CITY COUNCIL
WORKSHOP AND REGULAR MEETING AGENDA

March 19, 2025
7:00 PM
202 Railroad Avenue, Rifle, CO

5:45 PM - Workshop Meeting

Discussion and Review

a. Receive 2024 Year End Financial Update (1/1/2024 - 12/31/2024)

b. Special Event Traffic Control Discussion

c. Parks and Facilities Naming Policy Discussion

7:00 PM - Regular Meeting

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

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 March 5, 2025 Regular Meeting

5.b. Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

5.c. Consider Liquor License Renewal for Rifle Tequila's Inc., dba Tequila's

5.d. Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

5.e. Consider Conveyance of Cemetery Space

5.f. Letter of Support for Middle Colorado Watershed Council Grant Request

6. Action, if any, on Workshop Items

7. Public Hearing

7.a. Consider Amending Chapter 16 of the Rifle Municipal Code by Enacting Article XVII on Grading and Erosion of Soil from Residential, Commercial, and Industrial Developments - Ordinance No. 6, Series of 2025 - 1st Reading

8. Regular Agenda

8.a. Consider the Appointment of Lillian Dahlin to the Rifle Housing Authority Board

8.b. Consider Authorizing the City Manager to Sign the CDOT Bridge Joint Agreement - Resolution No. 7, Series 2025

8.c. Consider Authorizing the City Manager to Sign an MOU for the Land Exchange and Park & Ride Development

8.d. Consider Approving DOLA Energy and Mineral Impact Fund (EIAF) Grant for Penwell Phase 1 - Resolution No. 6, Series of 2025

8.e. Consider Approval for the Purchase of New Flooring and Installation Services for Parks Building

8.f. Consider Approval for the Purchase of Special Event Street Closure Barricades and Signage

8.g. Consider Approving IGA to Participate as a Member of the Intermountain Transportation Planning Region of Colorado - Resolution No. 8 Series of 2025

8.h. Consider Letter to the State of Colorado Regarding Transfers of Local Government Severance Tax Funds to the State General Fund

9. Administrative Reports

9.a. Report to City Manager

10. Comments from Mayor and Council

11. 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 our ADA Team at ADATeam@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 el equipo ADA a ADATeam@rifleco.org. Por favor, permita 48 horas para que se atiendan sus solicitudes.

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #a.

Agenda Item Name:
Receive 2024 Year End Financial Update (1/1/2024 - 12/31/2024)

Presenter:
Scott Rust, Finance Director

Item Description:
A year-end financial update will be given based on data through 12/31/2024. Specifically, reports covering sales tax collections, 2024 projected year-end fund balances, and 2024 budget compared with actual activity for both revenue and expenditures will be discussed. Additionally, a year-to-date investment earnings overview will be provided.

Recommended Action:
Informational purposes only

Fiscal Impact:
Overall, the City of Rifle ended 2024 in a strong financial position. The combination of City departments staying within budget and sales tax collections nearly reaching budgeted amounts has allowed the City to increase reserves for yet another year. Preliminary collection data shows that sales tax collections were 2.41% over the prior year's collections. This strong revenue stream coupled with strategic spending across the organization increased the overall reserve projection of the City by approximately $7,845,308 (approximate total reserve of $60,029,045). Looking forward into future years, this reserve will serve as a sound financial base as the City continues to pursue significant capital improvements related to Parks, Streets, Water, and Wastewater.

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
In order to keep the Council informed of the City of Rifle's financial performance, quarterly reports are given. This financial report covers the time frame between 1/1/2024 through 12/31/2024. Financial data contained within this report is unaudited at this point. However, the City audit for 2024 is underway.

Executive Summary:
The City of Rifle is ending 2024 in a strong financial position. Overall cash reserves increased due to strong sales tax collections and mindful, strategic spending habits.

Notification Requirements:
No Notice Requirements

Prepared By:
Scott Rust, Finance Director

Attachments:
1. City of Rifle Financial Update 12.31.24 Presentation
2. City of Rifle Unaudited Financial Report 12.31.24
3. City of Rifle Projected Fund Balance & Net Position Report at 12.31.24
4. 2024 Sales Tax Prior Year Comparison
5. Investment Report 12.31.24

City of Rifle Financial Update

for time period of 01/01/2024 – 12/31/2024

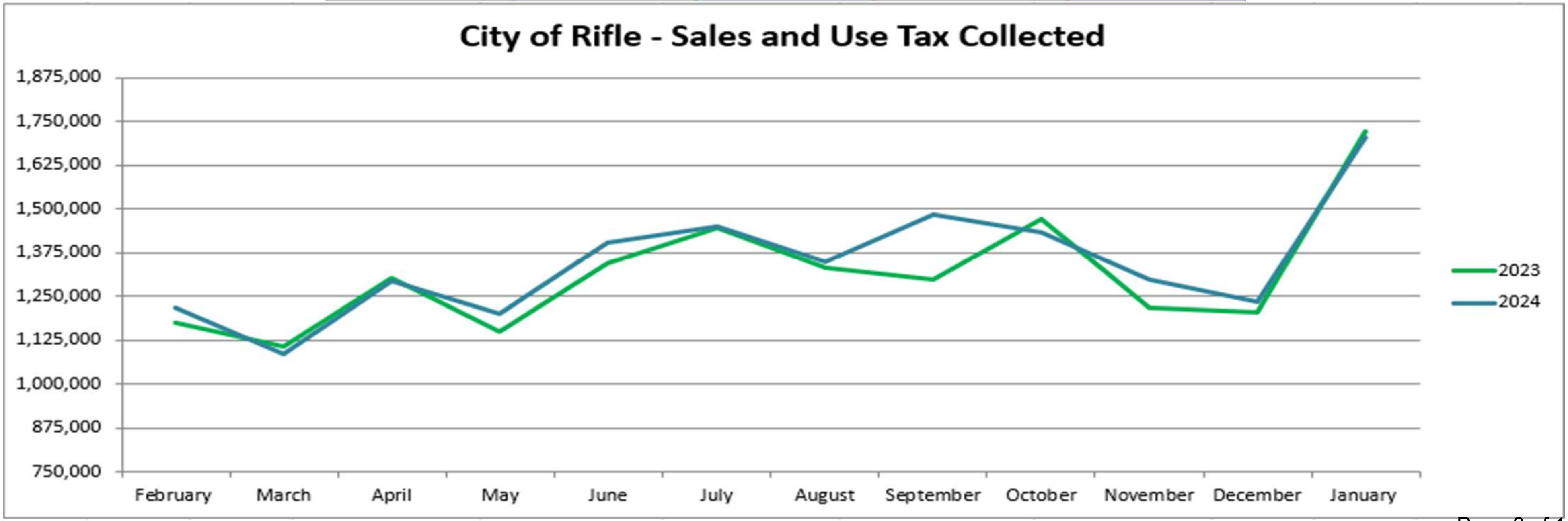
03/19/2025

Sales Tax Collections 2024

	ANNUAL TOTAL COLLECTIONS			
City Business	**Total Amount 2024**	**Total Amount 2023**	**$ Diff**	**% Diff**
BARS & RESTAURANTS	$ 1,338,196.61	$ 1,383,497.68	$ (45,301.07)	-3.27%
RETAIL MARIJUANA	$ 262,671.67	$ 289,750.12	(27,078.45)	-9.35%
UTILITIES	$ 666,833.30	$ 683,518.98	(16,685.68)	-2.44%
USE TAX/OTHER MISC	$ 499,142.95	$ 441,238.37	57,904.58	13.12%
OIL & GAS	$ 224,046.17	$ 328,875.35	(104,829.18)	-31.88%
LODGING	$ 590,729.14	$ 653,240.99	(62,511.85)	-9.57%
LIQUOR STORES	$ 245,416.37	$ 297,566.44	(52,150.07)	-17.53%
HVAC	$ 12,431.90	$ 18,217.02	(5,785.12)	-31.76%
HARDWARE	$ 307,857.39	$ 314,337.16	(6,479.77)	-2.06%
GENERAL RETAIL	$ 6,514,944.57	$ 6,066,559.40	448,385.17	7.39%
FOOD	$ 2,539,824.79	$ 2,435,812.28	104,012.51	4.27%
EXCISE	$ 35,120.84	$ 117,091.75	(81,970.91)	-70.01%
CONTRACTOR	$ 36,503.42	$ 33,957.80	2,545.62	7.50%
CAR PARTS & SALES	$ 749,995.29	$ 699,066.40	50,928.89	7.29%
SUTS (CO SALES & USE TAX SYSTEM)	$ 339,460.60	$ 161,942.17	177,518.43	109.62%
Total MuniRev	**$ 14,363,175.01**	**$ 13,924,671.91**	**$ 438,503.10**	**3.15%**
BUILDING USE TAX (Month Collected)	$ 340,388.98	$ 402,096.23	(61,707.25)	-15.35%
MOTOR VEHICLE USE TAX (Month Collected)	$ 1,455,879.01	$ 1,452,404.13	3,474.88	0.24%
Grand Total	**$ 16,159,443.00**	**$ 15,779,172.27**	**$ 380,270.73**	**2.41%**

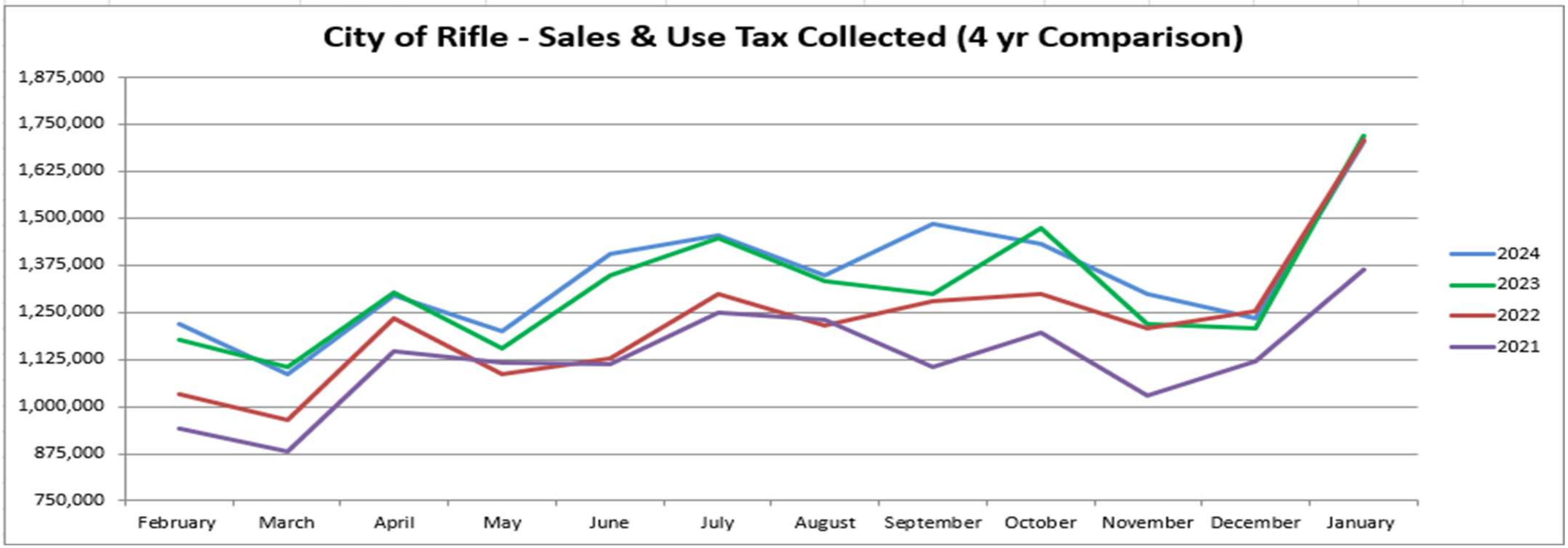
Sales Tax Collections 2024 (Cont'd)

Month	2024	2023	Month % Change	Year to Date % Change
February	$ 1,217,975.92	$ 1,176,714.85	3.51%	3.51%
March	1,084,796.78	1,106,217.65	-1.94%	0.87%
April	1,294,733.69	1,302,675.06	-0.61%	0.33%
May	1,200,917.05	1,152,203.51	4.23%	1.28%
June	1,405,364.33	1,345,976.44	4.41%	1.97%
July	1,452,413.36	1,446,882.67	0.38%	1.67%
August	1,349,030.87	1,333,600.69	1.16%	1.59%
September	1,484,281.75	1,297,429.18	14.40%	3.23%
October	1,432,057.28	1,472,397.92	-2.74%	2.47%
November	1,298,688.00	1,218,990.66	6.54%	2.86%
December	1,234,060.09	1,206,166.56	2.31%	2.81%
January	1,705,123.88	1,719,917.08	-0.86%	2.41%
TOTAL	$ 16,159,443.00	$ 15,779,172.27	2.41%	2.41%



Sales Tax Collections 2024 (Cont'd)

Month	2024	2023	2022	2021	2023%	2022%	2021%	AVG %
February	$ 1,217,975.92	$ 1,176,714.85	$ 1,031,620.45	$ 940,687.81				
March	$ 1,084,796.78	$ 1,106,217.65	$ 963,782.65	$ 882,278.19				
April	$ 1,294,733.69	$ 1,302,675.06	$ 1,234,682.37	$ 1,147,186.10	22.72%	21.95%	22.02%	22.23%
May	$ 1,200,917.05	$ 1,152,203.51	$ 1,086,628.93	$ 1,115,807.93				
June	$ 1,405,364.33	$ 1,345,976.44	$ 1,128,103.99	$ 1,112,354.41				
July	$ 1,452,413.36	$ 1,446,882.67	$ 1,299,788.74	$ 1,249,750.07	25.00%	23.89%	25.78%	24.89%
August	$ 1,349,030.87	$ 1,333,600.69	$ 1,216,692.79	$ 1,229,208.86				
September	$ 1,484,281.75	$ 1,297,429.18	$ 1,281,197.75	$ 1,104,171.24				
October	$ 1,432,057.28	$ 1,472,397.92	$ 1,299,652.58	$ 1,195,472.74	26.01%	25.81%	26.16%	25.99%
November	$ 1,298,688.00	$ 1,218,990.66	$ 1,208,790.91	$ 1,030,196.96				
December	$ 1,234,060.09	$ 1,206,166.56	$ 1,254,580.74	$ 1,119,476.43				
January	$ 1,705,123.88	$ 1,719,917.08	$ 1,708,147.69	$ 1,363,513.90	26.27%	28.35%	26.04%	26.89%
TOTAL	$ 16,159,443.00	$ 15,779,172.27	$ 14,713,669.59	$ 13,490,104.64				



Revenue -Budget to Actual by Fund

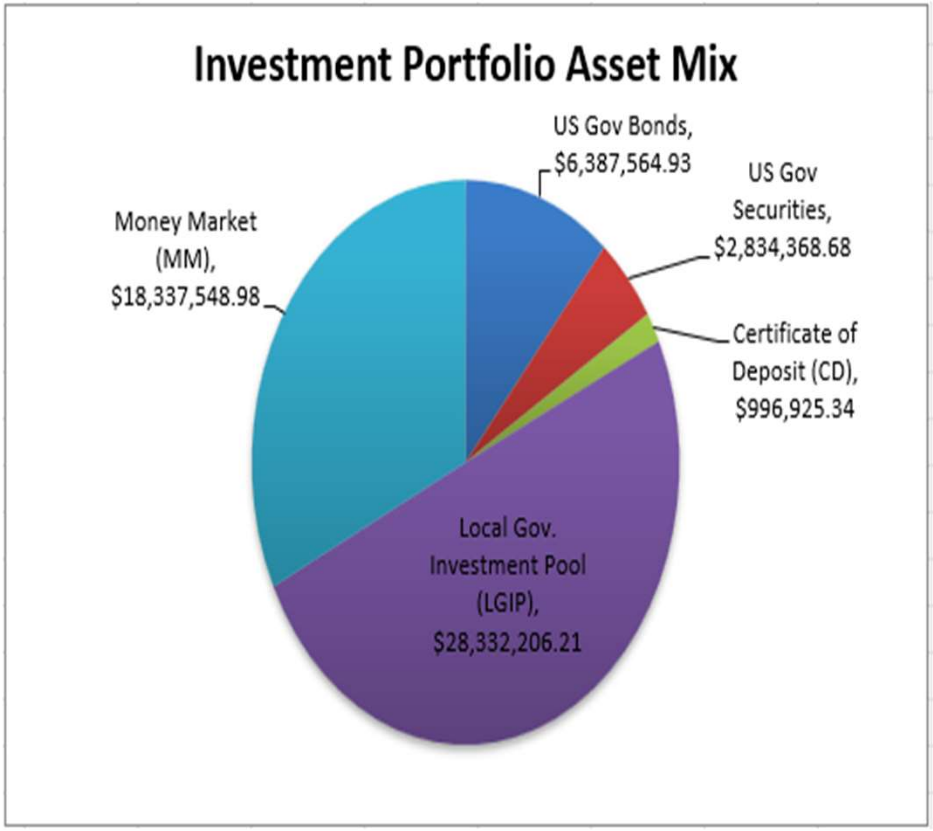
	City of Rifle				**Budget Date**	**12/31/2024**
	Budget to Actual: Cost Center Overview				**Actual Date**	**12/31/2024**
GL Budget	***GL Budget Title***	***Budget***	***Actual***	***Amount Remaining***	***% Earned***	***Fund***
100-3000	General Fund Revenue	$ (15,141,323.45)	$ (14,242,620.25)	$ (898,703.20)	94.06%	100
201-3000	SIF Revenue	$ (12,288,755.06)	$ (7,372,152.65)	$ (4,916,602.41)	59.99%	201
201-3003	SIF Revenue	$ (378,423.85)	$ (377,410.65)	$ (1,013.20)	99.73%	201
202-3000	CTF Revenue	$ (146,872.63)	$ (142,256.37)	$ (4,616.26)	96.86%	202
204-3000	VIF Revenue	$ (385,452.40)	$ (372,052.88)	$ (13,399.52)	96.52%	204
205-3000	DDA Fund Revenue	$ (71,820.86)	$ (69,422.23)	$ (2,398.63)	96.66%	205
206-3000	Capital Fund Revenue	$ (216,828.57)	$ (179,070.38)	$ (37,758.19)	82.59%	206
207-3000	TIF Revenue	$ (501,380.83)	$ (418,773.03)	$ (82,607.80)	83.52%	207
208-3000	URA Fund Revenue	$ (165,046.54)	$ (246,925.97)	$ 81,879.43	149.61%	208
210-3000	Parks and Rec - Revenue	$ (4,332,770.32)	$ (4,647,352.38)	$ 314,582.06	107.26%	210
310-3000	Water Fund Revenue	$ (4,388,411.99)	$ (4,539,394.73)	$ 150,982.74	103.44%	310
310-3002	Water Rights Revenue	$ (47,000.00)	$ (58,965.51)	$ 11,965.51	125.46%	310
310-3003	System Improvement Revenue	$ (332,914.46)	$ (510,580.01)	$ 177,665.55	153.37%	310
310-3004	Debt Service Revenue	$ (3,172,858.78)	$ (3,191,328.15)	$ 18,469.37	100.58%	310
320-3000	Waste Water Fund Revenue	$ (4,330,253.54)	$ (4,426,478.92)	$ 96,225.38	102.22%	320
320-3003	Waste Water System Improvement Revenue	$ (335,100.64)	$ (491,657.84)	$ 156,557.20	146.72%	320
330-3000	Sanitation Fund Revenue	$ (906,745.80)	$ (891,432.10)	$ (15,313.70)	98.31%	330
401-3000	Cemetery Perpetual Care Revenue	$ (27,700.40)	$ (23,116.06)	$ (4,584.34)	83.45%	401
610-3000	Fleet Fund Revenue	$ (632,387.25)	$ (678,117.34)	$ 45,730.09	107.23%	610
610-3003	Fleet Fund System Improvements Revenue	$ -	$ -	$ -	N/B	610
620-3000	IT Fund Revenue	$ (1,387,217.99)	$ (1,301,503.06)	$ (85,714.93)	93.82%	620
620-3003	IT Fund System Improvement Revenue	$ -	$ -	$ -	N/B	620
	Total All Revenue Center GL Budgets	**$ (49,189,265.36)**	**$ (44,180,610.51)**	**$ (5,008,654.85)**	**89.82%**	

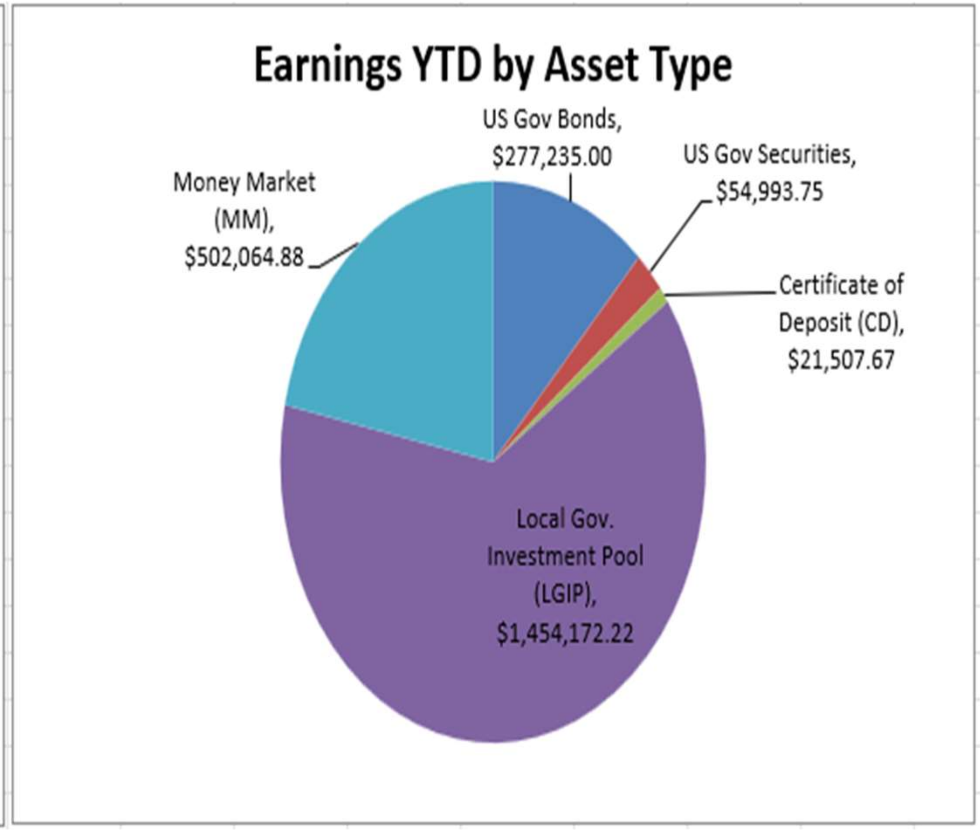
Expenditures -Budget to Actual by Fund

	City of Rifle				Budget Date	12/31/2024	
	Budget to Actual: Cost Center Overview				Actual Date	12/31/2024	
Fund	***Fund Title***	***Budgeted Expenditures***	***Actual Expenditures***	***Encumbrances***	***Amount Remaining***	***% Spent w/out ENC***	***% Spent w/ ENC***
100	General Fund	$ 17,150,489.77	$ 13,803,896.91	$ 427,296.91	$ 2,919,295.95	80.49%	82.98%
201	Street Improvement Fund	$ 12,632,917.60	$ 4,855,983.07	$ 1,321,720.50	$ 6,455,214.03	38.44%	48.90%
202	Conservation Trust Fund	$ 100,000.00	$ -	$ -	$ 100,000.00	0.00%	0.00%
204	Visitor Improvement Fund	$ 344,087.67	$ 273,366.19	$ 77,195.08	$ (6,473.60)	79.45%	101.88%
205	Dowtown Development Fund	$ 84,231.52	$ 75,256.14	$ -	$ 8,975.38	89.34%	89.34%
206	Capital Improvement Fund	$ 150,000.00	$ 62,577.31	$ 39,523.48	$ 47,899.21	41.72%	68.07%
207	Tourism & Industry Fund	$ 812,947.24	$ 683,217.09	$ -	$ 129,730.15	84.04%	84.04%
208	Urban Renewal Authority Fund	$ 20,000.00	$ 3,218.57	$ 16,390.00	$ 391.43	16.09%	98.04%
210	Parks & Recreation Fund	$ 4,498,228.71	$ 4,241,047.42	$ 195,781.40	$ 61,399.89	94.28%	98.64%
310	Water Fund	$ 6,744,699.33	$ 5,882,008.38	$ 1,672,120.08	$ (809,429.13)	87.21%	112.00%
320	Waste Water Fund	$ 6,066,679.62	$ 3,793,548.77	$ 445,535.39	$ 1,827,595.46	62.53%	69.87%
330	Sanitation Fund	$ 939,478.75	$ 885,918.42	$ -	$ 53,560.33	94.30%	94.30%
401	Cemetery Perpetual Care Fund	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%	0.00%
610	Fleet Maintenance Fund	$ 517,012.25	$ 479,649.08	$ -	$ 37,363.17	92.77%	92.77%
620	Information Tech Maintenance Fund	$ 1,387,217.99	$ 1,295,614.84	$ 66,346.14	$ 25,257.01	93.40%	98.18%
	TOTAL ALL FUNDS	**$51,452,990.45**	**$ 36,335,302.19**	**$ 4,261,908.98**	**$ 10,855,779.28**	**70.62%**	**78.90%**

