CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

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

5:30 PM - Workshop Meeting

Discussion and Review

a. Receive Presentation Regarding the Colorado River Valley Economic Development Partnership (CRVEDP) and Rifle Regional Economic Development Corporation (RREDC)

b. Discuss Additional Funding for RFTA

c. Discuss Ordinance Requiring Future Police Chiefs to Reside Within City Limits

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 City Manager Employment Agreement Renewal

   5.b. Consider Minutes of the October 4, 2023, Regular Meeting

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

   5.d. Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough
6. **Action, if any, on Workshop Items**
7. **Presentation**

   7.a. Presentation for Promotion to Corporal for Kalob Foreman
8. **Regular Agenda**

8.a. Consider Contract Renewal with GovOS (MUNIRevs) for Sales Tax Collection Software

8.b. Consider a Request to Increase 2024 Funding for RFTA

8.c. Consider Approval of Rifle Regional Economic Development Corporation (RREDC) Membership Dues

8.d. Consider Awarding the Contract for the Rifle Gateway Traffic and Pedestrian Improvements to Johnson Construction

8.e. Consider Agreement with Harris Kocher Engineering Group, Inc. for Concept Design of the Park Ave Bridge

8.f. Consider Agreement with SGM for the Railroad Avenue Bridge Rehabilitation Design

8.g. Consider Approving Resolution No. 28, Series of 2023 - Assigning ARPA Funding to Projects

8.h. Consider Agreement with JVA for Supplemental Environmental Project Consultation

9. Administrative Reports

9.a. Report to City Manager

10. Comments from Mayor and Council

11. Adjournment

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #a.

Agenda Item Name:
Receive Presentation Regarding the Colorado River Valley Economic Development Partnership (CRVEDP) and Rifle Regional Economic Development Corporation (RREDC)

Presenter:
Alicia Gresley

Item Description:
Receive Presentation Regarding the Colorado River Valley Economic Development Partnership (CRVEDP) and Rifle Regional Economic Development Corporation (RREDC)

Recommended Action:
None required. Staff recommends funding both organizations in the future.

Fiscal Impact:
None

Operational Impact:
None

Prior Board Motions:
None

Background Information:
The RREDC (Rifle Regional Economic Development Corporation) has taken steps to assist the CRVEDP (Colorado River Valley Economic Development Partnership) with funding and by being the fiduciary. The RREDC is a registered 501 (c) and the arraignment is beneficial for CRVEDP.

The CRVEDP is a joint effort between New Castle, Silt, Rifle, Parachute, and the Aspen Foundation to bring employment opportunities to western Garfield County. (Bringing jobs closer to home.) The group is also focused on how we can help existing businesses in our area become more successful. Since its inception, additional organizations have joined the group. On Mountain Time is working with the RREDC to create a strategic plan for CRVEDP. The group has transitioned from a concept to becoming a formal organization.

Staff recommends funding both organizations in the future. Staff set aside $30,000 to fund the RREDC and $30,000 to fund the CRVEDP in the 2024 budget contingent upon Council approval.

Executive Summary:
Please see the background information.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
1. CRVEDP Rifle 2024 Investment

COLORADO RIVER VALLEY ECONOMIC DEVELOPMENT PARTNERSHIP

Parachute • Battlement Mesa • Rifle • Silt • New Castle • Garfield County

BETTER JOBS CLOSER TO HOME

Partnership update - how the City of Rifle’s investment in the CRVEDP will have an impact on the region’s economy

WHAT IS CRVEDP

- 4 town/city managers came together to commit to a regional approach to Economic Development.
- Rising tide lifts all boats; need to work together to develop short and long term strategies to diversify economy in our region
- Invested partners include Hurst Initiative, Colorado Workforce, AGNC, area business partners, Colorado Mountain College, SBDC, OEDIT
- Provide resources and assistance to existing local business to help them grow and prosper.
- Regional approach and promotion better suited to attracting new businesses

CRVEDP VISION

Bringing Better Jobs Closer to Home

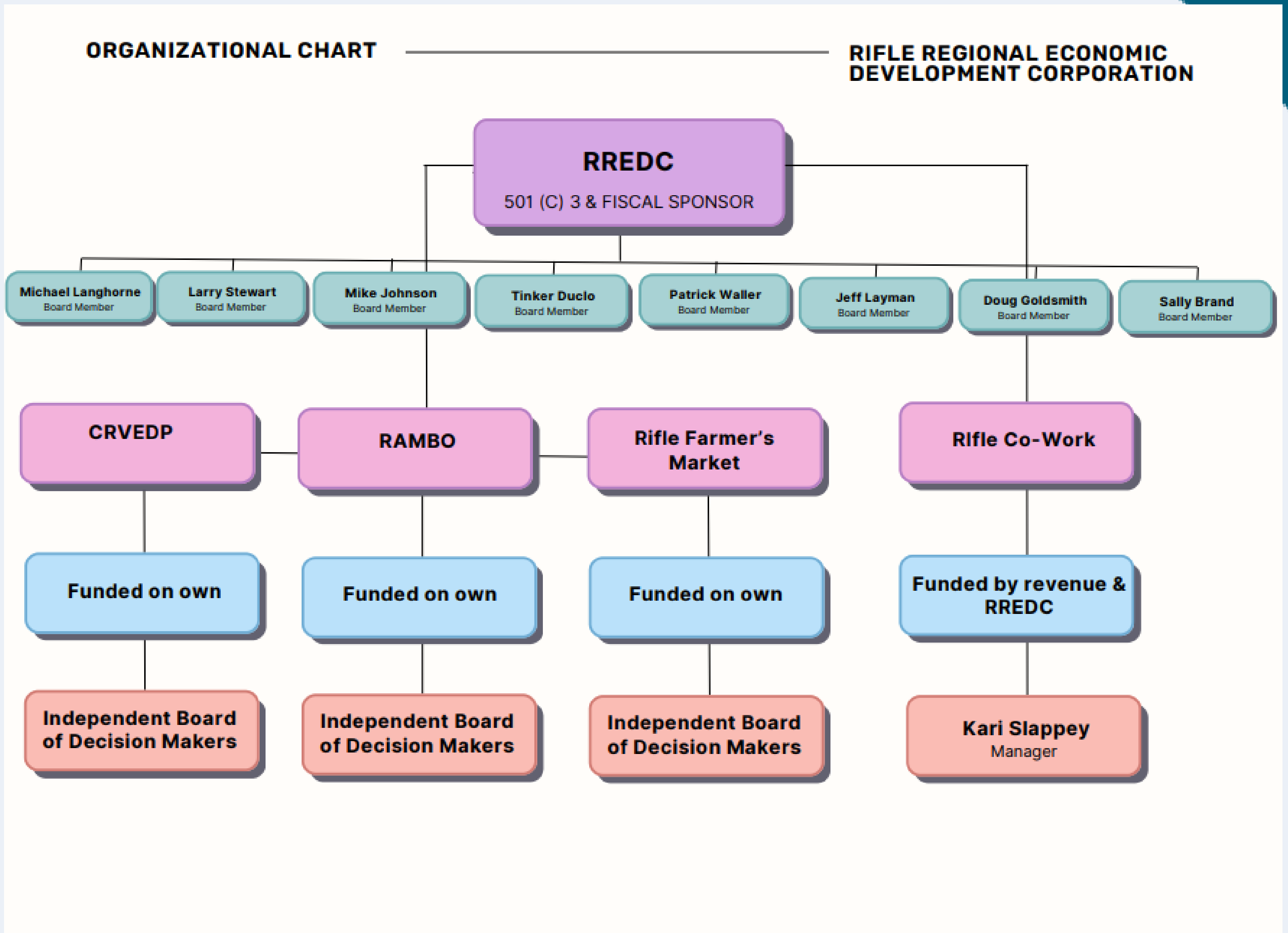
- Region needs to diversify economy and not rely on one industry
- County GDP decreased in 2021 & is stagnant over the past 10 years due to volatility of Oil and Gas
- How to increase local sales taxes, support local business, work where you live, spend/shop where you live
- Increase civic capacity & allow for more time spent in own community rather than commuting

HELLO EVERYONE!

- Alicia Gresley with On Mountain Time, a local small business consultant hired in August 2023 to help organize and establish the group. $3000 per month part-time retainer, 20 hours per week, 6 month contract
- Proposed goals and outcomes (bold means in progress or completed):
  - Establish members, rules and norms for committee, document and manage.
  - Establish individual and common goals for the committee, document and manage.
  - Facilitate data collection & strategic planning session if desired
  - Produce informational packet to provide to town and city council members for approval and potential funding.
  - 1:1 meetings with a representative from each location to document their specific wants and needs for economic development.
  - Facilitate all meetings including producing minutes, financial reports, committee decisions and any and all business requirements.
  - Manage fiscal duties under the direction of the committee and RREDC board
  - Apply for grants as directed by committee and complete necessary grant follow up requirements
  - Produce any necessary documents for committee including annual reports, promotional material.
  - Attend functions, meetings and trade shows under direction of the committee
  - Manage website and social media for CRVEDP
  - Assume duties of recruiting a full time director if requested by the committee

FINANCIAL UPDATE

- CRVEDP is a committee under the fiscal sponsor RREDC (holds the 501 (c) 3)
- RREDC invested initial $30,000 over two years in to the CRVEDP account to help get established
- Future funds need to come from municipalities and regional investors
- Have applied for 2 grants so far and were recently awarded $2500 from one! AGNC working on other grants to assist with data acquisition and strategic planning
- Grants are not guaranteed, need working capital to ensure committee can continue to build programs, hire a director and operate website/promote region
- All municipalities are being asked to invest and other regional entities are committing. Garfield County recently assigned Fred Jarman to the voting committee; Garfield County Libraries will likely be investing



SHORT TERM GOALS - 2024

ASSIST EXISTING LOCAL BUSINESSES

- Hire & retain employees in today's market
- Resources to develop business
- Survey to understand business needs and challenges
- Promote benefits of working where you live

UNDERSTAND CURRENT ECONOMIC ASSESTS

- Need to know current economic landscape status
- Sourcing company for data collection
- Obtain funding through grants & investment to generate data

STRATEGIC PLANNING & PROGRAM DEVELOPMENT

- Use data to develop short and long term strategies for economic development.
- Develop programs to assist current business
- Develop regional brand and web presence

CRVEDP VOTING BOARD

- By-Laws and Code of Ethics adopted October 2023; built off similar EDP throughout Colorado
- Each municipality has 2 seats a public and private; 5 seats available for regional partners

CURRENT VOTING BOARD
Rifle: Tommy Klein, Michael Langhorne
New Castle: Dave Reynolds, TBD
Silt: Jeff Layman, Cole Beurger
Parachute: Travis Elliott, TBD
Regional: Paige Haderlie Property Professionals, Tiffany Pehl AGNC, Tinker Duclo CMC, Jamie LaRue Garfield County Libraries, Fred Jarman Garfield County

INVESTMENT

WHERE RIFLE 2024 INVESTMENT WILL BE SPENT

DATA, SURVEYS, STATISTICS & PLANNING

In order to pay for services such as collecting and reporting out on regional data CRVEDP needs funds to commit. Partners already engaged include CSU for an economic impact study, Dr. Nathan Perry Professor with CMU, TPS Consulting, Community Builders.

WEB PRESENCE

Build out current website to accurately reflect the region & goals as well be a landing spot for resources and new business.

WHY INVEST IN CRVEDP

In today's economic environment it is important to work together and pool resources and funds to help grow the regional economy. Combined with funds from other investors, funding from the City of Rifle will assist in developing the CRVEDP and programs that benefit the economy in the city and the region as a whole.

PROGRAMS FOR BUSINESS

- Business education & acumen
- Local job fair
- Access to financial resources

WEB PRESENCE

- Hosting and maintaining web presence
- Developing a website
- Managing inquiries and promoting region

DATA AND PLANNING

- Complete strategic plan to have goals for future
- Collect accurate data
- Use facts to form plans

THANK YOU FOR LISTENING & YOUR TIME

Reach out for any questions.

WEBSITE

www.crvedp.org

EMAIL ADDRESS

alicia@livingonmtntime.com

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #b.

Agenda Item Name:
Discuss Additional Funding for RFTA

Presenter:
Tommy Klein, City Manager

Item Description:
Discuss additional funding for RFTA

Recommended Action:
None

Fiscal Impact:
None unless approved by Council during the regular meeting.

Operational Impact:
None

Prior Board Motions:
None

Background Information:
The City provides RFTA $20,000 per year and this amount is included in the 2024 draft budget.

Executive Summary:
Director Dan Blankenship of RFTA emailed the manager on Saturday, October 7, requesting an increase in the amount of support the City provides to RFTA from $20,000 to $40,000. Mr. Blankenship noticed that the City is funding PATS $40,000 in our 2024 budget. Blankenship indicated that ridership for the Hogback route has increased significantly. In 2019, ridership was 102,222 and the "forecasted ridership for 2024 is 190,078, an 86% increase."

The Hogback route serves Glenwood, New Castle, Silt, Garfield County, and Rifle. A bus stop situated in Glenwwod and New Castle has 44 stops per day (22 west and 22 east). Bus stops for Silt, Cottonwood, and Rifle are serviced 20 times per day, focusing primarily on the morning and evening rush hours. From west to east, the stops on the Hogback route are:

Glenwood
Glenwood 27th Street Station
Grand Avenue and 20th Street
Grand Avenue and 14th Street

9th Street and Colorado Avenue
8th Street and Pitkin Avenue
Glenwood Recreational Center
Glenwood Meadows
West Glenwood Park and Ride

New Castle
New Castle Park and Ride
Main and 6th
Silt
Highway 6 and Lyon Boulevard
Silt Firehouse - CRFR Station 61
Garfield County
Cottonwood
Rifle
Rifle Park and Ride
Railroad Avenue and 5th Street
Rifle Metro Park (Skate Park)

Metro Park is serviced at the following times.
East-to-west stops:
5:15 a.m.
6:15 a.m.
6:45 a.m.
7:45 a.m.
9:15 a.m.
4:15 p.m.
5:15 p.m.
6:15 p.m.
7:15 p.m.
8:15 p.m.

West-to-east stops:
6:24 a.m.
7:24 a.m.
8:54 a.m.
3:54 p.m.
4:54 p.m.
5:54 p.m.
6:54 p.m.
7:54 p.m.
8:54 p.m.
9:54 p.m.

The fare for a ride within a zone is free. Travel between zones is $2.00 for the first zone and $1.00 for each additional zone. A zone is generally equivalent to a municipality. Cottonwood is in the same zone as Rifle. Travel within a municipality is free. The fare from Rifle to Silt is $2.00 and from Rifle to New Castle would be $3.00.

Notification Requirements:

None

Prepared By:
Tommy Klein, City Manager

Attachments:
None

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #c.

Agenda Item Name:
Discuss Ordinance Requiring Future Police Chiefs to Reside Within City Limits

Presenter:
Tommy Klein, City Manager

Item Description:
Discuss Ordinance Requiring Future Police Chiefs to Reside Within City Limits

Recommended Action:
Discussion only at this time.

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
An ordinance requiring that the police chief reside in the city limits was removed from our code several years ago. A previous chief wanted to reside outside of the City Limits and Council honored his request to alter the code.

Executive Summary:
An ordinance requiring that the police chief reside in the City Limits was removed from our code several years ago. A previous chief wanted to reside outside of the City Limits and Council honored his request to alter the code.

In the event of an emergency, the chief must be able to respond to manage the situation. Travel can become very difficult during inclement weather and a chief that resides outside of the City Limits may not be able to respond and fulfill their duties. If Council concurs, an ordinance will be presented at a regular meeting at a later time. The ordinance will not affect the living arrangements of the current chief of police.

Currently, our code requires that the city manager reside in the City Limits. The planner, engineer, and chief must reside within 25 miles.

Notification Requirements:

N/A

Prepared By:
Tommy Klein, City Manager

Attachments:
None

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #5.a.

Agenda Item Name:
Consider City Manager Employment Agreement Renewal

Presenter:
James S. Neu, City Attorney

Item Description:
City Manager Employment Agreement Renewal

Recommended Action:
Move to approve the City Manager Employment Agreement Renewal

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
See Below

Executive Summary:
The City Council reviewed the City Manager's performance at its last meeting on October 4, 2023, and directed staff to renew his employment contract with the City. It is enclosed for your approval. The contract is in the same form as the initial contract with a revised two-year term from September 16, 2023, to September 15, 2025. The salary remains dictated by the City's adopted Compensation Plan with the current 2023 salary stated in the Contract. Compensation shall be reviewed annually with the City's normal budget cycle and pursuant to the City's adopted compensation plan; provided, however, any wage adjustments to City employees will also apply to the City Manager's salary.

Notification Requirements:
N/A

Prepared By:
Misty Williams, City Clerk

Attachments:

1. 20230915-Rifle City Manager Contract

EMPLOYMENT AGREEMENT
CITY MANAGER OF THE CITY OF RIFLE, COLORADO

THIS AGREEMENT is made and entered into between the CITY OF RIFLE, COLORADO ("Employer" or the "City"), and THOMAS KLEIN ("Employee" or "City Manager") effective this 15th day of September 2023.

RECITALS

WHEREAS, Employer is a Colorado home rule municipal corporation and is desirous of appointing Employee to serve as City Manager pursuant to Section 6.2 of the City of Rifle Home Rule Charter; (the "Charter"); and

WHEREAS, Employee is qualified to serve as City Manager and desires to enter into this Agreement on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS & CONDITIONS

SECTION ONE – EMPLOYMENT

1.1 Employer hereby agrees to employ Employee as City Manager, and Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice, and direction of Employer.

1.2 This Term of Employee's employment as City Manager under this Agreement shall commence September 16, 2023. Pursuant to Article 6 of the Charter and Chapter 2, Article 3 of the City of Rifle Municipal Code (the "Code"), the City Manager serves as the chief administrative officer of the City and is directly responsible to the City Council for the administration of the City. All City Council direction to the City shall be through the City Manager. The City Manager shall report to and serve at the pleasure of City Council.

1.3 Employee shall perform all duties required of the City Manager by Section 6.4 of the Charter, the City Code, City Personnel Manual, and as requested by City Council. Employee shall also be responsible for performance of duties set forth in Section Two below and such other legally permissible and proper duties and functions as may be assigned from time to time by the City Council.

1.4 Employee is an exempt employee without set hours of work, but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. Employee may engage in such activities as teaching, writing and professional consultation, so long as the activity does not conflict with the interests of the City.

SECTION TWO – DUTIES

Employee shall have the power and duties set forth in Section 6.4 of the Charter and such other powers and duties as are now or may hereafter be prescribed by state law, the Charter, and the ordinances of the City. Such duties shall include, but not be limited to, the following:

(A) Those duties specifically enumerated in Section 6.4 of the Charter.

(B) Efficient day-to-day administration and operation of the City, including supervision and control over all City departments.

(C) Provide for the sound financial operation of the City, and the preparation and presentation to the City Council of an annual budget, as well as the provision of regular updates to the City Council as to the financial condition of the City.

(D) Develop and maintain good relationships with other municipal, county, state, and other governmental jurisdictions, local businesses, educational institutions, and local non-profit organizations supporting the City's mission and purpose.

(E) Acting as spokesperson for the City's positions and policies to media representatives, elected officials, and the public at large.

(F) Enforce all terms and conditions imposed in favor of the City or its inhabitants in the Charter, Code, adopted ordinances, contracts, or public utility franchises, and upon knowledge of any violation thereof, report the same to the City Council for such action and proceedings as may be necessary.

(G) Attend City Council meetings and participate in discussions with the City Council in an advisory capacity.

(H) Perform all additional duties as may be reasonably designated by the City Council.

SECTION THREE – TERM OF EMPLOYMENT

3.1 The term of this Agreement shall be for 24 months from September 16, 2023, to September 15, 2025, subject to annual appropriation in the City's normal budget process at the salary stated in Section Four, below. Employee's work performance shall be reviewed at least annually.

3.2 Employee agrees to remain in the exclusive employment of Employer during the initial term of this Agreement and any additional terms unless prior written permission is granted by Employer. Employee shall devote all of Employee's professional time, attention, knowledge, and skills solely to the business and interest of Employer. Employer shall be entitled to all of the benefits arising from or incident to all work, services, and advice of Employee, and Employee shall not, during the term of this Agreement, maintain other employment except as provided in Section 1.4.

SECTION FOUR – SALARY AND BENEFITS

4.1 Compensation. City agrees to pay Employee for services rendered pursuant hereto, an annual base salary of $153,217.00 per calendar year, payable in installments at the same time as other employees of the City are paid. Compensation shall be reviewed annually with the City's normal budget cycle and pursuant to the City's adopted compensation plan; provided, however, any wage adjustments to City employees will also apply to Employee's salary. Employee acknowledges and agrees that the total compensation to Employee may not exceed 105% of the average of the total compensation paid to City Managers of the approximate population of the City.

4.2 Automobile. Employee shall have use of a City fleet automobile of his choosing for professional and incidental personal use in conjunction with work travel.

4.3 Benefits. Employer shall provide Employee with health, retirement, paid leave and other employment benefits offered to its full-time supervisory employees as set forth in its Personnel Manual that have completed 15 years of service with the City (currently 7.69 hours of vacation accumulating each pay period with a maximum accrual balance of 400 hours), as such manual may be amended by the City Council from time to time. Employee currently obtains health insurance from an outside provider, and for as long as that continues, the City shall pay Employee a health insurance allowance in the amount the City would otherwise pay for health insurance for full-time employees at the coverage level of Employee plus qualifying dependents on its group plan.

4.4 Equipment: The City agrees to budget and pay for a cell phone and laptop computer for the Employee. Equipment shall be used primarily for business purposes, but may be used for personal use. The Employee agrees to provide the corresponding contact number to all Council members, department heads, and Employee's office staff. The Employee agrees to provide calendar information to the Employee's office staff.

4.5 Reimbursement expenses: The City shall reimburse, or may pay in advance, reasonable job-related expenses Employee incurs while performing City Manager duties as budgeted.

SECTION FIVE – TERMINATION AND SEVERANCE PAY

5.1 For the purpose of this provision, termination shall occur whenever the majority of the City Council votes to terminate Employee at a duly authorized City Council meeting.

5.2 In the event Employee is terminated by Employer prior to the end of the contract term without cause and Employee is willing and able to satisfactorily perform the duties of City Manager at the time of termination, City shall pay Employee a sum equal to three times the Employee's monthly gross salary, plus all accrued and unused vacation time at the current rate of pay, plus a sum equal to three months of COBRA coverage comparable to the insurance benefits provided to Employee at the time of termination.

5.3 Any severance pay to be paid under the terms of this Agreement shall be paid in monthly installments or as a lump sum, at Employee's discretion.

5.4 Any severance payment made under any provision of this Agreement shall be contingent on Employee's execution of a full and complete waiver and release of claims or actions arising out of Employee's employment, or termination thereof. No severance payments shall be made under this Agreement until after expiration of any statutory period of revocation to which Employee might be entitled.

5.5 If Employee is terminated for cause, Employer is not obligated to pay severance under this Section. For purposes of this Agreement, the following shall constitute "cause" termination: (1) conviction associated with the commission of a crime of moral turpitude such as an act of fraud or a crime of dishonesty; (2) any felony conviction; (3) willful violation of City policy; (4) negligence or willful malfeasance of Employee's duties and responsibilities required under this Agreement; or (5) Employee's prolonged unexcused absence from employment (other than by reason of disability due to physical or mental illness).

5.6 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Employee's power to resign at any time from this position. If Employee resigns, Employer is not obligated to pay severance. In the event Employee desires to resign from the City Manager position, Employee shall give the City 30 days' written notice in advance, unless the City Council otherwise agrees.

SECTION SIX – PROFESSIONAL DEVELOPMENT

Subject to such amounts as may be budgeted and appropriated by the City in its sole discretion, the City agrees to pay the dues, registration fees, travel, and subsistence expenses of Employee for professional and official memberships, travel, meetings, and occasions adequate to continue the professional development of Employee and to pursue necessary official and other functions for the City as may be determined and approved by the City.

SECTION SEVEN – RESIDENCY

Pursuant to Section 6.2 of the Charter, Employee shall reside within the corporate limits of the City, as they exist from time to time.

SECTION EIGHT – ADDITIONAL PROVISIONS

8.1 The text herein shall constitute the entire Agreement between the Parties and supersedes all prior agreements.

8.2 The Agreement is personal to each of the Parties hereto and neither Party may assign nor delegate and of its rights or obligations hereunder without first obtaining written consent of the other Party.

8.3 Any promises or covenants of the City pursuant to this Agreement requiring the payment or disbursement of any money by the City shall be subject to annual budgeting and appropriation.

8.4 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

8.5 This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

8.6 Any dispute between the Parties arising out of this Agreement shall be resolved by the filing of an action in Garfield County, the Parties waiving their right to trial by jury and to appeal the determination of the trial judge other than for judicial misconduct. The prevailing party in such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees.

IN WITNESS WHEREOF, the Parties have agreed to and executed this Agreement to be effective the day and year first written above.

EMPLOYER:
CITY OF RIFLE, COLORADO

____
Ed Green, Mayor

ATTEST:

____
City Clerk

EMPLOYEE:

By: ____________________________________
Thomas Klein

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #5.b.

Agenda Item Name:
Consider Minutes of the October 4, 2023, Regular Meeting

Presenter:
Misty Williams, City Clerk

Item Description:
Consider Minutes of the October 4, 2023, Regular Meeting

Recommended Action:
Move to approve the minutes of the October 4, 2023, City Council Regular Meeting

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
Minutes of the October 4, 2023, Regular Meeting

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. 10.04.2023 DRAFT Minutes

RIFLE CITY COUNCIL

REGULAR MEETING

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

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

Present at Roll Call:
Mayor Ed Green, Councilor Brian Condie, Councilor Alicia Gresley, Councilor Chris Bornholdt, Councilor Clint Hostettler and Councilor Sean Strode.

Councilor Sean Strode moved to excuse Councilor Joe Carpenter from tonight's meeting; seconded by Councilor Clint Hostettler.
Roll Call: Yes - Alicia Gresley, Sean Strode, Chris Bornholdt, Brian Condie, Clint Hostettler, and Ed Green.
No – None.

Others Present:
City Manager Tommy Klein, City Clerk Misty Williams, City Attorney Jim Neu, Rifle Cable 10 Manager (RCTV) Michael Churchill, Lieutenant Mike Kuper, Wastewater Plant Supervisor Jared Emmert, Public Works Director Brian Prunty, Parks and Recreation Director Austin Rickstrew, Finance Director Scott Rust, Youth Zone Data & Development Specialist Ali Naaseh Shahry, Aaron Badalato, and Brewzone Philly Bistro owner Richard Lynch.

