



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

May 1, 2024
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Rifle Municipal Code Amplified Noise Discussion
- b. Discussion of Property Purchase For Park Avenue Bridge Extension

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)
*(Reserved for general comments or items on the agenda that are not a public hearing)
- 5. **Consent Agenda**
 - 5.a. Consider Minutes of the April 17, 2024 Regular Meeting
 - 5.b. Consider Ordinance No. 9, Series of 2024 to Amend Article III of Chapter 10 of the Rifle Municipal Code To Expressly Provide that In-Person Communications May Constitute Harassment - 2nd Reading
 - 5.c. Consider Ordinance No. 10, Series of 2024 to Amend the Rifle Municipal Code Regarding Accessory Dwelling Units in Commercial and Light Industrial Zones - 2nd Reading
 - 5.d. Consider Ordinance No. 11, Series of 2024 to Amend the PUD for the Property - 2nd Reading
 - 5.e. Consider Ordinance No. 12, Series of 2024 for the Final Plat - 2nd Reading and Subdivision Improvement Agreement
 - 5.f. Consider Report of Changes - Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #921 To Kum & Go, LC dba Maverik 5011

5.g. Consider Report of Changes - Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #922 To Kum & Go, LC dba Maverik 5012

5.h. Consider Report of Changes - Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #4923 To Kum & Go, LC dba Maverik 5031

6. Action, if any, on Workshop Items

7. Presentation

7.a. Consider Proclamation Recognizing National Police Week

8. Regular Agenda

8.a. Consider the Appointment of Kathy Brittain to the Rifle Housing Authority Board

8.b. Consider Awarding Bid to Martinez Western Constructors for the Construction Services for Railroad Avenue Rehabilitation Project

8.c. Consider Resolution No. 12 Series of 2024 - Contract for Property Purchase as part of the Park Avenue Extension

9. Administrative Reports

9.a. Report to City Manager

9.b. March 2024 Traveler Monitoring Report

10. Comments from Mayor and Council

11. Adjournment



Agenda Item #a.

Agenda Item Name:

Rifle Municipal Code Amplified Noise Discussion

Presenter:

Patrick Waller, Interim City Manager

Item Description:

Workshop Discussion

Recommended Action:

No action needed for a workshop item

Fiscal Impact:

N/A

Operational Impact:

The Rifle Police Department is responsible for enforcing the noise ordinance in the Rifle Municipal Code.

Prior Board Motions:

The code was amended in 2022 to update the noise requirements in commercial and industrial locations.

Background Information:

The previous update did not include changes to the residential section of the R.M.C. regarding noise.

Executive Summary:

The Rifle Municipal Code restricting noise in residential areas reads as follows:

"No person shall operate an amplified sound device in a residential zoned which produces an audible sound more than three hundred (300) feet beyond the private property boundary containing the amplified sound device, nor shall any such operation produce an audible sound more than one hundred (100) feet beyond such property between the hours of 12:00 a.m. and 7:00 a.m. For purposes of this Subsection, the owner of the property, or the leaseholder of such property if leased, shall be presumed to be the operator of an amplified sound device upon such property."

The Court Administrator and a police department representative will be available to discuss current practices and to answer Council questions.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Interim City Manager

Attachments:

None



Agenda Item #b.

Agenda Item Name:

Discussion of Property Purchase For Park Avenue Bridge Extension

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Discussion of Property Purchase For Park Avenue Bridge Extension

Recommended Action:

Action will be in Regular Agenda

Fiscal Impact:

Purchase of this property has not been budgeted. Staff recommends paying for the purchase out of the General Fund.

Operational Impact:

The project does add more streets and a bridge to Rifle's current inventory but is seen as an essential addition so the increased operational impacts are justified.

Prior Board Motions:

Previous plans adopted by Council including the Rifle Comprehensive Plan recommended the Park Avenue extension.

Background Information:

The Park Avenue bridge has been critical in City Master Plans dating back to 2003. The Park Avenue extension is a key to traffic and multimodal transit as well as the functionality of Rifle's downtown. The City has recently received a \$4M grant from the Department of Local Affairs to construct the Park Avenue Bridge, Park Avenue, the waterlines that border the project, and the continuation of the Rifle Creek trail.

Executive Summary:

Based on all previous studies of the area, the Park Avenue extension is critical to all types of traffic and the viability of downtown. Traffic in and out of Rifle is constrained primarily to Railroad Avenue and Whiteriver Avenue. The Park Avenue extension adds an additional collector street to alleviate congestion. The Park Avenue extension is the only opportunity to do this. Acquisition of Right of Way is essential to completing this and the City has an opportunity to acquire the Right of Way in a method that is fair and amicable. Because of the grant funding for the improvements the extension can now be done with less City dollars than ever before and likely will never have such an opportunity in the future.

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Interim City Manager

Attachments:

1. Memo_Park Ave Extension and ROW Acquisition_4.25.24

ENGINEERING



TO: Patrick Waller
FROM: Craig Spaulding
DATE: April 24, 2024
RE: Acquisition of Land Necessary to Construct the Park Avenue Bridge

The purpose of the following memo is to outline the purchase of 415 W 2nd Street and 419 W 2nd Street which are necessary for the construction of the Park Avenue Bridge.

Background:

The Park Avenue bridge has been critical in City Master Plans dating back to 2008. The Park Avenue extension is a key to traffic and multimodal transit as well as the functionality of Rifle's downtown. The adopted master plans that call out the Park Avenue Bridge are listed below:

- Downtown Transit Oriented Development Strategic Plan, January 2014
- CITY OF RIFLE BIKE MASTER PLAN October 2013
- Rifle Comprehensive Plan 2019
- Rifle Downtown Master Plan
- Downtown Rifle West End: Urban Renewal Plan
- City of Rifle Transportation Master Plan

The City has recently received a \$4M grant from the Department of Local Affairs to construct the Park Avenue Bridge, Park Avenue, the waterlines that border the project, and the continuation of the Rifle Creek trail.

Discussion:

As outlined by all of the previous studies performed by the City since 2008, the Park Avenue Extension is a necessity for Rifle's transportation and downtown. The grant received from the Department of Local Affairs makes the bridge and extension a reality. To construct the bridge and the northern connection to West Third Street Right of Way (ROW) is required. The following is the process in which the ROW has began acquisition.

1. When the Rifle Apartments project was first discussed in 2023 the owner of the lots needed for the Park Avenue Extension were approached. At the time the only method of acquiring ROW presented to the City was to buy all of the lots including the lot with the building.
2. A short time after, a developer approached the City about the lots and potential Right of Way needs. The developer eventually purchased two lots including the lot with the

existing structure. The ROW needs were discussed during the due diligence period of the developer's purchase and the ROW and improvements were seen as mutually beneficial.

3. In April of 2024 a grant to construct the bridge and southern portion of Park Avenue was received.
4. With the grant the ROW became necessary and the owner of the lots necessary to construct the bridge was re-approached.
5. The owner stated that they had spoken to an appraiser and were planning to list the lots.
6. The City requested that the county appraisal could be used and the final number ended below the 2022 appraisal number which was \$175,000 for both lots.

Attached is an exhibit showing the ROW to be acquired as well as the proposed Park Avenue alignment. It should be noted that the lots are being acquired in their entirety. This is primarily because that was the only way that the seller was interested in conveying the lots and because the deal was amicable and below the 2022 appraisal the City had no objections to this. This also provides ample room for not only the right of way but also the space needed to construct the bridge and eventual ROW and/or easement to maintain the bridge. Looking at comparable real estate the improved lot will be worth more than the purchased price. This means that selling or developing the remaining lot would net a positive number or at a minimum break even.

The funding of the transaction is proposed to be with the General Fund which was not included in the 2024 budget but the appropriations are available without the need for a supplemental. The transaction for the property will take a purchase request that will be approved by council after the contract has been signed. It should be noted that using the county assessor's appraisal does ensure the City is paying a fair price. After the improvements have been made, primarily with grant funding, the remaining real estate will be equal or greater in value than the original purchase.

Conclusion

Based on all previous studies of the area, the Park Avenue extension is critical to all types of traffic and the viability of downtown. Traffic in and out of Rifle is constrained primarily to Railroad Avenue and Whiteriver Avenue. The Park Avenue extension adds an additional collector street to alleviate congestion. The Park Avenue extension is the only opportunity to do this. Acquisition of Right of Way is essential to completing this and the City has an opportunity to acquire the Right of Way in a method that is fair and amicable. Because of the grant funding for the improvements the extension can now be done with less City dollars than ever before and likely will never have such an opportunity in the future.

Exhibit A Concept of Park Ave Extension and ROW Acquisition

See next page

Exhibit A: Concept of Park Ave Extension and ROW Acquisition

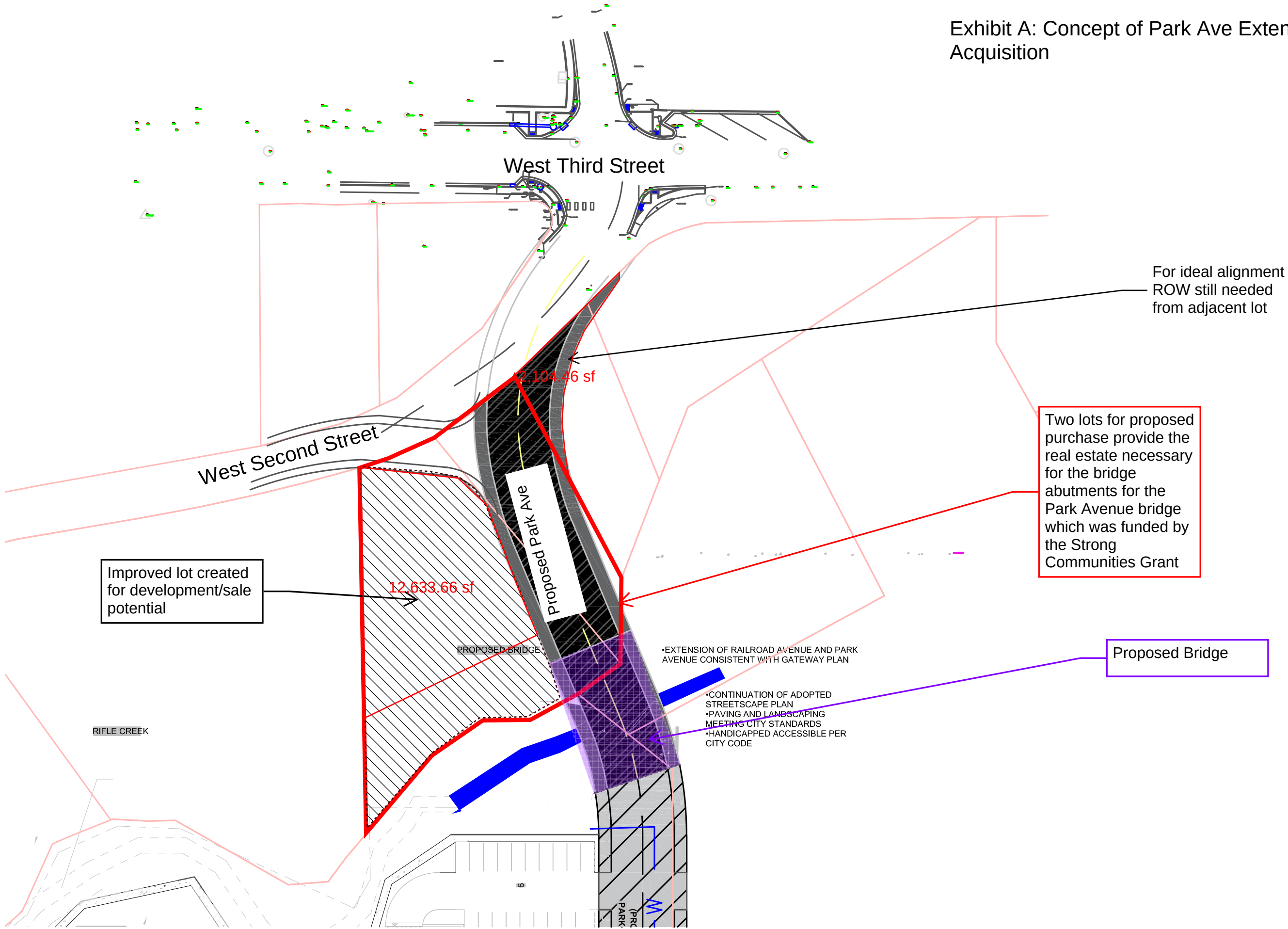


Exhibit B: Park Avenue References from the Downtown Transit Oriented Development Strategic Plan, January 2014

“Park Avenue Extension

The extension of Park Avenue from West 3rd Street to Centennial Parkway (Action Plan project 1) will provide a critically important improvement in the connectivity of the downtown street and multimodal network. However, this project has little constituency today because the future need is not obvious and the adjacent properties are not redeveloping. For that reason, the project is shown in the Action Plan with a “long term” implementation timeframe. However, at some point one of the properties in the area generally west of the Brenden Theater will come in for development approval and at that point the City will revisit the design and funding of this key link. The project is basically “shovel-ready” with conceptual design complete. However, right of way acquisition will involve several property owners”

Gateway Charrette

A one day charrette was held with the project team and Grant Project Steering Committee Members to refine conceptual designs for the Gateway roundabout, Centennial Parkway, Park Avenue and the Creekside South Opportunity Site based on new developments since the April, 2012 charrette. The major outcomes of the Gateway Charrette were to focus design work for Phase II of the project on streets that would support adjacent redevelopment (such as Centennial Parkway, Railroad Ave, Park Ave and 2nd Street) and to make improvements that would visually enhance the Gateway into downtown. Design recommendations included improving pedestrian and bicycle facilities and converting Centennial Parkway into a boulevard.

Exhibit C CITY OF RIFLE BIKE MASTER PLAN October 2013

Project Name	Brief Description
MULTIMODAL STREET IMPROVEMENT PROJECTS	
Park Ave Extension	Extend Park Ave south from Third Street to Centennial Pkwy
Rifle Gateway	New roundabout, highway realignment, and new recreational park in the Gateway area east of Railroad Ave
Centennial Parkway Street Improvements	Drainage and multimodal street improvements on Centennial Parkway from Railroad Ave to Rifle Creek

Introduction

DOWNTOWN RIFLE TRAILS AND OPEN SPACE DIAGRAM | DRAFT PLAN DOWNTOWN RIFLE TOD STRATEGIC PLAN



PARK AVENUE - Designate Park as a north/south route by providing directional signage and sharrow pavement markings. Park Avenue is proposed to be extended across Rifle Creek to connect with Centennial Parkway as its southern terminus.

Exhibit D Rifle Comprehensive Plan 2019

RECOMMENDATIONS FOR TRANSPORTATION 1. Alternate Routes to Railroad Avenue. One of Rifle's major challenges is that the topography funnels much traffic to one crossing of the Colorado River and I-70 at the Rifle Gateway/Exit 90. Only two major north-south routes exist through the City: Railroad Avenue and Whiteriver Avenue. The Hwy 13 bypass is another alternative route to Railroad Avenue, but is not convenient to most residential areas.

Thus a key recommendation of the Transportation Master Plan is the construction of alternative routes to prevent congestion on Railroad Avenue and the Gateway. The Transportation Master Plan recommends several projects that provide street network connectivity and alternatives to Railroad Avenue (see map on Page 20): Gateway Roundabout and Master Plan (see page 22) Park Avenue connection to Centennial Park"

"E. Park Avenue Extension (#1) and Rifle Creek Trail Extension (#11) are important improvements in conjunction with development of the Martin Property. The Park Avenue Extension is an important traffic link that will relieve congestion on Railroad Avenue. Conceptual plans for the Park Avenue extension have been completed by Colorado River Engineering."

