



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

August 2, 2023
7:00 PM
202 Railroad Avenue, Rifle, CO

5:30 PM - Workshop Meeting

Discussion and Review

- a. Discuss City of Rifle's Obligations Concerning Irrigation Ditch Issues
- b. Update on the Colorado River Valley Economic Development Partnership
- c. Discuss Skate Park and Proposed Improvements
- d. Discuss Grant Application for a Climate Action Report

7:00 PM - Regular Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
5. **Consent Agenda**
 - 5.a. Consider Minutes of the July 19, 2023, Regular Meeting
 - 5.b. Consider Liquor License Renewal for TEDREX, Inc. dba Choice Liquors
 - 5.c. Consider Conveyance of Cemetery Space
 - 5.d. Consider Amendment to Site Lease for Solar Facility at 2515 West Centennial Parkway
 - 5.e. Consider Second Amendment to Short Form Lease for Solar Facility at 2515 West Centennial Parkway
 - 5.f. Consider Request for Approval - Fritzlan/Ecodwelling Annexation
 - 5.f.i. Ordinance No. 15, Series of 2023 - Annexation - 2nd Reading

5.f.ii. Ordinance No. 16, Series of 2023 - Zoning - 2nd Reading

6. Action, if any, on Workshop Items

7. Presentation

7.a. Service Award Presentation to Robert Burns

7.b. Receive Presentation from Middle Colorado Watershed Council

8. Regular Agenda

8.a. Consider Resolution No. 22, Series of 2023 - Authorizing the City to Submit An Energy and Mineral Impact Assistance Fund Grant Application for Climate Action Planning Project

8.b. Consider Approval of Martinez Western Constructors, Inc. for the Park Hill Retaining Wall

9. Administrative Reports

9.a. Report to City Manager

9.b. Second Quarter Report - Journey Home Animal Shelter

10. Comments from Mayor and Council

11. Adjournment



Agenda Item #a.

Agenda Item Name:

Discuss City of Rifle's Obligations Concerning Irrigation Ditch Issues

Presenter:

Tommy Klein, City Manager

Item Description:

Discuss City of Rifle's Obligations Concerning Irrigation Ditch Issues

Recommended Action:

None

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Ditches are typically privately owned and are operated by a board. Occasionally, an issue with a ditch will arise and citizens mistakenly believe that the city is culpable.

Many of our local ditches were constructed in the late 1800s or early 1099s.

Staff would like to provide our perspective.

Executive Summary:

Ditches are typically privately owned and are operated by a board. Many of our local ditches were constructed in the late 1800s or early 1099s. Occasionally, an issue with a ditch will arise and citizens mistakenly believe that the city is culpable. Staff would like to provide our perspective.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

None



Agenda Item #b.

Agenda Item Name:

Update on the Colorado River Valley Economic Development Partnership

Presenter:

Tommy Klein, City Manager

Item Description:

Update on the Colorado River Valley Economic Development Partnership

Recommended Action:

None

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Evan Zislis of the Aspen Institute initiated a conversation between the managers of New Castle, Silt, Rifle, and Parachute in early 2023. The goal of the CREDP is to attract jobs to the Colorado River Valley. Managers cooperate to attract businesses to our area without regard to the specific location. The goal of the group is to attract good jobs to the area to encourage our citizens to work here instead of traveling up the valley or to Grand Junction. Conversations have been positive. The county does not wish to participate at this time.

Executive Summary:

Michael Langhorne of the Rifle Regional Economic Development Corporation (RREDC) has been very supportive of the idea of regional cooperation. Mr. Langhorne has allowed the Colorado River Valley Economic Development Partnership (CRVEDP) to become a subsection of the RREDC, allowing CRVEDP to benefit from the 501 (c)(3) designation. The RREDC has committed an initial investment of \$30,000 to our effort which will be used to hire a consultant. We currently fund RREDC at \$15,000 per year. If the position is found to be beneficial, staff may ask for additional funds in the 2024 budget to support the endeavor. Staff will work with our partners and determine what contributions each town should (might) provide. We will report back to the Council once progress is made in this area.

The consultant will work for the RREDC and will direct her efforts toward formalizing the CRVEDP by achieving these objectives:

Clarify objectives
Strategic priorities
Explore budget needs and necessary support
Develop a timeline
Develop a strategic plan
Develop MOUs for participating municipalities
Produce materials for councils
Possibly write grant applications

CRVEDP has developed a website (<https://www.crvedp.org>), a tagline ("Better Jobs Closer to Home"), and a draft mission, vision, and purpose statement.

Once the group is better organized, we will consider approaching the County to become a member.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

None



Agenda Item #c.

Agenda Item Name:

Discuss Skate Park and Proposed Improvements

Presenter:

Mayor Green

Item Description:

Discuss skate park and proposed improvements

Recommended Action:

None

Fiscal Impact:

Costs would be incurred to implement improvements in 2024 or beyond should we decide to move forward. Staff will search for suitable grants.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Mikayla Cody approached YouthZone and Mayor Green regarding the skate park. She has several ideas for improvements she would like to propose to Council.

Executive Summary:

Mikayla Cody approached YouthZone and Mayor Green regarding the skate park. She has suggestions for improvements she would like to discuss. Please see the attached letter for details.

On July 27, 2023, Mikayla Cody, Airen Goodman of YouthZone, Mayor Green, Austin Rickstrew and I met at the skate park to discuss Mikayla's ideas for improvements.

The Rifle Action Park consists of our skate park and the BMX track. The skate park was constructed in 2006 with a grant from Great Outdoor Colorado. The BMX track was constructed by the City as an in-kind contribution to the project. There are issues with trash at the skate park and, on occasion, the bowls are vandalized using spray paint.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Letter to Council

To Mr. Mayor, city council, and whom it may concern,

I'm reaching out to discuss my concerns regarding the skate park and to recommend a few solutions/improvements. As most of you probably know, the skatepark is a great outlet for our youth, especially those who may be struggling or haven't had the best up-bringing. Kids make friends, get sunshine and exercise, and work on improving their skating/biking skills, which is very important to them. However, with so many kids hanging out there, I have often seen trash on the ground and littering the skatepark. This has not only saddened my friends and I, but also other members of the community who often see or walk through the skatepark. I have tried fixing this issue on my own by simply encouraging people not to litter, but it hasn't been very effective. However, with your help, I believe adding more trash cans will reduce any litter, as they will motivate people to throw their trash away, especially if there's a can close to you no matter where you are in the skate park. This will keep the skate park and the nature around it clean and beautiful as well as teaching our youth how important it is to dispose of trash properly. In addition to this, because

many kids go to the skate park during summer when school isn't in session, it is often extremely hot. This can even become dangerous if kids are not hydrated and they mix exercise with very hot weather. There used to be trees that provided shade, but now most of them have been cut down. I believe a shade structure similar to those at RMS would provide a great spot for the kids to cool off and recharge. My last concern I want to discuss is the increasing vandalism in Rifle. This is not only around the skate park, but everywhere. Although I'm not sure exactly how much of this is done by the youth, I know they contribute as well. I believe if we had any type of area within the skatepark that was designated for art, we could give these kids an outlet and decrease vandalism around time. This could be a supervised activity/area if you have concerns of inappropriate things being drawn/painted. These kids are very good artists, they just need an outlet to use their talents/creativity the right way. Thank you so much for your time, I look forward to discussing this further with you.

Mikayla Cody



Agenda Item #d.

Agenda Item Name:

Discuss Grant Application for a Climate Action Report

Presenter:

Tommy Klein, City Manager

Item Description:

Discuss grant application for a climate action report

Recommended Action:

None

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

If the study is completed, the EIAF Climate Action project will increase our competitiveness when applying for future EIAF and other grants.

Executive Summary:

If the study is completed, the EIAF Climate Action project will increase our competitiveness when applying for future EIAF grants. We anticipate including several goals in the plan that will save the City money on energy costs. Once challenges are identified, we will be more likely to obtain grants to address them.

Please see item 9a in the Regular Agenda section.

Garfield County's action plan is attached.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Garfield-County-EAP-2023



An Energy Action Plan Update for Garfield Clean Energy

January 2023



ACKNOWLEDGEMENTS

Thank you to the following individuals who contributed many hours of service to developing this Energy Action Plan. This planning process was led by Xcel Energy Partners in Energy and Garfield Clean Energy. Garfield Clean Energy contracts CLEER to develop and deliver its programs and services. CLEER (Clean Energy Economy for the Region) is a regional 501c3 organization that provides programs and tools to help western Colorado communities reach adopted clean energy targets with an emphasis on economic development and economic diversification.

Community Stakeholders

Adrian Fielder	Jean Brown
Alex Degolia	Katherine Rushton
Allyn Harvey	Kevin Hillmer-Pegram
Beatriz Soto	Kyle Lord
Blake Nunley	Lani Kitching
Caroline Casteel	Larry Bogatz
Carolyn Tucker	Lindsey Williams
Chris Norton	Maisa Metcalf
Doug Jones	Mary Weiner
Ed Holland	Pat Hunter
Emily Hoskins	Phil Armstrong
Fred Malo	Stephaine Erwin
Fred Porter	Tinker Duclo
Hanna Arauza	Tyler McDermott
Hannah Berman	Vance Holzmann
Heather McGregor	Will Hodges

Garfield Clean Energy Staff (CLEER) Team

Alice Laird	CLEER Executive Director
Christina Matzl	CLEER Clean Energy Program Associate
Dave Reed	CLEER Communications Director
Heidi McCullough	CLEER Buildings Specialist
Martín Bonzi	CLEER Transportation Programs Manager

Xcel Energy Partners in Energy Team

Tami Gunderzik	Partners in Energy Program Manager
Brad McCloud	Xcel Energy Area Manager
Imogen Ainsworth	Partners in Energy Community Facilitator
Lynn Jemison	Partners in Energy Community Facilitator
Jessica Sharkey	Partners in Energy Data Lead

Garfield Clean Energy Board

Travis Elliot	Town of Parachute
Mark King (alternate)	Town of Parachute
Sean Strode	City of Rifle
Keith Richel	Town of Silt
Bruce Leland	Town of New Castle
Ingrid Wussow	City of Glenwood Springs
Shelley Kaup (alternate)	City of Glenwood Springs
Ben Bohmfalk	Town of Carbondale
Lani Kitching (alternate)	Town of Carbondale
Tom Jankovsky	Garfield County
Frank Coberly (alternate)	Garfield County
Jason White	Roaring Fork Transportation Authority
Sean Nesbitt	Colorado Mountain College
Jerrold Kochevar (alternate)	Colorado Mountain College
Jenna Wetherred	Holy Cross Energy

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This Energy Action Plan was funded by and developed in collaboration with
Xcel Energy’s Partners in Energy. Partners in Energy shall not be responsible for any content, analysis, or results
if Garfield Clean Energy has made modifications to the plan.



GARFIELD COUNTY

2022 ENERGY ACTION PLAN UPDATE



About this Plan

Since 2009, Garfield Clean Energy (GCE) has been an innovative leader in advancing energy efficiency, renewable energy, and clean transportation to protect the environment and build a strong, resilient, and diverse economy. This update to Garfield County's 2017 Energy Action Plan (EAP) was developed in 2022 to take stock of progress made over the last five years and set a vision for the next phase of energy action. Over the course of seven months, an Energy Action Team formed of community stakeholders participated in a series of three workshops facilitated through Xcel Energy's Partners in Energy program. The plan outlines updated energy goals for Garfield County and defines strategies and tangible steps Garfield Clean Energy and collaborative partners can take to accelerate progress toward those goals.

Garfield Clean Energy Vision

GCE will be an innovative leader in advancing energy efficiency, renewable energy, and clean transportation to protect the environment and build a strong, resilient, and diverse economy.

Energy Baseline

The Energy Action Team used historic energy data from 2015 – 2021 to inform goal and strategy development, and established 2019 as the updated baseline year¹. In 2019, Garfield County used:



4.3 million MMBtu of energy² totaling \$65 million (54% residential and 46% C&I)



26 million therms of natural gas



In December 2022, there were **602 electric vehicles** on the road



314,000 MT CO₂e of energy related supply GHG emissions



471 million kWh of electricity

¹ 2019 was used as the baseline year to mitigate for the impacts of COVID-19 on energy use during 2020 and 2021. 2022 was used as the baseline for electric vehicles to reflect the recent growth and adoption.

² MMBtu (one million British Thermal Units) is a measure of the energy content in electricity and natural gas.



PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Energy Action Goals and Focus Areas

Working together, the GCE Board of Directors and the Energy Action Team identified the following 5 goals, 15 focus areas, and 47 strategies to help GCE achieve its vision.

GOALS	SUMMARY	FOCUS AREAS
ENERGY SAVINGS 	Achieve energy efficiency and conservation savings resulting in at least 12 percent total energy savings by 2030 over a 2019 baseline, which will require an average of at least 1.5 percent total annual energy use reduction from 2023 through 2030. As technology and funding improves, work for increased total savings.	- Residential Sector - Commercial, Agricultural - Industrial Sector - Public Institutions
CARBON-FREE ELECTRICITY 	Garfield County electricity will be 100 percent carbon-free by 2030 through grid-supplied resources and local renewable installations, as a means to a stronger, more resilient, and energy-secure economy and region.	- On-Site Solar - Community-Scale Solar - Carbon-Free Grid - Locally-Based Renewable Energy Sources
CLEAN MOBILITY 	Transition at least 15 percent of all registered vehicles to zero-emissions electric by 2030; support alternative fuels where electric is not yet feasible or where alternative fuels are desirable; help increase mode share for biking, walking, and transit.	- Transportation Electrification - Increase Biking, Walking - Transit Mode Share
GREENHOUSE GAS EMISSIONS 	- Reduce GHG emissions related to the electric supply by 100% by 2030. - Reduce GHG emissions related to natural gas usage, as well as related to utilities' commitment to cleaner delivery and supply, by 10% by 2030.	Building Electrification
CLEAN ENERGY ECONOMIC DEVELOPMENT AND JOBS 	Accelerate and harness the economic benefits of energy efficiency, clean energy, and clean mobility for the benefit of the residents and communities of Garfield County; find ways to address any economic impacts of transitioning to clean energy.	- Mobilizing Funding, Incentives, and Investment - Education, Training, and Capacity Building - Policy and Innovation

INTRODUCTION



Why an Energy Action Plan Update

In 2017, Garfield Clean Energy (GCE) worked with Xcel Energy Partners in Energy to convene a group of community stakeholders to create an Energy Action Plan (EAP) for Garfield County.

Over the last five years, tremendous progress has been made on energy efficiency and renewable energy projects and programs outlined in the 2017 Energy Action Plan, so in 2022 GCE chose to embark on a plan update. The purpose of creating this Energy Action Plan update is to take stock of progress made and set the vision for the next phase of energy action. This plan outlines updated energy goals for Garfield County, developed in the context of new technologies and best practices, shifting local priorities, and energy trends since 2017. The plan also provides updated strategies and tangible steps that GCE and collaborative partners can take to continue and accelerate progress toward those goals.

Planning Process

The creation of this Energy Action Plan update was a seven-month process to help our community evaluate progress toward the 2017 Energy Action Plan goals, assess changing patterns in energy use, update and conform our energy-related goals, and develop engaging strategies to guide the next phase of progress toward our energy future.

Starting in April 2022, the Energy Action Plan update was driven by a series of planning workshops held in the community, with an Energy Action Team committed to representing local energy priorities in collaboration with GCE and Xcel Energy Partners in Energy. Over the course of the plan development phase, we engaged 51 participants throughout 3 workshops and 60 survey responses from community members.

About Partners in Energy

Xcel Energy is an electric and natural gas utility providing energy to power millions of homes and businesses across eight Western and Midwestern states. Each community Xcel Energy serves has its own unique priorities

and vision for its energy future. To continue to innovatively support its communities, Xcel Energy launched Partners in Energy in 2014 as a collaborative resource with tailored services to complement each community's vision. The program offerings include support to develop an Energy Action Plan, tools to help implement the plan, and resources designed to help each community stay informed and achieve their goals.

About Garfield Clean Energy

GCE is an independent local government authority overseeing programs and services to help residents, businesses, and local governments become more energy efficient and tap clean energy as a means to creating a stronger, more resilient economy. The programs and services of GCE are managed by Clean Energy Economy for the Region (CLEER), a non-profit organization working to accelerate the transition to a clean energy economy, increase independence, and reduce our contribution to climate change.

GCE is a collaborative of the following entities:

- Garfield County
- Town of Parachute
- City of Rifle
- Town of Silt
- Town of New Castle
- City of Glenwood Springs
- Town of Carbondale
- Colorado Mountain College
- Roaring Fork Transportation Authority
- Holy Cross Energy

WHERE WE ARE NOW



To better understand what we want Garfield County's energy future to look like, we must first understand the regional context and existing energy landscape. This section includes an overview of Garfield County community characteristics and existing energy efforts, followed by a summary of energy data trends.

Community Characteristics

History

For centuries, Garfield County was home to the Ute tribe, whose people roamed throughout western Colorado and eastern Utah. As American miners and settlers spread westward in the 1800's, the U.S. government attempted to contain the Utes in land reservations. Conflicts, battles, and broken treaties ensued, and the Utes were forced onto their current reservations in 1879. In 1883, eight years after Colorado became a state, Garfield County was founded and named in honor of James Garfield, the 20th President. In the late 1800s, the county experienced a mining boom, initially for carbonate, and in 1883 Glenwood Springs was named as the county seat.

Population and Growth

Garfield County covers 2,958 square miles; about 60 percent of all land in Garfield County is federally owned. There are six towns and cities within Garfield County¹ (Figure 1).

¹ [ACS Community Survey Population Estimates](#) for 2017 and 2020

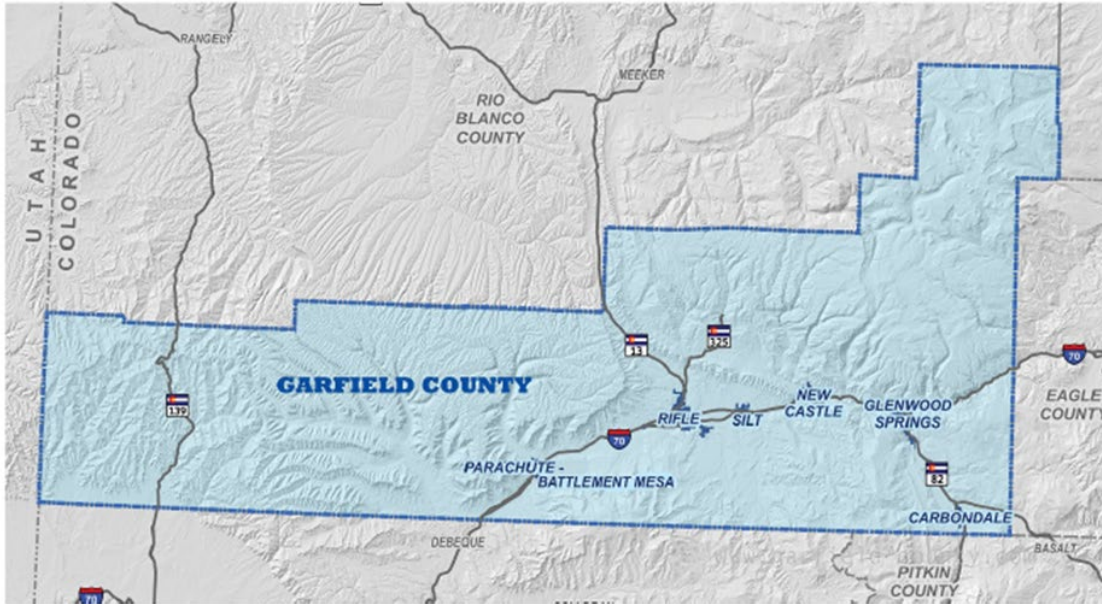


Figure 1. Garfield County boundary and incorporated towns and cities (Garfield County Colorado Land Explorer)

As Table 1 shows, the population of Garfield County has grown since Garfield County's first Energy Action Plan; and, the county population is projected to continue increasing - from 61,780 in 2020 to 71,971 by 2030 and to 86,470 by 2040². However, population growth is occurring at different rates across Garfield County, with a shift in the population center to the western part of the county. The area from New Castle to Parachute is projected to account for approximately 54 percent of the county's growth from 2017 – 2030 while the towns of Carbondale and Glenwood Springs are anticipated to account for 21 percent of future growth³.

Table 1. Population growth by Jurisdiction

Jurisdiction	2017 Population	% of 2017 County Population	2020 Population	% of 2017 County Population	% Growth
Glenwood Springs	9,735	17%	10,030	16%	3%
Carbondale	6,358	11%	6,443	10%	1%
New Castle	4,523	8%	4,918	8%	9%
Rifle	10,039	17%	10,423	17%	4%
Parachute	1,283	2%	1,387	3%	8%
Silt	3,348	6%	3,538	6%	6%
Unincorporated Garfield County	23,585	40%	25,041	41%	6%
Total	58,871		61,780		

² Garfield County population projections downloaded from the [Colorado State Demography Office](#)

³ Garfield County Comprehensive Plan

Housing and Demographics

Housing and demographic characteristics vary across Garfield County and may impact the most effective approach to energy action.

26 percent of Garfield County residents over the age of 5 speak a language other than English at home, indicating that language may be a barrier for some residents to participate in energy-related programs.

Income and housing characteristics can also impact access to energy programs since homeowners have more incentive and ability to make efficiency and other improvements to their homes than do renters. While 68 percent of housing units in Garfield County are owner-occupied, the rate of homeownership varies significantly across the county, as shown in Table 2.

Table 2. Housing ownership, price and household income by Jurisdiction

Jurisdiction	Percentage Owner-Occupied Housing Units	Median Housing Price	Median Household Income (2020 inflation-adjusted \$)
Glenwood Springs	49.2%	\$ 436,700	\$ 66,860
Carbondale	60.6%	\$ 645,000	\$ 85,580
New Castle	70.1%	\$ 384,800	\$ 82,125
Rifle	65.7%	\$ 275,700	\$ 66,176
Parachute	47.6%	\$ 194,600	\$ 49,302
Silt	67.5%	\$ 301,900	\$ 59,477
Garfield County	67.5%	\$ 375,600	\$ 75,435

Existing Energy Efforts

Since 2009 GCE has helped nearly 1,500 households make upgrades that now save them more than \$700,000 annually on their energy bills. Similarly, GCE has assisted in more than 450 business, nonprofit, and government facility projects - generating \$1.5 million in annual savings. GCE's activities have helped stimulate \$50 million in local investment; and its energy-efficiency projects alone are cutting carbon emissions equivalent to taking nearly 12,000 vehicles off the road.

Energy Data

An integral part of the Partners in Energy planning process is reviewing historic energy data that informs the county's energy baseline. Looking at energy trends, especially in conjunction with other contextual trends – for instance, weather, population growth, or existing energy efforts – tells a story about Garfield County's energy challenges and opportunities. During Garfield County's first round of participation in Partners in Energy, historical energy data were gathered and charted for 2013-2015, with 2015 utilized as the original baseline year. The new data effort built off the initial baseline to demonstrate trends and progress toward goals, as well as to highlight new opportunities for community action and initiatives.

Multiple Utility Providers

Garfield County is home to multiple energy providers. In addition to Xcel Energy, community members in Garfield County may receive energy services from Holy Cross Energy, City of Glenwood Springs, or Black Hills Energy, with each utility having a unique service area in the county. Table 3 displays the relative service

percentages by utility provider, based on the reported premise (customer units as defined by utility companies) counts.

Table 3. Average service percentages by utility based on premise count

Electricity Service	Natural Gas Service
Xcel Energy (51%)	Xcel Energy (49%)
Holy Cross Energy (27%)	Black Hills Energy (51%)
City of Glenwood Springs (22%)	

All providers supplied various levels of detail around area energy use, participation counts in utility energy conservation programs, associated energy savings, and renewable on-site capacity. Grand Valley Power and Yampa Valley Power serve small areas in Garfield County but were not factored into the analysis.

Xcel Energy supplies both electricity and natural gas to the communities of New Castle, Parachute, Rifle, and Silt, electricity only to part of the community of Carbondale, and gas only to Battlement Mesa. Holy Cross Energy supplies electricity to the communities of Carbondale, Parachute, and Battlement Mesa, along with unincorporated Garfield County south of I-70. City of Glenwood Springs supplies electricity to a boundary outside the city limits of Glenwood Springs, including No Name. Black Hills Energy supplies natural gas to the communities of Glenwood Springs and Carbondale, along with unincorporated homes in the Roaring Fork Valley. Table 4 summarizes the utility providers in Garfield County and the communities they serve, where “E” indicates electricity provider and “G” indicates natural gas provider.

Table 4. Utility service provider by Community

Community	Xcel Energy	Holy Cross Energy	City of Glenwood Springs	Black Hills Energy
Glenwood Springs			E	G
Carbondale	E	E		G
New Castle	E & G			
Rifle	E & G			
Parachute	E & G	E		
Silt	E & G			
Battlement Mesa	G	E		

Community Energy Use

Historic energy data for the period 2019-2021 were analyzed to find occasions to reduce energy use, save money, and transition to renewable energy - with 2019 serving as the adjusted baseline year to mitigate impacts associated with the 2019 Novel Coronavirus disease (COVID-19) in years 2020 and 2021. Figure 2 displays sector level comparisons around premise count and total energy consumption, as well as a breakout of electric and natural gas consumption.

There were approximately 42,576 premises (customer units as defined by utility companies) in Garfield County as of 2019. Of these, 83 percent were residential, and 17 percent were commercial and industrial premises. While only 17 percent of premises were commercial/industrial facilities, these premises accounted for nearly 50 percent of total energy use in the county. Residential premises are 83 percent of utility premises but use about 50 percent of the total energy.

In total, approximately 471 million kWh of electricity and 26 million therms of natural gas were consumed in 2019, totaling a combined 4.3 million MMBtu. Residential customers accounted for 45 percent of total electricity use and 59 percent of total natural gas use, while commercial customers accounted for 55 percent of total electricity use and 41 percent of total natural gas use.

15/15 RULE

Utility customer information is protected by the State of Colorado Public Utilities Commission (PUC). When Partners in Energy is processing energy data, the program is required to maintain data security and protect customer privacy. The PUC requires that, at a minimum, a particular aggregation must contain at least fifteen customers and that no single customer's data or premise may comprise 15 percent or more of the total aggregated data.

Any entity that violates these two conditions is removed from the reported data set. Additional information on the 15/15 rule and other rules regulating electric and gas utilities can be found here:

[Electric Utilities Rules \(3033a\)](#)

[Gas Utilities Rules \(4033\)](#)

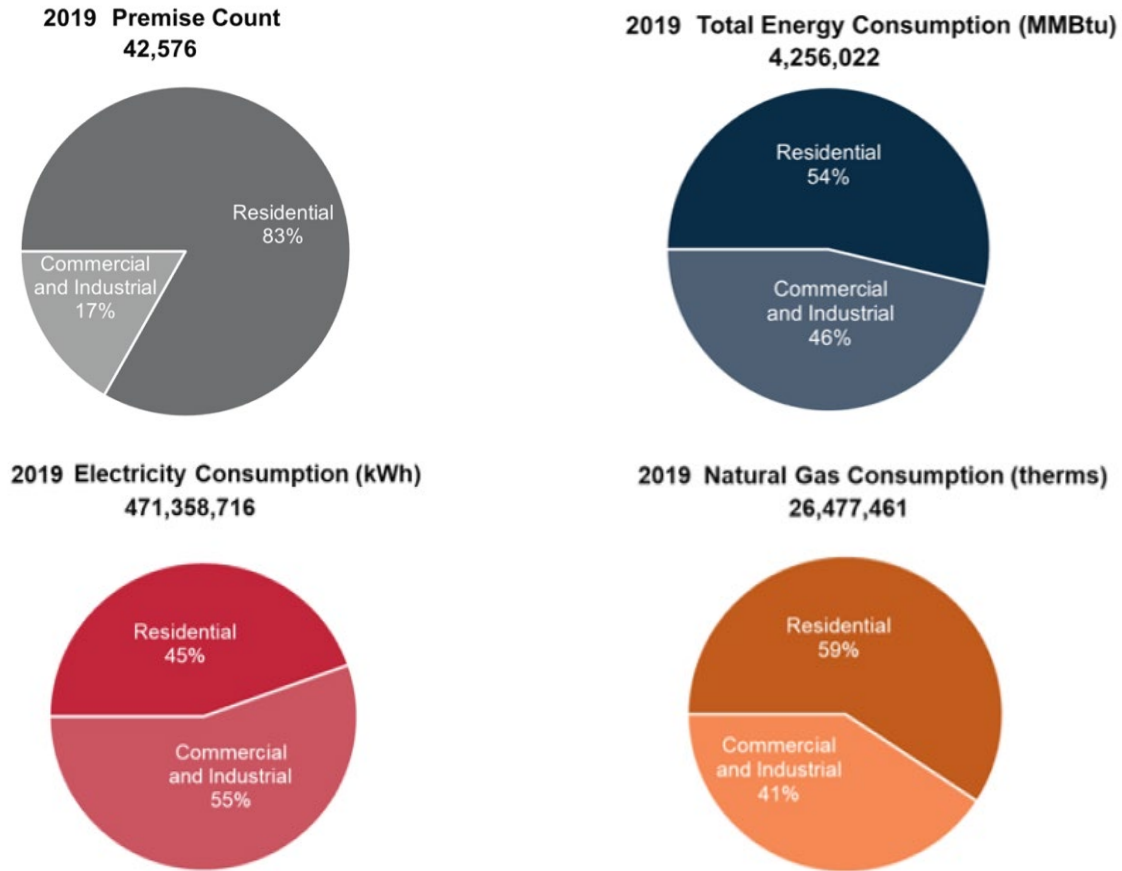


Figure 2. 2019 Garfield County Energy Use by Sector

Energy costs in 2019 totaled nearly \$65 million dollars, with residential customers accounting for 51 percent of that total and commercial/industrial customers representing 49 percent (Figure 3). On average, residential monthly energy cost totaled \$78 per premise and commercial/industrial monthly energy cost totaled \$369 per premise.

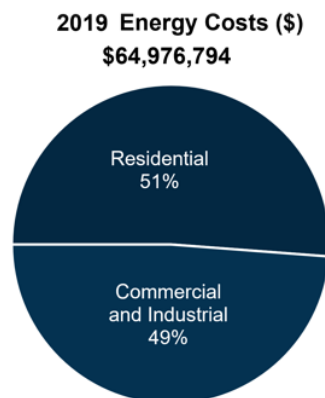


Figure 3. 2019 Garfield County Energy Costs by Sector

Community Use Trends Since 2015

Historic energy data back to the original 2015 energy baseline was reviewed to identify trends and understand Garfield County's current energy challenges and opportunities. Figure 4 shows that natural gas consumption across Garfield County grew 14 percent between 2015 and 2021. This increase in usage outstripped the growth in the number of natural gas premises served, indicating opportunities for improved energy efficiency practices.

While the number of premises with natural gas service increased from 21,356 in 2015 to 22,044 in 2021, residential and commercial natural gas use increased by 15 and 13 percent respectively over the same period. Average residential natural gas use per premise increased by nearly 2 percent annually and average commercial use increased annually by almost 5 percent. Overall, heating degree days⁴ have dropped by 245 when comparing 2021 to 2015 but the County is not seeing a commensurate drop in natural gas usage, signaling that weather is not the primary driver of consumption in the County (Figure 4).

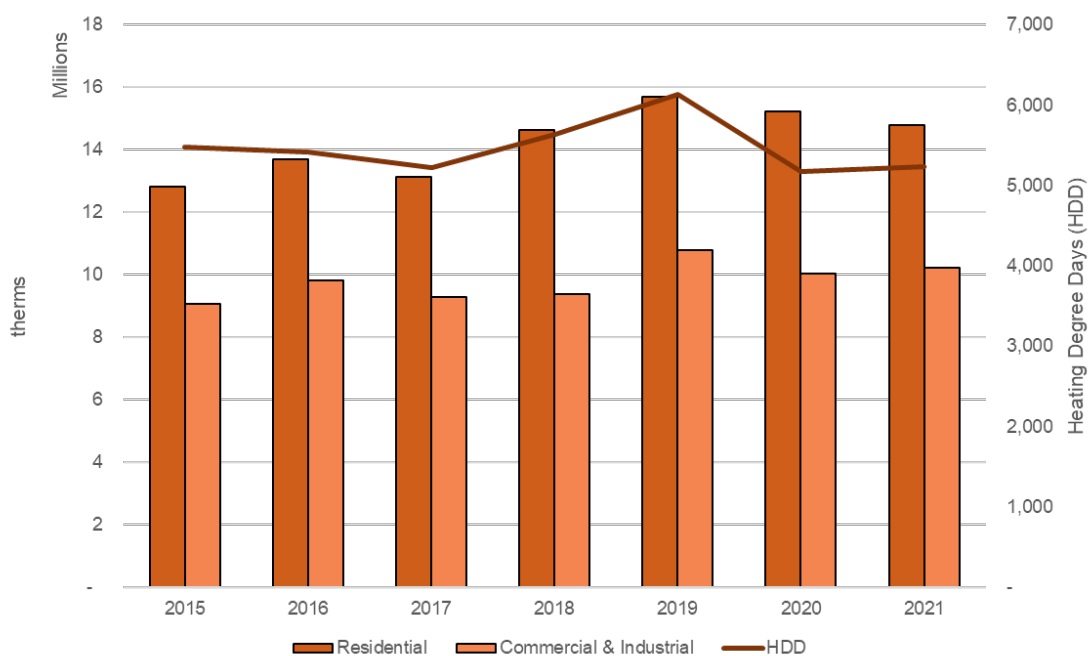


Figure 4. Annual Natural Gas Consumption (therms) by Sector

Figure 5 shows that electricity consumption across Garfield County only grew approximately 3 percent between 2015 and 2021. This increase in usage outstripped the growth in the number of electric premises served, indicating opportunities for improved energy efficiency practices, primarily on the residential side. The

⁴ Degree days are a measure of how cold or warm the temperature was over a period. A high number of heating degree days generally results in higher levels of energy use for space heating, while a high number of cooling degree days generally results in higher levels of energy use for space cooling.

number of premises served electricity decreased from 29,519 in 2015 to 29,283 in 2021. The number of both residential and commercial premises decreased by approximately 1 percent between 2015 and 2021.

2021 residential electricity use increased by 11 percent when compared to 2015, while 2021 commercial electricity use decreased by nearly 4 percent since 2015. Some of this change could be attributed to COVID-19 impacts, as more residents were working from home. On a per-premise basis, average residential customer electricity use increased annually by 1 percent from 2015 to 2021 and average commercial use remained flat. Overall, cooling degree days⁵ have increased by 71 days when comparing 2021 to 2015, representing an 8 percent increase. This trend signaled that weather is likely a primary driver of usage for residents and that the commercial sector is utilizing conservation measures that are negating weather changes. (Figure 5).