PUBLIC COMMENT
No public comment was heard.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

A. Consider Declaring Jacobsen Mower as Surplus
B. Consider Minutes of the September 20, 2023 Regular Meeting
C. Consider Liquor License Renewal for Rifle Bar, LLC dba Rifle Bar
D. Consider Liquor License Renewal for Lilly's Kitchen Corporation dba Lilly's Kitchen

Councilor Clint Hostettler moved to approve Consent Agenda Item A, B, C, and D; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Clint Hostettler, Brian Condie, Sean Strode, Chris Bornholdt, Alicia Gresley and Ed Green.
No – None.

PRESENTATION
Receive Update from YouthZone
Data & Development Specialist Ali Naaseh-Shahry provided an update on the organizations impact to the community. Ali stated the organizations main goal is to intervene with youth who exhibit risky disruptive or criminal juvenile behaviors. The organizations district serves communities from Aspen to Parachute. The presentation provided by Ali included the explanation of the clients screening process, list of programs and services, program cost and scope of services, barrier focus, organizations demographics, and the percentages of clients being reached through the YouthZone organization as a whole, Garfield County and City of Rifle.

Data & Development Specialist Ali Naaseh-Shahry answered questions for Council.

PUBLIC HEARING
(Acting as Liquor Licensing Authority) Public Hearing – Consider Application by Brewzone Bistro, LLC dba Brewzone Philly Bistro for a Hotel & Restaurant Liquor License at 119 West 3rd Street, Rifle.

Mayor Ed Green opened the public hearing.

Applicant Richard Lynch was sworn in and presented the Hotel & Restaurant application for Brewzone Bistro, LLC dba Brewzone Philly Bistro located at 119 West 3rd Street Rifle, CO.

City Clerk Misty Williams provided an overview of the Hotel & Restaurant liquor license application received on August 14, 2023 for Brewzone Bistro, LLC dba Brewzone Philly Bistro. The public hearing for this application was properly noticed, the application is complete, the appropriate fees have been paid and a petition that reflected the neighborhood's needs and desires was also submitted. This application was submitted to the State of Colorado Liquor Enforcement Division on August 15, 2023 for concurrent review. The applicant has also submitted an affidavit of surrender license for the Malt Beverage Sales Room liquor license for the Brewzone Brewery located at 139 West 3rd Street. The State does not allow both licenses to be active at the same time. Inspection of the premise will be conducted before the license is issued. Staff recommends approval of the Hotel & Restaurant application for Brewzone Bistro, LLC dba Brewzone Philly Bistro Restaurant.

No public comments were heard.

Brewzone Bistro, LLC applicant Richard Lynch answered questions for Council.

Mayor Ed Green closed the public hearing.

Councilor Sean Strode moved to approve the new Hotel & Restaurant Liquor License application for Brewzone Bistro, LLC dba Brewzone Philly Bistro located at 119 West 3rd Street; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Ed Green, Alicia Gresley, Sean Strode, Brian Condie, Chris Bornholdt and Clint Hostettler.
No – None.

REGULAR AGENDA

Presentation of the 2024 Proposed Budget

Finance Manager Scott Rust provided a presentation of the 2024 proposed budget. In compliance with the statutory obligations to present the 2024 Budget review, presentation included the 15 funds throughout the City of Rifle Governmental & Proprietary Categories. Budget Priorities, Revenue, and Expenditures were discussed. The 2024 proposed budget includes a wide range of project carry forwards, grants, and capital investments such as the Park-N-Ride project, Railroad 5th - 9th Street project, Moki & Arnold Playground Replacement, Water & Wastewater projects, IT Projects, and Fleet Replacement.

Printed copies of the 2024 proposed budget will be made available for public review.

Public Hearing will occur on November 15, 2023.

Comments were heard from Councilors.

Consider Approval of Contract for Demolition of the Graham Mesa Water Treatment Plants

Public Works Director Brian Prunty presented a request to consider contract approval for the demolition of the Graham Mesa Water Treatment Plants. These plants were built in the 1950's & 1970's era and due to the deterioration over the years it has become a health and safety concern in the community. Demolition of the on-site structure is needed and preparation of the property for sale is the best avenue for the property at this time. Bids were advertised through BidNet Direct and two bids were received. The two bids received were from Johnson Construction, Inc. coming in at $1,100,000.00 and Martinez Western Constructors coming in at $676,504.00. This project is to be funded by the Water Fund Operational Expenditure account, which will be refunded with proceeds from the sale of the property. Staff recommends awarding the demolition contract of the Graham Mesa Water Treatment Plants to Martinez Western Constructors for $676,504.00 plus $73,496.00 for contingency costs with a total of $750,000.00.

Councilor Sean Strode moved to approve a contract with Martinez Western Constructors for the Graham Mesa Water Treatment Plant demolition for $750,000.00; seconded by Councilor Brian Condie.
Roll Call: Yes - Brian Condie, Alicia Gresley, Ed Green, Chris Bornholdt, Clint Hostettler and Sean Strode.
No – None.

Consider Awarding the Dog Park Construction Project at Deerfield Park to Tally Ho Construction

Parks and Recreation Director Austin Rickstrew presented a request to consider awarding the Dog Park Construction Project at Deerfield Park to Tally Ho Construction. After a community survey that was held early spring of 2023, the need for an off-leash dog park within city limits was highly requested. The Parks and Recreation Advisory Board worked with Parks and Recreation staff to determine the best location for a dog park. A consensus was made that the most cost-effective option would be at Deerfield Park. City Staff also worked in getting a full design completed in April that included four divided areas for dogs, an ADA accessible water fountain and ADA walking ramps. Bids were requested through BidNet and three bids were received from Tally Ho Construction, Gould Construction and Heyl Construction. Tally Ho Construction's bid came in the lowest and offered the fastest completion timeframe.

Construction of project will begin on October 11, 2023 with an anticipated completion date of November 30, 2023.

Parks and Recreation Director Austin Rickstrew answered questions for Council.

Councilor Brian Condie moved to approve the Dog Park Construction project at Deerfield Park to Tally Ho Construction in the amount of $136,203.00; seconded by Councilor Clint Hostettler.
Roll Call: Yes - Alicia Gresley, Sean Strode, Chris Bornholdt, Brian Condie, Clint Hostettler, and Ed Green.
No – None.

Consider Approval of the Waste Water Treatment Plant Makeup Air Unit Replacement
Interim Utilities Director Jared Emmert presented a request to consider approval of the Waste Water Treatment Plant Makeup Air Unit Replacement. Heating and ventilation was originally provided for the Headworks Building by two Ares makeup air units. During the spring of 2023 one of the two makeup air units that supply ventilation and heat to the wastewater treatment plant Headworks Building failed and the other unit is unreliable, with no available parts for repairs. Since the original unit is no longer manufactured or supported, the entire unit needs to be replaced. An RFP was published on BidNet in August and no proposals were received by the closing date in September. Local mechanical firms were contacted about the project. Grand Mesa Mechanical, Inc. provided a quote for the project to replace both units for less than the original estimation to replace one unit. Staff recommends approval of the Wastewater Treatment Plan Makeup Air Unit replacement for a total cost of $109,046.00.

Councilor Clint Hostettler moved to approve Grand Mesa Mechanical, Inc. to replace two makeup air units for a total cost of $109,046.00; seconded by Councilor Sean Strode.
Roll Call: Yes - Clint Hostettler, Brian Condie, Sean Strode, Chris Bornholdt, Alicia Gresley and Ed Green.
No – None.

Consider Approval to Purchase Axon Body-Worn Cameras and Docking Stations
City Manager Tommy Klein presented a request to consider approval to purchase Axon Body-Worn Cameras and Docking Stations for the Rifle Police Department. The police department was recently awarded a COPS Technology grant in the amount of $317,000.000. The Axon cameras were requested on the grant application that was submitted by Sustainable Strategies (S2). Obtaining Axon cameras and equipment will make our systems compatible with those of the Garfield County Sheriff's Office and assist the District Attorneys' Office by standardizing the video systems and formats. This purchase order includes In-Car Cameras, 23 Axon Body Worn Cameras and 3 Multi Bay Docking Stations. Staff is seeking approval to continue with the overall purchase over the next three years for a total amount of $317,000.00. Lieutenant Mike Kuper explained the various upgrades and uses of the Axon body worn and in-car cameras. The new cameras will replace the current Axon Taser cameras being used by the Rifle Police Department. The Axon body worn cameras will be implemented early November and the in-car cameras will be implemented when received in 2024.

Lieutenant Mike Kuper answered questions for Council.

Councilor Sean Strode moved to approve the purchase of body worn cameras, docking stations and in car cameras for $317,000.00; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Ed Green, Alicia Gresley, Sean Strode, Brian Condie, Chris Bornholdt, and Clint

Hostettler.
No – None.

Report to City Manager
Reports were heard from City Manager Tommy Klein, City Clerk Misty Williams, Parks & Recreation Director Austin Rickstrew, Public Works Director Brian Prunty and Lieutenant Mike Kuper.

Comments from Mayor and Council
Comment was heard from Councilor Sean Strode.

Executive Session
Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees - (Review of City Manager - 2 Year Review).

Council unanimously approved to go into executive session for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f).

Once in Executive Session, Council unanimously approved immediately ending the Executive Session and reconvening the workshop session to discuss the City Manager 2 Year Review.

Adjournment
Meeting adjourned at 8:49 p.m.

Misty Williams City Clerk	Ed Green Mayor

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #5.c.

Agenda Item Name:
Consider Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195

Presenter:
Misty Williams, City Clerk

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

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

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

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

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

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. REDACTED- BPOE Lodge No. 2195

DR 8400 (02/22/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

RIFLE LODGE NO 2195
PO BOX 1229
Rifle CO 81650

RECEIVED
SEP 2 8 2023
City Clerk
City of Rifle

APPLICANT ID: 213257

Fees Due

Renewal Fee	433.75
Storage Permit $100 X ______	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$433.75

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

Colorado Beer and Wine License Renewal Application

Please verify & update all information below — **Return to city or county licensing authority by due date**

Licensee Name BPOE LODGE	Doing Business As Name (DBA) RIFLE LODGE NO 2195	
Liquor License # 04-09357-0002	License Type Club License (city)	
Sales Tax License Number 04093570002	Expiration Date 12/31/2023	Due Date 11/16/2023
Business Address 501 W 5TH ST Rifle CO 81650		Phone Number 9706252195
Mailing Address PO BOX 1229 Rifle CO 81650		
Operating Manager		

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

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

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Janet M Ketelsleger	Lodge Secretary
Signature	**Date**
Janet M Ketelsleger	9-28-2023

Report & Approval of City or County Licensing Authority

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

Local Licensing Authority For		Date
Signature	**Title**	**Attest**

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) BPOE LODGE/Rifle Lodge 2195		
Address 501 W 5th ST.		
City Rifle	State CO	Zip 81650
Home Phone Number	Business/Work Phone Number 970-625-2195	
Printed name of person signing on behalf of the Applicant/Licensee Janet M Ketelsleger		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Janet M Ketelsleger		Date signed 9-28-2023

Privacy Act Statement

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #5.d.

Agenda Item Name:
Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Presenter:
Misty Williams, City Clerk

Item Description:
Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Recommended Action:
Move to approve the Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough located at 234 Railroad Avenue, Rifle, CO has submitted a Beer & Wine Liquor License Renewal Application.

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

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. REDACTED - Sweet Coloradough

APPLICANT ID: 697096

DR 8400 (02/22/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

SWEET COLORADOUGH
14 BUCKSKIN CIRCLE
New Castle CO 81647

Fees Due	
Renewal Fee	476.25
Storage Permit $100 X ______	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X ______	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

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

Colorado Beer and Wine License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name COLORADOUGH LLC	Doing Business As Name (DBA) SWEET COLORADOUGH	
Liquor License # 03-13064	License Type Beer & Wine (city)	
Sales Tax License Number 27979857	Expiration Date 11/17/2023	Due Date 10/03/2023
Business Address 234 RAILROAD AVENUE Rifle CO 81650		Phone Number 9702309056
Mailing Address 14 BUCKSKIN CIRCLE New Castle CO 81647		

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease ____________

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

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

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Anne Badolato	Owner
Signature	**Date**
Anne Badolato	8/4/2023

Report & Approval of City or County Licensing Authority

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

Local Licensing Authority For		Date
Signature	**Title**	**Attest**

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business): Coloradough		Social Security Number/Tax Identification Number:
Address: 2430 S. Glen Ave		
City: GWS	State: CO	Zip: 81601
Home Phone Number:	Business/Work Phone Number: 970 230 9050	
Printed name of person signing on behalf of the Applicant/Licensee: Anne Badolato		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information): Anne Badolato		Date signed: 9/6/23

Privacy Act Statement

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #7.a.

Agenda Item Name:
Presentation for Promotion to Corporal for Kalob Foreman

Presenter:
Debra Funston, Chief of Police

Item Description:
Detective Kalob Foreman was promoted to the rank of Corporal on October 1, 2023

Recommended Action:
No action from Council

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
Detective Kalob Foreman participated in a competitive promotional process on September 15th. Detective Kalob Foreman was selected to be promoted to the rank of Corporal and will be reassigned to patrol.

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Debra Funston, Chief of Police

Attachments:
None

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #8.a.

Agenda Item Name:
Consider Contract Renewal with GovOS (MUNIRevs) for Sales Tax Collection Software

Presenter:
Scott Rust, Finance Director

Item Description:
Staff requests the renewal of the agreement with GovOS, Inc., for sales tax administration software (MUNIRevs).

Recommended Action:
Move to approve the renewal agreement with GovOS, Inc., for MUNIRevs sales tax administration software in the amount of $30,000 during the period of 09/2023 - 09/2024.

Fiscal Impact:
MUNIRevs is the software utilized to administer the collection of sales tax for the City of Rifle. This software is critical to the overall financial health of the City as sales tax collections are the primary revenue source that funds all city operations. This online platform can be accessed by taxpayers from any device with a connection to the internet and provides convenience and flexibility for taxpayers as it allows multiple payment options. Without this product, collection of our most important revenue source would be extremely difficult and inefficient, creating a significant burden for staff and taxpayers.

Operational Impact:
Operationally, MUNIRevs is "mission critical". Without this software, sales tax administration at the City would not be possible with current staffing levels and it would create a significant burden on taxpayers. Overall, the price of the product is very reasonable and will not exceed $30,000 ($19,162.29 + .06% of receipts).

Prior Board Motions:
MUNIRevs was first approved by the Council and implemented by staff in the 4th Quarter of 2015.

Background Information:
The City of Rifle has been utilizing MUNIRevs since the 4th quarter of 2015. The product itself is very unique and today remains one of the only options for sales tax administration software in the State of Colorado. Overall, City staff are pleased with the performance of the product. Other competitors charge significantly more for their products. Over the previous 5 years, Munirevs has collected over $55,000,000 in sales tax revenue (2022 collections totaled $13,067,837).

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Scott Rust, Finance Director

Attachments:
1. Rifle, CO Renewal Munirevs 2023-2024
2. City of Rifle Munirevs Master Contract Executed

2023-09-21

Business Licensing & Tax Filing

Rifle, CO

Prepared for:

Scott Rust

Rifle, CO
450 West Ave, Suite 204
Rifle, Colorado, 81650

Submitted by:

Joshua Ruark
Customer Success Manager

GovOS

8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com

Pricing Summary

MuniRevs Tax & Registration Tax & Registration product SKU for legacy MuniRevs contracts	1	$19,162.29
Percentage of Electronic Revenues Collected (.06%)	1	Variable

Base Annual Total: $$19,162.29

Total Base Contract Value: $$19,162.29

Term Details

Subscription Start Date: 2023-09-16

Subscription End Date: 2024-09-15

Subscription Terms: 12 Months

Additional Comments

Customer Acceptance

Contact Information	
Organization Name	City of Rifle
Street Address	202 Railroad Ave
City, State, Zip	Rifle, CO 81650
Primary Contact Name	Scott Rust, Finance Director
Primary Contact Email	srust@rifleco.org
Billing Details	
Billing Contact Name	Scott Rust, Finance Director
Billing Contact Email	srust@rifleco.org
Billing Contact Phone	970-665-6449
Invoice Delivery Method	☒ Email/Electronic (default) ☐ Mail
Preferred Payment Method	☒ Check ☐ Credit Card ☐ ACH

- Pricing provided in this Proposal is good until 10/13/23 and expires unless this Proposal is signed by you.
- The Subscription shall be governed by that certain Master Subscription Service Agreement (the “MSA”) by and between you and MUNIRevs, LLC, the predecessor-in-interest to GovOS, Inc., and this Proposal shall act as an “Order Form & Terms” to the MSA. In the event there is a conflict between the terms of this Proposal and the MSA, then the terms of this Proposal shall control and act as an amendment to the MSA.
- Pricing for each Renewal Term will include a seven percent (7%) increase from the prior Subscription period.
- This Subscription will automatically renew for additional one-year terms (each a “Renewal Term”) unless either you or we notify the other of an intent not to renew at least thirty (30) days prior to the expiration of the then current term.
- The Invoice Date is the Subscription Start Date or Renewal Date, as applicable. All invoices are due in full within thirty (30) days of the Invoice Date.
- The Subscription Start Date for the subscriptions provided pursuant to this Proposal (whether one or more, referred to herein as the “Subscription”) is provided above under the “Term Details” section above.

Customer Acceptance

Customer Signature

Signature of Authorized Representative	Title	Date

GovOS Signature

Signature of Authorized GovOS Representative	Title	Date

MUNIRevs
CAPTURE EVERY DOLLAR

Application Hosting Order Form & Terms

Renewals of this Support Order: This annual Application Hosting Order ("support order") renews annually, automatically on the contract anniversary of each year unless either Customer or MR provides the other with notice of non-renewal with at least 120 days prior written notice.

Renewal Pricing: The price for 5 additional 1 year renewals will be the same price as the prior year with no more than a 4% increase each year.

Terms: This support order is governed by the terms of the Master Subscription Services Agreement ("agreement") between the parties, which terms are fully incorporated into this support order for all purposes. If there is a conflict between the terms of this support order and the agreement, this support order governs. This support order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. MR expressly rejects any additional or differing terms of Customer not agreed to in a written instrument signed by MR and Customer.

Revenue System Annual Support & Licensing	
MUNIRevs System Monthly Accesses (Commences on the first day the system is live, on a prorated basis, estimated to be in October 2015)	$1,250
Percentage of Electronic Revenues Collected (.06%) (Estimated at $4 million annual Collections) (Billed in arrears as an auto debit each month, as separate line item)	$185
Total Monthly Fees	**$1,435**
Optional – Business Directory Hosting	**$200**
Optional – Economic Impact Module	**$200**

aj

Due Dates: MUNIRevs monthly fees shall be debited from the City's bank account as indicated on the Authorization for Direct Debits Form, by MUNIRevs no later than midnight on the last day of each month for the next month's hosting access. If payment is not received per the above terms, all user access will be deactivated for that month at 12:01 AM on the 1st day of the month. Fees commence on the first day the site is live, on a prorated basis (estimated to commence in October 2015).

Percentage of Electronic Payments are auto debited also on the first of the month, in arrears, as a separate line item. For example, the total of electronic payments for November 2015, are debited with the 1/1/2016 monthly access debit.

Payment Processing Fees: As indicated in the Master Subscription Service Agreement, all merchant account fees, including those for ACH payments, credit card payments and payment gateway fees are the responsibility of the Customer.

Support Terms:

Support Hours: 9 am to 5 pm, MST (Monday – Friday)

Support Phone: 888-751-1911

Support E-mail: support@munirevs.com

Included Components

- Phone & E-mail support to Customer & Customer's Business Owners
- Hosted server, including daily & weekly back up
  - Standby server implementation within 1 hour of any catastrophic loss.
  - Maximum data loss of 24 hours
- Unlimited logins by Customer.

Excluded Services. The following shall not be provided unless otherwise agreed:

- VRBO auditing services
- Delinquency collection efforts (i.e. communications with past due business owner accounts outside automated system emails)

9.15.15

Customer Signature & Date

9/15/15

MUNIRevs, LLC Signature & Date

NOTE:

Customer shall provide a copy of its Colorado Sales Tax Exemption Certificate upon execution of this order.

MUNIRevs

Master Subscription Service Agreement

This Master Subscription Service Agreement ("**agreement**") is entered between MUNIRevs, LLC., a Colorado limited liability company (**MR**), and the undersigned governmental entity ("**Customer**").

1) **ONLINE REVENUE COLLECTION SERVICE**. This agreement provides Customer access to a proprietary online revenue collection automation and integration service to be provided by MR through a unique URL within a hosted server environment under the terms and conditions of this agreement ("**Service**"). All Service of MR, including but not limited to consulting, shall be governed by and subject to the terms and conditions of this agreement, whether or not provided pursuant to one or more orders of Customer.

2) **USE OF SERVICE**.

   a). **Customer Revenue Disbursements**. Any business revenues (including without limitation, taxes and licenses) paid through Service will be deposited directly to Customer's bank account. Customer agrees to set up a separate bank account expressly for collection of MR system deposits and to pay all merchant account fees for Customer's accounts by merchant service, ACH providers and payment gateway (USA Epay / Vericheck).

   b). **MR Support and Responsibilities.** MR will provide customer support for the Service as further detailed in the Annual Support Order Form & Terms which terms are incorporated into this agreement for all purposes. Collection from delinquent business taxpayers is the sole responsibility of Customer. However, MR will fully cooperate with all applicable Customer Staff on Sales and/or Excise Tax delinquency collection efforts. The functionality of the Service may change but MR will not materially decrease the functionality during a paid term, and customer support may change but MR will not materially degrade customer support during any paid term.

   c). **Customer Responsibilities.** Customer (i) is solely responsible for Customer Data (defined below), (ii) must use reasonable efforts to prevent unauthorized access to the Service, and notify MR promptly of any such unauthorized access, and (iii) may use the Service only in accordance with applicable law.

   d). **Customer Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service, (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iii) interfere with or disrupt the integrity or performance of the Service, or (iv) attempt to gain unauthorized access to the Service or their related systems or networks.

   e). **Third Party Contractor Use.** Customer may allow its third party contractors to use the Service solely on behalf of and for the benefit of Customer and only in compliance with the terms and conditions of this agreement. Customer is responsible for compliance with the terms of this agreement by its contracors.

3) **PAYMENT TERMS**. Payment for all MR fees shall be as specified on the Annual Support Order Form & Terms and Implementation Service Scope of Work & Order Form ("**Order Forms**"). The Order Forms shall be deemed a part of this agreement. Unless otherwise provided in the Order Forms, all MR invoices shall be due and payable within 30 days of the date of the invoice. Customer must provide proof of its exemption from sales tax (if applicable), and otherwise the Customer is responsible for all sales, use and similar taxes. Interest shall accrue at the rate of one percent (1%) per month, from the date of the invoice, on any payments not received when due.

4) **MUTUAL CONFIDENTIALITY.**

   a). **Definition of Confidential Information**. Confidential Information means all confidential information disclosed by a party (**Discloser**) to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("**Confidential Information**"). MR's Confidential Information includes without limitation the Service, Licensed Documentation (defined in section 6.d. below), and Customer's Confidential Information includes without limitation the Customer Data.

   b). **Protection of Confidential Information**. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make all commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and third party contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

   c). **Exclusions**. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law, but will attempt to provide Discloser with advance notice to seek a protective order.

d). If MR's data system crashes or otherwise becomes disabled, MR shall use good faith and reasonable efforts to immediately recover the system and all Customer data and shall be fully responsible for all costs incurred in the recovery of such data, with no additional costs to be borne by the Customer.

5) **PROPRIETARY RIGHTS.**

a). **Reservation of Rights by MR.** The software, workflow processes, user interface, designs, know-how and other technologies provided by MR as part of the Service are the sole property of MR, and all right, title and interest in and to such items, including all associated intellectual property rights, are and shall remain only with MR. MR reserves all rights not expressly granted in this agreement.

b). **Customer Restrictions.** Customer *may not*:

i. Use the Service or the Licensed Documentation beyond its internal operations;

ii. Reverse engineer the Service, the Licensed Documentation, the software or any other technology or Confidential Information associated therewith;

iii. Remove or modify any proprietary marking or restrictive legends in the Service and Licensed Documentation; or

iv. Access the Service or the Licensed Documentation to build a competitive product or service; or copy or derive any feature, function or graphic of the Service for competitive purposes.

c). **Customer Data.** All data uploaded by Customer or a user of the service shall remain the sole property of Customer or that user (as applicable), as between MR and Customer (**"Customer Data"**), subject to the other terms of this agreement. Customer grants MR a non-exclusive term license to use the Customer Data for purposes of MR performing the Service under this agreement. During the Term (as defined in section 9.a.), Customer may export all of the Customer Data from within the Service.

d). **Licensed Documentation.** Any Service user guides, sample data, marketing, training and other items provided through the Service or by MR, are licensed to Customer as follows: MR grants Customer a non-exclusive, license for the duration of the Service to such items for Customer's internal use solely with the Service, with the right to make additional copies of the material for the duration and purpose of the Service (**"Licensed Documentation"**).

6) **EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.**

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND OTHER THAN FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, MR IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE).

7) **EFFECTIVE DATE, TERM, TERMINATION, RETURN OF DATA AND SUSPENSION OF SERVICE.**

This agreement shall be effective upon execution by both parties. The term of this agreement shall be for the period of time set forth in the Order Forms ("Term").

a). Upon termination by right by Customer for any reason or no reason, Customer shall pay any unpaid fees through the date of termination, and shall return or destroy all MR property. Customer upon request will confirm that it has complied with these requirements.

b). Within 30-days after termination of this agreement, MR shall export to Customer all Customer Data from within the Service only in CSV format. MR does not ensure the availability of all of Customer Data for export after such 30-day period and MR shall have no obligation to store the Customer Data and may destroy such data without further notice to Customer.

c). **Annual Appropriation.** This agreement is subject to annual appropriations by the City or Town Council. (the "Council").

d). **Termination for Material Breach.** Notwithstanding the provisions of subparagraph a) of this section, if either party is in material breach of any term of this agreement, the other party may terminate this agreement effective at the end of a written 30-day notice/cure period, if the breach has not been cured.

8) **COOPERATION**. At all times during this contract and following its termination, if applicable, Customer shall have the right to import and/or export all Customer data upon reasonable request. The parties shall reasonably cooperate to ensure timely and accurate delivery of Service. Specifically, Customer agrees to provide complete and accurate information to MR when and as requested. MR shall not be responsible or liable for delays resulting from Customer's failure to provided timely or accurate information. Payment of MR's fees set forth in the Order Forms shall not be reduced, delayed or modified as a result of Customer's failure to provide timely or accurate information.