	City of Rifle				Budget Date	12/31/2024	
	Budget to Actual: Cost Center Overview				Actual Date	12/31/2024	
GL Budget	*GL Budget Title*	*Budgeted Expenditures*	*Actual Expenditures*	*Encumbrances*	*Amount Remaining*	*% Spent w/out ENC*	*% Spent w/ ENC*
100-4111	Mayor and City Council	$ 128,528.37	$ 111,084.64	$ -	$ 17,443.73	86.43%	86.43%
100-4121	Municipal Court	$ 313,315.18	$ 295,458.73	$ -	$ 17,856.45	94.30%	94.30%
100-4132	Administration	$ 1,001,410.74	$ 905,965.51	$ -	$ 95,445.23	90.47%	90.47%
100-4151	Finance	$ 822,303.55	$ 786,373.97	$ 20,000.00	$ 15,929.58	95.63%	98.06%
100-4153	Attorney	$ 340,000.00	$ 265,879.94	$ -	$ 74,120.06	78.20%	78.20%
100-4191	Community Development	$ 694,348.16	$ 531,497.48	$ 83,551.04	$ 79,299.64	76.55%	88.58%
100-4195	Grounds and Facilities	$ 621,713.66	$ 584,955.28	$ -	$ 36,758.38	94.09%	94.09%
100-4199	Community TV	$ 312,904.54	$ 223,116.12	$ -	$ 89,788.42	71.30%	71.30%
100-4210	Police	$ 4,905,774.99	$ 4,426,941.65	$ 10,647.43	$ 468,185.91	90.24%	90.46%
100-4240	Building Inspection	$ 120,351.96	$ 117,938.33	$ -	$ 2,413.63	97.99%	97.99%
100-4310	Public Works	$ 2,724,980.97	$ 2,459,579.86	$ 143,263.34	$ 122,137.77	90.26%	95.52%
100-4317	Engineering	$ 242,861.14	$ 117,773.82	$ 74,889.85	$ 50,197.47	48.49%	79.33%
100-4514	Senior Center	$ 545,250.16	$ 570,673.38	$ -	$ (25,423.22)	104.66%	104.66%
100-4800	Non-Departmental	$ 1,317,842.00	$ 1,513,307.85	$ 94,945.25	$ (290,411.10)	114.83%	122.04%
100-4910	Transfers	$ 3,058,904.35	$ 893,350.35	$ -	$ 2,165,554.00	29.20%	29.20%
201-4312	SIF Operational Expenditures	$ 5,950,445.12	$ 2,702,876.48	$ 431,326.12	$ 2,816,242.52	45.42%	52.67%
201-4313	SIF Capital Expenditures	$ 6,682,472.48	$ 2,153,106.59	$ 890,394.38	$ 3,638,971.51	32.22%	45.54%
202-4517	CTF Operational Expense	$ 100,000.00	$ -	$ -	$ 100,000.00	0.00%	0.00%
204-4650	VIF Operational Expense	$ 344,087.67	$ 273,366.19	$ 77,195.08	$ (6,473.60)	79.45%	101.88%
205-4651	DDA Fund Operational Expense	$ 84,231.52	$ 75,256.14	$ -	$ 8,975.38	89.34%	89.34%
206-4900	Capital Fund Operational Expense	$ 150,000.00	$ 62,577.31	$ 39,523.48	$ 47,899.21	41.72%	68.07%
207-4650	TIF Operational Expense	$ 812,947.24	$ 683,217.09	$ -	$ 129,730.15	84.04%	84.04%
208-4650	URA Fund Operational Expense	$ 20,000.00	$ 3,218.57	$ 16,390.00	$ 391.43	16.09%	98.04%
210-4512	Parks and Rec - Recreation Ops	$ 871,102.88	$ 739,364.09	$ -	$ 131,738.79	84.88%	84.88%
210-4513	Parks and Rec - Pool Ops	$ 665,678.21	$ 651,574.29	$ -	$ 14,103.92	97.88%	97.88%
210-4521	Parks and Rec - Parks Ops	$ 1,990,055.39	$ 1,941,554.97	$ 19,781.40	$ 28,719.02	97.56%	98.56%
210-4523	Parks and Rec - Parks Capital	$ 884,116.00	$ 821,277.88	$ 176,000.00	$ (113,161.88)	92.89%	112.80%
210-4800	Parks and Rec - NonDepartmental	$ 87,276.23	$ 87,276.19	$ -	$ 0.04	100.00%	100.00%
310-4331	Water Fund Operational Expense	$ 2,697,484.33	$ 2,368,976.64	$ 177,327.68	$ 151,180.01	87.82%	94.40%
310-4332	Water Rights Operational Expense	$ 68,000.00	$ 29,561.67	$ -	$ 38,438.33	43.47%	43.47%
310-4333	Sys. Improvement Operational Expense	$ 2,195,000.00	$ 1,699,315.15	$ 1,494,792.40	$ (999,107.55)	77.42%	145.52%
310-4334	Debt Service Operational Expense	$ 1,442,453.00	$ 1,442,451.91	$ -	$ 1.09	100.00%	100.00%
310-4335	Debt Service Operational Expense	$ 341,762.00	$ 341,703.01	$ -	$ 58.99	99.98%	99.98%
320-4325	Waste Water Operational Expense	$ 6,066,679.62	$ 3,793,548.77	$ 445,535.39	$ 1,827,595.46	62.53%	69.87%
330-4320	Sanitation Fund Operational Expense	$ 937,478.75	$ 883,918.42	$ -	$ 53,560.33	94.29%	94.29%
330-4900	Sanitation Fund Transfers	$ 2,000.00	$ 2,000.00	$ -	$ -	100.00%	100.00%
401-4422	Cemetery Perpetual Care Expense	$ 5,000.00	$ -	$ -	$ 5,000.00	0.00%	0.00%
610-4196	Fleet Fund Operational Expense	$ 517,012.25	$ 479,649.08	$ -	$ 37,363.17	92.77%	92.77%
620-4192	IT Fund Operational Expense	$ 1,122,217.99	$ 1,042,882.16	$ 62,471.14	$ 16,864.69	92.93%	98.50%
620-4901	IT Fund Capital	$ 265,000.00	$ 252,732.68	$ 3,875.00	$ 8,392.32	95.37%	96.83%
	Total All Cost Center GL Budgets	**$ 51,452,990.45**	**$ 36,335,302.19**	**$ 4,261,908.98**	**$ 10,855,779.28**	**70.62%**	**78.90%**

Investment Portfolio (12/31/2024)





- Portfolio Market Value - $56,888,614.14
  - 11.23% Bonds, 4.98% Securities, 1.75% CD, 49.80% LGIP, 32.23% MM
- Total YTD Earnings - $2,309,973.52
- Unrealized Gain/Loss - $(33,066,39)

CITY OF RIFLE
FUND SUMMARY
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
GENERAL REVENUES	14,246,390.97	14,246,390.97	15,141,323.45	894,932.48	94.1
	14,246,390.97	14,246,390.97	15,141,323.45	894,932.48	94.1
EXPENDITURES					
MAYOR/COUNCIL	111,084.64	111,084.64	128,528.37	17,443.73	86.4
CITY CLERK	239.37	239.37	.00	(239.37)	.0
MUNICIPAL COURT	295,458.73	295,458.73	313,315.18	17,856.45	94.3
CITY MANAGER	905,965.51	905,965.51	1,001,410.74	95,445.23	90.5
FINANCE	786,373.97	786,373.97	822,303.55	35,929.58	95.6
ATTORNEY	265,879.94	265,879.94	340,000.00	74,120.06	78.2
COMMUNITY DEVELOPMENT	531,497.48	531,497.48	694,348.16	162,850.68	76.6
GROUNDS AND FACILITY MAINT.	584,955.28	584,955.28	621,713.66	36,758.38	94.1
COMMUNITY INVOLVEMT MULTIMEDI	223,116.12	223,116.12	312,904.54	89,788.42	71.3
POLICE	4,426,941.65	4,426,941.65	4,905,774.99	478,833.34	90.2
BUILDING INSPECTIONS	117,938.33	117,938.33	120,351.96	2,413.63	98.0
PUBLIC WORKS	2,459,579.86	2,459,579.86	2,724,980.97	265,401.11	90.3
PW - ENGINEERING	117,773.82	117,773.82	242,861.14	125,087.32	48.5
SENIOR CENTER	570,673.38	570,673.38	545,250.16	(25,423.22)	104.7
NON DEPARTMENTAL	1,513,307.85	1,513,307.85	1,317,842.00	(195,465.85)	114.8
OPERATING TRANSFERS OUT	893,350.35	893,350.35	3,058,904.35	2,165,554.00	29.2
	13,804,136.28	13,804,136.28	17,150,489.77	3,346,353.49	80.5
	442,254.69	442,254.69	(2,009,166.32)	(2,451,421.01)	22.0

CITY OF RIFLE
FUND SUMMARY
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
GENERAL REVENUES	7,372,152.65	7,372,152.65	12,288,755.06	4,916,602.41	60.0
CAPITAL REVENUES	377,410.65	377,410.65	378,423.85	1,013.20	99.7
	7,749,563.30	7,749,563.30	12,667,178.91	4,917,615.61	61.2
EXPENDITURES					
PAVED STREETS	2,702,876.48	2,702,876.48	5,950,445.12	3,247,568.64	45.4
CONSTRUCTION PROJECT	2,153,106.59	2,153,106.59	6,682,472.48	4,529,365.89	32.2
	4,855,983.07	4,855,983.07	12,632,917.60	7,776,934.53	38.4
	2,893,580.23	2,893,580.23	34,261.31	(2,859,318.92)	8445.6

CITY OF RIFLE
FUND SUMMARY
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
CONSERVATION TRUST REVENUE	143,362.17	143,362.17	146,872.63	3,510.46	97.6
	143,362.17	143,362.17	146,872.63	3,510.46	97.6
EXPENDITURES					
CONSERVATION TRUST	.00	.00	100,000.00	100,000.00	.0
	.00	.00	100,000.00	100,000.00	.0
	143,362.17	143,362.17	46,872.63	(96,489.54)	305.9

CITY OF RIFLE
FUND SUMMARY
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

VISITOR IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
VISITOR IMPROVEMENT	373,693.43	373,693.43	385,452.40	11,758.97	97.0
	373,693.43	373,693.43	385,452.40	11,758.97	97.0
EXPENDITURES					
VISITOR IMPROVEMENT	273,366.19	273,366.19	344,087.67	70,721.48	79.5
	273,366.19	273,366.19	344,087.67	70,721.48	79.5
	100,327.24	100,327.24	41,364.73	(58,962.51)	242.5

CITY OF RIFLE
FUND SUMMARY
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

DOWNTOWN DEVELOPMENT DISTRICT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
DOWNTOWN DEVELOPMENT	69,755.78	69,755.78	71,820.86	2,065.08	97.1
	69,755.78	69,755.78	71,820.86	2,065.08	97.1
EXPENDITURES					
DOWNTOWN DEVELOPMENT	75,256.14	75,256.14	84,231.52	8,975.38	89.3
	75,256.14	75,256.14	84,231.52	8,975.38	89.3
	(5,500.36)	(5,500.36)	(12,410.66)	(6,910.30)	(44.3)

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
CAPITAL REVENUE	184,772.13	184,772.13	216,828.57	32,056.44	85.2
	184,772.13	184,772.13	216,828.57	32,056.44	85.2
EXPENDITURES					
CAPITAL IMPROVEMENTS	62,577.31	62,577.31	150,000.00	87,422.69	41.7
	62,577.31	62,577.31	150,000.00	87,422.69	41.7
	122,194.82	122,194.82	66,828.57	(55,366.25)	182.9

TOURISM & INDUSTRY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
TOURISM & INDUSTRY	419,576.08	419,576.08	501,380.83	81,804.75	83.7
	419,576.08	419,576.08	501,380.83	81,804.75	83.7
EXPENDITURES					
TOURISM & INDUSTRY	683,217.09	683,217.09	812,947.24	129,730.15	84.0
	683,217.09	683,217.09	812,947.24	129,730.15	84.0
	(263,641.01)	(263,641.01)	(311,566.41)	(47,925.40)	(84.6)

URBAN RENEWAL AUTHORITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
URBAN RENEWAL	247,877.29	247,877.29	165,046.54	(82,830.75)	150.2
	247,877.29	247,877.29	165,046.54	(82,830.75)	150.2
EXPENDITURES					
URBAN RENEWAL	3,218.57	3,218.57	20,000.00	16,781.43	16.1
	3,218.57	3,218.57	20,000.00	16,781.43	16.1
	244,658.72	244,658.72	145,046.54	(99,612.18)	168.7

CITY OF RIFLE
FUND SUMMARY
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

PARKS & RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
PARKS AND REC REVENUE	4,656,121.82	4,656,121.82	4,332,770.32	(323,351.50)	107.5
	4,656,121.82	4,656,121.82	4,332,770.32	(323,351.50)	107.5
EXPENDITURES					
RECREATION	739,364.09	739,364.09	871,102.88	131,738.79	84.9
POOL	651,574.29	651,574.29	665,678.21	14,103.92	97.9
PARK MAINTENANCE	1,941,554.97	1,941,554.97	1,990,055.39	48,500.42	97.6
PARKS CAPITAL	821,277.88	821,277.88	884,116.00	62,838.12	92.9
NON-DEPARTMENTAL	87,276.19	87,276.19	87,276.23	.04	100.0
	4,241,047.42	4,241,047.42	4,498,228.71	257,181.29	94.3
	415,074.40	415,074.40	(165,458.39)	(580,532.79)	250.9

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
WATER REVENUE	4,539,394.73	4,539,394.73	4,388,411.99	(150,982.74)	103.4
WATER RIGHTS REVENUE	58,965.51	58,965.51	47,000.00	(11,965.51)	125.5
CAPITAL REVENUE	510,580.01	510,580.01	332,914.46	(177,665.55)	153.4
WTP SALES & USE TAX REVENUES	3,191,328.15	3,191,328.15	3,172,858.78	(18,469.37)	100.6
	8,300,268.40	8,300,268.40	7,941,185.23	(359,083.17)	104.5
EXPENDITURES					
WATER O&H	2,368,976.64	2,368,976.64	2,697,484.33	328,507.69	87.8
WATER RIGHTS	29,561.67	29,561.67	68,000.00	38,438.33	43.5
WATER SYSTEM IMPROVEMENTS	1,699,315.15	1,699,315.15	2,195,000.00	495,684.85	77.4
WATER TREATMENT PLANT DEBT	1,442,451.91	1,442,451.91	1,442,453.00	1.09	100.0
WATER TANK DEBT	341,703.01	341,703.01	341,762.00	58.99	100.0
	5,882,008.38	5,882,008.38	6,744,699.33	862,690.95	87.2
	2,418,260.02	2,418,260.02	1,196,485.90	(1,221,774.12)	202.1

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
WASTE WATER REVENUE	4,611,579.56	4,611,579.56	4,330,253.54	(281,326.02)	106.5
WASTEWATER SYS IMPROVE	491,657.84	491,657.84	335,100.64	(156,557.20)	146.7
	5,103,237.40	5,103,237.40	4,665,354.18	(437,883.22)	109.4
EXPENDITURES					
SEWER O&H	3,793,548.77	3,793,548.77	6,066,679.62	2,273,130.85	62.5
	3,793,548.77	3,793,548.77	6,066,679.62	2,273,130.85	62.5
	1,309,688.63	1,309,688.63	(1,401,325.44)	(2,711,014.07)	93.5

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
USER FEES	891,432.10	891,432.10	906,745.80	15,313.70	98.3
	891,432.10	891,432.10	906,745.80	15,313.70	98.3
EXPENDITURES					
SANITATION OPERATIONS	883,918.42	883,918.42	937,478.75	53,560.33	94.3
SANITATION TRANSFERS	2,000.00	2,000.00	2,000.00	.00	100.0
	885,918.42	885,918.42	939,478.75	53,560.33	94.3
	5,513.68	5,513.68	(32,732.95)	(38,246.63)	16.8

CEMETERY PERPETUAL CARE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
PERPETUAL CARE	23,116.06	23,116.06	27,700.40	4,584.34	83.5
	23,116.06	23,116.06	27,700.40	4,584.34	83.5
EXPENDITURES					
CEMETERY PERPETUAL CARE	.00	.00	5,000.00	5,000.00	.0
	.00	.00	5,000.00	5,000.00	.0
	23,116.06	23,116.06	22,700.40	(415.66)	101.8

FLEET MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
FLEET REVENUES	678,117.34	678,117.34	632,387.25	(45,730.09)	107.2
	678,117.34	678,117.34	632,387.25	(45,730.09)	107.2
EXPENDITURES					
FLEET MAINTENANCE	479,649.08	479,649.08	517,012.25	37,363.17	92.8
	479,649.08	479,649.08	517,012.25	37,363.17	92.8
	198,468.26	198,468.26	115,375.00	(83,093.26)	172.0

INFORMATION TECH MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
INTERDEPT REVENUES	1,301,503.06	1,301,503.06	1,387,217.99	85,714.93	93.8
	1,301,503.06	1,301,503.06	1,387,217.99	85,714.93	93.8
EXPENDITURES					
I.T. MAINTENANCE	1,042,882.16	1,042,882.16	1,122,217.99	79,335.83	92.9
CAPITAL	252,732.68	252,732.68	265,000.00	12,267.32	95.4
	1,295,614.84	1,295,614.84	1,387,217.99	91,603.15	93.4
	5,888.22	5,888.22	.00	(5,888.22)	.0

City of Rifle - Fund Balance/Net Position Report

Projected @ December 31, 2024

Fund No.	Fund Name	2023 Audited Fund Balance/Net Position	2024 Unaudited Revenues YTD	2024 Unaudited Expenditures YTD	2024 Unaudited Fund Balance/Net Position 12/31/2024	Net Change	Min Op Reserve (MOR) - Res. 5 Series 2020	GFOA Recommended Min Reserve	Current Reserve Estimate @ 12/31/2024	Current Reserve Percentage @ 12/31/2024
Governmental Funds										
100	***General***	$ 13,655,898.01	$ 14,242,620.25	$ 13,803,896.91	$ 14,094,621.35	**$ 438,723.34**	$ 5,521,558.76	$ 2,348,597.57	$ 12,457,262.35	88.40%
201	***Street Improvement***	5,412,937.66	$7,749,563.30	4,855,983.07	8,306,517.89	**2,893,580.23**		2,105,486.27	8,306,517.89	92.20%
202	***Conservation Trust***	222,602.69	142,256.37	$0.00	364,859.06	**142,256.37**		16,666.67	364,859.06	5.46%
204	***Visitor Improvement***	452,360.26	372,052.88	$273,366.19	551,046.95	**98,686.69**		57,347.95	551,046.95	551.05%
205	***Downtown Development***	116,293.56	69,422.23	$75,256.14	110,459.65	**(5,833.91)**		14,038.59	110,459.65	32.10%
206	***Capital***	1,814,807.63	179,070.38	$62,577.31	1,931,300.70	**116,493.07**		25,000.00	1,931,300.70	2292.85%
207	***Tourism & Industry***	463,330.54	418,773.03	$683,217.09	198,886.48	**(264,444.06)**		135,491.21	198,886.48	132.59%
208	***Urban Renewal***	69,423.64	246,925.97	$3,218.57	313,131.04	**243,707.40**		3,333.33	313,131.04	38.52%
210	***Parks & Recreation***	3,033,545.95	4,647,352.38	$4,241,047.42	3,439,850.91	**406,304.96**	1,124,557.18	749,704.79	3,439,850.91	76.13%
	TOTAL GOVERNMENTAL	**$ 25,241,199.94**	**$ 28,068,036.79**	**$ 23,998,562.70**	**$ 29,310,674.03**	**$ 4,069,474.09**		$ 5,455,666.36	$ 27,673,315.03	
Proprietary Funds										
310	***Water***	$ 17,363,625.47	$ 8,300,268.40	$5,882,008.38	$ 19,781,885.49	**$ 2,418,260.02**	$ 1,686,174.83	$ 1,124,116.56	$ 18,981,885.49	296.46%
320	***Wastewater***	8,804,007.66	4,918,136.76	$3,793,548.77	9,928,595.65	**1,124,587.99**	1,516,669.91	1,011,113.27	9,128,595.65	142.45%
330	***Sanitation***	235,221.41	891,432.10	$885,918.42	240,735.09	**5,513.68**		156,579.79	195,735.09	20.88%
610	***Fleet***	149,499.83	678,117.34	$479,649.08	347,968.09	**198,468.26**		86,168.71	347,968.09	66.66%
620	***Information Tech***	66,713.21	1,301,503.06	$1,295,614.84	72,601.43	**5,888.22**		231,203.00	72,601.43	6.47%
	TOTAL PROPRIETARY	**$ 26,619,067.58**	**$ 16,089,457.66**	**$ 12,336,739.49**	**$ 30,371,785.75**	**$ 3,752,718.17**		$ 2,609,181.32	$ 28,726,785.75	
Fiduciary Fund										
401	***Cemetery Perpetual Care***	$ 323,469.13	$ 23,116.06	$0.00	$ 346,585.19	**$ 23,116.06**		$ 833.33	$ 88,169.19	4408.46%
	TOTAL REPORTING ENTITY	**$ 52,183,736.65**	**$ 44,180,610.51**	**$ 36,335,302.19**	**$ 60,029,044.97**	**$ 7,845,308.32**		$ 8,065,681.02	$ 56,488,269.97	