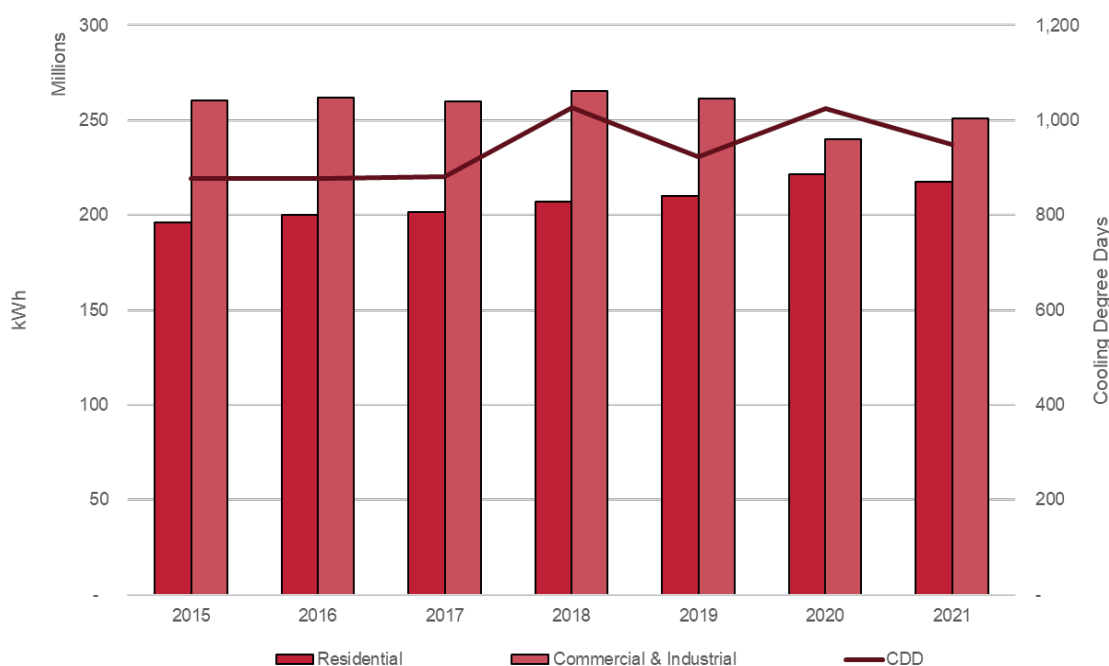


Figure 5. Annual Electric Consumption (kWh) by Sector

Figure 6 shows that total energy consumption across all service providers in Garfield County grew 10 percent between 2015 and 2021, with an average annual increase of nearly 2 percent. During this time, the total premise count in the service territory increased by nearly 1 percent. Residential energy use increased by nearly 14 percent between 2015 and 2021, with an average annual increase of over 2 percent; commercial

⁵ Degree days are a measure of how cold or warm the temperature was over a period. A high number of heating degree days generally results in higher levels of energy use for space heating, while a high number of cooling degree days generally results in higher levels of energy use for space cooling.

use increased by nearly 5 percent, with an average annual increase of nearly 1 percent. The overall increase seen in total energy use within the county is primarily due to higher natural gas consumption.

In addition, Figure 6 displays cost trends for the residential and commercial/industrial sectors. In 2021, energy costs totaled nearly \$68.6 million dollars, with residential customers accounting for 53 percent of that total and commercial/industrial customers representing 47 percent. This is a 7 percent cost increase since 2015.

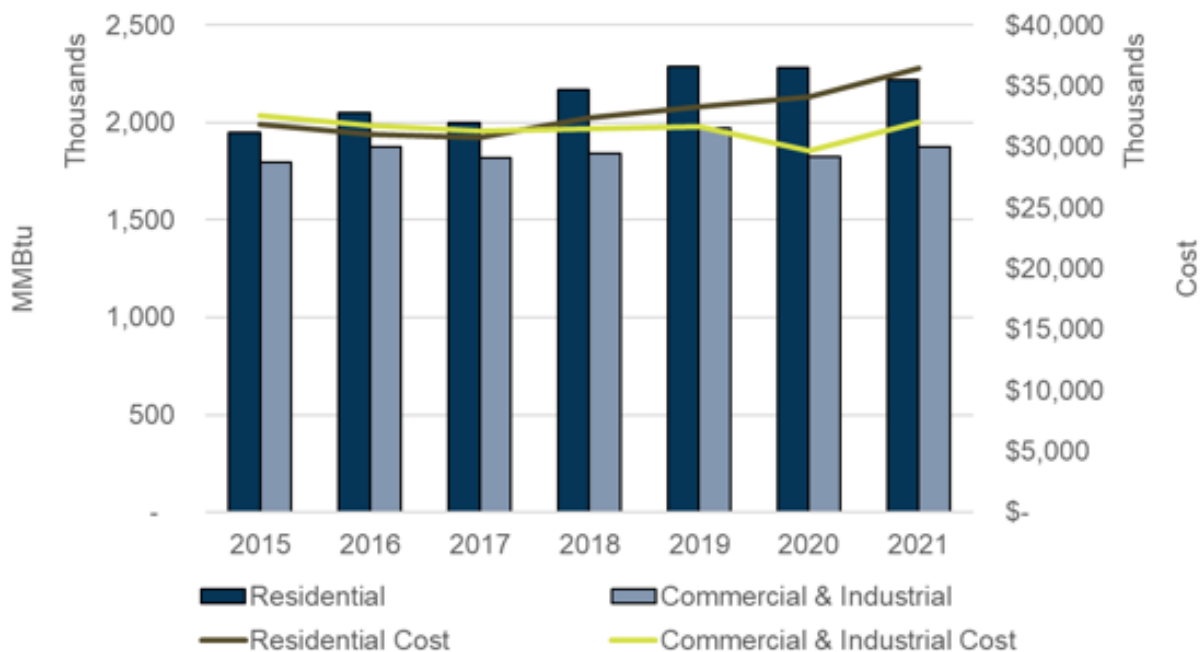


Figure 6. Annual Energy Consumption (MMBtu) & Cost by Sector

Greenhouse Gas Emissions

Electric and natural gas consumption contributes to the community's carbon footprint through greenhouse gas (GHG) emissions. In 2019, GHG emissions totaled over 314,000 metric tons (MT) of carbon dioxide equivalent (CO₂e). This GHG estimate only considered the emissions associated with electric and gas usage in the County. Transportation emissions and other emission scopes were not included in the annual estimate.

Since 2015, total GHG emissions have continued to decrease. As noted in Figure 7, 2021 GHG emissions associated with electricity have decreased by 49 percent when compared to 2015. This decrease is primarily due to electric service providers adding renewable energy sources to lower the emissions associated with using electricity over time, resulting in decreased GHG emissions. The largest decrease noted in 2019 is based on Xcel Energy and Holy Cross working to clean up grid-supplied power and the City of Glenwood Springs transitioning to 100% renewable resources.

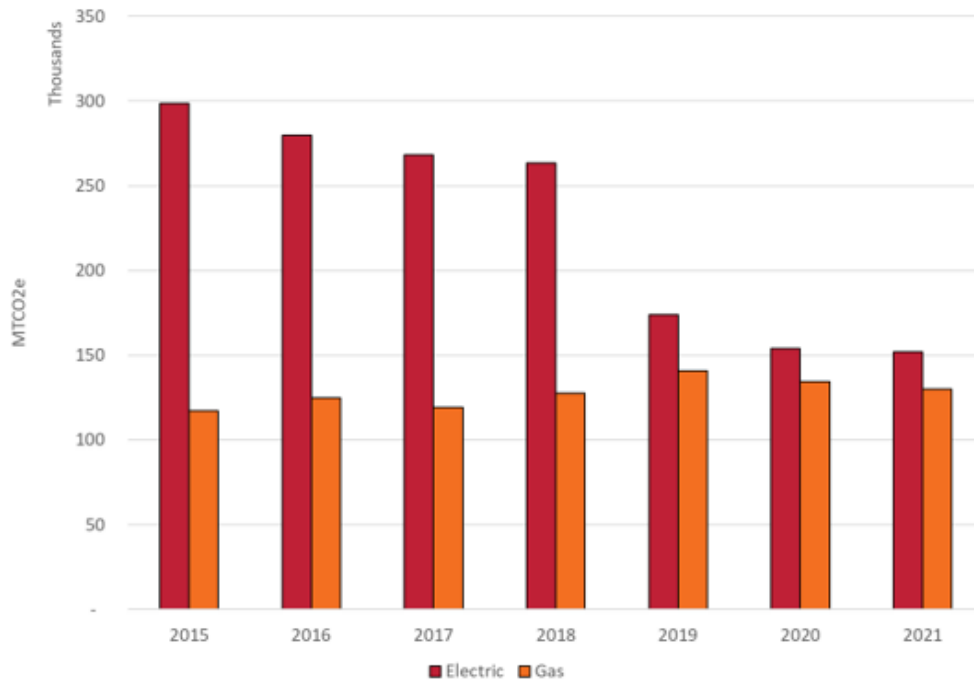


Figure 7. Electric and Natural Gas Greenhouse Emissions (MTCO2e)

Xcel Energy and the other electric service providers in the County are committed to becoming 100 percent carbon free.

Table 5 shows the carbon-free goals by electric utility service provider. These commitments will help the County achieve their carbon-free and GHG goals. In addition to reduced carbon intensity of grid-supplied electricity by utilities, participation in utility renewable energy programs, investing in energy efficiency improvements, and implementing renewable energy installations within the County will continue to help lower the community's electric GHG footprint.

CARBON-FREE ELECTRICITY

The term "carbon-free electricity" reflects Xcel Energy's and other utility providers' commitment to transitioning to electric resources that emit zero carbon dioxide emissions.

Table 5. Electric Utility Goals

ELECTRIC PROVIDER	CARBON-FREE GOALS
Xcel Energy	80% carbon-free by 2030 and 100% carbon-free electricity by 2050
Holy Cross Energy	100% carbon-free electricity by 2030
City of Glenwood Springs	100% carbon-free supply mix in 2019

2021 GHG emissions associated with natural gas consumption have increased by 11 percent since 2015 (Figure 7 above). This increase is due to higher natural gas usage by residents and businesses in the region. The natural gas service providers for the County have established goals around reducing the GHG emissions, equating to a cleaner supply. Table 6 shows the GHG commitments by natural gas service provider.

Table 6. Gas Utility Goals

GAS PROVIDER	GHG REDUCTION GOALS
Xcel Energy	Reduce GHG emissions by 25% by 2030; net zero by 2050
Black Hills Energy	Net zero natural gas emissions by 2035

Renewable Energy

All Xcel Energy electricity customers benefit from grid decarbonization efforts through the Certified Renewable Percentage (CRP) program. The CRP program certifies a value that represents the percentage of electricity supplies for which renewable energy credits (RECs) were retired on behalf of all customers. All electricity customers can claim this percentage of electricity as coming from renewable energy sources without any additional action or cost.

Based on Xcel Energy's CRP program estimates, as well as renewable commitments by Holy Cross Energy and City of Glenwood Springs, Garfield County's electricity supply is expected to have increased from 46 percent renewable electricity in 2019 to 56 percent in 2021. In 2030, when Garfield County is committed to achieving 100 percent carbon-free electricity, over 90 percent of the electricity supplied to the region is projected to be carbon-free, leaving 10 percent for the County to supply through voluntary renewable energy programs or local renewable energy installations.

24/7 - HOURLY MATCHING OF ELECTRICITY

During the planning process, the idea of 24/7 carbon-free electricity was discussed as a goal. The term 24/7 carbon-free electricity means that every kilowatt-hour of electricity consumed is supplied with zero carbon dioxide emitting resources – every hour of every day. It requires real-time accounting and matching of hourly supply make-up with demand data for the region. Instead of paying for electricity as produced, a 24/7 power purchase agreement (PPA) - that outlined the agreed-upon standards and would likely come at a premium – with the utility would be necessary. Holy Cross Energy and City of Glenwood Springs are committed to be 100 percent carbon-free by 2030. Xcel Energy plans to exceed their goals and being 80 percent carbon-free by 2030. The remaining gap to 100 percent carbon-free electricity for Garfield County can be met with voluntary renewable resources.

As of 2022, Xcel Energy offers five voluntary renewable electricity programs that customers can subscribe to in fulfillment of their carbon-free electricity goals. Three of the programs (Windsource®, Renewable*Connect®, and Net Metering®) allow subscribing customers to claim the renewable electricity benefit by having Xcel Energy retire RECs on their behalf. Subscribing to these programs allows customers to sum the CRP value with their subscription values, to represent their total renewable electricity supplies. For the remaining two programs (Solar*Rewards® and Solar*Rewards Community®), Xcel Energy pays an incentive to subscribing customers in exchange for Xcel Energy retaining the renewable electricity benefit.⁶ Subscriptions to these programs contribute to the CRP program and are not additive – and therefore do not benefit the County’s carbon-free electricity goal – above and beyond the CRP value. Garfield County’s cumulative renewable energy production associated with the five voluntary programs is listed in Table 7.

Table 7. 2019-2021 Xcel Energy Cumulative Renewable Energy Production by Program (kWh)

Renewable Program ⁷	2019	2020	2021
Windsource®	1,756,015	2,181,803	2,235,508
Renewable*Connect	231,987	234,478	200,276
On-Site Net Metering ⁸	n/a	n/a	n/a
Solar*Rewards ⁹	8,778,987	9,315,140	9,489,151
Solar*Rewards Community	5,308,424	8,483,041	8,776,058

Data associated with all renewable energy programs offered by City of Glenwood Springs and Holy Cross Energy were not readily available for analysis. However, all electric service providers shared residential and commercial local solar system capacity totals by year. In 2021, over 3,400 kW of solar capacity was installed at residential and commercial sites; this is more than double the on-site capacity reported in 2019 (Figure 8). It was assumed that all of these local installs are net metered and customers can claim the associated renewable electricity benefit.

⁶ Solar*Rewards and Solar*Rewards Community help Xcel Energy satisfy a regulatory requirement in Colorado to acquire some portion of renewable electricity from distributed generation resources.

⁷ Windsource and Renewable*Connect are ongoing subscription programs and represent the annual electricity used, while On-Site Net Metering, Solar*Rewards, and Solar*Rewards Community are solar installations and represent the annual electricity produced.

⁸ Net metered production totals were not available.

⁹ Calculated production based on total energy produced (kWh) information available in the Garfield County Xcel Energy Community Energy Report for 2021, 2020, and 2019.

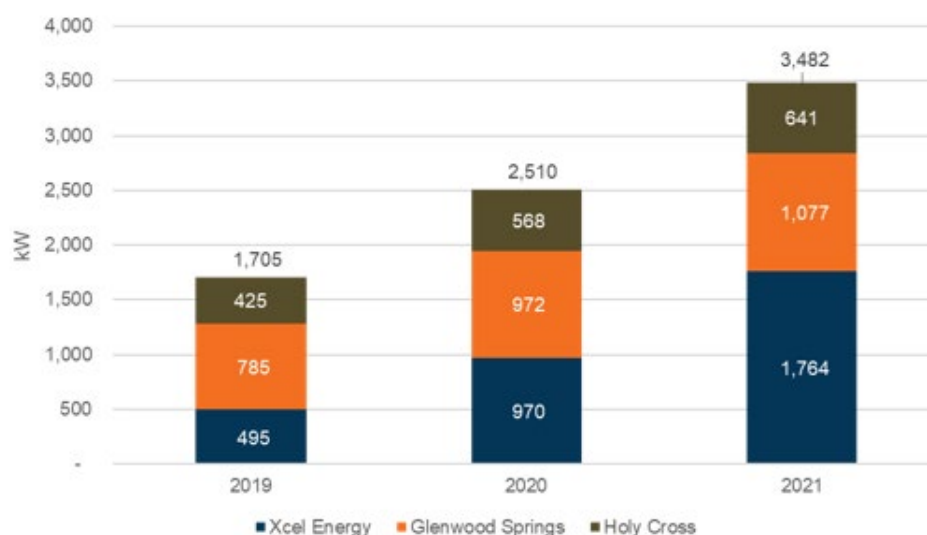


Figure 8. Onsite Residential & Commercial Installed Capacity (kW) by Utility Provider

Energy Program Participation & Savings

The County's energy profile also includes energy efficiency program participation and the associated energy savings for residents and businesses. These data provide a total snapshot of the number of programs customers are using and to what extent. The data also show opportunities for greater participation in the available programs as well as the opportunity for increased education and awareness about the programs.

Figure 8 shows total energy efficiency program participation for Xcel Energy, Holy Cross Energy, and City of Glenwood Springs. Program participation totals or associated savings were not received from Black Hills Energy. Energy efficiency program participation has remained relatively flat since 2019 and over 85 percent of participation is from residents, highlighting an opportunity to increase commercial program participation.

While program detail was not available from all service providers, the programs with the highest participation from residents in Xcel Energy's service territory were refrigerator/freezer recycling, Saver's Switch, residential HVAC, and single-family home weatherization. The top programs for businesses in Xcel Energy's service territory were associated with lighting efficiency, business energy analysis, and energy design assistance.

Table 8. Energy Efficiency Program Participation

Utility	2019	2020	2021
Residential	496	421	521
Commercial & Industrial	98	73	66
Total	594	494	587

From 2019 to 2021, an average of 550 customers participated in energy efficiency programs each year, saving an average total of over 2.8 million kWh and nearly 20,000 therms annually. Figure 9 shows total electric efficiency savings for Xcel Energy, Holy Cross Energy, and City of Glenwood Springs programs.

Savings data for City of Glenwood Springs was not received for 2020. In 2021, 3.96 million kWh were saved, a 31 percent increase over 2019. Commercial projects represented 80 percent of the total savings reported in 2021.

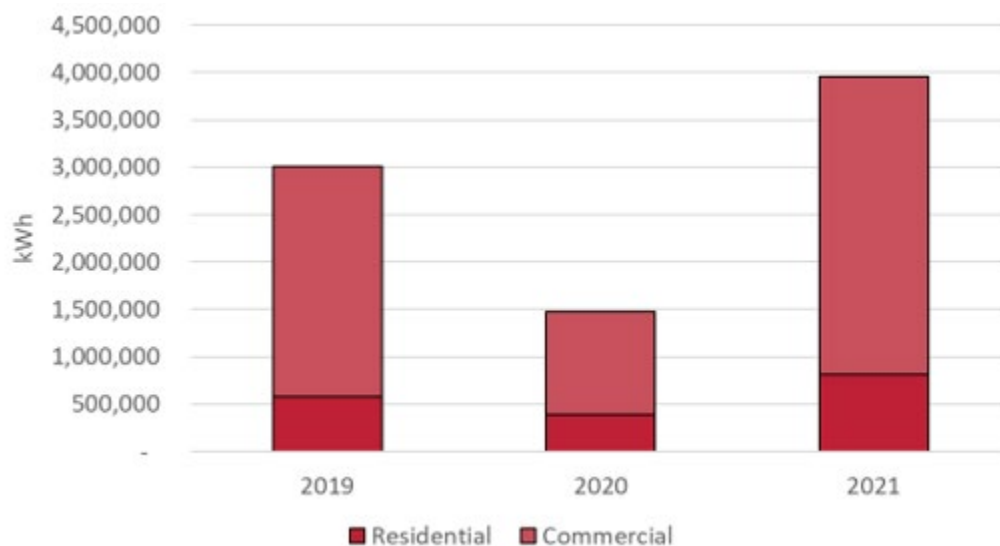


Figure 9. Residential & Commercial Electric Efficiency Savings (kWh)

Figure 10 shows total natural gas efficiency savings for Xcel Energy only. Savings data from Black Hills Energy was not received. In 2021, 34,367 therms were saved, a 116 percent increase over 2019. Commercial projects represented 100 percent of the total savings reported in 2021, with only 81 therms saved in 2021 through residential projects. Historically, residential participation has represented the majority of annually reported natural gas savings.

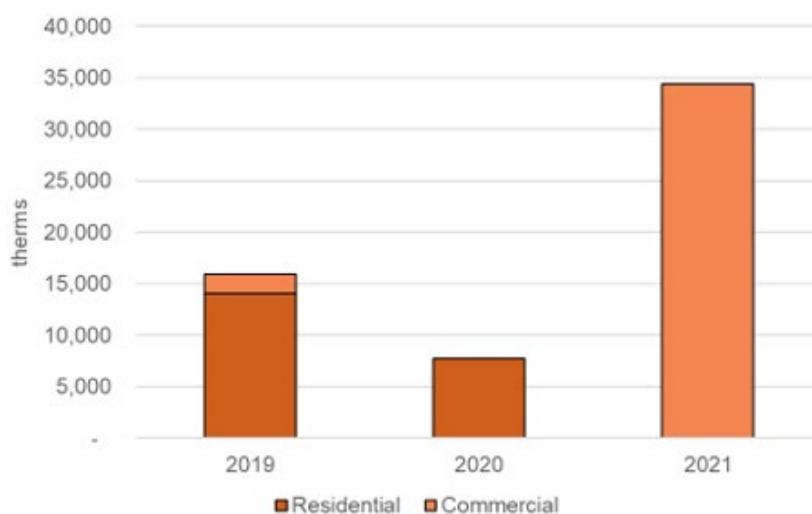


Figure 10. Residential & Commercial Natural Gas Efficiency Savings (therm)

Mobility

The Colorado Electric Vehicle Plan set a goal of 940,000 electric light-duty vehicles on the road by 2030, compared to a 2020 baseline of 32,763 light-duty EVs. To meet this goal, about 35 percent of new car sales for the State will need to be EVs, compared to 4 percent in 2020.

According to Atlas Public Policy, Garfield County has 602 registered battery electric vehicles (BEV) and plug-in hybrid electric vehicles (PHEV) as of December 2022 (Figure 11). Garfield County is also noted as having 78 level 2 charging ports and 24 DC fast charger ports. The County will pursue a goal of transitioning 15 percent of all registered vehicles to zero-emissions electric by 2030 in support of the State's Electric Vehicle Plan goal.

Original EV Registrations

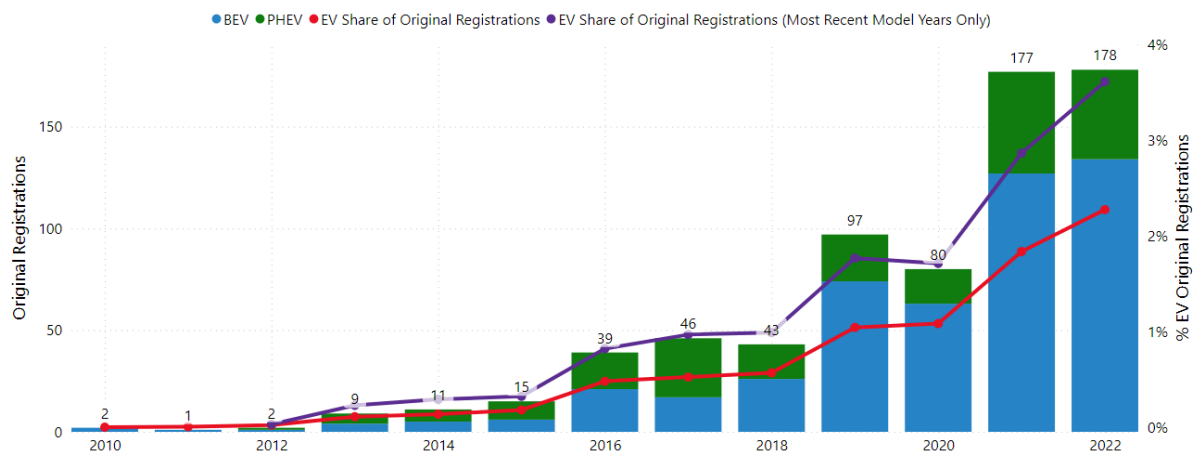


Figure 11. Original EV Registrations (Atlas Public Policy, 2022)

WHERE WE ARE GOING



Garfield County's Energy Vision and Mission

During the planning process, GCE's board updated the energy vision for Garfield County based on input received from the Energy Action Team. This statement helped guide the planning process and reflects the purpose and history of GCE as well as the intention of the community.

Energy Vision Statement

Garfield Clean Energy Collaborative (GCE) will be an innovative leader in advancing energy efficiency, renewable energy and clean transportation to protect the environment and build a strong, resilient and diverse economy.

Other vision concepts brought forward by the Energy Action Team during the planning process included equity, climate protection, and an emphasis on education. The GCE board determined that these themes are central to GCE programs and fundamental to the creation of relevant and realistic common ground solutions in Garfield County.

While Garfield County's Energy Vision Statement serves as the directional "north star" for energy action within the county, GCE's updated mission statement begins to describe how this will be brought to life through projects and programs:

Garfield Clean Energy Mission Statement

The mission of Garfield Clean Energy Collaborative is to provide energy efficiency solutions, alternative and renewable energy opportunities, advance clean transportation options, and energy education to individuals and organizations, in order to protect the environment and build a stronger, more resilient economy benefiting the residents of Garfield County.

Plan Goals

Working together, the GCE Board of Directors and the Energy Action Team established goals by which to measure success:



Goal 1: Energy Savings in the Built Environment

Achieve energy efficiency and conservation savings resulting in at least 12 percent total energy savings by 2030 over a 2019 baseline, which will require an average of at least 1.5 percent total annual energy use reduction from 2023 through 2030. As technology and funding improves, work towards increasing total savings.



Goal 2: Carbon-Free Electricity

Garfield County electricity will be 100 percent carbon-free by 2030 through grid-supplied resources and local renewable installations, as a means to a stronger, more resilient, and energy-secure economy and region.



Goal 3: Clean Mobility

The Garfield County region will transition at least 15 percent of all registered vehicles to zero-emissions electric by 2030; support alternative fuels where electric is not yet feasible or where alternative fuels are desirable; and help increase mode share for biking, walking, and transit.



Goal 4: Greenhouse Gas Emissions

The Garfield County region will reduce greenhouse gas (GHG) emissions related to energy supply by 30 percent by 2030. This includes reducing GHG emissions related to electric supply by 100 percent by 2030 and reducing GHG emissions related to natural gas usage as well as related to utilities' commitment to cleaner delivery and supply by 10 percent by 2030.



Goal 5: Clean Energy Economic Development and Jobs

Accelerate and harness the economic benefits of energy efficiency, clean energy, and clean mobility for the benefit of the residents and communities of Garfield County, and find ways to address any economic impacts of transitioning to clean energy.

Figure 12 summarizes how these components relate to each other and lead to how we are going to get there, which is detailed in the next section.

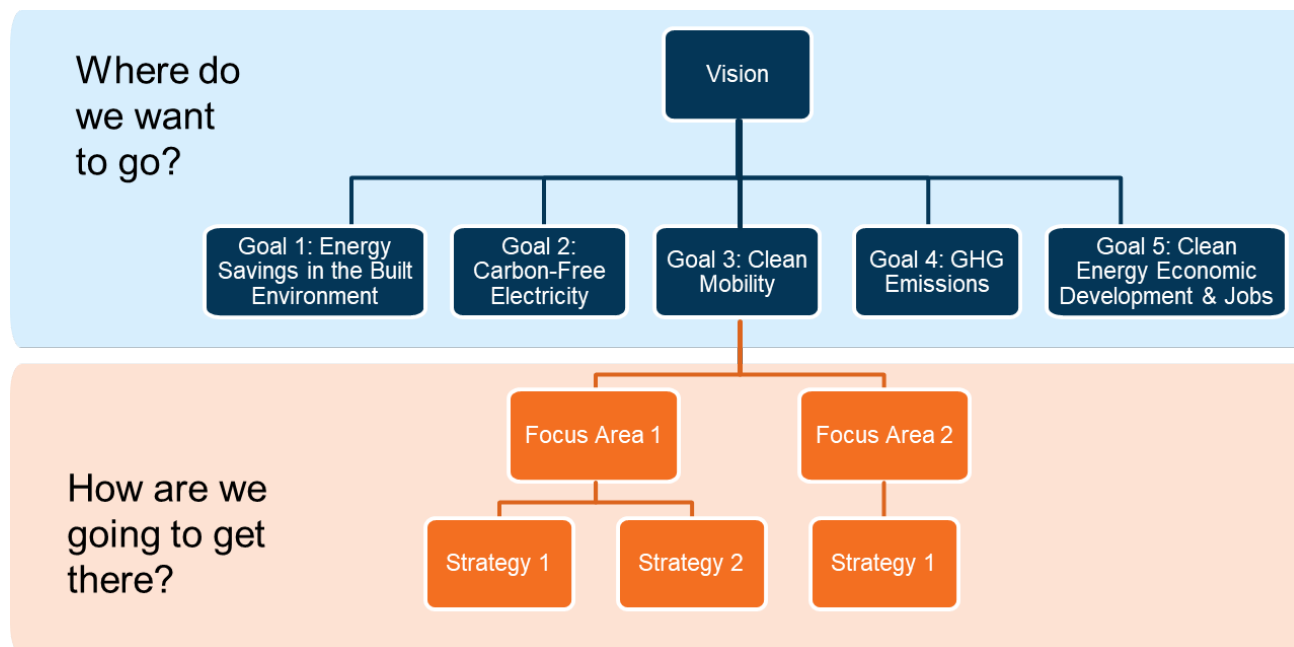


Figure 12: Energy Action Plan Structure

Other vision concepts were brought forward by the Energy Action Team during the planning process. While these concepts were not explicitly integrated into GCE's updated vision statement, they are recorded here and will continue to inform GCE's work going forward:

Equity: Several members of the Energy Action Team brought up the importance of considering equity, affordability, and support for a just economy. Energy Action Team members noted that geographical and socio-demographic differences across Garfield County could necessitate targeted approaches to ensure equitable implementation of energy projects and programs.

Education: Some Energy Action Team members suggested that education initiatives, including community engagement and workforce development, should be part of GCE's overarching vision. This important part of GCE's work is instead represented in its mission statement.

Climate: The Energy Action Team discussed whether to include concepts of climate change, greenhouse gas emissions, or decarbonization in GCE's vision statement. In order to ensure that the vision statement continues to resonate with and encourage action by residents across Garfield County, the board decided instead to focus more broadly on the county's environment and economy.

HOW WE ARE GOING TO GET THERE



For each goal, the Energy Action Team identified focus areas with a set of strategies designed to help GCE achieve its goals. The following sections are organized by the plan goals and strategies for each focus area. For available and anticipated resources to support implementation, see Appendix A: Available and Anticipated Resources.



Goal 1: Energy Savings

Energy Savings Goal: Achieve energy efficiency and conservation savings resulting in at least 12 percent total energy savings by 2030 over a 2019 baseline, which will require an average of at least 1.5 percent total annual energy use reduction from 2023 through 2030. As technology and funding improves, work for increased total savings.

Analysis shows that energy use has increased faster than population in the past five years, so achieving a 1.5 percent annual reduction is an ambitious goal. Yet it is doable – and good for the local economy. Energy-efficiency projects assisted by GCE to date are shaving \$2.3 million annually off the county’s collective energy bill. The following strategies designed to help us achieve this goal are organized into three focus areas:

- Focus Area: Residential Sector
- Focus Area: Commercial, Agricultural, and Industrial Sector
- Focus Area: Public Institutions

Focus Area: Residential Sector

The residential sector is responsible for about 50 percent of built environment energy use, meaning that focusing on helping Garfield County residents save energy and money is a key piece in meeting our energy savings goal. This focus area includes strategies to help residents save energy through energy efficiency behaviors and home improvements.

Targets:

- Achieve a total of 3,000 participants in residential energy efficiency programs; increase the number of participants by 25 percent per year by 2030.
- Achieve over 30,000 MMBtu annual reduction in residential energy use through energy efficiency program participation and other conservation efforts.
- Increase access to energy savings for all households, with particular emphasis on low- to moderate-income households – and provide translation services for rebates and programs – to reduce the energy burden on all Garfield County residents.

Strategies

- 1.1. Expand, continue, and advance robust, sustained residential energy efficiency programs for homes, with ample funding for rebates, grants, financing, and training to help Garfield County residents maximize energy cost savings and grow economic opportunities.
- 1.2. Provide ongoing support, education, and technical assistance to advance best practice energy-saving design for new construction; update codes and implement advanced energy/green codes where possible.
- 1.3. Advance incentives, programs, and policies that encourage and support property owners to implement energy efficiency improvements before or after purchase.

Focus Area: Commercial, Agricultural, and Industrial Sector

The commercial sector is responsible for about 50 percent of built environment energy use. Helping businesses and organizations save energy can also help them improve their bottom line and stimulate the local economy. This focus area includes strategies to help commercial entities save energy by connecting them with resources, providing them with technical assistance, and expanding access to incentives for energy saving projects.

Targets:

- Achieve a total of 300 participants in commercial energy efficiency programs by 2030; increase the number of participants by approximately 15 percent per year.
- Achieve over 30,000 MMBtu annual reduction in commercial energy use through energy efficiency program participation and other conservation efforts.
- Maximize access to state or federal resources to help the Garfield County region achieve its goals.

Strategies

- 1.4. Expand, continue, and advance robust commercial energy efficiency and energy management programs for businesses, with ample funding for rebates, grants, financing, and training to help Garfield County businesses maximize their energy cost savings.

- 1.5 Work with state partners, state and federal resources, and utilities to create and offer incentives, technical assistance, and training to create energy savings and increase energy efficiency for energy intensive industries in the county.
- 1.6 Expand and advance access to utility bill tracking and advanced energy management programs for large buildings.
- 1.7 Provide ongoing support, training, and technical assistance to encourage best practice energy-saving design; secure funding to incentivize upfront energy-saving construction and design.
- 1.8 Work with state partners to expand access to incentives, funding, technical assistance, and training to increase energy savings within agricultural operations.

Focus Area: Public Institutions

Maximizing energy savings at local government facilities, schools, and other public institutions demonstrates an efficient use of taxpayer funds and ensures that the public sector is leading by example. This focus area includes strategies to connect public institutions to funding resources and provides technical assistance for energy efficiency improvements.

Target:

- Achieve at least 10 percent energy cost savings in GCE partner facilities by 2030 through energy tracking and data-driven advanced energy management.

Strategies

- 1.9 Expand and continue countywide access and use of energy tracking and advanced energy management programs for public facilities and schools.
- 1.10 Create and tap innovative funding sources for government entities to cover upfront costs of facility improvements to reach local adopted targets; encourage government entities to incorporate energy savings into decision making, planning, and budgeting. Maximize access to state or federal resources, to help public institutions in Garfield County achieve their goals.
- 1.11 Provide ongoing support, training, and technical assistance to encourage best practice energy-saving design for new construction.



Goal 2: Carbon-Free Electricity

Carbon-Free Electricity Goal: Garfield County electricity will be 100 percent carbon-free by 2030 through grid-supplied resources and local renewable installations, as a means to a stronger, more resilient, and energy-secure economy and region¹⁰.

Garfield County has seen dramatic growth in solar over the past decade and is regarded as a solar leader in Colorado. The electric utilities serving Garfield County have each set these carbon-free electricity goals:

- Xcel Energy: 80 percent carbon-free electricity by 2030
- Glenwood Springs: 100 percent carbon-free electricity as of 2019
- Holy Cross Energy: 100 percent carbon-free electricity by 2030

While these utilities are working to make the grid cleaner, increased local renewables and storage will be critical for meeting the goal and realizing local resilience and economic benefits. The following strategies designed to help us achieve this goal are organized into four focus areas:

- Focus Area: On-Site Solar
- Focus Area: Community-Scale Solar
- Focus Area: Carbon-Free Grid
- Focus Area: Other Locally-Based Renewable Energy Sources

¹⁰ This goal acknowledges questions about “100% carbon-free” terminology raised during the planning process. Due to utilities using the term in their planning processes and sustainability goals, the plan is using this terminology while also working understand whether there are more accurate terms to describe this goal. See [Xcel Energy’s Carbon Reduction Plan](#) which envisions a future powered by renewable and zero-carbon 24/7 energy technologies.

Focus Area: On-Site Solar

Property owners who install solar at their sites can offset their electricity bill based on the amount of energy they produce, as well as help to meet local generation goals. This focus area includes strategies to connect all Garfield County community members to resources that will help them install and benefit from on-site solar installations.

Targets:

- Increase local residential on-site solar installs by 30% annually.
- Increase local commercial on-site solar installs by 5 businesses each year.

Strategies

- 2.1 Expand/continue Solarize Garfield County, including support for an energy storage component, with ample funding and special consideration for equitable access to the program.
- 2.2 Provide support and funding sources for all public entities to maximize on-site renewable energy for greater resilience and cost savings.
- 2.3 Work with all businesses in the region that are part of national corporations with net-zero and sustainability goals, to encourage local implementation of on-site renewable energy.
- 2.4 Work on the electricity grid, wholesale suppliers, and infrastructure issues, to address barriers to expanded renewable energy.
- 2.5 Incorporate solar into new construction and codes where there is interest and support.

Focus Area: Community-Scale Solar

Community-scale solar are typically larger installations than on-site solar and provide energy to multiple users (e.g., individuals, businesses, organizations). Community solar allows those who may not be able to install solar on-site to participate in local energy generation activities. Strategies in this focus area include efforts to develop more community-scale solar projects across Garfield County.

