



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

April 2, 2025
7:00 PM
202 Railroad Avenue, Rifle, CO

5:30 PM - Workshop Meeting

Discussion and Review

- a. Discussion on 2025 Employee Compensation Study
- b. Safe Streets for All Safety Action Plan
- c. Third Thursday Events Update

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 19, 2025 Regular Meeting
 - 5.b. Consider Approving the Purchase of Pool Chemicals
 - 5.c. 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 - 2nd Reading
 - 5.d. Consider Planning Commission Board Reappointments
- 6. **Action, if any, on Workshop Items**
- 7. **Regular Agenda**
 - 7.a. Consider Purchase of Replacement Network Equipment

- 7.b. Consider Purchase of New and Replacement Access Control Hardware
- 7.c. Consider Approval of Xcel Energy Easement Request
- 7.d. Consider the City of Rifle Parks and Facilities Naming Policy - Resolution No. 9 Series of 2025
- 7.e. Consider Approval of Purchase of a Ventrac Tractor and Attachments for the Parks Department
- 7.f. Consider Report of Changes for City of Rifle dba Ute Theater and Events Center
- 7.g. Consider Offer for Dogwood Property Purchase

8. Administrative Reports

- 8.a. Report to City Manager

9. Comments from Mayor and Council

10. Adjournment

ACCESSIBILITY STATEMENT

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



Agenda Item #a.

Agenda Item Name:

Discussion on 2025 Employee Compensation Study

Presenter:

Danielle Hogan, HR Director

Item Description:

Workshop Presentation

Recommended Action:

No Action on Workshop Items

Fiscal Impact:

The City of Rifle reviews our compensation plan every three years to make sure we are competitive in employee compensation. This study will help Rifle City Council make decisions on step-increases and cost of living adjustments for the 2026 budget.

Operational Impact:

The HR department works closely with the consultant for the duration of the study.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Graves Consulting will present an overview of the 2025 City of Rifle employee compensation study process.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, City Manager

Attachments:

None



Agenda Item #b.

Agenda Item Name:

Safe Streets for All Safety Action Plan

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Present Draft Safe Streets for All Safety Action Plan

Recommended Action:

N/A

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

This has been an ongoing plan that will be on the regular agenda at the April 16th regular council meeting.

Executive Summary:

The Safe Streets for All Action Plan – commonly known as SS4A – is funded by U.S. Department of Transportation’s Safe Streets and Roads for All grant program. The City of Rifle was awarded a Planning and Demonstration SS4A grant in Fiscal Year 2023 to develop this plan. This plan will focus on transportation safety in and around the city limits (hereafter, the “study area”). Safety across this network is impacted by multiple overlapping topics including demographics, land use, and transportation.

Notification Requirements:

N/A

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

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THE CITY OF RIFLE SS4A PLAN

DECEMBER 2024

Existing Conditions Report



The City of
Rifle, COLORADO

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Introduction

The Safe Streets for All Action Plan – commonly known as SS4A – is funded by U.S. Department of Transportation’s Safe Streets and Roads for All grant program. The City of Rifle was awarded a Planning and Demonstration SS4A grant in Fiscal Year 2023 to develop this plan. This plan will focus on transportation safety in and around the city limits (hereafter, the “study area”). Safety across this network is impacted by multiple overlapping topics including demographics, land use, and transportation.

Objectives

The U.S. Department of Transportation’s (USDOT) priorities for the SS4A program are to:

- Promote safety to prevent death and serious injuries on public roadways
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies
- Demonstrate engagement with a variety of public and private stakeholders
- Align with the [USDOT] Department’s mission and Strategic Goals such as safety; climate change and sustainability; equity and Justice40; and workforce development, job quality, and wealth creation

Goals

Along with the objectives set by the USDOT, the project's steering committee set local context-sensitive goals for the safety action plan. These goals were affirmed by feedback collected at the community open house described later in the Community Engagement section:

1. The action plan should be a living document that can be updated and revisited.
2. The action plan should identify projects, strategies, and policies that reduce crashes and prioritize vulnerable road users including young people, older people, pedestrians, and bicyclists.
3. The action plan should plan for and facilitate infrastructure and community connections.
4. The action plan should educate travelers on what is available and how to use it.
5. The action plan should include steps for the operation, maintenance, and eventual replacement for any planned facility.
6. The action plan should position Rifle to obtain future federal, state, and county funding.

Background

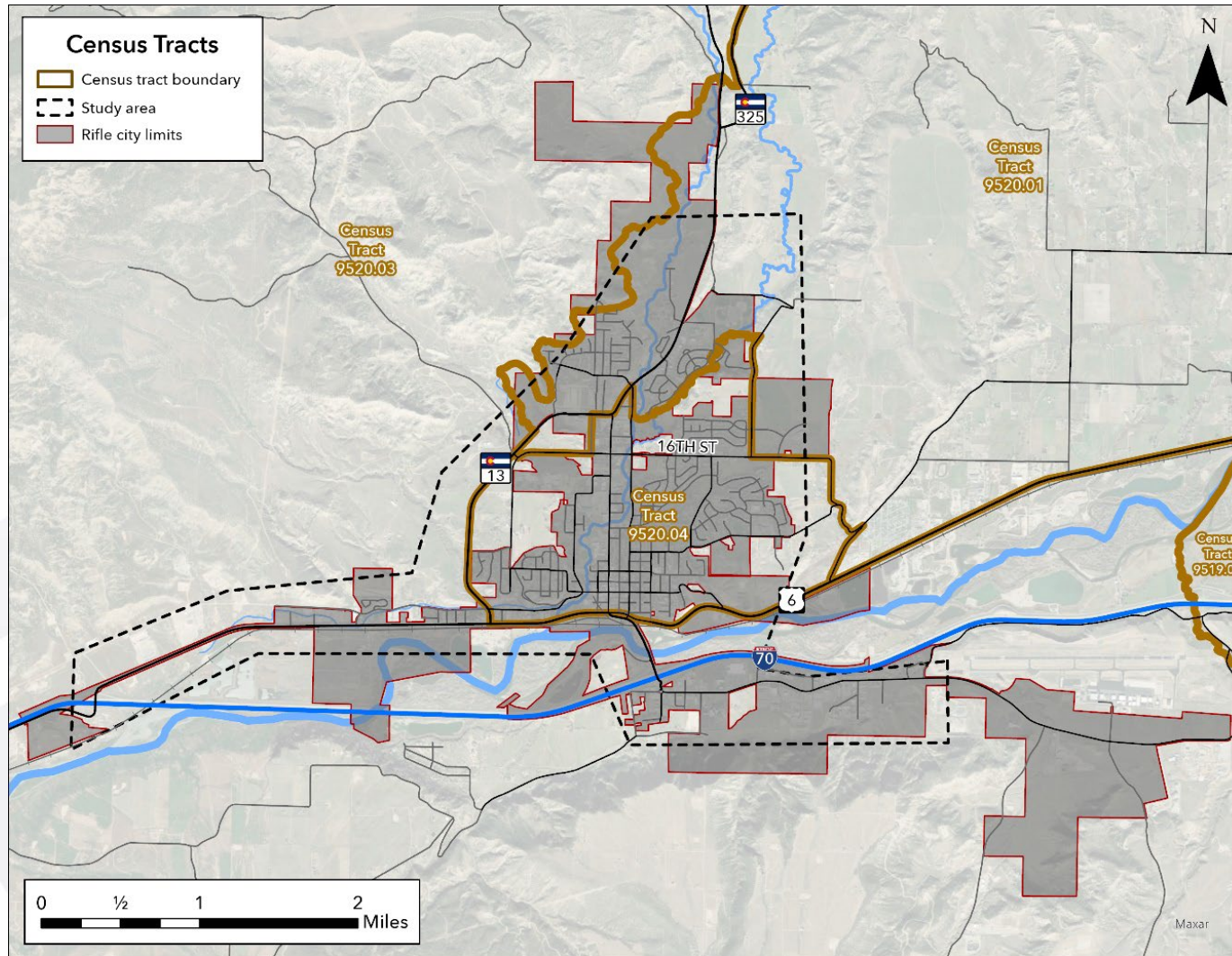
Study Area

For the purposes of this study, the safety action plan generally involves all roads within Rifle's municipal boundaries seen in Figure 1. This includes study elements such as the infrastructure inventory and crash data analysis. To accurately forecast or identify future needs, some study elements consider factors outside municipal limits. This includes the equity analysis and items in later reports like project identification and traffic forecasting.

Rifle does not directly border another incorporated town or city. Northwest of Rifle is the Hubbard Gulch Recreation Area managed by the Bureau of Land Management (BLM). South of Rifle is Grass Mesa also managed by the BLM.



Figure 1: Map of Rifle Study Area



Relevant City and County Documents

DOWNTOWN MASTER PLAN (2008)

Rifle's Downtown Master Plan, adopted in 2008, seeks to revitalize the city's downtown area and make it more attractive both to the thousands of new residents projected to call the city home in the decades to come and to the variety of travelers passing through on I-70. Several recommendations to achieve this goal deal with streetscapes and the transportation network. Notably, this plan calls for all streets to be friendlier to pedestrians and bicyclists through new sidewalks, roadway extensions to connect to the Rifle Creek Trail, and lower speed limits on high-traffic corridors. Because the plan also wants Downtown to be attractive to automobile travelers, it recommends on-street parking be maintained throughout the area.



BIKE MASTER PLAN (2013)

Rifle's Bike Master Plan states that "all streets, roads, and highways, except those where bicyclists are legally prohibited, should be designed and constructed under the assumption that they will be used by bicyclists". This includes every roadway within city limits except for I-70. The plan recommends roadways be improved through paved shoulders, bike lanes, sharrows, and climbing lanes. It also proposes several additions to the city's bicycle network, including roadway improvements and extensions of bicycle and multi-use trails.

DOWNTOWN TOD STRATEGIC PLAN (2014)

Rifle's Downtown Transit-Oriented Development (TOD) Strategic Plan builds on the Downtown Master Plan by recommending actions and policies to make Downtown Rifle a TOD hub. In addition to echoing the recommendations for improved pedestrian and bicycle infrastructure outlined in the Downtown Master Plan and the Bike Master Plan, the Downtown TOD Strategic Plan measures the possibilities for future transit service improvements in the city.

RIFLE COMPREHENSIVE PLAN (2019)

The 2019 Rifle Comprehensive Plan outlines sustainable growth principles for the future of the city. One of these principles is to "create high quality of life neighborhoods", which includes planning for connectivity, complete streets, and walkability. The transportation chapter of the plan focuses on several specific projects that the city should pursue to this effect.

GARFIELD COUNTY COMPREHENSIVE PLAN (2020)

Garfield County's Comprehensive Plan 2030, first adopted in 2010 and most recently updated in 2020, lists the following three transportation planning policies for the county:

1. Ensure that county roads are constructed and maintained on a safe and fiscally sustainable basis.
2. Support public transit services as well as alternative modes of transportation when and where feasible.
3. Explore options to address transportation and access issues.



Federal Policies and Concepts

SAFE SYSTEMS

A *Safe System* is one in which there are many safeguards in place to prevent fatalities or serious injury. It is the primary method for realizing Vision Zero, the goal of eliminating fatalities and serious injuries from the roadway system.

At its core, the Safe System approach emphasizes reducing the risk of fatal and serious injuries to road users, regardless of how they choose to get around. By focusing on eliminating death and injuries, the Safe System approach inherently places a priority on pedestrians and bicyclists who are at a higher risk of death and serious injury than a person driving or traveling in a vehicle.

The Safe System approach, as described by the Federal Highway Administration (FHWA), is built around six key principles:

- **Death and serious injury is unacceptable.** Ideally, all crashes would be prevented. But the Safe System approach prioritizes focusing on crashes that produce fatal and serious injuries.
- **Humans make mistakes.** Humans will continue to make mistakes and the transportation system must accommodate and prepare for these mistakes. Death or serious injury should not be the consequence of user errors.
- **Humans are vulnerable.** There are known physical limits to the amount of force the human body can withstand before serious injury. System planners, designers, and operators should therefore consider the physical limits of the human body in planning, designing, and maintaining roads and vehicles and in managing speeds.
- **Redundancy is critical.** All other parts of the transportation system need to be strengthened so that if one part fails, the others still protect road users.



- **Safety is proactive.** Identify and mitigate risks rather than react to crashes that have already occurred.
- **Responsibility is shared.** All stakeholders (road users, system managers, vehicle designers, etc.) must work together to prevent crashes leading to fatal or serious injuries.

The FHWA also describes the five elements of the Safe System approach, which together make up the actions agencies can take to eliminate fatal and serious injury crashes.

- **Safe Road Users:** Equally considering the safety of each mode of transportation, especially vulnerable road users like pedestrians and bicyclists.
- **Safe Vehicles:** Expanding the use of proven vehicle technologies and developing new ones can better protect those outside of vehicles.
- **Safe Speeds:** Lowering vehicle operating speeds can lower the severity of a crash.
- **Safe Roads:** Emphasizing the role of user expectations and considering the needs for all users throughout the network can lower the severity of crashes.
- **Post-Crash Care:** Improving emergency response times and agency coordination can improve outcomes for crash victims.



COMPLETE STREETS

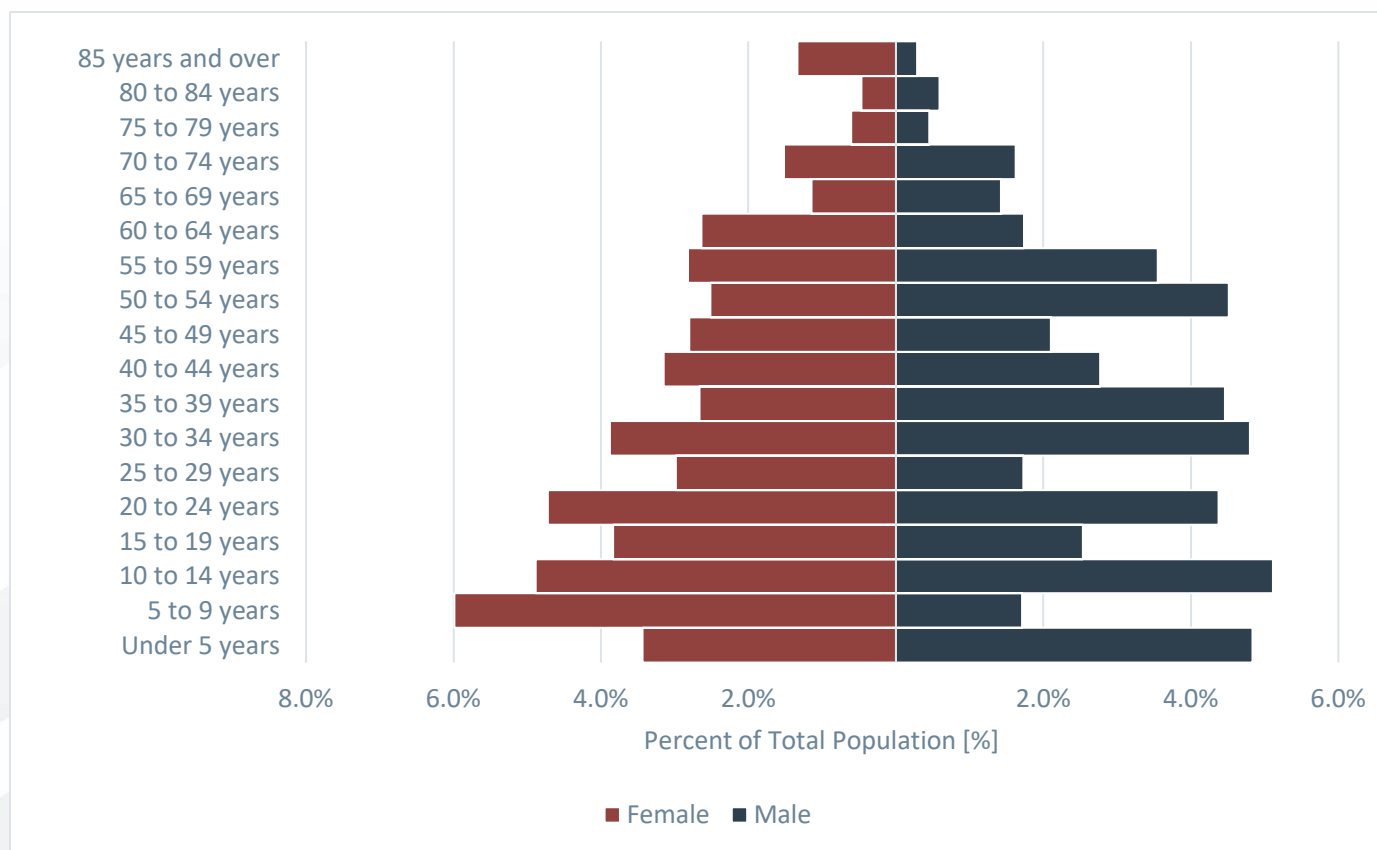
A Complete Street is safe, and feels safe, for everyone using the street. The Infrastructure Investment and Jobs Act (IIJA) defines Complete Streets standards or policies as those which “ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles”.

Building Complete Streets encompasses planning, designing, constructing, maintaining, and operating roadways and public rights-of-way with all users in mind to make the transportation network safer. In principle, Complete Streets are multimodal and provide safe access for all roadway users. In practice, it is not always possible to accommodate all modes in a single street due to right-of-way constraints, so a practical approach to Complete Streets also focuses broadly on building Complete Networks to provide connectivity for different modes of travel. Complete Networks may use parallel routes to facilitate access that variously prioritizes different modes throughout an area while ensuring the safety of all roadway users. Creating Complete Streets also requires safety data analysis and countermeasure identification and implementation.

Demographics

Rifle's total population reached 10,420 in 2022, near its all-time high of 10,437 in 2020, according to the U.S. Bureau of the Census. The Census counts and reports full-time residents; the population may be slightly higher at some times of the year due to seasonal residents. The age spread of Rifle residents skews younger than average for the region; the full breakdown is reflected in Figure 2. The median age among city residents is 32.1, well below the medians of both Garfield County (37.2) and the State of Colorado (37.3). Moreover, about 54.8% of Rifle residents are under age 35, while only 46.6% of County residents and 45.7% of all Coloradans are in that age cohort.

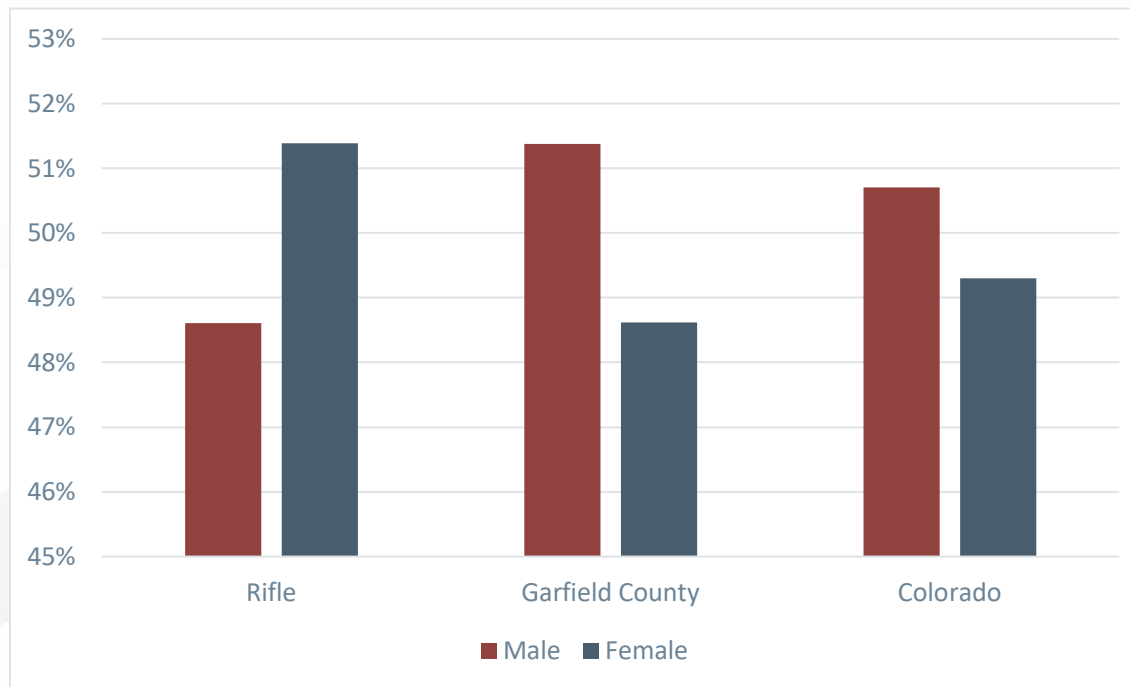
Figure 2: Population by age



Source: 2022 American Community Survey 5-Year Estimates. Table S0101.

The City's population is comprised of 5,355 female residents and 5,065 male residents. 51.4% of the total population is female, whereas in Garfield County 48.6% of residents are female and 51.4% male, and in the State of Colorado the spread is 49.3% female and 50.7% male residents.

Figure 3: Comparison of Residents by Gender.



Source: 2022 American Community Survey 5-Year Estimates. Table DP05.

The racial and ethnic makeup of Rifle is similar to the surrounding county and has been steady in recent years. The predominant racial group is White or Caucasian alone, at 77.2% of the city in 2022, followed by 15.1% of two or more races. The full racial and ethnic breakdown is listed in Table 1 below. This contrasts with Garfield County, where 65.4% of residents' race is White or Caucasian alone, 2.7% of two or more races, 0.9% Asian American, 0.5% Black or African American, and 0.3% American Indian or Alaska Native. 39.4% of City residents of any race identified as Hispanic or Latino/a in 2022, versus 29.5% of the Garfield County population and 21.7% of all Coloradans.