Exhibit E Rifle Downtown Master Plan

Urban Renewal Area Plan: Key Findings The proposed land uses section of the plan recommends using the Valley Lumber property to create a catalytic redevelopment project. Further, the plan calls for the entire land area bound by West Avenue, Highway 6/24, Rifle Creek and 3rd Street to be redeveloped as an extension of the downtown core of Rifle and for a southern extension of Park Avenue to Highway 6/24.



“The Second Street corridor between East Avenue and the future Park Avenue extension forms the City’s most visible and important opportunity for major redevelopment to expand and enhance the downtown.”

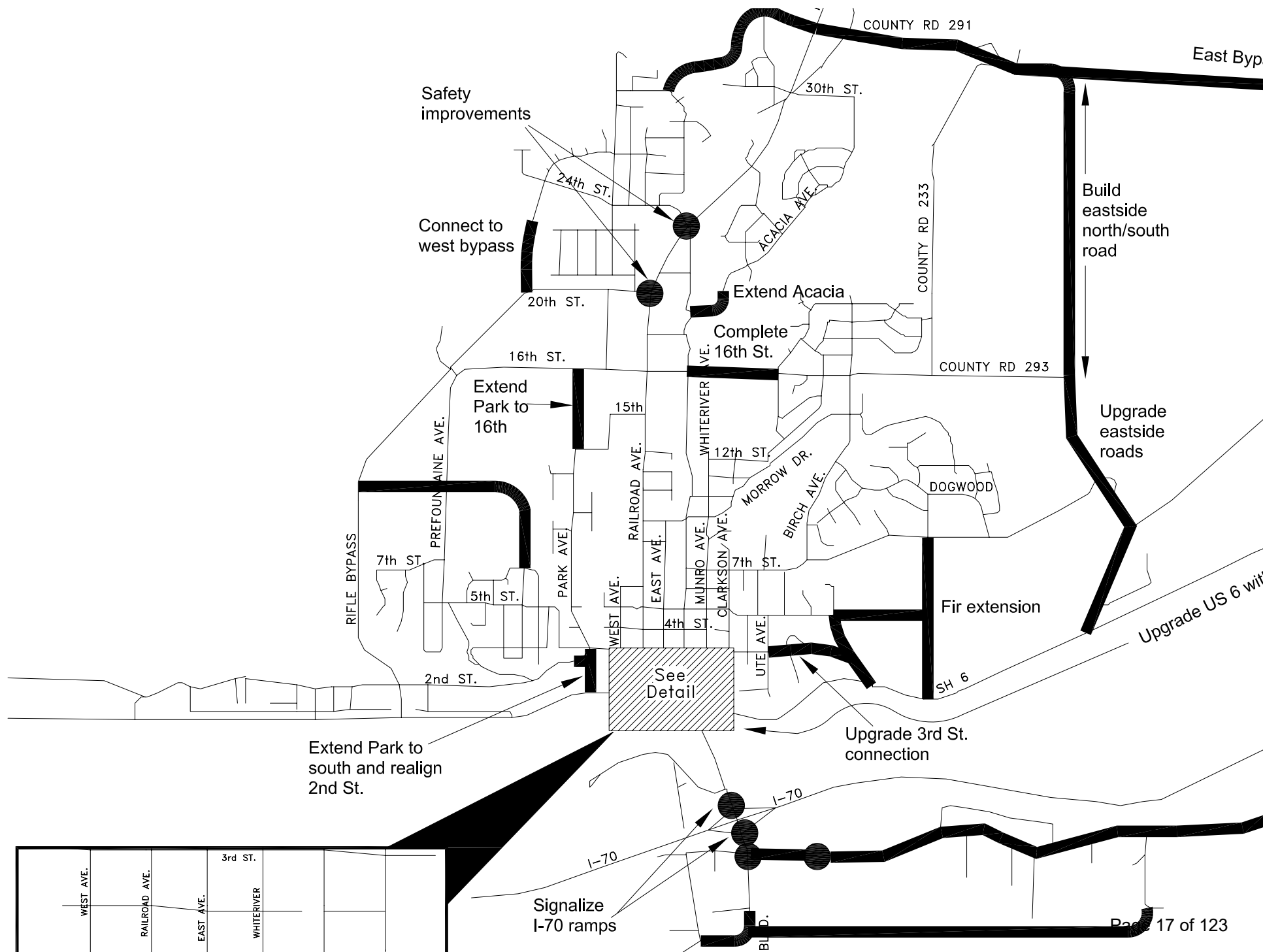
“White River Avenue and Park Avenue should function as local alternatives to Railroad Avenue that provide north/south connections through the City from Highway 6/24.”

Exhibit D Downtown Rifle West End: Urban Renewal Plan

“In particular, Park Avenue that currently ends at 3rd Street to the north of Rifle Creek will bridge the creek and connect directly to 1st Street. This new connection will create a four-way, signalized intersection at Park and 1st , allowing for retail and mixed use commercial to locate in the area. In addition, the Valley Lumber site will become a high density, mixed use town center with an emphasis on entertainment, dining and retail options.”

Exhibit E City of Rifle Transportation Master Plan

See next page



WEST AVE.	RAILROAD AVE.	EAST AVE.	WHITERIVER	3rd ST.					



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the April 17, 2024 Regular Meeting

Presenter:

Alexis Ramirez, Interim City Clerk

Item Description:

Consider Minutes of the April 17, 2024, Regular Meeting

Recommended Action:

Move to approve the minutes of the April 17, 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 April 17, 2024, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Interim City Clerk

Attachments:

1. 04.17.2024 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

April 17, 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 Karen Roberts, Councilor Joe Carpenter, Councilor Brian Condie, Councilor Alicia Gresley, Councilor Chris Bornholdt and Mayor Sean Strode.

Councilor Brian Condie moved to excuse Councilor Clint Hostettler from the council meeting; seconded by Councilor Karen Roberts.

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

No – None.

Others Present:

Interim City Manager Patrick Waller, Interim City Clerk Alexis Ramirez, City Attorney Jim Neu, Rifle Cable 10 Manager (RCTV) Michael Churchill, Procurement and Grant Reporting Manager Iris Trevisano, Chief of Police Debra Funston, Planner Geir Sverdrup, Main Street Manager Kim Burner, Parks and Recreation Director Austin Rickstrew, Court Administrator Kathy Pototsky, John Lepkowski on behalf of Susan Nichols, Aaron Axel, Mark Haes, Trish O’Grady, Jamie Roark, Caleb Robinson on behalf of Ken Piper, Salome Gonzales, Matthew Star, Trudy Lowery, Daniela Herrera, Maria Rada, Harold Martinez, Terry Davis, Erin Murphy, John Kuersten and Helen Rogers.

PUBLIC COMMENT

Public Comments were heard from John Lepkowski on behalf of Susan Nichols, Aaron Axel, Mark Haes, Trish O’Grady, Jamie Roark, Caleb Robinson on behalf of Ken Piper, Salome Gonzales, and Matthew Star.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Minutes of the April 3, 2024 Regular Meeting
- B. Consider Liquor License Renewal for Rifle Tequila’s dba Tequila’s
- C. Consider Resolution No. 11, Series of 2024 – Designating Persons Authorized to Sign Checks for the City of Rifle
- D. Consider Declaration of Fleet Vehicles as Surplus and Auction

Councilor Brian Condie moved to approve Consent Agenda Item A, B, C and D; seconded by Councilor Alicia Gresley.

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

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No – None.

PRESENTATION

Present Proclamation Recognizing Earth Day

Parks and Recreation Director Austin Rickstrew and Helen Rogers presented a request to consider the recognition of Earth Day with a Proclamation. The first Earth Day was celebrated back in 1970 with the purpose of uniting people with a common goal. The goal was to raise awareness of the need to protect Earth's natural resources for future generations. Earth Day will be celebrated on April 20th, 2024 and extends an invitation to the community to join the clean-up activity along Centennial Park and Rifle Creek.

Parks and Recreation Director Austin Rickstrew and Helen Rogers answered questions for Council.

Councilor Chris Bornholdt moved to approve the Earth Day Proclamation as written for the April 20, 2024 Celebration at Centennial Park; seconded by Councilor Karen Roberts.

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

No – Joe Carpenter and Brian Condie.

PUBLIC HEARING

(Acting as Liquor Licensing Authority) Public Hearing - Consider Application by Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa for a Beer & Wine Liquor License at 124 W. 3rd St. Rifle

Mayor Sean Strobe opened the public hearing.

Applicants Maria Rada and Daniela Herrera were sworn in and present for the request on the Beer and Wine liquor license application submitted for Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa located at 129 W. 3rd Street Rifle, CO.

Interim City Clerk Alexis Ramirez provided an overview of the Beer and Wine liquor license application received on March 5th, 2024, for Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa. The public hearing for this application was properly noticed, the application is complete, the appropriate fees have been paid and a petition that reflected the neighborhood's needs and desires were also submitted. The application was submitted to the State of Colorado Liquor Enforcement Division on March 15, 2024, for Concurrent Review. Inspection of the premise will be conducted before the license is issued. Staff recommends approval of the Beer and Wine liquor license application for Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa.

Applicants Maria Rada and Daniel Herrera answered questions for Council.

Public Comment was heard from Erin T. Murphy.

Mayor Sean Strobe closed the public hearing.

Councilor Alicia Gresley moved to approve the new Beer & Wine Liquor License application for Beauty Queens Hair & Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa located at 124 W. 3rd Street; seconded by Councilor Brian Condie.

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

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Joe Carpenter.

No – None.

Consider Amending the Rifle Municipal Code Regarding Accessory Dwelling Units in Commercial and Light Industrial Zones - Ordinance No. 10, Series of 2024 - 1st Reading

Mayor Sean Strode opened the public hearing.

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO,
AMENDING ARTICLE III OF CHAPTER 16 OF THE RIFLE
MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS
IN COMMERCIAL AND LIGHT INDUSTRIAL ZONE DISTRICTS.

Planner Geir Sverdrup presented the request to consider amending the Rifle Municipal Code Regarding Accessory Dwelling Units (ADU's) in Commercial and Light Industrial Zones – Ordinance No. 10, Series of 2024 – 1st Reading. Staff recommends a text amendment in the Rifle Municipal Code to allow attached ADU's and/or detached ADU's to be permitted in commercial and light industrial zones abiding by the conditional use permit process with the proposed recommendations. Planning and Zoning Commission reviewed request on March 23, 2024, no public comment was received and recommends approval of proposed text amendment as presented. Public Notice requirements by the State Statute and Rifle Municipal code were met.

Planner Geir Sverdrup answered questions for Council.

Mayor Sean Strode closed the public hearing.

Councilor Chris Bornholdt moved to approve Ordinance No. 10, Series of 2024 on first reading as presented and order it to be published as required by Charter; seconded by Councilor Joe Carpenter.

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

No – None.

Consider Request for Approval for the Marketplace and 14th Ecodwelling Development Final Plat, CS-PUD Zoning, and Subdivision Improvement Agreement

Mayor Sean Strode opened the public hearing.

Planner Geir Sverdrup and John Kuersten presented the request to consider the approval for the Marketplace and 14th Ecodwelling Development Final Plat, CS-PUD Zoning, and Subdivision Improvement Agreement. The property currently holds an existing Community Service Business District - Planned Unit Development approval for a project called the 14th Street Marketplace. This development was initially approved in 2009 and subsequently amended in 2011. Its original purpose was to facilitate higher-density multi-family housing, with provisions for commercial development as well. Architectural standards were also established for the property as part of the project. However, since its approval, only Lot 1 has been developed, which now hosts the City Market gas station. The subject property was brought before the Planning Commission and City Council recently for consideration of a 12-unit Final Plat/Planned Unit Development application submitted by the same applicant. Council approved the Sketch Plan, Preliminary Plan, and

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Preliminary PUD Development Plan at the January 17th, 2024 Council Meeting. During the March 26, 2024 Planning and Zoning Commission meeting, the commissioners recommended approval of the Final Plat and PUD, subject to recommended conditions. Public Notice requirements by the State Statute and Rifle Municipal code were met.

Planner Geir Sverdrup and John Kuersten answered questions for Council.

Mayor Sean Strode closed the public hearing.

Consider Ordinance No. 11, Series of 2024 to Amend the PUD for the Property - 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO,
AMENDING THE COMMERCIAL SERVICES PLANNED UNIT
DEVELOPMENT (CS-PUD) ZONING FOR LOTS 2 AND 3, 14TH
STREET MARKETPLACE

Councilor Brian Condie moved to approve Ordinance No. 11, Series of 2024 to amend the PUD for Marketplace and 14th Ecodwelling Development, as presented and order it to be published as required by Charter; seconded by Councilor Chris Bornholdt.

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

No – Joe Carpenter

Consider Ordinance No. 12, Series of 2024 for the Final Plat - 1st Reading and Subdivision Improvement Agreement

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

Councilor Brian Condie moved to approve Ordinance No. 12, Series of 2024 and the Subdivision Improvements Agreement, to approve the Final Plat for the Marketplace and 14th Ecodwelling Development on first reading as presented and order it to be published as required by Charter; seconded by Councilor Chris Bornholdt.

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

No – Joe Carpenter.

REGULAR AGENDA

Consider Amending Article III of Chapter 10 of the Rifle Municipal Code to Expressly Provide that In-Person Communications May Constitute Harassment - Ordinance No. 9, Series of 2024 - 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO,
AMENDING ARTICLE III OF CHAPTER 10 OF THE RIFLE
MUNICIPAL CODE TO EXPRESSLY PROVIDE THAT IN-PERSON
COMMUNICATIONS MAY CONSTITUTE HARASSMENT.

Court Administrator Kathy Pototsky presented a request to consider amending Article III of Chapter 10 of the Rifle Municipal Code to Expressly Provide that In-Person Communications may Constitute Harassment – Ordinance No. 9, Series of 2024 – 1st Reading. The Rifle Municipal

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Code Harassment list does not include the two words in-person specifically. Staff recommends the amendment to make a clear outline instead of an implied understanding of the word directly included in the Rifle Municipal Code.

Councilor Chris Bornholdt moved to approve Ordinance No. 9, Series of 2024, on first reading as presented and order it to be published as required by Charter; seconded by Councilor Joe Carpenter.

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

No – None.

Consider Appointing Erin T. Murphy to the Downtown Development Authority (DDA) Board

Helen Rogers presented the request to consider appointing Erin T. Murphy to the Downtown Development Authority (DDA) Board. The DDA board currently has 8 out of 11 board members. Erin T. Murphy would be the 9th member. Erin is a Doctor in Acupuncture and Oriental Medicine (DAOM). Owner of Local Healing House, LLC. located at 144 1/2 E. 3rd Street #206 Rifle - office in the Henry Building above Rifle CoWork. The DDA Board has reviewed her application and recommends the approval of her appointment.

Erin T. Murphy was present to answer questions for Council.

Councilor Chris Bornholdt moved to approve the appointment of Erin T. Murphy to the Downtown Development Authority (DDA) Board; seconded by Councilor Karen Roberts

Roll Call: Yes - Sean Strode, Brian Condie, Joe Carpenter, Chris Bornholdt, Alicia Gresley and Karen Roberts

No – None.