Target:

- Pursue development of 180 MW of market potential in Holy Cross Energy's service territory and 52 MW of market potential in Xcel Energy's service territory, for a total regional impact of 232 MW.

Strategies

- 2.6 Support efforts to install more community-scale renewable generation and storage, using the 3-County Solar+Storage plan as a guide.
- 2.7 Work on electricity grid and infrastructure issues to address barriers to expanded renewable energy.
- 2.8 Create and utilize innovative financing sources to maximize the local value of solar.
- 2.9 Promote participation in community solar gardens and make community solar gardens more accessible.

Focus Area: Carbon-Free Grid

All of Garfield County's electric providers are moving toward a carbon-free electric grid through renewable energy supplies. This focus area includes strategies to promote participation in existing renewable programs, to continue showing the demand for carbon-free electricity and to ensure that all residents, no matter their income level, can participate in renewable energy programs.

Target:

- Increase annual participation in participant-owned REC based renewable programs (e.g., Windsource, Renewable *Connect) to meet 100% carbon-free goal.

Strategies

- 2.10 Promote enrollment to utility-based renewable programs that increase access to carbon-free energy offered by the utilities.
- 2.11 Work with the utilities to eliminate financial barriers for low-income and underserved communities in accessing carbon-free energy programs. Increase translation services for these opportunities, thus reducing the barrier of language to participation.

Focus Area: Other Locally-Based Renewable Energy Sources

While solar and wind are the most prominent renewable energy sources, other sources can provide Garfield County with new economic and resiliency opportunities. This focus area includes strategies to explore and leverage these technologies.

Targets:

- None identified.

Strategies

- 2.12 Continue to increase regional awareness, exploration, development, and implementation of other renewable energy sources including micro-hydro and geothermal.
- 2.13 Tap state and federal resources to accelerate use of geothermal energy and increase use of renewable energy for heating and cooling.



Goal 3: Clean Mobility



Clean Mobility Goal: Transition at least 15 percent of all registered vehicles to zero-emissions electric by 2030 support alternative fuels where electric is not yet feasible or where alternative fuels are desirable; and help increase mode share for biking, walking, and transit.

Transitioning away from single occupancy internal combustion engine vehicles and toward cleaner forms of transportation will have multiple benefits for Garfield County, including improved air quality, reduced greenhouse gas emissions, and enhanced community vibrance and resilience. This goal takes a two-pronged approach to clean mobility, focusing both on electric and alternative fuel vehicles and on increasing active transportation such as biking, walking, and transit.

The following strategies designed to help us achieve this goal are organized into two focus areas:

- Focus Area: Transportation Electrification
- Focus Area: Increase Biking, Walking, Transit Mode Share

Focus Area: Transportation Electrification

Strategies in this focus area are aimed at increasing the adoption of electric vehicles throughout Garfield County, and to ensuring that there is a robust network of charging infrastructure to support those vehicles. These strategies support the State's goal of increasing the number of light-duty EVs in Colorado to 940,000 by 2030. In addition, these strategies support Xcel Energy's Clean Transportation Vision to enable one out of every five vehicles in the areas it serves to be electric by 2030, and for all vehicles to run on carbon-free electricity or other clean energy by 2050.

Garfield County has seen a steep increase in the number of electric vehicles over recent years, mirroring patterns at the state and national scale. According to Atlas Public Policy, Garfield County has an estimated 600 registered EVs as of December 2022, up from less than 100 just 5 years ago. Despite this rapid

increase, electric vehicles account for only 1% percent of all vehicles in Garfield County. Achieving our goal will therefore require significant action over the coming years.

Target:

- 15% of vehicles in Garfield County are zero emissions electric by 2030.

Strategies

- 3.1. Provide access to incentives, funding, and information that will make it easier for people to purchase Electric Vehicles (EVs), which include Battery Electric Vehicles (BEVs) and Plug-in Hybrid Electric Vehicles (PHEVs). Remove barriers to these purchases and ensure equitable access to electric vehicles.
- 3.2. Provide technical assistance, as well as access to incentives, information, and support, to encourage conversion of fleets to electric or plug-in hybrids.
 - Provide coaching and technical assistance to educate school districts on the details of, and how to apply for, available funding from federal and state sources to transition school bus fleets to electric school buses.
 - Provide coaching and technical assistance to all fleet owners, to encourage use of available incentives.
- 3.3. Continue to improve access to, improve, and maintain electric vehicle charging infrastructure.
 - Create a more detailed plan for expanding electric vehicle charging infrastructure in the region, to be prepared for state and federal funding. Address charging infrastructure gaps, such as in multifamily residences, to ensure that all residents have access to EV charging at home.
 - Provide targeted coaching and technical assistance to multifamily housing property managers and owners.
 - Connect residents, businesses, and municipalities to available incentives and programs for charging infrastructure.
- 3.4. Support efforts to electrify the public transit fleet.
- 3.5. Provide assistance to local governments, related to the adoption of codes and policies that support EV adoption and multimodal transportation.

Focus Area: Increase Biking, Walking, Transit Mode Share

Garfield County has high rates of active transportation and carpooling, with 32 percent of people choosing to travel to work by means other than driving alone, compared to 27 percent statewide. This focus area includes strategies to further increase biking, walking, and transit, in order to reduce greenhouse gas emissions and support community resilience.

Targets:

- None identified.

Strategies

- 3.6. Support local policies and conduct programs that encourage biking, walking, and transit, such as regional Bike to Work promotions and school biking/walking programs.

- 3.7. Support community bike programs and increase access to bikes for all populations.
- 3.8. Increase access to electric bike rebates where biking can be used to replace vehicle trips.
- 3.9. Support opportunities to improve first- and last-mile connectivity.
 - Support and promote Community Based Transit and App-based on-demand ride share.
- 3.10. Support local policies and programs that encourage alternative transportation.
 - Provide local governments with assistance related to the adoption of codes and policies that support EV adoption and multimodal transportation.
 - Support access to smart design to make it easier to bike or walk.



Goal 4: Greenhouse Gas Emissions

Greenhouse Gas Emissions Goal: The Garfield County region will reduce greenhouse gas emissions related to energy supply by 30 percent by 2030.

- Reduce greenhouse gas emissions related to the electric supply by 100 percent by 2030.
- Reduce greenhouse gas emission related to natural gas usage as well as related to utilities' commitment to cleaner delivery and supply by 10 percent by 2030.

Many of the focus areas and strategies included in this plan contribute to reduced greenhouse gas emissions. This new goal for GCE was recommended for inclusion in this plan by the Energy Action Team. The goal is intended to capture the cumulative impact of actions to reduce energy-related emissions and focuses on building electrification strategies not covered in other goal areas.

The following strategies designed to help us achieve this goal are organized under one focus area:

- Focus Area: Building Electrification

Focus Area: Building Electrification

This focus area includes strategies aimed at transitioning energy use in buildings away from fossil fuels and towards clean electricity. As grid-supplied electricity becomes cleaner, electrifying building energy use will reduce energy-related greenhouse gas emissions.

Targets:

- None identified

Strategies

- 4.1. Create, fund, and promote a countywide building electrification program.
- 4.2. Provide technical support for community institutions and developers to implement new construction efficiency and building electrification technologies.

- Provide new construction design assistance to support the integration of efficiency measures, electrification considerations, and renewable generation from the start.
 - Promote and increase participation in new construction efficiency and electrification incentives (e.g., engagement with Rifle Eco-Dwellings development).
 - Work with community institutions to lead by example.
- 4.3. Provide support to local government staff and elected officials around energy code updates related to beneficial electrification.
- 4.4. Support the implementation and enforcement of electrification codes and related energy codes (e.g., energy efficiency, renewable-energy ready, EV-ready).
- 4.5. Align local building codes with 2022 State legislation.
- 4.6. Provide education and outreach to residents and businesses around beneficial electrification opportunities.



Goal 5: Clean Energy Economic Development and Jobs

***Clean Energy Economic Development and Jobs Goal:** Accelerate and harness the economic benefits of energy efficiency, clean energy, and clean mobility for the benefit of the residents and communities of Garfield County and find ways to address any economic impacts of transitioning to clean energy.*

Since 2009 GCE has offered programs that create measurable economic benefits. These benefits can be increased by ramping up programs to reach more households and businesses, focusing on local job creation and workforce training, and working with state partners to address any negative impacts resulting from energy transitions.

The following strategies designed to help us achieve this goal are organized under three focus areas:

- Focus Area: Mobilizing Funding, Incentives, and Investment
- Focus Area: Education, Training, and Capacity Building
- Focus Area: Policy and Innovation

Focus Area: Mobilizing Funding, Incentives, and Investment

Many federal, state, and private entities recognize the importance of the clean energy industry and are providing funding resources to accelerate its development. This focus area includes strategies to leverage these resources to support sustained, resilient investment in energy action.

Targets:

- None identified

Strategies

- 5.1 Develop and offer multiple funding and financing options to overcome upfront cost barriers associated with other strategies listed in this plan and to ensure equitable access to new technologies, clean energy, and energy savings. Work to tap state, federal, or other resources to catalyze innovation and implement the vision, mission, and goals of this plan.

- 5.2 Identify and secure sustained funding sources for strategies to avoid “boom-bust” approaches to program implementation and achieve sustained benefits for growing the clean energy economy.

Focus Area: Education, Training, and Capacity Building

This focus area includes strategies to ensure that Garfield County’s institutions and workforce is prepared to take advantage of opportunities and implement the strategies identified in this plan.

Targets:

- None identified

Strategies

- 5.3 Develop and promote workforce development programs that support the strategies listed in this plan to increase localized employment opportunities and business development. Identify gap areas and work with the State and other partners to create training and incentives to fill gaps.
- 5.4 Work with educational institutions to provide energy education opportunities and training for multiple age groups. Work with educational institutions to create paid internships.
- 5.5 Provide ongoing outreach and training to build countywide knowledge, capacity, energy literacy, leadership, and technical expertise to support maximum local and regional economic benefits associated with achieving goals.

Focus Area: Policy and Innovation

This focus area includes opportunities to pursue policy and partnerships that support ongoing energy action in a way that creates local benefits within Garfield County.

Targets:

- None identified

Strategies

- 5.6 Pursue policies and funding that address the fiscal impacts of transitioning to a clean energy economy and assist the region with maintaining a strong economy and resources for public services in the face of changing national energy conditions.
- 5.7 Pursue partnerships and innovation to create maximum opportunities from the implementation of strategies and harness benefits locally.

IMPLEMENTATION



This Energy Action Plan update is a living document. Goals and strategies will be assessed and refined based on new data, technologies, or other opportunities.

Project Management

The implementation of this plan will be led by CLEER (GCE's program deliverer) with continued support from Xcel Energy's Partners in Energy. CLEER will coordinate with the Energy Action Team that helped develop this plan to also assist in implementation.

Data Reporting and Tracking

To ensure that GCE is making progress, goals and targets will be evaluated on an annual basis at minimum.

Partners in Energy will provide biannual progress reports with metrics of success and overall progress towards goals related to Xcel Energy rebates and programs. These reports will be available publicly and shared with the community. Other utility provider data will not be included in the biannual progress reports. Partners in Energy will work with GCE during implementation to support tool development that incorporates data from other utility service providers to track progress toward plan goals. If available, ad-hoc participation reports for specific Xcel Energy programs (e.g., Home Energy Squad®) can be provided to measure success of campaigns and to determine if we need to change course.

The goals and targets identified through this planning process are summarized in Table 9.

Table 9: Goals Tracking Summary

Goal	2030 Goal	2019 Baseline
Energy Usage (MMBtu): Achieve energy efficiency and conservation savings resulting in at least 12 percent total energy savings by 2030 over a 2019 baseline, which will require an average of at least 1.5 percent total annual energy use reduction from 2023 through 2030. As technology and funding improves, work for increased total savings. <u>Data Source:</u> Energy consumption data provided by utilities	3,936,746	4,253,022
Carbon-Free Electricity (%): Garfield County electricity will be 100 percent carbon-free by 2030 through grid-supplied resources and local renewable installations, as a means to a stronger, more resilient, and energy-secure economy and region. <u>Data Source:</u> Calculated based on carbon-free supply percentage provided by utilities and participant-owned local renewables	100%	46%
Zero-Emissions Transportation (%): Transition at least 15 percent of all registered vehicles to zero-emissions electric by 2030; support alternative fuels where electric is not yet feasible or where alternative fuels are desirable; and help increase mode share for biking, walking, and transit. <u>Data Source:</u> Total vehicle registration data from DMV and EV counts from Atlas Public Policy	15%	1% (2022 Baseline)
GHG Emissions (MTCO_{2e}): - Reduce greenhouse gas emissions related to the electric supply by 100 percent by 2030 - Reduce greenhouse gas emission related to natural gas usage as well as related to utilities' commitment to cleaner delivery and supply by 10 percent by 2030. <u>Data Source:</u> Estimated based on utility-provided consumption data and utility-specific emissions factors	0 (E) 126,467 (G)	173,781 (E) 140,519 (G)

APPENDIX A: AVAILABLE AND ANTICIPATED RESOURCES

Available Resources to Support Implementation

Resource	Related Goal Area				
	Energy Savings Goal	Carbon-Free Electricity	Clean Mobility	GHG Emissions	Clean Energy Econ. Dev. & Jobs
3-County Solar+Storage Plan		X			
Advanced Energy Management program (managed by CLEER)	X				
Advancing Colorado's Renewable Energy and Energy Efficiency (ACRE3) (managed by the Colorado Department of Agriculture)	X				
BEST Grant Program for Schools (managed by Colorado Department of Education)	X	X			
Building Performance Colorado (managed by the Colorado Energy Office)	X				
Can Do Colorado eBike Program (managed by the Colorado Energy Office)			X		
C-PACE financing for commercial entities	X	X			
Charge Ahead Grants (managed by the Colorado Energy Office) for Level 2 and DCFC EV charging stations			X		
Clean Air Program (CAP) Grants (managed by Colorado Energy Office)		X			
Colorado's Affordable Residential Energy (CARE) program (managed by CLEER)	X				
Colorado Energy Office Energy Code Trainings	X	X		X	
Colorado Low-Income Energy Assistance Program (LEAP) (managed by the Colorado Department of Human Services)	X				
Colorado RENU Loan for residential and commercial projects (managed by Colorado Clean Energy Fund)		X			

DC Fast Charging Plaza and Corridor Programs (managed by the Colorado Energy Office)			X		
Energy performance contracting (managed by Colorado Energy Office)	X	X			
Geothermal Energy Grant Program (managed by Colorado Energy Office)		X			
Federal Business Energy Investment Tax Credit		X			
Federal Renewable Electricity Production Tax Credit		X			
ReEnergize Garfield County (managed by CLEER)	X				
ReNew Our Schools (managed by Colorado Energy Office)	X				
Solarize Garfield County (managed by CLEER)		X			
Utility energy efficiency, solar, electrification, and electric vehicle programs	X	X	X	X	
Weatherization Assistance Program (WAP) (managed by NWCCOG)	X				
Xcel Energy Colorado Energy Codes & Standards Program	X	X		X	

Anticipated Resources to Support Implementation

Resource	Related Goal Area				
	Energy Savings Goal	Carbon-Free Electricity	Clean Mobility	GHG Emissions	Clean Energy Econ. Dev. & Jobs
Inflation Reduction Act					
Alternative Fuel Infrastructure Tax Credit (available from 1/1/2023 for up to 30 percent of charger cost, not to exceed \$100,000)			X		
Assistance for Latest and Zero Building Energy Code Adoption	X	X		X	
Energy Efficient Commercial Buildings Deduction	X				
Energy Efficient Home Improvement Credit (25C)	X				
Environmental and Climate Justice Block Grants	X	X	X	X	X
High-Efficiency Electric Home Rebate Program (HEERA)	X			X	
Grants for charging and fueling infrastructure			X		
Home Energy Performance Based, Whole-House Rebate (HOMES) Program	X				
Improving Energy Efficiency, Water Efficiency, or Resilience of Affordable Housing	X				
Low Emissions Electricity Outreach Program	X	X		X	
Clean Fleet Enterprise (managed by Colorado Department of Transportation)					
Clean Fleet Vehicle Workforce Development Portfolio to include a range of programs such as driver/operator training and technician training			X		X
Community Access Enterprise Funding (managed by the Colorado Energy Office)					
Community-Accelerated Mobility Project (CAMP) funding for mobility solutions such as electric carshare, vanpool, eBike share, community charging infrastructure			X		
Fleet Infrastructure Resources (FIR) support to fleet owners seeking to install EV charging to serve medium- and heavy-duty fleet operations			X		

Vehicle Investment for Sustainable Transportation Access (VISTA) funding to replace high-emitting vehicles with low-emissions options such as battery EVs, transit, electric alternative mobility, and others			X		
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APPENDIX B: STRATEGY METRICS & PARTNERS

Metrics are one important tool for creating steps to achieve and measure progress. The following list is a work in progress as GCE continues to refine meaningful and practical ways to measure progress.

Key Metrics

Goal 1: Energy Savings

- Focus Area: Residential Sector
 - Strategy 1.1
 - Utility energy efficiency program participation
 - CARE program participation
 - WAP program participation
 - ReEnergize Garfield County program participation
 - LEAP program participation
 - Strategy 1.2
 - Percent of Garfield County covered by the latest residential building energy codes
 - Strategy 1.3
 - To be determined as part of new program/policy
- Focus Area: Commercial, Agricultural, and Industrial Sector
 - Strategy 1.4
 - Utility energy efficiency program participation
 - Percentage of buildings reporting through Building Performance Colorado that are in compliance
 - Strategy 1.5
 - Number of entities in energy intensive industries that are receiving support from GCE
 - Strategy 1.6
 - Number of entities receiving utility bill tracking and advanced energy management program support from GCE
 - Strategy 1.7
 - Utility new construction program participation
 - Number of entities receiving construction and design support from GCE
 - Strategy 1.8
 - Number of agricultural entities receiving support from GCE
 - ACRE3 program participation
- Focus Area: Public Institutions
 - Strategy 1.9
 - Number of entities participating in advanced energy management programs
 - Strategy 1.10
 - Number of entities receiving support from GCE
 - Number of projects supported
 - Strategy 1.11
 - Utility new construction program participation

- Number of entities receiving construction and design support from GCE

Goal 2: Carbon-Free Electricity

- Focus Area: On-Site Solar
 - Strategy 2.1
 - Number of participants in Solarize Garfield County by household income level and associated solar capacity installed
 - Strategy 2.2
 - Number of entities receiving support from GCE and associated solar capacity installed
 - Strategy 2.3
 - Number of businesses receiving support from GCE and associated solar capacity installed
 - Strategy 2.4
 - To be determined as part of plan implementation
 - Strategy 2.5
 - To be determined as part of plan implementation
- Focus Area: Community-Scale Solar
 - Strategy 2.6
 - Number and capacity of community solar projects
 - Strategy 2.7
 - To be determined as part of plan implementation
 - Strategy 2.8
 - To be determined as part of plan implementation
 - Strategy 2.9
 - Number of participants in community solar programs
- Focus Area: Carbon-Free Grid
 - Strategy 2.10
 - Number of participants in utility renewable programs
 - Strategy 2.11
 - Number of participants in income-qualified community solar programs
- Focus Area: Other Locally-Based Renewable Energy Sources
 - Strategy 2.12
 - To be determined as part of plan implementation
 - Strategy 2.13
 - Number of geothermal projects or programs supported by GCE

Goal 3: Clean Mobility

- Focus Area: Transportation Electrification
 - Strategy 3.1
 - Uptake of incentives for electric vehicle purchase
 - Strategy 3.2
 - Number of fleet operators engaged

- Electric fleet vehicles purchased
- Strategy 3.3
 - Number of Level 2 and DC fast charging stations
 - Creation of detailed charging infrastructure plan
 - Number of multifamily property owners, residents, businesses, and/or municipalities engaged
- Strategy 3.4
 - Number of electric buses in public transit fleet
 - Number of fleet managers engaged
- Strategy 3.5
 - Number of local governments engaged
 - Adoption of codes and policies that support EV adoption and multimodal transportation
- Focus Area: Increase Biking, Walking, Transit Mode Share
 - Strategy 3.6
 - Number and size of engagement activities undertaken
 - Number of schools engaged
 - Number of policies adopted
 - Strategy 3.7
 - Number of community bike programs
 - Percentage of people commuting by bike
 - Strategy 3.8
 - Uptake of electric bike rebates
 - Strategy 3.9
 - Number of promotion activities
 - Community transit and rideshare use
 - Strategy 3.10
 - Number of local governments engaged
 - Adoption of local policies and programs to encourage alternative transportation

Goal 4: Greenhouse Gas Emissions

- Focus Area: Building Electrification
 - Strategy 4.1
 - Creation of an electrification program
 - Funding allocated to electrification program
 - Strategy 4.2
 - Number of institutions and developers engaged
 - Participation in new construction incentive programs
 - Strategy 4.3
 - Number of local governments engaged
 - Strategy 4.4
 - Adoption of beneficial electrification codes
 - Strategy 4.5

- Adoption of updated building codes
- Strategy 4.6
 - Number of residents and businesses engaged

Goal 5: Clean Energy Economic Development and Jobs

- Focus Area: Mobilizing Funding, Incentives, and Investment
 - Strategy 5.1
 - To be determined as part of plan implementation
 - Strategy 5.2
 - Number and size of funding sources for GCE
- Focus Area: Education, Training, and Capacity Building
 - Strategy 5.3
 - Number of workforce development programs created
 - Participation in workforce development programs
 - Strategy 5.4
 - Number of educational institutions engaged
 - Number of paid internships created
 - Strategy 5.5
 - Number of outreach and training programs launched
- Focus Area: Policy and Innovation
 - Strategy 5.6
 - To be determined as part of plan implementation
 - Strategy 5.7
 - Number of partnerships supporting GCE

Partners by Goal

Partner	Related Goal Area				
	Energy Savings Goal	Carbon-Free Electricity	Clean Mobility	GHG Emissions	Clean Energy Econ. Dev. & Jobs
Auto dealerships			X		
Bike share providers			X		
Bicycle advocacy groups			X		
Charging installers			X		
Colorado Clean Energy Fund		X			
Colorado Department of Agriculture	X				
Colorado Energy Office	X	X	X		X
Colorado Mountain College					X
Colorado Public Utilities Commission		X			
Electric and natural gas utilities	X	X	X	X	X
GRID Alternatives		X			
Local developers and contractors	X	X		X	
Local businesses, including fleet managers	X		X		
Local governments	X	X	X	X	
Multifamily property managers			X		
Northwest Colorado Council of Governments	X				
Ride share providers			X		
Real estate industry representatives	X				
Roaring Fork Transportation Authority			X		
School districts	X		X		
SWEEP			X		

APPENDIX C: GLOSSARY OF TERMS



15 x 15: Xcel Energy’s privacy rule, which requires all data summary statistics to contain at least 15 premises, with no single premise responsible for more than 15 percent of the total. Following these rules, if a premise(s) is responsible for more than 15 percent of the total for that data set, it is/they are removed from the summary.

British Thermal Unit (BTU): the amount of heat needed to raise one pound of water at maximum density through one degree Fahrenheit

Carbon-free: Carbon-free refers to sources of energy that will not emit additional carbon dioxide into the air. Wind, solar and nuclear energy are all carbon free sources but only wind and solar are renewable.

Carbon-neutral: Carbon-neutral, also described as “net zero”, could include carbon-free sources but is broader and refers to energy that removes or avoids as much carbon dioxide as is released over a set period of time. Carbon-neutral is sometimes used to describe a site that produces an excess amount of electricity from a renewable energy source, such as solar, compared to what it consumes. That excess energy is put back into the grid in an amount that offsets the carbon dioxide produced from the electricity it draws from the grid when it is not producing renewable energy.

Community Data Mapping: A baseline analysis of energy data in a geospatial (map) format across the community.

Degree Days: Degree days are a measure of how warm or cold a location is. A degree day compares the mean outdoor temperature to a standard temperature, usually 65°F. The more extreme the outdoor temperatures, the higher number of heating or cooling degree days, and the higher the energy used for space heating or cooling.

Demand Side Management (DSM): Modification of consumer demand for energy through various methods, including education and financial incentives. DSM aims to encourage consumers to decrease energy

consumption, especially during peak hours, or to shift time-of-energy use to off-peak periods such as nighttime and weekend.

Direct Installation: Free energy-saving equipment installed by Xcel Energy or other organization, for program participants, that produces immediate energy savings.

Energy Burden: Percentage of gross household income spent on energy costs.

Energy Reduction: The result of behavior changes that cause less energy to be used. For example, setting the thermostat to a lower temperature *reduces* the energy used in your home during the winter. Since energy reductions can be easily reversed, they are not accounted for when calculating changes in energy usage.

Energy Savings: Comes from a permanent change that results in using less energy to achieve the same results. A new furnace uses X percent less energy to keep your home at the same temperature (all things being equal), resulting in energy savings of X percent. For accounting purposes, energy savings are only counted in the year the new equipment is installed.

Greenhouse Gases (GHG): Gases in the atmosphere that absorb and emit radiation and significantly contribute to climate change. The primary greenhouse gases in the earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide, and ozone.

Grid Decarbonization: The current planned reduction in the carbon intensity of electricity provided by electric utilities through the addition of low- or no-carbon energy sources to the electricity grid.

Kilowatt-hour (kWh): A unit of electricity consumption.

Million British Thermal Units (MMBtu): A unit of energy consumption that allows electricity and natural gas consumption to be combined.

Metric Tons of Carbon Dioxide Equivalent (MTCO_{2e}): A unit of measure for greenhouse gas emissions. The unit "CO_{2e}" represents an amount of a greenhouse gas whose atmospheric impact has been standardized to that of one unit mass of carbon dioxide (CO₂), based on the global warming potential (GWP) of the gas.

Megawatt (MW): A unit of electric power equal to 1 million watts.

Premise: A unique combination of service address and meter. For residential customers, this is the equivalent of an individual house or dwelling unit in a multi-tenant building. For business customers, it is an individual business, or for a larger business, a separately-metered portion of the business's load at that address.

Renewable Energy Certificate (REC): For every megawatt-hour of clean, renewable electricity generation, a renewable energy certificate (REC) is created. A REC embodies all the environmental attributes of the generation and can be tracked and traded separately from the underlying electricity. Also known as a Renewable Energy Credit.

Resilience: The ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions. Resilience includes the ability to withstand and recover from deliberate attacks, accidents, or naturally occurring threats or incidents.

Recommissioning: An energy efficiency service focused on identifying ways that existing building systems can be tuned up to run as efficiently as possible.

Solar Garden: Shared solar array with grid-connected subscribers who receive bill credits for their subscriptions.

Solar Photovoltaic (PV): Solar cells/panels that convert sunlight into electricity (convert light, or photons, into electricity, or voltage).

Subscription: An agreement to purchase a certain amount of something in regular intervals.

Therm (thm): A unit of natural gas consumption.



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the July 19, 2023, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the July 19, 2023, Regular Meeting

Recommended Action:

Move to approve the minutes of the July 19, 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 July 19, 2023, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 07.19.2023 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

July 19, 2023

7:00 p.m.

202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

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

Present at Roll Call:

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

Others Present:

City Manager Tommy Klein, City Clerk Misty Williams, Assistant City Attorney Lawrence Bond, Rifle Cable 10 Manager (RCTV) Michael Churchill, Chief of Police Debra Funston, Planning Director Patrick Waller, Planner Geir Sverdrup, Finance Director Scott Rust, Parks and Recreation Director Austin Rickstrew, IT Director Kelly Thompson, Network and Systems Administrator Jake Statler, Glenn Ault, Alice Kuersten, John Kuersten, Shannon Kyle, Marine Karjhova, Klayton Costanzo, Alex Daue, Cheryl Chandler, Caleb Waller, Seth Myers, Harold Martinez, Chase Kyriss, Cecilia Uher, Fernando Argiro, Mark Hayez and Mike Sorenson.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Minutes of the July 5, 2023, Regular Meeting
- B. Consider Liquor License Renewal for Walmart Inc., dba Walmart #5232
- C. Consider Liquor License Renewal for Plaza Liquors, LLC dba Plaza Liquors
- D. Consider Liquor License Renewal for Dillon Companies LLC, dba City Market #43
- E. Consider Liquor License Renewal for City of Rifle dba Ute Theater and Events Center
- F. Consider Approval of Ordinance No. 13, Series of 2023 – Ground Lease with Habitat for Humanity – 2nd Reading
- G. Consider Approval of Ordinance No. 14, Series of 2023 – Xcel Franchise Agreement – 2nd Reading
- H. Consider Approval of Greater Rifle Improvement Team Grant Funding Recommendations for July 2023 Grant Cycle

Councilor Sean Strode moved to approve Consent Agenda Item A, B, C, D, E, F, G and H; seconded by Councilor Brian Condie.

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

Abstained from Item H – Councilor Alicia Gresley

No – None.

PUBLIC HEARING

Consider Request for Approval – Fritzlan/Ecodwelling Annexation

Mayor Ed Green opened the public hearing.

Planning Director Patrick Waller with Fernando Argiro owner of Eco Dwelling, John Kuersten owner of Kuersten Construction, LLC and Alex Daue with Alex Morgan presented a request for approval of the Fritzlan/Ecodwelling Annexation. This project was previously denied at the April 19, 2023 City Council meeting. Eco Dwellings, LLC has amended and re-submitted the application. The property is located to the north of Last Chance Drive and the west of Megan Avenue., to the east is Grand River Hospital, and to the northwest is the Habitat for Humanity Wapiti Project. The applicant seeks Annexation, Sketch Plan Approval and MDR PUD zoning of 7.9 acres into the City of Rifle. The applicant's conceptual site plan shows 51 single-family lots that will be developed with approximately 900 square foot, two bedroom and 1220 square foot three bedroom units that are built by the applicant. The proposed homes are to be site-built homes using factory pre-fabricated components. The framing components are all manufactured from raw steel coils at the Eco Dwelling Factory in Rifle. The site-built homes will utilize local subcontractors to complete the rest of the construction. The proposal also includes approximately one 0.81 acre and two 0.2 acre park parcels. The roads for the project will be privately maintained by the HOA as well as the proposed park space. Notice requirements by the State Statute and Rifle Municipal Code were met.

Public comments were heard from the Mark Hayez, Caleb Waller, Mike Soreson, Glen Ault and Seth Myers.

Letters were received from Mary Bridges and Colorado River Valley Chamber of Commerce.

Mayor Ed Green closed the public hearing.

Comments were heard from Councilor Brian Condie, Councilor Alicia Gresley, Councilor Sean Strode, Councilor Chris Bornholdt, Councilor Joe Carpenter and Mayor Ed Green.

Ordinance No. 15, Series of 2023 – Annexation – 1st Reading

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

Councilor Brian Condie moved to approve the Ordinance No. 15, Series of 2023 – Annexation on its first reading and order it to be published by title as required by Charter; seconded by Councilor Alicia Gresley.

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

No – None.

Ordinance No. 16, Series of 2023 – Zoning – 1st Reading

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

Councilor Brian Condie moved to approve Ordinance No. 16, Series of 2023 – Zoning on its first reading and order it to be published by title as required by Charter; seconded by Councilor Alicia Gresley.

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

No – None.

Resolution No. 20, Series of 2023 – Annexation Findings

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

Councilor Brian Condie moved to approve Resolution No. 20, Series of 2023 – Annexation Findings; seconded by Councilor Alicia Gresley.

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

No – None.

Resolution No. 21, Series of 2023 – Annexation Plan

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.

Councilor Brian Condie moved to approve Resolution No. 21, Series of 2023 – Annexation Plan; seconded by Councilor Alicia Gresley.

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

No – None.

Fritzlan / Eco Dwelling Annexation Agreement

Eco Dwellings, LLC seeks Annexation of 7.9 acres into the City of Rifle. The purpose of this document as annexation agreement is to set forth the terms and conditions of the annexation of the property. Public Notice requirements were met. Property annexation will be established by Ordinance No. 15, Series of 2023 and by Ordinance No. 16, Series of 2023 zoning the property medium density residential planned unit development.

Councilor Brian Condie moved to approve the Fritzlan/EcoDwelling Annexation Agreement; seconded by Councilor Alicia Gresley.

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

No – None.

REGULAR AGENDA

Consider Wastewater Expenditure – Generator Repair

City Manager Tommy Klein presented request to consider the wastewater generator repair expense. The Cummins Service Center in Grand Junction inspected the generator and determined the leak was caused by corrosion and cannot be repaired. The original quoted repairs were approved at the May 3, 2023 City Council meeting for \$39,951.15. However the repairs were re-evaluated and came back with a revised amount of \$46,554.77. Staff recommends approval of the expense as it will be covered under the 2023 maintenance and repairs budget.

Councilor Clint Hostettler moved to approve the backup generator repair in the revised amount of \$46,554.77; seconded by Councilor Chris Bornholdt.

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

No – None.

Consider Acceptance of the 2022 Annual Financial Report and Associated Audit Report

Finance Director Scott Rust presented the 2022 Annual Financial Report and Associated Audit Report. Jim Hinkel with Hinkel & Company provided a presentation and summary of the 2022 annual financial and associated audit reports at the workshop before the council meeting. Each year, council reviews the audit and financial reports and determines if the documents are acceptable. The 2022 audit was conducted on a timely fashion. The audit covers the overall financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City. Staff recommends approval of the 2022 annual financial and associated audit reports as the financial fund balances are healthy due to the transparent control structure in place.

Councilor Clint Hostettler moved to accept the 2022 Annual Financial Report and the Associated Audit Report; seconded by Councilor Alicia Gresley.

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

No – None.

Consider Approval of 2023 Street Stripping Contract

Public Works Director Brian Prunty presented request to consider approval of the 2023 Street Stripping Contract. Bids were requested and only 2 bids were received from Prestigious Paving, LLC and Stripe A Lot, Inc. This contract addresses and fulfills the annual striping requirement for motorized safety in the City of Rifle. Staff recommends approval of the 2023 Street Stripping Contract with Stripe A Lot, Inc. as they have demonstrated their ability numerous times over the past several years.

Councilor Sean Strode moved to approve the 2023 Street Stripping Contract with Stripe–A-Lot, Inc. in the amount of \$35,112.31; seconded by Councilor Alicia Gresley.

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

No – None.

Consider Purchase of Replacement Virtual Desktop Infrastructure Hosts

IT Director Kelly Thompson presented request to consider the purchase for replacement of the virtual desktop infrastructure hosts. The hosts that are currently in use will be going out of support next year. The VDI host replacement was an expense budgeted for in 2024 but due to some savings in other areas, there are funds available this year to make the purchase and transition sooner than expected. Replacement will still be HP servers due to the familiarity of the network. Staff recommends approval of purchase request as it will lead to more efficiency in completing some of the existing 2023 projects and will save staff time.

Councilor Alicia Gresley moved to approve the purchase of replacement VDI hosts for the City of Rifle network at a cost not to exceed \$60,000.00; seconded by Councilor Clint Hostettler.

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

No – None.

Report to City Manager

Reports were heard from City Manager Tommy Klein and Public Works Director Brian Prunty.

Comments from Mayor and Council

Comments were heard from Councilor Alicia Gresley, Councilor Sean Strode, Councilor Clint Hostettler, Councilor Chris Bornholdt and Mayor Ed Green.

Adjournment

Meeting adjourned at 8:58 p.m.

