



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

March 6, 2024
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Review Draft Agenda for the Annual Board of County Commissioners (BOCC) Meeting with Rifle City Council
- b. Discuss Modifications to Procurement Code
- c. Review City of Rifle Vision and Mission Statements

7:00 PM - Regular Meeting

- 1. **Call to Order**
- 2. **Pledge of Allegiance**
- 3. **Roll Call**
- 4. **Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
- 5. **Consent Agenda**
 - 5.a. Consider Minutes of the February 21, 2024 Regular Meeting
 - 5.b. Consider Approval of the Correction of Scrivener's Errors on Resolution Numbers from February 21, 2024, Meeting
 - 5.c. Consider Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill
 - 5.d. Consider Liquor License Renewal for Ruedi Creek Enterprises, Inc dba Sammy's
 - 5.e. Consider Roaring Fork Transit Authority (RFTA) Invoice for the 2024 Hogback Service
 - 5.f. Consider Resolution No. 8, Series of 2024 - Designating Persons Authorized to Sign Checks for the City of Rifle
- 6. **Action, if any, on Workshop Items**

7. Public Hearing

- 7.a.** Consider Lodging and Entertainment Liquor License for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres
- 7.b.** Consider Ordinance No. 4, Series of 2024, and Subdivision Improvements Agreement (SIA) for Fritzlan Final Plat
- 7.c.** Consider Ordinance No. 5, Series of 2024, to Amend the Rifle Municipal Code Regarding Setbacks for Accessory Structures
- 7.d.** Consider Ordinance No. 6, Series of 2024, to Rezone a Portion of Stillwell Avenue from Low Density Residential to Medium Density Residential Redeveloping
- 7.e.** Consider Ordinance No. 7 and Ordinance No. 8, Series of 2024, to Amend the Rifle Municipal Code Regarding the Location and Use of Food Trucks in the City of Rifle and Rifle Business Park

8. Regular Agenda

- 8.a.** Consider Funding Request from the Colorado River District for the Purchase of Shoshone Water Rights
- 8.b.** Consider Approving and Signing a Wagner Service Agreement for Water Plant Backup Generator
- 8.c.** Consider Pre-Annexation Agreement to Allow Columbine Gymnastics to Connect to City of Rifle Sewer System
- 8.d.** Consider Approving Resolution 7, Series 2024, Adopting Vision and Mission Statements

9. Administrative Reports

- 9.a.** Report to City Manager
 - 9.a.i.** City Manager's Resignation Letter
- 9.b.** Declare Item as Surplus

10. Comments from Mayor and Council

11. Adjournment



Agenda Item #a.

Agenda Item Name:

Review Draft Agenda for the Annual Board of County Commissioners (BOCC) Meeting with Rifle City Council

Presenter:

Tommy Klein, City Manager

Item Description:

Review Draft Agenda for Board of County Commissioners (BOCC) Meeting

Recommended Action:

None

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

The BOCC and City Council meet once a year to discuss matters of concern and share information on projects.

Executive Summary:

The BOCC and City Council meet once a year to discuss matters of concern and share information on projects. The next meeting will be held on March 13, 2024. A draft agenda is attached for Council to review.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Topics for BOCC Meeting - 2024

Proposed Topics for BOCC Meeting

March 13, 2024

6:00 p.m. – 8:00 p.m.

The italicized sections denote that the statement was taken from the BOCC Policy Directives and Action Plan for 2024 or the City of Rifle Strategic Plan.

1. **Thank you for meeting**

Commitment to partnerships and good communication with the cities, towns, and communities within its borders through intergovernmental agreements, joint meetings, town halls, and quarterly meetings with mayors and managers.

We appreciate that the BOCC is taking the time to meet with us to discuss how we can work together for a better Rifle and Western Garfield County.

2. **Notable County Projects and Efforts that Benefited Rifle**

Continue to advance the County's regional communications network infrastructure by working with the Colorado Department of Transportation to remove barriers allowing direct access to the fiber on I-70 so the County can complete Phase I of the middle mile network.

Broadband from I-70 to 14th Street County building - completing the "middle mile." Have companies shown interest in using the Carrier Neutral Location (CNL)? Has a contract been signed?

3. **Housing**

Participate in community discussions on affordable and attainable housing through land-use decisions, policies, programs and collaboration.

What does the County want to see?

In Rifle

Regionally

Will the County partner with Rifle to financially support housing projects?

An apartment community is being developed in Rifle that will supply 60 affordable units to our area. Would the County consider cost sharing on infrastructure like the expansion of Park Avenue or other pieces of the project? (Street, curb and gutter, storm water and maybe the extension of the Centennial Park trail from the Brenden to HWY 6)

4. City's 2024 Capital Plans

Maintenance of existing infrastructure is our priority unless the project is supported by grants.

Whiteriver and HWY 6 Intersection will be completed by spring.

New Park and Ride

Raze old water plant – in progress

Airport water tank project was completed.

An agreement with CDOT has been reached regarding the joints on the River Bridge. The River Bridge project will be completed by the end of 2024.

Railroad Avenue between 5th Street and 9th Street will undergo major construction. We will work to minimize the impact on the fair. This project will not run concurrently with the bridge project.

The Rifle Apartments project (behind the movie theater) is moving forward. Construction must begin this year. Rifle Creek may become a factor.

5. City's Future Major Projects

Effectively manage, maintain and facilitate development, infrastructure, mobility, resources and protect the City's natural environment.

A roundabout north of the I-70 Bridge will be required to eliminate problems with traffic queuing on I-70. The project will also open the south side of the river to development. We will pursue FMLD and other grants in the future for this project– Estimated cost 6.5m (2024)

Storm water compliance

Lead pipe project

Penwell water line project – over 9m

6. **Garfield County Plans and Projects in Rifle Area**

Does the County have projects or plans in the Rifle area?

What can we do to help?

7. **Fairgrounds**

Maximize the Garfield County Fairgrounds as a year-round events center with enhanced promotions and capital investments including the construction of a new restroom facility in 2024. Support the remodel of the warehouse at 937 Railroad Avenue for use by the 4H and CSU Extension programs including the construction of the associated outdoor classroom. Continue to evaluate potential future use of the former NAPA building.

What are the County's plans for the Fairgrounds? Are there planned real estate acquisitions in the area?

What are the plans for the NAPA building?

What can we do to help the County promote the site?

Noise

8. **Annexation and Development**

Does the County have plans for the Stillwell property? We are considering making improvements to that area. Would County be willing to incur utility costs?

9. **Economic Development**

Prioritize economic development through capital projects, policies, programs, and collaboration including working with Associated Governments of Northwest Colorado (AGNC), the Federal Economic Development District, the Rifle Regional Economic Development Corporation, Colorado River Valley Economic Development Partners, providing support for Carbondale CoVenture and the Garfield County Economic Development Roundtables.

What does the County envision?

Does Garfield County plan to support the CRVEDP financially? Rifle has invested \$30,000 in the RREDC and \$30,000 in the CRVEDP for 2024.

What would the County like to see from the CRVEDEP? What does success look like from the BOCC's standpoint?

10. Emergency Planning

Does Garfield County have plans for additional arrivals of immigrants? What role is the county playing in the Carbondale matter? Will the fairgrounds play a part in your plans?

BOCC Topics

- 1.



Agenda Item #b.

Agenda Item Name:

Discuss Modifications to Procurement Code

Presenter:

Tommy Klein, City Manager

Item Description:

Discuss Modifications to Procurement Code

Recommended Action:

Discussion only

Fiscal Impact:

None

Operational Impact:

None at this time. This is a discussion and a decision will not be reached.

Prior Board Motions:

In 2021, Council directed staff to make improvements to the Procurement Code. Phil Vaughn was hired to review and modify Rifle's code. He completed the project, staff provided input and the document was reviewed by Mr. Neu. In April 2022, the current code was adopted.

Background Information:

In 2021, Council directed staff to make improvements to the Procurement Code. Phil Vaughn was hired to review and modify Rifle's code. He completed the project, staff provided input and the document was reviewed by Mr. Neu. In April 2022, the current code was adopted.

Staff would like Council to discuss further modifications to the code.

Executive Summary:

In 2021, Council directed staff to make improvements to the Procurement Code. Phil Vaughn was hired to review and modify Rifle's code. He completed the project, staff provided input and the document was reviewed by Mr. Neu. In April 2022, the current code was adopted.

Staff would like Council to discuss further modifications to the code.

Currently, staff is required to submit a Purchase Order for Intergovernmental Agreements. For example, RFTA sends an invoice each year for the Hogback bus service. IGA expenses are in the budget and could be paid by the manager with the approval and review by Finance without obtaining a Purchase Order. The same method could be used to pay for insurance and utilities. The State of Colorado allows for these types of recurring

expenditures to move forward without additional processes.

We specifically would like to include IGA invoice payments, insurance (health, workers' compensation, etc.), and utility payments in a new category in our code that would allow staff to pay invoices without obtaining a Purchase Order if the total amount of the payment is included in the budget.

We would also like Council to discuss raising the spending levels for department heads and the manager. Currently, department heads may spend up to \$10,000 without the manager's approval if the purchase is in the approved budget. The manager may spend \$25,000 before obtaining approval by Council. We would like Council to consider raising the limits to \$20,000 for department heads and \$50,000 for the manager. We had discussed raising the spending limits prior to adopting our current code in 2022, but we decided to wait until staff had an opportunity to work with the old limits.

Our current code:

Sec. 4-3-120. - Approvals.

No procurement shall be made without the prior written approvals required to be made in accordance with this section.(a)City Council. All procurements subject to the terms of this Article in excess of twenty-five thousand dollars (\$25,000.00) shall be approved by City Council by motion or resolution.(b)City Manager. All procurements subject to the terms of this Article which [do] not exceed twenty-five thousand dollars (\$25,000.00) shall be approved by the City Manager.(c)Department heads. Department heads shall have the authority to approve procurements in an amount which does not exceed ten thousand dollars (\$10,000.00), without the prior approval of the City Manager or City Council; provided, however[,] that sufficient funds are available in the department head's department budget for the item(s) purchased.No procurement shall be divided so as to avoid the approvals that would otherwise be required by the above.

Section 4-3-235 allows for Emergency Procurement up to \$100,000 by the manager. The relevant code is:

Sec. 4-3-235. - Emergency procurement.

(a)Not with standing any other provision of this Article, in the case of an apparent emergency which threatens the public health, welfare or safety requiring the immediate purchase of a supply, service or construction, the City Manager shall have the power to authorize the Procurement Officer to secure the necessary items in the open market without competition up to one hundred thousand dollars (\$100,000.00), and when the purchase cannot reasonably be delayed until one of the following events occur:(1)A special meeting of the City Council is convened to consider the expenditure, if time allows, or ratify the decision of the Procurement Officer; or(2)A quorum can be reached where a special meeting call has failed to achieve a quorum.(b)In no event shall the contract price exceed commercially reasonable prices.(c)A full written report of the circumstances of all emergency purchases over twenty-five thousand dollars (\$25,000.00) shall be made by the City Manager to the City Council. The report shall be received by the City Council at a regular meeting and such report shall be open to public inspection.

Given the cost of major repairs that may be required at the Water and Wastewater plants, we would like Council to consider raising the amount that can be spent in exigent circumstances from \$100,000 to \$250,000.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

None



Agenda Item #c.

Agenda Item Name:

Review City of Rifle Vision and Mission Statements

Presenter:

Tommy Klein, City Manager

Item Description:

Review City of Rifle Vision and Mission Statements

Recommended Action:

None

Fiscal Impact:

The statements will provide guidance on the type of projects the City will complete in the future.

Operational Impact:

The vision and mission statements will guide staff as we all work to ensure Rifle remains a strong community with clear goals and objectives.

Prior Board Motions:

Vision and mission statements were drafted at our strategic planning meetings.

Background Information:

Vision and mission statements were drafted at our strategic planning meetings.

Executive Summary:

Vision and mission statements were drafted at our strategic planning meetings. The manager would like to share the statements with Council prior to presenting a resolution to formally adopt the statements.

The manager is producing a strategic plan report for public consumption.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Resolution No. 7-Vision and Mission Statement

CITY OF RIFLE, COLORADO
RESOLUTION NO. 7
SERIES 2024

A RESOLUTION OF THE CITY OF RIFLE, COLORADO ADOPTING A
VISION STATEMENT AND MISSION STATEMENT FROM THE 2024
STRATEGIC PLANNING SESSION.

WHEREAS, Section 3.12 of the City of Rifle Charter requires the City Council to hold at least annually a strategic planning session with department heads and key employees to review, confirm and modify a vision statement, mission statement and goal statements of the City; and

WHEREAS, the City Council held its 2024 strategic planning session at the Colorado Mountain College Rifle Campus on February 23 and 24, 2024; and

WHEREAS, the City Council desires to formally adopt the Vision Statement and Mission Statement agreed upon at that strategic planning session.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The City Council hereby adopts the following Vision Statement for the City of Rifle:

The vision of the City of Rifle is to cultivate a resilient community, preserving our hometown values while fostering economic diversity and responsible growth.

3. The City Council hereby adopts the following Mission Statement for the City of Rifle:

The mission of the City of Rifle is to maintain a strong community by providing quality services with integrity.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 6th day of March 2024.

ATTEST:

CITY OF RIFLE, COLORADO

By _____
City Clerk

By _____
Mayor



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the February 21, 2024 Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the February 21, 2024, Regular Meeting

Recommended Action:

Move to approve the minutes of the February 21, 2024, 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 February 21, 2024, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 02.21.2024 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

February 21, 2024
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 Sean Strode.

Present at Roll Call:

Councilor Alicia Gresley, Councilor Chris Bornholdt, Councilor Clint Hostettler, Councilor Karen Roberts, Councilor Brian Condie and Mayor Sean Strode.

Councilor Alicia Gresley moved to excuse Councilor Joe Carpenter from Council Meeting; seconded by Councilor Clint Hostettler.

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

No – None.

Others Present:

City Manager Tommy Klein, City Clerk Misty Williams, City Attorney Jim Neu, Rifle Cable 10 Manager (RCTV) Michael Churchill, Chief of Police Debra Funston, Planning Director Patrick Waller, Utilities Director Jared Emmert, Finance Director Scott Rust, Network and Systems Administrator Jake Statler, Civil Engineer Craig Spaulding, and Main Street Manager Kim Burner.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Minutes of the February 7, 2024 Regular Meeting
- B. Consider Liquor License Renewal for Kum & Go, LC dba Kum and Go #4923
- C. Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres
- D. Consider Request to Withdraw from Department of Justice COPS Hiring Grant Award for Rifle Police Department
- E. Consider Approval of Funding Recommendations for Greater Rifle Improvement Team's February Grant Cycle
- F. Consider Enacting Section 8-1-205 to the Rifle Municipal Code Regarding the Visual Display of License Plates – Ordinance No. 2, Series of 2024 – 2nd Reading

Councilor Clint Hostettler moved to approve Consent Agenda Item A, B, C, D, E, and F; seconded by Councilor Chris Bornholdt.

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

No – None.

PUBLIC HEARING

Consider Amending the 2024 Budget – Supplemental Appropriations Request #1

Mayor Sean Strobe opened the public hearing.

Finance Director Scott Rust presented a request to consider amending the 2024 Budget – Supplemental Appropriations Request #1. Amending the 2024 budget and approving appropriations by ordinance will provide the legal authority to cover the additional expenditures in the Capital Fund. A supplemental appropriation is necessary to appropriate the additional funds to cover the continuation of the City Hall Remodel Phase 3 project. Project was to be finalized in 2023 but due to complications that have arisen in 2024, Staff is requesting the budget be amended to include additional appropriations of \$150,000.00 in the Capital Improvement Fund.

Mayor Sean Strobe closed the public hearing.

Resolution No. 3, Series of 2024 – Amend the 2024 Budget

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE COLORADO, AMENDING THE CITY’S BUDGET FOR THE YEAR ENDING DECEMBER 31, 2024

Councilor Clint Hostettler moved to approve Resolution No. 3, Series of 2024; seconded by Councilor Chris Bornholdt.

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

No – None.

Ordinance No. 3, Series of 2024 – Adopting Supplemental Appropriations to the 2024 Budget

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR A SUPPLEMENTAL APPROPRIATION FOR THE BUDGET YEAR ENDING DECEMBER 31, 2024.

Councilor Clint Hostettler moved to approve Ordinance No. 3, Series of 2024 on its first and only reading as presented and order it to be published in full as required by Charter; seconded by Councilor Chris Bornholdt.

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

No – None.

REGULAR AGENDA

Consider the Purchase of Two Ford F-150's for the Utilities Department

Utilities Director Jared Emmert presented a request to consider the purchase of two Ford F-150's for the utilities department. One Ford F-150 truck is to replace a truck that was lost in an accident last year. The second Ford F-150 truck is to replace a high mileage truck that is frequently unavailable due to breakdowns. Staff recommends approval of request as a sole source purchase from Columbine Ford for a total of \$107,000.00.

Councilor Clint Hostettler moved to approve the purchase of two Ford F-150's from Columbine Ford for the total amount of \$107,000.00; seconded by Councilor Alicia Gresley.

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

No – None.

Consider a Request for a Letter of Support for Roaring Fork Transportation Authority's Grant Request to Study a New Bus Rapid Transit Alignment Through Glenwood Springs

Planning Director Patrick Waller presented a request to consider a letter of support for the Roaring Fork Transportation Authority's Grant to study a new bus Rapid Transit Alignment through Glenwood Springs. RFTA Assistant Planner Jason White provided a brief description of different transit options that have been part of the study. The support letter for RFTA will not interfere with any grant applications for the City of Rifle.

RFTA Assistant Planner Jason White answered questions for Council.

Councilor Clint Hostettler moved to approve RFTA's request for letter of support for The Raise Grand Funding; seconded by Councilor Chris Bornholdt.

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

No – None.

Consider Award of Pipe Liner to Eco-Matrix LLC for the lining of the Storm Sewer along Centennial Parkway

Civil Engineer Craig Spaulding presented a request to consider awarding a pipe liner to Eco-Matrix, LLC for the lining of the Storm Sewer along Centennial Parkway. The storm sewer is the pipeline that catches the surface storm water underneath the bridge section; the pipe itself is concrete but the joints are leaking. This was discovered as construction was underway. Staff recommends fixing the joint leak and to consider the lining of the storm sewer with Eco-Matrix, LLC products as the less invasive and less expensive route.

Councilor Alicia Gresley moved to award the installation of Pipe Liner to Eco-Matrix, LLC for the lining of the Storm Sewer along Centennial Parkway in the amount not to exceed \$48,048.00; seconded by Councilor Karen Roberts.

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

No – None.

Consider Approval of Main Street Mini-Grant Application for Selfie-Stand Purchase

Main Street Manager Kim Burner presented a request to consider the approval of the Main Street Mini-Grant application for a Selfie-Stand purchase. The Colorado State Main Street program offers mini grants to participating main street communities in the amount of \$12,500.00 with a 25% match from the local main street community. Funds are to be used to purchase three commercial selfie-stands to be placed at various locations for the community to use. The total cost of the three selfie stands is \$18,625.00; \$12,500.00 will come from the State Main Street program and \$6,125.00 will be covered by the Greater Rifle Improvement Team Advisory Board through existing funds. Staff recommends approval of application as an opportunity for the community to enjoy and share memories created with pictures and being able to create hashtags to promote the City of Rifle.

Main Street Manager Kim Burner answered questions for Council.

Councilor Brian Condie moved to approve the Main Street Mini-Grant application for a Selfie-Stand purchase and Authorize Mayor to Sign; seconded by Councilor Bornholdt.

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

No – None.

Consider the Purchase of Replacement Network Firewalls

Network and Systems Administrator Jake Statler presented a request to purchase replacements for the existing Network Firewalls. The existing Cisco FirePower Firewalls were installed in 2017 and will be reaching their end-of-life this year. Staff recommends Palo Alto Firewalls as a sole source that has provided a quote for 2 firewalls with a three-year licensing for a total amount of \$80,000.00.

Councilor Alicia Gresley moved to approve the purchase of Palo Alto Firewalls and related Professional Services in the amount not to exceed \$80,000.00; seconded by Councilor Brian Condie.

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

No – None.

Consider Purchase of Infrared Asphalt Patcher – Resolution No. 5 GCFMLD Mini Grant, Series of 2024

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A MINI GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR AN INFRARED ASPHALT PATCHER

City Manager Tommy Klein presented a request to consider the approval to apply for a Garfield County Federal Mineral Lease District Mini Grant in the amount of \$25,000.00 to assist in the purchase of an infrared asphalt patcher. The infrared asphalt patcher will be utilized to assist in repairing potholes throughout the year, has the capacity to reuse the recycled asphalt, and will aid in reducing the frequency of repairs. The cost of the equipment will be approximately \$60,000.00. Staff recommends approval of Resolution No. 5, Series of 2024 to support the application process for an GCFMLD mini grant to assist with the purchase of the Infrared Asphalt Patcher.

Councilor Clint Hostettler moved to approve Resolution No. 5, Series of 2024, in support of applying for a mini grant with Garfield County Federal Mineral Lease District for the purchase of an Infrared Asphalt Patcher; seconded by Councilor Chris Bornholdt.

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

No – None.

Consider Approving Garfield County FMLD Grant for Railroad Avenue, 5th – 9th Street Improvements – Resolution No. 4, Series of 2024

A RESOLUTION OF THE CITY OF RIFLE, COLORADO
SUPPORTING A TRADITIONAL GRANT APPLICATION TO THE
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR
THE RAILROAD AVENUE 5TH STREET TO 9TH STREET
IMPROVEMENTS PROJECT

City Manager Tommy Klein presented a request to consider approving Garfield County Federal Mineral Lease District Grant for Railroad Avenue, 5th – 9th Street Improvement Project – Resolution No. 4, Series of 2024. The waterline beneath the roadway is a ductile iron pipe from the 60's and needs dire replacement. Staff recommends approval of the request as this grant will aid in the replacement of a crucial waterline.

Civil Engineer Craig Spaulding answered questions for Council.

Councilor Alicia Gresley moved to approve Resolution No. 4, Series of 2024 to allow the City Manager to submit the grant application to Garfield County Federal Mineral Lease District, sign the grant agreement and to expend the funds necessary to meet the terms of the grant not to exceed \$1,000,000.00; seconded by Councilor Karen Roberts.

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

No – None.

Consider Approval of Property Donation from UMETCO Minerals Corporation

City Attorney Jim Neu presented the request to consider accepting a property donation from UMETCO Minerals Corporation. This is a parcel of land that is along the Colorado River east of the I-70 bridge with approximately 28-acres in size. Legal staff has reviewed the title commitment for the donation and nothing objectionable was found.

Councilor Clint Hostettler moved to approve the property donation from UMETCO Minerals Corporation; seconded by Councilor Chris Bornholdt.

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

No – None.

Report to City Manager

Reports were heard from City Manager Tommy Klein and Utilities Director Jared Emmert.

Comments from Mayor and Council

Comments were heard from Councilor Alicia Gresley, Councilor Brian Condie and Councilor Sean Strode.

Adjournment

Meeting adjourned at 8:00 p.m.

Misty Williams
City Clerk

Sean Strode
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Approval of the Correction of Scrivener's Errors on Resolution Numbers from February 21, 2024, Meeting

Presenter:

James S. Neu, City Attorney

Item Description:

Consider Approval of the Correction of Scrivener's Errors on Resolution Numbers from February 21, 2024, Meeting

Recommended Action:

Move to approve the corrections to Resolution numbers from February 21, 2024, meeting.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

See memo attached.

Executive Summary:

At the City Council's February 21, 2024, meeting, you approved three Resolutions with the title below. The numbering of those resolutions were off by one, and we apologize for that error. The City Clerk's Office revised them with the correct number and had the Mayor sign them since they were needed to timely submit grant applications.

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 20210306-Memo on Resolution Numbers

Glenwood Springs – Main Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
0133 Prospector Road,
Suite 4102J
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

James S. Neu
Partner/Shareholder

jsn@mountainlawfirm.com

Direct: 970.928.2121

Office: 970.945.2261

Fax: 970.945.7336

[**Direct Mail to Glenwood Springs*](#)

TO: Rifle City Council

FROM: Karp Neu Hanlon, P.C.

RE: Approving the Correction of Scrivener's Errors on Resolution Numbers from February 21, 2024 Meeting

DATE: February 22, 2024

At the City Council's February 21, 2024 meeting, you approved three Resolutions with the title's below. The numbering of those Resolutions were off by one and we apologize for that error. The City Clerk's Office revised them with the correct number and had the Mayor sign them since they were needed to timely submit grant applications.

This action item on your Consent Agenda is to approve and ratify those corrections for the record.

CITY OF RIFLE, COLORADO
RESOLUTION NO. ~~3~~4
SERIES OF 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, AMENDING THE CITY'S BUDGET FOR THE YEAR ENDING DECEMBER 31, 2024.

CITY OF RIFLE, COLORADO
RESOLUTION NO. ~~4~~5
SERIES 2024

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A TRADITIONAL GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE RAILROAD AVENUE 5TH STREET TO 9TH STREET IMPROVEMENTS PROJECT.

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 56
SERIES 2024**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A MINI
GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL MINERAL
LEASE DISTRICT FOR AN INFRARED ASPHALT PATCHER.



Agenda Item #5.c.

Agenda Item Name:

Consider Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill

Recommended Action:

Move to approve the Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Jalisco Grill, LLC dba Jalisco Grill located at 129 East 3rd Street, Rifle, CO has submitted a Hotel & Restaurant 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 - Jalisco Grill, LLC Renewal

Submit to Local Licensing Authority

JALISCO GRILL
129 EAST 3RD STREET
Rifle CO 81650

RECEIVED

FEB 16 2024

City Clerk
City of Rifle

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

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 JALISCO GRILL, LLC		Doing Business As Name (DBA) JALISCO GRILL	
Liquor License #	License Type Hotel & Restaurant (city)		
Sales Tax License Number	Expiration Date 03/11/2024	Due Date 01/26/2024	
Business Address 129 EAST 3RD STREET Rifle CO 81650			Phone Number 9705100470
Mailing Address 129 EAST 3RD STREET Rifle CO 81650		Email jaliscogrillrifle@gmail.com	
Operating Manager Armando Vidrio	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? ☐ Yes ☐ No Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☒ Yes ☒ No Yes			
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

we own several business in Colorado. Rifle bar LLC, Jalisco grill II LLC and Jalisco grill III LLC

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

Armando Vidrio

Title

Member

Signature

[Handwritten Signature]

Date

02/01/2024

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Jalisco Grill LLC</u>		Social Security Number/Tax Identification Number	
Address <u>129 EAST 3rd ST</u>			
City <u>RFle</u>		State <u>Co</u>	Zip <u>81650</u>
Home Phone Number <u>-</u>		Business/Work Phone Number <u>970-510-0470</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Armando Vrdrio</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Armando Vrdrio</u>			Date signed <u>02/01/2024</u>

Privacy Act Statement

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



Agenda Item #5.d.

Agenda Item Name:

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

Presenter:

Misty Williams, City Clerk

Item Description:

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

Recommended Action:

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

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

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

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

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. REDACTED - Sammy's Renewal

Submit to Local Licensing Authority

SAMMY'S
15154 FRYING PAN ROAD
Basalt CO 81621

RECEIVED

FEB 22 2024

City Clerk
City of Rifle

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name RUEDI CREEK ENTERPRISES INC		Doing Business As Name (DBA) SAMMY'S	
Liquor License # C	License Type Hotel & Restaurant (city)		
Sales Tax License Number		Expiration Date 05/26/2024	Due Date 04/11/2024
Business Address 412 PARK AVE Rifle CO 81650			Phone Number 9704041819
Mailing Address		Email	
Operating Manager Don Andree	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No			
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Title

Don Andre

owner

Signature

Date

[Signature]

2-21-24

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Don Andre Sammy's Steakhouse</u>		Social Security Number/Tax Identification Number	
Address <u>412 Park Ave</u>			
City <u>Fort Collins</u>		State <u>CO</u>	Zip <u>80501</u>
Home Phone Number		Business/Work Phone Number <u>970 464 1819</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Don Andre</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>2-21-24</u>

Privacy Act Statement

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



Agenda Item #5.e.

Agenda Item Name:

Consider Roaring Fork Transit Authority (RFTA) Invoice for the 2024 Hogback Service

Presenter:

Tommy Klein, City Manager

Item Description:

Consider paying RFTA invoice for the 2024 Hogback Service invoice in the amount of \$40,000.

Recommended Action:

Move to approve the issuance of a Purchase Order and subsequently pay an invoice from RFTA in the amount of \$40,000.

Fiscal Impact:

At our meeting held on October 18, 2023, the director of RFTA approached Council and requested an increase in the amount Rifle contributes to the Hogback service. Council approved an increase from \$20,000 to \$40,000.

Operational Impact:

None

Prior Board Motions:

In December 2023, Council approved to increase our contribution to RFTA for the Hogback service from \$20,000 to \$40,000.

Background Information:

At our meeting held on October 18, 2023, the director of RFTA approached Council and requested an increase in the amount Rifle contributes to the Hogback service. Council approved an increase from \$20,000 to \$40,000.

Executive Summary:

See background.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. RFTA 2024 Hogback Invoice
2. RFTA Hogback Purchase Request



Roaring Fork Transportation Authority

0766 Industry Way

Carbondale CO 81623

Phone: 970.920.1905

Fax: 970.384.4943

Website www.rfta.com

INVOICE

Date	Number	Page
02/22/2024	32579	1

Bill To: City of Rifle
P.O. Box 1908
202 Railroad Ave
Rifle CO 81650

Customer No. 112

Contact: Tommy Klein, City Manager

Terms: Due on Receipt

Quantity	Description	Unit Price	Net Amount
1	2024 Hogback Transit Service Contribution	40,000.00	40,000.00
Questions concerning this invoice? Call: RFTA Finance at 970-384-4957 for assistance		Amount	40,000.00
Please make checks payable to: Roaring Fork Transportation Authority Att: Finance 0766 Industry Way Carbondale, CO 81623		Balance Due	<u><u>40,000.00</u></u>



Aspen Facility 970-920-1905
Carbondale Facility 970-963-9012
Glenwood Springs Facility 970-928-8273



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Roaring Fork Transpiration Authority	

2.	Vendor Address
	0766 Industry Way
	Carbondale, CO 81623

3.	For the Purchase of (description)
	Hogback Transit Funding for 2024

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$20,000	\$20,000	

5.	Dept. Name	General Ledger Acct #
	Gen/Non Dept	100-4800-400-876

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

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	X Single Source (attach an explanation) RFTA

8.	Authorization Required
	X City Manager
	X City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		

10.	Purchase Order # assigned by Finance		
------------	---	--	--

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	Required Procedure	Purchase Order Required?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market ¹		Yes if >\$25,000 or any amount from Capital Fund
	\$5,000-\$25,000	Comparative Pricing ²	Yes > \$5,000	
	\$25,001-\$100,000	Competitive Bid ³		
	> \$100,000	Bonded Competitive Bid		
	Design/build Contract	Request for Proposals		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Yes if > \$5,000	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market ¹	Yes if > \$5,000	Yes if >\$25,000 or any amount from Capital Fund.
	\$5,000-\$25,000	Comparative Pricing ²		
	> \$25,000	Competitive Bid ³		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market ¹	Yes if > \$5,000	Yes if over \$25,000
	\$7,500-\$75,000	Comparative Pricing ²		
	> \$75,000	Competitive Bid ³		
Materials, Supplies, Non-Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market ¹	Yes if > \$5,000	Yes if over \$20,000
	> \$10,000	Comparative Pricing ²		
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market ¹	Yes if > \$5,000	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals	purchasing agent can approve Professional Service contracts up to \$7,500	
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source ⁴	Yes if > \$5,000	No
Real Property Interest (including easements and rights of way)	any amount	Single Source ⁴	Yes if > \$5,000	Yes if over \$5,000.

¹ Open Market - RMC Sec 4-3-40 (c) informal evaluation of price, quality, convenience and service – decision by purchasing agent

² Comparative Pricing - RMC Sec 4-3-40 (d) solicit quotes from no less than 3 vendors/suppliers

³ Competitive Bid - RMC Sec 4-3-40(f)

⁴ Sole Source - RMC Sec 4-3-40 (a)



Agenda Item #5.f.

Agenda Item Name:

Consider Resolution No. 8, Series of 2024 - Designating Persons Authorized to Sign Checks for the City of Rifle

Presenter:

Scott Rust, Finance Director

Item Description:

Designating Persons Authorized to Sign Checks - Resolution No. 8, Series of 2024

Recommended Action:

Move to approve Resolution No. 8, Series of 2024 - Designating Persons Authorized to Sign Checks

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Resolution No. 8, Series of 2024 designates four individuals authorized to sign City checks. These individuals are determined by the office or position they hold at the City. These positions include the Mayor, City Manager, City Clerk, and the Finance Director.

Executive Summary:

Resolution No. 8, Series of 2024 designates four individuals authorized to sign City checks. These individuals are determined by the office or position they hold at the City. These positions include the Mayor, City Manager, City Clerk, and the Finance Director.

Notification Requirements:

N/A

Prepared By:

Scott Rust, Finance Director

Attachments:

1. Resolution No. 8 Series of 2024 - Update Banking Signors

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 8
SERIES OF 2024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO DESIGNATING PERSONS AUTHORIZED TO SIGN CITY
CHECKS

WHEREAS, the City of Rifle has traditionally required three signatures on City checks;
and

WHEREAS, the City Council desires to designate those individuals authorized to sign City
checks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
RIFLE THAT the following four persons, by reasons of their office, are the only authorized
signatories on all City checks and any prior authorizations are hereby revoked:

Sean Strode Mayor	_____
Patrick Waller Interim City Manager	_____
Misty Williams City Clerk	_____
Scott Rust Finance Director	_____

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at the
Regular City Council Meeting held this 6th day of March, 2024.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.a.

Agenda Item Name:

Consider Lodging and Entertainment Liquor License for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Presenter:

Misty Williams, City Clerk

Item Description:

Lodging and Entertainment Liquor License for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Recommended Action:

I move to approve the Lodging and Entertainment Liquor License application for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Brenden Theatre Corporation dba Brenden Rifle 7 Theatres located at 250 W. 2nd Street, Rifle, CO has submitted a Lodging and Entertainment Liquor License Application.

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

Executive Summary:

Brenden Theatre Corporation dba Brenden Rifle 7 Theatres located at 250 W. 2nd Street, Rifle, CO has submitted a Lodging and Entertainment Liquor License Application.

