



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

August 16, 2023
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Discuss Proposition 123

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 Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services
 - 5.b. Consider 6th Amendment to Rifle Heights Subdivision Improvement Agreement - Whiteriver Avenue Fees Extension
6. **Action, if any, on Workshop Items**
7. **Presentation**
 - 7.a. Swearing In Officer Ariel Herrera
8. **Public Hearing**
 - 8.a. Consider Annexation Request for Highway 6 and Swallow Lane Commercial Project
 - 8.a.i. Ordinance No. 18 Series of 2023 - Annexation - 1st Reading
 - 8.a.ii. Ordinance No. 19 Series of 2023 - Zoning - 1st Reading
 - 8.a.iii. Resolution No. 23 Series of 2023 - Annexation Findings

8.a.iv. Resolution No. 24 Series of 2023 - Annexation Plan

8.a.v. Highway 6 and Swallow Lane Annexation Agreement

9. Regular Agenda

9.a. Consider Proposal from Browns Hill Engineering & Controls for Virtual SCADA

9.b. Consider Ordinance No. 17, Series of 2023 - Street Sales Tax Ballot Question - 1st Reading

10. Administrative Reports

10.a. Report to City Manager

11. Comments from Mayor and Council

12. Adjournment



Agenda Item #a.

Agenda Item Name:

Discuss Proposition 123

Presenter:

Patrick Waller, Planning Director

Item Description:

Workshop Discussion

Recommended Action:

None

Fiscal Impact:

Proposition 123 Funds will be used to support affordable housing projects in the City.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Colorado voters approved Proposition 123 in 2022 which dedicates tax revenue specifically for the development of affordable housing. While final amounts are not certain it is estimated that for the 2023-2024 fiscal year, approximately \$290 million will be set aside for housing. The program will be administered at the state level by the Department of Local Affairs and the Governor's Office of Economic Development and International Trade. Local governments are eligible to receive funding subject to setting an increase in the affordable housing baseline.

Executive Summary:

See Staff Memo

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Proposition 123



MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, AICP, Planning Director
Date: August 16, 2023
Subject: Proposition 123 Funding

BACKGROUND

Colorado voters approved Proposition 123 in 2022 that dedicates tax revenue specifically for the development of affordable housing. While final amounts are not certain it is estimated that for the 2023-2024 fiscal year approximately \$290 million will be set aside for housing. The program will be administered at the state level by the Department of Local Affairs and the Governor's Office of Economic Development and International Trade. Local governments are eligible to receive funding subject to setting an increase in the affordable housing baseline.

STAFF DISCUSSION

Funding Eligibility

To unlock eligibility for funding a municipality is required to commit to providing a certain amount of affordable housing based on a variety of calculations provided by the State of Colorado. Based on state calculations, the City of Rifle would likely need to commit to the development of 65 affordable housing units over a three year period.

Consequences for Not Hitting Affordable Housing Numbers

While the City will have to formally commit to achieving the affordable housing number,s the State has made it clear that there will be no requirement to refund any grant money that was received as part of the Proposition 123 funding. The main consequence for local governments that do not meet identified housing numbers is that the jurisdiction would become ineligible for funding originating from the State Affordable Housing fund for one year.

For example, if the City of Rifle did not increase the affordable housing stock of the City by the identified number of units, within 3-years we would not be eligible for funding originating from the State Affordable Housing fund for 2027. However, we would become eligible again in 2028 and 2029 if a new commitment was submitted within the correct time frame.

Funding Not Limited to City of Rifle

The City of Rifle must commit to the overall number of affordable units, however not all projects need to be completed with the City. For example, if Habitat for Humanity wanted to move forward with a project within the City of Rifle, they would only be eligible for Proposition 123 funds if the City had committed to the increase in overall affordable housing units. They would not be eligible for funding if there was no commitment from the City.



Agenda Item #5.a.

Agenda Item Name:

Consider Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services

Recommended Action:

I move to approve the Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Attached is a proposed Intergovernmental Agreement (IGA) for Election Services between the City of Rifle and the Garfield County Clerk and Recorder.

The City will pay the County Clerk and Recorder to provide election services for the November 7, 2023 coordinated election.

Staff has reviewed the IGA and recommends approval.

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 2023 Coordinated Election IGA - GARFIELD

**INTERGOVERNMENTAL AGREEMENT CONCERNING ELECTION SERVICES FOR THE
NOVEMBER 7, 2023 COORDINATED ELECTION**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) is made effective this ____ day of _____, 20__, between the Garfield County Clerk and Recorder (“**Clerk**”) and _____ (“**Political Subdivision**”):

The Political Subdivision desires to conduct an election pursuant to its statutory authority (“**Election**”), The election will occur on November 7, 2023.

An agreement concerning the preparation, conduct and estimated cost of a coordinated election is required. This agreement will be signed no later than seventy (70) days prior to the scheduled election, August 29, 2023. C.R.S. §1-7-116(2)

The Clerk has designated Rachel Weishaar, Election Supervisor, whose contact information is (970) 384-3700 x 1770, rweishaar@garfield-county.com, as the “Contact Officer” to act as the primary liaison between the Clerk and the Political Subdivision for the purposes of the Election. The Contact Officer shall act under the authority of the Clerk.

The Political Subdivision has designated _____ whose phone number is _____ whose email is _____ as its Designated Election Official (“**DEO**”). The DEO shall act as the primary liaison between the Political Subdivision and the Clerk. C.R.S. §1-1-104(8)

If the Political Subdivision encompasses territory within other counties, this Agreement shall apply only to that portion of the Political Subdivision within Garfield County.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

I. Duties of the Clerk

The Clerk agrees to act as the Coordinated Election Official for the conduct of the Election for the Political Subdivision and perform the election duties of 2023 Coordinated Election, in compliance with the Uniform Election Code of 1992, Colorado Title 1 and the Colorado Secretary of State Election Rules:

A. Preparation for the Election

1. Provide a **Calendar of Election’s Events, Appendix A**, the dates in red are key dates of response due to the Clerk’s office.
2. Provide the Political Subdivision with an Address Library listing the street addresses located within the boundaries of the Political Subdivision according to the Clerk’s voter registration system. If the Political Subdivision encompasses the entire county, an Address Library listing will not be sent for verification.
3. Guide the Political Subdivision in preparation for the 2023 Coordinated Election. The Clerk shall not provide legal advice.
4. The Clerk will manage all voter registration records and correspondence in accordance with Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules.
5. Provide, no later than twenty (20) days before the Election, notice by publication for the 2023 Coordinated Election conducted as a Mail Ballot Election with in-person options for voting at Voter Service & Polling Centers. **October 12th, 2023 – Citizen Telegram** C.R.S. §1-5-205(1), C.R.S. §1-5-205(1.4)
6. Conduct all required acceptance tests, hardware diagnostic testing and logic and accuracy audits of the Garfield County Clear Ballot voting system prior to and after the Election. C.R.S. §1-7-509(1)

7. Establish backup procedures and a backup site for the counting of the Election, should the counting equipment or location become unavailable during the count.
8. The Clerk shall negotiate an agreement for the printing of the official ballots.
9. After receipt from the Political Subdivision of the certified ballot content (per Section II.A.8 of this Agreement), the Clerk shall provide a copy of the ballot layout to the Political Subdivision before the printing of all ballots.

B. Conduct of the Election

1. 2023 Coordinated Election ballots will be mailed to all eligible active voters beginning October 17th through October 20th; then daily after that through Monday, October 30th.
2. The Clerk shall determine the number of Voter Service & Polling Centers and the location. All Voter Service & Polling Centers will be accessible to electors with disabilities. Voter Service & Polling Centers and ballot drop off locations for the election are published on the Garfield County Clerk & Recorder website at: www.garfield-county.com. C.R.S. §1-5-101, C.R.S. §1-5-102.9, C.R.S. §1-5-703
3. Provide for the security and processing of all mail-in ballots. Provide for the verification of signatures on the self-affirmation section on the return envelopes. C.R.S. §1-7.5-107.2, C.R.S. §1-7.5-107.3, C.R.S. §1-7.5-107.5
4. Facilitate special accommodations for all registered military and overseas citizens as provided by the Uniform Military and Overseas Voter Act Section 8.3 of Title 1 of the Colorado Revised Statutes.
5. Provide provisional ballots to electors who qualify. Provide information to the provisional voter to inquire if their provisional ballot counted. C.R.S. §1-8.5-101, C.R.S., C.R.S. §1-8.5-104(6)
6. Provide a multilingual ballot if requested by a voter who appears in person at a Voter Service and Polling Center during early voting or on election day. C.R.S. §1-5-905 and §1-5-907.
7. Provide properly trained Election judges for the conduct of the 2023 Coordinated Election.
8. Adhere to security requirements pursuant to Election Rule 20, in compliance with Colorado Secretary of State guidelines.
9. Preserve all 2023 Coordinated Election records for at least twenty-five months after the election. C.R.S. §1-7-802.
10. Conduct a recount of any contest where the final ballot tabulation results require a recount or if a recount is requested by an interested party. Section 10.5 of Title 1 of the Colorado Revised Statutes
11. Conduct Logic and Accuracy Test, Risk Limiting Audit and a Canvass. C.R.S. § 1-10-101, *et seq.*, C.R.S. § 1-10-201, *et seq.*, Secretary of State Election Rules.
12. Provide, maintain, and operate the Garfield County's ballot marking devices and vote-counting equipment.
13. The Clerk shall work with the Political Subdivision to make sure that eligible Property Owners are notified of an election in their district and instructed on how they can apply for a mail ballot. C.R.S. §32-1-806, C.R.S. §1-5-304, C.R.S. §1-7-104

C. Election Costs

1. The Clerk shall submit to the Political Subdivision an invoice for all expenses incurred under this Agreement within sixty (60) days of the election, no later than January 6th, 2024.
2. Keep an accurate account of all Election costs including, but not limited to, supplies, printing costs, legal notices, labor, postage, and other expenses attributable to the Clerk's administration of the Election for the Political Subdivision.
3. Charge the Political Subdivision for its portion of the costs of the Election incurred by the Clerk for that Political Subdivision up to and including the date of cancellation of the Election or any additional costs related to removing the Political Subdivision from ballot programming or publications.
4. The cost of any recount(s) requested by the Political Subdivision will be charged to the Political Subdivision, or if more than one Political Subdivision is involved in the recount, the cost will be prorated among the participating Political Subdivision.
5. The minimum fee for election services is \$500.00.

D. TABOR Notice

1. Assemble the TABOR Notice, if relevant. Article X Section 20, Section 20 (3)(b) and 1-1-106(5) C.R.S. of the Colorado Constitution, Secretary of State Election Rules
2. Charge the Political Subdivision for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses shall be prorated among all Political Subdivisions participating in the TABOR notice.
3. The Clerk shall mail to "All Registered Voters" at each address where one or more active registered voters of the Political Subdivision reside who may be affected by certain TABOR ballot issues. The TABOR notice will be mailed by **October 6th, 2023** not less than thirty days prior to the election. Nothing herein shall preclude the Clerk from sending the TABOR Notice of the Political Subdivision to persons other than electors of the Political Subdivision if such sending arises from the Clerk's efforts to mail the TABOR Notice at least cost.

II. Duties of the Political Subdivision

The Political Subdivision shall perform the following duties in connection with the Election:

A. Preparation for the Election

1. Provide the Clerk with an executed INTERGOVERNMENTAL AGREEMENT (IGA) and comply with the terms and conditions. **70 days prior, Tuesday August 29, 2023, by 3:00 p.m. MST Please submit sooner if possible.**
2. Political Subdivision must verify and certify that all address ranges in the Political Subdivision are accurate and complete, note any changes or inaccuracies to Rachel Weishaar, rweishaar@garfield-county.com, with completed **Address Library Verification, Appendix B** to the Clerk **70 days prior, Tuesday August 29th, 2023, by 3:00 p.m. MST Please submit sooner if possible.** If the certification is not provided by the date specified herein, the Clerk cannot guarantee accurate ballot styles nor be responsible for additional charges associated with address library errors resulting in incorrect ballot styles. If the Political Subdivision encompasses the entire county verification of the address library file is not required. 1-7-116(2) C.R.S.

3. Post and/or publish any other legal notices required pursuant to relevant provisions of the Uniform Election Code of 1992 (C.R.S. Articles 1-13 of Title 1) or the Colorado Municipal Code of 1965, §31-10-101, *et seq.*, C.R.S., or Title 32, as amended, except as otherwise stated by this agreement.
4. If required, request the Property Owner's list from the Garfield County Assessor's office to prepare the list of eligible property owners for this election. Provide the clerk with the list of eligible property owners who are classified on the Secretary of State's voter registration records as UOCAVA voters no later than September 18, 2023. Provide a list of eligible property owners to the Clerk by September 25, 2023. A supplemental list should be requested from the Garfield County Assessor's office 30 days before the election, by October 10, 2023, and will contain any names that have been made eligible and are eligible for a property owner's ballot since the previous list. This list will be provided to the Clerk by October 16, 2023.
5. Provide a certified copy of the ballot content, **in English and translated to Spanish, (Certification of Spanish Translation, Appendix D)**, submitted as an email attachment to eplayce@garfield-county.com, in the format requested below, at the earliest possible time and in any event no later than sixty (60) days before the election. **September 8, 2023, at 3:00 p.m. MST. Please submit sooner if possible.**
6. It is the Political Subdivision responsibility to gather all necessary petitions and verify the information.
7. Ballot content (candidates, issues, and questions) to be exactly in the order in which it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues and/or ballot questions shall be final, and the Clerk will not be responsible for making any changes after the certification. C.R.S. §1-5-203(3)(a)
 - Candidates/ ballot issues and/or ballot questions must be submitted electronically in Microsoft Word format and on the Certification Forms (**Template Appendix C1, C2, C3**).
 - Certified content for ballot issues and/or ballot questions should be no longer than 200 words. Bullets are allowed but no sub bullets.
 - If certifying a ballot title with the question(s), please limit the title to seven words or less.
 - Provide audio pronunciation of all candidate's names, electronically, in a wave file with certification.
 - Contact **Edna Place at 970-384-3700 x 1804**, eplayce@garfield-county.com with any questions about submission format.
8. The Political Subdivision must proofread and approve the ballot content for printing preferably the same day of receipt from the Clerk. The Political Subdivision shall provide an e-mail address and designate a person to be available for proofing and approving ballot content for printing and audio files of pronunciation of candidates' names. Due to limited printing availability and time constraints, the Political Subdivision must provide contact information of the person who will be responsible for the final proofing and approval of the ballot, they must be available from 8:00 a.m. to 5:00 p.m. from **September 11 until September 14, 2023**. If no one representing the Political Subdivision is available and the printing timeline requires it, the ballot will go to print without Political Subdivision's approval.
9. May provide person(s) to participate in ballot counting, recount and testing/auditing of voting equipment used in the Election. The Political Subdivision personnel may participate in various boards with personnel from the Clerk's office to ensure Political Subdivision participation in each of the electronic vote tabulating procedures that shall be used.
10. May assign a representative to witness the canvass board's certification of the election. The canvass board and logic and accuracy board will be made up by representatives appointed by each major political party.

11. Notify the Clerk if Political Subdivision is a municipality which has provided by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 with respect to the Election. A copy of said ordinance or resolution of ballot content will be provided to the Clerk, with **Appendix C1**.
12. Notify the clerk in the event that the Political Subdivision decides not to participate in the Election prior to the submission of ballot certification. After ballot certification day, the Political Subdivision which withdraws from participating in the election shall be liable for accrued election costs. The Political Subdivision shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the Code) and, if the Political Subdivision is a special district, in the office of the Division of Local Government. The Political Subdivision shall not cancel the election after the twenty-fifth day prior to the election, **October 13, 2023**. C.R.S. §1-5-208(2).

B. TABOR Notice

1. Collect and compile the TABOR Notice content in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules. Article X Section 20 (3)(b)(v), C.R.S. §1-7-901, *et seq.*
2. Transmit via email to Rachel Weishaar, all text: ballot title, text fiscal history, pros, and cons summaries, for the TABOR Notice to the Clerk no later than **September 25, 2023**, 43 days before the day of the election. The Political Subdivision shall be solely responsible for the accuracy of the information contained in the TABOR notice. C.R.S. §1-7-904.
3. Be responsible for the additional costs associated with such TABOR Notice if notice is required on behalf of the Political Subdivision. (See also Section I.D.2 of this Agreement).

III. Election Costs

The minimum fee for election services is \$500.00.

1. The Political Subdivision acknowledges it has sufficient funds available in its approved budget to pay its prorated Election expenses.
2. Proportional share of costs is based on County expenditures relative to the Election, the number of electors per entity receiving ballots and/or space used on the ballot.
3. If it is determined that counting must be moved to an established backup site, all related costs shall be paid by the Political Subdivision (shared with any other Political Subdivision whose ballots are being counted during the Election in the timeframe using the backup procedures and site).
4. Upon receipt of the invoice, pay to the Clerk within thirty days the prorated fee. Contact Officer, Rachel Weishaar, may be asked for an estimated cost of participating in this election.
5. Political Subdivision will be responsible for any additional or unique election costs resulting from Political Subdivision delays and/or special preparations or cancellations relating to the Political Subdivision's participation in the Election.

IV. Miscellaneous

1. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges and/or immunities to the parties or of which their officers or employees may possess, except as expressly stated in this Agreement.
2. **Time is of the essence under this Agreement.** The statutory time frames or requirements of the Statutes, TABOR requirements found in the Constitution, and the Election Rules shall apply to the completion of any duties or tasks required under this Agreement. Failure to comply with the terms of this Agreement, statutory requirements, or Secretary of State Rules may result in consequences up to and including termination of this Agreement. **Calendar of Election Events, Appendix A.**
4. The Clerk may enter into other substantially similar agreements with other Political Subdivisions for the conduct of other elections simultaneously.
5. Venue for any dispute hereunder shall be in the District Court of Garfield County, Colorado.
6. Allocation of Cost of the Election is at the Clerk's determination and shall be final.
7. The County and its employees, agents, representatives, or other persons acting under the direction or control of the County shall carry out the obligations under this agreement.
8. Notices. Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax/email was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To Clerk: Garfield County Clerk & Recorder

Drop Off: 109 8th St., Suite 200 Glenwood Springs, CO 81601

Mail: same as above

Fax: 970-947-1078

Email: rweishaar@garfield-county.com

To Political Subdivision _____

Drop Off Location: _____

Mailing Address: _____

Fax: _____

Email: _____

9. The term of this IGA shall continue until all statutory requirements concerning the conduct of the Election and the creation, printing, and distribution of the 2023 Coordinated Election Mail Ballots and TABOR Notice, if needed, are fulfilled.

10. In any event that any provision in this IGA conflicts with the Code or other statute, this IGA shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the Clerk or the Political Subdivision hereunder without the consent of the other party to this Agreement.
11. The Parties hereto understand and agree that the County, it's commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the CGIA), §24-10-101 to 120, C.R.S., or otherwise available to the County or the Political Subdivision: To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the County and the Political Subdivision agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

GARFIELD COUNTY CLERK AND RECORDER

Date: _____

Jacklyn K. Harmon

NAME OF POLITICAL SUBDIVISION:

Date: _____

By: _____

Printed Name and Title of Authorized Representative



Agenda Item #5.b.

Agenda Item Name:

Consider 6th Amendment to Rifle Heights Subdivision Improvement Agreement - Whiteriver Avenue Fees Extension

Presenter:

Patrick Waller, Planning Director

Item Description:

Extension Request for Rifle Heights SIA

Recommended Action:

Move to approve Rifle Heights SIA 6th Amendment to extend the payback period for Whiteriver Avenue Fees

Fiscal Impact:

The developer owes \$31,596.96 to the City of Rifle for Whiteriver Avenue Improvement Fees. This extension allows the developer to payback the fees subject to previous agreements.

Operational Impact:

N/A

Prior Board Motions:

Council has previously extended or changed the Whiteriver Avenue fee structure five times.