Consider Approving Purchase Order to Garfield County Communications Authority

Chief of Police Debra Funston presented the request to consider the purchase order to Garfield County Communications Authority. The New World/Tyler Technologies is the platform in which the police department maintains all records, criminal history queries, drivers-license queries and contacts. The Rifle Police Department law records expense share is calculated per incident and the law mobile expense is calculated on the number of mobile units per agency. This is a recurring annually contracted expense with Garfield County Communications Authority and was included in the 2024 police budget. Staff recommends approval of request as this platform is indispensable for the daily operations of the police department, playing a crucial role in enabling them to effectively carry out their duties.

Councilor Brian Condie moved to approve the purchase order to Garfield County Communications Authority in the amount of \$28,660.10; seconded by Councilor Alicia Gresley.

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

No – None.

Consider Approval for the Purchase and Installation of Playground Equipment at Arnold and Moki Parks

Parks and Recreation Director Austin Rickstrew presented the request to consider approval for the purchase and installation of playground equipment at the Arnold and Moki Parks. During the annual CIRSA property audit in 2023, the City was recommended to replace the playground

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equipment at Moki and Arnold Park due to its age. A playground's lifespan is usually 20 to 25 years. Both playground equipment's had been installed in the early 90's. The RFP was solicited through BidNet and seven responses were received. Staff interviewed, the top three being Altitude Recreation, Recreation Plus and Start Playgrounds. The City Parks crew will be responsible for removing all the old equipment to focus and allocate most of the budget towards the equipment at each location. Staff recommends the request to approve the purchase and installation of the playground equipment for the Arnold and Moki Parks to Altitude Recreation in the amount of \$334,250.00.

Councilor Alicia Gresley moved to approve the purchase of playground equipment and installation services from Altitude Recreation in the amount of \$334,250.00; seconded by Councilor Karen Roberts.

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

No – None.

Consider Approval for the Purchase of New Flooring and Installation Services for the Justice Center

Parks and Recreation Director Austin Rickstrew presented the request to consider approval for the purchase of new flooring and installation services for the police department and courts building. The RFP was solicited through BidNet and only one response was received being from AG Flooring, LLC. After discussion with staff in the department, LVT flooring and carpet tiles were determined to be the best option for the justice center. The allocated budget for this project in the 2024 budget is \$80,000. However, the proposal from AG Flooring, LLC exceeds this amount by \$5,651.35. Despite the difference, staff is confident that there are sufficient cost-saving measures within the operating budget to accommodate the additional expense.

Councilor Chris Bornholdt moved to approve the purchase of new flooring and installation services from AG Flooring, LLC in the amount of \$85,651.35; seconded by Councilor Alicia Gresley.

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

No – None.

Consider Approval of the Wastewater Plant Influent Channel Coating Project

Utilities Director Jared Emmert presented the request to consider approval of the Wastewater plant Influent Channel Coating project. The epoxy coating on the wastewater treatment plant's influent channels is at the end of its life and failing. Replacement of the coating was identified in the 2021 Utility Capital Improvement Plan. To prevent damage to the underlying concrete structure, \$366,500 was budgeted to have the channels re-coated this year. The RFP was solicited through BidNet and received two proposals being from Meridian Contracting, Inc. and C&L Water Solutions, Inc. Staff recommends awarding the Influent Channel Coating project to C&L Water Solutions, whose bid of \$381,280.00 was the lower of the two received.

Councilor Chris Bornholdt moved to award the wastewater plant influent Channel Coating Project to C&L Water Solutions, Inc. for a total of \$381,280.00; seconded by Councilor Alicia Gresley.

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

No – None.

Consider Cancellation of July 3rd City Council Meeting

Interim City Manager Patrick Waller presented the request to consider the cancellation of the July 3rd, 2024 Council Meeting. Staff recommends approval of request due to the 2024 City of Rifle's 4th of July Holiday Celebration falling on a council meeting day.

Councilor Brian Condie moved to approve the cancellation of the July 3rd, 2024 City Council Meeting; seconded by Councilor Chris Bornholdt.

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

No – None.

Report to City Manager

Reports were heard from Interim City Manager Patrick Waller and Utility Director Jared Emmert.

Comments from Mayor and Council

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

Adjournment

Meeting adjourned at 8:38 p.m.

Alexis Ramirez
Interim City Clerk

Sean Strode
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Ordinance No. 9, Series of 2024 to Amend Article III of Chapter 10 of the Rifle Municipal Code To Expressly Provide that In-Person Communications May Constitute Harassment - 2nd Reading

Presenter:

Kathy Pototsky, Court Clerk / PIO

Item Description:

Consider amending RMC 10-3-50 to expressly include "in person" communications in the existing harassment statute.

Recommended Action:

Move to Approve Ordinance No. 9, Series of 2024, on 2nd Reading

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

An officer training another officer noticed that our harassment ordinance does not expressly prohibit in-person communications.

Executive Summary:

Amending the code to prohibit in-person harassment.

Notification Requirements:

Notice will be published in the paper as required by the Rifle Municipal Code.

Prepared By:

Alexis Ramirez, Interim City Clerk

Attachments:

1. Ordinance No. 9-Harassment Code Update

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 9
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
ARTICLE III OF CHAPTER 10 OF THE RIFLE MUNICIPAL CODE TO
EXPRESSLY PROVIDE THAT IN-PERSON COMMUNICATIONS MAY
CONSTITUTE HARASSMENT.

WHEREAS, Article III of Chapter 10 of the Rifle Municipal Code (the “Code”) regulates Public Peace, Order and Safety in the City of Rifle (the “City”); and

WHEREAS, City staff have recommended updates to the Code to expressly include that “in person” communications may constitute harassment, which previously was not included in the Code; 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 10 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 10-3-50(a)(4) of the Rifle Municipal Code, “Harassment”, is hereby amended as follows, with underlined text added:

Sec. 10-3-50. - Harassment.

(a) A person commits harassment if, with intent to harass, annoy or alarm another person, he or she:

- (1) Strikes, shoves, kicks or otherwise touches a person or subjects him or her to physical contact;
- (2) In a public place directs obscene language or makes an obscene gesture to or at another person, which is a Class B municipal offense;
- (3) Follows a person in or about a public place, which is a Class B municipal offense;
- (4) Directly or indirectly initiates communication with a person, anonymously or otherwise, in person, by phone, phone network, data network, text message, instant message, computer, computer network or computer system, or other interactive electronic medium in a manner intended to cause a reasonable person serious emotional distress or threatens bodily injury or property damage, or makes any comment, request, suggestion or proposal by phone, phone network, data network, text message, instant message, computer, computer network or computer system, or other interactive electronic medium which is

obscene, which is a Class B municipal offense;

- (5) Makes a telephone call or causes a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation, which is a Class B municipal offense;
- (6) Makes repeated communications at inconvenient hours that invade the privacy of another and interfere in the use and enjoyment of another's home or private residence or other private property, which is a Class B municipal offense; or
- (7) Repeatedly insults, taunts, challenges or makes communications in offensively coarse language to another in a manner likely to provoke a violent or disorderly response, which is a Class B municipal offense.

INTRODUCED, on April 17, 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 May 1, 2024, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #5.c.

Agenda Item Name:

Consider Ordinance No. 10, Series of 2024 to Amend the Rifle Municipal Code Regarding Accessory Dwelling Units in Commercial and Light Industrial Zones - 2nd Reading

Presenter:

Patrick Waller, Interim City Manager

Item Description:

Amendment to Rifle Municipal Cod

Recommended Action:

Move to approve Ordinance No. 10, Series of 2024, on 2nd reading

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

N/A

Background Information:

Rifle Municipal Code only permits an attached ADU in Commercial and Light Industrial zone districts.

Executive Summary:

As written, the current language provides an avenue for a commercial or light industrial property owner to do anything more than an attached ADU. A detached ADU would provide the property owner with an opportunity to provide housing for employee housing that could include their family or someone not associated with the company. This would be above and beyond the scope of a caretaker/sleeping quarters which is currently permitted in industrial and light industrial zone districts, but not in commercial zone districts.

Notification Requirements:

Notice was completed as required by the Rifle Municipal Code.

Prepared By:

Alexis Ramirez, Interim City Clerk

Attachments:

1. Ordinance No. 10 -ADUs in commercial and LI zone districts

CITY OF RIFLE, COLORADO
ORDINANCE NO. 10
SERIES OF 2024

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
ARTICLE III OF CHAPTER 16 OF THE RIFLE MUNICIPAL CODE
REGARDING ACCESSORY DWELLING UNITS IN COMMERCIAL AND
LIGHT INDUSTRIAL ZONE DISTRICTS.

WHEREAS, Article III of Chapter 16 of the Rifle Municipal Code (the “Code”) regulates accessory dwelling units for commercial and industrial lots within the City; and

WHEREAS, City staff recommended updates to the Code to allow both attached and detached accessory dwelling units in commercial and light industrial zone districts based on certain standards; 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 16-3-60 of the Rifle Municipal Code, “Accessory dwelling units”, is hereby amended as follows, with underlined text added and ~~strikethrough~~ text deleted:

Sec. 16-3-60. - Accessory dwelling units.

(4) Unit size/number. Accessory dwelling units shall be no less than three hundred (300) square feet and no more than eight hundred fifty (850) square feet and shall be limited to no more than two (2) bedrooms.

a. Accessory dwelling units in residential zone districts, or on a lot in a commercial zone district where the only use is residential, shall also be limited in size equal to or less than fifty percent (50%) of the total livable area (excluding garage) of the principal dwelling. Only one (1) accessory dwelling unit shall be allowed per residential lot.

b. Accessory dwelling units in commercial and light industrial zone districts that have commercial or light industrial uses ~~shall~~ may be ~~detached~~ attached, ~~and~~. Attached accessory dwelling units shall be limited to only the top floor of the building, ~~and~~ the total area developed with an attached accessory dwelling ~~units~~ unit(s) shall not exceed the total interior area of the commercial space in the building.

Section 3. Section 16-3-420 of the Rifle Municipal Code, “Schedule of uses for commercial and industrial districts”, is hereby amended as follows, with underlined text added and

~~striketrough~~ text deleted:

Sec. 16-3-420. - Schedule of uses for commercial and industrial districts

The following is the schedule of uses for the CS, TC, LI and I Zone Districts. For the Central Business District, see Section 16-18-1010 of this Chapter.

<i>USES</i>	<i>CS¹</i>	<i>TC¹</i>	<i>LI</i>	<i>I</i>
Accessory dwelling unit (attached) [Reference Paragraph 16-3-60(2)]	C <u>P</u>	C <u>P</u>	C <u>C</u>	*
Accessory dwelling unit (detached) [Reference Paragraph 16-3-60(2)]	C	C	C <u>C</u>	*

INTRODUCED, on April 17, 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 May 1, 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 #5.d.

Agenda Item Name:

Consider Ordinance No. 11, Series of 2024 to Amend the PUD for the Property - 2nd Reading

Presenter:

Geir Sverdrup

Item Description:

N/A

Recommended Action:

Move to Approve Ordinance No. 11 Series of 2024, on 2nd Reading

Fiscal Impact:

Limited - The City will provide water and sewer service to the project. Access to the property is private

Operational Impact:

N/A

Prior Board Motions:

Council approved the Sketch Plan, Preliminary Plan, and Preliminary PUD Development Plan at the January 17th Council Meeting.

Background Information:

The property has an existing Community Service Business District - Planned Unit Development approval for a project known as 14th Street Marketplace. The development was originally approved in 2009 and amended in 2011. The original intent of the project was to provide for higher density multi-family housing with allowances for commercial development. The project also included architectural standards for the property. Since the project was approved, only Lot 1 has been developed with the City Market gas station.

Subject property was most recently heard by Planning Commission and City Council for a 12-unit Final Plat / Planned Unit Development application by the same applicant. During the March 26, 2024 P&Z Commission meeting, commissioner recommended approval of the Final Plat and PUD subject to conditions of approval.

Executive Summary:

The applicant requests approval of a Final Plat and PUD to subdivide approximately 1.9 acres into 12 single-family lots.

Notification Requirements:

Notice was completed as required by the Rifle Municipal Code.

Prepared By:

Alexis Ramirez, Interim City Clerk

Attachments:

1. Ordinance No. 11-Eco Dwelling Rezoning

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 11
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING THE
COMMERCIAL SERVICES PLANNED UNIT DEVELOPMENT (CS-PUD)
ZONING FOR LOTS 2 AND 3, 14TH STREET MARKETPLACE.

WHEREAS, Eco Dwelling, LLC applied to amend the Commercial Services Planned Unit Development (CS-PUD) zoning for Lots 2 and 3, 14th Street Marketplace, in the City of Rifle, Colorado as shown on the plat thereof recorded with the Garfield County Clerk and Recorder as Reception No. 843890 (the “Property”) to decrease lot sizes and adjust setbacks; and

WHEREAS, on March 26, 2024, the City of Rifle Planning and Zoning Commission considered the rezoning application for the Property and, based upon changed circumstances and neighboring zoning, recommended that the Commercial Services Planned Unit Development (CS-PUD) zoning be amended; and

WHEREAS, the City Council reviewed the rezoning application at its April 17 and May 1, 2024 meetings and agreed with the Planning and Zoning Commission’s findings; and

WHEREAS, the City of Rifle Planning and Zoning Commission and the Rifle City Council have held duly noticed public hearings as required by the Rifle Municipal Code (“RMC”) and now wish to rezone the Property to Commercial Services Planned Unit Development (CS -PUD) for 12 single family residential dwellings.

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

Section 1. The aforementioned recitals are hereby fully incorporated herein.

Section 2. The Commercial Services Planned Unit Development (CS-PUD) for the Property is hereby amended with the following standards:

1. Twelve single family residences configured as shown on Exhibit A attached here and incorporated herein by this reference.
2. Single-Family homes with dimensional requirements allowing for minimum 3,000 sf lots.
3. Setbacks:
 - a. Side yard 5 feet
 - b. Back yard 10 feet
 - c. Front yard/street 10 feet
4. Carports and storage sheds may encroach into setbacks; provided, however, carports shall have a 5 foot Front Yard Setback.
5. Streets, sidewalks, common areas/open space shall be managed and maintained by the HOA.
6. Sidewalks shall be 5 feet wide.
7. All lots shall have and maintain a storage shed not to exceed 100 sf.

8. Exterior color schemes shall not be replicated on adjoining lots.
9. Sheds shall not be permitted in the front yards.
10. The maximum height of structures shall be 27 feet.

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 April 17, 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 May 1, 2024, passed without amendment, approved, and ordered published in full as required by the Charter.

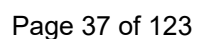
DATED this ____ day of _____, 2024.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk





Agenda Item #5.e.

Agenda Item Name:

Consider Ordinance No. 12, Series of 2024 for the Final Plat - 2nd Reading and Subdivision Improvement Agreement

Presenter:

Geir Sverdrup

Item Description:

Recommended Action:

Move to Approve Ordinance No. 12, Series of 2024, on 2nd Reading

Fiscal Impact:

Limited - The City will provide water and sewer service to the project. Access to the property will be privately maintained.

Operational Impact:

N/A

Prior Board Motions:

Council approved the Sketch Plan, Preliminary Plan, and Preliminary PUD Development Plan at the January 17th Council Meeting.

Background Information:

The property has an existing Community Service Business District - Planned Unit Development approval for a project known as 14th Street Marketplace. The development was originally approved in 2009 and amended in 2011. The original intent of the project was to provide for higher density multi-family housing with allowances for commercial development. The project also included architectural standards for the property. Since the project was approved, only Lot 1 has been developed with the City Market gas station.

Subject property was most recently heard by Planning Commission and City Council for a 12-unit Final Plat / Planned Unit Development application by the same applicant. During the March 26, 2024 P&Z Commission meeting, commissioner recommended approval of the Final Plat and PUD subject to conditions of approval.