Brenden Theatre currently holds a Beer and Wine License. They are requesting a change of liquor license type to a Lodging and Entertainment, in order to be able to serve alcoholic beverages that contain spirituous liquor in them, in addition to malt and vinous beverages. The Lodging and Entertainment license is specifically designed for venues like theaters, event centers, etc. The Ute Theater in Rifle also holds a license of this type. Brenden Theatre meets all the necessary qualifications to be able to hold a Lodging and Entertainment License.

Notification Requirements:

Public Notice posted at the physical location, as well as a notice published in the Glenwood Post newspaper.

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. REDACTED - Brenden Theatre New License

Colorado Liquor Retail License Application

RECEIVED

NOV 27 2023

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only				City/County Master file City of Rifle	
- All answers must be printed in black ink or typewritten - Applicant must check the appropriate box(es) - Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor					
1. Applicant is applying as a/an ☐ Individual ☐ Limited Liability Company ☐ Association or Other ☒ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)					
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Branden Theatre Corporation				FEIN Number	
2a. Trade Name of Establishment (DBA) Branden Rifle 7 Theatres			State Sales Tax Number		Business Telephone 9756558414
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 250 W 2nd St					
City Rifle		County GARFIELD		State CO	ZIP Code 81650
4. Mailing Address (Number and Street) 250 W 2nd St		City or Town Rifle		State CO	ZIP Code 81650
5. Email Address WEICHINGER@BRANDENCORP.COM					
6. If the premises currently has a liquor or beer license, you must answer the following questions					
Present Trade Name of Establishment (DBA) N/A		Present State License Number		Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees*			Section B (Cont.) Liquor License Fees*		
☐ Application Fee for New License.....\$1,100.00 ☒ Application Fee for New License w/Concurrent Review.....\$1,200.00 ☐ Application Fee for Transfer.....\$1,100.00			☐ Liquor-Licensed Drugstore (County)\$312.50 ☒ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County)\$500.00 ☐ Manager Registration - H & R\$30.00 ☐ Manager Registration - Tavern\$30.00 ☐ Manager Registration - Lodging & Entertainment.....\$30.00 ☐ Manager Registration - Campus Liquor Complex\$30.00 ☐ Optional Premises License (City).....\$500.00 ☐ Optional Premises License (County)\$500.00 ☐ Racetrack License (City).....\$500.00 ☐ Racetrack License (County).....\$500.00 ☐ Resort Complex License (City).....\$500.00 ☐ Resort Complex License (County).....\$500.00 ☐ Related Facility - Campus Liquor Complex (City)\$160.00 ☐ Related Facility - Campus Liquor Complex (County)\$160.00 ☐ Related Facility - Campus Liquor Complex (State).....\$160.00 ☐ Retail Gaming Tavern License (City)\$500.00 ☐ Retail Gaming Tavern License (County).....\$500.00 ☐ Retail Liquor Store License-Additional (City).....\$227.50 ☐ Retail Liquor Store License-Additional (County).....\$312.50 ☐ Retail Liquor Store (City).....\$227.50 ☐ Retail Liquor Store (County).....\$312.50 ☐ Tavern License (City).....\$500.00 ☐ Tavern License (County).....\$500.00 ☐ Vintners Restaurant License (City)\$750.00 ☐ Vintners Restaurant License (County).....\$750.00		
Section B Liquor License Fees*					
☐ Add Optional Premises to H & R.....\$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area.....\$75.00 ☐ Arts License (City)\$308.75 ☐ Arts License (County)\$308.75 ☐ Beer and Wine License (City).....\$351.25 ☐ Beer and Wine License (County).....\$436.25 ☐ Brew Pub License (City)\$750.00 ☐ Brew Pub License (County).....\$750.00 ☐ Campus Liquor Complex (City).....\$500.00 ☐ Campus Liquor Complex (County)\$500.00 ☐ Campus Liquor Complex (State).....\$500.00 ☐ Club License (City).....\$308.75 ☐ Club License (County)\$308.75 ☐ Distillery Pub License (City).....\$750.00 ☐ Distillery Pub License (County)\$750.00 ☐ Hotel and Restaurant License (City).....\$500.00 ☐ Hotel and Restaurant License (County)\$500.00 ☐ Hotel and Restaurant License w/one opt premises (City)\$600.00 ☐ Hotel and Restaurant License w/one opt premises (County).....\$600.00 ☐ Liquor-Licensed Drugstore (City)\$227.50					
* Note that the Division will not accept cash					
Questions? Visit: SBG.Colorado.gov/Liquor for more information					
Do not write in this space - For Department of Revenue use only					
Liability Information					
License Account Number		Liability Date		License Issued Through (Expiration Date)	
				Total \$	

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☒ A. Applicant/Licensee identified
- ☒ B. State sales tax license number listed or applied for at time of application
- ☐ C. License type or other transaction identified
- ☒ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☒ A. No larger than 8½" X 11"
- ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☐ D. Kitchen - identified if Hotel and Restaurant
- ☒ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☒ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents

- ☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO.
Do not complete fingerprint cards prior to submitting your application.
The Vendors are as follows:
IdentoGO – <https://uenroll.identogo.com/> Phone: 844-539-5539 (toll-free)
Colorado Fingerprinting – <http://www.coloradofingerprinting.com>
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 Toll Free: 833-224-2227
Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☒ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☐ A. Copy of articles of organization
- ☐ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ A. \$30.00 fee
- ☐ B. If owner is managing, no fee required

Name BRENDEN RIFLE 7 THAMES	Type of License Lodging Entertainment	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? ☐ ☒ b. Had an alcohol beverage license suspended or revoked? ☐ ☒ c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. Yes ☐ No ☒		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law; or the principal campus of any college, university or seminary? Yes ☐ No ☒ Waiver by local ordinance? ☐ ☐ Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. Yes ☐ No ☒		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. Yes ☐ No ☐		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? Yes ☐ No ☐ b. Are you a Colorado resident? Yes ☐ No ☐		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. Yes ☒ No ☐		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? Yes ☐ No ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord City of Rifle CO	Tenant Brenden Thames Corporation	Expires Letter of Extension Attached
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. Yes ☐ No ☐		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name N/A	First Name	Date of Birth FEIN or SSN Interest/Percentage
Last Name	First Name	Date of Birth FEIN or SSN Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? Yes ☐ No ☐ Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		

Name Barndin RIFIE THAMES	Type of License Lodging Entertainment	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ Yes ☐ No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ Yes ☐ No
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☐ No
c. How long has the club been incorporated?
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☐ No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ Yes ☐ No

22. Campus Liquor Complex applicants answer the following:
a. Is the applicant an institution of higher education? ☐ Yes ☐ No
b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ Yes ☐ No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager Eichinger	First Name of Manager Walter
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No
☐ Yes ☐ No

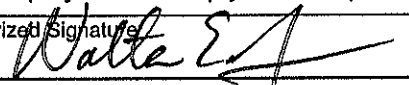
25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
☐ Yes ☐ No
a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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26. Tax Information. Yes No
☐ Yes ☒ No
a. 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
b. 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.?

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
John Bergman			OWNER	100
Bruce Colman			COO	0
LEE Camara			CFO	0
Walter Eichinger			Sen V.P.	0
Robert Lytle			V.P.	0

Name Brenden Rible Thiermes	Type of License Lodging Entertainment	Account Number
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.		
Oath Of Applicant		
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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title WALTER EICHINGER Senior VP	Date 8/29/23
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority 11/27/23	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: ☐ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) ☐ Date of inspection or anticipated date _____ ☐ Will conduct inspection upon approval of state licensing authority		
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?		Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?		Yes No ☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		Yes No ☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Brandon Theme Corporation</u>		Social Security Number/Tax Identification Number	
Address <u>250 W 2nd ST</u>			
City <u>RT. FIE</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number		Business/Work Phone Number <u>925 655 8414</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>WALTER EICHINGER</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Walter Eichinger</u>			Date signed <u>8/29/23</u>

Privacy Act Statement

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



Agenda Item #7.b.

Agenda Item Name:

Consider Ordinance No. 4, Series of 2024, and Subdivision Improvements Agreement (SIA) for Fritzlan Final Plat

Presenter:

Patrick Waller, Planning Director

Item Description:

Final Plat Application

Recommended Action:

Move to approve Ordinance No. 4, Series of 2024, as presented, and order it to be published as required by charter, as well as the Subdivision Improvements Agreement for the Fritzlan Final Plat.

Fiscal Impact:

The roads for the project will be privately maintained by the HOA as will the proposed park space. The City will receive impact fees from the project.

Operational Impact:

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

Prior Board Motions:

The Preliminary Plan and PUD Development Plan was approved by City Council on December 6, 2024.

Background Information:

The Comprehensive Plan designates this area as both Neighborhood Commercial and High Density Residential. The density for this area is suggested to be 12-30 dwelling units/acre and the applicants proposal is for approximately 6.33 dwelling units/acre.

Executive Summary:

The applicant is seeking Final Plat approval for a 7.9-acre parcel. The parcel was annexed last year, and the applicant has submitted a Final Plat that generally matches the Annexation and is compliant with the previously reviewed PUD for the property. The applicant's Final Plat contains 51 single-family lots that will be developed with approximately 900 square-foot, two-bedroom and 1220 square foot three-bedroom units that are built by the applicant. The proposal also includes one (1) 0.81-acre park parcel and two smaller open space parcels.

Notification Requirements:

Notice was completed as required by Rifle Municipal Code

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. March 6-2024 CC Deliverable Fritzlan Ranch Final Plat
2. Ordinance No. 4-Fritzlan Ranch Subdivision
3. 20240306-Fritzlan Ranch SIA

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



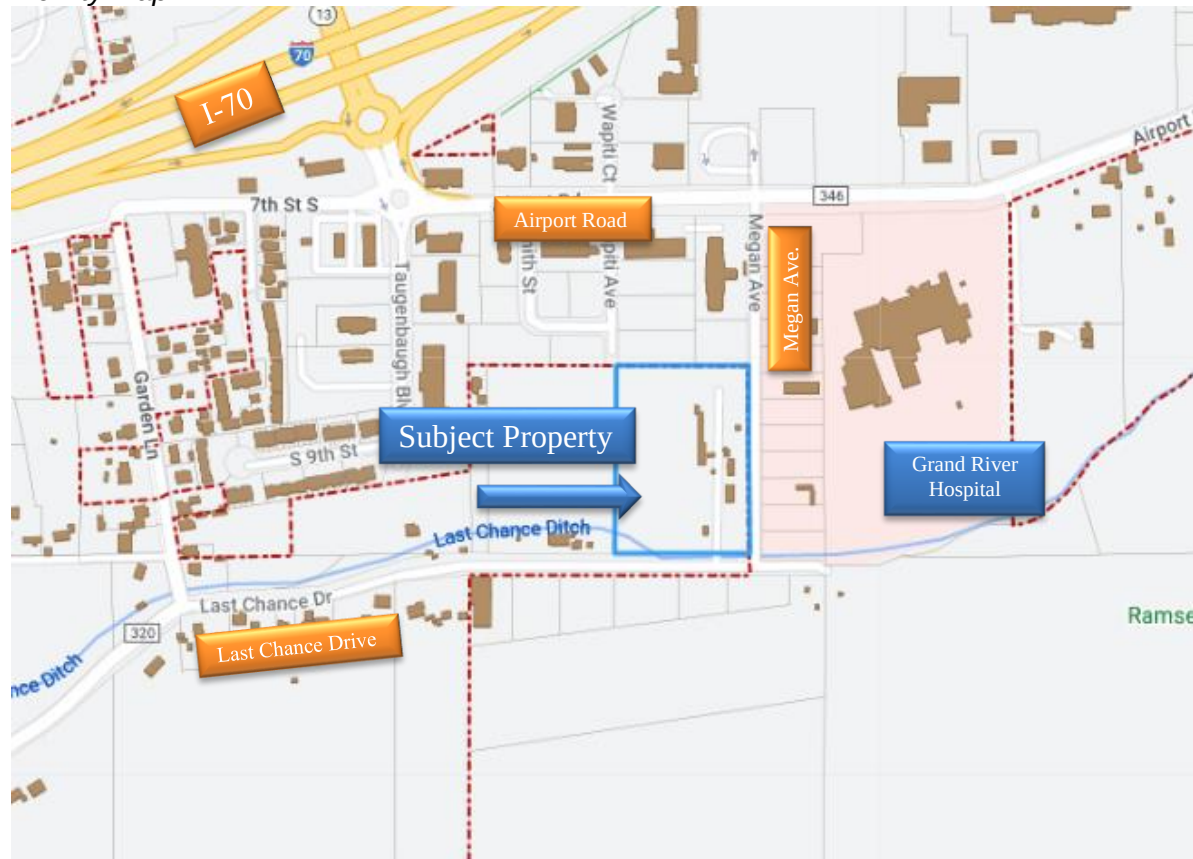
MEMORANDUM

TO: Rifle City Council
FROM: Geir Sverdrup – Senior Planner
DATE: March 6, 2024
SUBJECT: Fritzlan Ranch Final Plat & PUD
LOCATION: Northwest of the intersection of Megan Avenue and Last Chance Drive
CASE #: 2023-039
APPLICANT: Eco Dwelling LLC

REQUEST

The applicant is seeking Final Plat & PUD approval for a 7.9-acre parcel. The parcel was annexed last year, and the applicant has submitted a Final Plat that generally matches the Annexation and is compliant with the previously reviewed PUD for the property. The applicant's Final Plat contains 51 single-family lots that will be developed with approximately 900 square-foot, two-bedroom and 1220 square foot three-bedroom units that are built by the applicant. The proposal also includes one (1) 0.81-acre park parcel and two smaller open space parcels.

Vicinity Map



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

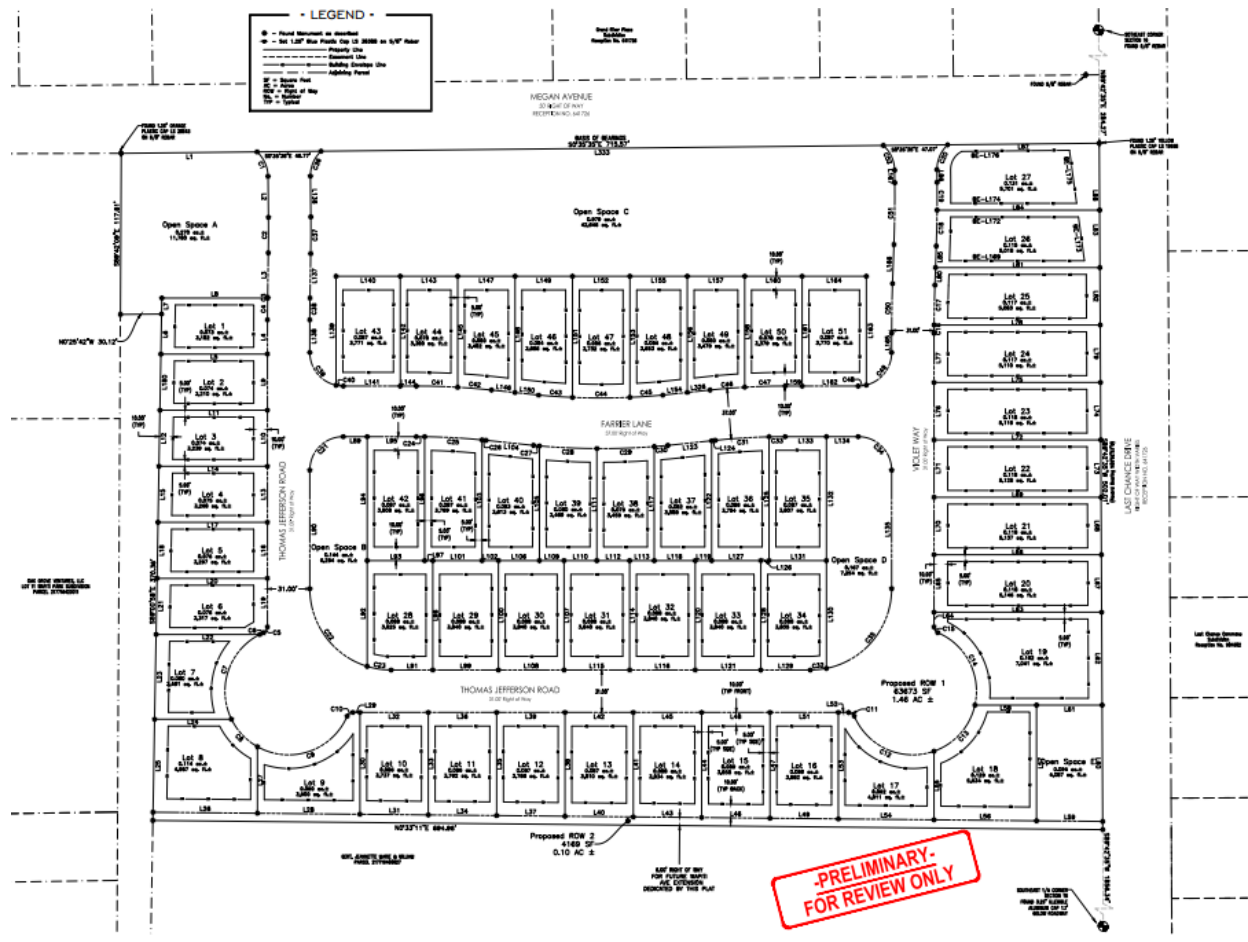
Phone: 970-665-6490



LOCATION:

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

FINAL PLAT



[illegible]

Staff referred the application to City of Rifle Departments, Xcel Energy, Colorado River Fire Rescue, Garfield County Planning and the City's Consulting Engineer. Relevant comments have been incorporated into Staff Comments and Conditions of Approval. Staff feels that the comments from CRFR, can be addressed a condition of approval and addressed prior to recording of a final plat.



STAFF COMMENTS

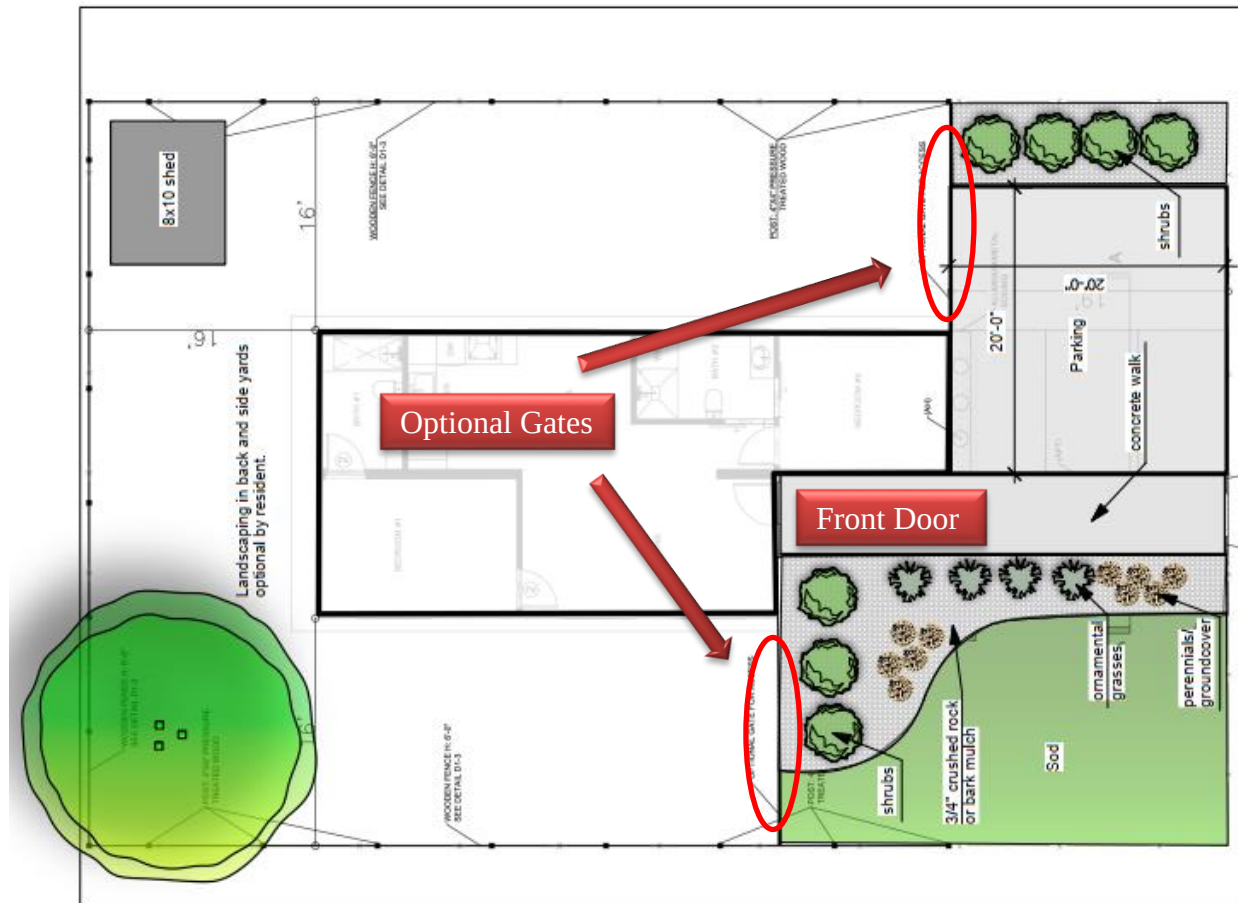
Pedestrian Connection

As the area develops out, there is the potential for the extension of Wapiti on the west side of this project through to Last Chance. There should be a pedestrian connection from this development to the Wapiti Commons subdivision, for quicker access to the west end of Airport Road. To accommodate the future connection, the applicant has included the pedestrian easement on the submitted plans.

Landscape Plan

The applicant has submitted a Landscape plan that meets the requirements of the City's recommended plant palette. The rear and side yards behind the fence are to be gravel with a weed barrier as shown on the landscaping plan. Any additional landscaping will be per the owners desire/design.

There are 2 optional gates notated on the individual site plan, staff feels that at least one must be required for access into the side and rear yard as there is no access in and out of the unit other than the front door and the resident will need access to the storage shed located in the rear yard. The gate should be wide enough to accommodate a standard trailer.



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



Improvement of Megan Avenue and Last Chance Drive Sidewalk

As required by the City of Rifle Public Works Manual, the developer will be installing sidewalks to complete Megan and Last Chance. Additionally, this includes providing parking on Last Chance Drive as shown on the submitted engineering plans.

Wapiti Avenue Extension – Property Dedication with License Agreement

The western portion of the property aligns with the future extension of Wapiti Avenue. The Plat shows the six (6) foot strip required for Wapiti. This strip of property will be maintained by the HOA as indicated in the Annexation Agreement.

Private Roads

The internal roads do not meet City standards and can only allow for parking on one side of the street. Per CRFR comments, one side of the roads will be required to post “No Parking” signs, this requirement will extend to both cul-de-sacs as well. These roads are permitted via the PUD request, and further supports the requirement that the roads be privately maintained by the HOA. Wapiti Avenue may extend to the south and it will likely be a public right-of-way, however, with no known use of the western parcel it is difficult to predict what the ultimate street layout will look like in this area. This project as designed does not connect to Wapiti. The only connections are to Megan Ave.

Park Fee Credits for Development of Open Space Area

Staff and the applicant discussed the possibility of credit of parkland fees in exchange for the applicant developing the open space area with a sports court that will be maintained by the HOA, but open to the public. The applicant has submitted a cost estimate and the SIA for the project will include an analysis of the parkland credits.

Planned Unit Development Information

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

1. 3200sf minimum lot size
2. Setbacks/building envelope shown on final plat with a minimum 5’ side yard and and 10’ front and rear yard setbacks
3. Allow carports and storage sheds to encroach setbacks.
 - a. 2’ side and rear setbacks, no front setback for carports setbacks.
 - b. Limited to one story and/or 16’ tall for carports and 12’ tall for storage sheds.
 - c. Storage sheds not to exceed 100sf.
4. Common areas/open space managed by HOA.
5. Use of Manufactured Housing, factory-built housing, pre-fabricated housing or pre-fabricated components to construct houses.
6. No garages allowed.
7. Uses shall be limited to residential use only.
8. Parking will include 2 spaces for each lot as well as parking allowed on one side of each street.
9. Raw water from Loesch & Crann Ditch required for all open space, park areas and individual lots.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



10. All properties shall be developed with a minimum an 8x10 storage shed located in the rear side yard of the lot.
11. Siding options shall not be replicated on adjoining lots.
12. Internal sidewalks shall be minimum five feet in width.

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

FINDINGS

This project provides benefits to the City of Rifle regarding attainable housing. Rifle has recently been experiencing significant price increases for residential units. The applicant has indicated that these units will sell for much less than the average single-family housing unit within the City, mostly due to the technology that goes into construction, the small square footage of the units, the smaller lots, and the production of just two model types.

Pursuant to RMC Section 16-5-280, the Planning Commission shall consider the following criteria before recommending approval to Council:

1. Conformance of the proposal with the City of Rifle Municipal Code;

With proposed conditions of approval, the proposal is in conformance with the Rifle Municipal Code.

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

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

The residential use does appear to be compatible with the surrounding neighborhood based on this other residential development. The architectural character of the proposed development is different than what exists in South Rifle currently.

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

The application is in substantial compliance with the Preliminary Plat & PUD Plan.

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

No major adverse environmental effects are anticipated from the proposal.

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

No Comprehensive Plan issues were noted as part of the review. The Comprehensive Plan does allow for manufactured homes in this area.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



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

No adverse impacts are anticipated on property values.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.

Not applicable.

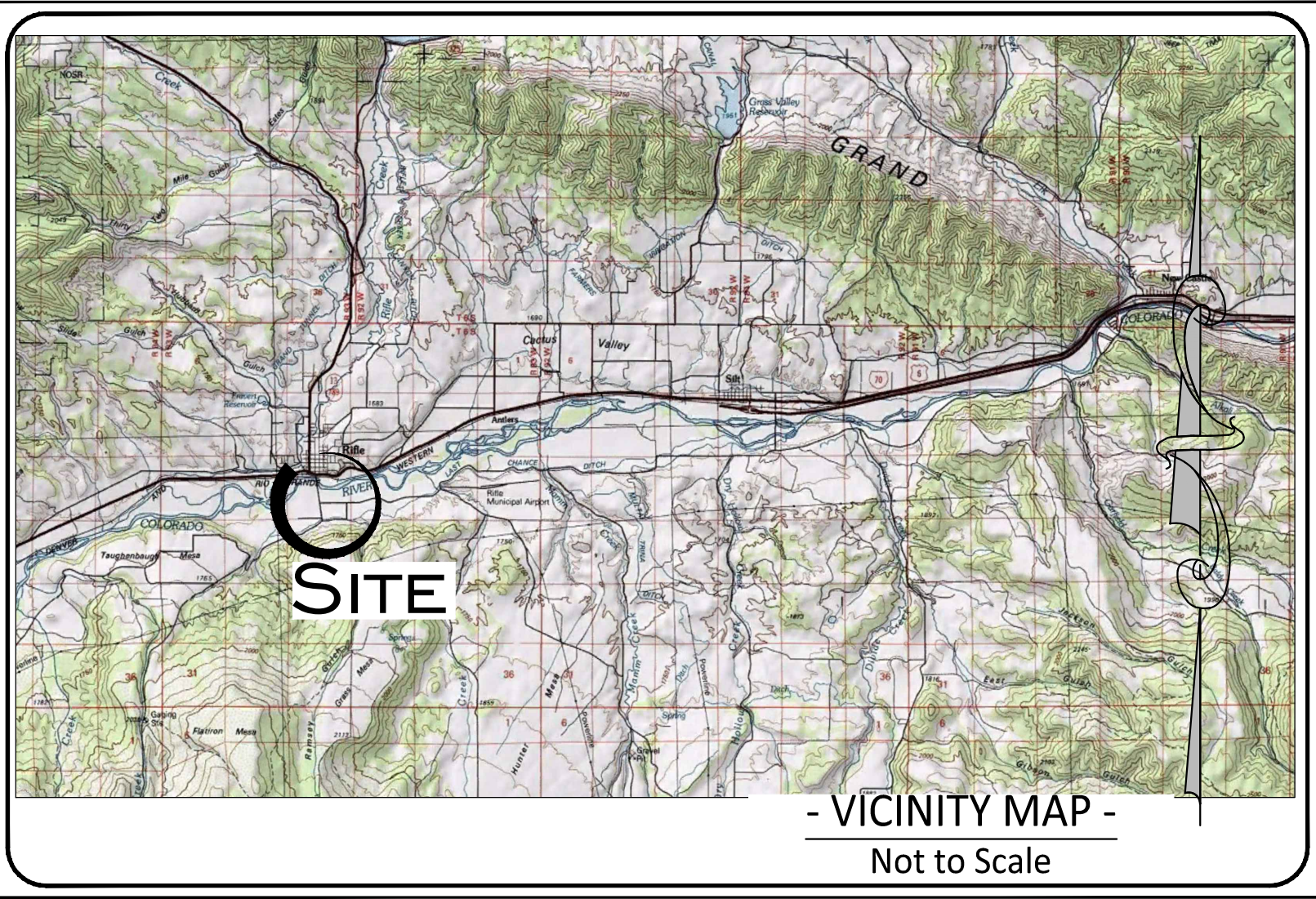
RECOMMENDATION

Staff finds that the applicant's submittal is in substantial compliance with the approved Sketch Plan provided during the Annexation Process. Staff recommends a recommendation of approval of the application to City Council subject to the following conditions of approval.

Conditions of Approval

1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval, unless specifically altered by the City Council.
2. Per Colorado River Fire Rescue memo of February 27, 2024, an additional fire hydrant shall be designed and installed at the eastern entrance of Thomas Jefferson Road off Megan Ave.
3. The applicant shall be required to meet all items identified in the Annexation Agreement including, but not limited to dedication of water rights, raw water irrigation, fees, lot landscaping, Wapiti Avenue dedication, and park requirements.
4. Megan Avenue and Last Chance Drive shall be developed with sidewalks that meet City requirements and parking shall be installed on Last Chance Drive as shown on the submitted plans.
5. The park shall be maintained by the HOA and open to the public.
6. The internal roads shall be maintained by the HOA.
7. Applicant shall provide a minimum of two (2) shade structures within the 0.81 acre park area along Megan Ave. per the landscape plan.
8. One gate shall be required for access to rear yards for the individual properties.
9. The developer shall be required to landscape lots as required in the annexation agreement. Landscaping shall be installed as shown on the submitted landscaping plan submitted February 2, 2024, or as amended and approved by Staff. Changes to the plan shall include:
 - a. At a minimum the rear lot shall be graveled as shown on the landscaping plan with a minimum of 2-3 inches of gravel and a weed barrier.
 - b. At least one tree shall be required per lot as shown on the landscaping plan. In the front yard there shall be a minimum of one tree every other lot as shown on the landscaping plan.
10. The applicant shall update the plans to show a pedestrian access the Wapiti Commons area to the northwest of the project.