City of Rifle
Sales Tax - 2024
Prior Year Comparison

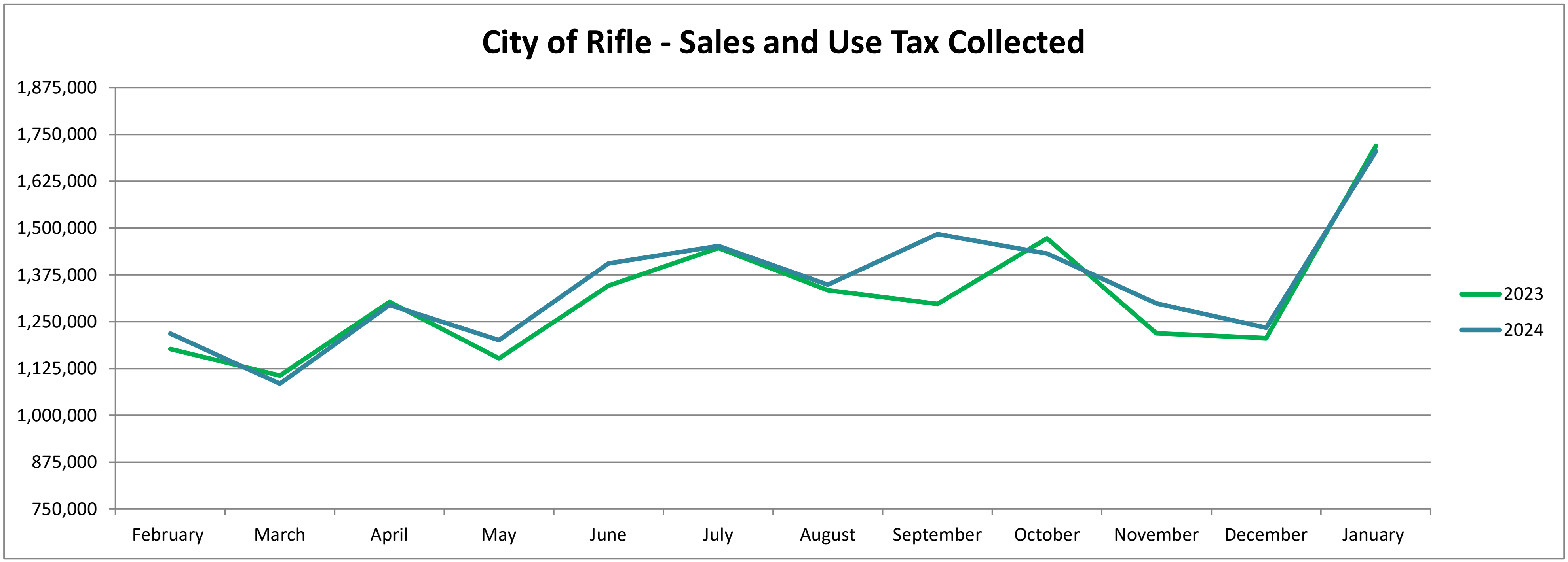
City Business	February Collections (for January Sales)				March Collections (for February Sales)				April Collections (for March Sales)				May Collections (for April Sales)			
	Total Amount 2024	Total Amount 2023	$ Diff	% Diff	Total Amount 2024	Total Amount 2023	$ Diff	% Diff	Total Amount 2024	Total Amount 2023	$ Diff	% Diff	Total Amount 2024	Total Amount 2023	$ Diff	% Diff
BARS & RESTAURANTS	$ 95,655.08	$ 104,043.75	$ (8,388.67)	-8.06%	$ 94,296.76	$ 95,653.51	$ (1,356.75)	-1.42%	$ 120,430.85	$ 111,720.01	$ 8,710.84	7.80%	$ 111,869.34	$ 118,564.37	$ (6,695.03)	-5.65%
RETAIL MARIJUANA	20,611.76	23,495.84	(2,884.08)	-12.27%	19,953.70	22,926.51	(2,972.81)	-12.97%	23,719.79	25,989.61	(2,269.82)	-8.73%	22,144.15	22,997.66	(853.51)	-3.71%
UTILITIES	75,977.31	82,678.88	(6,701.57)	-8.11%	55,653.98	56,133.75	(479.77)	-0.85%	60,075.47	75,484.03	(15,408.56)	-20.41%	55,626.91	53,149.98	2,476.93	4.66%
USE TAX/OTHER MISC	31,401.23	41,388.67	(9,987.44)	-24.13%	38,748.17	31,478.62	7,269.55	23.09%	44,689.01	41,191.34	3,497.67	8.49%	38,698.54	21,303.75	17,394.79	81.65%
OIL & GAS	14,216.61	20,323.90	(6,107.29)	-30.05%	15,175.66	23,693.46	(8,517.80)	-35.95%	7,048.28	31,613.69	(24,565.41)	-77.70%	15,968.41	17,456.44	(1,488.03)	-8.52%
LODGING	28,075.40	33,812.34	(5,736.94)	-16.97%	30,478.11	36,348.14	(5,870.03)	-16.15%	38,554.67	40,093.64	(1,538.97)	-3.84%	30,115.14	37,002.84	(6,887.70)	-18.61%
LIQUOR STORES	15,744.57	21,895.89	(6,151.32)	-28.09%	16,399.49	21,662.08	(5,262.59)	-24.29%	18,822.78	23,366.97	(4,544.19)	-19.45%	17,906.44	23,782.01	(5,875.57)	-24.71%
HVAC	1,407.56	1,327.35	80.21	6.04%	1,047.62	2,281.03	(1,233.41)	-54.07%	1,678.56	827.31	851.25	102.89%	469.05	656.54	(187.49)	-28.56%
HARDWARE	12,286.66	15,525.99	(3,239.33)	-20.86%	11,649.37	14,218.81	(2,569.44)	-18.07%	30,643.68	35,370.65	(4,726.97)	-13.36%	16,683.22	17,107.95	(424.73)	-2.48%
GENERAL RETAIL	438,961.86	415,011.47	23,950.39	5.77%	413,220.91	370,797.86	42,423.05	11.44%	560,582.20	522,742.84	37,839.36	7.24%	469,905.71	446,131.98	23,773.73	5.33%
FOOD	206,854.77	165,010.94	41,843.83	25.36%	182,543.87	176,224.60	6,319.27	3.59%	196,893.27	180,266.54	16,626.73	9.22%	186,531.16	187,718.47	(1,187.31)	-0.63%
EXCISE	7,091.37	9,452.69	(2,361.32)	-24.98%	3,222.19	9,058.11	(5,835.92)	-64.43%	2,031.91	8,811.20	(6,779.29)	-76.94%	1,747.86	10,083.84	(8,335.98)	-82.67%
CONTRACTOR	2,606.45	1,088.80	1,517.65	139.39%	2,269.05	1,833.53	435.52	23.75%	2,709.89	1,694.03	1,015.86	59.97%	3,173.79	1,852.17	1,321.62	71.36%
CAR PARTS & SALES	48,434.39	50,509.66	(2,075.27)	-4.11%	56,645.03	51,435.29	5,209.74	10.13%	48,679.84	53,338.06	(4,658.22)	-8.73%	62,196.93	53,300.03	8,896.90	16.69%
SUTS (CO SALES & USE TAX SYSTEM)	12,890.99	5,629.05	7,261.94	129.01%	18,601.49	6,131.57	12,469.92	203.37%	21,548.84	16,524.85	5,023.99	30.40%	19,865.84	15,483.22	4,382.62	28.31%
Total MuniRev	**$ 1,012,216.01**	**$ 991,195.22**	**$ 21,020.79**	**2.12%**	**$ 959,905.40**	**$ 919,876.87**	**$ 40,028.53**	**4.35%**	**$ 1,178,109.04**	**$ 1,169,034.77**	**$ 9,074.27**	**0.78%**	**$ 1,052,902.49**	**$ 1,026,591.25**	**$ 26,311.24**	**2.56%**
BUILDING USE TAX (Month Collected)	29,199.84	99,263.97	(70,064.13)	-70.58%	24,105.97	75,093.74	(50,987.77)	-67.90%	27,640.82	21,606.17	6,034.65	27.93%	18,765.62	9,389.75	9,375.87	99.85%
MOTOR VEHICLE USE TAX (Month Collected)	176,560.07	86,255.66	90,304.41	104.69%	100,785.41	111,247.04	(10,461.63)	-9.40%	88,983.83	112,034.12	(23,050.29)	-20.57%	129,248.94	116,222.51	13,026.43	11.21%
Grand Total	**$ 1,217,975.92**	**$ 1,176,714.85**	**$ 41,261.07**	**3.51%**	**$ 1,084,796.78**	**$ 1,106,217.65**	**$ (21,420.87)**	**-1.94%**	**$ 1,294,733.69**	**$ 1,302,675.06**	**$ (7,941.37)**	**-0.61%**	**$ 1,200,917.05**	**$ 1,152,203.51**	**$ 48,713.54**	**4.23%**

City Business	June Collections (for May Sales)				July Collections (for June Sales)				August Collections (for July Sales)				September Collections (for August Sales)			
	Total Amount 2024	Total Amount 2023	$ Diff	% Diff	Total Amount 2024	Total Amount 2023	$ Diff	% Diff	Total Amount 2024	Total Amount 2023	$ Diff	% Diff	Total Amount 2024	Total Amount 2023	$ Diff	% Diff
BARS & RESTAURANTS	$ 118,133.54	$ 125,994.63	$ (7,861.09)	-6.24%	$ 114,411.96	$ 126,671.76	$ (12,259.80)	-9.68%	$ 128,836.90	$ 130,929.87	$ (2,092.97)	-1.60%	$ 108,242.97	$ 116,674.62	$ (8,431.65)	-7.23%
RETAIL MARIJUANA	24,495.08	24,388.92	106.16	0.44%	22,196.59	25,499.47	(3,302.88)	-12.95%	23,136.70	24,286.37	(1,149.67)	-4.73%	22,385.02	24,465.68	(2,080.66)	-8.50%
UTILITIES	43,394.70	47,491.84	(4,097.14)	-8.63%	42,997.49	47,611.85	(4,614.36)	-9.69%	52,452.00	43,428.72	9,023.28	20.78%	59,575.75	58,405.39	1,170.36	2.00%
USE TAX/OTHER MISC	32,247.97	25,998.99	6,248.98	24.04%	51,278.12	30,786.60	20,491.52	66.56%	40,155.03	71,956.04	(31,801.01)	-44.20%	57,085.52	28,956.89	28,128.63	97.14%
OIL & GAS	16,395.91	23,238.03	(6,842.12)	-29.44%	18,921.13	19,287.51	(366.38)	-1.90%	12,571.92	16,615.91	(4,043.99)	-24.34%	30,359.15	21,692.24	8,666.91	39.95%
LODGING	49,474.47	58,116.03	(8,641.56)	-14.87%	70,873.40	78,335.14	(7,461.74)	-9.53%	73,241.86	87,593.67	(14,351.81)	-16.38%	69,708.80	75,808.85	(6,100.05)	-8.05%
LIQUOR STORES	21,721.42	27,697.85	(5,976.43)	-21.58%	21,243.99	28,057.81	(6,813.82)	-24.28%	22,267.70	28,822.32	(6,554.62)	-22.74%	21,801.69	26,116.79	(4,315.10)	-16.52%
HVAC	891.92	721.73	170.19	23.58%	961.20	3,231.85	(2,270.65)	-70.26%	1,267.63	1,252.78	14.85	1.19%	1,364.30	753.89	610.41	80.97%
HARDWARE	18,495.68	25,887.78	(7,392.10)	-28.55%	50,440.13	38,865.57	11,574.56	29.78%	18,028.29	19,142.55	(1,114.26)	-5.82%	26,023.53	19,129.80	6,893.73	36.04%
GENERAL RETAIL	596,047.04	470,999.33	125,047.71	26.55%	590,526.11	619,742.98	(29,216.87)	-4.71%	509,819.93	476,820.56	32,999.37	6.92%	551,955.57	489,078.81	62,876.76	12.86%
FOOD	201,616.46	201,072.57	543.89	0.27%	209,956.42	215,311.30	(5,354.88)	-2.49%	210,873.48	211,397.11	(523.63)	-0.25%	214,448.58	200,630.08	13,818.50	6.89%
EXCISE	3,531.08	6,954.18	(3,423.10)	-49.22%	3,245.78	8,917.96	(5,672.18)	-63.60%	2,103.01	5,823.42	(3,720.41)	-63.89%	2,335.09	5,550.02	(3,214.93)	-57.93%
CONTRACTOR	988.65	706.12	282.53	40.01%	1,040.07	576.43	463.64	80.43%	808.18	891.88	(83.70)	-9.38%	404.84	5,562.42	(5,157.58)	-92.72%
CAR PARTS & SALES	63,408.39	52,978.12	10,430.27	19.69%	72,757.85	65,124.92	7,632.93	11.72%	63,935.20	59,435.49	4,499.71	7.57%	76,563.36	67,863.37	8,699.99	12.82%
SUTS (CO SALES & USE TAX SYSTEM)	25,593.39	15,145.81	10,447.58	68.98%	24,306.53	14,435.43	9,871.10	68.38%	22,699.03	13,372.84	9,326.19	69.74%	75,048.60	13,061.22	61,987.38	474.59%
Total MuniRev	**$ 1,216,435.70**	**$ 1,107,391.93**	**$ 109,043.77**	**9.85%**	**$ 1,295,156.77**	**$ 1,322,456.58**	**$ (27,299.81)**	**-2.06%**	**$ 1,182,196.86**	**$ 1,191,769.53**	**$ (9,572.67)**	**-0.80%**	**$ 1,317,302.77**	**$ 1,153,750.07**	**$ 163,552.70**	**14.18%**
BUILDING USE TAX (Month Collected)	72,146.88	88,372.18	(16,225.30)	-18.36%	42,066.20	26,782.78	15,283.42	57.06%	44,181.62	24,753.57	19,428.05	78.49%	33,947.21	13,025.84	20,921.37	160.61%
MOTOR VEHICLE USE TAX (Month Collected)	116,781.75	150,212.33	(33,430.58)	-22.26%	115,190.39	97,643.31	17,547.08	17.97%	122,652.39	117,077.59	5,574.80	4.76%	133,031.77	130,653.27	2,378.50	1.82%
Grand Total	**$ 1,405,364.33**	**$ 1,345,976.44**	**$ 59,387.89**	**4.41%**	**$ 1,452,413.36**	**$ 1,446,882.67**	**$ 5,530.69**	**0.38%**	**$ 1,349,030.87**	**$ 1,333,600.69**	**$ 15,430.18**	**1.16%**	**$ 1,484,281.75**	**$ 1,297,429.18**	**$ 186,852.57**	**14.40%**

City Business	October Collections (for September Sales) Total Amount 2024	Total Amount 2023	$ Diff	% Diff	November Collections (for October Sales) Total Amount 2024	Total Amount 2023	$ Diff	% Diff	December Collections (for November Sales) Total Amount 2024	Total Amount 2023	$ Diff	% Diff	January Collections (for December Sales) Total Amount 2024	Total Amount 2023	$ Diff	% Diff
BARS & RESTAURANTS	$ 116,335.23	$ 122,226.13	$ (5,890.90)	-4.82%	$ 97,901.91	$ 122,666.97	$ (24,765.06)	-20.19%	$ 121,152.90	$ 105,039.78	$ 16,113.12	15.34%	$ 110,929.17	$ 103,312.28	$ 7,616.89	7.37%
RETAIL MARIJUANA	21,144.87	23,683.22	(2,538.35)	-10.72%	21,671.13	23,938.75	(2,267.62)	-9.47%	23,317.36	23,218.61	98.75	0.43%	17,895.52	24,859.48	(6,963.96)	-28.01%
UTILITIES	48,112.13	47,030.23	1,081.90	2.30%	55,185.36	47,501.11	7,684.25	16.18%	42,946.78	45,082.26	(2,135.48)	-4.74%	74,835.42	79,520.94	(4,685.52)	-5.89%
USE TAX/OTHER MISC	54,870.65	44,234.53	10,636.12	24.04%	27,571.46	30,691.00	(3,119.54)	-10.16%	29,537.81	25,201.10	4,336.71	17.21%	52,859.44	48,050.84	4,808.60	10.01%
OIL & GAS	26,401.03	27,989.95	(1,588.92)	-5.68%	28,430.09	25,760.50	2,669.59	10.36%	18,295.66	57,271.04	(38,975.38)	-68.05%	20,262.32	43,932.68	(23,670.36)	-53.88%
LODGING	64,598.58	72,713.43	(8,114.85)	-11.16%	59,870.58	62,932.14	(3,061.56)	-4.86%	42,587.69	37,223.91	5,363.78	14.41%	33,150.44	33,260.86	(110.42)	-0.33%
LIQUOR STORES	20,043.65	22,654.23	(2,610.58)	-11.52%	20,255.34	21,322.53	(1,067.19)	-5.00%	20,866.47	20,364.94	501.53	2.46%	28,342.83	31,823.02	(3,480.19)	-10.94%
HVAC	1,029.32	1,087.65	(58.33)	-5.36%	946.89	1,915.36	(968.47)	-50.56%	888.02	2,334.36	(1,446.34)	-61.96%	479.83	1,827.17	(1,347.34)	-73.74%
HARDWARE	52,647.56	33,532.24	19,115.32	57.01%	18,452.05	21,296.96	(2,844.91)	-13.36%	16,976.58	18,031.23	(1,054.65)	-5.85%	35,530.64	56,227.63	(20,696.99)	-36.81%
GENERAL RETAIL	597,896.96	589,344.30	8,552.66	1.45%	521,716.06	483,496.31	38,219.75	7.90%	500,368.38	480,889.37	19,479.01	4.05%	763,943.84	701,503.59	62,440.25	8.90%
FOOD	199,854.68	209,027.45	(9,172.77)	-4.39%	198,964.84	193,071.59	5,893.25	3.05%	189,911.50	184,835.77	5,075.73	2.75%	341,375.76	311,245.86	30,129.90	9.68%
EXCISE	3,146.52	27,941.98	(24,795.46)	-88.74%	2,679.31	10,116.58	(7,437.27)	-73.52%	2,633.84	4,061.09	(1,427.25)	-35.14%	1,352.88	10,320.68	(8,967.80)	-86.89%
CONTRACTOR	9,693.67	1,919.19	7,774.48	405.09%	5,653.68	7,480.24	(1,826.56)	-24.42%	4,919.74	7,396.52	(2,476.78)	-33.49%	2,235.41	2,956.47	(721.06)	-24.39%
CAR PARTS & SALES	55,458.00	60,064.13	(4,606.13)	-7.67%	64,389.48	53,837.36	10,552.12	19.60%	68,424.83	64,039.10	4,385.73	6.85%	69,101.99	67,140.87	1,961.12	2.92%
SUTS (CO SALES & USE TAX SYSTEM)	30,668.41	24,242.10	6,426.31	26.51%	35,547.48	14,834.73	20,712.75	139.62%	26,812.33	15,198.48	11,613.85	76.41%	25,877.67	7,882.87	17,994.80	228.28%
Total MuniRev	**$ 1,301,901.26**	**$ 1,307,690.76**	**$ (5,789.50)**	**-0.44%**	**$ 1,159,235.66**	**$ 1,120,862.13**	**$ 38,373.53**	**3.42%**	**$ 1,109,639.89**	**$ 1,090,187.56**	**$ 19,452.33**	**1.78%**	**$ 1,578,173.16**	**$ 1,523,865.24**	**$ 36,313.12**	**2.38%**
BUILDING USE TAX (Month Collected)	11,758.01	9,076.61	2,681.40	29.54%	14,263.38	9,750.02	4,513.36	46.29%	11,261.91	5,489.83	5,772.08	105.14%	11,051.52	19,491.77	(8,440.25)	-43.30%
MOTOR VEHICLE USE TAX (Month Collected)	118,398.01	155,630.55	(37,232.54)	-23.92%	125,188.96	88,378.51	36,810.45	41.65%	113,158.29	110,489.17	2,669.12	2.42%	115,899.20	176,560.07	(60,660.87)	-34.36%
Grand Total	**$ 1,432,057.28**	**$ 1,472,397.92**	**$ (40,340.64)**	**-2.74%**	**$ 1,298,688.00**	**$ 1,218,990.66**	**$ 79,697.34**	**6.54%**	**$ 1,234,060.09**	**$ 1,206,166.56**	**$ 27,893.53**	**2.31%**	**$ 1,705,123.88**	**$ 1,719,917.08**	**$ (32,788.00)**	**-1.91%**

City Business	ANNUAL TOTAL COLLECTIONS Total Amount 2024	Total Amount 2023	$ Diff	% Diff
BARS & RESTAURANTS	$ 1,338,196.61	$ 1,383,497.68	$ (45,301.07)	-3.27%
RETAIL MARIJUANA	$ 262,671.67	$ 289,750.12	(27,078.45)	-9.35%
UTILITIES	$ 666,833.30	$ 683,518.98	(16,685.68)	-2.44%
USE TAX/OTHER MISC	$ 499,142.95	$ 441,238.37	57,904.58	13.12%
OIL & GAS	$ 224,046.17	$ 328,875.35	(104,829.18)	-31.88%
LODGING	$ 590,729.14	$ 653,240.99	(62,511.85)	-9.57%
LIQUOR STORES	$ 245,416.37	$ 297,566.44	(52,150.07)	-17.53%
HVAC	$ 12,431.90	$ 18,217.02	(5,785.12)	-31.76%
HARDWARE	$ 307,857.39	$ 314,337.16	(6,479.77)	-2.06%
GENERAL RETAIL	$ 6,514,944.57	$ 6,066,559.40	448,385.17	7.39%
FOOD	$ 2,539,824.79	$ 2,435,812.28	104,012.51	4.27%
EXCISE	$ 35,120.84	$ 117,091.75	(81,970.91)	-70.01%
CONTRACTOR	$ 36,503.42	$ 33,957.80	2,545.62	7.50%
CAR PARTS & SALES	$ 749,995.29	$ 699,066.40	50,928.89	7.29%
SUTS (CO SALES & USE TAX SYSTEM)	$ 339,460.60	$ 161,942.17	177,518.43	109.62%
Total MuniRev	**$ 14,363,175.01**	**$ 13,924,671.91**	**$ 438,503.10**	**3.15%**
BUILDING USE TAX (Month Collected)	$ 340,388.98	$ 402,096.23	(61,707.25)	-15.35%
MOTOR VEHICLE USE TAX (Month Collected)	$ 1,455,879.01	$ 1,452,404.13	3,474.88	0.24%
Grand Total	**$ 16,159,443.00**	**$ 15,779,172.27**	**$ 380,270.73**	**2.41%**

Month	2024	2023	Month % Change	Year to Date % Change
February	$ 1,217,975.92	$ 1,176,714.85	3.51%	**3.51%**
March	1,084,796.78	1,106,217.65	-1.94%	**0.87%**
April	1,294,733.69	1,302,675.06	-0.61%	**0.33%**
May	1,200,917.05	1,152,203.51	4.23%	**1.28%**
June	1,405,364.33	1,345,976.44	4.41%	**1.97%**
July	1,452,413.36	1,446,882.67	0.38%	**1.67%**
August	1,349,030.87	1,333,600.69	1.16%	**1.59%**
September	1,484,281.75	1,297,429.18	14.40%	**3.23%**
October	1,432,057.28	1,472,397.92	-2.74%	**2.47%**
November	1,298,688.00	1,218,990.66	6.54%	**2.86%**
December	1,234,060.09	1,206,166.56	2.31%	**2.81%**
January	1,705,123.88	1,719,917.08	-0.86%	**2.41%**
TOTAL	$ 16,159,443.00	$ 15,779,172.27	2.41%	**2.41%**



City of Rifle
Investment Portfolio Report @ 12/31/2024

Investment Type	CUSIP	Holding Institution	CRA Rating	Book Value/Cost Basis	Market Value	% of total Portfolio	Annual Percentage Yield (APY)	Maturity date	Maturity < 1 Year	Maturity > 1 Year	Month to Date Earnings	Year to Date Earnings	Unrealized Gain (Loss)
U. S. Agency Bonds													
Federal Home Loan	3134GXW67	Charles Schwab	AA+	4,500,000.00	4,495,153.50	7.90%	4.35731%	9/19/2025	4,495,153.50	-	-	195,750.00	(4,846.50)
Federal Home Loan Bank Bond	3130AT7K7	Charles Schwab	AA+	1,895,000.00	1,892,411.43	3.33%	4.30853%	9/30/2025	1,892,411.43	-	-	81,485.00	(2,588.57)
Total U. S. Agency Bonds				$ 6,395,000.00	$ 6,387,564.93	11.23%			$ 6,387,564.93	$ -	$ -	$ 277,235.00	$ (7,435.07)
U. S. Treasury Securities													
U. S. Treasury Note	912828YY0	Charles Schwab	AA+	$ -	$ -	0.00%	1.76294%	12/31/2024	$ -	$ -	$ 18,331.25	$ 54,993.75	$ -
U. S. Treasury Note	912797KJ5	Charles Schwab	AA+	$ 2,860,000.00	$ 2,834,368.68	4.98%		3/20/2025	$ 2,860,000.00	$ -	$ -	$ -	$ (25,631.32)
Total U. S. Treasury Securities				$ 2,860,000.00	$ 2,834,368.68	4.98%			$ 2,860,000.00	$ -	$ 18,331.25	$ 54,993.75	$ (25,631.32)
Certificates of Deposit (CD)													
Certificate of Deposit		ANB		$ 216,395.54	$ 216,395.54	0.38%	345.00000%	12/11/2025	$ 216,395.54		$ -	$ 8,466.55	$ -
Certificate of Deposit		Bank of Colorado		780,529.80	780,529.80	1.37%	1.99000%	1/14/2026	780,529.80		2,136.72	13,041.12	-
Total CD				$ 996,925.34	$ 996,925.34	1.75%			$ 996,925.34	$ -	$ 2,136.72	$ 21,507.67	$ -
Money Market Funds (MMF)/Liquid Cash													
Public Fund Money Market		Alpine		$ 12,249,935.17	$ 12,249,935.17	21.53%	4.75000%	*n/a*			$ 45,679.58	$ 451,564.05	$ -
Public Fund Money Market		Charles Schwab		4,143,332.90	4,143,332.90	7.28%	0.05000%	*n/a*			1.65	16,058.90	-
Public Fund Money Market		ANB		1,663,690.03	1,663,690.03	2.92%	1.84000%	*n/a*			2,655.83	32,750.08	-
Public Fund Money Market		Bank of Colorado		280,590.88	280,590.88	0.49%	0.60000%	*n/a*			147.52	1,691.85	-
Total Money Market Accounts				$ 18,337,548.98	$ 18,337,548.98	32.23%			$ -	$ -	$ 48,484.58	$ 502,064.88	$ -
Local Government Investment Pool (LGIP)													
ColoTrust Prime		ColoTrust	AAAm[1]	$ 6,289,322.27	$ 6,289,322.27	11.06%	4.36140%	*n/a*			$ 21,521.65	$ 183,547.54	$ -
ColoTrust Edge LT		ColoTrust	AAAm[1]	6,749,010.57	6,749,010.57	11.86%	4.85330%	*n/a*			27,626.09	346,645.76	-
ColoTrust Edge ARPA		ColoTrust	AAAm[1]	-	-	0.00%	4.85330%	*n/a*			1,826.15	131,695.29	-
CSAFE-General		CSAFE	AAAmmf[2]	2,943,712.89	2,943,712.89	5.17%	4.65000%	*n/a*			11,596.16	150,066.59	-
CSAFE-CORE LT		CSAFE	AAAmmf[2]	12,350,160.48	12,350,160.48	21.71%	4.77000%	*n/a*			49,988.72	642,217.04	-
													-
Total Local Government Investment Pool				$ 28,332,206.21	$ 28,332,206.21	49.80%			$ -	$ -	$ 112,558.77	$ 1,454,172.22	$ -
Total All Accounts				**$ 56,921,680.53**	**$ 56,888,614.14**	**100.00%**			**$ 10,244,490.27**	**$ -**	**$ 181,511.32**	**$ 2,309,973.52**	**$ (33,066.39)**

Note - [1] S&P Global Rating of Principal Stability Fund Rating (PSFR)- AAAm = Extremely Strong capacity to maintain principal stability and limit exposure to losses & credit risk

Note - [2] Fitch Rating of Money Market Fund (MMF) - AAAmmf = Extremely Strong capacity to maintain principal stability and limit exposure to losses & credit risk

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #b.