Misty Williams
City Clerk

Ed Green
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Liquor License Renewal for TEDREX, Inc. dba Choice Liquors

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for TEDREX, Inc. dba Choice Liquors

Recommended Action:

Move to approve the Liquor License Renewal for TEDREX, Inc. dba Choice Liquors

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

TEDREX, Inc. dba Choice Liquors located at 680 Wapiti Court, Rifle, CO has submitted a Liquor Store 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 Choice Liquors Renewal

Submit to Local Licensing Authority

RECEIVED

JUL 20 2023

**City Clerk
 City of Rifle**

Fees Due	
Renewal Fee	227.50
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	\$ 227.50

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 Ted Rex Inc			Doing Business As Name (DBA) Choice Liquors	
Liquor License # 07-71438-0000	License Type Liquor Store (City)	Sales Tax License Number 007714380000	Expiration Date 7/20/2023	Due Date
Business Address 680 Wapiti CT Rifle, CO 81650				Phone Number (903)539 3085
Mailing Address 17774 Preston Road, Dallas, TX 75252			Email staff@storemgmt.com	
Operating Manager (	Date of Birth ,	Home Address		Phone Number
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease <u>30/10/2032</u>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No				
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No				
3b. If so, which are you renewing? ☐ Delivery ☒ Takeout ☐ Both Takeout and Delivery				
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No				
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No				
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No				

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business Iman Sheikh	Title Owner
Signature <i>Iman Sheikh</i>	Date 7/18/2023

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Iman Sheikh am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Ted Rex Inc (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) Iman Sheikh		Social Security Number/Tax Identification Number	
Address 680 Wapiti CT			
City Rifle		State CO	Zip 81650
Home Phone Number 903 539 3085		Business/Work Phone Number 903 539 3085	
Printed name of person signing on behalf of the Applicant/Licensee Iman Sheikh			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <i>Iman Sheikh</i>			Date signed 7/18/2023

Privacy Act Statement

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



Agenda Item #5.c.

Agenda Item Name:

Consider Conveyance of Cemetery Space

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Ms. Debbie Snyder Ashline would like to return the space to the City of Rifle for the originally paid amount. The cemetery needs more space. We recommend repurchasing this space from the owner at the original purchase price of \$1,205.00.

Recommended Action:

Move to approve the purchase of cemetery space, for a total amount of \$1,205.00.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Code allows purchase back of grave spaces at original purchase price.

Executive Summary:

Recommend buy back of this space to increase the availability of grave spaces in Rose Hill Cemetery.

Notification Requirements:

None

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. Debbie Ashline Buyback MEMO
2. Deed of Conveyance



Memo

To: Honorable Mayor and Council

From: Angie Wilkins, Administrative Assistant

Date: 7/26/2023

Re: Buy-Back of Cemetery Spaces

I am requesting approval to purchase back cemetery space known as D-005-2900 purchased by Debbie Snyder Ashline on September 22, 2010. Debbie lives in Waxhaw North Carolina and will now be laid to rest there. The price paid in 2010 was \$630 for the space and \$575 for perpetual care, for a total of \$1205.

Respectfully,

Angie Wilkins



CITY OF RIFLE

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

WWW.RIFLECO.ORG

(970) 665-6480 • PARKS@RIFLECO.ORG

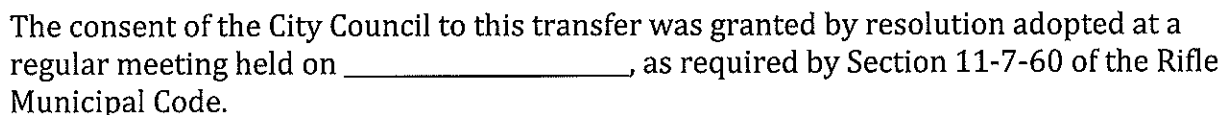
I Debbie Snyder Ashline , whose address is 2533 Southern Trace Drive Waxhaw NC 28173, for the consideration of \$ 1205 (\$630 Lot \$575 Perpetual Care) hereby transfers, sells and conveys to

Whose address is 202 Railroad Ave, Rifle, CO 81650, Space(s) D-005-2900, of the Rose Hill Cemetery, in the City of Rifle, County of Garfield and State of Colorado, as shown on the official maps and plats thereof, and warrants the title to the same; and also warrants that the space(s) have not been used for the burial of any person.

Signatures: Rebecca Snyder Ashline

The foregoing deed was subscribed and sworn to before me this 9th day of July, 2023 by Debbie Snyder Ashline

Anita Brandon
Notary Public
May 23, 2026
My commission expires



Mayor

This transfer was duly recorded on the records of the Rose Hill Cemetery on this _____ day of _____, 20____.

City Clerk



Agenda Item #5.d.

Agenda Item Name:

Consider Amendment to Site Lease for Solar Facility at 2515 West Centennial Parkway

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider Amendment to Site Lease for Solar Facility at 2515 West Centennial Parkway

Recommended Action:

Move to approve the Amendment to the Site Lease for the Solar Facility at 2515 West Centennial Parkway

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

Rifle City Council previously entered into a lease agreement with a solar developer for a Community Solar Garden located at 2515 West Centennial Parkway (wastewater parcel).

Background Information:

The solar facility was approved via Conditional Use Permit 2021-015 and has since been completed.

Executive Summary:

The solar developer is closing out the project and identified some minor clean-up items that were needed to the lease area that was approved by City Council. This includes a fence encroachment on the southern side of the fence line, amending the access easement and a portion of the entrance that was slightly outside of the easement.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. PS7 First Amendment (7.19.23)

FIRST AMENDMENT TO SOLAR LEASE

THIS FIRST AMENDMENT TO SOLAR LEASE ("First Amendment") is made and entered into as of July 19, 2023, by and between City of Rifle, Colorado, a home-rule Municipality, whose residence/mailling address is PO Box 1908, Rifle, CO 81650 ("Owner"), and Vestal PS7 Solar, LLC f/k/a Pivot Solar 7, LLC, a Colorado Limited Liability Company, whose address is 396 Springfield Avenue, Suite 200, Summit, NJ 07901 ("Company") (Owner and Company the "Parties" and each a "Party"), and provides as follows:

RECITALS

WHEREAS, Owner and Company are parties to that certain Solar Lease dated August 17, 2020;

WHEREAS, on December 3, 2021 Company changed its name from Pivot Solar 7, LLC to Vestal PS7 Solar, LLC;

WHEREAS, Company has leased real property described and generally depicted in Exhibit A of the Lease from Owner to develop, construct, own and operate a facility for the collection, conversion, generation, transmission, and distribution of solar energy on the Property, along with easements, rights-of-way and other rights and benefits thereto;

WHEREAS, both Parties now intend to update the provisions of the Agreement as follows:

AGREEMENT

NOW, THEREFORE, the Agreement is hereby amended as follows:

- I.** Replacement of Exhibits A: Exhibit A to the Agreement is hereby replaced in its entirety with Exhibits A attached to this First Amendment hereto.
- II.** Amendment of Exhibit B-1: Exhibit B-1 of the Agreement is hereby amended to incorporate Exhibit B-1 of the Agreement.

OTHER TERMS

- III.** Continuing Effectiveness: After giving effect to this First Amendment shall remain in full force and effect and is hereby ratified, approved and confirmed in each and every respect. The First Amendment set forth herein is limited as written, and except as specifically provided in this First Amendment, no amendments, revisions or changes to, or other waivers of the terms of the Agreement or Short Form are made or permitted hereby.
- IV.** Capitalized Terms: All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

- V. Counterparts: This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this First Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this First Amendment.
- VI. Section Headings: The various headings of this First Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this First Amendment.

SIGNATURE PAGES FOLLOW

SIGNATURE PAGE TO
First Amendment to Solar Lease

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Solar Lease as of the date set forth above.

OWNER: _____

By (printed name): _____

Its (title): _____

COMPANY: _____
Vestal PS7 Solar, LLC

By (printed name): _____

Its (title): Authorized Representative

EXHIBIT A TO FIRST AMENDMENT TO SOLAR LEASE

(see attached)

PAGE 1 OF 2

SOLAR LEASE AREA:

A SOLAR LEASE AREA EXISTING OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18, BEING A FOUND 3 1/4" ALUMINUM CAP ON A #6 REBAR LS 37075 AS SHOWN AND DESCRIBED HEREON AND CONSIDERING A LINE TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18 BEING A FOUND 3 1/4" BRASS CAP ON A 2" PIPE LS 14060 AS SHOWN AND DESCRIBED HEREON TO BEAR NORTH 00°43'32" EAST; THENCE NORTH 00°43'32" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 1265.28 FEET; THENCE SOUTH 89°16'28" EAST, A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID SOLAR LEASE AREA THE FOLLOWING SIXTEEN COURSES:

- 1) S00°14'20"W 390.64 FEET;
 - 2) S89°59'57"E 217.15 FEET;
 - 3) N42°01'47"E 72.05 FEET;
 - 4) N90°00'00"E 309.42 FEET;
 - 5) N57°13'36"E 58.72 FEET;
 - 6) N74°07'42"E 18.20 FEET;
 - 7) S89°59'37"E 233.49 FEET;
 - 8) S 00°00'00"E 85.26 FEET;
 - 9) S89°59'57" E 338.45 FEET;
 - 10) N57°29'49"E 110.52 FEET;
 - 11) N00°00'00"E 176.99 FEET;
 - 12) N72°19'47"W 362.51 FEET;
 - 13) N71°40'30"W 575.25 FEET;
 - 14) N90°00'00"W 102.81 FEET;
 - 15) S41°55'11"W 190.36 FEET;
 - 16) N90°00'00"W 183.76 FEET,
- TO THE POINT OF BEGINNING.

SAID DESCRIBED SOLAR LEASE AREA CONTAINING 480,342 SQUARE FEET OR 11.027 ACRES MORE OR LESS.



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
"PS7"
SE 1/4 S18,
TOWNSHIP 6 SOUTH,
RANGE 93 WEST, 6TH P.M.,
COUNTY OF GARFIELD,
STATE OF COLORADO.

NOTES:

- 1) THIS IS NOT A LAND SURVEY PLAT NOR AN IMPROVEMENT SURVEY PLAT AND IS NOT INTENDED FOR THE SUBDIVISION NOR SALE OF LAND.
- 2) THE PURPOSE OF THIS EXHIBIT IS TO GRAPHICALLY DEPICT THE LOCATION THE DESCRIBED SOLAR LEASE AREA AS SHOWN HEREON.
- 3) SAID SOLAR LEASE AREA CONTAINING 480,342 SQ. FEET OR 11.027 ACRES MORE OR LESS.

SOLAR LEASE AREA LINE TABLE:

- 1) S00°14'20"W 390.64 FEET
- 2) S89°59'57"E 217.15 FEET
- 3) N42°01'47"E 72.05 FEET
- 4) N90°00'00"E 309.42 FEET
- 5) N57°13'36"E 58.72 FEET
- 6) N74°07'42"E 18.20 FEET
- 7) S89°59'37"E 233.49 FEET
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- 13) N71°40'30"W 575.25 FEET
- 14) N90°00'00"W 102.81 FEET
- 15) S41°55'11"W 190.36 FEET
- 16) N90°00'00"W 183.76 FEET
- 17) S 89°16'28" E 68.00 FEET

THE NORTH SOUTH CENTERLINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. BASIS OF BEARINGS

N 00°43'32" E 5287.15'

N 00°43'32" E 1265.28'

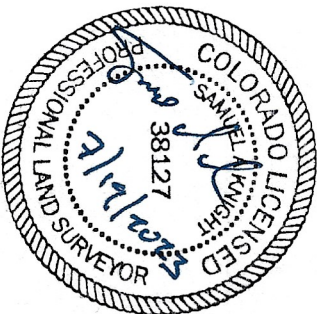
THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. FOUND 3 1/4" BRASS CAP ON A 2" PIPE LS 14060

POINT OF BEGINNING

EXISTING SOLAR ARRAY CONTAINING: 480,342 SQ. FT. OR 11.027 ACRES MORE OR LESS

PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. ADDRESS: 2515 W. CENTENNIAL PARKWAY OWNER: CITY OF RIFLE PARCEL NO: 217718400314

THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. FOUND 3 1/4" ALUMINUM CAP ON LS 37075 POINT OF COMMENCEMENT SOLAR LEASE AREA



PROJECT LOCATION:
"PST"
SE 1/4 S18,
TOWNSHIP 6 SOUTH,
RANGE 93 WEST, 6TH P.M.,
COUNTY OF GARFIELD,
STATE OF COLORADO.

EXHIBIT B-1 TO FIRST AMENDMENT TO SOLAR LEASE

(see attached)

PAGE 1 OF 2

ACCESS EASEMENT: PART "A"

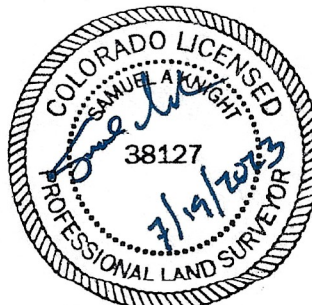
AN ACCESS EASEMENT EXISTING OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18, BEING A FOUND 3 1/4" ALUMINUM CAP ON A #6 REBAR LS 37075 AS SHOWN AND DESCRIBED HEREON AND CONSIDERING A LINE TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18 BEING A FOUND 3 1/4" BRASS CAP ON A 2" PIPE LS 14080 AS SHOWN AND DESCRIBED HEREON TO BEAR NORTH 00°43'32" EAST; THENCE NORTH 00°43'32" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 1265.28 FEET; THENCE SOUTH 89°16'28" WEST, A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING OF ACCESS EASEMENT PART "A"; THENCE SOUTH 00°14'20" WEST ALONG THE WEST LINE OF AN EXISTING SOLAR LEASE AREA, A DISTANCE OF 26.92 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT ALONG THE EDGE OF AN EXISTING ACCESS EASEMENT GARFIELD COUNTY RECEPTION NUMBER 948866 A DISTANCE OF 61.08 FEET, HAVING A RADIUS OF 47.53 FEET AND A CHORD BEARING NORTH 42°23'05" WEST, A DISTANCE OF 56.96 FEET; THENCE SOUTH 68°31'37" EAST, A DISTANCE OF 41.38 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID DESCRIBED ACCESS EASEMENT PART "A" CONTAINING 887 SQUARE FEET OR 0.020 ACRES MORE OR LESS.

PART "B"

AN ACCESS EASEMENT EXISTING OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18, BEING A FOUND 3 1/4" ALUMINUM CAP ON A #6 REBAR LS 37075 AS SHOWN AND DESCRIBED HEREON AND CONSIDERING A LINE TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18 BEING A FOUND 3 1/4" BRASS CAP ON A 2" PIPE LS 14080 AS SHOWN AND DESCRIBED HEREON TO BEAR NORTH 00°43'32" EAST; THENCE NORTH 00°43'32" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 1265.28 FEET; THENCE CONTINUING ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18 NORTH 00°43'32" EAST, A DISTANCE OF 492.24 FEET TO THE POINT OF BEGINNING OF ACCESS EASEMENT PART "B"; THENCE CONTINUING ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18 NORTH 00°43'32" EAST, A DISTANCE OF 97.87 FEET; THENCE NORTH 24°57'23" EAST, A DISTANCE OF 9.45 FEET MORE OR LESS TO THE WEST LINE OF THE EXISTING ACCESS EASEMENT GARFIELD COUNTY RECEPTION NUMBER 948866; THENCE ALONG THE WEST LINE OF SAID ACCESS EASEMENT GARFIELD COUNTY RECEPTION NUMBER 948866 SOUTH 01°12'25" WEST, A DISTANCE OF 120.26 FEET; THENCE NORTH 110°2'45" WEST, A DISTANCE OF 14.06 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID DESCRIBED ACCESS EASEMENT PART "B" CONTAINING 369 SQUARE FEET OR 0.0008 ACRES MORE OR LESS.



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
"PS7"
SE 1/4 S18,
TOWNSHIP 6 SOUTH,
RANGE 93 WEST, 6TH P.M.,
COUNTY OF GARFIELD,
STATE OF COLORADO.

PAGE 2 OF 2

THE NORTH QUARTER CORNER OF
SECTION 18, TOWNSHIP 6 SOUTH,
RANGE 93 WEST OF THE 6TH P.M.
FOUND 3 1/4" BRASS CAP ON
A 2" PIPE LS 14060

NOTES:

- 1) THIS IS NOT A LAND SURVEY PLAT
NOR AN IMPROVEMENT SURVEY PLAT AND
IS NOT INTENDED FOR THE SUBDIVISION
NOR SALE OF LAND.
- 2) THE PURPOSE OF THIS EXHIBIT IS TO
GRAPHICALLY DEPICT THE LOCATION THE
DESCRIBED ACCESS EASEMENTS AS
SHOWN HEREON.
- 3) ACCESS EASEMENT PART "A":
CONTAINING: 887 SQ. FT. OR 0.020
ACRES MORE OR LESS
- ACCESS EASEMENT PART "B":
CONTAINING: 369 SQ. FT. OR 0.008
ACRES MORE OR LESS.

EXISTING LINE TABLE:

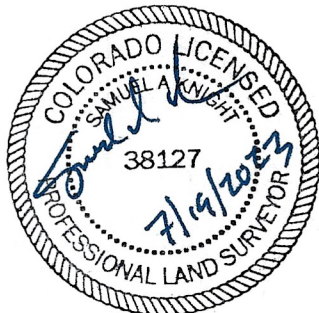
- 1) S 89°16'28" E 68.00'
- 5) N 00°43'32" E 492.24'

LINE TABLE ACCESS EASEMENT PART "A":

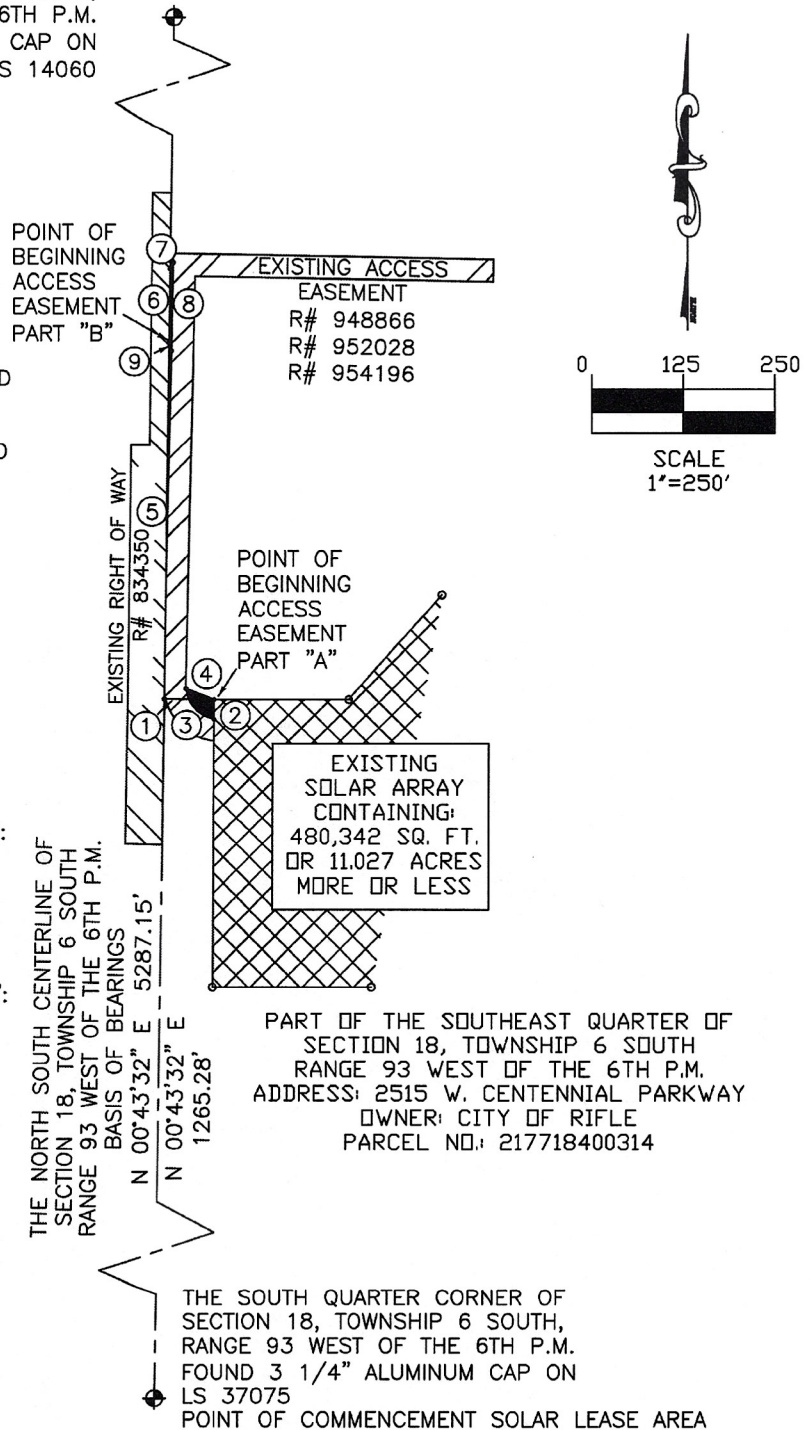
- 2) S 00°14'20" W 26.92'
- 3) CH=N 42°23'05" W 56.96'
R=47.53' AL=61.08'
- 4) S 68°31'37" E 41.38'

LINE TABLE ACCESS EASEMENT PART "B":

- 6) N 00°43'32" E 97.87'
- 7) N 24°57'23" E 9.45'
- 8) S 01°12'25" W 120.26'
- 9) N 11°02'45" W 14.06'



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127



PROJECT LOCATION:
"PS7"
SE 1/4 S18,
TOWNSHIP 6 SOUTH,
RANGE 93 WEST, 6TH P.M.,
COUNTY OF GARFIELD,
STATE OF COLORADO.



Agenda Item #5.e.

Agenda Item Name:

Consider Second Amendment to Short Form Lease for Solar Facility at 2515 West Centennial Parkway

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider Second Amendment to Short Form Lease for Solar Facility at 2515 West Centennial Parkway

Recommended Action:

Move to approve Second Amendment to Short Form Lease for Solar Facility at 2515 West Centennial Parkway

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

Rifle City Council previously entered into a lease agreement with a solar developer for a Community Solar Garden located at 2515 West Centennial Parkway (wastewater parcel).

Background Information:

The solar facility was approved via Conditional Use Permit 2021-015 and has since been completed.

Executive Summary:

The solar developer is closing out the project and identified some minor clean-up items that were needed to the lease area that was approved by City Council. This includes a fence encroachment on the southern side of the fence line, amending the access easement and a portion of the entrance that was slightly outside of the easement.

This item makes the changes to the items approved in Consent Agenda 4.c.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. PS7 2nd Short Form Amendment (7.19.23)

Prepared by and after recording return to:

Vestal PS7 Solar, LLC
c/o Nautilus US Power Holdco, LLC
396 Springfield Avenue, 2nd Floor
Summit, NJ 07901
(Space above this line for Recorder's use only)

SHORT FORM OF SOLAR LEASE – SECOND AMENDMENT

This SHORT FORM OF SOLAR LEASE – SECOND AMENDMENT (this “**Second Amendment**”) is made and entered into as of July 19, 2023, by and between City of Rifle, Colorado, a home-rule municipality (“**Owner**”) and Vestal PS7 Solar, LLC, a Colorado Islands limited liability company (“**Company**”).

WITNESSETH

WHEREAS, City of Rifle, Colorado, a home-rule municipality, and Vestal PS7 Solar, LLC f/k/a Pivot Solar 7, LLC, as successor in interest to TCA Microgrid Energy, LLC, are parties to that certain Solar Lease dated August 17, 2020, as, as amended by that certain First Amendment to Solar Lease dated June 28, 2023 (collectively the “**Lease**”), as evidenced by that certain Short Form of Solar Lease dated August 17, 2020, and recorded January 19, 2021, in the official records of Garfield County, Colorado, as Reception No. 948866, as amended by that certain Short Form of Solar Lease First Amendment dated March 9, 2021, and recorded March 12, 2021 in the official records of Garfield County, Colorado as Reception No. 952028, as further corrected by that certain Scrivener's Error Affidavit dated April 6, 2021, and recorded April 12, 2021, in the official records of Garfield County, Colorado, as Reception No. 954196, (collectively as amended, the “**Short Form**”).

WHEREAS, the parties hereto desire to entire into this Second Amendment for the purposes of revising the legal description contained in the Short Form.

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Exhibit A of the Short Form is hereby amended and restated in its entirety and replaced with a revised Exhibit A, attached to this Second Amendment hereto as **Exhibit A**.
2. Exhibit B of the Short Form is hereby amended to include the addition of the attached addendum to Exhibit B, attached to this Second Amendment hereto as **Exhibit B**.
3. This Second Amendment contains the entire understanding and agreement of the parties hereto with respect to its subject matter, and supersede any prior understandings or agreements, whether written, oral or otherwise.

4. This Second Amendment shall be deemed to be effective on and as of the date written above and may be executed by the parties hereto in as many counterparts as may be deemed necessary and convenient, but all such counterparts shall constitute but one and the same instrument.

5. Except as expressly modified hereby, the terms and provisions of the Lease and the Short Form shall remain in full force and effect, and are ratified, confirmed and affirmed by Owner and Company.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed under seal and delivered as of the date first written above.

OWNER:	City of Rifle, a Colorado home-rule municipality By: _____ Name: _____ Date: _____ Its (title): _____
COMPANY:	Vestal PS7 Solar, LLC By: _____ Name: _____ Date: _____ Its (title): _____

STATE OF COLORADO)
)
COUNTY OF GARFIELD)

On _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or (proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Notary Public
Commission Expires:

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, 2023, before me, _____, Notary Public, personally appeared Brett Smith, Authorized Signatory of Vestal PS7 Solar, LLC who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as Secretary of Nautilus Owner 2021, LLC, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Page 97 of 274

EXHIBIT A TO
SHORT FORM OF SOLAR LEASE – SECOND AMENDMENT
DESCRIPTION OF LAND
(see attached)

PAGE 1 OF 2

SOLAR LEASE AREA:

A SOLAR LEASE AREA EXISTING OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18, BEING A FOUND 3 1/4" ALUMINUM CAP ON A #6 REBAR LS 37075 AS SHOWN AND DESCRIBED HEREON AND CONSIDERING A LINE TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18 BEING A FOUND 3 1/4" BRASS CAP ON A 2" PIPE LS 14060 AS SHOWN AND DESCRIBED HEREON TO BEAR NORTH 00°43'32" EAST; THENCE NORTH 00°43'32" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 1265.28 FEET; THENCE SOUTH 89°16'28" EAST, A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID SOLAR LEASE AREA THE FOLLOWING SIXTEEN COURSES:

- 1) S00°14'20"W 390.64 FEET;
 - 2) S89°59'57"E 217.15 FEET;
 - 3) N42°01'47"E 72.05 FEET;
 - 4) N90°00'00"E 309.42 FEET;
 - 5) N57°13'36"E 58.72 FEET;
 - 6) N74°07'42"E 18.20 FEET;
 - 7) S89°59'37"E 233.49 FEET;
 - 8) S 00°00'00"E 85.26 FEET;
 - 9) S89°59'57" E 338.45 FEET;
 - 10) N57°29'49"E 110.52 FEET;
 - 11) N00°00'00"E 176.99 FEET;
 - 12) N72°19'47"W 362.51 FEET;
 - 13) N71°40'30"W 575.25 FEET;
 - 14) N90°00'00"W 102.81 FEET;
 - 15) S41°55'11"W 190.36 FEET;
 - 16) N90°00'00"W 183.76 FEET,
- TO THE POINT OF BEGINNING.

SAID DESCRIBED SOLAR LEASE AREA CONTAINING 480,342 SQUARE FEET OR 11.027 ACRES MORE OR LESS.



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
"PS7"
SE 1/4 S18,
TOWNSHIP 6 SOUTH,
RANGE 93 WEST, 6TH P.M.,
COUNTY OF GARFIELD,
STATE OF COLORADO.

NOTES:

- 1) THIS IS NOT A LAND SURVEY PLAT NOR AN IMPROVEMENT SURVEY PLAT AND IS NOT INTENDED FOR THE SUBDIVISION NOR SALE OF LAND.
- 2) THE PURPOSE OF THIS EXHIBIT IS TO GRAPHICALLY DEPICT THE LOCATION THE DESCRIBED SOLAR LEASE AREA AS SHOWN HEREON.
- 3) SAID SOLAR LEASE AREA CONTAINING 480,342 SQ. FEET OR 11.027 ACRES MORE OR LESS.

SOLAR LEASE AREA LINE TABLE:

- 1) S00°14'20"W 390.64 FEET
- 2) S89°59'57"E 217.15 FEET
- 3) N42°01'47"E 72.05 FEET
- 4) N90°00'00"E 309.42 FEET
- 5) N57°13'36"E 58.72 FEET
- 6) N74°07'42"E 18.20 FEET
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- 14) N90°00'00"W 102.81 FEET
- 15) S41°55'11"W 190.36 FEET
- 16) N90°00'00"W 183.76 FEET
- 17) S 89°16'28" E 68.00 FEET

THE NORTH SOUTH CENTERLINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. BASIS OF BEARINGS

N 00°43'32" E 5287.15'

N 00°43'32" E 1265.28'

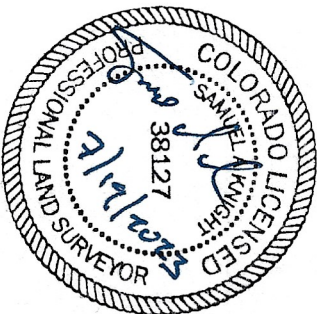
THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. FOUND 3 1/4" BRASS CAP ON A 2" PIPE LS 14060

POINT OF BEGINNING

EXISTING SOLAR ARRAY CONTAINING: 480,342 SQ. FT. OR 11.027 ACRES MORE OR LESS

PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. ADDRESS: 2515 W. CENTENNIAL PARKWAY OWNER: CITY OF RIFLE PARCEL NO: 217718400314

THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. FOUND 3 1/4" ALUMINUM CAP ON LS 37075 POINT OF COMMENCEMENT SOLAR LEASE AREA



PROJECT LOCATION:
"PST"
SE 1/4 S18,
TOWNSHIP 6 SOUTH,
RANGE 93 WEST, 6TH P.M.,
COUNTY OF GARFIELD,
STATE OF COLORADO.

EXHIBIT B TO
SHORT FORM OF SOLAR LEASE – SECOND AMENDMENT
NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT
(see attached)

PAGE 1 OF 2

ACCESS EASEMENT: PART "A"

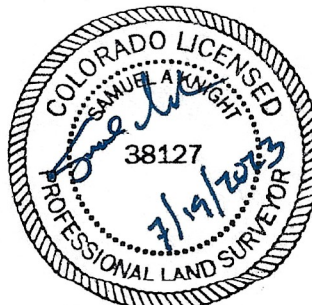
AN ACCESS EASEMENT EXISTING OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18, BEING A FOUND 3 1/4" ALUMINUM CAP ON A #6 REBAR LS 37075 AS SHOWN AND DESCRIBED HEREON AND CONSIDERING A LINE TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18 BEING A FOUND 3 1/4" BRASS CAP ON A 2" PIPE LS 14080 AS SHOWN AND DESCRIBED HEREON TO BEAR NORTH 00°43'32" EAST; THENCE NORTH 00°43'32" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 1265.28 FEET; THENCE SOUTH 89°16'28" WEST, A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING OF ACCESS EASEMENT PART "A"; THENCE SOUTH 00°14'20" WEST ALONG THE WEST LINE OF AN EXISTING SOLAR LEASE AREA, A DISTANCE OF 26.92 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT ALONG THE EDGE OF AN EXISTING ACCESS EASEMENT GARFIELD COUNTY RECEPTION NUMBER 948866 A DISTANCE OF 61.08 FEET, HAVING A RADIUS OF 47.53 FEET AND A CHORD BEARING NORTH 42°23'05" WEST, A DISTANCE OF 56.96 FEET; THENCE SOUTH 68°31'37" EAST, A DISTANCE OF 41.38 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID DESCRIBED ACCESS EASEMENT PART "A" CONTAINING 887 SQUARE FEET OR 0.020 ACRES MORE OR LESS.

PART "B"

AN ACCESS EASEMENT EXISTING OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18, BEING A FOUND 3 1/4" ALUMINUM CAP ON A #6 REBAR LS 37075 AS SHOWN AND DESCRIBED HEREON AND CONSIDERING A LINE TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18 BEING A FOUND 3 1/4" BRASS CAP ON A 2" PIPE LS 14080 AS SHOWN AND DESCRIBED HEREON TO BEAR NORTH 00°43'32" EAST; THENCE NORTH 00°43'32" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 1265.28 FEET; THENCE CONTINUING ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18 NORTH 00°43'32" EAST, A DISTANCE OF 492.24 FEET TO THE POINT OF BEGINNING OF ACCESS EASEMENT PART "B"; THENCE CONTINUING ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 18 NORTH 00°43'32" EAST, A DISTANCE OF 97.87 FEET; THENCE NORTH 24°57'23" EAST, A DISTANCE OF 9.45 FEET MORE OR LESS TO THE WEST LINE OF THE EXISTING ACCESS EASEMENT GARFIELD COUNTY RECEPTION NUMBER 948866; THENCE ALONG THE WEST LINE OF SAID ACCESS EASEMENT GARFIELD COUNTY RECEPTION NUMBER 948866 SOUTH 01°12'25" WEST, A DISTANCE OF 120.26 FEET; THENCE NORTH 1102°45" WEST, A DISTANCE OF 14.06 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID DESCRIBED ACCESS EASEMENT PART "B" CONTAINING 369 SQUARE FEET OR 0.0008 ACRES MORE OR LESS.



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
"PS7"
SE 1/4 S18,
TOWNSHIP 6 SOUTH,
RANGE 93 WEST, 6TH P.M.,
COUNTY OF GARFIELD,
STATE OF COLORADO.

PAGE 2 OF 2

THE NORTH QUARTER CORNER OF
SECTION 18, TOWNSHIP 6 SOUTH,
RANGE 93 WEST OF THE 6TH P.M.
FOUND 3 1/4" BRASS CAP ON
A 2" PIPE LS 14060

NOTES:

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NOR AN IMPROVEMENT SURVEY PLAT AND
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NOR SALE OF LAND.
- 2) THE PURPOSE OF THIS EXHIBIT IS TO
GRAPHICALLY DEPICT THE LOCATION THE
DESCRIBED ACCESS EASEMENTS AS
SHOWN HEREON.
- 3) ACCESS EASEMENT PART "A":
CONTAINING: 887 SQ. FT. OR 0.020
ACRES MORE OR LESS
- ACCESS EASEMENT PART "B":
CONTAINING: 369 SQ. FT. OR 0.008
ACRES MORE OR LESS.