Table 1: Race and Ethnicity

Race	Percentage [%]
White	77.2%
Two or more races	15.1%
Asian American	0.6%
American Indian and Alaska Native	0.4%
Native Hawaiian and other Pacific Islander	0.4%
Black or African American	0.1%
Ethnicity	Percentage [%]
Hispanic or Latino	39.4%
Not Hispanic or Latino	60.6%

Source: 2022 American Community Survey 5-Year Estimates. Table DP05.

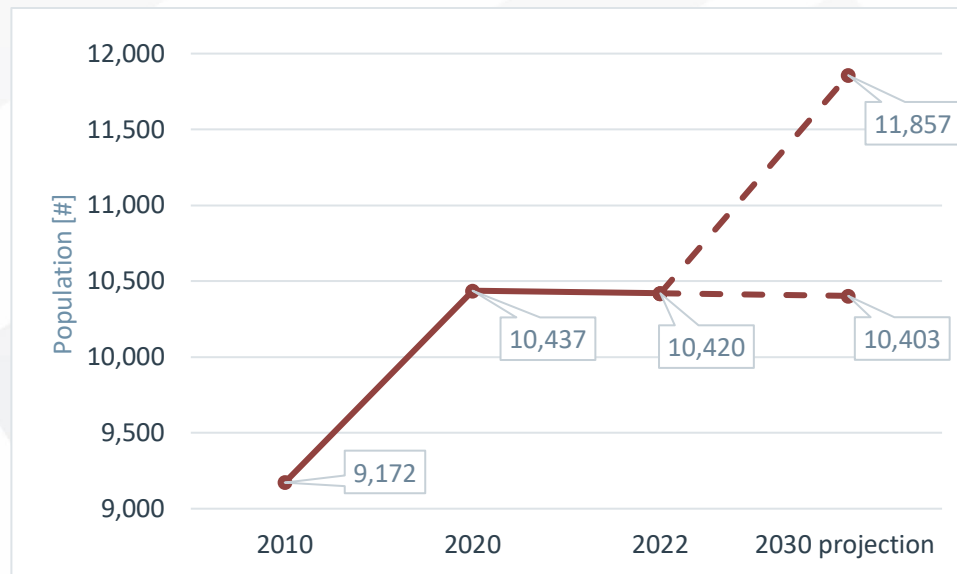
The median household income in Rifle is \$72,955, 13% below the Garfield County median of \$82,772 and about 20% below Colorado's statewide median of \$87,598.

The average household size is 2.88, above the statewide average of 2.42. The local school district, Garfield RE-2 Schools, has steady enrollment of nearly 5,000 pupils with a small decrease occurring over time. School enrollment is almost even over the last five years (2019-2020 to 2023-2024 school years), dipping by just 0.06% in that timeframe after a 3% drop in enrollment over the prior decade (2009-2010 to 2018-2019 school years). The state's public school student population has grown modestly faster in the same timeframes.

Trends

The City of Rifle's population has increased for most of the last fifteen years. The 2020 Decennial Census reported a 13.8% increase in population over the prior decade, reaching 10,437 from 9,172 people in 2010. That averages 1.4% annually, slightly outpacing Garfield County's annual growth rate of 1.1% in the same period but not reaching the statewide growth rate of 14.8%. More recently, the City's population growth leveled off, nominally decreasing to 10,420 in 2022. If the city resumes the growth rate evident in the 2010s, Rifle's population is expected to grow to 11,857 by 2030. On the other hand, if the small decreases continued, that figure would instead be 10,403, as noted in Figure 4.

Figure 4: Historical and Projected Population of Rifle



Source: 2022 American Community Survey 5-Year Estimates, Table DP05, 2010 and 2020 Decennial Census, Table P1.

Equity

Equity considerations play a crucial role in the development and implementation of safety action plans. It is essential to ensure that recommended safety measures and interventions are not only effective but also fair and just, without any form of discrimination or bias.

The federal government has promoted equity in multiple ways. This includes the USDOT's funding of SS4A plans, with the Justice40 Initiative, and through Executive Order 14096, in which the President directed a whole-of-government approach to seeking environmental justice and correcting inequities that have historically had negative impacts on human health and our environment. The goal of Justice40 is to ensure that communities that have traditionally been marginalized, underserved, and overburdened by pollution and transportation barriers, receive at least 40 percent of the benefits from Federal investments, of which USDOT-funded SS4A implementation projects are a part.

Moreover, equity-focused safety plans aim to reduce or eliminate disparities, identifying and correcting the root cause of these disparities. Acting in this way ensures that vulnerable or marginalized communities are not disproportionately affected by safety risks.

This approach – when combined with authentic community engagement – can foster trust within the community and make safety plans more effective by tailoring interventions to the specific needs of various groups. Furthermore, sustainable safety plans necessitate community support and involvement, making an equitable approach a key factor in ensuring long-term sustainability.

The goal would be substantial quality-of-life improvements to community members and travelers within Rifle. Enhanced mobility and diverse active transportation options will allow for freer movement throughout the city. According to the USDOT ETC Explorer, Rifle is in the 91st percentile nationally for experiencing transportation insecurity due to lack of transportation access.



According to the USDOT Equitable Transportation Community (ETC) Explorer, Rifle has one census tract in which persons are designated as underserved. The ETC indicates that the city is in 91st percentile for transportation insecurity based on transportation access (93rd percentile), followed by traffic safety (61st percentile), and transportation cost burden (46th percentile).

Equity considerations also may also drive innovation in safety planning, encouraging adaptations and solutions tailored to different contexts and needs. Ultimately, an equitable approach to safety promotes public health, economic well-being, human rights, and the overall well-being of Rifle. It recognizes that everyone has the right to live in a safe environment, and that the city government has a role in promoting this goal.



For the purposes of this Safety Action Plan, the process to identify disadvantaged and underserved populations aligns with the federal Justice40 initiative. The plan focuses on:

- **Historically Disadvantaged Communities:** A composite measure of census tracts where people experience disadvantages in six key categories: transportation access, health, environmental, economic, resilience, and equity. It is defined by the Justice40 Interim Guidance Addendum.
- **Areas of Persistent Poverty:** Areas characterized by a range of socioeconomic indicators such as low household income levels, high unemployment rates, limited access to quality education and healthcare, inadequate infrastructure, and lack of economic opportunities. These areas often experience ongoing cycles of economic hardship and face systematic barriers to upward mobility and prosperity. It is defined by the Federal Bipartisan Infrastructure Law.
- **Transportation Insecurity/Travel Barriers:** Census tracts with populations facing high barriers to travel and are unable to regularly and reliably satisfy the travel needed to meet day-to-day needs. This is defined by the Equitable Transportation Community (ETC) Explorer administered by USDOT.



The State of Colorado has additional programs that categorize disadvantaged and underserved populations for state programs and funds. For the context of the Safety Action Plan, these include:

- **Colorado EnviroScreen:** Administered by the Colorado Department of Public Health & Environment (CDPHE), the interactive environmental justice mapping tool identifies geographic areas that meet the definition of disproportionately impacted communities under Colorado law (House Bill 23-1233, C.R.S. § 24-4-109(2)(b)(II)) using information including population characteristics and environmental burdens.
- **State Revolving Fund:** Low-interest rate loans, administered by the CDPHE, the Colorado Department of Local Affairs, and Colorado Water Resources & Power Development Authority, given to communities to finance water, wastewater, and stormwater infrastructure. The fund measures communities' job, income, housing, and other socioeconomic information. In 2024, Rifle meets the program's "disadvantaged communities" benchmark (less than \$465,900) for median house value (\$323,700).

A detailed list of how each census tract(Figure 1) is considered "disadvantaged" for different federal or state metrics for the purposes of future grant funding is in Appendix A.

Commuters and Patterns

Commuting generates many of the trips supported by the transportation network. Just under 30% of all workers in Rifle businesses also live in the city; the remaining 70.8% commute from other areas. Similarly, 24.9% of all working people in Rifle have jobs in town; 75.1% commute to jobs in other communities, including the unincorporated parts of Garfield County.

Data to Inform Further Equity Analysis

Supplementing the designation of census tracts as underserved and federal definitions of equitable investment, the SS4A will utilize in-person open houses, pop-up events, and stakeholder committee meetings to inquire about the presence of inequities across Rifle. These qualitative touchpoints inform where and how the final SS4A plan recommends safety improvements.

Existing Transportation System

Land Use

The study area has a mixture of areas that are residential only, commercial only (primarily downtown), public facilities, and areas where all these uses appear together.

Commercial-only areas include both sides of Railroad Avenue, most land south of I-70, and the downtown blocks bounded by East and West Avenues and 4th Street. Mixed use areas include the remainder of downtown and the neighborhoods east and west of Railroad Avenue, as well as the area east of Mile Pond Road. The remaining areas are primarily residential.

Each of these areas attracts different types of users; public facilities generate many trips but are primarily used during business hours; commercial areas may have users all of the time, with heavier numbers on weekend days; residential areas tend to have lighter numbers of trips but they are spread out throughout the day and evening.



The 2019 Rifle Comprehensive Plan laid out priority growth areas, both within city limits and in the three-mile planning area. These could become up to 2,000 new residential units and significant new commercial development by 2040. Most of this, including 1,000 to 1,500 of the new homes, could be added via infill development.

Functional Classification and Jurisdiction

A total of 44 miles of centerline roads, meaning ignoring the number of vehicle lanes, are located within the city boundary. Of Rifle's 44 miles of roads, most are city-owned. State-owned roads within the study area are Interstate 70, US Highway 6, and Colorado Highway 13. Garfield County owns a few roads that reach into municipal boundaries, but none fully pass through. These include Fravert Reservoir Road, Ramsey Gulch Road, Rifle-Rulison Road, Rifle-Silt Road, and portions of Prefontaine Avenue, Dokes Lane, Silt Mesa Road, Graham Road (north and south), Wilson Lane, Airport Road, 2nd Street, and Swallow Lane. See Figure 5 for more information on roadway jurisdiction within the study area.

The road network is made up of six road types:

- **Interstate:** Limited access highway designed to carry traffic over long distances, designated as the highest-level principal arterial. Example: Interstate 70
- **Other Principal Arterials:** Designed to carry traffic over long distances but may have some direct access. Example: Highway 13
- **Minor Arterials:** Designed for
- **Major Collectors:** Designed for travel from community to community, may have multiple lanes and fixed-transit stops. Example: Whitewater Avenue
- **Minor Collectors:** Designed to connect between neighborhoods and to smaller business areas. Also provides connections to larger roads in the road network. May have mix of residential and other road accesses. Example: Morrow Drive
- **Local Roads:** Designed to serve local traffic with short routes and multiple many driveways or accesses; not designed for through traffic. Example: Evergreen Drive

See Figure 6 for more information on roadway classification within the study area.

Figure 5: Roadway Jurisdiction in Rifle

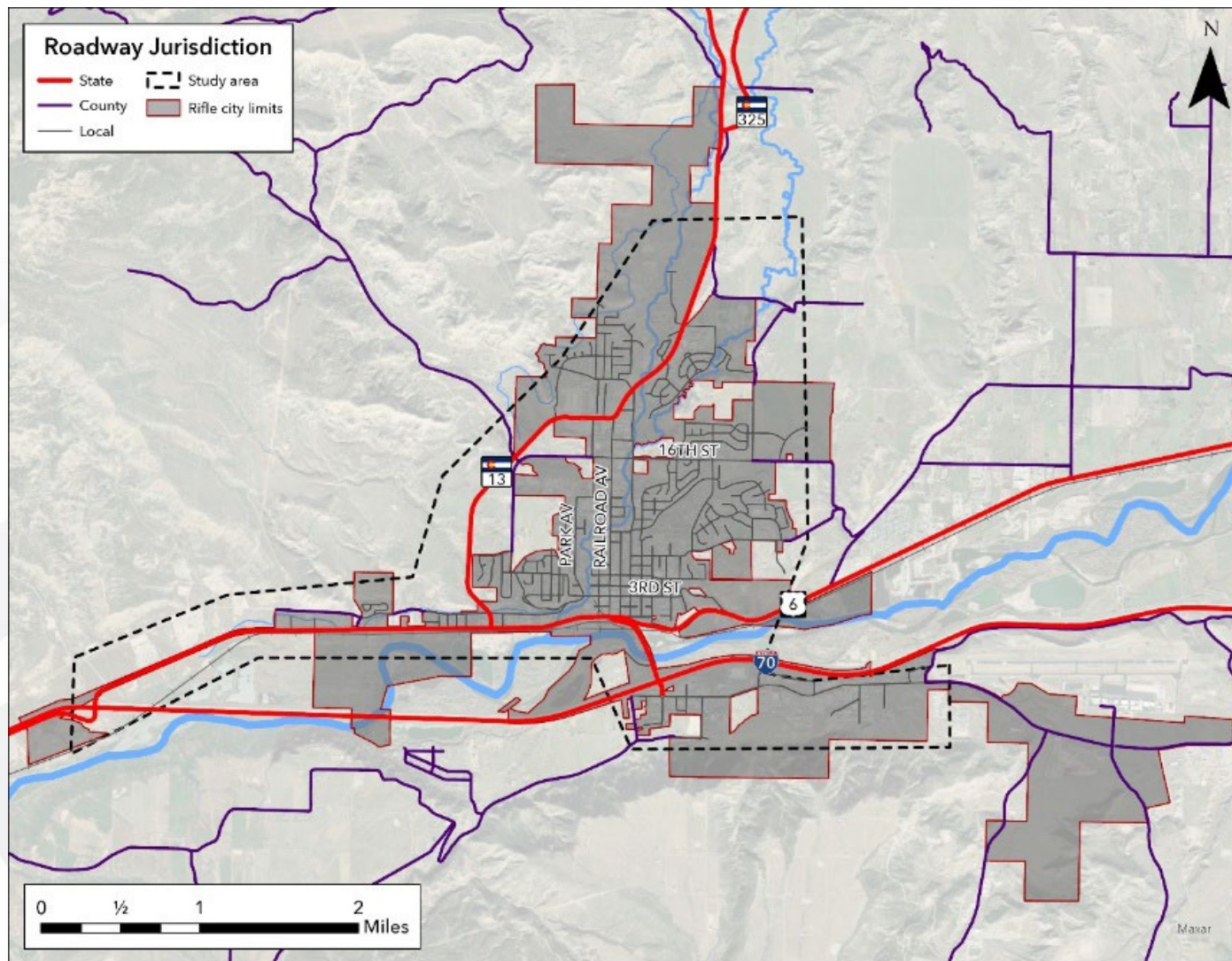
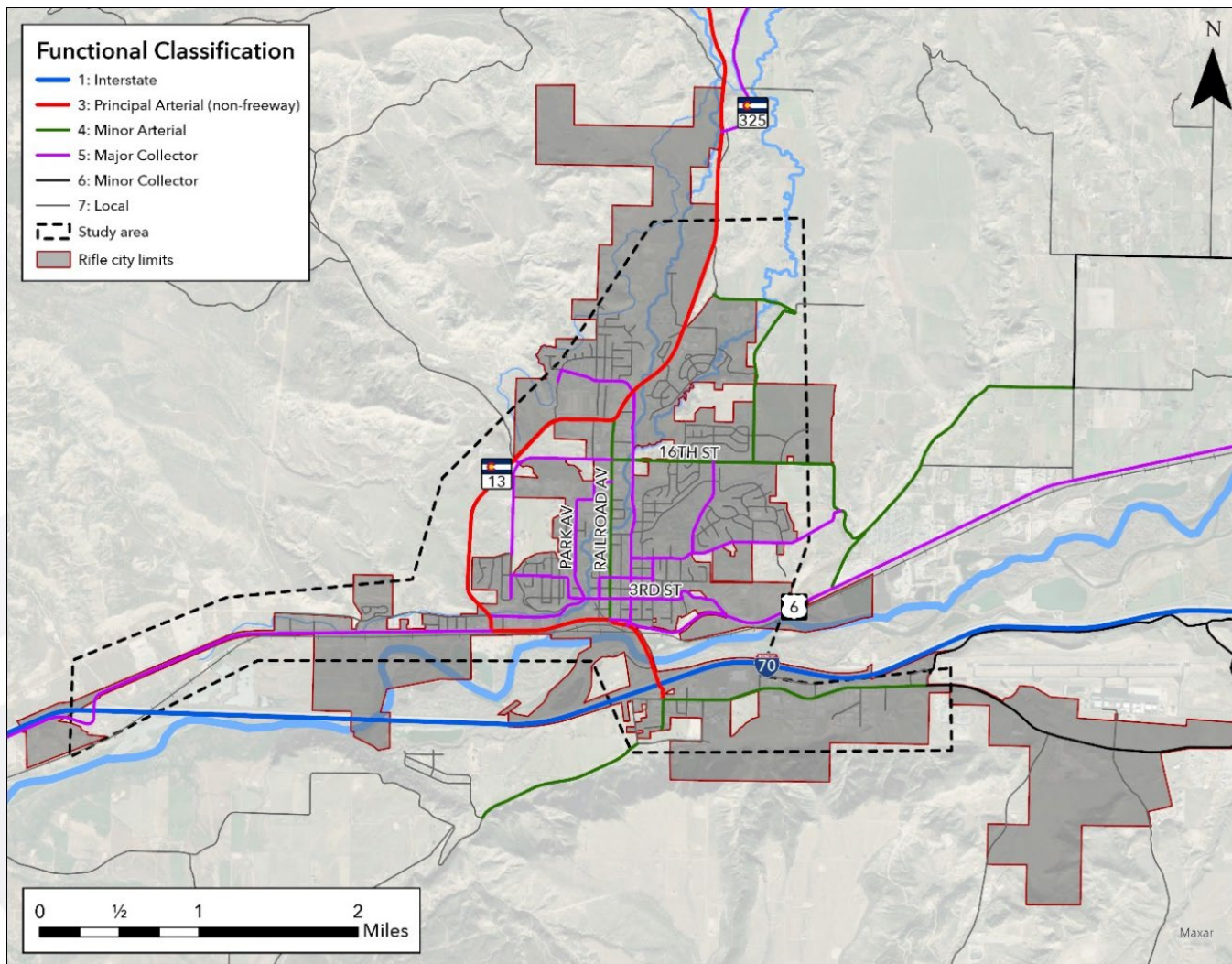


Figure 6: Roadway Functional Classification in Rifle

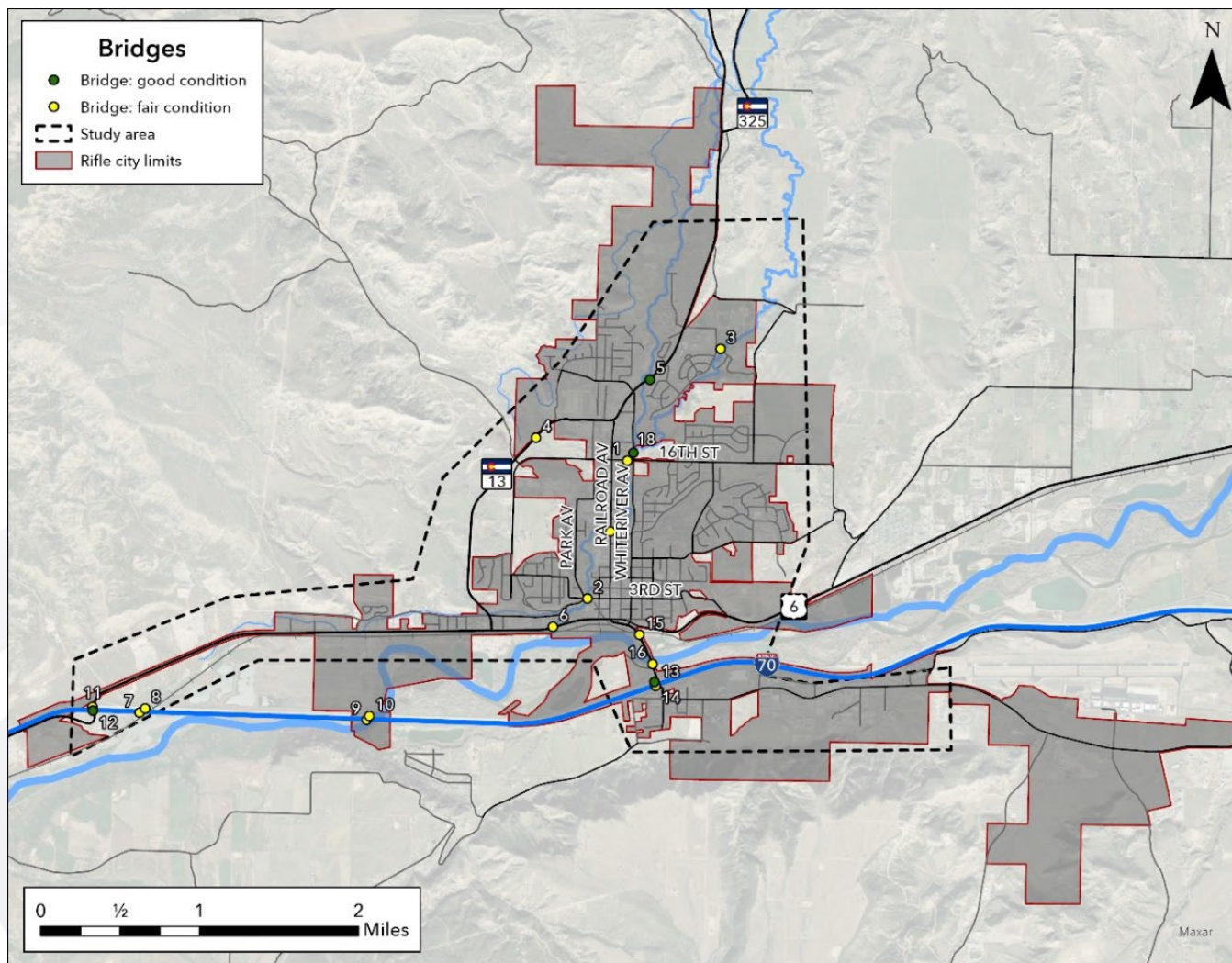




Bridges

Keeping bridges in good condition can be a challenging and expensive part of transportation network maintenance; they can be chokepoints as they represent limited crossing over bodies of water or other roadways. Within the study area, the National Bridge Inventory indicates that 18 bridges are in the study area. See Figure 7 for the relative location and condition of each bridge. Of Rifle's bridges, four bridges are in good condition and fourteen are in fair condition which means none are in poor condition. For more information on bridge condition, see Table 13 in Appendix A

Figure 7: Bridge Location and Condition in Rifle



Natural Features

The natural, unimproved areas of Rifle offer multiple assets to the community, including habitat for plants and animals, cooling and absorption, and human connection to nature. Existing vegetation also provides natural filtration and buffer from the river and creeks. Floodplain maps, provided by FEMA, are available in Appendix C.