Background Information:

As part of the original development agreement (completed in 2008), the Rifle Heights developer was required to pay \$159,101.70 for the improvement of Whiteriver Avenue (the improvements have previously taken place). The first amendment of the agreement, allowed the developer to extend the time to pay the fees and the City required that 4% interest be charged on the total payment. The third extension allowed the developer to pay off the Whiteriver fees in \$5,000 increments whenever a lot was transferred and removed the 4% interest on the total payment requirement. This is the current structure of the fee payback in place.

Executive Summary:

The original subdivision improvement agreement with the developer of Rifle Heights required the developer to pay \$159,101.70 for the improvement of Whiteriver Avenue. A portion of this payment is received by the City every time that a property is transferred from the original developer to a new property owner. Currently, the City requires payment of \$5747.37 (escalates 1% annually) for the fee. The outstanding balance is \$31,596.96.

The developer is requesting an extension of three additional years to pay back the fee.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. 20230816-SIA-6th Amendment

**SIXTH AMENDMENT TO
SITE SPECIFIC DEVELOPMENT PLAN AND
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR RIFLE HEIGHTS SUBDIVISION**

PHASE 1

THIS AGREEMENT is made this 16th day of August, 2023, by and between the CITY OF RIFLE, COLORADO, a Colorado municipal corporation whose address is P.O. Box 1908, Rifle, Colorado 81650 (hereinafter the “City” or “Rifle”), RH HOLDING CO., LLC, a Colorado limited liability company whose address is 5282 Red Pass Way, Castle Rock, Colorado 80108, and RH VENTURES, LLC a Colorado limited liability company whose address is 5282 Red Pass Way, Castle Rock, Colorado 80108 (hereinafter collectively “Developer”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as Rifle Heights Subdivision and described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, by Annexation Agreement dated August 27, 2007 and recorded as Reception No. 732100 in the Office of the Garfield County Clerk and Recorder (the “Annexation Agreement”), the City and Developer’s predecessor in interest Rifle Heights Land Company, LLC (“RHLC”) established certain terms and conditions for the annexation and development of the Property; and

WHEREAS, the City and RHLC subsequently entered into a Site Specific Development Plan and Subdivision Improvements Agreement for Phase 1 of the Property dated January 15, 2008, which Agreement is recorded in the Office of the Garfield County Clerk and Recorder at Reception No. 743334 (hereinafter the “Phase 1 SIA”); and

WHEREAS, the Final Plat for Phase 1 was recorded with the Garfield County Clerk and Recorder on February 21, 2008; and

WHEREAS, Paragraph 5 of the Annexation Agreement and Paragraph 4 of the Phase 1 SIA required RHLC to remit to the City \$159,101.70 for the construction of a portion of Whiteriver Avenue fronting the Property to City standards (the “Whiteriver Avenue Costs”) within eighteen (18) months of the recording of the Phase 1 Final Plat (which was August 21, 2009); and

WHEREAS, the City subsequently granted RHLC five extensions for payment of the Whiteriver Avenue Costs, most recently by approval of the Fifth Amendment to Site Specific Development Plan and Subdivision Improvements Agreement For Rifle Heights Subdivision recorded with the Garfield County Clerk and Recorder’s Office as Reception No. 946712 (the “Fifth Amendment”) that requires the payment of the Whiteriver Avenue Costs by September 1, 2023; and

WHEREAS, Developer has requested an extension of the deadline to pay the Whiteriver Avenue Costs.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Payment of Whiteriver Avenue Costs. The City agrees to amend Section 2.d. of the Fourth Amendment to read as follows, with all remaining provisions of the Fourth Amendment remaining in full force and effect:

d. Notwithstanding the payment terms addressed in subsections a. through c. above, any and all remaining Whiteriver Avenue Costs shall become due and payable in full as of September 1, ~~2023~~ 2026.

3. Ratification. Except as expressly modified herein, the parties ratify and affirm the Phase 1 SIA, Second Amendment, Third Amendment, and Fourth Amendment thereto.

4. Recordation. This Agreement shall be recorded in the records of the Garfield County Clerk and Recorder.

WHEREFORE, the parties hereto have executed this Second Amendment on the day and year first written above.

CITY OF RIFLE, COLORADO

By: _____
City Manager

ATTEST:

Clerk

RH HOLDING CO., LLC

By: _____
Name: _____
Title: _____

RH VENTURES, LLC

By: _____
Name: _____
Title: _____

[illegible]

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2023,
by _____ as _____ of RH Holding Co., LLC.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

[illegible]

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2023,
by _____ as _____ of RH Ventures, LLC.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

Exhibit A
Rifle Heights Subdivision, Phase 1
Legal Description

A PARCEL OF LAND SITUATE IN THE SW1/4NE1/4 SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 9, A 3 1/2" ALUMINUM CAP LS NO. 19598 IN PLACE; THENCE N45°47'16"E 1849.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID SW1/4NE1/4 AND THE WESTERLY LINE OF ARABIAN HEIGHTS FILING NO. 2 AND THE SOUTHERLY RIGHT-OF-WAY OF 16TH STREET THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY LINE S00°39'57"E 1212.87 FEET; THENCE DEPARTING SAID EASTERLY LINE S89°19'23"W 42.39 FEET; THENCE S00°40'37"E 32.23 FEET TO A POINT ON THE NORTHERLY LINE OF THE SCALZO ADDITION; THENCE S89°12'11"W ALONG SAID NORTHERLY LINE A DISTANCE OF 970.18 FEET; THENCE DEPARTING SAID NORTHERLY LINE S00°44'46"E 28.00 FEET; THENCE S89°35'13"W 6.64 FEET; THENCE N00°15'06"E 32.53 FEET THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AN ARC LENGTH OF 83.56 FEET (THE CHORD OF WHICH BEARS N13°55'52"E 82.77 FEET; THENCE N27°36'37"E 123.76 FEET; THENCE N00°23'21"W 238.03 FEET; THENCE S89°35'13"W 39.58 FEET; THENCE N28°06'26"W 88.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 20.15 FEET (THE CHORD OF WHICH BEARS N56°20'05"E 20.02 FEET); THENCE S35°59'08"E 96.26 FEET; THENCE S89°10'15"E 20.84 FEET; THENCE N48°28'03"E 167.21'; THENCE N68°20'02"E 127.25 FEET; THENCE N87°45'18"E 225.85 FEET; THENCE S89°02'19"E 154.52 FEET; THENCE N85°45'40"E 105.98 FEET; THENCE N01°34'09"E 65.40 FEET; THENCE N18°48'26"E 51.95 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AN ARC LENGTH OF 42.70 FEET (THE CHORD OF WHICH BEARS N83°52'10"W 42.65 FEET; THENCE N79°25'18"W 37.06 FEET; THENCE N01°34'23"E 92.75 FEET; THENCE N82°57'46"W 49.41 FEET; THENCE N08°01'00"W 69.23 FEET; THENCE N04°53'01"E 75.77 FEET; THENCE N10°45'12"E 99.75 FEET; THENCE N01°11'38"E 142.64 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF 16TH STREET; THENCE ALONG SAID RIGHT-OF-WAY N83°38'24"E 130.85 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N82°17'30"E 146.32 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 14.715 ACRES MORE OR LESS.



Agenda Item #7.a.

Agenda Item Name:

Swearing In Officer Ariel Herrera

Presenter:

Debra Funston, Chief of Police

Item Description:

Officer Ariel Herrera has successfully completed his Field Training for the Rifle Police Department. This presentation is to swear his oath of office as a Rifle Police Officer.

Recommended Action:

No action necessary from City Council

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Officer Ariel Herrera has successfully completed his Field Training for the Rifle Police Department. This presentation is to swear his oath of office as a Rifle Police Officer.

Notification Requirements:

N/A

Prepared By:

Debra Funston, Chief of Police

Attachments:

None



Agenda Item #8.a.

Agenda Item Name:

Consider Annexation Request for Highway 6 and Swallow Lane Commercial Project

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider Annexation Request for Highway 6 and Swallow Lane Commercial Project

Recommended Action:

Move to approve associated ordinances, resolutions and annexation agreements.

Fiscal Impact:

None at this point. The applicant will access directly onto Highway 6 and a City water line is already located in the ROW. For the level of development proposed, extension of City sewer will be required. The applicant is not requesting any City incentives for the extension at this time.

Operational Impact:

Once annexed the City Police department will be required to respond to the parcel. The application was referred to Rifle PD and no concerns were noted.

Prior Board Motions:

None

Background Information:

The applicant is requesting to annex the subject 35.95-acre property into the City of Rifle with Tourist Commercial zoning as well as approval of a Sketch plan.

Executive Summary:

The applicant intends to develop a mixed-use commercial project across the 35-acre parcel in two phases. The first phase is anticipated to consist of a travel center with a large convenience store, fuel sales, and dedicated fueling lanes for diesel trucks. It is also anticipated to have two fast food restaurants with drive-thru, a truck maintenance/repair facility, and a sit-down restaurant.

The second phase is more conceptual, but at this time the applicant is considering the development of a sit-down restaurant, fast food restaurants, hotel, self-storage facilities, and auto part sales.

Notification Requirements:

Notice was required per State Statute and City of Rifle Code including mineral notice, property owners within 200', publishing, and posting the property.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo & Exhibits - Highway 6 and Swallow Lane

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
DATE: August 16, 2023
SUBJECT: Highway 6 and Swallow Lane Annexation
LOCATION: Northeast of the West Rifle Interchange
CASE #: Annexation 2023-006
APPLICANT: Caerus Piceance LLC - Pinewest

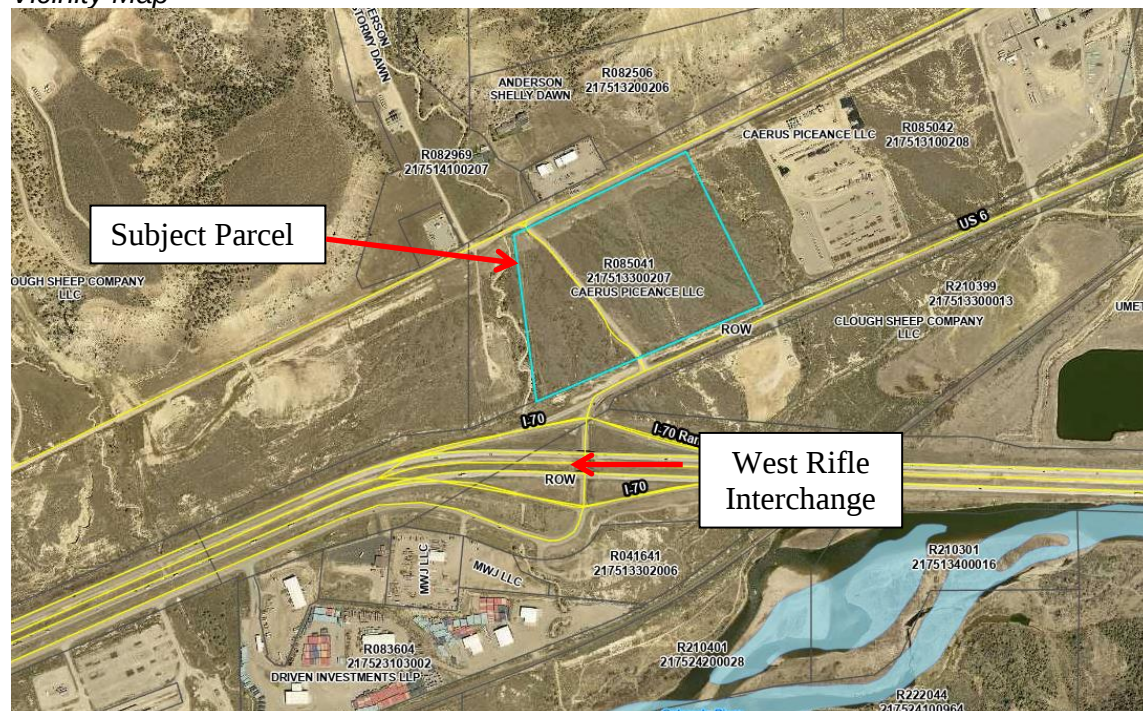
REQUEST

The applicant is requesting to annex the subject 35.95-acre property into the City of Rifle with Tourist Commercial zoning as well as approval of a Sketch plan.

The applicant intends to develop a mixed-use commercial project across the 35-acre parcel in two phases. The first phase is anticipated to consist of a travel center with a large convenience store, fuel sales, and dedicated fueling lanes for diesel trucks. It is also anticipated to have two fast food restaurants with drive-thru, a truck maintenance/repair facility, and a sit-down restaurant.

The second phase is more conceptual, but at this time the applicant is considering the development of a sit-down restaurant, fast food restaurants, hotel, self-storage facilities, and auto part sales.

Vicinity Map



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



LOCATION:

The property is located to the north and east of the West Rifle interchange and accessed from Highway 6. Directly to the east is another Caerus Piceance property developed with oil and gas infrastructure. To the north is Swallow Lane, which is a private road in this location. To the west is a vacant parcel. To the south is Highway 6 and another vacant parcel.

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 property is designated as a Tier 2 area in Rifle's Comprehensive Plan. The Comprehensive Plan defines Tier 2 areas as follows:

The Tier 2 Growth Area represents properties that have significant challenges towards meeting the Tier 1 criteria. Tier 2 property may require major infrastructure improvements or extensions that may be unaffordable to construct or maintain over time. Tier 2 areas may lack aspects of high quality of life neighborhoods, or other specific criteria listed for Tier 1. The challenges of specific Tier 2 areas are discussed in Chapter 4: Neighborhood Plans.

In many cases, Tier 2 properties may be able to solve the issues that led to a Tier 2 designation and move into Tier 1. In other cases, resolving the issues may not be feasible within the twenty-year timeframe of this Comprehensive Plan. Each Tier 2 property should be considered on a case-by-case basis.

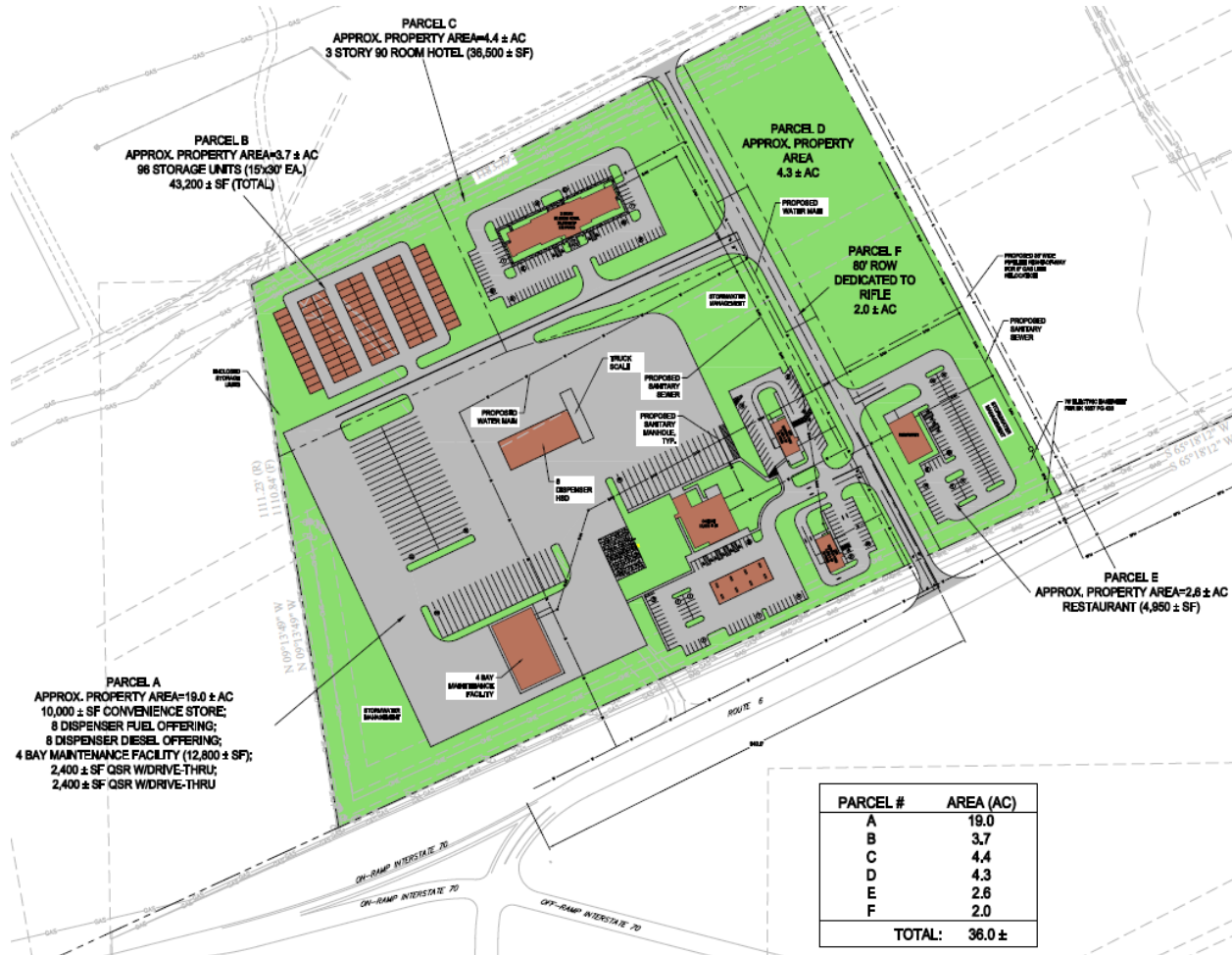
This particular parcel was placed in Tier 2 because of the lack of access to a sewer system in the area. This issue is discussed further under Staff comments. The City does have a water line in place along Highway 6 and the property would access directly onto Highway 6.

The parcel is identified in the Comprehensive Plan as a potential location for further industrial uses. It is Staff's opinion that because the project is located adjacent to the West Rifle interchange the more commercial oriented Tourist Commercial zoning is more appropriate rather than heavy industrial use. This is consistent with the recent annexation approved on the south side of the interstate in this location. The applicant's proposal is consistent with more commercial type uses.

Phone: 970-665-6490



PROPOSED SKETCH PLAN



The applicant's proposed Sketch Plan includes 6 lots of varying acreage. The project would access onto Highway 6. At this time the applicant is showing an additional access to the north onto Swallow Lane, a private road in this location. This road would not be accessible to the public.

The Sketch Plan is conceptual in nature, if the applicant moves forward with the development they will be subject to the appropriate level of review as required by the Tourist Commercial zone district, or subdivision requirements.

REFERRAL COMMENTS

Staff referred the application to City of Rifle Departments, Xcel Energy, Colorado River Fire Rescue, the City Consulting Engineer, Army Corps of Engineers, CDOT and Garfield County.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



Received comments are attached to the Staff Memo and incorporated into the following Staff Comments.

STAFF COMMENTS

Sewer Extension

The applicants sketch plan proposal includes a significant amount of commercial development. The City already has a water line running along Highway 6 and no roads would need to be extended because of direct access onto the Highway. However, in order to serve that level of development the applicant would need to extend the existing sanitary sewer system and install a lift station.

The extension of the sewer system is expensive; the applicant provided a cost estimate of approximately \$2.3 million. Additionally, once the sewer line is installed both the line and the lift station would likely be maintained by the City. At this time, the applicant is not requesting City financial support of the project through any sort of economic incentive.

If fully built-out, the project has the potential for significant sales tax generation, however the cost of the sewer line is a significant uncertainty associated with the project. If the applicant is not able to figure out how to finance the sewer line extension they would still be able to develop the lot, subject to the Tourist Commercial zoning and an onsite wastewater treatment system.

Tourist Commercial Zoning

The proposed Tourist Commercial Zoning appears to be a good fit for the location. It is defined in the code to serve the commercial needs of tourists and travelers and requires proximity to major highways. The applicant's proposed project fits well in this category.

Tourist Commercial does allow for residential uses, with townhouses and single-family housing considered uses by-right. Based on the Comprehensive Plan this location is not a good fit for residential uses. Staff has included a recommended condition of approval that prohibits residential development as part of the development through a PUD.