EXISTING LINE TABLE:

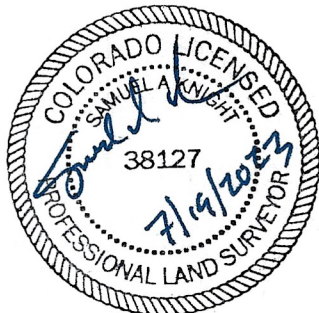
- 1) S 89°16'28" E 68.00'
- 5) N 00°43'32" E 492.24'

LINE TABLE ACCESS EASEMENT PART "A":

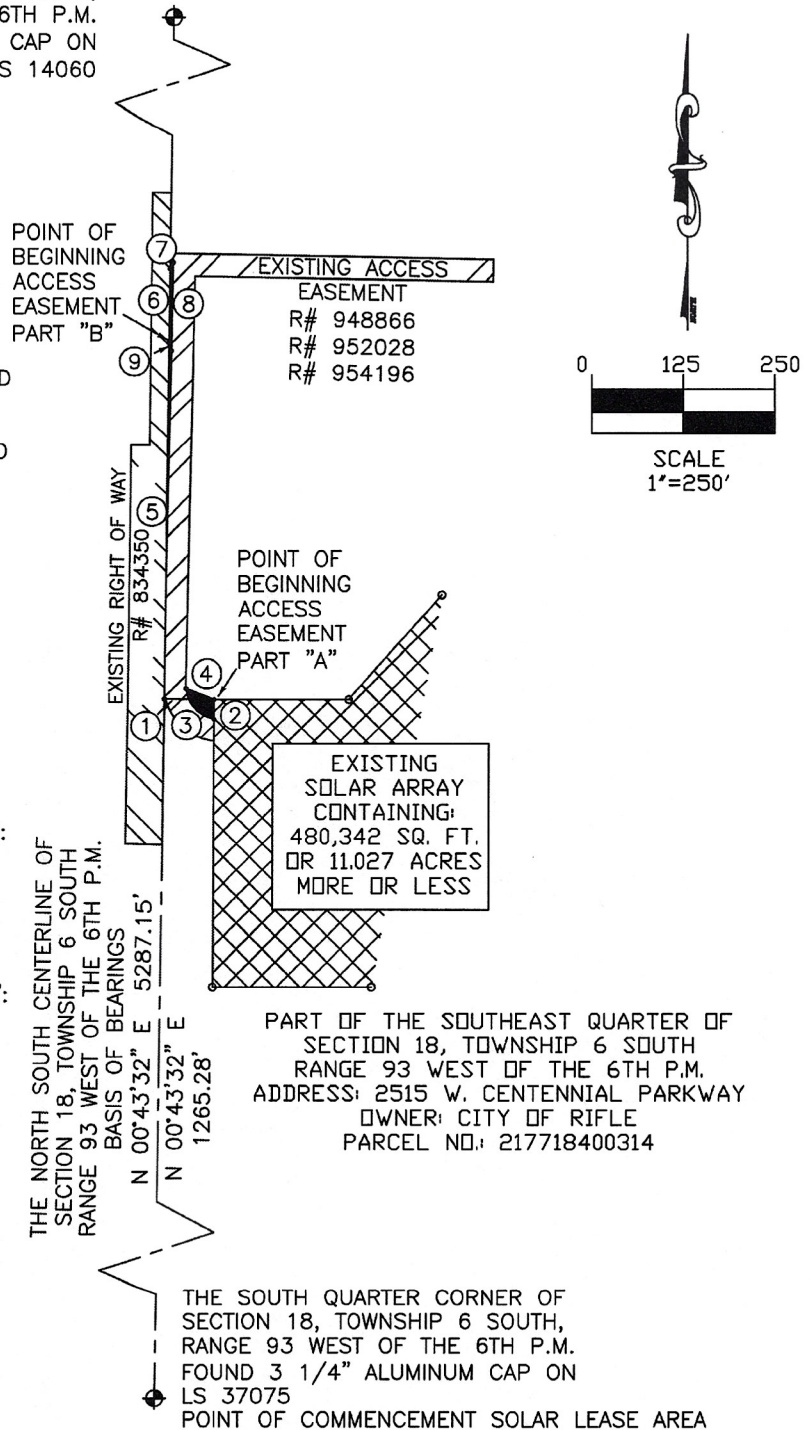
- 2) S 00°14'20" W 26.92'
- 3) CH=N 42°23'05" W 56.96'
R=47.53' AL=61.08'
- 4) S 68°31'37" E 41.38'

LINE TABLE ACCESS EASEMENT PART "B":

- 6) N 00°43'32" E 97.87'
- 7) N 24°57'23" E 9.45'
- 8) S 01°12'25" W 120.26'
- 9) N 11°02'45" W 14.06'



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127



PROJECT LOCATION:
"PS7"
SE 1/4 S18,
TOWNSHIP 6 SOUTH,
RANGE 93 WEST, 6TH P.M.,
COUNTY OF GARFIELD,
STATE OF COLORADO.



Agenda Item #5.f.

Agenda Item Name:

Consider Request for Approval - Fritzlan/Ecodwelling Annexation

Presenter:

Patrick Waller, Planning Director

Item Description:

Annexation Request

Recommended Action:

Planning Commission recommended that City Council approve the request for Annexation, Zoning, and Sketch Plan 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 impact fees for each of the units.

Operational Impact:

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

Prior Board Motions:

The project was previously denied at the April 19 City Council meeting. The applicant has amended the application and re-submitted.

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 applicant's proposal is for approximately 6.33 dwelling units/acre. The Comprehensive Plan specifically discusses this area as follows:

Executive Summary:

The applicant seeks Annexation, Sketch Plan Approval, and MDR PUD zoning of 7.9 acres into the City of Rifle. The applicant's conceptual site plan shows 51 single-family lots that will be developed with approximately 900 square foot, two bedroom, and 1220 square foot three-bedroom units that are built by the applicant. The proposal also includes approximately one 0.81-acre and two 0.2-acre park parcels.

Notification Requirements:

Notice required by State Statute and Rifle Municipal Code

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. City Council Staff Report & Exhibits

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



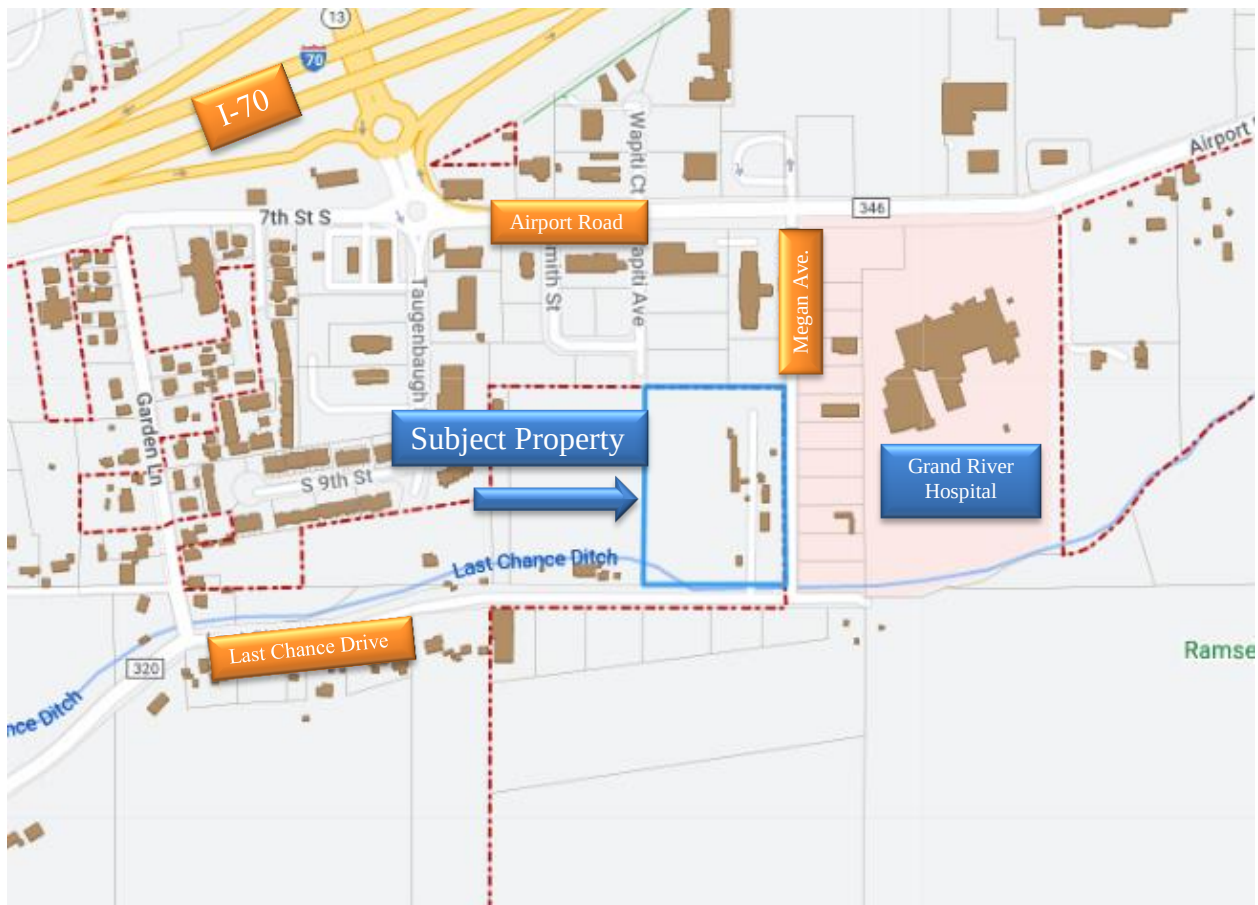
MEMORANDUM

TO: City of Rifle City Council
FROM: Patrick Waller – Planning Director, Geir Sverdrup – Senior Planner
DATE: July 16, 2023
SUBJECT: Fritzlan Annexation
LOCATION: Northwest of the intersection of Megan Avenue and Last Chance Drive
CASE #: Annexation 2023-016
APPLICANT: Eco Dwelling LLC

REQUEST

The applicant seeks Annexation, Sketch Plan Approval and MDR PUD zoning of 7.9 acres into the City of Rifle. The applicant's conceptual site plan shows 51 single-family lots that will be developed with approximately 900 square-foot, two bedroom and 1220 square foot three bedroom units that are built by the applicant. The proposal also includes approximately one 0.81 acre and two 0.2 acre park parcels.

Vicinity Map



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



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 6.33 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 un-annexed 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 they are providing a park with public access that will be privately maintained,

DEPARTMENT OF PLANNING & DEVELOPMENT

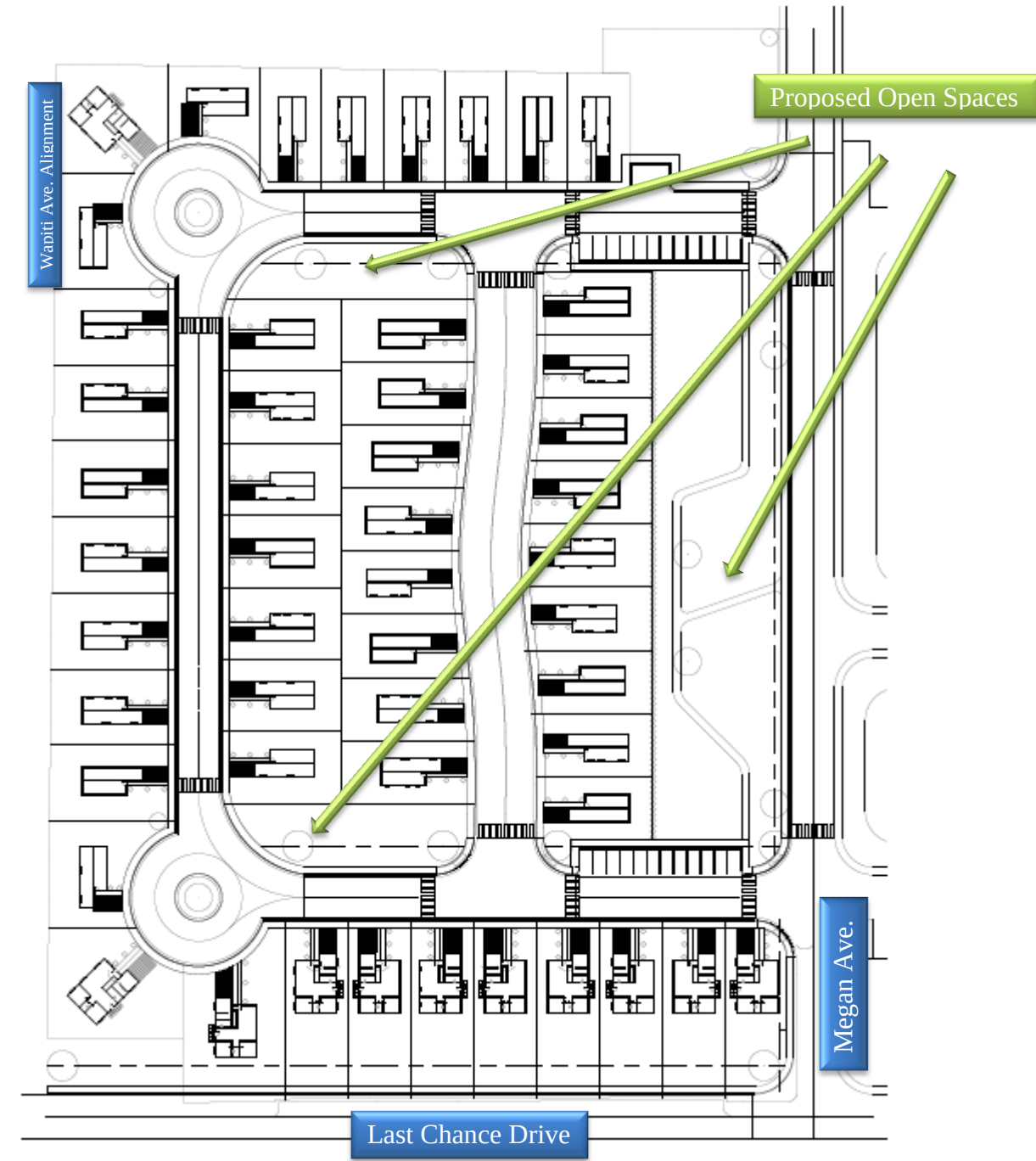
202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



the applicant is not providing a public park (as requested by the Comprehensive Plan), they are providing open space for the development in the form of approximately 1.21 acre of open space.

PROPOSED SKETCH PLAN



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



The applicant's proposed Site Plan includes 51 residential lots that vary in size from approximately 5,500 – 8,000 square feet, with the majority of lots slightly larger than 6,000 square feet. Three park spaces are included with the larger slightly less than one-acre and the smaller two park approximately 0.20 acres. The applicant has also provided 24 guest parking spaces in addition to the 2 off-street parking spaces that will be required for each unit as well as on on-street space per unit. Stormwater detention for the development has been proposed in the north east corner. Staff feels that a pedestrian connection to the future Wapiti Ave. is warranted to allow pedestrian access from the west, i.e. Wapiti Commons through to the development. With the reduction in density a mid-block connection within the project to the park does not appear to be necessary.

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.

Mountain Cross Engineering

- Traffic Impact Assessment should explain connection to adjacent street.
- Sewer and Water infrastructure and treatment capacities for proposed density should be verified
- Proposed sidewalk widths appear to be narrow.
- Proposed on-street parking should be better explained.

Colorado River Fire Rescue

The design concept of the subdivision looks acceptable to us (CRFR), and we think the concept will work for us. We will be requiring 20' of unobstructed fire truck access (allowed parking will add to the street width) on all roads in the subdivision with a minimum of 45' outside wall-to-wall turning radius on the access roads. We will still look for the items below on the Site Plan Review.

As far as the annexation process CRFR has no issues with this project. CRFR will add however that we will be reviewing the following for the subdivision for P&Z review:

- Fire hydrant flow and locations.
- Street names that meet Garfield County Communications requirements.
- Proper addressing of the residential units.
- Street widths, turning radius, along with allowed parking and any required no parking signs.
- Landscaping and vegetation closeness to structures.
- Any fire apparatus access issues.
- All weather driving surfaces are designed to support the imposed loads of fire apparatus.

City of Rifle Engineering

- At Site Plan striping and signage plans for Megan Ave and Last Chance Drive will be needed and shall take into account on street parking if any at Megan Avenue and Last Chance Drive.
- It shall be verified that all existing sanitary sewer lines are properly abandoned and no connection to the City sewer remain

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



- The sidewalk on Megan needs to match the width of the existing sidewalk.
- It shall be verified that all irrigation piping is properly piped and or abandoned to avoid future issues
- Internal streets are private and will not be reviewed until Site Plan
- Storm Drainage will be reviewed at Site Plan but has been proved feasible
- Water and Sewer will be reviewed at Site plan
- Any review of floodplain will be at Site Plan (appears there is no floodplain on the property)

Staff feels that the aforementioned comments from Engineering and CRFR, will be addressed with the submittal of the preliminary plat, or have been included in the proposed amendments to the PUD Guidelines

Garfield County Community Development

It appears that the application is consistent with the City of Rifle Comp Plan, the adjoining roads are within the City, 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.

STAFF COMMENTS

Urban Design (ED1)



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

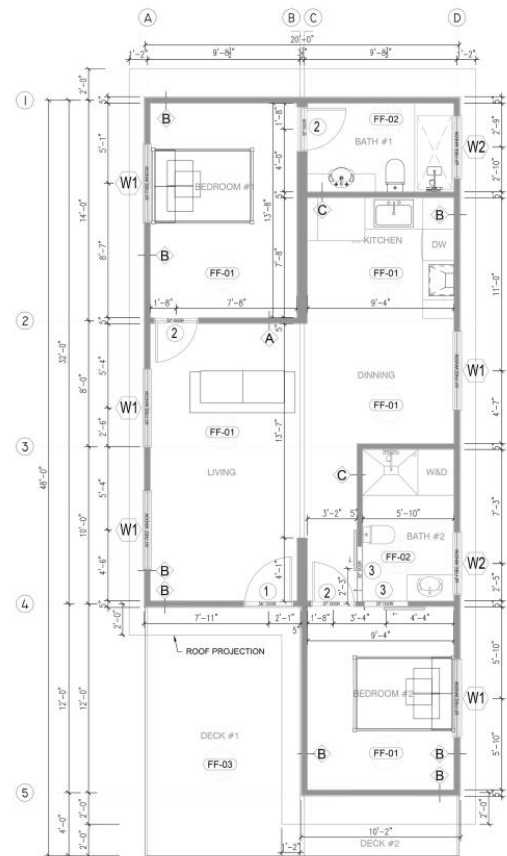
Phone: 970-665-6490



Similar to the Marketplace development, the applicant anticipates developing this parcel with 51 Eco-Dwelling specific homes. The product built by the developer currently provides two (2) floorplans. The first, ED1, has a footprint of approximately 900 square feet with two bedrooms, the second, ED2, has a foot print of 1220 square feet with three bedrooms. 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 providing two models and up to four siding changes). The road design provides for a loop through the project with cul-de-sacs in the NW & SW corners.

ED1 MODEL



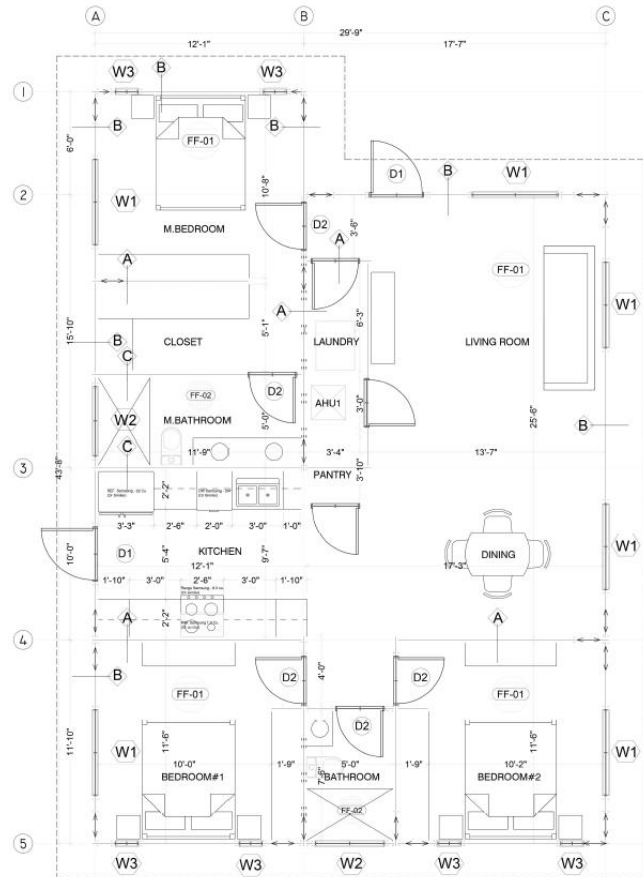
DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



ED2 MODEL



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 providing two types of units the development will have a more uniform look than a traditional single-family development. Staff has attempted to address through the requirement of a landscaping plan, different models 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 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

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Phone: 970-665-6490



The applicant's project is less than the Comprehensive Plan's suggested density for the area with 6.33 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 relatively 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 0.81 acre community park with a developed playground along Megan Ave as well as two additional internal open spaces for the project. This open space will be privately maintained by the HOA. 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.



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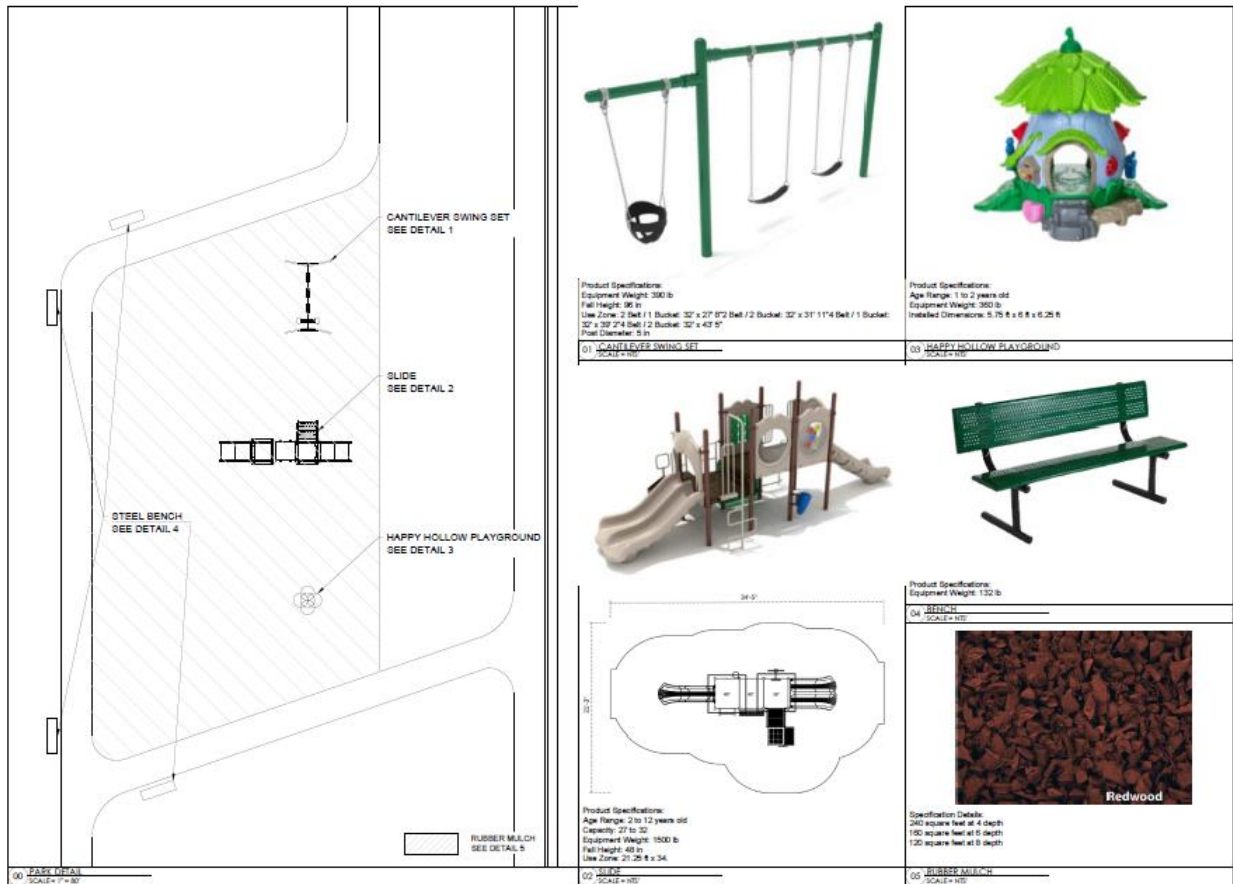
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Improvement of Megan Avenue and Last Chance Drive Sidewalk

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.

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 applicant did provide a landscaping plan for the development broadly. Review of the plan showed some of the plant species would not be appropriate in Rifle. The applicant should update the plan to meet City requirements.

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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 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.

Private Roads

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. This project as designed does not connect to Wapiti. The only connection is to Megan Ave.

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. 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.

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 for smaller lot sizes
2. Setbacks/building envelope per lot plan but in no case less than 5"
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.

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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. 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)
9. Property has 17 shares of raw water from Loesch & Crann Ditch. A portion of these will be used for irrigation within the subdivision. This includes but not limited to the open space and park areas. All excess raw water to be dedicated to the City of Rifle.

Staff is suggesting that all units be developed with a storage shed in the rear yard and that siding options are not replicated on adjoining lots. Additionally, there are minor tweaks proposed as conditions of approval.

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.

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.

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 will complete development of Megan Ave. and Last Chance Dr. Staff is requesting dedication a narrow strip along the western edge of the subject property to allow for future extension of Wapiti Ave.

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. The Sketch Plan currently shows an average of 24' between units and up to 45' between units (12-24 foot setbacks) where the ED1 Units are planned. ED2 Units are averaging 9 foot setbacks or 18 feet between units.

While this project provides a limited variety of housing types (2) 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 smaller lot size do allow for a more affordable price than current new construction.

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Open Space

The applicant is proposing three HOA maintained open space areas to address park infrastructure and will be required to provide landscaping and playground 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.

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. However, the City is seeing increasing demand for residential.

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

Minimal negative impacts are anticipated based on the proposed use.

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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 SINCE PLANNING COMMISSION

Landscaping and Storage

With limited outdoor storage space and a lack of garages, Staff identified a concern with property owners not having space to store landscape equipment for upkeep of their lots. To address this issue Staff discussed the possibility that the applicant require the individual properties to be maintained by the HOA. The applicant proposed to address the lack of storage by including the requirement of the development of an 8x10' storage shed as part of the development of each lot. The below conditions have been updated to incorporate the applicant's proposal.

Fence Plan

Staff recommends that the applicant provide a fence plan for the development as part of the submittal of the subdivision application.

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 smaller lots, and production of just two types of models.

While 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 options. The applicant has attempted to mitigate this issue by requiring storage units.

Planning Commission recommended approval of the project subject to the following conditions:

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. Referral comments shall be addressed to the satisfaction of City Staff as part of the subdivision application.
3. 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.

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4. The applicant shall dedicate the western portion of the property to the City for the extension of Wapiti Avenue in the future, as warranted.
5. The applicant shall supply a landscaping plan for individual lots that will be reviewed and accepted by the City of Rifle as part of the Preliminary Plan process. The landscaping shall be installed as part of the building permit process as outlined in the Annexation Agreement.
6. The provided landscaping plan for the development shall be updated with plant species that meet City of Rifle requirements.
7. Megan Avenue and Last Chance Drive shall be developed with sidewalks that meet City requirements.
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. 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 park shall be maintained by the HOA and open to the public.
10. Applicant shall meet all requirements of the Colorado River Fire Rescue for Fire hydrant flow and location, street naming and addressing, access for fire equipment including but not limited to street width, turning radius, no parking signage and road design.

The PUD Zoning Guide shall be amended as follows – NOTE Staff identified some minor adjustments after the Planning Commission meeting for clarification and ease of enforcement

1. ~~MDR Zoning to allow less than 6,000sf minimum lot size~~ 3,200 sf minimum lot size
2. Setbacks/building envelope to be approved with preliminary/final plat. 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.~~ 2' side and rear yard setbacks, no front yard setback for carports.
 - 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, and private roadways managed by HOA.
5. Use of Manufactured Housing, factory-built housing, pre-fabricated housing or pre-fabricated components to construct houses is permitted.
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. 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).~~

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9. ~~Property has 17 shares of raw water from Loesch & Crann Ditch. A portion of these will be used for irrigation within the subdivision. This includes but is not limited to the open space, park areas, and individual lots. All excess raw water to be dedicated to the City of Rifle.~~ Raw water irrigation from Loesch & Crann Ditch required for all open space, park areas, and individual lots.
10. All properties shall be developed with *at minimum an 8x10 foot* storage shed located in the rear yard of the lot.
11. Siding options shall not be replicated on adjoining lots.
12. Internal sidewalks shall be minimum five feet in width.

Statement of Purpose



Statement of purpose and description

Fritzlan Ranch is proposed to be a medium density 51-unit single family residential development on 7.89 acres. Fritzlan Ranch will be fee simple ownership. These are meant to be a more affordable housing option for first time home buyers, senior citizens or even professionals not wanting a large space or large yard to maintain. These can also be used as transitional housing for large employers to offer new employees a place to live while they are working on finding a larger home in the area. By being fee simple ownership, it allows the Owner to build equity instead of spending money on rent.

To keep the costs down at or near the “affordable” levels per HUD, CHFA, Fannie Mae and Freddie Mac, Ecodwelling utilizes an “all of the above” approach.

- a. Design the homes with an overall smaller footprint but with open floor plans.
- b. Vaulted ceilings, and lots of natural light.
- c. Heated and cooled with individual electric “mini split” heat pumps by Mitsubishi.
- d. All homes have the best insulation available, closed cell polyurethane spray applied insulation.
- e. Using the factory with repetitive labor in a controlled environment and processes along with the computerized CNC and Howick machine the production time and costs are controlled.
- f. The design of the subdivision utilizes a smaller lot concept as the cost of the real estate is a major driver of the overall cost of a new home and many current housing studies indicate that most buyers do not want large yards or all the maintenance that goes with them.
- g. There are two floor plans, but the exterior appearances will have several different options, so the units are not alike next to each other. This is necessary to control overall costs as there are many efficiencies and cost savings to be realized by using the same floor plan numerous times.

All these together add up to huge cost savings and allow Ecodwelling to keep the purchase price at or near the Affordable Housing level as defined by the

various agencies referenced above. (See AMI and Ecodwelling finance information with this application)

The proposed homes are to be site-built homes using factory prefabricated components. The framing components are all manufactured from raw steel coils at the Eco Dwelling Factory in Rifle. The site-built homes will utilize local subcontractors to complete.

Key Factors:

- Parcel is surrounded on three sides by parcels already within the city limits. This makes this parcel a logical choice for development and annexation.
- The location is served by utilities at or near the lot lines.
- Demand for affordable housing is **extremely high**.
- Has good pedestrian and vehicle access to Airport Road.
- Easy access to I-70 for commuters.
- Walking distance to shopping and restaurants.

**Compliance with City of Rifle
Comprehensive Plan 2019**



Compliance with City of Rifle Comprehensive Plan 2019

- a. This Parcel is in Tier 1 Priority Growth Area where growth is encouraged. “The city should encourage Tier 1 areas to develop to encourage revitalization of core areas and ensure an adequate supply of **workforce housing**. The city should encourage a wide range of housing types and affordability programs.” (Page 6)
- b. Public Workshop, Page 9 asks, “How proactive should the city and community partners be in encouraging affordable housing?”
 - i. Answer, “Yes, not direct but make it easier for developers to build affordable housing with incentives and zoning relaxation. 40%”
- c. Annexation is encouraged in Tier 1 area.
- d. Adjacent to the Last Chance Commons (7du/acre +/-) and Habitat for Humanity Wapiti Commons Projects. Both single family Medium Density developments.
- e. Served by existing infrastructure. There are adequate utilities available at the lot lines to serve this proposed development.
- f. Proximity to businesses. Walking distance to restaurants and stores along Airport Road. This includes Walmart at about 2300 feet/.44 miles. Sonic/Culvers approximately 900 feet, Rib City 600 feet, Starbucks 1500 feet/.27 miles, Grand River Hospital 900 feet to entrance.
- g. Affordable housing in the form of manufactured housing or mobile home parks that are constructed and managed to a high standard of quality. (Page 18 and 46)
- h. Land use Map designates this area as High Density Residential.

- i. The Ecodwelling revised plan reduced the number of proposed units from 66 to 51 per City Council comments and public workshop.
- ii. This is contrary to Comprehensive Plan recommendation for High Density Residential, 12-30 du/acre, Housing types,” small homes/patio homes with less than 3,000 square foot lots.” (page 52)
- iii. Revised density is now 6.46 du/acre but is what the City Council indicated they wanted to see and would likely approve.
- i. Transportation Master Plan, page 21, “Encourage development to locate in Tier 1 areas of Rifle such as Prefontaine Mesa, Downtown Rifle, the **Colorado River development area**, Park Avenue, and Whiteriver Avenue.” “Growth in these areas add minimal vehicular stress to congested areas of the City.”
- j. Plan includes area for a park/open space.

This proposed plan meets or exceeds the desired intended use for this area.

PUD Guide



Fritzlan Ranch PUD Guide

1. MDR Zoning to allow for smaller lot sizes.
2. Setbacks/building envelope per lot plan but in no case less than 5'.
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. 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)
9. Property has 17 shares of raw water from Loesch & Crann Ditch. A portion of these will be used for irrigation within the subdivision. This includes but is not limited to the open space and park areas. All excess raw water to be dedicated to the City of Rifle.

Smaller Home Concept/Trends
Background Information



Trends towards smaller homes

Smaller Families, Smaller Homes

- Today's young Americans are starting families later and having fewer children. According to Pew Research Center, smaller families have been trending since at least the 1970s. And that doesn't seem to be changing anytime soon. Instead of a home in the suburbs with enough space for a growing family, this crowd prefers modest-sized one- and two-bedroom homes or townhomes in a more urban setting.

Mindset Shift from 'More' to 'More Fulfilled'

- Aside from the practical reasons behind choosing a smaller home, there's something bigger at work — the changing mindset of Americans. After almost 50 years of a community standard driven by consumption, the tide is turning away from filling your big home with things and more toward practical, livable spaces.
- While past generations may have been keeping up with the Joneses, today's home buyers place less importance on possessions and more on personal development. Buyers are reserving more of their money for life experiences like travelling. Millennials and Gen Xers are focused not only on saving money, time and energy, but also on more mindful consumption and reducing their carbon footprint.
- The market is seeing more pressure for smaller, two-bedroom condos and townhouses. But despite the overall shift in the housing market toward simplicity, practicality and more mindful living, as of 2016, 90 percent of homes on the market still had three or more bedrooms.

Smaller Houses Are Actually a Sign of an Improving Economy

- According to the National Association of Home Builders, the decline in the size of new single-family houses is a sign that the economy is getting stronger.
- That's because the housing recovery now includes younger buyers entering the market, and builders need to offer a larger variety of options for different budgets.
- Buying smaller, more affordable homes is becoming way more popular.
- With inflation rates and the rising cost of living, purchasing a smaller home can help mitigate some of the financial strain.
- According to an article from Bankrate.com, the Consumer Price Index (CPI) has shown a 0.4% monthly increase, with the cost of shelter, which includes housing costs, experiencing one of the most significant increases.
- Additionally, the 30-year fixed mortgage rate is now at 6.97%
- As a result, people are turning to smaller, more affordable homes and apartments to cope with the increasing cost of living.

- Additionally, as building materials become more expensive, the cost of constructing larger homes and buildings increases. As a result, smaller homes and apartments are becoming increasingly popular.
- Downsizing to a smaller home can also have other benefits, such as lower utility bills, less maintenance, and more flexibility.
- Sometimes, smaller homes and apartments may also be located in more desirable areas, closer to work or city centers, which can save time and money on transportation costs!
- Even though it is terrible how high the cost of living has gotten, wages still have not risen to meet them. Therefore, it can be difficult for many individuals and families to maintain their standard of living.
- With less square footage, the cost of the home itself, as well as the cost of utilities, property taxes, and maintenance, can all be significantly lower.
- **While the idea of downsizing may seem daunting, it can offer many benefits. Smaller homes typically come with lower mortgage payments, utility bills, and maintenance costs, making them more affordable overall.**
- Additionally, a smaller home can allow for a more minimalist lifestyle, helping to reduce clutter and simplify life.
- Finally, buying a smaller home can allow for more financial flexibility, freeing up funds for other important expenses such as education, healthcare, and retirement savings.

Lifestyle Choices

- While buying a smaller house can certainly be a financial decision, it is also often a lifestyle choice.
- Additionally, choosing a smaller house can be a way to live a greener lifestyle, as it typically requires less energy to heat, cool, and maintain.
- Downsizing to a smaller home can also encourage a minimalist lifestyle, as individuals are forced to prioritize their belongings and maximize their limited space.
- This can be a great way to reduce clutter and simplify life, allowing for more time and energy to focus on the things that truly matter.
- Ultimately, buying a smaller house can offer many financial and lifestyle-related benefits and be a great choice for those looking to simplify and prioritize their lives.
- Changing cultural ideals have been recently shifting toward valuing experiences over material possessions. This means that people focus more on enjoying their lives through travel, hobbies, and other activities rather than prioritizing large homes and having kids.

Lower Maintenance Costs

- Smaller homes are also easier to maintain and keep organized. With less space to fill and fewer rooms to clean, homeowners can focus on creating a space that is functional, stylish, and easy to live in.