Agenda Item Name:
Special Event Traffic Control Discussion

Presenter:
Austin Rickstrew, Parks & Recreation Director

Item Description:
Staff is exploring the option of providing traffic control for special events.

Recommended Action:
Discussion Only.

Fiscal Impact:
The city would need to purchase more traffic control devices and would require more staff time if we decide to move forward.

Operational Impact:
Providing traffic control for special events impacts operations by requiring more staff time, signage costs, and coordination.

Prior Board Motions:
N/A

Background Information:
Since a local traffic control company shut down, staff has considered handling traffic control for special events in-house. This idea stems from the need to ensure safety, manage congestion, and provide reliable event access without relying on external vendors. Previously, the city or event organizers could contract professional traffic management services, but with limited options now available, staff is exploring whether internal resources can fill this gap.

Executive Summary:
N/A

Notification Requirements:
No addtional notice required.

Prepared By:
Austin Rickstrew, Parks & Recreation Director

Attachments:

None

Agenda Item #c.

Agenda Item Name:
Parks and Facilities Naming Policy Discussion

Presenter:
Austin Rickstrew, Parks & Recreation Director

Item Description:
Discussion related to policy development and implementation for the naming of parks and facilities.

Recommended Action:
Discussion only.

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
At the November 11, 2019, Regular City Council meeting, a moratorium on facility naming was voted on until a policy was created.

Background Information:
At the November 11, 2024, City Council meeting, a moratorium was placed on naming city-owned parks and facilities. This decision allowed time to establish a clear and consistent policy for evaluating future naming requests. Developing a formal naming policy will help ensure that all naming decisions align with the city's values, reflect community input, and maintain fairness and transparency. A well-defined policy will also provide criteria for evaluating naming requests, including considerations for historical significance, financial contributions, and community impact. By implementing this policy, the city aims to create a standardized framework for naming parks and facilities, ensuring consistency while honoring individuals, organizations, or sponsors meaningfully and appropriately.

Executive Summary:
City staff is developing a Parks and Facilities Naming Policy to establish a consistent and transparent process for evaluating naming requests. This policy is intended to provide clear guidelines for naming or renaming city-owned parks, recreational facilities, and other public spaces while ensuring alignment with community values, historical significance, and long-term sustainability. Staff is seeking direction from City Council on this draft policy to ensure it reflects the city's priorities and provides a fair and effective approach to future naming requests. Council's feedback will help refine the policy before it is finalized and implemented.

Notification Requirements:
N/A

Prepared By:
Austin Rickstrew, Parks & Recreation Director

Attachments:
1. 20250319-City of Rifle Parks and Facilities Naming Policy - DRAFT

City of Rifle Parks and Facilities Naming Policy

Purpose: The purpose of this policy is to establish a clear and consistent process for the naming and renaming of parks, recreational areas, and facilities in the City of Rifle. This policy ensures that names reflect the history, culture, and values of the community while encouraging public participation.

Scope: This policy applies to all existing and future parks, recreation facilities, open spaces, and natural areas under the management of the City of Rifle Parks and Recreation Department.

Naming Criteria: Names for parks and facilities should meet one or more of the following criteria:

1. **Historical or Cultural Significance:** Commemorates a significant historical event, person, group, or organization that has shaped the City of Rifle or the surrounding region.
2. **Geographical or Natural Features:** Reflects local landmarks, terrain, flora, fauna, or other relevant natural characteristics.
3. **Community Contribution:** Recognizes individuals, families, or organizations that have made significant and lasting contributions to the City of Rifle's parks, recreation, or environmental conservation efforts.
4. **Traditional or Commonly Recognized Names:** Incorporates names widely used by the community to describe a particular site.
5. **Donor Recognition:** Acknowledges substantial contributions of land, funding, or resources by individuals, families, businesses, or organizations.

Exclusions: The following types of names shall generally be avoided:

- Names of current City employees or elected officials.
- Names of individuals or organizations with political, religious, or controversial affiliations.
- Names that could cause confusion with existing parks, facilities, roads, or public spaces.
- Names of non-native or invasive species.

Naming Process:

1. **Public Engagement:** The Parks and Recreation Department will solicit name suggestions from residents, community groups, and stakeholders.
2. **Review & Recommendations:** Staff will review all submissions for compliance with this policy and present a shortlist of eligible names to the Parks and Recreation Advisory Board.
3. **Parks and Recreation Advisory Board Selection:** The Parks and Recreation Advisory Board will discuss the proposed names and make a recommendation to the City Council.
4. **City Council Approval:** The City Council will make the final decision and approve the name via resolution.

Renaming Process:

- Requests for renaming an existing park or facility must be submitted in writing, outlining the justification for the change.
- The Parks and Recreation Advisory Board will review the request, engage the public if necessary, and provide a recommendation to the City Council.
- The City Council will make the final determination.
- Renaming will be considered only in exceptional circumstances, such as a major donation, historical discovery, or significant community-driven initiative.

Memorial Plaques and Benches: The City of Rifle offers opportunities for individuals, families, and organizations to honor loved ones through the installation of memorial plaques and benches in parks and recreational areas.

- Memorial plaques and benches must align with the overall aesthetic and maintenance standards of the Parks and Recreation Department.
- Requests must be submitted in writing, including the proposed inscription and preferred location.
- The Parks and Recreation Advisory Board will review and approve requests based on site availability and compliance with city guidelines.
- The donor is responsible for costs associated with the plaque or bench, including installation and long-term maintenance.

- The City reserves the right to relocate or remove memorials if necessary due to park redevelopment or maintenance considerations.

Financial Contributions and Recognition Plaques: The City of Rifle provides opportunities for individuals, businesses, and organizations to make financial contributions toward park and facility improvements, with recognition through plaques or other acknowledgments.

- Donations may support new park developments, facility upgrades, landscape enhancements, or recreational programs.
- Contributors may be recognized with plaques placed at designated locations within the funded park or facility.
- Requests for recognition must be submitted in writing, detailing the intended contribution and proposed inscription.
- The Parks and Recreation Advisory Board will review and approve contributions and plaque placement in accordance with city guidelines.
- The City reserves the right to adjust plaque design, placement, or relocation as needed to maintain aesthetic and operational standards.

Implementation:

- Once approved, the new name will be reflected in official maps, signage, and communications.
- City staff will ensure that naming aligns with wayfinding, branding, and community identity efforts.

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #5.a.

Agenda Item Name:
Consider Minutes of the March 5, 2025 Regular Meeting

Presenter:
Alexis Ramirez, City Clerk

Item Description:
Consider Minutes of the March 5, 2025 Regular Meeting

Recommended Action:
Move to approve the minutes of the March 5, 2025, 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 March 5, 2025, Regular Meeting

Notification Requirements:
N/A

Prepared By:
Angeliqua York, Executive Assistant

Attachments:
1. 03.05.2025 DRAFT Minutes

RIFLE CITY COUNCIL

REGULAR MEETING

March 5, 2025
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 Joe Carpenter, Councilor Clint Hostettler, Councilor Alicia Gresley, Councilor Michael Clancy, Councilor Chris Bornholdt, Councilor Karen Roberts, and Mayor Sean Strode.

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

Others Present:
City Manager Patrick Waller, City Clerk Alexis Ramirez, City Attorney Jim Neu, Parks & Recreation Director Austin Rickstrew, Procurement & Grant Reporting Manager Iris Trevisano, Community TV/Multimedia Manager Michael Churchill, Chief of Police Debra Funston, Planning Director Zach Higgins, Main Street Manger Kim Burner, Civil Engineer Craig Spaulding, Utilities Director Jared Emmert, and Deb Grizzle.

PUBLIC COMMENT
Public comment was heard from Deb Grizzle.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

A. Consider Minutes of the February 19, 2025 Regular Meeting
B. Consider Liquor License Renewal for Tapatios 2, LLC dba Tapatios
C. Consider Liquor License Renewal for Thai Chili Bistro, Inc dba Thai Chili Bistro
D. Consider Liquor License Renewal for Ruedi Creek Enterprises, Inc dba Sammy's
E. Consider Liquor License Renewal for Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa
F. Consider Amendment to the Rifle Municipal Code Regarding Applicant Submittal Requirements to the Planning Department - Ordinance No. 4 Series of 2025 - 2nd Reading
G. Consider Approving the Sale of City Property Formally Occupied by the Graham Mesa Water Plant at 1500 Dogwood Drive - Ordinance No. 5 Series of 2025 - 2nd Reading

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

REGULAR AGENDA

Consider Awarding Contract to CKC Operations, LLC for the 2025 Crack Sealing

Civil Engineer Craig Spaulding presented a request to consider awarding contract to CKC Operations, LLC for the 2025 crack sealing. Beginning in 2019, the Public Works & Engineering Departments have received annual surveys to measure the condition and remaining service life of roads in Rifle. Crack sealing has been incorporated into a Street Maintenance and Capital Plan. A critical part of the maintenance plan is the understanding that as roads age, the costs of repairs increase. The crack sealing operations that began in 2020 are vital to maintaining Rifle's streets. Bids for the 2025 crack sealing were posted publicly. Two qualified bids were received and CKC Operations, LLC was the lowest. This item is significantly under budget. $150,000 was budgeted for crack sealing in 2025. Staff recommends moving forward with awarding contract to CKC Operations, LLC for the 2025 crack sealing in the amount of $48,498.82.

Civil Engineer Craig Spaulding answered questions for Council.

Councilor Clint Hostettler moved to award the 2025 Crack Sealing contract to CKC Operations, LLC in the amount of $48,498.82; seconded by Alicia Gresley.
Roll Call: Yes - Chris Bornholdt, Alicia Gresley, Michael Clancy, Karen Roberts, Joe Carpenter, Clint Hostettler, and Sean Strode.
No – None.

Consider Awarding Bid to Martinez Western Constructors for the Construction Services for 5th Street and Ute Avenue Improvements

Civil Engineer Craig Spaulding presented a request to consider awarding bid to Martinez Western Constructors for the construction services for 5^{th} Street and Ute Avenue Improvements. This project replaces the water line from Clarkson Avenue to Aspen Avenue on 5th Street, as well as the water line on Ute Avenue between 5^{th} Street and 3^{rd} Street. There will be new sewer lines installed south of Jarrad Avenue, new sewer manholes on 5th Street at two locations, and a new sidewalk and roadway. The project has received $200,000.00 from the Department of Local Affairs Energy Impact Assistance Fund and $450,000.00 from the Garfield County Federal Mineral Lease District. This is a highly necessary project and has received a competitive bid from a qualified contractor. It is recommended that Martinez Western Contractors receive the award for the 5th Street and Ute Improvements in the amount of $1,781,050.00, which was the lowest bid received. While the low bid for the project came in slightly higher than was budgeted, the overall Street, Water, and Sewer Budgets are still within budget for 2025. Because of some extra work applying for grants it is likely that the net number for the overall water fund will be better than projected. Staff recommends awarding bid to Martinez Western Constructors for construction services for 5^{th} Street and Ute Avenue Improvements.

Civil Engineer Craig Spaulding answered questions for Council.

Councilor Alicia Gresley moved to award bid to Martinez Western Constructors for the construction services associated with the Ute and 5^{th} Street improvements in the amount not to exceed $1,781,050.00; seconded by Councilor Karen Roberts.
Roll Call: Yes - Clint Hostettler, Joe Carpenter, Michael Clancy, Karen Roberts, Alicia Gresley, and Sean Strode.
No – Chris Bornholdt.

Consider Funding of Special Event Grant Requests as Recommended by the GRIT Advisory Board
Main Street Manager Kim Burner presented a request to consider funding of special event grant requests as recommended by the Greater Rifle Improvement Team Advisory Board. There are two grant cycles each year for funding special events within the City of Rifle. The cycles are in January and June of each year. Applicants are required to present to the Greater Rifle Improvement Team Advisory Board in those months. The Greater Rifle Improvement Team Advisory Board received three special event grant applications by the December 31, 2024 deadline. Applications were submitted by Bookcliffs Arts Center, Middle Colorado Watershed Council, and the Summer Baseball Series, totaling $9,250. These applications meet all the requirements and qualifications set by the application. These funds are budgeted in the 2025 budget under the Visitor Improvement Fund. All three of the requests were approved for funding in 2024 at the same amount requested this year. Staff recommends the funding of special event grant requests, as recommended by the Greater Rifle Improvement Team Advisory Board.

Main Street Manager Kim Burner answered questions for Council.

Councilor Clint Hostettler moved to approve the funding of special event grant requests as recommended by the Greater Rifle Improvement Team Advisory Board in the amount of $9,250.00; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Clint Hostettler, Joe Carpenter, Michael Clancy, Alicia Gresley, Chris Bornholdt, Karen Roberts, and Sean Strode.
No – None.

Consider Purchase of Two Ford Vehicles for the Water Department
Utilities Director Jared Emmert and Procurement and Grant Reporting Manager Iris Trevisano presented a request to consider the purchase of two Ford vehicles for the Water Department. The Water Department is overdue to retire two vehicles that are no longer economical to maintain. The current meter reader truck and work truck are both old and have high mileage, making them due for replacement. The Water Department has secured two vehicles from Phil Long Ford of Denver to support operations, which are a 2024 Ford Escape Active AWD for $28,000 and a 2022 Ford F-350 4X4 Crew Cab for $82,776.19. The total purchase cost for both vehicles, including all upfitting, is $111,471.19. After thorough evaluation, staff recommends approval of these two purchases. The Water Plant has budgeted for two fleet vehicle replacements in 2025: a meter-reader vehicle replacement for $45,000 and a work truck for $65,000 for a total of $110,000. This purchase is over budget by $1,471.19 due to the extra cost of having the 2022 Ford F-350 4X4 Crew Cab bed sprayed with Line-X, Spray-in bedliner, and additional equipment.

Utilities Director Jared Emmert and Procurement and Grant Reporting Manager Iris Trevisano answered questions for Council.

Councilor Alicia Gresley moved to approve the purchase of an F-350 4X4 Service Truck and a 2024 Ford Escape Active for the Water Plant from Phil Long Ford of Denver in the amount of $111,471.19; seconded by Councilor Clint Hostettler.
Roll Call: Yes - Karen Roberts, Chris Bornholdt, Clint Hostettler, Joe Carpenter, Alicia Gresley, Michael Clancy, and Sean Strode.
No – None.

Consider Purchase of F-150 4X4 SuperCrew XL for Wastewater
Utilities Director Jared Emmert and Procurement and Grant Reporting Manager Iris Trevisano presented a request to consider the purchase of a Ford F-150 4X4 SuperCrew XL for the Wastewater Department. The Wastewater Plant is overdue to retire their 2006 Ford Ranger that is no longer economical to maintain due to high repair costs. As a replacement, a 2024 F-150 4x4 SuperCrew XL has been secured through Phil Long Ford of Denver in the amount of $50,000, plus a LINE-X spray-in bedliner for $695, bringing the total cost to $50,695. The truck is available for immediate delivery upon approval. After thorough evaluation, staff recommends proceeding with the purchase through Phil Long Ford of Denver. A light duty truck was included in the 2025 Budget in the amount of $50,000. With the addition of the spray-in bedliner, this purchase is $695 over budget.

Utilities Director Jared Emmert and Procurement and Grant Reporting Manager Iris Trevisano answered questions for Council.

Councilor Alicia Gresley moved to approve the purchase of the 2024 F-150 4X4 SuperCrew XL Truck and Line-X Spray-In Bedliner for $50,695 from Phil Long Ford of Denver; seconded by Councilor Michael Clancy.
Roll Call: Yes - Chris Bornholdt, Karen Roberts, Joe Carpenter, Michael Clancy, Clint Hostettler, Alicia Gresley, and Sean Strode.
No – None.

Consider Purchase of Three Upfit Packages for New Police Interceptor Patrol Vehicles
Chief of Police Debra Funston and Procurement and Grant Reporting Manager Iris Trevisano presented a request to consider the purchase of three upfit packages for the three new police interceptor patrol vehicles through GreyCo Customs. The 2025 Budget included $229,000 for the purchase of three patrol vehicles and their upfits. At the February 19, 2025 City Council Meeting, the purchase of three patrol vehicles was approved in the amount of $151,752. These specialized law enforcement vehicles require upfitting for lighting and equipment. The upfitting costs are quoted at $24,802.19 for each of the two "67H – Ready for the Road" packages and $27,149.64 for the base model, totaling $76,754.02. These prices are consistent with those received by surrounding agencies. After purchasing the vehicles, $77,248 remains in the budget, which can be used to cover the upfit costs. Staff recommends the purchase of three upfit packages for the three new police interceptor vehicles.

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

Councilor Clint Hostettler moved to approve the purchase of three upfit packages for three new police interceptor patrol vehicles from GreyCo Customs in the amount of $76,754.02; seconded by Councilor Chris Bornholdt.
Roll Call: Yes - Chris Bornholdt, Joe Carpenter, Karen Roberts, Michael Clancy, Alicia Gresley, Clint Hostettler, and Sean Strode.
No – None.

Consider Purchase of Ford 2025 Ranger 4x4 Crew Cab XL for Parks and Recreation
Parks and Recreation Director Austin Rickstrew and Grant Reporting Manager Iris Trevisano presented a request to consider the purchase of a 2025 Ford Ranger 4X4 Crew Cab XL for the Parks and Recreation Department. The Parks and Recreation Department is requesting to replace one of its aging vehicles, which will be assigned to an employee for daily operational use. A

2025 Ford Ranger Truck XL 4X4 has been sourced through Phil Long Ford of Denver. The Parks and Recreation Department has budgeted for a vehicle replacement to modernize its fleet and enhance operational efficiency. The selected vehicle meets off-road towing requirements and will include a durable LINE-X spray-in bedliner. Delivery is expected in March. Staff recommends the purchase of a 2025 Ford Ranger 4x4 Crew Cab XL from Phil Long Ford of Denver for a total cost of $38,150.60. Parks and Recreation included $42,000 in the 2025 Budget for the purchase of a Ford Ranger. This purchase is under budget.

Parks and Recreation Director Austin Rickstrew and Procurement and Grant Reporting Manager Iris Trevisano answered questions for Council.

Councilor Alicia Gresley moved to approve the purchase of a 2025 Ford Ranger 4X4 Crew Cab XL Truck for $38,105.60 from Phil Long Ford of Denver; seconded by Councilor Karen Roberts.
Roll Call: Yes - Chris Bornholdt, Alicia Gresley, Michael Clancy, Karen Roberts, Joe Carpenter, Clint Hostettler, and Sean Strode.
No – None.

Consider Updating the Open Records Act Policy - Resolution No. 3, Series of 2025
City Clerk Alexis Ramirez presented a request to consider updating the City of Rifle Open Records Act Policy – Resolution No. 3, Series of 2025. The Colorado Open Records Act is a state law that allows the public to access most public records from state and local governments. Colorado Law requires adjustment to the Colorado Open Records Act maximum hourly fee every five years. The maximum hourly fee last increased from $30.00 to $33.58 on July 1, 2019. The Colorado General Assembly increased fees on July 1, 2024, to a maximum hourly fee of $41.37. This fee is due to the time staff spends in locating, reviewing, redacting, and providing records, while adhering to legal requirements. Neighboring cities have already raised their fees, and this adjustment will help ensure our rates remain aligned with other municipalities. The updated policy now includes detailed procedures for requesting all public records, including criminal records managed by the Records and Evidence Department, clarification on specific requests, response times and deadlines, fees associated with requests, payment information, and the ADA Accessibility statement. Staff recommends raising the research and retrieval fee from $33.58 to a flat rate of $41.00 per hour, in addition to the rest of the fees detailed in the updated policy, to ensure a consistent rate distribution with the Police Department and surrounding cities. Government entities must revise and publish their Colorado Open Records Act policies to include the new fee before increasing fees. Notice will be posted on City of Rifle’s website in advance for 30 days. Fees will be in effect as of April 1st, 2025.

City Clerk Alexis Ramirez answered questions for Council.

Councilor Clint Hostettler moved to approve Resolution No. 3, Series of 2025 to update the City of Rifle Open Records Act Policy; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Alicia Gresley, Chris Bornholdt, Michael Clancy, Joe Carpenter, Karen Roberts, Clint Hostettler, and Sean Strode.
No – None.

Report to City Manager
Reports were heard from City Manager Patrick Waller and City Attorney Jim Neu.

Comments from Mayor and Council
Comments were heard from Councilor Alicia Gresley, Councilor Clint Hostettler, and Mayor Sean Strode

Adjournment
Meeting adjourned at 8:10 p.m.

Alexis Ramirez	Sean Strode
City Clerk	Mayor

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #5.b.

Agenda Item Name:
Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Presenter:
Alexis Ramirez, City Clerk

Item Description:
Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Recommended Action:
Move to approve the Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
Brenden Theatre Corporation dba Brenden Rifle 7 Theatres located at 250 West 2nd Street, Rifle, CO has submitted an Entertainment Liquor License Renewal Application.
The application is complete, and the appropriate fees have been paid.

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Angeliqua York, Executive Assistant

Attachments:
1. REDACTED - Liquor License Renewal - Brenden Theatres

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	$ 250
Renewal Fee	500
Storage Permit $100 X ______	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X ______	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 750

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

RECEIVED
MAR 04 2025
City Clerk
City of Rifle

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☐ Paid by check
☒ Paid online

Uploaded to MoveIt on Date:

Licensee Name: Brenden Theatre Corporation

Doing Business As Name (DBA): Brenden Rifle 7 Theatres

Liquor License Number:

License Type: Entertainment

Sales Tax License Number:

Expiration Date: 3/25/25

Due Date:

Business Address

Street Address: 250 West 2nd Street

Phone Number: 702-507-1523

City: Rifle

State: CO

ZIP Code: 81650

Mailing Address

Street Address: 4321 W Flamingo Rd

City: Las Vegas

State: NV

ZIP Code: 89103

Email: jcoulter@brendencorp.com

Operating Manager	Date of Birth
Robert Lytle	

Home Address

Street Address	Phone Number

City	State	ZIP Code

1. Do you have legal possession of the premises at the street address?................ ○ Yes ○ No

   Are the premises owned or rented? ◉ Owned ○ Rented*

   *If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.. ○ Yes ◉ No

   If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?.. ○ Yes ◉ No

   (**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

   If selecting 'Yes', an additional $11.00 is required to renew the permit.

   If so, which are you renewing?....... ○ Delivery ○ Takeout ○ Both Takeout and Delivery

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.................... ○ Yes ◉ No

   If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ○ Yes ◉ No

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Jay Jay Coulter

Title

Vice President

Signature

Jay Jay Coulter

Date (MM/DD/YY)

02/27/25

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Jay Jay Coulter

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Brenden Theatre Corporation

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Brenden Theatre Corporation

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
		702-507-1523

Street Address

City	State	ZIP Code

Printed name of person signing on behalf of the Applicant/Licensee

Jay Jay Coulter

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date Signed
Jay Jay Coulter	2/28/25

Privacy Act Statement

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #5.c.

Agenda Item Name:
Consider Liquor License Renewal for Rifle Tequila's Inc., dba Tequila's

Presenter:
Alexis Ramirez, City Clerk

Item Description:
Consider Liquor License Renewal for Rifle Tequila's Inc., dba Tequila's

Recommended Action:
Move to approve the Liquor License Renewal for Rifle Tequila's Inc., dba Tequila's

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
Rifle Tequila's Inc., dba Tequila's located at 800 Aiport Rd., Suite 3 Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.
The application is complete, and the appropriate fees have been paid.

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Angeliqua York, Executive Assistant

Attachments:
1. REDACTED - Liquor License Renewal - Tequila's

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	$ 250
Renewal Fee	500.00
Storage Permit $100 X ______	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X ______	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 750.00

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

RECEIVED
MAR 07 2025
City Clerk
City of Rifle

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

- [x] Paid by check
- [ ] Paid online

Uploaded to MoveIt on Date:

Licensee Name: Rifle Tequila's, Inc.

Doing Business As Name (DBA): Tequila's

Liquor License Number:

License Type: Hotel + Restaurant

Sales Tax License Number:

Expiration Date: May 17, 2025

Due Date:

Business Address

Street Address: 800 Airport Rd.

Phone Number: (970) 665-9082

City: Rifle

State: CO

ZIP Code: 81650

Mailing Address

Street Address: 800 Airport Rd. Suite 3

City: Rifle

State: CO

ZIP Code: 81650

Email: tequilasrifle9082@hotmail.com

Operating Manager: Pedro Gomez

Date of Birth:

Home Address

Street Address:

Phone Number:

City:

State:

ZIP Code:

1. Do you have legal possession of the premises at the street address? .... (X) Yes ◯ No

Are the premises owned or rented? (X) Owned ◯ Rented*

*If rented, expiration date of lease:

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? .... ◯ Yes (X) No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? .... ◯ Yes (X) No

(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional $11.00 is required to renew the permit.