Transportation System Inventory

TRAFFIC VOLUMES

KLJ collected traffic volume data for the study area using StreetLight Data, averaging from June to August 2022. Traffic volumes from the highest volume month were used for the base volumes seen in this study. Peak volumes at each intersection are used to provide a conservative analysis of the roadway network and seasonal adjustment factors were not needed for the study. The AM peak was observed to be from 7–8 a.m., and the PM peak was observed to be from 5–6 p.m..

Figure 8: Annual Average Daily Traffic (AADT) in Rifle

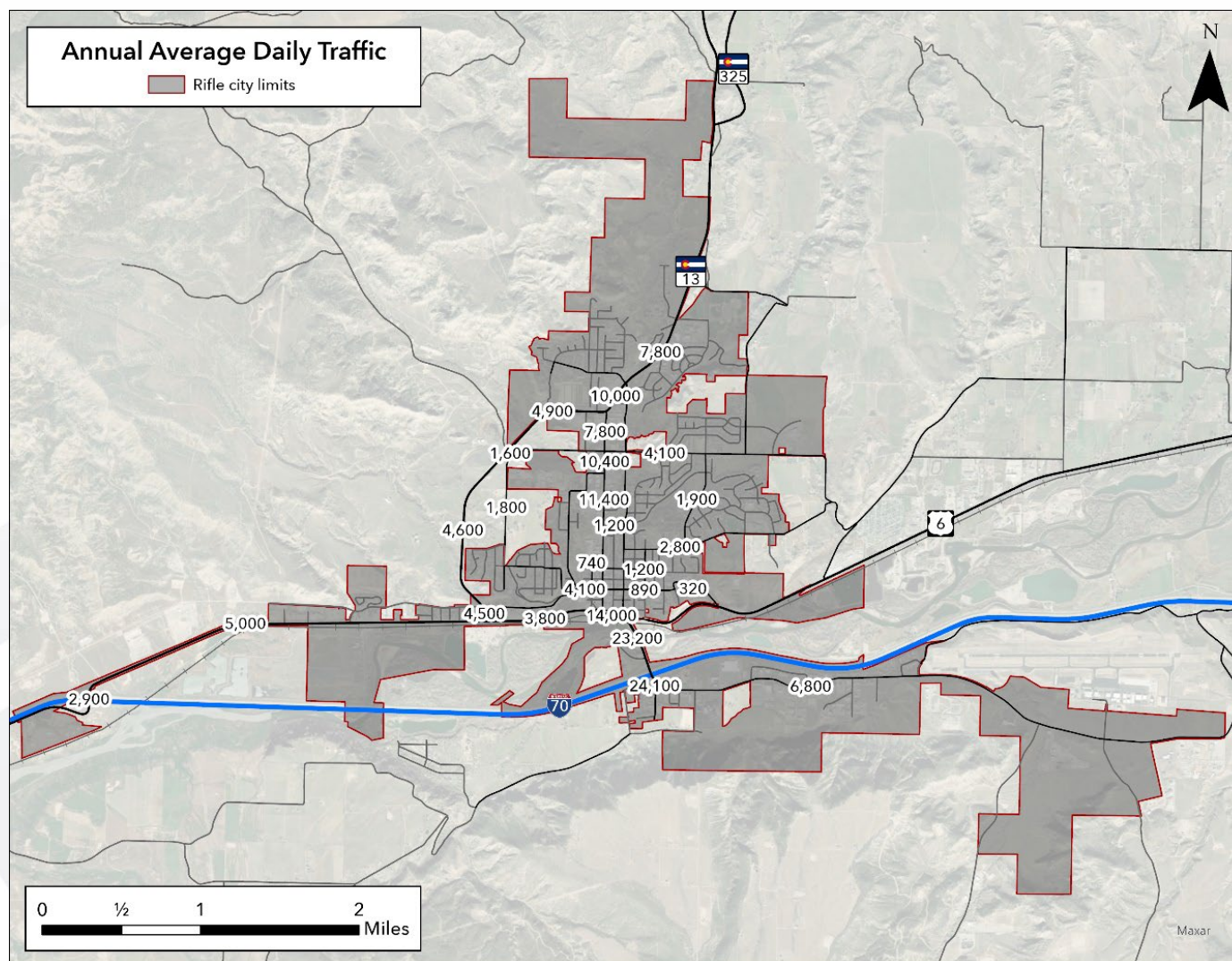
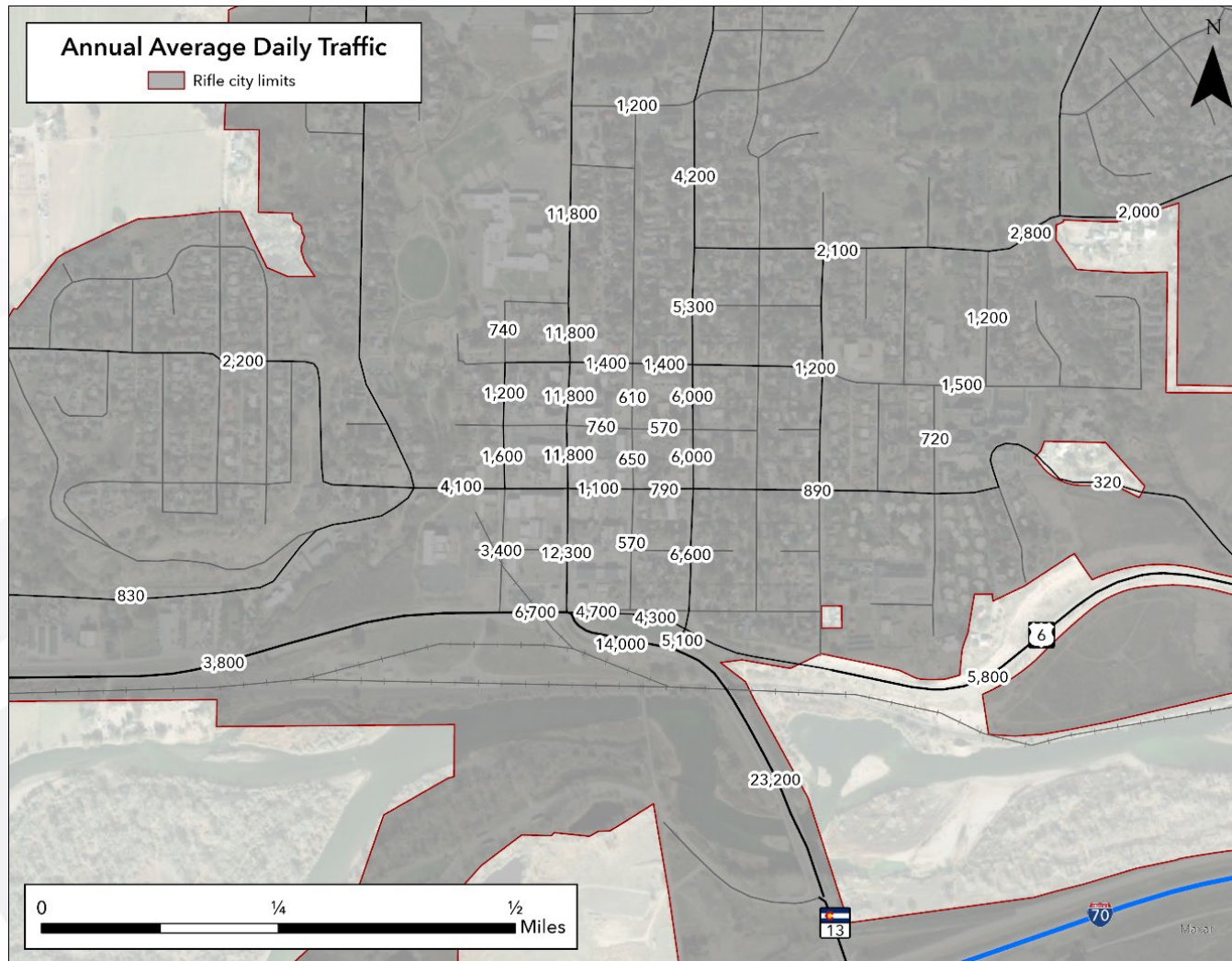


Figure 9: Annual Average Daily Traffic (AADT) in Downtown Rifle



LEVELS OF SERVICE

Traffic operational and queueing analysis results are described as a Level of Service (LOS) ranging from “A” to “F” with “A” operating with the least delay and “F” indicating a high amount of delay. LOS is determined by methodology in the *Highway Capacity Manual* (HCM), which defines the LOS for intersections based on control delay. The Minnesota Department of Transportation defines highway LOS as qualitative, measuring the effect of traffic flow factors like speed, travel time, interruption, freedom to maneuver, driver comfort and convenience, and indirectly, safety and operating costs. Level “F” is forced-flow operation at low speed with many stoppages, with the roadway acting as a storage area. Control delay thresholds for each LOS can be seen in Table 2.

Table 2: Intersection Delay and LOS Thresholds

LOS	Control Delay Per Vehicle [sec]	
	Unsignalized Intersection	Signalized Intersection
A	≤ 10	≤ 10
B	> 10 and ≤ 15	> 10 and ≤ 20
C	> 15 and ≤ 25	> 20 and ≤ 35
D	> 25 and ≤ 35	> 35 and ≤ 55
E	> 35 and ≤ 50	> 55 and ≤ 80
F	> 50	> 80

For signalized intersections, the LOS is based on the averaged stopped delay per vehicle. The procedures used to evaluate signalized intersections use detailed information on geometry, lane use, signal timing, peak hour volumes, arrival types, and other parameters. This information is then used to calculate delay and determine the capacity of each intersection.

Overall intersection LOS is undefined within the HCM for side-street stop-controlled intersections. The LOS for the side-street stop-controlled intersections in the analysis is based on the delay experienced by a few movements within the intersection, rather than on the overall stopped delay per vehicle at the intersection. Due to this situation, the LOS assigned to a side-street stop-controlled intersection is based on the minor approach delay for vehicles turning left, right, and going across the major street from the minor street approach and major approach vehicles turning left.



Figure 10 and Figure 11 show the calculated level of service in the AM and PM peaks respectively. A detailed list of intersections and levels of service is available in Table 12 of Appendix A.

Figure 10: Existing Condition AM Intersection Level of Service

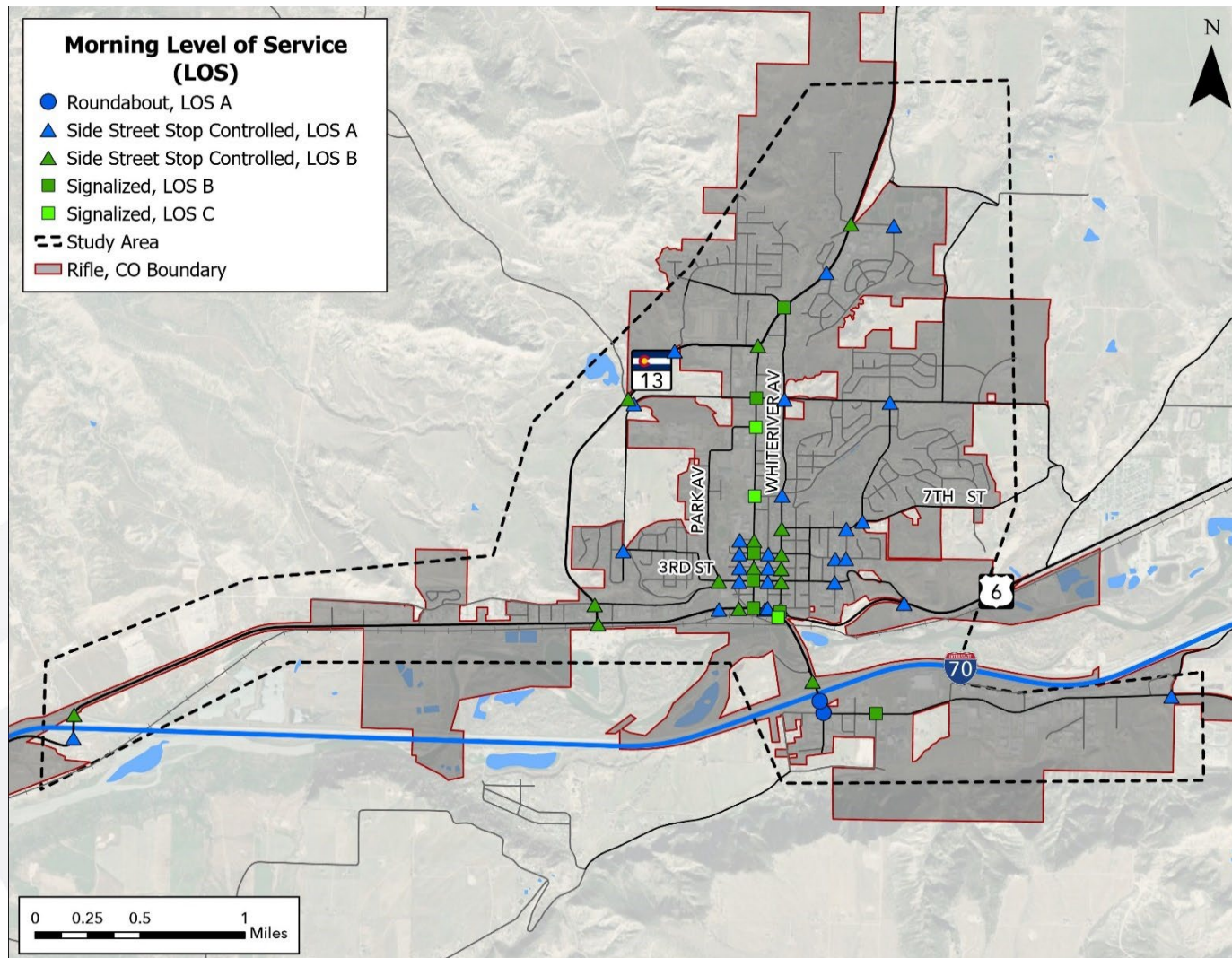
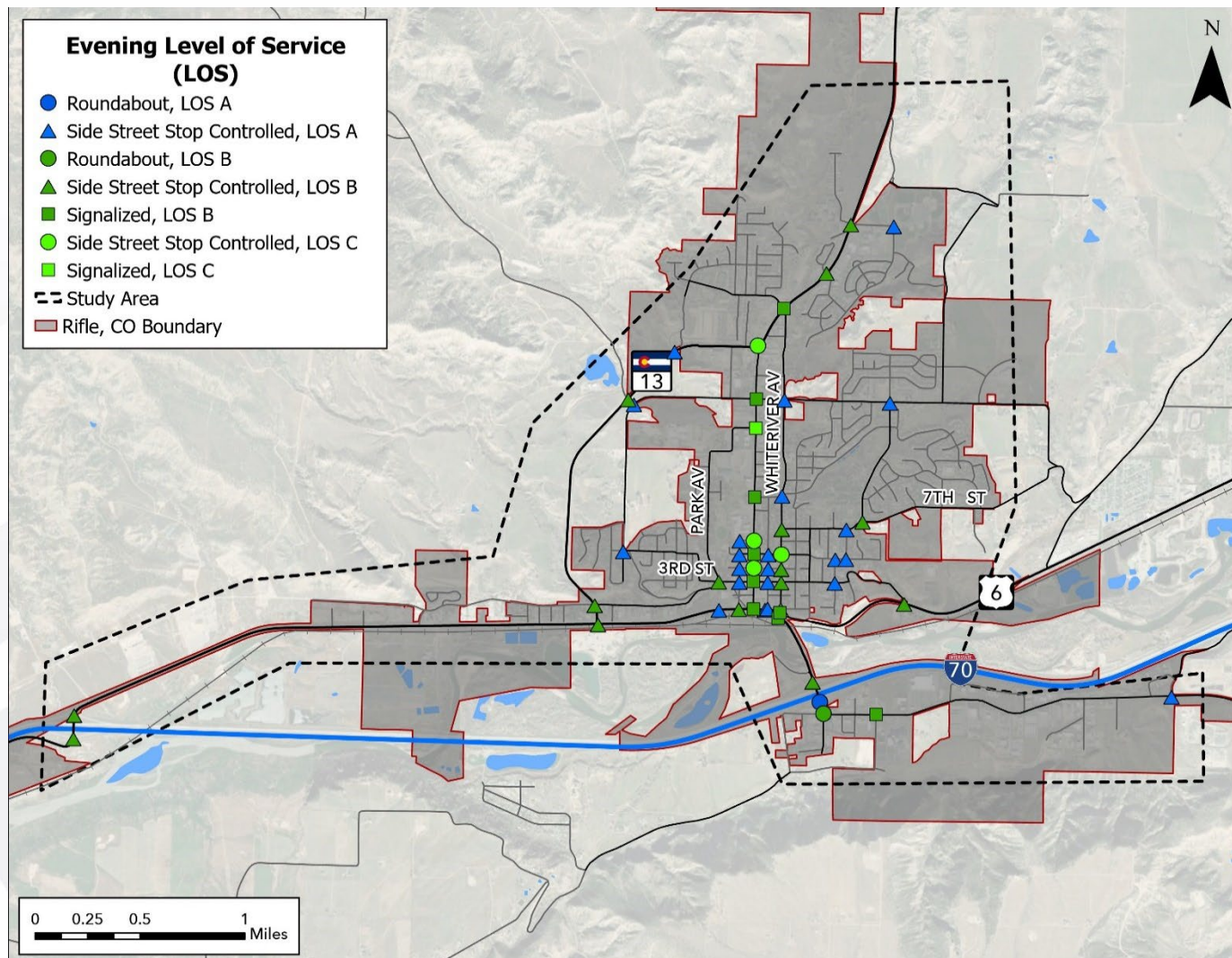


Figure 11: Existing Condition PM Intersection Level of Service



PAVEMENT CONDITIONS

Paved roads deteriorate over time, especially as wear-and-tear is exacerbated by heavy traffic loads, inclement weather, and snow clearance. A 2023 survey was conducted by the city to rate the pavement condition on all city roads. These are rated by segment on a scale of 0 to 100, known as the Pavement Condition Index or PCI. A rating above 85 indicates excellent condition, while the observed condition gradually degrades as the ratings get lower. A PCI rating of less than 60 indicates a street in poor condition. Each segment was also rated on a scale of 1 (failed) to 10 (excellent). Interstate 70 was not rated.

The median street segment in Rifle has a PCI rating of 58. About one-third (32.6%) of street segments in the city have a PCI more than 60. Less than half (43.5%) have a pavement rating of 6 (good) or better.

PEDESTRIAN AND BIKE

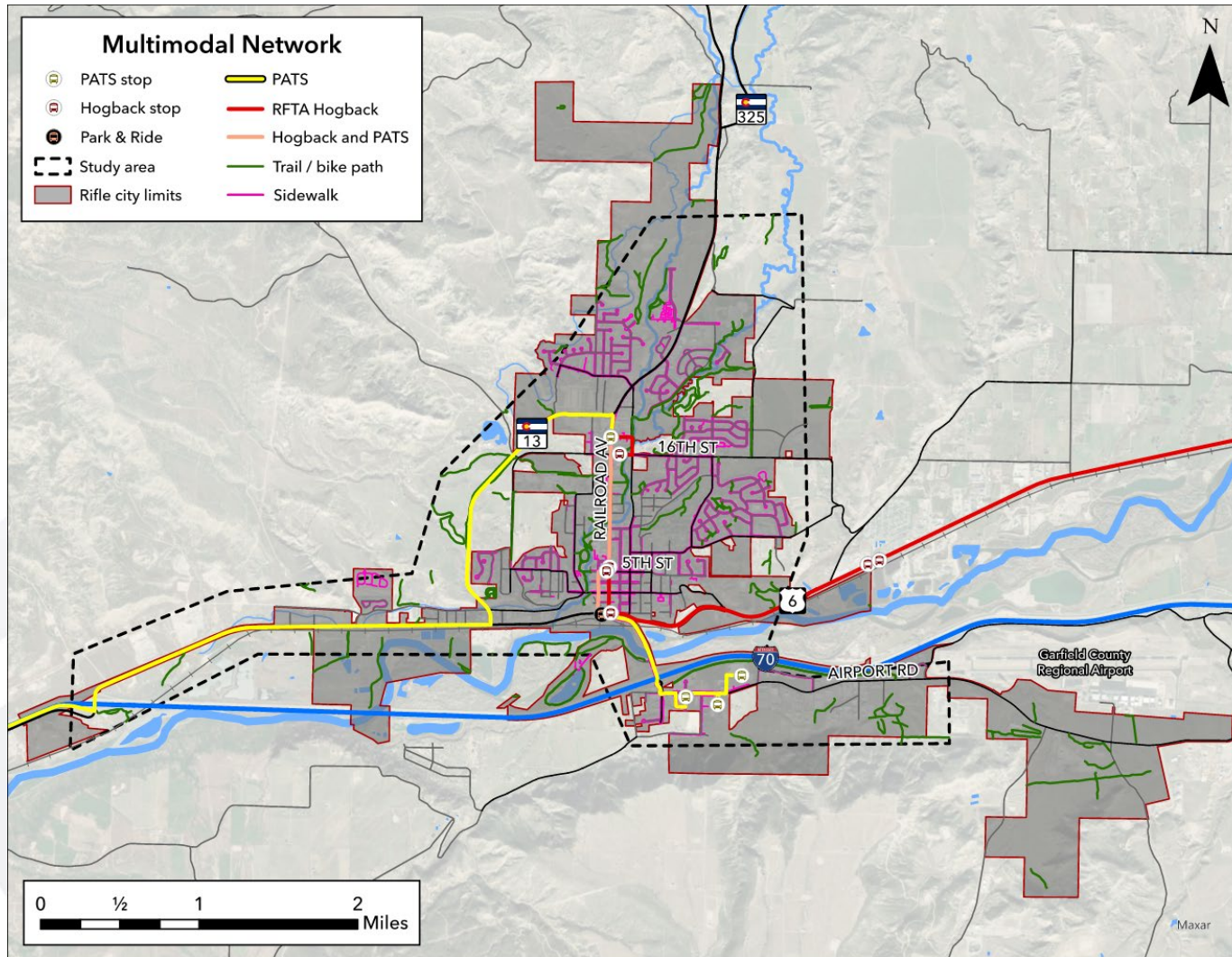
The City of Rifle features many miles of sidewalks and multiuse paved trails for pedestrian use. These include trails along the Colorado River, Lions Pond, Interstate 70 in South Rifle, Rifle Creek, Raynard Ditch, Prefontaine Avenue, and Graham Mesa Avenue.