- In contrast, larger homes can be time-consuming and expensive to maintain, making achieving a cohesive and organized living environment more difficult.
- Smaller homes cost much less to maintain, making them more popular among lower-wage workers, millennials, and first-time home buyers.
- Luxurious McMansions have large estates and are very expensive to maintain.
- Smaller yards and gardens require less water, fertilizer, and maintenance. They can also be watered and fertilized more efficiently, requiring less time and effort to maintain.
- Additionally, a smaller yard or garden means less lawn equipment and gardening tools are needed, resulting in lower equipment and maintenance costs.
- A smaller driveway on your land means less money spent on materials and maintenance. That means less asphalt or paving stones and less sealing or repair work over time.
- Basically, smaller houses have fewer bells and whistles that need to be checked, monitored, or maintained.

Senior Living

- It is not only young people who are looking to downsize or buy smaller houses.
- Seniors are notorious for downsizing and moving away to warmer climates and fun retirement communities. How often have you heard an older family member complain about their large house and how it is “just too hard to take care of anymore.”?
- Smaller homes are so much easier for older generations.
- Fewer rooms and a simpler layout make it easier for older adults to move around the house, which can be especially important for those with mobility issues. Also, as we’ve said, smaller homes require less maintenance, reducing the physical demands of home ownership.
- Furthermore, smaller homes can be more affordable for adults living on a fixed income. Most members of the older generations have pensions or retirement funds to account for, so they want a lower mortgage rate – especially if they can’t buy their new house outright.
- Downsizing to a smaller home can also significantly reduce housing expenses and can free up money for others, such as healthcare or travel, or provide additional financial security in retirement.

Urbanization

- The city’s land is at a premium, and smaller homes take up less space, allowing more people to live in the same area. This can help to reduce urban sprawl and preserve green spaces and natural habitats.

- Buying a smaller home can allow you to own property in the city. This can be especially important for those who work in the city and want to live close to their workplace!
- Smaller homes give me this option because they have lower mortgage payments, utility bills, and maintenance costs, requiring fewer resources to build and maintain.
- Buying a smaller home offers many benefits and can be a lifestyle choice that prioritizes simplicity, sustainability, and financial flexibility.

Sales of smaller new homes have increased 76 percent since 2015, compared with a 36 percent increase in new home sales overall.

CHFA-Affordable Housing Guidelines for Local Officials



CHFA

Affordable Housing means households pay no more than 30% of their income on housing.

Affordable Housing does NOT mean housing that receives public subsidy.

Community Benefits of Affordable Housing

- Affordable Housing options reduce financial strain, frequent moves, material hardship, and long commute time.
- Healthy, vibrant communities are a key factor in attracting industry to develop.
- Affordable housing leads to better health outcomes for residents.
- Stable and affordable housing improves school performance.

The land we have left is technical and more costly to develop, which drives up the price substantially.

Older homes are priced higher than they are worth, in addition the costs of repair and maintenance make the older housing stock unaffordable.

Business and the available workforce are negatively affected by the lack of housing options.

Typical challenges for Development

- Land/product availability
- Costs – of land, materials, labor, professional services, community amenities.
- Public process – uncertainty, length of time for approvals, NIMBYism.
- Regulatory barriers.
- Water and utilities.
- Local capacity – developers, contractors, local government.

Typical challenges that local officials can address.

- Public/Development process - fast tracking process and updating policies.
- Regulatory Barriers
- Water and Utilities
- Combating NIMBYism
- Providing land
- Fee reductions and/or waivers
- Understand community needs.
- Build Community awareness and support challenges and solutions.
- Develop a shared vision for addressing housing needs.
- Encourage inclusive and productive resident participation and dialogue.
- Improve public understanding of key policies, programs, and funding sources where needed.

Greater Roaring Fork Regional Housing Study

Housing Demand



The Greater Roaring Fork Regional Housing Study data from April 2019 is a housing needs analysis for the Roaring Fork and Colorado River Valleys.

- This study identified the most Critical or serious problem (Glenwood to Battlement Mesa) is the availability of housing from 70% of the respondents.
- Most important factor for housing is cost @ 75%
- 45% of people surveyed in the Roaring Fork and Vail Valleys said they would move if they could find a home they could afford.
- These people are looking for 2 bedroom (32%) and 3 bedroom (46%) with 2 bathrooms.
- 74% desire a Single Family detached home and 58% for Townhouse/duplex.
- 37% of these have \$0-\$10,000 for a down payment.
- 68% have household incomes less than \$99,000.
- As of 2017, 32% of the population from New Castle to Parachute is 65 and over. These people are typically on fixed income and under 60%-80% of AMI. Where will this age group live to remain in our area?

Comments from Greater Roaring Fork Regional Housing Study:

- An overwhelming number of responses include cost of living and affordability, desire to own a home with few to no options locally and having to change communities and/or retirement.
- Need for more affordable senior housing.
- Overwhelming need for lower cost market level home and lower HOA fees. Not looking for the amenities these HOA fees provide.
- Build housing to support young professionals. They don't need or want 4/5 BR homes and would rather have an inventory of 1000-1200sf homes to start families and not be burdened with deed restrictions and rent stipulations.
- 86% of local employers state that they have challenges recruiting new employees to the area due to a lack of affordable housing.
- 55%-65% of trade workers, entry level professionals and service industry workers say they have a "very difficult" time finding affordable housing in the region.
- 71% of employers said that providing entry level for sale housing is a high priority. 78% said providing rental housing is a high priority.

- The most common theme was the number of obstacles that contribute to the problem of finding affordable housing. These include a lack of information about the issue, a risk of misrepresentation in eligibility for assistance, qualifications that are too restrictive, and a lack of general community buy-in to address the issue. “there’s a lot of ‘talk’ about affordable housing and workforce-level housing in this valley, but when decent developments are presented to councils/town halls, etc. they always seem to be denied because of neighbor disapproval. **The community needs to be willing to accept some amount of workforce housing, even if it’s not exactly the ideal location for everyone in the valley.**”
- **“Very little incentive for developers to build new housing stock that matches the price point that make economic sense for the working people of the area.”**
- “All else being equal, when demand is constant and supply is constrained, the price of housing is pushed higher. This has been the case in the region for the past decade or more. Not only does this mean rising property values (property taxes), but for new residents it means locking in greater portions of household income on the cost of housing. Both of which are affordability problems.”

Housing is integral to the economy. Nationwide, housing accounts for nearly 50% of all capital and represents the largest portion of most households’ net worth. As a result, supply shortages and affordability challenges manifest as quality-of-life challenges. Rising housing costs and stagnating incomes lead households to spend more of their income on housing.

When households are spending more of their income on housing, their discretionary spending drops, which leads to lower local spending on goods and services. When households try to avoid cost-burden, many try to find affordable housing farther away from their jobs, schools, etc. Under both scenarios, household spending on housing and/or transportation increases and discretionary spending decreases.

Both scenarios lead to a diminished quality of life and negatively impact the local economy. This is why an optimally located housing supply supports resident and workforce mobility, productivity and contributes to a higher quality of life.

Affordable Housing – The federal government has defined “affordable” by the rule that no household should spend more than 30% of its income on housing regardless of income level. Affordable housing means a place to live that is affordable so that when the rent or mortgage is paid, money is left over for necessities like food, transportation, healthcare and all that contributes to one’s socioeconomic mobility and quality of life.

Area Median Income (AMI) – This metric identifies the midpoint of an area’s household income, in which 50% of households earn more and 50% earn less. Percentages of AMI are used to isolate different levels of affordability such as 60, 80, 100 and 120% AMI. AMI is used to qualify a household’s eligibility to purchase or rent a home at different levels of affordability.

Cost Burden – Owners or renters that spend more than 30% of their income on housing are considered “Cost Burdened”. At this level of housing cost expenditure, households are likely to be experiencing a level of financial stress on other quality of life expenditures.

Income Category	Units needed in 2017	Units needed in 2027
Less than 60% AMI	2,118	2,383
61% to 80% AMI	0	2,748
81% to 100% AMI	0	590
101% to 120% AMI	703	0
121% to 140% AMI	195	0
141% to 160% AMI	968	1,105

100% AMI and lower forecast to need 6,825 units in the area.

Area Median Income (AMI)
And
Finance Information for
Ecodwelling ED1(2BR/2B) & ED2(3BR/2B)



Area Median Income for 2023

Area Median Income (AMI) is the midpoint of a region's income distribution, meaning that half of households in the region earn more than the median and half earn less than the median. * (Camion Associates: [Humanizing Data: AMI and Affordable Housing Policy](#))

The Department of Housing and Urban Development (HUD) calculates AMI annually by county. HUD uses AMI to set income limits for eligibility for many housing assistance programs. The HUD AMI for a family of 4 in Garfield County is \$99,200. **
(<http://garfieldhousing.com/wp-content/uploads/2023/05/AMI-Garfield-2023-Website.pdf>)

To keep your payment below the 30% of AMI and be considered "Affordable" and not "Cost Burdened", using a conventional loan and putting 5% down (\$18,000) and buying 1.1 discount points, with an interest rate of 6.625% and APR of 7.042%, the purchase limit for a well-qualified borrower would be around \$360,000 (with no HOA dues).***

See next page for finance scenarios

Fritzlan Ranch Finance Scenarios**Ecodwelling ED1 (2BR, 2 Bath, \$75/mo HOA dues)*****

	<u>66 Units</u>		<u>51 Units</u>
Sales price	\$285,000	Sales price	\$320,000
Interest Rate	6.5%	Interest Rate	6.5%
APR	6.921%	APR	6.927%
5% Down	\$14,250	5% Down	\$16,000
Est. Closing Cost	\$6,505	Est. Clos Cost	\$7,202
Est. Payment	\$2,003.32	Est. Payment	\$2,243.49
% of HUD AMI	24.2%	% of HUD AMI	27.1%

Ecodwelling ED2 (3BR, 2 Bath, \$75/mo HOA dues)***

Sales price	\$345,000	Sales price	\$395,000
Interest Rate	6.625%	Interest Rate	6.5%
APR	7.043%	APR	6.923%
5% Down	\$17,250	5% Down	\$19,750
Est. Closing Cost	\$7,593	Est. Clos Cost	\$8,365
Est. Payment	\$2,437.62	Est. Payment	\$2,751.84
% of HUD AMI	29.5%	% of HUD AMI	33.3%

\$500k and \$600k homes (no HOA dues)***

Sales price	\$500,000	Sales price	\$600,000
Interest Rate	6.5%	Interest Rate	6.5%
APR	6.935%	APR	6.92%
5% Down	\$25,000	5% Down	\$30,000
Est. Closing Cost	\$9,991	Est. Clos Cost	\$10,400
Est. Payment	\$3,397.32	Est. Payment	\$4,080.79
% of HUD AMI	41.1%	% of HUD AMI	49.4%

***Alex Daue, NMLS ID #2143473, I am authorized to do business in the state of Colorado. Guild Mortgage Company; NMLS #3274; Equal Housing Opportunity; www.nmlsconsumeraccess.org. All information, loan programs & interest rates are subject to change without notice. All loans subject to underwriter approval. Terms and conditions apply. Always consult an accountant or tax advisor for full eligibility requirements on tax deduction. Rates current as of **06/1/2023**. Rates/terms are subject to change without notice based on market conditions, as well as qualifying credit score, loan to value and asset reserve requirements. Rates/terms assume 780 credit score. Material is informational only and not an advertisement to extend credit as defined by TILA/Regulation Z nor an application for credit as defined by RESPA/Regulation X. Applications subject to underwriting and determining applicant's ability to repay. For use by Real Estate Professionals only. Not intended for public use or distribution.

Public Comments for Fritzlan Ranch



Vickie (Fritzlan) Zang

“I absolutely tell you that we have nurses and doctors that have no place to live. Right next to the hospital would be wonderful,” she said, adding that she grew up a Fritzlan but that it’s not as important as housing. “It’s an honor to my family to name the streets and all that but that’s not what it’s about. What it’s about, is the hospital needs help. The school district needs help, and I implore you to just help them.”

Sally Brands, longtime home builder

“To be honest with you, I think they’ve made a mistake. I think they need to go back to the (66) units,” Brand said, adding the new proposal is not enough to make a full yard. “It’s more important to get that price down below (\$350,000).”

Trish O’Grady, Rifle resident

“I’m not completely opposed to this. I do like the idea of smaller density, but I am concerned about the increased traffic, that this just leads into the next project, which is 16th Street, which I’m definitely against that entire project,” she said.

Seth Meyers, Eco Dwelling employee

“Currently, we do not need an answer to the housing crisis. We needed it a long time ago,” he said.

Cheryl Chandler, local real estate broker

“Don’t tell me we don’t have expensive houses, because we do. We need this project desperately,” she said. “We’ve got more teachers, we’ve got more nurses, more doctors that have nowhere to live. We just don’t have housing.

“If we just want to give up those services, that’s fine, we’ll just keep going up in price. But we need to do something. It’s way too late.”

Janessa McClain, Garfield County local

“I just had a daughter, and this project right now is a dream for me,” she said. “Me and my husband, we work so hard. We are living with my mom right now, we can’t afford anything right now. So this project right now is probably our only hope.”

HOUSE MATERIALS

EXTERIOR FINISH LEGEND

- Window frames: White PVC
- Roof: Galvalume 4X10', Color Bronze or Musket Gray
- Walls : Hardie Vertical Siding



JamesHardie™

	HARDIE PANEL VERTICAL SIDING SELECT CEDARMILL® Our natural cedar bark has a lot to teach the finished world. You can't go wrong with this show. Another siding. First the perfect color in our Statement Collection products or Cream Collection products. Or get it painted by paint.
	HARDIE PANEL VERTICAL SIDING SMOOTH You can't go wrong with this show. Another siding. First the perfect color in our Statement Collection products or Cream Collection products. Or get it painted by paint.
	HARDIE PANEL VERTICAL SIDING STUDIO This is the siding you've been waiting for. It's the perfect color in our Statement Collection products or Cream Collection products. Or get it painted by paint.
	HARDIE PANEL VERTICAL SIDING SIERRA 6 This combination of texture and color will make your house stand out. You can't go wrong with this show. Another siding. First the perfect color in our Statement Collection products or Cream Collection products. Or get it painted by paint.



TRAFFIC IMPACT ASSESSMENT

ECO DWELLING - FRITZLAN



November 2022

Prepared by



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

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

**Fritzlan
ITE Trip Generation, 11th Edition**

Land Use	Design Hour Rates										Weekday Design Hour Traffic					
	Number of Units	ITE Code	Weekday Rate	AM Rate	AM Entering	AM Exiting	PM Rate	PM Entering	PM Exiting	Weekday Traffic	AM IN	AM OUT	PM IN	PM OUT		
Single Family Detached	66	210	10.42	0.77	0.20	0.57	1.02	0.64	0.38	688	13	38	42	25		

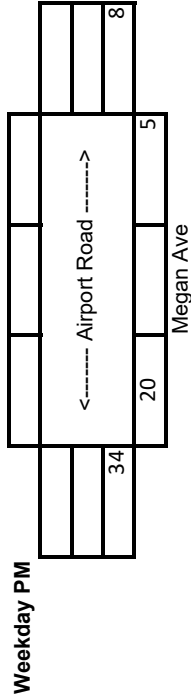
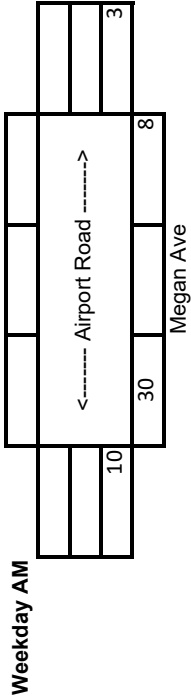
TOTAL TRIPS: 688

Internal Capture Reduction 0%

Transit Reduction 0%

TOTAL ADJUSTED TRIPS:

ITE Trip Generation	Basis of	Time Period Used	Weekday Design Hour Distribution			
Manual, 10th Edition	Rate	Above	AM IN	AM OUT	PM IN	PM OUT
Single Family Detached	210	Fitted Curve	26%	74%	63%	37%



Fritzlan Ranch

Vicinity Map

Legend

- Anytime Fitness
- Feature 1
- Feature 2
- Fritzlan Ranch
- Kum & Go
- Rifle
- Rifle Fire Protection District Station #43
- Starbucks
- Walmart Supercenter

Fritzlan Ranch

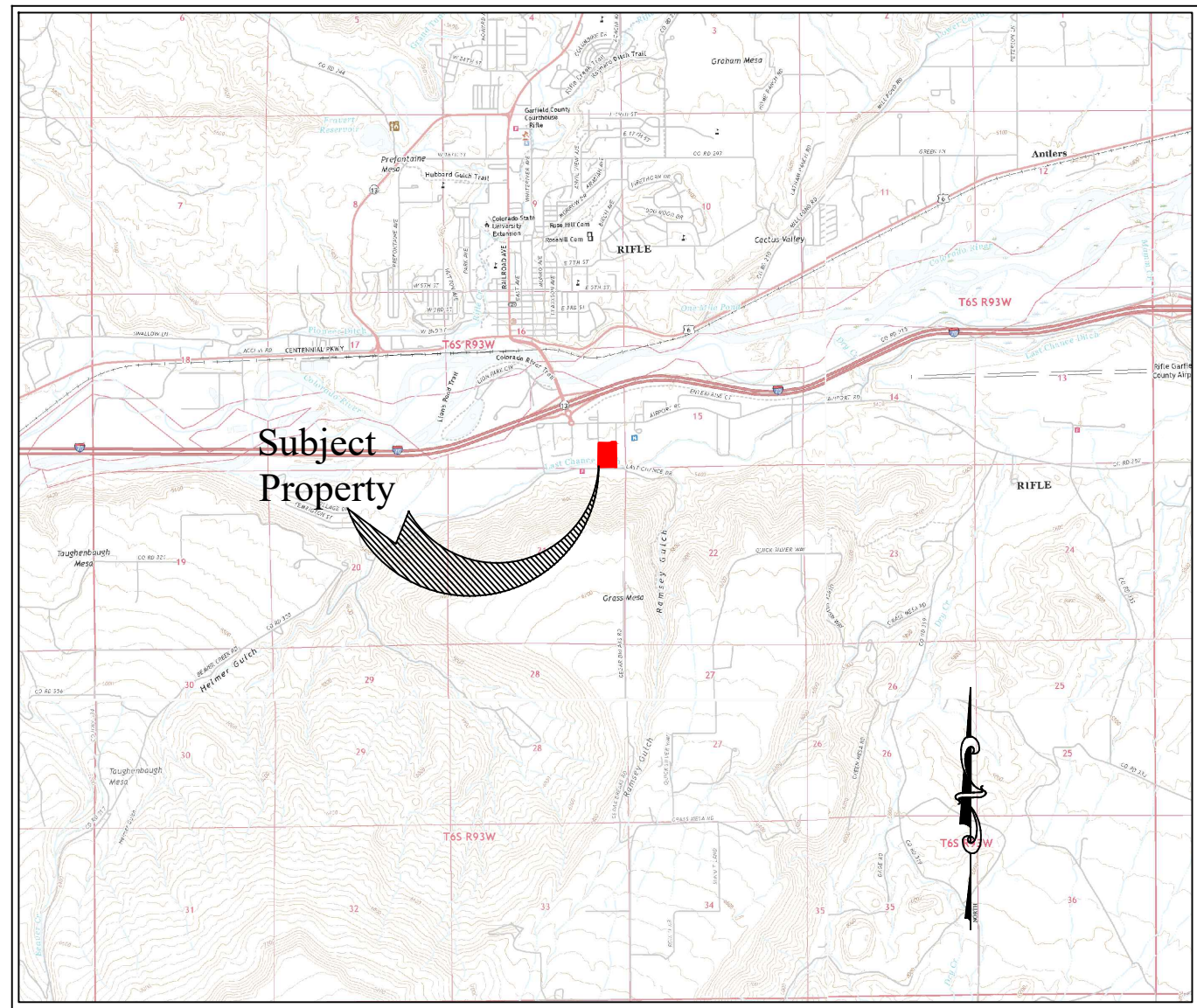


1000 ft Page 151 of 274

Google Earth

EXISTING CONDITIONS SURVEY

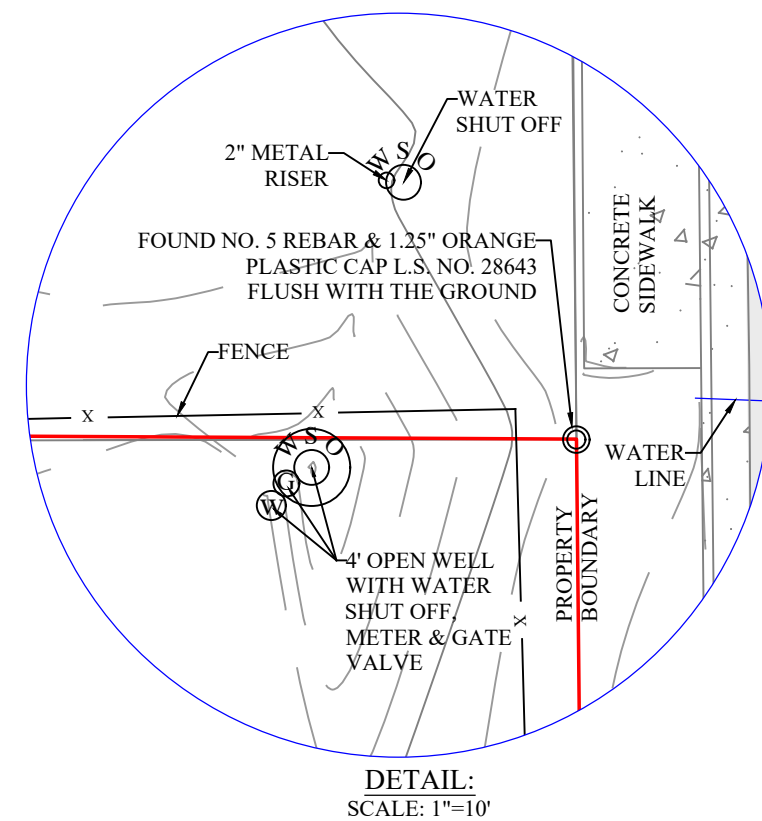
A TRACT OF LAND BEING A PORTION OF THOSE PROPERTIES DESCRIBED IN RECEPTION NOS. 271009 AND 194149
SAID TRACT OF LAND ALSO BEING A PORTION OF THE SE1/4SE1/4 OF
SECTION 16, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF GARFIELD, STATE OF COLORADO



VICINITY MAP
SCALE 1" = 5,000'

SCHEDULE B-2 ORDER NUMBER GW63018385 DATED FEBRUARY 8, 2022

- RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 04, 1902, IN BOOK 12 AT PAGE 587.
- RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 04, 1902, IN BOOK 12 AT PAGE 587.
- EASEMENT AND RIGHT OF WAY FOR COUNTY ROAD NO. 346, AS DESCRIBED IN DEED RECORDED NOVEMBER 18, 1938 IN BOOK 181 AT PAGE 244. DESCRIBED EASEMENT IS NORTH OF THIS PROPERTY.
- TERMS, CONDITIONS AND PROVISIONS OF DEED PROVIDING MAINTENANCE OF A DITCH IN SUCH A WAY AS TO CAUSE NO DAMAGE TO THE ADJOINING PROPERTY RECORDED DECEMBER 06, 1945 IN BOOK 217 AT PAGE 339. ALL DITCHES HAVE BEEN SHOWN.
- TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED NOVEMBER 24, 1959 IN BOOK 321 AT PAGE 538. NOTHING TO PLOT.
- TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED APRIL 28, 1988 IN BOOK 733 AT PAGE 236 AND 238. DESCRIBED EASEMENT IS NORTH OF THIS PROPERTY.
- TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 7-89 RECORDED NOVEMBER 03, 1989 IN BOOK 766 AT PAGE 305. NOTHING TO PLOT.
- TERMS, CONDITIONS AND PROVISIONS OF ORDER GRANTING PETITION RECORDED IN BOOK 767 AT PAGE 576 AND RECORDED FEBRUARY 19, 1991 IN BOOK 799 AT PAGE 106. NOTHING TO PLOT.
- TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED SEPTEMBER 22, 1994 IN BOOK 916 AT PAGE 537. EASEMENT IS SHOWN AS DESCRIBED NO UTILITY LINE WAS FOUND AT THE TIME OF SURVEY.
- TERMS, CONDITIONS AND PROVISIONS OF BOUNDARY LINE ADJUSTMENT AFFIDAVIT RECORDED OCTOBER 20, 2004 AT RECEPTION NO. 662103. AS SHOWN.
- OIL AND GAS LEASE BETWEEN THOMAS J. FRITZLAN, LESSOR, AND ANTERO RESOURCES PICEANCE CORPORATION, LESSEE, RECORDED MAY 05, 2008 UNDER RECEPTION NO. 747906, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (PRIMARY TERM: 3 YEARS)



DETAIL:
SCALE 1"=10'

PROPERTY DESCRIPTION

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 SE1/4 SE1/4 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 N. 89°52'53"W ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 284.27 FEET TO THE POINT OF BEGINNING; THENCE N. 89°52'53"W 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 N. 00°33'11"E ALONG THE EAST BOUNDARY OF SAID PROPERTY, A DISTANCE OF 691.37 (694.96 FIELD) 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 S. 89°00'58"E, A DISTANCE OF 370.36 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE EAST BOUNDARY OF SAID PROPERTY N. 00°25'42"W, A DISTANCE OF 30.12 FEET; THENCE LEAVING SAID EAST BOUNDARY S. 89°42'09"E, 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 S. 00°35'53"E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 715.57 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
STATE OF COLORADO

NOTES:

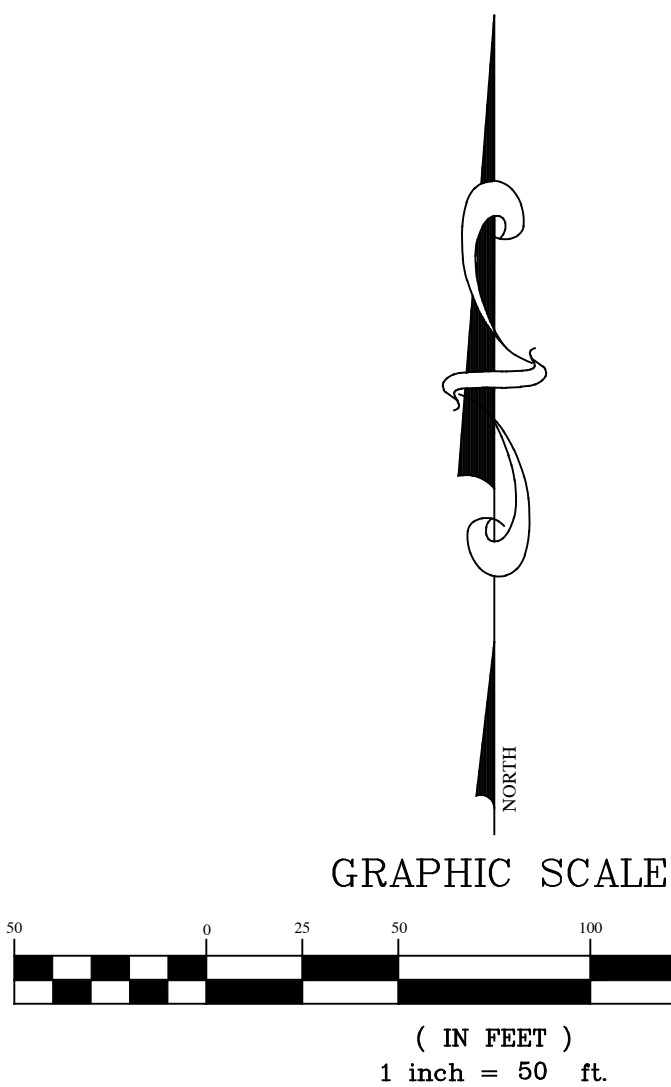
- THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS, SETBACKS AND EASEMENTS OF RECORD, OR IN PLACE. THIS SURVEY WAS PREPARED USING THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY IN ORDER NUMBER GW63018385 DATED FEBRUARY 8, 2022.
- THE DATE OF THIS SURVEY WAS JANUARY 26, 2022, APRIL 1, 2022 & APRIL 8, 2022.
- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF 500°35'35"E BETWEEN THE NORTHEAST CORNER OF SAID PARCEL, A NO. 5 REBAR & 1.25" ORANGE PLASTIC CAP L.S. NO. 28643 FOUND IN PLACE AND THE SOUTHEAST OF SAID PARCEL, A NO. 5 REBAR & 1.25" YELLOW PLASTIC CAP L.S. NO. 19598 FOUND IN PLACE. BEARINGS ARE BASED ON THE EAST LINE OF THE TRACT OF LAND DESCRIBED AT RECEPTION NO. 971509, RECORDED FEBRUARY 28, 2022 IN THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE.
- UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.
- THIS SURVEY IS BASED ON THE WARRANTY DEED DATED FEBRUARY 28, 2022, RECORDED AS RECEPTION NO. 971509 IN THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE AND CORNERS FOUND IN PLACE.
- THERE WAS APPROXIMATELY 12" OF SNOW AT THE TIME OF JANUARY SURVEY.
- THIS PROPERTY IS ZONED RURAL PER THE GARFIELD COUNTY ZONING MAP. BUILDING SETBACKS SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.
- ELEVATIONS ARE BASED ON A GPS OBSERVATION ON WDP 5 (NAVD 88), YIELDING A ON SITE BENCHMARK ELEVATION OF 5363.85' AS SHOWN, CONTOUR INTERVALS EQUAL 1 FOOT.

SURVEY STATEMENT

I, TRAVIS J. KAISER, DO HEREBY STATE THAT THIS EXISTING CONDITIONS SURVEY WAS PREPARED BY DRAKE CONSULTING, INC. FOR ECO DWELLING LLC.

I FURTHER STATE THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, JANUARY 26, 2022, APRIL 1, 2022 & APRIL 8, 2022, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED. I FURTHER STATE THAT I HAVE EXAMINED THE TITLE COMMITMENT PREPARED LAND TITLE GUARANTEE COMPANY IN ORDER NUMBER GW63018385 DATED FEBRUARY 8, 2022, AND FIND ALL EXCEPTIONS TO TITLE THAT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TRAVIS J. KAISER,
COLORADO P.L.S. NO. 38294
FOR, AND ON BEHALF OF DRAKE CONSULTING, INC.

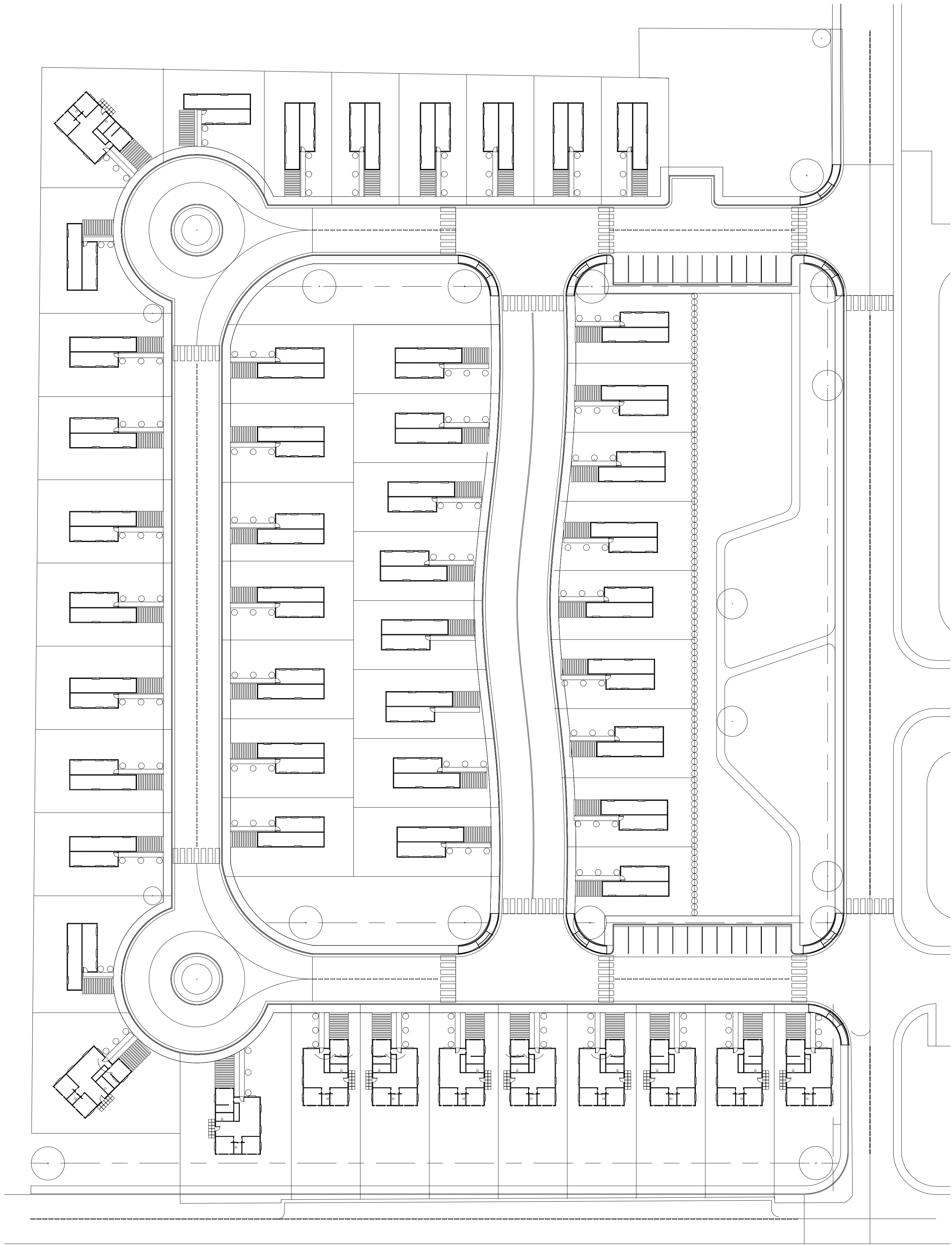


NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

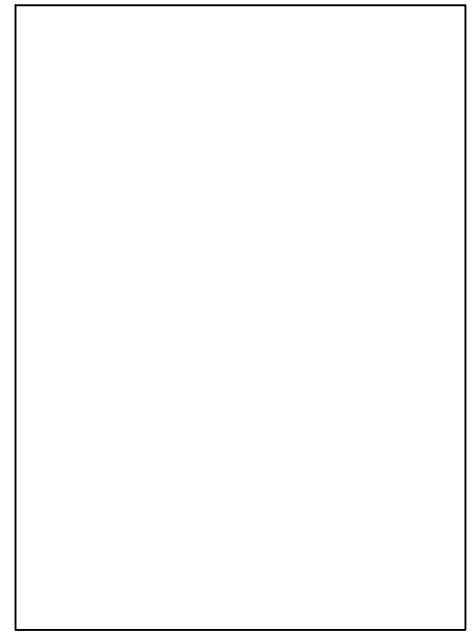
Drake Consulting, Inc.

Land Surveying
Phone 970-987-1389
Fax 970-360-1001
www.DrakeConsulting.CO

Drawn By:	NO.	Date	Revision	By	Project NO.
JG					22008
Checked By:					
TJK					
Date:					
APRIL 20, 2022					
Computer File:					
CAD/22/008/008.DWG					
ECO DWELLING, LLC 391 CR 332, RIFLE CO SEC. 16, T 6 S, R 93 W EXISTING CONDITIONS SURVEY					1 OF 1



KEY PLAN



CONSULTING ENGINEER



ALIOSKAR GANEM P.E.
CO. LIC. No. 59669

PROJECT NAME:

FRITZLAN RANCH

PROJECT ADDRESS:

LAST CHANCE DRIVE & MEGAN
AVENUE

REVISIONS DATE

Project No:
Scale: AS NOTED
Date: 5/17/23
Drawn: A.G.
Checked: A.G.
CAD File:

Drawing Title:

S-P

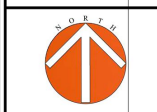
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MARIANO CORRAL LANDSCAPE ARCHITECT.

