CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

September 4, 2024
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

a. Discussion on upcoming Lead Service Line Inventory

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 August 21, 2024 Regular Meeting

   5.b. Consider City Manager Employment Agreement

6. **Action, if any, on Workshop Items**

7. **Regular Agenda**

   7.a. Consider Ordinance No. 18 Series of 2024 - Final Plan for Rifle Depot - 1st Reading and Property Exchange and Park and Ride Improvements Agreement

   7.b. Consider Hogan Lovells as the Bond Counsel for the City of Rifle and Authorize the Mayor to Sign Letter of Engagement - Habitat for Humanity Factory Project

   7.c. Consider Funding Request for Businesses Impacted by Railroad 5th-9th Waterline Project

   7.d. Consider Funding Request for Parachute Area Transit Service for 2025 Budget

8. **Administrative Reports**

8.a. Report to City Manager

9. Comments from Mayor and Council

10. Adjournment

ACCESSIBILITY STATEMENT

The City of Rifle values full inclusion and access for all of our facilities, programs, activities and services. We are pleased to provide meaningful accommodations to comply with the Americans with Disabilities Act (ADA) and reasonably provide translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services. To request special assistance, call City Clerk Alexis Ramirez at 970-665-6405 or email aramirez@rifleco.org. Please allow 48 hours for your requests to be met.

La Ciudad de Rifle valora la plena inclusión y acceso para todas nuestras instalaciones, programas, actividades y servicios. Nos complace proporcionar alojamientos significativos para cumplir con la Ley de Estados Unidos con Discapacidades (ADA) y proporcionar razonablemente traducciónes, interpretaciónes, modificaciones, adaptaciones, formatos alternativos, ayudas auxiliares y servicios. Para solicitar asistencia especial, llame a la City Clerk Alexis Ramírez al 970-665-6405 o envíe un correo electrónico a aramirez@rifleco.org. Por favor, permita 48 horas para que se atiendan sus solicitudes.

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: September 4, 2024

Agenda Item #a.

Agenda Item Name:
Discussion on upcoming Lead Service Line Inventory

Presenter:
Jared Emmert, Utilities Director

Item Description:
Discussion on the upcoming Lead Service Line Inventory.

Recommended Action:
Discussion only.

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
Discussion and briefing on the upcoming Lead Service Line Inventory, which is due to the State of Colorado on October 16th. We are required to notify customers if their service line material is unknown. This includes the privately owned side of their service lines. We currently have 380 "unknowns" that will need to be notified.

Notification Requirements:
N/A

Prepared By:
Jared Emmert, Utilities Director

Attachments:
None

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: September 4, 2024

Agenda Item #5.a.

Agenda Item Name:
Consider Minutes of the August 21, 2024 Regular Meeting

Presenter:
Alexis Ramirez, City Clerk

Item Description:
Consider Minutes of the August 21, 2024, Regular Meeting

Recommended Action:
Move to approve the minutes of the August 21,2024, City Council Regular Meeting

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
Minutes of the August 21, 2024, Regular Meeting

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, City Clerk

Attachments:
1. 08.21.2024 DRAFT Minutes

RIFLE CITY COUNCIL

REGULAR MEETING

August 21, 2024
7:00 p.m.
202 Railroad Avenue, Rifle, CO

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

Present at Roll Call:
Councilor Clint Hostettler, Councilor Chris Bornholdt, Councilor Alicia Gresley, Councilor Karen Roberts, Councilor Joe Carpenter, Councilor Brian Condie, and Mayor Sean Strode.

Roll Call: Yes - Clint Hostettler, Chris Bornholdt, Alicia Gresley, Karen Roberts, Joe Carpenter, Brian Condie, and Sean Strode.
No – None.

Others Present:
Interim City Manager Patrick Waller, City Clerk Alexis Ramirez, City Attorney Jim Neu, Rifle Cable 10 Manager (RCTV) Michael Churchill, Police Chief Debra Funston, Police Lieutenant Mike Kuper, Procurement & Grant Reporting Manager Iris Trevisano, Parks & Recreation Director Austin Rickstrew, Utilities Director Jared Emmert, Police Sergeant Mike Pruitt, Police Corporal Diego Pina, Patrol Officer Ariel Herrera, Patrol Officer Leland Loux, Patrol Officer Wyatt Bornholdt, IT Systems Administrator Brenda Maes, Mary Harlan, Dana Reimholz, and Rachel Reimholz.

PUBLIC COMMENT
No public comment was heard.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

A. Consider Minutes of the August 7, 2024 Regular Meeting
B. Consider Liquor License Renewal for Mi Lindo Nayarit, Inc dba Mi Lindo Nayarit
C. Consider Liquor License Renewal for Rolling Fork Grill, LLC dba Brickhouse Pizzeria
D. Consider Liquor License Renewal for Loyal Order of Moose Lodge #1345 dba Loyal Order of Moose Lodge #1345

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

REGULAR AGENDA

Consider Letter of Support for Northwest Colorado Regional Electric Vehicle Charging Network Project - Installation of EV Chargers on City Parking Garage

Interim City Manager Patrick Waller and Mary Harlan with Clean Energy Economy for the Region presented a request to consider a letter of support for Northwest Colorado Regional Electric Vehicle Charging Network Project for the installation of EV chargers in the Rifle City Hall parking garage. Grant funds from the United States Department of Transportation Charging and Fueling Infrastructure will enable Northwest Colorado Council of Government's deployment of EV charging stations along four Alternative Fuel Corridors across seven rural counties. This project will facilitate the expansion of electric vehicle charging infrastructure. There is no match request for the grant funding. The City of Rifle has previously pursued electric vehicle chargers in the parking structure, however at that time the funding for the project was significant and the City of Rifle did not pursue the project. If awarded and the project moves forward, there would be four parking spots that are reserved for electric vehicle charging in the Rifle City Hall parking structure. The City of Rifle would own the chargers to be able to set the fee structure, but the chargers would be maintained by an external company.

Interim City Manager Patrick Waller and Mary Harlan answered questions for Council.

Councilor Alicia Gresley moved to approve Letter of Support for the Northwest Colorado Regional Electric Vehicle Charging Network Project with discussed amendments; seconded by Councilor Karen Roberts.
Roll Call: Yes - Alicia Gresley, Karen Roberts, Brian Condie, Chris Bornholdt, and Sean Strode.
No – Clint Hostettler, Joe Carpenter.

Consider Awarding Bid to JVA, Inc for Second Pond Inlet Design

Procurement & Grant Reporting Manager Iris Trevisano and Utilities Director Jared Emmert presented a request to consider awarding bid to JVA Inc. for the design services associated with the Second Pond Inlet Project for an amount not to exceed $155,600. The design was not included in the 2024 Budget; however, pond improvements were part of the capital plan for 2025. The current inlet that was installed in 2006 was in a good location, however river morphology has changed in the last eighteen years and the current location is problematic. With this design project, the inlet will be relocated. After intake issues that occurred this Spring, the project is considered to be necessary. The construction will be included in the 2025 Budget. Two bids were received for the Second Pond Inlet Design Project. Staff recommends awarding the Second Pond Inlet Design Project to JVA, Inc. If the design project is approved, staff aims to have the design completed by the end of 2025.

Utilities Director Jared Emmert answered questions for Council.

Councilor Alicia Gresley moved to approve award bid to JVA, Inc. for the design services associated with the Second Pond Inlet Project for an amount not to exceed $155,600; seconded by Councilor Clint Hostettler.
Roll Call: Yes - Joe Carpenter, Alicia Gresley, Brian Condie, Karen Roberts, Chris Bornholdt, Clint Hostettler, and Sean Strode.
No – None.

Consider Authorizing Submission of the Garfield County FMLD Grant Application for 5th Street and UTE Project - Resolution No. 20, Series of 2024
Procurement & Grant Reporting Manager Iris Trevisano presented a request to consider authorizing submission of the Garfield County FMLD grant application for the 5th Street and Ute Avenue Project. The project is estimated at $1,500,000; the grant will cover up to $1,000,000 and the city will match 30% from the General Fund. This project is in both the streets and water master plans. The City of Rifle will replace a faulty waterline, construct continuous sidewalks, repair the roadway, fix curbs and gutters at 5th Street/Ute Avenue, address 1,600 linear feet of roadway, and address 1,700 feet of waterline. Staff recommends submission of this grant application, authorize the city manager to sign the grant agreement, and to allocate funds not to exceed $1,000,000 to fulfill the grant requirements.

Procurement & Grant Reporting Manager Iris Trevisano answered questions for Council.

Councilor Clint Hostettler moved to approve Resolution No. 20, Series of 2024, to authorize staff to submit a grant application to the Garfield County Federal Mineral Lease District, to authorize the city manager to sign the grant agreement and to allocate funds not to exceed $1,000,000 to fulfill grant requirements; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Alicia Gresley, Chris Bornholdt, Brian Condie, Clint Hostettler, Joe Carpenter, Karen Roberts, and Sean Strode.
No – None.

Consider Authorizing Submission of the Garfield County FMLD Mini-Grant Application to Purchase Two Radar Speed Trailers - Resolution No. 19, Series of 2024
Procurement & Grant Reporting Manager Iris Trevisano and Police Chief Debra Funston presented a request to consider authorizing staff to submit the Garfield County Federal Mineral Lease District mini-grant application to purchase two Radar Speed Trailers and for the city manager to sign the grant agreement to expend the funds necessary to meet the terms of the grant not to exceed $25,000. The purchase of two mobile radar trailers would increase the Police Department's ability to monitor traffic speeds and provide visible speeding deterrent in various locations throughout Rifle. The Police Department Speed Trailer broke down this past year and is not repairable; additionally, the trailer is no longer compatible with current systems. The replacement of the radar trailer was not included in the 2024 Budget. The Federal Mineral Lease District mini-grant of $25,000 would enable the purchase of one ATS5 trailer for $18,505.72 and one ATS3 trailer for $11,819.85, for a total of $30,325.57. This grant would not require a match from City of Rifle; if fully funded, the City of Rifle could potentially fund the remaining $5,325.57 out of the savings from recent fleet purchases.

Procurement & Grant Reporting Manager Iris Trevisano and Police Chief Debra Funston answered questions for Council.

Councilor Alicia Gresley moved to approve Resolution No. 19, Series of 2024, to allow staff to submit the mini-grant application to Garfield County Federal Mineral Lease District for the purchase of two Radar Speed Trailers and the city manager to sign the grant agreement and to expend the funds necessary to meet the terms of the grant not to exceed $25,000; seconded by Councilor Karen Roberts.
Roll Call: Yes - Karen Roberts, Brian Condie, Alicia Gresley, Clint Hostettler, Chris Bornholdt, Joe Carpenter, and Sean Strode.
No – None.

Report to City Manager
Reports were heard from Interim City Manager Patrick Waller.

Comments from Mayor and Council
Comments were heard from Councilor Alicia Gresley, Councilor Brian Condie, Councilor Joe Carpenter, and Mayor Sean Strode.

Adjournment
Meeting adjourned at 7:56 p.m.

Alexis Ramirez City Clerk	Sean Strode Mayor

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: September 4, 2024

Agenda Item #5.b.

Agenda Item Name:
Consider City Manager Employment Agreement

Presenter:
James S. Neu, City Attorney

Item Description:
Contract Agreement

Recommended Action:
Move to approve City Manager Employment Agreement

Fiscal Impact:
Contract Outlines City Manager's Compensation for the duration of the contract

Operational Impact:
N/A

Prior Board Motions:
Council previously directed Staff to notice Patrick Waller as the sole candidate for the position.

Background Information:
Patrick Waller has been operating as interim City Manager since April of this year. He has been with the City of Rifle as Planning Director since April of 2021.

Executive Summary:
The City Manager Employment Agreement is the final stage in the City Manager hiring process.

Notification Requirements:
Notice was completed naming Patrick Waller as the finalist for the position.

Prepared By:
Patrick Waller, Interim City Manager

Attachments:
1. 20240904-Rifle City Manager Contract

EMPLOYMENT AGREEMENT
CITY MANAGER OF THE CITY OF RIFLE, COLORADO

THIS AGREEMENT is made and entered into between the CITY OF RIFLE, COLORADO ("Employer" or the "City"), and PATRICK WALLER ("Employee" or "City Manager") this 4th day of September 2024.

RECITALS

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

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

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

TERMS & CONDITIONS

<u>SECTION ONE – EMPLOYMENT</u>

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

1.2 Employee's employment as City Manager under this Agreement shall commence September 15, 2024. Pursuant to Article 6 of the Charter and Chapter 2, Article 3 of the City of Rifle Municipal Code (the "Code"), the City Manager serves as the chief administrative officer of the City and is directly responsible to the City Council for the administration of the City. All City Council direction to the City shall be through the City Manager. The City Manager shall report to and serve at the pleasure of City Council.

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

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

SECTION TWO – DUTIES

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

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

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

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

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

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

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

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

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

SECTION THREE – TERM OF EMPLOYMENT

3.1 The initial term of this Agreement shall be for 24 months from September 15, 2024, to September 14, 2026, subject to annual appropriation in the City's normal budget process at the salary stated in Section Four, below. The City Council shall review Employee's work performance annually unless either party desires additional periodic reviews.

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

SECTION FOUR – SALARY AND BENEFITS

4.1 Compensation. City agrees to place Employee at Grade D pursuant to the City's adopted Compensation Plan for services rendered pursuant hereto, which has an annual base salary of $163,329.00 per calendar year, payable in installments at the same time as other employees of the City are paid. Compensation shall be further adjusted as set forth in the City's adopted Compensation Plan; provided, however, any ad hoc wage adjustments to City employees directed by the City Council will also apply to Employee's salary. Upon the expiration of the term of this Agreement, Employee and the City shall review the compensation for any renewal term. Employee acknowledges and agrees that the total compensation to Employee may not exceed 105% of the average of the total compensation paid to City Managers of the approximate population of the City.

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

4.3 Benefits. Employer shall provide Employee with health, retirement, paid leave and other employment benefits offered to its full-time supervisory employees as set forth in its Personnel Manual that have completed 15 years of service with the City (currently 7.7 hours of vacation accumulating each pay period with a maximum annual vacation accrual of 400 hours), as such manual may be amended by the City Council from time to time.

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

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

SECTION FIVE – TERMINATION AND SEVERANCE PAY

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

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

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

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

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

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

SECTION SIX – PROFESSIONAL DEVELOPMENT

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

SECTION SEVEN – RESIDENCY

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

SECTION EIGHT – ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

EMPLOYER:
CITY OF RIFLE, COLORADO

____
Sean Strode, Mayor

ATTEST:

____
City Clerk

EMPLOYEE:

By: ____________________________________
Patrick Waller

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: September 4, 2024

Agenda Item #7.a.

Agenda Item Name:
Consider Ordinance No. 18 Series of 2024 - Final Plan for Rifle Depot - 1st Reading and Property Exchange and Park and Ride Improvements Agreement

Presenter:
Patrick Waller, Interim City Manager

Item Description:
Final Plan Request

Recommended Action:
Move to approve Ordinance No. 18 Series of 2024 on first reading as presented and order it be published as required by Charter.

Fiscal Impact:
The City of Rifle received Raise Grant Funding in 2023 to construct the improvements to the new Rifle Park and Ride location. The fiscal impacts will be limited to the match associated with the agreement. The project will be included in the 2025 budget.

Operational Impact:
Operational impacts include the extension of City Right-of-way, Water, and Sewer lines and associated maintenance.

Prior Board Motions:
City Council previously voted to apply for Raise grant funding for the project.

Background Information:
The project includes the extension of both West Avenue and Park Avenue into the site as well as City of Rifle ownership of the Park and Rive area. The southern portion of the project includes the newly constructed Park and Ride, which will act as a buffer from the railroad for future development. The development and infrastructure will include water and sewer extensions, as well as sidewalk extensions and landscaping.