Executive Summary:

The applicant requests approval of a Final Plat and PUD to subdivide approximately 1.9 acres into 12 single-family lots.

Notification Requirements:

Notice was completed as required by the Rifle Municipal Code.

Prepared By:

Alexis Ramirez, Interim City Clerk

Attachments:

1. Ordinance No. 12-Eco Dwelling Marketplace Subdivision

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 12
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A
FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR ECO
DWELLING 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 Eco Dwelling Subdivision and legally described as Lots 2 and 3, 14th Street Marketplace, in the City of Rifle, Colorado as shown on the plat thereof recorded with the Garfield County Clerk and Recorder as Reception No. 843890 (hereinafter the “Property”); and

WHEREAS, on October 25, 2022, after a duly-noticed public hearing, the City of Rifle Planning Commission approved a Preliminary Plan for the Property and on March 26, 2024 recommended approval of a Final Plan for the Property; and

WHEREAS, on April 17, 2024 and May 1, 2024, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property creating 12 single family residential lots pursuant to the Planned Unit Development standards approved by Ordinance No. 11, Series of 2024 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 Eco Dwelling Subdivision, proposing development of 12 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 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 April 17, 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 May 1, 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



Agenda Item #5.f.

Agenda Item Name:

Consider Report of Changes - Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #921 To Kum & Go, LC dba Maverik 5011

Presenter:

Alexis Ramirez, Interim City Clerk

Item Description:

Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #921 To Kum & Go, LC dba Maverik 5011

Recommended Action:

Motion to Approve change of trade name (DBA) for Kum & Go, LC dba Kum & Go #921 To Kum & Go, LC dba Maverik 5011

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Kum & Go, LC dba Kum & Go #921 located at 120 East 1st Street, Rifle, CO has submitted a Report of Changes (Trade Name (DBA) -Fermented Malt Beverage Liquor License) application. The former trade name (dba) was Kum & Go 922, and the new trade name (dba) will be Maverik 5011.

The following criteria have been met by the applicant:

- *The application is complete
- *No fees are required with this change

I recommend approval of the Report of Changes (Trade Name (DBA) - Fermented Malt Beverage) application for Kum & Go, LC dba Maverik 5011

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Interim City Clerk

Attachments:

1. 0921 Report of Change ALC DBA

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company				License Number 12404240013	
2. Name of Licensee Kum & Go LC			3. Trade Name of Establishment (DBA) Kum & Go 921		
4. Address of Premises (specify exact location of premises) 120 E 1st St			5. Business Email Address licenses@kumandgo.com		
City Rifle	County Garfield	State CO	ZIP 81650	Business Phone Number 970-625-5185	
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.					
Section A – Manager Reg/Change			Section C		
☐ Manager's Registration (Hotel & Restr.) \$30.00 ☐ Manager's Registration (Tavern) \$30.00 ☐ Manager's Registration (Lodging & Entertainment) \$30.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>			☐ Retail Warehouse Storage Permit (ea) \$100.00 ☐ Wholesale Branch House Permit (ea)..... \$100.00 ☒ Change Corp. or Trade Name Permit (ea)..... \$50.00 ☐ Change Location Permit (ea) \$150.00 ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 ☐ Change, Alter or Modify Premises \$150.00 x Total Fee: ☐ Addition of Optional Premises to Existing H/R \$100.00 x Total Fee: ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee: ☐ Campus Liquor Complex Designation No Fee ☐ Sidewalk Service Area \$75.00		
Section B – Duplicate License					
☐ Duplicate License \$50.00					

Do Not Write in This Space – For Department of Revenue Use Only			
Date License Issued	License Account Number	Period	
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE	\$ 50 .00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On–Premises Licensee (Taverns, Restaurants etc.) ☐ Off–Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____ ZIP _____ Attach a deed/lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.						
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☒ Change of Trade name/DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;">Kum & Go 921</td><td style="padding: 2px;">Maverik 5011</td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Kum & Go 921	Maverik 5011	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name						
Kum & Go 921	Maverik 5011						
Old Corporate Name	New Corporate Name						
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ ZIP _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ ZIP _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ ZIP _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.						

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change Select the option that applies to your situation: ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2). (a) Address of Location 1: _____ City _____ County _____ ZIP _____ (b) Address of Location 2: _____ City _____ County _____ ZIP _____
Change of Manager	9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S. (a) Change of Manager Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? ☐ Yes ☐ No Does manager have a financial interest in any other liquor licensed establishment? ☐ Yes ☐ No If yes, give name and location of establishment _____ _____
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed _____ _____ _____ (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) ☐ Yes ☐ No (d) Is the proposed change in compliance with local building and zoning laws? ☐ Yes ☐ No (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ☐ Yes ☐ No (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ☐ Yes ☐ No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided ☐ Yes ☐ No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Jody Deiter</i>	Print name and Title Jody Deiter/Licensing Coordinator	Date 04/16/2024
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



Agenda Item #5.g.

Agenda Item Name:

Consider Report of Changes - Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #922 To Kum & Go, LC dba Maverik 5012

Presenter:

Alexis Ramirez, Interim City Clerk

Item Description:

Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #922 To Kum & Go, LC dba Maverik 5012

Recommended Action:

Move to Approve the Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #922 To Kum & Go, LC dba Maverik 5012

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Kum & Go, LC dba Kum & Go #922 located at 120 East 26th Street, Rifle, CO has submitted a Report of Changes (Trade Name (DBA) -Fermented Malt Beverage Liquor License) application. The former trade name was Kum & Go 922, and the trade name will be Maverik 5012.

The following criteria have been met by the applicant:

- *The application is complete
- *No fees are required with this change

I recommend approval of the Report of Changes (Trade Name (DBA) - Fermented Malt Beverage) application for Kum & Go, LC dba Maverik 5012

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Interim City Clerk

Attachments:

1. 0922 - Report of Change ALC DBA

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company					License Number 12404240014	
2. Name of Licensee Kum & Go LC			3. Trade Name of Establishment (DBA) Kum & Go 922			
4. Address of Premises (specify exact location of premises) 120 E 26th St			5. Business Email Address licenses@kumandgo.com			
City Rifle	County Garfield	State CO	ZIP 81650	Business Phone Number 970-625-2274		
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.						
Section A – Manager Reg/Change			Section C			
☐ Manager's Registration (Hotel & Restr.) \$30.00 ☐ Manager's Registration (Tavern) \$30.00 ☐ Manager's Registration (Lodging & Entertainment) \$30.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>			☐ Retail Warehouse Storage Permit (ea) \$100.00 ☐ Wholesale Branch House Permit (ea)..... \$100.00 ☒ Change Corp. or Trade Name Permit (ea)..... \$50.00 ☐ Change Location Permit (ea) \$150.00 ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 ☐ Change, Alter or Modify Premises \$150.00 x Total Fee: ☐ Addition of Optional Premises to Existing H/R \$100.00 x Total Fee: ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee: ☐ Campus Liquor Complex Designation No Fee ☐ Sidewalk Service Area \$75.00			
Section B – Duplicate License						
☐ Duplicate License \$50.00						

Do Not Write in This Space – For Department of Revenue Use Only			
Date License Issued	License Account Number	Period	
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE	\$ 50 .00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On–Premises Licensee (Taverns, Restaurants etc.) ☐ Off–Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____ ZIP _____ Attach a deed/lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.						
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☒ Change of Trade name/DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;">Kum & Go 922</td><td style="padding: 2px;">Maverik 5012</td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Kum & Go 922	Maverik 5012	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name						
Kum & Go 922	Maverik 5012						
Old Corporate Name	New Corporate Name						
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ ZIP _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ ZIP _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ ZIP _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.						

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change Select the option that applies to your situation: ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2). (a) Address of Location 1: _____ City _____ County _____ ZIP _____ (b) Address of Location 2: _____ City _____ County _____ ZIP _____
Change of Manager	9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S. (a) Change of Manager Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? ☐ Yes ☐ No Does manager have a financial interest in any other liquor licensed establishment? ☐ Yes ☐ No If yes, give name and location of establishment _____ _____
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed _____ _____ _____ (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) ☐ Yes ☐ No (d) Is the proposed change in compliance with local building and zoning laws? ☐ Yes ☐ No (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ☐ Yes ☐ No (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ☐ Yes ☐ No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided ☐ Yes ☐ No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Jody Deiter</i>	Print name and Title Jody Deiter /Licensing Coordinator	Date 04/16/2024
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



Agenda Item #5.h.

Agenda Item Name:

Consider Report of Changes - Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #4923 To Kum & Go, LC dba Maverik 5031

Presenter:

Alexis Ramirez, Interim City Clerk

Item Description:

Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #4923 To Kum & Go, LC dba Maverik 5031

Recommended Action:

Approve Change of Trade Name (DBA) for Kum & Go, LC dba Kum & Go #4923 To Kum & Go, LC dba Maverik 5031

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Kum & Go, LC dba Kum & Go #4923 located at 705 Taughenbaugh Blvd, Rifle, CO has submitted a Report of Changes (Trade Name (DBA) -Fermented Malt Beverage Liquor License) application. The former trade name (dba) was Kum & Go 4923, and the new trade name (dba) will be Maverik 5031.

The following criteria have been met by the applicant:

- *The application is complete
- *No fees are required with this change

I recommend approval of the Report of Changes (Trade Name (DBA) - Fermented Malt Beverage) application for Kum & Go, LC dba Maverik 5031.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Interim City Clerk

Attachments:

1. 4923 - Report of Change ALC DBA

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company				License Number 12404240038	
2. Name of Licensee Kum & Go LC			3. Trade Name of Establishment (DBA) Kum & Go 4923		
4. Address of Premises (specify exact location of premises) 705 Taughenbaugh Blvd			5. Business Email Address licenses@kumandgo.com		
City Rifle		County Garfield		State CO	ZIP 81650
Business Phone Number 970-625-5062					
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.					
Section A – Manager Reg/Change			Section C		
☐ Manager's Registration (Hotel & Restr.) \$30.00 ☐ Manager's Registration (Tavern) \$30.00 ☐ Manager's Registration (Lodging & Entertainment) \$30.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>			☐ Retail Warehouse Storage Permit (ea) \$100.00 ☐ Wholesale Branch House Permit (ea)..... \$100.00 ☒ Change Corp. or Trade Name Permit (ea)..... \$50.00 ☐ Change Location Permit (ea) \$150.00 ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 ☐ Change, Alter or Modify Premises \$150.00 x Total Fee: ☐ Addition of Optional Premises to Existing H/R \$100.00 x Total Fee: ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee: ☐ Campus Liquor Complex Designation No Fee ☐ Sidewalk Service Area \$75.00		
Section B – Duplicate License					
☐ Duplicate License \$50.00					

Do Not Write in This Space – For Department of Revenue Use Only			
Date License Issued	License Account Number	Period	
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE	\$ 50 .00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On–Premises Licensee (Taverns, Restaurants etc.) ☐ Off–Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____ ZIP _____ Attach a deed/lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.						
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☒ Change of Trade name/DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;">Kum & Go 4923</td><td style="padding: 2px;">Maverik 5031</td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Kum & Go 4923	Maverik 5031	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name						
Kum & Go 4923	Maverik 5031						
Old Corporate Name	New Corporate Name						
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ ZIP _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ ZIP _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ ZIP _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.						

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change Select the option that applies to your situation: ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2). (a) Address of Location 1: _____ City _____ County _____ ZIP _____ (b) Address of Location 2: _____ City _____ County _____ ZIP _____
Change of Manager	9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S. (a) Change of Manager Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? ☐ Yes ☐ No Does manager have a financial interest in any other liquor licensed establishment? ☐ Yes ☐ No If yes, give name and location of establishment _____ _____
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed _____ _____ _____ (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) ☐ Yes ☐ No (d) Is the proposed change in compliance with local building and zoning laws? ☐ Yes ☐ No (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ☐ Yes ☐ No (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ☐ Yes ☐ No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided ☐ Yes ☐ No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Jody Deiter</i>	Print name and Title Jody Deiter/Licensing Coordinator	Date 04/16/2024
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



Agenda Item #7.a.

Agenda Item Name:

Consider Proclamation Recognizing National Police Week

Presenter:

Patrick Waller, Interim City Manager

Item Description:

Proclamation

Recommended Action:

No action required for Proclamation

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

The 62nd Anniversary of National Police Week is recognized May 12-18.

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Patrick Waller, Interim City Manager

Attachments:

1. 2024 National Police Week

Proclamation

62ND Anniversary of National Police Week May 12 – 18, 2024

To recognize National Police Week 2024 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Rifle Police Department; and

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, 282 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 118 officers killed in 2023 and 164 officers killed in previous years; and

WHEREAS, May is the designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

THEREFORE, be it resolved that the City Council of Rifle, Colorado, does recognize the week of May 12 – 18, 2024, as National Police Week in the City of Rifle, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Approved by the City Council at a regular meeting this 1st day of May 2024.

Attest:

City Clerk

Mayor





Agenda Item #8.a.

Agenda Item Name:

Consider the Appointment of Kathy Brittain to the Rifle Housing Authority Board

Presenter:

Patrick Waller, Interim City Manager

Item Description:

Appointment

Recommended Action:

Move to approve the appointment of Kathy Brittan to the Rifle Housing Board

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Rifle Housing Board members are approved by City of Rifle City Council

Executive Summary:

Kathryn Brittain has applied to be on the Rifle Housing Authority Board. The Housing Authority Board has recommended her approval.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Interim City Manager

Attachments:

1. Kathy Brittan RHA Board application March 2024

Rifle Housing Authority

Rifle Housing Authority Board Application 2024

Name: Kathryn Brittain

Address: 125 Ute Ave. #213

City: Rifle Zip: 81650

Phone: 970-618-3144 Cell: Same

Email: Kbrittain2007@aol.com

Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the Housing Authority Board?

I think it would be interesting to learn what the board is all about. It would be good to have some inputs in our day to day living.

What talents and experience can you bring to the Board?

I am a retired chiropractor in service to my community for 27 years. I enjoy communicating with people and helping to work together for a common goal.

What is your current involvement in Rifle's Housing Authority, if any?

I live at Maxfield Heights and can offer my experience living there.

Please return this form and attachments to:
Rifle Housing Authority, 250 Ute Ave Rifle CO 81650
Close March 23, 2022



Agenda Item #8.b.

Agenda Item Name:

Consider Awarding Bid to Martinez Western Constructors for the Construction Services for Railroad Avenue Rehabilitation Project

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Bid Award

Recommended Action:

Consider awarding bid to Martinez Western Constructors for the Construction Services associated with the Railroad Avenue Rehabilitation Project in the amount not to exceed \$3,181,778.15

Fiscal Impact:

Overall the project is within budget. Because grants were awarded more heavily to the water elements the water fund had more expenses to cover the surfaces above the waterline but the net water cost is lower than the 2024 budget by \$650,000. The street fund elements of the project were under budget but fewer grants went to streets so the net street fund cost was higher than the budgeted amount. Because of this, the ARPA savings from the Whiteriver Intersection and the remaining ARPA funds are planned to go towards this project placing the net street fund under the 2024 budgeted amount. The sewer elements of the project were added after the budget was approved but are below the \$65k that was budgeted for the Park and Ride which are not anticipated to be incurred until 2025.

Operational Impact:

Water main breaks and asphalt patching have become an annual occurrence on this roadway. This will reduce the burdens on staff and the public by replacing the failing infrastructure.