THE CONTRACTOR MUST CHECK AND VERIFY ALL
DIMENSIONS OF THE JOB AND BE RESPONSIBLE FOR
SAME. CONTRACTOR MUST REPORT ANY
DISCREPANCIES TO THE LANDSCAPE ARCHITECT
BEFORE COMMENCING THE REQUIRED WORK. NO
DRAWINGS SHALL BE SCALED.

PROJECT
Fritzlan Ranch
391 Last Chance Dr
Rifle, CO

OWNER
5 Powerline Rd
Rifle, CO 81650

ARCHITECT



SCALE: AS SHOWN
PROJECT NUMBER: 24-082020-CH
DRAWN BY: MC
CHECKED BY: MC
DATE: 08-15-20

Digitally signed by Mariano Corral
DN: E=mcoral392@gmail.com,
CN=Mariano Corral,
O=Mariano Corral Landscape Architect P.A., L=Miami,
S=Florida, C=US
Location: Miami, Florida
Reason: I attest to the accuracy and integrity of this document
Contact Info: Mariano Corral
Date: 2022.06.10
07:03:01-04:00

SEAL: REGISTERED LANDSCAPE ARCHITECT
LA6666671
STATE OF FLORIDA
LIC.# 12345
SHEET NUMBER:
LP-1
OF:
2021 SW 109 Court
Miami, Florida 33155
407.441.1921
marianocorral@comcast.net

PLANT LIST							
KEY	QUANT	BOTANICAL NAMES/COMMON NAMES	HGT	SPR	CALIPER	TYPE	NATIVE
F	11	FRANIXUS / ASH TREE	50/80	24	24	LARGE	NO
PS	6	PRUNUS SERRULATA / CH BLOSSOM	15/30	15/30	15/30	MEDIUM	NO
GP	246	BOX / BOXWOOD SHRUB	2/3	2/4	2/4	SMALL	NO
TOTAL NEW TREES		17					
TOTAL NEW SHRUB		246					

PHOTOS OF PROPOSED PLANT MATERIALS



(GP) BOXWOOD SHRUB



(GP) BOXWOOD SHRUB



(F) ASH TREE



(PS) CHERRY BLOSSOM

LANDSCAPE CALCULATIONS REQUIRED TO BE PERMANENTLY AFFIXED TO PLAN

ZONING DISTRICT :
NET LOT AREA : 9.03 ACRES
393680 SQFT

THIRTY FIVE (35%) PERCENT OF THE GROSS LOT SF SHALL BE LANDSCAPING
393680 X 35% = 137788 SQFT

TWNTY (20%) PERCENT OF VUA MAY BE USED TO FULL FILL THE GROSS 35%

TREES SITE REQUIREMENTS

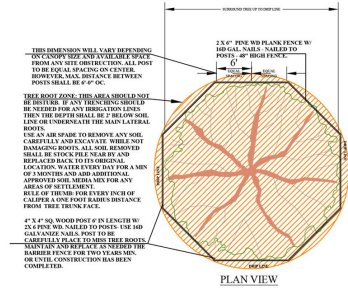
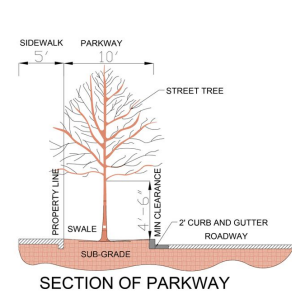
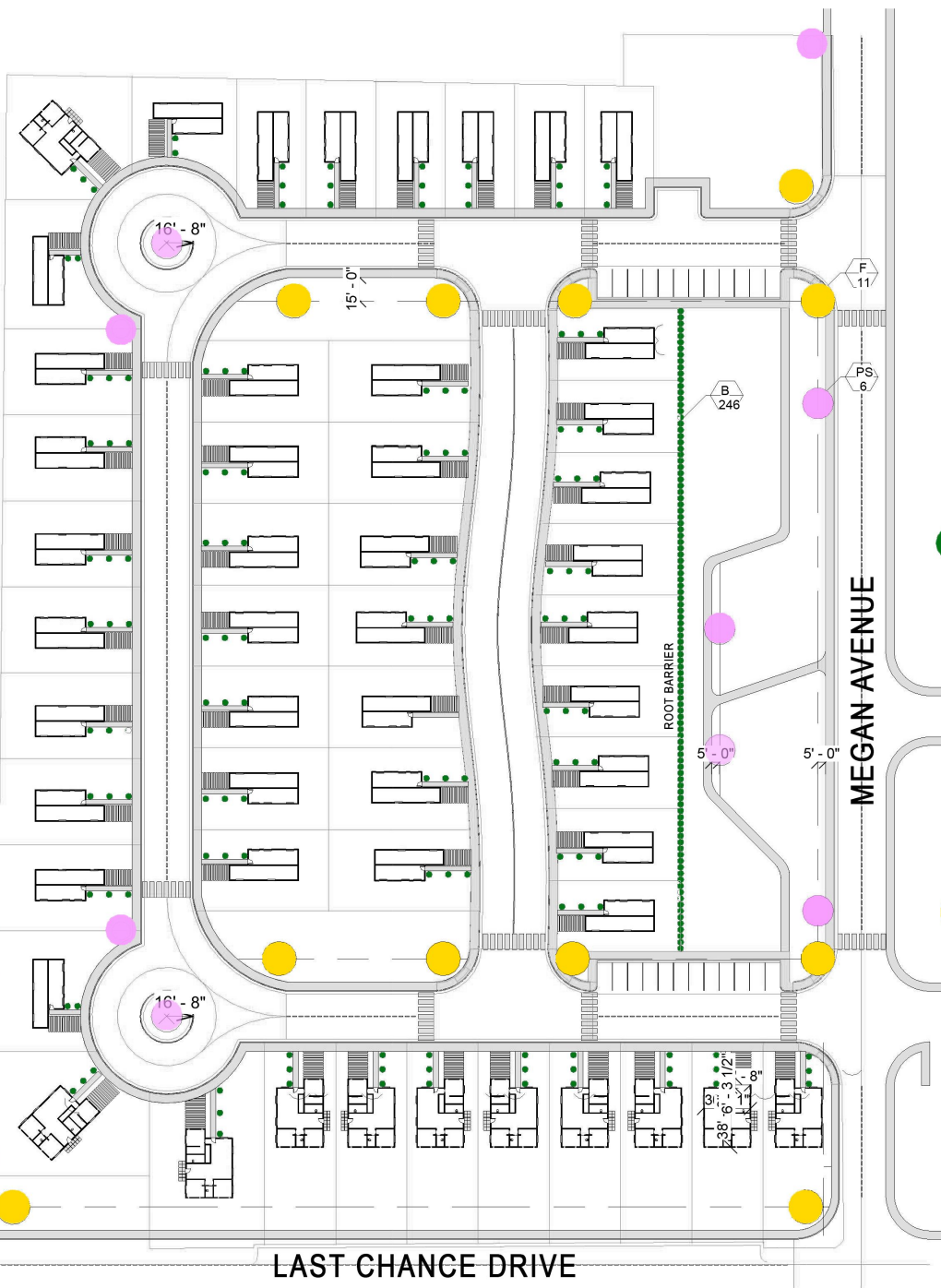
A. ONE (1) /1000 SF OF NET LOT AREA
1.20% MUST BE SHADE TREE

B. 1 STREET REQUIREMENTS 235' LF/40'=
TREES-VUA REQUIREMENTS
Section 47.21

A. 25% of total trees must be 3 1/2 min cal. trees =
B. 25% of total trees must be 2 1/2' min cal. trees=
C. 10% Other species.

Total new trees included : 17
Total new shrubs included : 246

LANDSCAPE PLAN SCALE 1" = 80' - 0"



TREE PROTECTION BARRIER FENCE DETAILS

UDP-S21019





Agenda Item #5.f.i.

Agenda Item Name:

Ordinance No. 15, Series of 2023 - Annexation - 2nd Reading

Presenter:

Patrick Waller, Planning Director

Item Description:

Ordinance No. 15, Series of 2023 - Annexation - 2nd Reading

Recommended Action:

Move to Approve Ordinance No. 15, Series of 2023 on second reading.

Fiscal Impact:

N/A

Operational Impact:

Ordinance No. 15, Series of 2023 - Annexation - 2nd Reading

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Ordinance No. 15-Fritzlan Annexation

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 15
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 May 2023, 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. 16, Series of 2023 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on July 19, 2023; and

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

WHEREAS, notice of such hearing was published on June 15, 22, 29, and July 6, 2023 in the *Citizen Telegram* newspaper; and

WHEREAS, the City Council by Resolution No. 20, 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 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 July 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 August 2, 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 SE¼SE¼ 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.



Agenda Item #5.f.ii.

Agenda Item Name:

Ordinance No. 16, Series of 2023 - Zoning - 2nd Reading

Presenter:

Patrick Waller, Planning Director

Item Description:

Ordinance No. 16, Series of 2023 - Zoning - 2nd Reading

Recommended Action:

Move to Approve Ordinance No. 16, Series of 2023 on second reading.

Fiscal Impact:

N/A

Operational Impact:

Ordinance No. 16, Series of 2023 - Zoning- 2nd Reading

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Ordinance No. 16-Fritzlan Zoning

CITY OF RIFLE, COLORADO
ORDINANCE NO. 16
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 May 2023, 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. 15, 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 June 27, 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 July 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 July 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 August 2, 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 SE¼SE¼ 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. 3,200sf minimum lot size
2. Setbacks/building envelope shown on final plat with a minimum 5' side yard and 10' front and rear yard setbacks.
3. Carports and storage sheds may encroach in setbacks.
 - a. 2' side and rear yard setbacks, no front yard setback for carports
 - 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, and private roadways owned, maintained and managed by HOA.
5. Use of Manufactured Housing, factory-built housing, pre-fabricated housing or pre-fabricated components to construct houses is permitted.
6. No garages allowed.
7. Uses limited to residential use only.
8. Parking requirements: 2 off-street spaces for each lot; parking allowed on one side of each street.
9. Raw water irrigation from Loesch & Crann Ditch required for all open space, park areas, and individual lots.
10. All lots shall be developed with an 8' X 10' storage shed located in the rear yard of the lot.
11. Siding options shall not be replicated on adjoining lots.
12. Internal sidewalks shall be a minimum of 5' in width.



Agenda Item #7.a.

Agenda Item Name:

Service Award Presentation to Robert Burns

Presenter:

Tommy Klein, City Manager

Item Description:

Service Award Presentation to Robert Burns

Recommended Action:

No action necessary

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Service award presentation to Robert Burns for 22 years of dedication to the City of Rifle.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

None



Agenda Item #7.b.

Agenda Item Name:

Receive Presentation from Middle Colorado Watershed Council

Presenter:

Paula Stepp

Item Description:

Receive Presentation from Middle Colorado Watershed Council

Recommended Action:

None

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Paula Stepp is the Executive Director of the Middle Colorado Watershed Council (MCWC). Ms. Stepp will present information to the Council on the organization.

Executive Summary:

The mission of the MCWC is:

To evaluate, protect and enhance the health of the middle Colorado River watershed through the cooperative effort of watershed stakeholders.

The MCWC raised funds to create the Colorado River Interpretive Center located in the Rifle rest area to provide information to citizens on the Colorado River. (The City owns the building.) The organization is heavily involved in wildfire prevention efforts in our region. They have also established water quality monitoring stations along the river and the data is accessible on their website.

Jared Emmert, our wastewater plant manager, sits on the MCWC's board.

<https://www.midcowatershed.org/>

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. MCWC -Rifle City Council - August 2023 Presentation



Middle Colorado Watershed Council



MANAGING THE MIDDLE COLORADO WATERSHED

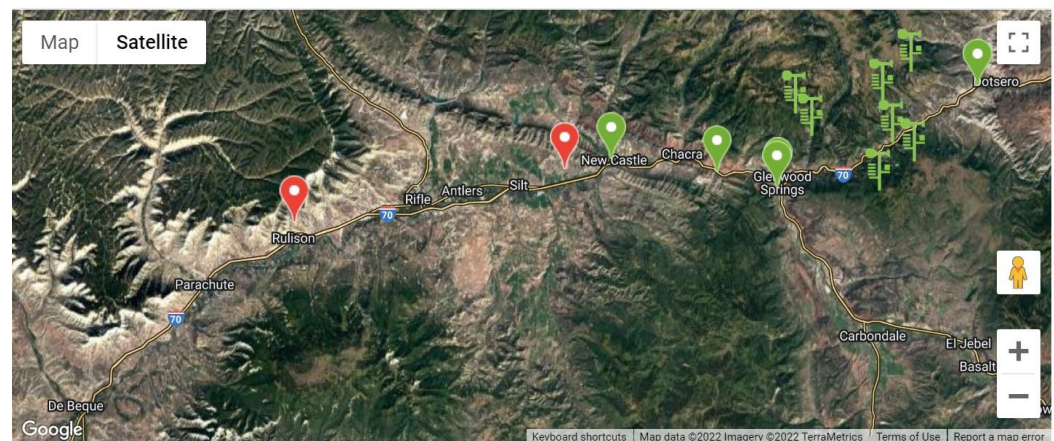
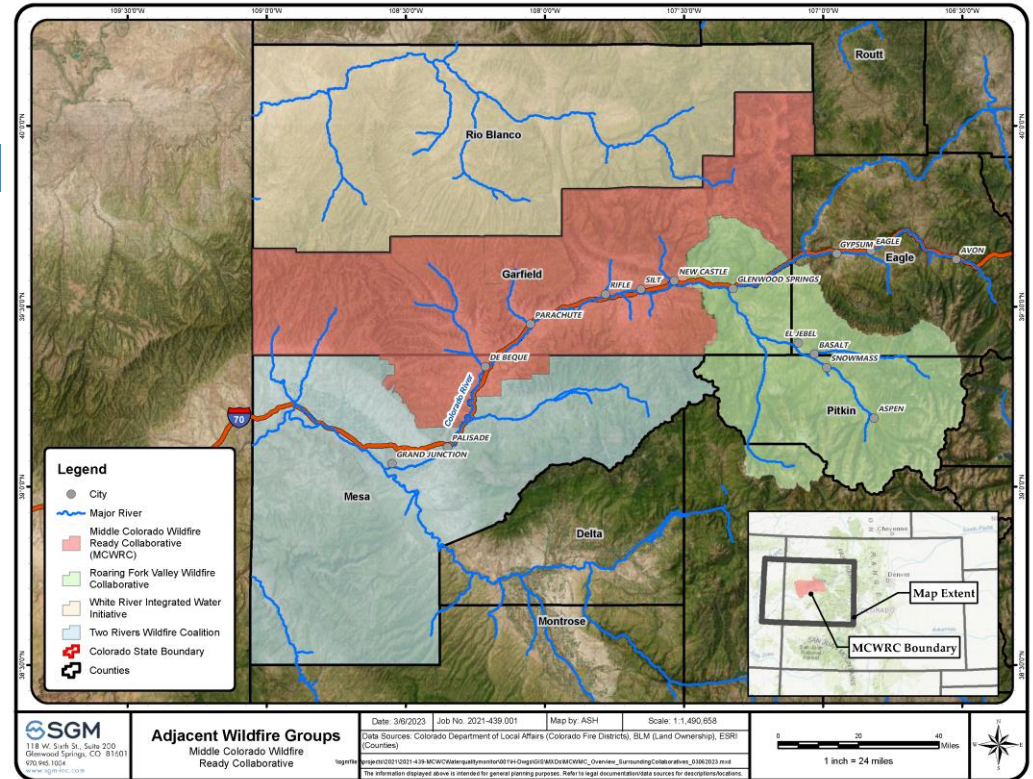
August 2023

Rifle City Council

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Post Wildfire and Wildfire Ready

- *Two New Water Quality Monitoring Sites: Silt and Rulison
- *Customized Data Dashboard Each Municipality
- *Silt Water Conservancy District Silt Pump Canal Sediment Mitigation and Repair
- *Soil Moisture Monitoring Added to Rain Gauge Sites in the Canyon
- *Colorado River Wildfire Ready Collaborative



Colorado River Wildfire Collaborative

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



Restoration

- *Roan Creek Fish Barrier and Ditch Infrastructure Repair**
- *Silt Preserve Water Rights and Restoration**
- *Best Practices Gravel Pit Restoration**
- *Best Management Practices for Flood Plain Uses**
- *Participating in HUP and ShOP conversations**
- *River Watch**



Recreation

- *Coordination with river recreation access projects
- *Rulison boat ramp* River Stop, Colorado River Interpretive Center
- *Spanish Translation River Access Guide *CPW Non-native Species App
- *Annual Wild and Scenic Film Fest in Rifle and Glenwood Springs
- *Glenwood Canyon Sign Replacement Project with USFS, CDOT and CPW



Considering the Future



- ❑ Increasing wildfire ready activities
- ❑ Project goal updates to accommodate changes due to drought
- ❑ Applying what we've learned to work with stakeholders to evaluate and protect the watershed

Contact Information

Middle Colorado Watershed Council
Paula Stepp/Executive Director
pstepp@midcowatershed.org, 970-404-0162

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



Agenda Item #8.a.

Agenda Item Name:

Consider Resolution No. 22, Series of 2023 - Authorizing the City to Submit An Energy and Mineral Impact Assistance Fund Grant Application for Climate Action Planning Project

Presenter:

Tommy Klein, City Manager

Item Description:

Consider Resolution No. 22, Series of 2023 - Authorizing the City to Submit An Energy and Mineral Impact Assistance Fund Grant Application for Climate Action Planning Project

Recommended Action:

Move to approve Resolution No. 22, Series of 2023.

Fiscal Impact:

Staff will apply for \$100,000 in grant funds and if the application is approved, the City must match 10%. Funds from Water and Wastewater will be considered for matching funds.

Operational Impact:

If approved, staff will manage the grant and make changes based on goals identified in the study.

Prior Board Motions:

None

Background Information:

If the study is completed, the EIAF Climate Action project will increase our competitiveness when applying for future EIAF and other grants.

Executive Summary:

If the study is completed, the EIAF Climate Action project will increase our competitiveness when applying for future EIAF grants. We anticipate including several goals in the plan that will save the City money on energy costs. Once challenges are identified, we will be more likely to obtain grants to address them.

For example, addressing inefficient buildings is a project staff would like to pursue. Improving the energy efficiency of the Ute is a project in our current strategic plan (Core Services). Becoming eligible for grants because we have an action plan will save us money on construction and future energy costs.

Street projects are a major consideration for staff when applying for grant funding. By developing an action plan, we hope to address stop-and-go traffic that increases the amount of idling time for vehicles. (If we are able to replace streets or build a bridge, water, and sewer service systems will be improved or installed. This is

the justification for using water and wastewater funds. Our next EIAF application will involve replacing water and sewer lines on Railroad Avenue from 5th to 9th. A bridge will be needed to alleviate congestion on Railroad Avenue. A plan will make us competitive for an EIAF grant to construct the bridge.

We also hope to leverage federal dollars to buy electric fleet vehicles (EVs). It will take years to realize the environmental benefits of EVs, but acquiring vehicles that are subsidized will save our citizens money in the near term. If gasoline prices continue to rise, we will realize cost savings over the life of the EV.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Resolution No. 22-DOLA Climate Planning

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 22
SERIES OF 2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, AUTHORIZING THE CITY TO SUBMIT AN ENERGY AND
MINERAL IMPACT ASSISTANCE FUND GRANT APPLICATION FOR
CLIMATE ACTION PLANNING PROJECT.

WHEREAS, the City of Rifle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Energy and Mineral Impact Assistance Fund (“EIAF”); and

WHEREAS, the City of Rifle has submitted a Grant Application for Climate Action Planning (Climate Resilience Challenge) requesting a total award of \$200,000; and

WHEREAS, the City of Rifle supports the completion of the project if a grant is awarded by the EIAF.

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 City Council of the City of Rifle strongly supports the Grant Application submitted by the City and has appropriated matching funds for a grant with the EIAF.
3. The City Council authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the EIAF.
4. If a grant is awarded, the City Council hereby authorizes the City Manager to sign a Grant Agreement with the EIAF.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a special meeting held this 2nd day of August 2023.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



Agenda Item #8.b.

Agenda Item Name:

Consider Approval of Martinez Western Constructors, Inc. for the Park Hill Retaining Wall

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Consider Approval of Martinez Western Constructors Inc for the Park Hill Retaining Wall

Recommended Action:

Move to approve Martinez Western Constructors Inc for the Park Hill Retaining Wall in the amount of \$132,811.25

Fiscal Impact:

A supplemental was previously approved for the work.

Operational Impact:

Yes, this will reduce nuisance flooding which is currently an ongoing maintenance issue.

Prior Board Motions:

N/A

Background Information:

As to history, previous City Administration(s) in the 1970s 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.

Executive Summary:

This has been a project in the making for many decades. Although only one bid was received, the number was below the engineer's estimate and is from a qualified bidder. Completing this project clears issues that arise multiple times per year.

Notification Requirements:

N/A

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Park Hill Retaining Wall 2023 Project Manual
2. Park Hill Site Plan
3. Park Hill Wall Bid Tab
4. Martinez Western PURCHASE REQUEST FORM Park Hill Wall

Park Hill Retaining Wall 2023



PROJECT MANUAL

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

2023

Pre-Bid Meeting: June 23, 2023

Bid Due Date: July 14, 2023

Award Date: August 2, 2023

Construction Start Date: September, 2023

Construction Completion Date: November, 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

- Park Hill Site Plan
- S1 Title Sheet
- S2 Wall Plan View
- S3 Wall Profile
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ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of the **Park Hill Retaining Wall 2023** will be received at the **Council Chambers, Rifle City Hall, 202 Railroad Avenue, Rifle, CO.** until 2:00pm, on July 14, 2023, at which time they will be publicly opened and read aloud.

This project involves procurement, excavation, installation and backfill for a block wall. Procurement of the wall includes shop drawings from the manufacturer which will be reviewed by the wall designer. Traffic control and cranes/hoisting is expected for delivery of the block wall and other materials. After the completion of the wall there will be a concrete valley pan at its base and permanent erosion control including straw waddles and hydroseed. Hydroseed may take place in the spring of 2024 depending on construction completion.

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 August 2, 2023 Council Meeting. Time of Commencement of the Work is anticipated to be no later than September, 2023, with completion by November, 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 procurement, excavation, installation and backfill for a block wall. Procurement of the wall includes shop drawings from the manufacturer which will be reviewed by the wall designer. Traffic control and cranes/hoisting is expected for delivery of the block wall and other materials. After the completion of the wall there will be a concrete valley pan at its base and permanent erosion control including straw waddles and hydroseed. Hydroseed may take place in the spring of 2024 depending on construction completion.

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:
Park Hill Retaining Wall 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

	Unit	Qty	Unit Cost	Cost
Mobilization	LS	1		
Block Wall	sf	678		
4' Concrete Valley Pan	lf	82		
Rip Rap	SF	125		
Hydro-seeding	SF	2200		
Erosion Control	Ea	1		
Traffic Control	LS	1		
Contingency 25%	LS	1		

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 Park Hill Retaining Wall 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

Park Hill Retaining Wall 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
 - Park Hill Site Plan
 - S1 Title Sheet
 - S2 Wall Plan View
 - S3 Wall Profile
 - S4 Wall Sections
 - S5 General Notes
 - 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

The project will be awarded at the August 2nd City Council meeting and is planned for completion in late fall of 2023. This is pending procurement of the block wall which includes shop drawings, review and approval. If the blocks are delayed work can be completed in 2024 which is all weather pending on dates.

	Begin	Finish	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March (hydroseed)
RFB	19-Jun-23	2-Aug-23										
NOA	2-Aug-23	18-Aug-23										
Construction	1-Aug-23	1-Dec-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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, Individual)

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 design and construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs or machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor
performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation shall
be void; otherwise to remain in full force and effect.

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 WORK
to be performed there under 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)

counterparts, each one of which shall be deemed an original, this _____ day of _____
_____, _____.

Principal

ATTEST:

(Principal) Secretary By: _____ (s)

(Address)

Witness as to Principal:

(Address)

(Surety)

By: _____
(Attorney-In-Fact)

(Address)

ATTEST:

Witness as to Surety

(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.

**CITY OF RIFLE
NOTICE OF AWARD**

Dated

TO: _____
Bidder

OWNER'S PROJECT NO. _____

PROJECT: Park Hill Retaining Wall 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 if 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 unenforceable 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.

The project will be awarded at the August 2nd City Council meeting and is planned for completion in late fall of 2023. This is pending procurement of the block wall which includes shop drawings, review and approval. If the blocks are delayed work can be completed in 2024 which is all weather pending on dates.

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
_____Block Wall Shop Drawings
_____Hydroseed Product Data
_____Rip Rap Product Data
_____Concrete Product Data 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.

Concrete

I General

- PWM 0.0.1. Submittals- Deliver to City all the materials, mix designs and other materials contractor proposed to use on the project which require testing, with request for acceptance.
- PWM 0.0.2. Storage Facilities - Provide and maintain adequate facilities on the site for safe storage and proper curing of concrete test cylinder for the first 24 hours, as required by ASTM C-31.
- PWM 0.0.3. Defective Concrete - If concrete is found defective from testing, placing, curing or for other causes, and if the contractor is so directed, he must remove the concrete at no cost to the City.

II Products

Materials that are to be incorporated in the structure shall conform to the minimum standards hereinafter referred to, unless otherwise approved.

- PWM 0.0.1. Cement

- A. Portland Cement, conforming to the requirements of ASTM C-150 Type I or II.
- B. Chemcomp, expansive shrinkage compensating cement, as manufactured by Texas Industries, Inc., or equal product licensed by and conforming to the requirements of the Chemical Prestressed Concrete Corp. (CPCC).

PWM0.0.2. Admixtures

- A. Air Entraining Agent conforming to the requirements of ASTM C-260, Protex R03300-3, or approved equal.
- B. Water Reducing Agent conforming to the requirements of ASTM C-494, Master Builders Pozzoloth, or approved equal. No accelerators or admixtures containing chlorides will be permitted.
- C. Retarding Agent conforming to the requirements of ASTM C-494, Type B, Master Builders MB-HC, or approved equal. If Type D is used, adjust mixture of water reducing agent.

Lignin type retarders will not be permitted.

- D. Fibrous Concrete Reinforcement: 1.5 lbs/cy of 100% virgin polypropylene fibrillated fibers, as manufactured by Fibermesh Co., Chattanooga, Tennessee, or approved equal, shall be plant batched into the mix when called for in the special conditions.

PWM0.0.3. Water - Potable, nonalkaline water devoid of salts and other injurious elements for concrete mixing shall be used.

PWM0.0.4. Aggregates

- A. General: All fine and course aggregates shall conform to the following specifications:

Concrete Aggregates	ASTM C-33
Unit Weight of Aggregates	ASTM C-29
Organic Impurities Colormetric	ASTM C-40
Soundness of Aggregate by Sodium Sulfate	ASTM C-88
Sieve Analysis	ASTM C-29

- B. Gradation: Fine and course aggregates are regarded as separate ingredients and each shall be well graded between the limits as shown in the following chart:

Percentage Passing Designated Sieves and Nominal Size Designation				
<u>Sieve Size</u>	#467	<u>COURSE</u>		<u>FINE</u>
		#57 <u>1 1/2" to #4</u>	#67 <u>1" to #4</u>	AASHO-M6 <u>3/4" to #4</u>
<u>#4 to #100</u>				
2"	100			
1 1/2"	95-100	100		
1"		95-100	100	
3/4"	35- 70		90-100	
1/2"		25- 60		
3/8"	10- 30		20- 55	100
# 4	0- 5	0- 10	0- 10	95-100
# 16		0- 5	0- 5	45- 80
# 50				10- 30
#100				2- 10

PWM0.0.5. Reinforcing Steel

- A. Bar steel shall be round bars conforming to ASTM A-615, Grade 60, except #5 or smaller bars may be Grade 40 or 60 as shown on drawings, and deformed in accordance with the requirements of ASTM A-305.
- B. Welded Wire Fabric shall be electrically welded wire fabric, cold-drawn wire, conforming to ASTM A-185.
- C. Epoxy-coated reinforcing bars and/or welded wire fabric shall be epoxy coated by electrostatic spray methods meeting the requirements of AASHTO M-284. The coating material shall be a light colored powdered epoxy resin which will highlight rusting of untreated bar area.
- D. Dowels for Slabs on Grade at joints where indicated shall be hot rolled merchant bars conforming to ASTM A-151, C-1020.
- E. Miscellaneous Reinforcement not covered above must conform with the requirements of ACI-315 and ACI-318.

PWM0.0.6. Joint Materials

- A. Non-extruding and resilient non-bituminous type conforming to ASTM D-1752 or resin-impregnated fiberboard having the Physical requirements of ASTM D-1752, in widths shown or 3/8" where not shown, shall be used where joint sealers are indicated. Materials shall be Darasel-U fiberboard filler as manufactured by W.R. Grace & Co. or equal. Filler material containing asphalt or tar will not be allowed.
- B. Non-extruding and resilient bituminous type conforming to ASTM D-1751 shall be used for concrete paving and structural construction where joint sealers are not called for.
- C. Portland cement concrete pavement joints shall be sealed in accordance with the Colorado Department of Transportation (CDOT) Specifications.

PWM0.0.7. Curing Compounds - Curing compounds where allowed shall conform to ASTM C-309.

PWM0.1. PROPORTIONING INGREDIENTS

Concrete ingredients shall be proportioned so as to provide concrete which is workable and homogeneous, yet when hardened it will provide the required strength, durability, resistance to deterioration, abrasion, watertightness, appearance and other specified properties.

Concrete shall be CDOT class D with design strength of 4500 psi

- 0.1.8. Construction - Application for the various combination of aggregate size, in combination with allowable air content and slump range, for the different classes of concrete are as shown below.

Nominal Max. Size Coarse Ag.	Air Content Range	Vib. Slump Range	Min. Cement Content	Concrete	
In.	% by. Vol.	In.	lb/CY	Class	Typical Application
3/4" on Grade	5-8	3-7	615-660	CDOT Class D	Reinforced Slab

0.1.9. Mix Designs

- A. Designs employing the same ingredients proposed for use and used successfully on a previous project under similar conditions to those anticipated on this project may be used, Provided the contractor requests and obtains City approval on the following, all of which must be certified to by the supplier:
 - 1. Concrete mix designs conforming to these specifications.
 - 2. ID sets of 7 and 28 day concrete strength tests made during the last 6 months on concrete conforming to the design in (1) above.
 - 3. Curve showing relationship of 7 and 28 day strengths in (2) above.
 - 4. Reports of compliance tests of fine and course aggregates made during the last six (6) months.

OR

- B. The contractor shall employ, at his expense an acceptable independent laboratory to design, proportion and select ingredients from the supplier's sources that will produce a concrete mix conforming to the requirements of these specifications, while providing proper place-ability, durability, strength and other required physical properties for the proposed application

III Supplemental Concrete Requirements

- 1. STAMPED & COLORED CONCRETE CROSSWALKS: 3 different sample sections of stamped and colored concrete will be required. 4'x 4' each for review and approval by City staff prior to crosswalk installation.
- 2. Trench Drain Expansion Joint Sealant – Deck-O-Seal gun grade 2 part polysulfide 2-component chemically cured polysulfide rubber, color as directed by owner's representative
 - A. Approved Equal:
 - a. BASF Sonolastic "SL2" 2-component chemically cured urethane sealant
 - b. Sika Corporation "Sikaflex 2C SL" 2-component chemically cured urethane sealant
- 3. Trench Drain Expansion Joint Backer Rod

- B. Backer rod shall be closed cell, non-absorbent compressible material manufactured for the specific purpose of controlling the sealant depth. Manufactured by Sika, Quikrete or approved equal.
- 4. Concrete Surface Sealant (concrete parking areas, road fillets, and crosswalks)
 - A. “Glaze & Seal” Advanced Concrete & Masonry Impregnator
- 5. Concrete Color Coating at the Flexible Parking Plaza on East Third Street shall be BASF “MasterSeal NP1 and NP2. Colors shall be selected by the City of Rifle.

IV Execution

PWM0.2. FORM WORK

Provide all forms, shores, cores, molds and similar items in sufficient quantity and quality to properly execute the work.

Lumber or plywood contact surfaces must be free from knots, warps, breaks, or other defects likely to cause irregular surfaces. Metal forms must be free from irregularities, dents and sags and suitable for concrete exposed to view in finished areas.

Do not reuse forms if there is any evidence of surface wear or tear which would impair the quality of the finish. Thoroughly clean and relubricate forms for reuse.

PWM0.2.1. Tolerances - Construct forms so as to insure that concrete surfaces will conform to tolerances of Section 203.1 ACI 347.

PWM 0.2.2. Preparation of Form Surfaces - Make forms sufficiently tight to prevent leakage of grout or cement paste. Seal wood surfaces against absorption of moisture from the concrete with an acceptable oil, sealer, or factory applied nonabsorptive liner.

Coat forms to prevent bond with concrete prior to placing of the reinforcing steel. Do not allow coating material to stand in puddles in forms nor to come in contact with concrete against which fresh concrete will be placed.

PWM 0.2.3. Removal of Forms

- A. Form work that supports weight of concrete must remain in place until concrete has reached its specified 28 day strength, unless otherwise specified or permitted.
- B. Form work not supporting weight of concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations.
- C. Whenever the form work is removed during the curing period, the exposed concrete shall be immediately cured by one of the methods herein specified.

PWM 0.2.4. Reinforcement Placement - Support and wire together all reinforcing bars to prevent displacement from external loading prior to and during concrete placement. On ground where necessary supporting concrete blocks may be used, otherwise use concrete, metal, plastic or other satisfactory bar chairs and spacers. Templets will be required for all column dowels.

Epoxy coated reinforcing bars and welded wire fabric shall be tied with epoxy coated tie wire that will not damage or cut the coating. Bars shall be placed on plastic supports or steel supports fully coated with plastic or epoxy. Care shall be taken to prevent coated bars from coming into contact with other steel items. The contractor shall repair all damaged coating prior to concrete placement.

Provide adequate support for welded wire fabric during placing of concrete to insure proper position of the fabric in the slab.

At time of concrete placement all steel is to be free from loose, flaky rust, mud, oil or other coatings that may destroy or reduce bond.

Unless otherwise noted on the drawings, the steel shall be protected by concrete, after placement as follows:

- A. 3/4" for interior slabs.
- B. 1" for interior walls and formed exterior slabs.
- C. 1 1/2" for beams, columns and concrete exposed to the weather or in contact with the ground.
- D. 3" for concrete deposited against the ground.

Smooth dowels to join existing concrete to new concrete shall be epoxied into drilled holes and extend into the old concrete a distance of 24 diameters.

PWM 15.3.2. Curb, Gutters, Sidewalks and Crosspans

Where curbs and gutters are adjacent to and constructed in conjunction with sidewalks, the concrete shall be placed simultaneously on a compacted subgrade. Monolithic concrete so placed, as in all slabs on grade, shall be divided into ten (10) foot sections by dummy joints formed with a jointing tool. Dummy joints shall extend into the concrete for a depth of not less than $\frac{1}{4}$ of the slab concrete depth and shall be approximately 1/8" in width.

Premolded expansion joint filler 1/4" to 1/2" in thickness that extends for the full depth of the concrete shall be installed between all, concrete sidewalks, driveways, and any fixed structures or appurtenances such as manholes, utility poles, etc.

Back of curbs and edges of sidewalks shall be backfilled and shaped to drain after the forms have been removed. Areas between Property lines and back of sidewalk or curbs shall be shaped and uniformly graded in accordance to Landscaping Specifications

PWM 0.2.1. Construction Joints - Continue all reinforcing steel and welded wire fabric across joints, unless otherwise indicated. Provide keys and inclined dowels as shown or as directed. Provide longitudinal keys at least 1 1/2" deep in all joints in walls and between walls and slabs.

Thoroughly clean surfaces and remove all laitance on the surface of joints before next placement.

When required or directed, obtain bond between hardened concrete and new concrete by:

- A. Use of an epoxy bond in accordance with the applicable provision of ACI Journal, Proceedings V59 #9, September, 1962, pp. 1121-1142.
- B. Use of an acceptable chemical retarder.
- C. By roughening surface of old concrete in an acceptable manner such as sandblasting.
- D. Provide a continuous water stop as specified.