Executive Summary:
The applicant, is requesting approval of a Final Plan for subdivision of a 5.08 acre parcel in downtown Rifle. The City of Rifle was awarded a grant for the construction of a new Park and Ride that will be built as part of the proposed project. The City is working with the private property owner for dedication of right-of-way and creation of parcels.
Planning Commission reviewed and approved the Preliminary Plan for the project at their June 27, 2023 meeting.

Notification Requirements:
No additional notification required.

Prepared By:
Patrick Waller, Interim City Manager

Attachments:
1. Rifle Depot - Final Plat Staff Report
2. 13001 RIFLE DEPOT SUB 2023 REVISED
3. 20240827-Land Exchange Agreement-Final
4. CDOT MOU
5. Ordinance No. 18-Rifle Depot Subdivision

DEPARTMENT OF PLANNING & DEVELOPMENT
202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6490

MEMORANDUM

TO:	City of Rifle City Council
FROM:	Patrick Waller, Planning Director, AICP
DATE:	September 4, 2024
SUBJECT:	Rifle Depot – Final Plat
ADDRESS:	101 Centennial Parkway
CASE #:	2024-040
APPLICANT:	Rifle Depot LLC

I. <u>REQUEST AND SUMMMARY</u>

The applicant, is requesting approval of a Final Plan for subdivision of a 5.08 acre parcel in downtown Rifle. The City of Rifle was awarded a grant for the construction of a new Park and Ride that will be built as part of the proposed project. The City is working with the private property owner for dedication of right-of-way and creation of parcels.

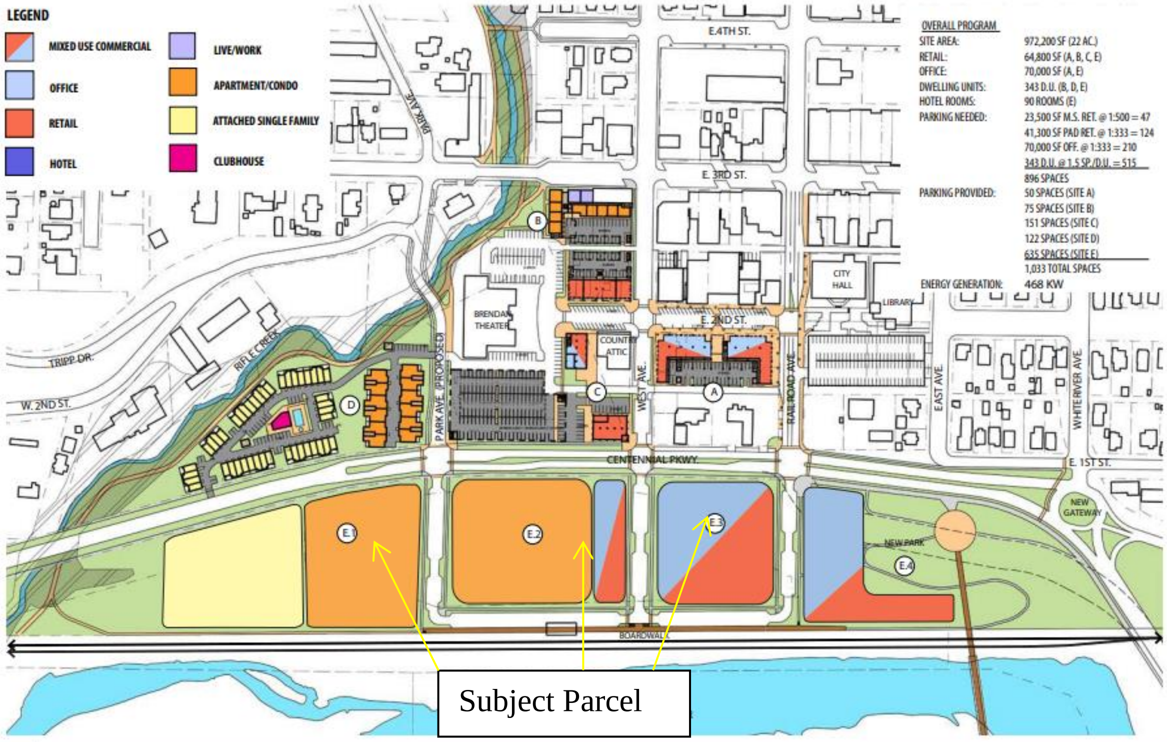
Planning Commission reviewed and approved the Preliminary Plan for the project at their June 27, 2023 meeting.

II. <u>PROJECT MAP</u>

The property is one of the largest vacant parcels in Rifle's southern downtown area.

ZONING, LAND USE, AND COMPREHENSIVE PLAN

The property plays a pivotal role in the City of Rifle's downtown plans and has always been considered for additional development. Renderings from previous conceptual city plans are shown below.



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The property is zoned Central Business District - River Gateway. This allows for a variety of commercial and residential uses. The Central Business District zone districts have very strict design guidelines for the way that buildings and sites are required to be developed.

III. PROJECT DESIGN

The project includes the extension of both West Avenue and Park Avenue into the site as well as City of Rifle ownership of the Park and Rive area. The southern portion of the project includes the newly constructed Park and Ride, which will act as a buffer from the railroad for future development. The development and infrastructure will include water and sewer extensions, as well as sidewalk extensions and landscaping.

IV. REFERRAL AND STAFF COMMENTS

The application was sent out for comments from other City Departments, Colorado River Fire Rescue, Xcel Energy, RFTA, CDOT, Union Pacific, and the Downtown Development Authority as part of the Preliminary Plan application. Responses are included as part of the Staff Report and referenced in Staff comments as applicable. All Preliminary Plan comments have been addressed as part of the Final Plat application.

Staff Comments

Park and Ride

The project is being completed as part of the federal RAISE grant for construction of the new park and ride. The existing Park and Ride facility has approximately 60-spaces and is generally at capacity. The new Park and Ride facility will include approximately 136 parking spaces. Utilities will also be run to the existing parcels to allow for easier future development.

Improvements

The new sidewalks will be constructed along new City right-of-way. The southern boundary will include a fence that will help to further buffer the railroad tracks from the development.

Access onto Railroad Avenue

The project includes the installation of a vehicular access onto Railroad Avenue. This will be limited to a right-in and right-out access because of existing topography, the design of Railroad in this location, and the proximity to the Railroad and Centennial intersection.

CDOT Property

Staff is working with CDOT to finalize the transfer of the Park and Ride facility and associated property. CDOT currently owns the existing Park and Ride. Once the new facility is completed the property will be transferred to the City and the private property owner. At this time the Final Plat is only approving the subdivision of the applicant's property. Once the Park and Ride is completed, an Amended Final Plat will be processed to merge the parcels.

V. CITY COUNCIL REVIEW CRITERIA

Pursuant to Section 16-5-280, the City shall consider the following criteria before approving a project (*staff comments shown in italics*):

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

   The project is following the requirements and processes of the Rifle Municipal Code. Future development of the property will be required to meet existing zoning and design standards.

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

   At this time uses for the property have not been identified. However, the property is a prime location for commercial and residential development within the City. Because of the strong zoning regulations in place for the property, any proposed project will be compatible with the surrounding area.

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

   This project has been proposed and identified in many of the long range planning documents within the City. The addition of more Park and Ride spaces is needed, as the existing facility is often full.

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

   No adverse environmental effects are anticipated.

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

   The proposed project is compatible with the City of Rifle Comprehensive Plan as well as other long-range planning documents.

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

   The development of the vacant parcel is anticipated to have a positive benefit on the value of property and buildings within the surrounding area.

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

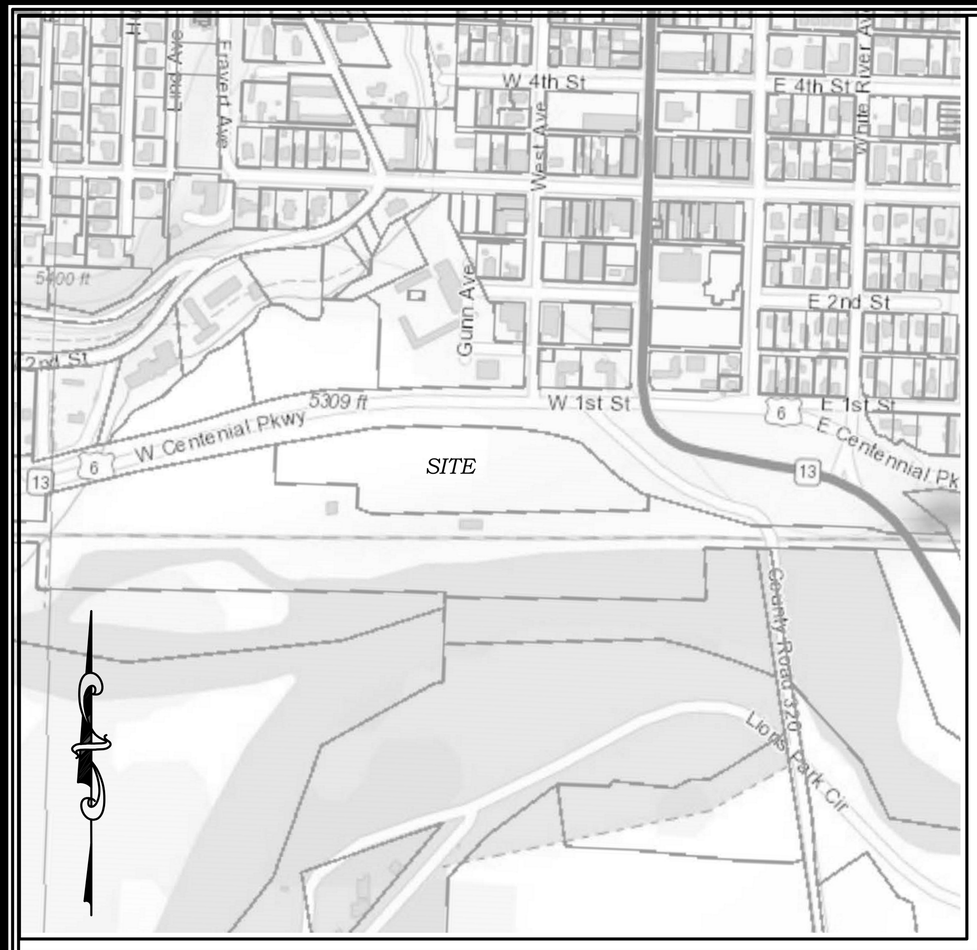
   Not applicable.

VI. STAFF RECOMMENDATION

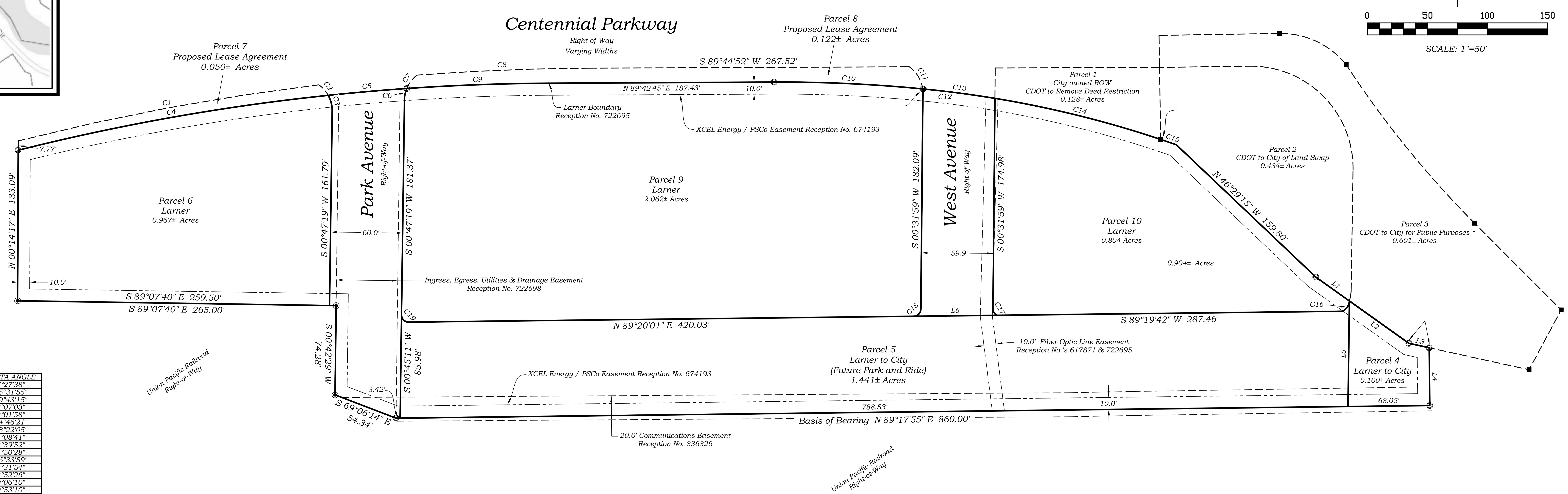
Staff recommends that City Council **approve** the Final Plan for the Rifle Depot subdivision.

RIFLE DEPOT SUBDIVISION PLAT

Parcels of Land Situate in the NW1/16 of Section 16, Township 6 South,
Range 93 West of the 6th P.M.
City of Rifle, County of Garfield, State of Colorado



Vicinity Map
Scale: 1"=500'



LINE	BEARING	DISTANCE
L1	N 54°31'45" W	34.39'
L2	S 54°31'45" E	60.71'
L3	S 77°36'15" E	17.33'
L4	N 00°37'14" W	48.06'
L5	S 00°45'15" W	87.85'
L6	S 89°21'27" W	69.09'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1954.85'	254.54'	254.36'	S 79°25'38" W	7°27'38"
C2	26.50'	11.81'	11.71'	N 41°42'49" W	25°31'55"
C3	26.50'	13.75'	13.59'	N 14°05'15" W	29°43'15"
C4	1850.00'	262.10'	261.88'	S 79°57'05" W	8°07'03"
C5	1850.00'	65.63'	65.63'	S 85°01'35" W	2°01'58"
C6	28.30'	7.30'	7.28'	S 15°10'30" W	14°46'21"
C7	28.30'	14.01'	13.87'	S 36°44'43" W	28°22'05"
C8	1966.59'	142.27'	142.23'	S 87°39'59" W	4°08'41"
C9	1850.00'	118.32'	118.30'	N 87°52'30" E	3°39'52"
C10	1213.30'	123.69'	123.64'	S 87°22'01" E	5°50'28"
C11	27.30'	22.19'	21.58'	N 31°19'47" W	46°33'59"
C12	27.30'	1.21'	1.21'	N 06°46'50" W	2°31'54"
C13	896.38'	60.60'	60.59'	N 82°33'42" W	3°52'26"
C14	895.00'	142.19'	142.04'	N 76°04'27" W	9°06'10"
C15	895.00'	13.84'	13.84'	N 71°03'10" W	0°53'10"
C16	10.00'	10.94'	10.40'	N 34°29'09" E	62°39'57"
C17	6.50'	6.75'	6.45'	S 29°13'09" E	59°30'16"
C18	6.00'	9.30'	8.40'	N 44°56'00" E	88°48'02"
C19	6.00'	9.58'	8.59'	S 44°56'20" E	91°27'18"

NOTES

1.) DATE OF SURVEY WAS MARCH 6, 2023.

2.) BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF N89°17'55"E ALONG THE SOUTH LINE OF AMENDED LOT 1, UNION PACIFIC MINOR SUBDIVISION, BETWEEN FOUND #5 REBARS AND 1-1/4" PLASTIC CAP STAMPED "PLS 19598" AS SHOWN HEREON.