9) **MISCELLANEOUS.**

a). **Governing Law.** This agreement is governed by Colorado law without regard to conflicts of law principles.

b). **Attorney Fees and Costs.** The primarily prevailing party in any litigation or other legal proceeding shall recover its attorneys' fees and costs from the other party, including the reasonable cost of a salaried attorney.

c). **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

d). **Entire Agreement and Changes.** This agreement and the Order Forms constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless in a written instrument signed by both parties.

e). **No Assignment.** Neither party may assign or transfer this agreement or Order Forms to a third party.

g). **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.

h). **No Additional Terms.** MR rejects additional or conflicting terms of any Customer form-purchasing document.

i). **Order of Precedence.** If there is an inconsistency between this agreement and the Order Forms, the Order Forms prevails.

j). **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.

k). **Headings.** Headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

l). **Notices.** Any notices permitted or required under this agreement shall be deemed given upon the date of personal delivery or 72 hours after deposit in the United States mail, postage fully prepaid, addressed to the recipient address as set forth below their signature or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

m). **Counterparts Facsimiles; E-Mail**. This agreement may be signed in any number of counterparts, which together shall constitute one and the same instrument. Original signatures of the parties hereto on copies of this agreement transmitted by facsimile or electronically/scanned and e-mailed copies shall be deemed originals for all purposes hereunder, and such copies shall be binding on all parties hereto.

n) **Independent Contractor**. It is understood that MR is an independent professional contractor and that MR will not in any event be construed as or hold themself to be employees of Customer. It is also agreed that MR, as an independent contractor, is not restricted to working exclusively for Customer. during the term of the agreement. MR and any persons employed by MR for the performance of work hereunder shall be independent contractors and not agents of the Customer. As an independent contractor, MR is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. MR is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.

o) **Sharing Data**. MR understands that the information from the Customer is strictly protected under Colorado Law as confidential data. If MR shares any data from its services employed under this agreement such data shall only be in the aggregate form and shall **not** identify, in any way, a specific business along with confidential data of such specific business.

p) **Insurance**. MR shall procure and maintain, and shall cause any subcontractor of the MR to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Customer. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the MR. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of five hundred thousand dollars ($500,000) each accident, five hundred thousand dollars ($500,000) disease - policy limit, and five hundred thousand dollars ($500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's compensation requirements of this paragraph.

Commercial General Liability insurance with minimum single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Comprehensive Automobile Liability insurance with minimum combined single limts for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate with respect to each of MR's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interets provision. If the MR has no owned

cy

automobiles, the requirements of this Paragraph (3) shall be met by each employee of the MR providing services to the Customer under this contract.

The policies referenced above, with the exception of Worker's Compensation, shall be endorsed to include Customer and Customer's officers and employees as additional insureds. Every polciy required above shall be primary insurance, and any insurance carried by Customer, its officers, or its employees, or carried by or provided through any insurance pool of Customer, shall be excess and not contributory insurance to that provided by MR. MR shall be solely responsible for any deductible losses under any policy required above.

City of Rifle/Customer

By: [signature]

Matt Sturgeon
Name

City Manager
Title

9.15.15
Date

202 Railroad Ave, Rifle, CO 81650
Address

MUNIRevs, LLC

By: [signature]

Erin Neer
Name

Owner
Title

9/15/15
Date

27696 Highway 145
Dolores, CO 81323

MUNIRevs
CAPTURE EVERY DOLLAR

Implementation Services Scope of Work & Order Form

All implementation dates subjection to change based on date of mutual execution of Agreement and Payment by Customer and dates shall be extended in the event Customer fails to provide information or meet other requirements or as set forth in the Agreement. Capitalized terms herein shall have the same meanings set forth in the Agreement.

PHASE I: SPECIFICATION PLANNING & CUSTOMIZATION

Overview of City Involvement: *This will be the most intense level of Town involvement for the conversion, as it entails the complete development of each business revenues' system specifications. This will include calculations, late fee parameters, any form appearance changes, users and user rights and the preparation of historical data for import.*

Approximate Timeline for Completion: 4 Weeks after Contract Execution

KEY ACTIVITIES	RESPONSIBILITY		
	MUNIRevs	Jurisdiction	Timeline
Gather business account details and historical data for "dummy" business from City to load into system.	Joint via Webinar / FTP site transfer	Joint via Webinar / FTP site transfer	September 15-September 30
City to open two dedicated MUNIRevs bank accounts: 1) for the shopping cart integration and 2) for us to provide the banking information for ACH (national) depositors via "wire" or "ACH Credit" (this keeps the banking information secure on the shopping cart integrated account). Provide a bank letter or voided check for each account to MUNIRevs	Receive Documents when Complete	Lead	September 15-September 30
City to execute payment provider documents for merchant services (echeck and credit card) for the MUNIRevs shopping cart integration to new bank accounts.	Provide & Guide City through documents. Receive documents when Complete	Lead	September 15-September 30
Discuss legal settings for late fees, penalties & vendor fee options as well as any grace period desires.	Joint via Webinar / Email	Joint via Webinar / Email	September 15-September 30
Provide City logo for branding to MUNIRevs	Joint via Webinar / Email	Joint via Webinar / Email	September 15-September 30

PHASE II: PROGRAMMING

Overview of City Involvement: *Town involvement will include updates from MUNIRevs to show progress of programming on production site.*

Approximate Timeline for Completion: 6 Weeks after Completion of Phase I

KEY ACTIVITIES	RESPONSIBILITY		
	MUNIRevs	Jurisdiction	Timeline
Create customized url (rifle.munirevs.com) and branding	Lead	NA	September 15-October 5
Complete each revenue form's programming	Lead	NA	September 15-October 5
Load all business records and historical data for "dummy" account for prior year comparison	Lead	NA	September 15-October 5

PHASE III: TRAINING & IMPLEMENTATION

Overview of Client Involvement: *Client staff will participate in training sessions as the site goes live. This phase includes MUNIRevs training business users to complete conversion to paperless system by end of conversion timeframe.*

Approximate Timeline for Completion: 100% paperless conversion 90 days from Completion of Phase II, with 70% achieved in first payment cycle.

KEY ACTIVITIES	RESPONSIBILITY		
	MUNIRevs	Jurisdiction	Timeline
On Site City training	Lead	Assist	10/5 and 10/6/2015
City mail conversion letters to businesses	Assist with Mail Merge Data	Lead	10/6/2015
Launch Business Owner Registrations and Begin Paperless Conversion MR to provide unlimited phone and web support. Can schedule a later on site business owner training session if desired. (Note – participation in on site training has been very poor in all other launches due to the high level of support provided via phone and web).	Lead	Assist	10/6/2015

Customer Responsibilities

1. Customer acknowledges that in order to achieve this implementation schedule, they shall provide all requested documentation requirements to MUNIRevs as expeditiously as possible. The first submission requirement from the Customer to MUNIRevs shall occur no later than ~~February 15, 2015~~ or 10 days after the On Site Implementation Launch and Data review with MUNIRevs Staff when we are on site. [ASAP]

Implementation Deposit Requirements

Deposit Requirement	Due Date	Deposit
Upon Agreement Execution	Due upon Contract Execution	$5,375 without Optional Modules, $7,875 with Optional Modules
Final Payment – Upon Go Live Date	Estimated to be 10/6/2015	$5,375 without Optional Modules, $7,875 with Optional Modules
Total		**$10,750 without Optional Modules**
Business Directory	**Optional**	**$2,500**
Economic Impact Module (Events)	**Optional**	**$2,500**

Payment Instructions

All Implementation Services Scope of Work & Order Form payments shall be remitted via wire transfer to:

Account Name: MUNIRevs, LLC
Routing Number: 102103407
Account #: 1630000413

Note: MR cannot commence work per above timeline until all above payments, and the payment required under the Application Hosting & Support have been received upon contract execution. Accordingly, the timeline will be adjusted to reflect a start date upon which contract execution and wire payment per both Order Forms was received.

9.15.15

Customer Signature & Date

________________________________, Manager

MUNIRevs, LLC Signature & Date

NOTE: A copy of the City's Colorado Sales Tax Exemption Certificate is required when Executed.

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #8.b.

Agenda Item Name:
Consider a Request to Increase 2024 Funding for RFTA

Presenter:
Dan Blankenship
Tommy Klein, City Manager

Item Description:
Consider a Request to Increase 2024 Funding for RFTA

Recommended Action:
The manager has reservations given the timing of the request.

Fiscal Impact:
Staff budgeted $20,000 in funding for RFTA in the 2024 Budget.

Operational Impact:
None

Prior Board Motions:
None

Background Information:
The City has traditionally provided $20,000 per year to fund RFTA operations for the Hogback route.

Executive Summary:
Director Dan Blankenship of RFTA emailed the manager on Saturday, October 7, requesting an increase in the amount of support the City provides to RFTA from $20,000 to $40,000. Mr. Blankenship noticed that the City is funding PATS $40,000 in our 2024 budget. Blankenship indicated that ridership for the Hogback route has increased significantly. In 2019, ridership was 102,222 and the "forecasted ridership for 2024 is 190,078, an 86% increase."

The Hogback route serves Glenwood, New Castle, Silt, Garfield County, and Rifle. A bus stop situated in Glenwwod and New Castle has 44 stops per day (22 west and 22 east). Bus stops for Silt, Cottonwood, and Rifle are serviced 20 times per day, focusing primarily on the morning and evening rush hours. From west to east, the stops on the Hogback route are:

Glenwood
Glenwood 27th Street Station
Grand Avenue and 20th Street

Grand Avenue and 14th Street
9th Street and Colorado Avenue
8th Street and Pitkin Avenue
Glenwood Recreational Center
Glenwood Meadows
West Glenwood Park and Ride

New Castle
New Castle Park and Ride
Main and 6th
Silt
Highway 6 and Lyon Boulevard
Silt Firehouse - CRFR Station 61
Garfield County
Cottonwood
Rifle
Rifle Park and Ride
Railroad Avenue and 5th Street
Rifle Metro Park (Skate Park)

Metro Park is serviced at the following times.
East-to-west stops:
5:15 a.m.
6:15 a.m.
6:45 a.m.
7:45 a.m.
9:15 a.m.
4:15 p.m.
5:15 p.m.
6:15 p.m.
7:15 p.m.
8:15 p.m.

West-to-east stops:
6:24 a.m.
7:24 a.m.
8:54 a.m.
3:54 p.m.
4:54 p.m.
5:54 p.m.
6:54 p.m.
7:54 p.m.
8:54 p.m.
9:54 p.m.

The fare for a ride within a zone is free. Travel between zones is $2.00 for the first zone and $1.00 for each additional zone. A zone is generally equivalent to a municipality. Cottonwood is in the same zone as Rifle. Travel within a municipality is free. The fare from Rifle to Silt is $2.00 and from Rifle to New Castle would be $3.00.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
None

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #8.c.

Agenda Item Name:
Consider Approval of Rifle Regional Economic Development Corporation (RREDC) Membership Dues

Presenter:
Tommy Klein, City Manager

Item Description:
Consider funding RREDC membership dues

Recommended Action:
Move to approve the expenditure of $30,000 for 2023 RREDC membership dues.

Fiscal Impact:
The cost of the 2023 dues is $30,000, and if the expenditure is approved, the amount will be drawn from 100-4800-400-510 (General Non-Departmental Membership Dues).

Operational Impact:
None

Prior Board Motions:
Council has approved similar expenditures in the past.

Background Information:
The City of Rifle is a member of the Rifle Regional Economic Development Corporation (RREDC). Our membership dues for 2023 are $30,000.

Executive Summary:
The City of Rifle is a member of the Rifle Regional Economic Development Corporation. Our membership dues for 2023 are $30,000. In the past, the City has paid $15,000 per year for membership in the organization. The RREDC experienced turnover in 2022 and invoices were not sent to members last year.

The City Manager did not include the costs of the dues in the 2023 budget. I consulted with our Finance Director and cost savings in the General Fund will cover this expenditure. We anticipate that the 2024 RREDC dues will rise to at least $20,000 and the 2024 proposed budget includes sufficient funding for the cost.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:

1. Purchase Order for 2023 RREDC Dues

CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	RREDC (Rifle Regional Economic Development Corporation)

2.	Vendor Address
	PO Box 823, Rifle, CO 81650

3.	For the Purchase of (description)
	2023 Dues

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	30,000	0	

5.	Dept. Name	General Ledger Acct #
	General- Non D	100-4800-400-510

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

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

8.	Authorization Required
✔	City Manager
✔	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager	[signature]	10-10-2023
	City Council Approval (meeting date)		10-18-2023
10.	Purchase Order # assigned by Finance		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #8.d.

Agenda Item Name:
Consider Awarding the Contract for the Rifle Gateway Traffic and Pedestrian Improvements to Johnson Construction

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
The intersection of US Highway 6 and Whiteriver Avenue is the City of Rifle's top priority traffic safety project. Pedestrians and bicycles traveling between South Rifle (which contains Walmart, the hospital, and commercial retail) and North Rifle (which contains the downtown and almost all of the City's housing) cross the intersection of Whiteriver, Centennial Parkway, First Street, and Railroad Avenue. There is no sidewalk or crosswalk at this intersection and Centennial Parkway and Railroad Avenue have a combined ADT of 24,400. This intersection also has a LOS of D/F. This project will improve the intersection's LOS with the intent of calming traffic and reducing queue times, which in turn will create safe crossing locations for pedestrians and bicycles.

Recommended Action:
Move to approve the Award of the Rifle Gateway Traffic and Pedestrian Improvements to Johnson Construction in the amount of $2,317,279.69

Fiscal Impact:
This project has been on the CIP plan since its creation. There have been grants received from DOLA, FMLD, and CDOT. These grants have not only made this project possible but also allowed for future CIP plans to take place with street funds. It should be noted that the reduction of the FMLD and DOLA contributions is TBD.

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
The Rifle Gateway Traffic and Pedestrian Improvements project will reduce crashes, improve traffic flow, and enhance bike and pedestrian safety at the gateway to Rifle's downtown. The intersection of Centennial Parkway/Hwy 6 and Whiteriver Avenue, as well as the intersection with Highway 13 that flows into it, see a large volume of vehicles every day through a maze of intersecting roads with little to no pedestrian safe crossings. Despite the lack of pedestrian infrastructure, this area is often crossed by pedestrians, seniors, and bicyclists going to South Rifle for amenities and services, as well as residents coming from South Rifle into the downtown area. Colorado Mountain College's Rifle Campus is located south of the Colorado River within just

a 20-minute bike ride of the downtown area and residential areas. Reconfiguring this area to develop mobility patterns to complement the downtown environment that safely allows for all modes of transportation is a priority of the City of Rifle.

Gateway transportation improvements are critical for traffic circulation between I-70 and Rifle's residential areas, as well as encouraging the development of Downtown "Opportunity Sites" within the Urban Renewal Authority, which sunsets in 2027. Rifle's 2014 Downtown Action Plan listed capital improvements for the Downtown/Gateway area. The project is a key component of Rifle's plans for walkable, downtown transit-oriented development around the planned relocation and expansion of the Rifle Park n' Ride. According to the 2019 Greater Roaring Fork Regional Housing Study, Rifle is located within the most affordable area of the region (the New Castle to Parachute Area), where housing costs 90% lower than the Aspen to Snowmass Area, more than 60% lower than the Basalt Area, more than 40% lower than the Glenwood Springs area, and more than 60% lower than the Carbondale area. As a result, the majority of the area's residents (65%) are out-commuters for work and nearly half of Rifle's jobs (44%) are filled by in-commuters. The Rifle Gateway Traffic and Pedestrian Improvements project will create safe, active transportation connections to and from transit in the downtown gateway area.

In 2009, CDOT collected the average daily traffic volumes for SH 13 west of West Avenue, SH 13 south of US 6, Railroad Avenue north of SH 13/US 6, and US 6 east of Whiteriver Ave. Based on these traffic counts, the average daily traffic volumes on SH 13 west of West Ave are approximately 5,000 vehicles per day combined eastbound and westbound. SH 13 south of US 6 has daily volumes of approximately 19,950 vpd. The daily traffic volume on Railroad Avenue north of US 6 is approximately 12,600 vpd. On US 6 east of Whiteriver Ave. the average daily traffic is approximately 7,300 vpd. These counts, which all go through the project area, have only increased over the last decade, further deteriorating safety conditions in the area.

In the same study, the traffic growth was projected to grow at a rate of approximately 3.3 percent annually. The results of the No-Action Alternative analysis show that most intersections will operate very poorly with extensive queuing and very long delays for the minor street approaches. These factors were expected to have a negative impact on the overall safety for all of road users (motor vehicles, pedestrians, transit, and bicyclists), which is what we are experiencing today.

After simulating the intersection and performing a traffic study, it was discovered that a signal would fix current and future traffic issues. A roundabout would require a light to meter the inbound afternoon traffic that wouldn't allow sufficient gaps on HWY 6 and Whiteriver. The signal is also a small fraction of the price and impact to construct. Also, having a roundabout at the only main entrance to town runs the risk of gridlock if there is an accident, breakdown, or other traffic impediment. Keeping the signal keeps two intersections and provides more flexibility for detouring traffic.

Contract, Bid Set and Bid Results can be found here - www.RifleCO.org/PacketAddendums

Executive Summary:
Due to both need and request, this has been identified as a priority project. The project has received $1.8M from the CDOT Safer Mainstreet grant, $450,000 from GCFMLD, and $500,000. The project was put out for a competitive sealed bid, received three bids and the lowest bid is qualified and local. CDOT has also issued a concurrence to award the project after a review of the bids.

Notification Requirements:
None

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Rifle Gateway Contract Documents_Bid Advertisement
2. Bid Tabulation
3. Rifle Gateway Traffic and Pedestrian Improvements PURCHASE REQUEST FORM JCI 10.12.23

Advertisement For Bids

Separate sealed BIDS for the construction of the **Rifle Gateway and Traffic Improvements** will be received at the **Council Chambers, Rifle City Hall, 202 Railroad Avenue, Rifle, CO.** until 2:00pm, on September 29, 2023, at which time they will be publicly opened and read aloud.

The successful bidder will be the one with the lowest price and the highest qualifications, based on the following criteria: (1) The ability, capacity and skill of the bidder to perform the contract or furnish the supplies required; (2) whether the bidder can perform the contract or furnish the supplies promptly or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (4) the quality of performance on previous contracts; (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service or construction; (7) The quality, availability and adaptability of the supplies, services or construction to the particular use required; and (8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract. (9) The local preferences set forth herein.

A Bid Bond in the amount of 5% of bid price is required, and a Performance and a Payment Bond, each in the amount of 100% of bid, will also be required. Bid Award will be at the October 18, 2023, Council Meeting. Time of Commencement of the Work is anticipated to be no later than March 18, 2024, with construction completion by July 19, 2024.

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

A **mandatory** pre-bid meeting will be held at 10:00 am September 6, 2023, in front of City Hall. Digital copies of the Contract Documents may be downloaded from bidnet for free. Contact Craig Spaulding, cspaulding@rifleco.org, 970-665-6556 for questions or issues with downloading the documentation.