L:\2022-2025-EcoWellng\001-FritzlandSubdiv\Drawings\Drawings\FritzlandSubDivDraw.dwg Plotter: 1/23/2024 12:16 PM By: Jack Ehlers



- VICINITY MAP -
Not to Scale

TITLE INSURANCE COMPANY:

Commonwealth Title Company of Garfield County, Inc. does hereby certify that they have examined the title to all lands dedicated and shown upon this plot, and title to such lands is in the dedicatior free and clear of any liens, taxes, and encumbrances except as follows:

BY: _____ Date: _____
Title Examiner

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°35'35"E	99.41'
L2	S89°25'00"W	29.97'
L3	N89°04'11"W	32.52'
L4	N90°00'00"W	25.04'
L5	N00°00'00"E	77.95'
L6	S89°00'58"E	29.26'
L7	N89°00'58"W	11.74'
L8	N00°00'00"E	77.37'
L9	N90°00'00"W	41.00'
L10	N90°00'00"W	41.00'
L11	N00°00'00"E	78.65'
L12	S89°00'58"E	41.01'
L13	N90°00'00"W	41.00'
L14	N00°00'00"E	79.36'
L15	S89°00'58"E	41.01'
L16	N90°00'00"W	41.00'
L17	N00°00'00"E	80.06'
L18	S89°00'58"E	41.01'
L19	N90°00'00"W	35.51'
L20	N00°00'00"E	80.77'

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	S89°00'58"E	41.01'
L22	N00°00'00"E	75.85'
L23	S89°00'58"E	62.01'
L24	N00°00'00"E	56.22'
L25	S89°00'58"E	68.06'
L26	N00°33'11"E	76.39'
L27	N90°00'00"W	48.69'
L28	N00°33'11"E	75.00'
L29	S00°00'00"E	5.20'
L30	N90°00'00"W	74.51'
L31	N00°33'11"E	50.00'
L32	S00°00'00"E	50.00'
L33	N90°00'00"W	74.99'
L34	N00°33'11"E	50.00'
L35	N90°00'00"W	75.47'
L36	S00°00'00"E	50.00'
L37	N00°33'11"E	50.00'
L38	N90°00'00"W	75.96'
L39	S00°00'00"E	50.00'
L40	N00°33'11"E	50.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	N90°00'00"W	76.44'
L42	S00°00'00"E	50.00'
L43	N00°33'11"E	50.00'
L44	N90°00'00"W	76.92'
L45	S00°00'00"E	50.00'
L46	N00°33'11"E	50.00'
L47	N90°00'00"W	77.40'
L48	S00°00'00"E	50.00'
L49	N00°33'11"E	50.00'
L50	S00°00'00"E	50.00'
L51	S00°00'00"E	50.00'
L52	S00°00'00"E	7.51'
L53	N90°00'00"W	77.89'
L54	N00°33'11"E	70.00'
L55	N90°00'00"W	50.15'
L56	N00°33'11"E	75.00'
L57	N90°00'00"W	84.57'
L58	S00°00'00"E	45.07'
L59	N00°33'11"E	48.41'
L60	S89°42'35"W	85.04'
L61	S00°00'00"E	47.98'

LINE TABLE		
LINE #	BEARING	DISTANCE
L62	S89°42'35"W	68.00'
L63	S00°00'00"E	122.63'
L64	N90°00'00"E	10.80'
L65	N90°00'00"E	42.00'
L66	S00°00'00"E	122.42'
L67	S89°42'35"W	42.00'
L68	S89°42'35"W	42.00'
L69	S00°00'00"E	122.21'
L70	N90°00'00"E	42.00'
L71	N90°00'00"E	42.00'
L72	S00°00'00"E	121.99'
L73	S89°42'35"W	42.00'
L74	S89°42'35"W	42.00'
L75	S00°00'00"E	121.78'
L76	N90°00'00"E	42.00'
L77	N90°00'00"E	35.99'
L78	S00°00'00"E	121.55'
L79	S89°42'35"W	42.00'
L80	S87°57'03"E	12.82'
L81	S00°00'00"E	120.27'

LINE TABLE		
LINE #	BEARING	DISTANCE
L82	S89°42'35"W	42.00'
L83	S89°42'35"W	42.00'
L84	S00°00'00"E	118.89'
L85	S87°57'03"E	15.75'
L86	N89°25'00"E	9.24'
L87	S00°35'35"E	110.94'
L88	S89°42'35"W	48.96'
L89	S00°00'00"E	17.50'
L90	N90°00'00"E	86.66'
L91	N00°00'00"E	30.50'
L92	N90°00'00"W	77.37'
L93	S00°00'00"E	42.00'
L94	N90°00'00"W	90.66'
L95	S00°00'00"E	35.92'
L96	N90°00'00"E	48.00'
L97	S00°00'00"E	6.00'
L98	N90°00'00"W	80.00'
L99	N90°00'00"E	48.00'
L100	N90°00'00"W	80.00'
L101	S00°00'00"E	36.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L102	S00°00'00"E	12.00'
L103	N90°00'00"E	88.25'
L104	S06°05'09"W	34.95'
L105	N90°00'00"E	83.85'
L106	S00°00'00"E	30.00'
L107	N90°00'00"W	80.00'
L108	N00°00'00"E	48.00'
L109	S00°00'00"E	18.00'
L110	S00°00'00"E	24.00'
L111	N90°00'00"E	81.91'
L112	S00°00'00"E	24.00'
L113	S00°00'00"E	18.00'
L114	N90°00'00"W	80.00'
L115	N00°00'00"E	48.00'
L116	N00°00'00"E	48.00'
L117	N90°00'00"E	83.39'
L118	S00°00'00"E	30.00'
L119	N90°00'00"E	12.00'
L120	N90°00'00"W	80.00'
L121	N00°00'00"E	48.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L122	N90°00'00"E	87.65'
L123	S06°05'09"E	32.22'
L124	S06°05'09"E	2.73'
L125	N90°00'00"E	90.51'
L126	S00°00'00"E	6.00'
L127	S00°00'00"E	36.00'
L128	N90°00'00"W	80.00'
L129	N00°00'00"E	36.18'
L130	N90°00'00"W	78.81'
L131	S00°00'00"E	42.00'
L132	N90°00'00"E	90.66'
L133	S00°00'00"E	30.24'
L134	S00°00'00"E	23.18'
L135	N90°00'00"W	86.66'
L136	N89°25'00"E	29.84'
L137	S89°04'11"E	32.52'
L138	N90°00'00"E	23.88'
L139	N90°00'00"E	79.67'
L140	S00°00'00"E	47.00'
L141	N00°00'00"E	41.68'

LINE TABLE		
LINE #	BEARING	DISTANCE
L142	N90°00'00"W	80.25'
L143	S00°00'00"E	42.00'
L144	N00°00'00"E	11.74'
L145	N90°00'00"W	81.14'
L146	N06°05'09"E	17.39'
L147	S00°00'00"E	42.00'
L148	N90°00'00"W	85.02'
L149	S00°00'00"E	42.00'
L150	N06°05'09"E	17.35'
L151	N90°00'00"W	88.56'
L152	S00°00'00"E	42.00'
L153	N90°00'00"W	88.53'
L154	N06°05'09"W	18.03'
L155	S00°00'00"E	42.00'
L156	N90°00'00"W	84.95'
L157	S00°00'00"E	42.00'
L158	N90°00'00"W	81.10'
L159	N90°00'00"E	12.42'
L160	S00°00'00"E	42.00'
L161	N90°00'00"W	80.25'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.12'	24.50'	4°03'11"	S65°53'25"W	19.56'
C2	26.01'	984.50'	1°30'49"	N89°49'35"W	26.01'
C3	0.53'	1015.50'	0°01'47"	N89°05'04"W	0.53'
C4	15.96'	1015.50'	0°54'02"	N89°32'59"W	15.96'
C5	5.26'	4.50'	66°56'34"	N56°31'43"W	4.96'
C6	3.18'	46.57'	3°55'03"	N25°00'57"W	3.18'
C7	72.45'	46.57'	89°08'40"	N71°32'48"W	65.36'
C8	28.07'	46.57'	34°32'30"	S46°36'37"W	27.65'
C9	78.25'	46.57'	96°16'56"	S18°48'06"E	69.36'
C10	5.26'	4.50'	66°56'34"	S33°28'17"E	4.96'
C11	5.26'	4.50'	66°56'34"	S33°28'17"W	4.96'
C12	70.21'	46.57'	86°23'07"	S23°45'01"W	63.74'
C13	47.05'	46.57'	57°53'15"	S48°23'10"E	45.07'
C14	64.70'	46.57'	79°36'46"	N62°51'49"E	59.62'
C15	5.26'	4.50'	66°56'34"	N56°31'43"E	4.96'
C16	6.01'	984.50'	0°21'00"	S89°49'30"E	6.01'
C17	29.20'	984.50'	1°41'57"	S88°48'01"E	29.20'
C18	26.27'	1015.50'	1°28'55"	S88°41'30"E	26.27'
C19	20.39'	1015.50'	1°09'02"	N89°59'31"E	20.39'
C20	20.37'	24.50'	47°37'50"	S66°46'05"E	19.79'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C21	38.48'	24.50'	90°00'00"	S45°00'00"E	34.65'
C22	75.70'	59.50'	72°53'43"	N53°33'08"E	70.70'
C23	17.76'	59.50'	17°06'17"	N06°33'08"E	17.70'
C24	6.08'	481.50'	0°43'24"	S00°21'42"W	6.08'
C25	42.08'	481.50'	5°00'26"	S03°13'37"W	42.07'
C26	2.98'	481.50'	0°21'18"	S05°54'30"W	2.98'
C27	4.30'	518.50'	0°28'30"	S05°11'56"W	4.30'
C28	42.06'	518.50'	4°38'50"	S02°38'16"W	42.04'
C29	42.04'	518.50'	4°38'43"	S02°00'31"E	42.03'
C30	10.00'	518.50'	1°06'18"	S04°53'02"E	10.00'
C31	39.38'	481.50'	4°41'09"	S03°44'34"E	39.37'
C32	11.90'	59.50'	11°27'18"	N05°43'39"W	11.88'
C33	11.76'	481.50'	1°23'59"	S00°42'00"E	11.76'
C34	38.48'	24.50'	90°00'00"	S45°00'00"W	34.65'
C35	81.57'	59.50'	78°32'42"	N50°43'39"W	75.33'
C36	20.33'	24.50'	47°32'22"	S66°48'49"E	19.75'
C37	26.83'	1015.50'	1°30'49"	S89°49'35"E	26.83'
C38	15.99'	984.50'	0°55'49"	S89°32'05"E	15.99'
C39	33.12'	24.50'	77°27'19"	N51°16'20"E	30.66'
C40	5.36'	24.50'	12°32'41"	N06°16'20"E	5.35'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C41	30.27'	518.50'	3°20'44"	N01°40'22"E	30.27'
C42	24.80'	518.50'	2°44'25"	N04°42'56"E	24.80'
C43	24.61'	481.50'	2°57'08"	N03°56'08"E	24.81'
C44	42.01'	481.50'	4°59'58"	N00°02'24"W	42.00'
C45	24.14'	481.50'	2°52'19"	N03°58'33"W	24.13'
C46	25.47'	518.50'	2°48'53"	N04°40'42"W	25.47'
C47	29.60'	518.50'	3°16'15"	N01°38'08"W	29.60'
C48	6.06'	24.50'	14°09'50"	N07°04'55"W	6.04'
C49	32.43'	24.50'	75°50'10"	N52°04'55"W	30.11'
C50	36.32'	1015.50'	2°02'57"	N88°58'31"W	36.32'
C51	45.24'	984.50'	2°37'58"	N89°16'01"W	45.23'
C52	20.50'	24.50'	47°55'50"	S65°27'05"W	19.90'

LINE TABLE		
LINE #	BEARING	DISTANCE
L162	N00°00'00"E	41.00'
L163	N90°00'00"W	79.51'
L164	S00°00'00"E	47.00'
L165	N90°00'00"W	14.11'
L166	N87°57'03"W	28.57'
L167	S89°25'00"W	9.15'
L180	S89°00'58"E	41.01'
L326	N06°05'09"W	16.71'
L333	S00°35'35"E	411.38'

EASEMENT & ENVELOPE LINE TABLE		
LINE #	BEARING	DISTANCE
BE-L169	S00°00'00"E	98.75'
BE-L172	S00°00'00"E	93.49'
BE-L173	N82°16'26"E	32.29'
BE-L174	S00°00'00"E	92.04'
BE-L175	N82°16'26"E	39.14'
BE-L176	N00°37'23"W	78.75'
E-L168	S82°16'26"W	96.61'

PROPERTY DESCRIPTION:

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

COMMENCING at the Southeast corner of said Section 16; thence N89°52'53"W along the South line of said Section 16, a distance of 284.27 feet to the POINT OF BEGINNING;
Thence N89°52'53"W continuing along said Section line, a distance of 501.97 feet to the south east corner of that property described as Reception No. 243124 of the Garfield County Records;
Thence N00°33'11"E along the East boundary of said property, a distance of 691.37 feet to a point on the Southerly boundary of that property described as Reception No. 633950 of the Garfield County Records;
Thence along said Southerly boundary S89°00'58"E a distance of 370.36 feet to the Southeast corner of said property;
Thence along the East boundary of said property N00°25'42"W a distance of 30.12 feet;
Thence leaving said East boundary S89°42'09"E a distance of 117.81 feet to a point on the West boundary of that property described as Reception No. 610069 of the Garfield County Records;
Thence S00°35'35"E along said West Boundary, a distance of 715.57 feet to the POINT OF BEGINNING

County of Garfield
State of Colorado

SURVEY NOTES:

- Basis of Bearings: All bearings shown hereon are based on an assumed bearing of S00°35'35"E between a found 1.25" Orange Plastic Cap L.S. 28643 on 5/8" Rebar and a 1.25" Plastic Yellow Cap L.S. 19598 on 5/8" Rebar along the west line of Megan Road Right of Way, also being the Eastern line of Subject Property,

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OAK GROVE VENTURES, LLC
LOT 11 WAPITI PARK SUBDIVISION
PARCEL: 217716423011

- LEGEND -

●

Found Monument as described

●

Set 1.25" Blue Plastic Cap LS 38388 on 5/8" Rebar

—

Property Line

- - -

Easement Line

—

Building Envelope Line

—

Adjoining Parcel

SF = Square Feet

AC = Acres

ROW = Right of Way

No. = Number

TYP = Typical

Grand River Plaza
Subdivision
Reception No. 641726

MEGAN AVENUE
50' RIGHT OF WAY
RECEPTION NO. 641726

BASIS OF BEARINGS
S0°35'35"E 715.57'

Open Space C
0.979 ac.±
42,646 sq. ft.±

FARRIER LANE
37.00' Right of Way

THOMAS JEFFERSON ROAD
31.00' Right of Way

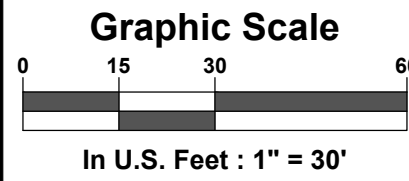
Proposed ROW 2
4169 SF
0.10 AC ±

6.00' RIGHT OF WAY
FOR FUTURE WAPITI
AVE EXTENSION
DEDICATED BY THIS PLAT

Proposed ROW 1
63673 SF
1.46 AC ±

LAST CHANCE DRIVE
RIGHT OF WAY WIDTH VARIES
RECEPTION NO. 641726

Last Chance Commons
Subdivision
Reception No. 984982



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

Fritzland Subdivision
Rifle, Colorado

Revision	Date	By
1		
2		
3		
4		
5		
6		
7		
8		
9		

Job No. 2022-235.001
Drawn by: JE
Date: 240118
Approved: J. PLS: REB
File: FritzlandSubDivPlat

Subdivision
Plat
Boundary &
Building Setback

Sheet No.

2

Of: 3

**-PRELIMINARY-
FOR REVIEW ONLY**

SOUTHEAST 1/4 CORNER
SECTION 16
FOUND 3.25" ILLEGIBLE
ALUMINUM CAP 1.1"
BELOW ROADWAY

I:\2022\2022-235-Enrollment\001-FritzlandProp\H-Dwg\Survey\Drawings\FritzlandSubDivDwg.dwg Plotter: 1/23/2024 12:15 PM By: Joe Ehlers

- LEGEND -

●

- Found Monument as described

●

- Set 1.25" Blue Plastic Cap LS 38388 on 5/8" Rebar

—

- Property Line

- - - -

- Easement Line

— ■ —

- Building Envelope Line

- - - -

- Adjoining Parcel

SF = Square Feet

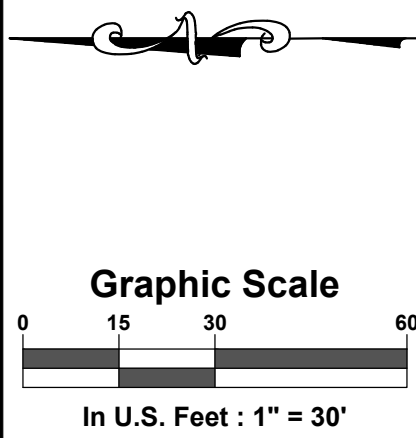
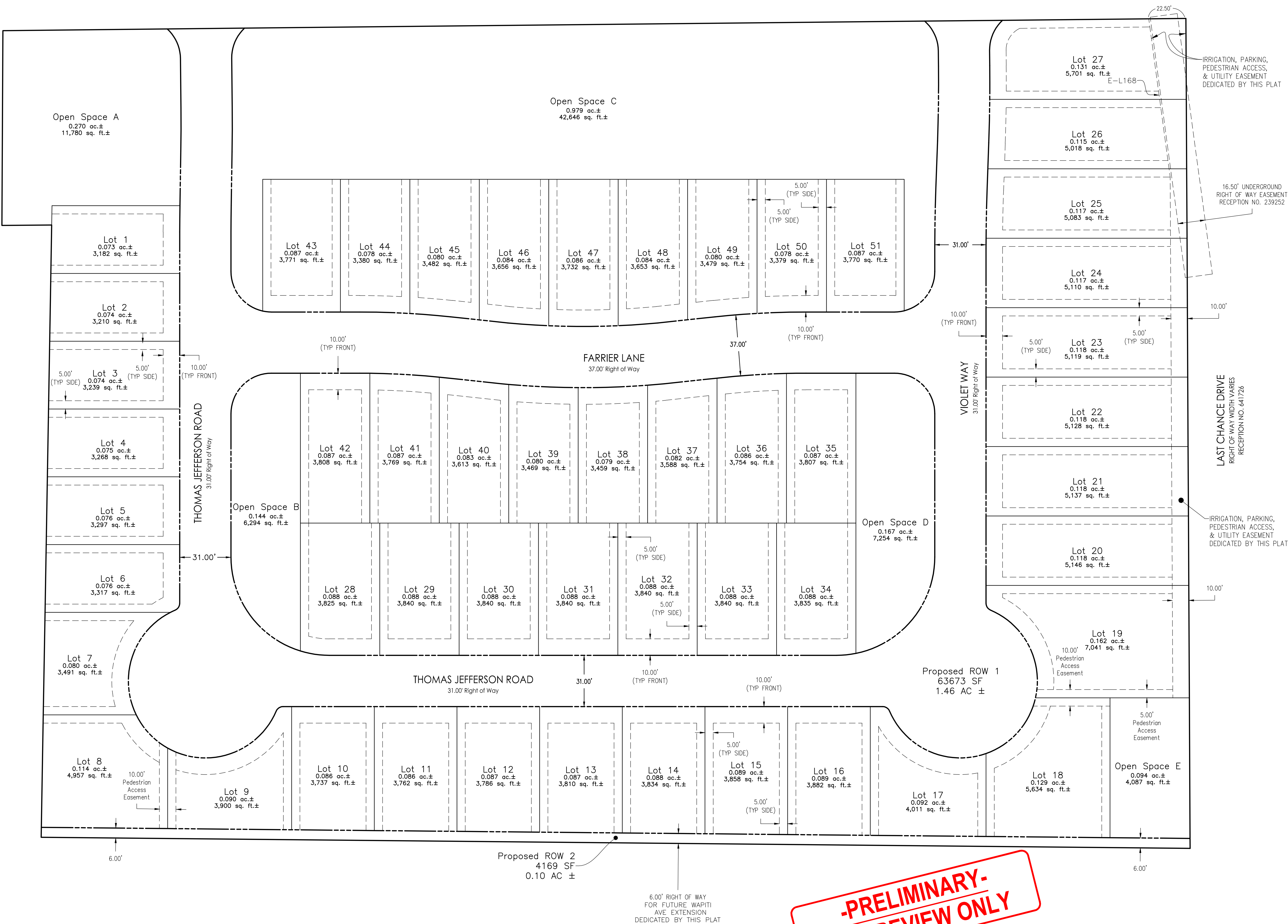
AC = Acres

ROW = Right of Way

No. = Number

TYP = Typical

MEGAN AVENUE
50' RIGHT OF WAY
RECEPTION NO. 641726



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

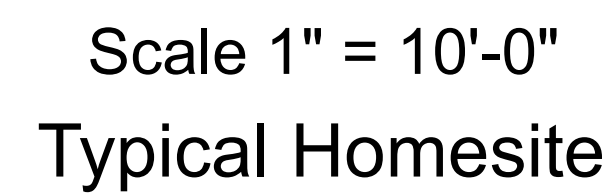
Fritzland Subdivision
Rifle, Colorado

Revision	Date	By
1		
2		
3		
4		
5		
6		
7		
8		
9		

Job No. 2022-235.001
Drawn by: JE
Date: 240118
Approved: JLS REB
File: FritzlandSubDiv.dwg

Subdivision
Plat
Easements

Sheet No. 3
Of: 3



Eco Dwelling Neighborhood Plant Materials Schedule

		<u>SIZE</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>
Deciduous Trees	Quantity 53	2.5"	Greenspire Linden	Tilia cordata greenspire
		2.5"	Shademaster Honeylocust	Gleditsia triacanthos 'Shademaster'
		2.5"	Norway Maple	Acer platanoides 'Emerald Queen'
		2.5"	Sienna Glen Maple	Acer x freemanii 'Sienna'
		2.5"	Sensation Boxelder Maple	Acer negundo
		2.5"	Bur Oak	Quercus macrocarpa
Small Trees	Quantity 24	2"	Canada Red Chokecherry	Prunus virginiana
		2"	Springs Snow Crabapple	Malus 'Spring Snow'
		2"	Hot Wings Maple	Acer tataricum
		5'-6" ht.	Autumn Brilliance Serviceberry	Amelanchier grandiflora 'Autumn Brilliance'
Evergreen Trees	Quantity 13	10' ht.	Colorado Blue Spruce	Picea pungens glauca
		10'	Ponderosa Pine	Pinus ponderosa
Shrubs	Quantity 218	#5	Rose, 'Nearly Wild'	Rosa x 'Nearly Wild'
		#5	Blue Mist Spirea	Caryopteris clandonensis 'Blue Mist'
		#5	Russian Sage	Perovskia atriplicifolia
		#5	Anthony Waterer Spirea	Spiraea japonica 'Anthony waterer'
		#5	Miss Kim Dwarf Lilac	Syringa patula 'Miss Kim'
		#5	Potentilla Gold Drop	Potentilla fruticosa 'Gold Drop'
Grasses/Perennials	Quantity 650	#1	Heavy Metal Switch Grass	Panicum Virgatum 'Heavy metal'
		#1	Blonde Ambition Blue Grama	Bouteloua gracilis 'Blonde Ambition'
		#1	Karl Foerster Grass	Calamagrostis acutiflora 'Karl Foerster'
		#1	Blue Oats Grass	Helictotrichon sempervirens
		#1	Black Eyed Susan	Rudbeckia
		#1	May Night Salvia	Salvia nemorosa 'May Night'
		#1	Snow-in-summer	Cerastium tomentosum
		#1	Dwarf Blue Fall Aster	Aster 'Professor Kippenburg'
		#1	Yellow Yarrow	Achillea 'Moonshine'
		#1	Walker's Low Catmint	Nepeta x Faassanii 'Walker's Low'

bark mulch bed
ornamental grass
shrubs

- Notes:**
1. Crushed Granite, tan in color. Provide a one-pound sample of tan color material for review and approval.
 2. Warranty plants and trees for one year after final acceptance. Replace dead or dying materials not in vigorous, thriving condition as soon as weather permits.
 3. Determine locations of underground utilities and perform work in a manner which will avoid possible damage.
 4. Plants shall be specimen quality, typical of their species or variety.
 5. Plant trees in pits 12" larger than tree ball and soil shall be turned 3x the dimension of the root ball. Backfill with a sandy loam to a depth of 36" containing 1-3 percent organic matter by volume.
 6. Install "Weed Restrictor Fabric" between soil and crushed granite.
 7. All plant materials in crushed granite to be irrigated with an underground drip zone system, all seeded areas to be irrigated with an underground sprinkler system utilizing rotating sprinkler nozzels.
 8. Weather based irrigation controls shall include functioning soil moisture sensors and a rain sensor as components of the system.
 9. Prior to bringing any topsoil to the site, a letter shall be provided by topsoil provider certifying that soil is not from farmland.

3/4" crushed rock
typ.

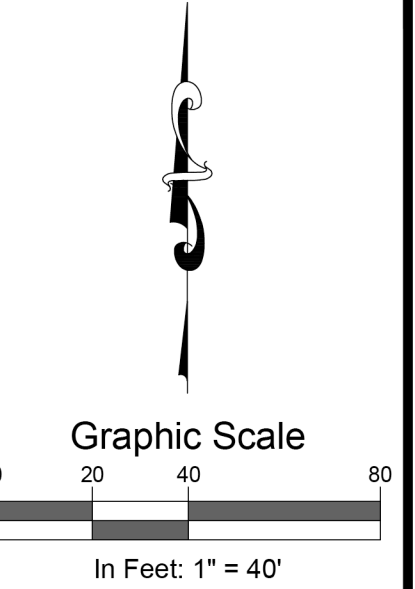
Landscape Plan prepared by:

The LAND Studio
365 River Bend Way
Glenwood Springs, CO 81601
970.927.3690
landstudio2@comcast.net

Eco Dwelling

Conceptual Landscape Plan

Prepared October 18, 2023 by TLS



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

Eco Dwelling - Fritzlan Property
Eco Dwelling LLC

[illegible]

Job No.	2022-235.001		
Drawn by:	JC		
Print Date:	9/6/2023		
QC:	XX	PE:	JSS
File:	Fritzlan-SitePlan		

Conceptual Landscape Plan

L1

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 4
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A
FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR
FRITZLAN RANCH SUBDIVISION

WHEREAS, there was filed with the Rifle Planning Department an application for subdivision of property owned by Eco Dwelling, LLC (hereinafter “Developer”), which property is known as Fritzlan Ranch Planned Unit Development and legally described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, on November 7, 2023, after a duly noticed public hearing, the City of Rifle Planning Commission approved a Preliminary Plan for the Property and the City Council approved the Preliminary Plan for the Property on December 6, 2023; and

WHEREAS, on March 6, 2024 and March 20, 2024, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property and found these documents to be consistent with the approved Preliminary Plan, and that all conditions of Preliminary Plan approval have been met; and

WHEREAS, the City Council desires to approve the Final Subdivision Plan and Final Subdivision Plat for the Property, subject to all terms and conditions set forth in the Site-Specific Development Plan and Subdivision Improvements Agreement for the Property (“SIA”) which SIA is available for inspection at the City Clerk’s Office during business hours.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. That certain Final Subdivision Plan and Final Subdivision Plat for the Property, proposing development of 51 single family lots, is hereby approved subject to the conditions contained in the Rifle Planning Department staff report provided to the City Council and the SIA.
3. The Mayor of the City is hereby authorized to indicate the City Council’s approval of the Final Subdivision Plan and Final Subdivision Plat and SIA for the Property by signing the Final Plat and SIA. A true and correct copy of the Final Plat and SIA for the Property shall be deposited with the City Clerk and shall be available for public inspection at the Clerk’s office after being fully executed by the parties.
4. Developer shall comply with all of Developer’s representations made in any applications and in statements during the Public Hearings before the Planning Commission and City Council which shall be conditions of approval with which the Developer shall comply. The

Developer shall also comply in full with the Rifle Municipal Code, the City's staff report approved with the Application, and the Public Works Manual requirements.

5. The City Clerk is hereby directed to file one (1) copy of the Final Plat and the original of this Ordinance in the Office of the City Clerk.

6. The City Clerk is hereby further directed to record this Ordinance, the Final Plat, the SIA and any other associated documents in the Office of the Clerk and Recorder of Garfield County, and to file one (1) certified copy of the Final Plat and this Ordinance with the Garfield County Assessor.

7. The City Council's approval of this Final Subdivision Plan and the Final Subdivision Plat for Phase 1 of the Property creates a vested property right pursuant to the Rifle Municipal Code and Article 68 of Title 24, C.R.S., as amended, for a period of three (3) years from the effective date of this Ordinance. As a condition of the granting of such vested right, the Developer shall, at its expense, publish the vested rights notice required by C.R.S. §24-68-103(c) and the Rifle Municipal Code §16-11-10, *et. seq.*, and Developer shall comply with all other procedural requirements set forth therein.

INTRODUCED on March 6, 2024, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on March 20, 2024, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this ____ day of _____, 2024.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

A tract of land being a portion of those properties described in Reception Nos. 271009 and 194149 of the Garfield County Records. Said tract of land also being a portion of the SE¼SE¼ of Section 16, Township 6 South, Range 93 West of the 6th Principal Meridian, described as follows:

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

**SITE SPECIFIC DEVELOPMENT PLAN AND
SUBDIVISION IMPROVEMENTS AGREEMENT**

FRITZLAN RANCH

THIS AGREEMENT made this ____ day of _____, 2024, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality (hereinafter the "City") and ECO DWELLING, LLC, a Colorado limited liability company (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado, which property is to be known as Fritzlan Ranch Planned Unit Development and is further described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, Developer's and the City entered into an Annexation Agreement dated November 6, 2023, which is recorded in the Office of the Clerk and Recorder of Garfield County, as Reception No. 991173, which Agreement is incorporated herein by this reference.

WHEREAS, on November 7, 2023 after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Preliminary Plan for the Property and the City Council approved a Preliminary Plan for the Property on December 6, 2023; and

WHEREAS, on March 6, 2024 and March 20, 2024, the City Council of the City of Rifle, after holding all necessary public hearings, approved by appropriate ordinance a Final Subdivision Plat and Final Subdivision Plan for the Property creating 51 lots, which Ordinance No. 4, Series of 2024 is recorded as Reception No. _____ with the Garfield County Clerk and Recorder; and

WHEREAS, the City's approval of the Final Subdivision Plat and Final Subdivision Plan for the Property cited above is contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

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

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

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of the Property, and to constitute the Subdivision Improvement Agreement provided for in Sections 16-4-170, 16-5-440(d) and 16-6-180(c)(2) of the Rifle Municipal Code. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle

Land Use Regulations (Title 16 of the Rifle Municipal Code), the City's staff report approved with this Application and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Definition of the Submittal. For purposes of this agreement, the "Submittal" or the "Application" consists of all the documents and information submitted to City staff for purposes of approval of the subdivision of the Property.

4. Fees. The following fees shall be paid to the City by the Developer:

- A. Reimbursement of Costs. The Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the City for the cost of making corrections or additions to the master copy of the official City map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- B. Water and Sewer Taps. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service. The Final Plan includes a raw water irrigation system for the Property which will provide a 25% discount on water system improvement fees as provided for and so long as the Property is in compliance with RMC Section 13-7-10, *et. seq.*
- C. Water Rights Dedication/Lease back. Developer shall dedicate the following water rights as required under RMC Section 13-6-10, *et. seq.* associated with the development of the Property: 17 Shares of Loesch & Crann Ditch Company (the "Water Rights"). The City agrees to lease back a portion of the Water Rights to the homeowner's association created for the Property to irrigate individual lots, the park and open space utilizing the raw water irrigation system installed as part of the public improvements for the Property subject to this Agreement. Prior to the recording of the Final Plat, Developer and the City shall execute a Long-Term Water Rights Lease Agreement, which Lease shall be assigned to the homeowner's association and a dry up covenant benefitting the City for that portion of the Property that will be removed from irrigation.
- D. Parkland Dedication. The Annexation Agreement required the construction of a

park as a public improvement that the homeowner's association shall own and maintain and it shall be open to the public. The Declaration of Covenants for the Property shall mandate the operation, maintenance, repair, and replacement of the public park. The Property is subject to the City parkland dedication requirements set forth in Rifle Municipal Code §§16-1-90 and 16-4-110 and the City shall credit Developer the actual cost of the construction of the park approved by the City. To the extent any parkland dedication deficit remains, Developer shall pay such remaining parkland dedication fees to the City prior to it issuing a certificate of occupancy on the Property.

- E. Offsite Street Impact Fees. The City and Developer agree that the Property is subject to offsite street impact fees as set forth in the RMC Section 16-1-100.
- 5. Specific Conditions. Developer agrees to perform the following conditions:
 - A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.
 - B. Noxious Weed Control/Maintenance. Developer agrees and acknowledges that it shall, pending and during development of the Property, control the growth of noxious weeds on all parcels within the Property as required by the Rifle Municipal Code, and maintain the Property.
 - C. Privately Maintained Roads and Sidewalks. The parties agree and acknowledge that the roads within the Property shall be open to the public with no gated access, but owned, maintained, repaired and replaced by the homeowner's association created for the Property. The City shall have no obligations for the roads. Pursuant to Colorado River Fire Rescue requirements, one side of the roads will be posted with "No Parking" signs, including both cul-de-sacs, which signs shall be maintained and replaced by the homeowner's association for the Property. Developer shall further construct sidewalks to complete Megan Avenue and Last Chance Drive to the Property in compliance with the City of Rifle Public Works Manual and improve Last Chance Drive with additional parking as shown in the Application.
 - D. Wapiti Avenue Right-of-Way. Developer shall convey to the City the western portion of the Property to align with the future extension of Wapiti Avenue. This strip of property shall be maintained by the homeowner's association if or until Wapiti Avenue is extended.
 - E. Landscaping. Developer shall install landscaping on each lot as a condition of

certificate of occupancy for each unit (or by May 1 if a dwelling is constructed after October 15 for which Developer shall provide the City a monetary deposit securing such obligation) pursuant to landscaping plans reviewed and approved by the City as part of the Preliminary PUD Development Plan and this Application. Individual maintenance requirements shall be stated in the declaration of covenants for the Property. As stated in the staff report for this Application, at least one gate accessing the side and backyard shall be installed on each lot.

6. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the City Engineer and Public Works Director and the Developer, its engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

7. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, landscaping, water or sewer distribution facilities, drainage structures, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting, landscaping and signage required by this Agreement or shown on the final subdivision plat (the "public improvements") shall be installed and completed at the expense of the Developer.

A. General Responsibility. All public improvements required by this Agreement and shown on the Final Subdivision Plat submittal, and the estimated costs thereof, are identified on Exhibit B attached hereto. The public improvements shall be constructed in conformance with the plans and specifications submitted by the Developer as part of the Final Plat application and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications submitted, which plans and specifications are on file at City Hall, the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

8. Construction Observation and Inspection.

A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.

B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at the Developer's expense during construction of the public improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the public improvements. City approvals shall be made only after

completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the public improvements, a supervisor employed by the Developer's general contractor shall inspect the public improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the public improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the public improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved plans and specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

9. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer shall execute a quit-claim deed to the City conveying any interests it has in the public improvements. The Developer shall also execute a bill of sale conveying the public improvements to the City, free and clear of all liens and encumbrances. All public improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

10. Warranty. Developer shall warrant any and all public improvements and facilities which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, public roads and facilities located on or under public lands and easements) for a period of 2 years from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of 2 years, as stated above.

11. Performance Guarantee. The total amount of required security for the public improvements are specified on Exhibit B.

- A. In order to secure the construction and installation of the public improvements above described for which Developer is responsible, and as a condition of recording the Final Plat for the Property, Developer shall furnish the City with a certificate or other evidence in good and sufficient form approved by the City Attorney of an irrevocable letter of credit issued or confirmed by a commercial banking institution authorized to do business and with offices located within the State of Colorado to secure the performance and completion of the public improvements required by this Agreement in an amount equal to the estimated costs of said facilities as set forth on Exhibit B. The City shall have the right to review and approve all terms and conditions of the letter of credit prior to recording of the Final Plat; or, in the alternative, delay recording the Final Plat until all public improvements are constructed and, if applicable, accepted by the City pursuant to this Agreement.

The original letter of credit shall be delivered to the City prior to the recordation of the Final Plat. This Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision, issued by the International Chamber of Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

- B. In the event the public improvements are not constructed or completed within 12 months of the date of this Agreement, the letter of credit shall provide that the funds necessary to complete the public improvements shall be put directly into an escrow account under the control of the City Manager and shall be used to complete the public improvements called for herein.
- C. Within ten (10) days of timely completion of the public improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the City Manager, the performance guarantee shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance.
- D. The required security for the public improvements is the amount mutually agreed upon by the Developer and the City Engineer as set forth above. The parties agree that this amount does not necessarily reflect the City Engineer's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the public improvements. In the event the costs of the Public Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this SIA shall be adjusted accordingly. No representations

are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such public improvements.

- E. The parties expressly agree that the Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit B, which amount the City may retain as liquidated damages due to Developer's breach. No releases to the letter of credit shall be granted by the City until such as-built drawings are provided and the secured improvements are accepted by the City pursuant to the provisions of this Agreement.

12. Title Policy. Prior to the recordation of the Final Plat for the Property, the Developer shall provide the City a commitment for a title insurance policy, indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed by the Final Subdivision Plat. Further, said title commitment, and/or an additional title commitment, shall show that all other property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable as the City in its sole discretion determines. At the time of recording the Final Plat, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Final Plat.