The applicant's proposal shows mini-storage as a potential use in the second phase of development. This is not allowed in the TC zone district. From City Staff's perspective, the mini-storage use is not an efficient use of land at the interchange. Mini-storage does not generate sales tax, has minimal water and sewer usage, and oftentimes the facilities degrade in appearance over time. Staff does not recommend the approval of that use for this project.

City ROW on the Property

The applicant's Sketch Plan shows City ROW as part of the project. The closest City ROW is Gas Court, which is approximately 1 mile to the east. Based on difficulties with snowplowing and maintenance requirements that would be associated with City ROW in this location, City Staff is not supportive of City ROW associated with the project at this time.

CDOT Access

The applicant has worked with CDOT to address access to the property. This will include an acceleration and deceleration lane as part of Phase 1 of the project. The applicant will need to address all CDOT requirements required as part of the development.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



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 Annexation process outlined in the Rifle Municipal Code.

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

A truck stop/mixed-use commercial area is compatible with the highway interchange area. This project will be a new type of use north of the interstate. Most of the surrounding parcels are currently vacant.

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

The proposed development is specific to interstate business uses. The project makes sense in this location because of the access to the interchange.

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

The proposed use is not anticipated to have a negative impact on the value of property and buildings within the surrounding area. If the developer does extend the sewer to this location, it would increase the value of the surrounding properties.

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.

RECOMMENDATION

Planning Commission recommended approval of the Annexation and Zoning request subject to the following conditions:

Recommended Conditions of Approval

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

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



2. Referral comments shall be addressed to the satisfaction of the City of Rifle as part of any future development application.
3. The property shall be zoned Tourist Commercial – PUD. The only requirement of the PUD shall be:
 - a. Residential uses are not permitted within the PUD.
4. The mini-storage use shown on the Sketch Plan is not a permitted use in the Tourist Commercial zone district and is not approved as part of this Annexation application.
5. The applicant shall comply with all CDOT access permit conditions.



365 River Bend Way • Glenwood Springs, CO 81601 • Tel 970 927 3690 • landstudio2@comcast.net

February 9, 2023

Patrick Waller
City of Rifle Planning Director
202 Railroad Ave.
Rifle, CO 81650
pwaller@rifleco.org

Re: Pine West Development, LLC Annexation and Rezoning Application

Dear Patrick:

The Land Studio, Inc. has been working with representatives of Pine West Development, LLC and its consultant team to prepare an Annexation Application per the discussed requirements at our August 31, 2022 Pre-Application meeting with you. The Applicant is proposing to develop a travel center and other future commercial uses, including restaurants and a hotel.

Statement of Purpose for the Annexation and Rezoning Application

Pine West Development, LLC (the “Developer”) is acquiring approximately 35.95 acres of land located in unincorporated Garfield County (the “Property”). The Property is generally located on the north side of I-70, Exit 87, between Hwy 6 and Swallow Lane (private road). The Property is identified as Garfield County Parcel ID #2175-133-00-207 (Property was formerly a portion of Garfield County Parcel #2175-131-00-055. After receiving approval of Annexation and Rezoning, the Developer intends to develop a mixed-use commercial project across all 35+ acres in two phases.

The first phase is anticipated to consist of a travel center with a large c-store, fuel sales, and dedicated fueling lanes for diesel trucks. The travel center is also anticipated to feature two fast food restaurants with drive-thru and a truck maintenance/repair facility. This array of uses is reflective of the needs of today’s leading travel center operators.

Additional commercial uses that will be constructed during subsequent development phases include a sit-down restaurant, fast food restaurant, hotel, self-

storage facility, and auto parts sales. Such uses are depicted on the conceptual site plan and are reflective of the market needs that exist today.

To allow for the planned commercial development, it is necessary for the Developer to annex the property into the City of Rifle. The nearest sanitary sewer connection is approximately 1.5 miles east of the property line. The Developer intends to extend the existing sewer line and bring it to the Property.

The following Exhibits complete the required submittal items for the Pine West Development, LLC Annexation and Rezoning Application:

- A. Owner and Consultant Team
- B. Application Forms / Authorization Letter
- C. Petition for Annexation
- D. Legal Description
- E. Title Commitment
- F. Names and Addresses of Property Owners within 200' and Mineral Interest Owners
- G. Radiation Hazard Report
- H. Conceptual Site Plan
- I. Annexation Map
- J. Traffic Impact Study
- K. Sewer Extension Information

We look forward to working with you on this project and please email or call with discussion related to this Application as needed.

Sincerely,

THE LAND STUDIO, INC

By: _____

Douglas J. Pratte

A PORTION OF A TRACT OF LAND SITUATED IN SECTION 13, TOWNSHIP
6 SOUTH, RANGE 94 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF GARFIELD, STATE OF COLORADO

Page 34 of 119

October 25, 2022

Pine West Development
9330 LBJ Freeway, Suite 900
Dallas, Texas 75243

Attention: Tyler West

Subject: Radiation Survey
West Rifle Property
Portion of Parcel #217513100055
North of US Highway 6 and Interstate 70 at Exit 87
Garfield County, Colorado
Project No. SU02313.000-210

As requested, we performed a radiation survey of an approximately 35 acre parcel of land located north of the intersection of Highway 6 and Interstate 70 at Exit 87 west of Rifle, Colorado. The survey is required as part of the Annexation Submittal to the City of Rifle. This letter describes the site and our survey procedure and discusses the results of our radiation survey.

The site of the proposed area to be acquired is located north of Highway 6 where it curves to the northeast at Interstate 70 Exit 87. The site is an approximately 35 acre area of a larger parcel that is bordered by Highway 6 to the south, with oil and gas operations beyond, as well as to the west and east, and a fabrication facility to the north. Ground surfaces on most of the site are relatively level with some drainages and localized features throughout. The portion of the parcel that was surveyed is vacant land; the remaining portion of the parcel is currently occupied by active oil and gas operations. The entire parcel is currently owned and operated by Caerus Piceance, LLC. Vegetation on the site consisted primarily of sagebrush and grasses.

On October 21, 2022, our staff scientist, Laura Mooney, visited the site and performed a radiation survey. Our survey consisted of walking along lines the length of the site in an approximately north-south direction. Lines were spaced approximately 50 feet apart. We observed radiation measurements that were taken with a Ludlum Instruments, Inc. Model No. 19 Micro-R-Meter carried at arm's length (approximately 2 to 3 feet above the ground surface). Radiation readings were observed by continuously glancing back and forth from the Micro-R-Meter to the line of travel. We observed radiation measurements generally averaging between 17 and 23 microroentgens per hour. In our opinion, these readings are normal background radiation for the area.



We appreciate the opportunity to work with you on this project. If you have any questions, please call at your convenience.

Very Truly Yours

CTL | THOMPSON, INC.

Laura Mooney
Environmental Scientist

Trevor Truett
Environmental Professional

LM:TT

cc: tyler@pinewestdev.com

WEST RIFLE SEWER EXTENSION

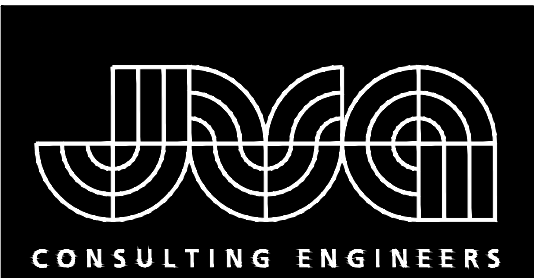
LIFT STATION LOCATION AND SANITARY SEWER REALIGNMENT

RIFLE, COLORADO

PRELIMINARY BUDGETARY SET

CONTACTS

ENVIRO/CIVIL ENGINEER:	JVA, INC. 1319 SPRUCE ST BOULDER, CO 80302	ANDREW C. SPARN, P.E. (303) 968-6905 ASPARN@JVAJVA.COM
OWNER:	PINE WEST DEVELOPMENT 9330 LBJ FREEWAY SUITE 900 DALLAS, TX 75243	JOSH S. LIEBERMAN, CCIM (515) 419-7912 JOSH@PINEWESTDEV.COM
SURVEYOR:	STARS TO STONES SURVEYING 559 PINE MEADOWS DR GRAND JUNCTION, CO 81504	(970) 618-2118



JVA, Inc. 1319 Spruce Street
Boulder, CO 80302 303.444.1951
www.jvajva.com
Boulder • Fort Collins • Winter Park
Glenwood Springs • Denver

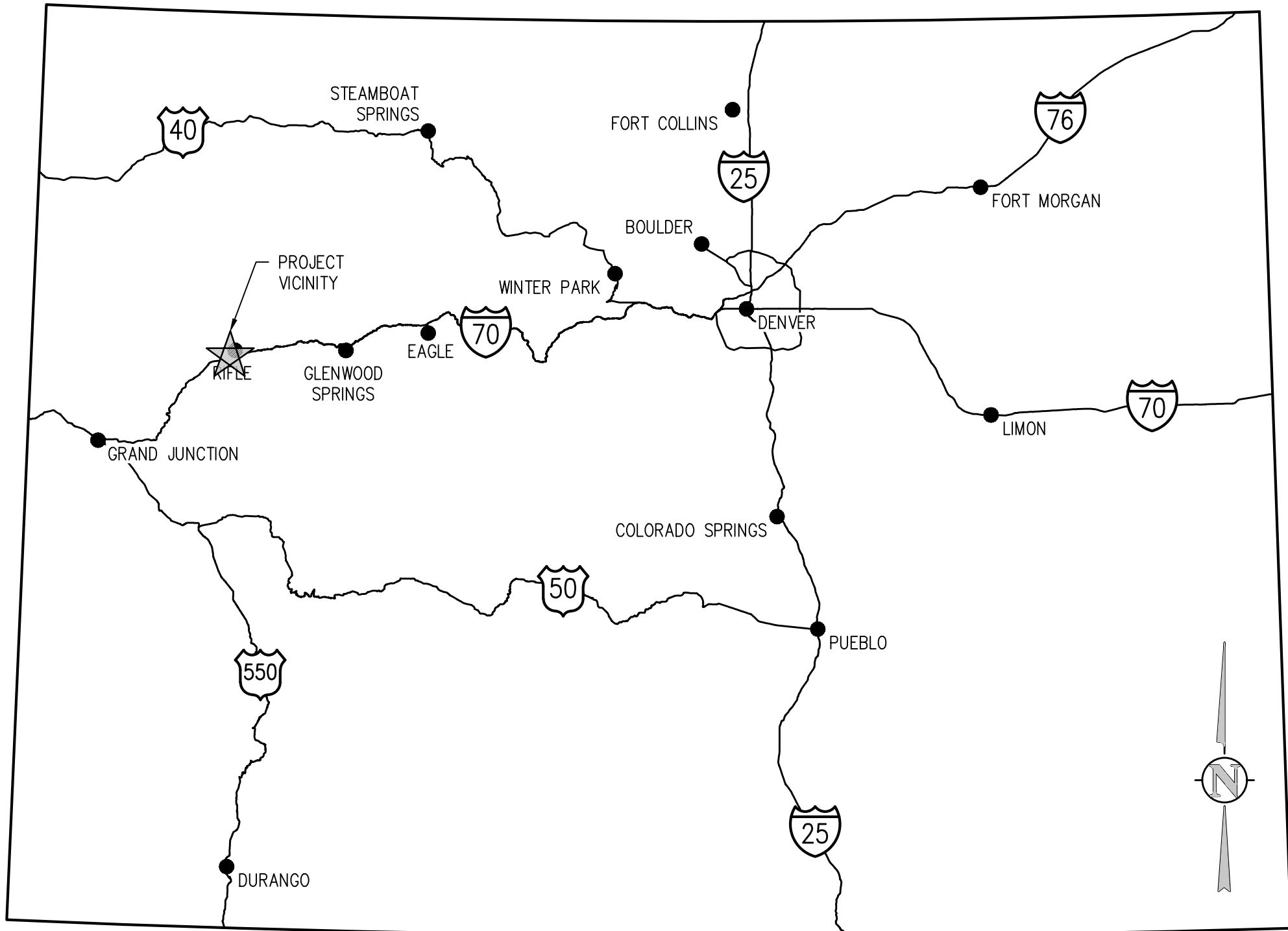
DRAWING INDEX

SHEET TITLE	
0	COVER SHEET
1	PLAN AND PROFILE
2	PLAN AND PROFILE

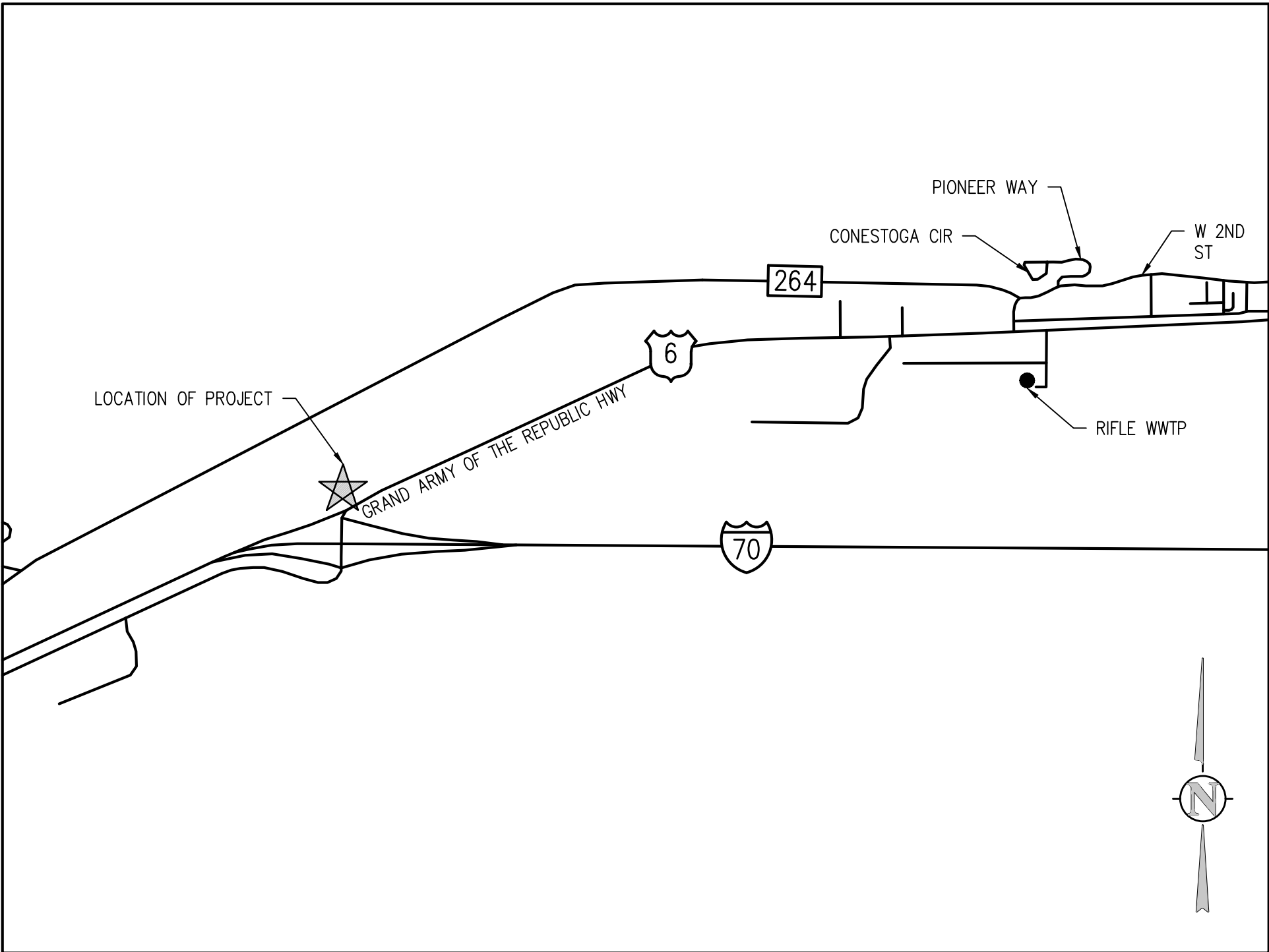
JANUARY 2023

PREPARED UNDER THE SUPERVISION OF

JVA, Inc.

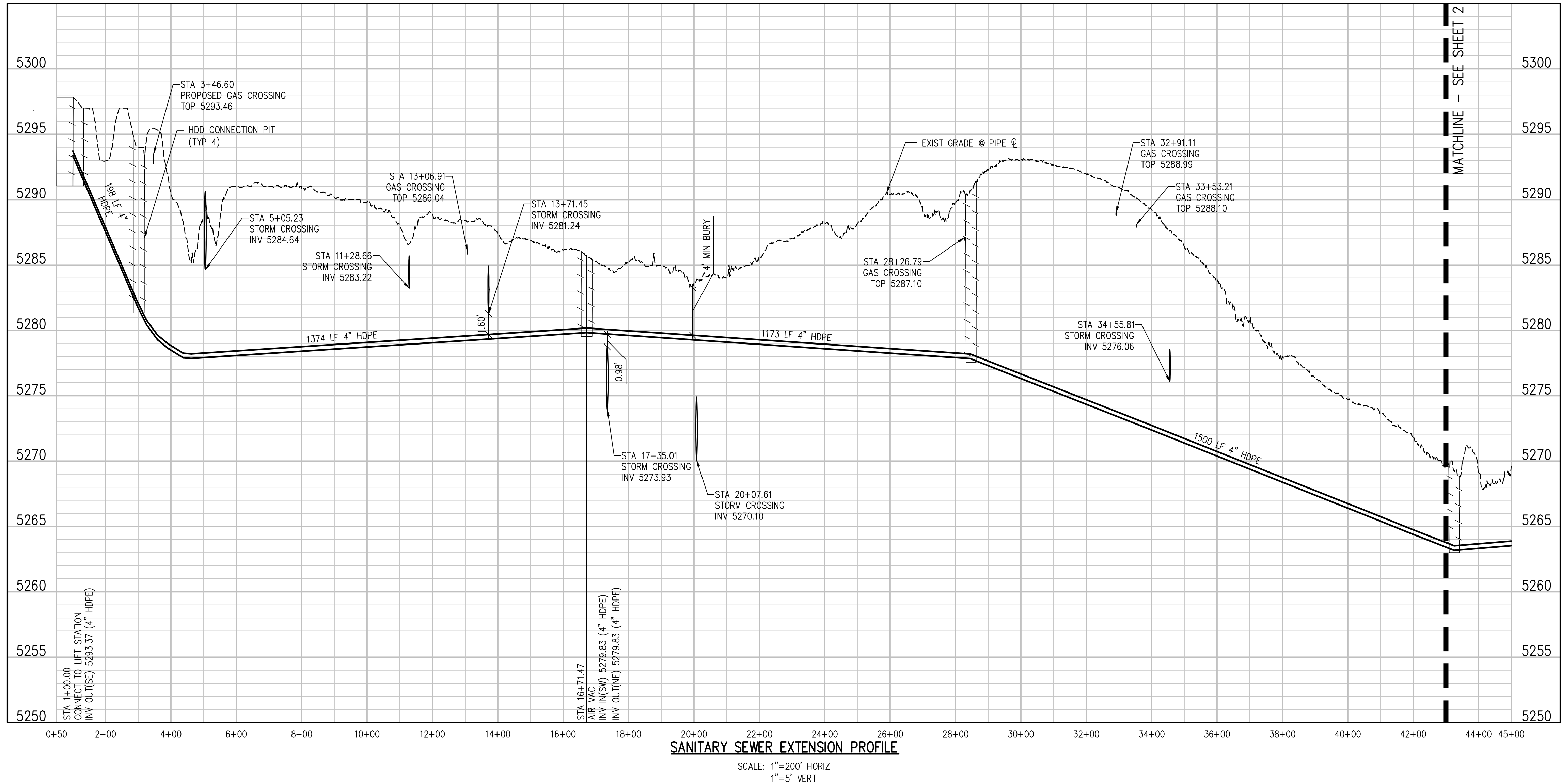
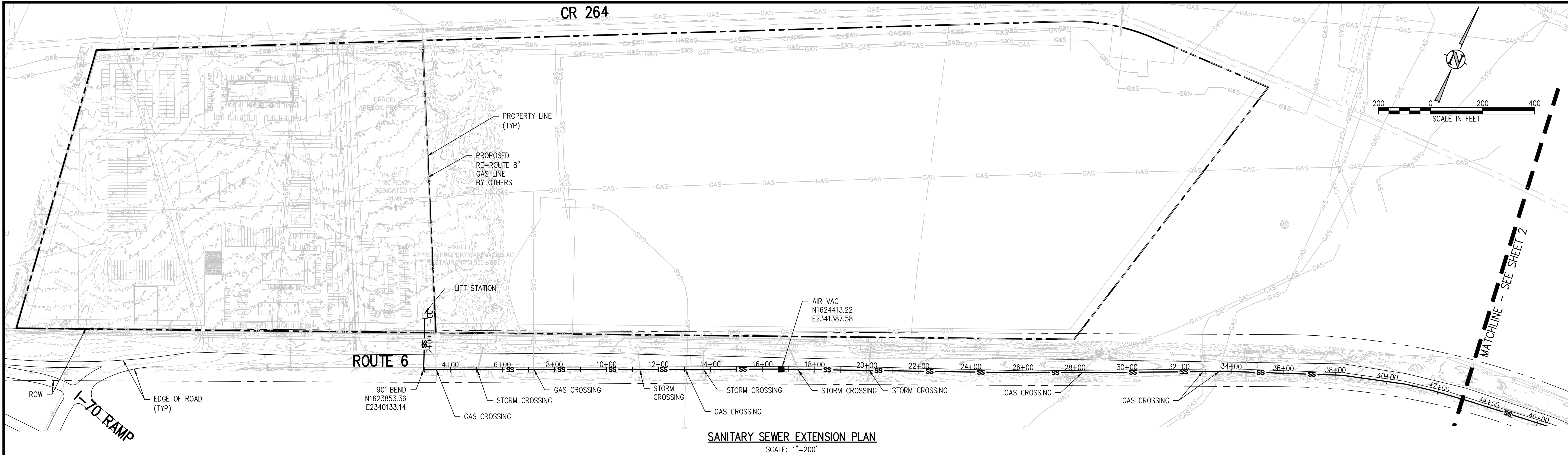