If so, which are you renewing? .... ◯ Delivery ◯ Takeout ◯ Both Takeout and Delivery

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? .... ◯ Yes (X) No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business: Pedro Gomez

Title: Manager

Signature: Pedro Gomez

Date (MM/DD/YY): 03-07-2025

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For:

Title:

Attest:

Signature:

Date (MM/DD/YY):

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Pedro Gomez

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Rifle Tequila's Inc. dba Tequila's

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Rifle Tequila's Inc. dba Tequila's

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

(970)665-9082

Street Address

800 Airport Rd. Suite 3

City

Rifle

State

CO

ZIP Code

81650

Printed name of person signing on behalf of the Applicant/Licensee

Pedro Gomez

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Pedro Gomez

Date Signed

03-07-2025

Privacy Act Statement

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

Agenda Item #5.d.

Agenda Item Name:
Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

Presenter:
Alexis Ramirez, City Clerk

Item Description:
Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

Recommended Action:
Move to approve the Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

Fiscal Impact:

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
Western Slope Investments dba Wing Nutz Bar and Grill located at 2178 Railroad Ave, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.
The application is complete, and the appropriate fees have been paid.

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Angeliqua York, Executive Assistant

Attachments:
1. REDACTED - Liquor License Renewal - Wingnutz

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

WING NUTZ BAR AND GRILL
PO BOX 586
New Castle CO 81647

RECEIVED
MAR 03 2025
City Clerk
City of Rifle

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	750.00
Storage Permit $100 X ______	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X ______	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

[X] Paid by check
[ ] Paid Online

Uploaded to MoveIt on Date:

Licensee Name: WESTERN SLOPE INVESTMENTS

Doing Business As Name (DBA): WING NUTZ BAR AND GRILL

Liquor License Number	License Type
	Hotel & Restaurant (city)

Sales Tax License Number	Expiration Date	Due Date
	04/11/2025	02/25/2025

Business Address

Street Address	Phone Number
2178 RAILROAD AVE	~~9709840193~~ (970)984-0213

City, State, ZIP Code: Rifle CO 81650

Mailing Address

Street Address: PO BOX 586

City, State, ZIP Code: New Castle CO 81647

Email: shazelton1@hotmail.com

Operating Manager	Date of Birth
Grady Hazelton	

Home Address

Street Address	Phone Number

City	State	ZIP Code

1. Do you have legal possession of the premises at the street address? ☒ Yes ○ No

Are the premises owned or rented? ☒ Owned ○ Rented*

*If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ○ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ○ Yes ☒ No

(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional $11.00 is required to renew the permit.

If so, which are you renewing? ○ Delivery ○ Takeout ○ Both Takeout and Delivery

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ○ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Grady Hazelton

Title

Owner

Signature

Date (MM/DD/YY)

03-03-25

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Grady Hazelton

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Western Slope Investments Corp.

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

(This page intentionally left blank)

Name (Individual/Business)

Western Slope Investments

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

Street Address

City

State

ZIP Code

Printed name of person signing on behalf of the Applicant/Licensee

Grady Hazelton

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

03-03-25

Privacy Act Statement

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #5.e.

Agenda Item Name:
Consider Conveyance of Cemetery Space

Presenter:
Austin Rickstrew, Parks & Recreation Director

Item Description:
Ms. Pamela Martin would like to return a plot to the City of Rifle for the originally paid amount. The cemetery always needs more plots. We recommend repurchasing this space from the owner at the original purchase price of $1,600.00.

Recommended Action:
Move to approve the purchase of cemetery plot, for a total amount of $1,600.00.

Fiscal Impact:
None

Operational Impact:
None

Prior Board Motions:
None

Background Information:
Code allows purchase back of grave spaces at original purchase price.

Executive Summary:
Recommend buy back of this space to increase the availability of grave spaces in Rose Hill Cemetery.

Notification Requirements:
None

Prepared By:
Austin Rickstrew, Parks & Recreation Director

Attachments:
1. Deed of Conveyance - Pamela Martin
2. 2025.03.13 Cemetery Buy-Back

ROSE HILL CEMETERY
DEED OF CONVEYANCE

I, Pamela Martin, whose address is 11744 CR 320, Rifle, CO 81650, for the consideration of $1600.00 hereby transfers, sells and conveys to:

CITY OF RIFLE

Whose address is 202 Railroad Av, Rifle, CO 81650, Space(s) D-002-2300, in the Rose Hill Cemetery, in the City of Rifle, County of Garfield and State of Colorado, as shown on the official maps and plats thereof, and warrant the title to the same; and also warrants that the space(s) have not been used for the burial of any person.

Signature: Pamela Martin

____

STATE OF COLORADO

COUNTY OF GARFIELD

The foregoing deed was subscribed and sworn to before me this 10 day of MARCH 2025 by PAMELA MARTIN.

Witness my hand and official seal; my commission expires: 2-8-2026

Terri L. Williams
Notary Public

TERRI LYNN WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224005392
MY COMMISSION EXPIRES 02/08/2026

CERTIFICATE OF CONSENT

The consent of the City Council to this transfer was granted and resolution adopted at a regular meeting held on __________________, as required by Section 11-7-60 (11) of the Rifle Municipal Code.

CITY OF RIFLE, COLORADO

(City Seal)

____
City Manager

CERTIFICATE OF RECORDING

This transfer was duly recorded on the records of the Rose Hill Cemetery on

__________________________, 20________

CITY OF RIFLE, COLORADO

(City Seal)

____
City Clerk

Memo

To: Honorable Mayor and Council Members

From: Austin Rickstrew, Parks and Recreation Director

Date: March 13, 2025

Re: Buy-back of Cemetery Plot

Honorable Mayor and Council Members,

I am requesting approval to purchase back the cemetery plot known as D-002-2300, purchased by Pamela Martin on November 27, 2023. The price paid in 2023 was $800 for the plot and $800 for perpetual care, for a total of $1,600.00

Please let me know if you have any further questions.

Respectfully,

Austin

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #5.f.

Agenda Item Name:
Letter of Support for Middle Colorado Watershed Council Grant Request

Presenter:
Patrick Waller, City Manager

Item Description:
Letter of Support

Recommended Action:
Move to approve Letter of Support for Middle Colorado Water Shed Council Grant Reqeust

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
The Middle Colorado Watershed Council is applying for a grant for $10,000 for the Rifle Creek Restoration Project. The grant would help support a planning effort to improve the Rifle Creek watershed. There is no obligation for funding or staff support from the City as part of the request.

Notification Requirements:
No additional notice required.

Prepared By:
Patrick Waller, City Manager

Attachments:
1. City of Rifle - Middle Colorado Water Grant

Aspen Skiing Company Environment Foundation
c/o Aspen Community Foundation
P.O. Box 2044
Aspen, CO 81612

Subject: Letter of Support for Middle Colorado Watershed Council's Rifle Creek Restoration Project

Dear Aspen Skiing Company Environment Foundation Board,

I am writing to offer the City of Rifle's strong support for the Middle Colorado Watershed Council's (MCWC) application for a $10,000 grant to support the Rifle Creek Restoration Project. As a city, Rifle is committed to the sustainable management of our natural resources, and we recognize the critical importance of restoring and maintaining healthy riparian ecosystems both for environmental and economic development purposes.

Rifle Creek is a vital tributary within the Middle Colorado watershed, providing essential habitat while also supporting local agriculture, recreation and the well-being of our community. Unfortunately, degraded streambanks, impaired water quality and habitat fragmentation threaten the long-term health of this ecosystem. The Rifle Creek Restoration Project represents a strategic, science-based effort to improve stream function, stabilize banks, enhance habitat and promote overall watershed resilience.

The City of Rifle has been a longtime supporter and partner of MCWC. Their collaborative, community-driven approach to watershed restoration is essential in obtaining grant funding and partners, and in managing projects. Rifle Creek Restoration aligns seamlessly with the Aspen Skiing Company Environment Foundation's mission to foster environmental stewardship. By investing in this initiative, the Foundation will directly contribute to cleaner water, improved habitat and greater ecological resilience in the region, benefitting both our residents and the broader ecosystem.

We wholeheartedly endorse this funding request and encourage the Aspen Skiing Company Environment Foundation to support this vital restoration effort. Please do not hesitate to reach out if we can provide additional information or assistance.

Sincerely,

Sean Strode
Mayor, City of Rifle

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #7.a.

Agenda Item Name:
Consider Amending Chapter 16 of the Rifle Municipal Code by Enacting Article XVII on Grading and Erosion of Soil from Residential, Commercial, and Industrial Developments - Ordinance No. 6, Series of 2025 - 1st Reading

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
Consider Amending Chapter 16 of the Rifle Municipal Code by enacting a new Article XVII regarding Grading and Erosion of soil from residential, commercial, and industrial developments - Ordinance No. 6, Series of 2025 - 1st Reading

Recommended Action:
Move to approve amendment of Chapter 16 of the Rifle Municipal Code by enacting Article XVII on grading and erosion of soil from residential, commercial, and industrial developments - Ordinance No. 6, Series of 2025 on first reading as presented and order it to be published as required by Charter.

Fiscal Impact:
There are fees associated with the permits in the amount of $250 to cover review and operations with the intent of these permits having no fiscal impact.

Operational Impact:
Review of dust and erosion is an existing staff task but is performed without clear direction for staff and developers. This update will make existing staff tasks more effective and developer expectations more clear.

Prior Board Motions:
This has been recommended for approval by the Planning and Zoning Commission at the regular February 25, 2025 meeting.

Background Information:
The following proposes an ordinance that puts in place a grading permit process as well as erosion and dust control standards.

The erosion and dust control standards will apply to all construction activities regardless of the permit warrants. The grading permit will only be warranted for large projects (>6000sf and/or moving >50 cubic yards)

Erosion Control Standards: The erosion and dust control standards are practical and reasonable. They essentially stop mud from being tracked onto streets or discharged into waterways. This is already an expectation but is not fully codified. Providing this code makes it easier to provide clear guidelines on how erosion and dust control will be measured and achieved.

Grading Permit: The Grading Permit will be for larger projects exceeding 6000 square feet and/or over 50 cubic yards of excavation. This will exceed normal household activities or even single lot construction. The projects that will fall into the threshold for obtaining a grading permit will primarily be subdivisions or large commercial/industrial developments. It is expected that where will be 1-2 projects applying for grading permits annually.

The requirements for a grading permit require plans prepared by an engineer licensed in Colorado as well as a schedule, drainage calculations and an NPDES permit if warranted. The permits are for 1 year with the ability to extend. Utilities are not exempt and therefore installation of utilities outside of Right of Way that may become the City's can be reviewed prior and during installation.

Executive Summary:
Adding erosion and dust control standards provide clear guidelines for City and developers and protect the City from undue nuisances. A grading permit provides a process for developers to begin excavation with proper review that protects the City and developer. It also provides appropriate sureties to ensure the land is restored should the development not complete. It is recommended to adopt this ordinance to have a clear and professional process for grading activities.

Notification Requirements:
Notification requirements have been met.

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:
1. Grading and Erosion - Text Amendment First Reading
2. Public Notice
3. Ordinance No. 6, Series of 2025

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

MEMORANDUM

TO: City of Rifle Council
FROM: Craig Spaulding, City Engineer
DATE: February 25, 2025
SUBJECT: Text Amendment Application 2025-005

Purpose:

The following proposes an ordinance that puts in place a grading permit process as well as erosion and dust control standards.

The erosion and dust control standards will apply to all construction activities regardless of the permit warrants. The grading permit will only be warranted for large projects (>6000sf and/or moving >50 cubic yards).

Summary:

Erosion Control Standards: The erosion and dust control standards are practical and reasonable. They essentially stop mud from being tracked onto streets or discharged into waterways. This is already an expectation but is not fully codified. Providing this code makes it easier to provide clear guidelines on how erosion and dust control will be measured and achieved.

Grading Permit: The Grading Permit will be for larger projects exceeding 6000 square feet and/or over 50 cubic yards of excavation. This will exceed normal household activities or even single lot construction. The projects that will fall into the threshold for obtaining a grading permit will primarily be subdivisions or large commercial/industrial developments. It is expected that where will be 1-2 projects applying for grading permits annually.

The requirements for a grading permit require plans prepared by an engineer licensed in Colorado as well as a schedule, drainage calculations and an NPDES permit if warranted. The permits are for 1 year with the ability to extend. Utilities are not exempt and therefore installation of utilities outside of Right of Way that may become the City's can be reviewed prior and during installation.

Activities that are excluded are:

a. <50 CY
b. <6000 SF, contiguous lots may count
c. Agriculture
d. Utilities and maintenance in ROW-covered w/ROW permit
e. Maintenance and resurfacing of existing roads, trail systems, and railroad beds.

Grading permits are recommended to have a fee equal to a Right of Way permit which is $250. This has been sufficient for covering administration costs.

Conclusion:

Adding erosion and dust control standards provide clear guidelines for City and developers and protect the City from undue nuisances. A grading permit provides a process for developers to begin excavation with proper review that protects the City and developer. It also provides appropriate sureties to ensure the land is restored should the development not complete. It is recommended to adopt this ordinance to have a clear and professional process for grading activities.

Findings

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

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

> ***The proposed language provides the Rifle Municipal Code with additional protections for the City and surrounding property owners from potential damages from unauthorized grading and erosion.***

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;

> ***Not Applicable***

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

> ***The zoning code is enforced Citywide by appropriate application.***

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

> ***Adverse environmental effects are anticipated to be reduced by the proposed additional language.***

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

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

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

> ***Application of the proposed text addition will protect surrounding properties from erosion from unauthorized grading.***

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

> ***Not applicable.***

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

Recommendation

Staff recommends that the Planning and Zoning Commission recommend approval of the proposed text amendment to the Rifle City Council.

Attachment: Draft Grading Permit Ordinance

See Proof on Next Page

Ad #: GDnULEW16H0MHxj2vMSH
Customer: Geir Sverdrup

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

India Johnston, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Rifle Citizen Telegram, that the same weekly newspaper printed, in whole or in part and published in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 insertion; and that the first publication of said notice was in the issue of said newspaper dated 6 Mar 2025 in the issue of said newspaper. That said newspaper was regularly issued and circulated on those dates.

Total cost for publication: $40.92

(Signed) India Johnston

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 03/07/2025

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

You are hereby notified that the Rifle City Council will conduct a Public Hearing to consider the following application. The Public Hearing will be held on March 19, 2025 at 7:00 p.m. in Council Chambers at Rifle City Hall 202 Railroad Avenue.

Applicant/Owner:	City of Rifle/Citywide
Statement of Request:	A request to amend Chapter 16 – adding Article XVIIGrading and Erosion Control imposing restrictions on grading and erosion of soil from residential, commercial and industrial developments in the City of Rifle.
Legal Description:	Citywide
Common Description or Address:	Citywide in all zone districts

For more information, contact Geir Sverdrup, Senior Planner at the Rifle Planning and Development Department at 202 Railroad Ave., Rifle, CO 81650, (970) 665-6497 or gsverdrup@rifleco.org.

PUBLISHED IN THE RIFLE CITIZEN TELEGRAM ON THURSDAY, MARCH 6, 2025.

CITY OF RIFLE, COLORADO
ORDINANCE NO. 6
SERIES OF 2025

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING CHAPTER 16 OF THE RIFLE MUNICIPAL CODE BY ENACTING A NEW ARTICLE XVII REGARDING GRADING AND EROSION OF SOIL FROM RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL DEVELOPMENTS IN THE CITY OF RIFLE.

WHEREAS, the release of soil particulates from the grading and earth-moving practices of residential, commercial and industrial developments in the City of Rifle, if not mitigated, causes a nuisance on the City's streets and negatively impacts the water quality of the City's waterways; and

WHEREAS, grading of soil also increases the rate of runoff from lands to levels that may cause downstream drainage structures to become inadequate and thus increase the potential for flooding conditions beyond those historically observed; and

WHEREAS, grading of soil also negatively impacts air quality and the view corridors in the City of Rifle and may cause harmful erosion; and

WHEREAS, the City Council finds and determines that it would be in the best interests of the citizens of Rifle to prevent harmful and unsightly erosion of soil due to grading and other disturbances related to development in the City of Rifle and wishes to amend the Rifle Municipal Code to implement a grading permit process.

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

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

Section 2. Chapter 16 of the Rifle Municipal Code is hereby amended by enacting a new Article XVII (Grading and Erosion Control) to read as follows:

Article XVII - Grading and Erosion Control

Section 16-17-10. Purpose and applicability.

(a) Purpose. The disturbance of topsoil is a leading cause of the siltation of rivers and other water bodies which impairs water quality, and can cause erosion, impact drainage and affect neighboring property, including City rights-of-ways. The purpose of this section is to minimize the impacts and flooding potential resulting from land development and other activities, to minimize negative impacts of erosion and impairment of water quality, and to minimize adverse impacts to air quality and view corridors.

(b) Grading Permit Required. No person or legal entity shall engage in any grading or construction activities covered by this section without first obtaining a grading permit from the City Engineer or designee. The permit shall be valid for not longer than one year but may be extended for up to six months at the discretion of the City Engineer. For the purposes of this Section, "grading" means the mechanical removal or deposit of any rock or soil, or any combination thereof. Nothing herein shall waive any other requirements imposed by the ordinances of the City. Additional requirements may be imposed in accordance with the subdivision, zoning, PUD, and other regulations adopted by the City, or as may be mutually agreed between the City and the person desiring to conduct grading activities.

(c) Exemptions from the requirement of a permit. The following grading activities:

(1) Minor projects which meet both of the following criteria:

a. Involve the placement or removal of less than fifty (50) cubic yards of earth material. Material removed from a cut and subsequently placed as fill adjacent to the cut shall not be considered separate disturbances for the purpose of determining whether the 50 cubic yards minor project exemption has been exceeded.

b. Involve less than 6000 square feet of graded area.

c. Individual lots in subdivision developments under the same ownership, involving less than ½ acre of graded area, shall not be considered separate projects if they are contiguous. Any series of related projects or connected projects on one site, which together exceed the 6000 square feet limitation or involve the placement or removal of more than 50 cubic yards shall be considered a single project. For example, several 6000 square feet segments which connect to form a road would be considered a single project.

(2) Tillage of agricultural land is exempt from all permit requirements.

(3) Grading for utility installation or maintenance within a City right-of-way.

(4) Maintenance and resurfacing of existing roads, trail systems, and railroad beds.

(5) Performance of emergency work necessary to prevent or mitigate an immediate threat to life, property, or the environment. The person performing such emergency work shall immediately notify the Engineering Department of the emergency and work required. If the emergency work would not otherwise be exempt from a permit, a permit shall be obtained as soon as possible.

(d) Permit Application. The Engineering Department shall provide an application form to obtain a grading permit. Application fees shall be as determined by the City Council and set forth on Appendix A. The applicant shall submit the following information with the grading permit application.

(1) A site plan depicting the following information:

a. Existing Features. Location of all existing and proposed structures and hydrologic features on the site, including intermittent water features, wetlands and the one hundred (100) year flood plain and all drainage structures or natural features on the land adjacent to the site and within a minimum of one hundred (100) feet of the site boundary line. The map must show the location of street gutters, storm sewers, drainage channels, other water conveyance structures, wetlands or other waters receiving storm runoff from the site.

b. Topography. Existing and proposed topography at reasonable contour intervals, to provide necessary detail of the site. Existing and proposed areas of fifteen (15) to thirty (30) percent and greater than thirty percent slope shall be identified. The map should extend a minimum of one hundred (100) feet beyond the property line and show the location of the property line. The map should show elevations, dimensions, location, extent, and slope of all proposed grading including building site and driveway grades and the boundary limits of clearing and grading.

c. Plans. Plans of all drainage features, paved areas, retaining walls, cribbing, planting, temporary or permanent soil erosion control measures, or other features to be constructed in connection with or as part of the proposed development. As applicable, design drawings of sediment controls, temporary diversions, and practices used shall be provided. A brief description, including specifications, shall also be provided of how the site will be stabilized after construction is completed.

d. Storage Areas. The location of storage areas designated for equipment, fuel, lubricants, chemical and waste storage. Details on spill containment structures shall be provided where storage of these materials is planned. The location of soil stockpiles and snow storage areas shall also be shown, along with the location of any temporary roads designed for use during the construction period.

(2) A written statement including the following information:

a. Compliance with Standards. A description of how the applicant intends to minimize adverse impacts of the proposed activities, including impacts to water quality, erosion, and dust. The statement shall specifically address each of the thirteen (13) categories under the erosion and dust control standards set forth in Section 16-18-20. Alternatively, the applicant may submit a written request for approval of the application without regard to the standards if the request is supported by sufficient data and information to ensure compliance with the broad, general goals of this article as reasonably determined by the City Engineer. The alternative procedure shall only be available at the discretion of the City Engineer and is not a matter of right.

b. Construction Schedule. A description of the expected starting and completion dates of the site grading and/or construction, including the installation and removal time periods of erosion and temporary erosion and sediment control measures. All temporary erosion, sediment, and flood control measures shall remain in place until permanent vegetation has matured and final drainage structures are in place.

c. Calculations. Any calculations made for determining rainfall, runoff, sizing any sediment basins, diversions, conveyance or detention/retention facilities.

d. NPDES Permit. Evidence of compliance with state and federal requirements to obtain a National Pollutant Discharge Elimination (NPDES) permit, if required by applicable state or federal law, or a statement that no such permit is required.

(e) Permit Review. The City Engineer shall review the application with reference to the standards set forth below. Within a reasonable time after receipt by the City Engineer, the City Engineer shall either deny the application or approve the application, with or without conditions. The applicant may appeal an unfavorable decision to the City Council, by filing a written notice of appeal with the City Clerk not later than thirty (30) days after the date of the City Engineer's decision. The applicant shall be responsible for all costs associated with the City's review of the application, including fees and fees for legal or other consultants.

(f) Enforcement. Any person who violates the provisions of Article XVIII shall be subject to the penalties set forth in Section 16-1-140. Each day that a violation continues shall be considered a separate violation.

(g) Bond. As part of the permit review process, the City Engineer shall estimate the likely costs of any mitigation efforts required as conditions of the permit, taking into account reasonable estimated costs for revegetation, earthwork, drainage control structures, removal of debris, topsoil placement, and such other costs as the City Engineer may reasonably determine in light of any specific and unusual characteristics concerning the proposed project. If these costs are likely to exceed two thousand five hundred dollars ($2,500.00), then the City may require a bond as a condition of the issuance of the permit in order to secure completion of the mitigation measures. Regardless of the amount of the bond or whether it is required at all, if all such measures are not completed within one month after expiration of the permit, then the City shall have the right to complete the mitigation measures at the applicant's expense. Nothing herein shall in any way limit the City's powers or remedies to enforce this article or any other provisions of the Rifle Municipal Code.

Section 16-17-20. Erosion and dust control standards.

An application for a grading permit shall be reviewed by the City Engineer with reference to the following standards. These standards are intended to provide uniform criteria for the review of grading permit applications but are not intended to preclude other means of complying with the broad general purposes of this article if such alternative means are approved by the City Engineer based on generally accepted practices.

(a) Phased Construction. Construction activities, such as clearing, grading, road construction, and utilities installation shall be phased to minimize soil exposure. Sediment trapping practices, detention, and stream and other water body protection shall be installed and stabilized before site grading or other construction is initiated.

(b) Soil Stabilization. All disturbed areas and soil stockpiles shall be surface furrowed, mulched, or seeded and mulched, or otherwise protected from erosive forces if they will remain exposed and inactive for periods longer than fourteen (14) days, or if soil will be exposed during winter, so erosion will not be occurring during spring snow melt. Disturbed areas shall be mulched, or seeded and mulched within seven days after final grade is reached. Grass or straw mulch shall be crimped in place. On slopes steeper than twenty (20) percent, or within fifty (50) feet of any water body, exposed soils shall be hydromulched or covered with nets or mats.

(c) Permanent Revegetation. Any disturbed area that is not built upon for one year or longer shall be revegetated with a perennial, native grass mix. Within one growing season of project completion, vegetative site coverage shall be equal to or greater than seventy (70) percent of the disturbed areas.

(d) Cut and Fill Slopes. Where cut and fill cannot be avoided, slopes shall be designed for long term stability. Permanent vegetation should be used as the preferred approach to stabilization of cut and fill areas where slopes are less than or equal to a ratio of three to one. On steeper cut and fill slopes, stabilization may be attained by utilizing retaining walls, rock walls, up slope runoff diversions, slope drains or other measures appropriate for the specific situation. Stepped retaining walls shall be positioned such that the width of the step is half the height of the wall. Retaining walls over four feet in height shall be designed by a registered professional engineer of Colorado. Revegetation of the steps is required. In no case shall the soil surface of a cut and fill slope remain exposed without an approved method of soil stabilization.

(e) Construction in or Adjacent to a Water Body. Construction in or directly adjacent to any water body, such as a culvert or bridge installation, shall require bed and bank stabilization. This may include stream isolation through the use of coffer dams, complete containment of the stream in the area of the disturbance, stream crossing structures, or limits on the dates when in-stream work can be performed. Proof of coordination with the Army Corps of Engineers, if otherwise required by law, shall also be submitted with the application.

(f) Channels and Ditches. New or rerouted irrigation ditches, receiving channels and streams shall be protected so that flows from the site do not cause erosion and flooding.