13. Vested Rights. Pursuant to Section 16-11-10, *et. seq.*, of the Rifle Municipal Code, the City and the Developer agree that the City Council's final subdivision plat approval for the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the City Council of the Final Plat for the Property, the City will have granted vested property rights for the Property for a period of three (3) years from the effective date of the City ordinance approving this Agreement and the Final Plat upon the condition that the Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Rifle Municipal Code Section 16-11-10, *et. seq.* The Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and Rifle Municipal Code Section 16-11-50.

14. Homeowner's Association; Covenants. The Property shall be subject to a homeowner's association created by the Developer under the laws of the State of Colorado at the time of recording the Final Plat that sets forth the ownership and maintenance obligations of the private roads and sidewalks serving the Property and all other common elements on the Property, including the park, open space and raw water irrigation system. The declaration of covenants shall further define landscaping and fencing maintenance requirements for individual lots.

15. Conditions of Building Permit / Certificate of Occupancy. In addition to all requirements of the Rifle Municipal Code and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. This SIA has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- B. The Final Plat has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- C. All public improvements have been accepted, or a performance guarantee to secure all public improvements has been provided in accordance with this SIA.

16. Voluntary Action of Developer. Notwithstanding any provision of the Rifle Municipal Code, the Developer agrees that all terms and conditions of this Agreement, including specifically the payment of fees, the dedication of land, and the completion of off-site infrastructure improvements, are agreed to and constitute the voluntary actions of the Developer.

17. Breach by Developer; City's Remedies. In the event of any default or breach by the Developer of any term, condition, covenant or obligation under this Agreement, the City Council shall be notified immediately. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the City from hardship. The City's remedies include:

- A. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the City Manager

or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;

- C. A demand that the security given for the completion of the public improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period the Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described in 17(B), above, has been recorded with the Garfield County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.

18. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Developer desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

19. Indemnification. Developer agrees to indemnify and hold the City harmless from any and all claims or losses of any nature whatsoever incurred by the City resulting from the subdivision of the Property. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the City for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. Therefore, the parties hereto agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.

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

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

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

23. Release of Liability. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City of Rifle Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the City, acts at its own risk as to any representation or undertaking by the City officers or agents or their designees which is subsequently held unlawful by a court of law.

24. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

26. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

27. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

28. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

29. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

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

Notice to City:

City of Rifle
P. O. Box 1908
Rifle, CO 81650

With copy to:

Karp Neu Hanlon, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602

Notice to Developer:

Eco Dwelling, LLC
5 Powerline Road
Rifle, Colorado 81650

33. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

CITY OF RIFLE, COLORADO

By: _____

Mayor

ATTEST:

Clerk

ECO DWELLING, LLC

By _____
Title _____

STATE OF _____) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____ 2024 by
_____ as _____ of Eco Dwelling, LLC.

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

Notary Public

EXHIBIT A

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

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

EXHIBIT B

Public Improvement Cost Estimates



Agenda Item #7.c.

Agenda Item Name:

Consider Ordinance No. 5, Series of 2024, to Amend the Rifle Municipal Code Regarding Setbacks for Accessory Structures

Presenter:

Patrick Waller, Planning Director

Item Description:

Amendment to Rifle Municipal Code

Recommended Action:

Move to approve Ordinance No. 5, Series of 2024, as presented, and order it to be published as required by charter.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

In 2016, Council approved updated regulations for accessory storage structures.

Background Information:

During a recent zoning enforcement procedure, staff found an inconsistency within the MDR regulations regarding setbacks for accessory structures. This amendment addresses the issue relating to double frontage lots.

Executive Summary:

Accessory structures are required to maintain a twenty (20) foot rear yard setback on double frontage lots no matter what the zone district. In MDR zone districts the primary structure can have as little as a ten (10) foot rear yard setback. Planning Commission proposed to change the code for lots with double frontages.

Notification Requirements:

Notice was completed via publishing in the paper as required by the Rifle Municipal Code.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. March 6-2024 CC Deliverable Rear Yard Setback Text Amendment
2. Ordinance No. 5-Setbacks on double frontage Lots in MDR zone districts



EMORANDUM

TO: Rifle City Council
FROM: Geir Sverdrup, Senior Planner
DATE: March 6, 2024
SUBJECT: Text Amendment Application 2024-009

Background

During a recent zoning enforcement procedure, staff found an inconsistency within the MDR regulations regarding setbacks for accessory structures. Accessory structures are required to maintain a twenty (20) foot rear yard setback on double frontage lots no matter what the zone district. In MDR zone districts the primary structure can have as little as a ten (10) foot rear yard setback. The following revisions are Staff's recommended amendments to the Rifle Municipal Code for consideration by the Planning Commission as Text Amendments.

Current R.M.C. Requirements

Sec. 16-3-230. - Yard requirements.

- (a) On double frontage lots or lots extending from one (1) street to another paralleling street, both streets shall be considered front streets for purposes of calculating front yard setbacks.

Sec. 16-3-340. - Additional requirements for residential districts.

- (2) Structures less than two hundred (200) square feet:
 - a. No building permit required.
 - b. Any facade is permitted.
 - c. Maximum height — ten (10) feet.
 - d. Front yard setback — twenty (20) feet.
 - e. Side and rear yard setback — none.

As written, the current language of the code has created an unintended consequence requiring a smaller accessory structure to meet a greater setback from the primary home. It is staffs belief that the language was intended to ensure that accessory structures did not encroach into the front yard/streetscape of the neighborhood.

The intent of keeping rear yards open from the street views on double frontage lots is evident with the requirement of four (4) foot maximum height fences along these street frontages.

Proposed Amendment

Sec. 16-3-340. - Additional requirements for residential districts.

- (2) Structures less than two hundred (200) square feet:
 - a. No building permit required.
 - b. Any facade is permitted.



c. Maximum height — ten (10) feet.

d. Front yard setback — twenty (20) feet.

e. Side and rear yard setback — none.

f. Rear Yard setback on double frontage lots – Same as required front yard setback of the zoning district in which the structure is located.

The proposed text addition will allow a more reasonable rear yard setback on double frontage lots. Interior lots will not be affected and will be able to maintain a zero rear yard setback.

Findings

Pursuant to RMC Section 16-5-280, the Planning and Zoning Commission shall consider the following criteria when determining whether or not to recommend approval of the setback amendment to City Council:

1. Conformance of the proposal with the City of Rifle Municipal Code;

The proposal is in conformance with the Rifle Municipal Code.

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

The proposal will be compatible with the character of Rifle. Staff feels that this amendment to the Code allow for a more uniform approach to permitting accessory structures within their respective districts.

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

The zoning code is enforced Citywide by appropriate zone district.

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

No major adverse environmental effects are anticipated from the proposal.

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

No Comprehensive Plan issues were noted as part of the review.

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

No negative impacts to property values are anticipated.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.

Not applicable.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



Planning and Zoning Commission

The Planning and Zoning Commission heard this application at their January 30, 2024 meeting. No one from the public was in attendance to speak about the requested text amendment.

Recommendation

The Planning and Zoning Commission recommends that the Rifle City Council approve the proposed text amendment 2024-009 as presented.

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 5
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
ARTICLE III OF CHAPTER 16 OF THE RIFLE MUNICIPAL CODE
REGARDING SETBACKS FOR ACCESSORY STRUCTURES.

WHEREAS, Article III of Chapter 16 of the Rifle Municipal Code (the “Code”) regulates Setback requirements for residential lots within the City; and

WHEREAS, City staff recommended updates to the Code to prevent accessory structures on double frontage lots from having a different setback for their rear yard setback; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend Article III of Chapter 16 of the Code accordingly.

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

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

Section 2. Section 16-3-340 of the Rifle Municipal Code, “Additional Requirements for Residential Districts”, is hereby amended as follows, with underlined text added:

Sec. 16-3-340. Additional Requirements for Residential Districts.

(d) Accessory buildings, including garages, sheds, carports, and pole barns and similar structures shall be allowed only as provided in this Section.

(2) Structures less than two hundred (200) square feet:

- a. No building permit required.
- b. Any facade is permitted.
- c. Maximum height — ten (10) feet.
- d. Front yard setback — twenty (20) feet.
- e. Side and rear yard setback — none.
- f. Rear Yard setback on double frontage lots – Same as required front yard setback of the zoning district in which the structure is located.

INTRODUCED, on March 6, 2024, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on March 20, 2024, approved without amendments, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2024.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.d.

Agenda Item Name:

Consider Ordinance No. 6, Series of 2024, to Rezone a Portion of Stillwell Avenue from Low Density Residential to Medium Density Residential Redeveloping

Presenter:

Patrick Waller, Planning Director

Item Description:

Rezoning Request

Recommended Action:

Move to approve Ordinance No. 6, Series of 2024, to rezone a portion of Stillwell Avenue from Low Density Residential to Medium Density Residential Redeveloping on first reading, as presented and order it to be published as required by charter.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

During the processing of a Conditional Use Permit application for a modular home installation, for the property located at 988 Stillwell Ave., the inconsistency of the Low Density Residential (LDR) zone district amid Medium Density Residential Redeveloping (MDR-X) was made evident. Property owners of these parcels are restricted to single family homes while surrounding properties can build multi-family homes with greater density and smaller setbacks.

Executive Summary:

Staff has sponsored this application for several reasons: 1) to resolve the inconsistency of the zone districts, 2) address the need to encourage in-fill development (Tier-1) in this area and 3) to further take advantage of the Infill Fee Reduction provisions to further encourage development in the area. One of the benefits of this proposed rezone will be the increased ability to have the properties that are developing the area make the improvements needed for the area, most importantly the completion of a City of Rifle waterline and improvement of Stillwell Ave. to City standards.

Notification Requirements:

Notice was completed as required by the Rifle Municipal Code by publishing in the Rifle Citizen Telegram. Staff also notified all of the individual property owners who would be affected by the rezoning via Certified Mail.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. March 6-2024 CC Deliverable Stillwell rezone
2. Ordinance No. 6-Rezone of Stillwell Avenue

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



MEMORANDUM

TO: Rifle City Council
FROM: Geir Sverdrup, Senior Planner
DATE: March 6, 2024
SUBJECT: Rezone Application 2024-007 Stillwell Ave

Background

During the processing of a Conditional Use Permit application for a modular home installation, for the property located at 988 Stillwell Ave., the inconsistency of the Low Density Residential (LDR) zone district amid Medium Density Residential Redeveloping (MDR-X) was made evident. Property owners of these parcels are restricted to single family homes while surrounding properties can build multi-family homes with greater density and smaller setbacks. Staff has sponsored this application for several reasons: 1) to resolve the inconsistency of the zone districts, 2) address the need to encourage in-fill development (Tier-1) in this area and 3) to further take advantage of the Infill Fee Reduction provisions to further encourage development in the area. One of the benefits of this proposed rezone will be the increased ability to have the properties that are developing the area make the improvements needed for the area, most importantly the completion of a City of Rifle waterline and improvement of Stillwell Ave. to City standards.

Current Zoning Map





As currently zoned (LDR), property owners find it difficult to be able to afford the necessary improvements required to develop their properties. The proposed rezone will allow property owners to spread out the financial impacts of the improvements over multiple dwellings. The area, as previously noted, is in a Tier 1 development area and is also located in the Infill Fee Reduction area. MDR-X zoning is more conducive to encouraging the property owners to develop their properties, complete improvements and build on in-fill properties that are already within our existing service areas.

Comprehensive Plan

Tier 1: Priority Growth Area

Tier 1 growth areas are sufficient to accept expected growth within the twenty-year timeframe of this Comprehensive Plan. This includes 1,500 - 2,000 residential units, over 100 acres of commercial property, and 700 - 900 acres of industrial property.

The Tier 1 boundary was created by considering the following criteria:

1. The area is either annexed or eligible for annexation.
2. The area is directly adjacent to existing neighborhoods and has adequate pedestrian and vehicular access.
3. The area is served by existing infrastructure (water, sewer, streets). Additional infrastructure can realistically be obtained and funded, including utilities and multiple vehicular access routes.
4. The area has proximity to schools, parks, civic destinations, and businesses (1/4 mile walkshed).
5. The development is of a size, shape, and pattern conducive to high quality neighborhood development.

Within Tier 1, the City of Rifle policy is that impact fees on development will be assessed. Developers are responsible for constructing infrastructure to be owned and maintained by the City. However the City also recognizes that in some cases assistance with infrastructure within Tier 1 can prevent the longterm impacts of development within Tier 2, where land has the advantage of being less expensive.

The Comprehensive Plan specifically addresses this area.

A. Stillwell Avenue area. The City allowed the area to be subdivided in the 1950s without construction of streets and water mains. The lots are now under separate ownership and likely undevelopable unless the City completes the infrastructure. Creating new housing in this area would revitalize the Park Avenue neighborhood. Garfield County owns the largest parcel in the area and does not intend to use all of the property. A partnership could be contemplated where the City completes the infrastructure in exchange for affordable housing requirements on both Garfield County property and private property.



The plan calls for Moderate Density residential in the Stillwell area.

Moderate Density Residential Density:

7-15 du/acre

Housing Types: Townhomes (in some cases); duplexes; small homes/patio homes on small lots; average single-family lots (approximately 8,000 square feet).

Location Criteria: Areas with at least moderate access to services; areas that need major infrastructure improvements that require enough density to fund the infrastructure; areas where streets and infrastructure can accommodate medium densities.

Zoning: Medium Density Residential Redeveloping (MDR-X); Medium Density Residential (MDR); Low-Density Residential (LDR)

Not only does the proposed rezone meets the intent and requirements of Tier-1 development, the proposed MDR-X zoning is the best match for the intent of the Stillwell Area and the Comprehensive Plans vision for this area.

Notification

Staff mailed first class letters to all property owners affected by this application, and as of the writing of this memorandum, there have been a few of inquiries from affected property owner. Each of these property owners are in support of the requested rezone.

Findings

Pursuant to RMC Section 16-5-280, City Council shall consider the following criteria when determining whether or not to approve the rezoning request:

1. Conformance of the proposal with the City of Rifle Municipal Code;

The proposal is in conformance with the Rifle Municipal Code.

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

The proposed rezone will bring the affected properties into higher compatibility with the surrounding character of this area. Staff believes that this rezoning will allow and encourage more uniform development within this area and zone district.

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

The proposed rezoning will be more in-line with the Tier-1 development anticipated for this area and zone district.

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

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



No major adverse environmental effects are anticipated from the proposal.

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

There are no Comprehensive Plan issues, proposal is in-line the intent of the Comprehensive Plan.

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

No negative impacts to property values are anticipated.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.

Not applicable.

Planning and Zoning Commission

The Planning and Zoning Commission heard this application at their January 30, 2024 meeting. One property owner provided comment and was not opposed to the rezoning.

Recommendation

The Planning and Zoning Commission recommends that the Rifle City Council approve the proposed rezone application 2024-007 as presented.

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 6
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING A
PORTION OF STILLWELL AVENUE FROM LOW DENSITY RESIDENTIAL
(LDR) TO MEDIUM DENSITY RESIDENTIAL REDEVELOPING (MDR-X)

WHEREAS, City staff have recommended to rezone the area located on Stillwell Avenue in the City of Rifle, Colorado shown on Exhibit A, attached hereto and incorporated herein by this reference (the “Property”), from Low Density Residential (LDR) to Medium Density Residential Redeveloping (MDR-X); and

WHEREAS, on January 30, 2024, the City of Rifle Planning and Zoning Commission considered the rezoning application for the Property and, based upon the need to resolve the inconsistency of the zone districts, to encourage in-fill development (Tier-1) in this area, and to further take advantage of the Infill Fee Reduction provisions to further encourage development in the area, recommended that the Property be rezoned Medium Density Residential Redeveloping (MDR-X); and

WHEREAS, the City of Rifle Planning Commission and the Rifle City Council have held duly noticed public hearings as required by the Rifle Municipal Code, and the City Council now wishes to rezone the Property.

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

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

Section 2. The Property shown on Exhibit A is hereby zoned Medium Density Residential Redeveloping (MDR-X) Zone District.

Section 3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC §16-3-20 and shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk and which shall bear the seal of the City. The amended Map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED, on March 6, 2024, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on March 20, 2024, approved without amendments, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2024.

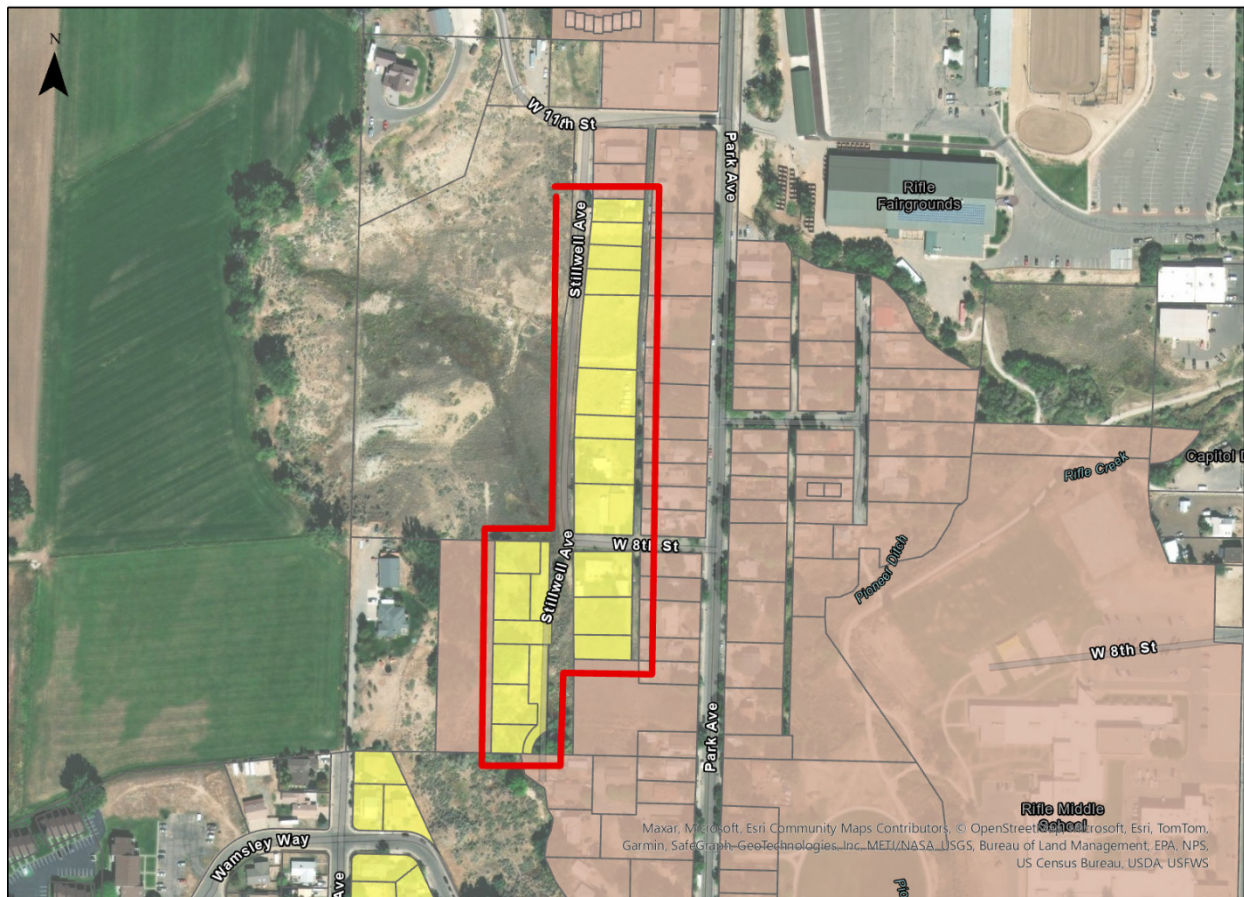
CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A



Properties Currently Zoned LDR to be Rezoned to MDRX



Agenda Item #7.e.

Agenda Item Name:

Consider Ordinance No. 7 and Ordinance No. 8, Series of 2024, to Amend the Rifle Municipal Code Regarding the Location and Use of Food Trucks in the City of Rifle and Rifle Business Park

Presenter:

Patrick Waller, Planning Director

Item Description:

Amendments to Food Truck Regulations

Recommended Action:

Move to approve Ordinance No. 7, Series of 2024, to Amend the Rifle Municipal Code Regarding the location and use of food trucks in the City of Rifle.

Move to approve Ordinance No. 8, Series of 2024, to Amend the Rifle Business Park PUD to allow for food trucks as an approved use.

...on first reading, as required, and order them to be published as required by charter.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

Rifle recently expanded the overall number of food trucks allowed.

Background Information:

In 2022 Council approved an expansion in overall food truck numbers to allow for eight food trucks and two temporary food truck uses (10-days or less within a calendar year). Currently there is one available space for a full-time food truck and one available space for a temporary food truck.

Executive Summary:

Planning Commission recommended that City Council approve the following changes to food truck regulations:

1. Allow for food trucks in Light Industrial zoned areas.
2. Limit the total amount of food trucks permits to two for each property. Any additional application would

require a Conditional Use Permit review.

3. Allow for food trucks in Rifle Business Park.

Notification Requirements:

Notice was completed as required by the Rifle Municipal Code. In addition, the Rifle Business Park requires the approval of 50% of the lot owners. Certified mailing was sent to allow Rifle Business Park property owners notifying them of the change.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. March 6-2024 CC Deliverable Food Truck in LI & RBP
2. Ordinance No. 7-Food Truck Code Update
3. Ordinance No. 8-Rezoning Rifle Business Park PUD Guide



MEMORANDUM

TO: Rifle City Council
FROM: Geir Sverdrup, Senior Planner
DATE: March 6, 2024
SUBJECT: Text Amendment Applications 2024-006 & 2024-008

Background

During a recent pre-application meeting with a potential Food Truck owner, staff found an opportunity to expand the area(s) available for food truck operations. The owner of Two Forks Catering had expressed a desire to operate her catering truck as a Temporary Use permit within the Rifle Business Park PUD during the winter months. As RBP PUD and Light Industrial (LI) zone district do not have a provision for the operation of a food truck, Staff sponsored the following proposed amendments. These proposed revisions are Staff's recommended amendments to the Rifle Municipal Code for consideration by the Planning Commission as Text Amendments within the Light Industrial zone district and the Rifle Business Park PUD.

Staff is not proposing additional permits to be issued, merely permitting additional location opportunities within the City.

Over the last year staff has had the opportunity to evaluate how these temporary Uses are functioning within the City. When too many operations are allowed on a single property, the function of the principal property has been shown to be impacted greater than anticipated. There have been inquiries over the last year regarding allowing food truck in the industrial zone districts. It is the opinion of staff that permitting food trucks in Light Industrial zone districts is a reasonable request. Staff has built in a provision to allow additional food trucks above that which staff feels is appropriate for a property through the Conditional Use Permit process.

Current R.M.C. Requirements (proposed amendments in RED)

Sec. 16-3-90. Temporary uses.

(g) Prepared food temporary uses.

- (1) A limited number of prepared food temporary uses shall be permitted in the Community Service (CS), Tourist Commercial (TC), **Light Industrial (LI)** and Central Business District (CBD) zone districts. For purposes of prepared food temporary use permits, the City is divided into the following two (2) geographic districts, with the applicable permit criteria:
 - a. General Commercial **and Light Industrial Districts**. Eight (8) prepared food vendors shall be permitted in areas of the City zoned Tourist Commercial (TC) and Community Service (CS). Two (2) additional temporary use permits may be issued in accordance with this Chapter, provided that the use does not operate for longer than twelve (12) days in a calendar year.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



- b. Central Business District. Three (3) prepared food vendors shall be permitted in the Central Business District at any one (1) time on private property or on public plazas.
- (2) The following restrictions apply to prepared food temporary use permits in each district:
- a. General Commercial and Light Industrial Districts. Applicants that meet all of the temporary use permit criteria shall receive permits on a first-come, first-served basis until the limit on the number of permits is reached. Each permit shall be valid for one (1) year. If an applicant holding a valid temporary use permit wishes to renew the permit, the applicant may submit a new application before the one-year time limit expires and receive first review and approval priority regardless of other submitted applications for that district. If the applicant allows the permit to expire before submitting a new application, that permit shall be open to new applicants on a first-come, first-served basis.
 - b. Central Business District.
 - 1. Prepared food temporary use applications are due to the Planning Department by March 1 of each year. By April 1, a maximum of three (3) Central Business District permits will be issued to vendors that meet all application criteria for the following year (April 1 through March 31). If more than three (3) valid applications are submitted by March 1, the Planning Director or his or her designee will choose three (3) vendors that receive the highest scores based on application criteria established by the Planning Director by January 1 of each year and set forth in the Mobile Vending Application. If fewer than three (3) vendors apply before March 1, qualified vendors shall be accepted throughout the year until the maximum number permitted is reached. Each permit shall be valid from April 1 to March 31 of a given year, regardless of when issued.
 - 2. Prepared food vendors shall not be permitted on streets, parking spaces, or sidewalks.
 - 3. The maximum cart size for prepared food vending carts in the Central Business District shall be eight (8) feet long by six (6) feet wide by eight (8) feet tall. Vehicle-based vendors shall not be permitted. Vending carts and equipment must be removed when not in operation.
 - 4. Temporary use permits for the Library/City Hall Civic Plaza shall be issued via the Rifle Parks Vending Permit application process, but shall still count towards the three (3) vendors permitted in the Central Business District.
- (h) Temporary use standards. The following standards shall apply to temporary uses in all permitted districts:

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- (1) Temporary uses shall operate in the approved location through the length of the permit.
- (2) The use meets all setbacks, buffers from incompatible adjacent uses and other requirements of its specific zoning district.
- (3) The applicant has all licenses required by this Code and state law, including a sales tax license.
- (4) For food sales, the applicant has evidence of Colorado Department of Public Health and Environment approval.
- (5) The use occurs on a paved surface with marked parking spaces.
- (6) The hours of operation of the temporary use shall be reviewed and approved based upon the nature of the use and the location. During hours in which the operation is to be closed, the site will be vacated except for any structures approved as part of the application.
- (7) Adequate off-street parking is provided to serve the use, and the use shall not displace the required off-street parking spaces or loading areas of the principal permitted uses on the site or interfere with the flow of vehicle or pedestrian traffic. **A maximum of two (2) temporary use permits may be approved by staff for any one (1) property. If a property owner feels that their property can support additional temporary uses above that which staff will approve, additional temporary use permits for any single property may be reviewed by the Planning and Zoning Commission through a Conditional Use Permit.**
- (8) The use is compatible in intensity, characteristics and appearance with existing land uses in the immediate vicinity of the proposed location. Factors such as location, access, traffic generation, noise, light, dust control and hours of operation will be considered.
- (9) The proposed use and structure have a neat and clean appearance and properly disposes of any trash within fifty (50) feet of the use with evidence of the location of legal trash disposal.
- (10) Proposed lighting shall not glare onto adjoining properties or onto public streets.
- (11) No merchandise shall be displayed within thirty (30) feet of an intersection of the curb line of any two (2) streets; within the required setback area of the parcel on which the use is to be located; within ten (10) feet of any curb cut; or within one hundred fifty (150) feet of any structure primarily used as a residence.
- (12) Signs shall be limited to twenty-four (24) square feet of signage affixed to the temporary use structure. No flags, banners or other signage shall be permitted. Temporary uses in the downtown may have an A-frame sign that conforms with the requirements of the sign code.
- (13) Noisemakers of any kind, including amplifiers, shall be prohibited.



Additionally Staff is proposing an amendment to the permitted list of uses allowed in the Rifle Business Park PUD, as follows

RIFLE BUSINESS PARK PLANNED UNIT DEVELOPMENT GUIDELINES

1. SCHEDULE OF USES ALLOWED

- ✓ Assembly (fabrication, manufacturing, and assembly of components – all activities must be contained within an enclosed building or behind a solid opaque fence or appropriately designed wall; provided, however, such fence or wall shall be not less than six feet (6') in height)
- ✓ Bakery
- ✓ Biomedical and biotechnology laboratories, processing and manufacture.
- ✓ Bottling / breweries, retail sales associated with brewery production and operation, restaurants and lounges with liquor license, after appropriate City liquor hearings.
- ✓ Business services (copying, printing, delivery, packaging, mailing, secretarial, clerical, etc.)
- ✓ Cabinet making
- ✓ Carpentry, plumbing and electrical shops
- ✓ Ceramics (design, fabrication and production)
- ✓ Cold storage
- ✓ Commercial laundry or dry cleaning plan
- ✓ Crop production, orchards, flower production (retail sales a secondary use e.g. nursery)
- ✓ Day Care (Conditional Use)
- ✓ Educational facility (business, industrial and technical only – conditional use if over thirty students)
- ✓ Electronic technology including research and development, assembly, testing, etc. (EMF emissions regulated by FAA and aviation easement due to the proximity of the Garfield County Airport).
- ✓ Equipment leasing of all types (outside storage of equipment is regulated in Section 10)
- ✓ Fire station
- ✓ Food service / caterers (not restaurant)
- ✓ Furniture repair / refinishing and upholstery
- ✓ General retail sales
- ✓ Instrumentation

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202 Railroad Avenue, Rifle, CO 81650

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- ✓ Manufacturing and processing, assembly, fabrication, service, repair, packaging or preparation of articles or merchandise – all activities must be contained within an enclosed building or behind a solid opaque fence or appropriately designed wall; provided, however, such fence or wall shall be not less than six feet (6') in height
- ✓ Motor freight shipping center
- ✓ Offices for the conduct of a business or profession
- ✓ Printing
- ✓ Prepared Food Mobile Vendor
- ✓ Professional Offices
- ✓ Recreational facility
- ✓ Research facilities, testing laboratories
- ✓ Residential housing units associated and attached to a Permitted Use, subject to the following:
 - Only on second or higher floor of the building containing the Permitted Use;
 - No more than 50% of the total square footage of the building or 4 units, whichever is less;
 - Each unit may not exceed 800 square feet; and
 - No more than 2 persons per unit;
- ✓ Service and repair of appliances, computers, electronic equipment, etc.
- ✓ Showrooms (secondary to manufacture or service only)
- ✓ Software development
- ✓ Studio for creation or manufacture of arts and crafts
- ✓ Telecommunications facilities (EMF emission regulated by FAA and avigation easement due to proximity of Garfield County Airport).
- ✓ Warehouses limited in size to 15,000 sq. ft. (permitted only if accompanied by on-premises employees in conjunction with handling, packaging, or transfer of goods – no self-storage)
- ✓ Wholesale establishments

The owner of Two Forks catering has petitioned the property owners of the Rifle Business Park and has secured more than 51% of the signatures required for the City to consider an amendment to the PUD (per Section 23. AMENDMENT, of the RBP PUD). The full PUD is attached to this memorandum.

DEPARTMENT OF PLANNING & DEVELOPMENT

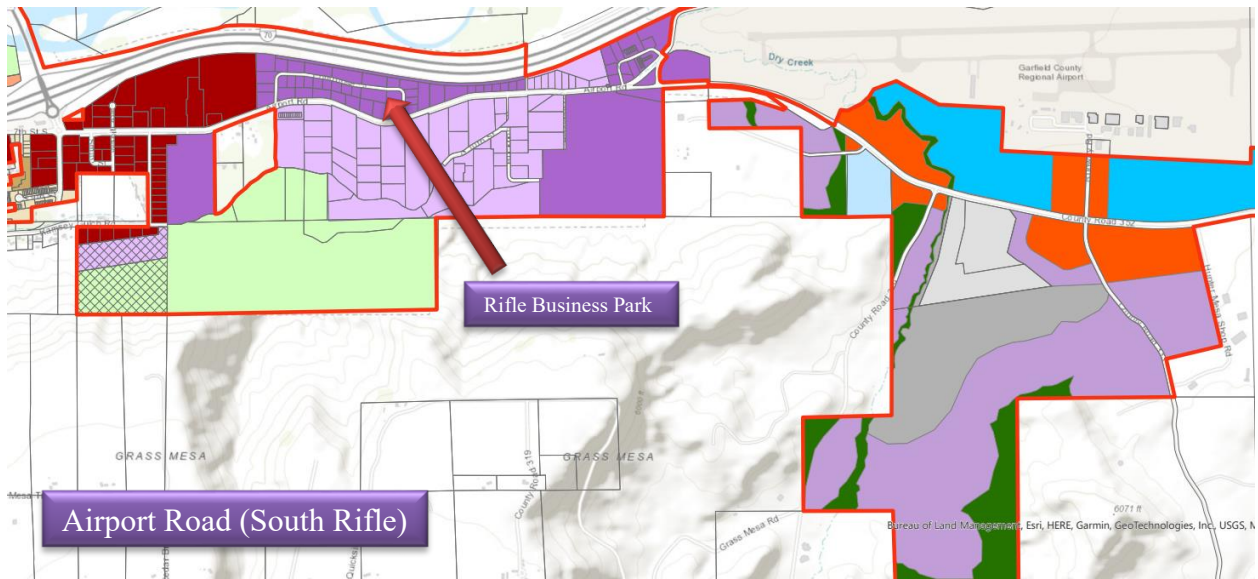
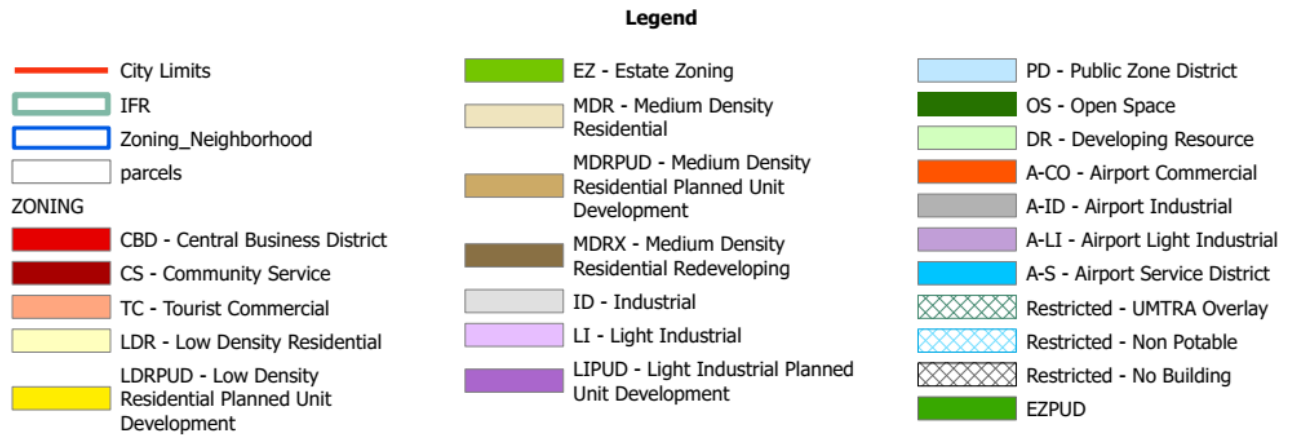
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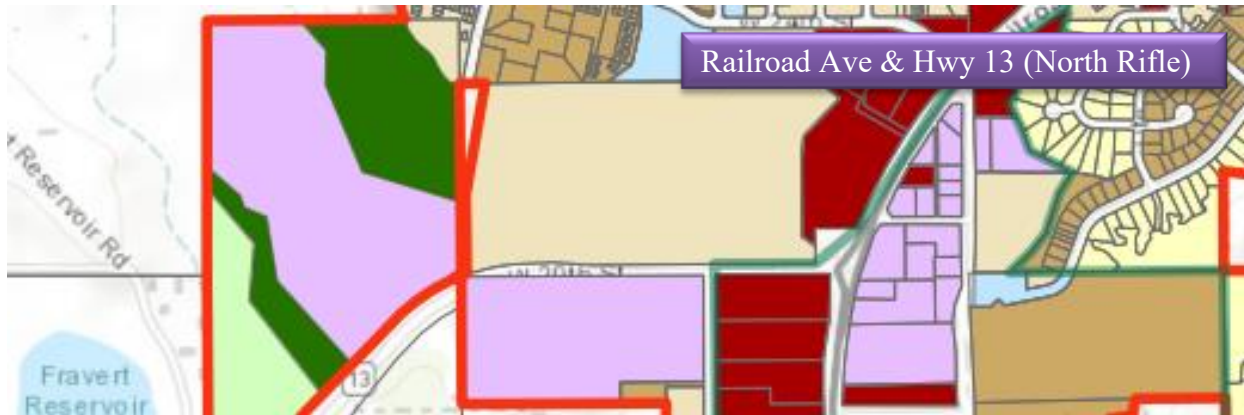
Phone: 970-665-6490



The proposed amendments will allow food trucks to be located in the Light Industrial (LI) and Rifle Business Park PUD as additional zone districts within the City of Rifle.