VICINITY MAP
NTS



PROJECT LOCATION MAP
NTS

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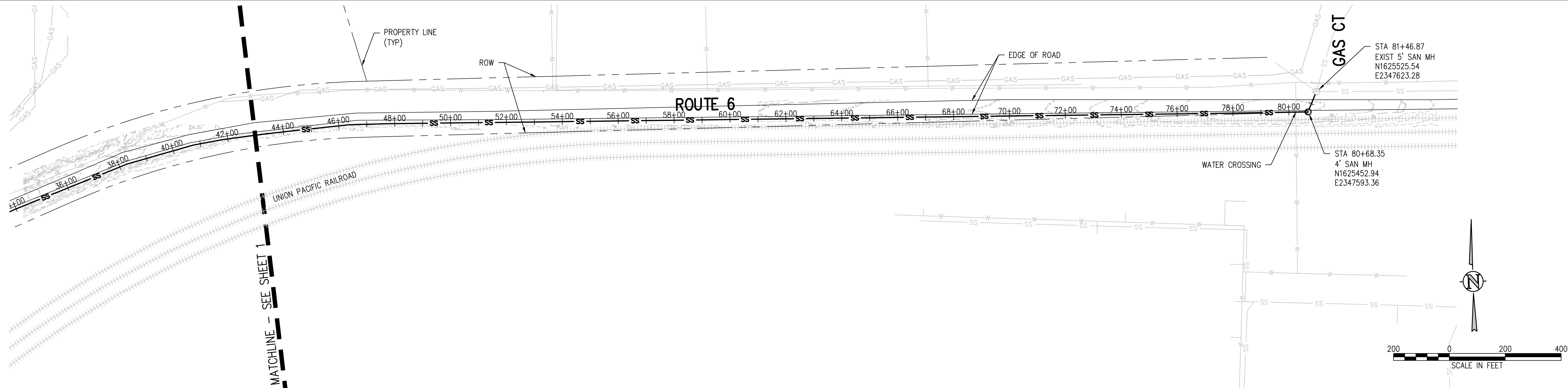




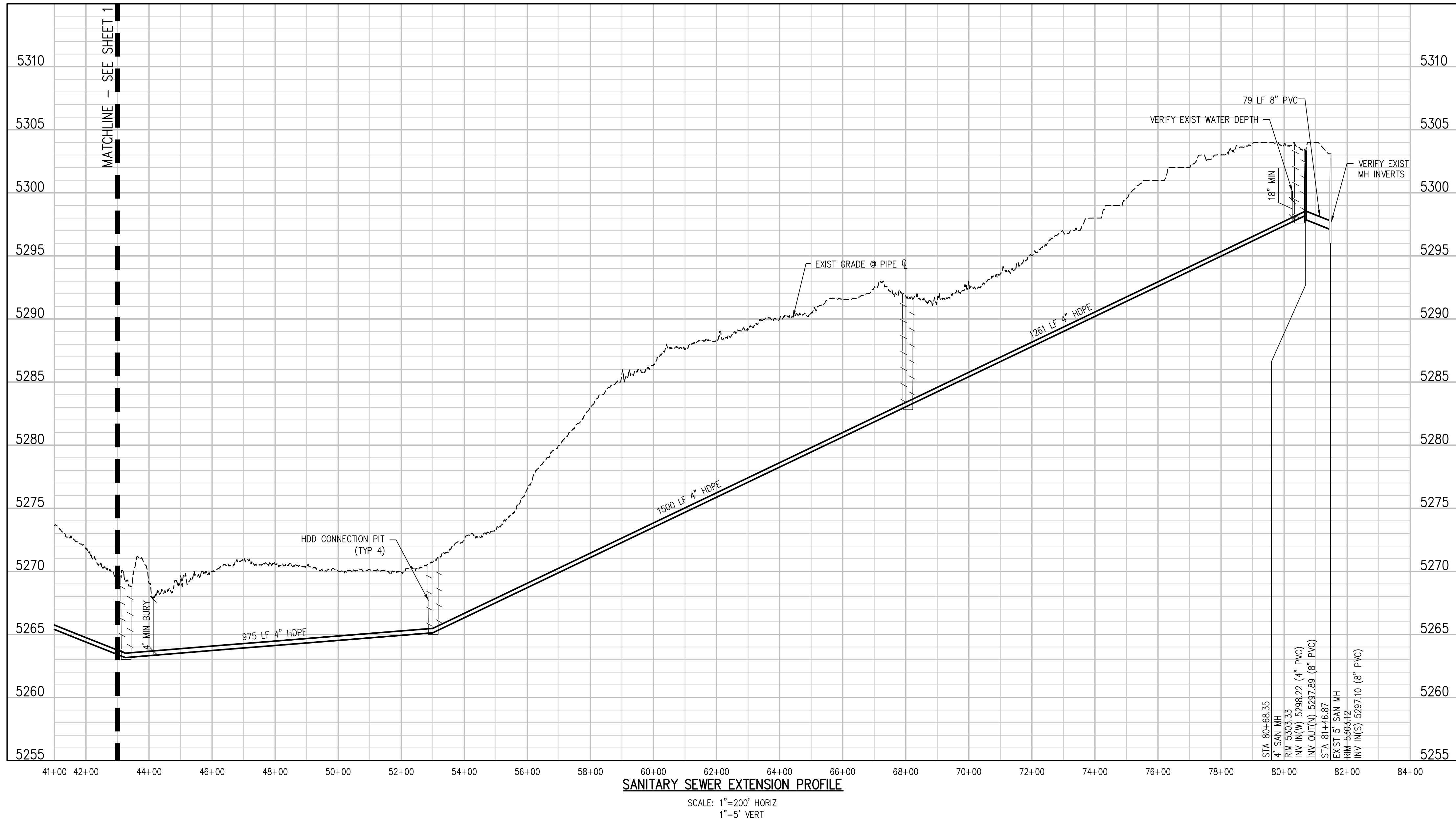
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Boulder, CO 80302 303.444.1951
www.jvajva.com
Boulder • Fort Collins • Winter Park
Glenwood Springs • Denver

NO.	DATE	DES'D	D'WN	REVISION	DESCRIPTION
DESIGNED BY: EAG,MRG DRAWN BY: EAG CHECKED BY: ACS JOB #: 1173.1e DATE: JAN 2023 © JVA, INC.					
WEST RIFLE SANITARY SEWER EXTENSION FEASIBILITY STUDY					
PROFILE VIEW FOR SANITARY SEWER EXTENSION					
SHEET NO. 1					

N:\1173a\Drawings\1173a-SAN-PWP-FORCE&GRV.dwg, 1/13/2023 - 3:53 PM, EAG



SANITARY SEWER EXTENSION PLAN
SCALE: 1"=200'



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Glenwood Springs • Denver

NO.	DATE	DES'D	D'WN	REVISION	DESCRIPTION

DESIGNED BY: EAG,MRG
DRAWN BY: EAG
CHECKED BY: ACS
JOB #: 1173.1e
DATE: JAN 2023
© JVA, INC.

WEST RIFLE SANITARY SEWER
EXTENSION FEASIBILITY STUDY

PLAN VIEW FOR SANITARY
SEWER EXTENSION

SHEET NO.

2



Job Name: West Rifle Sewer Extension Realignment

Job Number: 1173.1e

Date: 1/13/2023

By: EAG

Checked By: ACS, MRG

PRELIMINARY OPINION OF PROBABLE COST FOR 1173.1e				
Description	Quantity	Units	Unit Cost	Total Cost
Division 00 and 01 - General Conditions and Requirements				
Traffic Control	1	LS	\$30,000	\$30,000
Erosion Control	1	LS	\$20,000	\$20,000
			General Requirements Subtotal	\$50,000
Division 02 - Sitework				
Excavation / Fill	300	CY	\$65	\$19,500
HDD Pits	8	EA	\$1,500	\$12,000
Dewatering	1	LS	\$20,000	\$20,000
4" HDPE DR9, HDD	7925	LF	\$100	\$792,500
4" HDPE DR9 Frontage Crossing, HDD	60	LF	\$150	\$9,000
8" PVC SDR 35 Frontage Crossing to Exist MH, Open-Cut	79	LF	\$200	\$15,800
4' Precast Manhole	1	EA	\$10,000	\$10,000
Seeding and Landscaping	1	AC	\$6,000	\$6,000
Influent Connection at Exist Manhole	1	LS	\$7,000	\$7,000
Flexible Paving Repair	3550	SF	\$20	\$71,000
			Sitework Subtotal	\$962,800
Division 03 - Concrete				
Slab On-Grade for Lift Station Skid	10	CY	\$1,500	\$15,000
Concrete Encasements at Utility Crossings	50	LF	\$150	\$7,500
			Concrete Subtotal	\$22,500
Division 11 - Equipment				
Meter Leaving Lift Station	1	EA	\$7,000	\$7,000
Lift Station - GormanRupp AutoStart Package	1	LS	\$250,000	\$250,000
Odor Control	1	LS	\$30,000	\$30,000
Installation of Equipment	1	LS	\$50,000	\$50,000
			Equipment Subtotal	\$337,000
Division 15 - Mechanical				
Valves, Fittings, and Appurtenances	1	LS	\$25,000	\$25,000
Heater, Fans, Ventilation	1	LS	\$5,000	\$5,000
			Mechanical Subtotal	\$30,000
Division 16 - Electrical				
Site Electrical	1	LS	\$40,440	\$40,440
Instrumentation and Controls	1	LS	\$16,850	\$16,850
			Electrical Subtotal	\$57,290

Project Subtotal **\$1,459,590**

Contingency (20%)	\$292,000
Contractor's OH&P and General Conditions (15%)	\$263,000
Engineering, Permitting and Design (10%)	\$201,000
Bidding and Construction Administration (4%)	\$80,584

Project Total **\$2,296,174**

Legend

Input
Calculation
Linked Cell

West Rifle, Phase I | Anticipated Uses, Tenants, Annual Sales, and Jobs Created

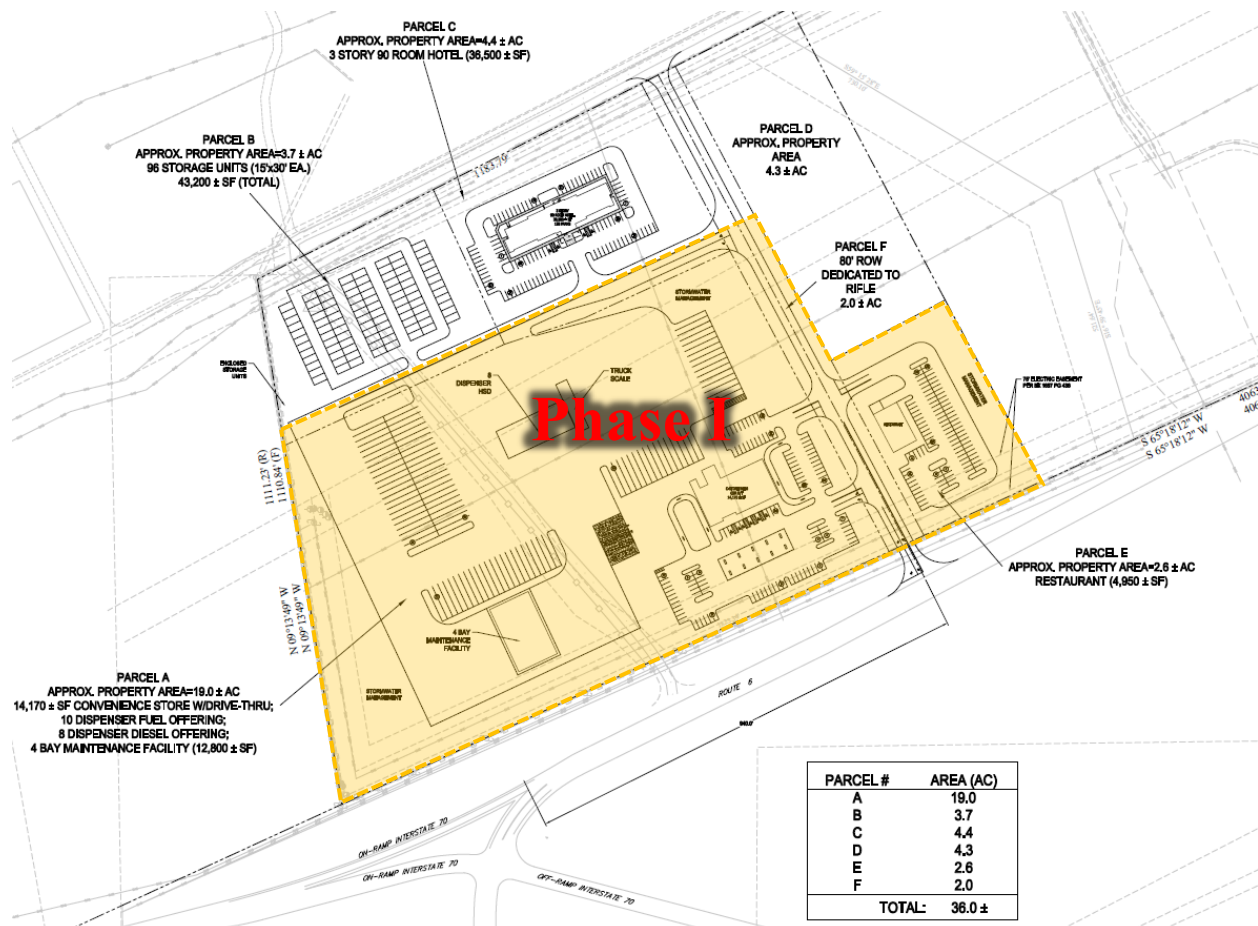
Phase I – Parcel A (Travel Center, Maintenance Facility, QSRs) and Parcel E (Sit-down restaurant)

Property Uses	Anticipated Tenant ¹	Annual Sales ²	Employees ³
Travel Center / C-Store	TravelCenters of America	\$3.5m - \$4.0m	35
Truck Maintenance Facility	TravelCenters of America	\$4.0m - \$6.0m	30
QSR with Drive-Thru #1	Bojangles	\$2.0m - \$2.2m	35
QSR with Drive-Thru #2	Del Taco	\$1.5m - \$1.7m	35
Sit-Down Restaurant	Black Bear Diner	\$2.2m - \$2.6m	65
Total – Phase I		\$13.2m - \$16.5m	200

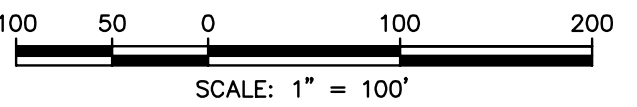
¹ All anticipated tenants are franchisees, and have already received corporate approval for a new location at W Rifle.

² Total anticipated inside-the-store sales (fuel is excluded). Guidance provided by franchisees/operators.

³ Total employees, both part- and full-time. Mix of part- and full-time will be determined based upon labor availability.

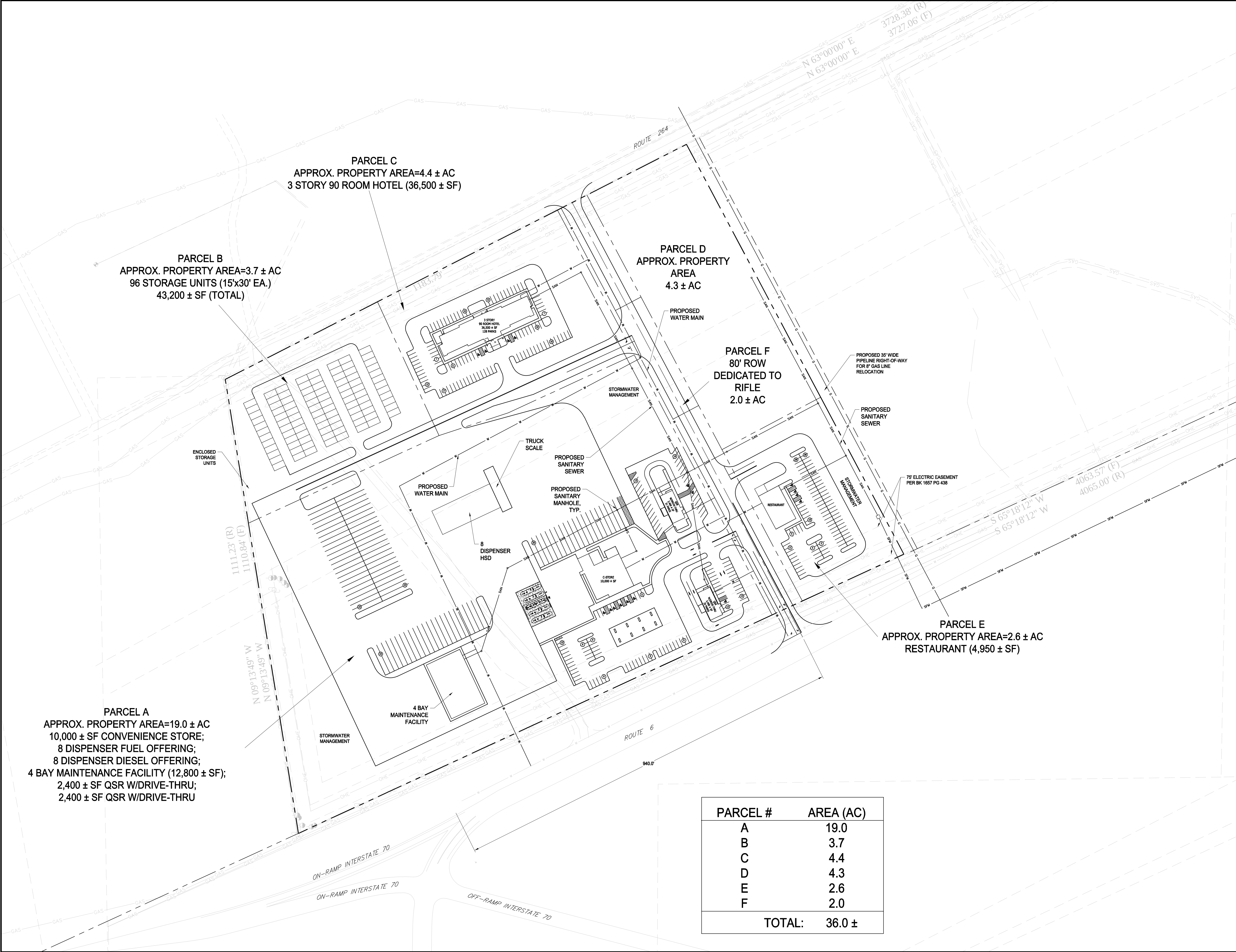


DATE	DESCRIPTION
------	-------------



of 1

PARCEL #	AREA (AC)
A	19.0
B	3.7
C	4.4
D	4.3
E	2.6
F	2.0
TOTAL:	36.0 ±



Proposed Development

Route 6
Rifle, CO

Pine West Development, LLC

9330 LBJ Freeway
Suite 900
Dallas, TX 75243

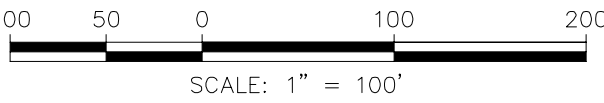


Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.
280 East Broad Street
Suite 200
Rochester, NY 14604

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

DATE	DESCRIPTION
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NOT APPROVED:
THIS PLAN HAS NOT RECEIVED FINAL APPROVAL OF ALL REVIEWING
AGENCIES. THIS PLAN IS SUBJECT TO REVISIONS UNTIL ALL
APPROVALS ARE OBTAINED AND SHOULD NOT BE USED FOR
CONSTRUCTION PURPOSES

Copyright © Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.