3.) THIS PLAT IS BASED ON:

a. THE BOUNDARY AMENDMENT PLAT OF LOT 1, UNION PACIFIC MINOR SUBDIVSION AND THE UNION PACIFIC RAILROAD RIGHT OF WAY BOUNDARY RECORDED MAY 7, 2007 AS RECEPTION NO. 722695 IN THE RECORDS OF THE GARFIELD, COUNTY, COLORADO CLERK AND RECORDER'S OFFICE.

b. RESEARCH FOR RIGHTS-OF-WAY AND EASEMENTS OF RECORD ARE BASED ON COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NUMBER 2023-04-18, DATED APRIL 21, 2023.

c. MONUMENTS FOUND IN PLACE AS INDICATED HEREON.

4.) ALL DIMENSIONS SHOWN HEREON ARE RECORD AND AS-MEASURED UNLESS OTHERWISE INDICATED.

5.) ALL FOUND OR SET MONUMENTS ARE FLUSH WITH GROUND EXCEPT AS NOTED HEREON.

6.) THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

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

SURVEYOR'S CERTIFICATE

I MICHAEL J. LANGHORNE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE FINAL PLAT OF RIFLE DEPOT SUBDIVISION AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT ACCURATELY REPRESENTS A SURVEY, PERFORMED BY ME OR UNDER MY SUPERVISION, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONFORMS WITH THE CURRENT "STANDARDS FOR LAND SURVEYS" OF THE COLORADO AES BOARD OF LICENSURE, AS WELL AS WITH RELATED SURVEY REQUIREMENTS OF CURRENT VERSIONS OF THE COLORADO REVISED STATUTES AND THE CITY OF RIFLE REGULATIONS, THIS CERTIFICATE IS NOT INTENDED TO BE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE OF ANY MATTERS EXCEPT THOSE STATED IN THE PRECEDING SENTENCE AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF THE FINAL PLAT OF RIFLE DEPOT SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL
MICHAEL J. LANGHORNE, COLORADO P.L.S. #36572

PARCEL 7 LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NW1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, COLORADO. ALL BEARINGS RELATIVE TO AN ASSUMED BEARING OF N37°11'17"E BETWEEN THE SOUTHWEST CORNER OF SECTION 16, T6S, R94W, A 3" GARFIELD COUNTY SURVEYOR BRASS CAP ON 3-1/2" STEEL PIPE STAMPED "GARFIELD COUNTY SURVEYOR T6S R93W SW S21" AND NGS MONUMENT "WDP5", A 3" BRASS CAP STAMPED "WDP5 1977" IN CONCRETE. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1, AS SHOWN ON THE BOUNDARY AMENDMENT PLAT RECORDED AS RECEPTION NO. 722695 IN THE GARFIELD COUNTY, COLORADO CLERK AND RECORDER'S RECORDS; THENCE DEPARTING SAID NORTH LINE N00°14'17"E 7.77 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1954.85, AN ARC LENGTH OF 254.54, (CHORD BEARS N79°25'38"E 254.36 FEET); THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 26.50, AN ARC LENGTH OF 11.81, (CHORD BEARS S41°42'55"E 11.71 FEET) TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE ALONG SAID NORTH LINE, ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1850.00, AN ARC LENGTH OF 262.10, (CHORD BEARS S79°57'05"W 261.88 FEET) TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.050 ACRES MORE OR LESS.

PARCEL 8 PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NW1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, COLORADO. ALL BEARINGS RELATIVE TO AN ASSUMED BEARING OF N37°11'17"E BETWEEN THE SOUTHWEST CORNER OF SECTION 16, T6S, R94W, A 3" GARFIELD COUNTY SURVEYOR BRASS CAP ON 3-1/2" STEEL PIPE STAMPED "GARFIELD COUNTY SURVEYOR T6S R93W SW S21" AND NGS MONUMENT "WDP5", A 3" BRASS CAP STAMPED "WDP5 1977" IN CONCRETE. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1, AS SHOWN ON THE BOUNDARY AMENDMENT PLAT RECORDED AS RECEPTION NO. 722695 IN THE GARFIELD COUNTY, COLORADO CLERK AND RECORDER'S RECORDS; THENCE DEPARTING SAID NORTH LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 28.30, AN ARC LENGTH OF 14.01, (CHORD BEARS N36°44'43"E 13.87 FEET); THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1966.59, AN ARC LENGTH OF 142.27, (CHORD BEARS N87°39'59"E 142.23 FEET); THENCE N89°44'52"E 267.52 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 27.22, AN ARC LENGTH OF 22.25, (CHORD BEARS S31°31'13"E 21.64 FEET) TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE ALONG SAID NORTH LINE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1213.30, AN ARC LENGTH OF 123.78, (CHORD BEARS N87°21'53"W 123.73 FEET); THENCE CONTINUING ALONG SAID NORTH LINE S89°42'45"W 187.43 FEET; THENCE CONTINUING ALONG SAID NORTH LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1850.00, AN ARC LENGTH OF 118.32 (CHORD BEARS S87°52'30"W 118.30 FEET) TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.122 ACRES MORE OR LESS.

UTILITY COMPANY CERTIFICATES

THIS PLAT APPROVED BY XCEL ENERGY OF COLORADO THIS ______ DAY OF ____________________ , A.D., 20___.

BY: ______________________________

TITLE: ______________________________

THIS PLAT APPROVED BY CENTURYLINK COMMUNICATIONS THIS ______ DAY OF ____________________ , A.D., 20___.

BY: ______________________________

TITLE: ______________________________

THIS PLAT APPROVED BY COMCAST CABLE SERVICES THIS ______ DAY OF ____________________ , A.D., 20___.

BY: ______________________________

TITLE: ______________________________

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE SOLE OWNER, IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

AMENDED LOT 1
UNION PACIFIC MINOR SUBDIVISION
ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2007 AS RECEPTION NO. 722695
COUNTY OF GARFIELD

HAVE BY THESE PRESENTS, LAID OUT AND PLATTED THE SAME INTO LOTS AND BLOCKS AS SHOWN HEREON AND DESIGNATE THE SAME AS FINAL PLAT RIFLE DEPOT SUBDIVISION, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO AND THAT SAID OWNERS DO HEREBY GRANT TO THE CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO, FOR PUBLIC USE THE STREETS, SHOWN HEREON INCLUDING AVENUES, COURTS, DRIVES, PLACES AND ALLEYS, HOWEVER, SUCH APPROVAL IN NO WAY OBLIGATES THE CITY OF RIFLE FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL OF THE CITY OF RIFLE, AND SO FURTHER STATE THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AS RECEPTION NO.________________

EXECUTED THIS _____ DAY OF ________________,A.D. 20___.

____
RIFLE DEPOT LLC
3737 ELLA LEE LANE
HOUSTON, TX 77027

STATE OF COLORADO)
)SS
COUNTY OF GARFIELD)

THE FOREGOING DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ________________ , A.D. 20___,
BY: ____.

MY COMMISSION EXPIRES: ______________________

WITNESS MY HAND AND SEAL

____
NOTARY PUBLIC

CITY OF RIFLE COUNCIL CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS PLAT APPROVED BY THE CITY COUNCIL OF THE CITY OF RIFLE, GARFIELD COUNTY, COLORADO THIS _______ DAY OF __________________________ A.D., 20____, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, AND FOR CONVEYANCE TO THE CITY OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE CITY OF RIFLE FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL.

____
MAYOR

WITNESS MY HAND AND SEAL OF THE CITY OF RIFLE

ATTEST:

____
CITY CLERK

TITLE CERTIFICATE

I, ___________________________________, AN AGENT AUTHORIZED BY A TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN ____, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES (INCLUDING MORTGAGES, DEEDS OF TRUST, JUDGMENTS, EASEMENTS, CONTRACTS AND AGREEMENTS OF RECORD AFFECTING THE REAL PROPERTY IN THIS PLAT), EXCEPT AS FOLLOWS:

____
____
____

DATED THIS ___________ DAY OF ____________________________, A.D. 20____.

TITLE COMPANY: ____

____
AGENT

CITY OF RIFLE PLANNING DIRECTOR CERTIFICATE OF APPROVAL

THIS PLAT APPROVED BY RIFLE CITY PLANNING DIRECTOR PURSUANT TO RIFLE MUNICIPAL CODE SECTION 16-5-140-(D THIS ______ DAY OF _____________________, A.D., 20____.

____
PETER WALLER

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AT _________ O'CLOCK _____, ON THIS ___________ DAY OF ____________________A.D., 20___, AND IS DULY RECORDED AS RECEPTION NO. __________________.

ATTEST: _______________________________
CLERK AND RECORDER

BY: __________________________________
DEPUTY

REVISION	DESCRIPTION
8/8/24	CHANGE PARCEL NUMBERS

BOOKCLIFF Survey Services, Inc.
136 East 3rd Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773

RIFLE DEPOT SUBDIVISION PLAT

CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, CO 81650

FILE: DEPOT SUB
DFT. TL
CK. MJL
DATE: 6/2/23
PROJECT NO. 13001
SHEET 1 OF 1

**PROPERTY EXCHANGE AND
PARK AND RIDE IMPROVEMENTS AGREEMENT
FOR RIFLE DEPOT SUBDIVISION**

THIS AGREEMENT is made this _____ day of ____________, 2024, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and RIFLE DEPOT, LLC, a Colorado limited liability company whose address is 3737 Ella Lee Lane, Houston, TX 77027-4018 (hereinafter "Developer");

W I T N E S S E T H:

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

WHEREAS, in January 2014, the City of Rifle adopted the Downtown Transit Oriented Development Strategic Plan to build on the vision of the City's 2008 Downtown Master Plan and provide a strategy for infill development and redevelopment of the downtown (the "2014 TOD Plan"); and

WHEREAS, by Resolution No. 5, Series of 2019, the City amended the 2014 TOD Plan by identifying a suitable site for a park and ride facility near the current park and ride facility downtown that meets the goals of the 2014 TOD Plan, which suitable new site included a portion the Rifle Depot Property; and

WHEREAS, in coordination with Developer, the City developed a site plan for such replacement park and ride facility that also incorporated property owned by the Colorado Department of Transportation ("CDOT"); and

WHEREAS, in 2022, the City, Developer, and CDOT entered into that certain Memorandum of Understanding Regarding a Land Exchange and Joint Development of Park and Ride (the "CDOT MOU"), attached hereto as Exhibit B and incorporated herein by reference, to establish the foundation of the necessary property exchanges to develop such replacement park and ride facility; and

WHEREAS, the City applied for and in 2022 received a Rebuilding American Infrastructure with Sustainability and Equity grant from the U.S. Department of Transportation to supplement City budgeted funds to construct such replacement park and ride facility; and

WHEREAS, the City and CDOT entered into that certain Intergovernmental Agreement dated May 3, 2024 regarding the construction of the replacement park and ride facility; and

WHEREAS, the City and Developer desire to enter into this agreement to further define their roles and responsibilities related to the construction of such replacement park and ride facility and related improvements and the necessary property exchange to meet the requirements of the

CDOT MOU.

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

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

2. Purpose. As stated in the CDOT MOU, the City, Developer and CDOT each own certain real property at or near the intersection of Railroad Avenue and Centennial Parkway in Rifle, Colorado (the “Intersection”) and desire to work cooperatively to develop the Intersection so that 1) CDOT receives such replacement park and ride facility located in the same general location as the current park and ride facility at no additional cost to CDOT; 2) the City acquires certain real property for public purposes and continues to encourage continued commercial/mixed use growth and vitality in the area; and 3) Developer acquires an improved location of real property with higher visibility at the Intersection for future development. CDOT cannot transfer the property it owns until such replacement park and ride facility is constructed; therefore, the City and Developer, solely pursuant to the terms of this Agreement, will coordinate the City’s construction of such replacement park and ride facility and associated improvements and the ultimate conveyance of property as contemplated in this Agreement and the MOU.

3. Park and Ride Facility and Associated Improvements. The City and Developer agree and acknowledge that the park and ride facility and all associated improvements (the "Improvements") are shown on the plans prepared by Colorado River Engineering, Inc., as Job No. _______________ and dated ____________________ (the “Plans”). The City agrees that the Improvements shall be constructed, installed and completed at the sole cost and expense of the City. Without limiting the foregoing, Developer shall have no obligation to contribute any funds or provide any other consideration, other than its express obligations under this Agreement, to the construction, management, operation, maintenance or repair of the Improvements.

4. Temporary Construction License. Developer hereby grants to the City a license to occupy and use the Rifle Depot Property to construct the Improvements that are to be located on the Rifle Depot Property, subject to the terms and conditions hereinafter expressed (the “License”).

A. Term. The term of the License shall commence ____________________ and terminate ______________________; provided, however, in no event will the License commence until the City has accepted a bid or bids for the construction of all of the Improvements in accordance with the Plans and provided Developer with evidence of the availability of funds to pay such bid amount (the “Funding Confirmation”). If construction has not commenced by December 31, 2025, Developer and City will have the right to terminate this Agreement.

B. License Exclusive. This License is exclusive to the City and Developer shall not have the right to utilize the Rifle Depot Property for its own purposes or to permit others to enter upon the Rifle Depot Property if such use or entry interferes with the purpose for which the License is granted.

C. Construction and Ownership of Improvements. The City will construct the Improvements at its sole cost and expense, with due diligence and in compliance with all applicable statutes, rules, regulations, ordinances and codes. The City shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature that may be required by any and all governmental agencies for the work to be performed by the City pursuant to this Agreement. The City shall use best efforts to complete the Improvements, and shall commit additional funds, if necessary, to the extent the Improvements cost more than estimated, including funds from the City's General fund and/or the Urban Renewal Authority. If, despite such best efforts, the City fails to complete the Improvements in accordance with this Agreement so that the property conveyances described in paragraph 5 are not made, at Developer's option the City will return the Rifle Depot Property to its current condition. The City shall retain ownership of all Improvements until such time as the conveyance of the real property contemplated in Paragraph 5(D), at which time the Improvements will become fixtures of the underlying parcels of real property.

D. Indemnification. The City shall exercise its privileges granted hereunder at its own risk and shall indemnify, defend (by counsel reasonably acceptable to Developer) and hold harmless Developer and its owners, managers, officers, employees, agents and representatives (collectively with Developer, the "Developer Parties") against all suits, claims, demands and liability for damages, fees, fines, penalties, costs, losses, and expenses (including but not limited to attorney's fees), whether related to personal injuries, property damage or otherwise, resulting from, arising out of, or in any way connected with, whether directly or indirectly, the (a) occupation or use of the Rifle Depot Property by the City or its Representatives (hereinafter defined); (b) the performance of the work contemplated by this Agreement; or (c) breach of this Agreement by the City. The City expressly waives all claims and demands against Developer for any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense of or to the City and/or the City's Representatives.

E. No Liens. The City shall keep the Rifle Depot Property free and clear of any mechanic's or materialmen's liens for labor performed or material furnished at the instance or request of the City or anyone claiming under the City or otherwise related to the construction of the Improvements. Without limitation of Developer's rights and remedies, if the City fails within thirty (30) days of a written request from Developer to pay and discharge any lien or claim arising out of such work or access onto the Rifle Depot Property or otherwise related to the construction of the Improvements, then Developer may, at its option, pay any such lien or satisfy any judgment thereon, and all costs, expenses and other sums incurred by Developer in doing so (including but not limited to attorneys' fees) shall be paid to Developer by the City upon written demand, together with interest thereon at the maximum rate permitted by law.