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				Engineers Estimate		KSK, LLC		Johnson Construction, Inc.		Gould Construction, Inc.	
Contract Item No.	**Contract Item Long Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
201-00000	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 2,370.00	$ 2,370.00
202-00010	Removal of Tree	EA	3	$ 4,000.00	$ 12,000.00	$ 1,000.00	$ 3,000.00	$ 350.00	$ 1,050.00	$ 3,045.00	$ 9,135.00
202-00019	Removal of Inlet	EA	1	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 1,050.00	$ 1,050.00	$ 1,500.00	$ 1,500.00
202-00033	Removal of Pipe	LF	82	$ 12.00	$ 984.00	$ 61.00	$ 5,002.00	$ 30.00	$ 2,460.00	$ 43.10	$ 3,534.20
202-00190	Removal of Concrete Median Cover Material	SY	207	$ 40.00	$ 8,280.00	$ 11.00	$ 2,277.00	$ 8.00	$ 1,656.00	$ 18.60	$ 3,850.20
202-00200	Removal of Sidewalk	SY	515	$ 40.00	$ 20,600.00	$ 11.00	$ 5,665.00	$ 11.00	$ 5,665.00	$ 21.70	$ 11,175.50
202-00203	Removal of Curb and Gutter	LF	1,669	$ 20.00	$ 33,380.00	$ 12.00	$ 20,028.00	$ 8.00	$ 13,352.00	$ 14.70	$ 24,534.30
202-00210	Removal of Concrete Pavement	SY	27	$ 95.00	$ 2,565.00	$ 45.00	$ 1,215.00	$ 68.00	$ 1,836.00	$ 24.30	$ 656.10
202-00220	Removal of Asphalt Mat	SY	3,771	$ 4.50	$ 16,969.50	$ 3.00	$ 11,313.00	$ 12.50	$ 47,137.50	$ 16.15	$ 60,901.65
202-00240	Removal of Asphalt Mat (Planing)	SY	2,597	$ 3.40	$ 8,829.80	$ 3.00	$ 7,791.00	$ 5.50	$ 14,283.50	$ 6.20	$ 16,101.40
202-00250	Removal of Pavement Markings	SF	2,190	$ 1.00	$ 2,190.00	$ 3.50	$ 7,665.00	$ 4.15	$ 9,088.50	$ 4.15	$ 9,088.50
202-00810	Removal of Ground Sign	EA	7	$ 150.00	$ 1,050.00	$ 100.00	$ 700.00	$ 160.00	$ 1,120.00	$ 60.00	$ 420.00
203-000-10	Unclassified Excavation (Complete in Place) (10.5")	CY	1,100	$ 40.00	$ 44,000.00	$ 28.00	$ 30,800.00	$ 30.00	$ 33,000.00	$ 39.25	$ 43,175.00
203-01597	Potholing	HR	10	$ 400.00	$ 4,000.00	$ 400.00	$ 4,000.00	$ 350.00	$ 3,500.00	$ 530.00	$ 5,300.00
207-00700	Topsoil (Onsite)	CY	85	$ 120.00	$ 10,200.00	$ 44.00	$ 3,740.00	$ 42.00	$ 3,570.00	$ 88.00	$ 7,480.00
208-00002	Erosion Log Type 1 (12 Inch)	LF	520	$ 4.70	$ 2,444.00	$ 10.00	$ 5,200.00	$ 5.50	$ 2,860.00	$ 9.50	$ 4,940.00
208-00035	Aggregate Bag	LF	125	$ 8.00	$ 1,000.00	$ 10.00	$ 1,250.00	$ 5.00	$ 625.00	$ 5.00	$ 625.00
208-00046	Pre-Fabricated Concrete Washout (Type 1)	EA	1	$ 500.00	$ 500.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
208-00051	Storm Drain Inlet Protection (Type I)	EA	1	$ 190.00	$ 190.00	$ 300.00	$ 300.00	$ 125.00	$ 125.00	$ 220.00	$ 220.00
208-00056	Storm Drain Inlet Protection (Type III)	EA	6	$ 190.00	$ 1,140.00	$ 300.00	$ 1,800.00	$ 185.00	$ 1,110.00	$ 180.00	$ 1,080.00
208-00200	Erosion Control Management	LS	1	$ 400.00	$ 400.00	$ 25,000.00	$ 25,000.00	$ 4,250.00	$ 4,250.00	$ 5,220.00	$ 5,220.00
210-00035	Reset Water Meter	EA	2	$ 560.00	$ 1,120.00	$ 1,000.00	$ 2,000.00	$ 2,500.00	$ 5,000.00	$ 725.00	$ 1,450.00
210-00810	Reset Sign Panel	EA	10	$ 500.00	$ 5,000.00	$ 500.00	$ 5,000.00	$ 60.00	$ 600.00	$ 64.00	$ 640.00
210-04000	Adjust Structure	EA	1	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 2,050.00	$ 2,050.00	$ 1,330.00	$ 1,330.00
212-00050	Sod	SF	17,320	$ 5.00	$ 86,600.00	$ 1.50	$ 25,980.00	$ 1.25	$ 21,650.00	$ 2.70	$ 46,764.00
213-00150	Bonded Fiber Matrix	AC	0.25	$ 4,500.00	$ 1,125.00	$ 10,000.00	$ 2,500.00	$ 12,500.00	$ 3,125.00	$ 13,000.00	$ 3,250.00
304-06007	Aggregate Base Course (Class 6)	CY	1,263	$ 33.00	$ 41,679.00	$ 77.00	$ 97,251.00	$ 95.00	$ 119,985.00	$ 110.00	$ 138,930.00
403-34751	Hot Mix Asphalt (Grading SX) (75) (PG 64-28)	TON	536	$ 150.00	$ 80,400.00	$ 163.00	$ 87,368.00	$ 185.00	$ 99,160.00	$ 206.00	$ 110,416.00
411-10255	Emulsified Asphalt (Slow-Setting)	GAL	433	$ 4.00	$ 1,732.00	$ 4.00	$ 1,732.00	$ 3.50	$ 1,515.50	$ 4.50	$ 1,948.50
412-00851	Concrete Pavement (8-1/2 Inch) (Special)	SY	2,308	$ 150.00	$ 346,200.00	$ 124.00	$ 286,192.00	$ 180.00	$ 415,440.00	$ 187.00	$ 431,596.00
503-00018	Drilled Shaft (18 Inch)	LF	27	$ 280.00	$ 7,560.00	$ 500.00	$ 13,500.00	$ 585.00	$ 15,795.00	$ 597.00	$ 16,119.00
503-00036	Drilled Shaft(36 Inch)	LF	26	$ 670.00	$ 17,420.00	$ 950.00	$ 24,700.00	$ 1,110.00	$ 28,860.00	$ 1,140.00	$ 29,640.00
503-00042	Drilled Shaft(42 Inch)	LF	17	$ 1,000.00	$ 17,000.00	$ 1,100.00	$ 18,700.00	$ 1,285.00	$ 21,845.00	$ 1,320.00	$ 22,440.00
603-01125	12 in. Reinforced Concrete Pipe (Complete in Place)	LF	8	$ 185.00	$ 1,480.00	$ 200.00	$ 1,600.00	$ 180.00	$ 1,440.00	$ 200.00	$ 1,600.00
603-01245	24 In Reinforced Concrete Pipe (Complete in Place)	LF	80	$ 200.00	$ 16,000.00	$ 175.00	$ 14,000.00	$ 210.00	$ 16,800.00	$ 164.00	$ 13,120.00
604-39010	Manhole (10ft)	EA	1	$ 9,500.00	$ 9,500.00	$ 12,000.00	$ 12,000.00	$ 7,500.00	$ 7,500.00	$ 9,300.00	$ 9,300.00
604-19105	Inlet Type R L 5 (5 Foot)	EA	2	$ 10,000.00	$ 20,000.00	$ 10,850.00	$ 21,700.00	$ 13,500.00	$ 27,000.00	$ 11,700.00	$ 23,400.00
607-11525	Fence (Plastic)	LF	510	$ 450.00	$ 229,500.00	$ 6.00	$ 3,060.00	$ 4.50	$ 2,295.00	$ 5.80	$ 2,958.00
608-00006	Concrete Sidewalk (6 Inch)	SY	597	$ 300.00	$ 179,100.00	$ 113.00	$ 67,461.00	$ 126.00	$ 75,222.00	$ 129.00	$ 77,013.00
608-00010	Concrete Curb Ramp	SY	228	$ 240.00	$ 54,720.00	$ 177.00	$ 40,356.00	$ 125.00	$ 28,500.00	$ 128.00	$ 29,184.00
608-00015	Detectable Warnings	SF	200	$ 120.00	$ 24,000.00	$ 36.00	$ 7,200.00	$ 78.00	$ 15,600.00	$ 80.00	$ 16,000.00
609-21010	Curb and Gutter Type 2 (Section I-B)	LF	426	$ 45.00	$ 19,170.00	$ 41.00	$ 17,466.00	$ 46.00	$ 19,596.00	$ 46.50	$ 19,809.00
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	2060	$ 45.00	$ 92,700.00	$ 43.00	$ 88,580.00	$ 54.00	$ 111,240.00	$ 54.60	$ 112,476.00
609-21021	Curb and Gutter Type 2 (Section II-M)	LF	266	$ 45.00	$ 11,970.00	$ 43.00	$ 11,438.00	$ 65.00	$ 17,290.00	$ 66.00	$ 17,556.00
610-00035	Median Cover Material (Concrete)(Special)	SF	2,101	$ 315.00	$ 661,815.00	$ 24.00	$ 50,424.00	$ 21.40	$ 44,961.40	$ 21.70	$ 45,591.70
613-00300	3 Inch Electrical Conduit	LF	340	$ 35.00	$ 11,900.00	$ 42.00	$ 14,280.00	$ 49.00	$ 16,660.00	$ 50.00	$ 17,000.00
613-00306	3 Inch Electrical Conduit (Bored)	LF	1,874	$ 50.00	$ 93,700.00	$ 42.00	$ 78,708.00	$ 49.00	$ 91,826.00	$ 50.00	$ 93,700.00
613-07004	Type Four Pull Box	EA	7	$ 2,800.00	$ 19,600.00	$ 3,000.00	$ 21,000.00	$ 3,500.00	$ 24,500.00	$ 3,575.00	$ 25,025.00
613-07005	Type Five Pull Box	EA	1	$ 3,500.00	$ 3,500.00	$ 4,000.00	$ 4,000.00	$ 4,700.00	$ 4,700.00	$ 4,770.00	$ 4,770.00
613-07034	Pull Box (24"x36"x18")	EA	4	$ 2,700.00	$ 10,800.00	$ 2,800.00	$ 11,200.00	$ 3,300.00	$ 13,200.00	$ 3,350.00	$ 13,400.00
613-10000	Wiring	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 22,500.00	$ 22,500.00	$ 22,650.00	$ 22,650.00
613-13000	Luminaire (LED) Special	EA	3	$ 1,700.00	$ 5,100.00	$ 920.00	$ 2,760.00	$ 1,075.00	$ 3,225.00	$ 1,100.00	$ 3,300.00
614-00011	Sign Panel (Class I)	SF	88	$ 30.00	$ 2,640.00	$ 30.00	$ 2,640.00	$ 30.00	$ 2,640.00	$ 24.00	$ 2,112.00
614-01572	Steel Sign Support (2-1/2 Inch Round NP-40)(Post & Slipbase)	LF	132	$ 45.00	$ 5,940.00	$ 40.00	$ 5,280.00	$ 36.00	$ 4,752.00	$ 49.00	$ 6,468.00
614-10160	Signal Head Backplates	EA	10	$ 50.00	$ 500.00	$ 220.00	$ 2,200.00	$ 260.00	$ 2,600.00	$ 265.00	$ 2,650.00
614-70150	Pedestrian Signal Face (16) (Countdown)	EA	4	$ 650.00	$ 2,600.00	$ 750.00	$ 3,000.00	$ 875.00	$ 3,500.00	$ 895.00	$ 3,580.00
614-70336	Traffic Signal Face (12-12-12)	EA	10	$ 900.00	$ 9,000.00	$ 1,100.00	$ 11,000.00	$ 1,285.00	$ 12,850.00	$ 1,310.00	$ 13,100.00
614-70560	Traffic Signal Face (12-12-12-12-12)	EA	8	$ 1,500.00	$ 12,000.00	$ 1,400.00	$ 11,200.00	$ 1,650.00	$ 13,200.00	$ 1,700.00	$ 13,600.00
614-72855	Traffic Signal Controller Cabinet	EA	1	$ 27,000.00	$ 27,000.00	$ 40,000.00	$ 40,000.00	$ 43,000.00	$ 43,000.00	$ 43,600.00	$ 43,600.00
614-72860	Pedestrian Push Button	EA	6	$ 600.00	$ 3,600.00	$ 500.00	$ 3,000.00	$ 590.00	$ 3,540.00	$ 600.00	$ 3,600.00
614-72863	Pedestrian Push Button Post Assembly	EA	0	$ 2,600.00	$ -		$ -		$ -		$ -
614-72864	Fire Preemption Unit	EA	6	$ 8,000.00	$ 48,000.00	$ 3,150.00	$ 18,900.00	$ 3,700.00	$ 22,200.00	$ 3,750.00	$ 22,500.00
614-72886	Intersection Detection System (Camera)	EA	6	$ 11,000.00	$ 66,000.00	$ 9,500.00	$ 57,000.00	$ 11,100.00	$ 66,600.00	$ 11,400.00	$ 68,400.00
614-80003	Rectangular Rapid Flashing Beacon	EA	2	$ 7,000.00	$ 14,000.00	$ 9,800.00	$ 19,600.00	$ 11,200.00	$ 22,400.00	$ 11,600.00	$ 23,200.00
614-81020	Traffic Signal-Light Pole Steel (2 Mast Arm)	EA	3	$ 55,000.00	$ 165,000.00	$ 34,900.00	$ 104,700.00	$ 41,000.00	$ 123,000.00	$ 41,600.00	$ 124,800.00
614-84000	Traffic Signal Pedestal Pole Steel	EA	3	$ 3,000.00	$ 9,000.00	$ 4,900.00	$ 14,700.00	$ 5,750.00	$ 17,250.00	$ 5,840.00	$ 17,520.00
614-87010	Fiber Optic Cable (Single Mode) (12 Fiber)	LF	1,202	$ 7.00	$ 8,414.00	$ 3.50	$ 4,207.00	$ 4.00	$ 4,808.00	$ 4.00	$ 4,808.00
614-87012	Fiber Optic Termination Panel (12 Fiber)	EA	2	$ 1,600.00	$ 3,200.00	$ 6.00	$ 12.00	$ 700.00	$ 1,400.00	$ 715.00	$ 1,430.00
614-87350	Test Fiber Optic Cable	LS	1	$ 7,000.00	$ 7,000.00	$ 15,000.00	$ 15,000.00	$ 3,500.00	$ 3,500.00	$ 3,575.00	$ 3,575.00
614-87512	Splice Fiber Optic Cable	EA	1	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 2,350.00	$ 2,350.00	$ 2,400.00	$ 2,400.00
614-87612	Terminate Fiber Optic Cable (12 Strand)	EA	2	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00	$ 2,350.00	$ 4,700.00	$ 2,400.00	$ 4,800.00
614-87690	Ethernet Switch	EA	2	$ 5,500.00	$ 11,000.00	$ 3,500.00	$ 7,000.00	$ 4,100.00	$ 8,200.00	$ 4,170.00	$ 8,340.00
625-00000	Construction Surveying	LS	1	$ 6,800.00	$ 6,800.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 41,000.00	$ 41,000.00
626-00000	Mobilization	LS	1	$ 283,195.66	$ 283,195.66	$ 188,288.00	$ 188,288.00	$ 140,000.00	$ 140,000.00	$ 245,500.00	$ 245,500.00
627-00008	Modified Epoxy Pavement Marking	GAL	66	$ 250.00	$ 16,500.00	$ 225.00	$ 14,850.00	$ 265.00	$ 17,490.00	$ 268.00	$ 17,688.00
627-00013	Pavement Marking Paint (High Build)	GAL	9	$ 25.00	$ 225.00	$ 110.00	$ 990.00	$ 130.00	$ 1,170.00	$ 330.00	$ 2,970.00
627-30407	Preformed Thermoplastic Pavement Marking (Word- Symbol) (Special)	SF	125	$ 16.00	$ 2,000.00	$ 18.00	$ 2,250.00	$ 22.00	$ 2,750.00	$ 22.00	$ 2,750.00
627-30411	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line) (Special)	SF	682	$ 20.00	$ 13,640.00	$ 16.50	$ 11,253.00	$ 19.25	$ 13,128.50	$ 20.00	$ 13,640.00
630-00000	Flagging	HR	50	$ 400.00	$ 20,000.00	$ 50.00	$ 2,500.00	$ 47.00	$ 2,350.00	$ 141.00	$ 7,050.00
630-00007	Traffic Control Inspection	DAY	123	$ 1,500.00	$ 184,500.00	$ 2,500.00	$ 307,500.00	$ 525.00	$ 64,575.00	$ 530.00	$ 65,190.00
630-80331	Barricade Type 3	EA	10	$ 450.00	$ 4,500.00	$ 50.00	$ 500.00	$ 555.00	$ 5,550.00	$ 565.00	$ 5,650.00
630-80341	Construction Traffic Sign (Panel Size A)	EA	4	$ 75.00	$ 300.00	$ 10.00	$ 40.00	$ 105.00	$ 420.00	$ 107.00	$ 428.00
630-80342	Construction Traffic Sign (Panel Size B)	EA	30	$ 100.00	$ 3,000.00	$ 10.00	$ 300.00	$ 140.00	$ 4,200.00	$ 143.00	$ 4,290.00
630-80348	Construction Information Sign	EA	5	$ 250.00	$ 1,250.00	$ 200.00	$ 1,000.00	$ 215.00	$ 1,075.00	$ 220.00	$ 1,100.00
630-80351	Vertical Panel (Plastic)	EA	100	$ 55.00	$ 5,500.00	$ 40.00	$ 4,000.00	$ 30.00	$ 3,000.00	$ 30.00	$ 3,000.00
630-80372	Concrete Barrier (Temporary) (Furnish and Install)	LF	500	$ 40.00	$ 20,000.00	$ 28.00	$ 14,000.00	$ 30.00	$ 15,000.00	$ 33.00	$ 16,500.00
630-80415	Advanced Warning Flashing or Sequencing Panel (C Type)	DAY	5	$ 80.00	$ 400.00	$ 500.00	$ 2,500.00	$ 120.00	$ 600.00	$ 119.00	$ 595.00
700-70010	F/A Minor Contract Revisions	F A	1	$ -	$ -		$ -		$ -		$ -
			TOTAL	$3,236,817.96		$2,123,812.00		$2,106,617.90		$2,363,517.05	

CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Johnson Construction, Inc.	

2.	Vendor Address
	124 W. 2nd Street Rifle, CO 81650

3.	For the Purchase of (description)
	Construction Services for the Rifle Gateway Traffic and Pedestrian Improvements

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$2,317,279.69	$5,500,000	

5.	Dept. Name	General Ledger Acct #
	Streets	201-4313-400-735

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

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

8.		Authorization Required
	☐	City Manager
	✔	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #8.e.

Agenda Item Name:
Consider Agreement with Harris Kocher Engineering Group, Inc. for Concept Design of the Park Ave Bridge

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
Consider Agreement with Harris Kocher Engineering Group, Inc. for Concept Design of the Park Ave Bridge

Recommended Action:
Move to approve the agreement with Harris Kocher Engineering Group, Inc. for the Concept Design of the Park Avenue Bridge in the amount of $34,200.00.

Fiscal Impact:
Because of the public works and ROW changes that were performed in-house the Professional service line item has sufficient funds to cover these costs. The 4312 department within the SIF fund is projected to exceed budget until supplemental appropriations are made for the additional general fund contribution ($600K) approved by Council for 2023 Asphalt Improvement projects.

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
This extension was identified in 2014 and it is important to maintain the Transportation Masterplan as this area develops.

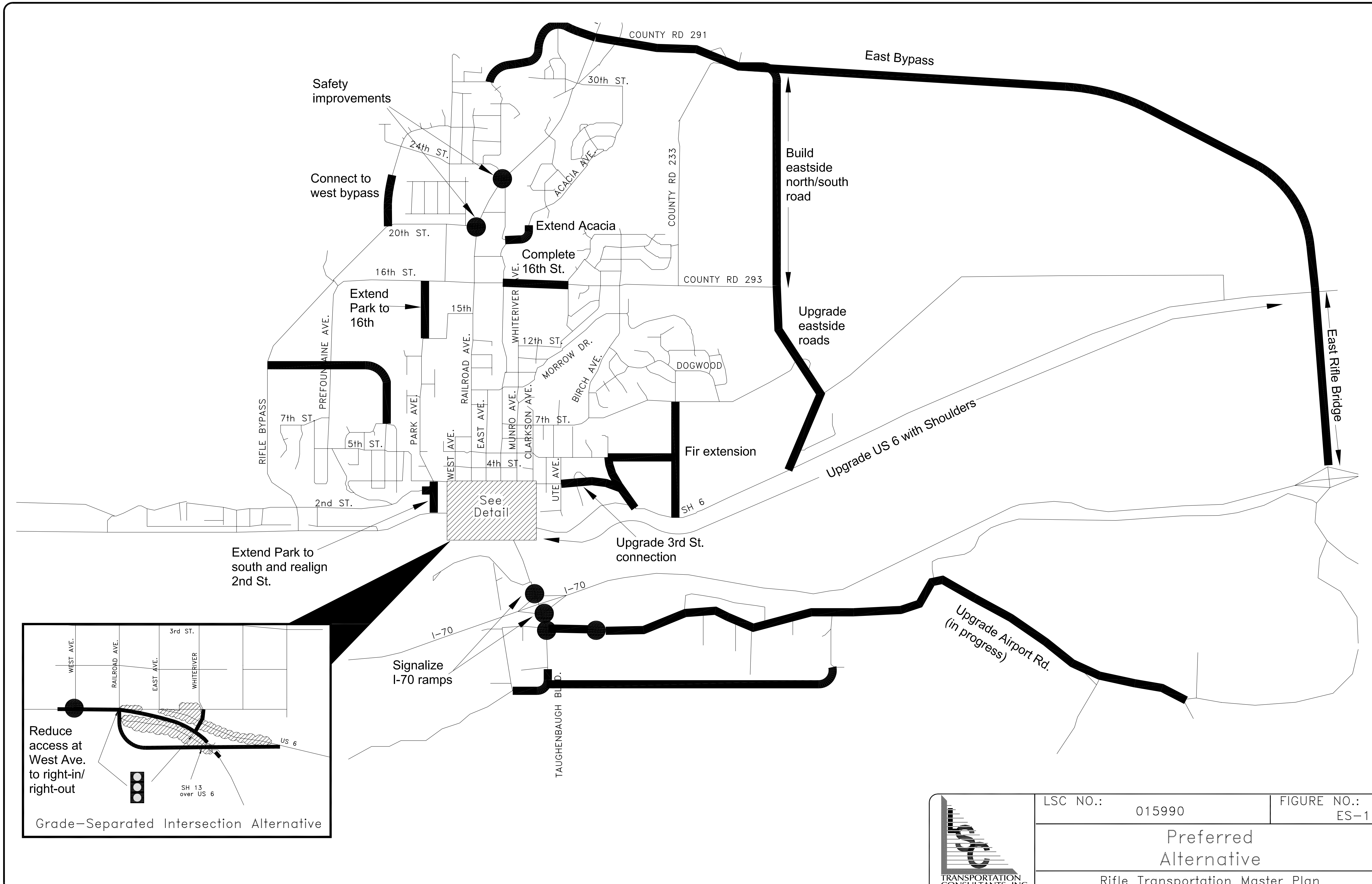
Executive Summary:
Evergreen Development is pursuing housing at the future corner of Park Avenue and Centennial Parkway. This development requires the design and construction of Park Avenue from Centennial Parkway to Rifle Creek. As identified in the City of Rifle Transportation Masterplan, Park Avenue will eventually extend to West Third via a bridge over Rifle Creek. For the developer to properly design the Park Avenue extension, the elevation, geometry and location of the bridge need to be known. This requires a survey, hydraulic analysis, and conceptual-level bridge design. The extension of Park Avenue is the responsibility of the developer but, the design of future roadways adjacent to the development are above and beyond the developer's requirements. For this reason, the City would like to have the developer complete the concept design of the bridge as necessary for the Park Avenue extension but reimburse the developer for this additional scope by paying the developer's engineer directly.

The concept design of the Park Avenue bridge is above and beyond the requirements of the developer but is necessary for the design and improvements that they will need to make. Because of this, it is requested that the developer's engineer perform this concept-level design at the expense of the City. This bridge will benefit all Rifle traffic and properly aligning Park Avenue will ensure that when it is constructed it will match the existing roadway.

Notification Requirements:
None

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:
1. Rifle Trans Master Plan Extensions
2. HKS Professional Services Agreement - Prelim Park Ave & Bridge Design - 2023-09-08
3. Park Ave Bridge PURCHASE REQUEST FORM HKS 10.12.23



East Bypass
COUNTY RD 291
30th ST.
Safety improvements
24th ST.
Connect to west bypass
ACACIA AVE.
COUNTY RD 233
Build eastside north/south road
20th ST.
Extend Acacia
Complete 16th St.
16th ST.
COUNTY RD 293
Extend Park to 16th
15th
Upgrade eastside roads
East Rifle Bridge
12th ST.
MORROW DR.
DOGWOOD
BIRCH AVE.
PREFONTAINE AVE.
RAILROAD AVE.
WHITERIVER AVE.
RIFLE BYPASS
7th ST.
PARK AVE.
EAST AVE.
MUNRO AVE.
CLARKSON AVE.
7th ST.
Fir extension
5th ST.
WEST AVE.
4th ST.
UTE AVE.
Upgrade US 6 with Shoulders
2nd ST.
See Detail
SH 6
Extend Park to south and realign 2nd St.
Upgrade 3rd St. connection
I-70
I-70
Signalize I-70 ramps
Upgrade Airport Rd. (in progress)
TAUGHENBAUGH BLVD.
3rd ST.
WEST AVE.
RAILROAD AVE.
EAST AVE.
WHITERIVER
US 6
Reduce access at West Ave. to right-in/ right-out
SH 13 over US 6
Grade-Separated Intersection Alternative
LSC NO.: 015990
FIGURE NO.: ES-1
Preferred Alternative
Rifle Transportation Master Plan
LSC TRANSPORTATION CONSULTANTS, INC.

HARRIS KOCHER ENGINEERING GROUP, INC.
PROFESSIONAL SERVICES AGREEMENT

Project Terms

HKS	**Client**
Harris Kocher Engineering Group, Inc. 1120 Lincoln Street, Suite 1000 Denver, CO 80203	City of Rifle 202 Railroad Avenue Rifle, CO 81650

Harris Kocher Engineering Group, Inc., d/b/a Harris Kocher Smith ("HKS") provides professional services and deliverables and proposes to provide the services ("Services") for the Client designated above.

This Professional Services Agreement ("Agreement") is comprised of these Project Terms ("Project Terms") and the attached Standard Terms and Conditions ("Standard Terms"). These Project Terms and Standard Terms, taken together, constitute the Agreement between HKS and Client.

By signing and returning these Project Terms, Client agrees to engage HKS on the terms set forth in these Project Terms and Standard Terms.

For good and valuable consideration, HKS and Client hereby agree as follows:

1. **Definitions**. Capitalized terms in the Agreement have the meanings set forth below. Any capitalized terms in the Agreement which are not defined below have their respective meanings as set forth in the Agreement.

"Additional Services" means changed or additional services Client requests of HKS and authorizes HKS to perform in accordance with Section 1 of the Agreement.

"Client" means the company or firm identified above in these Project Terms.

"Client's Other Consultants" means firms providing consulting and/or professional services, including Client's architect, other engineers, and design professionals.

"Estimated Cost of Services" means HKS' estimated cost of the Services as set forth on Exhibit B (Estimated Cost of Services) plus HKS' Reimbursable Expenses.

"Project" means the project for which Client desires to engage HKS to perform the Services, described generally as follows:

Preliminary Park Avenue Extension and Bridge Design – A preliminary design for the extension of Park Avenue north of Rifle Creek to 3rd Street.

"Reimbursable Expenses" means reasonable out-of-pocket expenses incurred by HKS related to the Services, and include by way of example: HKS' transportation and out-of-town travel costs authorized in advance by Client; if requested by Client, application and regulatory fees incurred in HKS applying for and obtaining regulatory approvals over Client's Project; printing and reproduction expenses; and postage and delivery/courier expenses, plus ten percent (10%) on all such incurred expenses.

"Scope of Services" or "Services" means the services described on Exhibit A (Scope of Services), Peer Review Services, and any Additional Services.

"Site" means the property on which the Project will be constructed.

2. Effective Date of Agreement.

Effective Date: September 8, 2023

3. Representatives and Contact Information.

For HKS:

Name: John O'Rourke

Email: jorourke@hkseng.com

Phone: (303) 623-6300

For Client:

Name: Craig Spaulding

Email: cspaulding@rifleco.org

Phone: (970) 665-6556

4. Acceptance and Return of Signed Agreement. HKS' offer to perform the Services under the terms and conditions set forth herein shall terminate and be of no force or effect at HKS' election at any time prior to Client executing and returning these Project Terms to HKS.

Signatures

These Project Terms may be executed and delivered in any number of original or electronic counterparts via signature method utilized by HKS, all of which when taken together shall constitute one original instrument binding on the parties.

HKS and Client have executed these Project Terms to be effective as of the Effective Date set forth above.

HKS

Harris Kocher Engineering Group, Inc.,
a Colorado corporation, d/b/a Harris Kocher Smith

Date: September 8 **, 2023**

By:

Printed Name: John O'Rourke

Title: Vice President

Client

City of Rifle

Date: ________________________ **, 2023**

By: ________________________

Printed Name: ________________________

Title: ________________________

HARRIS KOCHER ENGINEERING GROUP, INC.
PROFESSIONAL SERVICES AGREEMENT

Standard Terms and Conditions

1. **Compensation; Additional Services**.

a. **Compensation**. Client shall compensate HKS in accordance with the Scope of Services as set forth on Exhibit A and the Estimated Cost of Services as set forth on Exhibit B. The Estimated Cost of Services actually invoiced under this Agreement may be more or less than the amount set forth on Exhibit B. HKS shall provide Client with prompt notice if it believes the Estimated Cost of Services will increase and thus exceed the amount set forth on Exhibit B.

b. **Additional Services**. Client may verbally request HKS to provide Additional Services within the general scope of this Agreement. HKS' written notice delivered to Client prior to commencement of changed or Additional Services shall be deemed to be confirmation of Client's verbal authorization for such changed or Additional Services and shall constitute and suffice for Client's authorization.

2. **Invoices; Interest; HKS' Right to Suspend Services; No Withholding of Payments**.

a. **Invoices**. HKS' invoices for HKS' Estimated Cost of Services are due and payable by Client within thirty (30) calendar days after the date of the invoice.

b. **Interest; Attorneys' Fees**. Client shall pay interest on any unpaid balance at the rate of one percent (1%) per month, compounded monthly, from the date payment is due. Client shall pay HKS' attorneys' fees and costs incurred to collect any past due amounts.

c. **HKS' Right to Suspend Services**. HKS in its discretion shall have the right to suspend all Services without liability until Client has paid in full all past due invoiced amounts, together with interest, subject to HKS providing not less than five (5) calendar days prior written notice of such suspension to Client.

d. **No Withholding of Payments**. Client's payments of HKS' invoices shall not be withheld, postponed or conditioned on the Project's construction or completion or on Client's receipt of reimbursements or credits from lenders or other third parties. Client shall not withhold, deduct or offset amounts against any of HKS' payments for any reason. Client shall be deemed to have accepted HKS' invoices unless within ten (10) calendar days after the date of an invoice Client provides written notice to HKS stating in detail that portion of the invoice which Client disputes or contests and the reasons therefore.

3. **Term; Termination By Either Party; Payment of Outstanding Amounts Due; Agreement Provisions which Survive Termination**.

a. **Term.** This Agreement remains in full force and effect in accordance with its terms until it is terminated as provided in this Section 3.

b. **Termination By Either Party**. This Agreement may be terminated by (i) Client on three (3) or more calendar days prior written notice to HKS, or (ii) HKS on five (5) or more calendar days prior written notice to Client, for any reason (including non-payment) or for no reason. In either case, neither party shall have any liability to the other except as set forth in Section 3.c. below.

c. **Payment of Outstanding Amounts Due**. In the event of Client's or HKS' termination of this Agreement under Section 3.b. above, Client shall pay HKS as and when due (i) all amounts due under previously submitted and unpaid invoices, (ii) all amounts for un-invoiced Services which HKS has rendered up to the date of termination, (iii) all incurred and unpaid Reimbursable Expenses, (iv) any termination costs incurred by HKS, and (v) all other sums properly due to HKS under this Agreement.

d. **Agreement Provisions which Survive Termination.** Those terms of this Agreement which by their nature should survive the termination of this Agreement shall survive and be construed to survive any termination of this Agreement.

4. **HKS Insurance**. HKS shall maintain Worker's Compensation insurance at the statutory limits, Employer's Liability insurance, Professional Liability insurance, Comprehensive General Liability insurance and Automobile Liability insurance. Upon request, HKS will furnish a Certificate of Insurance to Client evidencing such coverages.

5. **Client Representative; HKS' Right to Rely; Site Conditions; Defects in HKS' Services**.

a. **Client Representative**. Client shall authorize a representative to act on its behalf with respect to the Services and its obligations under this Agreement and to receive notices. All information to be provided by Client to HKS shall be provided promptly so as not to cause delay in the performance of the Services.

b. **HKS' Right to Rely**. HKS may rely on public records and/or information and documents provided to it by Client, Client's Other Consultants and contractors, and HKS shall not be liable for inaccuracies in such records, information or documents even if incorporated by HKS into the Services.

c. **Site Conditions**. Client shall identify all surface, subsurface and other physical conditions at the Site which are known to Client and shall provide HKS with copies of any documents or reports regarding surface, subsurface or other physical conditions, including, but not limited to, geotechnical or geophysical reports, Phase I, II or III Environmental Site Assessments, reports of explorations and tests of subsurface conditions, and reports or drawings of surface or subsurface structures.

If such information is known to Client, and Client fails to provide such information to HKS as provided in this Section, Client agrees to release, defend, indemnify and hold harmless HKS and HKS' subconsultants from any claims, damages, losses or expenses arising out of such conditions at the Site.

d. **Defects in HKS' Services**. Client shall in writing promptly report to HKS any discovered, apparent or suspected defects in the Services which Client perceives or of which Client becomes aware by any means. Client shall contractually require Client's Other Consultants and all of its contractors to similarly promptly report in writing to Client any discovered, apparent or suspected defects in the Services.

In the event HKS is held responsible or liable for defects in its Services, Client's, Client's contractors' or Client's Other Consultants' failure to promptly provide such written notice shall relieve HKS of liability for the costs of remedying such defects above the amount such remedy would have cost HKS had prompt written notice been given as required in this Section.