Within Rifle city limits, bicyclists can use multiuse trails explained above as well as travel on-street. Rifle does not currently have dedicated on-street bike lanes or other related infrastructure. Rifle also has gravel or dirt trails more suited to mountain or gravel biking. These include the Highland Trails south of 7th Street and the gravel trail by Rifle High School.

Refer to Figure 12 for Rifle's overall multimodal network.



Figure 12: Multimodal Network of Rifle



TRANSIT

PATS

The Parachute Area Transit System (PATS) provides local transit centered in Parachute with service to Battlement Mesa and Rifle. Three express buses (two morning eastbound and one afternoon westbound) serve Rifle at Metro Park and the Park-n-Ride on weekdays. Eleven local buses (seven eastbound and four westbound) serve Rifle at Metro Park, the Park-n-Ride, Wapiti Avenue, Grand River Health Rifle (GRHR) Hospital, and the Walmart just west of Enterprise Ct on weekdays. There is no service on weekends.

RFTA Hogback

The Roaring Fork Transportation Authority (RFTA) provides local, commuter, and regional transit along I-70 and the Roaring Fork Valley (Glenwood Springs to Aspen). The Hogback route connects Rifle eastward to Silt, New Castle, and Glenwood Springs. The Hogback has stops in Rifle at Metro Park, Railroad Avenue & 5th Street, and at the Park-n-Ride. There is also a nearby stop in unincorporated Garfield County at US 6 & the Cottonwood Springs manufactured home community. Twenty buses (ten westbound and ten eastbound) serve Rifle daily.





Bustang

Bustang is a regional transit service provided by the Colorado Department of Transportation. Rifle is located on the Bustang West line which provides service to Denver and Grand Junction along I-70. On weekdays and weekends, eight buses arrive at the Park-n-Ride (four westbound and four eastbound).

Amtrak

Amtrak operates the California Zephyr through Colorado along the I-70 corridor with service westward towards Salt Lake City and Los Angeles and eastward to Omaha and Chicago. While an Amtrak stop is not directly located within Rifle, Amtrak-bound customers can take the RFTA Hogback or Bustang to Glenwood Springs for service on the California Zephyr. Amtrak operates one train in each direction daily.

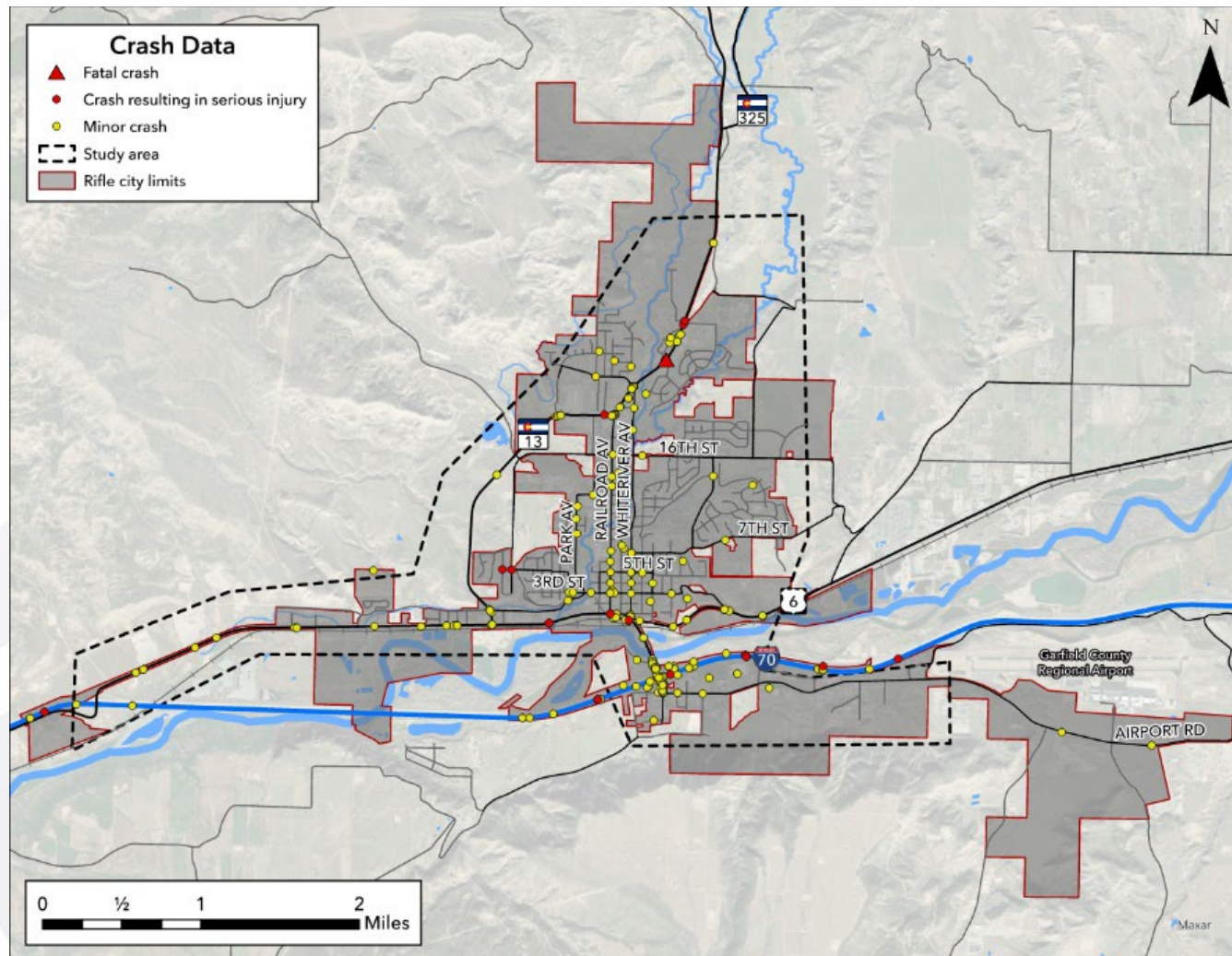


Safety Analysis

Reported Crash History

Reviewing historic crash information can help identify existing deficiencies that can be addressed through this study. CDOT Traffic Safety & Engineering Services maintains a crash database for the purpose of improving traffic and highway safety. Five years of crash records from, January 1, 2018 through December 31, 2022, were downloaded from the CDOT crash database. This section has a summary of crashes in the study area during the analysis period.

Figure 13: Map of All Crashes 2018 – 2023





CRASH SEVERITY

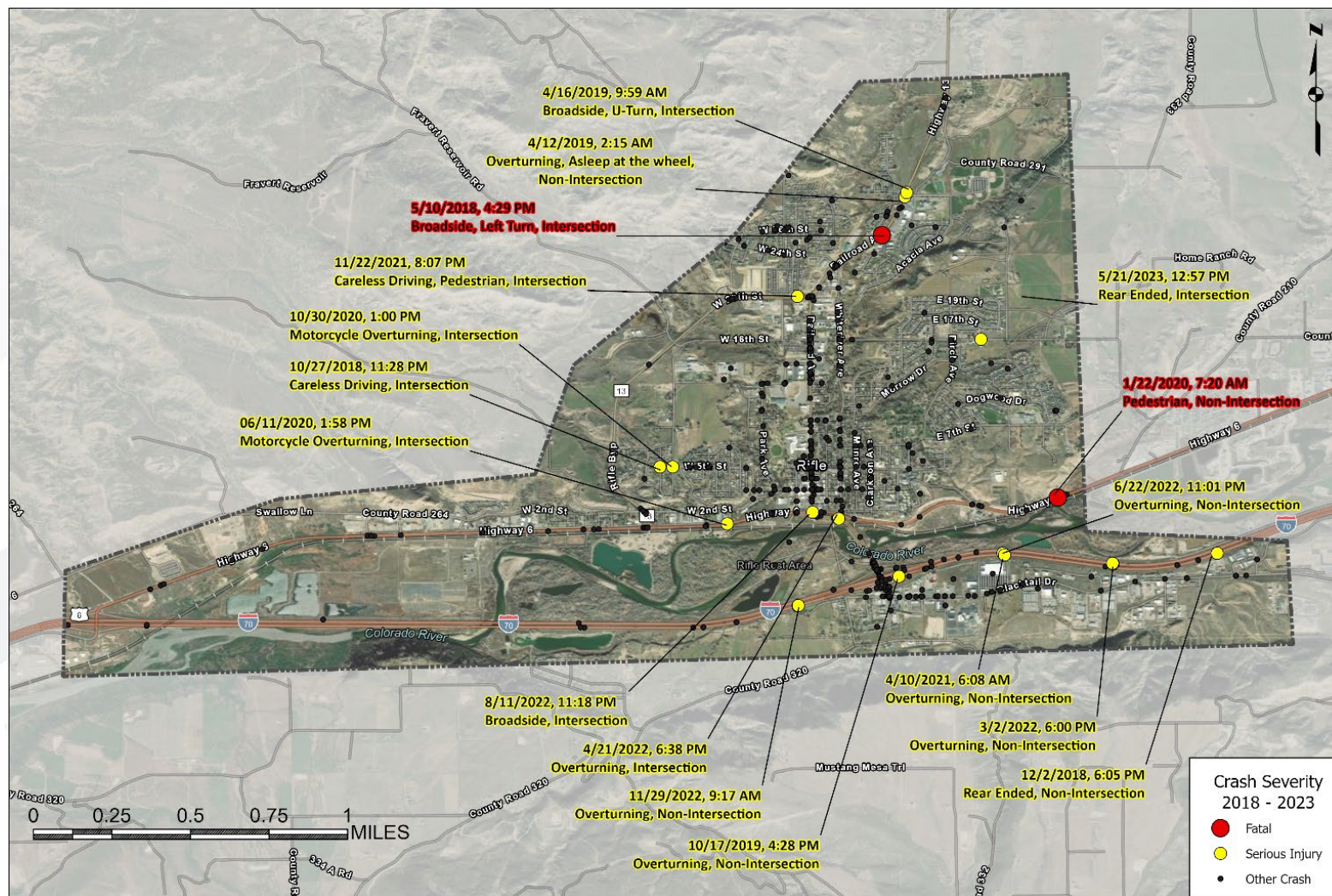
Crash severity is broken into five different categories: fatal, serious injury, minor injury, possible injury, and property damage only. Definitions of these categories is found in Appendix A. Severe crashes, also known as KSA crashes, include fatal and serious injury crashes.

2019 and 2022 had the most severe crashes each with 5 crashes respectively. Between 2018 and 2022, an average of 4 people were killed or severely injured in traffic crashes on roads within Rifle. See Table 3 for more information on crash severity in each study year. See Figure 15 for locations of serious crashes within the study timeframe.

Table 3: Crashes by Severity per Year

Severity of Crash	2018	2019	2020	2021	2022	Total
<i>Fatal (K)</i>	1	0	1	0	0	2
<i>Serious Injury (A)</i>	3	5	2	3	5	18
Total KSA Crashes	4	5	3	3	5	20
<i>Minor Injury (B)</i>	5	5	3	7	12	32
<i>Possible Injury (C)</i>	16	23	9	5	13	66
<i>Property Damage Only (PDO)</i>	122	109	121	71	159	582
Total Crashes	147	142	136	86	189	700

Figure 15: Fatal and Severe Injury Crashes 2018 – 2022



MODE OF TRAVEL

Figure 16 shows all pedestrian- or bicyclist-involved serious injury crashes.

Figure 16: KSA Pedestrian and Bicyclist Crashes 2018 – 2022

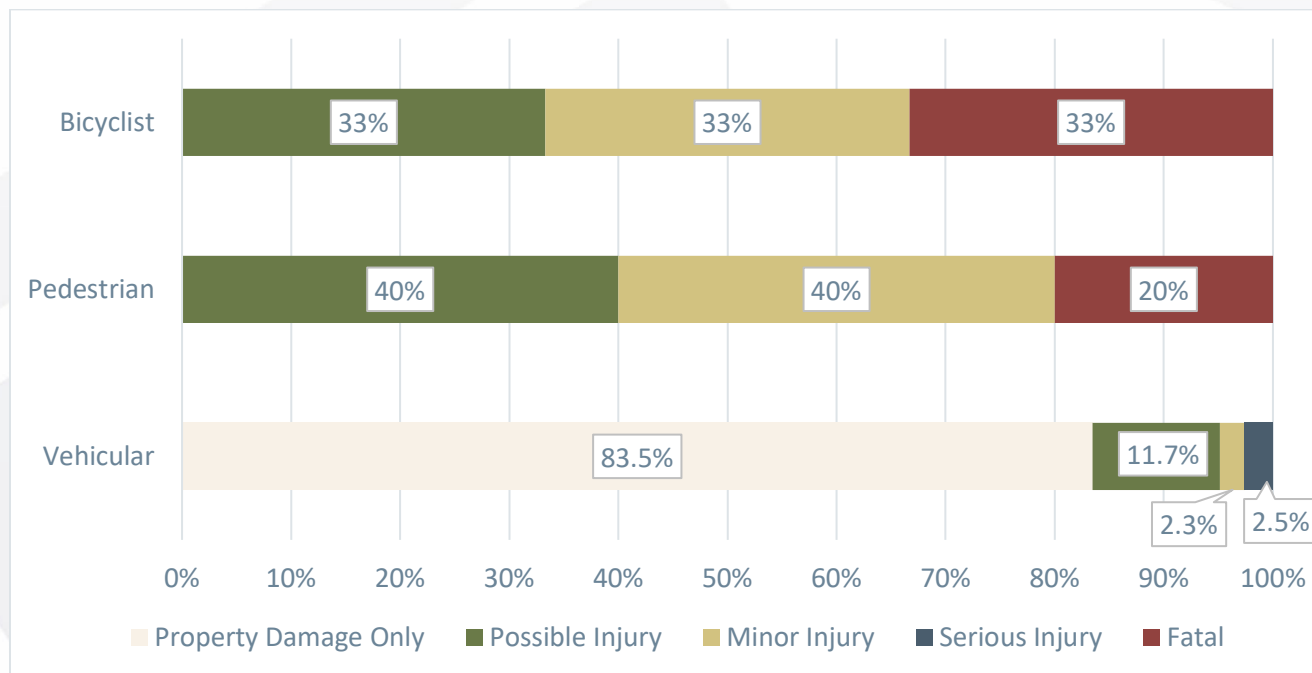


Figure 17: Pedestrian and Bicyclist Crashes by Year

	2018	2019	2020	2021	2022	Total
Pedestrian	0	2	0	2	1	5
Bicyclist	0	1	1	0	2	4
Total Ped/Bike Crashes	0	3	1	2	3	9

People bicycling, walking, and rolling are overrepresented in severe and fatal crashes (see Figure 18). Serious injury crashes make up 2.5% of all crashes, yet they make up 25% of pedestrian or bicyclist crashes.

Figure 18: Crash Severity by Mode



CRASH TYPE

The five most common crash types within the study period account for almost three-quarters of all crashes. The most common crash types and their frequency are listed in Table 4. A full table of all crash types is available in Table 10 in Appendix A.

Table 4: Most Common Crash Types 2018 - 2023

Crash Type	Number of Crashes	% of All Crashes
Rear-End	182	26.0%
Broadside	138	19.7%
Parked Motor Vehicle	80	11.4%
Sideswipe (Same Direction)	64	9.2%
Wild Animal	46	6.6%
All Crashes	699	100%

CONTRIBUTING FACTORS

Contributing factors are actions present in the crash. They are not an analysis of who is at fault. There can be many factors present in a single crash, including situations in which both a motorist and non-motorist have one or more contributing factors. According to the National Highway Traffic Safety Administration, in 2022, 3,308 people were killed in motor vehicle crashes involving distracted drivers and 13,524 people were killed involving alcohol-impaired drivers.

This analysis does not include chemically impaired or distracted driving. CDOT's crash database does not include impairment or distracted driving as a prime contributing factor in a crash. This analysis is based on review of the information given in the crash database. The leading contributing factor in fatal and severe injury crashes is overturning and rollovers, see Table 5.

Table 5: Contributing Factors in Fatal and Severe Injury Crashes (2.5% total crashes)

	Overtaking/Rollover	Broadside	Front to Side	Pedestrian	Electrical/Utility Box	Rear-end	Wall/Building	Guard Rail	Total
# of KSA Crashes	8	2	2	2	1	1	1	1	18

WHO IS INVOLVED IN CRASHES

Race

CDOT does not collect information about the driver's race as a part of their publicly available crash database.

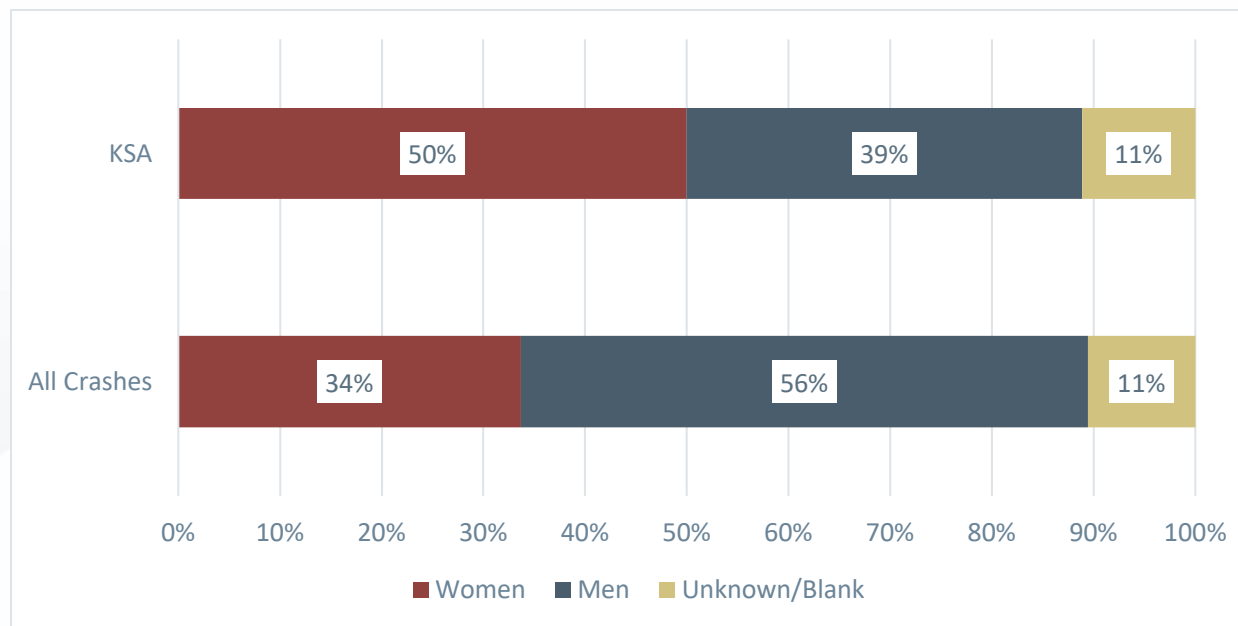
Gender

CDOT logs the sex of the driver in its crash database. In Rifle, women are more likely to be involved in serious crashes compared to men. See



Figure 19 for a comparison of gender and crash severity.

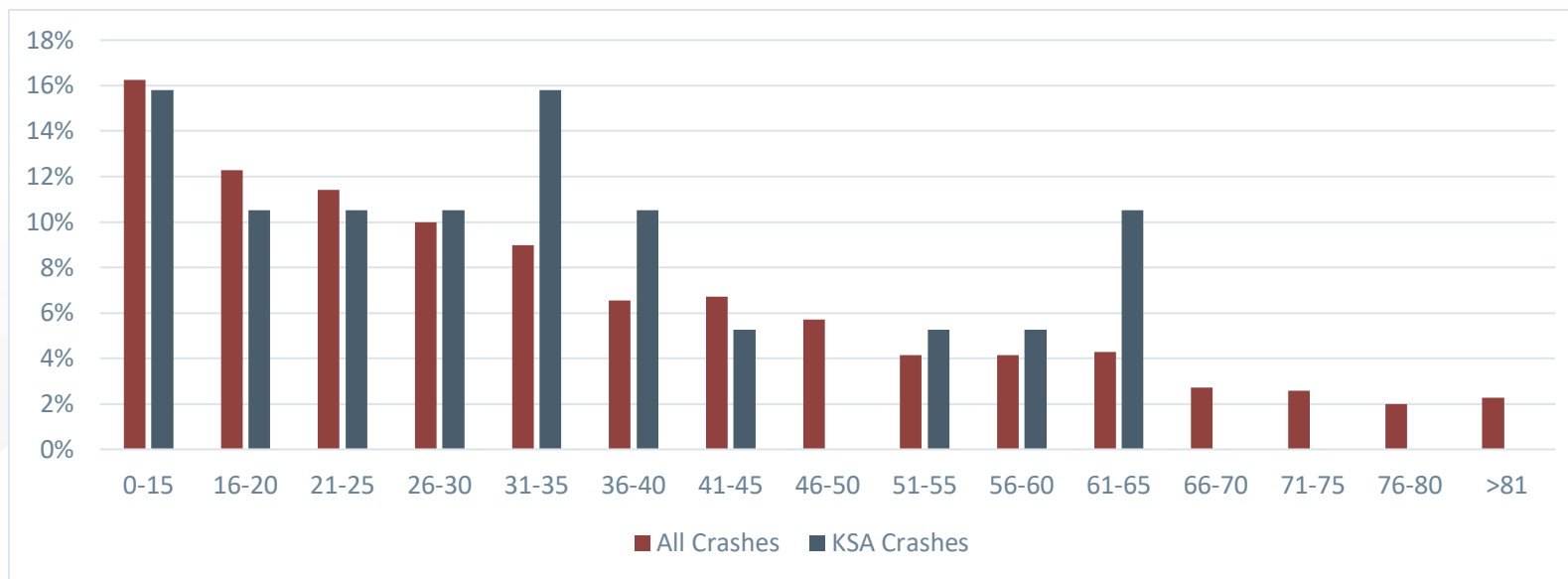
Figure 19: Gender of People Involved in Fatal and Severe Crashes (KSA)



Age

People between the ages of 31 and 35 as well as under 16 were most likely to be involved in fatal and severe injury crashes. Since 2021, CDOT's publicly available database does not log the specific age of people involved in crashes under the age of 16. A detailed data table is available in Table 11 of Appendix A.