F. Property Damage. The City shall be responsible for any damage (including but not limited to environmental contamination) done to the Rifle Depot Property or any improvements or personal property on the Rifle Depot Property resulting in any manner from the performance of the work contemplated in this Agreement and/or the entry or access onto the Rifle Depot Property by the City, its employees, representatives, agents or subcontractors, or any other parties directly or indirectly employed by or acting at the direction or on behalf of any of the foregoing or for whose acts any of the foregoing may be liable (collectively the "Representatives"). The City shall promptly repair to Developer's satisfaction all damage to the Rifle Depot caused by the City and/or the Representatives. All persons who enter upon the Rifle Depot Property pursuant to this Agreement do so at their own risk. In the event of any such damage or destruction to the Rifle Depot Property or the improvements thereon, the City shall promptly repair or restore the same to the condition existing immediately prior to such damage. In the event such damage is not repaired or restored by the City within seven (7) days following notice thereof, then Developer shall have the right and option to repair or restore such damage in which event the City agrees to reimburse Developer, upon demand, for the cost of such repairs, plus an overhead and administrative charge of 15% of such costs.

G. Insurance. The City shall procure and maintain, or cause to be procured and maintained by its Representatives, in effect during the term of the License the insurance coverages described below, which insurance shall be placed with insurance companies authorized to do business in the State of Colorado, rated A -VIII or better by the current edition of Best's Key Rating Guide.

a. Professional Liability Errors and Omissions Insurance, which shall include contractual liability coverage on a per claim and aggregate limits of not less than one million dollars ($1,000,000.00) covering the Developer Parties and anyone, including consultants (who may provide such coverage under their own policy), for whom the City is liable or contracts with to perform any of the work contemplated under this Agreement.

b. Commercial General Liability Insurance, which shall have coverage and terms comparable to an ISO CG-0001 form including personal injury, products and completed operations liability, with Bodily Injury and Property Damage limits of two million dollars ($2,000,000.00) per occurrence.

c. Workers' Compensation Insurance, which shall have statutory benefits and limits compliant with applicable state law, and Employer's Liability Insurance with limits of one million dollars ($1,000,000.00) per accident covering the City, the City's Representatives and their employees.

d. Business Automobile Liability Insurance, including owned, non-owned, and hired vehicles, which shall have coverage of not less than one million dollars ($1,000,000.00) for bodily injury and property damage for each accident.

e. Any insurance coverage required by law and/or governmental agency with respect to the performance of the work contemplated under this Agreement.

f. As to the policies identified b, c and d above, the Developer Parties shall be named as additional insureds. These policies shall be primary insurance for all additional insureds. All policies shall be endorsed to provide a waiver of rights of subrogation in favor of the additional insureds. The City shall be required to furnish evidence to Developer of insurance in form of certificates of insurance before commencing the work contemplated under this Agreement.

H. <u>AS IS</u>. The City acknowledges that Developer has not made, and does not make, any representations or warranties concerning the condition or state of repair of the Rifle Depot Property, and that the City and the City's Representatives have inspected the Rifle Depot Property, and are familiar with the condition thereof. AS A MATERIAL CONSIDERATION TO DEVELOPER FOR ENTERING INTO THIS AGREEMENT ON THE TERMS AND CONDITIONS CONTAINED HEREIN, THE CITY (FOR ITSELF AND ITS REPRESENTATIVES) HEREBY RELEASES THE DEVELOPER PARTIES FROM AND AGAINST ANY CAUSES OF ACTION, DAMAGE, LOSS, LIABILITY, EXPENSE OR CLAIMS ARISING OUT OF ANY SUCH INJURY, SICKNESS, DEATH, DAMAGE OR DESTRUCTION ON ACCOUNT OF THE RIFLE DEPOT PROPERTY. THE FOREGOING RELEASE AND INDEMNITY SET FORTH ABOVE ARE INTENDED TO SPECIFICALLY RELEASE AND INDEMNIFY DEVELOPER AND THE OTHER DEVELOPER PARTIES FROM AND AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE (INCLUDING WITHOUT LIMITATION, THEIR SOLE OR CONCURRENT NEGLIGENCE), AND SHALL NOT TERMINATE UPON RELEASE OR OTHER TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY CIRCUMSTANCE OR EVENT EXISTING OR OCCURRING PRIOR TO SUCH RELEASE OR TERMINATION, BUT WILL SURVIVE TERMINATION OF THIS AGREEMENT.

I. <u>Trash and Debris</u>. Daily during the City's use of the Rifle Depot Property, the City agrees to pick up and properly dispose of at an offsite location all trash and debris that may be left on the Rifle Depot Property.

J. Environmental Inspection. The City shall obtain a Phase I environmental inspection of any property to be ultimately conveyed to Rifle Depot, including Parcels 1 and 2, at the City's expense, prior to undertaking any construction activities. Said Phase I shall be compliant with the most recent version of the applicable ASTM E1527 standard practices for environmental site assessments. Rifle Depot and the City shall have the right to review such report and, if there are any unsatisfactory environmental conditions, either party shall have the right to terminate this Agreement within 21 days of receiving said Phase I report. In the alternative, if the Phase I recommends a Phase II, the City shall, at Rifle Depot's option, obtain a Phase II environmental inspection of such property at City's cost. Both parties shall have the right to review such report for a period of 21 days from receipt and, if there are any unsatisfactory environmental conditions, either party may termination this Agreement with said 21 day period by written notice to the other party.

5. Property Exchange. The following properties that are subject to the CDOT MOU and will be exchanged in accordance with the Plans are shown on the Rifle Depot Subdivision Plat (the "Final Plat) attached hereto as Exhibit C and incorporated herein by this reference:

A. The City owns Parcel 1 that is currently deed restricted by CDOT for the sole purpose of the park and ride entrance.

B. CDOT owns Parcels 2 and 3 which are currently used for a park and ride.

C. Developer owns Parcels 4 and 5 adjacent to the Union Pacific Railroad ("Railroad") right of way and adjoining tracks.

D. The City owns Parcels 7 and 8 that contain a deed restriction limiting its use to city street purposes.

In order to achieve the purposes stated in the CDOT MOU and this Agreement, the following actions must occur:

i. CDOT removes the deed restriction on Parcel 1.
ii. CDOT conveys Parcel 2 to the City.
iii. CDOT conveys Parcel 3 to the City with a future deed restriction that the property is used for public purposes including the entrance to the park and ride facility.
iv. City conveys Parcel 1 to Developer.
v. City conveys Parcel 2 to Developer.
vi. Developer conveys Parcel 4 to City.
vii. Developer conveys Parcel 5 to City and City conveys a covenant to CDOT restricting use for park and ride.
viii. The City grants to Developer a license to encroach (the "Encroachment License") over Parcels 7 and 8 for public spaces, sidewalks, landscaping and parking for development of Developer's adjacent property. Each Encroachment License shall be appurtenant to the adjacent property (Parcel 7 with Parcel 6, and Parcel 8 with Parcel 9) and shall be transferrable together with the conveyance of either Parcel 6 or 9 to a subsequent owner.

The Final Plat dedicates Parcel 4 and 5 and right-of-way from Developer to the City and creates or shows the legally identifiable properties to be exchanged pursuant to this Agreement and the CDOT MOU. Once CDOT conveys Parcels 2 and 3 to the City upon the completion of the park and ride facility, and removes the deed restriction on Parcel 1, the City will promptly convey Parcels 1 and 2 to Developer, such conveyance will occur only after the construction and installation of all Improvements.

Each conveyance will be made by special warranty deed and will convey marketable title to such property conveyed. The grantee of each parcel will be entitled to obtain, at the sole cost and expense of the grantee, title insurance covering the conveyed property insuring title to the parcel in the amount of the appraised value of the parcel and evidencing that title to the parcel is marketable and the conveyed parcel is free and clear of all liens and encumbrances not acceptable to the grantee.

The parcels conveyed to Developer will not be encumbered by additional covenants or be part of a property owners' association but will be subject to underlying City zoning. Notwithstanding anything stated herein, the City has evaluated the impact of the railroad and the rights related to it with respect to the Rifle Depot Property and will accept conveyance of the Developer parcels without any obligation of Developer related to such railroad and the rights with respect thereto.

To show the final configuration of properties upon the completion of the exchange (including but not limited to removal of a tract from Parcel 1 that encompasses the bus stop to be located on such Parcel 1), the City will prepare and process a Boundary Line Adjustment Plat that will merge Parcels 1 and 2 with Parcel 10 for Developer's execution (the "Amended Plat"). The City shall be responsible for any land use application fees, recording costs and all other costs and related to processing the Final Plat, the Amended Plat and the final conveyances of property.

If the Improvements are not completed despite the City's aforementioned best efforts stated in paragraph 4.C. or if the MOU is terminated for any reason, the City shall at Developer's direction vacate the Final Plat returning all property dedicated by Developer to the City back to Developer.

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

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

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; provided, however, the License is not assignable by the City, and any attempt by the City to assign the License will terminate the License and this Agreement.

9. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect; provided, however, if any conveyance contemplated by paragraph 5 or the indemnification or release from the City contemplated by the License is deemed to be void or unenforceable by any court of competent jurisdiction, Developer shall have the right to terminate this Agreement. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render

the provision valid, then the provision shall have the meaning which renders it valid. The City expressly acknowledges the contractual obligations set forth herein are not subject to governmental immunity pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.* or otherwise.

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

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

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

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument. A counterpart transmitted by telecopy or in PDF or similar format shall have the same force and effect as an original.

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

Notice to City:	City of Rifle P. O. Box 1908 Rifle, CO 81650
With copy to:	Karp Neu Hanlon, P.C. P. O. Drawer 2030 Glenwood Springs, CO 81602
Notice to Developer:	Rifle Depot, LLC c/o Glen Larner 3737 Ella Lee Lane, Houston, TX 77027
With copy to:	JVAM c/o Chad J. Lee, Esq. 901 Grand Ave., Suite 201

Glenwood Springs, CO 81601

15. No Partnership. Nothing contained in this Agreement shall be deemed or construed to effect a partnership or joint venture relationship between the City and Developer.

16. Entire Agreement/Subject to Appropriations. This Agreement and the CDOT MOU constitute the entire agreement of the parties as to the subject matter herein contained, superseding any and all prior or contemporaneous oral or prior written agreements, understandings, letters of intent, or commitment letters. To the extent of any conflict between this Agreement and the CDOT MOU, this Agreement shall control. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Rifle Municipal Code and Article X, Section 20 of the Colorado Constitution.

[Signatures on next page]

WHEREFORE, the parties hereto have executed this Property Exchange and Park and Ride Improvements Agreement For Rifle Depot Subdivision on the day and year first written above.

CITY OF RIFLE, COLORADO

By:____
Mayor

ATTEST:

____
Clerk

RIFLE DEPOT, LLC

By:____
Glen Larner, Manager

STATE OF _______________)
) ss.
COUNTY OF _____________)

Acknowledged, subscribed, and sworn to before me this ____ day of _____________, 2024, by ____________________________ as ________________ of Rifle Depot, LLC.

WITNESS my hand and official seal.

My Commission expires: _________________

____
Notary Public

EXHIBIT A

RIFLE DEPOT PROPERTY

Amended Lot 1
Union Pacific Minor Subdivision
According to the plat thereof recorded May 7, 2007 as Reception No. 722695
County of Garfield

EXHIBIT B

CDOT MOU

EXHIBIT C

RIFLE DEPOT SUBDIVISION PLAT

OLA #: 351001877
Routing #: 22-HAA-XE-00019
CMS #175020

MEMORANDUM OF UNDERSTANDING
REGARDING A LAND EXCHANGE AND JOINT DEVELOPMENT OF PARK & RIDE

Cover Page

<table>
<tr><td>State Agency
Department of Transportation (CDOT)</td><td>MOU Number
22-HAA-XE-00019SAP Encumbrance Number
351001877</td></tr>
<tr><td>City
City of Rifle</td><td>MOU Performance Beginning Date
The Effective Date</td></tr>
<tr><td rowspan="2">Developer
Rifle Depot, LLC</td><td>Initial MOU Expiration Date
Eighteen Months (18) from the Effective Date</td></tr>
<tr><td>MOU Authority
§§43-1-105, 43-10-106, 43-1-210</td></tr>
<tr><td colspan="2">MOU Purpose
Each Party owns certain real property at the intersection of Railroad Avenue and Centennial Parkway in Rifle, CO (“Intersection”). Through this MOU the Parties desire to work cooperatively to develop the Intersection so that: 1) CDOT transfers certain real estate to the City and in exchange receives a new Park & Ride lot located in the same general location as the Intersection at no additional cost to CDOT; 2) City acquires certain real property for public purposes, transfers certain real property and continues to encourage continued commercial/mixed use growth and vitality of the area; and 3) Developer acquires an improved location of real property with higher visibility at the Intersection and transfers the land adjacent to the railroad property to CDOT and/or the City.</td></tr>
<tr><td colspan="2">Exhibits and Order of Precedence
The following Exhibits and attachments are included with this MOU:
1. Exhibit A – Ownership Concept Map
2. Exhibit B – Preliminary Site Plan

In the event of a conflict or inconsistency between this MOU and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:
1. Colorado Special Provisions in §IX of the main body of this MOU.
2. The provisions of the other sections of the main body of this MOU.
3. Exhibit A, Ownership Concept Map
4. Exhibit B, Preliminary Site Plan</td></tr>
<tr><td colspan="2">Principal Representatives
For the State:
Patrice Campbell
CDOT – Property, Appraisal & Local Agency Manager, ROW
222 S. 6th St., Room 317
Grand Junction, CO 81501
patrice.campbell@state.co.us

For City:
Ed Green, Mayor
City of Rifle
P.O. Box 1908
Rifle, CO 81650
egreen@rifleco.org</td></tr>
<tr><td colspan="2">For the Developer:
Glen Larner, Manager
Rifle Depot LLC
3737 Ella Lee Lane
Houston, TX 77027
glenlarner1@me.com</td></tr>
</table>

THE PARTIES HERETO HAVE EXECUTED THIS MOU

*** Persons signing for City and Developer hereby swear and affirm that they are authorized to act on such Party's behalf and acknowledge that the State is relying on their representations to that effect.**	
CITY **City of Rifle** DocuSigned by: By: Tommy Klein 789B8A6F9E09467... Tommy Klein, City Manager Date: 5/31/2022	**STATE OF COLORADO** **Jared S. Polis, GOVERNOR** Department of Transportation Shoshana M. Lew, Executive Director DocuSigned by: By: Steve Harelson AB4CDB01642B425... Stephen Harelson, P.E., Chief Engineer Date: 6/2/2022
DEVELOPER **Rifle Depot, LLC** DocuSigned by: By: Glen Larner 4CE830E6D270495... Glen Larner, Manager Date: 5/31/2022	In accordance with §24-30-202, C.R.S., this MOU is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** Robert Jaros, CPA, MBA, JD DocuSigned by: Signed: Ron Fiet 3D021F8A1F16453... Effective Date: 6/2/2022

I. PARTIES

This MOU is entered into by and between City named on the Cover Page for this MOU (the "City"), Developer named on the Cover Page for this MOU (the "Developer") and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this MOU (the "State"). City, Developer and the State agree to the terms and conditions in this MOU.

II. TERM AND EFFECTIVE DATE

A. Effective Date

This MOU shall not be valid or enforceable until the date the last Party signs the Signature Page of this MOU ("Effective Date").

B. Initial Term

The Parties' respective performances under this MOU shall commence on the MOU Performance Beginning Date shown on the Cover Page for this MOU and shall terminate on the Initial MOU Expiration Date shown on the Cover Page for this MOU (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this MOU.

C. Early Termination in the Public Interest

The State is entering into this MOU to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this MOU ceases to further the public interest of the State, the State, in its discretion, may terminate this MOU in whole or in part. The State shall notify City and Developer of such termination in accordance with **§VII**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this MOU, and shall include, to the extent practicable, the public interest justification for the termination.