6. **Soils Expert; Client's Other Consultants; Peer Review Services; Client to Report; Means and Methods**.

a. **Soils Expert**. HKS does not provide soils engineering or related analysis or services, is not an expert in soils, soils expansion, contraction or other movement (collectively, "Soils Movement") and shall not bear any liability or responsibility for damages or losses incurred by Client or any third party arising out of Soils Movement. Client agrees to retain an expert in soils engineering and design for the Project. Client's soils expert shall provide all necessary design and engineering recommendations to Client and HKS pertaining to Soils Movement.

b. **Client's Other Consultants**. In the event plans and specifications for the Project have been prepared by one or more of Client's Other Consultants, upon request, Client shall submit the final set of plans and specifications to HKS to enable HKS to verify that its design intent has been preserved and has not been adversely impacted by Client's plans and specifications. HKS shall have no liability or responsibility for any portion of the Project designed, or as to which services are provided, by Client's Other Consultants, nor shall HKS be required to verify the accuracy of Client's Other Consultants' construction documents or reports.

HKS shall be entitled to rely on the accuracy and completeness of all documents and reports provided to it by Client and Client's Other Consultants, which documents and reports shall comply with all applicable laws, regulations and codes. Notwithstanding the foregoing, HKS shall promptly report to Client in writing any conflicts or inconsistencies in such documents or reports of which HKS has actual knowledge and shall cooperate with Client in resolving any such conflicts or inconsistencies.

c. **Peer Review Services**. If the Services consist of reviewing plans, drawings, designs or other materials prepared for the Project by Client's Other Consultants for the purposes of a peer review ("Peer Review Services"), HKS shall perform such Peer Review Services in accordance with the Standard of Care set forth in Section 9 below. However, HKS' performance of such Peer Review Services shall not create liability for HKS for any errors, omissions, defects or deficiencies in Client's Other Consultants' work, nor shall HKS' performance of such Peer Review Services relieve Client's Other Consultants from liability for their work product.

HKS' Peer Review Services may consist in whole or in part of HKS making recommendations in the form of producing sketches and/or red-lining or otherwise marking-up Client's Other Consultants' work product; any such recommendations of HKS are recommendations only and shall not be deemed or considered to replace or substitute Client's Other Consultants' work. Client's Other Consultants shall be solely responsible for deciding whether to accept or reject any such recommendations made by HKS and shall retain full liability for their designs and other work product, even if HKS' recommendations are implemented on the Project, and/or if it is alleged that HKS failed to make proper or necessary recommendations in connection with its Peer Review Services.

In the event of any claim(s) against HKS resulting from, or alleged to have resulted from, deficiencies, errors and/or omissions in Client's Other Consultants' work, to the greatest extent permitted by law, Client agrees to release, indemnify, defend and hold harmless HKS and its owners, officers, directors, shareholders, representatives, agents, employees and subconsultants from and against any such claim(s), including costs, attorneys' fees, investigation expenses, expert/consultant fees and any other expenses reasonably incurred by HKS and all such indemnified persons in connection with such claim(s), regardless of whether such deficiencies were discovered, or allegedly should have been discovered, by HKS when it performed its Peer Review Services.

d. **Client to Report**. Client and Client's Other Consultants shall promptly report in writing to HKS any conflicts or inconsistencies in HKS' documents and/or reports of which they have actual knowledge and shall cooperate with HKS in resolving any such conflicts or inconsistencies. Client shall require Client's Other Consultants to coordinate their documents and reports with HKS' documents and reports, as appropriate.

e. **Means and Methods**. HKS shall not have control over or be in charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions, in connection with the construction of the Project.

7. **Indemnification by Client**.

a. **Failure to Construct in Conformance with HKS' Plans and Specifications**. If permitted by applicable law, Client agrees to release, defend, indemnify and hold harmless HKS and its owners, officers, directors, shareholders, representatives, agents, employees and subconsultants from and against all damages, losses and expenses, including but not limited to third party claims and reasonable attorneys' fees and costs, to the extent caused by the failure of Client, Client's contractors, Client's subcontractors, Client's Other Consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are liable, to construct the Project in conformance with HKS' plans and specifications.

b. **Residential Projects**. If permitted by applicable law and in the event that the Project includes real estate for sale to individual residential property owners including, but not limited to, single family homes, condominiums or fractional ownership interests, or common interest ownership property, Client agrees to release, indemnify, defend and hold harmless HKS and its owners, officers, directors, shareholders, representatives, agents, employees and subconsultants from and against all third party claims which may be asserted by any other individual homeowner, unit owner, or by any homeowners association, including reimbursement for any attorneys' fees and costs which HKS incurs in defending against such third party claims. For residential for-sale projects, Client shall identify HKS as a party benefitted by arbitration provisions in the applicable Covenants, Conditions & Restrictions ("CC&Rs") and by any disclaimers set forth in residential unit sales contracts and CC&Rs.

c. **Hazardous Materials**. To the fullest extent permitted by law, Client agrees to release, indemnify, defend and hold harmless HKS and its owners, officers, directors, shareholders, representatives, agents, employees and subconsultants, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from hazardous materials which may be discovered on the Site or in the area of the performance of the Services, which present the risk of bodily injury or death and have not been rendered harmless; provided, however, that such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, except to the extent that such damages, losses or expenses are caused by the fault or negligence of the party seeking indemnity.

8. **HKS' Liability**.

a. **Personal Liability**. HKS' performance of the Services shall not subject HKS' owners, officers, directors, shareholders, representatives, employees or agents to any personal liability. As Client's sole and exclusive remedy for any claim or cause of action arising out of HKS' performance of the Services, any claim, demand, suit or other proceeding shall be directed and/or asserted only against HKS and not against any of HKS' owners, officers, directors, shareholders, representatives, employees or agents.

b. **Cost Variances**. Because HKS has no control over the cost of labor, materials, equipment or services furnished by others, over any third party's method of determining prices, or over competitive bidding or market conditions, HKS cannot and does not guarantee that proposals, bids or actual construction costs will not vary from opinions or estimates of construction costs that may be prepared by HKS as part of the Services, and Client agrees that HKS shall have no liability resulting from such variances.

c. **Betterment**. In the event HKS omits a required item or component of the Project from its plans and specifications, HKS shall not be responsible to Client or to any other person for paying any of the costs incurred to add such item or component to the Project, to the extent that such item or component would have been required and should have been included in HKS' plans and specifications. In no event shall HKS be responsible for any cost or expense that provides a betterment, an upgrade or enhances the value of the Project.

d. **Risk Allocation**. Notwithstanding any provision in this agreement to the contrary, Client agrees to the fullest extent permitted by law, to limit HKS' total aggregate liability to Client for any and all injuries, claims, losses, expenses, damages, costs and expenses arising out of or relating to the Services or the Project, from any and all causes including but not limited to negligence, breach of contract, or any other legal or equitable theory, to the greater of One Hundred Thousand Dollars ($100,000.00) or the amount of compensation actually paid by Client to HKS for the Services rendered under this Agreement, exclusive of Reimbursable Expenses.

e. **Waiver of Consequential and Punitive Damages**. If permitted by applicable law, HKS and Client waive claims against each other for consequential damages, punitive damages and any claims for lost revenue or lost profits or any other indirect, special, incidental damages of any nature whatsoever arising out of or relating to this Agreement or the Project.

f. **Time Limitation on Legal Actions by Client**. All legal claims or causes of action by Client or HKS arising out of the performance of Services shall be brought within the applicable statute of limitations.

g. **Warranty Disclaimer**. If permitted by applicable law, HKS shall not be liable to Client for any express or implied warranties with respect to the performance of the Services unless specifically set forth in this Agreement.

9. **Standard of Care; No Liability for Delay**. While performing the Services, HKS shall perform its Services with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license ("Standard of Care").

HKS shall perform the Services in a timely manner in accordance with the Standard of Care but shall not be liable for failure of performance by Client, Clients' Other Consultants or contractors, or the presence or discovery of hazardous materials or differing or unforeseen site conditions.

10. **Use of Instruments of Service**.

a. **Instruments of Service**. HKS and/or its subconsultants shall be deemed the sole authors and owners of their respective documents, including plans, specifications, reports, correspondence and calculations, prepared by HKS or by its subconsultants with respect to the Project ("Instruments of Service"), whether or not the Project is completed.

b. **Nonexclusive License**. HKS grants Client a nonexclusive, nontransferable limited license to reproduce the Instruments of Service solely for purposes of constructing the Project on the express condition that Client has paid HKS all sums when due. Client shall not assign or transfer this license to any other person or entity without HKS' prior written consent; provided, however, Client shall have the right to transfer this nonexclusive license to an affiliate of Client only for the use set forth herein. Client acknowledges and agrees that all such Instruments of Service were prepared specifically for the Project and shall not be used by Client on any other project or for any other purpose whatsoever. Termination of this Agreement prior to completion of the Project shall terminate this nonexclusive license.

c. **Unauthorized Use**. In the event Client uses HKS' Instruments of Service without retaining the authors of the Instruments of Service, Client agrees to release HKS and its subconsultants from all claims and causes of action arising from such use. Client further agrees to indemnify, defend and hold harmless HKS and its subconsultants from all costs and expenses, including attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from Client's unauthorized use of HKS' or its subconsultants' Instruments of Service.

d. **Electronic Document Release**. In the event HKS provides electronic documents including, without limitation, electronic .pdf data, electronic CAD data, or documents via other electronic, digital or other media, whether now known or hereafter devised, to Client, Client's contractors, or to Client's Other Consultants, Client acknowledges and agrees that: (i) any use, disclosure, distribution, or copying for any reason other than solely in order to support the Project is unauthorized and is prohibited; (ii) the data within such documents is and shall remain the sole and exclusive property of HKS and may not be transferred to any other person or firm; (iii) Client may not modify, edit or reuse this information or data for any other project; (iv) the data within such documents may not necessarily represent the information shown on the recorded and/or approved development plans and/or construction documents; and (v) Client is responsible for verifying the information contained within the electronic data against the recorded and/or approved documents, understanding that in the event of a conflict between sealed (stamped) drawings and electronic files, the sealed (stamped) drawings will govern.

11. **Confidentiality; Use of Client's Name**.

a. **Confidentiality**. HKS shall maintain as confidential and not disclose to others, without Client's prior written consent, all information obtained from Client which Client expressly designates in writing to be confidential and which is not otherwise previously known to HKS or which is not in the public domain. The provisions of this Section shall not apply to information that is required to be disclosed by law or an order of a court, administrative agency or other tribunal with jurisdiction over the parties.

b. **Use of Client's Name**. Client agrees that HKS may use and publish Client's name and a general description of the Services in describing HKS' experience and qualifications to other clients or potential clients.

12. **Assignment**. Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party; provided, however, HKS shall have the right to assign this Agreement in connection with a sale of its business, via stock or asset transaction, merger, or other business combination with a third party, provided HKS gives Client prior written notice. In the event of an assignment, this Agreement is binding on the party's successors and assigns. Should Client assign this Agreement (or any portion) in violation of this Section, HKS shall have the right to terminate this Agreement pursuant to Section 3 above. Further, neither party may assign any cause of action it may have against the other party arising out of this Agreement or the Services.

13. **General Provisions.**

a. **Governing Law; Dispute Resolution**. This Agreement shall be governed by and construed in accordance with the laws of the State where the Project is located.

In the event of a dispute between the parties, the parties shall first engage in good-faith negotiations in an effort to reach a resolution of the dispute. In the event the parties are unable to resolve the dispute through good faith negotiations, the parties may mutually agree to participate in mediation. Any claim not resolved by negotiation or mediation shall be decided by litigation. The litigation shall take place where the Project is located, unless another location is mutually agreed upon by the parties.

b. **No Third-Party Beneficiaries**. Nothing in this Agreement is intended for the benefit of any third party, and this Agreement shall not create a contractual relationship between HKS or Client and a third party, or a cause of action against HKS or Client in favor of a third party.

c. **Force Majeure.** Neither party shall be liable for the delay or inability to deliver, manufacture, sell, or deliver products or services due to labor strikes, severe and unusual weather or other natural disasters, accidents, fire, flood, acts of God, pandemics, acts of governmental authorities, war, terrorism, or any other cause beyond such party's reasonable control.

d. **Severability**. In the event any provision of this Agreement is held void or unenforceable, this Agreement shall be construed as close as possible to preserve the intent of the parties, and all other provisions of the Agreement shall remain in full force and effect.

e. **Integration**. This Agreement and its Exhibits constitute the entire agreement and understanding between the parties and supersede all other agreements, either oral or written, and no representations, promises or warranties have been made by either of the parties that are not fully expressed herein.

f. **No Waiver**. This Agreement may only be amended in a writing executed by both parties. Any failure by a party to exercise any right given under this Agreement shall not constitute a waiver of such right.

g. **Notices**. Notices shall be delivered to each party's respective address as set forth in the Project Terms and shall be in writing and deemed to have been given: (i) when received if delivered in person or by courier, (ii) on the date of transmission if sent by facsimile or email, and (iii) three (3) business days after being deposited in the U.S. mail.

End of Standard Terms and Conditions

EXHIBIT A - SCOPE OF SERVICES

A. CONCEPT PHASE

1) Topographic Design Survey – Park Avenue Prelim Design Area

The Consultant will prepare a Topographic Design Survey of the area north of the creek where Park Avenue will be extended. The Topographic Design Survey will be suitable for preliminary design purposes. The topographic design survey will be limited to the area shown on the attached survey scope map in Exhibit B. The survey will be tied to City of Rifle vertical datum. The map will show 1-foot contours, supplemented with spot elevations where necessary. Elevations will be tied to a published benchmark. This scope of services specifically excludes utility locates. This scope of services specifically excludes traffic control. If traffic control is necessary, it will be invoiced to the Client as a reimbursable expense.

2) Utility Locates – Park Avenue Prelim Design Area

Utilities will be designated by an underground utility locating sub-consultant and surveyed by Consultant crews. Accessible storm and sanitary sewer pipe inverts will also be shown. This scope of services specifically excludes potholing and subsurface utility engineering services. This scope of services specifically traffic control. If traffic control is necessary, it will be invoiced to the Client as a reimbursable expense.

3) Preliminary Bridge Hydraulic Design

The Consultant will provide preliminary hydraulic design calculations for Rifle Creek to determine an approximate water surface elevation and inform the preliminary bridge design.

4) Preliminary Bridge Design

The Consultant will provide a preliminary bridge design using a subconsultant (KDG Engineering LLC). The subconsultant will prepare conceptual bridge plans for crossing Rifle Creek, in conjunction with the hydraulic and roadway engineer. The work will include:

1. Structural selection recommendations;
2. Length of bridge;
3. Number of spans;
4. Type and depth of girders;

5. Vertical clearance over the creek invert;
6. Rough order of magnitude (conceptual level) of construction costs (based on square foot costs);
7. Preliminary bridge plan and profile sheet (horizonal and vertical alignments).

This scope of services specifically excludes a report, meetings with City of Rifle or Developer, and revisions to address comments from City or Developer. It is assumed that the new bridge will be a single span or two span bridge on deep foundations.

5) Preliminary Roadway Design

The Consultant will provide preliminary roadway plans for the extension of Park Avenue from Rifle Creek to the intersection of Park Avenue and West 3rd Street. This scope of services is specifically limited to a preliminary plan and profile design and excludes civil construction plans for this roadway extension.

6) Preliminary Bridge and Park Avenue Meetings and Coordination

The Consultant will participate in meetings required for this phase of the project; coordinate with the Client and the Client's consultants; coordinate with utilities and districts for project approvals; and provide in-house coordination and project management as necessary for this phase of the project. The amount below is based on a maximum of 10 hours (at a Project Engineer and Principal rate) for preliminary bridge and Park Avenue meetings and coordination; any additional time will be invoiced in accordance with current hourly rates.

B. <u>EXCLUSIONS</u>

The following items are specifically excluded from this scope of services:

(a) Engineering Feasibility Report;
(b) ASCE 38-02 Compliant Subsurface Utility Engineering (SUE) Investigation;
(c) Minimum Building Information Model (BIM) Requirements;
(d) FEMA CLOMR/LOMR;
(e) Floodplain Development Permit;
(f) Wetland Delineation and Permits;
(g) No Rise Certification;
(h) ALTA/NSPS Land Title Survey and Topographic Design Survey;
(i) REVIT Modeling;
(j) Range Points;
(k) Demolition Plan;

(l) Landscape Drain Plans;
(m) Rezoning Assistance;
(n) Water Easement Documents;
(o) Building Underdrain System, Roof Drain, Foundation Drain, Perimeter Drain, Dewatering;
(p) Geotechnical Investigation or Groundwater Calculations;
(q) Signage Plan;
(r) Drainage Report and Drainage/Storm Sewer Design;
(s) Stormwater Management Plan;
(t) Civil Construction Plans
(u) Over-Excavation Grading Plan;
(v) Bidding and Negotiation Services;
(w) Sand/Oil Interceptor Specification or Design;
(x) Off-site Drainage Analysis of FLO-2D Study Area;
(y) Water Main Extensions;
(z) Public Sanitary Sewer Improvements;
(aa) Public Storm Sewer Improvements;
(bb) Current title commitment and copies of all exception documents;
(cc) Right-of-Way Dedication Documents;
(dd) Traffic Study;
(ee) Pump Design/Detailing;
(ff) Minor/Major Encumbrance Permits;
(gg) Crane Swing Easements;
(hh) FAA Permits;
(ii) Temporary Shoring and Encumbrance Permit Assistance;
(jj) Building Department Documents;
(kk) Legal Descriptions and Exhibits (other than as indicated);
(ll) Hydrant Flow Tests;
(mm) Tier II/III Encroachment Submittal Requirements;
(nn) Pavement Design;
(oo) Environmental Assessment;
(pp) Irrigation System Design;
(qq) Phasing Plans;
(rr) Landscape Plans;
(ss) Traffic Signal Design;
(tt) Structural Design or Detailing;
(uu) Horizontal Control Plan;
(vv) Earthen Cut/Fill Map;
(ww) Lighting Plans;
(xx) Intersection Design;
(yy) Right-of-Way Dedication/Easement Documents;
(zz) As-built Drawings or Record Drawings;
(aaa) Full Time Construction Observation;
(bbb) Address Plat, Address Assignment Card and Zone Lot Amendment;

(ccc) Specifications/Project Manual;
(ddd) Utility Locating and/or Potholing;
(eee) Video of Existing Utilities;
(fff) Pond Volume Certification;
(ggg) Construction Staking;
(hhh) Off-Site improvements design or studies other than as specified herein;
(iii) Extensive revisions to the plans due to changes proposed by the Owner, Architect, or Landscape Architect;
(jjj) Bidding or construction-period services, including as-built surveys, except as specifically included herein;
(kkk) Application or review fees;
(lll) Direct expenses incurred for courier delivery or outside reproduction. These costs will be invoiced to the Owner at our cost plus ten percent (10 %) to cover our costs of handling and coordination.

EXHIBIT B – ESTIMATED COST OF SERVICES

A.	CONCEPT PHASE	LUMP SUM
1)	Topographic Design Survey – Park Avenue Prelim Design Area	$ 4,900.00
2)	Utility Locates – Park Avenue Prelim Design Area	$ 1,500.00
3)	Preliminary Bridge Hydraulic Design	$ 4,350.00
4)	Preliminary Bridge Design	$ 14,380.00
5)	Preliminary Roadway Design	$ 6,570.00
		HOURLY FEE ESTIMATE
6)	Preliminary Bridge and Park Avenue Meetings and Coordination	$ 2,500.00
	Total	$ 34,200.00

The hourly fee shown is an estimate only. The actual fee for Hourly Services will be the actual hours worked for each classification of employee multiplied by the current HKS hourly rate, as appropriate.

The above fee proposal does not include direct expenses incurred for courier delivery, submittal review fee checks, overnight mail or outside reproduction and digital imaging. These costs will be invoiced to the Owner at cost plus ten percent (10 %), to cover costs of handling and coordination. We recommend that the Owner budget $ 2,000 to cover the cost of these expenses.

EXHIBIT C – HOURLY RATE SCHEDULE

(Rates effective through December 31, 2023)

Principal	$ 225.00 per hour
Associate Principal	$ 200.00 per hour
Department Manager	$ 185.00 per hour
Senior Project Manager	$ 180.00 per hour
Project Manager	$ 165.00 per hour
Senior Project Engineer	$ 155.00 per hour
Project Engineer	$ 150.00 per hour
Design Engineer	$ 140.00 per hour
Engineering Technician	$ 125.00 per hour
Engineering Intern	$ 80.00 per hour
Senior Utility Coordinator	$ 130.00 per hour
Utility Coordinator	$ 125.00 per hour
Construction Observer	$ 130.00 per hour
Survey Manager	$ 180.00 per hour
Survey Project Manager	$ 160.00 per hour
Construction Survey Manager	$ 160.00 per hour
Project Surveyor	$ 130.00 per hour
1-Person Survey Crew	$ 160.00 per hour
2-Person Survey Crew	$ 210.00 per hour
Clerical	$ 110.00 per hour

CITY OF RIFLE
PURCHASE REQUEST

1.	**Vendor Name** NEW: W-9 attached ☐
	Harris Kocher Engineering Group, Inc

2.	**Vendor Address**
	1120 Lincoln Street, Suite 1000 Denver, CO 80203

3.	**For the Purchase of (description)**
	Concept Design of Park Avenue Bridge

4.	**Amount Requested**	**Amount Budgeted**	**Finance Director Verified Funds Avail.**
	$34,200.00.	0	

5.	**Dept. Name**	**General Ledger Acct #**
	Streets	201-4313-400-320

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

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

8.		**Authorization Required**
	☐	City Manager
	✔	City Council

9.	**Signatures**		
	Position	**Signature**	**Date**
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	**Purchase Order # assigned by Finance**		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #8.f.

Agenda Item Name:
Consider Agreement with SGM for the Railroad Avenue Bridge Rehabilitation Design

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
Award for design of the Railroad Avenue Bridge Rehabilitation to SGM

Recommended Action:
Move to approve the Railroad Avenue Bridge Rehabilitation Joint and Overlay Design to SGM in the amount of $82,000

Fiscal Impact:
This project is accounted for in the 2024 budget and has sufficient funds for the the work to begin in 2023.

Operational Impact:
The improvements will reduce reactive maintenance on the bridge surface.

Prior Board Motions:
N/A

Background Information:
The Railroad Avenue Bridge was part of the CDOT devolution that made the surface the responsibility of the City and the bridge remained the responsibility of CDOT. For many years, the City has requested repairs to the bridge joints to allow repairs to the surface. As the joint repairs are deferred, the overlay has been as well. The City has now come to an informal agreement to repair the joints and then be reimbursed by CDOT. The design level of agreement required will be determined by the scope of the project, which will be identified through the design being requested for approval.

Executive Summary:
Repair of the Railroad Avenue bridge is beneficial to all of Rifle and the surrounding areas. The repairs needed to be performed by CDOT are not in any plans. Because of the urgency for Rifle to have the repairs performed, the City of Rifle is starting the process to repair both the CDOT and COR infrastructure and then be reimbursed for the CDOT repairs. SGM has performed bridge rehabilitation for the City of Rifle and CDOT. There will be an involved process in the design and because of that, the City is pursuing SGM, which has experience with the process.

Notification Requirements:
N/A

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:
1. Hwy13_BridgeRehab_Proposal
2. RR Ave Bridge Rehab Sole Source Design Memo
3. RR Ave Bridge Rehab Design PURCHASE REQUEST SGM 10.12.23

July 14, 2023

Craig Spaulding
Civil Engineer
City of Rifle
202 Railroad Avenue
Rifle, Colorado 81650

RE: Highway 13 Bridge Expansion Joint and Overlay Project

Dear Craig:

SGM is pleased to provide this scope of work to support the City of Rifle with the expansion joint replacement and overlay of the Highway 13 bridges. The mill and overlay limits will be Whiteriver Avenue on the north and the concrete pavement for the I-70 on/off ramp roundabout on the south. The work will include replacing the expansion joints and headers of two bridges: F-05-Q (Union Pacific Railroad) and F-05-R (Colorado River). Expansion joint replacement will include ADA compliant joints on the sidewalks. The roadway surface will be milled and overlaid with asphalt and the bridge decks will include a waterproof membrane.

Project Schedule

An exact design schedule has not yet been determined. The construction schedule will be coordinated with other City construction projects. The design schedule will need to allow required timeline for CDOT review prior to FIR and FOR meetings.

- Kickoff Meeting – Summer 2023
- FIR Meeting – Fall 2023
- FOR Meeting – Winter 2024
- Project Advertisement – Late Spring/Early Summer 2024

Scope of Work

The following tasks will support the development of the construction documents for the Highway 13 bridge expansion joint and overlay project. The work product consists of preliminary, final, and construction plans, project special provisions, bid schedule and bid addenda documents. All plans will be prepared in 11”x17” format to CDOT standards and City guidelines. Plans will be developed using AutoCAD software. Standard drawings and specifications for construction will be those used by CDOT/City of Rifle. CDOT nomenclature and work item codes will be used for bid items, references to the work and the preparation of estimates and bid tabulations. A complete list of deliverables is provided with the scope of work. All documents will be provided in electronic (PDF) format.

1.0 Initial Project Development and Project Management

Client Kickoff/DSR Meeting: SGM lead engineers and survey will kick-off the project with the City and CDOT at the DSR (Design Scoping Review) Meeting. This meeting will be held virtually. If there are significant changes to the scope of work as a result of the DSR meeting, additional fee will be negotiated.

Internal Project Kickoff Meeting: At the beginning of the project, SGM will assemble a team of engineers to discuss critical issues associated with the project. This meeting will provide initial direction to the design team and review the project goals, deliverables, and schedule.

Project Schedule: A baseline schedule will be developed that identifies critical tasks and anticipated timeframes for completing those tasks. The schedule will be monitored throughout the duration of the design phase and may be adjusted as directed by the City.

Monthly Invoicing: Review monthly Invoices and summarize project status, review of project budget, and review of project schedule.

Internal Coordination and Communication: Facilitate coordination and information sharing between the City Project Manager, CDOT and the design team.

Miscellaneous Project Meetings: Assume 4 Project Management Team meetings.

2.0 Preliminary Design (FIR)

The roadway and bridge basemap will be based off GIS aerial imagery and the as-built bridge plans.

Preliminary Bridge/Roadway Design: Bridge joint, overlay, waterproofing and deck repair details will be developed. Roadway removals, striping plan, and traffic control/phasing plans will be created. Project construction phasing is assumed to be 3-phases with potential night closures to finish the expansion joint replacements. This portion of work will also include the review of the existing bridge files including the most recent inspection reports, as-built plans for original construction and rehabilitation work and the load rating summary sheet. The City will request these documents from CDOT.

QA/QC Review: SGM will perform an in-depth review by senior staff who are knowledgeable in the approach disciplines. The project manager will review the deliverables for consistency and coordination.

Preliminary Design Review Meeting: SGM will attend the meeting with CDOT and the City to review comments on the preliminary submittal.

Deliverables

- Preliminary Plans
- Preliminary Cost Estimate

3.0 Final Design (FOR)

Final Bridge/Roadway Design: Bridge and roadway design will be substantially completed. Updates to the plans will be made based on the CDOT FIR meeting and City review comments. Project special provisions will be developed and the cost estimate will be updated.