PWM 0.2.2. Expansion Joints - Install filler in expansion joints 3/4" thick by 1/2" less than slab thickness. For floors place a 3/4" x 1/2" tapered wood strip over the joint filler, flush with the top of the slab and finish the edges with an edging tool. After the concrete has hardened remove the wood strip and seal the joint flush with the surface.

PWM 0.2.3. Control Joints - Joints shall be formed by use of acceptable sheet metal forms, or by insertion of hard-pressed fiberboard strips into the plastic concrete, or by sawing with carborundum or diamond-tipped blade after concrete has set. Joints shall be 1/4" wide and approximately 1/4 of the slab thickness in depth, unless otherwise indicated or directed.

When concrete is dry, clean out sawed or fiberboard joints and fill to wearing surface with joint sealer.

PWM 0.3. CONCRETE MIXING

Concrete shall be mixed and transported to the job site in accordance with the requirements of ASTM C-94.

Delivery tickets for each batch delivered shall show the date, mix by number or sack content with maximum size aggregate, admixtures and amounts used per cubic yard, air content, slump and time of loading.

PWM 0.3.1. Agitating, Mix and Discharge - Concrete shall be continuously agitated from the time water is added and then mixed for 2 1/2 minutes just prior to discharge. The mix shall be discharged from the truck within one (1) hour after cement is batched, unless longer time is specifically authorized.

PWM 0.3.2. Water - Indiscriminate addition of water to increase slump is prohibited.

PWM 0.3.3. Admixtures

- A. Liquid admixtures shall be charged into the mixer by means of an approved metering device.
- B. Powder admixtures shall be weighed or measured by volume in accordance with manufacturer's recommendation.
- C. When two or more admixtures are to be incorporated in the mix, they shall be added separately during batching sequence.

PWM 0.3.4. Retempering - Mix concrete only in quantities for immediate use. Concrete which has been in the mixer 80 minutes or longer shall be discarded. Retempering of concrete will not be allowed. Concrete arriving at the project with slump below that suitable for placing may have water added only if neither:

- A. The maximum permissible water-cement ratio has not been exceeded.
- B. Maximum slump has not been exceeded.

Any addition of water above that permitted by limitation on water-cement ratio must be accompanied by a quantity of cement sufficient to maintain proper cement ratio and a mixing time of 1 1/2 minutes. No such additions will be permitted unless specifically authorized in writing by a city representative.

PWM 0.3.1. Batch Temperature - As mixed temperature of concrete shall be maintained above 55 degrees F and below 80 degrees F, even though the mean temperature falls below 40 degrees F.

PWM 0.3.2. Protection - Provide adequate protection against rain, sleet, snow, cold and other weather conditions.

Protect exposed surfaces from rain water and from 40 degrees F and below temperatures with suitable covering, and equipment to maintain a minimum temperature of 50 degrees F for a period of 72 hours after the concrete has been placed.

PWM 0.3.1. Preparation of Surfaces - Preparation for placing shall include, but is not limited to, form construction, setting of reinforcing steel and embedded items, securing and alignment of forms, cleaning thoroughly all surfaces that will be in contact with concrete and keeping them free of debris, ice, rust, scale, grease or other coatings during placement of the concrete.

PWM 0.3.2. Equipment and Labor - Assemble and provide sufficient labor and equipment for proper mixing, transporting, placement and protection of concrete until accepted by the City.

PWM 0.3.3. Conveying - Truck mixers, agitators, and non-agitating units, including their manner of operation, must conform to the applicable requirements of ASTM C-94. Aluminum tubing or pipe for conveying concrete will not be allowed.

Concrete shall be conveyed to place of final deposit by methods which will prevent segregation or loss of ingredients and insure the required quality of the concrete is obtained. A hopper or tremie will be required at the end of metal chutes having a slope greater than 1:2 or less than 1:3 vertical to horizontal; or chutes in excess of 20 feet in length.

Use of horizontal belt conveyors discharging into a hopper and pumping or pneumatic conveying equipment such that the loss in slump does not exceed 1 1/2" shall be subject to approval.

- PWM 0.3.4. Depositing - Deposit concrete continuously, or in layers of such thickness that no concrete is deposited on concrete which is hardened sufficiently to cause formation of seams or planes of weakness within the section. Deposit concrete as nearly as practicable in its final position to avoid segregation due to rehandling or flowing.

Depositing of concrete in general shall conform with the applicable detailed recommendation of ACI 304.

- PWM 0.3.5. Consolidation - Perform consolidation in conformance with applicable detailed recommendation of ACI 309.

Consolidate all concrete by internal and external vibrators, spading, rodding or forking so that concrete is thoroughly worked around reinforcement, embedded items and into form corners, eliminating all air or stone pockets which may cause honeycombing, pitting or planes of weakness. Thoroughly consolidate concrete in slabs and floors with vibrating bridge screeds, roller pipe screeds or other acceptable means. Only mechanical vibrators having a minimum frequency 7000 RPM and operated by competent workmen shall be employed.

Over vibration and transporting concrete within the form by vibration will not be allowed.

- PWM 0.4. FINISHING

- PWM0.4.6. Broom - Sidewalk slabs and other slabs so specified shall have a coarse traverse sawed texture obtained by drawing a broom across the surface immediately after floating. Broom direction shall be perpendicular to travel direction.

- PWM 0.5. CURING

Freshly deposited concrete shall be protected from premature drying and excessively hot or cold temperatures and maintained with minimal moisture loss at a relatively constant temperature for the time required for hydration of cement and proper hardening of the concrete.

- PWM 0.5.1. Initial Curing - Immediately following finishing the contractor shall provide methods to keep the concrete continuously moist at least overnight unless otherwise specified by:

A0 Ponding or continuous sprinkling

B0 Absorptive mat or fabric kept continuously wet

C0 Sand or other covering kept continuously wet

D0 Steam vapor mist bath at a temperature not to exceed 150 degrees F.

E0 Curing compounds conforming to ASTM C-309 applied according to manufacturer's recommendations, providing the surface to be cured is not to be bonded to other cementitious materials.

PWM 0.5.2. Duration of Curing - Continue curing until the cumulative number of days, or fraction thereof, not necessarily consecutive, during which the air temperature in contact with the concrete is above 50 degrees F has totaled seven (7) days.

PWM 0.5.3. Cold Weather Curing - Curing shall conform to all applicable detail recommendations in ACI-306. Temperature of concrete shall be maintained between 50 degrees-70 degrees F for the required curing period when the mean daily atmospheric temperature is less than 40 degrees F. Sufficient equipment and materials required to comply with this specification shall be at the site prior to placing concrete.

PWM 0.5.4. Hot Weather Curing - Curing shall conform to all applicable detail recommendations, in ACI-305. As quickly as concrete hardening and finishing will allow, the contractor shall install such protective measures, such as, but not limited to, windbreaks, shading, fog spraying, sprinkling, ponding or wet covering as may be required.

PWM 0.5.5. Protection from Damage - Especially during the curing period and until the work is accepted, the contractor shall protect the concrete from damage by vehicular or mechanical equipment, foreign materials and by rain or by running water.

PWM 0.6. TESTING

Technical services performing routine preliminary testing of materials of proposed mix designs and resulting concrete for compliance with the specifications will be provided by the City, at no expense to the contractor.

PWM 0.6.1. Tests for Changes and Non-Compliance - Testing required because of changes in materials or proportions of the mix requested by the contractor, as well as any extra testing of concrete, field cured cylinder, or materials occasioned by failure to meet specification requirements, shall be at the contractor's expense.

PWM 0.6.2. Testing Provided by the City

- A0 Test contractor's proposed material for compliance.
- B0 Review and check test contractor's proposed mix design.
- C0 Prepare and cure complete set of concrete cylinders, test and report results of 7 and 28 day compressive strength, in accordance with ASTM C-39, for each placement up to 50 cubic yards.
- D0 Determine slump range of concrete as delivered in accordance with ASTM C-143.
- E0 Determine air content of standard weight concrete with either ASTM method.
- F0 Check batching and mixing operations.

**Section 31 25 14.13 – Hydraulically-Applied Erosion Control:
High Performance-Flexible Growth Medium™**

GENERAL

1.01 SUMMARY

- A. This section specifies the hydraulically-applied erosion control product Flexterra® High Performance-Flexible Growth Medium™ (HP-FGM™). Flexterra HP-FGM is a biodegradable material, composed of 100% recycled, Thermally Refined™ virgin wood fibers, crimped biodegradable interlocking fibers derived from regenerated cellulose sourced from sustainably harvested wood, micro-pore granules, naturally derived cross-linked biopolymers and water absorbents. The HP-FGM is patented, made in the US, plastic-free, and phytosanitized to eliminate potential weed seeds and pathogens. Flexterra requires no curing period and upon application forms an intimate bond with the soil surface to create a continuous, porous, absorbent and flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth.

- B. Related Sections: Other Specification Sections, which directly relate to the work of this Section include, but are not limited to the following:

1. *Section 01 57 00 – Temporary Erosion and Sediment Control*
2. *Section 02 24 23 – Chemical Sampling and Analysis of Soils*
3. *Section 31 00 00 – Earthwork*
4. *Section 31 91 00 – Planting Preparation*
5. *Section 32 01 90.16 – Amending Soils*
6. *Section 32 92 00 – Turf and Grasses*

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions. Include required substrate preparation, list of materials and application rate.
- B. Certifications: Manufacturer shall submit a letter of certification that the product meets or exceeds all technical and packaging requirements and is made in the U.S.A.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and products in UV and weather-resistant factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage, weather, excessive temperatures and construction operations.

PRODUCTS

2.01 ACCEPTABLE MANUFACTURER

- A. PROFILE Products LLC
750 Lake Cook Road – Suite 440

Buffalo Grove, IL 60089

International - +1-847-215-1144

United States and Canada – 800-366-1180 (Fax 847-215-0577)

www.profileproducts.com

2.02 MATERIALS

- A. The HP-FGM shall be Flexterra HP-FGM and conform to the following typical property values when uniformly applied at a rate of 3,500 pounds per acre (3,900 kilograms/hectare) under laboratory conditions.

Property	Test Method	Tested Value (English)	Tested Value (SI)
Physical			
Mass/Unit Area	ASTM D6566	≥11.6 oz/yd ²	≥390 g/m ²
Thickness	ASTM D6525 ¹	≥ 0.22 inch	≥ 5.6 mm
Ground Cover	ASTM D6567 ¹	≥ 99%	≥ 99%
Water Holding Capacity	ASTM D7367	≥ 1,700%	≥ 1,700%
Material Color	Observed	Green	Green
Cover Factor ²	ASTM D8298-Type 1	≤ 0.01	≤ 0.01
% Effectiveness ³	ASTM D8298-Type 1	≥ 99%	≥ 99%
Vegetation Establishment	ASTM D7322	≥ 800%	≥ 800%
Functional Longevity ⁴	ASTM D5338	≤ 18 months	≤ 18 months
Cure Time	Observed	0 - 2 hours	0 - 2 hours
Biodegradability	EPA 2021.0	Non-Toxic	Non-Toxic
Certified BioPreferred®	ASTM D5338	Yes	Yes
Biobased Content	ASTM D6866	100%	100%
Elemental Impurity Limits	ASTM D8082	Pass	Pass

1. ASTM test methods developed for Rolled Erosion Control Products and have been modified to accommodate Hydraulically-Applied Erosion Control Products.

2. Cover Factor is calculated as soil loss ratio of treated surface versus an untreated control surface.

3. % Effectiveness = One minus Cover Factor multiplied by 100%.

4. Functional Longevity is the estimated time period, based upon field observations, that a material can be anticipated to provide erosion control and agronomic benefits as influenced by composition, as well as site-specific conditions, including; but not limited to – temperature, moisture, light conditions, soils, biological activity, vegetative establishment and other environmental factors.

5. 48-hour LC₅₀ > 100% - LC₅₀ refers to the percent concentration of a substance in water when 50% percent mortality of an organism is reached. 50% mortality of the tested species (*Daphnia magna*) could not be achieved when subjected to 100% effluent concentration proving the material to be acutely non-toxic.

2.03 COMPOSITION

- A. All components of the HP-FGM shall be pre-packaged by the Manufacturer to assure both material performance and compliance with the following values. Under no circumstances shall field mixing of components be permitted. No chemical additives with the exception of fertilizer, soil neutralizers and biostimulant materials should be added to this product.

1. Thermally Processed* (within a pressurized vessel) Virgin Wood Fibers – 80%
*Heated to a temperature greater than 380 degrees Fahrenheit (193 degrees Celsius) for 5 minutes at a pressure greater than 50 psi (345 kPa)
2. Wetting agents (including high-viscosity colloidal polysaccharides, cross-linked biopolymers, and water absorbents) – 10%
3. Crimped, Biodegradable Interlocking Fibers derived from regenerated cellulose sourced from sustainably harvested wood – 5%
4. Micro-Pore Granules – 5%

2.04 PACKAGING

- A. Bags: Net Weight – 50 lb (22.7 kg), UV and weather-resistant plastic film
Pallets: Weather-proof, stretch-wrapped with UV resistant pallet cover

Pallet Quantity: 40 bags/pallet or 1 ton (909 kg)/pallet

EXECUTION

3.01 SOIL TESTING

- A. Soil Samples shall be taken and sent to a third-party, independent lab for analysis and in compliance with Section 02 24 23 – Chemical Sampling and Analysis of Soils, if applicable.
- B. The tests shall include analysis and interpretation of results.
- C. The soil testing methods used shall be compliant with recognized agronomic testing standards, as outlined in Section 02 24 23, for revegetation of disturbed sites.
- D. Soil Analysis shall include results for:
1. Soil pH
 2. Soluble Salts
 3. Excess Carbonate
 4. Organic Matter
 5. Nutrient readings for:
 - i. Nitrogen, Phosphorus, Potassium

- ii. Magnesium, Calcium, Sodium, Manganese, Sulfur, Zinc, Copper, Iron, Boron
 - 6. Cation Exchange Capacity
 - 7. Percent Base Saturation Sodium
- E. ProGanics® BSM, BioPrime™, JumpStart™, Aqua-pHix™ and NeutralLime™ Dry or other amendments shall be specified according to Section 32 01 90.16 – Amending Soils and applied with the hydroseeding slurry at Manufacturer recommended rates based on soil test results.

3.02 VEGETATION SPECIES SELECTION

Once soils have been analyzed for agronomic potential and amendment recommendations, selection of suitable plant species for achieving sustainable growth and effective erosion control is vital. Seed selection can be performed by a qualified seed supplier, consulting professional and/or regulatory agency. In lieu of this, a warm, extreme warm, or cool season Vegetator® variety mix may be considered. Species selection and establishment shall be compliant with Section 32 92 00 – Turf and Grasses, if applicable.

A. Site and project specific information considered for species selection shall include:

1. Project Location and Planning
 - i. Climate
 - ii. Elevation
 - iii. Aspect
 - iv. Slope/Gradient
 - v. Permanent or Temporary Planting
 - vi. Installation Date(s)
2. Soil Conditions
 - i. Soil Texture
 - ii. Soil pH
 - iii. Toxicities/Deficiencies noted in the previous section.
3. Site Maintenance Requirements
 - i. Mowing
 - ii. Irrigation
 - iii. Animal grazing preference
4. Preferred Vegetation
 - i. Drought Tolerant
 - ii. Native Vegetation
 - iii. Shrub Species
 - iv. Turf Grasses
 - v. Cool Season
 - vi. Warm Season
 - vii. Blend of Cool and Warm Season
 - viii. Legume Species
 - ix. Cover Crops

3.03 SUBSTRATE AND SEEDBED PREPARATION

- A. Examine substrates and conditions where materials will be applied. Apply products to geotechnically stable slopes that have been designed and constructed to divert runoff away from the face of the slope. Do not proceed with installation until satisfactory conditions are established.

- B. Depending upon project sequencing and intended application, prepare seedbed in compliance with other specifications under Section 1.01 B

3.04 INSTALLATION

- A. Strictly comply with equipment manufacturer's installation instructions and recommendations. Use approved hydroseeding machines with fan-type nozzle (50-degree tip). To achieve optimum soil surface coverage, apply HP-FGM from opposing directions to soil surface. Rough surfaces (rocky terrain, cat tracked and ripped soils) may require higher application rates to achieve 100% cover. Slope interruption devices or water diversion techniques are recommended when slope lengths (3H:1V) exceed 100 feet (30 m). Slope interruption intervals may need to be decreased based on steeper slopes or other site conditions. HP-FGM is not recommended for channels or areas with concentrated water flow unless used in conjunction with a rolled erosion control product designed to accommodate the anticipated hydraulic conditions. Unless approved by the Manufacturer, no chemical additives with the exception of fertilizer, soil neutralizers and biostimulant materials should be added to this product.
- B. For Erosion Control and Revegetation: To ensure proper application rates, measure and stake area. For maximum performance, apply HP-FGM in a two-step process*:
1. *Step One: Apply fertilizer with specified prescriptive agronomic formulations and typically 50% of specified seed mix with a small amount of HP-FGM for visual metering. Do not leave seeded surfaces unprotected, especially if precipitation is imminent.*
 2. *Step Two: Mix balance of seed and apply HP-FGM at a rate of 50 lb per 125 gallons (22.7 kg/475 liters) of water over freshly seeded surfaces. Confirm loading rates with equipment manufacturer.*

**Depending upon site conditions HP-FGM may be applied in a one-step process where all components may be mixed together in single tank loads. Consult with Manufacturer for further details.*

Best results and more rapid curing are achieved at temperatures exceeding 60°F (15°C). Curing times may be accelerated in high temperature, low humidity conditions with product applied on dry soils.

- C. Mixing: A mechanically agitated hydroseeding machine is strongly recommended:
1. *Fill 1/3 of mechanically agitated hydroseeder with water. Turn pump on for 15 seconds and purge and pre-wet lines. Turn pump off.*
 2. *Turn agitator on and load low density materials first (i.e. seed).*
 3. *Continue slowly filling tank with water while loading fiber matrix into tank.*
 4. *Consult application and loading charts to determine number of bags to be added for desired area and application rate. Mix at a rate of 50 lb of HP-FGM per 125 gallons (22.7 kg/475 liters).*
 5. *All HP-FGM should be completely loaded before water level reaches 75% of the top of tank.*
 6. *Top off with water and mix until all fiber is fully broken apart and hydrated (minimum of 10 minutes — increase mixing time when applying in cold conditions). This is very important to fully activate the bonding additives and to obtain proper viscosity.*

7. *Add fertilizer and any other remaining amendments.*
 8. *Shut off recirculation valve to minimize potential for air entrainment within the slurry.*
 9. *Slow down agitator and start applying with a 50-degree fan tip nozzle.*
 10. *Spray in opposing directions for maximum soil coverage.*
- D. Application Rates: These application rates are for standard conditions. Application rates may need to be increased to accommodate very rough surfaces.

Slope Gradient / Condition	English	SI
≤ 4H to 1V	2,500 lb/ac	2,800 kg/ha
> 4H to 1V and ≤ 3H to 1V	3,000 lb/ac	3,400 kg/ha
> 3H to 1V and ≤ 2H to 1V	3,500 lb/ac	3,900 kg/h
> 2H to 1V and ≤ 1H to 1V	4,000 lb/ac	4,500 kg/ha
> 1H to 1V	4,500 lb/ac	5,100 kg/ha
Below ECB or TRM	1,500 lb/ac	1,700 kg/ha
As infill for TRM*	3,500 lb/ac	3,900 kg/ha

*Use only approved and tested Futerra® Turf Reinforcement Mats (TRMs) to create the GreenArmor™ System

For additional details including mixing ratios/loading rates for specific machine sizes and visual keys for proper application, please consult Profile® Application Guide for HP-FGM™ and ET-FGM™.

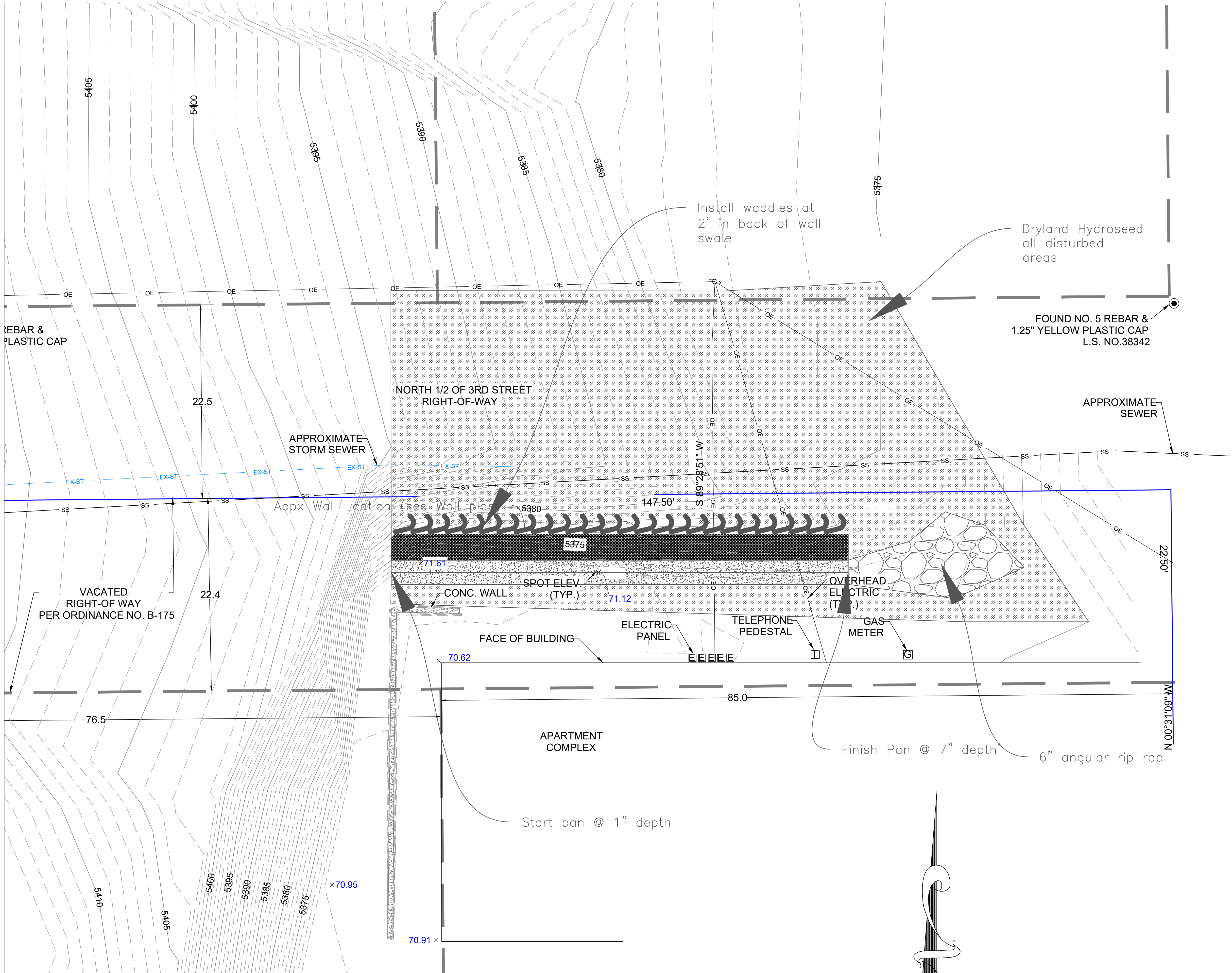
3.05 CLEANING AND PROTECTION

- A. Always flush residual slurry from hydraulic seeding/mulching equipment immediately following each application, at the end of each work period or when equipment will be left unattended. Compounds containing residual Urea, Nitrogen, Phosphorus, Potassium and other substances may form and can be hazardous to human health and equipment.
- B. Clean spills promptly. Advise owner of methods for protection of treated areas. Do not allow treated areas to be trafficked or subjected to grazing.

3.06 INSPECTION AND MAINTENANCE

- A. All inspections and maintenance recommendations shall be conducted by qualified professionals consistent with the owner, engineer/specifier and regulatory entity(ies) expectations.
- B. Initial inspections shall insure installations are in accordance with the project plans and specifications with material quantities and activities fully documented. Refer to Section 32 92 00 – Turf and Grasses for any additional details.
- C. Subsequent inspections shall be conducted at pre-determined time intervals and corrective maintenance activities directed after each significant precipitation or other potentially damaging weather or site event.

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General Notes

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

Project	Sheet
Date 6/16/23	01
Scale As Noted	

			Engineer's Estimate		Martinez Western	
	unit	Qty	Unit Cost	Cost	Unit Cost	Cost
Mobilization	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 8,500.00	\$ 8,500.00
Block Wall	sf	678	\$ 200.00	\$ 135,600.00	\$ 118.00	\$ 80,004.00
Concrete Valley Pan	lf	82	\$ 185.00	\$ 15,170.00	\$ 90.00	\$ 7,380.00
Rip Rap	SF	125	\$ 7.00	\$ 875.00	\$ 25.00	\$ 3,125.00
Hydro-seed	SF	2200	\$ 0.85	\$ 1,870.00	\$ 1.20	\$ 2,640.00
Erosion Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 3,100.00	\$ 3,100.00
Contingency 25%	LS	1	\$ 57,967.50	\$ 57,967.50	\$ 26,562.25	\$ 26,562.25
				\$ 283,982.50		\$ 132,811.25



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Martinez Western Constructors	

2.	Vendor Address
	409 County Road 265 Rifle, CO 81650

3.	For the Purchase of (description)
	Construction Services for the Park Hill Retaining Wall

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$132,811.25	\$300,000	

5.	Dept. Name	General Ledger Acct #
	50%SIF/50%Wastewater	201-4312-400-641/320-4325-400-430

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

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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



Agenda Item #9.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:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Work Report to City Manager
07/28/2023

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. Report to City Manager 07.28.2023

WORK REPORT TO CITY MANAGER

07.28.2023

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Posted information regarding an Xcel scheduled power outage and upcoming construction projects.
- Posted a thank you to our street crews who have SO FAR laid over 150 tons of asphalt and 80 yards of concrete. This is all done BY HAND with shovels and rakes in wickedly hot weather. Kudos to our staff!
- Press release regarding the August 7th Community Meeting addressing the tax increase ballot initiative.
- We posted flyers regarding the community meeting and a list of frequently asked questions regarding the proposed tax initiative. We will repost as the August 7th date gets closer.
- Published preliminary information regarding the upcoming HA5 work. Thanks to Craig Spaulding for putting this together.
- Posted information regarding running for City Council vacancies.

COURT

- Handled 36 adult cases on July 19 court day.
- Held 05 telephone hearings with inmates in custody.
- We received an additional DOLA grant to assist us with funding court appointed attorneys.

PUBLIC WORKS

Projects

- CAD renderings and development of specifications of the City of Rifle Specifications Manual
- Planning and evaluation of software solutions for Asset Management
- Planning and contract preparation for Demolition of Grand Mesa Water Treatment Plant
- 2024 Department Budget Planning

Fleet

- Normal fleet maintenance operations.
- Receiving two new Mavericks this week: Thursday, July 27 delivery
- Working with Enterprise Fleet Management in budget planning for 2024 Fleet Budget planning
- Repair and maintenance of pin and bushing connections on 2013 John Deere 60D mini excavator – gathering proposals.

Operations & Maintenance

- Point street failure maintenance and asphalt patching
- Installing cross pan to improve storm drainage flows at E. 6th and Munro Ave.
- Large patch on E. 16th Street
- Repair to washout on W. 3rd Street

Two weeks Look-ahead

- Speed limit sign implementation.
- Completion of package for demolition of Graham Mesa WTP.

ENGINEERING

Project Status Summary

Project	Status Update	Scope	Bid	Construction Time	Cost Estimate
River bridge Overlay	Proposal from SGM is incoming this week, there will be a full CDOT review process so timeline and budget will be planned accordingly	Bridge Joints and Overlay	TBD	Fall '24	TBD
Airport Water Tank	The tank is complete and inspected, coating is starting in 1 week and final completion of both tanks is expected in October	New .5MG Water Tank and Rehabilitation of Existing Water Tank	Closed	2023	\$3.8M
Gateway Intersection	Still awaiting CDOT review at which point the bid will be posted,	Improve Traffic and Pedestrian Safety at the Intersection of Centennial and Whiteriver	June '23	Fall '23-Spring '24	\$3.5M
Park and Ride	Draft agreements are complete, currently utilities and permitting are being completed	New Park and Ride with extension of streets and utilities	Fall '23	Spring '24	\$4M
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	Design is nearing completion	Replace and Rehabilitate Sewer line, New Waterline, Rebuild Streets and add Sidewalk	Spring '24	2024	\$1.2M
Paradise Island	Easement documents drafted	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	Beginning next week	Repair Waterline and add Restraints	Closed	Summer '23	\$150k

Railroad Avenue 5th Street to 9th Street	CDOT delay with intersection review is making 2024 timeline uncertain	Rehab Sewer line, Replace Waterline, Rebuild Street and Sidewalk	Spring '24	Summer '24	\$2.5M
Railroad Avenue and 5th Street Intersection	Beginning after fair	New Signal, Sidewalks and Landscaping	Closed	Aug-October	\$600k
2023 Street Improvements	Beginning August	Prefontaine, 16th St, 7th St, Wapiti and Airport Road	May -23	Summer '23	
2023 Crack Sealing	Parking lots ongoing, high traffic streets will be performed at night	16th St, 7th St, Airport Road, and Parks Parking Lots	Awarded	June	\$75k
2023 HA5	Beginning end of July and first week of August	Deerfield Subdivision and Highlands East	Closed	July	\$200k
Park Avenue Extension	No further progress, land purchase	Bridge and Connection to Centennial Parkways	TBD	TBD	\$2M
Intersection of Park Avenue and Third Street	Plan to incorporate into 2024 Street Repairs	Sidewalk, Waterline, Street Rebuild	TBD	TBD	\$750k
Stormwater SEP	Public notice complete, RFP to be issued next week	Study and Improvements of Stormwater	TBD	TBD	TBD
Alley Maintenance	Will be planned for fall	Grading and Mag Chloride	Spring '23	Summer '23	\$50k
Park Hill Retaining Wall	Bids received 7/14/23, Award at August 2 nd Council	Retaining wall fixing ROW and private issue	May '23	Summer '23	\$250k

Financials

For the Street Improvement Fund:

- Professional Services for storm water compliance currently includes mapping software and consultation, inspection software and Public Works Manual Updates
 - This consists of an estimated \$36,650.00 which is \$33,350.00 under budget
- Minor Projects includes Crack Seal, HA5, Chip Seal, Alley Maintenance, and Street Repairs
 - Due to contractor availability, no chip seal bids were received so the minor projects line is in much better shape than projected for 2023 but the chip seal is recommended to go back out to bid for 2024
 - This places minor projects a projected \$165,000 over budget
- Traffic Signals includes replacement of the 5th Street Signal is over budget by approximately \$200k if the URA is used as a supplement
- Major Projects Include Designs of Streets
 - All of this work was awarded in 2022, contracts include construction management which will take place in later years so Major Projects are projected to be \$280,000 below budget
- Capital Projects are the Whiteriver and Centennial intersection and Park and Ride.
 - The Intersection is anticipated to be below the budgeted amount

- The Park and Ride is likely not going to have an executed IGA between CDOT and the City soon enough to begin in 2023 meaning its costs will be incurred in 2024

Only because of projects rolling over into 2024 and later years, the Street Fund is anticipated to be under the budgeted amount pending the bid for the gateway intersection.

Administration

- **ROW permits and process**-The new software is almost ready to go into a test trial and is on track for going live by September
- **GIS** -Stormwater maps have been updated internally and are being uploaded to the new collection platform at which time staff will be able to survey new information and update old in the field
- **PWM and Eng. Standards**-Changes to the Public Works Manual will likely be issued as an additional supplement to the document in August to incorporate some CDPHE changes
- **2024 budget**-Projects have been determined and the budget will be drafted next week.

ADMINISTRATION

- The Collection and Distribution team repaired the 4th Street alley sewer issue. Fifty feet of clay pipe was replaced. Much of the pipe was obstructed by roots, sections were “uphill”, and portions were not aligned.



Agenda Item #9.b.

Agenda Item Name:

Second Quarter Report - Journey Home Animal Shelter

Presenter:

Tommy Klein, City Manager

Item Description:

Second Quarter Report for the Journey Home Animal Shelter

Recommended Action:

None

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Council requested additional information on the Journey Home Animal Shelter.

Executive Summary:

Council requested additional information on the Journey Home Animal Shelter. Director Heather Grant provides quality updates for Council.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Second Quarter Report - Journey Home

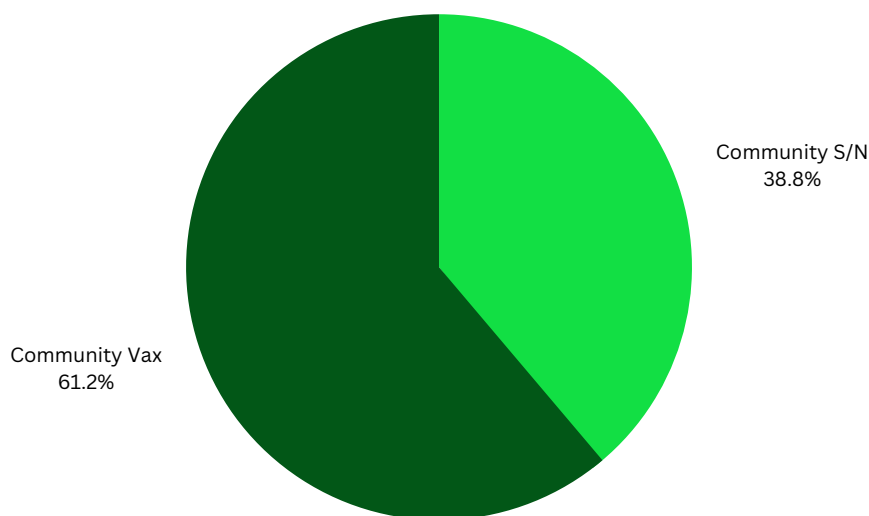
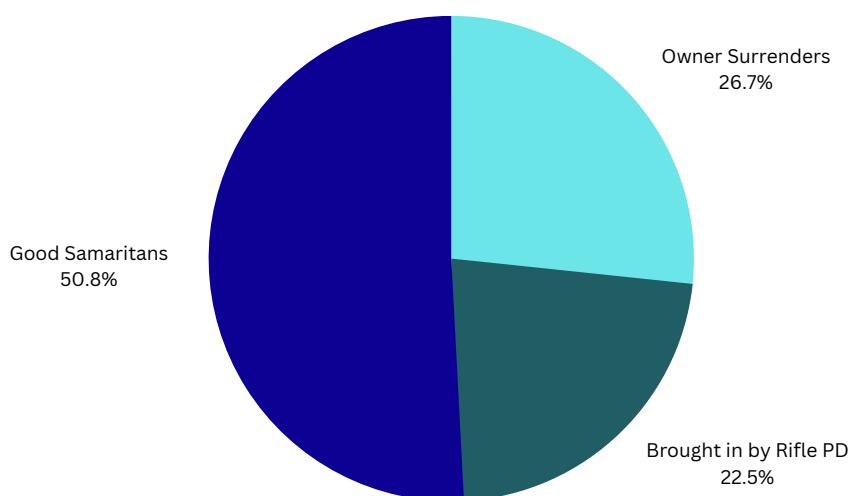


TOTALS OF ALL ANIMALS INTAKE 2ND QUARTER

APR | MAY | JUNE

AT A GLANCE

- 32 Owner surrenders from Rifle
- 27 Strays brought in by Rifle PD
- 61 Strays brought in by Community Members
- 36 Strays returned to Owner
- 52 Animals became property of JHACC
- 1 Animal required external medical care
- 4 Animals required moderate behavior training
- 1 Animal required severe behavior training



- **Spayed/Neutered 250 Community Owned Animals**
- **Vaccinated 394 Community owned Animals**