Project Manager: B. Burri	Checked By: B. Burri
Designed By: T. Bolt	Drawn By: T. Bolt
Date Issued: March 15, 2023	Project Number:

SKETCH PLAN

CP-6

From: [Killian - CDOT, Brian](#)
To: [Geir Sverdrup](#)
Cc: [Kandis Aggen - CDOT](#)
Subject: Re: Hwy 6 & Swallow Lane Annexation
Date: Tuesday, February 28, 2023 2:53:23 PM

Geir,

CDOT has no comment on the annexation.

Thanks,

Brian Killian
Region 3 Access Program Manager
Traffic & Safety



P 970-683-6284 | C 970-210-1101 | F 970-683-6290
222 S. 6th St, Room 100 Grand Junction, CO 81501
brian.killian@state.co.us | www.codot.gov | www.cotrip.org

On Fri, Feb 24, 2023 at 5:33 PM Geir Sverdrup <gsverdrup@rifleco.org> wrote:

Good Afternoon All

The attached files are in reference to the annexation proposed in West Rifle, North of Hwy 6 & 24 and South of Swallow Lane.

Please submit written comments on or by March 13, 2023.

Thank You and have a great weekend.

Geir Sverdrup

Senior Planner

City of Rifle, CO

From: [Orrin Moon](#)
To: [Geir Sverdrup](#)
Subject: RE: Hwy 6 & Swallow Lane Annexation
Date: Wednesday, March 15, 2023 4:10:15 PM
Attachments: [image001.png](#)
[image002.png](#)

I have reviewed the application for Pine West Development, LLC Proposed annexation into the City of Rifle. As far as the annexation process CRFR has no issues with this project. I will add however that we will be reviewing the following for the development for the P&Z review:

1. Fire hydrant flow and locations.
2. Street names that meet Garfield County Communications requirements.
3. Proper addressing of the developed buildings.
4. Street widths, turning radius, along with allowed parking and any required no parking signs.
5. Landscaping and vegetation closeness to structures.
6. Any fire apparatus access issues.
7. All weather driving surfaces are designed to support the imposed loads of fire apparatus.
8. Any Hazardous material concerns with the fuel station, truck repair building, and auto parts store.

Thank You,

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





From: Geir Sverdrup <gsverdrup@rifleco.org>

Sent: Friday, February 24, 2023 5:09 PM

To: Tommy Klein <tklein@rifleco.org>; Debra Funston <dfunston@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; Brian Prunty <bprunty@rifleco.org>; Robert Burns <rburns@rifleco.org>; Erica Gentry <egentry@rifleco.org>; Orrin Moon <Orrin.Moon@Crfr.us>; Samantha Wakefield (samantha.l.wakefield@xcelenergy.com) <samantha.l.wakefield@xcelenergy.com>; Chris@mountaincross-eng.com; 'James S. Neu' <jsn@mountainlawfirm.com>; Sheryl Bower <sbower@garfield-county.com>; Killian - CDOT, Brian <brian.killian@state.co.us>; 'Morse, W Travis CIV USARMY CESP (USA)' <w.travis.morse@usace.army.mil>

Subject: Hwy 6 & Swallow Lane Annexation

Good Afternoon All

The attached files are in reference to the annexation proposed in West Rifle, North of Hwy 6 & 24 and South of Swallow Lane.

Please submit written comments on or by March 13, 2023.

Thank You and have a great weekend.

Geir Sverdrup
Senior Planner
City of Rifle, CO

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

From: [Craig Spaulding](#)
To: [Geir Sverdrup](#); [Tommy Klein](#); [Debra Funston](#); [Brian Prunty](#); [Robert Burns](#); [Erica Gentry](#); [Orrin.Moon@Crfr.us](#); [Samantha Wakefield \(samantha.l.wakefield@xcelenergy.com\)](#); [Chris@mountaincross-eng.com](#); ["James S. Neu"](#); [Sheryl Bower](#); [Killian - CDOT](#), [Brian](#); ["Morse, W Travis CIV USARMY CESPd \(USA\)"](#)
Subject: RE: Hwy 6 & Swallow Lane Annexation
Date: Friday, March 10, 2023 3:37:09 PM
Attachments: [image001.png](#)
[image003.png](#)

Hi Geir,

Please see my comments below and let me know if you have any questions or concerns.

- Plans show City ROW within the development. This is preferred to remain private as a joint access easement, commercial shared driveway or equivalent
- No review of Storm Drainage improvements performed at annexation request but will be required at site plan
- The sanitary sewer forced main will need to extend to West 2nd St
- The sanitary sewer design shall accommodate connections at Oil and Gas Court
- A capital maintenance, repair and replacement plan with cost estimates shall be performed by the engineer on the forced main and lift station
- No review of Water Distribution improvements performed at annexation request but will be required at site plan
- No review of Floodplain improvements performed at annexation request but will be required at site plan

Thank you,

Craig Spaulding

Civil Engineer

City of Rifle

Cell 970.309.1267

Off. 970.665.6556

From: Geir Sverdrup <gsverdrup@rifleco.org>
Sent: Friday, February 24, 2023 5:09 PM
To: Tommy Klein <tklein@rifleco.org>; Debra Funston <dfunston@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; Brian Prunty <bprunty@rifleco.org>; Robert Burns <rburns@rifleco.org>; Erica Gentry <egentry@rifleco.org>; Orrin.Moon@Crfr.us; Samantha Wakefield (samantha.l.wakefield@xcelenergy.com) <samantha.l.wakefield@xcelenergy.com>; Chris@mountaincross-eng.com; 'James S. Neu' <jsn@mountainlawfirm.com>; Sheryl Bower <sbower@garfield-county.com>; Killian - CDOT, Brian <brian.killian@state.co.us>; 'Morse, W Travis CIV USARMY CESPd (USA)' <w.travis.morse@usace.army.mil>
Subject: Hwy 6 & Swallow Lane Annexation

Good Afternoon All

The attached files are in reference to the annexation proposed in West Rifle, North of Hwy 6 & 24

and South of Swallow Lane.

Please submit written comments on or by March 13, 2023.

Thank You and have a great weekend.

Geir Sverdrup
Senior Planner
City of Rifle, CO

From: [Erica Gentry](#)
To: [Geir Sverdrup](#)
Subject: RE: Hwy 6 & Swallow Lane Annexation
Date: Thursday, March 02, 2023 2:50:08 PM

Geir,

The usual GIS requirements apply to annexation plats, so prior to the final recording of the final annexation plat the applicant should have their surveyor or engineer send us a digital copy of the GIS files showing the annexation boundary. This data should be projected to and/or overlay the City's system established in UTM zone 13 and should be in a GIS compatible format such as .shp or .dwg

Once I verify that the information they have submitted meets those parameters, we release the plat for recording at the County. Also, Planning should notify GIS of new zoning when complete.

If you have any questions, please let me know.

Thank you.

Erica

From: Geir Sverdrup <gsverdrup@rifleco.org>
Sent: Friday, February 24, 2023 5:09 PM
To: Tommy Klein <tklein@rifleco.org>; Debra Funston <dfunston@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; Brian Prunty <bprunty@rifleco.org>; Robert Burns <rburns@rifleco.org>; Erica Gentry <egentry@rifleco.org>; Orrin.Moon@Crfr.us; Samantha Wakefield (samantha.l.wakefield@xcelenergy.com) <samantha.l.wakefield@xcelenergy.com>; Chris@mountaincross-eng.com; 'James S. Neu' <jsn@mountainlawfirm.com>; Sheryl Bower <sbower@garfield-county.com>; Killian - CDOT, Brian <brian.killian@state.co.us>; 'Morse, W Travis CIV USARMY CESP (USA)' <w.travis.morse@usace.army.mil>
Subject: Hwy 6 & Swallow Lane Annexation

Good Afternoon All

The attached files are in reference to the annexation proposed in West Rifle, North of Hwy 6 & 24 and South of Swallow Lane.

Please submit written comments on or by March 13, 2023.

Thank You and have a great weekend.

Geir Sverdrup
Senior Planner
City of Rifle, CO



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

March 13, 2023

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

RE: Annexation Highway 6 and Swallow Lane: 2023-006

Dear Geir:

This office has performed a review of the documents provided for the Annexation of Highway 6 and Swallow Lane. The review generated the following comment:

- The utilities will need to be in easements and the easements in areas that are easily accessible.
- There appears to be a forced main sewer with sewer pump/lift station. More should be explained as to what entity will be responsible for the expense, operation, and maintenance of the system and mechanical components.
- The Applicant should be made aware that CDPHE approval will be necessary for the sewer system and pumping station.
- Incorporation of the recommendations from the traffic study should be a condition of annexation.
- The extents of the Flood Hazard Zone should be identified on the Annexation map.

As a point of clarification, the scope of this review pertained to the proposed annexation. Some engineering drawings were included with the materials but appeared to be included to show the conceptual layout. The Applicant should be made aware that complete engineering drawings will be reviewed for site permit approvals and technical comments should be anticipated at that time.

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

Sincerely,
Mountain Cross Engineering, Inc.

Chris Hale, PE



Agenda Item #8.a.i.

Agenda Item Name:

Ordinance No. 18 Series of 2023 - Annexation - 1st Reading

Presenter:

Patrick Waller, Planning Director

Item Description:

Ordinance No. 18, Series of 2023 - Annexation - 1st Reading

Recommended Action:

Move to approve Ordinance No. 18, Series of 2023 on first reading as presented, and order it to be published as required by Charter.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

See Staff Memo and Exhibits in Agenda Item 8.a.

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Ordinance No. 18-Hwy 6 and Swallow Lane Annexation

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 18
SERIES OF 2023**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ANNEXING TO
THE CITY OF RIFLE, COLORADO CERTAIN REAL PROPERTY KNOWN
AS THE HIGHWAY 6 AND SWALLOW LANE ANNEXATION.

WHEREAS, in February 2023, Caerus Piceance, 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 Highway 6 and Swallow Lane 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. 18, Series of 2023, found Petitioner’s annexation petition to be in substantial compliance with the requirements of Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended, and specified that the City Council would hold a hearing on the proposed annexation of the Property at its regular meeting on August 16, 2023; and

WHEREAS, pursuant to C.R.S. §§31-12-108 to -110, the City Council on August 16, 2023, held a duly-noticed public hearing to consider the proposed annexation of the Property; and

WHEREAS, notice of such hearing was published on July 13, 20, 27, and August 3, 2023 in the *Citizen Telegram* newspaper; and

WHEREAS, the City Council, by Resolution No. 23, Series of 2023, set forth its Findings of Fact, Determinations and Conclusions with regard to annexation of the Property to the City, which findings, determinations, and conclusions are incorporated herein by this reference.

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, subject to the recording of this Ordinance and the Annexation Map with the Garfield County Clerk and Recorder, and such real property will thereby be 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. If the Annexation Map, this Ordinance, and the Annexation Agreement are not recorded by September 5, 2024, the approval of the annexation shall expire.

2. Upon notice from Petitioner or Petitioner’s successors or assigns, 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 Property, 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;
- 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;
- D. File for recording the original Annexation Agreement; and
- E. Prior to filing or recording any of the foregoing, update the Annexation Map and Annexation Agreement to reflect the then-current owner of the Property.

INTRODUCED on August 16, 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 September 6, 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 PORTION OF A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE NW 1/4 AND THE NORTH 1/2 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 94 WEST, 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE COMMON CORNER OF SAID SECTION 13 AND ADJACENT SECTIONS 14, 23 AND 24 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 00°59'00" WEST 1050.30 FEET; THENCE NORTH 65°18'12" EAST 508.35 FEET, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 09°13'49" WEST 1111.23 FEET; THENCE NORTH 63°00'00" EAST 1252.91 FEET; THENCE SOUTH 27°56'43" EAST 1122.78 FEET; THENCE SOUTH 65°18'12" WEST 1611.75 FEET TO THE TRUE POINT OF BEGINNING CONTAINING APPROXIMATELY 35.952± ACRES.

ALSO KNOWN AS PARCEL A, AS RECORDED CAERUS EXEMPTION PLAT AT RECEPTION NO. 982842, GARFIELD COUNTY CLERK AND RECORDER'S OFFICE.



Agenda Item #8.a.ii.

Agenda Item Name:

Ordinance No. 19 Series of 2023 - Zoning - 1st Reading

Presenter:

Patrick Waller, Planning Director

Item Description:

Ordinance No. 19 Series of 2023 - Zoning - 1st Reading

Recommended Action:

Move to Approve Ordinance No. 18, Seires of 2023 on first reading as presented, and order it to be published as required by Charter.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

See Staff Memo and Exhibits in Agenda Item 8.a.

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Ordinance No. 19-Highway 6 and Swallow Lane Zoning

CITY OF RIFLE, COLORADO
ORDINANCE NO. 19
SERIES OF 2023

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ZONING CERTAIN
REAL PROPERTY KNOWN AS THE HIGHWAY 6 AND SWALLOW LANE
ANNEXATION TOURIST COMMERCIAL PLANNED UNIT DEVELOPMENT
(TC-PUD) ZONE DISTRICT

WHEREAS, in February 2023, Caerus Piceance, 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 Highway 6 and Swallow Lane Annexation described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, by Ordinance No. 18, Series of 2023 the City of Rifle approved the annexation of the Property into the City; and

WHEREAS, Petitioner has filed an application to zone the Property Tourist Commercial Zone District and Rifle staff recommended that it be zoned Planned Unit Development (TC-PUD) Zone District to prohibit residential uses on the Property, and on July 25, 2023 the City of Rifle Planning Commission considered the zoning application for the Property and recommended that the City Council zone the Property TC-PUD Zone District prohibiting residential uses in the PUD; and

WHEREAS, as required by the Rifle Municipal Code, the public hearing on the zoning application for the Property was held on August 16, 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. Upon annexation of the Property as provided in Ordinance No. 18, Series 2023, the Property described on Exhibit A shall hereby be zoned Tourist Commercial Planned Unit Development (TC-PUD) Zone District as set forth on Exhibit B. This Ordinance shall be recorded with the Garfield County Clerk and Recorder along with the documents listed in Section 2 of Ordinance No. 18, Series 2023.
3. Within thirty (30) days after the recording of the annexation map and this Ordinance with the Garfield County Clerk and Recorder, 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 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 August 16, 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 September 6, 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 PORTION OF A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE NW 1/4 AND THE NORTH 1/2 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 94 WEST, 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE COMMON CORNER OF SAID SECTION 13 AND ADJACENT SECTIONS 14, 23 AND 24 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 00°59'00" WEST 1050.30 FEET; THENCE NORTH 65°18'12" EAST 508.35 FEET, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 09°13'49" WEST 1111.23 FEET; THENCE NORTH 63°00'00" EAST 1252.91 FEET; THENCE SOUTH 27°56'43" EAST 1122.78 FEET; THENCE SOUTH 65°18'12" WEST 1611.75 FEET TO THE TRUE POINT OF BEGINNING CONTAINING APPROXIMATELY 35.952± ACRES.

ALSO KNOWN AS PARCEL A, AS RECORDED CAERUS EXEMPTION PLAT AT RECEPTION NO. 982842, GARFIELD COUNTY CLERK AND RECORDER'S OFFICE.

EXHIBIT B

Planned Unit Development Text

All provisions of Chapter 16 of the City of Rifle Municipal Code, as the same may be amended or recodified from time to time, applicable to the Tourist Commercial Zone District apply to the Property; provided, however that all types of dwellings and dwelling units, including accessory dwelling units, dwellings in the same building as a business, and live work units, as all of the foregoing terms are defined in Chapter 16 of the City of Rifle Municipal Code, are prohibited within the PUD.



Agenda Item #8.a.iii.

Agenda Item Name:

Resolution No. 23 Series of 2023 - Annexation Findings

Presenter:

Patrick Waller, Planning Director

Item Description:

Resolution No. 23 Series of 2023 - Annexation Findings

Recommended Action:

Move to Approve Resolution No. 23, Series of 2023 - Annexation Findings

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

See Staff Memo and Exhibits in Agenda Item 8.a.

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Resolution No. 23-Highway 6 and Swallow Lane Annexation Findings

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 23
SERIES OF 2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, CONCERNING THE HIGHWAY 6 AND SWALLOW LANE
ANNEXATION TO THE CITY OF RIFLE.

WHEREAS, in February 2023, Caerus Piceance, LLC (“Petitioner”) filed with the City Clerk of the City of Rifle, Colorado, a petition and request (the “Petition”) that the City Council of the City of Rifle, Colorado, commence proceedings to annex to the City of Rifle a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Highway 6 and Swallow Lane Annexation described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter the “Annexation Parcel”); and

WHEREAS, the City Council by Resolution No. 18, Series of 2023, found that the Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended, established a date, time, and place for a hearing upon the Petition, and directed the City Clerk to give notice of the hearing in accordance with C.R.S. §31-12-108(2); and

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

WHEREAS, the public hearing on the Petition was held on August 16, 2023, at a regularly scheduled meeting of the Rifle City Council, and at such hearing any person permitted to appear pursuant to C.R.S. §31-12-109(1) had the opportunity to appear and present evidence upon any matter determined by the City Council; and

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

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

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

FINDINGS OF FACT, DETERMINATIONS AND CONCLUSIONS

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

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

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

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

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

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

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

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

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

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 16th day of August, 2023.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

A PORTION OF A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE NW 1/4 AND THE NORTH 1/2 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 94 WEST, 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE COMMON CORNER OF SAID SECTION 13 AND ADJACENT SECTIONS 14, 23 AND 24 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 00°59'00" WEST 1050.30 FEET; THENCE NORTH 65°18'12" EAST 508.35 FEET, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 09°13'49" WEST 1111.23 FEET; THENCE NORTH 63°00'00" EAST 1252.91 FEET; THENCE SOUTH 27°56'43" EAST 1122.78 FEET; THENCE SOUTH 65°18'12" WEST 1611.75 FEET TO THE TRUE POINT OF BEGINNING CONTAINING APPROXIMATELY 35.952± ACRES.

ALSO KNOWN AS PARCEL A, AS RECORDED CAERUS EXEMPTION PLAT AT RECEPTION NO. 982842, GARFIELD COUNTY CLERK AND RECORDER'S OFFICE.



Agenda Item #8.a.iv.