The following sections of the Zoning Map show the Light Industrial (LI) and Rifle Business Park PUD zone districts in the city. (Full Map Attached)





Findings

Pursuant to RMC Section 16-5-280, the Planning and Zoning Commission shall consider the following criteria when determining whether or not to recommend approval of the amendment to City Council:

1. Conformance of the proposal with the City of Rifle Municipal Code;

The proposal is in conformance with the Rifle Municipal Code.

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

The proposal will be compatible with the character of Rifle. Staff feels that this amendment to the Code allow for greater opportunities for food trucks to be located within the City of Rifle.

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

The zoning code is enforced Citywide by appropriate zone district.

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

No major adverse environmental effects are anticipated from the proposal.

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

No Comprehensive Plan issues were noted as part of the review.

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

No negative impacts to property values are anticipated.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.

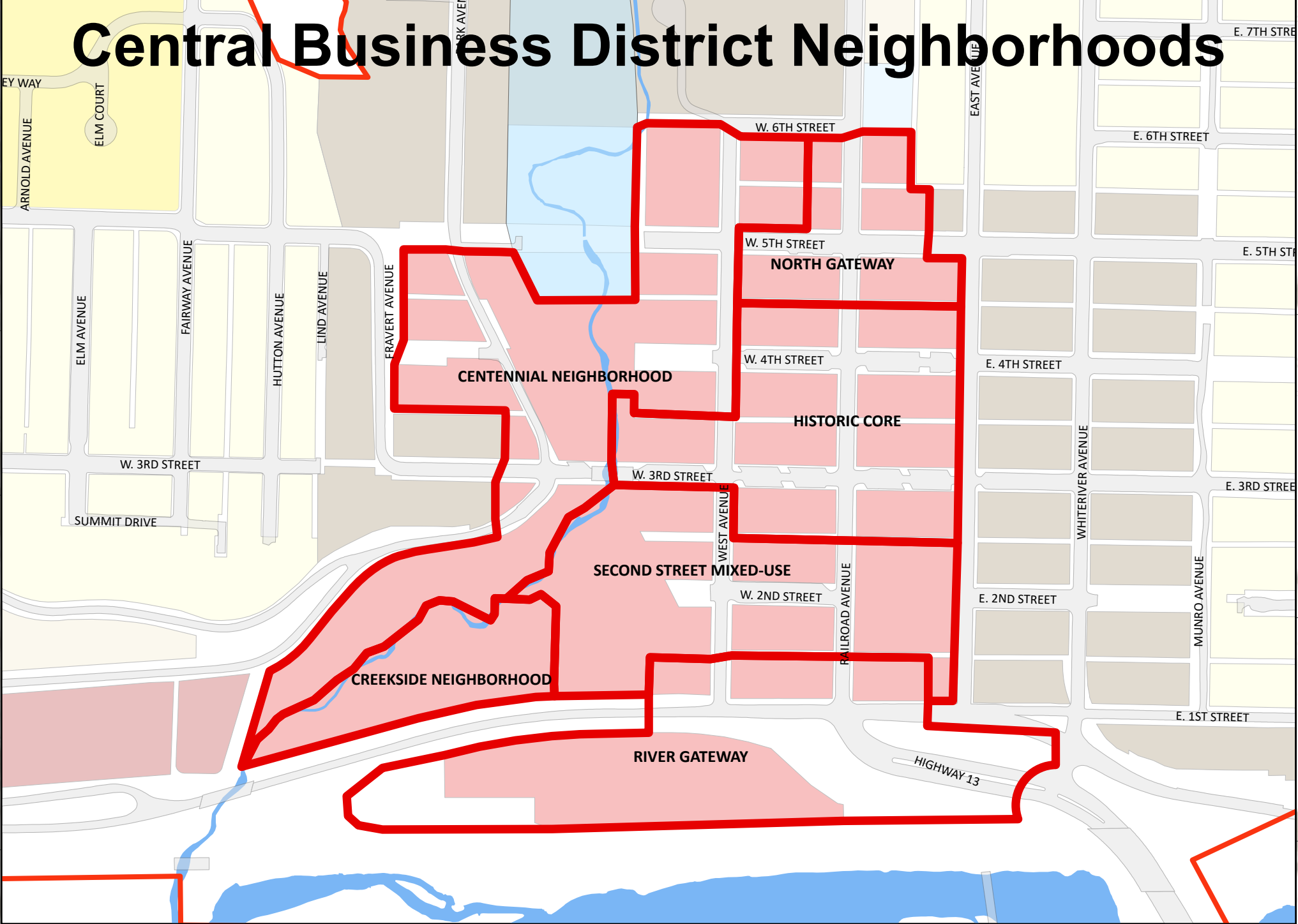
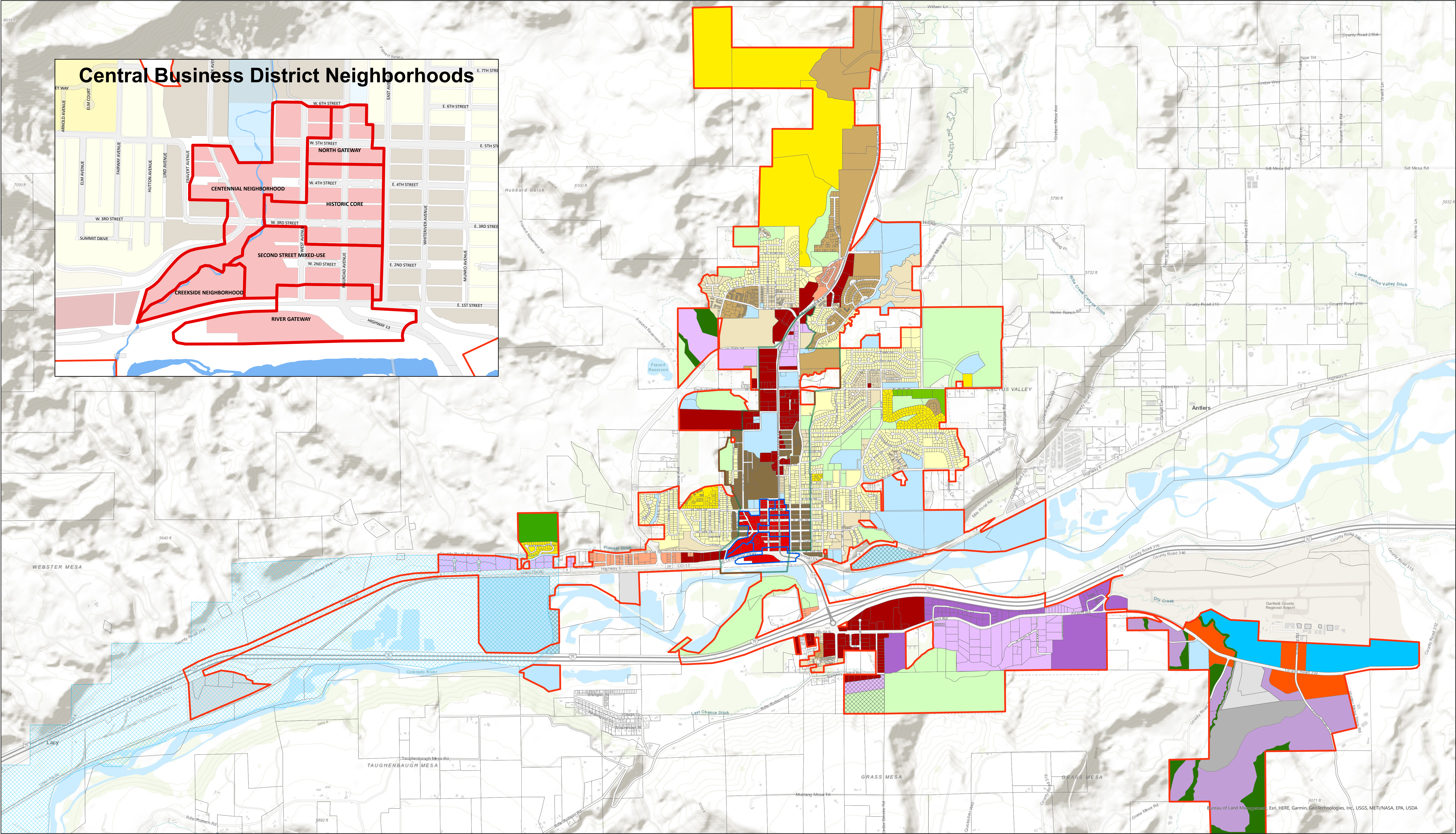
Not applicable.

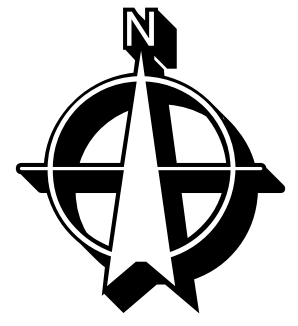
Planning and Zoning Commission

The Planning and Zoning Commission heard these applications at their January 30, 2024, meeting. Carly Webb spoke in favor of the proposed amendment to the Rifle Business Park Planned Unit Development. Staff has since received an inquiry from the mailed notices, once the property owner was informed of the details, he had no concerns with the request.

Recommendation

The Planning and Zoning Commission recommends that the Rifle City Council approve of the proposed text amendments 2024-006 and 2024-008 as presented.





City Limits	Legend	
IFR	EZ - Estate Zoning	PD - Public Zone District
Zoning_Neighborhood	MDR - Medium Density Residential	OS - Open Space
parcels	MDRPU - Medium Density Residential Planned Unit Development	DR - Developing Resource
ZONING	MDRX - Medium Density Residential Redeveloping	A-CO - Airport Commercial
CBD - Central Business District	ID - Industrial	A-ID - Airport Industrial
CS - Community Service	LI - Light Industrial	A-LI - Airport Light Industrial
TC - Tourist Commercial	LIPUD - Light Industrial Planned Unit Development	A-S - Airport Service District
LDR - Low Density Residential		Restricted - UMTRA Overlay
LDRPUD - Low Density Residential Planned Unit Development		Restricted - Non Potable
		Restricted - No Building
		EZPUD

ZONE DISTRICT MAP

OF THE

CITY OF RIFLE

City of Rifle 202 Railroad Avenue Rifle, CO 81650

Projection: UTM Zone 13 N, NAD 83



Zone District Map

Spring 2004 Revised: 10/1/2022

G://ArcPro/Zoning/

Prepared for: The City of Rifle's Planning Department

by: GIS Division ESG

www.riflco.org

Page 106 of 193

This map, created by the GIS Division for the City of Rifle's Planning Department, utilizes a number of component GIS software and data sources. It is a graphical representation intended to aid in thematic analysis within various City Departments. This map does not guarantee dimensional accuracy and is not to be substituted for legal surveys or City records. Always refer to professionals and/or official cited documents for concerns of a legal interest. This map is continually being updated and/or edited, and is presented to reflect the most current information available. This map is not to be edited or changed without the expressed consent of City of Rifle authorities. The City of Rifle assumes no responsibility for the use of this map outside the outlined intended application.

RIFLE BUSINESS PARK PLANNED UNIT DEVELOPMENT GUIDELINES

INTENT AND PURPOSE The intent of this development is to create a business park to accommodate a variety of office and light industrial uses in an attractively planned environment. The Planned Unit Development provides for landscaping and screening requirements, building design requirements, a distribution of uses and a master landscape and storm drainage system. A major open space area is located at the northwest corner of the park which will be a major feature of an overall open space and pedestrian system when the property to the west is developed.

The purpose of this Planned Unit Development Guide to the Rifle Business Park is to outline the City of Rifle's zoning and land use restrictions that are applicable to lots within the Rifle Business Park.

1. SCHEDULE OF USES ALLOWED

- ✓ Assembly (fabrication, manufacturing, and assembly of components – all activities must be contained within an enclosed building or behind a solid opaque fence or appropriately designed wall; provided, however, such fence or wall shall be not less than six feet (6') in height)
- ✓ Bakery
- ✓ Biomedical and biotechnology laboratories, processing and manufacture.
- ✓ Bottling / breweries, retail sales associated with brewery production and operation, restaurants and lounges with liquor license, after appropriate City liquor hearings.
- ✓ Business services (copying, printing, delivery, packaging, mailing, secretarial, clerical, etc.)
- ✓ Cabinet making
- ✓ Carpentry, plumbing and electrical shops
- ✓ Ceramics (design, fabrication and production)
- ✓ Cold storage
- ✓ Commercial laundry or dry cleaning plan

- ✓ Crop production, orchards, flower production (retail sales a secondary use e.g. nursery)
- ✓ Day Care (Conditional Use)
- ✓ Educational facility (business, industrial and technical only – conditional use if over thirty students)
- ✓ Electronic technology including research and development, assembly, testing, etc. (EMF emissions regulated by FAA and aviation easement due to the proximity of the Garfield County Airport).
- ✓ Equipment leasing of all types (outside storage of equipment is regulated in Section 10)
- ✓ Fire station
- ✓ Food service / caterers (not restaurant)
- ✓ Furniture repair / refinishing and upholstery
- ✓ General retail sales
- ✓ Instrumentation
- ✓ Manufacturing and processing, assembly, fabrication, service, repair, packaging or preparation of articles or merchandise – all activities must be contained within an enclosed building or behind a solid opaque fence or appropriately designed wall; provided, however, such fence or wall shall be not less than six feet (6') in height
- ✓ Motor freight shipping center
- ✓ Offices for the conduct of a business or profession
- ✓ Printing
- ✓ Professional Offices
- ✓ Recreational facility
- ✓ Research facilities, testing laboratories

- ✓ Residential housing units associated and attached to a Permitted Use, subject to the following:
 - Only on second or higher floor of the building containing the Permitted Use;
 - No more than 50% of the total square footage of the building or 4 units, whichever is less;
 - Each unit may not exceed 800 square feet; and
 - No more than 2 persons per unit;
- ✓ Service and repair of appliances, computers, electronic equipment, etc.
- ✓ Showrooms (secondary to manufacture or service only)
- ✓ Software development
- ✓ Studio for creation or manufacture of arts and crafts
- ✓ Telecommunications facilities (EMF emission regulated by FAA and aviation easement due to proximity of Garfield County Airport).
- ✓ Warehouses limited in size to 15,000 sq. ft. (permitted only if accompanied by on-premises employees in conjunction with handling, packaging, or transfer of goods – no self storage)
- ✓ Wholesale establishments

The City Planning Commission may allow a similar use not included in the above listed uses as a conditional use, or a building height increase pursuant to Section 4, upon conformance with the following:

- A. The proposed use is in compliance with the review criteria in section 17.05.360 of the Rifle Municipal Code.
- B. The proposed use is consistent and compatible with existing uses and the general character of the Business Park, and similar in general nature to the uses listed herein.
- C. The proposed use does not create unduly burdensome and substantially offensive noise, vibration, dust, heat, smoke, traffic, visual, or other significantly objectionable influences as determined by the City Planning Commission; however, the City Planning Commission may approve a conditional use permit where potential noise, vibration, dust, heat, smoke, traffic, and visual impacts or

other negative influences are appropriately mitigated as determined in the sole discretion of the Planning Commission.

2. FLOOR AREA RATIO 2:1

3. LOT COVERAGE Not more than 80% of the lot may be covered by buildings, driveways and parking lots.

4. BUILDING HEIGHT Not more than 40 feet, up to 48 feet as a conditional use.

5. BUILDING SETBACKS

Front yard – minimum of twenty feet from property line

Side yard – minimum of ten feet from property line

Rear yard – minimum of fifteen feet from property line except that lots along Interstate 70 landscaped strip (lots 4,5,6,7,8,9,10,33,35,36,37,38,39,40,41 and 42) have no rear yard setback requirement

Buildings must be contained within the envelopes as shown on the plat except with permission of the City Manager or her/his designee, and only in conformance with the above setback requirements.

6. REVIEW Except for conditional uses requiring approval by the City of Rifle Planning Commission, the City Manager or her/his designee shall review all proposed construction for conformance to this PUD Guide, and the issuance of a building permit and certificate of occupancy is conditional on compliance with these provisions.

7. LANDSCAPING 20% of each lot must be landscaped. All trees must be a minimum of 6 feet high or 2.5 inch caliper. All bushes must be 5 gallon minimum. For those lots bordering the Interstate 70 Right of Way, this requirement is in addition to the required common area landscape treatment (covered later). Trees shall be planted at the rate of one tree per 300 square feet of green landscaped area. Evergreens shall compose no less than 25% of the trees and shrubs included in the landscaping.

There shall be a minimum 15 foot green landscaped border along Enterprise Court and 20 foot green landscape border along County Road 346.

Ten percent of any parking area shall be devoted to landscaping which reduces the visual impact of the parking area and assists in defining the parking area and traffic movement. Landscape edge with pavement shall be curbed. Such

landscaping shall be in addition to the landscape buffer along the roadway and credited towards the 20% overall landscape requirements.

All required green landscape area must be served by an underground sprinkler system that provides full coverage for landscaped areas. If the landscaping is designed by a landscape professional, up to 50% of the total landscape requirement may be provided in “dry” or xeriscape landscape materials , otherwise, no more than 25% may be xeriscape.

A landscaping plan in conformance with these requirements must be submitted for each lot, and approved by the City Manager or his/her designee prior to the issuance of a building permit. This plan shall effectively buffer the proposed use from the adjacent roadway and integrate green space with the internal use of the property. The plan shall encompass the entire parcel and specify number, size, species, and location of plan materials. Landscaping must be installed in accordance with the approved plan prior to the issuance of a certificate of occupancy. An extension for weather of up to six months to install the landscaping may be approved by the City, although such extension is conditional on the City receiving an acceptable performance guarantee in the form of a letter of credit or other acceptable guarantee. An extension for weather will permit the issuance of a temporary certificate of occupancy.

The landscaping approved by the City shall be maintained throughout the life of the structure.

Tract A and C will be in common ownership and will be devoted to landscaping, drainage improvements, storm water retention, raw water irrigation ditch, and public pedestrian access. Tract D and E will be in common ownership and devoted to landscaping and common signs.

These improvements will be installed and paid for by the City under the phasing schedule outlined in Section 31 of this guide. The maintenance responsibility shall be assumed by the Property Owners Association when specified in Section 30. Maintenance shall consist of the mowing, irrigation, soil condition, erosion control, replanting, tree and plant repair, and replacement required to maintain the landscaped environment in good and healthy condition equal or better than that contemplated in the Landscape Plan and in accordance with the City of Rifle Landscape Standards. Article V, 7., of the Declaration of Covenants of the Rifle Business Park provides for enforcement of this maintenance requirement.

8. PARKING Off-street parking adequate to accommodate the parking needs of the occupant employees and visitors shall be provided on all lots. Parking area shall be paved with asphalt or concrete to provide dust-free all-weather surface. An extension for weather of up to six months to install the parking pavement may be approved by the City, although such extension is conditional on the City receiving an acceptable performance guarantee in the

form of a letter of credit or other acceptable guarantee. An extension for weather will permit the issuance of a temporary certificate of occupancy.

Light Industry:	2.5 spaces per 1,000 square feet of building
Warehouse:	1 space per 1,000 square feet of building
Service Commercial:	1 space per 300 square feet of building
Offices:	1 space per 300 square feet of building

20% of the spaces can be for compact cars.

Owners of adjacent property are encouraged to enter into arrangements to share parking and the connection of parking lots across lot lines is permitted. Where the connection of adjacent parking lots is proposed, a portion of the landscaping shall be used as a screening buffer between parking areas.

Review from the City of Rifle is required at each change in occupancy to ensure that the appropriate amount of parking has been provided.

9. LOADING REQUIREMENTS Buildings or structures which receive and distribute materials and merchandise by truck shall provide and maintain off-street loading berths in sufficient number and size to adequately handle the needs of the particular use.

10. OUTSIDE STORAGE Outside storage is limited to 50% of the total lot. Any such outside storage must be behind a solid opaque fence or appropriately designed wall; provided, however, such fence or wall shall be not less than six feet (6') in height.

11. ACCESS All driveways shall be designed with intersections approximately 90° (at right angle) to the street. Where a shared access for a lot is shown on the plat, that shall be the location for the access, and a shared access easement has been recorded for that purpose. For all other lots, the location of the access for each lot shall be as approved by the City Engineer and with the following additional restrictions applying to some lots:

- Lot 1 From Enterprise Court, not less than 100 feet from the south property line
- Lot 13 From Enterprise Court, not less than 90 feet from the south property line
- Lot 25 From Enterprise Court, not less than 120 feet from the south property line
- Lot 32 From Enterprise Court, not less than 120 feet from the south property line

Secondary accesses may be permitted by the City Engineer on some lots, although they will generally not be permitted along Airport Road. Where possible, such secondary access points should be shared with adjacent property.

12. DRAINAGE A Master storm water drainage plan has been prepared for this business park. All storm water drainage from individual lots shall comply with this plan.

All drainage easements shall be seeded or sodded with grass or other ground cover approved by the City in the building permit review process. Such drainage easements shall be maintained by the property owner in a manner that promotes proper drainage.

13. ENTRANCES major building pedestrian entrances must be architecturally treated and clearly visible from the street.

14. EXTERIOR WALL FAÇADE Building exterior materials shall consist of at least two of the following with the secondary material covering at least 20% of the exterior of each wall:

- ✓ Masonry – concrete unit masonry, stone, or brick
- ✓ Concrete – pre-cast, tilt-up, or cast-in-place
- ✓ Stucco – synthetic or cement
- ✓ Metal – non-reflective steel or aluminum
- ✓ Plastic – non-reflective manufactured siding
- ✓ Wood – wood or wood products as trims only
- ✓ Glass – except non-visual curtain wall

Colors shall be light to medium hues of earthtones. Accents can be bright or dark. The overall color scheme should complement the mountain setting and not dramatically contrast in an industrial or urban manner.

Variations in wall plane require that wall in excess of 80 lineal feet shall be broken in plan as well as material. Recesses or projections shall be a minimum of 12 inches. Roof overhangs and shading of glass is encouraged.

Prior to final design and application for a building permit, the developer shall submit to the City an architectural concept plan. This plan shall include a rough site plan and be accompanied with sketches, list of exterior building materials, and proposed exterior colors. This concept plan shall be reviewed by the City Manager or designee for conformance to the intent of this Section 14 as well as the following Section 15.

15. ROOF TREATMENT Visually-blending, low profile roofs are encouraged. All visible roofing materials shall be earthtone colors and non-reflective. Roofs in excess of 80 linear shall have a break in the plane to complement the break in the exterior wall façade. Permitted roof materials include:

- A. Flat membrane; rubber, PVC, or hypolon
- B. Metal; non-reflective
- C. Composition shingle; fiberglass or asphalt

D. Built-up tar and gravel

All roof-mounted mechanical equipment shall be screened from view by parapet walls or screening. Screening shall reflect or complement the architecture of the building.

16. SIGNAGE All free standing signs shall be “monument signs” integrated with landscape plan. Roof signs shall be permitted so long as they comply with the provisions of the Rifle Sign Code and do not project more than five feet (5') above the height of the roof; provided, however, that the maximum height of the sign and/or building (except as provided in Paragraph 4) shall not exceed forty feet (40'). The height of the roof shall be determined pursuant to §17.03.195(E) of the City Code. Signage is encouraged to be integrated with the architectural façade of the building. In addition, all signs must comply with City of Rifle Signage Regulations.

All wall signs must comply with the following additional requirements:

- A. All sign letters shall be internally illuminated.
- B. The sign shall not project above the wall.
- C. All conductors, transformers and other equipment shall be concealed. No exposed lamps, tubing, crossovers or conduits shall be permitted.
- D. No audible, flashing or animated signs shall be permitted.
- E. No projections above or below the sign limits shall be permitted.
- F. No signs perpendicular to the face of the building shall be permitted.

No balloons, banners, portable signs, temporary signs, mortar board, truck signs shall be permitted except for grand openings lasting no more than one week. “For sale” and “For lease” signs shall be permitted providing they conform to City of Rifle regulations.

17. REFUSE COLLECTION AREA Trash receptacles shall be enclosed by a wall and designed as much as possible so the refuse containers are not visible from the street frontage or Interstate 70. These enclosures shall be designed of durable materials with finishes and colors which are unified with the overall architectural theme. Concrete floors shall be provided.

18. LIGHTING Lighting design is encouraged to contribute to safe and efficient use of development site, to complement site security and reinforce the architecture and site design character, to prevent casting glare onto adjacent streets, and to prevent casting glare onto adjacent lots.

All driveway entrances along roadway shall be lighted by property owner as part of building construction.

Concealed source lighting is required. Use directional heads, shields and fixture cut-offs to prevent glare and impacts on adjacent property and to aircraft using the Garfield County Airport. All outdoor lighting shall be directed below the horizontal a minimum of fifteen degrees.

20. UTILITY CONNECTION Underground electric and telephone connections must be provided from the street to the building.

21. COMBINING LOTS Any two or more adjacent lots may be combined with City Staff approval pursuant to the City Code.

22. INDUSTRIAL AND COMMERCIAL PERFORMANCE STANDARDS All industrial and commercial businesses in the Rifle Business Park shall comply with the following standards:

A. Vibration Generated:

Every use shall be so operated that the ground vibration inherently and recurrently is no perceptible, without instruments, at any point of any boundary line of the property on which the use is located.

B. Smoke Emission:

Every use shall be so operated that it does not emit smoke exceeding a density of No. 1 on the Ringleman Chart.

C. Emission of Particulate Matter:

Every use shall be so operated that it does not emit particulate matter exceeding 0.2 grains per cubic foot of the flue gas at a stack temperature of 500 degree F.

D. Emission of Heat, Glare, Radiation and Fumes:

Every use shall be so operated that it does not emit an obnoxious or dangerous degree of heat, glare, radiation, or fumes beyond any boundary line of the property on which the use is located.

E. Storage Area

1. No highly flammable or explosive liquids, solids, or gases shall be stored in bulk above ground. Tanks or drums of fuel directly connecting with heat devices or appliances located on the same property as the tanks or drums of fuel are excluded from this provision.

2. No materials or wastes shall be deposited upon a property in such form or manner that they may be transferred off the property by natural causes or forces.
3. All materials or wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored outdoors only in closed containers.

F. Water Pollution

No water pollutant shall be emitted by manufacturing or other processing. In a case in which potential hazards exist, it shall be necessary to install safeguards acceptable to the County Health Officer and in compliance with the laws of the Environmental Protection Agency before operation of the facility may begin.

- G. All fabrication, service and repair operations shall be conducted within an enclosed building or behind a solid opaque fence or appropriately designed wall; provided, however, such fence or wall shall be not less than six feet (6') in height.
- H. Weeds and native vegetation on vacant property shall be maintained to a height not more than eight inches.
- I. Disturbed soil not covered by landscaping, building, or parking shall be re-vegetated within 60 days or as soon thereafter as weather permits.
- J. All City of Rifle ordinances, State of Colorado and Federal regulations, statutes and laws with enforcement by the appropriate authority.

23. AMENDMENT Substantial modification, removal or release to the provisions of this Planned Unit Development shall be permitted only upon a finding by the City of Rifle following a public hearing that the modification removal or release is consistent with the efficient development and preservation of the entire Planned Unit Development. Such modification must also have the written consent of owners of 51% of the Rifle Business Park based on the percentages outlined in Section 29.

Minor modification in the location, setting, landscaping or character of the buildings may be authorized by the Rifle City Manager if required by circumstances not foreseen at the time of approval of the Planned Unit Development.

Such minor changes include, but are not limited to:

1. Landscape plans
2. Parking plans
3. Driveway entrance locations.

24. NUISANCES No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any adjacent lot or property or to its occupants. A “nuisance” shall include, but not be limited to, any of the following conditions:

Any use of the lot, excluding reasonable construction activity, which emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes or other matter into any water reclamation area or other waterway, and which, in the opinion of the City, may adversely affect the health, safety, comfort, or intended use of their property by persons within the area.

The escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substance into the atmosphere whose discharge, in the opinion of the City, may be detrimental to the health, safety, or welfare of any person or may interfere with the comfort of persons within the area or which may be harmful to property or vegetation.

The radiation or discharge of intense glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation. Any operation producing intense glare or heat or such other radiation shall be performed only within an enclosed or screened area and then only in such manner that the glare, heat, or radiation emitted will not be discernible from any point exterior to the site or lot upon which the operation is conducted.

Any vibration, noise, sound, or disturbance which, in the opinion of the City, is objectionable due to intermittence, beat, frequency, strength, shrillness, or volume.

25. RAW WATER The City owns water rights in the Loesch and Crann Ditch Company that are held in perpetuity for the benefit of this development as a whole. The first priority for the use of this water shall be to irrigate Tract A and C, and landscaping in rights-of-way, if any. The diversion of such water shall be in accordance with requirements and conditions established by the City, and the cost of diversion, measurement, pumping, piping, and distribution of water in the lateral ditch fees and assessments shall be born by the Property Owners Association.

Excess raw water is expected and shall be made available for irrigation of landscaped areas on individual lots. This water is available without cost to individual owners subject to availability. The diversion of such water shall be in

accordance with requirements and conditions established by the City, and the cost of diversion, measurement, pumping, piping, and distribution, as well as a pro-rata share of any ditch fees and assessments shall be born by the individual property owner. In no event shall any pressurized or pumped raw water distribution system be connected to any domestic water pipe or fixture, nor shall any of this water be used for non-irrigation purposes or removed from the property.

Any water remaining shall be available to the City of Rifle.

26. FLOOD PLAIN Lots 1-9 and 14-32 are in a one-hundred year flood plain and as such require that the elevation of the first floor be not less than one foot above the surrounding ground elevation as determined by the City Engineer.

27. BUILDING STANDARDS AND BUILDING PERMIT APPLICATION PROCEDURE The City of Rifle Building Codes and Public Works Manual shall apply. In addition, all foundation plans shall be approved by an engineer licensed in the State of Colorado. A water pressure reducing valve of a type approved by the City shall be required as part of the water service.

The first step in the approval process is the submission of an architectural concept plan as required in Section 14. Upon approval of the concept by the City, the building permit approval process will require submission of the following documents:

- A. A detailed statement of the proposed use or uses of the property.
- B. All plans and specifications required by the City's uniform building codes, and to allow for architectural review pursuant to Sections 14, 15, 17, 18 and 19.
- C. Detailed and accurate site plan including:
 - Building location
 - Parking
 - Loading
 - Outside storage (if applicable)
 - Drainage on the site, and showing how and where storm water will exit the site
 - Location of landscaping
- D. Detailed landscaping design plan
- E. Detailed sign design plan
- F. Raw water irrigation plan, if applicable
- G. A request, if applicable, for a modified building envelope
- H. A request, if applicable, for a modified primary access, or for a secondary access
- I. Evidence of payment, or payment, of any reimbursable private access roadway development costs required to be paid pursuant to the

“Declaration of Private Access/Roadway Easement and Maintenance Obligations”.

The City Engineer may authorize a sequential submittal, review and permitting process.

28. AVIGATION EASEMENT This property is in close proximity to the Garfield County Airport, and the City has recorded an avigation easement on the property.

29. AIRPORT ROAD SPECIAL IMPROVEMENT DISTRICT The Rifle Business Park is required by deed restriction and protective covenant to participate in the improvements to Airport Road. The total cost born by the Rifle Business Park shall not exceed one-half (1/2) the cost of construction of a thirty-six foot wide street meeting City of Rifle Standards, plus the costs of creating the district, and applicable interest charges. The Special Improvement District will provide for the obligation to be paid over ten years. Formation of the special improvement district shall be initiated no later than after building permits have been issued on 17 lots. The distribution of the costs to each lot in the Business Park shall be:

Lot 1	3.5%	Lot 22	1.7%
Lot 2	2.4%	Lot 23	3.8%
Lot 3	2.5%	Lot 24	2.5%
Lot 4	2.4%	Lot 25	3.3%
Lot 5	2.7%	Lot 26	2.9%
Lot 6	3.6%	Lot 27	2.7%
Lot 7	4.2%	Lot 28	2.5%
Lot 8	3.6%	Lot 29	2.2%
Lot 9	2.0%	Lot 30	2.4%
Lot 10	2.4%	Lot 31	2.6%
Lot 11	1.9%	Lot 32	2.8%
Lot 12	1.8%	Lot 33	6.6%
Lot 13	1.9%	Lot 34	2.4%
Lot 14	1.8%	Lot 35	1.9%
Lot 15	1.8%	Lot 36	1.4%
Lot 16	1.8%	Lot 37	1.4%
Lot 17	1.8%	Lot 38	1.4%
Lot 18	1.8%	Lot 39	1.4%
Lot 19	1.7%	Lot 40	1.5%
Lot 20	1.8%	Lot 41	1.5%
Lot 21	1.8%	Lot 42	1.9%

The percentages are based on approximately 33% of the cost being distributed equally among the lots, and the remainder of the cost distributed based on lot area.