QA/QC Review: SGM will perform an in-depth review by senior staff who are knowledgeable in the approach disciplines. The project manager will review the deliverables for consistency and coordination.

Final Design Review Meeting: SGM will attend the meeting with CDOT and the City to review comments about the final design submittal.

Deliverables

- 90% Plans
- 90% Cost Estimate
- 90% Special Provisions
- FIR Comment Response Form
- Bridge Calculations and Independent Check

4.0 Design Phase Completion (100%)

Any comments from the FOR meeting will be addressed in the Construction Documents.

Deliverables

- Final Plans
- Final Cost Estimate and Bid Form
- Final Special Provisions
- FOR Comment Response Form

5.0 Bid Phase Services

SGM will support the City during the bid process. This will include attending an onsite pre bid meeting, responding to contractor RFI's (Request for Information), updating plans and special provisions if needed, and providing stamped plans and special provisions.

Deliverables

- RFI responses
- Signed Plans
- Signed Special Provisions

Project Exclusions

The following items are not included within this project scope.

- Construction management or engineering support during construction
- Bridge deck cores, testing or inspection, asphalt cores
- Structure selection report
- Environmental or permitting services (including railroad permits/coordination)
- Survey or Right of way staking (GIS aerial imagery will be used for plan development, Survey will be included in the construction contract)
- Subsurface Utility Engineering (SUE)
- Geotechnical services, including pavement design
- Advertisement of project
- Updates to the bridge rating

Cost Estimate

We will complete these tasks on a time-and-materials basis. The total cost of the scope of work presented above is $82,000. A breakdown of the costs by task is presented in the attached fee schedule. We are available to discuss this scope of work and fee estimate with you at your earliest convenience. Please call me at 970-880-9502 or email me at marijeanf@sgm-inc.com to schedule a time to meet. We look forward to working with you on the successful implementation of this project.

Thank you,

Marijean Frymoyer, PE
Project Manager

SGM		ESTIMATED BY:	ML Frymoyer A Cline
PROJECT:	Hwy 13 Bridge Rehabilitation	DATE:	6/2/2023
CLIENT:	City of Rifle	REVISION:	1.0

SGM Hours and Labor Charges

No.	Code	Personnel Description	Name	Rate	Hours	Salary Labor
1	PIC	Principal-In-Charge/QAQC	Mike Fowler	$206.00	5	$1,030.00
2	PM	Project Manager	Marijean Frymoyer	$180.00	90	$16,200.00
3	LBE	Lead Bridge Engineer	Marijean Frymoyer	$180.00	56	$9,990.00
4	BD	Bridge Designer	Nolan Colucci	$151.00	128	$19,328.00
5	LRE	Lead Roadway Engineer	Ashley Cline	$165.00	80	$13,200.00
6	RD	Roadway Designer	Michael Morrison	$130.00	170	$22,100.00
				Subtotal	529	$81,848.00

Cost Breakdown by Phase

	Phase	Total Cost
1.0	Initial Project Development and Project Management	$9,692.00
2.0	Preliminary Design (FIR)	$35,536.00
3.0	Final Design (FOR)	$27,162.00
4.0	Design Phase Completion (100%)	$5,142.00
5.0	Bid Phase Services	$4,316.00
	Subtotal	$81,848.00
	Other Direct Costs	$117.72

TOTAL COST	**$82,000.00**

Hwy 13 Bridge Rehabilitation	SCHEDULE OF FEES											
PHASES AND TASKS	**SGM PERSONNEL HOURS**									**SGM**		**SUB.**
	PIC	PM	LBE	BD	LRE	RD	PLS	TMC	ST	Subtotal of Hours	Design Cost	N/A
1.0 Initial Project Development and Project Management												
1.1 Project Management and Coordination										0	$0	
1.1.1 Kickoff/DSR Meeting		4			2					6	$1,050	
1.1.2 Internal Project Kickoff Meeting		2		2	2	2				8	$1,252	
1.1.3 Project Schedule		2								2	$360	
1.1.4 Monthly Invoicing (Assume 1 Hrs/Mnth for 8 Mnth)		8								8	$1,440	
1.1.5 Coordination and Communication		16								16	$2,880	
1.1.6 Miscellaneous Project Meetings	1	4		4	4	4				17	$2,710	
Subtotal: Phase 1	**1**	**36**		**6**	**8**	**6**				**57**	**$9,692**	
2.0 Preliminary Design (FIR)												
2.1 Prelim Bridge/Roadway Design, Document Review	1	2	4	12	4	8				31	$4,798	
2.2 Preliminary Bridge/Roadway Plan Preparation										0	$0	
Cover Sheet						1				1	$130	
General Notes (1)						1				1	$130	
General Notes (2)						1				1	$130	
Standard Plans List						1				1	$130	
Summary of Quantities						2				2	$260	
Typical Sections						4				4	$520	
Removal Plan (1)						4				4	$520	
Removal Plan (2)						4				4	$520	
Overlay/Striping Plan (1)					2	4				6	$850	
Overlay/Striping Plan (2)					2	4				6	$850	
Traffic Control Plan - Phase 1 (1)					2	6				8	$1,110	
Traffic Control Plan - Phase 1 (2)					2	6				8	$1,110	
Traffic Control Plan - Phase 1 (3)					2	6				8	$1,110	
Traffic Control Plan - Phase 2 (1)					2	6				8	$1,110	
Traffic Control Plan - Phase 2 (2)					2	6				8	$1,110	
Traffic Control Plan - Phase 2 (3)					2	6				8	$1,110	
Traffic Control Plan - Phase 3 (1)					2	6				8	$1,110	
Traffic Control Plan - Phase 3 (2)					2	6				8	$1,110	
Traffic Control Plan - Phase 3 (3)					2	6				8	$1,110	
Bridge Plan and Elevation - Railroad			2	8						10	$1,568	
Typical Section - Railroad			2	4						6	$964	
Bridge Plan and Elevation - Colorado River			2	8						10	$1,568	
Typical Section - Colorado River			2	4						6	$964	
Deck Repair Details			2	8						10	$1,568	
Joint Details (3)			4	16						20	$3,136	
2.3 Preliminary Bridge/Roadway Cost Estimate			2	8	2	4				16	$2,418	
2.4 QA/QC Review and Plan Updates	1	4		4	2					11	$1,860	
2.5 FIR Submittal Package		2	2	2	2	2				10	$1,612	
2.6 FIR Design Review Meeting		4			2					6	$1,050	
Subtotal: Phase 2	**2**	**12**	**22**	**74**	**34**	**94**				**238**	**$35,536**	
3.0 Final Design (FOR)												
3.1 Final Bridge/Roadway Design		4	2	4	2	4				16	$2,534	
3.2 Final Bridge/Roadway Plan Preparation			4	16						20	$3,046	
Cover Sheet						1				1	$130	
General Notes (1)						1				1	$130	
General Notes (2)						1				1	$130	
Standard Plans List						1				1	$130	
Summary of Quantities						2				2	$260	
Typical Sections						2				2	$260	
Removal Plan (1)						2				2	$260	
Removal Plan (2)						2				2	$260	
Overlay/Striping Plan (1)					1	2				3	$425	
Overlay/Striping Plan (2)					1	2				3	$425	
Traffic Control Plan - Phase 1 (1)					1	4				5	$685	
Traffic Control Plan - Phase 1 (2)					1	4				5	$685	
Traffic Control Plan - Phase 1 (3)					1	4				5	$685	
Traffic Control Plan - Phase 2 (1)					1	4				5	$685	

Hwy 13 Bridge Rehabilitation	SCHEDULE OF FEES											
PHASES AND TASKS	SGM PERSONNEL HOURS									SGM		SUB.
	PIC	PM	LBE	BD	LRE	RD	PLS	TMC	ST	Subtotal of Hours	Design Cost	N/A
Traffic Control Plan - Phase 2 (2)					1	4				5	$685	
Traffic Control Plan - Phase 2 (3)					1	4				5	$685	
Traffic Control Plan - Phase 3 (1)					1	4				5	$685	
Traffic Control Plan - Phase 3 (2)					1	4				5	$685	
Traffic Control Plan - Phase 3 (3)					1	4				5	$685	
3.3 Bridge Design and Independent Check Calcs			4	8						12	$1,928	
3.4 Final Bridge/Roadway Cost Estimate			2	4	1	2				9	$1,389	
3.5 Bridge/Roadway Special Provisions		8	8		4					20	$3,540	
3.6 QA/QC Review and PS&E Updates	1	2	2	2	2	2				11	$1,818	
3.7 FIR Comment Resolution Responses		2	4		2	2				10	$1,670	
3.8 FOR Submittal Package		2	2	2	2	2				10	$1,612	
3.9 FOR Design Review Meeting		4			2					6	$1,050	
Subtotal: Phase 3	**1**	**22**	**28**	**36**	**26**	**64**				**177**	**$27,162**	
4.0 Design Phase Completion (100%)												
4.1 Update PS&E and Reports from FOR Review		2	2	4		2				10	$1,584	
4.2 Final PS&E Submittal Package		2	2	2	2	2				10	$1,612	
4.3 FOR Comment Resolution Responses		2	2		2					6	$1,050	
4.4 QA/QC Review and PS&E Updates	1	2			2					5	$896	
Subtotal: Phase 4	**1**	**8**	**6**	**6**	**6**	**4**				**31**	**$5,142**	
5.0 Bid Phase Services												
5.1 Bid Phase Coordination w/City		2								2	$360	
5.2 Pre-Bid Meeting On Site		4								4	$720	
5.3 Bidding Addenda/RFI Responses		4		4	4					12	$1,984	
5.4 Record Set Plans		2		2	2	2				8	$1,252	
Subtotal: Phase 5		**12**		**6**	**6**	**2**				**26**	**$4,316**	
TOTAL: Phases 1 - 5	**5**	**90**	**56**	**128**	**80**	**170**	0	0	0	**529**	**$81,848**	$0

MEMORANDUM

TO: Tommy Klein
FROM: Craig Spaulding
DATE: October 12, 2023
SUBJECT: RR Ave Bridge Rehab Design Sole Source Request

The City of Rifle has met with the Colorado Department of Transportation and currently has an informal agreement in which the City would perform repairs to the CDOT bridge joints and be reimbursed by CDOT. This would allow a much needed mill and overlay to the surface of the bridge.

There are very few bridge engineers in our area. SGM has two bridge engineers that have experience with CDOT processes and were recommended by CDOT for the design. The same engineers have also performed bridge rehabilitation work for the City with great success.

It is requested that because of their expertise and recommendation from the City and CDOT that SGM be used via sole source procurement. There are going to be many challenges with the project and having a trusted firm to navigate them will be a great benefit.

The proposal included contains the rates at which the project will be billed. These rates are comparable to bid rates received on other projects. The proposal is also inclusive of the CDOT process and the hours associated.

CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	SGM

2.	Vendor Address
	118 W. 6th St, Suite 200 Glenwood Springs, CO 81601

3.	For the Purchase of (description)
	Professional Services Associated with the Railroad Ave Bridge Rehab

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$82,000	$5,500,000	

5.	Dept. Name	General Ledger Acct #
	Streets	201-4313-400-751

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

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

8.	Authorization Required
☐	City Manager
✔	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

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

Agenda Item #8.g.

Agenda Item Name:
Consider Approving Resolution No. 28, Series of 2023 - Assigning ARPA Funding to Projects

Presenter:
Tommy Klein, City Manager

Item Description:
Consider approving Resolution No. 28, Series of 2023, assigning ARPA funding to projects.

Recommended Action:
Move to approve Resolution 28, Series of 2023, assigning ARPA funds to the specified capital improvement projects.

Fiscal Impact:
ARPA funding was assigned to capital projects prior to the presentation of this resolution and this action will not change our 2024 Proposed Budget.

Operational Impact:
None

Prior Board Motions:
None

Background Information:
The City was awarded $2,429,600.72 in American Rescue Plan Act (ARPA) funding. Staff would like Council to pass a resolution assigning the ARPA funding to specific capital projects as a precautionary measure.

Executive Summary:
The City was awarded $2,429,600.72 in American Rescue Plan Act (ARPA) funding. Staff would like Council to pass a resolution designating ARPA funding for specific capital projects as a precautionary measure. Although unlikely to pass, some members of Congress have discussed presenting a bill to retract unassigned ARPA funding from state and local governments. Other municipalities have passed similar resolutions out of an abundance of caution.

City of Rifle ARPA Funding Purchase and Designations
$274,047 for a Freightliner snowplow truck - Council authorized purchase in 2021
$1,165,526.72 for the Whiteriver and Highway 6 intersection improvements
$1,000,000 for the Park and Ride project

If a project does not require the total amount of ARPA funding allotted in the resolution, we will use the funding for a different capital project subject to Council review and approval.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
1. Resolution No. 28-ARPA Projects

CITY OF RIFLE, COLORADO
RESOLUTION NO. 28
SERIES OF 2023

A RESOLUTION OF THE CITY OF RIFLE, COLORADO APPROVING THE USE OF ARPA SLFRF FUNDS FOR THE PURCHASE OF A SNOWPLOW TRUCK, WHITERIVER AND HIGHWAY 6 IMPROVEMENTS, AND THE CENTENNIAL PARKWAY PARK AND RIDE PROJECT

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

WHEREAS, the City received funding through the American Rescue Plan Act (ARPA) under the State & Local Fiscal Recovery Funds (SLFRF) program totaling $2,439,600.72; and

WHEREAS, the City authorizes the use of $274,047 of ARPA SLFRF Funding received in 2021 for the purchase of a Freightliner Snowplow Truck and $2,165,526.72 for infrastructure improvements, all included in the 2024 Budget; and

WHEREAS, the City will track all expenditures, including ARPA SLFRF funded expenses through the City's Finance Department accounting system for the purpose of accurate accounting and annual audit verification.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.

2. Funds from ARPA in the amount of $274,047 are hereby designated to be spent for the purchase of a Freightliner Snowplow Truck and $2,165,526.72 on the following infrastructure projects:

Whiteriver and Hwy 6 Improvements	$1,165,526.72
Park and Ride Project	$1,000,000.00
Total	$2,165,526.72

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

CITY OF RIFLE, COLORADO

By: __________________________________
Mayor

ATTEST:

____
City Clerk

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #8.h.

Agenda Item Name:
Consider Agreement with JVA for Supplemental Environmental Project Consultation

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
Award to JVA for stormwater sampling and improvements associated with the 2023 SEP

Recommended Action:
Move to approve the agreement with JVA for the Stormwater Sampling and Regional Stormwater Quality Facility in the amount of $118,600.00

Fiscal Impact:
This project is being done in lieu of fines but was not a planned project.

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
A CDPHE violation outlined in the attached documents resulted in fines that could be paid or supplemented with an environmental project for the City. To ensure that users and taxpayers' money stayed within Rifle, the supplemental project was chosen. Sealed bids were posted for the consultation and no proposals were received. The City was able to get JVA to provide a proposal for the work which keeps the City in compliance with the SEP scope.

Executive Summary:
The Rifle Colorado Clean Stormwater project will implement a study at all outfalls to Rifle Creek. The study will be used to construct a stormwater quality area treating approximately 50 acres of developed land including some of Rifle's Downtown. A large portion of Rifle's development was performed with water quality features. Rifle's Downtown has ongoing regional drainage improvements. The older infrastructure between Rifle's downtown and new development does not have water quality features and has not been part of a water quality or stormwater study. This project will perform a study on all of Rifle's stormwater in this location and use the study to develop construction plans for a water quality improvement project.

Notification Requirements:
N/A

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:
1. SEP memo for release
2. SEP Consultation Sole Source Design Memo
3. Rifle Stormwater Quality Facility Letter Agreement
4. Rifle_FirstParty_StormwaterOutfall_SEPAgreement
5. SEP PURCHASE REQUEST JVA 10.12.23

I. Introduction

On January 17th, 2020, the City of Rifle was issued a Notice of Violation/Cease and Desist Order (NOV/CDO) from the Colorado Department of Public Health and Environment (CDPHE). The NOV/CDO was served in response to discharge permit violations for dissolved copper by the City's wastewater treatment facility. Domestic wastewater treatment works are not designed to remove metals. Even though the main constituents of sewage were effectively treated and removed, copper that was present in the water was not removed. The facility experienced intermittent non-compliance in 2015 – 2017, which became more continuous in 2018. In 2018, the City contracted with SGM Engineering for compliance assistance. The source of copper coming into the treatment plant was determined to most likely be from the normal erosion of copper pipes and fixtures in the water distribution system.

II. Background

The discharge permit limits for dissolved copper at the facility are **28 ug/L** for the daily maximum and **17 ug/L** for the monthly average. The limits are designed to be protective of aquatic life, specifically the Colorado pikeminnow and razorback sucker. Both fish are considered threatened/endangered by the US Fish & Wildlife Service (USFWS). The segment of the Colorado River in which the treatment facility's discharge is located is considered critical habitat for the threatened/endangered fish. Setting such conservative discharge limits for constituents like metals is standard practice for CDPHE when dealing with critical habitat.

In comparison, the human health standard for copper is much higher; the action level for copper in the Colorado Primary Drinking Water Regulations is **1,300 ug/L**. This level is fifty times higher than the standard for the threatened/endangered fish. The highest dissolved copper concentration in the facility's discharge was 121 ug/L. <u>At no time did the copper violations jeopardize public health or the agricultural water supply.</u>

III. Permit Violations and Solution

During the period of 2015 to 2020, the wastewater treatment facility experienced thirteen daily maximum copper violations and ten monthly average copper violations. The daily maximum violations ranged from 29.7 ug/L to 121 ug/L. The monthly average violations ranged from 18.8 ug/L to 46.2 ug/L.

To return to compliance, a chemical dosing system was designed by SGM Engineering. The system doses a polysulfide coagulant to the facility's treated water, which causes the copper to precipitate. Once the copper is in a solid phase, it is no longer as bio-available to the aquatic life in the Colorado River. Since it is no longer considered dissolved, any copper being discharged does not violate the facility's permit limits.

IV. Supplemental Environmental Project (SEP)

In lieu of fines, the City of Rifle has opted to complete a supplemental environmental project (SEP). The SEP will be undertaken as a settlement to the CDPHE enforcement action for the wastewater treatment facility's violation of the Colorado Water Quality Control Act. The SEP will consist of a study conducted on the City's stormwater system that discharges to Rifle Creek. The study will seek to quantify water quality impacts caused by the stormwater system and the results will be used to design a construction project to help mitigate the impacts. Re-sampling and analysis of the stormwater outfalls and Rifle Creek itself will determine the success of the project.

MEMORANDUM

TO: Tommy Klein
FROM: Craig Spaulding
DATE: October 12, 2023
SUBJECT: SEP Consultation Sole Source Request

In lieu of fines, the City of Rifle has opted to complete a supplemental environmental project (SEP). The SEP will be undertaken as a settlement to the CDPHE enforcement action for the wastewater treatment facility's violation of the Colorado Water Quality Control Act. The SEP will consist of a study conducted on the City's stormwater system that discharges to Rifle Creek. The study will seek to quantify water quality impacts caused by the stormwater system and the results will be used to design a construction project to help mitigate the impacts. Re-sampling and analysis of the stormwater outfalls and Rifle Creek itself will determine the success of the project.

This study was put out for a formal bid and no bids were received. The city has been able to get a proposal from JVA that has experience with SEPs and stormwater sampling.

The proposal is $2k below the estimate provided to CDPHE and is therefore deemed fair and competitively priced.

Because of the requirements put forth by CDPHE on this projects completion the City needs to continue with JVA.

JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

www.jvajva.com

October 11, 2023

Mr. Craig Spaulding, Civil Engineer
City of Rifle
202 Railroad Avenue
Rifle, Colorado

Reference: City of Rifle – Stormwater Sampling and Regional Stormwater Quality Facility
Letter Agreement for Civil Engineering Services

Dear Craig:

JVA, Inc. (JVA) has estimated the scope of work and associated fees required for the stormwater sampling at major outfalls along Rifle Creek and development of a regional stormwater quality facility project in the City of Rifle (City/CLIENT).

SCOPE OF WORK

The scope of services below is based on our discussions to date and review of the information provided. As part of an enforcement action by Colorado Department of Public Health and Environment, the City of Rifle is undertaking a Supplemental Environmental Project to sample and treat stormwater runoff from a portion of the downtown Rifle area.

For purposes of this proposal, we have included Basic Services for the development of the site alone. If additional roadway and utility infrastructure is required outside this area, we have assumed that this will be negotiated separately. Based on this information and our understanding of the design efforts required for stormwater quality project, the civil engineering services anticipated for this project include the following detailed tasks:

Initial Investigation

1. JVA will attend an initial kickoff meeting with the City of Rifle. At that time, we will assess the existing site conditions in the field and finalize stormwater sampling locations. Publicly available topography and GIS data will be utilized for this phase of work.

2. JVA will purchase and install stormwater samplers at up to nine locations within drainage structures or drainageways. Disposable sample containers will be provided for up to three storm events and collected by JVA after each storm event. At the end of the project, the sampler mounting kits will be provided to the City.

3. JVA will send the stormwater samples to Colorado Analytical for laboratory testing. The samples will be tested for the following common stormwater pollutants and identified pollutants in the segment of the Colorado River near the City:

   Nitrogen – TKN, Nitrogen – Total, Nitrogen – Nitrate, Nitrogen – Nitrite, Nitrogen – Ammonia, Phosphate – Ortho, Phosphate – Total, Solids - Non-filterable (TSS), Arsenic Cadmium, Chromium, Copper, Lead, Nickel, Selenium, Zinc

4. JVA will review the laboratory test results and summarize the findings in a report. We will meet with the City at the end of the phase to discuss the findings.

Preliminary Design Phase

5. JVA will prepare an alternatives analysis identifying potential stormwater control measures (SCM) based on found pollutants.

6. JVA will prepare a preliminary design report that includes SCM sizing, preliminary plans and opinions of probable cost (OPC) for up to two SCM options. The plans will be based on publicly available topography and GIS information. A field survey will be acquired during the final design phase for the selected option.

7. JVA will meet with the City to review the preliminary documents and address comments received from the City.

Final Design Phase

8. JVA will acquire a field topographic survey and utility locates for the selected SCM option. As the full scope of the survey area isn't known at this time, up to three days of field time are anticipated for this work. Fees will be negotiated separately for work that exceeds the three days.

9. JVA will finalize the design of the selected SCM based on the updated survey. The preliminary design report will be updated.

10. JVA will produce the construction plans, specifications and update the construction OPC.

11. As the work occurs only within the City of Rifle, no additional permitting is anticipated. The Colorado Water Conservation Board (CWCB) is currently developing floodplain mapping for Rifle Creek. JVA will coordinate with CWCB on incorporating the as-built topography into the floodplain model. In the event the topography can't be incorporated in the model, a separate Letter of Map Revision may be required and fees for this will be negotiated separately.

12. JVA will meet with the City to review the construction documents and address comments received from the City.

Bid and Construction Phase Services

13. Bid phase services include attendance at the prebid meeting and addendum preparation. Services during construction comprise of the review of product submittals, change order documentation, and response to contractor information requests for civil engineering related items. Any combination of six site meetings (construction kick-off meeting, site observation visits, and/or punchlist meeting) will also be included during the work progress. We have assumed that the CLIENT will provide the lead on all the bidding and construction services for this project.

Project Closeout

14. Construction record drawings will be produced from contractor submitted records or as-built survey information provided by others.

15. JVA will place disposable stormwater sample containers at the previously approved nine locations. Samples will be taken for up to three storm events.

16. JVA will send the stormwater samples to Colorado Analytical for laboratory testing.

17. JVA will review the laboratory test results and summarize the findings in a report. We will meet with the City at the end of the phase to discuss the findings.

SURVEYING: We have included Bookcliff Survey on our team for this project. They are highly qualified, extremely professional, and have significant experience working in Rifle on similar projects and can start on this project immediately. JVA will initiate the services of Bookcliff Survey to prepare a new project survey that includes public utilities and topography information. The owner will need to provide a recent title commitment. Surveying of other non-City "dry" utilities (gas, electric, cable, etc.) is highly recommended and will require a private utility location company. Once the dry utilities are located, they will be field surveyed and shown on the survey. Utility easement exhibits have not been included in the project at this time. It is assumed there will be no right-of-way vacation/dedication, lot line delineation, or boundary line dispute resolution work is included at this time. Currently it is assumed that the proposed project is currently platted and has monumentation information. The final fee is subject to review and revision based on actual boundary and monument information, requirements above and beyond the typical State of Colorado platting statutes, and encountered field and legal platting issues.

BASIS OF PAYMENT

The basis of payment for the scope of work described above will be monthly billings based on the percentage of lump sum completed to date including standard reimbursable expenses such as mileage, travel, and printing and does not include permitting fees. This amount will not be exceeded without written authorization of the CLIENT.

Basic Civil Engineering Services

Initial Investigation Phase	$ 30,900
Preliminary Design Phase	$ 20,900
Final Design	$ 35,100
Bid and Construction Services	$ 8,200
Project Closeout	$ 23,500
TOTAL LUMP SUM FEE	$118,600

Exclusions: Services resulting from significant changes to the project scope, significant bid alternate design, rezoning/replatting, and significant site plan changes and additional design work or plans related to field conditions or contractor issues after plans are complete that could not have been reasonably foreseen may require extension of the time scheduled for our work and additional fees. Additional municipal submittals or public hearings required for planning department review and approval will be considered additional services may require extension of the time scheduled for our work and additional fees. Environmental assessment or design efforts for contamination cleanup measures are not included at this time. This proposal assumes that the development is designed and constructed in one phase. Overlot grading plans, early start grading/foundation packages, phased plans, and alternate designs will require additional services. Additional services will be required for coordination and submittals to Garfield County, FEMA or other regulatory agencies other than the City of Rifle.

SCHEDULE

We can begin working with your team immediately and plan to meet required project deadlines. This proposal is good for 90 days. Once the project is underway, should it be halted at any time for more than 120 days, the design team shall have the option of assessing a project restart fee and negotiating the contract fee. We assume that this project will be completed within 1 year, if the project extends beyond this timeline, JVA shall have the option to reassess the fee.

Limitation of Liability

The Owner and/or Client agrees to limit JVA's liability and its employees' liability on account of property or consequential damages to the Owner, Client and all construction contractors on the project arising from JVA's negligence, professional acts, errors, or omissions, such that the total aggregate liability of JVA to all those named shall not exceed $50,000.

If you are in agreement with the scope in this letter, please indicate by signing below and returning a copy to this office as our authorization to proceed. All of us look forward to working with City of Rifle on this project and continuing to build upon our positive past relationships.

Sincerely,
JVA, Incorporated

By: ______________________________
Chad Cantrell, P.E.
Senior Engineer

Attachments: General Conditions

Accepted by:
City of Rifle

____

____
Title Date

JVA, INC.
STANDARD TERMS AND CONDITIONS FOR
ENGINEERING SERVICES

These General Conditions are attached to and made a part of the preceding Letter Agreement between the stated CLIENT and JVA, Inc. (JVA). Any specific provision of the Letter Agreement which conflicts with provisions of these General Conditions supersedes the conflicting provisions of these General Conditions.