(g) Stormwater Runoff. Stormwater runoff flows shall be managed to minimize erosion and sediment transport. Concentrated flows shall be diverted away from disturbed slopes. The length and steepness of disturbed slopes shall be minimized, or slope drains shall be used.

(h) Sediment and Mud Control. Sediment and mud shall be prevented from leaving the construction site by immediate placement of street base or construction of mud pads in access routes. Adjacent properties shall be protected by using sediment fences, straw bales, and silt traps. Storm sewer inlets shall be protected from entry of sediment-laden water.

(i) Sediment Detention. When the contributing drainage area, including off-site area, is greater than five acres, sediment detention ponds, infiltration devices and other management practices which store or detain runoff shall be used to treat sediment-containing runoff prior to discharge from the construction site. These practices shall be designed to treat the runoff from the two-year, twenty-four (24) hour storm. Sediment detention ponds, when included, shall be designed to achieve ninety (90) percent trap efficiency for all sediments of .005 mm or larger diameter. If the discharge from the pond is passed through a filtration (i.e., a constructed wetland) or infiltration device, the trap efficiency requirements may be reduced. Where the contributing drainage area is less than five acres, a specific engineered design for these sediment trapping facilities shall not be required. Silt traps may be used to detain and treat runoff if the contributing drainage area is less than five acres.

(j) Temporary Sediment Ponds. Temporary sediment ponds that will be removed after successful revegetation of the site shall be designed to safely detain and release all storms up to and including the twenty-five (25) year, twenty-four (24) hour storm at its historic, predevelopment rate of release. Ponds that will be left as permanent facilities shall have a capacity to safely pass the one hundred (100) year flood and meet any dam and diversion requirements of the State Engineer.

(k) Construction De-Watering. All construction de-watering activities shall conform with the state's construction de-watering permit requirements, which include daily monitoring of total suspended solids with a thirty (30) day average concentration of no more than thirty (30) mg/l and a seven day average of no more than forty-five (45) mg/l. Discharges from construction de-watering operations shall be accomplished in a manner that does not cause erosion.

(l) Inspection and Maintenance. The applicant shall inspect all erosion and sediment control devices after any precipitation event during construction and make any necessary repairs immediately thereafter. At a minimum, erosion and sediment control devices shall be inspected monthly. An inspection log shall be kept on-site for review by City officials until the project is complete. A copy of the inspection log sheets shall be delivered to the City at the end of each month during construction.

(m) Dust Control Plan. Control measures or operational procedures shall be implemented to control dust. Such control measures or operational procedures may include, but are not necessarily limited to, planting vegetation cover, providing synthetic cover, watering, chemical stabilization, furrows, compacting, minimizing disturbed area in the winter, wind breaks, road carpeting, paving, suggested speed restrictions on affected roadways, and other methods or techniques approved by the City Engineer.

INTRODUCED, on ________________________, 2025, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on ________________________, 2025, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By ____________________________________
Mayor

ATTEST:

____
City Clerk

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #8.a.

Agenda Item Name:
Consider the Appointment of Lillian Dahlin to the Rifle Housing Authority Board

Presenter:
Patrick Waller, City Manager

Item Description:
Board Appointment

Recommended Action:
Move to approve the appointment of Lillian Dahlin to the Rifle Housing Board

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
Rifle Housing Authority Board members are appointed by Rifle City Council.

Executive Summary:
Lillian Dahlin has applied to be on the Rifle Housing Authority Board. The Housing Authority Board has recommended her approval to City Council.

Notification Requirements:
No additional notice required.

Prepared By:
Patrick Waller, City Manager

Attachments:
1. L Dahlin 2025 RHA Board app

Rifle Housing Authority Board Application 2025

Name: Lillian L. Dahlin
Address: 2999 County Road
City: Rifle Zip: 81650
Phone: 970-625-3215 Cell: 970-625-3215
Email: lillian.l.dahlin@gmail.com

Please answer all questions. Attach additional sheets as necessary.

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

I am interested in serving on the Board of RHA to become part of an organization that provides a much needed service to our community. With my past experience and past involvement with the community I feel I could provide valuable input.

What talents and experience can you bring to the Board?

I have volunteered with the Rifle Area Chamber of Commerce, Rifle Bears Booster Club, Garfield County Library, St. Mary's Church. I also have over 30 years of experience as a banker. I have years of accounting skills. I have always worked well within a group setting.

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

I currently do not have any involvement in Rifle's Housing Authority.

Please return this form and attachments to:
Rifle Housing Authority, 250 Ute Ave Rifle CO 81650
Close March 10, 2025

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #8.b.

Agenda Item Name:
Consider Authorizing the City Manager to Sign the CDOT Bridge Joint Agreement - Resolution No. 7, Series 2025

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
Consider Resolution No. 7, Series 2025 - Resolution to Permit the City Manager to sign CDOT Bridge Joint Agreement

Recommended Action:
Move to approve Resolution No. 7 Series 2025 to allow the City Manager to sign CDOT Bridge Joint Reimbursement Agreement

Fiscal Impact:
This will allow for reimbursement for the bridge joint work previously awarded by council to GA Western.

Operational Impact:
The repair is expected to reduce ongoing maintenance by staff that is not reimbursed.

Prior Board Motions:
The work/expenditure has been approved. This motion will allow agreements for reimbursement/revenue.

Background Information:
The Railroad Avenue Bridge was part of the CDOT devolution that made the surface the responsibility of the City and the bridge remained the responsibility of CDOT. For many years, the City has requested repairs to the bridge joints to allow repairs to the surface. As the joint repairs are deferred, the overlay has been as well. The City has posted and awarded a contract for the overlay and the bridge joint repair. This agreement states that the City will be reimbursed for the bridge joint repairs which are the responsibility of CDOT.

Executive Summary:
The total cost of the bridge joint repair and overlay is $1,116,592. $153,205.00 of that number is for the bridge joint repair which per this agreement will be reimbursed by CDOT to the City. It is in the Cities best interest to pursue this agreement and receive reimbursment.

Notification Requirements:
N/A

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Resolution No. 7-CDOT Bridge Joint Agreement
2. Draft MTCE Rifle 331003574 07Mar2025

CITY OF RIFLE, COLORADO
RESOLUTION NO. 7
SERIES 2025

A RESOLUTION OF THE CITY OF RIFLE, COLORADO APPROVING THE AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE RIFLE I-70 BRIDGE JOINT REPLACEMENT PROJECT.

WHEREAS, the City of Rifle ("City") entered into that certain Intergovernmental Agreement dated December 30, 2014 ("IGA") with the Colorado Department of Transportation ("CDOT") regarding the transfer or devolution of portions of State Highway 13 from CDOT to the City; and

WHEREAS, pursuant to the IGA, the City only obtained rights and obligations to the surface of the bridges over the Colorado River (Structure No. F-05-R) and the bridge over the Union Pacific Railroad Tracks (Structure No. F-05-Q) (collectively the "Bridges") and CDOT retained rights and obligations to the structures of the Bridges; and

WHEREAS, Section 3.c. of the IGA requires the City to submit plans to CDOT and obtain CDOT's written approval for roadway improvements prior to making any changes that may impact the structures of the Bridges; and

WHEREAS, the City desires to resurface the Bridges, and for efficiencies replace the Bridge Joints (the "Project"), which bridge joints are CDOT's obligations but for which CDOT is willing to reimburse the City in the amount of $153,205; and

WHEREAS, the City Council desires to approve the Agreement between the City and CDOT for the Project.

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

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

2. The City Council herby approves the Agreement with the Colorado Department of Transportation for the Project attached hereto and incorporated herein by this reference and authorizes the City Manager, Patrick Waller, to execute the Agreement on behalf of the City; provided, however, if there are any conflicts or inconsistencies between the Agreement and the IGA, the IGA shall control.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19th day of March 2025.

CITY OF RIFLE, COLORADO

By ______________________________
Mayor

ATTEST:

____
City Clerk

(State $HWY Mtce) **Rev 10/03**
CITY OF RIFLE **Region: 3 (BH)**

CONTRACT

THIS AGREEMENT is entered into by and between CITY OF RIFLE (hereinafter called the "Local Agency" or "Contractor"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: $153,205.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns.
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter)
6. **Exhibit B** (Local Agency Resolution)
7. **Exhibit E** (PII Certification)

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on March 6, 2025, whichever is later. The term of this contract shall be for **a term of FIVE (5) years**.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.

C. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for **a maximum contract total that shall not exceed the total contract amount of $153,205.00**. The negotiated rate per mile shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.

D. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.

E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.

F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.

B. The Local Agency shall operate and maintain the highway miles as listed on **Exhibit A.** As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Local Agency shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this contract. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the Highways.)

   1. Maintenance Services to be performed by the Local Agency, at State expense, for the Highways under this contract shall include (without limitation) the following services:
      a. Removal of snow, sanding and salting.
      b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts.
      c. Painting of bridges, of other structures, and of highway appurtenances.
      d. Warning the State's representative of any "dangerous condition" (as defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
      e. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Regional Transportation Director as soon as the Local Agency has notice of any State Highway signing and regulatory devices in need of repair.
   2. Local Agency shall also continue to perform, at its own expense, all activities/duties on the Highways that Local Agency is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.

C. The Local Agency shall perform all Maintenance Services on an as needed basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or their representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Local Agency concerning the Maintenance Services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the

Maintenance Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.
Notwithstanding subparagraph A above, this contract may also be terminated as follows:

B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.
If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, . Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State	**If to the Local Agency**
CDOT Region: 3	City of Rifle
Todd Blake	Craig Spaulding
Project Manager	Civil Engineer
606 South 9th Street	202 Railroad Ave
Grand Junction, CO 21501	RIFLE, CO 81650
970-683-6307	970-665-6556

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment
   Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter
   a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
   b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter
   The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other “maintenance services” on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. Statewide Contract Management System

If the maximum amount payable to Local Agency under this contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies.
Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of Local Agency performance on state contracts and inclusion of contract performance information in a statewide contract management system.
Local Agency’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Local Agency’s performance shall be part of the normal contract administration process and Local Agency’s performance will be systematically recorded in the statewide contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Local Agency’s obligations under this contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Local Agency’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.
Should the final performance Evaluation and Review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon showing of good cause.

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Section 22. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, 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 Contract 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.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor 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 the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor 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.

F. 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 Contract. 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 Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor'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 Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 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 the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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Section 23. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

LOCAL AGENCY **CITY OF RIFLE** By:_______________ *Signature Name:_______________ (Print Name) Title:_______________ (Print Title) Date:_______________	**STATE OF COLORADO** **Jared S. Polis** **Department of Transportation** By_______________ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date:_______________
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED **CITY OF RIFLE** By:_______________ *Signature Name:_______________ (Print Name) Title:_______________ (Print Title) Date:_______________	**STATE OF COLORADO** **LEGAL REVIEW** **Philip J. Weiser, Attorney General** By_______________ Signature – Assistant Attorney General Date:_______________

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _______________
Colorado Department of Transportation

Date:_______________

Exhibit A
Scope of Work of the Project

The City of Rifle is requesting to enter an IGA from CDOT for the Highway 13 bridge joint replacement project. The project includes the F 50 and F05R bridges which are within the devolved ROW to the City of Rifle. Per the Devolution, the bridge structure is the responsibility of CDOT and the surface is the responsibility of the City of Rifle. The City has received a bid from GA Western for preforming this work for a total of $153,205.00. All bridge work has been approved by CDOT's staff bridge engineer. CDOT agrees to pay this amount to the City of Rifle on completion of said project.

DESCRIPTION	AMOUNT	
Removal of Expansion Device: this work consists of removing the existing	$	61,924.50
Rapid Cure Silicone Joint Seal: this work consists of furnishing and placing the silicone joint seals at the existing bridge abutments. Work shall be completed in	$	18,348.00
Concrete Class DR: this work consists of furnishing and placing and curing concrete patching material at the expansion joint headers. Work shall be	$	7,200.00
Mobilization: this work consists of the mobilization of personnel, equipment and supplies at the project site in preparation for work on the project and shall	$	108,560.00
Credit: City payment for 75% mobilization	$	(81,420.00)
Flagging: this work consists of providing flaggers. in accordance with CDOT Standard Specifications Section 630	$	43,200.00
Credit: City payment for 35% Flagging Hours for proposal purposes, only flagging used for joint activities will be invoiced	$	(30,240.00)
Traffic Control Inspection: this work shall be performed in accordance with CDOT Standard Specifications Section 630. This work consists of inspection of	$	7,680.50
Credit: City payment for 35% Traffic control based on 14 of the 40 day duration being for surface repair activities	$	(2,688.00)
Traffic Control Management: this work shall be performed in accordance with CDOT Standard Specifications Section 630. Traffic Control Management shall	$	34,800.00
Credit: City payment for 35% Traffic control based on 14 of the 40 day duration being for surface repair activities	$	(24,360.00)
Temporary Plate: this work consists of furnishing, installing, moving, maintaining, and removing temporary steel plates at bridge expansion joints	$	10,200.00
Total	$	153,205.00

EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

(if applicable)

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date:	**State Fiscal Year:**	**Option Letter No.**	**Routing #**

Vendor name:

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by $ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to $amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to $amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to $amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is $insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:
JARED S. POLIS, GOVERNOR

By: ____ Date: __________________
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: ___________________________________

Date: _________________________________

Form date: August 16, 2013

EXHIBIT D – SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date:	State Fiscal Year:	Encumbrance Letter No.	Routing #:
		Orig. IGA:	PO:

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS**: In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation**,** and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year **.**

   The amount to be encumbered by this Encumbrance Letter is $amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is $Insert New $ Amt.

3) **EFFECTIVE DATE**. The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation

By: ______________________________

Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: ______________________

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ______________________________________

Department of Transportation

Date: ______________________

<u>EXHIBIT E</u>

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, ________________, on behalf of __________________________ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: __________________________

Printed Name: __________________________

Title: __________________________

Date: ___________

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #8.c.

Agenda Item Name:
Consider Authorizing the City Manager to Sign an MOU for the Land Exchange and Park & Ride Development

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
Consider a Motion to Allow the City Manager to sign MOU for Land Exchange and Development of Park and Ride

Recommended Action:
Move to allow the City Manager to sign MOU for Land Exchange and Development of Park & Ride

Fiscal Impact:
The work agreed to in the MOU is in the 2025 budget and also has been awarded a RAISE Grant in the amount of $2,742,472.48.

Operational Impact:
The existing Park and Ride is maintained by the City. The new Park and Ride will be larger but in better shape making maintenance lower up front.

Prior Board Motions:
The MOU, in a different form, was previously approved but lapsed.

Background Information:
This Land Swap has been approved in a previous MOU as well as an approved subdivision. The former MOU has expired and has now been revised to the form presented. The final product places the Park and Ride in the back of the Rifle Depot and exchanges the existing Park and Ride to be developed.

Executive Summary:
This MOU achieves the same land exchange as previously discussed with some changes in the process. Review has been performed by all necessary parties and approval is critical to completing the Land Exchange and Park and Ride Improvements.

Notification Requirements:
N/A

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:

1. 11_22_2024 Revised DRAFT MOU Rifle Park and Ride
2. 25923 - Rifle - Park-n-Ride - Overview

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

Cover Page

State Agency Department of Transportation (CDOT)	**MOU Number** Insert CMS Number or Other Contract Number **SAP Encumbrance Number** Insert SAP Encumbrance Number
City City of Rifle	**MOU Performance Beginning Date** The Effective Date
Developer Rifle Depot, LLC	**Initial MOU Expiration Date** Eighteen Months (18) from the Effective Date **MOU Authority** §§43-1-105, 43-10-106, 43-1-210

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.

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

Principal Representatives

For the State:
Kate Elsberry
CDOT – Real Estate Specialist, Property Management, ROW
222 S. 6th St., Room 317
Grand Junction, CO 81501
kathleen.elsberry@state.co.us

For City:
Sean Strode, Mayor
City of Rifle
P.O. Box 1908
Rifle, CO 81650
sstrode@rifleco.org

For the Developer:
Glen Larner, Manager
Rifle Depot LLC
3737 Ella Lee Lane
Houston, TX 77027
glenlarner1@me.com

THE PARTIES HERETO HAVE EXECUTED THIS MOU

<table>
<tr><td colspan="2">* 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.</td></tr>
<tr><td>CITY
City of Rifle

By:_______________________
Sean Strode, Mayor

Date:_______________________</td><td>STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation
Shoshana M. Lew, Executive Director

By:_______________________
Keith Stefanik, P.E., Chief Engineer

Date:_______________________</td></tr>
<tr><td>DEVELOPER
Rifle Depot, LLC

By:_______________________
Glen Larner, Manager

Date:_______________________</td><td>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

Signed: _______________________

Effective Date: _______________________</td></tr>
</table>

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. City creates legal description for portion of 2015 Devolved area (original Parcel 38, plans F-FG 001-1 (4)), shown as Parcel 1 on Rifle Depot Subdivision Plat.

ii. City surveys and creates legal description and exhibit for Parcel 2.

iii. City surveys and creates legal description and exhibit for Parcel 3.

iv. City conveys Parcel 1 to CDOT (no longer going to be used for transportation purpose).

v. City builds new Park and Ride (Parcel 5).

vi. CDOT exchanges with City Parcels 1 and 2 for Parcel 5. This transaction allows CDOT to obtain FMV for Parcels 1 and 2, which means it does not need to be deed restricted

vii. Developer conveys Parcel 4 to City in exchange for Parcel 1. 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. City will by separate document grant Parcel 4 as public access, utilities, and drainage easement.

viii. CDOT conveys Parcels 3, and 5 to the City for nominal value. Parcel 3 deeded with transportation reversion clause. Parcel 5 with deed restriction to remain park and ride with a minimum of 120 vehicle sites, and vehicle sites can not be used for current or future parking compliance requirements from City/County planning or zoning.

ix. At the conclusion of the property exchange, a fully constructed entrance road along with a Park and Ride with a minimum of 120 vehicle sites, will be completed to CDOT specifications and open for public use. CDOT will complete 128 environmental review process.

x. The exchange between the Parties shall not require additional funds from CDOT.

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.

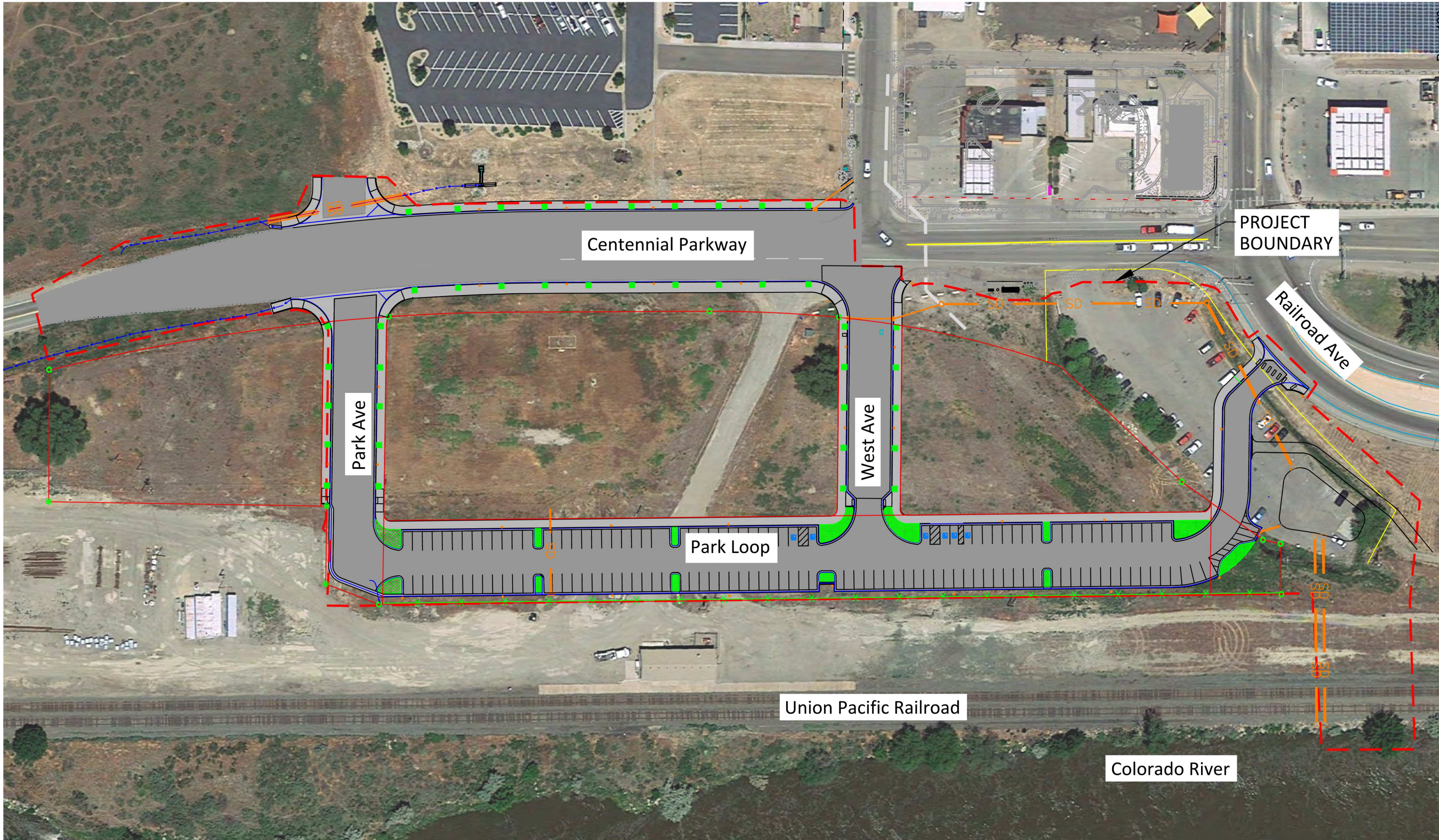
Exhibit A

Ownership Concept Map

Exhibit B

Preliminary Site Map

CDOT RE-SUBMITTAL SET



PLAN VIEW

Agenda Item #8.d.

Agenda Item Name:
Consider Approving DOLA Energy and Mineral Impact Fund (EIAF) Grant for Penwell Phase 1 - Resolution No. 6, Series of 2025

Presenter:
Iris Trevisano, Procurement and Grant Reporting Manager
Jared Emmert, Utilities Director

Item Description:
Consider Approving Resolution No. 6, Series of 2025 -DOLA- EIAF Grant

Recommended Action:
Move to approve Resolution No. 6 Series of 2025, to allow the City Manager to submit the grant application to EIAF, sign the grant agreement and to expend the funds necessary to meet the terms of the grant not to exceed $1,000,000.

Fiscal Impact:
The design of the project has been approved by Council. The construction portion will be put out to bid following standard Rifle Municipal Code procurement procedure.

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
The water transmission line extending from the water plant to the Deerfield Tank Complex transports all water used by the City of Rifle. It is the original transmission line from the Graham Mesa Water Plant and a portion of it is the original raw water line that has been repurposed as the transmission line. This is the raw water line that was replaced in 2019 after its break resulted in Rifle not having water until repaired. The line was identified as a priority in the 2020 Water Master Plan. The pipe walls were measured in 2024 and found to be as extremely thin, justifying the priority. The original transmission line runs through narrow easements in residential areas, leaving inadequate space to replace on the same alignment. The new alignment will extend along Birch, 16th and Graham Mesa Ave.

Executive Summary:
The project will replace a deteriorating water transmission line with a 24-inch diameter HDPE or C900 transmission line, along with a section of an 8-inch distribution main on Birch Avenue between Dogwood and Cactus Court. Due to the significant roadway disturbance, the project will be completed in two phases,

including the replacement of all affected roadways, sidewalks, curbs, and gutters to create complete streets. This resolution will also authorize staff to apply for a $1,000,000 EIAF grant to support Phase 1 of the project.

Notification Requirements:
None

Prepared By:
Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:
1. Resolution No. 6 -EIAF Penwell Phase I

CITY OF RIFLE, COLORADO
RESOLUTION NO. 6
SERIES OF 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, SUPPORTING THE APPLICATION FOR A GRANT FROM THE DEPARTMENT OF LOCAL AFFAIRS LOCAL ENERGY/MINERAL IMPACT ASSISTANCE FUND FOR PHASE I OF THE PENWELL WATERLINE RELOCATION PROJECT

WHEREAS, the City of Rifle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Department of Local Affairs ("DOLA") Energy/Mineral Impact Assistance Fund ("EIAF"); and

WHEREAS, the City of Rifle has submitted a Grant Application for the construction of Phase I of the Penwell Waterline Relocation Project requesting a total award of $1,000,000; and

WHEREAS, the City of Rifle supports the completion of the project if a grant is awarded by DOLA.

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

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

2. The City Council of the City of Rifle strongly supports the Grant Application submitted by the City of Rifle and has appropriated matching funds for a grant with DOLA EIAF.

3. The City Council of the City of Rifle authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with DOLA EIAF.

4. If a grant is awarded, the City Council of the City of Rifle hereby authorizes the City Manager to sign a Grant Agreement with DOLA EIAF.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19th day of March 2025 and is effective immediately.