Prior Board Motions:

N/A

Background Information:

This project replaces the waterline from 5th Street to 9th Street on Railroad Avenue which has been prone to breaks due to corroded ductile iron pipe that is being replaced with C900 PVC pipe. The street is also being replaced as it is failing and has started to require patching. This is one of the highest priority waterlines for replacement underneath the highest priority street for replacement. The project has also received \$1,000,000.00 from the Department of Local Affairs Energy Impact Assistance Fund and \$500,000.00 from the Garfield County Federal Mineral Lease District.

More Information added in the Addendum Link: www.RifleCO.org/PacketAddendums

Executive Summary:

The lowest qualified bid is within the 2024 budgeted amount. The project completes one of the highest priority water main replacements underneath the highest priority roadway replacement. Because of this, it is recommended that the construction services for the Downtown Rifle Railroad Rehabilitation Bid Recommendation be awarded to Martinez Western Constructors in the amount of \$3,181,778.15.

More Information added in the Addendum Link: www.RifleCO.org/PacketAddendums

Notification Requirements:

N/A

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Memo_Bid Recommendation Martinez Western Railroad 5th to 9th 4.23.24
2. Martinez Western PURCHASE REQUEST Railroad 5th to 9th 4.23.24
3. Memo_Purchase Request Martinez Western Railroad 5th to 9th 4.23.24

PUBLIC WORKS



TO: Patrick Waller
FROM: Craig Spaulding
DATE: April 23, 2024
RE: Downtown Rifle Railroad Rehabilitation Bid Recommendation

The purpose of the following memo is to recommend Martinez Western Constructors for the construction services associated with the Downtown Rifle Railroad Rehabilitation Bid Recommendation.

Bids were solicited through a formal competitive bidding process. All bidders were deemed qualified and therefore the lowest bidder was the lowest qualified bidder.

Bid Results are shown below, and it is seen that Martinez Western is the lowest qualified bidder.

Engineer's Estimate	Martinez Western Constructors	Johnson Construction	Frontier Paving Inc
\$ 2,810,246.00	\$ 3,181,778.15	\$ 4,112,187.75	\$ 3,707,455.11

The lowest qualified bid is within the 2024 budgeted amount. The project completes one of the highest priority water main replacements underneath the highest priority roadway replacement. Because of this it is recommended that the construction services for the Downtown Rifle Railroad Rehabilitation Bid Recommendation be awarded to Martinez Western Constructors in the amount of \$3,181,778.15.



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



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

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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

ENGINEERING



TO: Scott Rust
FROM: Craig Spaulding
DATE: April 17, 2024
RE: FMLD Grant Agreement Signatures

Project Description and Background

This project replaces the waterline from 5th Street to 9th Street on Railroad Avenue which has been prone to breaks due to corroded ductile iron pipe that is being replaced with C900 PVC pipe. The street is also being replaced as it is failing and has began to require patching. This is one of the highest priority waterlines for replacement underneath the highest priority street for replacement. The project has also received \$1,000,000.00 from the Department of Local Affairs Energy Impact Assistance Fund and \$500,000.00 from the Garfield County Federal Mineral Lease District.

This memo is an explanation of the project financials to be accompanied with the purchase order.

Budget and Expenditures

- 2024 Street Improvement Fund budget has \$2,537,850 and the PO is for \$1,921,778.15
- 2024 Water Fund budget has \$850,000 and the PO is for \$1,200,000
- 2024 Wastewater Fund budget has \$65,000.00 and the PO is for \$60,000

GL	Fund	PO	Budgeted	(Over)/Under
320-4325-400-735	Sewer	\$ 60,000.00	\$ 65,000.00	\$ 5,000.00
310-4333-400-739	Water (\$1M water activities+20% Match)	\$ 1,200,000.00	\$ 850,000.00	\$ (350,000.00)
201-4312-400-734	Streets	\$ 1,921,778.15	\$ 2,537,850.00	\$ 616,071.85
		\$ 3,181,778.15	\$ 3,452,850.00	\$ 271,071.85

Revenue

The Water Fund received \$1M in grant funding for the project with a 20% match. This includes both the waterline and surfaces above the waterline. The surfaces above the waterline were added when working with DOLA on the project scope to utilize the full funding amount and not have street fund paying for waterline activities. This puts the waterline \$350,000 over budget but with the grant funding the water fund will Net \$650,000 under budget. There was \$500,000 budgeted for the Park and Ride waterline that will not be used until 2025 that would allow this additional expenditure without a supplemental.

The Street Fund received \$500,000 from Garfield County Federal Mineral Lease District. The budgeted amount for the street elements of the project were \$2,537,850.00 with \$1,500,000.00 in grants. After bidding the cost is \$1,920,342.75 with \$500,000 in grants. This puts the street fund under budget but with the grant funding the Street Fund will Net \$383,928.15 over budget. Because of this it is recommended that the savings in ARPA funding from the Whiteriver Intersection be allotted to the Railroad Avenue project along with the ARPA funding planned for the Park and Ride. With this transfer the net project cost to the Street Fund is \$64,251.43.

Summary

Overall project is \$271,071.85 under budget but because more grants went to water than projected the Street Fund netted \$383,928.15. Because of this, ARPA funding is planned to be used which overcomes the deficit. This makes the **net construction costs** as follows:

- Water Fund \$200,000
- Street Fund \$64,251.43
- Sewer Fund \$60,000

Please note that there is still costs anticipated for lighting from Xcel Energy and Geotechnical Inspections. With these the **net project costs** are:

- Water Fund \$200,000
- Street Fund \$479,790.43
- Sewer Fund \$60,000



Agenda Item #8.c.

Agenda Item Name:

Consider Resolution No. 12 Series of 2024 - Contract for Property Purchase as part of the Park Avenue Extension

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Discussion of Property Purchase For Park Avenue Bridge Extension

Recommended Action:

Move to approve Resolution No. 12, Series of 2024 authorizing the purchase of 415 and 419 W. 2nd Avenue for \$175,000 and for the Interim City Manager to take all actions necessary to close the transaction.

Fiscal Impact:

Yes, this was not a budgeted expense, but it has been confirmed that there are appropriations available without the need for a supplemental. This item approves pursual of the contract and the next council meeting will contain a purchase request to expend the funds.

Operational Impact:

The project does add more streets and a bridge to Rifle's current inventory but is seen as an essential addition so the increased operational impacts are justified.

Prior Board Motions:

Previous plans adopted by Council including the Rifle Comprehensive Plan recommended the Park Avenue extension.

Background Information:

The Park Avenue bridge has been critical in City Master Plans dating back to 2003. The Park Avenue extension is a key to traffic and multimodal transit as well as the functionality of Rifle's downtown. The City has recently received a \$4M grant from the Department of Local Affairs to construct the Park Avenue Bridge, Park Avenue, the waterlines that border the project, and the continuation of the Rifle Creek trail.

Executive Summary:

Based on all previous studies of the area, the Park Avenue extension is critical to all types of traffic and the viability of downtown. Traffic in and out of Rifle is constrained primarily to Railroad Avenue and Whiteriver Avenue. The Park Avenue extension adds an additional collector street to alleviate congestion. The Park Avenue extension is the only opportunity to do this. Acquisition of Right of Way is essential to completing this and the City has and opportunity to acquire the Right of Way in a method that is fair and amicable. Because of

the grant funding for the improvements the extension can now be done with less City dollars than ever before and likely will never have such an opportunity in the future.

Notification Requirements:

N/A

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Memo_Park Ave Extension and ROW Acquisition_4.25.24
2. 20240501-Contract to Buy-Sell-Park Avenue Extension
3. Resolution No. 12-Park Avenue Extension Property Purchase

ENGINEERING



TO: Patrick Waller
FROM: Craig Spaulding
DATE: April 24, 2024
RE: Acquisition of Land Necessary to Construct the Park Avenue Bridge

The purpose of the following memo is to outline the purchase of 415 W 2nd Street and 419 W 2nd Street which are necessary for the construction of the Park Avenue Bridge.

Background:

The Park Avenue bridge has been critical in City Master Plans dating back to 2008. The Park Avenue extension is a key to traffic and multimodal transit as well as the functionality of Rifle's downtown. The adopted master plans that call out the Park Avenue Bridge are listed below:

- Downtown Transit Oriented Development Strategic Plan, January 2014
- CITY OF RIFLE BIKE MASTER PLAN October 2013
- Rifle Comprehensive Plan 2019
- Rifle Downtown Master Plan
- Downtown Rifle West End: Urban Renewal Plan
- City of Rifle Transportation Master Plan

The City has recently received a \$4M grant from the Department of Local Affairs to construct the Park Avenue Bridge, Park Avenue, the waterlines that border the project, and the continuation of the Rifle Creek trail.

Discussion:

As outlined by all of the previous studies performed by the City since 2008, the Park Avenue Extension is a necessity for Rifle's transportation and downtown. The grant received from the Department of Local Affairs makes the bridge and extension a reality. To construct the bridge and the northern connection to West Third Street Right of Way (ROW) is required. The following is the process in which the ROW has began acquisition.

1. When the Rifle Apartments project was first discussed in 2023 the owner of the lots needed for the Park Avenue Extension were approached. At the time the only method of acquiring ROW presented to the City was to buy all of the lots including the lot with the building.
2. A short time after, a developer approached the City about the lots and potential Right of Way needs. The developer eventually purchased two lots including the lot with the

existing structure. The ROW needs were discussed during the due diligence period of the developer's purchase and the ROW and improvements were seen as mutually beneficial.

3. In April of 2024 a grant to construct the bridge and southern portion of Park Avenue was received.
4. With the grant the ROW became necessary and the owner of the lots necessary to construct the bridge was re-approached.
5. The owner stated that they had spoken to an appraiser and were planning to list the lots.
6. The City requested that the county appraisal could be used and the final number ended below the 2022 appraisal number which was \$175,000 for both lots.

Attached is an exhibit showing the ROW to be acquired as well as the proposed Park Avenue alignment. It should be noted that the lots are being acquired in their entirety. This is primarily because that was the only way that the seller was interested in conveying the lots and because the deal was amicable and below the 2022 appraisal the City had no objections to this. This also provides ample room for not only the right of way but also the space needed to construct the bridge and eventual ROW and/or easement to maintain the bridge. Looking at comparable real estate the improved lot will be worth more than the purchased price. This means that selling or developing the remaining lot would net a positive number or at a minimum break even.

The funding of the transaction is proposed to be with the General Fund which was not included in the 2024 budget but the appropriations are available without the need for a supplemental. The transaction for the property will take a purchase request that will be approved by council after the contract has been signed. It should be noted that using the county assessor's appraisal does ensure the City is paying a fair price. After the improvements have been made, primarily with grant funding, the remaining real estate will be equal or greater in value than the original purchase.

Conclusion

Based on all previous studies of the area, the Park Avenue extension is critical to all types of traffic and the viability of downtown. Traffic in and out of Rifle is constrained primarily to Railroad Avenue and Whiteriver Avenue. The Park Avenue extension adds an additional collector street to alleviate congestion. The Park Avenue extension is the only opportunity to do this. Acquisition of Right of Way is essential to completing this and the City has an opportunity to acquire the Right of Way in a method that is fair and amicable. Because of the grant funding for the improvements the extension can now be done with less City dollars than ever before and likely will never have such an opportunity in the future.

Exhibit A Concept of Park Ave Extension and ROW Acquisition

See next page

Exhibit A: Concept of Park Ave Extension and ROW Acquisition

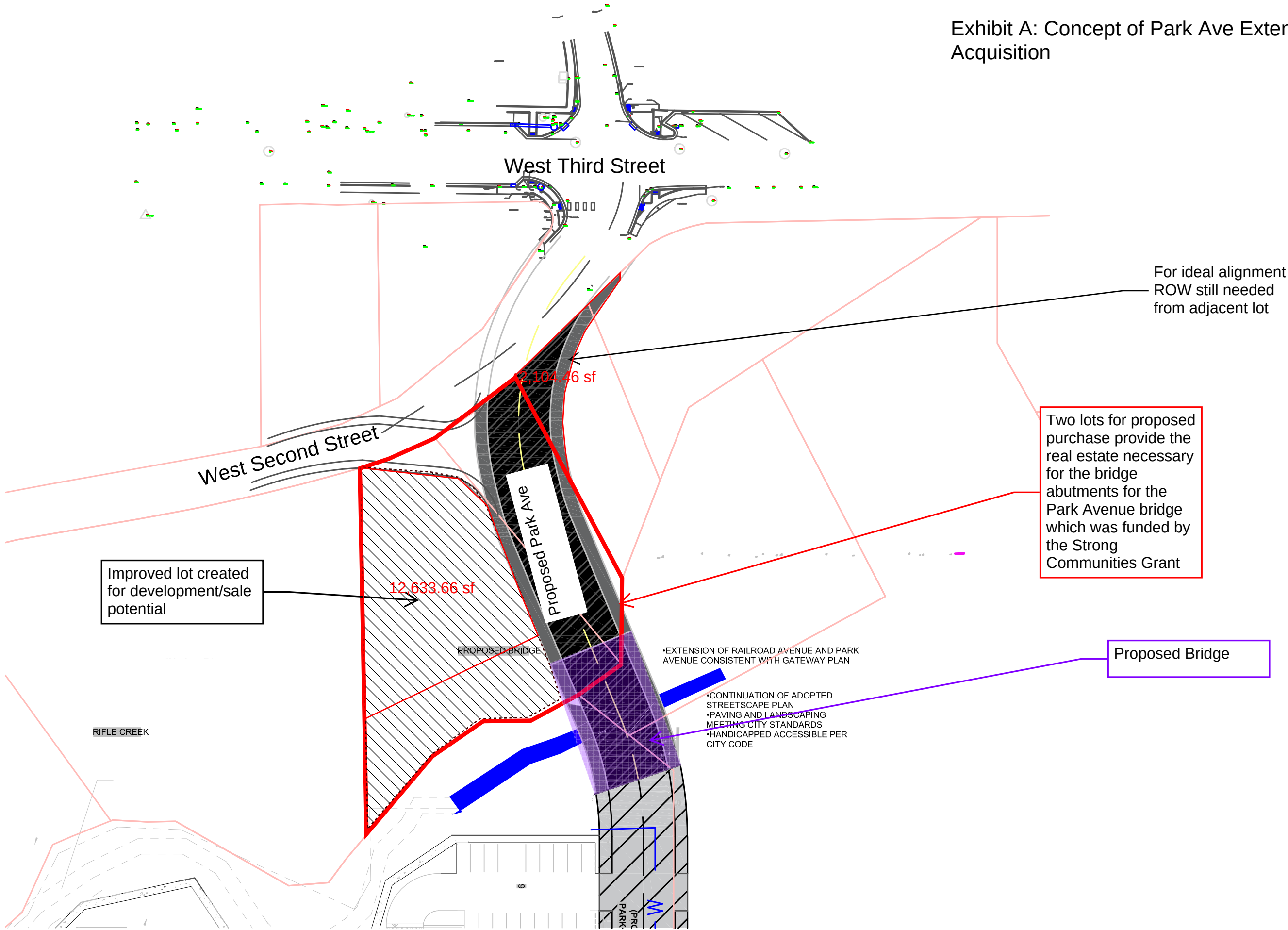


Exhibit B: Park Avenue References from the Downtown Transit Oriented Development Strategic Plan, January 2014

“Park Avenue Extension

The extension of Park Avenue from West 3rd Street to Centennial Parkway (Action Plan project 1) will provide a critically important improvement in the connectivity of the downtown street and multimodal network. However, this project has little constituency today because the future need is not obvious and the adjacent properties are not redeveloping. For that reason, the project is shown in the Action Plan with a “long term” implementation timeframe. However, at some point one of the properties in the area generally west of the Brenden Theater will come in for development approval and at that point the City will revisit the design and funding of this key link. The project is basically “shovel-ready” with conceptual design complete. However, right of way acquisition will involve several property owners”

Gateway Charrette

A one day charrette was held with the project team and Grant Project Steering Committee Members to refine conceptual designs for the Gateway roundabout, Centennial Parkway, Park Avenue and the Creekside South Opportunity Site based on new developments since the April, 2012 charrette. The major outcomes of the Gateway Charrette were to focus design work for Phase II of the project on streets that would support adjacent redevelopment (such as Centennial Parkway, Railroad Ave, Park Ave and 2nd Street) and to make improvements that would visually enhance the Gateway into downtown. Design recommendations included improving pedestrian and bicycle facilities and converting Centennial Parkway into a boulevard.