SECTION 1 - BASIC SERVICES OF JVA

1.1 Scope of Services

JVA shall perform professional services as set forth in JVA's Proposal and Letter Agreement.

1.2 Copies of Documents

Unless specifically provided for in the Letter Agreement, JVA shall furnish one reproducible set of instruments of services, as appropriate, at the end of each project phase. Additional copies will be supplied at JVA's costs of printing and distribution, plus a reasonable profit.

1.3 Construction Phase

If the project includes a Construction Phase, JVA shall perform the professional services stated in the Letter Agreement, *subject to the following* Terms and Conditions:

1.3.1. JVA shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of contractor's work. JVA shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). JVA shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

1.3.2. Insofar as jobsite safety is concerned, JVA is responsible solely for its employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of JVA, nor presence of JVA or its employees and subcontractors, shall be construed to imply JVA has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CLIENT agrees that the construction Contractor(s) is solely responsible for jobsite safety, and this intent shall be made evident in CLIENT's agreement with the construction Contractor(s).

1.3.3. CLIENT acknowledges that JVA will not be a party to any construction contract and that all authority and responsibility to reject work or stop work is Owners as a party to the construction contracts. JVA shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an interpreter of the Contract Documents.

1.3.4. By approving a Contractor's pay applications or other requests for payment, JVA will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by JVA to check the quality or quantity of the work or to review the associated means, methods, sequences, techniques or procedures of construction or safety precautions or programs. JVA has made no examination to ascertain how or for what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances. By recommending payments to others, JVA does not imply that others have completed their work in accordance with the Contract Documents.

1.3.5. JVA shall be entitled to rely on information provided by each Contractor. Any services requested of JVA as the result of questions regarding the Contractor's work shall be compensated as an Additional Service.

1.3.6. JVA shall not be responsible for the acts or omissions of any Contractor(s), or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except JVA's own employees' and agents' negligent acts or omissions) at the site or otherwise performing any of the Contractor(s)' work.

1.3.7. CLIENT acknowledges that JVA has exercised its professional judgment in preparing instruments of service, and that JVA does not warrant a specific result by virtue of preparing said instruments. The instruments of service are not warranted to be free of error or omission, and situations may arise during the construction of the Project when interpretations or corrections to the instruments of service will be required.

JVA cannot sign any certification, no matter by whom requested, that would result in JVA certifying the existence of conditions whose existence JVA has not verified.

1.4 Delay

The duties and responsibilities of JVA are expressly conditioned upon the expectation that the project will proceed expeditiously. Delay of project completion for reasons beyond JVA's control may result in Additional Services, which shall be compensated as provided in Section 2.

SECTION 2 - ADDITIONAL SERVICES OF JVA

2.1 If authorized by CLIENT, JVA shall furnish or obtain from others Additional Services which are outlined but not included in the Letter Agreement; these will be paid for by CLIENT as provided in Section 5.
2.2 Where maximum or "not-to-exceed" fee amounts are identified in the Letter Agreement, Payments for Additional Services and Reimbursable Expenses associated with the Basic and Additional Services shall not be subject to the maximum payment amounts unless expressly included, but Additional Services may be subject to a separate maximum payment amount, negotiated at the time JVA is directed by CLIENT to provide such Additional Services.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

3.1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability and any budgetary limitations; all available information pertinent to the Project including previous reports and other data relative to design or construction of the Project; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

3.2. Furnish to JVA, as necessary for performance of JVA's Basic Services, data prepared by or services of others, including without limitation, field control surveys with reference points and base lines, property, boundary, easement, right-of-way, topographic, and utility surveys; geotechnical reports and data, including all borings, laboratory test results, , hydrographic surveys, and all available interpretations of the foregoing; all available data describing existing facilities; zoning, deed and other land use restrictions;. CLIENT shall provide drawings to reasonable scale with data sufficient to allow JVA to understand and analyze the project.

3.3. Provide access to and make provisions for JVA to enter upon public and private property as required for JVA to perform its services.

3.4. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by JVA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of JVA; Give prompt written notice to JVA whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of JVA's services.

3.5. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project; Provide all advertisements, notices, postings required by law or customary usage including, but not limited to, those required by regulatory or other governmental bodies, solicitations, invitations or advertisements for bid, offer or proposal, and advertisement pursuant to project close out, or notification of potential lienholders or claimants; Include in any construction contracts entered into as a part of this project, any and all clauses, terms, conditions or provisions necessary to give this Letter Agreement full force and effect.

SECTION 4 - PERIOD OF SERVICE

4.1. JVA will perform its professional services in a timely manner consistent with customary professional practices. If CLIENT has requested, or the construction process results in, significant modification or changes in the scope of the Project, the time of performance of JVA's services and its various rates of compensation shall be adjusted appropriately.

4.2. If JVA's performance of services is delayed for more than 90 calendar days for reasons beyond JVA's control, JVA shall on written request to CLIENT (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond JVA's control, or if JVA for any reasons is required to render services more than one year after JVA's proposed date of completion of services, JVA's rates of compensation provided for elsewhere in this Agreement shall be equitably adjusted.

SECTION 5 - PAYMENTS TO JVA

5.1 Methods of Payment for Services and Expenses of JVA

5.1.1. CLIENT shall pay JVA for Basic Services and Additional Services an amount based on the Letter Agreement amounts or JVA's Regular Hourly Rates of the personnel assigned to the Project, plus Reimbursable Expenses at actual cost, times a factor of 1.10. 5.1.2. Cost of Service: Billings will be based on the percentage of services performed, plus Reimbursable Expenses incurred, according to the JVA's current rate schedule, unless noted in the Letter Agreement.

5.2 Times of Payment

5.2.1. JVA shall, prior to the last week of each month, submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to JVA's monthly invoices. Payment is due 30 days from the date of the receipt of invoice.

5.3 Other Provisions Concerning Payments

5.3.1. If CLIENT fails to make payments by the due date, the amounts due JVA shall include a late charge at 1.5% per month from said due date; and, in addition, JVA may, after giving seven calendar days' written notice to CLIENT, suspend services under the Letter Agreement until it has been paid in full.

5.3.2. This Agreement may be terminated upon the CLIENT's written notification of termination of his agreement with the Owner, or upon fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement. If terminated due to the fault of others, JVA shall be paid for services and reimbursable costs incurred.

5.4 Definitions

5.4.1. Regular Hourly Rates includes salaries or wages paid as well as indirect costs and fringe benefits, general overhead, and profit, for all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks and Administrative personnel.

5.4.2. Reimbursable Expenses means the actual expense incurred in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representative and their assistants; reproduction of reports, Drawings, Specifications; the cost of insurance endorsements procured specifically for the Project, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by CLIENT, overtime work requiring higher than regular rates. Reimbursable Expenses shall include the amounts paid by JVA to special consultants employed by JVA for such consultants' services and Reimbursable Expenses and shall also include expenses incurred for appropriate charge for previously established computer programs, computer usage, computer aided drafting machine usage, and expenses of photographic production techniques.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Probable Cost

6.1.1. JVA has no control over the cost of labor, materials, equipment or services furnished by others, Contractor(s)' methods of determining prices, or market conditions. Any opinions of probable Cost provided by JVA are made on the basis of its experience and represent its judgment as a professional engineer. JVA cannot and does not guarantee that proposals, bids, or actual Project or Construction Costs will not vary from opinions of probable cost.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Instruments of Service

All documents, including Reports, Drawings, Specifications, field data, field notes, laboratory test data, calculations, estimating and other similar documents, in any form whatsoever, prepared by JVA, are Instruments of Service, and not products, and remain the intellectual property of JVA. Instruments of Service include reproducible originals, copies, handwritten materials, electronic computer media files of all kinds. They are not intended or represented to be suitable for reuse by CLIENT or others on any other project. JVA grants CLIENT an revocable license to CLIENT to use and reproduce any instruments of service as required for the project, and will provide CLIENT with electronic drawing files in AutoCAD for record purposes. Any reuse of these instruments not for the specific purpose intended, and any errors introduced by CLIENT's reproduction or interpretation of Instruments of Service from one form to another will be at CLIENT's sole risk and without liability or legal exposure to JVA. CLIENT shall indemnify and hold harmless JVA from all claims arising out of or resulting therefrom.

7.3. Controlling Law

This Agreement is to be governed by the law of the State of Colorado, and jurisdiction and venue shall be in the Colorado District Courts.

7.4. Standard of Care

7.4.1. JVA will exercise its professional judgment in performing services under this Agreement. Services performed by JVA will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CLIENT recognizes that JVA does not warrant a specific result. Reports, Drawings, Project Manual, and other instruments of service are not products and are not warranted to be free of error or omission, and situations may arise requiring interpretations or corrections to the Drawings, Project Manual, and other instruments of service.

7.4.2. CLIENT acknowledges that JVA is a corporation and agrees that any claim made by CLIENT arising out of any act or omission of any director, officer or employee of JVA in the execution or performance of this Agreement, shall be made against JVA, Inc. and not against past or present director, officer or employee thereof.

7.4.3. Design and construction techniques are continually evolving. The codes, and regulations imposed by various government entities relative to design and other issues likewise are subject to change. JVA may select acceptable, effective design approaches that, through no fault of its own, are deemed unacceptable by the time JVA's design or design recommendations are ready for execution. CLIENT agrees to pay JVA's additional reasonable fees and expenses made necessary by JVA being required to modify Instruments of Service to comply with codes and regulations adopted after the preparation of such Instruments.

7.4.4. CLIENT and JVA recognize that JVA is providing a professional service and that CLIENT's project is a unique undertaking involving many factors which cannot be projected with exactitude. CLIENT and JVA acknowledge that the factors developing or discovered during the contract term and the uniqueness of CLIENT's project may require engineering services which cannot be anticipated at the time of contracting. JVA will advise CLIENT if the need for such services becomes apparent, and CLIENT and JVA shall negotiate an amendment to this Agreement to include said additional services.

7.5. Asbestos or Hazardous Materials

7.5.1. The professional service contracted for hereunder were contracted for with the expectation JVA that no asbestos or hazardous materials, as defined by the U.S. Environmental Protection Agency, will be encountered.

7.5.2. JVA has no expertise in the recognition of asbestos or other hazardous materials and disclaims any responsibility for the discovery, presence, control, removal, remediation, or handling of such materials in connection with the Project.

7.6. Successors and Assigns

7.6.1. Neither CLIENT nor JVA shall assign, sublet or transfer any rights under or interest in this Agreement. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this Agreement shall prevent JVA from employing such independent consultants,
associates and subcontractors as he may deem appropriate to assist it in performing the services hereunder.

7.6.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and JVA.

7.7 Default

7.7.1. In the event JVA incurs attorneys' fees and court costs in the collection of amounts due from CLIENT under this Agreement, shall be liable for JVA's costs of collection.

7.7.2. Neither party shall be liable to the other for any consequential damages in connection with this Agreement or the Project. Consequential damages include, but are not limited to, loss of use, rent, revenue, opportunity, or sales, fines, penalties, and liquidated damages.

7.8 Dispute Resolution

7.8.1. The CLIENT and JVA agree that all disputes arising from or related to JVA's services shall be brought to the attention of the other party within a reasonable time period after the claim is known to the claiming party.
The dispute shall be discussed by management of each party. Should these efforts fail to resolve the dispute, then the parties hereto agree to settle the dispute through mediation. The parties shall mutually agree on mediator selection and shall share the costs of the mediation equally. Mediation shall occur within 60 days of notice of the dispute, unless the parties agree to a different schedule.

7.8.2. **Mandatory Arbitration.** In the event the parties cannot resolve the dispute through mediation, the parties shall engage in binding arbitration pursuant to the Colorado law and the Construction Industry Rules of the American Arbitration Association. Each party shall bear its own costs of arbitration.

7.9 Severability

Any element of this Agreement deemed by a court of competent jurisdiction to be void or unenforceable shall be severable, , and all remaining provisions shall continue in force.

7.11 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

7.12 Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CLIENT and JVA shall survive the completion of the services hereunder and the termination of this Agreement.

7.13 Excluded Services

7.13.1. Services available from JVA are limited to those specified in the Letter Agreement. Other services that are available and applicable to CLIENT’s project have been made known and explained to CLIENT.

7.13.2. CLIENT hereby waives any and all claims and demands for damages, costs, losses, and expenses of any nature and extent against JVA and agrees to defend, indemnify and hold JVA harmless from any third-party claim, action or demand for injury or loss allegedly arising from JVA’s failure to perform a service CLIENT has not engaged JVA to perform. CLIENT further agrees to compensate JVA for any time spent or expenses incurred by JVA in defense of any such claim, in accordance with JVA’s prevailing fee schedule and expense reimbursement policy.

SECTION 8 – INTEGRATION

8.1 Integration

The Letter Agreement and these General Conditions (consisting of pages **1 through 5**, inclusive), constitute the entire Agreement between CLIENT and JVA and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by written agreement of both parties.

END OF GENERAL CONDITIONS

First Party Supplemental Environmental Project (SEP) Agreement (Revised 9/21/2022)

Document is completed by the first party, regulated entity.

The regulated entity, identified below, submits the following SEP proposal to the Colorado Department of Public Health and Environment (the department) for consideration. If the application is approved, it shall be signed by appropriate representatives of the department. If the approved document is then signed by the applicant, it shall serve as the SEP agreement for the project(s) at issue.

Enforcement action information

Regulated entity name: City of Rifle
Enforcement case no.: MO-200117-1

Regulated entity/First party project manager

Craig Spaulding, Civil Engineer
City of Rifle
202 Railroad Avenue
Rifle, CO, 81650
970-309-1267
cspaulding@rifleco.org

Department SEP coordinator

Elizabeth Scherer
720-515-0236
Elizabeth.scherer@state.co.us

Geographic area served

Garfield County

SEP category

Pollution Prevention, Pollution Reduction, Public Health and Safety

Project title

Rifle Colorado Clean Stormwater

Project summary

The Rifle Colorado Clean Stormwater project will perform a study at 9 proposed outfalls to Rifle Creek. The study will be used to construct a bioretention area and/or water quality features treating approximately 50 acres of developed land including some of Rifle's

Downtown. A large portion of Rifle's development was performed with water quality features. Rifle's Downtown has ongoing regional drainage improvements. This project was not previously planned or budgeted for but does lie in between two improved areas, making it a good potential project. The older infrastructure between Rifle's downtown and new development does not have water quality features and has not been part of a water quality or stormwater study.

Prior commitments

No.

Project description

The project will include the collection and analysis of data, and improve and maintain water quality in Rifle Creek. Data will be collected at all outfalls in order to provide a baseline and help source any type of pollution.

The project goals and objectives are to:

- Data Collection: Data collection will occur at all stormwater outfalls of Rifle Creek at varying rain and dry events. Data collection will include but is not limited to flow rates, rainfall amounts, amount of trash/debris, and suspended sediment concentrations.
- Analysis: The collected data will be compiled and analyzed to determine which improvements need to be made at stormwater outfalls to Rifle Creek.
- Design: The improvements identified through the analysis process will be used to create construction documents and to implement water quality features.
- Construct: Water quality features will be constructed.
- Validation: After all construction is completed, the same data points will be recollected from Rifle Creek, analyzed, and compared to the initial data collection to validate the work and ensure the desired improvements were achieved.

The project will begin by creating an RFP for professional services. These services will include data collection, analysis, design and construction documents, and post-construction validation. The RFP will be posted publicly and awarded at a regular council meeting. Once awarded and contracted, the successful design firm will collect the Rifle Creek data to be analyzed. The analysis will be turned into a study that details the improvements needed. The improvements will then be turned into construction documents that will be posted publicly in a bid process. The successful bidder will construct the water quality improvements. After construction is completed, the design firm will re-sample Rifle Creek to ensure the desired improvements were achieved. The entire process will then be compiled into a final report.

The improvements to water quality will better sustain the outdoor activities that are valued by Rifle's community.

The improvements are pointed at a 50 acre drainage basin that produces 26 acre feet of runoff annually, using NOAA rainfall data. This drainage basin is currently controlled only with manhole and inlet sumps.

The project is the first of its kind in the Rifle area and will benefit all future projects with similar intent.

Colorado's Enviroscreen tool indicates the project covers some areas that are classified as disproportionately impacted communities. Areas of the drainage basin being assessed are listed as *more than one category* (low income, people of color, and/or a housing burden). See **Photos or Maps Related** to this Project below.

Project work plan

Please specify project activities or deliverables below, as well as completion dates associated with project milestones and reports. Status reports are required biannually for projects 1 year in duration or longer. For projects under one year, a status report is required approximately half way through the project. Add rows as needed.

Activities / Deliverables	Staff responsible	Due date
Proposed implementation start date	Civil Engineer, City of Rifle	Within 30 days of the date of the Consent Order
RFP	Civil Engineer, City of Rifle	March 2023
RFP Award	Civil Engineer, City of Rifle	May 2023
Biannual status report due	Civil Engineer, City of Rifle	July 1, 2023
Data Acquisition	Successful Engineering Bidder, TBD	September 2023
Final Stormwater Study and Construction Plans	Successful Engineering Bidder, TBD	December 2023
Biannual status report due	Civil Engineer, City of Rifle	January 2, 2024

RFB	Civil Engineer, City of Rifle	January 2024
RFB Award	Civil Engineer, City of Rifle	March 2024
Biannual status report due	Civil Engineer, City of Rifle	July 1, 2024
Construct Stormwater Quality Features	Successful Construction Bidder, TBD	July 2024
Measure Improvements	Successful Engineering Bidder, TBD	November 2024
Final Report	Civil Engineer, City of Rifle	December 2024
Project completion date	Civil Engineer, City of Rifle	November 2024
SEP completion report due	Civil Engineer, City of Rifle	December 31, 2024

Expected environmental and/or public health measures/results

The project will provide useful data of water quality of Rifle Creek before and after implementation of constructed improvements. The data collected will also be useful for baselines and mitigation effectiveness for all drainages in Rifle.

Project budget

Complete the summary table below and itemize expenses according to the budget categories provided. Add lines as necessary. Documentation of all expenditures is required as part of the completion report.

Category	**Description**	**SEP funds**	**Matching funds (if applicable)**	**Total cost**

Contractors / subcontractors	Consulting Firm Study, Design and post-monitoring	$120,000	$0	$120,000
	Construction Firm	$65,000	$0	$65,000
	Total:	**$185,000**	**$0**	**$185,000**

***Please note:** Any categorical changes exceeding 10% of the **total** budget require prior written approval from CDPHE through a SEP Modification.*

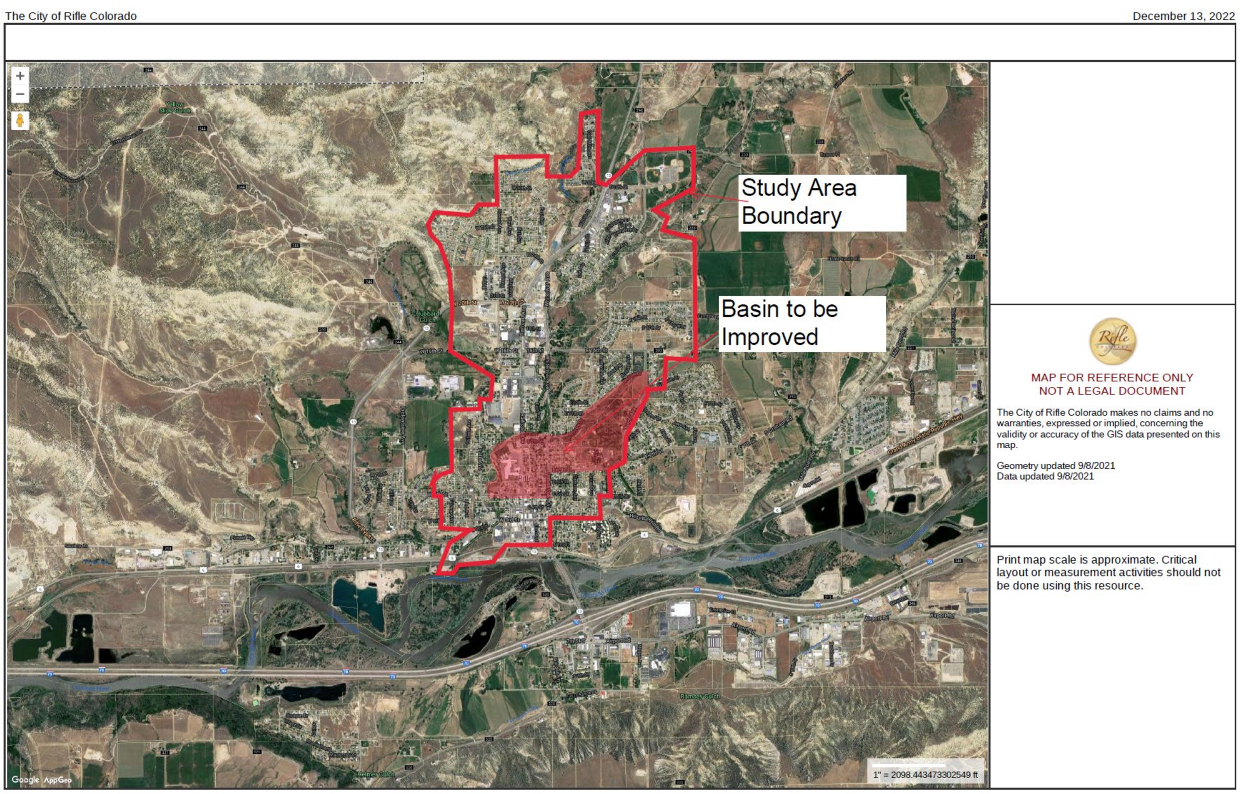
Budget discussion / financial benefit

The budget was developed using knowledge and data from previous projects. The City of Rifle has recently designed multiple stormwater projects and conducted a water and wastewater masterplan all of which were bid projects with tabulations that were used for the cost estimate.

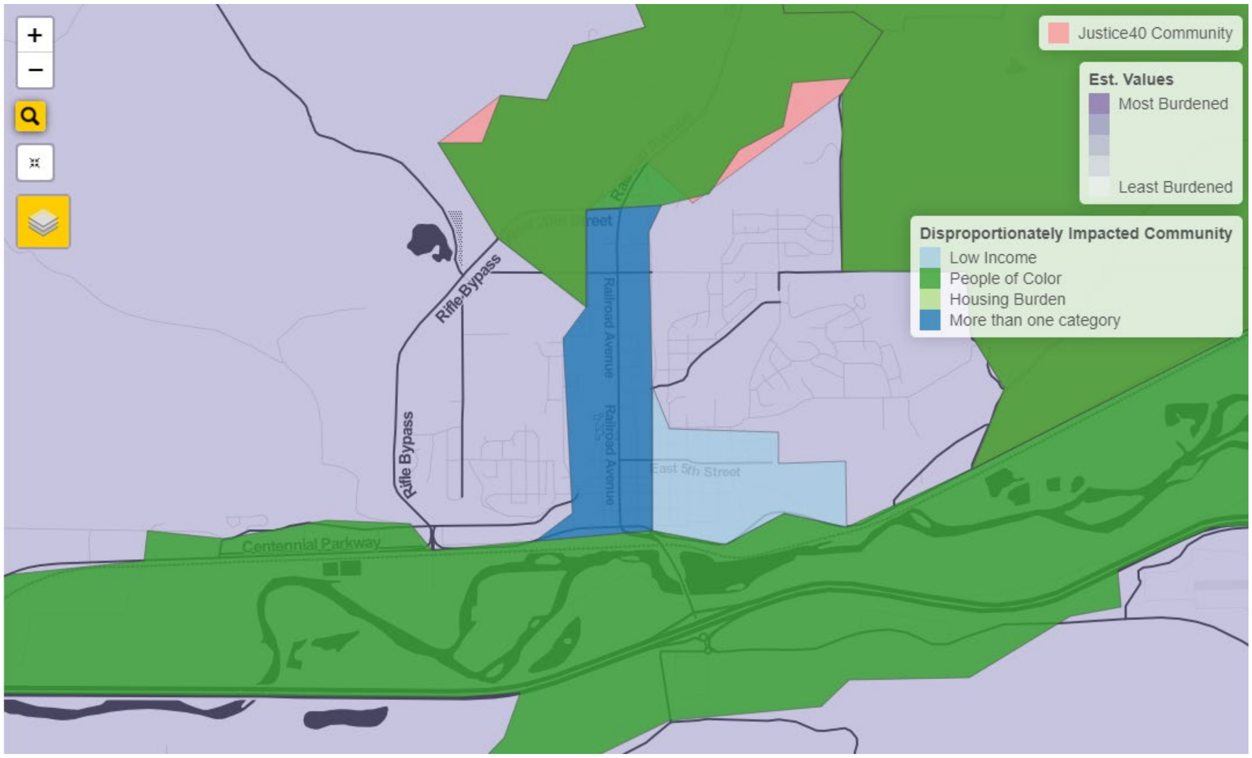
Other relevant information

This project will provide data and construction practices that can be used as a model for future projects within Rifle and surrounding areas.