Figure 20: Ages of People Involved in Crashes as Percentage



Community Engagement

Stakeholder Engagement

STAKEHOLDER IDENTIFICATION

KLJ took an equitable approach to foster public and stakeholder engagement for the plan's development. Outreach was coordinated with the identified stakeholder groups, encouraging participation in the planning process either through an advisory capacity (Steering Committee) or through public engagement activities. Stakeholder groups include:

- City of Rifle
- Rifle Police Department
- Colorado River Fire Rescue
- Rifle Parks & Recreation
- Garfield County
- Garfield School District
- Colorado Department of Transportation (CDOT) Region 3
- Colorado State Patrol
- Downtown Development Authority
- Colorado River Valley Chamber of Commerce
- Rifle Area Mountain Biking Organization (RAMBO)
- Community Advocates Including Bike Commuters
- Steering Committee

During the first stakeholder meeting, the City of Rifle heard from representatives from nine organizations including Garfield School District, Colorado River Fire Rescue, Colorado River Valley Chamber of Commerce, CDOT Region 3, Downtown Development Authority, RAMBO, Rifle Police Department, and Rifle Parks and Recreation.

Steering Committee Meeting #1

The stakeholder group offered helpful insights regarding project goals, transportation needs and safety concerns within Rifle. KLJ facilitated conversations with the group on topics ranging from the project area, crash data, driving concerns, multi-modal transportation, and project goals.

Key Talking Points

- **Project Area:** After review of the study area, committee members discussed additional areas of Rifle they felt should be included in the Safety Action Plan. Some of these areas include the Rifle Mountain Park, Colorado Mountain College, Garfield County fairgrounds and Cottonwood Park. The committee also asked for some Garfield County roads to be considered, such as the area east of Graham Mesa and 7th Street, County Road 293 and South Grand Road, along with Hospital Hill Road.
- **Crash Data:** Committee members expressed greatest concern about Highway 13 and the intersection at Walmsley Elementary, noting that this was the most dangerous intersection in town. There was an interest in crash data of before and after intersection changes at Whiteriver and 6th Street.
- **Driving Concerns:** Traffic around Davidson Park during soccer nights was discussed. Once parking is full at Davidson Park and Highland Elementary, drivers park along 7th Street, which makes the roadway narrow for drivers and poses safety concerns for families and children as they make their way from the road to the park. It was also concerning that vehicles are often parked on the sidewalk during these times.
- **Multi-modal Transportation:** There were several concerns about pedestrian and bicycle safety ranging from street crossings at specific intersections, need for bicycle infrastructure, need for more visible crosswalks, and cyclists riding on the sidewalks. Some of the roadways addressed by the committee include Railroad Ave and 13th Street, Airport Road and Smith Street, 16th Street at Rifle Creek, East Avenue, and the crossing in front of City Hall. Another topic of discussion was barriers to walking and biking in Rifle; the committee felt the distances were too long for most non-vehicle trips, there is missing or inadequate bicycle infrastructure, there is a need for regional bicycle connections, the topography makes it difficult to travel without a vehicle, and there it would be beneficial for additional pedestrian connections and pathways between neighborhoods.



- **Project Goals:** The steering committee was focused on developing a Safety Action Plan that could be revisited every five years, with an emphasis on shovel-ready projects. The plan should identify ways to create connections through town to existing trails, both paved and gravel. Operation and maintenance of existing infrastructure along with planned replacement was another focal point. Committee members also noted the importance of a plan that offered education to the community on how to utilize the Safety Action Plan.



Public Outreach

KLJ coordinated with the City of Rifle to offer opportunities for community participation in-person on October 30 and online through the project website. The project team produced posters and social media content in both English and Spanish as an equitable approach to gather community input. The plan was promoted through poster distribution, social media, and the City of Rifle newsletter; all promotional efforts were facilitated by the City of Rifle's communication team. Flyers were distributed the first week of October and social media postings started the third week of October. The project website received the largest concentration of visits and contributions between October 14 - 29.

Public Engagement

Through a mix of in-person and online engagement opportunities, the project team received 271 feedback contributions from 248 unique participants. Feedback provided helpful insights related to specific areas of concern pertaining to the City of Rifle roads and transportation system. The community also shared ideas on how they would like to see future improvements prioritized.

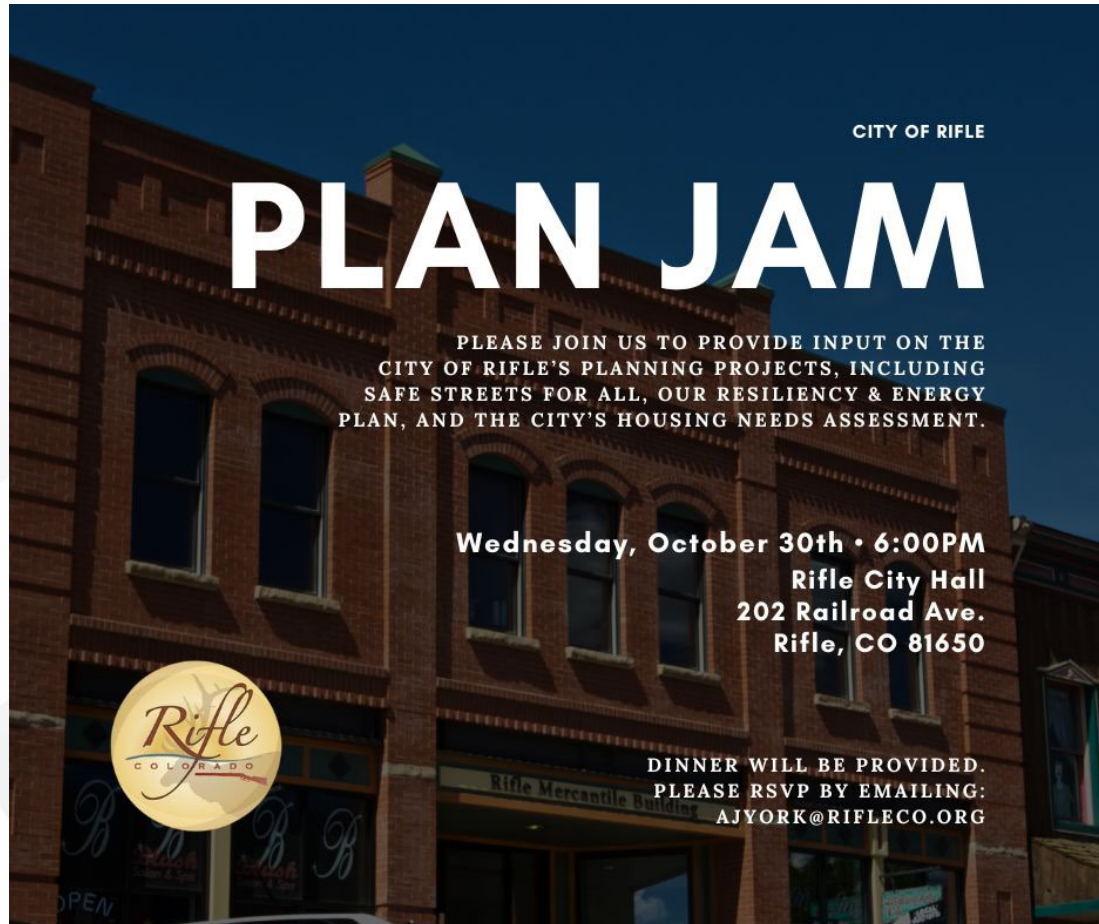
Table 6: Public Engagement Feedback Summary

Open House Attendance	Open House Contributions	Unique Website Visitors	Website Contributions	People Reached	Total Contributions
50	103	198	169	248	271

OPEN HOUSE

KLJ coordinated efforts with the City of Rifle and two other planning firms to hold a Plan Jam, a joint open house featuring three plans that the City of Rifle was working on: the Safe Streets for All Action Plan, the Climate Action Plan, and the Housing Needs Assessment. The City of Rifle provided dinner in efforts to encourage community participation at the open house.

Throughout the duration of the event, KLJ spoke with about 50 people, hearing about transportation needs, safety concerns, and community desire for transportation improvement prioritization.



Transportation Needs

Participants were invited to leave sticky notes in three categories: concerns or needs around schools, walking and biking concerns, and ideas to improve Rifle roads and transportation system. Speeding drivers was the most common topic heard during in-person engagement, with reference to the need for speed limit enforcement, lowering the speed limit, and having safer speeds around schools. Intersection improvements and safe crossing was another common theme; with concerns about the safety of children at Wamsley Elementary, the need for more safe crossings throughout Rifle, especially along Whiteriver Ave, and safety improvements to intersections. See Appendix B for all open house comments.

When participants shared feedback about walking and biking in Rifle, they expressed need for complete sidewalks, more pathways through town, and safe bicycle infrastructure such as bike lanes. Some of the ideas for improving transportation in Rifle included connecting the Rifle Creek Trail to the south side of town, reducing on-street parking to improve the line of sight, and better access to transit.

Safety Concerns

Participants were invited to share information about roads and intersections by placing colored dots with corresponding topics on a map of the Rifle SS4A study area. Green dots represented a need for sidewalk or trail, yellow was related to crashes or near miss crash areas, blue dots were placed for safety concern for pedestrians, bikes, and motorcycles, and red dots were related to safety concerns around intersections or street crossings. There were 35 dots placed on the map, with the greatest number of dots being red, followed by blue, green, and yellow. The area of Highway 13 and 26th Street had the highest number of concentrated dots, with safety concerns about the intersection being most significant. Whiteriver Avenue & Highway 13/US-6 had the second highest number of dots, predominantly related to safety concerns. Whiteriver Avenue and Morrow Drive were another area of community concern, with focus on the safety of bikes, pedestrians, and motorcycles. The fourth most concentrated areas were Highway 13 & 30th Street, and most of the dots represented intersection or street crossing safety.



Transportation Improvement Priorities

Participants were asked to rank their top three transportation priorities by placing colored poker chips into jars for their first, second, and third place preferences (blue = 1st place, red = 2nd place, white = 3rd place). Topics included reduced driver speed on roads, comfortable road crossings and sidewalks or trails, connecting trail and sidewalk gaps, improve and provide comfortable access to school without driving, mitigating traffic congestion, access to recreation, access to transit, and landscaping and green space. The table below shows the transportation improvement priorities ranked in order of 1st, 2nd, and 3rd priorities along with the top four with all votes combined.

Table 7: Open House Dot Exercise Results

Green Sidewalk or Trail	Yellow Crash/ Near Crash	Blue Bikes/Peds/ Motorcycles	Red Intersections/ Street Crossings	Total
7	4	11	13	35



Table 8: Open House Mason Jar Exercise Results

Total Votes (Top 4)	1st Choice	2nd Choice	3rd Choice
• Connect trail and sidewalk gaps – 17 • Reduce driver speeds on roads – 15 • Comfortable road crossings and sidewalks/trails – 15 • Access to Recreation - 11	Reduce driver speed - 12	Connect trail and sidewalk gaps - 7	Access to recreation - 5

PROJECT WEBSITE

The project website launched for public feedback at the beginning of October and was available for input for five weeks. Between October 3 - November 12, the website received 198 unique visits and 169 combined contributions including the map pins and survey responses. The highest number of visits and engagements were received between October 15 - 29, during the time that the City of Rifle was promoting both the plan and the open house. Website visitors were invited to provide feedback by leaving comments on the interactive map or by completing a short survey.

Interactive Map

Overall, there were 125 map pins placed on the Rifle map, representing six different categories which include biking concerns, walking concerns, intersection concerns, driver behavior, transit concerns, and driver concerns. Walking received the highest number of pins followed by biking, driver behavior, intersection concerns, and driving concern. The transit category did not receive any pins.

Figure 21: Online Interactive Map Pins by Topic

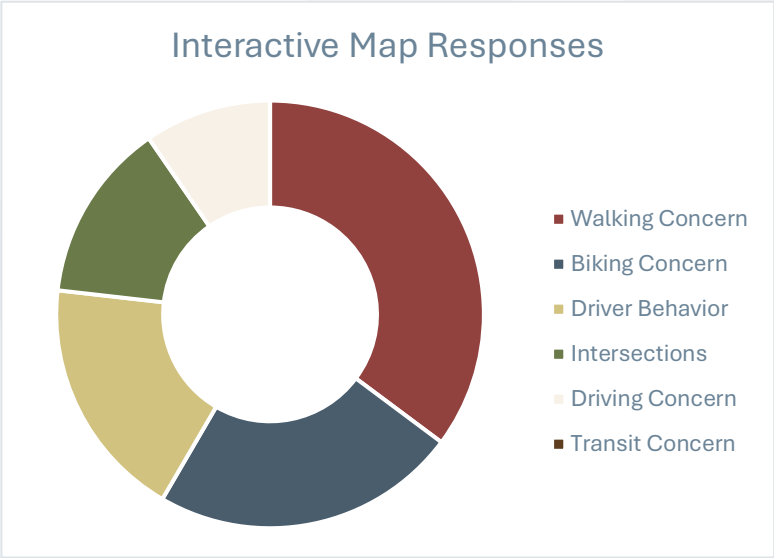


Table 9: Online Interactive Map Pins by Topic

Walking	44	Intersections	17
Biking	29	Driving Concern	12
Driver Behavior	23	Transit	0

ONLINE SURVEY

The project website featured a six-question survey, which received 44 responses, see Appendix B for all survey responses. The survey aimed to understand the level of safety when walking and biking, troublesome or dangerous roads, level of service from existing infrastructure, areas for improvement, and safety of the existing school routes. Responses indicate that walking and biking in Rifle feels less safe, scoring an average of 2.77 on a sliding scale of 0 - 6. The safety of the existing trails and multi-use paths could improve the average response was 3.18 on a ranking scale of 1 to 5. On the same sliding scale, respondents rated the safety of existing school routes, scoring an average of 2.73.

When asked to specify intersections or roads that feel dangerous, the most mentioned roadways include Whiteriver, Highway 13, and Railroad Ave. Common intersections of concern include Highway 13 and 30th street near Wamsley Elementary, Railroad and 9th near the middle school, Whiteriver and Highway 13, Highway 13 & 26th Street, and the City Market intersection. Throughout phase 1 of public engagement, the project team received comments through multiple engagement methods, in which specific roadways were mentioned. According to the survey responses, 57 percent of respondents do not feel the number of crosswalks in areas where people walk, and bike is sufficient. Respondents who selected “not enough crosswalks” had the option to write in areas where they felt additional crosswalks were needed. The intersection at Highway 13 & 30th, near Wamsley Elementary had the most write-in comments.

Participants responded to a multiple-choice question about ways to improve the walking and biking experience in Rifle. Response choices were randomized for each website visitor; the options available are listed in order from most to least responses received. Better lighting, bike lanes, improved crosswalks, safer intersections, more signage, more sidewalks, and other. Those selecting “other” also had the option to submit a write-in answer; some responses included the need for more sidewalks, multi-use paths, and better trail connectivity, along with concerns about vehicle speed.



KEY TAKEAWAYS

Common themes were identified throughout the map pin comments ranging from safety of bicyclists and pedestrians, infrastructure gaps, signage and wayfinding, intersection safety, parking and visibility, and driver behavior. Several themes were common among multiple map pin categories.

Pedestrian & Bicycle Safety

A reoccurring comment was related to the width of the sidewalks in Rifle, noting they were too narrow for multiple people traveling in opposite directions. Those who bike or wanted to bike did not feel safe due to a lack of infrastructure, noting a need for bike lanes or multi-use paths. Roundabouts were concerning to bicyclists and pedestrians, with comments that referenced the speed of vehicles approaching and traveling through roundabouts along with concerns for safety when crossing the roundabouts. Driver speed was another common theme, with comments addressing the speed limit around schools, safety of children, and feeling unsafe while walking and biking along roads where vehicles travel above the speed limit. There were also several comments about drivers failing to yield for bikes and pedestrians. Another point was the visibility of crosswalks, especially in areas where kids are crossing the street to get to local parks or area schools.



Infrastructure Gaps

Within both the biking and pedestrian categories, the most common remarks pointed to bicycle and pedestrian infrastructure gaps. Reoccurring comments included notes about missing or poorly maintained sidewalks and trails, some trails abruptly end, and the lack of connections hinder mobility and access. There were also calls for more accessible features such as ramps to get to existing pathways or trails.

Signage & Wayfinding

Multimodal users were unsure how to access trails and pathways, noting that some existing signage within Rifle was faded and difficult to see from the road. Signage noting trail segments and directional signs to access safe pathways and trails would be helpful for walkers and bikers to know the safest routes around town.



Crosswalk & Intersection Safety

When thinking about the safety of intersections, participants expressed concern for the safety of pedestrian crossing, difficulty to facilitate left turns while driving, and visibility. Crosswalk safety concerns were related to faded or missing crosswalks, requests for flashing pedestrian lights, and cars not yielding to bikes and pedestrians. Many drivers expressed that it was difficult to make a left turn at some heavily trafficked intersections along with concerns about the flow of traffic. Visibility or sightlines was an area of concern for both drivers and multimodal users; many comments listed poor visibility due to the number of vehicles parked on the street and the proximity of cars parked to intersections, along with narrow street configurations.

Driver Behavior

Vehicle speed was the number one driver behavior concern ranging from excessive speeding on residential streets, school zones, and high traffic areas. Unsafe driver behaviors such as racing, texting while driving, erratic driving, and failing to yield to vulnerable road users were common reoccurring mentions. Other behaviors that were listed as concerning include improper turn usage, and disregard for right of way in roundabouts.



Roadways

The project team heard about specific roadways and areas of Rifle that posed concerns for transportation safety. Throughout the various engagement opportunities, specific roadways were called out within comments that were provided during the open house, on the interactive map, and in open-ended questions within the survey. There were over 25 roadways called out through public comment, the ten most mentioned streets and road segments include: Whiteriver (17), 7th Street (13), Highway 13 (10), 30th Street/Wamsley (10) East Avenue (7), 5th Street (7), 30th Street (6), 16th Street (5), 3rd Street (5), West 26th Street (4).

Improvements

Based on the feedback received throughout phase 1 of public engagement, public comment demonstrates a need for safer walking and cycling routes along with better pedestrian lighting or crosswalk visibility, such as flashing beacons. Safety around schools was a common theme, most of the safety concerns addressing speed limit and infrastructure improvements around Wamsley Elementary. Lighting around busy or dangerous intersections may help to improve visibility and line of sight for drivers and help pedestrians and bicyclists to be more visible. Identifying low-impact routes that are safer for bicycle and pedestrian travel, maps, and directional wayfinding signage, and education on route planning may help vulnerable road users to safely navigate to pathways and lower traffic roadways.

Project Goals

Combining discussion from the steering committee and feedback received during the open house, survey, and online interactive map, the project's overall goals are understood as:

1. The action plan should be a living document that can be updated and revisited.
2. The action plan should identify projects, strategies, and policies that reduce crashes and prioritize vulnerable road users including young people, older people, pedestrians, and bicyclists.
3. The action plan should plan for and facilitate infrastructure and community connections.
4. The action plan should educate travelers on what is available and how to use it.
5. The action plan should include steps for the operation, maintenance, and eventual replacement for any planned facility.
6. The action plan should position Rifle to obtain future federal, state, and county funding.