D. Termination for Convenience:

Any Party may terminate this MOU for any reason. The Party choosing to terminate shall effectuate such termination by giving written notice of termination to the other Parties in accordance with **§VII** and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

III. PROPOSED TRANSACTION DESCRIPTION

A. CDOT owns two parcels (Parcels 2 & 3 on the Ownership Concept Map on **Exhibit A**) of land in the city of Rifle at the Intersection, which are currently used for a Park & Ride. The configuration, physical condition and traffic flow of the Park & Ride is not ideal and the lot is often over capacity.

B. City owns a parcel of land (Parcel 1 on the Ownership Concept Map on **Exhibit A**) currently deed restricted by CDOT for the sole purpose of the Park & Ride entrance.

C. Developer owns some adjacent and less desirably located property (Parcels 4, 5 and 6 on the Ownership Concept Map on **Exhibit A**) along Centennial Parkway stretching south to the Union Pacific Railroad ("Railroad") right of way and adjoining tracks.

D. In order to achieve the MOU purposes stated on the Cover Page, the following actions must occur (collectively, the "Project"):

i. CDOT removes the deed restriction on Parcel 1 without compensation. (Estimate of $133,059 for value of deed restriction)

ii. CDOT conveys Parcel 2 to the City. (FMV value of $586,282)

iii. CDOT conveys Parcel 3 to the City with a future deed restriction that the property is used for public purposes including the entrance/road to the proposed Park & Ride. (FMV Value $190,067)

iv. City then conveys Parcel 2 to Developer.

v. City conveys a portion of Parcel 1 to Developer. (Area yet to be determined. Possibly an even exchange for Parcel 4.)

vi. Developer conveys Parcel 4 to City in exchange for part of Parcel 1 (Step D.v above). A portion of Parcel 4 will be used for the entrance/road to the proposed Park & Ride. CDOT will require an easement for this purpose.

vii. CDOT acquires Parcel 5 (1.36 acres). (FMV low end of value range $386,066)

viii. In addition to the property exchange, in which CDOT will receive fee simple ownership of the proposed Park & Ride site (Parcel 5 and the easement over Parcel 4), CDOT will receive a fully constructed entrance road and new Park & Ride facility with capacity of 120 to 153 vehicle sites, completed to CDOT specifications. (City's estimate of cost in 2019 was $1,444,238) This cost estimate does not include additional environmental studies, which may be required.

ix. The exchange between the Parties shall not require additional funds from CDOT. Based on the above numbers, CDOT would deed away an estimated value of $909,408 in property rights, (Parcels 1, 2 and 3). In exchange, CDOT would acquire Parcel 5 in fee, (estimated at $386,066), an easement over Parcel 4, plus a new Park & Ride with an estimated cost to the City/Developer of $1,444,238.

IV. COMMITMENTS

A. Collaboration. The Parties desire to work collaboratively to assess the viability of the Project and to develop and implement the Project in accordance with the commitments made herein. Each Party agrees to provide all necessary information and resources for successful development of the Project, which may be subject to a confidentially agreement.

B. Environmental Requirements. Each Party shall review the environmental requirements associated the Parcel(s) it intends to transfer to another Party and notify the receiving Party of any issues and/or requirements associated with such Parcel(s). The disclosing and receiving Parties agree to work collaboratively to address any identified environmental issues.

C. Railroad Encumbrances. Developer shall review all Railroad encumbrances associated its Parcel(s) it intends to transfer to another Party and notify the receiving Party of any issues and/or requirements associated with such Parcel(s). The disclosing and receiving Parties agree to work collaboratively to address any identified Railroad issues.

D. **Physical Divider.** The Parties shall work together to address the need for a physical divider (fence or landscape buffer) between the new Park & Ride facility and the Railroad tracks.

E. **Agreement**. CDOT shall draft an agreement between the Parties to enact the Project ("Agreement"). All Parties shall provide CDOT will requested information necessary for the Agreement.

F. **Cost Estimates**. Each Party shall prepare and/or update the cost estimates for any construction to be performed by such Party (each a "Performing Party"). The Performing Party shall disseminate such cost estimates to the non-Performing Parties.

G. **Appraisals**. In accordance with CRS §24-30-202(5)(b), CDOT shall evaluate and work toward obtaining all appraisals required for the Agreement.

H. **Clear Title/Title Commitment**. Each Party shall review the title to the Parcel(s) it intends to transfer pursuant to the Project so that it can provide clear title to such Parcel(s) to the receiving Party. If necessary, a Party may obtain, at its own cost, a title commitment covering the Parcel(s) and insuring title to it in the amount of the appraised value of the Parcel(s).

I. **Expenses**. Each Party shall be solely responsible for the expenses it incurs in connection with this MOU.

V. **DISPUTES**. Should disputes or disagreements occur of any matter relating to this MOU, the Parties shall collaborate to resolve the dispute or disagreement. If principal representatives cannot achieve a resolution within a thirty (30) day period, the matter shall be submitted jointly to the Parties' respective Executive Directors and/or senior management for final resolution of the dispute or disagreement. If the Parties' respective Executive Directors and/or senior management are unable to resolve the dispute within a thirty (30) day period, this MOU may be terminated by any Party. The Parties agree that participation in this administrative procedure shall be a condition precedent to initiation of litigation, except in the case of emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the foregoing alternative dispute resolution process shall be required.

VI. **LEGAL DISCLAIMERS**. By entering into this MOU, no Party makes a legally binding commitment. This MOU does not confer any rights or remedies to any Party in the event of a failure to perform as specified in this MOU. This MOU does not create a financial obligation for any Party. Any financial obligation of a Party shall be subject to the execution of an appropriate encumbrance document, where required, subject to receipt of all required approvals. All financial obligations of the Parties hereunder shall be subject to prior written approval of its governing body or director. All financial obligations of the State and City shall be contingent upon sufficient funds being appropriated, budgeted, and otherwise made available.

VII. **NOTICES AND REPRESENTATIVES.** Each individual identified as a Principal Representative on the Cover Page for this MOU shall be the principal representative of the designating Party. All notices required or permitted to be given under this MOU shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this MOU or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this MOU. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this MOU. Any Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this MOU. Unless otherwise provided in this MOU, notices shall be effective upon delivery of the written notice.

VIII. GENERAL PROVISIONS

A. Binding Effect

All provisions of this MOU, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

B. Authority

Each Party represents and warrants to the other that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized.

C. Captions and References

The captions and headings in this MOU are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this MOU to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

D. Counterparts

This MOU may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

E. Entire Understanding

This MOU represents the complete integration of all understandings between the Parties related to the subject matter, and all prior representations and understandings related to the subject matter, oral or written, are merged into this MOU. Prior or contemporaneous additions, deletions, or other changes to this MOU shall not have any force or effect whatsoever, unless embodied herein.

F. Digital Signatures

If any signatory signs this MOU using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this MOU by reference.

G. Modification

Except as otherwise provided in this MOU, any modification to this MOU shall only be effective if agreed to in a formal amendment to this MOU, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this MOU, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

H. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this MOU to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this MOU.

I. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on City's and/or Developer's website or any provision incorporated into any click-through or online agreements related to the subject matter unless that provision is specifically referenced in this MOU.

J. Severability

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this MOU in accordance with the intent of this MOU.

K. Third Party Beneficiaries

Except for the Parties' respective successors and assigns, this MOU does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this MOU and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this MOU are incidental to this MOU, and do not create any rights for such third parties.

L. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this MOU, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

M. CORA Disclosure

To the extent not prohibited by federal law, this MOU is subject to public release through the Colorado Open Records Act, §§24-72-200.1, *et seq*., C.R.S.

N. Licenses, Permits, and Other Authorizations

City and Developer shall secure, prior to the Effective Date, and maintain at all times during the term of this MOU, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform their respective obligations under this MOU, and shall ensure that all of their respective employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their respective obligations in relation to this MOU.

Developer, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this MOU, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

O. Relationship Between the Parties

Nothing in this MOU shall be deemed to create a partnership, joint venture or agency between the Parties.

P. Further Cooperation

The Parties agree that they will cooperate with one another in accomplishing the commitments of this MOU and will execute such additional documents as necessary to effectuate the same.

IX. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq., C.R.S. No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

B. INDEPENDENT CONTRACTOR.

Parties shall perform their respective duties hereunder as independent contractors and not as employees of each other. Each Party and their respective agents or employees shall not be deemed to be an agent or employee of another Party. No Party shall not have authorization, express or implied, to bind another Party to any agreement, liability or understanding, except as expressly set forth herein. No Party and/or their respective employees and agents are entitled to unemployment insurance or workers compensation benefits through another Party. No Party shall pay for or otherwise provide such coverage for another Party or any of their agents or employees. Each Party shall pay when due all of their respective applicable employment taxes and income taxes and local head taxes incurred pursuant to this MOU, if any. Each Party shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by another Party, and (iii) be solely responsible for their respective acts and those of their respective employees and agents.

C. COMPLIANCE WITH LAW.

All Parties shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

D. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this MOU shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Garfield County District Court, City of Rifle. Each Party shall pay for its own court costs and attorney's fees incurred in such litigation.

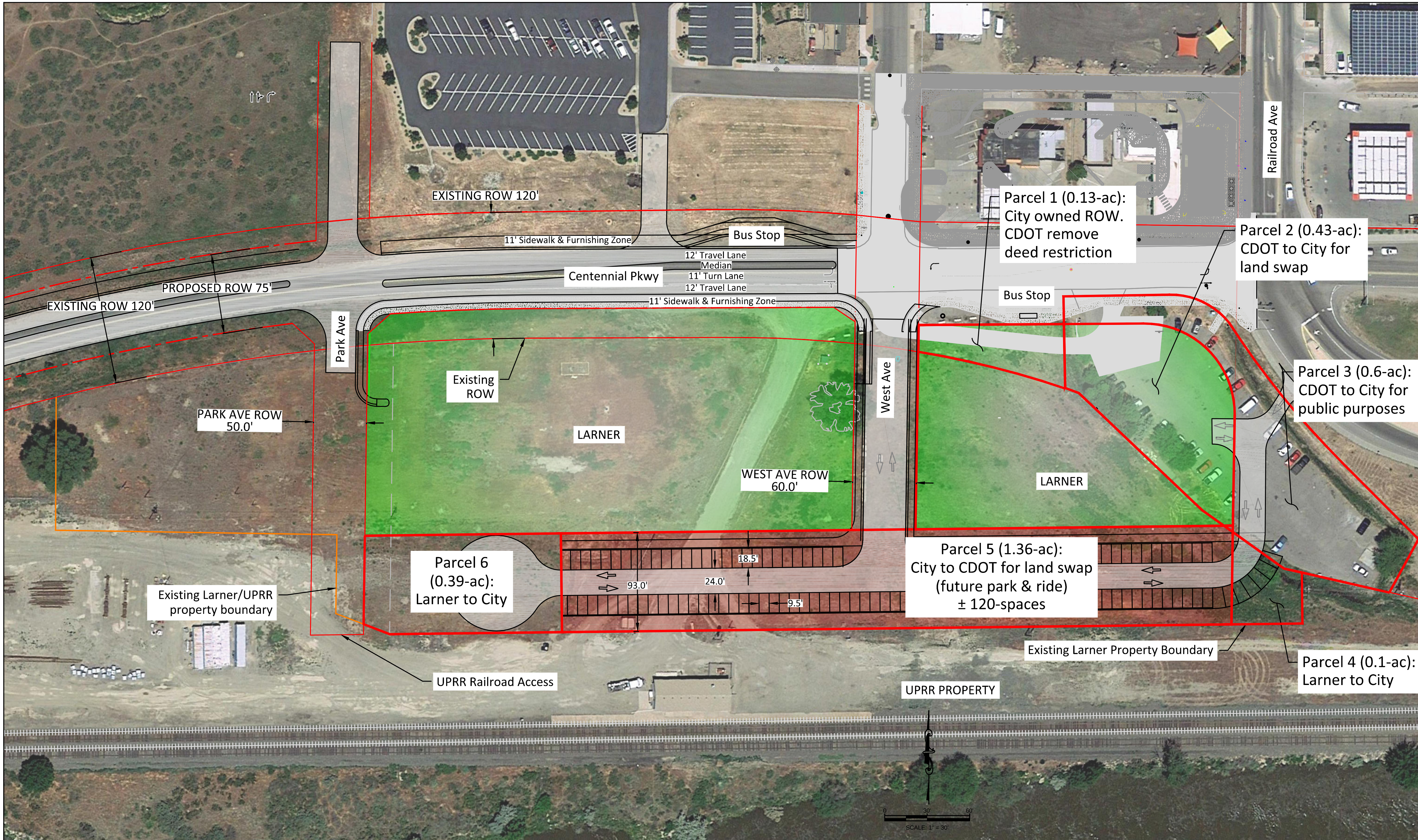
E. PROHIBITED TERMS.

Any term included in this MOU that requires the State to indemnify or hold City and/or Developer harmless; requires the State to agree to binding arbitration; limits City and/or Developer 's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this MOU shall be construed as a waiver of any provision of §24-106-109, C.R.S.

F. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in any service or property described in this MOU.

Exhibit A - Ownership Concept Map



These drawings have been prepared for the client identified on the design sheet titleblock.
Unless these drawings bear a signed engineers seal, they may be used only at owners sole risk.

Drawing Revisions						Original Drawing Preparation		
No.	Description	By	Date	Approved	Date		By	Date
						Drawn	EB	5/28
0						Checked	##	####
0						Approved	###	####
0						Client Approved		
0								