Exhibit C CITY OF RIFLE BIKE MASTER PLAN October 2013

Project Name	Brief Description
MULTIMODAL STREET IMPROVEMENT PROJECTS	
Park Ave Extension	Extend Park Ave south from Third Street to Centennial Pkwy
Rifle Gateway	New roundabout, highway realignment, and new recreational park in the Gateway area east of Railroad Ave
Centennial Parkway Street Improvements	Drainage and multimodal street improvements on Centennial Parkway from Railroad Ave to Rifle Creek

Introduction

DOWNTOWN RIFLE TRAILS AND OPEN SPACE DIAGRAM | DRAFT PLAN DOWNTOWN RIFLE TOD STRATEGIC PLAN



PARK AVENUE - Designate Park as a north/south route by providing directional signage and sharrow pavement markings. Park Avenue is proposed to be extended across Rifle Creek to connect with Centennial Parkway as its southern terminus.

Exhibit D Rifle Comprehensive Plan 2019

RECOMMENDATIONS FOR TRANSPORTATION 1. Alternate Routes to Railroad Avenue. One of Rifle's major challenges is that the topography funnels much traffic to one crossing of the Colorado River and I-70 at the Rifle Gateway/Exit 90. Only two major north-south routes exist through the City: Railroad Avenue and Whiteriver Avenue. The Hwy 13 bypass is another alternative route to Railroad Avenue, but is not convenient to most residential areas.

Thus a key recommendation of the Transportation Master Plan is the construction of alternative routes to prevent congestion on Railroad Avenue and the Gateway. The Transportation Master Plan recommends several projects that provide street network connectivity and alternatives to Railroad Avenue (see map on Page 20): Gateway Roundabout and Master Plan (see page 22) Park Avenue connection to Centennial Park"

"E. Park Avenue Extension (#1) and Rifle Creek Trail Extension (#11) are important improvements in conjunction with development of the Martin Property. The Park Avenue Extension is an important traffic link that will relieve congestion on Railroad Avenue. Conceptual plans for the Park Avenue extension have been completed by Colorado River Engineering."

Exhibit E Rifle Downtown Master Plan

Urban Renewal Area Plan: Key Findings The proposed land uses section of the plan recommends using the Valley Lumber property to create a catalytic redevelopment project. Further, the plan calls for the entire land area bound by West Avenue, Highway 6/24, Rifle Creek and 3rd Street to be redeveloped as an extension of the downtown core of Rifle and for a southern extension of Park Avenue to Highway 6/24.



“The Second Street corridor between East Avenue and the future Park Avenue extension forms the City’s most visible and important opportunity for major redevelopment to expand and enhance the downtown.”

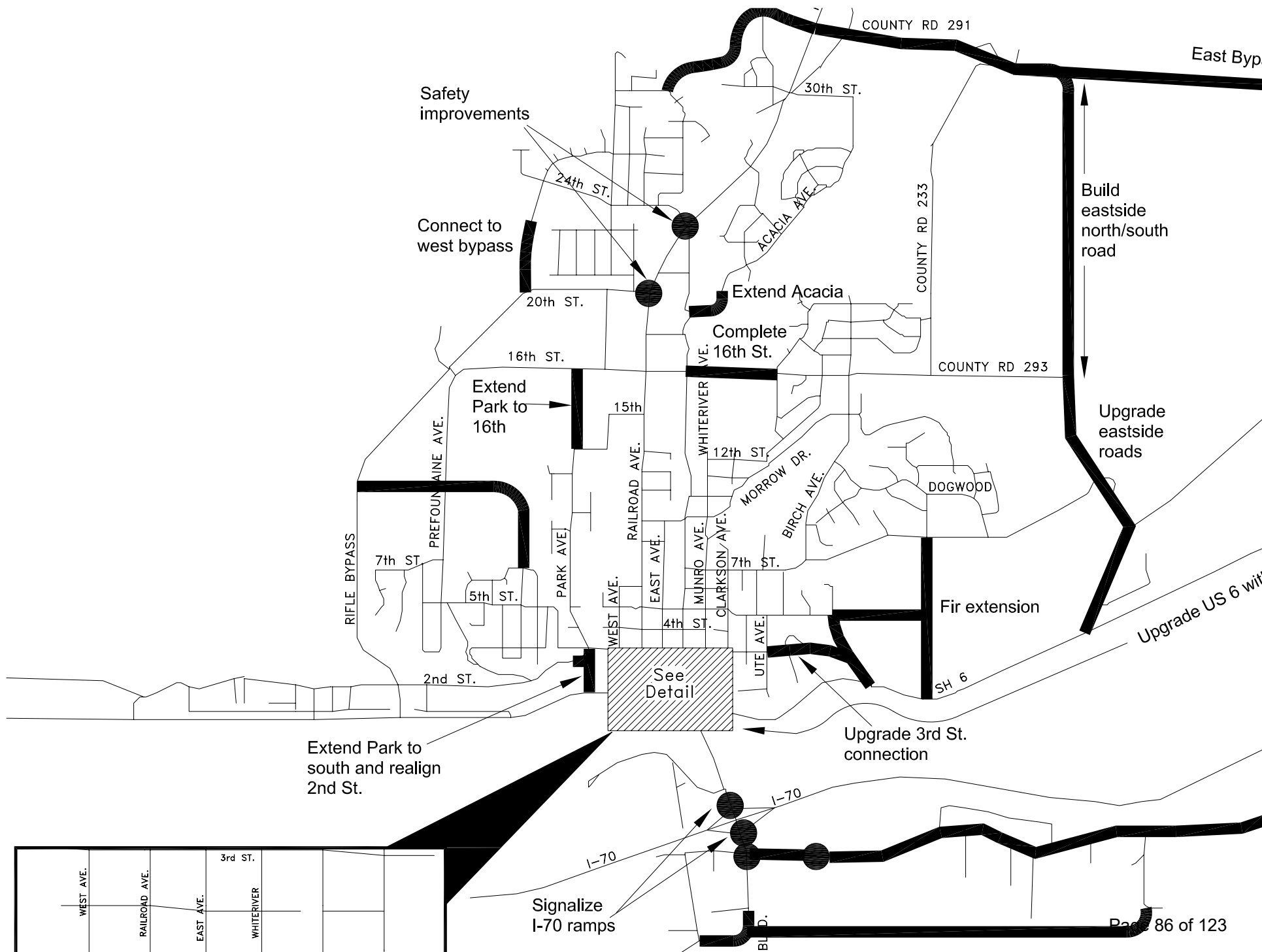
“White River Avenue and Park Avenue should function as local alternatives to Railroad Avenue that provide north/south connections through the City from Highway 6/24.”

Exhibit D Downtown Rifle West End: Urban Renewal Plan

“In particular, Park Avenue that currently ends at 3rd Street to the north of Rifle Creek will bridge the creek and connect directly to 1st Street. This new connection will create a four-way, signalized intersection at Park and 1st , allowing for retail and mixed use commercial to locate in the area. In addition, the Valley Lumber site will become a high density, mixed use town center with an emphasis on entertainment, dining and retail options.”

Exhibit E City of Rifle Transportation Master Plan

See next page



			3rd ST.			
WEST AVE.	RAILROAD AVE.	EAST AVE.	WHITERIVER			

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)**

Date: May 1, 2024

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. CITY OF RIFLE, COLORADO (Buyer) will take title to the Property described below as ☐ **Joint Tenants**
☐ **Tenants In Common** ☒ **Other** a Colorado home-rule municipal corporation.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. HOFFMEISTER, SHONA & SCOTT D. (collectively "Seller") is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Garfield, Colorado:

Garfield County Assessor Parcel Nos.:

217716200027
217716200029

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**: N/A

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except none. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions): N/A

2.7. Water Rights, Well Rights, Water and Sewer Taps. N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	MEC + 3
		Title	
2	§ 8.1, 8.4	Record Title Deadline	MEC + 14
3	§ 8.2, 8.4	Record Title Objection Deadline	MEC + 21
4	§ 8.3	Off-Record Title Deadline	MEC + 14
5	§ 8.3	Off-Record Title Objection Deadline	MEC + 21
6	§ 8.5	Title Resolution Deadline	MEC + 28

7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.2	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	MEC + 14
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	N/A
13	§ 5.2	New Loan Termination Deadline	N/A
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Deadline	N/A
17	§ 5.4	Existing Loan Termination Deadline	N/A
18	§ 5.4	Loan Transfer Approval Deadline	N/A
19	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
20	§ 6.2	Appraisal Deadline	N/A
21	§ 6.2	Appraisal Objection Deadline	N/A
22	§ 6.2	Appraisal Resolution Deadline	N/A
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	MEC + 21
24	§ 9.3	New ILC or New Survey Objection Deadline	MEC + 21
25	§ 9.3	New ILC or New Survey Resolution Deadline	MEC + 28
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	MEC + 14
27	§ 10.3	Inspection Termination Deadline	MEC + 14
28	§ 10.3	Inspection Resolution Deadline	MEC + 21
29	§ 10.5	Property Insurance Termination Deadline	N/A
30	§ 10.6	Due Diligence Documents Delivery Deadline	MEC + 14
31	§ 10.6	Due Diligence Documents Objection Deadline	MEC + 21
32	§ 10.6	Due Diligence Documents Resolution Deadline	MEC + 28
33	§ 10.6	Environmental Inspection Termination Deadline	N/A
34	§ 10.6	ADA Evaluation Termination Deadline	N/A
35	§ 10.7	Conditional Sale Deadline	N/A
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
37	§ 11.1,11.2	Estoppel Statements Deadline	N/A
38	§ 11.3	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
39	§ 12.3	Closing Date	June 12, 2024
40	§ 17	Possession Date	At closing
41	§ 17	Possession Time	At closing
42	§ 28	Acceptance Deadline Date	May 6, 2024
43	§ 28	Acceptance Deadline Time	5:00 pm MT

3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 175,000	
2	§ 4.3	Earnest Money		\$ 5,000
3	§ 4.5	New Loan		\$ N/A
4	§ 4.6	Assumption Balance		\$ N/A
5	§ 4.7	Private Financing		\$ N/A
6	§ 4.7	Seller Financing		\$ N/A
7				
8				
9	§ 4.4	Cash at Closing		\$ 170,000
10		TOTAL	\$ 175,000	\$ 175,000

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a check will be payable to and held by Commonwealth Title Rifle (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.
N/A

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.
N/A

6. APPRAISAL PROVISIONS. N/A

7. OWNERS' ASSOCIATION. N/A

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,

a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK

FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

209 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
210 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

211 **9. NEW ILC, NEW SURVEY.**

212 **9.1. New ILC or New Survey.** If the box is checked, a: 1) ☒ **New Improvement Location Certificate (New ILC)**; or,
213 2) ☒ **New Survey** in the form of Buyer's choice is required and the following will apply:

214 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The
215 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
216 after the date of this Contract.

217 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
218 Closing, by: ☐ **Seller** ☒ **Buyer** or:
219
220

221 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
222 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New**
223 **ILC or New Survey Deadline**.

224 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
225 to all those who are to receive the New ILC or New Survey.

226 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
227 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
228 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
229 Seller incurring any cost for the same.

230 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If the
231 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer
232 may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

233 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

234 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
235 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

236 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
237 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
238 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New**
239 **Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before
240 such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

241

DISCLOSURE, INSPECTION AND DUE DILIGENCE

242 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
243 **WATER.**

244 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
245 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
246 to Seller's actual knowledge and current as of the date of this Contract.

247 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
248 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
249 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
250 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
251 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
252 Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

253 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
254 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical
255 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,
256 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property
257 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any
258 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the
259 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,
260 Buyer may:

261 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
262 description of any unsatisfactory condition that Buyer requires Seller to correct; or

263 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,
264 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**
265 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

266 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
267 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
268 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
269 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

270 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
271 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
272 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
273 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
274 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
275 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
276 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
277 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed
278 pursuant to an Inspection Resolution.

279 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
280 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
281 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

282 **10.6. Due Diligence.**

283 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
284 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**
285 **Delivery Deadline**:

286 ☒ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
287 ☐ **10.6.1.2.** Property tax bills for the last _____ years;
288 ☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,
289 electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
290 available;
291 ☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
292 ☐ **10.6.1.5.** Operating statements for the past _____ years;
293 ☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
294 ☒ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
295 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

296
297
298 ☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
299 completed and capital improvement work either scheduled or in process on the date of this Contract;
300 ☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made
301 for the past _____ years;
302 ☐ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
303 earlier under § 8.3);
304 ☐ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
305 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
306 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's
307 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
308 ☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
309 Property with said Act;
310 ☐ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority
311 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
312 ☐ **10.6.1.14.** Other documents and information:

313
314

315 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence
316 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,
317 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

318 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
319 or

320 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
321 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

322 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
323 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
324 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
325 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
326 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

327 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
328 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
329 the Property, in Buyer's sole subjective discretion.

330 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
331 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☒ **Buyer** will order or provide
332 ☐ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version
333 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ _____,
334 at the expense of ☐ **Seller** ☒ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
335 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
336 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
337 tenants' business uses of the Property, if any.

338 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
339 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
340 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the
341 **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II
342 Environmental Site Assessment.

343 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
344 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
345 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
346 subjective discretion.

347 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any
348 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

349 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
350 owned by Buyer and commonly known as _____. Buyer has the Right
351 to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
352 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's
353 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

354 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ **Does** ☐ **Does Not**
355 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
356 the Property. ☒ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.
357 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
358 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
359 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

360 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
361 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
362 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
363 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
364 or delayed.

365 **11. ESTOPPEL STATEMENTS.**

366 N/A

367

CLOSING PROVISIONS

368 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

369 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
370 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
371 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
372 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
373 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
374 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

375 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with
376 this Contract.

377 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
378 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by mutual agreement
379 of the parties.

380 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
381 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

382 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
383 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

384 ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's
385 deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good
386 and sufficient special warranty deed to Buyer, at Closing.

387 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
388 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

389 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
390 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
391 as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by
392 Seller from the proceeds of this transaction or from any other source.

393 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

394 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
395 to be paid at Closing, except as otherwise provided herein.

396 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
397 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

398 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly
399 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter
400 must be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. Any Record Change Fee must
401 be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

402 **15.4. Local Transfer Tax.** ☐ The Local Transfer Tax of _____% of the Purchase Price must be paid at Closing by
403 ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

404 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
405 as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ None ☐ Buyer ☐ Seller
406 ☐ One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
407 _____ in the total amount of _____% of the Purchase Price or \$_____.

408 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
409 \$_____ for:

410 ☐ Water Stock/Certificates ☐ Water District
411 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
412 and must be paid at Closing by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

413 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☒
414 None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

415 **15.8. FIRPTA and Colorado Withholding.**

416 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
417 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
418 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
419 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
420 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
421 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
422 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
423 if an exemption exists.