Appendices

Appendix A: Existing Conditions Data

CENSUS TRACT EQUITY INFORMATION

Census Tract 9520.04 (Central Rifle)

- **Colorado State Revolving Fund**
 - Median house value (\$356,100)

Census Tract 9520.01 (Northern Rifle)

- **Climate and Economic Justice Screening Tool (CEJST)**
 - Low income: 66th percentile (65th percentile threshold)
 - Household income $\leq$ twice federal poverty level
 - Expected population loss rate: 98th percentile
 - Fatalities and injuries resulting from natural hazards each year
 - Abandoned mine land: Yes
 - Transportation barriers: 96th percentile
 - Average of relative cost and time spent on transportation
- **USDOT Equitable Transportation Community (ETC) Explorer**
 - State results: Disadvantaged; National results: NOT Disadvantaged
 - (state) Social Vulnerability: 92nd percentile
 - 200% poverty line: 72nd
 - No HS diploma: 96th

- Unemployment: 89th
- Uninsured: 98th
- 17 or younger: 76th
- Limited English Proficiency: 92nd
- Mobile Homes: 98th
- (state) Transportation Insecurity: 81st percentile
 - Transportation Access: 87th percentile
 - Transportation Cost Burden: 65th percentile
- **Colorado State Revolving Fund**
 - Median house value (\$159,400)
 - Median household income (\$66,900)
 - ≤ 80% of state MHI (\$70,078)

Census Tract 9520.03 (Southern Rifle)

- **USDOT Equitable Transportation Community (ETC) Explorer**
 - State results: Disadvantaged; National results: NOT Disadvantaged
 - (state) Transportation Insecurity: 96th percentile
 - Transportation access: 93rd percentile
 - Traffic Safety: 95th percentile
- **Colorado State Revolving Fund**
 - Median house value (\$438,100)

CRASH DATA

Crashes are summarized into five categories as defined by FHWA:

- **Fatal (K):** An injury that results in death within 30 days after the crash.
- **Serious Injury (A):** An injury other than fatal which results in one or more of the following
 - Severe laceration resulting in exposure of underlying tissues/muscle/organs or resulting in significant loss of blood
 - Broken or distorted extremity (arm or leg)
 - Crush injuries
 - Suspected skull, chest, or abdominal injury other than bruises or minor lacerations
 - Significant burns (second and third degree burns over 10% or more of the body)
 - Unconsciousness when taken from the crash scene
 - Paralysis
- **Minor Injury (B):** Any injury evident at the scene of the crash other than fatal or serious injuries. Examples include lump on the head, abrasions, bruises, minor lacerations (cuts on the skin surface with minimal bleeding and no exposure of deeper tissue/muscle).
- **Possible Injury (C):** Any injury reported or claimed which is not fatal, suspected serious or suspected minor injury. Examples include momentary loss of consciousness, claim of injury, limping, or complaint of pain or nausea. Possible injuries are those which are reported by the person or are indicted by their behavior, but no wounds or injuries are readily evident.
- **Property Damage Only (PDO):** Where there is no reason to believe that the person received any bodily harm from the crash. There is no physical evidence of injury and the person does not report any change in normal function.

Table 10: Crashes by Most Harmful Event 2018 - 2022

Crash Type All	Count	Percent
Rear-End	182	26.0%
Broadside	138	19.7%
Parked Motor Vehicle	80	11.4%
Sideswipe (Same Direction)	64	9.2%
Wild Animal	46	6.6%
Approach Turn	37	5.3%
Overturning	20	2.9%
Light/Utility Pole	16	2.3%
Fence	12	1.7%
Overtaking Turn	11	1.6%
Sideswipe (Opposite Direction)	9	1.3%
Sign	9	1.3%
Head-On	7	1.0%
Other Fixed Object	7	1.0%
Embankment Cut/Fill Slope	6	0.9%
Guard Rail	6	0.9%
Pedestrian	6	0.9%
Tree/Shrubbery	6	0.9%
Curb/Raised Median	5	0.7%
Large Boulders Or Rocks	5	0.7%
Bicycle	4	0.6%
Wall/Building	4	0.6%
Involving Other Object	3	0.4%
Other Non-Collision	3	0.4%
Concrete Barrier	2	0.3%
Crash Cushion	2	0.3%

Crash Type All	Count	Percent
Delineator Post	2	0.3%
Domestic Animal	2	0.3%
Traffic Signal Pole	2	0.3%
Vehicle Cargo/Debris	2	0.3%
Road Maintenance Equipment	1	0.1%
Grand Total	699	100.0%

Table 11: Total and KSA Crashes by Age 2018 – 2022

Age	Total Crashes	Percent of Total Crashes	Total KSA Crashes	Percent of KSA Crashes
0-15	114	16.3%	3	15.8%
16-20	86	12.3%	2	10.5%
21-25	80	11.4%	2	10.5%
26-30	70	10.0%	2	10.5%
31-35	63	9.0%	3	15.8%
36-40	46	6.6%	2	10.5%
41-45	47	6.7%	1	5.3%
46-50	40	5.7%	0	0.0%
51-55	29	4.1%	1	5.3%
56-60	29	4.1%	1	5.3%
61-65	30	4.3%	2	10.5%
66-70	19	2.7%	0	0.0%
71-75	18	2.6%	0	0.0%
76-80	14	2.0%	0	0.0%
>81	16	2.3%	0	0.0%
Total	701	100.0%	19	100.0%

TRAFFIC DATA**Table 12: Existing Conditions AM and PM Intersection Level of Service**

Name	AM LOS	PM LOS
Airport Rd & Taugenbaugh Blvd	A	B
I-70 EB Ramps & Hwy 13	A	A
I-70 WB Ramps & Hwy 13	B	B
Hwy 13 & Whiteriver Ave	C	B
Hwy 6 & Hwy 13	B	B
I-70 EB Ramps & Hwy 6	A	B
I-70 WB Ramps & Hwy 6	B	B
Hwy 6 & Hwy 13 Bypass	B	B
Hwy 6 & West Ave	B	B
Hwy 6 & 1st St	A	A
Hwy 6 & Whiteriver Ave	B	B
Hwy 6 & Hospital Hill Rd	A	B
Hwy 13 Bypass & Railroad Ave	B	C
Hwy 13 N & Whiteriver Ave	B	B
Hwy 13 & 30th St	B	B
1st St & East Ave	A	A
1st St & Whiteriver Ave	B	B
3rd St & West Ave	A	A
4th St & West Ave	A	A
5th St & West Ave	A	A
6th St & West Ave	A	A
3rd St & Railroad Ave	B	B

Name	AM LOS	PM LOS
4th St & Railroad Ave	B	C
5th St & Railroad Ave	B	B
6th St & Railroad Ave	B	C
9th St & Railroad Ave	C	B
14th St & Railroad Ave	C	C
3rd St & East Ave	A	A
4th St & East Ave	A	A
5th St & East Ave	A	A
3rd St & Whiteriver Ave	B	B
4th St & Whiteriver Ave	B	B
5th St & Whiteriver Ave	B	C
7th St & Whiteriver Ave	B	B
9th St & Whiteriver Ave	A	A
16th St & Whiteriver Ave	A	A
3rd St & Park Ave	B	B
5th St & Prefontaine Ave	A	A
3rd St & Ute Ave	A	A
5th St & Ute Ave	A	A
5th St & Aspen Ave	A	A
7th St & Aspen Ave	A	A
7th St & Birch Ave	A	B
16th St & Birch Ave	A	A
Hwy 13 Bypass & CR 244	B	B
16th St & CR 244	A	A

Name	AM LOS	PM LOS
Acacia & E 30th	A	A
Airport Rd & Megan Ave	B	B
Airport Rd & Rifle Silt Rd	A	A
Hwy 13 Bypass & 2nd St	B	B
16th St & Railroad Ave	B	B
Hwy 6 & Park Ave	A	A
Hwy 13 Bypass & Fairway Ave	A	A
Hwy 13 & 26th St	A	B

BRIDGE DATA

The data comes from the FHWA's National Bridge Inventory (NBI). Overall bridge condition is determined by the lowest rating of the NBI conditions ratings for deck, superstructure, substructure, or culvert. If the lowest rating is greater than or equal to 7, the bridge is classified as good. If it is less than or equal to 4, the classification is poor. Bridges rated 5 or 6 are classified as fair.

Table 13: Bridge Conditions in Rifle

Bridge Condition	Structure Number	Year Built	Bridge Condition	Deck Condition	Superstructure Condition	Substructure Condition	Channel Condition	Culvert Condition
1	16th ST BRIDGE	2000	Fair	6	6	7	7	N/A
2	3rd ST BRIDGE	1931	Fair	5	5	6	7	N/A
3	CREEKSIDE BRG	2006	Fair	7	6	7	6	N/A
4	F-05-AA	1980	Fair	N/A	N/A	N/A	7	6
5	F-05-AC	1987	Good	N/A	N/A	N/A	6	7
6	F-05-C	1954	Fair	8	5	7	7	N/A
7	F-05-I	1975	Fair	6	7	7	N/A	N/A
8	F-05-J	1975	Fair	6	7	6	N/A	N/A
9	F-05-K	1975	Fair	6	5	6	5	N/A
10	F-05-L	1975	Fair	5	5	5	5	N/A
11	F-05-M	1975	Fair	6	6	6	N/A	N/A
12	F-05-N	1975	Good	7	7	7	N/A	N/A
13	F-05-O	1975	Good	7	7	7	N/A	N/A
14	F-05-P	1975	Fair	6	6	6	N/A	N/A
15	F-05-Q	1976	Fair	7	6	7	N/A	N/A
16	F-05-R	1976	Fair	6	6	5	5	N/A
17	RAILROAD BRG-A	1989	Fair	6	7	7	7	N/A
18	WHITERIVER AVE	2004	Good	7	8	7	7	N/A

Appendix B: Community Engagement

COMMENTS

Table 14: Open House Comments about Schools

Railroad Ave in front of the middle school is busy in the afternoons. Need more walking options for kids.
Lower speed limit around Columbine Ford and Wamsley Elementary.
Speed limit enforcement on East Ave. Concern with East Ave & Morrow Street.
Residents west of Wamsley can't access school on foot because of dangerous intersection crossing the highway.
Slow traffic around schools.
Lower speed limit and more enforcement along East Ave from 5th to 9th. Need for speed bumps.
Lower speed limit along Highway 13 between Whiteriver and Wamsley Elementary.
Railroad Ave in front of the middle school is busy in the afternoons. Need more walking options for kids.

Table 15: Open House Comments about Walking and Biking

Dangerous intersection at Willow Ranch and across from Kum & Go neighborhood. 4 lanes of traffic must be crossed at the Kum N' Go intersection to access a sidewalk.
Need sidewalk from W 26th to W 24th. Weeds are overgrown, too hard to walk on shoulder of road.
Repair concrete sections that are in poor condition.
Need sidewalk on the west side of Hwy 13 connecting the North neighborhoods to the Whiteriver stop light.
Need safe crossing at 7th & Whiteriver.
Complete missing sidewalk gaps.
Need for safe bike infrastructure.
Turn old bridge across the Colorado River into a pedestrian bridge and allow for food trucks.
No pathways in Old Town, huge need for a path on this side of town.
5th & Whiteriver, no safe crossing. Stop sign is past the crossing and cars park all the way to the corner.
Pedestrian Light at the post office is impossible to see as a walker. Unable to see if cars will stop.
Residents on the south side need access to recreation activities. Potential for bike/trail amenities on city-owned property.

Table 16: Other Open House Comments

Several near crashes at 5th & Whiteriver because vehicles do not stop.
7th + Clarkson cars parked on the streets cause blind spots when trying to turn from Clarkson onto 7th.
Street parking limits the visibility for cars on Whiteriver when crossing 3rd, 5th, & 7th Streets.
Speed enforcement on Whiteriver between 2nd and 9 th .
More roundabouts.
Connect Rifle Creek Trail to LoVa bike trail and south side of town.
Reintroduce the trolley system. High speed rail system to Aspen, and the trolley brings residents to the rail system or BRT. Need to address the number of cars on the road.
Eastern bypass from I-70 E. Rifle exit to north side of Rifle to connect to Hwy 13 without going downtown.
No Semi Trucks on East Ave or White River.
Difficult to slow traffic traveling downhill on 3rd Street & 7th Street, causes issues at intersections during the winter.
Dog bag stations would be useful on Whiteriver.

Table 17: Online Interactive Map Pins, Comments, and Estimated Locations

Map Pin Category	Comment	Map Address
Walking concern	Trail abruptly ends with no clear continuation	250 West 2nd Street
Walking concern	Traffic is too fast on 7th street to safely cross anywhere near here	621 Jarrad Avenue
Walking concern	Cars drive so fast in this neighborhood that it is dangerous to cross the street on 3rd or 5th or 7th anywhere near the top of the hill. I live on 2nd street and walk daily towards the trails at the east end of 5th street and towards the cemetery by the Catholic Church. I have to run to cross the road at 3rd, 5th or 7th because even if a car is not in sight when starting to cross, they far exceed the speed limit when coming up the hill from town or from the hospital side.	636 East 3rd Street

Map Pin Category	Comment	Map Address
Walking concern	There's no good way to get to the pool, police, or courthouse from the bike path without going down to 16th and back or being on the road from where the path intersects with white river down to 18th street. There's no sidewalk on white river from 16th to almost 21st on either side.	1820 Whiteriver Avenue
Walking concern	No sidewalk	27858 Centennial Parkway
Walking concern	No sidewalk	2106 Access Road
Walking concern	[no text present]	827 West 3rd Street
Walking concern	Needs sidewalks so families can safely enjoy evening strolls.	1440 Access Road
Walking concern	Needs sidewalk all along, many blind corners and narrow road without shoulder.	1801 West 2nd Street
Walking concern	No sidewalks or cross walk to go from west rifle to main rifle.	Rifle Bypass
Walking concern	Sidewalk w26th to W24th walking safety	101 East 26th Street
Walking concern	[no text present]	900 Airport Road
Walking concern	Need sidewalk or asphalt pathway for students and signs that show the path from Howard to Prefontaine to the high school. So, the kids will stop waking on the side of Hwy 6. It's dangerous!	1801 Howard Avenue
Walking concern	Needs flashing cross walk. High speed through here. I've seen pedestrians have to run across due to vehicles going to fast and/or not seeing them. Most of which have been adolescents going to school.	200 West 20th Street
Walking concern	Flashing cross walk. There is a lot going on in this area. Pedestrians are hard to see	2001 Railroad Avenue
Walking concern	Brand new sidewalks again from 5th St to 9th Street. This time Light poles will be in the middle of the sidewalks. Is this even ADA compliant?	123 McCulloch St
Walking concern	Brand new sidewalk installed with a 12 to 24 drop off along the inside corner by Bray. There should have been some kind of barrier placed along here	508 Railroad Avenue

Map Pin Category	Comment	Map Address
Walking concern	There is not a continuous sidewalk on the south side of the 7th street. This is dangerous especially during soccer games at Davidson when cars park on the south side of 7th street. Plus, there is nothing to tie the dirt trail (5th to 7th trail) for bikers to sidewalks. There is not enough parking at Davidson Park.	1500 East 7th Street
Walking concern	[no text present]	11728 Rifle-Rulison Road
Walking concern	This whole section needs to be painted red for no parking. There needs to be at least 1 car length of space BEFORE the crosswalk where cars are not allowed to street park. This would allow visibility for east bound drivers to see potential pedestrians crossing to the parking lot from the nursing home.	701 East 5th Street
Walking concern	Children walking	511 West Avenue
Walking concern	No sidewalks	11972 Rifle-Rulison Road
Walking concern	Drivers cannot see you coming and they pull way past stop sign to see around vehicles and corners. Almost have been hit twice now	301 East 7th Street
Walking concern	Cannot safely cross due to cars parked along streets, drivers not paying attention or driving erratically.	236 East 5th Street
Walking concern	Can a flashing yellow pedestrian light be installed?	201 Railroad Avenue
Walking concern	More lighting along Whiteriver	1149 Whiteriver Avenue
Walking concern	Parking needs to be more available on third. Too many unnecessary patios that are very rarely full taking up valuable parking.	115 East 3rd Street
Walking concern	There are people who walk up German Hill, and it poses a very dangerous distortion for pedestrians and motorists.	1464 North Graham Road
Walking concern	There are people who walk up German Hill, and it poses a very dangerous distortion for pedestrians and motorists.	1107 South Graham Road

Map Pin Category	Comment	Map Address
Walking concern	I live off west 2nd and see school kids, people with pets everyday walking up or down west 2nd. it needs to have a sidewalk it is a very unsafe street the people drive like it's Daytona 500 and is very unsafe for walkers. Also need more streetlights for the morning and night hours.	815 West 2nd Street
Walking concern	High school students and others walk here and there is no sidewalk or shoulder	1350 Prefontaine Road
Walking concern	Some GME kids walk or bike across here to use sidewalk on south side of 16th. The crosswalk needs to be safer/more visible.	1395 16th Street
Walking concern	Any chance of a sidewalk on the west side of the bypass between 30th and 24th?	2495 Railroad Avenue
Walking concern	Pedestrian flashing cross walk for GRH folks to access commercial center without running across Airport	900 Airport Road
Walking concern	The trails along the Colorado River in this park are nice but I never go here because it's a pain to drive to and there's no connection to other trails. It would be great if Rifle connected its trail and made a trail system!	200 Lions Park Circle
Walking concern	It would be awesome if this trail continued to the south side of town. My family almost never visits any visit south of the interstate because we do most of our travel around town by bike/walking. Additionally, the trail system isn't very long, and it would be ideal if it could be extended and go through more areas in Rifle.	250 West 2nd Street
Walking concern	For residents that live in W 30th Street neighborhood, crossing Hwy 13 is a major safety concern. Without a stop light (or at the very least a pedestrian cross walk) the residents are cut off from accessing Wamsley school or Deerfield Park on E 30th. A stoplight would also slow traffic down as generally traffic is moving at speeds of 45-60 mph on this stretch which is crazy for being next to a school.	1992 Colorado Highway 13
Walking concern	Even though a crosswalk is here many motorists seem to be unable to notice when pedestrians are in the crosswalks. Some sort of light, like how there's a light up sign on 5th St. might be helpful. Between the people who work in the area and all the high school kids there's a lot of foot traffic.	1405 Railroad Avenue

Map Pin Category	Comment	Map Address
Walking concern	[no text present]	Colorado Highway 13
Walking concern	[no text present]	120 Whiteriver Avenue
Walking concern	[no text present]	120 Whiteriver Avenue
Walking concern	[no text present]	1427 Whiteriver Avenue
Walking concern	Dangerous crossing for pedestrians. Many times, I have almost been hit or seen others. Cars do not yield to the flashing lights, and cars are going too fast.	450 Airport Road
Walking concern	The crosswalk has faded off the asphalt. A pedestrian crossing sign would also be good.	900 16th Street
Bike concern	Sidewalk along this section has come settlement areas that should be leveled out. Tripping hazards.	450 Airport Road
Bike concern	More signage for road pedestrian traffic/crossing here	320 Colorado Highway 13
Bike concern	Need better marking here of path crossing	West 16th Street
Bike concern	Dangerous for biker and foot traffic in these roundabout crossings	320 Colorado Highway 13
Bike concern	Sidewalk view is blocked by trees for all pedestrian users on corner and cars come flying by like they're in a Nascar race with time.	Colorado Highway 13
Bike concern	Need markers for crosswalk at this intersection although one at stoplight not a clear one at the location as is close to bus stop.	134 Centennial Parkway
Bike concern	Side walls are narrow on bridge. Trail just turns out into road with no cross walk of trail makers	310 West 3rd Street
Bike concern	[no text present]	2732 Colorado Highway 13
Bike concern	Needs bike path so bikers can access west Rifle businesses and homes.	2102 Access Road

Map Pin Category	Comment	Map Address
Bike concern	No sidewalk or bike path.	1425 West 2nd Street
Bike concern	[no text present]	700 Taughenbaugh Boulevard
Bike concern	[no text present]	240 14th Street
Bike concern	No access for bikes or pedestrians	1992 Colorado Highway 13
Bike concern	Confusing and challenging to navigate, lots of gravel, high vehicle speeds.	2001 Railroad Avenue
Bike concern	For those folks who do need to ride on the road from here onwards on Airport Road, it would be nice to have a Bike Chevron on the road every mile or so, until you're past all the businesses. Just to remind drivers that they might encounter cyclists here!	1413 Airport Road,
Bike concern	Getting through these two roundabouts on a bike, jumping on and off the sidewalks feels dangerous. I'm always worried I'm going to get hit by a car (even though I'm paying attention!).	365 West 7th Street South
Bike concern	This section of the bike path is in bad shape.	2102 Airport Road
Bike concern	I've been riding my bike over to the Walmart area from downtown for about 6 months now, and *just* learned about this bike path! I think adding some signage pointing cyclists / pedestrians to the start of this trail would be great. It's not very intuitive as-is.	450 Airport Road
Bike concern	Add more biking and skating obstacles giving the kids a place to legally be able to try out tricks and obstacles. i.e. steps, grind boxes, street style, pump track etc.	668 Park Avenue
Bike concern	This section of road that connects downtown to the airport road businesses doesn't feel very bike friendly. Riding on the sidewalk feels dangerous because of potential collisions with pedestrians, and riding on the road also feels quite dangerous due to the lack of bike lane and speed of traffic.	320 Colorado Highway 13
Bike concern	I would like to see more of a skate and bike park here. The dirt part rarely gets used and think it would be better used as a concrete pump track and obstacles for skaters and bikers.	1538 Railroad Avenue

Map Pin Category	Comment	Map Address
Bike concern	This spot REALLY needs a sign indicating where to head to regain the path. Many people head down the private driveway here thinking it connects with the path.	1001 East Avenue
Bike concern	This spot needs a sign indicating where to head to regain the path.	111 East 10th Street
Bike concern	This spot needs a sign indicating where to head to regain the path.	948 Railroad Avenue
Bike concern	It would be great to have a bike lane or maintained sidewalk on this section of Railroad Ave. You can ride on the bridge, but I often run into pedestrians here (and I know it's not ideal to ride on the sidewalk!	938 Munro Avenue
Bike concern	This road connecting west rifle to main Rifle has no good bike path or walking path and multiple blind corners	1015 West 2nd Street
Bike concern	[no text present]	1427 Whiteriver Avenue
Bike concern	Bike / crosswalk. The fairgrounds are used as a 'cutoff' for bikes because of stair only access on Randolph Ave, so they cross at this area to get to the Rifle Creek Trail by 11th street	949 Railroad Avenue
Bike concern	Stairs are only access to trail, need an ADA ramp.	805 Randolph Avenue
Driver behavior concern	Speeders almost hitting kids and elderly	649 East Avenue
Driver behavior concern	Speeding in school zones and residential neighborhoods	Silt Mesa Road
Driver behavior concern	Lost 2 pets due to speeding traffic and people not paying attention while driving. Need 2 speed depressions on this road.	625 East Avenue
Driver behavior concern	Street not wide enough for amount of traffic going as fast as they do, and we have small children with their pets.	615 East Avenue
Driver behavior concern	Speeding all hours, killed 2 pets already. 18 kids on this street with one being special needs.	600 East Avenue
Driver behavior concern	People are speeding down East Avenue. They are at least going 40 mph maybe faster	532 East Avenue