COLORADO RIVER ENGINEERING INCORPORATED

PO Box 1301
Rifle, CO 81650
Tel 970-625-4933

CLIENT: City of Rifle
202 Railroad Ave
Rifle, CO 81650

PROJECT: Park & Ride Relocation Planning

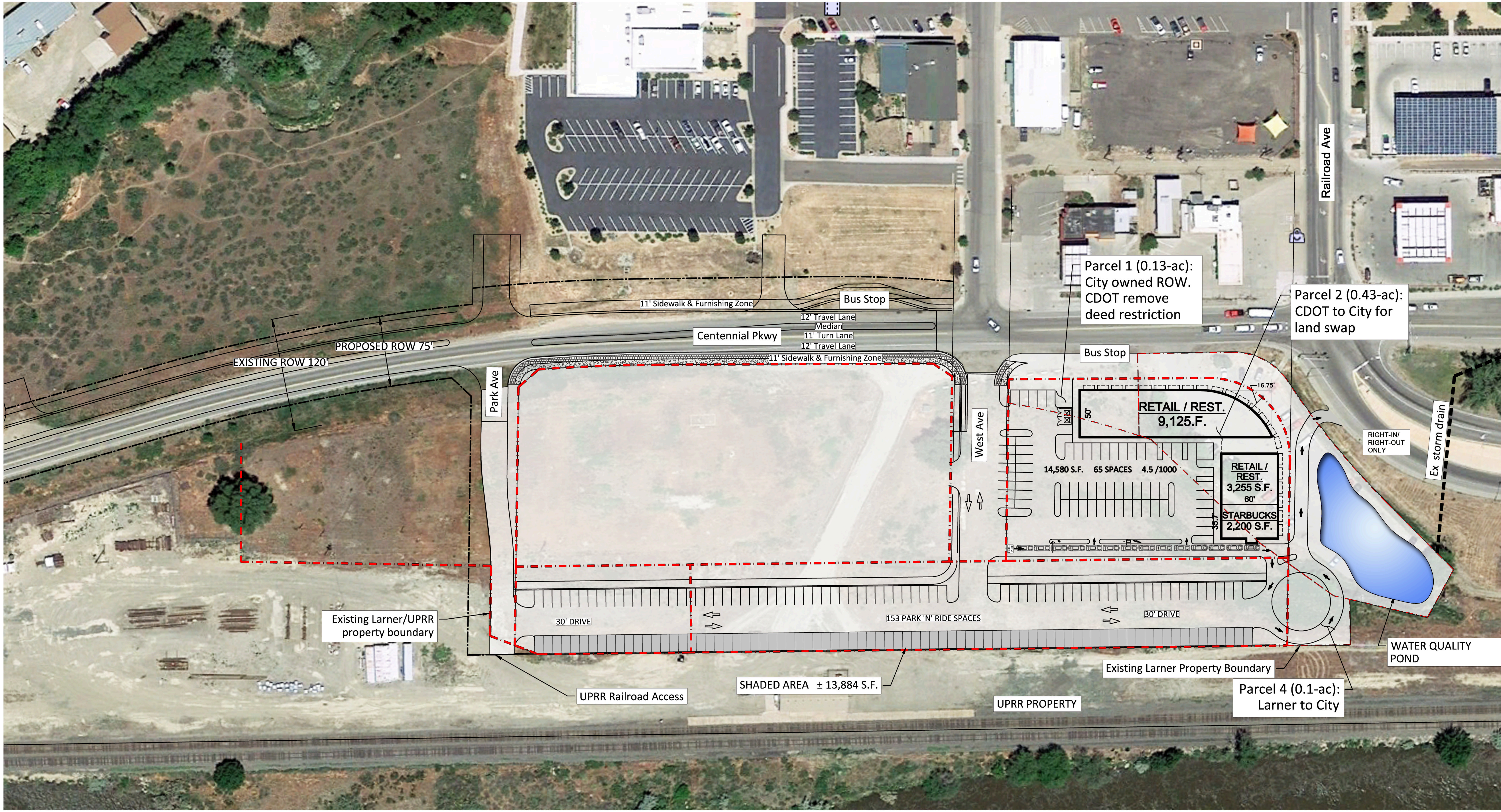
SHEET TITLE: CONCEPT LAYOUT OPTION B

CRE FILE: M:\Land Projects R2\1158-Wendy's\dwg\City Design\Larner Planning.dwg

SHEET NO. 2 OF #

Revision 0

Exhibit B - Preliminary Site Plan



PRELIMINARY SITE PLAN

CENTENNIAL PARKWAY & WEST AVENUE
RIFLE, COLORADO
2019-124.001 SP07 NOVEMBER 5, 2019

LAWRENCE S. LEVINSON, A.I.A.
1177 W. Loop South, Suite 900 Houston, Texas 77027
tel 713.787.0000 fax 713.850.8250

RIFLE DEPOT LLC
Attn: Glen Larner
2511 Reba Drive
Houston, TX 77019
TEL: (713) 899-0043 FAX: (713) 520-1007

CITY OF RIFLE, COLORADO
ORDINANCE NO. 18
SERIES OF 2024

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

WHEREAS, there was filed with the Rifle Planning Department an application for subdivision of property owned by Rifle Depot, LLC, which property is known as Rifle Depot Subdivision and legally described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, on June 27, 2023, after a duly noticed public hearing, the City of Rifle Planning Commission approved a Preliminary Plan for the Property; and

WHEREAS, on September 4, 2024 and September 18, 2024, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property and found these documents to be consistent with the approved Preliminary Plan, and that all conditions of Preliminary Plan approval have been met; and

WHEREAS, the City Council desires to approve the Final Subdivision Plan and Final Subdivision Plat for the Property, subject to all terms and conditions set forth in the Property Exchange and Park and Ride Improvements Agreement for the Property ("SIA") which SIA is available for inspection at the City Clerk's Office during business hours.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.

2. That certain Final Subdivision Plan and Final Subdivision Plat for the Property 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. 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.

5. 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.

INTRODUCED on September 4, 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 September 18, 2024, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _________________, 2024.

CITY OF RIFLE, COLORADO

By ____________________________________
Mayor

ATTEST:

____
City Clerk

EXHIBIT A

Amended Lot 1
Union Pacific Minor Subdivision
According to the plat thereof recorded May 7, 2007 as Reception No. 722695
County of Garfield
00°35'35" East along said west boundary, a distance of 715.57 feet to the Point of Beginning.

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: September 4, 2024

Agenda Item #7.b.

Agenda Item Name:
Consider Hogan Lovells as the Bond Counsel for the City of Rifle and Authorize the Mayor to Sign Letter of Engagement - Habitat for Humanity Factory Project

Presenter:
Patrick Waller, Interim City Manager

Item Description:
Letter of Engagement

Recommended Action:
Move to approve Hogan Lovells as the Bond Counsel for the City of Rifle and Authorize the Mayor to Sign Letter of Engagement

Fiscal Impact:
Conduit Bond issuance will have no impact on the City from a fiscal perspective. The City would act as a pass through for the bond financing. As part of the letter of engagement, Habitat will be responsible for the entirety of the City's legal fees associated with the project.

Operational Impact:
The Finance Department will be responsible for updating audit documents detailing the conduit bond issuance, but the impact to staff overall is fairly minimal.

Prior Board Motions:
City Council has previously approved the lease for the Habitat project at the Energy Innovation Center. The project has since been issued a Conditional Use Permit by the City of Rifle Planning Commission.

Background Information:
Habitat for Humanity is pursuing conduit financing to construct the modular factory at the Energy Innovation Center. Conduit Bonds are a tax exempt bonds that are required to be issued to the local government, who then passes on the funding to the local organization (in this case Habitat for Humanity). Habitat's legal staff has indicated that ultimately Habitat would be deemed the borrower and solely responsible for debt repayment.

Executive Summary:
Habitat representatives, attorneys and the bond council will be present at the Council meeting to detail the letter of engagement and the conduit bond issuance process. If Council approves the letter of engagement, specific bond documents will be prepared and would require an additional meeting for Council approval.

Notification Requirements:
No additional notice required.

Prepared By:
Patrick Waller, Interim City Manager

Attachments:
1. Hogan Lovells - City of Rifle 2024 Bonds Engagement Letter

Hogan Lovells US LLP
1601 Wewatta Street, Suite 900
Denver, CO 80202
T +1 303 899 7300
F +1 303 899 7333
www.hoganlovells.com

September __, 2024

Patrick Waller
City Manager
City of Rifle, Colorado
202 Railroad Avenue
Rifle, Colorado 81650

Dear Patrick:

We are pleased that the City of Rifle, Colorado (the "**City**") has engaged Hogan Lovells US LLP to represent the City as Bond Counsel in connection with the issuance by the City of its Development Revenue Bonds (Habitat Modular Housing LLC Project) Series 2024 (the "**Bonds**"). In this capacity, we will prepare the indenture of trust, financing agreement and other basic documents governing the issuance of the Bonds (other than the deed of trust) as well as deliver an opinion relating to the tax exemption of the Bonds.

We understand that Habitat For Humanity Roaring Fork ("**Habitat**"), not the City, will be responsible for paying our fees for these services. Habitat has acknowledged and accepted this responsibility by its signature below, although Habitat understands that we will only be representing the interests of the City.

This letter and the attached General Terms of Representation describe our retention, as required by applicable Rules of Professional Conduct.

We greatly appreciate the opportunity to work with you on this matter. Please sign and return this letter to us at your earliest convenience.

Sincerely

Helen Clark Atkeson

Helen C. Atkeson

Partner
helen.atkeson@hoganlovells.com
D 303.899.7311

Enclosures

AGREED AND APPROVED

CITY OF RIFLE, COLORADO

By ______________________________

Name ______________________________

Title ______________________________

Date ______________________________

ACKNOWLEDGED AND ACCEPTED

HABITAT FOR HUMANITY ROARING FORK

By ______________________________

Name ______________________________

Title ______________________________

Date ______________________________

GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the "Firm") provides legal services on the basis described in our letter of September __, 2024 (the "Transmittal Letter") and on the following terms and conditions:

1. Staffing

We expect Helen C. Atkeson and Scott Lilienthal to work on this matter, with the assistance of others as may be appropriate. Staffing needs change on many matters over time; we will adjust assignments to respond to those needs.

2. Scope of Services

The Firm accepts this engagement to represent you or your interests in any matter described in the Transmittal Letter. Unless specifically made a part of this engagement, our engagement does not include any other matter, or responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you, for notification of insurance carriers about such matters.

3. Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Transmittal Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries, joint ventures, or other affiliates unless you have specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. When such individuals or entities are communicating with the Firm in their official capacity with respect to a client of the Firm, such communications may be subject to the attorney-client privilege, but the privilege belongs to and can only be waived by the client.

4. Basis of the Firm's Charges

We will provide our services on an hourly basis at our standard rates for attorneys' and other professionals' time, which rates are periodically revised. We estimate that our fee amount for the transaction will be $120,000 (which includes disbursements) payable upon the closing of the transaction. In the event the transaction is not consummated, our fees accrued for work on the transaction to the date of termination of our work (based on 50% of our standard rates), at a maximum amount of $60,000, will be payable.

5. Retainer

We will waive our standard practice and not require a retainer for this matter. We may require a retainer in the future if payments are not timely made or in other appropriate circumstances.

6. Client Duty to Cooperate

In order to work effectively for you, we often will need to ask you for information, sometimes on tight timelines. We need to rely on the completeness and accuracy of the information that you give us. Please tell us promptly if any of that information changes, and of any changes in the City's policies which are relevant to our work.

7. Payment of Fees and Other Charges

We will bill you upon completion (closing) of the transaction or as applicable termination of our work on the transaction and, at that time, for legal services and other charges. Payment will be due within 30 days of the date of our statement. If bills are not timely paid, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and consultant or expert witness fees, our normal practice is to forward such statements directly to you for payment.

Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income as described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding, deduction or payment, we will receive and retain a net sum equal to the amount of the bill.

We will never provide new wiring or payment instructions by email alone. Any change to our wiring or payment instructions will come from the partner responsible for your matter and, before you submit payment, you should confirm any such change by calling a member of our finance team for voice verification. You can find our phone number by visiting http://www.hoganlovells.com.

8. Conflicts and Confidential Information

Hogan Lovells is a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells inevitably will have contacts with you. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you and we agree as follows with respect to certain conflict of interest issues:

a) You agree that we are free to represent other clients (including future clients) in matters that involve you or are adverse to you as long as those matters are not the same as or substantially related to matters in which we represent you, or have represented you. "Matter" refers to transactions, negotiations, proceedings or other representations involving specific parties. Such unrelated matters may include, but are not limited to:

i. Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings;

ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings) and non-judicial debt restructurings, including representation of committees or debtors-in possession, liquidators or other insolvency professionals in domestic or international matters in which you and another client or clients are creditors or other parties in interest;

iii. Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;

iv. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;

v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and

vi. Litigation matters brought by or against you.

b) In addition, you consent to our representation of multiple bidders, or of lenders or other financing sources to any other bidder, in any proposed merger, acquisition, joint venture or other transaction so long as there are ethical firewalls in place and the Hogan Lovells teams representing different clients comprise different attorneys. Should you rescind or revoke this consent after we and another client have relied on it to start representing that client, you agree now that we may withdraw from our representation of you and continue representing the other client in the transaction in which you are involved.

c) You also agree that, if we represent you in a matter adverse to, or across the table from, another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.

d) The advance waivers above are an integral part of this agreement and an essential condition in our representation of you. If at a later time you withdraw or modify this advance waiver in any respect, you agree that we have the right to withdraw from our representation of you pursuant to these General Terms of Representation to the extent permitted by the applicable Rules of Professional Conduct.

e) We take very seriously our obligation to maintain the confidentiality of documents or information we receive from our clients that are protected by confidentiality obligations ("Confidential Information"). This advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients. Unless we receive your authorization, we will not use, retain, or disclose Confidential Information belonging to the City except in furtherance of our services to the City or pursuant to our legal and professional obligations. Unless we receive authorization, we will not disclose to you or use on your behalf any Confidential Information belonging to other clients.

f) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties or the nature of the work Hogan Lovells is doing for you. We must also run a new conflicts check before undertaking any new matters for you.

g) The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by Rules of Professional Conduct that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these General Terms of Representation.

h) From time to time, Hogan Lovells identifies clients in marketing materials. These materials may include print and online descriptions of Hogan Lovells' services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material, and media outreach. You agree that Hogan Lovells may use your name and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.

9. Specific Limitations on Client Identification

As we have discussed, Hogan Lovells has a large international legal practice with active practices in a variety of areas, including regulatory matters, government contracts, and litigation. In a variety of matters currently being handled by Hogan Lovells for other clients, the scope of its representation is such that other agencies of the City of Rifle, Colorado (the "City") as a whole are or may be adverse parties. We do not believe that any direct conflict currently exists between the Firm and the City because the work we have been asked to perform for the City is not related to any of our current representations. We also expect to represent clients in future matters under circumstances in which the City and other City agencies may be adverse parties.

To ensure that our work for the City does not adversely affect Hogan Lovells' ability to continue to represent other clients on current or future matters where their interests may be adverse to the City or any agencies thereof (including the City), including litigation against or other adversities to the City or any of its agencies, the City agrees that (1) the City is our client for the specific matters on which it engages us, and Hogan Lovells shall not be deemed to represent the City or any other agency thereof with respect to such matters, and (2) the work we perform for the City in this matter will not disqualify Hogan Lovells from working on any other current or future matters, including litigation, bankruptcy or bid protest matters, in which the interests of the City or any of its agencies thereof (including the City) are or may be adverse to the interests of our client(s) so long as those other current or future matters are not substantially related to the work performed for the City in this matter.

10. In-House Attorney-Client Privilege

In the event that the lawyers working on this matter wish to consult with the Firm's in-house counsel, including its General Counsel, or with outside counsel concerning our own rights and responsibilities in connection with representation of you in this matter, you understand and agree that any such communications and advice are protected by our own attorney-client privilege, and will remain confidential within the Firm. Any such consultation will be at no cost to you.

11. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;
- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- any subpoena or other legal process to which we are required to respond.

In the event that such disclosure is sought, we will comply with a request from a third party only to the extent that you have requested us to do so or we are legally bound to do so. If it is practicable and permitted, we shall notify you of the request or the sharing of information. As part of our service to you, we will do our best to protect your interests in those circumstances. We may bill you for any time spent complying with these requirements, requests or demands in connection with any matters we handle for you. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

12. Client Files; Retention

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, that pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File does not include internal drafts or communications; conflicts checks; time records; internal notes and mental impressions; staffing documents; and privileged communications between the lawyers working on this matter and the Firm's in-house counsel.

The Client File may be stored, in whole or in part, on a cloud platform. The Client File shall be your property. If you wish any documents we maintain in the Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Notwithstanding the preceding, the Firm reserves the right to retain your file if bills are not timely paid and the applicable ethical rules permit such retention. Any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we shall maintain the documents in it for a period of ten years from the end of our representation of you in this matter as determined by the date of the last bill, and thereafter may destroy the subject documents without further communication with you.

You agree that you will not transmit to us, or otherwise cause us to receive, create, maintain or transmit on your behalf, Protected Health Information ("PHI"), as defined in 45 C.F.R. § 160.103 without our prior written agreement. In the event that the parties agree that the Firm may receive, create, maintain or transmit PHI in connection with this engagement, the parties will work together to enter into a business associate agreement prior to that receipt, creation, maintenance or transmission of PHI.

In cases that involve protective orders or transactional matters that involve non-disclosure agreements, we are sometimes required to destroy certain documents or files in our possession once the matter is complete or in the event the transaction does not proceed. If this engagement involves such a protective order, non-disclosure agreement or other agreement between the parties, you authorize the Firm to comply (and agree to pay any fees and costs incurred) with the required document destruction.

13. Disclaimer of Guarantee

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion based on available information at that time and should not be construed as promises or guarantees.