30. PROPERTY OWNERS ASSOCIATION A Property Owners Association has been formed encompassing the property. Membership in the Association is mandatory. As provided in the protective covenants, the Association will maintain the common areas. The maintenance responsibility shall begin when more than 50% of the lots are no longer in City ownership, but sooner than April 1, 2003 and shall include the maintenance of:

- the landscaped area along Interstate 70 including Parcel A
- The drainage and irrigation ditch along Interstate 70
- The two common entrance signs and landscaping

The Association will levy and collect sufficient assessments to provide for the necessary maintenance. The assessment will be based on the same percentages listed in the section on the Airport Road Special Improvement District.

In the event that the landscaping is not maintained to City of Rifle standards, the City shall, after providing thirty days written notice, provide the needed maintenance for the remainder of that calendar year, and the Property Owners Association shall reimburse the City.

The Board of Directors of the Association also has certain responsibilities in resolving disputes between adjacent lot owners as outlined in the "Declaration of Private Access/Roadway Easement and Maintenance Obligations".

31. COUNTY ROAD NAME When County Road 346 is annexed by the City, it shall be renamed by the City. At this time, the City Clerk of the City of Rifle is authorized to record an amendment to this PUD guide changing the name of County Road 346 to name authorized by the City Council.

Two Forks, LLC

Petition to Allow Food Truck Operation within Rifle Business Park

BACKGROUND

My "Two Forks" food truck is currently located in the Business Park, at 1842 Enterprise Ct. I am a sole proprietor and have been successfully operating as a licensed caterer and retail mobile food vendor in Garfield County for the last 18 months.

I would like to expand operations and open my food truck to the public beginning December 1, 2023. My initial plan is to serve lunches through the winter months. I believe having this new option available would greatly benefit the Business Park owners, employees, and customers.

PROCESS

The Rifle Business Park has an established Schedule of Allowed Uses. This list includes "Food service / caterers (not mobile)".

The City of Rifle allows for similar uses not included in the established list as a 'conditional use', and the City has established a process for this. The main conditions that need to be met include:

- Use complies with Rifle Municipal Code
- Use is consistent and compatible with existing uses and general character of RBP
- Use does not create any unduly burdensome and substantially offensive influences

Prior to approval from the City, I must first collect signatures from at least 50 percent of RBP lot owners, expressing their support.

MY PLAN

My operation will be temporary in its footprint, so no permanent development is planned.

Initially, my hours of operation will be during the week from 11 am to 2 pm. My guests will be able to park on the street and walk up to place and receive their orders. Alternatively, they will be able to call in their order for pick-up. Weather permitting, I plan to have a few tables on site but expect the majority of orders to be to-go.

I currently have electric service provided by Xcel Energy. Potable water, gray water, trash and waste is professionally managed and monitored by Garfield County Public Health.

Carly Webb, Owner
Two Forks, LLC
www.two-forks.com

I respectfully request your signature showing support of my plan and can be reached at (970) 379-4866 if you have any questions or concerns. I look forward to working with you!

Printed Name: James Combs
Signature: [Handwritten Signature]
Business Park Lot(s): Grand River Health

10/24/2023

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Carly Webb, Owner

Two Forks, LLC

www.two-forks.com

I respectfully request your signature showing support of my plan and can be reached at (970) 379-4666 if you have any questions or concerns. I look forward to working with you!

Printed Name: Richard C Grange, Manager 2136 Airport RD LLC

Signature: 

Business Park Lot(s): 2136 Airport Rd Rifle CO 81650

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www.two-forks.com

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High Rose Creek Investments LLC

Printed Name: Bryan Colorado

Signature: *Bryan Colorado*

Business Park Lot(s): 1850 Enterprise Ct.

10/24/2023

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Two Forks, LLC
www.two-forks.com

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Printed Name: Shaun Brainard

Signature: 

Business Park Lot(s): 2310 Airport Road, Rifle, CO

10/24/2023

Two Forks, LLC
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Carly Webb, Owner
Two Forks, LLC
www.two-forks.com

I respectfully request your signature showing support of my plan and can be reached at (970) 379-4666 if you have any questions or concerns. I look forward to working with you!

Printed Name: Matt Donovan

Signature: Matt Donovan

Business Park Lot(s): 1411 Enterprise Ct - True Brew

10/24/2023

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Carly Webb, Owner

Two Forks, LLC

www.two-forks.com

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Printed Name: Robert Parsonson Rifle Commercial Investment

Signature: [Handwritten Signature]

Business Park Lot(s): 1842 Enterprise CT

Two Forks, LLC
Petition to Allow Food Truck Operation within Rifle Business Park

Printed Name Steve Sapp	Business Park Lot(s) Represented 1567 Enterprise Court
Signature Steve Sapp 970 462 5966	
Printed Name Gordon Chisone	Business Park Lot(s) Represented 2188 Airport Rd
Signature G. Chisone	
Printed Name Kristen Morobius	Business Park Lot(s) Represented 1657 Enterprise Ct
Signature	
Printed Name	Business Park Lot(s) Represented
Signature	
Printed Name	Business Park Lot(s) Represented
Signature	
Printed Name	Business Park Lot(s) Represented
Signature	
Printed Name	Business Park Lot(s) Represented
Signature	
Printed Name	Business Park Lot(s) Represented
Signature	

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6491



February 12, 2024

RE: Proposed Amendment to Rifle Business Park PUD
Rifle, Colorado 81650

To whom it may concern:

City staff has been in communication with the owner of Two Fork Catering. Ms. Carly Webb has submitted a petition to City staff proposing an amendment to the R.B.P. P.U.D. allowing food trucks as a use within Rifle Business Park. Said additional use would still require a Temporary Use Permit to be issued by staff.

The petition as submitted meets the requirements of Section 23. AMENDMENT of the Rifle Business Park Planned Unit Development requiring written consent of owners of 51% of the Rifle Business Park based on the percentages outlined in Section 29

On January 30, 2024 The City of Rifle Planning and Zoning Commission recommended approval of the amendment to the Rifle Business Park PUD Guideline to allow a Prepared Food Mobile Vendor "Food Truck" as an allowed use. The amendment will be heard at the City Council hearing on March 6, 2024.

Please let me know if you have any questions. I may be reached at telephone number (970) 665-6497, or feel free to email me @ gsverdrup@rifleco.org

Sincerely,

A handwritten signature in black ink, appearing to be "Geir Sverdrup", written over a light blue horizontal line.

GEIR SVERDRUP, AICP
SENIOR PLANNER/
ZONING ENFORCEMENT OFFICIAL
CITY OF RIFLE, CO

CITY OF RIFLE, COLORADO
ORDINANCE NO. 7
SERIES OF 2024

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
ARTICLE III OF CHAPTER 16 OF THE RIFLE MUNICIPAL CODE
REGARDING THE USE AND TYPES OF TEMPORARY PREPARED FOOD
WITHIN THE CITY.

WHEREAS, Article III of Chapter 16 of the Rifle Municipal Code (the “Code”) regulates Prepared Food Temporary Uses (i.e. Prepared Food Mobile Vendor) within the City; and

WHEREAS, City staff have recommended updates to the Code to expand the areas available for food truck operations in order to operate as a Temporary User Permit within Light Industrial (LI) zones; and

WHEREAS, City staff have recommended updates to the Code to only allow a maximum of two (2) temporary use permits for any single property; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend Article III of Chapter 16 of the Code accordingly.

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

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

Section 2. Section 16-3-90 of the Rifle Municipal Code, “Temporary Uses”, is hereby amended as follows, with underlined text added:

Sec. 16-3-90. Temporary uses.

(g) Prepared food temporary uses.

(1) A limited number of prepared food temporary uses shall be permitted in the Community Service (CS), Tourist Commercial (TC), Light Industrial (LI) and Central Business District (CBD) zone districts. For purposes of prepared food temporary use permits, the City is divided into the following two (2) geographic districts, with the applicable permit criteria:

a. General Commercial and Light Industrial Districts. Eight (8) prepared food vendors shall be permitted in areas of the City zoned Tourist Commercial (TC) and Community Service (CS). Two (2) additional temporary use permits may be issued in accordance with this Chapter, provided that the use does not operate for longer than twelve (12) days in a calendar year.

b. Central Business District. Three (3) prepared food vendors shall be permitted in the Central Business District at any one (1) time on private property or on public plazas.

(2) The following restrictions apply to prepared food temporary use permits in each district:

a. General Commercial and Light Industrial Districts. Applicants that meet all of the temporary use permit criteria shall receive permits on a first-come, first-served basis until the limit on the number of permits is reached. Each permit shall be valid for one (1) year. If an applicant holding a valid temporary use permit wishes to renew the permit, the applicant may submit a new application before the one-year time limit expires and receive first review and approval priority regardless of other submitted applications for that district. If the applicant allows the permit to expire before submitting a new application, that permit shall be open to new applicants on a first-come, first-served basis.

b. Central Business District.

1. Prepared food temporary use applications are due to the Planning Department by March 1 of each year. By April 1, a maximum of three (3) Central Business District permits will be issued to vendors that meet all application criteria for the following year (April 1 through March 31). If more than three (3) valid applications are submitted by March 1, the Planning Director or his or her designee will choose three (3) vendors that receive the highest scores based on application criteria established by the Planning Director by January 1 of each year and set forth in the Mobile Vending Application. If fewer than three (3) vendors apply before March 1, qualified vendors shall be accepted throughout the year until the maximum number permitted is reached. Each permit shall be valid from April 1 to March 31 of a given year, regardless of when issued.

2. Prepared food vendors shall not be permitted on streets, parking spaces, or sidewalks.

3. The maximum cart size for prepared food vending carts in the Central Business District shall be eight (8) feet long by six (6) feet wide by eight (8) feet tall. Vehicle-based vendors shall not be permitted. Vending carts and equipment must be removed when not in operation.

4. Temporary use permits for the Library/City Hall Civic Plaza shall be issued via the Rifle Parks Vending Permit application process, but shall still count towards the three (3) vendors permitted in the Central Business District.

(h) Temporary use standards. The following standards shall apply to temporary uses in all permitted districts:

(1) Temporary uses shall operate in the approved location through the length of the permit.

(2) The use meets all setbacks, buffers from incompatible adjacent uses and other requirements of its specific zoning district.

(3) The applicant has all licenses required by this Code and state law, including a sales tax license.

(4) For food sales, the applicant has evidence of Colorado Department of Public Health and Environment approval.

(5) The use occurs on a paved surface with marked parking spaces.

(6) The hours of operation of the temporary use shall be reviewed and approved based upon the nature of the use and the location. During hours in which the operation is to be closed, the site will be vacated except for any structures approved as part of the application.

(7) Adequate off-street parking is provided to serve the use, and the use shall not displace the required off-street parking spaces or loading areas of the principal permitted uses on the site or interfere with the flow of vehicle or pedestrian traffic. A maximum of two (2) temporary use permits may be approved by staff for any one (1) property. If a property owner feels that their property can support additional temporary uses above that which staff will approve, additional temporary use permits for any single property may be reviewed by the Planning and Zoning Commission through a Conditional Use Permit.

(8) The use is compatible in intensity, characteristics and appearance with existing land uses in the immediate vicinity of the proposed location. Factors such as location, access, traffic generation, noise, light, dust control and hours of operation will be considered.

(9) The proposed use and structure have a neat and clean appearance and properly disposes of any trash within fifty (50) feet of the use with evidence of the location of legal trash disposal.

(10) Proposed lighting shall not glare onto adjoining properties or onto public streets.

(11) No merchandise shall be displayed within thirty (30) feet of an intersection of the curb line of any two (2) streets; within the required setback area of the parcel on which the use is to be located; within ten (10) feet of any curb cut; or within one hundred fifty (150) feet of any structure primarily used as a residence.

(12) Signs shall be limited to twenty-four (24) square feet of signage affixed to the temporary use structure. No flags, banners or other signage shall be permitted. Temporary uses in the downtown may have an A-frame sign that conforms with the requirements of the sign code.

(13) Noisemakers of any kind, including amplifiers, shall be prohibited.

INTRODUCED, on March 6, 2024, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on March 20, 2024, approved without amendments, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2024.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 8
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING THE
RIFLE BUSINESS PARK PLANNED UNIT DEVELOPMENT BY AMENDING
THE RIFLE BUSINESS PARK PLANNED UNIT DEVELOPMENT GUIDE.

WHEREAS, by Ordinance No. 24, Series of 1997, the City Council of the City of Rifle approved the Rifle Business Park Planned Unit Development Guide (“PUD Guide”) that outlined the City of Rifle’s zoning and land use restrictions that are applicable to lots within the Rifle Business Park; and

WHEREAS, Ordinance No. 24, Series of 1997 was recorded as Reception No. 516811 and the PUD Guide was recorded as Reception No. 516813 in the Office of the Garfield County Clerk and Recorder; and

WHEREAS, by Ordinance No. 14, Series of 2000, recorded as Reception No. 561777 in the Office of the Garfield County Clerk and Recorder, amended the PUD Guide to reflect changed circumstances; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend the PUD Guide to include “Prepared Food Mobile Vendor” as an allowed use within the permitted list of uses; and

WHEREAS, over 51% of the Rifle Business Park owners approved an amendment to the PUD Guide to allow Prepared Food Mobile Vendor as an allowed use.

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

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

Section 2. The Rifle Business Park Planned Unit Development Guide, in Paragraph 1, “SCHEDULE OF USES ALLOWED”, is hereby amended as follows, with underlined text added:

1. SCHEDULE OF USES ALLOWED

- ✓ Assembly (fabrication, manufacturing, and assembly of components – all activities must be contained within an enclosed building or behind a solid opaque fence or appropriately designed wall; provided, however, such fence or wall shall be not less than six feet (6’) in height)
- ✓ Bakery
- ✓ Biomedical and biotechnology laboratories, processing and manufacture.
- ✓ Bottling / breweries, retail sales associated with brewery production and operation, restaurants and lounges with liquor license, after appropriate City liquor hearings.
- ✓ Business services (copying, printing, delivery, packaging, mailing, secretarial, clerical,

etc.)

- ✓ Cabinet making
- ✓ Carpentry, plumbing and electrical shops
- ✓ Ceramics (design, fabrication and production)
- ✓ Cold storage
- ✓ Commercial laundry or dry cleaning plan
- ✓ Crop production, orchards, flower production (retail sales a secondary use e.g. nursery)
- ✓ Day Care (Conditional Use)
- ✓ Educational facility (business, industrial and technical only – conditional use if over thirty students)
- ✓ Electronic technology including research and development, assembly, testing, etc. (EMF emissions regulated by FAA and aviation easement due to the proximity of the Garfield County Airport).
- ✓ Equipment leasing of all types (outside storage of equipment is regulated in Section 10)
- ✓ Fire station
- ✓ Food service / caterers (not restaurant)
- ✓ Furniture repair / refinishing and upholstery
- ✓ General retail sales
- ✓ Instrumentation
- ✓ Manufacturing and processing, assembly, fabrication, service, repair, packaging or preparation of articles or merchandise – all activities must be contained within an enclosed building or behind a solid opaque fence or appropriately designed wall; provided, however, such fence or wall shall be not less than six feet (6') in height
- ✓ Motor freight shipping center
- ✓ Offices for the conduct of a business or profession
- ✓ Printing
- ✓ Prepared Food Mobile Vendor
- ✓ Professional Offices
- ✓ Recreational facility
- ✓ Research facilities, testing laboratories
- ✓ Residential housing units associated and attached to a Permitted Use, subject to the following:
 - Only on second or higher floor of the building containing the Permitted Use;
 - No more than 50% of the total square footage of the building or 4 units, whichever is less;
 - Each unit may not exceed 800 square feet; and

- No more than 2 persons per unit;
- ✓ Service and repair of appliances, computers, electronic equipment, etc.
- ✓ Showrooms (secondary to manufacture or service only)
- ✓ Software development
- ✓ Studio for creation or manufacture of arts and crafts
- ✓ Telecommunications facilities (EMF emission regulated by FAA and aviation easement due to proximity of Garfield County Airport).
- ✓ Warehouses limited in size to 15,000 sq. ft. (permitted only if accompanied by on-premises employees in conjunction with handling, packaging, or transfer of goods – no self storage)
- ✓ Wholesale establishments

INTRODUCED, on March 6, 2024, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on March 20, 2024, approved without amendments, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2024.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #8.a.

Agenda Item Name:

Consider Funding Request from the Colorado River District for the Purchase of Shoshone Water Rights

Presenter:

Patrick Waller, Planning Director

Item Description:

Funding Request

Recommended Action:

Move to approve funding request from the Colorado River District for the purchase of Shoshone Water Rights in the amount of \$100,000

Fiscal Impact:

The funding request for the Colorado River District's purchase of the Shoshone Water Rights is \$100,000

Operational Impact:

None

Prior Board Motions:

The supplied memo from the River District indicates that in 2013, the City previously had an informal financial commitment of \$50,000, but this request was never finalized.

Background Information:

See attached River District memo for a discussion of the history of the subject water rights.

Executive Summary:

The Colorado River District is requesting \$100,000 in support of the purchase of the Shoshone Water Rights. See attached memo for additional information regarding the history, project summary, funding strategy, and benefits of the purchase.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. CRWCD - Presentation Slides
2. CRWCD - Supplemental Presentation Materials

West Slope Water and Shoshone Water Right Preservation

Amy Moyer

Director of Strategic Partnerships, Colorado River District





**The Colorado River District
was formed in 1937 to protect
West Slope water users AND
to safeguard for Colorado all
waters of the Colorado River
to which the state is entitled.**



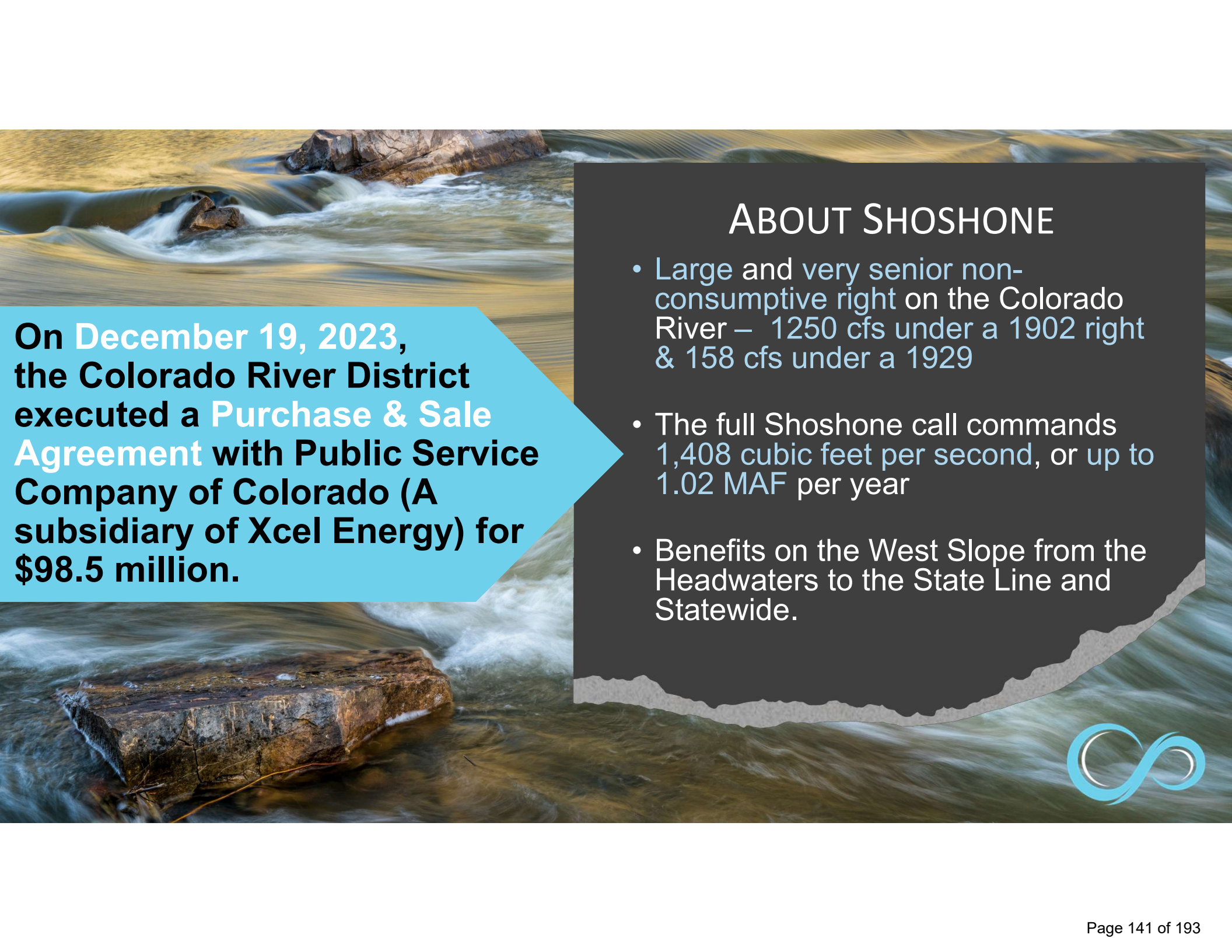
Shoshone Water Right Preservation Coalition

Summit County – Grand County – Eagle County
Garfield County – Mesa County

- Clifton Water District
- Clinton Ditch and Reservoir Company
- Colorado River District
- Eagle Park Reservoir Company
- Eagle River Water and Sanitation District
- City of Glenwood Springs
- Grand Valley Irrigation Company
- Grand Valley Water Users Association
- Mesa County Irrigation District
- Middle Park Water Conservancy District
- Orchard Mesa Irrigation District
- Palisade Irrigation District
- City of Rifle
- Upper Eagle Regional Water Authority
- Ute Water Conservancy District



WWW.KEEPSHOSHONEFLOWING.ORG



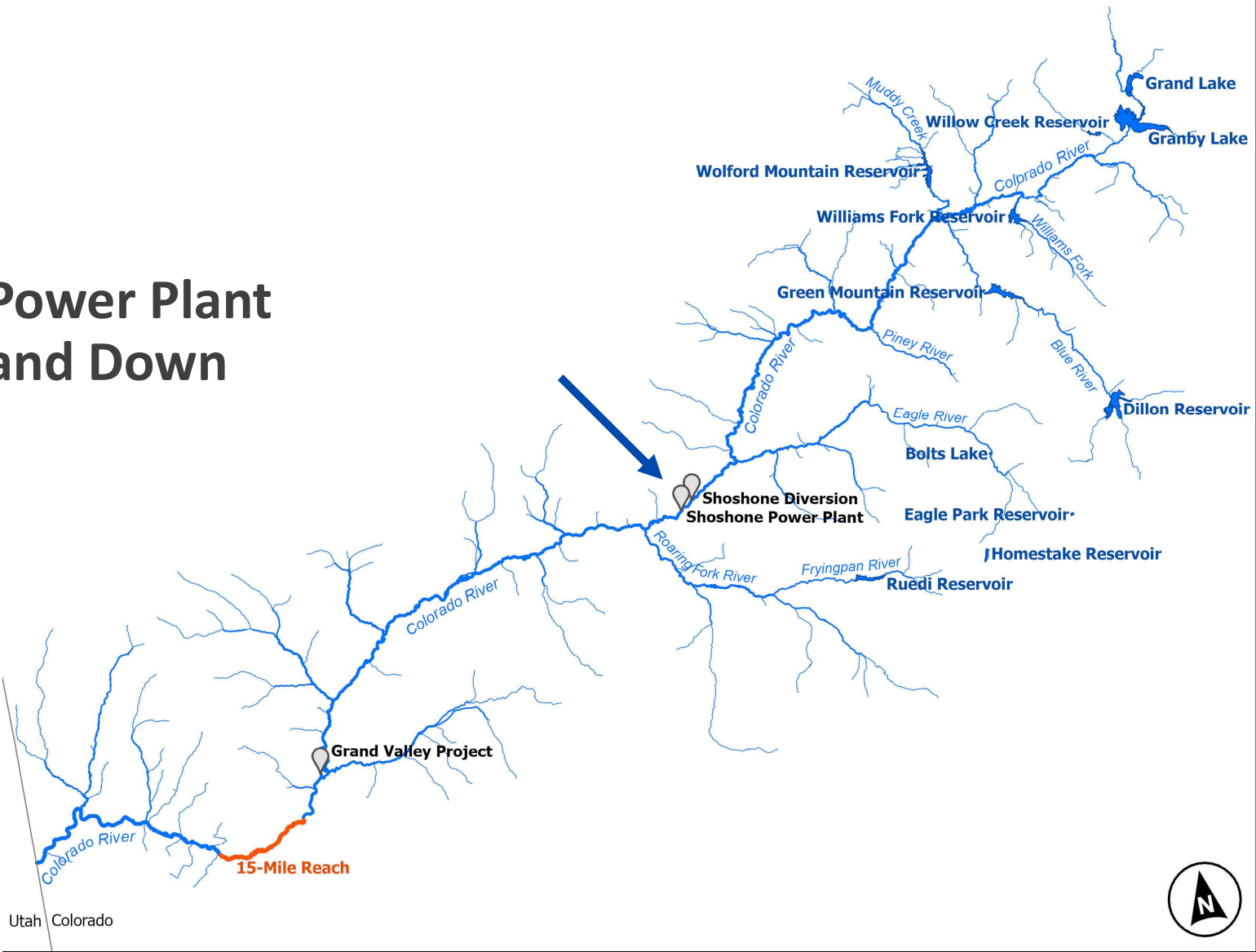
**On December 19, 2023,
the Colorado River District
executed a Purchase & Sale
Agreement with Public Service
Company of Colorado (A
subsidiary of Xcel Energy) for
\$98.5 million.**

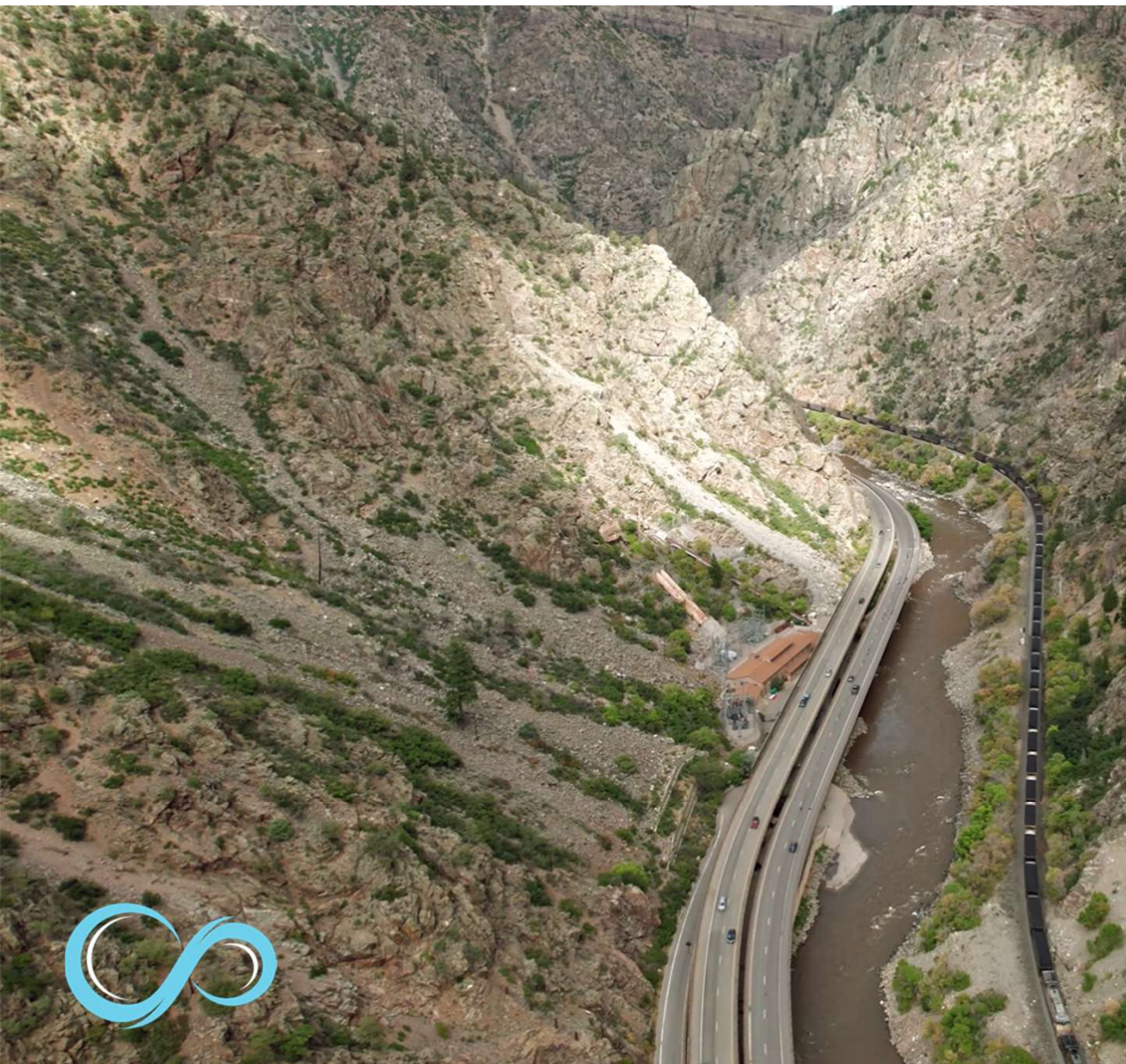
ABOUT SHOSHONE

- Large and very senior non-consumptive right on the Colorado River – 1250 cfs under a 1902 right & 158 cfs under a 1929
- The full Shoshone call commands 1,408 cubic feet per second, or up to 1.02 MAF per year
- Benefits on the West Slope from the Headwaters to the State Line and Statewide.



Shoshone Power Plant Upstream and Down





WHY NOW?

- 20 years, 20 western Colorado governments and water entities.
- A willing partner in Xcel Energy.
- Historic amounts of funding at the state and federal level.
- Increased impacts from a hotter, drier future.

Multiple Benefits for Colorado and the West Slope

Agriculture



Water
Quality

Environment

Recreation
Economy

15-Mile Reach

An aerial photograph of a river valley. The river flows through the center, surrounded by fields and some buildings. In the background, there's a town and more fields. The sky is clear and blue.

Over 1,250 water projects in Colorado depend on a successful-15-Mile Reach for continued ESA compliance

In dry years, the Shoshone call can deliver up to 41,000 acre-feet under current demand conditions and up to 86,000 AF under future demands

Upper Colorado River Endangered Fish Recovery Program supports four endangered and threatened fishes

Shoshone flows are critical for sustaining temperature and water level targets



TIMELINE



Negotiating an Instream Flow Agreement between seller, CRD, and CWCB



Successful completion of a change case



Approval from Colorado's Public Utility Commission



Ongoing fundraising with support from local, state and federal partners



Anticipated Closing in 2027





SHOSHONE
WATER RIGHT PRESERVATION



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Get Involved



@KeepShoshoneFlowing



@KeepShoshoneFlowing



@ShoshoneFlows

Sign up for the
newsletter





COLORADO RIVER DISTRICT

PROTECTING WESTERN COLORADO WATER SINCE 1937

MEMORANDUM

TO: MEMBERS OF THE CITY COUNCIL, CITY OF RIFLE

FROM: AMY MOYER, DIRECTOR OF STRATEGIC PARTNERSHIPS
ANDY MUELLER, GENERAL MANAGER
ZANE KESSLER, DIRECTOR OF GOVERNMENT RELATIONS

SUBJECT: SHOSHONE WATER RIGHTS PRESERVATION

DATE: FEBRUARY 28, 2024

REQUESTED ACTION: The Colorado River District respectfully requests that the City of Rifle authorize a financial commitment subject to future annual appropriations to support the acquisition and permanent protection of the Shoshone Water Rights.

Securing a strong local funding commitment is a necessary requirement for the River District to close on the final \$98.5 million deal to acquire the Shoshone Water Rights. Earlier funding strategies, including one in 2013, anticipated a purchase price to acquire the Shoshone Water Rights as ranging between \$40 and \$60 million. During these conversations, the City of Rifle expressed an informal commitment of \$50,000 to support the acquisition and permanent protection of the Shoshone Water Rights. However, the actual and current purchase price reflects the valuation prepared on behalf of the Shoshone Coalition in 2016 and is significantly more than the range that was anticipated in 2013. With that in mind, any additional funding commitment above and beyond what was previously pledged will reduce our reliance on federal funding sources and better allow the West Slope to control our water security in the future. **Therefore, we respectfully request that the City of Rifle consider increasing its prior funding commitment to at least \$100,000.**

To fulfill the River District's funding commitment under the Purchase and Sale Agreement (PSA) with Public Service Company of Colorado (PSCo), all coalition partners will need to deposit their committed funds into an interest-bearing escrow account within thirty days of the River District successfully obtaining a rights change decree in water court. While it is difficult to predict the anticipated length of a change case in water court, we are optimistic that the change decree will be entered before the end of 2026. Under the PSA, the funds deposited by coalition partners will accrue interest, which will be applied towards the purchase price of the Shoshone Water Rights at the time of closing. However, all funds deposited by partners and held in escrow are fully refundable (with interest) should the PSA be terminated for any reason.



Following any formal commitment of funding, the Colorado River District requests the City Council delegate staff authority to execute a letter indicating the financial commitment of the entity in alignment with formal action taken. The Colorado River District will utilize this letter to support gathering additional financial contributions from other partners in furtherance of this effort.

I. SHOSHONE PERMANENCY PROJECT SUMMARY

The Shoshone Hydro Plant, a unique run of the river hydroelectric power plant, sits alongside the Colorado River in Glenwood Canyon, about eight miles east of Glenwood Springs. Owned by the Public Service Company of Colorado (PSCo), a subsidiary of Xcel Energy, it produces 15 megawatts of electricity, enough power to serve approximately 15,000 customers. Importantly, Shoshone also holds the most senior (1902), nonconsumptive water right on the Colorado River, returning the flows it uses to the river after a short trip through the hydropower plant's penstocks and turbines. Shoshone's flows provide critical habitat to four fish listed under the Endangered Species Act and drive the recreational economies supported by rafters, kayakers, and anglers from Summit to Mesa County.