Map Pin Category	Comment	Map Address
Driver behavior concern	People bypass Railroad and Whiteriver all the time and use East Avenue between 5th and 9th. A lot of people fly down our street! We have at least 18 children that live here. The speed limit should be changed to 10 mph to ensure the safety of our children.	633 East Avenue
Driver behavior concern	People use Ute Ave as a through street to miss the stop sign on 5th street. Their driveway too fast when kids are playing in the evening or early morning.	415 Ute Avenue
Driver behavior concern	This should have been widened to allow for a right turn "lane". I believe this was a missed opportunity when you did the beautification project. Most drivers going through the light are courteous enough to allow drivers to slide by. However, sometimes they have troubles triggering the light because they are too far to the left.	Colorado Highway 13
Driver behavior concern	Driving too fast	317 Prefontaine Road
Driver behavior concern	Will Ave has become a racing track it seems, and I don't feel safe walking down Will or Prefontaine from speeders.	425 Will Avenue
Driver behavior concern	[no text present]	730 Whiteriver Avenue
Driver behavior concern	[no text present]	436 East Avenue
Driver behavior concern	EXCESSIVE SPEEDING	629 Whiteriver Avenue
Driver behavior concern	Excessive speeding constantly. Texting and driving. Racing	538 Whiteriver Avenue
Driver behavior concern	I live near this intersection and constantly hear and see erratic behaviors including excessive display of horsepower, wheelies, & near accidents.	838 Whiteriver Avenue
Driver behavior concern	Parking at this location during soccer games is very dangerous and congested.	1416 East 7th Street

Map Pin Category	Comment	Map Address
Driver behavior concern	Cars, trucks and motorcycles race up and down 7th all day every day. I don't know if adding stop signs for East 7th Street traffic at Munro would help and I don't know if speed bumps are feasible or practical.	325 East 7th Street
Driver behavior concern	This should be a no left turn area both into and out of the Dunkin Donuts lot.	450 Airport Road
Driver behavior concern	Too many disregard the right of way of those in the traffic circle and cause issues ... in both roundabouts. I've experienced this multiple times, once where the non- yielding driver brake checked everyone when people honked their displeasure and another time where those of us in the roundabout had to circle around again when a panel truck ran the yield sign ...	450 Airport Road
Driver behavior concern	Why is there a left-hand turn. You can only get to the gas station. You can get to the same location if you go straight. Traffic is being clogged because drivers turn left preventing people going straight	120 Whiteriver Avenue
Driver behavior concern	People racing up and down Morrow, more so after dark.	849 Morrow Drive
Driver behavior concern	People speeding down the hill, not using turn signals and cars parked on side streets all the way to the intersection make crossing southbound very difficult and dangerous. You cannot see traffic coming up the hill until it's right at the intersection because of cars stacked along the streets. Whiteriver is just ultra narrow because of the amount of traffic parked on the street in general.	440 Whiteriver Avenue
Driving concern	People do not pay attention to drivers coming down or up the hill.	323 Whiteriver Avenue
Driving concern	All these 4-way intersections on Whiteriver need to be 4 way stops not 2-way. There is too much speeding and way too much traffic for the 2-way to work anymore.	337 Whiteriver Avenue
Driving concern	The turn into McDonald's and the car wash needs redone. It was originally marked in and out arrows on both sections with the little cement piece in the center. It's not enough room for people to be doing that. It needs to be one arrow in and one out. Remove the little cement area.	709 Taughenbaugh Boulevard

Map Pin Category	Comment	Map Address
Driving concern	Some type of flashing yield sign. My kids and I are almost t-boned several times a week in the mornings getting on the freeway. I'm in the roundabout headed to I70 EB and people fly right into the roundabout without even looking. Several times it's been dump trucks and a semi I've avoided by slamming my breaks and swerving.	701 Taughenbaugh Boulevard
Driving concern	Drivers always hug this side of the road by the path where the ditch is and sometimes drive off. The road is a bit narrow around here. Can we widen the road or put a guard rail just off the road along this section? It's unsafe for the people walking and biking too! Thanks 😊	1820 Whiteriver Avenue
Driving concern	Speeding excessively from FedEx trucks and UPS to local construction companies.	1524 Beech Street
Driving concern	Change intersection lane configuration on 16th (at Railroad) to combo straight/right turn and dedicated left turn lane (instead of combo left/straight and dedicated right turn), especially in the westbound direction. Cars that can't turn left during heavy traffic back traffic up for multiple light cycles and sometimes lead to dangerous left turns on red lights.	1601 Railroad Avenue
Driving concern	This is a dangerous intersection - drivers on Whiteriver cannot see vehicles on 5th because of all the parks cars. (East bound traffic is particularly difficult to see until they are right at the intersection.)	440 Whiteriver Avenue
Driving concern	There should really be a traffic light here. There are times when it's incredibly difficult for vehicles to turn onto Hwy 13 because of the traffic. Additionally, since the last traffic light heading north is at the Whiteriver intersection, traffic is generally going very fast which is frustrating since it's within the city - also noisy for the neighborhood. Slow down traffic with a light.	2051 Railroad Avenue
Driving concern	This intersection may be more efficient as a roundabout - has the city investigated this?	320 Colorado Highway 13
Driving concern	Firethorn is very narrow, and when cars are parked on both sides of the street, this corner gets tight for two lanes of vehicles. Maybe only allow parking on one side of Firethorn Dr.	1332 Firethorn Drive
Driving concern	Morrow Drive/9th Street is constantly falling apart. A new plan is needed versus patching holes.	849 Morrow Drive

Map Pin Category	Comment	Map Address
Intersection concern	This intersection is becoming dangerous trying to turn left from Taco bell, Rib City, and the new homes. It's hard to cross especially during lunch hours and evening hours. Cars are speeding up coming out of the roundabouts and people slowing down before entering the round abouts. Timing never works.	721 Smith Street
Intersection concern	This is very hard to truckers that are coming from the West Bound off ramp and trying to turn right onto HWY 13 and immediately turn left into the Rest Stop. Not a lot of room to cross 2 lanes and turn left.	Colorado Highway 13
Intersection concern	This intersection is difficult for cars coming down 3rd and trying to turn left onto Whitewater. It's very difficult to turn when cars are parked on Whitewater too close to the intersection. Especially when its icy out.	323 Whiteriver Avenue
Intersection concern	8 out of 10 vehicles blow through this stop sign	802 East Avenue
Intersection concern	The intersection of Whiteriver and 5th is a big safety concern. Near accidents are observed multiple times a day and drivers do not obey the posted speed limit, and it is rarely patrolled.	123 McCulloch Street
Intersection concern	[no text present]	730 Whiteriver Avenue
Intersection concern	How do the people who live here walk or bike safely with no light, and no sidewalk?	2043 Colorado Highway 13
Intersection concern	Their needs to be a turn lane at the brand-new intersection allowing people to take a left on Whiteriver onto 6&24	120 Whiteriver Avenue
Intersection concern	Can this intersection get a light that flashes red for an all-way stop during school drop off and pick up, and reverts to yellow flashing for through traffic on Prefontaine the rest of the day?	569 Prefontaine Road
Intersection concern	Such a dangerous intersection so close to a school. Please consider a light and crosswalks.	1992 Colorado Highway 13
Intersection concern	Cars can park too close to the corners on the east side of the street. This causes blind spots for cars turning north or south on Whiteriver.	637 Whiteriver Avenue
Intersection concern	[no text present]	916 Munro Avenue, Rifle

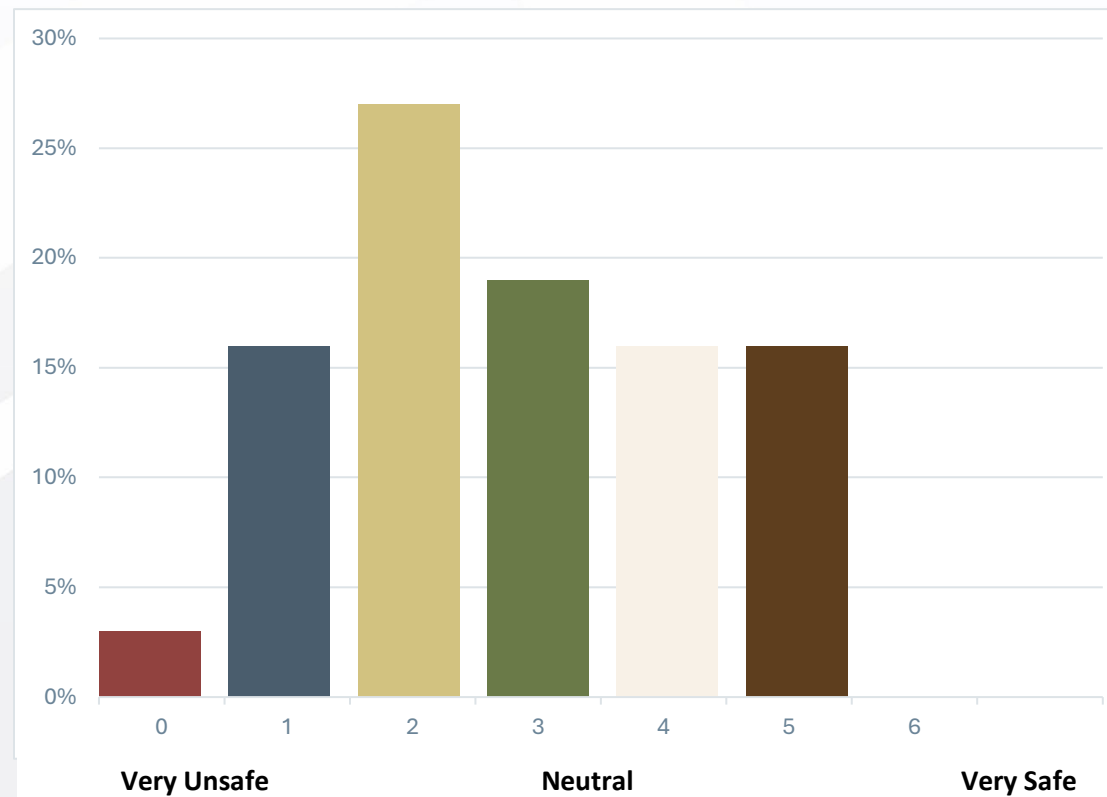
Map Pin Category	Comment	Map Address
Intersection concern	Speed that cars drive down 24th.	614 West 24th Street, Rifle
Intersection concern	This crossing does not feel safe. Have had cars come through intersection while I was crossing and had the proper crossing signal noting I had the right of way to cross from south to north.	134 Centennial Parkway, Rifle
Intersection concern	Northbound/left turning traffic can't see eastbound traffic coming up the hill until they are on top of the intersection.	1581 Anvil View Avenue, Rifle
Intersection concern	Far too many people do NOT adhere to Whiteriver having to stop at Whiteriver and 5th street. This is a major problem!!!	300 East 5th Street, Rifle
Intersection concern	Unnecessary left turn light (for northbound) triggering impedes southbound traffic flow. Should be no left turn, if they need to go to the gas station, they should stay on highway 13. Instead, there should be a separate left turn lane for southbound traffic heading towards silt. People are overtaking drivers waiting for southbound left turners and it's an accident waiting to happen.	Centennial Parkway

SURVEY RESPONSES

Question 1: How safe do you feel walking or biking in Rifle?

Participants were asked to rate the level of walking and biking safety on a sliding scale of 0 to 6 with 0 feeling very unsafe and 6 feeling very safe. The average response was 2.77 with the greatest number of respondents selecting the number 2.

Figure 22: Online Survey Question #1 Results



XXV

Question 2: Which areas or intersections in Rifle do you think are the most dangerous for pedestrians or cyclists?

Table 18: Open-ended Responses to Survey Question #2

All intersections along White River
30th & Hwy 13 - dangerous to cross from neighborhood to school. White River & Hwy 13 - cars going north on White River and turning onto Hwy 13 don't look for pedestrians. The light at City Market where high school kids cross is dangerous.
Along the bridge, around the roundabouts, and the crossing at third Street off the path
9th and Railroad
I live near 2nd street and Clarkson. I walk every day with my dog in the area towards the Catholic Church cemetery on 7th and the dirt trails at the end of 5th street. Navigating the neighborhoods between 2nd and 7th at the top of the hill is extremely dangerous with how fast cars come up the hill from town or from the other side. Because of the hill it is impossible to see them coming when crossing 3rd, 5th or 7th anywhere in the two blocks near the top or the hill. I often must run to get across because they don't slow down when they see pedestrians. Slowing down traffic would help or adding sidewalks to the cross streets to make it possible to get off the street when there is traffic. So many cars are also parked on the roads in these neighborhoods. This combined with the lack of connecting sidewalks makes it feel dangerous every time I'm out, especially if it's in the morning or evening.
5th and Whiteriver!!!
There is one outside City Market. Motorists don't look out for pedestrians, and they will turn even if a pedestrian is in the crosswalk. There is also a hazard that intersection of a green box in the concrete that is on City property that needs to be addressed.
Cross Whiteriver, anywhere. People drive too fast and don't pay attention especially at 5th and 3rd streets. There are signs saying cross traffic does not stop but they don't seem to notice. It's scary in a car and scarier when you are walking.
24th and hwy13 / Colorado River bridge sidewalk
W 26th highway 13, Wamsley highway 13 intersection
Need sidewalk w 26th St to W 24th
East Ave and Whiteriver Ave
Airport Rd - From the end of the sidewalk at Walmart (heading east) to the city end (past Enterprise Ct). I see many walkers and bikers (typically during nighttime) whom have minimal road shoulder to allow for an acceptable space from moving vehicles.

Recommend extending the sidewalk from Walmart. The path by the highway is great, but most people not using it as its most likely too far from the road.

Roundabout at the I70 off and on ramps.

Highway 13 and 26th street/30th St, Railroad Ave near the fairgrounds, any 4-way stop sign, under the bridge at 9th St, the Park Ave bridge area, crossing the river bridge, the round-a-bouts in South Rifle, all of South Rifle.

Lind Ave, VERY dark, usually does not get plowed in winter

West 3rd street by Lillys pizza, you can hardly see pedestrians standing there

From Railroad up 9th Street is dangerous

Railroad and surrounding areas of the Middle School before and after school starts.

Whiteriver and 5th.

By police station bike path. Also crossing over to Kum & Go, I see people run across that huge street, so a crosswalk would be nice (near Ute Ave)

West Ave and 3rd street

Bypass/railroad, Whiteriver and 9th, Whiteriver and 5th, both roundabouts

Hwy 6&24 and Whiteriver Ave

Crossing the rifle airport road

Hwy 13 and 30th street. I think there should be a light here as well.

Crossing Hwy 13 bypass into Kings Crown

Coming from downtown, going toward Airport Road: I feel like the infrastructure supporting cyclists is great until you get to the Park-and-Ride. Then, the whole section between the Park-and-Ride over to the roundabout by the new Maverik / Old Kum-and-Go feels pretty sketchy on a bike, until you get to the bike path behind Sonic. (Also, getting to that bike path behind Sonic is not intuitive at all...I didn't even know it existed and had been riding down airport road to get to Walmart!)

Every main road with no bike path.

30th St & Hwy 13, 26th St & Hwy 13, I-70 & Hwy 13 (both roundabout and light) Hwy-13 & airport rd. Also, a bike lane on East Ave and 10th when the Rifle Creek trail goes through the neighborhood. There should also be a better connectivity to the south side of the interstate.

The bypass and west 2nd

30th & Hwy 13 and 16th west of Railroad all the way to the high school

Hwy 13 at Whiteriver and E 30th Streets.

The most dangerous intersection I've used is cross Hwy 13 on 30th St. I used to live in Rifle Creek Apartments and would go for walks but to get a walk (that neighborhood is super small) I'd have to cross the highway to get to Deerfield Park and it was terrifying! Traffic goes much faster than the speed limit - I never would have crossed this road if I had kids, most of the time I had to sprint and take my life in my hands.

Hwy 13 and 26th Street is basically impossible for pedestrians to cross. You end up having to walk to the light at Whiteriver, which is also dangerous.

Hwy 13 and Whiteriver is super dangerous because traffic goes way to fast on Hwy 13, and no one is expecting pedestrians. Most of the time pedestrians cross on the north side of the intersection and cars turning right onto Hwy 13 from White River turn on red which creates a dangerous situation. Some islands could be helpful.

Not an intersection, but City Markets parking lot is terrible for safety. I've walked and biked through, and it is scary either way. The south side of Rifle looks difficult for cyclists and pedestrians, but I don't go to that park of town for that reason - it's built for cars not people so I will do my shopping elsewhere.

When walking, I have issues around Garfield County and City Market on 14th and at Railroad and 14th. People turning into the parking lots or onto Railroad don't yield to pedestrians. Trying to cross Park Avenue on West 3rd is also horrible as cars pull forward to see and will hit anyone about to cross.

14th and railroad; railroad and centennial; the roundabouts

Whiteriver and Hwy 6, Morrow and Munro, crossing 16th at the walking path by Metro Park

Airport road crosswalk

5th & Whiteriver Ave. W. 5th. & 7th

White River/Hwy 6/Railroad. Also, white river and 16th street when it is dark. North Hwy 13 crossing the why (24th to 30th).

Whiteriver Avenue and Ninth Street or Whiteriver and 16th

Almost anywhere. People driving through neighborhoods at high speeds or on cell phones are everywhere. I don't feel safe taking my child and/or dogs for a walk because of the inconsiderate drivers.

5th and Whiteriver

Crossing Railroad at any area on a bike. Whiteriver Ave on a bike. Not enough bike paths or any bike lanes going all the way through town forces bikes into the flow of traffic.

Question 3: Are there enough crosswalks in the areas where you walk or bike? If not, where do you think new crosswalks are needed?

When asked about the sufficiency of existing crosswalks, 57 percent of the respondents said there are not enough crosswalks. Respondents who select “not enough crosswalks” had the option to write in areas where they felt additional crosswalks were needed.

Figure 23: Online Survey Question #3 Results

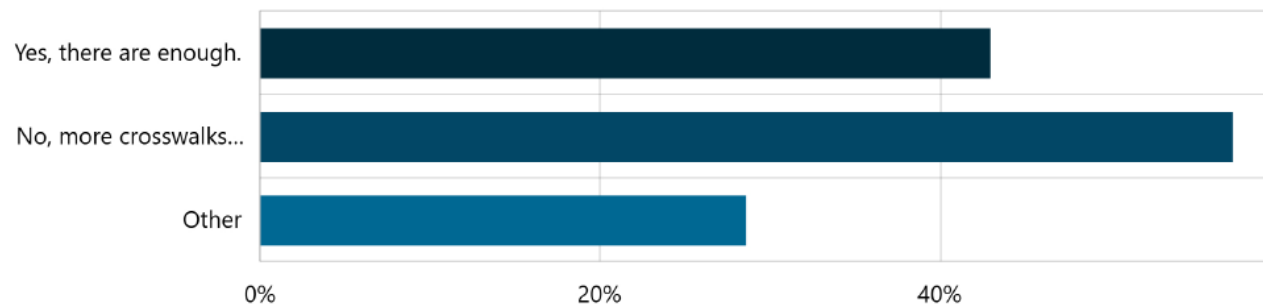


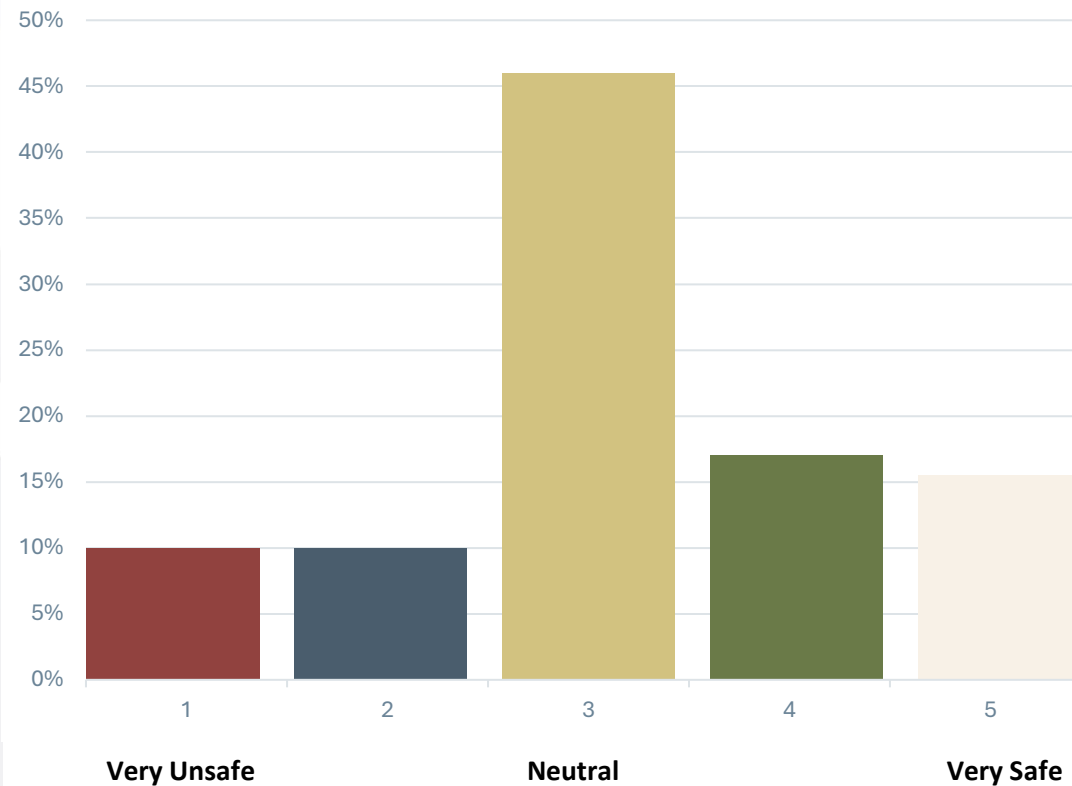
Table 19: Online Survey Question #3 Comments in "Other" Category

Ute and 3rd, Jarred or aspen Ave and 7th - all of the odd number streets above the top of the hill
Sidewalk w26th to w24th
633 East Ave
It's more about visual crosswalks, not just paint on the road, cars don't pay attention. All intersections on Railroad and Whiteriver, especially kids going across on their bikes.
Across from cum and go by ford needs pedestrian crossing
Railroad and 26th
Hwy 13 & 30th St
Need one to connect Grand River with Starbucks/Walmart and something at 30th and Hwy 13
Hwy 13 and E 30th Street
Hwy 13 at 30th and Hwy 13 at 26th.
The one on 16th Street west of Birch has faded. It needs repainting and/or a sign.