424 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
425 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
426 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
427 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
428 tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other** _____.

16.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$____100.00____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by

483 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
484 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
485 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
486 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
487 Closing.

488 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
489 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
490 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
491 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
492 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
493 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

494 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
495 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

496 **19.5. Home Warranty. [Intentionally Deleted]**

497 **19.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
498 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for
499 the growing crops.

500 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
501 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title
502 and consultation with legal and tax or other counsel before signing this Contract.

503 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this
504 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,
505 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
506 party has the following remedies:

507 **21.1. If Buyer is in Default:**

508 ☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
509 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the
510 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
511 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

512 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may
513 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
514 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
515 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
516 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
517 additional damages.

518 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
519 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
520 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

521 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
522 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
523 reasonable costs and expenses, including attorney fees, legal fees and expenses.

524 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
525 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
526 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
527 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
528 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
529 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
530 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a
531 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
532 Section will not alter any date in this Contract, unless otherwise agreed.

533 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
534 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
535 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
536 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest

537 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
538 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
539 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
540 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
541 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
542 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
543 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

544 **25. TERMINATION.**

545 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
546 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
547 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
548 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
549 and waives the Right to Terminate under such provision.

550 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
551 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

552 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
553 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
554 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
555 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
556 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
557 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

558 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

559 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
560 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices
561 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
562 received by the party, not Broker or Brokerage Firm).

563 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
564 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
565 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
566 at the electronic address of the recipient by facsimile, email or _____.

567 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
568 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
569 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

570 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
571 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
572 located in Colorado.

573 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
574 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before
575 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
576 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
577 copies taken together are deemed to be a full and complete contract between the parties.

578 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
579 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
580 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**
581 **Diligence, and Source of Water.**

582

ADDITIONAL PROVISIONS AND ATTACHMENTS
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583 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
584 Commission.)
585

586 Buyer has the Right to Terminate this Contract for any reason in Buyer's sole discretion effective upon Seller's receipt of Buyer's
587 Notice to Terminate on or before **June 5, 2024**. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's
588 Notice to Terminate on or before this date, Buyer waives any Right to Terminate under this provision.
589
590 **30.1. No Brokerage Commission.** The parties represent and warrant that there are no brokers involved in this transaction and that
591 no commissions will be paid at closing.
592

593 **31. OTHER DOCUMENTS.**

594 **31.1.** The following documents **are a part** of this Contract: N/A
595
596

597
598 **31.2.** The following documents have been provided but are **not** a part of this Contract: N/A
599
600
601

602

SIGNATURES

603 Buyer's Name: CITY OF RIFLE, COLORADO Buyer's Name: _____

Buyer's Signature Interim City Manager Address: <u>P.O. Box 1908</u> <u>Rifle, Colorado 81650</u> Phone No.: <u>970-665-6599</u> Fax No.: _____ Email Address: <u>pwaller@rifleco.org</u>	Buyer's Signature Date Address: _____ Phone No.: _____ Fax No.: _____ Email Address: _____
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604 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: SHONA HOFFMEISTER Seller's Name: SCOTT D. HOFFMEISTER

Seller's Signature Date Address: <u>164 Booms Place</u> <u>Rifle, Colorado 81650</u> Phone No.: _____ Fax No.: _____ Email Address: _____	Seller's Signature Date Address: <u>164 Booms Place</u> <u>Rifle, Colorado 81650</u> Phone No.: _____ Fax No.: _____ Email Address: _____
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605

END OF CONTRACT TO BUY AND SELL REAL ESTATE
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606

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 12
SERIES OF 2024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO
AUTHORIZING THE INTERIM CITY MANAGER TO TAKE ALL ACTIONS
NECESSARY TO PURCHASE TWO PARCELS OF LAND FOR THE EXTENSION OF
PARK AVENUE.

WHEREAS, the City of Rifle desires to purchase two parcels of land for the extension of Park Avenue known as Garfield County Assessor Parcel Nos.:

217716200027
217716200029 (collectively the “Property”); and

WHEREAS, the City Council desires to authorize the Interim City Manager to execute the Real Estate Contract attached hereto and incorporated herein by this reference and take all actions necessary to purchase the Property.

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

1. The foregoing recitals are incorporated by reference as findings and determinations of the City Council.
2. The City Council hereby authorizes the Interim City Manager, Partrick Waller, to take all actions necessary to purchase the Property subject to the terms of the Real Estate Contract, which is also hereby approved.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 1st day of May 2024.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #9.a.

Agenda Item Name:

Report to City Manager

Presenter:

Patrick Waller, Interim 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
04/26/2024

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Interim City Clerk

Attachments:

1. 04.26.2024 Report to City Manager

WORK REPORT TO CITY MANAGER

04.26.2024

PIO

- Continuing updates on website and social media on local issues and citizen concerns. The recycle bin swap tends to be a popular topic. Most citizens really seem to like them. Crystal Cole has been a rock star dealing with A LOT of citizen questions.
- Press release on Parks and Recreation Community Survey. They will be sent out shortly to random Rifle residents and there is also an online option.
- The Communication Committee is stepping up measures to make sure that we are ADA compliant as required by law by July. The City has been aware of this deadline and has been taking steps over the past several years to correct any issues. Michael Churchill has been instrumental in this process.
- PIO meeting on the fire outlook and fire restriction process hosted by the BLM, White River National Forest and the Upper Colorado River Fire Management Unit. The SNOTEL data shows that the upper Colorado is at ~94% snowpack. The warm weather recently is lowering the numbers a bit earlier than usual. In the “low country” of Garfield County (roughly Rifle to the west), we are about 1” to 1.5” below last year as measured at the airport. On average, Rifle sees about 12” of precipitation per year. By contrast, higher altitude Aspen receives around 35”.
 - The temperature outlook through August is predicted to be above average with below average precipitation due to a weaker monsoon.
 - The seasonal drought outlook appears to be heading toward some sort of drought, but doesn’t look too bad yet, but it’s early. One small consolation with lower precipitation is less lightning (a primary ignition source).
 - Fire restrictions in our area are multiagency decisions (state, local and federal) and our very own Councilmember has the “final say”.
 - As a reminder, pursuant to Rifle Municipal Code 10-10-40 (e), all fire restrictions issued by Garfield County are applicable in the City of Rifle.

The Health Department also noted that there has been an increase in syphilis numbers statewide, so they are doing a campaign on that. Also, MMR vaccination rates are down to about 80% (ideally, they should be in the 90s). As a result, there have been a number of measles outbreaks. Education will continue with that as well.

COURT

- Handled 42 adult cases on April 17 court day and held one bench trial.
- Held 07 telephone hearings with inmates in custody.

PUBLIC WORKS

- Veteran's Memorial, Phase I Beautification: construction plans in progress: 30% (no change)
- CAD renderings and development of specifications of the City of Rifle Specifications Manual, in progress 15% on drawings; 95% on specifications (no change)
- Grand Mesa Water Treatment Plant Demolition - Demolition progress: 100%; restoring the site and grade: 98% (no change)
- GIS: ongoing work with Utilities to map lead water service; working to correct an addressing error; mapping utility information.
- Asset Management with Limble: currently still adding assets, working mainly on the O&M facility, but soon (mid-April) to start on City Hall.

Fleet

- Normal fleet maintenance operations.
- Preparing vehicles for Spring Auction: taking photos week of April 22
- Equipment trailer in for lights repair and frame damage evaluation; we are looking into a purchase of a new, heavier trailer
- Received 4V17 back from Colorado Wrap; Ford 500 to move to City Hall for service with Administration
- Unit 1402 (tandem-axle dump truck) out of service for repairs.

Operations & Maintenance

- Repair of damaged curb/gutter in 300 Block of E. 10th St.: Complete.
- Started drainage culvert fix on Ute Ave near senior housing. Complete.
- Acacia Ave drainage improvements: parts delivered; work will commence on week of 4/27/2024.
- 9th & Whiteriver – complete

Two-week work forecast

- Alley repair east of 216 E. 21st St. and extending north to 2178 Railroad Ave; repair consists of grading, ribbon curb, valley pan, and asphalt; commences week of May 6, 2024.
- Pothole patching throughout the rest of this asphalt season.
- Start process for acquisition of new Vacuum Truck for C&D/O&M

SENIOR CENTER

- Garfield County Volunteer Appreciation Banquet was hosted by Rifle Saturday, 103 volunteers were served a nice brunch in appreciation for all the work they do at our meal sites
- Sales and Cans volunteer committee is having their Spring Craft Fair this Saturday from 9:00 – 2:00
- June 8th we will be hosting a 5K run / 2K walk as a fundraiser sponsored by our Sales and Cans Volunteer Committee
- In March and April we completed replacing rotted decking on our deck, replaced condensing unit & evaporator coil in our walk in refrigerator, and installed new rails on the ramp outside the kitchen
- Upstairs painting has started and should be completed by end of May

CIVIL ENGINEER

Project Status Summary

- In the past week most of the details for the 2024 and 2025 projects have been worked out.
- Bids were received as well as grant agreements for the Railroad Avenue Waterline replacement. This project completes one of the highest priority water main replacements and the most important street replacement. Work is planned to begin no later than June 3rd and will complete in the fall of 2024.
- CDOT has concluded their scope for the Riverbridge Overlay and Joint repairs
 - They have removed all waterproofing and deck repairs for budgetary reasons. The joints and the overlay can now take place. A meeting is scheduled with CDOT on 4/24 to put together an IGA that will allow the City of Rifle to do the overlay and joints and then be reimbursed for the joints as they are CDOT's responsibility. This project is anticipated to bid in July and be constructed this fall. The entire project will likely take 6-8 weeks.
- Grants for the offsite improvements at the Rifle Apartments have been awarded by DOLA. This includes replacement of one of the highest priority waterlines in the distribution system, a continuation of the Rifle Creek Trail, and an extension of Park Avenue from Centennial Parkway to the North side of the creek.
- The Gateway Intersection is mostly complete with only the traffic signal hardware and some minimal striping remaining.
- Designs for Morrow Drive, Whiteriver Avenue, Tripp Drive, Ute Ave, and 5th Street are complete and under final review. The rehabilitation of the sewer system in the Rose Hill area is reaching completion with the intent to bid this year.
- The RFP for the Penwell Transmission Line is posted.
- The SS4A RFP has been posted.
- The Park and Ride drawings are complete and being put into CDOT format with the intent to bid this fall and construct next year.

Project Financial Update

- The Street Improvement Fund is projected to be within the approved budget this year. \$6,204,674.81 of grant revenues and \$250,000.000 of URA funds being brought in to construct \$7,581,843.73 of capital and maintenance street projects. This also includes water and sewer expenses and revenues for these projects.
- The Street Fund is currently projecting \$7,472.422 in revenues and \$7,657,025 in expenditures. This is a deficit of \$184,603 but a huge improvement on the approved \$1,435,350 deficit in the approved budget. This improvement is attributed to success in grant funding and competitive bidding and construction management bringing project costs down.



Agenda Item #9.b.

Agenda Item Name:

March 2024 Traveler Monitoring Report

Presenter:

Patrick Waller, Interim City Manager

Item Description:

Report

Recommended Action:

Informational Item

Fiscal Impact:

Exact fiscal impact will be determined by RFTA at the end of the year.

Operational Impact:

None

Prior Board Motions:

A previous Council requested quarterly reports on the use of the Traveler and associated costs. Since then, RFTA has consistently provided Council with data.

Background Information:

See Executive Summary

Executive Summary:

A previous Council hired a contractor to conduct a study on the Traveler program in order to provide options the City could pursue. The study provided two options. The first was to operate a transportation service separate from RFTA that would service Rifle. The second option was to improve the methodology used to calculate costs. The latter solution was chosen. RFTA has adopted the methodology recommended by the Rifle study and agreed to provide quarterly reports on usage. The attached report provides data for year to date data.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Interim City Manager

Attachments:

1. 2024 March Traveler Forecast Report



Garfield County Traveler Program



2024 Traveler Actual and Forecasted Service and Cost Monitoring Report



2024 Traveler Actual and Forecasted Service and Cost Monitoring Report

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March 2024 Summary

This is intended to be a Traveler year-to-date Actual and Forecasted Service and Cost monitoring report for the 2024 year. In general, forecasts made with fewer months' data may tend to be less accurate than those made with a greater number of months' data.

This report includes year-to-date data for the month of **March** 2024, so the numbers could change significantly over the course of the year for a wide variety of reasons. However, based on one-fourth of the year's data, a number of observations can be made, as follows:

1. **2024 One-Way Passenger Trips Forecast:** When year-to-date actuals thru March's one-way passenger trips are forecasted out to year-end by multiplying them by 4 for each jurisdiction, they could total approximately **11% less** than the total one-way passenger trips forecast that was budgeted in the 2024 7-Party MOU.
2. **2024 Loaded Miles Forecast:** Similarly, at year end, actual Loaded Miles could total approximately **25% less** than the forecast that was used to budget in the 2024 7-Party MOU.
3. **2024 Loaded Minutes Forecast:** At year end, actual 2024 Loaded Minutes could total approximately **18% less** than the forecast that was used to budget in the 2024 7-Party MOU.
4. **Total 2024 Traveler Cost Forecast:** As of **March** 2024, the year-end forecast for actual costs is approximately **\$29,611** under budget. However, one-way passenger trips, loaded miles, and loaded hours are being redistributed among the participating jurisdictions, and the net costs for Rifle is **increasing** by **\$1,244**, while the net costs for the RFTA jurisdictions and Silt are **decreasing** by **\$14,150** and **\$1,900**, respectively. The net cost impact to Garfield County is **decreasing** by **\$15,461**.
5. **Cost-Effectiveness:** If the current downward trend in one-way passenger trips, loaded miles, and loaded minutes, continues, the cost-effectiveness of the service would decline. The chart below, using three months' data to forecast out to year-end, indicates the following decrease in performance measures would occur:

Performance Measure	YTD Forecast	MOU Budget	\$ Variance	% Variance
Total Cost Per One-Way Psgr. Trip	\$ 79.15	\$ 73.06	\$ 6.09	8%
Total Cost Per Loaded Mile	\$ 17.43	\$ 13.52	\$ 3.91	29%
Total Cost Per Loaded Minute	\$ 4.20	\$ 3.57	\$ 0.63	18%

Budgeted 2024 Traveler 7-Party MOU Service and Cost Data Compared with Traveler Year-to-Date Actual Service and Cost Data Forecasted to Year-End 2024