For more than 20 years, the Colorado River District and 19 other western Colorado governments and water entities, including Summit, Grand, Eagle, Garfield, and Mesa Counties and many of the municipalities and major water organizations therein, have been working together to find a way to permanently preserve the Shoshone flows. In fact, the 2013 Colorado River Cooperative Agreement between Denver Water and 17 West Slope governments/water user organizations expressly recognizes the importance of – and memorialized the need to provide permanent protection of – the Shoshone flows.

We are now on the cusp of the unprecedented alignment of multiple factors that presents a real opportunity to finalize this long-standing goal. On December 19, 2023, Xcel Energy and the Colorado River District signed a Purchase & Sale Agreement (PSA) to transfer ownership of the historic Shoshone water rights to the River District for \$98.5 million. The historic agreement marks a first step towards permanent protection of the historic flows and the resulting economic benefits provided by the Shoshone water rights.

Permanent protection of the Shoshone Flows will secure multiple benefits to the Colorado River water users on the West Slope and across the state such as:

Water Quality Improvements: Communities large and small along the Colorado River mainstem benefit from the enhanced water quality Shoshone flows provide, diluting salinity in the source drinking water for towns like Rifle, DeBeque, Silt, Parachute, Battlement Mesa, Clifton, and the greater Grand Junction area served by Ute Water Conservancy District. Without the higher flows of clean and cold headwater sourced supplies provided by the Shoshone call, a higher concentration of salinity and other water quality constituents creates increased costs for municipal drinking and wastewater treatment.



Ecosystem Benefits and Endangered Species Act Compliance: The Colorado River downstream of Rifle is habitat for four fish listed under the Endangered Species Act. Without the exercise of the Shoshone call, the stretch of the Colorado River known as the 15-Mile Reach in and around Grand Junction would have significantly less flow during large periods of the year, especially in dry years, when Shoshone can contribute half of the flow in the 15-Mile Reach. All Colorado River water users rely upon the benefits of the Shoshone flows as a bedrock for the success of the Upper Colorado River Endangered Fish Recovery Program and continued compliance with the Endangered Species Act (ESA), which provides compliance protections for over 1,250 projects in Colorado.

Agricultural Benefits: Shoshone flows support Colorado's \$11.9 billion agricultural economy in a number of important ways. Water security for Western Slope agriculture is intimately linked to the Upper Colorado Endangered Fish Recovery Program where continued cooperative water management allows for streamlined ESA compliance. Additionally, Shoshone permanency preserves Green Mountain Reservoir's Historic User Pool (HUP) water supplies. According to Colorado's Division of Water Resources, without Shoshone flows, the downstream Cameo call would be longer and deeper each year (up to 2,260 cfs vs. 1,950 cfs), triggering less opportunity for agricultural diversions, a greater frequency of April calls, and an insufficient replacement of supplies for some West Slope augmentation plans. Furthermore, the historical flow regime that the Shoshone call ensures in the Colorado River creates higher water quality for our irrigators up and down the mainstem which brings greater agricultural production.

Recreation Economy: Shoshone flows benefit Colorado communities both upstream and downstream of the call. Colorado's robust recreational economy relies heavily on the Colorado River mainstem, with Shoshone flows strengthening the state's iconic river recreation industry throughout Grand, Summit, Eagle, Garfield, and Mesa counties. River recreation in Colorado contributes \$14.6 billion annually to the state's GDP, with nearly \$4 billion coming directly from the Colorado River basin on the Western Slope. As temperatures rise and streams diminish, Shoshone permanency provides security for this economic industry, protecting the recreational fishery and boating that sustain local businesses and attract water-based recreators.

Maintaining Stream Flow Through Upper Colorado River Wild & Scenic Alternative Management Plan River Sections: The Shoshone water rights command higher flows and associated lower water temperatures through key segments with recreational fishing and wildlife habitat identified as Outstandingly Remarkable Values (ORVs) of the Upper Colorado River. The Upper Colorado River Wild & Scenic Stakeholder Group's Alternative Management Plan lists the Shoshone water right as one of four long-term protection measures for the streamflow influenced ORVs – thus providing a critical role in removing the burdens of a potential federal Wild and Scenic designation on the Colorado River from Kremmling to No Name.



II. PURCHASE AND SALE AGREEMENT

The Purchase and Sale Agreement (“PSA”) contemplates the conveyance of the Shoshone Water Rights from the Public Service Company of Colorado (PSCo) to the Colorado River District. As defined in the PSA, the “Shoshone Water Rights” to be acquired by the Colorado River District include both the senior Shoshone Power Plant water right in the amount of 1,250 cfs with an appropriation date of January 7, 1902, and the junior Shoshone Power Plant water right in the amount of 158 cfs with an appropriation date of May 15, 1929. The purchase price for the Shoshone Water Rights is \$98,500,000, with an additional \$500,000 payment for PSCo’s transaction costs.

To close the transaction and authorize the expenditure of public funds for the acquisition of the Shoshone Water Rights, the PSA contains four closing conditions that must be met by December 31, 2027, unless that deadline is extended by mutual agreement. The four closing conditions described in the PSA are as follows:

1. **Negotiation of an instream flow agreement with the CWCB.** The PSA contemplates that the River District and PSCo will negotiate with the CWCB for an agreement that authorizes the CWCB to use the Shoshone Water Rights for instream purposes when the rights are not being used for hydropower generation.
2. **A change of water right decree.** The PSA provides that the parties anticipate being co-applicants with the CWCB in the filing of an application for adjudication of a change of water right decree to allow the Shoshone Water Rights to be used by the CWCB for instream flow purposes in accordance with the terms of the instream flow agreement.
3. **Approval by the Colorado Public Utilities Commission.** The PSA contemplates that PSCo will petition the Colorado Public Utilities Commission (PUC) to approve the sale of the Shoshone Water Rights and the disposition of proceeds.
4. **Secured funding.** The PSA requires the River District to secure funding for the negotiated purchase price prior to the commencement of the PUC process.

III. FUNDING STRATEGY

Local Funding: The funding strategy relies on a diverse partnership of local, state, and federal funding sources. The broad-based West Slope Coalition proposes to contribute \$30 to \$40 million, \$20 million of which has already been approved and committed by the River District’s Board of Directors.

Recognizing the importance of Shoshone permanency to current and future water security on Colorado’s Western Slope, local partners are beginning to take action to formalize their own financial commitments to this project. Currently, Ute Water Conservancy District has formally committed \$2 million, Clifton Water District has formally committed \$250,000, Grand Valley Water Users Association has formally committed \$100,000, and West Divide Water Conservancy



District has formally committed \$50,000. **The Colorado River District respectfully requests that the City of Rifle formalize a financial commitment to support the acquisition and permanent protection of the Shoshone Water Rights.**

State: On January 29, 2024 the Colorado Water Conservation Board (CWCB) voted unanimously to recommend a \$20 million investment in the Shoshone Water Rights Preservation effort. The funding commitment represents another key milestone in the campaign to permanently protect the historic, non-consumptive Shoshone water rights on the upper Colorado River for future generations, an outcome long-sought by 20 Western Slope water entities and local governments.

Federal: In recognition of the critical importance of the Shoshone Flows to the continued success of the Upper Colorado River Endangered Fish Species Recovery Program and other benefits to federal interests, we have initiated discussions with the Bureau of Reclamation to contribute the remaining \$49 million of the acquisition costs through funding made available as part of the Inflation Reduction Act. The Inflation Reduction Act provides \$4 billion in drought mitigation funding to support actions that deliver:

- (i) Compensation for temporary or multiyear voluntary reductions in diversion of water or consumptive water use;
- (ii) Voluntary system conservation projects that achieve verifiable reductions in use of or demand for water supplies or provide environmental benefits in the Lower Basin or Upper Basin of the Colorado River; and
- (iii) Ecosystem and habitat restoration projects that address issues directly caused by drought in a river basin or inland water body.

This funding must be committed by September 30, 2026. The Shoshone Water Rights acquisition is in strong alignment with funding category (iii) given the measurable benefits, particularly evident in drought years, to the Colorado River ecosystem and critical habitat, which is important to meeting recovery requirements to maintain ESA compliance.

The \$98.5 million PSA to acquire the Shoshone water rights is no small price tag, but the one-time investment to protect Colorado River flows in perpetuity is a durable solution with priceless benefits for generations of water users to come. Under current water use demands in Colorado, the absence of the Shoshone call would mean that, in a dry-year such as 2012, 41,000 acre-feet of water would no longer flow through the critical 15-Mile Reach section of the Colorado River. Under increased future demands in a similar dry-year conditions like 2012, the protected amount increases to approximately 86,000 acre-feet. The Shoshone call impact is most realized in dry years but is also seen under wet-years and average-year hydrology contributing approximately 3,000 – 27,000 AF.



SHOSHONE

WATER RIGHT PRESERVATION



The Shoshone Water Right commands essential flows upstream and downstream of Glenwood Canyon on the Upper Colorado River. Credit: Antonia Hadjimichael/Cornell University.

SENIOR WEST SLOPE WATER RIGHTS

In Colorado, the right to divert and use water is governed by a legal priority system of water rights administered by the State of Colorado. Water is scarce in the arid West, more with climate change-induced aridification. The priority system is a means of rationing water when river flows subside after spring runoff. Shoshone holds the most senior, major water right on the mainstem Colorado River. This non-consumptive 1902 water right for 1,250 cubic feet per second makes the plant incredibly valuable to Western Colorado. This water right commands the flow of the Colorado River, making it essential for both upstream and downstream ecological and economic benefits in the face of ongoing drought.

THE SHOSHONE HYDRO PLANT IN COLORADO WATER HISTORY

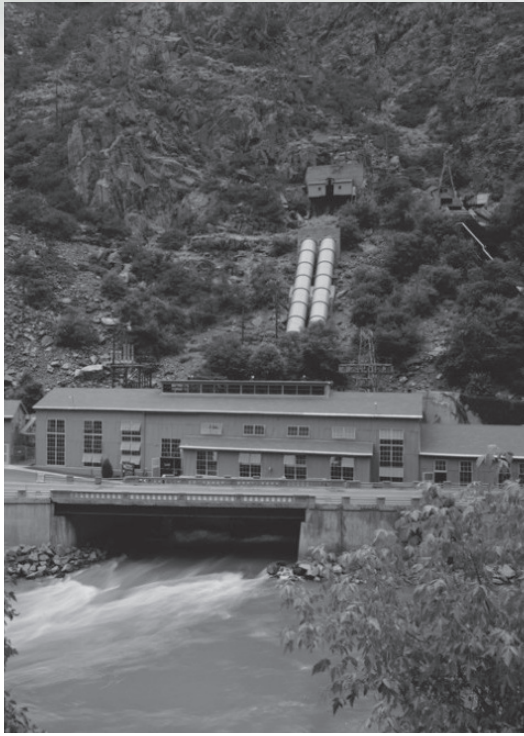
In 1902, 20 years after Glenwood Springs was first settled and about 14 years after the railroads reached the new town, the Colorado Power & Irrigation Company organized to furnish electrical power to various western Colorado towns. The selected position for a hydroelectric plant was at Shoshone Falls, eight miles east of Glenwood Springs in Glenwood Canyon.



Credit: Library of Congress.

When Central Colorado Power Company incorporated in 1906, construction of the plant began. A major engineering feat for its time, the Shoshone Hydropower Plant's construction employed up to 1,500 workers for two and a half years, and to this day operates from the run of the river rather than an upstream reservoir. Since its creation, the Shoshone Hydro Plant has been owned by the Colorado Power Company and the Public Service Company of Colorado, eventually absorbed by Xcel Energy.

WWW.KEEPSHOSHONEFLOWING.ORG



Credit: Library of Congress.

SHOSHONE HYDRO PLANT: HOW IT WORKS

The Shoshone Hydro Plant consists of four elements: a diversion dam, a 2.3-mile tunnel drilled through the north wall of Glenwood Canyon, a power plant with two turbines, and transmission lines.

The diversion dam is located at the Hanging Lake exit off Interstate 70. The dam directs water into a 2.3-mile tunnel drilled through the north wall of Glenwood Canyon. The tunnel is approximately 13 feet tall and 16-feet, 8-inches wide. The tunnel terminates at the hydro plant, 165 feet above the turbines. Water falls down two penstocks and the power created by the weight of the water falling turns two turbines, which in turn power two generators, producing up to 15 megawatts of electricity. The electricity benefits consumers across Western Colorado.

The water emerges from the plant unconsumed and ready to support the environment, recreation, and municipal uses. The famed Shoshone boat ramp is located right at the plant for this very reason, and remains a popular destination for recreational boaters.

A COMMAND OF THE RIVER TODAY & IN A HOTTER, DRIER FUTURE

The seniority of Shoshone's water right brings exceptional value for West Slope communities and water users. Without these flows, river levels would be lower, temperatures higher, and other interests upstream could take more water out of the natural river basin. Bolstered by Shoshone flows, the Colorado River supports a robust \$14.6 billion water-based recreational economy in Colorado from Grand County westward for rafters, kayakers, and anglers – both commercial and private.



Shoshone flows are also essential for maintaining both upstream and downstream environments for native fish and wildlife, including Colorado's four listed threatened and endangered fish: the humpback chub, the bonytail chub, the Colorado pikeminnow, and the razorback sucker - occupying critical habitat in the 15-Mile Reach near Grand Junction. Shoshone's senior water rights act as a bedrock for the success of the Upper Colorado Endangered Fish Recovery Program and continued, streamlined compliance with the Endangered Species Act (ESA). The consistent flow regime also helps sustain local agricultural producers and Colorado's \$11.9 billion agricultural economy through increased flows and higher water quality and provides water quality benefits for West Slope communities that rely on the Colorado River for drinking water.

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https://www.gjsentinel.com/opinion/columns/securing-our-water-future-through-permanent-protection/article_71d952da-c1f8-11ee-9b36-9356ca8afc91.html

Securing our water future through permanent protection

Feb 4, 2024

By BOBBIE DANIEL and SCOTT McINNIS

On Dec. 19, 2023, at the Hotel Colorado in Glenwood Springs, a historic event took place that will define the future of Mesa County: Xcel Energy and the Colorado River District signed a purchase and sale agreement to transfer ownership of the Shoshone water rights to allow for the permanent protection of the most senior, non-consumptive water right on the Colorado River.

In an era where the unpredictability of Mother Nature is increasingly apparent, the Shoshone Hydropower Plant's assurance of water flow and stability is an essential lifeline for many communities across the state, especially Mesa County. With a 1902 priority date, these water rights protect Mesa County, helping to ensure water security for current and future generations of water users. Growing populations, reduced streamflow, and aging infrastructure put pressure on the river. By adding in-stream flow as a beneficial use to the Shoshone water rights and ensuring ownership of that right is held by our communities, this deal will keep the river flowing well and flowing west.

In Mesa County, the water called down by the Shoshone water rights is critical and supports our farms, powers our businesses and sustains our families. This water is vital for our agricultural success, our thriving recreational industry and the health of our river. The contrast between the lush landscapes south of I-70 and the barren lands to the north in the Grand Valley starkly illustrates the importance of these water rights.

The Shoshone water rights ensure the vitality of the 15-Mile Reach, a crucial habitat for endangered species. This stream segment begins in De Beque and ends where the Gunnison River merges with the Colorado River in Grand Junction. This area's environmental significance extends beyond Mesa County, impacting regulatory processes along the entire length of the Colorado River. What's at stake here is not just local agricultural prosperity or recreational activities. It's about the economic fabric of our region and the continuance of this essential ecological balance.

By securing the permanence of these flows, we are investing in the economic stability of our region, our people, our environment and, ultimately, our future. The legacy of Shoshone is a shared responsibility, transcending political and geographical divides. It is an invitation for every citizen, organization and leader to come together for the singular goal of preserving the vitality of our river.

This agreement is not just a local matter but a statewide concern. The Colorado River, a lifeline for many, touches all four corners of the state in one way or another. By ensuring the permanency of the Shoshone flows, we are protecting our local environment and economy and contributing to the well-being of the entire state.

We know that the purchase and sale agreement is just the first step in a longer process; however, to get it across the finish line, we must secure funding from our federal, state and local governments and all water users.

We extend our deepest thanks to the Colorado River District's current and past directors and the 19 other member organizations in the Shoshone Water Right Preservation Coalition for their unwavering dedication to this monumental achievement. Our gratitude also goes to Xcel Energy for its considerate partnership with western Colorado, demonstrating a profound commitment to our shared well-being.

This agreement is an example of the power of unity and collaboration. It's a victory in collective determination and a shared dream.

By advocating for preserving the Shoshone flows, we are making a promise to future generations that we value their legacy as dearly as we do our present.

Bobbie Daniel is a Mesa County commissioner and Scott McInnis is a former Mesa County commissioner and a member of the Colorado River District Board of Directors.

OPINION: OPINION COLUMNS

Opinion: Shoshone water rights offer once-in-a-lifetime opportunity for Colorado's namesake river that we must secure

With agreement in place, the state's lead water agency can help to protect these key senior rights for future generations



Julie McCluskie and Russell George

1:30 AM MST on Jan 25, 2024

At the narrowest point in Glenwood Canyon, where steep cliffs compress the Colorado River, the Union Pacific Railroad, and all four lanes of Interstate 70 into an area no more than 50 yards across, a small brown building houses the historic Shoshone Hydropower Plant. For more than a century, the turbines inside that building have spun Colorado River water into electricity for local communities. It may not look like much on the outside, but like so many places in our beautiful state, there is far more than meets the eye.

Today, the Shoshone Hydropower Plant still produces energy for Colorado's electric grid, but its true importance is on the river. The senior water rights tied to Shoshone's power production hold the key to a more secure water future not only for the Western Slope, but for the entire state of Colorado.

Shoshone's benefits are unique because its water rights are nonconsumptive, which means the water used for hydropower production — more than 1,400 cubic feet per second — returns entirely to the river after a short trip through its turbines.

Because of its nonconsumptive nature, communities large and small along the Colorado River benefit from the water security and water quality provided by Shoshone's flows. These water rights provide certainty for farmers, ranchers and recreational outfitters upstream and downstream of Glenwood Canyon. And all Colorado River water users — from Greeley and Colorado Springs to Grand Junction — benefit from the Shoshone's flows as a bedrock for the success of the Upper Colorado River Endangered Fish Recovery Program, which

provides Endangered Species Act compliance and protections for over 1,250 water projects on both sides of the Continental Divide.

In an increasingly arid West, where the Colorado River is stretched-thin, we believe that permanent protection of the Shoshone Water Rights presents a once-in-a-lifetime opportunity to preserve many of the values we hold dear as Coloradans — clean drinking water, productive agriculture, world-class recreation, a healthy environment and much more.

With these benefits in mind, an unlikely coalition of western Colorado governments and water users — including Summit, Grand, Eagle, Garfield and Mesa counties — have been working for decades with the Colorado River District to forge a path toward preservation of Shoshone's flows. Together with Denver Water, many of these entities recognized Shoshone's importance, and memorialized the need to protect it, in the **2013 Colorado River Cooperative Agreement**.

And now, for the first time, Colorado River water users and the state of Colorado have an opportunity to finalize this long-standing goal.

* MORE IN OPINION

Opinion: Colorado lawmakers have a chance to help formerly incarcerated people with a step up when they get out

1:30 AM MST on Feb 6, 2024

Zornio: Colorado doesn't have a "migrant crisis," we have a political circus

3:02 AM MST on Feb 5, 2024

Opinion: Closer look at evictions in Denver shows the good, the bad and the promising

1:30 AM MST on Feb 5, 2024

Just a few weeks ago, Xcel Energy, the owner and operator of the Shoshone hydropower plant, and the Colorado River District **signed a purchase and sale agreement** setting out a clear path to transfer ownership of the historic Shoshone water rights to the river district for \$98.5 million. This historic agreement marks the start of a broad-based effort to partner with the state of Colorado to protect the Shoshone water rights.

We strongly support the agreement reached between Xcel Energy and the Colorado River District, and we applaud the tireless efforts of Xcel, the river district and everyone else

involved in getting to this historic point.

In order to succeed, this effort will need the support and partnership of the state of Colorado through the Colorado Water Conservation Board. Gov. Jared Polis recently praised the deal, and next week the conservation board will decide whether to match the river district's investment of \$20 million and move forward toward permanent protection of Shoshone's flows. This presents an opportunity for the people of Colorado to come together to achieve durable and permanent protections for the Colorado River.

The \$98.5 million agreement to acquire the Shoshone water rights is no small price tag, but the one-time investment to protect Colorado River flows in perpetuity will provide priceless benefits for generations of water users to come. The effort aligns with the Colorado Water Plan's focus on healthy watersheds and vibrant communities, and we believe it is a true value — especially in view of the permanent protection that the funding will help to ensure.

The state- and basin-wide importance of this effort cannot be overstated. If the power plant were to cease operation without permanent protection of the water right, the negative economic and environmental impacts to Western Colorado and to the state of Colorado would be immediate and profound.

Colorado has a once-in-a-lifetime opportunity to permanently protect the most influential water right on our state's namesake river. We cannot let this opportunity pass us by, because we all depend on a healthy Colorado River — whether we live on the Front Range or the West Slope. Our fortunes are tied. Our futures are linked. When the Colorado River thrives, we all thrive.

Julie McCluskie is the speaker of the Colorado House and has served as a Representative since 2018 and was re-elected in 2022 to represent House District 13. She is the first woman Speaker elected from the Western Slope.

Russ George is a fourth generation resident of the Rifle area. He represented northwestern Colorado counties in the Colorado House for four terms, serving as Speaker from 1999-2000.

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February 22, 2024

818 Taughenbaugh Blvd., Suite 101 P.O. Box 14
Rifle, Colorado 81650-14
Tel: (970) 625-54
Web: www.wdwdc.org Email: water@wdwdc.org

Andrew Mueller
General Manager
Colorado River Water Conservation District
201 Centennial St., Suite 200
Glenwood Springs, CO 81601

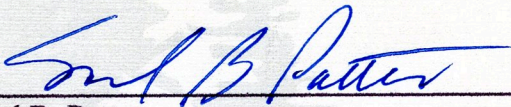
Mr. Mueller:

We are pleased to inform you that the West Divide Water Conservancy District's ("West Divide") Board of Directors has voted to commit \$50,000 to the acquisition of the Shoshone water right and subsequent transfer to instream flow purposes to maintain the historical flow regimes on the Colorado River.

West Divide (including its constituents) is a beneficiary of the river conditions resulting from the Shoshone water right administration and desires that it remain a controlling water right on the mainstem Colorado River. In the absence of a Shoshone call, the District's available supplies could be depleted more quickly due to the increased downstream call at Cameo resulting in higher augmentation requirements.

West Divide truly appreciates the many years of effort the Colorado River District has put into this effort as it has been a priority project in the Colorado River Basin and reiterated in the Colorado Basin Implementation Plan. As flows on the Colorado River are depleted from Transmountain Diversions and threats of lower basin calls loom, the Shoshone water right ensures flows are available in this reach of the river for agriculture, municipalities, recreationists, environmental flows, and overall aesthetics of the river corridor that we call home.

West Divide fully supports the Colorado River District's efforts to ensure Shoshone water right permanence.



Samuel B. Potter
West Divide Board President

Colorado Water Conservation Board Approves Funding for Continued Shoshone Preservation Efforts

January 29, 2024—The Colorado Water Conservation Board (CWCB) has voted to recommend \$20 million in funding to the Colorado River District as part of the annual Water Projects Bill contributing to a larger funding effort to secure Shoshone permanence and foster water security on the Colorado River.

“The CWCB Board considered this funding application very carefully. This is a significant step towards maintaining historic flows on the Colorado River,” said Lauren Ris, CWCB Director. “As an agency, we will continue to do our due diligence in this process, with the hope that these efforts can benefit the environment and give West Slope water users more certainty.”

The decision follows a special workshop held on January 25, and a final vote during CWCB’s January Board Meeting. On [December 19](#), 2023, the Colorado River Water Conservation District and Public Service Company signed an agreement that would allow the River District to purchase the water rights associated with the Shoshone power plant. The River District is also planning to seek funds from the Bureau of Reclamation and others.

In the coming months to years, CWCB will work with the River District to negotiate an instream flow agreement. If approved, the two entities would then seek a change in water right decree through Colorado Water Court. The CWCB’s Instream Flow Program secures instream flow water rights to protect streamflow to preserve the natural environment of streams and lakes where fish and other species live. The integrity of this long-standing program depends on a thorough review, so it’s critical CWCB staff follow public processes.

“We also greatly appreciate the hard work and dedication of CWCB staff in this effort and their positive recommendation of funding to the Board,” said Andy Mueller, Colorado River District General Manager. “We consider the state an integral partner in protecting Shoshone’s flows in perpetuity, and the \$20 million funding milestone brings this generational investment in Colorado water security one step closer to the finish line.”

“If completed, Shoshone water right preservation would help maintain flows on the Colorado River, and support the system as a whole,” said Dan Gibbs, Executive Director of the Colorado Department of Natural Resources. “Securing this water right and negotiating an instream flow use agreement could mean supporting healthy agriculture, providing clean drinking water, fostering healthy environments, and more. We look forward to working with the Colorado River District and Xcel Energy as this process enters the next phases of evaluation and approval.”

###



SHOSHONE
WATER RIGHT PRESERVATION

FOR IMMEDIATE RELEASE

Tuesday, December 19, 2023

CONTACT:

Xcel Energy, Tyler Bryant - 813.951.4169
GBSM, Sam Stookesberry - 303.981.8332
CRD, Lindsay DeFrates - 970.456.8973

Historic Agreement Reached to Advance Colorado Water Security

Shoshone Water Right Preservation Campaign kicks-off with Purchase & Sale Agreement to permanently protect flows in the Upper Colorado River.

Glenwood Springs, CO — This afternoon, Xcel Energy and the Colorado River District signed a Purchase & Sale Agreement (PSA) to transfer ownership of the historic Shoshone water rights to the River District for \$98.5 million. The agreement marks a first step towards permanent protection of the most senior, non-consumptive water right on the Colorado River, a project with a 20-year history of support from 19 western Colorado governments and water entities.

“This announcement is a critical first step in preserving the water rights that flow through our Shoshone Hydro Plant turbines on the Colorado River,” said Robert Kenney, president of Xcel Energy – Colorado. “This is an important agreement for the 1.6 million electric customers and communities we serve statewide by allowing us to continue generating clean electricity as part of our commitment to be good stewards of the Colorado River and all who rely on it.”

Leadership from Xcel Energy and the River District celebrated this milestone alongside a broad base of Shoshone Water Right Preservation campaign partners at the Hotel Colorado. Remarks from county commissioners, local and state elected officials, as well as environmental and recreation-based interests followed the official signing of the agreement.

“On behalf of the Colorado River District and the headwaters communities in Eagle County, we thank Xcel Energy for being a committed partner to the West Slope, our economy, and our environment,” said Colorado River District Board President and Eagle County Commissioner Kathy Chandler-Henry.

With the PSA signed, the Shoshone Water Right Preservation Coalition – a diverse and growing partnership of stakeholders – now begins a multi-year effort to secure funding for the purchase and to add an ‘instream flow’ benefit to the historic Shoshone water rights in water court. With its command of 1,408 cfs (or up to 1.02-million-acre feet of water per year) on the Colorado mainstem and benefits both upstream and downstream of Glenwood Canyon, Coalition members see Shoshone permanency as a generational investment in water security for Colorado’s environment, economy, and communities across the state.

“We now look forward to working alongside the State of Colorado, the Bureau of Reclamation, the U.S. Fish & Wildlife Service, and Colorado water users, all of whom will be integral partners in this effort’s success,” Commissioner Chandler-Henry added.

Central to the statewide benefit of the Shoshone water right is the vital role it plays in Endangered Species Act (ESA) compliance. Over 1,250 Colorado water projects on both sides of the divide rely on the Upper Colorado River Endangered Fish Recovery Program to maintain ESA compliance and continued operation. In dry years, Shoshone calls between 41,000 and 86,000-acre-feet (AF) of water downstream from the Shoshone Hydropower Plant, bolstering needed cold-water flows in the Grand Valley’s 15-Mile Reach – critical habitat for Colorado’s four native fish listed under the Endangered Species Act.

The consistent flow regime also helps sustain local agricultural producers and Colorado’s \$11.9 billion agricultural economy through increased flows and higher water quality. It also provides water quality benefits for West Slope communities that rely on the Colorado River for drinking water, and drives the state’s \$14.6 billion water-based recreation economy along the Colorado River.

“Protection of Shoshone’s flows presents a unique opportunity to protect the long-term viability of the Colorado River and the communities across the state that depend on it, many of which I represent,” said state Senator Dylan Roberts (SD-8). “There is still a lot of work to be done, but today is incredibly exciting. Taking action on behalf of current and future water users is absolutely worth it and should be a top priority.”

"Agriculture, recreation, and the environment all benefit from Shoshone’s flows. But it’s important to remember that the drinking water supplies for many of the communities in my district come directly from the Colorado River,” said State Representative Elizabeth Velasco (HD-57). “Towns like New Castle, Silt, Rifle, and others all benefit from the flows that Shoshone provides. Higher, consistent stream flows provide clean drinking water for thousands of people in my district and reduce the cost of water treatment for rural communities."

“Colorado has an opportunity with Shoshone permanency to take durable, decisive action on water security for the sake of our productive agriculture and our hard-working farmers and ranchers here in the Grand Valley,” stated Mesa County Commissioner Bobbie Daniel.

After today’s official kickoff, the Shoshone Water Right Preservation Campaign moves forward with in-depth public engagement planned across Colorado. Both West Slope and Front Range residents are encouraged to stay tuned in the coming year as local events are announced. Learn more at www.KeepShoshoneFlowing.org.

###



Agenda Item #8.b.

Agenda Item Name:

Consider Approving and Signing a Wagner Service Agreement for Water Plant Backup Generator

Presenter:

Jared Emmert, Waste Water Treatment Plant Supervisor

Item Description:

Consider Approval and Signing of a Two-Year Wagner Equipment Service Agreement for the Water Plant Backup Generator.

Recommended Action:

Move to approve the two-year service agreement for a total of \$25,801.00.

Fiscal Impact:

Maintenance services for the backup generator are accounted for each year in the Water Fund repair and maintenance budget.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

The water treatment facility has a Wagner/Cat backup generator to meet the facility's electrical demand during power outages. The generator requires regular preventive maintenance to ensure it is always available during outages. Wagner is the manufacturer and authorized service provider for their generators. The plant's backup generator has been serviced each year by Wagner Equipment since the facility opened.

A standard service agreement with Wagner is for 24 months. This agreement would cover 2024 and 2025 maintenance services.

Executive Summary:

The water treatment facility uses the Wagner Equipment Company for preventive maintenance services on its 1,550 KW backup generator. The generator was manufactured by Wagner/Cat, and Wagner Equipment is the authorized service provider for that brand of generator. The quoted service agreement is for 24 months, at a total cost of \$25,801. This is the standard agreement that has been used since the plant was constructed. Since Wagner Equipment is the authorized provider of Wagner/Cat generator service, this will be sole-source procurement.

Notification Requirements:

N/A

Prepared By:

Jared Emmert, Waste Water Treatment Plant Supervisor

Attachments:

1. City of Rifle CVA 2025
2. Scope of Work (1)
3. Wagner sole source memo
4. Wagner service purchase request



STANDBY PREVENTIVE MAINTENANCE

Customer Value Agreement (CVA)

Quote # 121471.1

Quote Issued Date: 01/10/24

Wagner Power Systems, **Customer Value Agreement (CVA)**, herein referred to as "Agreement" for new and used equipment is an important part of Caterpillar's continuing effort to provide OEM equipment owners with superior value and product support. This Agreement provides the owner reasonable assurance that the reliability and productivity of your equipment is maintained and unexpected repair cost is minimized. This Agreement allows you to do what you do best and focus on your core business while Wagner provides expert product support services on your equipment.

Additional customer benefits:

- * **FACTORY-TRAINED TECHNICIANS**
- * **MAINTENANCE HISTORY & SCHEDULING**
- * **GUARANTEED QUALITY**
- * **EPA COMPLIANCE**
- * **SAVINGS**

Experienced technicians keep pace with advances in equipment technology. Maintenance support staff utilize computerized scheduling & monitoring system. Cat diagnostic tools, fluids & filters assure consistent product quality and results. Properly dispose of used fluids and filters in compliance with local & federal laws. Avoid overhead on maintenance vehicles, insurance or unemployment compensation; minimize costly downtime; repair before failure; increase your productivity; extend your equipment life and get maximum performance and resale benefits.

COMPANY NAME: CITY OF RIFLE - 74377
COMPANY ADDRESS: BOX 1908
CITY: RIFLE
STATE: CO **ZIP:** 81650
CONTACT NAME: Jesse Flowers
CONTACT E-MAIL: jflowers@rifleco.org
CONTACT PHONE: 970-456-3364

ACCOUNT NO: 74377
SITE: Rifle Water Treatment Plant
SITE ADDRESS: Hwy 6
CITY: Rifle
STATE: CO **ZIP:** 81650
PSSR NAME: Patrick J. Smith
PSSR PHONE: 970-270-0583

MAKE / MODEL	ENGINE SERIAL NO.	START HOURS	START DATE	TERM	Type
Caterpillar / G3516C	F6M00158	49	1/1/2024	24 Month	New

	Unit \$	Qty	Total \$	Frequency	Planned Dates of Maintenance
PM 1	\$1,719.50	2	\$3,439.00	Yearly	October 2024 & 2025
PM 2	\$11,181.00	2	\$22,362.00	Yearly	April 2024 & 2025
		Grand Total:	\$25,801.00		

Volts	Kilowatts	Cable Length (ft)
480	1550	

SPECIAL INSTRUCTIONS:

Any non Customer Value Agreement maintenance repairs will be billed at Time & Material at the current Wagner Power Systems rate, and are subject to customer approval.

Pricing is subject to change based on manufacturer changes to cost and availability.

Tax and/or environmental charges should they apply are not included in above rate. Price Is Per Unit, Per Visit Including Parts, Labor and Travel

SERVICE PROVIDED:

1. Perform the indicated maintenance per the scope of work for that maintenance.
2. Provide written Preventive Maintenance and fluids analysis reports and estimate(s) for any corrective action.
3. Provide computerized maintenance scheduling system and a contact person to coordinate the efficient scheduling of work.
4. Maintain service records of all Preventive Maintenance including fluid analysis.