ATTEST: CITY OF RIFLE, COLORADO

______________________________ ___________________________
City Clerk Mayor

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #8.e.

Agenda Item Name:
Consider Approval for the Purchase of New Flooring and Installation Services for Parks Building

Presenter:
Iris Trevisano, Procurement and Grant Reporting Manager
Austin Rickstrew, Parks & Recreation Director

Item Description:
Purchase of new flooring and installation services for the Parks Building

Recommended Action:
Move to approve the purchase of new flooring and installation services from AG Flooring, LLC in the amount of $30,057.10

Fiscal Impact:
$35,000 was budgeted in 2025 for installing new flooring at the Parks Building.

Operational Impact:
This will be a two-week project done in phases, with minimal disruptions.

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
The Parks Maintenance Facility is approaching 20 years old, and the flooring is starting to show significant wear. After assessing the situation, it was decided to replace the carpet and deteriorating flooring with luxury vinyl tile (LVT) planks throughout the building. The advantages of LVT include lower cost, better scratch resistance, and waterproof performance. The Request for Bids (RFB) was issued through BidNet, and we received a single response from AG Flooring. The project is within budget, as $35,000 was allocated for it in the 2025 budget. AG Flooring previously replaced the flooring at the Justice Center last year, and we were very pleased with their work. Therefore, we recommend awarding this project to them.

Notification Requirements:
N/A

Prepared By:
Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:

1. AG Flooring Bid Rifle Parks and Rec-E3804-2-19-25
2. RFB_02112025 Parks and Rec and Meeting
3. Award Memo Procurement-Parks Flooring
4. AG Flooring Purchase Request 3.19.25
5. 2025.03.13 AG Flooring Memo

AG FLOORING LLC
970-987-2307

541 MAIN ST
SILT, CO 81652
970-876-4028
970-987-2307

Estimate

Number	E3804
Date	2/19/2025

Customer

Austin Rickstrew
Rifle Parks & Recreation
3100 Doaks Ln
Rifle, CO, 81650
970-309-3223

Project

LVT Planks Throuhgout

Description	Unit	Price	Amount
LVT In The Grain 5 Mil Color 174 Fir	3040.00	$4.99	$15,169.60
LVT Adhesive 4 Gal Pail	6.00	$140.00	$840.00
Cove Base Black	720.00	$1.98	$1,425.60
Transition	18.00	$3.50	$63.00
Carpet Removal	1213.00	$0.50	$606.50
VCT Removal	1828.00	$1.00	$1,828.00
Scrape Glue	3040.00	$0.50	$1,520.00
Floor Prep	8.00	$75.00	$600.00
Webcrete 98	8.00	$56.30	$450.40
LVT Install	3040.00	$1.75	$5,320.00
Cove Base Install	720.00	$1.00	$720.00

AG FLOORING LLC
541 MAIN ST
SILT, CO 81652
970-876-4028
970-987-2307

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970-876-4028
970-987-2307

Estimate

Number	E3804
Date	2/19/2025

Customer
Austin Rickstrew
Rifle Parks & Recreation
3100 Doaks Ln
Rifle, CO, 81650
970-309-3223

Project
LVT Planks Throuhgout

Description	Unit	Price	Amount
Transition Install	18.00	$2.50	$45.00
Furniture	3040.00	$0.35	$1,064.00
Frieght	1.00	$405.00	$405.00

Amount Paid	$0.00
Amount Due	$30,057.10

Sub Total	$30,057.10
Sales Tax 6.90% on $17,948.	$0.00
Total	$30,057.10

AG FLOORING LLC
541 MAIN ST
SILT, CO 81652
970-876-4028
970-987-2307

Parks and Recreation Department Flooring Replacement

Request for Bid

March 6, 2025

Parks & Recreation Director

City of Rifle

3100 Dokes Lane

Rifle, CO 81650

2025

Mandatory Pre-Bid Meeting: February 19, 2025, 10am

Proposal Due Date: March 6, 2025, 2 pm

Question Deadline: February 27, 2024, 2 pm

Demo/ Installation April 2025

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1. Request for Bids

The City of Rifle is requesting bids for the Flooring Replacement at Parks and Recreation Department located at 3100 Dokes Lane, Rifle, CO 81650. This bid is to include all labor, materials and installation of approximately 3,040sf of following and rubber cove base. The timeline for completion is in the spring of 2025. The City of Rifle staff will remove existing electronic equipment during the project. The selected contractor will be responsible for removing and reinstalling all office furniture. The successful contractor will meet with the City's project team to determine and finalize the schedule. The projected duration of this project is two weeks from the start date.

Flooring project should include but is not limited to:

- Removal of existing flooring and scraping old glue.
- LVT (5 Mil) throughout the 3,040sf space.
    - Cove Base (Black)
    - Transition Pieces.
- Movement of Furniture

The successful company is required to complete the following tasks;

Meet with city staff at the site to review existing conditions and provide staff with a tentative schedule for the project.

Bids should be submitted as a lump sum.

2. Questions

Potential bidders may direct questions via Bidnet. Question deadline to Thursday, February 27, 2025, at 2 p.m.

3. Mandatory Pre-Bid Meeting

Wednesday, February 19, 2025 at 10 am At the project site located at 3100 Dokes Lane, Rifle, CO 81650. All

4. Delivery of Bid

Bids must be submitted electronically by uploading documents to BidNet which will be sealed until the due date and time indicated in the solicitation. It is the sole responsibility of the respondent that the response is submitted and received before the due date and time as specified in this document. The City of Rifle is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow sufficient time to complete the response and upload documents.

5. Evaluation

Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. In addition to the evaluation criteria set forth in the invitation to bid, the following criteria may be considered, in addition to price:

(1) The ability, capacity and skill of the bidder to perform the contract or provide the service or construction required;

(2) Whether the bidder can perform the contract or provide the service or construction promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

(4) The quality of performance of previous contracts or services;

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service or construction;

(7) The quality, availability and adaptability of the supplies, services or construction to the particular use required; and

(8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

(9) The local preferences set forth herein.

6. Local Preference Code

The following local preferences shall be considered in source selection for all City contracts:

Notwithstanding other provisions of this Article, in the awarding of contracts for goods or services, the City Council and Procurement Officer shall provide the following primary and secondary percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Procurement Officer to be essentially equal:

Contract>Amount	Primary Preference City of Rifle Goods/Vendors	Secondary Preference Garfield County Goods/Vendors
Less than $1,000	10% discount	5% discount
$1,001 to $5,000	8% discount	4% discount
$5,001 to $25,000	6% discount	3% discount

$25,001 to $100,000	5% discount	2.5% discount
$100,000 to $200,000	4% discount	2% discount
$200,001 to $500,000	3% discount	1.5% discount
$500,000 or greater	2% discount	1% discount

(c) For all competitive bonded bid purchases in excess of one hundred thousand dollars ($100,000.00), the City shall provide these local preference provisions within the "Instructions to Bidders" documents.

(d)Exception: Local preference shall not apply to contracts required by applicable state or federal laws or regulations to be awarded to the "lowest responsible bidder" or to any contracts that are statutorily or otherwise precluded from the use of local vendor preference. No local preference shall apply where grant funds are used which expressly prohibit the use of such local preference.

(e) The Procurement Officer may establish an administrative process to pre-qualify local vendors.

(Ord. 7 , § 2, 2022)

7. Award and Purchases

The City reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the City or by the bidder, to accept any items or group of items in the bid, as may be in the best interest of the City. No verbal explanations, clarifications, additions or instructions will be binding to either the City or the bidders, except those confirmed in writing. A signed purchase order/bid furnished to the successful bidder results in a binding bid without further action by either party

02112025 Parks and Rec Flooring Replacement
Pre Bid Meeting 01/29/2025

Important Dates

Last day to submit questions Thursday , Feb. 27, 2025 at 2 pm

RFP DUE Thursday, March 6,2025 at 2 pm via Bidnet

Questions to be sumitted via Bidnet

Attended Name	Firm Name	Contact #	Contact E-mail
Tyler Thompson	AG Flooring	970 319 5126	Tyler@agflooringllc.cor

Memo

To: Rifle City Council
CC: Patrick Waller, City Manager & Austin Rickstrew, Parks and Recreation Director
From: Iris Trevisano, Procurement and Grant Reporting Manager
Date: March 19, 2025
Subject: Recommending the approval of New Flooring and Installation services for Parks Building

Background

The Parks building is in need of new flooring, as the current carpets and floors have become worn down due to heavy daily use by the park's employees. After evaluating the condition of the existing flooring, it was determined that upgrading to Luxury Vinyl Tile (LVT) would be the best option. LVT is both practical and durable, making it a more suitable choice for the building's needs.

Procurement

A Request for Bid was posted on BidNet for a period of three weeks. A mandatory Pre-Bid meeting was held, but only one vendor, AG Flooring, attended. AG Flooring visited the job site and provided an estimate, which includes the removal of carpet and VCT (vinyl composition tile), along with the installation of LVT flooring throughout the entire building.

Staff Recommendation

While AG Flooring LLC was the only bid received, their proposal came in under budget. Additionally, AG Flooring recently completed the flooring installation at the Justice building, and we have been very pleased with both their work and their professionalism. Given this, we are recommending the approval of AG Flooring LLC's bid for $30,057.10.

Iris Trevisano

Procurement and Grant Reporting Manager

CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	AG Flooring LLC

2.	Vendor Address
	541 Main Street, Silt, CO 81652

3.	For the Purchase of (description)
	Replacement of LVT for the entire Parks Building

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$30,057.10	$35,000	

5.	Dept. Name	General Ledger Acct #
	Parks	1. 210-4521-400-430 (50%) / 2. 100-4195-400-430 (50%)

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

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)			
	☐	Cooperative Purchasing:	Sec 4-3-50	
	☐	Emergency Procurement	Sec. 4-3-235	
	☐	Small Purchases	Sec. 4-3-225	
	✔	Request for Proposal:	Sec. 4-3-220(b)	(attach bid tab)
	☐	Competitive Sealed Bid:	Sec.4-3-215	(attach bid tab & advertisement)
	☐	Miscellaneous Exemptions	Sec. 4-2-230	(attach memo)

8.	Authorization Required	
	✔	City Manager
	✔	City Council

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

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

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

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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

Memo

To: Iris Trevisano, Grant and Procurement Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: March 13, 2025

Re: Purchase of New Flooring and Installation Services for the Parks Building

Iris,

The Parks building is approaching 20 years old and needs new flooring. I'd like to purchase and install new flooring to update the facility. AG Flooring recently completed a similar project at the Police Department, and we were satisfied with both their product and the quality of their work.

AG Flooring was also the only contractor to attend the mandatory pre-bid meeting, so I recommend that their bid for this project be approved.

Respectfully,

Austin

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

Agenda Item #8.f.

Agenda Item Name:
Consider Approval for the Purchase of Special Event Street Closure Barricades and Signage

Presenter:
Iris Trevisano, Procurement and Grant Reporting Manager
Kim Burner, Main Street Manager

Item Description:
Purchase of Special Event Street Closure Barricades and Signage.

Recommended Action:
Move to approve the purchase of Special Event Street Closure signage for $22,529.45 from Safety and Construction Supply-Rifle

Fiscal Impact:
These signs were not budgeted in 2025 and the purchase will be made from the reserve funds from the Visitor Improvement Fund. If approved by Council a supplemental budget request will be completed later this year.

Operational Impact:
These items will be used for traffic control by city employees during special events.

Prior Board Motions:
N/A

Background Information:
In the past, the city hired a local traffic control company for street closures during special events. Last year the company closed with no alteratives company in the area.

Executive Summary:
Due to the lack of cost-effective road safety closure options in the area and the city's continued expansion of special events, purchasing road closure equipment will provide the city with the opportunity to assist as needed. Events such as Hometown Holiday and Third Thursday on Third require signage and barricades for road closures. After consulting with Parks and Recreation, which also hosts special events, and the O&M Streets crew, who manage road closures for both construction and events, it was determined that 69 signs, 5 barricades, and 200 cones are needed for year-round traffic control in the city. Safety and Construction Supply in Rifle, contracted with the Colorado Department of Transportation under Dicke Safety Products (Award 311002749 - Bid DQ 25-036 JR), is the recommended supplier. We are proposing the purchase of these barricades and signage for a total of $22,529.45.

Notification Requirements:

N/A

Prepared By:
Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:
1. GRIT MEMO for street closure_special events
2. Safety and Construction Supply Closure quotes
3. Award Memo Procurement-Street Closure signs
4. Safety and Construction Supply Purchase Request 3.19.25

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490

MEMORANDUM

TO:	Iris Trevisano
FROM:	Kim Burner, GRIT Manager
DATE:	March 11, 2025
SUBJECT:	Purchase of necessary signage to close streets for special events and Parades

Special events and parades are important activities for the residents of Rifle. Traditionally in Rifle special events have been organized and produced by various non-profit organizations as fund raisers but as these organizations struggle with staffing and volunteerism, many of these events have fallen to GRIT to continue and expand.

With the closure of the only local traffic control company, A1 Traffic Control, it is increasingly difficult for special event coordinators to comply with City of Rifle special event requirements. Bringing traffic control barricades and personnel from either Grand Junction or, in some cases, from the Front Range is cost prohibitive. Event season is mainly during the spring and summer months which is when existing traffic control materials are utilized for street projects.

All these circumstances have made it necessary for GRIT to purchase the necessary materials to facilitate special events including Hometown Holiday and Third Thursdays on Third.

This is an unbudgeted expense of $22,529.45. These funds will come reserve funds from the Visitor Improvement Fund which is funded through a 2.5% lodging tax on short term hotel rooms in city limits.

Sales Order #603

Ordered: 2/25/2025
Associate: Rifle_Sales
Page 1
ORDER STATUS: Oper

Safety and Construction Supply - Rifle

119 West 6th St.
Rifle, CO 81650
(970) 618-0115
www.toolandsafety.com

Bill To: CITY OF RIFLE
CITY OF RIFLE
202 RAILROAD AVE
RIFLE, CO 81650
9706656489

Ship To: OPERATIONS AND MAINTENANCE
City of Rifle
1221 E Centennial Pkwy
Rifle, CO 81650
9706656489

Customer PO# COLTON

Lookup	Item Description	Order	Sold	Due	Price	Ext Price
SB36BX	SIGN,36",SB,BUCKLE,NO ADAPT/FLAG "SPECIAL EVENT AHEAD" BLACK ON ORANGE	11	0	11	$90.45	$994.95
SB36BX	SIGN,36",SB,BUCKLE,NO ADAPT/FLAG "ROAD CLOSED" BLACK ON ORANGE	21	0	21	$90.45	$1,899.45
SB36BX	SIGN,36",SB,BUCKLE,NO ADAPT/FLAG "DETOUR AHEAD" BLACK ON ORANGE	3	0	3	$90.45	$271.35
SB36BX	SIGN,36",SB,BUCKLE,NO ADAPT/FLAG, "ROAD CLOSED AHEAD" BLACK ON ORANGE	6	0	6	$90.45	$542.70
SB36BX	SIGN,36",SB,BUCKLE,NO ADAPT/FLAG, "M4-10D", DOUBLE ARROW DETOUR.	12	0	12	$90.45	$1,085.40
SB36BX	SIGN,36",SB,BUCKLE,NO ADAPT/FLAG. "M4-10R" DETOUR ARROW RIGHT.	2	0	2	$90.45	$180.90
SB36BX	SIGN,36"SB,BUCKLE,NO ADAPT/FLAG, "M4-10L" DETOUR ARROW LEFT	2	0	2	$90.45	$180.90
SBW4830BX	SIGN,48"WX30"H, SB,WH, NO ADT/FL, "ROAD CLOSED TO THRU TRAFFIC"	12	0	12	$140.69	$1,688.28
DL1000W Bin: 308	STAND SIGN DYNALITE 1000 W/ SCREWLOCK SIGN HOLDER	72	0	72	$118.66	$8,543.52
	Total Qty Ordered:	141	0	141		

Percent Unfilled: 100

Govern/Relig/Char

Subtotal:$15,387.45
0 % Tax: + $0.00
TOTAL:$15,387.45
Deposit Balance: $0.00
Balance Due:$15,387.45

Thank you for your order!

2/24/2025
Store: RIF

Sales Order #601
Ordered: 2/24/2025
Associate: Rifle_Sales
Page 1
ORDER STATUS: Open

Safety and Construction Supply - Rifle
119 West 6th St.
Rifle, CO 81650
(970) 618-0115
www.toolandsafety.com

Bill To: CITY OF RIFLE
CITY OF RIFLE
202 RAILROAD AVE
RIFLE, CO 81650
9706656489

Ship To: OPERATIONS AND MAINTENANCE
City of Rifle
1221 E Centennial Pkwy
Rifle, CO 81650
9706656489

INSTRUCTIONS: *****SHIPPING WILL BE ADDED WHEN SHIPPED FROM DENVER*****
Customer PO# COLTON

Lookup	Item Description	Order	Sold	Due	Price	Ext Price
TYPEIII-BRCDE-KIT-DS	TYPE III BARRICADE KIT, DOUBLE SIDED - LEFT/RIGHT, O/W HIP	5	0	5	$279.80	$1,399.00
	Total Qty Ordered:	5	0	5		

Percent Unfilled: 100

Govern/Relig/Char

Subtotal: $1,399.00
0 % Tax: + $0.00
TOTAL: $1,399.00
Deposit Balance: $0.00
Balance Due: $1,399.00

Thank you for your order!

Sales Order #602
Ordered: 2/24/2025
Associate: Rifle_Sales
Page 1
ORDER STATUS: Open

Safety and Construction Supply - Rifle
119 West 6th St.
Rifle, CO 81650
(970) 618-0115
www.toolandsafety.com

Bill To: CITY OF RIFLE
CITY OF RIFLE
202 RAILROAD AVE
RIFLE, CO 81650
9706656489
Customer PO# COLTON

Ship To: OPERATIONS AND MAINTENANCE
City of Rifle
1221 E Centennial Pkwy
Rifle, CO 81650
9706656489

Lookup	Item Description	Order	Sold	Due	Price	Ext Price
RS90045CT3M64-AH	CONE, 36" 10lb, ORG W/ COLLARS, STENCIL: "COR" HORIZONTICAL	200	0	200	$26.99	$5,398.00
SETUP-JBC-CONE-STENC	SETUP FEE-JBC CONE STENCIL BLACK	1	0	1	$35.00	$35.00
	Total Qty Ordered:	201	0	201		

Percent Unfilled: 100

Govern/Relig/Char

Subtotal:	$5,433.00
0 % Tax:	+ $0.00
Shipping:	+ $310.00
TOTAL:	**$5,743.00**
Deposit Balance:	**$0.00**
Balance Due:	$5,743.00

Thank you for your order!

Memo

To: Rifle City Council
CC: Patrick Waller, City Manager, Scott Rust Finance Director and Kim Burner, GRIT Manager
From: Iris Trevisano, Procurement and Grant Reporting Manager
Date: March 19, 2025
Subject: Recommending the purchase of Special Event Street Closure Barricades and Signage

Background

GRIT oversees special events like Hometown Holiday and Third Thursdays on Third, which require road closures for safety. Due to the lack of cost-effective road safety closure options in the area and the city's continued expansion of special events, purchasing road closure equipment will enable the city to assist as needed. This unanticipated expense will be covered using reserve funds from the Visitor Improvement Fund.

Procurement

Under Section 4-3-50, Cooperative Purchasing through the Colorado Department of Transportation (via Dicke Safety Products, Award 311002749 - Bid DQ 25-036 JR), we propose the purchase of barricades and signage from Safety and Construction Supply-Rifle for a total of $22,529.45.

Item Details

- **69 Signs- (57) 36" Road Signs & (12) 48" Road Closed**
- **72 Sign Holders**
- **5 Barricades- Type III Double Sided**
- **200 Cones- 36" 10LB Cones with COR stenciled**

Staff Recommendation

After thorough discussion, staff recommends the approval of the purchase of Special Event Street Closure signage from Safety and Construction Supply-Rifle through Section 4-3-50, Cooperative Purchasing via the Colorado Department of Transportation under Dicke Safety Products (Award 311002749 - Bid DQ 25-036 JR) for a total of $22,529.45.

Iris Trevisano

Procurement and Grant Reporting Manager

City of Rifle
202 Railroad Avenue • P.O. Box 1908 • Rifle, CO 81650
www.rifleco.org

CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	Safety and Construction Supply-Rifle

2.	Vendor Address
	119 West 6th St, Rifle, CO 81650

3.	For the Purchase of (description)
	Road Signs, Sign Stands, Barricades and Safety Cones

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$22,529.45	0	

5.	Dept. Name	General Ledger Acct #
	GRIT	

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

7.		Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	✔	Cooperative Purchasing:	Sec 4-3-50	
	☐	Emergency Procurement	Sec. 4-3-235	
	☐	Small Purchases	Sec. 4-3-225	
	☐	Request for Proposal:	Sec. 4-3-220(b)	(attach bid tab)
	☐	Competitive Sealed Bid:	Sec.4-3-215	(attach bid tab & advertisement)
	☐	Miscellaneous Exemptions	Sec. 4-2-230	(attach memo)

8.		Authorization Required
	✔	City Manager
	☐	City Council

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

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

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

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #8.g.

Agenda Item Name:
Consider Approving IGA to Participate as a Member of the Intermountain Transportation Planning Region of Colorado - Resolution No. 8 Series of 2025

Presenter:
Zach Higgins, Planning Director

Item Description:
Intergovernmental Agreement

Recommended Action:
Move to approve Resolution No. 8 Series of 2025 to approve the Intergovernmental Agreement for membership in the Intermountain Transportation Planning Region of Colorado.

Fiscal Impact:
No expected financial impact other than the potential to obtain future grant funding. If dues are established in the future, the City has the ability to evaluate our membership at that time on whether to remain or leave the IMTPR voting body.

Operational Impact:
No impact. Staff is already attending the quarterly meetings.

Prior Board Motions:
N/A

Background Information:
IMTPR has functioned as the regional transportation planning body but is now formalizing. The IMTPR helps establish the STIP or Statewide Transportation Improvement Program. This federally required program/plan prioritizes funding at the state level and makes projects eligible for federal funding. CDOT also uses IMTPR to prioritize their own regional spending. Projects identified on the IMTPR priority list also have more viability for alternative grant funding where available.

Executive Summary:
The IMTPR is formalizing it's partnerships with counties and municipalities by requiring the attached Intergovernmental Agreement be signed to participate in a voting capacity. The IMTPR has also created and approved the attached bylaws. The IMTPR has no dues at this time and does not anticipate having dues in the future. Having a seat at the IMTPR table allows Rifle to vote on the region's transportation priorities, add any Rifle requests to the regional discussion, and also helps prioritize Colorado Department of Transportation funding for the region.

Notification Requirements:
N/A

Prepared By:
Zach Higgins, Planning Director

Attachments:
1. Final Approved IGA Template_2.7.25
2. Final Approved Bylaws_ 2.6.25
3. Resolution No. 8-IMTPR IGA

INTERGOVERNMENTAL AGREEMENT FOR A
REGIONAL PLANNING COMMISSION FOR TRANSPORTATION PLANNING
Intermountain Regional Planning Commission (IMRPC), representing the Intermountain Transportation Planning Region (IMTPR)

THIS AGREEMENT made this eighteenth day of April 2025 by and among the following local governments in the Intermountain Transportation Planning Region:

Eagle County
Town of Avon
Town of Eagle
Town of Gypsum
Town of Minturn
Town of Red Cliff
Town of Vail

Garfield County
Town of Carbondale
City of Glenwood Springs
Town of New Castle
Town of Parachute
City of Rifle
Town of Silt

Lake County
City of Leadville

Pitkin County
City of Aspen
Town of Basalt
Town of Snowmass Village

Summit County
Town of Blue River
Town of Breckenridge
Town of Dillon
Town of Frisco
Town of Keystone
Town of Montezuma
Town of Silverthorne

CORE Transit
Roaring Fork Transportation Authority (RFTA)

Participation in this agreement by each aforementioned party is made only upon execution of a Certificate of Participation.

This Agreement is thereby executed in multiple Certificates of Participation, each of which shall constitute an original, but all of which, taken together, shall constitute the same document.

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually, and;

WHEREAS, Section 43-1-1101 C.R.S. recognizes Regional Planning Commissions as the proper forum for transportation planning, and;

WHEREAS, Section 43-1-1102(5) C.R.S. requires that Regional Planning Commissions formed for the purpose of transportation planning must be formed pursuant to Section 30-28-105 C.R.S., and;

WHEREAS, the parties to this Agreement desire to cooperate in developing and maintaining a long range Regional Transportation Plan, the purpose of which is to identify the mobility needs of the Intermountain Transportation Planning Region, and prepare a plan for addressing the needs, and;

WHEREAS, Section 43-1-1103 C.R.S. requires that any Regional Planning Commission formed for the purpose of transportation planning is responsible for regional transportation planning for said region, and;

WHEREAS, the Intermountain Transportation Planning Region, consisting of the areas within the counties of Eagle, Garfield, Lake, Pitkin, and Summit was designated in the Rules Governing Statewide Transportation Planning Process and Transportation Planning Regions (2 CCR 601-22) as adopted by the Transportation Commission of Colorado and effective April 18, 2025, and;

WHEREAS, the parties to this Agreement are governing bodies or officials having charge of public improvements within their jurisdictions in the Intermountain Transportation Planning Region.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Designation of Regional Planning Commission. The parties to this Agreement shall have one representative each on the Regional Planning Commission for the Intermountain Transportation Planning Region.