Photos or maps related to the project:

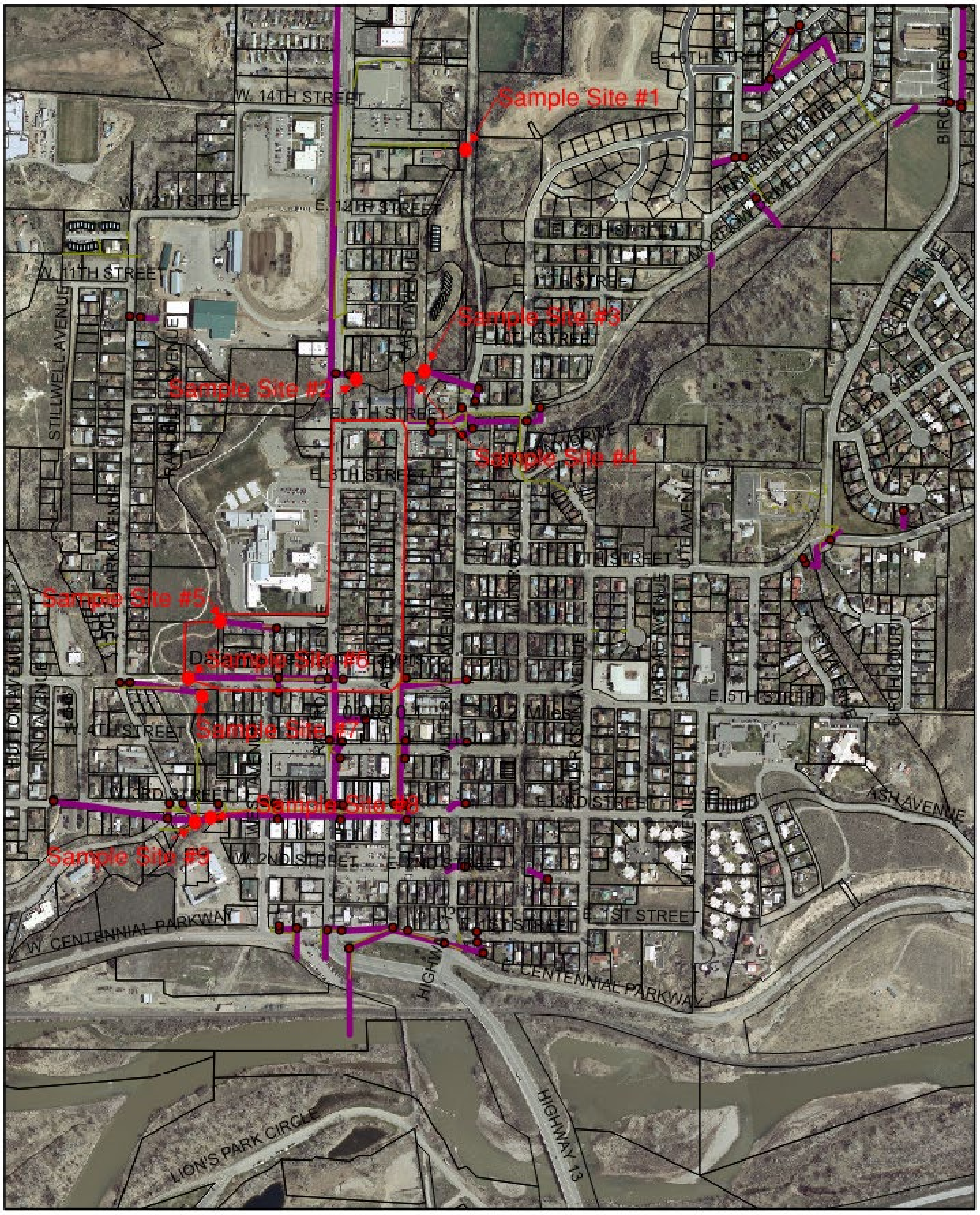


From Colorado's Enviroscreen tool:


Justice40 Community
Est. Values
Most Burdened
Least Burdened
Disproportionately Impacted Community
Low Income
People of Color
Housing Burden
More than one category
Rifle Bypass
Rifle Bypass
Railroad Avenue
Railroad Avenue
East 5th Street
Centennial Parkway

Page **6** of **9**

COR Storm Sewer



Coordinate System: NAD 1983 UTM Zone 13N
Projection: Transverse Mercator
Datum: North American 1983
False Easting: 500,000.0000
False Northing: 0.0000
Central Meridian: -105.0000
Scale Factor: 0.9996
Latitude Of Origin: 0.0000
Units: Meter

N

0 0.05 0.1 0.2 Miles

Legend

- STORMDRAIN
- Underground Storm
- Primary Study Area

Reporting requirements

Biannual status reports

The regulated entity will submit a biannual project status report to the department's SEP coordinator. Status reports will include, at a minimum, the following information and be submitted using the department's status report form:

- A description of activities completed to date;
- A budget summary table listing funds expended to date by budget category; and
- A discussion of any anticipated changes to the project scope or timeline.

SEP completion report

The regulated entity will submit a SEP completion report to the department's SEP coordinator within 30 days of project completion and contain at a minimum:

- A detailed description of the project as implemented;
- A summary table identifying project deliverables and tasks along with the associated completion date;
- A description of any operating problems encountered and the solutions thereto;
- A full expense accounting including itemized costs, documented by copies of purchase orders, contracts, receipts or canceled checks;
- Certification and demonstration that the SEP has been fully implemented pursuant to the provisions of the Settlement Agreement and this SEP Agreement;
- A description of the environmental and public health benefits resulting from implementation of the SEP along with **quantification** of the outcomes and benefits;

Additional information will include:

- Examples of brochures, educational or outreach materials developed or produced as part of the SEP; and
- Photographs documenting the project.

This section to be completed in the event of a SEP agreement only

Certification statement

I, Craig Spaulding, Civil Engineer, certify on behalf of the City of Rifle, that the City of Rifle agrees to implement the project as described in this document and that the City of Rifle has not entered into any prior commitments to fund this project, voluntary or otherwise.

Craig Spaulding Digitally signed by Craig Spaulding
Date: 2023.03.08 13:44:56 -07'00'

Signed and dated

Craig Spaulding, Civil Engineer, City of Rifle

Department use only

This SEP has been reviewed and approved by the Colorado Department of Public Health and Environment

Nathan T. Moore Digitally signed by Nathan T. Moore
Date: 2023.02.24 14:11:13 -07'00'

Signed and dated

Nathan Moore, Clean Water Program Manager, Water Quality Control Division

Colorado Department of Public Health and Environment

Elizabeth A. Scherer Digitally signed by Elizabeth A. Scherer
Date: 2023.01.27 15:31:21 -07'00'

Signed and dated

Elizabeth Scherer, Supplemental Environmental Project Coordinator,

Division of Environmental Health & Sustainability

Colorado Department of Public Health and Environment

Appendix (if needed)

CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	JVA, Inc.

2.	Vendor Address
	1319 Spruce Street Boulder, CO 80302

3.	For the Purchase of (description)
	Professional Services Associated with the Supplemental Environmental Project (SEP) 2023

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$118,600	$0	

5.	Dept. Name	General Ledger Acct #
	Wastewater	320-4325-400-320

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

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

8.		Authorization Required
	☐	City Manager
	✔	City Council

9.	Signatures		
	Position	**Signature**	**Date**
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	**Purchase Order # assigned by Finance**		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 18, 2023

Agenda Item #9.a.

Agenda Item Name:
Report to City Manager

Presenter:
Tommy Klein, City Manager

Item Description:
Staff report on notable tasks completed within the individual departments.

Recommended Action:
No action necessary

Fiscal Impact:
None

Operational Impact:
None

Prior Board Motions:
None

Background Information:
None

Executive Summary:

Work Report to City Manager
10/13/2023

Notification Requirements:
None

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. Report to City Manager 10.13.2023
2. September Building Permit Information

WORK REPORT TO CITY MANAGER

10.13.2023

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
    - Citizens had some Mountain Waste concerns after broken glass was seemingly left in piles on the roads. Crews were sent to clean it up.
- We have received a lot of positive feedback regarding the election forum.

COURT

- Handled 47 adult cases and 08 juvenile cases on October 4 court day.
- Held 07 telephone hearings with inmates in custody.
- Held a jury trial on November 9th. The poor turnout of prospective jurors was disappointing. Luckily, we were able to seat a jury. This is a problem that courts throughout the country are experiencing. 9News recently spoke to several Colorado judges who mentioned similar problems. One judge stated that she had gone to a local grocery store to drag citizens into court. We haven't gone that far yet!

PUBLIC WORKS

Projects

- CAD renderings and development of specifications of the City of Rifle Specifications Manual, in progress
- Implementation of Limble software for Asset Management: receiving weekly training on features
- Project Management of Grand Mesa Water Treatment Plant Demolition: Notice to Proceed Meeting, October 11, 2023
- Drainage correction to Ute Avenue at Maxfield Apartments.
- Considering proposal to mill and overlay approx. 180 LF of south bound lane of Railroad Avenue south of Centennial Parkway.

Fleet

- Normal fleet maintenance operations.
- Additional upfit to PD Units 4V37 (tonneau cover), this week
- Repair of bed ram cylinder on Units 1401
- Received hydraulic hose building machine and supplies.
- Repair and maintenance of pin and bushing connections on 2013 John Deere 60D mini excavator: delayed until week of October 16th.

Operations & Maintenance

- Various valley pan replacement
- Repair of culvert across trail at beneath the 9th Street Bridge – installed today with trail replacement next week.
- Received new flashing speed limit sign for west bound SH 6.
- Mag-Cl of Alleys on east of East Avenue on October 12, 2023

Two-week work forecast

- Cleaning of Detention Ponds that were inundated by the Storm event in August.
- Employee evaluations

POLICE

- RPD officers issued a total of 114 citations in September. Of those citations, 48 were traffic citations.
- Officers responded to 1266 calls for service in September, yielding 62 cases requiring follow-up and additional investigation.
- Officers made 34 arrests in September.
- Records handled 167 record requests in September.

RECORDS	
Requestor	**Count**
DA's Office	36
City Prosecutor	1
Citizen	20
Other LE Agency	3
DHS	1
CBI	1
Lexis Nexis	5
Total	**67**

Noteworthy events in August for the Rifle Police Department.

- RPD Assisted the Aspen Police Department with an investigation into a high end bike theft ring with bikes being stored at a residence in Rifle
- Home Coming Parade
- Coffee with a Cop event
- Rifle Officers Investigated the discharge of a firearm at an event at the Fairgrounds. Suspect was taken into custody by Garfield County AHRT
- Officers assisted the Garfield County Sheriffs Office with a search warrant on E. 5th St. for a subject with multiple warrants.

August Incidents at Whiteriver Ave. and Highway 6

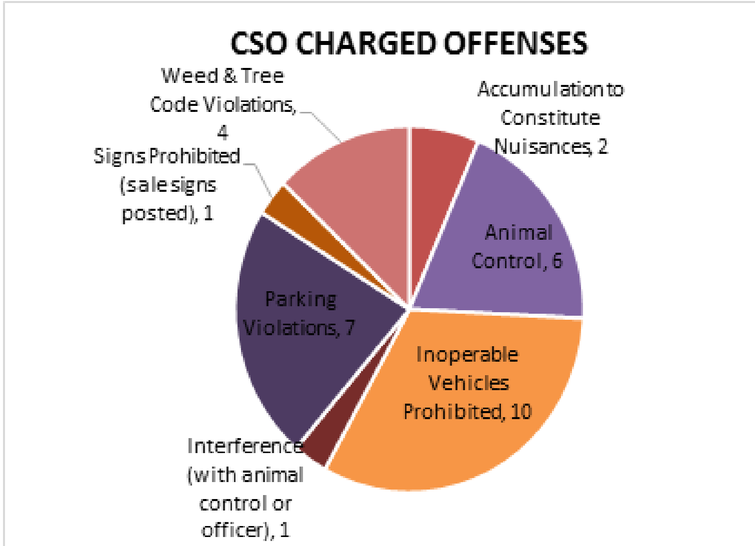
Accident	Summons Issued	Stop Sign Violation	Vehicle northbound from Hwy 13 onto Whiteriver failed to stop at Hwy 6 intersection
Accident	Summons Issued	Stop Sign Violation	Vehicle northbound from Hwy 13 onto Whiteriver failed to stop at Hwy 6 intersection

<u>CODE COMPLIANCE</u>

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

- CSOs issued 31 Citations in September.
- CSOs responded to 128 calls for service in September.

CSO Charged Offenses	Count
Accumulation to Constitute Nuisances	2
Animals Running At Large (failed to physically restrain)	1
Chicken Regulations (Type permitted)	1
Disturbance (allow animal to disturb)	2
Inoperable Vehicles Prohibited (leave on any public property...1st violation w/in 12 months)	8
Inoperable Vehicles Prohibited (leave on any public property...2nd violation w/in 12 months)	2
Interference (with animal control or officer)	1
Parking in excess of 72 hrs (vehicle, unattached trailer, recreational vehicle)	4
Prohibited by Sign	1
Prohibited Signs - Animated Signs	1
Prohibitions (Undesirable Weeds and Brush)	2
Stopping, Standing, or Parking Prohibited - On Sidewalk	1
Stopping, Standing, or Parking Prohibited (stop-stand-park @ specified location)	1
Trees on private property - Private tree maintenance (clear space)	1
Trees on private property - Private tree maintenance (prune, remove)	1
Vicious Animals & Potentially Dangerous Animals Prohibited (unlawful possession - potentially dangerous)	2
Grand Total	**31**



<u>SPEAR (Special Problem Enforcement And Response) Update for August</u>

Incidents 52

Cases 10

Arrests 7

Seized firearms 4 (1 ghost) & 2 Suppressors

Stolen vehicle recoveries 7

Narcotics

Fentanyl pills 3040

Fentanyl powder 2.9 grams

Meth 598.6 grams

Cocaine 5.27 grams

Crack Cocaine 17.2 grams

Misc script pills 117

Rifle Police Department Free Tow Program

No vehicles participated in the free tow program in September.

ENGINEER

Project	Status Update	Scope	Bid	Construction Time	Cost Estimate
River bridge Overlay	Recommending award for design to council	Bridge Joints and Overlay	TBD	Fall ‘24	TBD
Airport Water Tank	The tank is substantially complete and the switch over is taking place to allow rehab of the existing tank	New .5MG Water Tank and Rehabilitation of Existing Water Tank	Closed	2023	$3.8M
Gateway Intersection	Recommending award for design to council for construction	Improve Traffic and Pedestrian Safety at the Intersection of Centennial and Whiteriver	June '23	Fall ’23-Spring ‘24	$3.5M
Park and Ride	FHWA agreement expected in September, then CDOT agreement and construction no earlier than mid 2024	New Park and Ride with extension of streets and utilities	Fall '23	Spring '24	$4M
Tripp Drive	Design ongoing	Rebuild Road and Stabilize Bank	Spring '26	2026	$350k
Morrow Drive	Design is mostly complete and should be to the point that a cost estimate can be made in the next month	Rebuild Road and Stabilize Bank	Spring '25	2025	$1M
Whiteriver Ave from 9th Street to 16th Street	Design ongoing, working on waterline	Rebuild Road, Stabilize Bank, Replace Waterline	Spring '25	2025	$1.1M
Ute Avenue and 5th Street	Design complete, sewer rehab will take place in 2024 and civil work in 2025	Replace and Rehabilitate Sewer line, New Waterline, Rebuild Streets and add Sidewalk	Spring '24	2024	$1.2M
Paradise Island	Easement documents complete	TBD	TBD	TBD	TBD
Penwell Transmission Line	Design will take place in 2024	Water Transmission Line from plants to tanks	TBD	TBD	$8M
River bridge Waterline	Complete and in service, clean up and hydroseed remain	Repair Waterline and add Restraints	Closed	Summer '23	$150k
Railroad Avenue 5th Street to 9th Street	Design complete, some ROW and easement lines being worked through	Rehab Sewer line, Replace Waterline, Rebuild Street and Sidewalk	Spring '24	Summer '24	$3.1M
Railroad Avenue and 5th Street Intersection	Work has began	New Signal, Sidewalks and Landscaping	Closed	Aug-October	$900k
~~2023 Street Improvements~~	~~Complete~~	~~Prefontaine, 16th St, 7th St, Wapiti and Airport Road~~	~~May '23~~	~~Summer '23~~	-
~~2023 Crack Sealing~~	~~All parking lots complete~~	~~16th St, 7th St, Airport Road, and Parks Parking Lots~~	~~Awarded~~	~~June~~	~~$75k~~
~~2023 HA5~~	~~Complete, and under budget~~	~~Deerfield Subdivision and Highlands East~~	~~Closed~~	~~July~~	~~$200k~~
Park Avenue Extension	Recommending award for design to council	Bridge and Connection to Centennial Parkways	TBD	TBD	$2M

Intersection of Park Avenue and Third Street	Plan to incorporate into 2024 Street Repairs	Sidewalk, Waterline, Street Rebuild	TBD	TBD	$750k
Stormwater SEP	Recommending award for design to council	Study and Improvements of Stormwater	TBD	TBD	TBD
Alley Maintenance	Ongoing	Grading and Mag Chloride	Spring '23	Summer '23	$50k
Park Hill Retaining Wall	Blocks arrived and construction has began	Retaining wall fixing ROW and private issue	May '23	Summer '23	$250k

Financial

As of 10.18.23 there are no more planned street purchases and the numbers below will reflect the actual 2023 numbers closely. The Street Fund Operation budget is still approximately $600k over budget until the transfer from the General Fund for the 2023 Street Improvements takes place. The Street Fund Capital is below budget due to project carry over but with bids coming in low is expected to be within budget again next year.

***projected*

Items in bold are new

Account Number	Account Name	Activity Code(s)	Proposed	Awarded	Final
201-4312-400-320	Professional Services				$ -
201-4312-400-320	Professional Services	**Park Ave Extension**	$ -	$ 34,200.00	*$ 34,200.00*
201-4312-400-320	Professional Services	Mapping	$ 6,000.00	$ 6,000.00	*$ 6,000.00*
201-4312-400-320	Professional Services	Inspection Software	$ 5,650.00	$ 5,650.00	*$ 5,650.00*
			$ 70,000.00	$ 11,650.00	*$ 45,850.00*

Account Number	Account Name	Activity Code(s)	Proposed	Awarded	Final
201-4312-400-641	Minor Projects	Crack Seal, Preventative Maintenance	$ 50,000.00	$ 29,984.57	*$ 35,000.00*
201-4312-400-641	Minor Projects	HA5	$ 200,000.00	$ 205,543.51	$ 165,000.00
201-4312-400-641	Minor Projects	Chip Seal, Preventative Maintenance	$ 450,000.00	*$ -*	*$ -*
201-4312-400-641	Minor Projects	Alley	$ 50,000.00	*$ 9,500.00*	*$ 9,500.00*
201-4312-400-642	Minor Projects	Asphalt Improvements	$ -	$ 595,321.00	*$ 615,000.00*
			$ 750,000.00	***$ 840,349.08***	***$ 824,500.00***

Account Number	Account Name	Activity Code(s)			
201-4312-400-733	Traffic Signal		$ 225,000.00	$ 891,608.01	*$ 900,000.00*
			$ 225,000.00	**$ 891,608.01**	

Account Number	Account Name	Activity Code(s)			
201-4312-400-734	Major Projects	Morrow Drive	$ 122,023.00	$ 122,023.00	*$ 78,287.00*
201-4312-400-734	Major Projects	Tripp Drive	$ 140,251.00	$ 140,251.00	*$ 96,515.00*
201-4312-400-734	Major Projects	Whiteriver 9th to 16th	$ 112,311.00	$ 112,311.00	*$ 68,575.00*
201-4312-400-734	Major Projects	Ute/5th	$ 250,000.00	$ 194,000.00	*$ 132,304.00*
201-4312-400-734	Major Projects	RR Ave 5th to 9th	$ 280,539.00	$ 280,539.00	*$ 192,689.00*
			$ 374,585.00	***$ 1,698,248.00***	***$ 849,124.00***

Account Number	Account Name	Activity Code(s)			
201-4313-400-735	Major Project Devolution	Whiteriver/Centennial Intersection	$ 5,500,000.00	$ 411,409.00	*$ 650,000.00*

	Funds				
201-4313-400-751	Major Project Devolution Funds	Park and Ride	$ 2,982,472.48	$ 104,680.00	$ -
201-4313-400-735	Major Project Devolution Funds	**Riverbridge Overlay and Bridge Rehab**	$ -	$ 81,848.00	$ 30,000.00
201-4313-400-735	Major Project Devolution Funds	**RR Ave mill and overlay**	$ -	$ 16,038.00	$ 16,038.00
			$ 8,482,472.48	**$ 597,937.00**	**$ 680,000.00**

	Proposed	Awarded	Final
Street Fund Operations	$ 1,194,585.00	$ 2,550,247.08	$ 1,719,474.00
Street Fund Capital	$ 8,482,472.48	$ 597,937.00	$ 680,000.00
Total	**$ 9,902,057.48**	**$ 4,039,792.09**	**$ 3,299,474.00**

Administration

- **ROW permits and process**-Permits and payments are now being received online
- **GIS -**Storm Sewer maps are continually being updated and will be publicly available next spring (2024)
- **PWM and Eng. Standards**- updates expected again in Nov 1
- **2024 budget**-the budget is complete at the staff level

CITY OF RIFLE BUILDING PERMIT REPORT

September 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
September	30					30	$ 436,594.24	$ 7,817.67	$ 814.36	$ 3,789.57	$ -	$ -	0.00
Year to Date	209	16	16	0	5	187	$ 14,879,960.05	$ 246,287.47	$ 40,047.10	$ 90,418.18	$ 105,667.29	$ 417,267.96	20.32
2022	229	9	9	0	4	187	$ 10,296,713.43	$ 177,744.13	$ 79,077.07	$ 35,457.39	$ 22,946.58	$ 144,085.59	13.10

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
001171	217710215028	9/13/2023	1149 E 17TH ST	DAVID & RAQUEL BATCHELOR	MDR	FENCE	$ 2,000.00	$ 42.50		$ 25.00					9/13/2023
001207	217704303002	9/11/2023	326 W 27TH ST	HIGH COUNTRY BUILDING	LDR	RES. ADD	$ 42,412.00	$ 901.26	$ 368.62	$ 567.11					9/11/2023
001215	217715317014	9/22/2023	800 AIRPORT RD UNIT 1	GJ SIGN GALLERY	CS	SIGN	$ 2,550.00	$ 54.19		$ 40.00					9/22/2023
001221	217709212002	9/7/2023	1250 RAILROAD AVE	ZUHA MOHAMMAD	CS	FENCE	$ 11,900.00	$ 252.88		$ 25.00					9/7/2023
001236	217710201003	9/6/2023	1325 FIRETHORN DRIVE	A2Z ROOFING LLC	LDRPUD	REROOF	$ 6,200.00	$ 131.75		$ 50.00					9/7/2023
001241	217717100047	9/1/2023	1400 ACCESS ROAD	A-1 HEATING AND COOLING	TC	AC/HEATER	$ 15,906.56	$ 338.00		$ 25.00				9/25/2023	9/1/2023
001242	217710215007	9/7/2023	1645 E 17TH CIRCLE	JARED WELLER	MDR	FENCE	$ 4,200.00	$ 89.25		$ 25.00					9/7/2023
001243	217704439010	9/5/2023	150 W 26TH ST	BIG DOG RENEWABLE ENERGY	TOURIST C	SOLAR	$ 21,117.00	$ 448.72		$ 336.89				9/19/2023	9/5/2023
001244	217709417002	9/7/2023	718 WHITERIVER AVE	JOHN MODROW	LOW DEN	FENCE	$ 2,500.00	$ 53.13		$ 25.00					9/7/2023
001245	217710204011	9/8/2023	1257 FIR AVE	RENEWAL BY ANDERSON	LDRPUD	WINDOW/DOOR	$ 9,397.00	$ 199.67		$ 172.81				9/18/2023	9/8/2023
001246	217716100009	9/1/2023	585 E 1ST ST	A-1 HEATING AND COOLING	PD	AC/HEATER	$ 31,846.68	$ 676.73		$ 25.00					9/1/2023
001248	217709406005	9/6/2023	437 E 11TH	SOCO SOLAR & POWER LLC	LOW DEN	SOLAR	$ 14,985.00	$ 318.41		$ 251.04					9/6/2023
001249	217704305014	9/14/2023	415 W 26TH ST	MOUNTAIN AIR MECHANICAL	LOW DEN	AC/HEATER	$ 13,122.00	$ 278.84		$ 25.00					9/14/2023
001250	217709109002	9/14/2023	1588 BALSAM COURT	SOCO SOLAR & POWER LLC	MEDIUM	SOLAR	$ 12,000.00	$ 255.00		$ 209.25					9/14/2023
001251	217709307030	9/28/2023	935 PARK AVE	SOCO SOLAR & POWER LLC		SOLAR	$ 9,000.00	$ 191.25		$ 167.25					9/28/2023
001252	217704419027	9/13/2023	356 MEADOW CT	JEFFEREY & BRENDA SIMONSON	MEDIUM	RES. ADD	$ 56,000.00	$ 1,190.00	$ 445.74	$ 685.75					9/13/2023
001253	217716413002	9/12/2023	12102 COUNTY RD 320	MILE HIGH CITY ROOFING	TOURIST C	REROOF	$ 6,000.00	$ 127.50		$ 50.00				9/20/2023	9/12/2023
001254	217716117006	9/21/2023	400 E. 1ST ST	TITAN SOLAR POWER CO	LOW DEN	SOLAR	$ 16,172.00	$ 343.66		$ 267.66					9/21/2023
001256	217716102005		50 UTE AVE	RIFLE SENIOR CENTER	MEDIUM	REROOF	$ 68,700.00							9/28/2023	9/18/2023
001257	217710305016	9/20/2023	920 EDELWEISS CT	MR. M SEAMLESS GUTTER	LOW DEN	REROOF	$ 13,500.00	$ 286.88		$ 50.00				9/28/2023	9/20/2023
001258	217709333002	9/21/2023	659 PARK AVE	MILE HIGH CITY ROOFING	LOW DEN	REROOF	$ 4,000.00	$ 85.00		$ 50.00				9/27/2023	9/21/2023
001259	217709437004	9/29/2023	781 CLARKSON AVE	RENEWAL BY ANDERSON	LDRPUD	WINDOW/DOOR	$ 7,907.00	$ 168.00		$ 151.95					9/29/2023
001261	217704304017	9/22/2023	2722 EAST AVE	LESLIE DIAZ DE GUAMAN	LOW DEN	REROOF	$ 4,650.00	$ 98.81		$ 50.00					9/22/2023
001263	217709102006	9/22/2023	1411 ARABIAN AVE	MARIA & JOSE MEDINA	LDR	REROOF	$ 4,500.00	$ 95.63		$ 50.00					9/22/2023
001267	217709321005	9/29/2023	520 HUTTON AVE	RENEWAL BY ANDERSON	LOW DEN	WINDOW/DOOR	$ 8,829.00	$ 187.60		$ 164.86					9/29/2023
001268	217709319006	9/29/2023	520 RAILROAD AVE	MOLINA CONSTRUCTION	CBD	REROOF	$ 10,000.00	$ 212.50		$ 50.00					9/29/2023
001269	217717104022	9/29/2023	448 WILL AVE	LUCKY SEVEN LLC	LDR	REROOF	$ 24,600.00	$ 522.75		$ 50.00					9/29/2023
001271	217704316008	9/29/2023	410 W 25TH ST	RIVAS RELIABLE ROOFING	MEDIUM	REROOF	$ 3,150.00	$ 66.94		$ 50.00					9/29/2023
001272	217704316007	9/29/2023	412 W 25TH ST	RIVAS RELIABLE ROOFING	MEDIUM	REROOF	$ 3,150.00	$ 66.94		$ 50.00					9/29/2023
001273	217704316006	9/29/2023	414 W 25TH ST	RIVAS RELIABLE ROOFING	MEDIUM	REROOF	$ 3,150.00	$ 66.94		$ 50.00					9/29/2023
001274	217704316005	9/29/2023	416 W 25TH ST	RIVAS RELIABLE ROOFING	MEDIUM	REROOF	$ 3,150.00	$ 66.94		$ 50.00				COMPLETION	9/29/2023
						Total =	$ 436,594.24	$ 7,817.67	$ 814.36	$ 3,789.57	$ -	$ -	0.00		

Valuation Statistics Total For Month		$ 436,594.24				
Single & Two Family New	$ -	Multifamily New	$ -		Commercial New	$ -
Single & Two Family Other	$ 761,302.92	Multifamily Other	$ -		Commercial Other	$ 67,473.56
Single & Two Family Total	$ -	Multifamily Total	$ -		Commercial Total	$ -

*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