Agenda Item Name:

Resolution No. 24 Series of 2023 - Annexation Plan

Presenter:

Patrick Waller, Planning Director

Item Description:

Resolution No. 24 Series of 2023 - Annexation Plan

Recommended Action:

Move to Approve Resolution No. 24, Series of 2023 - Annexation Plan

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

See Staff Memo and Exhibits in Agenda Item 8.a.

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Resolution No. 24-Highway 6 and Swallow Lane Annexation Plan

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 24
SERIES OF 2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, APPROVING AN ANNEXATION PLAN FOR THE HIGHWAY
6 AND SWALLOW LANE ANNEXATION AS REQUIRED UNDER THE
MUNICIPAL ANNEXATION ACT OF 1965, AS AMENDED.

WHEREAS, the City Council of the City of Rifle, Colorado, currently has pending before it an Annexation Petition requesting the annexation to the City of certain unincorporated property located in Garfield County, Colorado, which property is known as the Highway 6 and Swallow Lane Annexation, described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Property”); and

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

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

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

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

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

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

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

THIS RESOLUTION, was read, passed and adopted by the Rifle City Council at a regular meeting held this 16th day of August, 2023.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

A PORTION OF A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE NW 1/4 AND THE NORTH 1/2 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 94 WEST, 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE COMMON CORNER OF SAID SECTION 13 AND ADJACENT SECTIONS 14, 23 AND 24 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 00°59'00" WEST 1050.30 FEET; THENCE NORTH 65°18'12" EAST 508.35 FEET, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 09°13'49" WEST 1111.23 FEET; THENCE NORTH 63°00'00" EAST 1252.91 FEET; THENCE SOUTH 27°56'43" EAST 1122.78 FEET; THENCE SOUTH 65°18'12" WEST 1611.75 FEET TO THE TRUE POINT OF BEGINNING CONTAINING APPROXIMATELY 35.952± ACRES.

ALSO KNOWN AS PARCEL A, AS RECORDED CAERUS EXEMPTION PLAT AT RECEPTION NO. 982842, GARFIELD COUNTY CLERK AND RECORDER'S OFFICE.



Agenda Item #8.a.v.

Agenda Item Name:

Highway 6 and Swallow Lane Annexation Agreement

Presenter:

Patrick Waller, Planning Director

Item Description:

Highway 6 and Swallow Lane Annexation Agreement

Recommended Action:

Move to Approve the Highway 6 and Swallow Lane Annexation Agreement

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

See Staff Memo and Exhibits in Agenda Item 8.a.

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. 20230816-Highway 6 and Swallow Lane Annexation Agreement

HIGHWAY 6 AND SWALLOW LANE ANNEXATION AGREEMENT

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

W I T N E S S E T H:

WHEREAS, Owner’s predecessor in interest, Caerus Piceance, LLC, filed with the City Clerk of the City of Rifle, Colorado, a petition and request that the City Council commence proceedings to annex to the City of Rifle a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Highway 6 and Swallow Lane Annexation described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Rifle City Council held a duly noticed public hearing annexing the Property on August 16, 2023, by Ordinance No. 18, Series of 2023, and by Ordinance No. 19, Series of 2023, zoned the Property Tourist Commercial Planned Unit Development (TC-PUD) Zone District; and

WHEREAS, Owner intends to develop the Property with a mixed-use commercial project across the Property in two phases: the first phase is anticipated to consist of a travel center with a large convenience store, fuel sales with dedicated fueling lanes for diesel trucks, two fast food restaurants with drive-thrus, truck maintenance/repair facility, and a sit-down restaurant; the second phase may contain fast food restaurants, a hotel, and auto part sales; and

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

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

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

2. Binding Effect.

- a. This Agreement shall be binding upon and inure to the benefit of the City, Owner, and any party succeeding to any interest of Owner in and to any parcel for which Final Subdivision Plat approval has not occurred. The obligations (specifically including, but not limited to, the payment of fees and compliance with any zoning requirements and covenant obligations as may be referenced herein) that run with the land following Final Subdivision Plat approval shall be limited to those set forth herein, or on any Final Subdivision Plat or in any other development approval document, and any exhibits or attachments thereto.
 - b. This Agreement and any other agreement(s) between the City and Owner may be enforced, amended, modified, removed or released only by the City, Owner and any party succeeding to any interest of Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval.
3. Development Proposal. The Rifle Planning Commission on July 25, 2023, recommended Tourist Commercial PUD (“TC-PUD”) zoning for the Property subject to conditions stated in the Planning Department’s staff report, as amended during the City Council’s review of the Annexation, regarding the application, which conditions are incorporated herein by this reference.
4. Fees and Dedications. Owner agrees to pay to the City the fees in the amounts and times set forth below:
- a. Processing Fees. All fees and costs hereto incurred by the City, including but not limited to engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and subdivision review of the Property by the City, including recording fees, costs of legal publication, and any and all other out-of-pocket costs incurred by the City shall be paid by Owner. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney’s fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
 - b. Water Rights Dedication Fees. Owner shall comply with the water rights dedication requirements under RMC Section 13-6-10, et. seq, as it may be amended.
 - c. Offsite and Onsite Street Impact Mitigation. As a condition of annexation of the Property to the City, Owner agrees and acknowledges that offsite street impact fees are due for the development of the Property pursuant to Code at §16-1-100.
 - d. Fees as a Condition of Annexation. Any fees that may be required by this Agreement and the Code to be paid by Owner shall continue to be an obligation of Owner, and subsequent lot owners, even if the Code provisions are declared to be

invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval, and to any future lot owners, both as provided for in Section 2 above. Further, because Owner has not submitted a final development proposal for the Property, the City has not had the opportunity to analyze any additional impacts of the development on the City. Therefore, the final determination of any impact fees or other impact mitigation shall be deferred until Owner provides a Preliminary Development Plan to the City for its review and approval as if those mitigation measures were negotiated prior to annexation.

5. General Conditions for the Property.

- a. Annexation Impact Mitigation. Owner agrees to fully mitigate the impacts of the development of the Property. As part of consideration of annexation of the Property and prior to the Preliminary Development Plan approval, the parties will analyze the anticipated impacts of the development, including traffic, roads, water, sewer, drainage (both on-site and off-site), parks, recreation, schools, fire protection, police protection, affordable housing and any other impacts attributable to the development of the Property. The impacts and specific mitigation measures shall be identified upon the submittal of a Preliminary Development Plan and addressed in an amendment to this Agreement or in subdivision improvements agreements associated with the Development Plan or Final Plat as if those mitigation measures were negotiated prior to annexation.
- b. Subdivision Improvements Agreement. Owner agrees to enter into a Subdivision Improvements Agreement as a condition of any Final Subdivision Plat approval for the Property in the forms then in use by the City and as approved by the City Attorney.
- c. Noxious Weed Control/Maintenance. Owner agrees and acknowledges that it shall, pending and during development of the Property, control the growth of noxious weeds on all parcels within the Property as required by the Rifle Municipal Code and maintain the Property.

6. Zoning. Owner hereby consents to zoning for the Property as set forth in Ordinance No. 19, Series of 2023 zoning the Property Tourist Commercial Planned Unit Development (TC-PUD) Zone District and the PUD requirements contained therein.

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

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

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

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

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

10. Modifications. This Agreement shall not be amended or modified, except by

subsequent written agreement of the parties.

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

12. Indemnity.

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

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

electors' approval to the annexation and the terms and conditions.

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

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

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

Notice to the City: City of Rifle
 P.O. Box 1908
 Rifle, Colorado 81650

With copy to: Karp Neu Hanlon, P.C.
 P. O. Drawer 2030
 Glenwood Springs, Colorado 81602

Notice to Owner: PWD West Rifle, LLC
 c/o Pine West Development, LLC
 9330 LBJ Freeway, Suite 900
 Dallas, TX 75243

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

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

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

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

CITY OF RIFLE, COLORADO

By

Mayor

ATTEST:

Clerk

PWD WEST RIFLE, LLC

By _____
Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____ 2023 by
_____ as _____ of PWD West Rifle, LLC.

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

Notary Public

EXHIBIT A

A PORTION OF A TRACT OF LAND SITUATED IN THE SOUTH 1/2 OF THE NW 1/4 AND THE NORTH 1/2 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 94 WEST, 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE COMMON CORNER OF SAID SECTION 13 AND ADJACENT SECTIONS 14, 23 AND 24 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 00°59'00" WEST 1050.30 FEET; THENCE NORTH 65°18'12" EAST 508.35 FEET, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 09°13'49" WEST 1111.23 FEET; THENCE NORTH 63°00'00" EAST 1252.91 FEET; THENCE SOUTH 27°56'43" EAST 1122.78 FEET; THENCE SOUTH 65°18'12" WEST 1611.75 FEET TO THE TRUE POINT OF BEGINNING CONTAINING APPROXIMATELY 35.952± ACRES.

ALSO KNOWN AS PARCEL A, AS RECORDED CAERUS EXEMPTION PLAT AT RECEPTION NO. 982842, GARFIELD COUNTY CLERK AND RECORDER'S OFFICE.



Agenda Item #9.a.

Agenda Item Name:

Consider Proposal from Browns Hill Engineering & Controls for Virtual SCADA

Presenter:

Jesse Flowers, Water Plant Supervisor

Item Description:

Consider Proposal from Browns Hill Engineering & Controls for Virtual SCADA As A Service (vSaaS)

Recommended Action:

Move to approve the proposal from Browns Hill Engineering & Controls in the total amount of \$338,502.00 paid over 5 years.

Fiscal Impact:

This proposal falls in line with budgeted expenses for this system and includes a small savings as well.

Operational Impact:

Updates to the SCADA system will allow staff to rectify problems that arise in a more timely manner.

Prior Board Motions:

N/A

Background Information:

The Virtual SCADA As A Service (vSaaS) upgrade will update our SCADA system and help improve response time when unexpected challenges arise. SCADA is the operating system that is used to run the Water and Wastewater plant. It allows staff to access the operating systems remotely, which enables them to respond to problems at the plant faster. This improvement to SCADA updates our operating system and adds a higher level of encryption. Most of the hardware for our system will be located off-site at Browns Hill headquarters. This helps with maintenance, timeliness of repairs and cost to maintain.

We recommend the following options for our system. The total amount of the contract is \$338,502.00 paid over 5 years. The cost of the program is split between Water and Wastewater.

Option 1, 5-year Contract Term – Standard (\$1,257 monthly, \$1,257 one-time setup fee): \$76,667

Add On 1, Customer Work Order System (\$526 monthly): \$31,560

Add On 2, Option 1, 5-year Contract Term - Standard (for the water plant) (\$1,954 monthly, \$1,954 one-time setup fee): \$119,194

Add On 3, Option 1, 5-year Contract Term - Standard (for the wastewater plant) (\$1,821 monthly, \$1,821 one-time setup fee): \$111,081

Brownsfield is being used as a sole source based on the following:

The company was used during the construction of the project.

They have been the contractor/programers for the SCADA system since our systems were created. They designed the program from the ground up.

Brownsfield has a history of providing critical support for our systems in a timely manner.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 23-751 Rifle vSaaS Price Proposal



8130 Shaffer Parkway, Unit A
Littleton, CO 80127
PHONE: 720-344-7771
FAX: 720-344-7460

vSaaS PROPOSAL

Client: Rifle WTP/WWTP
Project: vSaaS 2023

Browns Hill Job #: 23-751
Quote Date: July 19, 2023

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish equipment for vSaaS specifically listed in the following "Scope of Work."

Scope of Work: BASE proposal (required for additional sites)

- **BASE proposal - Virtual SCADA As A Service (vSaaS) Includes:**
 - Provide Supervisory Control and Data Acquisition (SCADA) for visualization and cloud connectivity with remote connections and support.**
 - Azure Connected Portal for "Base Platform" vSaaS Ignition system
 - Provide Multi-Factor Authentication (MFA) & Application-Level Encryption
 - Provide Alarming/Notification for SCADA Alarms
 - Provide Five (5) Customized Reports
 - 24/7/365 BHEC Support
 - 5 Year Warranty for Labor and Material
 - Quarterly and Annual Maintenance for on premise and cloud systems

Option 1 5 Year Contract Term - Standard

\$1,257 *Monthly*
\$1,257 *(One Time Setup fee, due at signing)*

Option 2 5 Year Contract Term - 20% Down Payment

\$986 *Monthly*
\$14,783 *20% Down Payment (due at signing)*

Option 3 5 Year Contract Term - 40% Down Payment

\$724 *Monthly*
\$28,963 *40% Down Payment (due at signing)*

Option 4 5 Year Contract Term - 60% Down Payment

\$473 *Monthly*
\$42,540 *60% Down Payment (due at signing)*

Addon 1 Customer Work Order System

\$526 *Monthly (requires ongoing vSaaS service contract see option(s) 1 through 4 above)*

Addon 2 WTP vSaaS

Scope of Work:

- WTP - Virtual SCADA As A Service (vSaaS) Includes:

Provide and install onsite computers & equipment to provide Supervisory Control and Data Acquisition (SCADA) for visualization and cloud connectivity with remote connections and support.

Provide, Install and Maintain QTY (2) SCADA Viewing Computer on premise

Provide, Install and Maintain QTY (4) 27" Monitors with Viewing Computers

Provide, Install and Maintain QTY (2) SCADA Computer and Ignition Software on premise

Provide Multi-Factor Authentication (MFA) & Application-Level Encryption

Includes Local Redundancy & Autonomous Fail-over

Convert PALL SCADA system to vSaaS Ignition System

Provide Alarming/Notification for SCADA Alarms

Provide QTY (5) Customized Reports

24/7/365 BHEC Support

Warranty for Labor and Material for length of Contract Term

Quarterly and Annual Maintenance for on premise and cloud systems

****System Requirements****

Requires contract with Base Platform

Option 1 5 Year Contract Term - Standard

\$1,954 *Monthly*

\$1,954 *(One Time Setup fee, due at signing)*

Option 2 5 Year Contract Term - 20% Down Payment

\$1,532 *Monthly*

\$22,974 *20% Down Payment (due at signing)*

Option 3 5 Year Contract Term - 40% Down Payment

\$1,125 *Monthly*

\$45,010 *40% Down Payment (due at signing)*

Option 4 5 Year Contract Term - 60% Down Payment

\$735 *Monthly*

\$66,109 *60% Down Payment (due at signing)*

Addon 3 WWTP vSaaS

Scope of Work:

- WWTP - Virtual SCADA As A Service (vSaaS) Includes:

Provide and install onsite computers & equipment to provide Supervisory Control and Data Acquisition (SCADA) for visualization and cloud connectivity with remote connections and support.

Provide, Install and Maintain QTY (2) SCADA Viewing Computer on premise

Provide, Install and Maintain QTY (4) 27" Monitors with Viewing Computers

Provide, Install and Maintain QTY (2) 19" Touchscreen OIT's
Provide, Install and Maintain QTY (2) SCADA Computer and Ignition Software on premise
Provide Multi-Factor Authentication (MFA) & Application-Level Encryption
Includes Local Redundancy & Autonomous Fail-over
Provide Alarming/Notification for SCADA Alarms
Provide QTY (5) Customized Reports
24/7/365 BHEC Support
Warranty for Labor and Material for length of Contract Term
Quarterly and Annual Maintenance for on premise and cloud systems

****System Requirements****

Requires contract with Base Platform

Option 1 5 Year Contract Term Standard

\$1,821 *Monthly*

\$1,821 *(One Time Setup fee, due at signing)*

Option 2 5 Year Contract Term - 20% Down Payment

\$1,427 *Monthly*

\$21,412 *20% Down Payment (due at signing)*

Option 3 5 Year Contract Term - 40% Down Payment

\$1,049 *Monthly*

\$41,950 *40% Down Payment (due at signing)*

Option 4 5 Year Contract Term - 60% Down Payment

\$685 *Monthly*

\$61,614 *60% Down Payment (due at signing)*

Only items listed on this scope of work are included in this pricing.

This proposal is valid for 30 days and subject to revision after that time.

We appreciate the opportunity to provide this proposal and should you have any questions please contact the undersigned at 720-344-7771.

Sincerely,

Dave Stone

Browns Hill Engineering & Controls, LLC



Agenda Item #9.b.

Agenda Item Name:

Consider Ordinance No. 17, Series of 2023 - Street Sales Tax Ballot Question - 1st Reading

Presenter:

Tommy Klein, City Manager

Item Description:

Consider Ordinance No. 17, Series of 2023 - Street Sales Tax Ballot Question - 1st Reading

Recommended Action:

Move to approve Ordinance No. 17, Series of 2023, on first reading as presented, and order it to be published as required by charter.

Fiscal Impact:

If approved by Council and the voters, the sales tax associated with the Street Improvement Fund (SIF) would increase from .5% to .95%. In 2022, the city collected approximately \$1,424,301 in sales tax for the SIF. If passed, we expect to collect approximately \$2,700,000 in tax specifically for the SIF.

Operational Impact:

With the Council's approval, the measure would be placed on the November 7, 2023, ballot. If citizens vote for the proposal, city staff will move forward with projects as determined by the Engineer.

If the ballot question is not approved, maintenance of our streets will be affected and large projects will be delayed. Staff would prioritize main roadways and the quality of other streets would decline. New projects would not be able to move forward without significant grant support.

Prior Board Motions:

N/A

Background Information:

City staff recommends placing this measure on the ballot for the November 7, 2023 election. Please see the Executive Summary and the attachments.

Executive Summary:

Sales tax revenue generated for the Street Improvement Fund can only be used to support the construction and maintenance of our streets. Revenue from this tax cannot be moved to support any other fund, including the General Fund.

The City of Rifle garners a majority of revenue from sales tax and this is the case for most municipalities in our state. In 1987, Rifle residents approved the Street Improvement Fund sales tax at a .5% rate. Rifle's current

total sales tax rate is 8.15%. Our sales tax supports multiple funds.

Current Sales Tax Distribution

State of Colorado 2.9%

Garfield County 1.0%

City of Rifle General Fund 2.0%

Parks and Recreation 1.0%

Water Debt .75%

Street Improvement Fund .5%

Total 8.15%

The city does not have control over the Colorado State and Garfield County sales taxes.

Staff is recommending Council's approval to place an initiative on the November 7th, 2023, ballot to raise the Street Improvement Fund sales tax by .45%. If approved, the city's sales tax would become 8.6%, equivalent to that in Glenwood Springs. (The Meadows in Glenwood Springs has a higher sales tax rate of 10.1%.) An increase in sales tax is preferable to a property tax. Sales tax is paid by residents and non-residents alike, but a property tax affects only our residents.

In 2017, Rifle residents voted to allow the city to issue debt for street improvements in the amount of \$5,000,000. To date, the city has not utilized this option to fund street projects. Staff does not want to issue debt since the General Fund will be used to pay for the debt and interest rates are high and continue to rise.

We rely too heavily on grants for street projects. Each year we assume that we will receive 60% of our street costs from grants. The traditional FMLD grants (not the mini-grants that are capped at \$25,000) have not always been available since they are tied to the performance of the oil and gas industry. For both cycles in 2021, traditional grants were not offered. The oil and gas industry will experience declines based on recent legislation and proposed targets to reduce emissions. Staff is concerned about the longevity of the program.

Over the past ten years, we expended an average of \$1,837,337.14 per year on required street maintenance, design, traffic signals, and storm drain. Over the same period, our capital expenses averaged \$1,577,766.73. Over the last 10 years, we have deficit spent an average of \$669,743.03 (omitting 2017) from the Street Improvement Fund. The total amount of revenue needed to cover our costs is approximately \$2,783,997.17 per year. This is a very conservative estimate considering that inflation will continue to increase in the future and the cost of construction will also continue to rise. This fiscal year, we budgeted \$650,000 from the General Fund to support our SIF. For 2023, we estimate collections for the Street Improvement Fund to be approximately \$1,424,301 at the current .50% rate. If the sales tax for the Street Improvement Fund is raised by .45%, we should see revenue increase to approximately \$2,706,171 in 2024. With the increase, we would be able to cover our current average yearly costs for maintenance and capital street projects.