2. Responsibilities of Regional Planning Commission. The Regional Planning Commission shall be responsible, in cooperation with the state and other governmental agencies, for carrying out necessary continuing, cooperative, and comprehensive transportation planning for the Intermountain Transportation Planning Region; for creating, amending, and updating Regional Transportation Plans pursuant to all applicable federal and state laws and rules or regulations including public participation provisions; for recommending the priority for any transportation improvements planned for the region; for abiding by the Regional Planning Commission Bylaws and for participating in the State Transportation Improvement Program development process. The Regional Planning Commission shall keep records of its resolutions, transactions, contractual undertakings, findings, and determinations, which shall be public records.

3. Chairperson and Officers. The Regional Planning Commission shall elect its Chairperson and Vice Chairperson, whose terms shall be two years, with eligibility for reelection. The Chairperson, or the Vice Chairperson, shall be the representative of the Intermountain Transportation Planning Region on the State Transportation Advisory Committee (STAC).

4. Contracting. The Regional Planning Commission may, with the consent of the parties to this Agreement, contract the services of other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by the Regional Planning Commission under this Agreement.

5. Distribution of state or federal funds. The Regional Planning Commission may, through contracts or Memoranda of Agreement, receive and expend state or federal funds designated for regional transportation planning.

6. Meetings must be held at least quarterly and shall be open to the public. Notice of the meeting shall be provided to its members and Contact List and posted on the TPR website no less than one week prior to the meeting. If the meeting provides a virtual option, the meeting link will be included in the public notice.

7. Quorum and Voting. Each member is entitled to one vote, either in person or via email. A quorum is required and shall be as determined by the Bylaws of the Commission.

8. Meeting Minutes and Agendas. The Commission is responsible for recording minutes of its meetings and posting them publicly on its website. The Commission's Administrator and Chairperson are responsible for creating the meeting agenda. The meeting agenda shall be posted on the Commission's website and distributed to members and interested parties on its TPR Contact List.

9. Terms of this Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement consider necessary to complete and maintain Regional Transportation Plans for the Intermountain Transportation Planning Region and for periodic updates or amendments as may be required. Any party to this Agreement may, however, terminate its participation in this Agreement 60 days after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.

10. Modification and Changes. The terms of this Agreement may be modified at any time by agreement of all parties to this Agreement.

CERTIFICATE OF PARTICIPATION

IN THE INTERGOVERNMENTAL AGREEMENT FOR
A REGIONAL PLANNING COMMISSION FOR TRANSPORTATION PLANNING

Intermountain Transportation Planning Region (IMTPR)

THIS is to certify that THE CITY OF RIFLE has agreed to participate in this Intergovernmental Agreement for the Intermountain Regional Planning Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above on page 1.

[Sean Strode, Mayor] [CITY OF RIFLE]

ATTEST:

Date:

[Alexis Ramirez, City Clerk]

Seal:

Date:

Intermountain Regional Planning Commission (RPC), representing the Intermountain Transportation Planning Region (IMTPR)

Regional Planning Commission Bylaws

April 18, 2025

Article I. Name

The name of this organization shall be the **Intermountain Regional Planning Commission (IMRPC).**

Article II. Organization

The Commission shall be governed by the Intermountain Regional Planning Commission (IMRPC) Intergovernmental Agreement (IGA), the policies and guidelines set forth in these bylaws, and all applicable state and federal laws and regulations. The area served by the Commission is the Intermountain Transportation Planning Region (IMTPR), as designated by the Colorado Department of Transportation (CDOT) in Planning Rules (2 CCR 601-22).

The Intermountain Transportation Planning Region (IMTPR) is the geographic area, which is governed by the Intermountain Regional Planning Council (IMRPC). The IMRPC is made up of various elected/appointed officials and/or staff from each city, town, county, and statutory Regional Transit Authority within the IMTPR.

Article III. Purpose

The Commission shall promote regional transportation planning, cooperation, and coordination among federal and state government, local or special-purpose governments, and transportation stakeholders within the IMTPR, and will:

A. Provide a forum to identify, study, and recommend solutions to IMTPR transportation concerns.
B. Develop and formalize policies involving IMTPR transportation planning and coordination of federal and state funding assistance.
C. Serve as a vehicle for the collection and exchange of transportation information and expertise.
D. Develop and approve IMTPR transportation plans in accordance with relevant federal, state, and local laws, regulations, and policies.
E. Encourage action and implementation of regional plans and policies for transportation improvement by local, state, and federal agencies.
F. Maintain an IMTPR Contact List that includes IMRPC members, all general and relevant special-purpose local governments, and private or public organizations and individuals with an expressed or implied stakeholder interest in transportation planning.

Article IV. Membership

A. The members of the Commission shall include the Colorado Department of Transportation (as a nonvoting member), each statutory Regional Transit Authority within the IMTPR, and those county and municipal governmental entities located within the IMTPR boundaries that have completed an IGA Certificate of Participation, which include:

   a. Town
   b. City
   c. County

B. The Commission may impose conditions upon such membership as it deems necessary to preserve the structure and integrity of the Commission, including, but not limited to requiring financial support for its continued operation.
C. Any member may withdraw from the Commission upon giving not less than 60 days' advance written notice. Such notice shall be delivered to the Chair of the Commission. No such withdrawal shall serve to excuse the payment of any sums or performance of any obligations agreed to be paid or performed prior to the giving of such notice, or the payment of any sums for services performed during the 60-day period of notice.

Article V. Representation

A. The business of the Commission shall be conducted by representatives of its members, determined as follows:
   a. One (1) representative or a designated alternate, respectively, of each county and each municipal member, and each statutory Regional Transit Authority within the IMTPR. The Governing body of any member organization may appoint, at their discretion, voting and alternate voting representatives to the Commission. Members shall appoint representatives from their governing bodies or from staff.
   b. The Regional Transportation Director of CDOT Engineering Region 3, or their designee (a nonvoting member).
   c. Voting memberships may be granted to state or federal entities at the discretion of the Commission. Such membership shall not be conditioned upon contribution to the Commission and may be terminated by the Commission at its discretion.
B. Non-voting participation may be granted to any public or private entity involved in transportation [or air quality] with conditions for such participation to be determined by the Commission. The Commission may terminate such participation at its discretion.
C. Each representative serving on the Commission shall serve at the direction of the entity the member represents. Vacancies occurring on the Commission shall be filled in the same manner as is provided for in the original designations.

Article VI. Officers

A. The officers of the Commission shall consist of a Chair and a Vice Chair.
B. Each officer shall serve a term of two years. Nominations and elections shall be held at the first meeting of the calendar year on even years. There shall be no terms limits.
C. Vacancies in any office shall be filled by a regular vote of the Commission.
D. The duties of the officers shall be as follows:
   a. The Chair shall preside over all meetings of the Commission.
   b. The Vice Chair shall serve in the absence of the Chair and shall assist the Chair and perform such other duties as may be assigned by the Commission.
   c. The Chair will represent the Commission on the Statewide Transportation Advisory Committee (STAC) to review regional and statewide transportation plans, amendments, and updates, and to advise CDOT on the needs of transportation systems in Colorado. The Commission shall annually designate the Vice Chair to represent the Commission in the event the Chair cannot attend a STAC meeting.

Article VII. Meetings, Voting, and Quorum

A. The Commission shall meet on at least a quarterly basis, at a time and place set forth in the minutes and posted on the IMTPR website, in accordance with The Colorado Open Records Act, (CORA) C.R.S. § 24-72-201 to 206.
B. The Chair may call a special meeting outside of the regular meeting schedule with 72 hours' notice provided to the Commission and the public.
C. All meetings of the Commission and its committees are open to the public. The public is welcome at meetings and may express their opinions at such times as designated by the agenda or when recognized by the Chair. All meetings are subject to the Colorado Open Records Act, (CORA) C.R.S. § 24-72-201 to 206.
D. Each Commission member jurisdiction shall carry one (1) vote, either in person or virtually.
E. 50 percent plus one voting member of the IMRPC membership must be present to constitute a quorum to conduct official business. No proxies are allowed.
F. In a situation where an IMRPC decision is desired on a letter of support, convening of a special meeting, and/or items of a similar action, the decision-making process may be conducted through an email among all voting members determine if there is any opposition to the proposed direction. If there is opposition, the issue must be brought to an advertised meeting for formal consideration. If no opposition by the Commission is communicated within 2 business days, the proposed direction will be deemed approved.

Article VII. Committees

The Commission may establish working committees as necessary and shall provide for the appointment of the membership of said memberships.

Article IX. Administration and Finance

The IMTPR Administrator shall provide administrative support for the Commission's business and its duties as Administrator are as outlined in an MOA executed by the Commission Chair. The Chair and the Commission Administrator shall be responsible for making meeting agendas and meeting minutes available to the public by posting them on the Commission website and making them available to CDOT for posting on CDOT's planning website. The agenda should include a set time to receive public comments. Any public comments made will be recorded and posted on the IMTPR website.

Article X. Conflicts of Interest

Whenever a member has cause to believe that a matter to be voted upon would involve the member in a conflict of interest, the member shall announce the conflict of interest and abstain from voting on such matter.

Article XI. Amendment

These Bylaws may be amended by an affirmative vote of a two-thirds majority of the representatives present and vote according to the vote system described in Article V at any regular meeting of the Commission, provided at least 30 days' written notice of the proposed amendment has been provided to the members.

CITY OF RIFLE, COLORADO
RESOLUTION NO. 8
SERIES OF 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE AS A MEMBER AND PARTY TO THE INTERMOUNTAIN REGIONAL PLANNING COMMISSION FOR THE INTERMOUNTAIN TRANSPORTATION PLANNING REGION OF COLORADO.

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

WHEREAS, C.R.S. § 29-1-201, et seq. authorizes and encourages local governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, C.R.S. § 43-1-1101. recognizes Regional Planning Commissions as the proper forum for transportation planning; and

WHEREAS, C.R.S. § 43-1-1102(5) requires that Regional Planning Commissions formed for the purpose of transportation planning must be formed pursuant to C.R.S. § 30-28-105 C.R.S.; and

WHEREAS, the Intermountain Transportation Planning Region (the "IMTPR"), consisting of the areas within the counties of Eagle, Garfield, Lake, Pitkin, and Summit was designated in the Rules Governing Statewide Transportation Planning Process and Transportation Planning Regions (2 CCR 601-22) as adopted by the Transportation Commission of Colorado and effective April 19, 2024; and

WHEREAS, the City Council wishes to enter into a joint Intergovernmental Agreement (the "Agreement") with other parties of the IMTPR of the State of Colorado and wishes to participate as a member of the Intermountain Regional Planning Commission (the "Commission") and the parties to the Agreement desire to cooperate in developing and maintaining a long range Regional Transportation Plan, the purpose of which is to identify the mobility needs of the IMTPR, and prepare a plan for addressing the needs; and

WHEREAS, the City Council wishes to approve the Agreement and perform its obligations thereunder, and finds and determines that doing so is in the interest of the City.

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

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

2. The City Council hereby approves the Agreement in substantially the same form as enclosed as Exhibit A, as determined to be satisfactory to the City Attorney, and authorizes the Mayor or City Manager to sign the Agreement. All actions heretofore taken by the City Manager, and the other officers, employees, and agents of the City in connection with the subject matter of this Resolution are hereby ratified, approved, and confirmed in all respects. Further, the City Council authorizes and directs the City Manager to take such steps as are necessary to implement this Resolution and the Agreement

3. The City Council hereby appoints the City Planning Director as the City representative and voting member of the Commission, as provided for in the Agreement.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19th day of March 2025 and is effective immediately.

CITY OF RIFLE, COLORADO

By ______________________________
Mayor

ATTEST:

____
City Clerk

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #8.h.

Agenda Item Name:
Consider Letter to the State of Colorado Regarding Transfers of Local Government Severance Tax Funds to the State General Fund

Presenter:
Patrick Waller, City Manager

Item Description:
Letter

Recommended Action:
Move to approve sending the letter to state representatives regarding the transfer of local government severance tax funds to the state general fund.

Fiscal Impact:
A number of City of Rifle capital projects have been supported by Energy Impact Assistance Fund (EIAF) grants. The direct distribution of funding that the city receives is an important revenue source for the City.

Operational Impact:
The City's capital projects rely significantly on EIAF funding. The direct distribution is an important part of the City's revenue stream.

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
The Local Government Severance Tax Fund was established to support communities impacted by resource extraction activities, including oil and gas development. A portion of the severance tax fund has historically been used to fund the Energy Impact Assistance Funds grants administered by the Department of Local Affairs. These grants have been used to fund significant City of RIfle capital projects including the Railroad 5th - 9th project ($1,000,000), the 5th and Ute project ($200,000), and a $2,000,000 contribution to the Water Plant construction.

The State of Colorado has begun to regularly transfer money from the Local Government Severance Tax Funds to address budget shortfalls in the State general fund, which will result in a decrease in funding for EIAF grants. The transfer of this money to the state's general fund would have an outsized impact on future capital construction projects in the City.

This letter is addressed to our local statehouse representatives to identify the important role that EIAF grants play in the City of Rifle's capital construction projects.

Notification Requirements:
No additional notice required.

Prepared By:
Patrick Waller, City Manager

Attachments:
1. Severance Tax Funding Letter

March 13, 2025

The Honorable Marc Catlin
State Senator

The Honorable Elizabeth Velasco
State Representative

Subject: Concerns on the transfers of Local Government Severance Tax Funds and the impacts to the Department of Local Affairs Energy/Mineral Impact Assistance Fund

Dear Senator Catlin and Representative Velasco:

I am writing on behalf of the City of Rifle to express concern over the state's practice of diverting Local Government Severance Tax Funds to address budget shortfalls at the expense of the Department of Local Affairs (DOLA)'s Energy/Mineral Impact Assistance Fund (EIAF). The Local Government Severance Tax Fund was established to support communities impacted by resource extraction activities, such as mining, oil, and gas development, by providing financial assistance to build badly needed infrastructure, improve public safety, and strengthen resiliency.

The state transferred $25 million from the Local Government Severance Fund to the General Fund in FY 2024-25 and is on track to transfer additional funds in FY 2025-2026. These transfers are in addition to a statewide request to sweep interest revenue that is not TABOR exempt from select cash funds at year end. According to the latest estimates provided by the Governor's Office on January 2, 2025, this reallocation would reduce the Local Government Severance Tax Fund by $9.1 million for FY2024-25 and $6.3 million for FY 2025-26 to the Local Government Severance Tax Fund. All together, these transfers add up to $65.4 million in just two years. These diversions undermine the original intent of the Local Government Severance Tax revenues and compromise the ability of local governments to address critical needs and support sustainable growth.

While we understand that the General Assembly has reduced or eliminated funds available for DOLA EIAF grants based on the needs of the General Fund in the past, we are concerned with the magnitude of these transfers and fear that DOLA will be unable to continue to provide meaningful assistance to communities going forward. This will have real impact on our efforts to revitalize our communities and provide safe and resilient infrastructure, while reducing greenhouse gases. Without this funding, we would have been unable to move forward with the following projects:

- Railroad Avenue Rehabilitation and Water Line Improvements - $1,000,000. This grant supported the rebuild of a portion of Railroad Avenue (the main street through Rifle) including significant pedestrian improvements and helped the City replace the waterline that provided service to the local Middle School .

- 5th and Ute Pedestrian and Water Line Improvements - $200,000. This project will be completed in the summer of 2025 and supports the rebuild of a water line that services the senior care center, and local veterans home. The project will also help fill-in sidewalk gaps in the adjoining residential neighborhood.

The City of Rifle is currently in the process of applying for EIAF funding to support our Penwell Transmission Line Project. This project will replace the most important water transmission in the city as the existing pipe has been significantly corroded. The estimated cost for the project is $9 million. This is a substantial impact to the budget of a municipality the size of Rifle and the city is hoping to offset some of this impact to our ratepayers through the support of EIAF funding.

These limited dollars are even more important now due to the uncertainty of federal funding moving forward.

We would be grateful if you could help communicate to Governor Polis and the Joint Budget Committee the importance of these local funds to our community and respectfully request that you help protect DOLA EIAF grant funding from additional diversions of Local Government Severance Tax Revenues through the current and future budget processes.

Thank you for your continued leadership and support.

Sincerely,

Sean Strode, Mayor

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: March 19, 2025

Agenda Item #9.a.

Agenda Item Name:
Report to City Manager

Presenter:
Patrick Waller, 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
3/14/2025

Notification Requirements:
None

Prepared By:
Angeliqua York, Executive Assistant

Attachments:
1. Report to City Manager
2. Rifle Police Department Report to City Manager

WORK REPORT TO CITY MANAGER

03.14.2025

PIO

- Continuing updates on website and social media on local issues and citizen concerns.

COURT

- Handled 63 adult cases and 17 juvenile cases on March 5 court day.
- Held 04 telephone hearings with inmates in custody.
- Judge Zerbi went down to the legislature to give testimony regarding HB25-1147, Fairness and Transparency in Municipal Court. This bill would mandate that municipal sentences match state penalties, require that all court proceedings be livestreamed and require the physical presence of defense attorneys at first appearances. The former is already being argued in the Colorado Supreme Court and the latter two would impose an undue hardship on smaller, rural courts. Judge Zerbi reported that 60 people showed up to testify and that he was only given two minutes and didn't speak until 7:30 at night. He said that he definitely got the impression that it was already a done deal before anyone started speaking. He was disappointed that one of the co-sponsors of the bill was our own representative, Elizabeth Velasco. It passed through the judiciary committee on a vote of 6-5. We will continue to fight this bill as it moves through the process.
- We drafted a statement and sent statistics in opposition to another bill which would require PR (personal recognizance) bonds on most cases. The letter basically outlined the low efficacy rates of this type of release.
- The case of the code enforcement violations on Garden Lane reached a final restitution determination of $24,582.34. The defendant is deciding whether to set up a payment plan or just allow a lein to be placed on the property.
- The code violations at 355 Will concluded with a guilty plea to five counts and a $10,000 fine, due within 90 days.
- New charges have been filed against the owner of 695 Aspen. The next hearing on the case is March 19.

PUBLIC WORKS

- Hiring a Fleet Administrator
- Performing Fleet related administrative tasks
- On-going AutoCAD work for Rifle Specifications Manual and American Legion Veteran's Memorial; Asset Mgmt. administration.
- Limble data acquisition
- Coordinating purchasing of various Operations & Maintenance equipment

Fleet

- Normal fleet maintenance operations.
- Determination of Unit 1311 engine issues: motor has serious damage; its fate TBD
- Project car: 4V11, 2011 Ford Fusion – steering rack replacement; parts received; 30% work complete – mid-week of March 10
- Hydraulic issues with grapple bucket on Bobcat track-steer
- Received new Utilities Jet trailer (March 11)

Operations & Maintenance

- Infrared patcher: working on various sites throughout the city while proving methods, procedures and the machine itself.
- Placement of sidewalk at Davidson Park: complete except for asphalt replacement
- Crack seal at the EIC ahead of Habitat for Humanity construction.
- Snowplow operations and street deicing, as necessary
- Detention pond at 1363 Anvil View Ave cleanup and construction of new access

Looking Ahead

- Parking garage deck caulking and sealing; this will have ramifications to deck utilization.
- Placement of sidewalk along Acacia (adjacent to Wamsley Elementary) – currently in the planning stages
- Cleaning of Storm Drain at Centennial and Railroad Ave

WORK REPORT TO CITY MANAGER
(03-19-2025)

POLICE

- RPD officers issued a total of 168 citations in February. Of those citations, officers initiated 212 traffic contacts yielding 109 traffic citations.
- Officers responded to 1104 calls for service in February, yielding 56 cases requiring follow-up and additional investigation.
- Officers made 34 arrests in February.

Comparison

Activity	Feb - '25	Jan - '25	Diff.	Feb - '24	Diff.
Cases	56	68	-12	63	-7
Incidents	1104	1148	-44	1206	-102
Tickets	168	137	31	264	-96
Traffic Stops	227	149	78	183	44
Traffic Violations	109	63	46	81	28
Arrests	34	47	-13	45	-11

This is an overview of the types of traffic citations issued in February.

Charged Traffic Offenses	Count
careless driving	5
Certain Materials Prohibited	2
Compulsory Insurance (not in possession)	1
Compulsory Insurance (Owner operated/permitted use without)	1
Displayed expired number plates	10
Driving under restraint	6
DRIVING W/REVOKED LICENSE-AGG (TRAF)	1
Drove vehicle while license under restraint (suspended/revoked/denied)	2
Drove vehicle while under the influence of alcohol or drugs	5
Drove Vehicle without valid drivers license	4
Drove vehicle without valid drivers license (Resident more than 30 days)	2
Duty to Report Accident	1
Entering Through Highway - Stop Intersection (failed to stop/yield)	3
Entering Through Highway (stop sign)	2
Expired License Plates	1
Failed to display valid registration	3
Failed to obtain registration within 60 days of purchase of vehicle	1
Failed to Present Evidence of Insurance upon Request	12
Failed to provide proof of insurance	7
Failed to stop/yield at stop sign	1
Head Lamps on Motor Vehicles (Motor vehicle Improper headlights)	1

Limitations on Backing (unsafe backing public or private property)	3
Operation on approach of emergency vehicles	1
Operator's license required	15
Safet Belt System - Mandatory Use	1
Speed Limits (too fast for conditions/special hazards)	1
Speeding	6
Tail Lamps and Reflectors (defective, improper, none)	1
Tail Lamps and Reflectors (No license plate light)	1
Vehicle Entering Roadway	1
Vehicle had no number plates attached	3
Violated restrictions on temporary instruction permit	1
Windows Unobstructed - certain materials prohibited (windows obstructed, dark tinted, other requirements)	4
Grand Total	**109**

Records

Who is requesting records ?

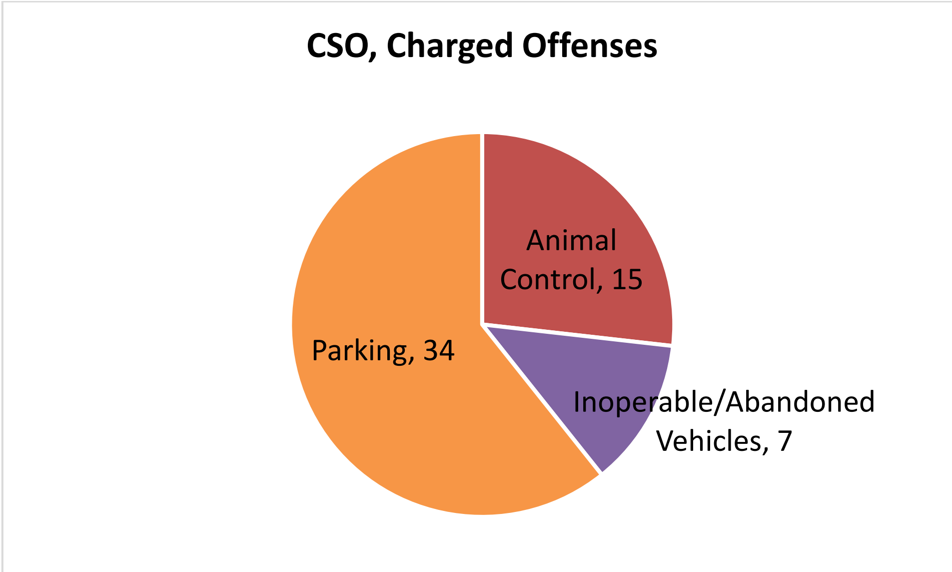
RECORDS

Requestor	Count
DA's Office	35
City Prosecutor	0
Citizen	11
Other LE Agency	8
DHS	3
CBI	0
Insurance	4
Total	**61**

<u>Code Compliance</u>

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

- CSOs responded to 83 calls for service in February.
- These are the types of calls our CSOs issued citations for:



CSO, Charged Offenses	Count
Animals Running At Large (failed to physically restrain)	4
Care and Treatment (Cruelty to animals)	1
Chicken Regulations (Type permitted)	1
Disturbance (allow animal to disturb)	3
Dog Licensing (Failed to obtain or exhibit)	2
Expired License Plates	5
Inoperable Vehicles Prohibited (leave on any public property...1st violation w/in 12 months)	2
Parking in excess of 72 hrs (vehicle, unattached trailer, recreational vehicle)	9
Prohibited by Sign	1
Rabies Control (Proof of vaccination required)	2
Recreational Vehicle Parked in Excess of 72 hrs	1
Removal of Animal Excrement; damage to property (fail to promptly remove; properly dispose of)	1
Stopping, Standing, or Parking Prohibited (Prohibited by sign any street, alley, parking lot, any place in city)	23
Vicious Animals & Potentially Dangerous Animals Prohibited (unlawful possession - potentially dangerous)	1
Grand Total	**56**