14. Arbitration of Disputes

To the fullest extent permitted, the parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to all services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules in effect on the date of the Transmittal Letter shall govern the arbitration. The appointing authority shall be the American Arbitration Association (AAA). The arbitration shall be administered by the American Arbitration Association in accordance with its Procedures for Cases under the UNCITRAL Arbitration Rules. The number of arbitrators shall be one for disputes of $1 million or less, and three for disputes involving more than $1 million. The seat of the arbitration shall be New York, NY, and other than as modified by 8(h) above, the governing substantive law shall be the law of the state of New York, inclusive of its conflict and choice of law provisions. The parties acknowledge that this agreement evidences a transaction involving interstate commerce and, notwithstanding the provision in the preceding sentence, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. The language to be used in the arbitral proceedings shall be English. The parties shall, during the course of such arbitration, share the costs of such arbitration as assessed by the AAA. The parties undertake to maintain confidentiality as to the existence of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This confidentiality provision shall survive the termination of the arbitral proceedings. The award shall be reasoned and in writing and shall be final and binding upon the parties to the arbitration proceeding. The parties hereby agree that they have no right to appeal the final award of the arbitration and therefore will not invoke or exercise any rights to appeal, review, vacate or impugn such award. The Arbitral Tribunal/Arbitrator shall award the prevailing party its attorneys' fees and costs, arbitration administrative fees, panel member fees and costs, and any other costs associated with the arbitration. Further, if any prevailing party is required to retain counsel to enforce the award, the party against whom the award is made shall reimburse the prevailing party for all reasonable fees and expenses incurred and paid to said counsel for the need of such enforcement action.

NOTICE: Before you sign this document you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration

15. Hogan Lovells

a) As used in these Terms of Representation, Hogan Lovells refers to an international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells US LLP is a limited liability partnership registered in the Delaware. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. In some jurisdictions, Hogan Lovells practices through an affiliated local entity. Information about Hogan Lovells' offices and affiliates can be found on http://www.hoganlovells.com.

b) The full resources of Hogan Lovells will be made available to you in connection with this engagement. Pursuant to these Terms of Representation, Hogan Lovells US LLP will be the sole contracting party with you and will alone be responsible to you for the work performed under the engagement, including work performed under the engagement by Hogan Lovells International LLP or any of its affiliates. If Hogan Lovells International LLP or any Hogan Lovells affiliate carries out any work for you in relation to the matter, they will do so technically as a subcontractor of Hogan Lovells US LLP, but as a part of our integrated legal practice described above. Absent any other agreement, this engagement shall establish the terms under which they will perform any such work.

c) The word "partner" is used to describe a partner or member of Hogan Lovells International LLP, Hogan Lovells US LLP or any of their affiliated entities or any employee or consultant with equivalent standing. Certain individuals, who are designated as partners, but who are not members of Hogan Lovells International LLP, do not hold qualifications equivalent to members. For more information about the partners and their qualifications, see http://www.hoganlovells.com.

16. Termination and Withdrawal

You may terminate this engagement at any time by giving reasonable notice in writing. We may likewise terminate this engagement at any time to the extent permitted by any applicable ethical and court rules. In the event you or the Firm terminate this engagement, you will be responsible for paying all legal fees and costs up to the effective date of the termination. If neither party terminates this engagement, then our engagement will end at the conclusion of the matter or matters we have undertaken on your behalf

17. Application of These Terms

The Transmittal Letter, this statement of General Terms of Representation, and the accompanying schedule of other charges will govern our relationship with you even if you do not sign and return a copy of the Transmittal Letter. If we agree to undertake additional matters, those additional matters will be governed by these General Terms of Representation unless we mutually agree otherwise in writing.

Client companies sometimes present the Firm with billing guidelines, outside counsel guidelines, or other additional or different terms and conditions (generally referred to herein as "Additional Guidelines"). Additional Guidelines will only be effective to the extent agreed to by the Firm. If you want the Firm to follow any Additional Guidelines, please present them to us as soon as possible, so we can consider how they correspond to these General Terms of Representation, and come to a clear understanding that is agreed to by the City and the Firm. Please note that if you employ an electronic billing system conditioned on the acceptance of any Additional Guidelines, we will accept such terms in order to bill you for services provided, but such Additional Guidelines will not bind the Firm unless expressly accepted in writing outside of said electronic billing system.

If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences promptly and proceed with a clear, complete, and consistent understanding of our relationship. These General Terms of Representation contain important information about your rights, obligations and agreements with us, so you should feel completely free to consult other independent counsel or any other advisor concerning these matters, and we encourage you to do so. By signing the Transmittal Letter, you acknowledge that you have had an opportunity to consult with other counsel.

Agenda Item #7.c.

Agenda Item Name:
Consider Funding Request for Businesses Impacted by Railroad 5th-9th Waterline Project

Presenter:
Patrick Waller, Interim City Manager

Item Description:
Funding Request

Recommended Action:
Move to approve funding program for businesses impacted by the Railroad 5th - 9th project in the amount of $30,000

Fiscal Impact:
Up to $30,000 will be allocated out of the General Fund for program expenditures. This request was not in the 2024 budget, but would likely not require a supplement. Any unused money will be returned to the General Fund.

Operational Impact:
The Main Street Manager would be responsible for administering the program including creating a fillable form on the website, reviewing applications, and coordinating with the RREDC.

Prior Board Motions:
Council has previously approved construction impact funding for businesses associated with the Third Street project in 2021. At that time, the Council provided two rounds of $2,000 funding in addition to COVID relief funding that the City provided to businesses.

Background Information:
Staff and Council received a comment from a business owner who has been impacted by the ongoing Railroad 5th – 9th construction project. The business owner requested that Council consider grants/funding options to support impacted businesses.

City of Rifle Staff and the City's contractor prioritize limiting impacts to businesses as best as possible during construction projects including the following best practices:

- Completing impactful water shut-off's and tie-ins during non-business hours if possible
- Prioritizing keeping access to businesses available
- Communicating impactful actions to businesses
- Repairing any broken water and sewer service lines that were created by the project at the City's expense

- Contacting local utilities (Centurylink and Xfinity) when there is a service disconnect to try and get the utility fixed as soon as possible.

Despite City Staff and the Contractor's efforts, because of the complex and substantially work on Railroad Avenue there are times when local businesses are significantly impacted beyond normal construction impacts.

Executive Summary:
Staff's initial estimate is that there approximately 10 businesses that have been impacted by the construction. While some of these businesses have been impacted significantly, others have reported limited impacts. Based on the funding associated with the Third Street project, Staff has provided program guidelines for City Council's consideration. The grant form and associated requirements are attached to Council's packet.

Staff recommends that Council approve $30,000 for the reimbursement program and that individual businesses receive a maximum of $2,000. It is anticipated that this funding amount will be more than sufficient to reimburse affected businesses in the area. Any unspent money will be reimbursed to the City's General Fund.

Notification Requirements:
No additional notice required.

Prepared By:
Patrick Waller, Interim City Manager

Attachments:
1. Staff Memo - Railroad 5th - 9th Business Reimbursement
2. 2024 City of Rifle Railroad Avenue Waterline Project Business Impact Grant

MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, AICP - Planning Director & Interim City Manager
Date: September 4, 2024
Subject: Railroad 5th – 9th Construction Impacts

Background

Staff and Council received a comment from a business owner who has been impacted by the ongoing Railroad 5th – 9th construction project. The business owner requested that Council consider grants/funding options to support impacted businesses.

City of Rifle Staff and the City's contractor prioritize limiting impacts to businesses as best as possible during construction projects including the following best practices:

- Completing impactful water shut-off's and tie-ins during non-business hours if possible
- Prioritizing keeping access to businesses available
- Communicating impactful actions to businesses
- Repairing any broken water and sewer service lines that were created by the project at the City's expense
- Contacting local utilities (Centurylink and Xfinity) when there is a service disconnect to try and get the utility fixed as soon as possible.

Despite City Staff and the Contractor's efforts, because of the complex and substantially work on Railroad Avenue there are times when local businesses are significantly impacted beyond normal construction impacts.

Past City of Rifle Funding

Staff's research indicates that the City of Rifle has provided the following funding to businesses:

Cares Act Funding

In the winter and spring of 2020-2021, the City of Rifle received $818,370 in federal funding through the CARES Act. Council at that time dedicated approximately $500,000 to be dispersed by RREDC through grants and forgivable loans. This grant funding was not limited specifically to downtown businesses, however the City completed work on outdoor patios to help downtown businesses during covid shutdowns. This cost approximately $40,000.

Downtown Redevelopment Business Relief Fund

Specific to the Third Street project, the City completed two additional rounds of funding to downtown businesses that were impacted by the construction. There were two rounds of funding for a total of funding amount of $145,000. Businesses were limited to $2,000 per funding round. Thirty two eligible businesses were identified at that time: 17 retail, 8 food service, and 7 personal care businesses. These reimbursements were taken out of the City of Rifle General Fund.

Railroad 5th – 9th Project

Staff's initial estimate is that there approximately 10 businesses that have been impacted by the construction. While some of these businesses have been impacted significantly, others have reported limited impacts. Based on the funding associated with the Third Street project, Staff has provided program guidelines for City Council's consideration. The grant form and associated requirements are attached to Council's packet.

Staff recommends that Council approve $30,000 for the reimbursement program and that individual businesses receive a maximum of $2,000. It is anticipated that this funding amount will be more than sufficient to reimburse affected businesses in the area. Any unspent money will be reimbursed to the City's General Fund.

City of Rifle Railroad Avenue Waterline Project Business Impact Grant

The 2024 Railroad Avenue Waterline project has created significant challenges for the small business community on Railroad Avenue between 5^{th} Street and 9^{th} Street. This grant is designed to help impacted businesses bridge the gap in operating expenses while the project is impacting operations and causing unrecoverable revenue loss.

To qualify for funding, the business must meet the following criteria:

1. Applicant has been negatively impacted by the Railroad Avenue Waterline project through limited sales, closures, etc. which resulted in unrecoverable revenue loss.
2. Applicant must have been open as of March 1, 2024 with a physical, store-front address within the confines of the project. The project confines are Railroad Avenue between 5th Street and 9th Street, including associated intersections.
3. Applicant applying for the funding must be a small business with less than 50 employees and have local ownership.
4. Applicant must be in good standing with the City of Rifle and/or Colorado Secretary of State
5. Applicant must provide a line-item budget of the operating expenses for which the grant will be used.
6. Grantees are encouraged to work with the RREDC and the Northwest SBDC on their business plan and model to ensure a higher likelihood of success. These services are free of charge.

Grant Terms:

1.Grantee shall provide to RREDC receipts or other documents requested by RREDC to ensure that the funds are spent, or are used to reimburse expenses incurred, in accordance with and for the purposes authorized by the Rifle City Council.

Maximum Grant Sizes:

Maximum loan amount will be $2,000 per business based on documented need/approved use of funds. At the time of application, the applicant must upload documentation of operating expenses from April, May, June, July, and August 2024 to support the grant amount being requested.

Failure to upload documentation will result in an incomplete application. Incomplete applications will not be processed.

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: September 4, 2024

Agenda Item #7.d.

Agenda Item Name:
Consider Funding Request for Parachute Area Transit Service for 2025 Budget

Presenter:
Patrick Waller, Interim City Manager

Item Description:
Funding Request for Parachute Area Transit Service

Recommended Action:
Move to approve the funding request from Parachute Area Transit Service in the amount of $40,000

Fiscal Impact:
Council has previously approved a funding request from Parachute Area Transit Service in the 2024 budget - one-time expense of $40,000.
Parachute is now requesting annual funding in the same amount.

Operational Impact:
See attached memo from the Town of Parachute

Prior Board Motions:
Council previously approved a one-time expenditure of $40,000. With this request, Staff anticipates an annual request from PATS.

Background Information:
See attached memo

Executive Summary:
See attached Memo

Notification Requirements:
No additional notice required.

Prepared By:
Patrick Waller, Interim City Manager

Attachments:
1. 08 22 2024 City of Rifle PATS Updates and 2025 financial request memo
2. DRAFT 2025 PATS Fund Budget 08 22 2024

TRAVIS ELLIOTT
TOWN MANAGER

TOWN OF PARACHUTE
WESTERN GATEWAY TO THE ROCKIES

Integrity ▪ Respect ▪ Teamwork ▪ Pride ▪ Innovation ▪ Diversity

222 GRAND VALLEY WAY ▪ PARACHUTE, CO 81635 ▪ (970) 285-7630

TO: Patrick Waller, Rifle City Manager

FROM: Travis Elliott, Parachute Town Manager

MEMO DATE: August 22, 2024

RE: 2024 PATS TRANSIT SYSTEM UPDATES AND 2025 REQUEST FOR SUPPORT FROM THE CITY OF RIFLE

Executive Summary:

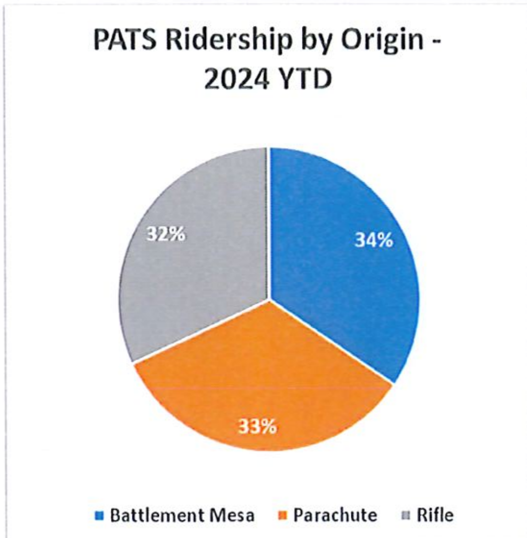
The Town of Parachute and the Parachute Area Transit System (PATS) sincerely appreciates the City of Rifle's contribution towards the PATS system in 2024. The City's support has allowed PATS to have another successful year providing essential and convenient transportation options to residents and guests in western Garfield County. As the City prepares its budget, we are once again requesting the City of Rifle consider supporting the PATS system at the same level of $40,000 in 2025.

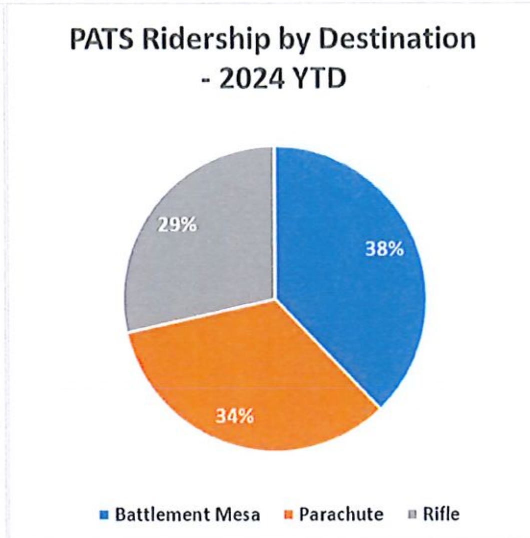
2024 Highlights & Updates:

2024 marks the fourth full year of operations for PATS. The transit system has continued to provide reliable and accessible transportation services across the Parachute, Rifle, and surrounding areas, benefiting the many regional commuters that are connecting to the RFTA transit system, senior citizens, students, and those with limited mobility. The following is a summary of the key developments and updates from the past year.

<u>Sustained Ridership Growth</u>: There was a 12.9% increase in ridership in 2023 compared to 2022. Ridership levels have leveled off so far in 2024, and a total of 4,273 rides have been provided through PATS through the second quarter of 2024. Approximately 4,436 rides were provided through the same time period in 2023, which demonstrates a sustained level of ridership and usage of the system.