Please see the attachments for additional information.

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Council SIF Memo 08-07-2023 - REVISED
2. Street Improvement Fund Presentation - REVISED
3. Ordinance No. 17-Street Sales Tax Ballot Question



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL
FROM: TOMMY KLEIN
DATE: AUGUST 7, 2023
RE: BALLOT INITIATIVE – INCREASE STREET IMPROVEMENT SALES TAX BY .45%

City staff recommends that Council approve the inclusion of a ballot initiative for the next General Election to be held on November 7, 2023. We propose an increase in the Street Improvement sales tax from .50% to .95%. The current sales tax rate for the Street Improvement Fund was originally established in 1987. Since the tax's inception over 36 years ago, the costs associated with construction have risen significantly.

If the initiative is approved by Council and the voters, our sales tax would become 8.6%, equal to that of Glenwood Springs. Glenwood Meadows in Glenwood Springs has a higher tax rate of 10.1%.

The Street Improvement Fund is used solely for the purposes of repairing, maintaining, and constructing streets and related infrastructure. Street Improvement capital cannot be used to support other funds. A property tax would place the burden of street construction solely on Rifle residents. The preferable solution is a sales tax that since it would distribute the costs to nonresidents and residence.

For fiscal year 2023, we budgeted \$650,000 from the General Fund to supplement the Street Improvement Fund. This practice is not sustainable because the city has major projects that will require significant capital. The city owns several buildings that require major repairs soon and the projects will be expensive. For example, the Ute Theater and Senior Center will need HVAC replacements. We are also in need of additional patrol cars, regular fleet vehicles, and equipment for our Operations and Maintenance team. The city is planning to replace a large section of water pipe and this project will need support from the General Fund. This project is included in our Capital Improvement Plan. Several years ago, this project was estimated to cost approximately \$9,000,000.

In 2017, citizens approved \$5,000,000 in debt that could be issued to cover street costs. Staff does not want to issue debt since the General Fund will be used to pay on the debt and interest rates continue to rise.

We currently rely too heavily on grants for street projects. Each year we assume that we will receive 60% of our street costs from grants. The traditional FMLD grants (not the mini grants that are capped at \$25,000) have not always been available since they are tied to the performance of the oil and gas industry. For both cycles in 2021, traditional grants were not offered. The oil and gas industry will experience declines based on recent legislation and proposed targets to reduce emissions. See <https://cdphe.colorado.gov/press-release/colorado-continues-to-fight-climate-change-with-a-series-of-newly-signed-laws> and <https://www.cpr.org/2023/08/04/colorado-electric-vehicle-discounts-guide/> for examples.

We need to complete multiple large street projects in the future. A roundabout just north of Interstate 70 at Exit 90 will be required. As traffic increases, traffic will back up onto Interstate 70 as vehicles wait to access Taughenbaugh Boulevard or Highway 13 (the River Bridge). This will become a significant safety issue and the solution to this problem is a traffic circle. The intersection of Highway 13 and East 30th Street will need significant construction to improve pedestrian safety. There are other street projects needed in addition to these examples.

Over the past ten years, we expended an average of \$1,837,337.14 per year on required street maintenance, design, traffic signals and storm drain. Over the same period, our capital expenses averaged \$1,577,766.73. Over the last 10 years, we have deficit spent an average of \$669,743.03 (omitting 2017) from the Street Improvement Fund. The total amount of revenue needed to cover our costs is approximately \$2,783,997.17 per year. This is a very conservative estimate considering that inflation will continue to increase in the future and the cost of construction projects will also continue to rise. For 2023, we estimate collections for the Street Improvement Fund to be approximately \$1,424,301 at the current .50% rate. If the sales tax for the Street Improvement Fund is raised by .45%, we should see revenue increase to approximately \$2,706,171 in 2024.

To summarize, the cost of construction for street improvements will continue to rise. A proposed sales tax increase is preferable to a property tax increase. Sales tax is paid by residents and nonresidents alike, but a property tax affects only our residents. The transfer of capital from the General Fund to supplement the Street Improvement fund is not sustainable. Issuing debt is not a wise financial solution. The city needs to complete large street projects that will be expensive and are beyond our current financial capabilities. We expect FMLD grants to decline and eventually become nonexistent. Staff would like to place a measure on the ballot for November 7, 2023, to increase the Street Improvement Fund sales tax by .45%. If approved, the total percentage of sales tax would change to .95%.

Thank you for your consideration.

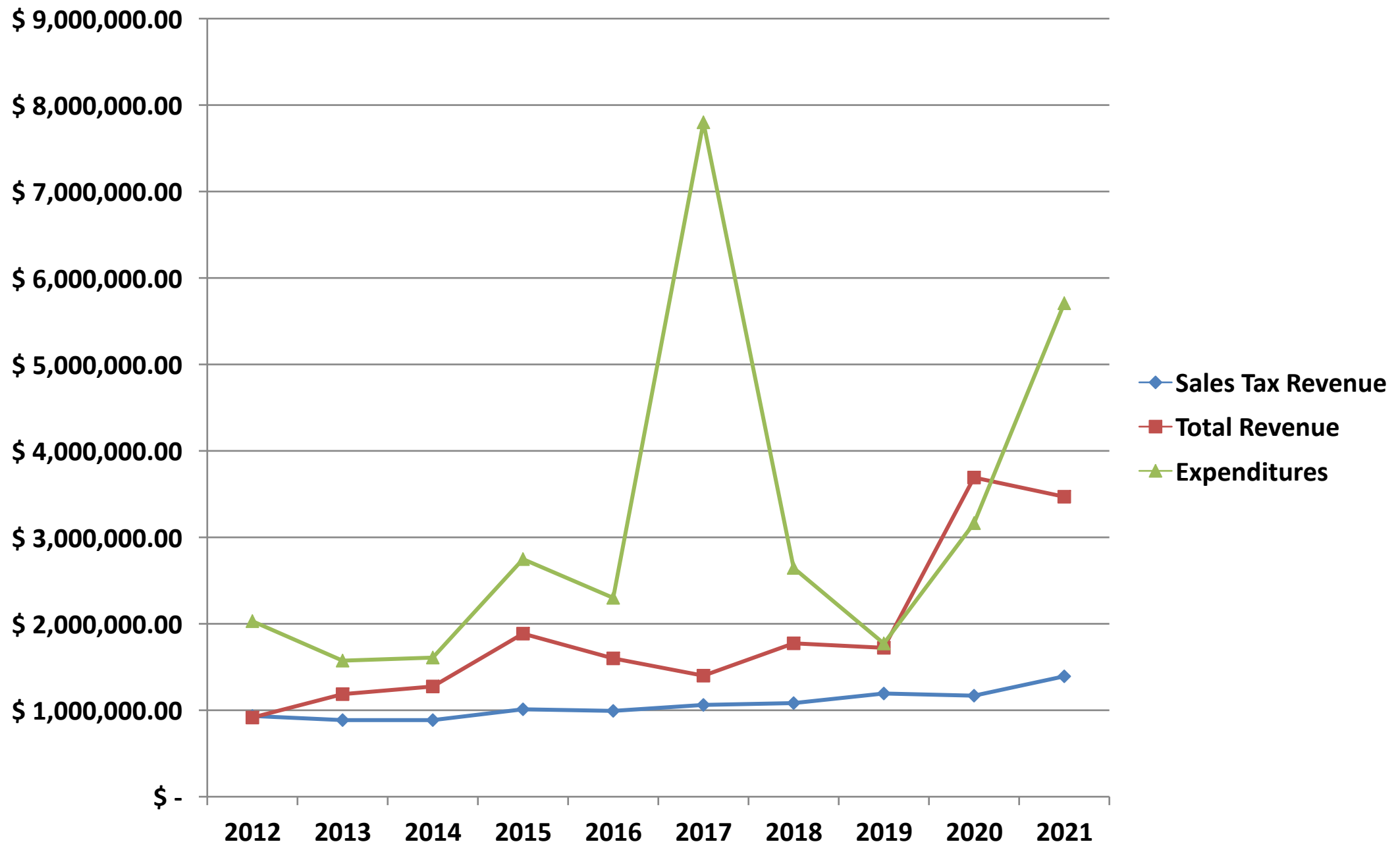
Street Improvement Fund

Street Improvement Fund

- Voter approved in 1987
- For repair, maintenance, and construction
- Current rate is .50%

SIF Issues

- Street Improvement Fund cannot keep pace with costs
- General Fund support of the SIF is not a sustainable solution
 - Budgeted transfer of \$650,000 in 2023 to the SIF
 - Average spending deficit of \$669,743.03/year since 2012 (2017 omitted from average)
- Overreliance on Grants - FMFD
- \$5,000,000 in bonds approved – interest rates a factor



Accounting

- Cannot use other funds to support General Fund
 - Parks
 - Water
 - Wastewater
 - Tourism
 - Conservation Trust Fund

General Fund Accounts

- Municipal Court
- Administrative Functions
- Police
- Senior Center
- Building and Planning
- Public Works
- Non-Departmental (RCF, Wellness Grant, Animal Shelter, Future Detox Center Payments, etc.)

General Fund Considerations

- Approximately \$9,364,090 in reserves
- Approximately \$4,358,129 required reserve – 4 months
- Require grant matches
- Major projects
- Building repairs and improvements
- Equipment

Sources of Revenue

- Property tax only affects Rifle residents
- Sales tax is paid by residents and nonresidents

City of Rifle Sales Tax

General Fund 2.0%

Parks and Recreation 1.0% - Approved by Citizens

Utilities .75%

Street Improvement - .50%

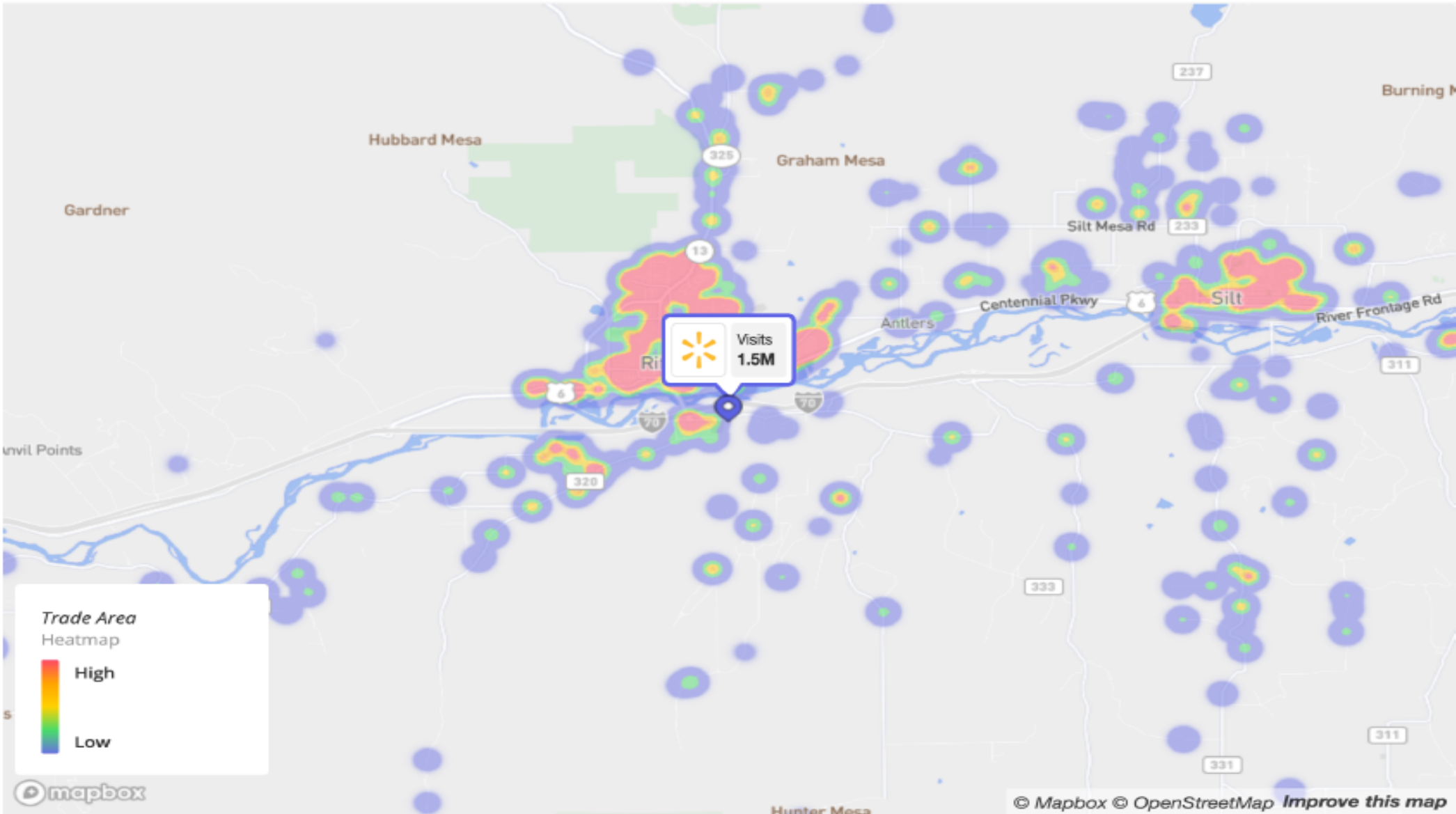
Total 4.25%

Sales Tax	
1	Parks
0.5	Streets
0.75	Water Plant
2	General Fund
2.9	State
1	County
8.15	Total Sales Tax

Property Overview

Apr 1, 2022 - Mar 31, 2023

Market Landscape



Home locations are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.



Current and Past Revenue

- Average spending deficit of \$669,743.03/year since 2012 (2017 omitted from average)
- The average deficit percentage with respect to total tax revenue is 41%, i.e. total revenue needed to be increased 41% in the years between 2012 and 2021 for a balanced budget

Year	Sales Tax Revenue	Total Revenue	Expenditures	Spending Deficit	Deficit Percentage with Respect to Total Tax Revenue
2012	\$ 934,061.00	\$ 915,738.77	\$ 2,029,959.00	\$ (1,114,220.23)	-122%
2013	\$ 886,025.00	\$ 1,186,280.00	\$ 1,573,540.00	\$ (387,260.00)	-33%
2014	\$ 886,000.00	\$ 1,274,972.00	\$ 1,608,907.00	\$ (333,935.00)	-26%
2015	\$ 1,011,090.00	\$ 1,886,064.00	\$ 2,747,858.00	\$ (861,794.00)	-46%
2016	\$ 992,594.00	\$ 1,600,000.00	\$ 2,300,000.00	\$ (700,000.00)	-44%
2017	\$ 1,061,645.00	\$ 1,400,000.00	\$ 7,800,000.00	\$ (6,400,000.00)	-457%
2018	\$ 1,082,878.00	\$ 1,774,180.00	\$ 2,645,943.00	\$ (871,763.00)	-49%
2019	\$ 1,193,780.00	\$ 1,722,257.00	\$ 1,771,928.00	\$ (49,671.00)	-3%
2020	\$ 1,168,457.00	\$ 3,691,745.00	\$ 3,163,374.00	\$ 528,371.00	14%
2021	\$ 1,392,450.00	\$ 3,469,719.00	\$ 5,707,134.00	\$ (2,237,415.00)	-64%

Asphalt

- 350 feet with curb, gutter and pipe is \$350,000.
- Mill and replace is \$120,000
 - Longer wait for mill, rises quickly towards \$600,000
 - Mill and replace – base must be good
- Concerned about 2023 increases
- Intersection project for light, street lights and sidewalk estimated (2021-2022 Prices) at \$541,276, bid at \$1,024,157 in 2023

Required Annual Costs Looking Forward

- Pavement Maintenance (10-year average = \$1,511,863.70/year)
- Admin/Design (10-year average = \$198,655.26/year)
- Traffic Signals (10-year average = \$81,818.18/year)
- Storm Drain (10-year average = \$45,000/year)
- **TOTAL = \$1,837,337.14/year total for maintenance**

Capital Expenses (Includes maintenance/Capital combined projects)

- **10-year average \$1,577,766.73/year**
 - HWY 13/30th St Intersection \$1.4M
 - Rifle Gateway \$315k
 - Fairway Avenue Extension \$1.6M
 - 5th St and Ute Ave \$650k
 - Park and Ride \$100k (remainder developer or grants)
 - Whiteriver Intersection \$2.8M
 - East Avenue 1st to 5th St \$650k
 - West 5th St Phase III \$1.1M
 - 26th St \$650k
 - West Avenue 3rd to 6th \$750k
 - Highway 13 Sidewalk \$225k
 - North I-70 Roundabout \$5.5M
 - Hospital Hill Road \$300k
 - West Second Street Sidewalk \$250k

Total Revenues Needed

- Maintenance TOTAL = \$1,837,337.14 per year
- Capital Total \$1,577,766.73 per year
- Assume **60%** grant match on capital projects (FMLD and EIAF)
- **Street Improvement Revenues needed
\$2,783,997.17**

SIF Sales Tax

- 2023 SIF Revenue Estimate is \$1,424,301
 - .50% rate
- .90% (.40% increase) \$2,563,741
- **.95% (.45% increase) \$2,706,171**
- 1.0% (.50% increase) \$2,848,602

Options

- No change
 - Cut capital projects (includes street replacements)
 - Focus on best roads while others decline
 - Does not align with recent **survey**
 - In general, only bad roads are noticed, if not repaired, it will seem like nothing is being done
 - If there is no preventative maintenance all roads will be bad
- Increase funding to a point that both capital and maintenance projects can continue (equivalent to approximately 1 cent in sales tax)
- Somewhere in between

CITY OF RIFLE, COLORADO
ORDINANCE NO. 17
SERIES OF 2023

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, TO PROVIDE FOR AN INCREASE IN SALES AND USE TAX BY 0.45% TO FUND IMPROVEMENTS TO STREETS, CURBS AND SIDEWALKS AND SUBMITTING THIS ORDINANCE FOR APPROVAL OF THE REGISTERED VOTERS OF THE CITY OF RIFLE AT THE NOVEMBER 7, 2023 GENERAL ELECTION.

WHEREAS, on July 6, 1965, the qualified electors of the City of Rifle, Colorado, approved Ordinance No. B-14, imposing a one percent (1.0%) retail sales tax; and

WHEREAS, this Ordinance is now contained and codified within Title IV, Chapter 4-2 of the Rifle Municipal Code (the “RMC”), wherein it is referred to as “Retail Sales and Use Tax”; and

WHEREAS, the Retail Sales and Use Tax was amended by the qualified electors of the City of Rifle voting on the imposition of an additional one percent (1.0%) sales tax at the regular municipal election held in September 1973; and

WHEREAS, the Retail Sales and Use Tax was further amended by the qualified electors of the City of Rifle voting on the imposition of one-half percent (0.5%) sales tax for improvements to streets, curbs and sidewalks at the regular municipal election held in September 1987 (the “Streets Tax”); and

WHEREAS, the Retail Sales and Use Tax was further amended by the qualified electors of the City of Rifle voting on the imposition of one percent (1.0%) sales and use tax at the regular municipal election held in September 2005 to fund recreation programs and facilities, parks, trails, and open space purposes; and

WHEREAS, the Retail Sales and Use Tax was further amended by the qualified electors of the City of Rifle voting on the imposition of three-quarters percent (0.75%) sales and use tax at the general election held in November 2012 to fund the construction of new water treatment facilities; and

WHEREAS, the Streets Tax has not changed for over thirty-five years and the City is unable to maintain, repair, improve and replace its street network with the revenue from the Streets Tax so the City Council desires to increase the sales and use tax by 0.45% and specifically commit those revenues for improvements to streets, curbs and sidewalks in the City; and

WHEREAS, in order to provide for those purposes, the Council has determined that it is necessary to submit to the registered voters of the City of Rifle the question of whether to amend the RMC to increase the sales tax and use tax by 0.45 %, which question will be submitted to the registered voters at the general election to be held on November 7, 2023.