Customer Signature: _____

Date: _____

PSSR Signature: _____

Date: _____

Service Manager Signature: _____

Date: _____

PRODUCT SUPPORT AGREEMENT
Detailed Description of Service Levels - Exhibit A

PM SERVICE LEVELS

ITEM	WEEKLY	MONTHLY	PM1	PM2	PM3
------	--------	---------	-----	-----	-----

INSPECT/CHECK

Overall Condition	X		X	X	X
Cooling System	X		X	X	X
Fuel System	X		X	X	X
Air Induction & Exhaust	X		X	X	X
Lube Oil System	X		X	X	X
Starting System	X		X	X	X
Engine Monitors & Safety Controls			X	X	X
Power Generator	X		X	X	X
Control Panel			X	X	X
Operation of Engine & Generator	X		X	X	X

SYSTEM EXERCISING

Generator operation off line	X		X	X	X
Generator operation on line ATS in the emergency position		X	X	X	X

MAINTENANCE

Fuel System-Replace fuel Filter				X	X
Lube Oil System-Change Oil & Filters, SOS, Clean Crankcase Breather				X	X
Air Induction & Exhaust System-Check, inspect turbo				X	X
Engine Safety Controls-Check Gauges & Switches				X	X
Power Generator-Lube Bearing				X	X
Control Panel-Vacuum & Clean				X	X
Connect Cat ET Software where applicable, record all events and clear memory.				X	X

SYSTEM CONDITIONING

Cooling System-Drain/Refill Coolant, Replace coolant hoses & Belts, Replace Thermostats					X
Starting System-Replace Batteries @, Alternator Belt					X

OPTIONAL SERVICES

Load Bank Test		*			
Megohmmeter Test				*	

* Performed As Recommended

Detailed Description of Service Levels

SERVICE LEVEL- WEEKLY / MONTHLY:

The weekly inspection and monthly exercise run is to be performed by the owner / user of the equipment. If equipment is intended to conform to NFPA 110 level 1, the exercising must be done in accordance with Chapter 6 paragraph 6-4.

The following descriptions are the services to be performed by dealer service technicians for inspection and maintenance service levels.

SERVICE LEVEL 1 (PM1):

Inspections performed semi-annually

General

Visual Inspection - Visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards, or other damaged components. note¹ Correct or adjust as necessary.

Cooling System

Radiator/Heat Exchanger - Visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly.

Coolant - Visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces.

Hoses and Connections - Visual inspection of all hoses for deterioration. Check tightness of all hose connections.

Fan Drive Pulley and Fan - Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.

Fan Belts - Inspect for wear or deterioration. Check tension and adjust as necessary.

Jacket Water Heater - Inspect for proper operation. Check thermostat setting for proper coolant temperature.

Water Pump - Visual and operational inspection for leaks or unusual noises.

Note ¹ Inspection may reveal damage to components that require immediate attention. Additional charges may apply.

PRODUCT SUPPORT AGREEMENT
Detailed Description of Service Levels - Exhibit A

Fuel System

Fuel Tank - Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.

Water Trap/Separator - Drain water from fuel tank or water separator.

Fuel Lines and Connections - Inspect for leaks and tight connections. Check line brackets.

Governor and Controls - Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.

Fuel Filters - Primary/Secondary - Inspect for damage, leaks, and proper operations. Clean primary filter screen.

Fuel Pressure - Operations check of gauge for correct pressure.

Air Induction and Exhaust System

Air Filter Service Indicator - Note reading. Inspect for proper operation. Reset indicator.

Air Filter – Inspect, Clean as necessary. Replace if needed at price of parts plus labor to install.

Air Inlet System - Inspect piping and air filter housing for damage, loose connections, and evidence of leaks. Clean air filter housing, Check housing seals and gaskets.

Turbocharger - Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.

Exhaust Manifold - Inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering... **note ²**, load bank recommendation may be necessary.

Exhaust System - Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

Lube Oil System

Oil Level - Inspect for correct oil level and contamination. Visually inspect unit for leaks.

Note ² Load bank testing will help seat piston rings and remove carbon deposits. Additional charges may apply.

Oil Pressure - Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.

Crankcase Breather - Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.

Scheduled Oil Sample - Obtain live oil sample for analysis.

Starting System

Batteries - Inspect for damage or leakage. Clean and tighten all battery cable connections.

Batteries - Specific Gravity - Check electrolyte level and specific gravity. Fill cells with distilled water as necessary.

Battery Charger - Inspect for proper operation, loose terminals, and deteriorated wiring.

Starting Motor - Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises.

Alternator - Inspect for proper operation, loose

connections, and mounting hardware. Check belts, pulleys, and voltage output.

Engine Monitors and Safety Controls

Safety Controls - Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.

Remote Annunciators and Alarms - Inspect and test all panel and system alarms for proper operation.

Power Generator

Slip Rings and Brushes - Remove and inspect brushes, clean slip rings. Adjust as necessary.

Space Heaters - Inspect for proper operation.

Control Panel

Start Controls - Manual/Auto - Operational check for proper operation.

PRODUCT SUPPORT AGREEMENT
Detailed Description of Service Levels - Exhibit A

Voltmeter - Operational check for correct readings. Check voltage level, voltage gain, and voltage droop adjustment.

Ammeter - Operational check for correct readings, if load is available.

Frequency Meter - Operational check for correct readings. Load and no load readings if possible.

Gas Engines

Gas Lines and Connections - Inspect for tight connections. Check line brackets.

Carburetor and Linkage - Inspect for proper operation, free of binding.

Magneto/Distributor and Ignition System - Check condition of ignition wires. Check magneto/distributor operation.

SERVICE LEVEL 2 (PM2):

Includes all service level one (1) inspections - **performed annually.**

Fuel System

Fuel Filter - Replace. Inspect for proper sealing and operation.

Lube Oil System

Oil and Filters - Change. Inspect all gaskets and seals. Cut open old filter for internal inspection.

S.O.S - Obtain live oil sample for analysis.

Crankcase Breather - inspect and clean.

Air Induction and Exhaust System

Turbocharger - Inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.

Engine Monitors and Safety Controls

Gauge Accuracy - Check oil pressure, water temperature, and alternator gauges for accuracy. **note³** Replace as necessary.

Generator

Generator Rear Bearing - Lubricate.

Vibration Isolators - Check for proper adjustment and condition.

Control Panel

Circuit Breakers - Inspect free movement.

Automatic Transfer Switch - Inspect.

Control Panel - Vacuum and clean.

Gas Engines

Fuel Filter - Replace.

Spark Plugs – Inspect Gap and clean or see Ignition System below.

Carburetor - Check operation, air/fuel ratio, and differential pressure. Adjust as necessary. Lubricate linkage.

Ignition System - Check for proper operation. If required by OEM Guidelines depending upon engine hours and operation, **Quote** as action needed item tune up ie. Replace Spark Plugs and Ignition Wires, Replace Ignition Cap and Rotor if needed.

SERVICE LEVEL 3 (PM3):

Includes all service level one (1) inspections and level two (2) maintenance service - **performed triennially.**

Cooling System

ELC - Drain, flush, replace coolant every six (6) years.

DEAC - Drain, flush, replace coolant every three (3) years.

Thermostats - Replace.

Fan Belts - Replace.

Hoses - Replace engine cooling system hoses.

Note ³ Defective instruments may require replacement. Additional charges may apply.

PRODUCT SUPPORT AGREEMENT
Detailed Description of Service Levels - Exhibit A

Starting System

Batteries - Replace lead acid batteries.
note⁴ -Check/Test NiCad batteries.

Alternator Belt - Replace.

OPTIONAL SERVICES

MEGOHMMETER TEST

Recommended Annually

Test main stator, main rotor, exciter stator, and exciter rotor.
Record data for reference.

LOAD BANK TEST

Recommended Annually

Test generator set with load banks for a minimum of two hours. Record data and note engine operating condition.

AUTOMATIC TRANSFER SWITCH

Maintenance and repair

Performed by original equipment manufacturer (OEM)

Note ⁴ Because Nickel Cadmium batteries have a long and varied life span, if used, they will not be replaced as part of this agreement, nor will the cost be contained within.

They will however be tested and the customer notified when the performance warrants their replacement.
(Appox. 15 years)



City of Rifle, Colorado
Utility Department

To: Tommy Klein, City Manager
Cc: Rifle City Council
From: Jared Emmert, Utilities Director
Date: 2/26/2024
Re: Wagner service agreement for water plant backup generator

Mr. Klein,

The water treatment facility uses the Wagner Equipment Company for preventive maintenance services on its 1,550 KW backup generator. The generator was manufactured by Wagner/Cat, and Wagner Equipment is the authorized service provider for that brand of generator. This arrangement is similar to Cummins being the authorized service provider for the Cummins/Onan generators at the Department's booster pump stations and wastewater treatment plant.

The quoted service agreement is for 24 months, at a total cost of \$25,801. This is the standard agreement that has been used since the plant was constructed. The service will include two site visits for minor and major scheduled maintenance in 2024 and 2025. An explanation and scope of work of the service visits is attached. Since Wagner Equipment is the only provider of Wagner/Cat generator service, this will be sole-source procurement.

Let me know if you have any questions or concerns.

Thank you,

Jared Emmert

Jared Emmert, Utilities Director



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Wagner Equipment Co	

2.	Vendor Address
	PO Box 17620, Denver, CO 80291

3.	For the Purchase of (description)
	Water plant backup generator service agreement

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$25,801.00	\$247,000	

5.	Dept. Name	General Ledger Acct #
	UTIL - WATER	310.4331.400.430

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

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

8.	Authorization Required	
	☒	City Manager
	☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Jared Emmert</i>	2/28/2024
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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



Agenda Item #8.c.

Agenda Item Name:

Consider Pre-Annexation Agreement to Allow Columbine Gymnastics to Connect to City of Rifle Sewer System

Presenter:

Patrick Waller, Planning Director

Item Description:

Pre-Annexation Agreement

Recommended Action:

Move to approve Pre-Annexation Agreement to Allow Columbine Gymnastics Property to Connect to City of Rifle Sewer System

Fiscal Impact:

The City will receive tap fees and out of city sewer rates for the property.

Operational Impact:

Minimal - the property owner will be responsible for bringing their service line to the sewer main.

Prior Board Motions:

None

Background Information:

The property is already connected to City of Rifle water services.

Executive Summary:

The applicant requests Council approval of out-of-city sewer service for a 1.3-acre property north of Hwy 6 & 24, 24207 Access Road (Parcel # 2177-172-06-012). The parcel is accessed from Access Road off of Hwy 6 & 24 and currently does have City of Rifle Water service. The applicant desires to connect to City of Rifle Sewer and discontinue the use of the existing septic system.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. March 6-2024 CC Deliverable Columbine Gymnastics Pre-Annexation Request

2. 20240306-Columbine Gymnastics Pre Annexation

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



MEMORANDUM

To: Rifle City Council
From: Geir Sverdrup, Senior Planner
Date: March 7, 2024
Subject: Request for Out of City Sewer Service @ 24207 HWY 6 & 24 in west Rifle
Applicant: Columbine Gymnastics 2024-011

REQUEST

The applicant requests Council approval of out-of-city sewer service for a 1.3-acre property north of Hwy 6 & 24, 24207 Access Road (Parcel # 2177-172-06-012). The parcel is accessed from Access Road off of Hwy 6 & 24 and currently does have City of Rifle Water service. The applicant desires to connect to City of Rifle Sewer and discontinue the use of the existing septic system.

LOCATION

The lot was created as a part of the Bryton Subdivision, an industrial subdivision platted in 1950 under the jurisdiction of Garfield County.



UTILITY AVAILABILITY

The existing building has an existing water service. The sewer mains are located south of Access Road and north of Hwy 6 & 24. The precise design of the proposed sewer tap will be the responsibility of the applicant, in coordination with the City Utility Department. The proposed service of the gymnastics building would be from the south side of the property.

BACKGROUND

Rifle Municipal Code requires an applicant to apply to City Council for sewer service outside of City limits. The current code language on this topic is somewhat restrictive, as it was written before construction of the City's new Water Treatment Plant. At that time plant capacity issues were of concern, as was the possibility of encouraging unwise growth in rural areas. Thus, the Code's criteria for approval of out-of-city water service are restrictive but still include flexibility for Council to approve or deny the application:

Sec. 13-1-50. - Service outside of City.

- (a) It is the policy of the City to decline to extend water service to property lying outside the corporate limits of the City, except for areas located within the Rifle Institutional Control Boundary, unless:

(1) the lack of municipal sewer creates a hardship upon the owner of the property;

Staff comment: The applicant's septic system is failing, and it is the policy of the city to minimize the number of septic system within our service area.

(2) the property is capable of being annexed to the City within a reasonable time, as determined by the City Council;

Staff comment: The property is eligible for annexation as it is contiguous with property within the City limits. It is uncertain when an annexation would be considered. However, Council may deem this "reasonable" in this situation for the reasons listed below in the Staff Recommendation.

(3) the owners, for themselves, their successors and assigns, sign a binding agreement to annex the property to the City at such time as it becomes eligible for annexation. The City expressly reserves the right, as may be limited by state or federal law, to impose such conditions as it may see fit relative to the furnishing of such service and to refuse such service in its discretion.

Staff comment: The owner has agreed to sign the pre-annexation agreement.

RECOMMENDATION

Staff recommends **APPROVAL** of this request for the following reasons:

1. The property contains two (2) existing structures proposed to be served by the sewer service. The use of the sewer main in this situation is not contributing to unwise growth outside of City limits. Additionally, a failing septic system will be decommissioned. The property will maintain its light industrial character as envisioned in the City's Comprehensive Plan.
2. The property can tap directly into an existing sewer main that serves the west Rifle area, meaning no new mains or additional responsibilities to the City's system.
3. With the capacity of the existing Water Treatment Plant, capacity is not a concern.
4. The finances of the Water Fund will be improved by allowing out-of-city water connections in circumstances where #1 and #2 (above) exist. Revenue is contributed to the system with no additional infrastructure and no negative impact to the City's Comprehensive Plan for growth.

CONTRACT TO PROVIDE SERVICES AND PRE-ANNEXATION AGREEMENT

THIS CONTRACT is made and entered into this 6th day of March 2024, by and between the CITY OF RIFLE, COLORADO, a municipal corporation (hereinafter "City") and LUXURY CUSTOM PAINTING, LLC, as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

WHEREAS, Owner desires to obtain the municipal service hereinafter described from the City, and the City is capable of providing such service; and

WHEREAS, the Owner's property, hereinafter described, is not presently capable or desirable of being annexed to the City of Rifle; however, at such time as Owners' property is eligible for annexation, Owners agree to annex the property to the City at the City's sole discretion; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of such services by the City.

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

1. Service Provided. The City agrees to provide Owners with the following municipal service: sewer. The City already provides water service to the Property.

2. Property Served. The City will provide said service to Owners' property (hereinafter "Property"), situate in the County of Garfield and State of Colorado, and described as Lot 11-12, Block C, Bryton Subdivision.

The street address of Owners' Property is: 24207 Highway 6 and 24, Rifle, Colorado 81650
Garfield County Assessor Parcel No.: 217717206012

3. Uses. The service described in Paragraph 1 shall be provided to the Property.

4. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Rifle as are now in effect, or as they may hereafter be amended. The cost of extending service lines will be borne by Owner, as provided in the Rifle Municipal Code. At or prior to the first delivery of municipal service pursuant to this Contract, Owner agrees to pay all system improvement fees at the out-of-City rate. Owners further agree to reimburse the City for all engineering, legal, and associated fees and costs it incurs in the review and implementation of this Contract. Owner and their agents, employees, and tenants shall be bound by all of the ordinances of the City of Rifle insofar as they may pertain to the provision of the municipal service herein described.

5. Service Charges. During the term of this Contract, Owner agrees to pay for the above-described municipal service at the rate and in the manner which may be provided by the Rifle Municipal Code for municipal utility consumers residing outside the City limits. The City reserves the right to modify these charges or regulations.

6. No Precedential Value. Nothing herein shall obligate the City to extend additional service to Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City.

7. Service Subject to Municipal Code; Termination for Breach. The extension of municipal service under this Agreement is subject to all requirements of the Rifle Municipal Code applicable to the supplying of such services now in effect or as hereafter amended. A failure by Owner to comply with all applicable provisions of the Rifle Municipal Code or with the terms of this Contract shall constitute a material breach, and the City shall be entitled to terminate this Contract upon such a breach and/or to discontinue the municipal services provided hereunder.

8. Annexation. To the maximum extent permitted by law, the parties agree that this Contract, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon Owner, their successors, and assigns to annex the Property as required under the terms hereof. At such time as the Property is eligible for annexation to the City, as prescribed by statute or ordinance and at the City's direction in its sole discretion, Owner shall submit a petition for annexation to the City to annex the Property to the City. Owner may annex their Property in conjunction with adjoining property owners; provided, however, that a petition for annexation is filed within sixty (60) days of the time Owner's Property becomes eligible for annexation. Owner shall pay all costs for review of the annexation petition, as required by the Rifle Municipal Code. The passage of time between the eligibility of the Property for annexation and the time the City requests Owner file a petition for annexation shall not constitute a waiver of the City's right to enforce, or estop the City from enforcing, Owner's obligations under this paragraph.

9. Payment of Impact Fees. Prior to the provision of services to the Property, Owners agree to pay the impact fees in effect at the time of execution prescribed by the Rifle Municipal Code and City Resolutions for the single-family residence to be constructed on the Property, including, but not limited to water rights dedication fee, parkland dedication fee, and offsite street impact fee. Owners further agree to pay at the time of annexation all applicable fees prescribed by Resolution, Ordinance or policy as may apply to annexations for any further development on the Property beyond the single-family residence contemplated by this Agreement.

10. Termination Upon Annexation. This Contract shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Contract. Upon termination after annexation, service to the Property shall be provided pursuant to the Rifle Municipal Code and all applicable rules and regulations. Until annexation, nothing herein shall be construed as obligating the City to provide expanded or additional services of any kind to the Property.

11. Districts. Owner, upon execution of this Contract and at any time thereafter, shall

join in any street, curb, sidewalk, or other improvement district which may be formed by the City and which affects the Property.

12. Reserved.

13. Failure or Refusal to Annex. In the event Owner fails to annex their Property to the City as required by this Contract, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Contract, discontinue providing municipal service(s) to the Property, or treat this Contract as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should Owner fail or refuse to annex as required under this Contract. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

14. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which Owner is required to be pay pursuant to this Contract and/or the Rifle Municipal Code. Such costs and fees include, but are not limited to, system improvement fees, user fees, recording, annexation, and staff review and document preparation fees and costs; and engineering and attorneys' fees.

15. Time of Connection. Owner shall, at their expense, connect to the offered City service pursuant to the Rifle Municipal Code within one (1) year of the date of execution of this Contract and said connection shall comply with the requirements of the City of Rifle Public Works Manual. In the event Owner does not make such connection within such one-year time period, this Contract shall be null and void and of no precedential value, and all parties relieved of all obligations hereunder; provided, however, that if the City physically connects the offered City service to Owner's Property after one (1) year, the fact of connection shall constitute a waiver of the time limit contained in this paragraph, and a bonafide purchaser of Owner's Property shall be entitled to rely thereon.

16. No Guarantee of Fire Flows. Nothing herein shall be construed to obligate the City to provide adequate fire flows for residences or developments outside the City which receive City water or sewer services hereunder.

17. Miscellaneous. The parties agree time is of the essence in the implementation of this Contract. All of the terms and conditions of this Contract shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Contract constitutes a covenant which runs with the real Property. This Contract sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Contract.

18. Recording; Fees. The City shall record this Contract upon execution. Owner shall simultaneously with the execution of this Contract tender to the City the actual amount of recording fees. (Checks shall be payable to the Garfield County Clerk and Recorder.)

19. Affidavits. Upon completion or satisfaction by Owner, or their successor in title, of all of the terms and conditions of this Contract, the City Manager is authorized to prepare an affidavit to that effect, which Owner may record with the Garfield County Clerk and Recorder. If Owner does not connect to the offered City services within the time limit stated herein, the City shall have the right to record a notice of the termination of this Contract.

20. Regulatory Jurisdiction. The City shall have the right to terminate this Contract in its sole discretion in the event the Colorado Public Utility Commission, the Garfield County Commissioners, or any other governmental entity or body asserts regulatory jurisdiction over the rates, fees, or charges the City imposes pursuant to this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

OWNER:
LUXURY CUSTOM PAINTING, LLC

By: _____
Name: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____,
2024, by _____ authorized representative of Luxury Custom
Painting, LLC.

WITNESS my hand and official seal.

Notary Public



Agenda Item #8.d.

Agenda Item Name:

Consider Approving Resolution 7, Series 2024, Adopting Vision and Mission Statements

Presenter:

Tommy Klein, City Manager

Item Description:

Consider approving Resolution 7, Series 2024, adopting vision and mission statements

Recommended Action:

Move to approve Resolution No. 7, series 2024, adopting the vision and mission statements for our City.

Fiscal Impact:

The statements will provide guidance on the type of projects the City will complete in the future.

Operational Impact:

The vision and mission statements will guide staff as we all work to ensure Rifle remains a strong community with clear goals and objectives.

Prior Board Motions:

N/A

Background Information:

Please see the Executive Summary.

Executive Summary:

Section 3.12 of the City of Rifle Charter requires the City Council to hold at least annually a strategic planning session with department heads and key employees to review, confirm and modify a vision statement, mission statement and goal statements of the City. Council and staff held strategic planning meetings on February 23 and 24 of 2024. A mission and vision statement were drafted at the meetings. A resolution to formally adopt the statements is attached for Council's consideration.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Resolution No. 7-Vision and Mission Statement

CITY OF RIFLE, COLORADO
RESOLUTION NO. 7
SERIES 2024

A RESOLUTION OF THE CITY OF RIFLE, COLORADO ADOPTING A
VISION STATEMENT AND MISSION STATEMENT FROM THE 2024
STRATEGIC PLANNING SESSION.

WHEREAS, Section 3.12 of the City of Rifle Charter requires the City Council to hold at least annually a strategic planning session with department heads and key employees to review, confirm and modify a vision statement, mission statement and goal statements of the City; and

WHEREAS, the City Council held its 2024 strategic planning session at the Colorado Mountain College Rifle Campus on February 23 and 24, 2024; and

WHEREAS, the City Council desires to formally adopt the Vision Statement and Mission Statement agreed upon at that strategic planning session.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The City Council hereby adopts the following Vision Statement for the City of Rifle:

The vision of the City of Rifle is to cultivate a resilient community, preserving our hometown values while fostering economic diversity and responsible growth.

3. The City Council hereby adopts the following Mission Statement for the City of Rifle:

The mission of the City of Rifle is to maintain a strong community by providing quality services with integrity.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 6th day of March 2024.

ATTEST:

CITY OF RIFLE, COLORADO

By _____
City Clerk

By _____
Mayor



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
03/01/2024

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 03.01.2024 Report to City Manager
2. 2024 Monthly Building Report - Jan

WORK REPORT TO CITY MANAGER

03.01.2024

PUBLIC WORKS

- Veteran's Memorial, Phase I Beautification: received topo from surveyor; plans in progress – 30%
- CAD renderings and development of specifications of the City of Rifle Specifications Manual, in progress 10% on drawings; 95% on specifications
- FMLD mini-grant for purchase of Infrared Asphalt Patcher: complete
- Grand Mesa Water Treatment Plant Demolition - Demolition progress: 85%; restoring the site and grade: 0%
- GIS: ongoing work with Utilities to map lead water service; working to correct an addressing error; mapping utility information.

Fleet

- Normal fleet maintenance operations.
- Awaiting a PECO Tech to diagnose power issues with Volvo wheel loader – PECO is absorbing the cost of diagnosis.
- 4V37 upfit at GreyCO: 100%
- Preparing vehicles for Winter/Spring Auction
- Repair of Parks Maintenance boom lift: complete
- Repair of Med-Duty snowplow (1145): hydraulic issue

Operations & Maintenance

- Repair of damaged curb/gutter in 300 Block of E. 10th St.:
- Repaired transverse pavement cuts at Railroad Ave & 5th St intersection. Note this is part of the improvements to Martinez Western Project at that location.
- Started drainage culvert fix on Ute Ave near senior housing. Completion: 15%

Two-week work Forecast

- Snow and its removal
- Concrete valley pan removal and replacement, weather permitting
- CAD work on PW Manual drawings and Veteran's Memorial Beautification Plans
- Shop for heavy haul truck for Wastewater Facility

CITY OF RIFLE BUILDING PERMIT REPORT

January 2024

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	Building Permit Fees	Plan Review Fees	Offsite Street Impact Fees	Parkland Dedication Fees	Waste Water System Improvement Fees	Water System Improvement Fees
January	32	2	2	0	1	29	\$ 1,568,359.86	\$ 33,199.84	\$ 13,481.23	\$ 4,918.31	\$ 8,242.17	\$ 3,660.89	\$ 25,809.19	\$ 25,784.93
Year to Date	32	2	2	0	1	29	\$ 1,568,359.86	\$ 33,199.84	\$ 13,481.23	\$ 4,918.31	\$ 8,242.17	\$ 3,660.89	\$ 25,809.19	\$ 25,784.93
2023	20	5	5	0	3	14	\$ 4,671,246.73	\$ 75,090.52	\$ 28,158.06	\$ 15,268.26	\$ 8,562.24	\$ 13,465.23	\$ 35,140.15	\$ 51,877.10

Permit No	Parcel No	Date Paid	Address	Applicant	Zone	Permit Type	Valuation	Use Tax	Building Permit Fees	Plan Review Fees	Offsite Street Impact Fees	Parkland Dedication Fees	Waste Water System Improvement Fees	Water System Improvement Fees
001234	217709120016	1/12/2024	1356 Clover Ct	Suarez Construction	Low Den	Res New	\$ 471,695.00	\$ 10,023.50	\$ 3,075.24	\$ 1,998.91	\$ 4,139.74	\$ 3,660.89	\$ 6,001.51	\$ 6,092.75
001239	217718201005	1/11/2024	110 Gas Court	TPI Industrial Inc	LI	Comm New	\$ 288,712.07	\$ 6,135.13	\$ 2,050.54	\$ 1,332.85				
001284	217716205001	1/18/2024	422 W 4th St	Osvaldo & Linda Marquez	CBD	Fence	\$ 3,000.00	\$ 63.75	\$ 25.00					
001311	217716423013	1/4/2024	751 Smith St	Atlata Solar Center	CS	Solar	\$ 17,982.50	\$ 382.12	\$ 293.01					
001312	217716423013	1/4/2024	753 Smith St	Atlata Solar Center	CS	Solar	\$ 17,982.50	\$ 382.12	\$ 293.01					
001313	217716423013	1/4/2024	755 Smith St	Atlata Solar Center	CS	Solar	\$ 17,982.50	\$ 382.12	\$ 293.01					
001326	217716114008	1/3/2024	436 E 2nd St	Armand Construction	LDR	Res Improv	\$ 20,000.00	\$ 425.00	\$ 321.25					
001328	217709110005	1/29/2024	1749 Anvil View Ave	Foundation Repair of Western CO	Low Den	Res Foundation	\$ 5,369.96	\$ 114.07	\$ 116.43					
001332	217704100009	1/22/2024	225 E 30th St	FCI Constructors Inc.	Medium	Water Meter							\$ 13,806.17	\$ 13,599.43
001345	217710304009	1/25/2024	1428 Jays Dr	Lifetime Energy	LDR	Solar	\$ 30,000.00	\$ 637.50	\$ 441.75					
001346	217710210083	1/25/2024	1299 E 17th St	Lifetime Energy	LDR	Solar	\$ 20,000.00	\$ 425.00	\$ 321.25					
001348	217709130013	1/3/2024	1657 Walnut Loop	JBS Construction	LDR	Res New	\$ 273,679.72	\$ 5,815.66	\$ 1,966.36	\$ 1,278.13	\$ 4,102.43		\$ 6,001.51	\$ 6,092.75
001353	217717100025	1/5/2024	1014 Access Road	Watkins Construction	CS	Comm Improv	\$ 25,000.00	\$ 531.25	\$ 391.25	\$ 254.31				
001354	217709121086	1/24/2024	1493 Rifle Heights Dr	Baldomero Olivas	LDR	Fence	\$ 1,214.00	\$ 25.80	\$ 25.00					
001355	217717102012	1/12/2024	413 Elm Ave	Porticade Construction LLC	Low Den	Solar	\$ 31,842.24	\$ 676.64	\$ 460.36					
001356	217717114002	1/5/2024	1011 W 5th St	Porticade Construction LLC	Low Den	Solar	\$ 30,750.00	\$ 653.44	\$ 449.33					
001357	217717118001	1/12/2024	1043 W 3rd St	Porticade Construction LLC	Low Den	Solar	\$ 54,807.60	\$ 1,164.63	\$ 677.40					
001358	217714304006	1/8/2024	3136 Baron Lane Ste A-F	A-1 Heating and Cooling	LI-PUD	AC/Heater Unit	\$ 7,396.40	\$ 157.17	\$ 25.00					
001359	217710306004	1/30/2024	1466 E 12th St	Renewal By Anderson	Low Den	Window/Door	\$ 32,411.00	\$ 688.71	\$ 466.10					
001360	217704305028	1/26/2024	333 W 27th St	Porticade Construction LLC	Low Den	Solar	\$ 43,995.60	\$ 934.87	\$ 583.11					
001362	217704431018	1/26/2024	2410 Acacia Ave	Porticade Construction LLC	Low Den	Solar	\$ 32,151.00	\$ 683.19	\$ 463.48					
001364	217717108008	1/30/2024	240 Elm Ave	Renewal By Anderson	LDR	Window/Door	\$ 14,900.00	\$ 316.63	\$ 249.85					
001366	217704203028	1/31/2024	556 W 29th St	Soco Solar & Power LLC	Low Den	Solar	\$ 8,500.00	\$ 180.63	\$ 160.25					
001367	217717100025	1/24/2024	1014 Access Road	A-1 Heating and Cooling	CS	AC/Heater Unit	\$ 43,618.92	\$ 926.88	\$ 25.00					
001368	217709116028	1/25/2024	1821 Birch Ave	A-1 Heating and Cooling	Low Den	AC/Heater Unit	\$ 16,367.70	\$ 347.78	\$ 25.00					
001369	217709202004	1/29/2024	2000 Railroad Ave	Maria Gonzalez	LI	Comm Improv	\$ 3,000.00	\$ 63.75	\$ 83.25	\$ 54.11				
001370	217709309005	1/25/2024	808 Park Ave	A-1 Heating and Cooling	MDRX	AC/Heater Unit	\$ 16,514.89	\$ 350.92	\$ 25.00					
001371	217704349016	1/29/2024	2413 Fairway Ave	Northwest Colorado Council	MDR	Furnance/Boiler	\$ 3,000.00		\$ 25.00					
001372	217704300007	1/29/2024	200 W 20th St B-13	Northwest Colorado Council	MDR	Furnance/Boiler	\$ 3,000.00		\$ 25.00					
001373	217709435007	1/25/2024	826 Cedar Dr	Dabella Exteriors	Low Den	Reroof	\$ 9,216.26	\$ 195.84	\$ 50.00					
001374	217709102012	1/29/2024	1525 Arabian Ave	A-1 Heating and Cooling	Low Den	AC/Heater Unit	\$ 5,950.00	\$ 126.44	\$ 25.00					
001375	217709430009	1/26/2024	520 Aspen Ave	Redeemed Roofing LLC	Low Den	Reroof	\$ 18,320.00	\$ 389.30	\$ 50.00					

Total= \$ 1,568,359.86 \$ 33,199.84 \$ 13,481.23 \$ 4,918.31 \$ 8,242.17 \$ 3,660.89 \$ 25,809.19 \$ 25,784.93

Valuation Statistics Total For January					
Single & Two Family New	\$ 745,374.72	Multifamily New	\$ -	Commercial New	\$ 288,712.07
Single & Two Family Other	\$ 506,273.07	Multifamily Other	\$ -	Commercial Other	\$ 28,000.00
Single & Two Family Total	\$ 1,251,647.79	Multifamily Total	\$ -	Commercial Total	\$ 316,712.07

*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



Agenda Item #9.a.i.

Agenda Item Name:

City Manager's Resignation Letter

Presenter:

Tommy Klein, City Manager

Item Description:

City Manager's resignation letter.

Recommended Action:

None

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Tommy Klein's Resignation Letter

February 26, 2024

City Council
c/o City of Rifle
202 Railroad Ave.
Rifle, CO 81650

Dear Honorable Council:

After careful deliberation, I have concluded it is in the best interest of my family's personal circumstances for me to resign from my position as City Manager. The decision was very difficult to make. Kimberly and I moved to Rifle with the intention of living the remainder of our lives in this community. We both love Rifle and the people who live here. Leaving the community is necessary for us to take care of family obligations. Please know that we made attempts to overcome challenges our family is facing in an effort to remain in Rifle.

My last day will be April 1, 2024, but I am willing to remain in the position longer if Council decides it would be beneficial to complete a transition.

I have immensely enjoyed working with Council, staff, and the citizens of Rifle. The City is well-positioned for continued success, and I am committed to ensuring a smooth transition during my remaining time with Rifle.

Thank you for the opportunities you and the Rifle family have afforded Kimberly and me. Rifle will always be home to us.

Respectfully,



Tommy Klein



Agenda Item #9.b.

Agenda Item Name:

Declare Item as Surplus

Presenter:

Tommy Klein, City Manager

Item Description:

Declare Item as Surplus

Recommended Action:

None

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

The Manager wishes to declare an antique ballot box as surplus and donate it to the Rifle Heritage Center.

Executive Summary:

The Manager wishes to declare an antique ballot box as surplus and donate it to the Rifle Heritage Center. Please see the attached memo.

Notification Requirements:

The Manager must notify Council when items are declared as surplus.

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Ballot Box Donation



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: TOMMY KLEIN, CITY MANAGER
DATE: FEBRUARY 28, 2024
RE: SURPLUS ITEM

The City plans to donate an antique ballot box to the Rifle Heritage Center. Online estimates to purchase similar boxes range from \$260.00 to \$800.00. The ballot box was stored in our basement and staff believes that donating the piece to the museum would afford citizens an opportunity to appreciate the ballot box.

Per Municipal Code Sec. 4-3-610, items that cost under \$25,000 may be declared surplus and disposed of by the City Manager. Code requires Council notification when items are declared surplus.