<u>Usage by Region:</u> Usage of PATS also continues to be evenly distributed throughout the region. The charts below summarize the ridership by region in 2024 YTD by ridership origin and destination:





Community Engagement: PATS has continued to focus on community outreach in 2024 and completed numerous ad campaigns on social media – both in English and Spanish. A recent campaign in May and June of 2024 reached approximately 6,309 Facebook users and generated a total of 28,132 impressions. PATS also once again participated in the Grand River Health Fair and free clinics in 2024. In addition, the Town Council approved the formation of a PATS Transit Advisory Board made up of stakeholders and partners to better understand the needs of our riders and adapt our services accordingly.

The City of Rifle will be invited to participate as a member of this advisory board once it is formed. Ultimately, the advisory board will be asked for input on the current routes and levels of service to possibly consider expanding the system in the future. In 2025, we intend to conduct a comprehensive review of our stops and routes. The advisory board will be essential to this process.

Personnel: While the number of employees has stayed consistent for PATS at approximately 2.8 FTE, the new position of a Fleet and Transit supervisor was created in 2024. This position now oversees the scheduling and operations of the system, which was previously handled by the Town's Public Works Director. After a long period of not experiencing any turnover, the Town has had difficulty replacing a driver who retired in April of 2024. Recruiting and retaining employees is expected to remain difficult in 2025.

2025 Budget Summary:

The draft 2025 budget is scheduled to be presented to the Town Council in September and the final budget adoption is scheduled for November 21, 2024. The following is an overview of the changes and challenges facing the PATS system in 2025. A summary of the system's operations expenses, capital costs, and revenues are shown in the chart below, and a complete copy of the draft PATS 2025 Budget is attached to this memo for your review. Please note, these numbers are preliminary estimates only, and the 2025 budget is subject to change before it is finalized and adopted.

PATS BUDGET SUMMARY			
	2023 ACTUAL	2024 BUDGET	2025 BUDGET
Revenues			
Transit Fares	$ 17,480	$ 17,200	$ 17,200
Grants & Transfers			
Garfield County	$ 250,000	$ 250,000	$ 250,000
Town of Parachute	$ 75,000	$ 75,000	$ 75,000
City of Rifle		$ 40,000	$ 40,000
TOTAL REVENUE	**$ 342,480**	**$ 382,200**	**$ 382,200**
Expenditures			
Operational Expenditures	$ 297,155	$ 339,015	$ 365,290
Capital Costs	$ -	$ 20,000	$ 350,000
TOTAL EXPENDITURE	**$ 297,155**	**$ 359,015**	**$ 715,290**
Net Revenue / Exp.	**$ 45,325**	**$ 23,185**	**$ (333,090)**
Restricted Reserve	$ 49,506	$ 54,242	$ 67,548
Available Fund Balance	**$ 192,859**	**$ 198,400**	**$ (202,238)**

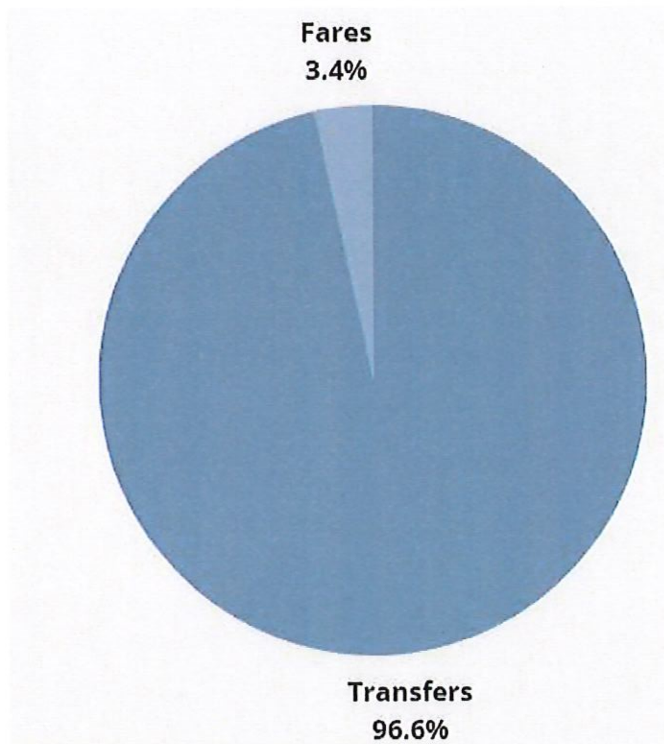
Capital Projects & 2025 Fleet Replacements: A lot of capital expenses are planned to hit the PATS fund in 2025. The majority of the capital costs are due to the replacement of two buses at a total cost of $309,690. The current vehicles are approaching 200,000 miles and far exceed the recommended useful life established by the FTA. As you can see in the budget summary, PATS does not have the current available resources to cover these costs. In 2024, PATS completed requisite FTA programming to make the transit system qualified to apply for grant funding through CDOT. PATS submitted a grant application to assist in the replacement of the vehicles and applied for a total grant award of approximately $248,000 with a match from PATS of $62,000. The outcome of the award is still pending and is not included in the current draft budget.

A capital project to create a new bus storage facility in 2024 was postponed due to the proposed repurposing of an existing steel building not being compatible with modern building codes. The funds for this project are being carried over to 2025 to possibly create an extension of the existing public works shop facility to allow for additional storage and bus bays for PATS fleet vehicles. Currently, the PATS buses are stored outside or in the Town's Public Works facility, and they occupy stalls that would otherwise be used for Town equipment. The Town of Parachute is applying for a Garfield County Federal Mineral Lease Grant to help finance this project. Since the project will benefit other Town fleet vehicles and programming, only approximately 15% of the costs for the project are being allocated towards the PATS fund.

Additional PATS capital expenses are in the CIP, including the construction of future PATS bus shelters.

Operational Expenses: As shown in the budget summary, operational expenses to maintain the current level of services offered by the PATS system continue to increase. A total 7.8% increase is anticipated in 2025. A large portion of this increase is due to a 12.6% increase in liability and property insurance costs through CIRSA, and another 13.5% increase to the healthcare premiums through CEBT. In addition, a 5% merit increase to current staff wages is included. Fuel expenses, on the other hand, have decreased slightly. This is largely due to the construction of a bulk fuel station that was completed in 2023 at the Town public works facility. The Town is now sourcing fuel at wholesale prices in bulk, and PATS has benefited from the savings.

Revenues: Grants and contributions continue to make up most of the revenue for PATS operations. Transit fares only make up approximately 3.4% of the total revenue for the system, as shown below.



PATS
PARACHUTE AREA TRANSIT SYSTEM

The fare costs for riders are kept to a minimum and are shown in the table below. Discounted rates are available through monthly passes and are also offered to all veterans and seniors.

	Battlement Mesa	TOP	Rifle
Battlement Mesa	$1.00	$2.00	$4.00
TOP	$2.00	$1.00	$3.00
Rifle	$4.00	$3.00	$2.00

The low amount of fare revenue underscores the importance of our community partnerships and contributions from entities like the City of Rifle.

Conclusion:
We kindly request the City's support and ongoing partnership in PATS, and respectfully request the City of Rifle include $40,000 in your 2025 budget preparation process to contribute towards PATS. The annual contribution of $250,000 from Garfield County will be requested at the BOCC Meeting on September 23, 2024, and the Town of Parachute is once again committing $75,000 towards the system.

We are available to discuss and provide further information regarding the benefits and significance of PATS. Should you require additional documentation or clarification, please do not hesitate to contact me.

PATS FUND SUMMARY

LINE NO.	G/L NUMBER	ACCOUNT NAME	2022 ACTUALS	2023 ACTUALS	2024 BUDGET	2024 PROJECTED	2025 BUDGET	% OF BUDGET	LINE NO.
1	**REVENUE**								1
2	530-310-31420	Interest Revenue	$ -	$ -	$ -	$ -	$ -	0.00%	2
3	530-310-31440	Miscellaneous Reveune	5,357	1,462	-	-	-	0.00%	3
4	530-310-31530	Interfund Transfer In	100,000	75,000	75,000	75,000	75,000	11.92%	4
5	530-310-33100	Federal Government Grants	-	-	-	-	-	0.00%	5
6	530-310-33700	State Grants	-	-	-	-	247,000	39.26%	6
7	530-310-33800	County Grants	250,000	250,000	250,000	250,000	250,000	39.73%	7
8	530-310-33900	Other Grants	-	-	40,000	40,000	40,000	6.36%	8
9	530-310-36130	Transportation Fares	13,235	17,480	17,200	12,791	17,200	2.73%	9
10	**TOTAL REVENUE**		**$ 368,591**	**$ 343,941**	**$ 382,200**	**$ 377,791**	**$ 629,200**	**100.00%**	**10**
11	**EXPENSES**								11
12	530-310-51110	Salaries & Wages	$ 146,877	$ 149,359	$ 146,460	$ 156,483	$ 159,180	22.25%	12
13	530-310-51130	Overtime Wages	2,020	893	2,400	849	2,400	0.34%	13
14	530-310-51150	Merit Increase	-	-	4,420	-	4,760	0.67%	14
15	530-310-52210	Insurance Benefit	62,020	64,250	65,220	62,528	78,010	10.91%	15
16	530-310-52220	Social Security and Medicare	10,725	11,269	11,650	11,916	12,660	1.77%	16
17	530-310-52230	Retirement Contributions	5,897	7,334	7,330	7,763	7,950	1.11%	17
18	530-310-52250	Colorado Unemployment	282	296	325	314	-	0.00%	18
19	530-310-52260	Workers Compensation	10,031	3,937	5,390	5,468	5,860	0.82%	19
20	530-310-52270	Disability	1,543	1,547	2,100	1,279	1,380	0.19%	20
21	530-310-52280	HRA Reimbursement	17,178	4,248	12,810	4,514	16,630	2.32%	21
22	530-310-53310	Professional Services	140	-	750	500	750	0.10%	22
23	530-310-53320	Attorney Fees	-	-	-	-	-	0.00%	23
24	530-310-53330	Contracted Services	623	400	-	463	-	0.00%	24
25	530-310-53340	Engineering Fees	-	-	-	-	-	0.00%	25
26	530-310-53350	IT Support	1,709	2,500	3,000	2,187	3,000	0.42%	26
27	530-310-54410	Utilities	-	-	-	-	-	0.00%	27
28	530-310-54430	Repair and Maintenance	907	734	-	-	-	0.00%	28
29	530-310-54431	Vehicle Repair and Maintenance	9,702	4,524	16,500	6,437	16,500	2.31%	29
30	530-310-55510	Other Purchased Services	-	-	-	-	-	0.00%	30
31	530-310-55520	Insurance	3,130	1,598	4,760	4,760	5,210	0.73%	31
32	530-310-55530	Telephone	1,237	1,236	1,350	1,088	1,350	0.19%	32
33	530-310-55540	Advertising	3,860	2,675	5,000	750	5,000	0.70%	33
34	530-310-55550	Printing and Binding	-	-	-	-	-	0.00%	34
35	530-310-55580	Travel and Training	-	-	500	-	500	0.07%	35
36	530-310-55590	Public Notices	-	-	-	-	-	0.00%	36
37	530-310-56600	Supplies	557	1,187	750	520	750	0.10%	37
38	530-310-56610	Operating Supplies	281	39	1,000	694	1,000	0.14%	38

39	530-310-56620	Uniforms	299	139	500	508	500	0.07%	39
40	530-310-56630	Fuel and Motor Oil	38,423	38,702	45,000	29,368	40,000	5.59%	40
41	530-310-56640	Fees and Dues	327	291	300	369	400	0.06%	41
42	530-310-56650	Safety Equipment	-	-	1,500	500	1,500	0.21%	42
43	530-310-57710	Land	-	-	-	-	-	0.00%	43
44	530-310-57720	Buildings	-	-	-	-	-	0.00%	44
45	530-310-57730	Improvements other than Buildings	-	-	-	-	-	0.00%	45
46	530-310-57740	Machinery	-	-	-	-	-	0.00%	46
47	530-310-57741	Vehicles	26,422	-	-	-	310,000	43.34%	47
48	530-310-57742	Furniture and Fixtures	-	-	-	-	-	0.00%	48
49	530-310-57743	Capital Outlay	-	-	-	-	-	0.00%	49
50	530-310-57744	Software and Computers	-	-	-	-	-	0.00%	50
51	530-310-57750	Capital Construction	-	-	20,000	-	40,000	5.59%	51
52	530-310-57760	Capital Engineering	-	-	-	-	-	0.00%	52
53	530-310-57770	Depreciation Expense	-	-	-	-	-	0.00%	53
54	530-310-58810	Miscellaneous Expense	-	-	-	-	-	0.00%	54
55	530-310-58820	Lease Payments	-	-	-	-	-	0.00%	55
56	530-310-58850	Debt Service	-	-	-	-	-	0.00%	56
57	530-310-58880	Contingency	-	-	-	-	-	0.00%	57
58	**TOTAL EXPENSES**		**$ 344,189**	**$ 297,155**	**$ 359,015**	**$ 299,261**	**$ 715,290**	**100.00%**	**58**
59	**PARACHUTE AREA TRANSIT SYSTEM FUND REVENUE / EXPENDITURE COMPARISON**								**59**
60		Beginning Fund Balance	$ 171,176	$ 195,580		$ 242,366	$ 320,896		**60**
61		TOTAL REVENUES	$ 368,592	$ 343,941		$ 377,791	$ 629,200		**61**
62		TOTAL EXPENDITURES	$ 344,189	$ 297,155		$ 299,261	$ 715,290		**62**
63		Annual Net	$ 24,404	$ 46,786		$ 78,530	$ (86,090)		**63**
64		Ending Available Fund Balance	$ 195,580	$ 242,366		$ 320,896	$ 234,806		**64**
65		Restricted Ending Fund Balance	$ -	$ -		$ -	$ 67,548		**65**
66		Available Ending Fund Balance	$ 195,580	$ 242,366		$ 320,896	$ 167,258		**66**

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: September 4, 2024

Agenda Item #8.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
08/21/2024

Notification Requirements:
None

Prepared By:
Alexis Ramirez, City Clerk

Attachments:
1. 09.04.2024 Report to City Manager

WORK REPORT TO CITY MANAGER

08.30.2024

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Press release regarding fall clean-up. We also filmed some short informational videos with Alan Lambert and Janet Grossman (in Spanish) explaining the dos and don’ts and the dates.
- Press release on Labor Day closure.

COURT

- Handled 74 adult cases on August 21 court day.
- Held 08 telephone hearings with inmates in custody.
- We have a jury trial set for September 24 so watch your mailbox for summonses!

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: met with JP Nisley of Nisley & Associates on Friday, August 9th. He indicated a 6-week period to prepare the appraisal. I anticipate a late September delivery.
- Asset Management with Limble: adding assets to database, specifically Public Works and City Hall.

Fleet

- Normal fleet maintenance operations.
- Repair of hydraulic leak on the Volvo smooth-drum roller (complete)
- Preparing vehicles for Summer Auction: finished mechanical and appearance preparation; photo session to record all vehicles – photos taken, auction contract executed, taking inquiries regarding auction vehicles.
- Project car: 4V11, 2011 Ford Fusion – steering rack replacement (not started)
- Air-ride seat repair on Volvo front-end wheel loader (complete)
- Steering column repair on Unit 1006

Operations & Maintenance

- Pothole repair on various City Streets.
- Periodic maintenance of storm water detention ponds throughout city (complete)
- Performed interviews and evaluation for potential hiring of two individuals.

Two-week work forecast

- Development of project costs to repair sidewalk deficiencies on East Ave from 5th to 9th and Arabian Ave – 1300 through 1400 blocks.
- Preparation of equipment necessary for Fall Cleanup.