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

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

Section 2. Purpose. The purpose of this Ordinance is to impose an additional 0.45 % tax on retail sales and on certain services by amending the present Retail Sales and Use Tax provisions, and to provide for the use of the proceeds thereof for improvements to streets, curbs and sidewalks.

Section 3. Subject to registered voter approval, the first clause of Section 4-2-110 of the RMC relating to the amount of sales tax imposed on the transactions set forth therein is hereby repealed and re-enacted as follows:

Section 4-2-110 Sales tax imposed upon certain transactions, property and services.

There is hereby levied a tax in an amount equal to four and seven-tenths (4.7%) of the amount of the sale, which shall be imposed upon:

* * *

Section 4. Subject to registered voter approval, subsection (a) of Section 4-2-210 of the RMC relating to the amount of use tax imposed on the transactions set forth therein is hereby repealed and re-enacted as follows:

Section 4-2-210 Use tax on certain transactions, property and services.

(a) A use tax of four and seven-tenths (4.7%) of the retail purchase price of all the tangible personal property described in this section shall be payable to and collected by the Finance Director.

Section 5. Subject to registered voter approval, Section 4-2-40(a) of the RMC is amended to read as follows:

Section 4-2-40 Tax revenues pledged for certain purposes.

(a) The proceeds of the 0.95% sales and use tax imposed by the Rifle electorate in September 1987 and November 2023 shall be accounted for separately by the City and shall be used only for maintenance, repair, replacement and improvements to streets, curbs and sidewalks.

Section 6. Effective Date. If approved as hereinafter set forth, this Ordinance and the taxes imposed hereby shall become effective for all sales which occur from and after January 1, 2024.

Section 7. Submission to Voters. This ordinance shall be submitted to, and must receive the approval of a majority, of the registered voters of the City of Rifle voting on the question of approving the foregoing amendment to the RMC regarding an increase in the sales and use tax by 0.45 % at the general election which shall be held on Tuesday, November 7, 2023. As near as practical, this election shall be held in compliance with the Colorado Municipal Election Code, as amended.

Section 8. Publication and Ballot Form. The City Clerk shall cause a notice of election for the following ballot question to be published as part of the general election publication published in The Citizen Telegram in substantially the following form at least 30 days prior to the election, on or before October 6, 2023:

NOTICE OF BALLOT QUESTION CONCERNING AN INCREASE IN SALES AND USE TAX BY 0.45% FROM 4.25% TO 4.7% TOTAL, WHICH 0.45% INCREASE SHALL BE DEDICATED EXCLUSIVELY TO FUND IMPROVEMENTS TO STREETS, CURBS AND SIDEWALKS.

NOTICE IS HEREBY GIVEN that an election will be held on Tuesday, November 7, 2023, between the hours of 7:00 a.m. and 7:00 p.m. at the polling places established for Rifle, Colorado. At this election, the following question shall be submitted to the registered voters of the City of Rifle:

- A. “SHALL THE CITY OF RIFLE SALES AND USE TAXES BE INCREASED BY NOT MORE THAN \$1,600,000 IN THE FIRST FULL FISCAL YEAR, AND BY SUCH ADDITIONAL AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER, BY AN INCREASE IN CITY SALES AND USE TAX BY 0.45% FROM 4.25% TO 4.7% TOTAL, WHICH INCREASE SHALL TAKE EFFECT ON JANUARY 1, 2024, AND WHICH REVENUES THEREFROM, TOGETHER WITH INVESTMENT EARNINGS THEREON, SHALL BE USED SOLELY TO FUND MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENTS TO STREETS, CURBS AND SIDEWALKS;**

AND SHALL SUCH REVENUES TO BE COLLECTED BY THE CITY CONSTITUTE A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY

**APPLICABLE REVENUE OR EXPENDITURE
LIMITATION IMPOSED BY ARTICLE X, SECTION 20 OF
THE COLORADO CONSTITUTION OR ANY OTHER
LAW?"**

Section 9. Application. Upon passage of this Ordinance and voter approval at the subject election, the increase in the sales and use tax shall apply to all retail sales and certain services which occur on or after January 1, 2024, as provided by C.R.S. §29-2-106(2). Upon approval of this Ordinance by the registered voters, the City Clerk shall transmit a certified copy hereof to the Executive Director of the Department of Revenue, and to the Garfield County Clerk and Recorder as provided by C.R.S. §29-2-106(7), as amended.

Section 10. TABOR Notice. At least thirty (30) days prior to the election, on or before October 6, 2023, the City Clerk shall mail at the least cost, a titled notice or set of notices addressed to "All Registered Voters" at each address of one or more active registered voters concerning the ballot question referenced in this Ordinance No. 17, Series of 2023. The notice shall be entitled **"NOTICE OF ELECTION TO INCREASE TAXES."** The notice shall also include all information required by Article X, Section 20 (3)(b) ("The Taxpayer's Bill of Rights").

INTRODUCED on August 16, 2023, read by title, passed on first reading with amendments, 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 September 6, 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



Agenda Item #10.a.

Agenda Item Name:

Report to City Manager

Presenter:

Tommy Klein, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Work Report to City Manager
08/11/2023

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. July Building Permit Information
2. Report to City Manager 08.11.2023

CITY OF RIFLE BUILDING PERMIT REPORT

July 2023

Summary (see note 1)	Total No. of Permits	Total Units *New SFD & New MFD	*New SFD Units (is not part of total permit amount)	*New MFD Units (is not part of total permit amount)	New Commercial	Other	Valuation	Use Tax Collected	Plan Review Fees	Building Permit Fees	Land Use Development Fees	Water/Sewer Fees	EQR'S
July	29	2	2	0	1	26	\$ 782,492.12	\$ 16,627.80	\$ 2,426.46	\$ 7,457.60	\$ 9,379.36	\$ 32,976.04	3.32
Year to Date	154	17	16	0	5	132	\$ 6,109,161.04	\$ 105,162.06	\$ 17,694.72	\$ 42,486.46	\$ 105,667.29	\$ 417,267.96	20.32
2022	182	6	6	0	4	173	\$ 8,296,348.25	\$ 147,887.52	\$ 63,661.23	\$ 28,012.11	\$ 22,946.58	\$ 75,932.03	11.10

Permit No	Parcel No	Date Paid	Address	Applicant	Zone	Permit Type	Valuation	Use Tax	Plan Review Fees	Building Permit Fees	Land Use Devlp. Fees	Water/Sewer Fees	EQR'S	Cert of Occupancy / Completion	Date Issued
001174	217709130017	7/13/2023	1675 Walnut Loop	JBS Construction	LDR	Residential New	\$ 294,624.35	\$ 6,260.76	\$ 1,354.37	\$ 2,083.65	\$ 4,143.87	\$ 12,094.26	1.00		
001176	217716419006	7/6/2023	820 Megan Ave	Kruger Roofing INC.	CS	Reroof	\$ 33,000.00	\$ 701.25		\$ 50.00					
001177	217717104024	7/13/2023	436 Will Ave	Big Dog Renewable Energy	LDR	Solar	\$ 62,330.00	\$ 1,324.51		\$ 500.00					
001178	217709101004	7/25/2023	1324 Arabian Ave	Grand Valley Solar LLC.	LDR	Solar	\$ 20,000.00	\$ 425.00		\$ 75.00					
001179	217716100007	7/21/2023	100 Clarkson Ave	Porticade Construction LLC.	OUT	Solar	\$ 75,000.00	\$ 1,593.75		\$ 500.00					
001180	217704303002	7/21/2023	326 W. 27th St	Porticade Construction LLC.	LDR	Solar	\$ 5,475.00	\$ 116.32		\$ 117.90					
001181	217710209054	7/21/2023	1032 E 19th St	Porticade Construction LLC.	LDR	Solar	\$ 6,570.00	\$ 139.61		\$ 133.23					
001182	217704313003	7/12/2023	2619 W Ave	Generation Solar	LDR	Solar	\$ 9,000.00	\$ 191.25		\$ 167.25					
001183	217704437026	7/21/2023	310 Evergreen Drive	Porticade Construction LLC.	MDRPU	Solar	\$ 3,285.00	\$ 69.79		\$ 87.24					
001189	217704423003	7/17/2023	355 E. 26th St	A-1 Heating and Cooling	Medium	AC/Heater Unit	\$ 8,699.12	\$ 184.83		\$ 25.00					
001191	217704426008	7/21/2023	2595 Ute Ave	Porticade Construction LLC.	Low Den	Solar	\$ 4,380.00	\$ 93.08		\$ 102.57					
001192	217710305005	7/21/2023	925 Edelweiss Court	Porticade Construction LLC.	Low Den	Solar	\$ 3,285.00	\$ 69.79		\$ 87.24					
001193	217710308007	7/21/2023	1609 Dogwood Drive	Porticade Construction LLC.	Low Den	Solar	\$ 12,592.00	\$ 267.58		\$ 217.54					
001194	217710202006	7/21/2023	1547 Graham Court	Porticade Construction LLC.	Low Den	Solar	\$ 7,665.00	\$ 162.86		\$ 148.56					
001196	217718102002	7/19/2023	2431 Pioneer Way	Dalila Pinela	LDRPUD	Porch Cover	\$ 1,500.00	\$ 31.88		\$ 54.00					
001199	217710311028	7/21/2023	1626 Dogwood Drive	Porticade Construction LLC.	Low Den	Solar	\$ 5,475.00	\$ 116.32		\$ 117.90					
001201	217709413002	7/20/2023	839 Munroe Ave	Judy Hampton	LDR	Residential IMPR	\$ 16,000.00	\$ 340.00		\$ 265.25					
001202	217718101009	7/20/2023	100 Oil Court	Superior Drywall INC.	LI	Comm. Tenant Fin	\$ 41,380.00	\$ 879.33		\$ 556.69					
001125	217715317011	7/10/2023	990 Airport Road	Micro Plastics INC.	CS	Sign	\$ 10,000.00	\$ 212.50		\$ 120.00					
001076	217709120023	07/6/2023	1351 Rifle HeightsDr	Aaron Higgins	LDR	Residential New	\$ 213,547.00	\$ 4,537.85	\$ 1,059.25	\$ 1,629.61	\$ 4,139.74	\$ 14,403.51	1.00		
001157	217709407009	7/20/2023	1137 Munro Avenue	Porticade Construction LLC.	MDR	Solar	\$ 18,630.00	\$ 395.89		\$ 302.07					
001159	217718201005	7/18/2023	110 Gas Court	TPI Industrial INC.	LI	Comm. Foundation	\$ 100,000.00	\$ 2,125.00	\$ 646.00	\$ 993.75	\$ 1,510.13	\$ 11,253.53	1.72		
001165	217704300007	7/19/2023	200 W. 20th Street C-15	Kings Crown MHP, LLC.	MDR	Deck	\$ 4,000.00	\$ 85.00		\$ 97.25					
001172	217716118002	7/19/2023	55 Clarkson Ave	JBS Construction	MDRX	Residential Add.	\$ 120,679.00	\$ 2,564.41	\$ 721.21	\$ 1,109.55	\$ 3,729.49	\$ 7,319.00	0.60		
001173	217704429046	7/19/2023	438 Columbine Dr	Renewal By Anderson	Medium	Window/Door Replace	\$ 13,774.00	\$ 292.70		\$ 234.09					
001185	217704429037	7/18/2023	402 Columbine Court	Porticade Construction LLC.	Medium	Solar	\$ 12,045.00	\$ 255.94		\$ 209.88					
001187	217704313015	7/10/2023	2706 Howard Ave	Renewal By Anderson	Low Den	Window/Door Replace	\$ 11,889.00	\$ 252.62		\$ 207.70					
001203	217715317014	7/21/2023	900 Airport Road Unit 2	GJ Sign Gallery, LLC.	CS	Sign	\$ 3,000.00	\$ 63.75		\$ 40.00					
Total =							\$ 782,492.12	\$ 16,627.80	\$ 2,426.46	\$ 7,457.60	\$ 9,379.36	\$ 32,976.04	3.32		

Valuation Statistics Total For Month		\$	782,492.12
Single & Two Family New	\$ 628,850.35	Multifamily New	\$ -
Single & Two Family Other	\$ 334,594.12	Multifamily Other	\$ -
Single & Two Family Total	\$ 963,444.47	Multifamily Total	\$ -
		Commercial New	\$ 100,000.00
		Commercial Other	\$ 41,380.00
		Commercial Total	\$ 141,380.00

*manufactured homes- SFD only if on its own lot / if in a park it will be under counted as Other

*SFD=Single Family Dwellings *2-FAM=New 2 Family (will count as a SFD) *MF=Multi- Family *Un=Units *RES=Residential *OTHER=Shed, Decks, Garages & etc. *Parcel No.=GIS use

Note 1: Total No. of permits= Total Single Family Units + Multi Family Bldg. + Commercial + Other Total Units= Single Family Units + Multi Family Units

Note 2: Building Permit Fees include Permit, Mechanical and Plumbing Fees

Notes regarding final totals

WORK REPORT TO CITY MANAGER

08.11.2023

PIO

- Continuing updates on website and social media on local issues and citizen concerns. Construction updates tend to be very popular. Thanks to Craig Spaulding for providing those updates.
- Press release regarding closure of pool for the season.

COURT

- Handled 72 adult cases and 16 juvenile cases on August 2 court day.
- Held 04 telephone hearings with inmates in custody.

POLICE

- RPD officers issued a total of 236 citations in July. Of those citations, 97 were traffic citations.
- Officers responded to 1435 calls for service in July, yielding 69 cases requiring follow-up and additional investigation.
- Officers made 40 arrests in July.

Noteworthy events in July for the Rifle Police Department.

- RPD assisted with the GarCO County Fair July 22-30 with minimal incidents during the event.

SPEAR (Special Problem Enforcement And Response) Update for July

The SPEAR team continues to work hard in Rifle and Garfield County.

- 89 incidents across Garfield County
- The team initiated 15 new cases
- Made 9 arrests
- Seized 1 firearm
- Recovered 3 stolen vehicles
- Confiscated
 - 4,147 Fentanyl pills
 - 663.6 grams of methamphetamine
 - 254.61 grams of cocaine



Agencies in Garfield County continue to seek assistance from SPEAR. SPEAR team assisted with the 2023 Garfield County Fair by adjusting their schedules and working in and around the Fair venue.

CODE COMPLIANCE

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

- CSOs issued 109 Citations in July.
- CSOs responded to 253 calls for service in July.

Offense Description	Count
Abandonment/ Inoperable Vehicles	32
Accumulation- Nuisances	9
Animal Control	15
Deposit Restrictions	1
Disorderly Conduct	1
Dumping on Property	1
Parking Violations	36
Prohibitions - Weeds & Removal	28
Streets, Streams and Water Supply	1
Trees on private property	2
Trespassing	2
Vicious & Potentially Dangerous Animals	4
Yard Sale Signs	3
Trespass Order	3
Grand Total	141

Rifle Police Department Free Tow Program

The Rifle Police Department in conjunction with the City of Rifle has offered a free tow program to residents of Rifle who have an inoperable/abandoned vehicle on their property who would like to have it removed at no charge to the Rifle resident. Participating residents would be required to hand over the title to the tow company in lieu of payment for a tow. A door tag was created, offering information about the program. CSO Lambert initially placed door hangers on 14 residences that he observed with the most and most obvious, derelict vehicles on their property. Only one resident took advantage of the program. The pushback received is the property owners believe the vehicles still hold some value to them and do not want them taken away. One owner wanted us to tow the vehicle to another property in town. One resident, who has already received a citation for junk vehicles on his property, believes he can get money for the vehicles and refused to allow them to be towed away for free. One resident did register the delinquent registrations making the vehicles legal, however the problem remains having unsightly vehicles on their property.

Under HB 1314, dubbed the “Towing Bill of Rights” it has made it difficult to tow from private property. Tow companies must give a 24 hour notice prior to towing and cannot tow for expired plates. If the vehicle is being towed, the property owner may refuse and the tow company must leave the vehicle in place and may only charge a small percentage of the tow bill, making it not lucrative for a tow company. They may tow under a police order, however, the resident will be cited and responsible for the tow bill. This seems fair, until the resident refuses to pay the tow bill and storage fees. After 30 days (police tow on private property), the tow company may apply for title and attempt to recoup their expenses. One local tow company will charge the Rifle Police Department for tows of abandoned/inoperable vehicles off of private property if the owner refuses to pay, even though they may gain title and recover expenses. Another local tow company will not charge the PD, but seek title and try to make up for the expense of the tow.

I spoke with Alan Lambert, Rifle CSO, who mainly deals with towing of abandoned/inoperable vehicles in Rifle. It is difficult to go onto someone’s private property and initiate a tow. If there is resistance, there is a myriad of reports and documentation that has to be filed with the State of Colorado to seek title for the vehicle being towed. As a matter of consistency, we also cite property owners who leave abandoned/inoperable vehicles on their property in violation of:

Rifle Municipal Code 8-2-30(b) Inoperable vehicles prohibited; penalty.

- a. No person shall knowingly leave any partially dismantled, wrecked, discarded, inoperable or unlicensed vehicle on any public property within the City.
- b. It is unlawful for any person who is the owner of any vehicle or any person who is in the charge or control of any property within the City, whether as owner, tenant, occupant, lessee or otherwise, to knowingly permit or allow a wrecked, inoperable, unlicensed or discarded vehicle to remain on such property longer than thirty (30) days; provided, however, that this Subsection shall not apply with regard to a vehicle in an enclosed building; a vehicle on the premises of a business enterprise operated in a lawful place and manner when necessary to the operation of such business enterprise; or a vehicle in an appropriate storage place or depository maintained for impounded vehicles by the City.
- c. The first time a person violates this Section in any consecutive twelve-month period shall be deemed to have committed a noncriminal offense. Every person who is convicted of, who admits liability for or against whom a judgment is entered for, this noncriminal offense shall be penalized by imposition of a fine in an amount not less than five dollars (\$5.00) and not greater than one hundred dollars (\$100.00). The Municipal Judge shall promulgate a schedule of penalties for this noncriminal offense, and said schedule shall be prominently posted in the office of the Municipal Court Clerk. Any second and subsequent violation of this Section by any person in a consecutive twelve-month period shall be deemed a Class B municipal offense. Each day or portion thereof during which such violation continues shall be deemed to constitute a separate offense.

The Rifle Police Department continues to seek alternatives to encourage citizens to take advantage of the City’s Free Tow Program. We have expanded it to invite any citizen of Rifle to participate through social media posts. We are considering opening the program to multiple vehicles from one property.



PARKS AND RECREATION/ GROUND AND FACILITIES

- We received all new equipment that was ordered except for one mower – ETA is December for the Toro 4000 to be delivered.
- Parks and Grounds and Facilities Staff rolled out new work order software that will allow us to better track tasks and staff time/parks for repairs of each location.
- We submitted a concept paper to GOCO for grant funding for the Birch Property build out. We should be hearing back if we are invited to the application portion of the process in the next couple of weeks.
- We are still working to plant 14 more trees this fall after we received a grant from the Xcel Foundation for \$6,000.
- We are now waiting for the insurance company and the forensic electrical engineer to review the claim and start the claim coverage review. We had a pool company onsite on 8/2 to determine what equipment was damaged and the replacement cost. Currently, we are looking at an estimated repair cost of \$250,000 to \$300,000, which includes about 150 labor hours for the pool company and 60 labor hours for the electrical company.
- Grounds and Facilities staff, have been working closely with contractors on the Phase 3 project for City Hall.
- A main irrigation line break in the cemetery caused a portion of the asphalt road to be removed for repair, and staff completed that work on 8/10. O&M staff will assist in the patching of the road.

ADMINISTRATION

- Congratulations to the Public Utilities team members that have recently obtained certifications and licenses!
 - **Trish Fettig** passed an exam and a practical to obtain her Backflow Testing Certification.
 - **Adam Mackley** passed his A Waste Water License exam.
 - **Keith Pulliam** passed his B Water License exam.
- Bidding for the trash and recycling contract ends on August 11. More information to follow.
- Our Citizens' Academy begins on September 7 and will run through November 9. Meetings begin at 6:00 pm. The academy is free to the public. Preference is given to citizens that reside in the city limits of Rifle.