March 2024 Actual Data

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	
		2024 Forecast One-Way Passenger Trips	MOU Est. One-Way Passenger Trips	Forecast - MOU Vari +/-	2024 Forecast Loaded Miles	MOU Est. Loaded Miles	Forecast - MOU Vari +/-	2024 Forecast Loaded Minutes	MOU Est. Loaded Minutes	Forecast - MOU Vari +/-	2024 Est. Forecast Fully Allocated Cost	Est. MOU Fully Allocated Cost	Forecast - MOU Vari +/-	2024 Est. Forecast Allocation of County Contribution, Grants & Program Income	Est.MOU Allocation of County Contribution, Grants & Program Income	Forecast - MOU Vari +/-	2024 Est. Forecast Net Respons for Each Municipality	MOU Est. Net Respons for Each Municipality	2024 Forecast to 2023 MOU Vari +/-	2024 Forecast Municipal Cost Only Per Trip	2024 Forecast Total Alloc. Cost Per Trip	
1	Carbondale	96	260	(164)	840	2,550	(1,710)	2,432	6,770	(4,338)	\$ 9,697	\$ 23,548	\$ (13,852)	\$ 5,139	\$ 11,535	\$ (6,397)	\$ 4,558	\$ 12,013	\$ (7,455)	\$ 47.48	\$ 101.01	1
2	Glenwood Springs	3,948	3,850	98	10,756	16,150	(5,394)	72,276	81,130	(8,854)	\$ 294,794	\$ 277,983	\$ 16,811	\$ 156,225	\$ 136,170	\$ 20,055	\$ 138,570	\$ 141,814	\$ (3,244)	\$ 35.10	\$ 74.67	2
3	New Castle	428	560	(132)	5,664	7,060	(1,396)	12,532	14,530	(1,998)	\$ 50,425	\$ 53,225	\$ (2,800)	\$ 26,723	\$ 26,072	\$ 650	\$ 23,703	\$ 27,153	\$ (3,450)	\$ 55.38	\$ 117.82	3
4	Silt	-	50	(50)	-	360	(360)	-	980	(980)	\$ -	\$ 3,725	\$ (3,725)	\$ -	\$ 1,825	\$ (1,825)	\$ -	\$ 1,900	\$ (1,900)			4
5	Rifle	4,276	4,760	(484)	16,256	12,990	3,266	71,876	75,410	(3,534)	\$ 313,797	\$ 286,695	\$ 27,103	\$ 166,295	\$ 140,437	\$ 25,858	\$ 147,502	\$ 146,258	\$ 1,244	\$ 34.50	\$ 73.39	5
6	Garfield County	1,216	1,720	(504)	11,724	21,400	(9,676)	28,572	50,160	(21,588)	\$ 119,952	\$ 173,100	\$ (53,148)	\$ 119,952	\$ 173,100	\$ (53,148)	\$ -	\$ -	\$ -	\$ -	\$ 98.64	6
7	Total	9,964	11,200	(1,236)	45,240	60,510	(15,270)	187,688	228,980	(41,292)	\$ 788,666	\$ 818,277	\$ (29,611)	\$ 474,333	\$ 489,139	\$ (14,805)	\$ 314,333	\$ 329,139	\$ (14,805)	\$ 31.55	\$ 79.15	7
	Check Total	9,964		-11%	45,240		-25%	187,688		-18%	\$ 788,666			\$ 474,333			\$ 314,333					
	Difference +/-	-			-			-														

Note: Column P, Line 6 indicates potential changes in Garfield County's 2024 contribution based on year-end forecasted costs and services

Note: Column S, Lines 1 - 5 indicate potential changes in the jurisdictions 2024 contributions based on year-end forecasted costs and services



Chart 1

Jurisdiction	% Actual Psgr. To Budget	% Actual Load Miles To Budget	% Actual Loaded Minutes To Budget
Carbondale	37%	33%	36%
Glenwood Springs	103%	67%	89%
New Castle	76%	80%	86%
Silt	0%	0%	0%
Rifle	90%	125%	95%
Garfield County	71%	55%	57%
Total Average	89%	75%	82%

Chart 2

Performance Measure	YTD Forecast	MOU Budget	\$ Variance	% Variance
Total Cost Per One-Way Psgr. Trip	\$ 79.15	\$ 73.06	\$ 6.09	8%
Total Cost Per Loaded Mile	\$ 17.43	\$ 13.52	\$ 3.91	29%
Total Cost Per Loaded Minute	\$ 4.20	\$ 3.57	\$ 0.63	18%

Line Item	Mar, 2024 YTD		2024 Forecast Reconciliation	
	2024 Budget	Forecast		
1 Total Est. RFTA Traveler Cost	817,424	787,813	(29,611)	
2 Glenwood ADA Contribution	(30,000)	(30,000)	-	
3 Net RFTA Traveler Cost	787,424	757,813	(29,611)	
4 RFTA Carbondale Cost	12,013	4,558	(7,455)	
5 RFTA Glenwood Cost	141,814	138,570	(3,244)	
6 RFTA New Castle Cost	27,153	23,703	(3,450)	
7 Net RFTA Cost	180,980	166,831	(14,150)	RFTA Reduces GF Transfer
8 County Payment to RFTA	606,444	590,982	(15,461)	County refund from RFTA
9 Silt Cost	1,900	-	(1,900)	County refund to Silt
10 Rifle Cost	146,258	147,502	1,244	County bills Rifle
11 Balance of County Funding	458,286	443,480	(14,805)	

2024 Forecast - 03-2024: Year-To-Date and Annualized Cost and Service Data

Line Item	Breakdown	Pay Periods		Annualized	2024 Forecast	Variance
		2024 Budget	YTD Actual			
Salaries Supervisor Ops Dpt		99,522	22,573.51	99,541	101,041	1,519
Salaries NonCDL Bus (FTYR) Ops Dpt		221,488	56,284.35	248,194	248,194	26,706
Salaries NonCDL Bus (PTYR) Ops Dpt		38,156	2,861.86	12,620	12,620	(25,536)
Salaries Transit Dispatch		79,770	17,695.31	78,030	79,584	(186)
Salaries Mechanics Mtn Dpt		49,612	5,770.50	23,082	39,239	(10,373)
Alternative Activity		2,550	-	-	2,550	-
Overtime Pay		10,000				1,753
Overtime Pay - Supervisors			772.13	3,405	3,405	
Overtime Pay - nonCDL FT			206.47	910	910	
Overtime Pay - nonCDL FT			46.14	203	46	
Overtime Pay - Transit Dispatch			1,676.19	7,391	7,391	
Bonus Pay		2,000				-
Bonus Safety			-	-	2,000	
Shift Pay		3,780				744
Shift Pay - nonCDL FT			1,025.85	4,524	4,524	
Separation Pay - Supervisor		0	-	-	-	-
Fringe Benefits Ops Dept	3,112	74,439				(5,431)
Fringe Benefits - Supervisor	17,034		3,771.60	16,631	17,079	
Fringe Benefits - nonCDL FT	37,849		7,344.67	32,387	36,037	
Fringe Benefits - nonCDL PT	3,000		265.39	1,170	1,170	
Fringe Benefits - Dispatch	13,444		3,073.71	13,554	14,722	
Health Insurance Ops Dept	-	79,085				(7,285)
Health Insurance - Supervisor	11,280		2,613.87	10,455	10,455	
Health Insurance - nonCDL FT	51,444		12,243.00	48,972	48,972	
Health Insurance - nonCDL PT	-		5.92	24	24	
Health Insurance - Dispatch	16,361		3,087.21	12,349	12,349	
Subtotal Compensation		660,402	141,318	613,443	642,313	(18,089)
Admin Overhead		40,000	9,999.99	40,000	40,000	-
Vehicle Insurance		14,602	-	-	14,602	-
Office Rental		20,510	4,301.15	17,205	18,065	(2,445)
Telephone/Communications		11,000	1,976.37	7,905	9,480	(1,520)
Staff Training		1,000	-	-	950	(50)
Travel		760	-	-	722	(38)
Office Supplies		800	-	-	760	(40)
Postage		400	-	-	380	(20)
Subtotal Admin		89,072	16,278	65,110	84,959	(4,113)
Repairs-Third pty sevices		37,150	4,618.08	18,472	31,403	(5,747)
Drug and Alcohol Testing		600	-	-	570	(30)
DOT Exams		600	-	-	570	(30)
Unleaded Fuel		8,390	2,436.35	9,745	9,014	624
Compressed Natural Gas		9,010	1,266.20	5,065	6,584	(2,426)
Software Support		12,200	-	-	12,400	200
Subtotal Operating		67,950	8,321	33,283	60,542	(7,408)
Total Budget / Forecast		817,424	165,916	711,836	787,813	(29,611)

Actual & Annualized Data by Jurisdiction	Loaded Miles		Loaded Minutes		Passengers	
	YTD Actual	Annualized	YTD Actual	Annualized	YTD Actual	Annualized
Carbondale	210	840	608	2,432	24	96
Glenwood Springs	2,689	10,756	18,069	72,276	987	3,948
New Castle	1,416	5,664	3,133	12,532	107	428
Silt	-	-	-	-	-	-
Rifle	4,064	16,256	17,969	71,876	1,069	4,276
Rural Garfield	2,931	11,724	7,143	28,572	304	1,216
Total	11,310	45,240	46,922	187,688	2,491	9,964

RFTA - Garfield County Traveler

Year: 2024															
Jurisdiction	Passenger Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
Carbondale	Client	15	5	4										24	96
	PCA	0	0	0										0	0
	Guest	0	0	0										0	0
Carbondale		15	5	4										24	96
Glenwood Springs	Client	319	345	319										983	3,932
	PCA	0	0	1										1	4
	Guest	0	1	2										3	12
Glenwood Springs		319	346	322										987	3,948
New Castle	Client	37	31	39										107	428
	PCA	0	0	0										0	0
	Guest	0	0	0										0	0
New Castle		37	31	39										107	428
Silt	Client	0	0	0										0	0
	PCA	0	0	0										0	0
	Guest	0	0	0										0	0
Silt		0	0	0										0	0
Rifle	Client	347	366	338										1,051	4,204
	PCA	13	5	0										18	72
	Guest	0	0	0										0	0
Rifle		360	371	338										1,069	4,276
Garfield County	Client	89	123	92										304	1,216
	PCA	0	0	0										0	0
	Guest	0	0	0										0	0
Garfield County		89	123	92										304	1,216
		820	876	795										2,491	9,964

Note: Garfield County client passenger type includes food cambro deliveries. Each delivery accounts for one client trip.

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
2024 - Loaded Miles	Carbondale	151	6	53										210	840
	Glenwood Springs	873	924	892										2,689	10,756
	New Castle	516	437	463										1,416	5,664
	Silt	0	0	0										0	0
	Rifle	1,445	1,341	1,278										4,064	16,256
	Garfield County	990	1,089	852										2,931	11,724
		3,975	3,797	3,538										11,310	45,240

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
2024 - Loaded Minutes	Carbondale	434	54	120										608	2,432
	Glenwood Springs	7,690	5,409	4,970										18,069	72,276
	New Castle	1,045	949	1,139										3,133	12,532
	Silt	0	0	0										0	0
	Rifle	6,311	6,374	5,284										17,969	71,876
	Garfield County	2,211	2,645	2,287										7,143	28,572
		17,691	15,431	13,800										46,922	187,688

Loaded Miles = Miles driven with passengers on board / Loaded Minutes = Minutes driven with passengers on board

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
2024 - Loaded Hours	Carbondale	7.2	0.9	2.0										10.1	40.5
	Glenwood Springs	128.2	90.4	83.0										301.6	1,206.5
	New Castle	17.5	15.9	19.0										52.3	209.3
	Silt	0.0	0.0	0.0										0.0	0.0
	Rifle	105.0	106.3	87.9										299.2	1,196.8
	Garfield County	36.9	44.1	38.1										119.1	476.5
		294.8	257.5	230.1										782.4	3,129.6

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024 - Distinct Customers	Carbondale	2	1	2										2
	Glenwood Springs	30	29	30										35
	New Castle	4	5	4										7
	Silt	0	0	0										0
	Rifle	32	30	33										35
	Garfield County	10	11	10										11
		78	76	79										90

Loaded Hours = Hrs driven w/psg on board / Distinct Customers p/month = Unique customers utilizing the service / YTD distinct customers shows unique YTD customers

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024 - Psg p/Mile	Carbondale	0.02	0.04	0.03										0.03
	Glenwood Springs	0.14	0.15	0.14										0.15
	New Castle	0.03	0.02	0.03										0.03
	Silt													
	Rifle	0.14	0.15	0.16										0.15
	Garfield County	0.03	0.03	0.03										0.03
		0.08	0.09	0.09										0.09

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024 - Psg p/Hour	Carbondale	0.22	0.36	0.29										0.25
	Glenwood Springs	1.21	1.25	1.16										1.20
	New Castle	0.26	0.24	0.25										0.25
	Silt													
	Rifle	1.45	1.32	1.34										1.36
	Garfield County	0.27	0.30	0.27										0.28
		0.79	0.79	0.78										0.78

RFTA - Garfield County Traveler

Jurisdiction: Carbondale															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Non-ADA - Ambulatory	No	2	5	2										9
2024	Non-ADA - Ambulatory	Yes	13		2										15
			15	5	4										24

Jurisdiction: Glenwood Springs															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	ADA - Ambulatory	No		186	204	198									588
2024	ADA - Ambulatory Requiring Lift	No		9	10	6									25
2024	ADA - WheelChair	No		53	55	60									168
2024	Non-ADA - Ambulatory	No		62	70	44									176
2024	Non-ADA - Ambulatory Requiring Lift	No				1									1
2024	Non-ADA - WheelChair	No		9	6	10									25
				319	345	319									983

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: New Castle															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Non-ADA - Ambulatory	No	37	31	39										107
			37	31	39										107

Jurisdiction: Rifle															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Non-ADA - Ambulatory	No	208	234	206										642
2024	Non-ADA - Ambulatory Requiring Lift	No	58	76	59										193
2024	Non-ADA - WheelChair	No	83	58	75										216
			349	368	340										1,051

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: Garfield County															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	ADA - Ambulatory	No	18	25	24										67
2024	ADA - Ambulatory Requiring Lift	No	2	4											6
2024	ADA - WheelChair	No		10											10
2024	Non-ADA - Ambulatory	No	33	56	36										125
2024	Non-ADA - Ambulatory Requiring Lift	No	36	28	32										96
			89	123	92										304

Jurisdiction: Silt															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Non-ADA - Ambulatory	No	0	0	0										0
			0	0	0										0

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: Carbondale														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Errands		3											3
2024	Medical	15	2	4										21
		15	5	4										24

Jurisdiction: Glenwood Springs														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Errands	105	103	107										315
2024	Medical	54	81	46										181
2024	Wellness	70	65	61										196
2024	Work	90	96	105										291
		319	345	319										983

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: New Castle														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Errands	2												2
2024	Medical	5	3	0										8
2024	Wellness	17	16	28										61
2024	Work	13	12	11										36
		37	31	39										107

Jurisdiction: Rifle														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Errands	115	105	97										317
2024	Medical	49	88	55										192
2024	Wellness	44	39	50										133
2024	Work	139	134	136										409
		347	366	338										1,051

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: Garfield County														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Cambro	36	28	32										96
2024	Errands	6	6	2										14
2024	Medical	2	14	0										16
2024	Wellness	8	14	12										34
2024	Work	37	61	46										144
		89	123	92										304

Jurisdiction: Silt														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Medical	0	0	0										0
		0	0	0										0

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

Year	Jurisdiction	No Show Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	Carbondale	Late Cancel	2	3											5
	Carbondale	No Show	1	0	0										1
	Carbondale		3	3	0										6
	Glenwood Springs	Late Cancel	29	12	23										64
	Glenwood Springs	No Show	11	10	9										30
	Glenwood Springs		40	22	32										94
	New Castle	Late Cancel	4	6	2										12
	New Castle	No Show	0	0	0										0
	New Castle		4	6	2										12
	Silt	No Show	0	0	0										0
	Silt		0	0	0										0
	Rifle	Cancel at Door	1												1
	Rifle	Late Cancel	7	12	11										30
	Rifle	No Show	1	3	9										13
	Rifle		9	15	20										44
	Garfield County	Late Cancel	1	3	4										8
	Garfield County	No Show	2	0	0										2
	Garfield County		3	3	4										10
			59	49	58										166

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024 - Denials	Carbondale	0	0	0										0
	Glenwood Springs	0	0	0										0
	New Castle	0	0	0										0
	Silt	0	0	0										0
	Rifle	0	0	0										0
	Garfield County	0	0	0										0
		0	0	0										0