Question 4: How would you rate the safety of existing multi-use paths?

Participants rated the level of safety of existing pathways on a scale of 1 to 5, with 1 being least safe and 5 safest. The average score was 3.18, with 46 percent of respondents giving a 3 rating for the safety of multi-use paths.

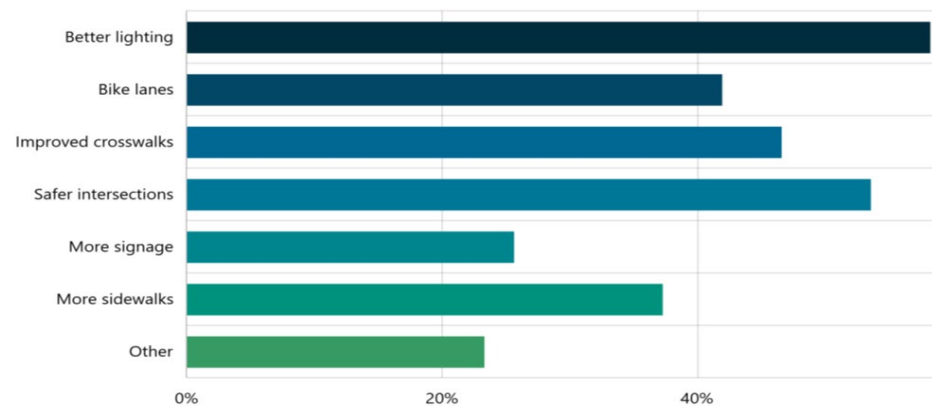
Figure 24: Online Survey Question #4 Results



XXX

Question 5: What improvements would make walking or biking safer and more convenient?

Participants responded to a multiple-choice question about ways to improve the walking and biking experience in Rifle. Response choices were randomized for each website visitor; the options available are listed in order from most to least responses received. Better lighting, bike lanes, improved crosswalks, safer intersections, more signage, more sidewalks, and other.

Figure 25: Online Survey Question #5 Results

Answer choices	Percent	Count
Better lighting	58.14%	25
Bike lanes	41.86%	18
Improved crosswalks	46.51%	20

Answer choices	Percent	Count
Safer intersections	53.49%	23
More signage	25.58%	11
More sidewalks	37.21%	16
Other	23.26%	10

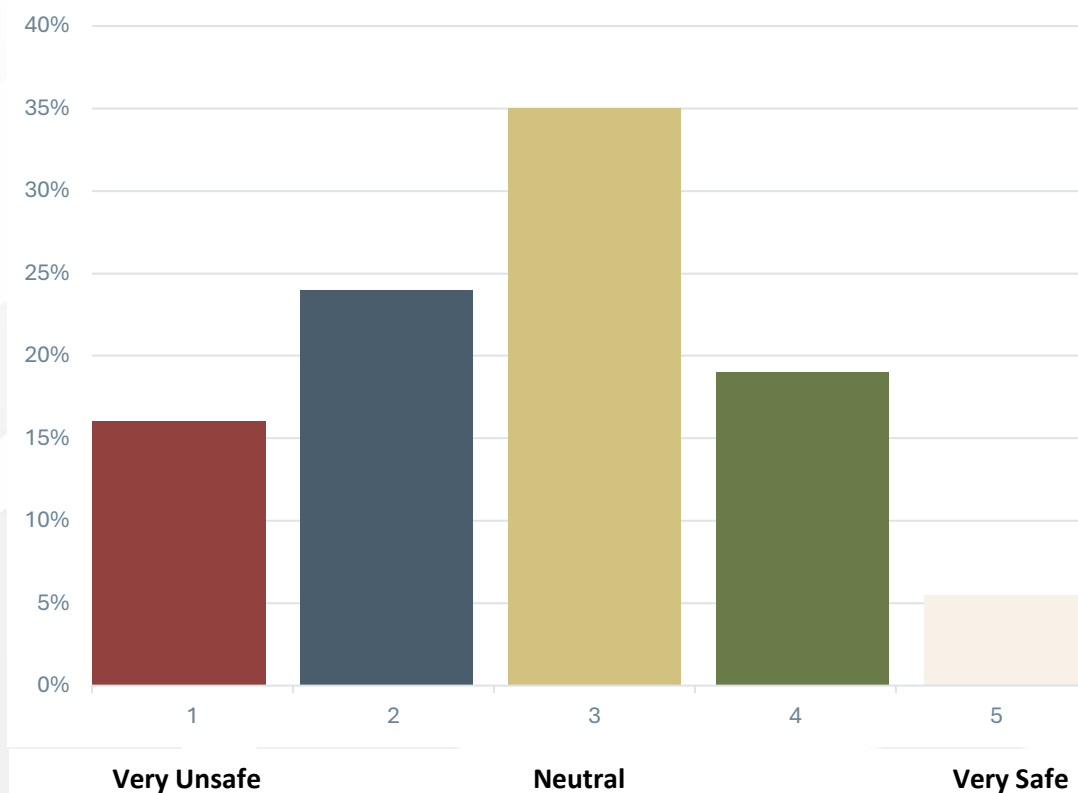
Table 20: Online Survey Question #5 Responses from "Other" Category

Wider sidewalks or bike lanes
Lower speed limits on East Ave and crosswalks on 7th and Whiteriver
We need better vision on the one-way intersections on white river. Cars park near the corners and you can't see if a car is coming half the time no matter how much you stop and look (downhill not so much uphill) also posting an officer once in a while so people don't run the stop signs when possible would be nice
The bike path along the interstate, behind Walmart, could use some love!
Trail connectivity. We have some nice trails, but they don't connect to the others, and you end up being on the streets.
Stop making it a danger for semis and motorhomes and trailers to come into town get where they need to go and be able to leave. And don't congest streets so much that road rage is inevitable! We've had no lines or anything for weeks on railroad, a lighted 4way stop and i haven't heard of an accident one, but all your safety and design in other places lots of accidents? Simple is better and makes plowing and maintenance easier.
Enforcing drivers turning must yield to pedestrians and stop at stop signs.
Speed enforcement
speed and moving violation enforcement. Just more enforcement in general. Had several hit and runs go unresolved, even when names and license info was given.
The 'trails' in town are for leisure/recreation and do not support travel/transportation by bike

Question 6: How effective are the current routes to schools in keeping students safe while walking or biking?

Participants rated the level of safety of the current routes to school on a scale of 1 to 5, with 1 being least safe and 5 safest. The average score was 2.73, with 35 percent of respondents giving a rating of 2 for the current level of safety along school routes.

Figure 26: Online Survey Question #6 Results



Appendix C: FEMA Floodplain Maps



Agenda Item #c.

Agenda Item Name:

Third Thursday Events Update

Presenter:

Zach Higgins, Planning Director
Kim Burner, Main Street Manager

Item Description:

Workshop Discussion

Recommended Action:

N/A General Discussion and Update

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Staff has started to book bands and DJ's for the events, Vendors are being contacted, working with the Chamber for the special event liquor license. The "Entertainment District" is being handed off to the business owners to pursue. Staff is considering the use of food trucks at downtown events.

Notification Requirements:

N/A

Prepared By:

Zach Higgins, Planning Director

Attachments:

1. Rifle, CO Charter and Municipal Code_16-3-90

Sec. 16-3-90. - Temporary uses.

- (a) Definition. *Temporary use* shall, for purposes of this Chapter, mean any outdoor retail and/or wholesale sales use on a short-term basis in one (1) location, including but not limited to: produce stands; prepared food stands; vehicles with kitchen facilities; and excluding temporary promotions or sidewalk sales by permanent businesses on their own property or in the public right-of-way pursuant to a valid encroachment permit. *Temporary sales structure* shall mean a structure for the purpose of storing or displaying goods for sale for a nonpermanent term outside of a preexisting building or structure, including but not limited to produce stands, tents, tables, racks, canopies, carts and trailers and other vehicles.
- (b) Permit required. It shall be unlawful for any person to conduct or establish any temporary sales use or structure within the City until a temporary use permit has been approved by the Planning Director, exempting specific circumstances as described herein. Temporary uses may only be permitted in designated zone districts as described herein upon approval of the Planning Director as provided in these regulations. Temporary use permits shall be valid for one (1) year from the date of issuance and shall be maintained on the approved location.
- (c) Nonfood sales prohibited. All temporary uses selling nonfood items are prohibited in all zone districts except as part of an approved master plan or as excepted below.
- (d) Exceptions. The following temporary uses shall be exempt from obtaining a temporary use permit pursuant to this Chapter.
 - (1) Temporary uses associated with not-for-profit organizations, groups or community events (i.e., Christmas tree sales, Boy Scout sales, etc.), provided that such uses operate for no more than two (2) months out of the calendar year and meet the location requirements described herein.
 - (2) Special community events or festivals, such as a farmers' market, which shall be reviewed under the City's special events permit process. Temporary sales uses associated with a community event shall be subject to all licensing requirements, including sales tax.
 - (3) Temporary uses to be conducted on public property (sidewalks, etc.), which shall be subject to the City's encroachment permit regulations at Chapter 11, Article II.
- (e)

Temporary produce sales. Temporary produce sales are permitted in the Community Service (CS) and Tourist Commercial (TC) zone districts, as long as such sales operate for no more than sixty (60) days out of the calendar year. There shall be no limit on the number of produce sales in permitted areas. Temporary produce sales must still obtain a permit under this Chapter and obtain a sales tax license.

(f) Seasonal food sales. Seasonal food items such as snowcones, lemonade, ice cream and other non-entrée items are permitted in the Community Service (CS) and Tourist Commercial (TC) zone districts. Seasonal food sales are permitted on a seasonal basis not to exceed five (5) months out of the calendar year. There shall be no limit on the number of seasonal food sales in permitted areas. Seasonal food sales shall be limited to a trailer or other structure no greater than fifteen (15) feet by ten (10) feet in size. Seasonal food sales shall meet all performance standards and permitting requirements for temporary uses contained in this Section.

(g) Prepared food temporary uses.

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

- a. General Commercial and Light Industrial Districts. Eight (8) prepared food vendors shall be permitted in areas of the City zoned Tourist Commercial (TC) and Community Service (CS). Two (2) additional temporary use permits may be issued in accordance with this Chapter, provided that the use does not operate for longer than twelve (12) days in a calendar year.
- b. Central Business District. Three (3) prepared food vendors shall be permitted in the Central Business District at any one (1) time on private property or on public plazas.

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

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

b. Central Business District.

1.

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

2. Prepared food vendors shall not be permitted on streets, parking spaces, or sidewalks.
3. The maximum cart size for prepared food vending carts in the Central Business District shall be eight (8) feet long by six (6) feet wide by eight (8) feet tall. Vehicle-based vendors shall not be permitted. Vending carts and equipment must be removed when not in operation.
4. Temporary use permits for the Library/City Hall Civic Plaza shall be issued via the Rifle Parks Vending Permit application process, but shall still count towards the three (3) vendors permitted in the Central Business District.

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

- (1) Temporary uses shall operate in the approved location through the length of the permit.
- (2) The use meets all setbacks, buffers from incompatible adjacent uses and other requirements of its specific zoning district.
- (3) The applicant has all licenses required by this Code and state law, including a sales tax license.
- (4) For food sales, the applicant has evidence of Colorado Department of Public Health and Environment approval.
- (5) The use occurs on a paved surface with marked parking spaces.
- (6) The hours of operation of the temporary use shall be reviewed and approved based upon the nature of the use and the location. During hours in which the operation is to be closed, the site will be vacated except for any structures approved as part of the application.
- (7) Adequate off-street parking is provided to serve the use, and the use shall not displace the required off-street parking spaces or loading areas of the principal permitted uses on the site or interfere with the flow of vehicle or pedestrian traffic. A maximum of two (2) temporary use permits may be approved by staff for any one (1) property. If a property owner feels that their property can support additional temporary uses above that which staff will approve, additional temporary use permits for any single property may be reviewed by the Planning and Zoning Commission through a Conditional Use Permit.

- (8) The use is compatible in intensity, characteristics and appearance with existing land uses in the immediate vicinity of the proposed location. Factors such as location, access, traffic generation, noise, light, dust control and hours of operation will be considered.
 - (9) The proposed use and structure have a neat and clean appearance and properly disposes of any trash within fifty (50) feet of the use with evidence of the location of legal trash disposal.
 - (10) Proposed lighting shall not glare onto adjoining properties or onto public streets.
 - (11) No merchandise shall be displayed within thirty (30) feet of an intersection of the curb line of any two (2) streets; within the required setback area of the parcel on which the use is to be located; within ten (10) feet of any curb cut; or within one hundred fifty (150) feet of any structure primarily used as a residence.
 - (12) Signs shall be limited to twenty-four (24) square feet of signage affixed to the temporary use structure. No flags, banners or other signage shall be permitted. Temporary uses in the downtown may have an A-frame sign that conforms with the requirements of the sign code.
 - (13) Noisemakers of any kind, including amplifiers, shall be prohibited.
- (i) Revocation of permit. In addition to any other available remedies, permits issued pursuant to this Section may be revoked or suspended by the Planning Director based on evidence of fraud, misrepresentation, an incorrect statement contained in the application for a permit, failure to comply with permit conditions, failure to cure any violation within five (5) days of notice from the Planning Director or any other violation of this Code or state statute. Written notice of the suspension or revocation, along with supporting grounds therefor, shall be mailed, postage prepaid, to the permittee at his or her last known address or hand-delivered to the permittee at least three (3) days prior to the effective date of the suspension or revocation. The Planning Director may, whenever he or she determines that it is necessary for the immediate preservation of the public health, safety or welfare, immediately suspend a permit issued hereunder. Such suspension shall be for a period not to exceed seven (7) days, during which time notice shall be given within the provision of this Section.
 - (j) Application and review. All applications for temporary uses will be reviewed according to the procedures set forth in Article V of this Chapter. Application submittal requirements are specified in Article VI of this Chapter.
- (Ord. 2 §2, 2009; Ord. 8 §2, 2011; Ord. 6 §2, 2014; Ord. 10 §2, 2016; Ord. 22 §9, 2022; Ord. 7 §2, 2024)



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the March 19, 2025 Regular Meeting

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Minutes of the March 19, 2025 Regular Meeting

Recommended Action:

Move to approve the minutes of the March 19, 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 19, 2025, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 03.19.2025 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

March 19, 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 Alicia Gresley, Councilor Michael Clancy, Councilor Chris Bornholdt, Councilor Karen Roberts, and Mayor Sean Strode.

Councilor Alicia Gresley moved to excuse Councilor Clint Hostettler from tonight's meeting; seconded by Councilor Michael Clancy.

Roll Call: Yes - Karen Roberts, Chris Bornholdt, Joe Carpenter, Michael Clancy, Alicia Gresley, 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, Planning Director Zach Higgins, Main Street Manger Kim Burner, Civil Engineer Craig Spaulding, Utilities Director Jared Emmert, Natalie Bowman, Lillian Dahlin, and Terry Davis.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Minutes of the March 5, 2025 Regular Meeting
- B. Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres
- C. Consider Liquor License Renewal for Rifle Tequila's Inc., dba Tequila's
- D. Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill
- E. Consider Conveyance of Cemetery Space
- F. Letter of Support for Middle Colorado Watershed Council Grant Request

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

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

No – None.

PUBLIC HEARING

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

Civil Engineer Craig Spaulding and Planning Director Zach Higgins presented a request to 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. The amendment 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. The grading permit will only be warranted for large projects. The erosion and dust control standards 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. The grading permit will be for larger projects exceeding 6000 square feet or 50 cubic yards of excavation. The permits will be active for one year with the ability to extend. Adding erosion and dust control standards provide clear guidelines 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. The fee associated with the permits is \$250.00 to cover review and operations. Both Staff and members of the Planning and Zoning Commission recommend moving forward with the amendments to Chapter 16 of Rifle Municipal Code.

Civil Engineer Craig Spaulding and Planning Director Zach Higgins answered questions for Council.

Councilor Alicia Gresley moved 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; seconded by Councilor Karen Roberts.

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

No – None.

REGULAR AGENDA

Consider the Appointment of Lillian Dahlin to the Rifle Housing Authority Board

Executive Director of Rifle Housing Authority Natalie Bowman and Lillian Dahlin presented a request to consider the appointment of Lillian Dahlin to the Rifle Housing Authority Board. Lillian Dahlin has applied to be on the Rifle Housing Authority Board to fill the current vacancy. The Housing Authority Board has recommended her appointment to the Rifle Housing Authority Board.

Councilor Alicia Gresley moved to approve the appointment of Lillian Dahlin to the Rifle Housing Board; seconded by Councilor Michael Clancy.

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

No – None.

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

Civil Engineer Craig Spaulding presented a request to consider authorizing the City Manager to sign the Colorado Department of Transportation Bridge Joint Agreement – Resolution No. 7, Series of 2025. The Railroad Avenue Bridge was part of the Colorado Department of Transportation devolution that made the surface of the road the responsibility of the City and the bridge remained the responsibility of Colorado Department of Transportation. 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. The requested agreement states that the City will be reimbursed for the bridge joint repairs, which are the responsibility of Colorado Department of Transportation. The total cost of the bridge joint repair and overlay project is \$1,116,592. The portion of the total cost that is specifically for the repair of bridge joints is \$153,205, which will be reimbursed by Colorado Department of Transportation to the City. Staff recommends pursuing this agreement with the Colorado Department of Transportation in order to receive the reimbursement.

Civil Engineer Craig Spaulding answered questions for Council.

Councilor Chris Bornholdt moved to approve Resolution No. 7 Series 2025 to allow the City Manager to sign CDOT Bridge Joint Reimbursement Agreement; seconded by Councilor Alicia Gresley.

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

No – None.

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

Civil Engineer Craig Spaulding presented a request to consider authorizing the City Manager to sign a Memorandum of Understanding for the land exchange and Park & Ride development. This land exchange has been approved in a previous Memorandum of Understanding as well as an approved subdivision. The former Memorandum of Understanding has expired and has now been revised. The final product places the Park & Ride in the back of the Rifle Depot and exchanges the existing Park & Ride to be developed. The presented Memorandum of Understanding achieves the same land exchange as previously discussed with minor changes to the process. A review has been performed by all necessary parties and staff recommends the approval of this Memorandum of Understanding, as it is critical to completing the Land Exchange and Park & Ride Improvements Project. The existing Park & Ride is maintained by the City of Rifle. The new Park & Ride will be larger but in better condition, making maintenance less of a priority initially. The labor and maintenance described in the requested Memorandum of Understanding is included in the 2025 Budget and has also been awarded a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant in the amount of \$2,742,472.48.

Civil Engineer Craig Spaulding answered questions for Council.

Councilor Alicia Gresley moved to allow the City Manager to sign Memorandum of Understanding for Land Exchange and Development of Park & Ride; seconded by Councilor Karen Roberts.

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

No – None.

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

Procurement and Grant Reporting Manager Iris Trevisano presented a request to consider approving Department of Local Affairs Energy and Mineral Impact Fund grant for Penwell Phase 1 – Resolution No. 6, Series of 2025. 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 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 Avenue, 16th Street, and Graham Mesa Ave. 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. The line was identified as a priority in the 2020 Water Master Plan. The design of the project has been previously approved by City Council. The construction portion of the project will be put out to bid following standard Rifle Municipal Code procurement procedure. This resolution will also authorize staff to apply for a \$1,000,000 Energy and Mineral Impact Fund grant to support Phase 1 of the project. Staff recommends the approval of the Department of Local Affairs Energy and Mineral Impact Fund grant for Penwell Phase 1.

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

Councilor Alicia Gresley moved 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; seconded by Councilor Chris Bornholdt.

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

No – None.

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

Parks and Recreation Director Austin Rickstrew and Procurement and Grant Reporting Manager Iris Trevisano presented a request to consider approval for the purchase of new flooring and installation services for the Parks building. The Parks Maintenance Facility is nearly twenty years old, and the flooring is starting to show significant wear. After assessing the current flooring condition, it was decided to replace the carpet and deteriorating flooring with luxury vinyl tile planks throughout the building. The advantages of luxury vinyl tile include lower cost,

better scratch resistance, and waterproof performance. A Request for Bids was issued, and staff received a single response from AG Flooring, LLC. The project is within budget, as \$35,000 was allocated for it in the 2025 budget. AG Flooring, LLC previously replaced the flooring at the City's Justice Center last year with good results; therefore, staff recommends awarding this project to AG Flooring, LLC.

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 new flooring and installation services from AG Flooring, LLC in the amount of \$30,057.10; seconded by Councilor Karen Roberts.

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

No – None.

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

Main Street Manager Kim Burner and Procurement and Grant Reporting Manager Iris Trevisano presented a request to consider approval for the purchase of special event street closure barricades and signage. 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 the Parks and Recreation Department, which also hosts special events, and the Operations and Maintenance 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. Staff recommends using Safety and Construction Supply-Rifle as the supplier for the requested purchases. Staff is proposing the purchase of these barricades and signage for a total of \$22,529.45. In the past, the City hired a local traffic control company for street closures during special events, however, last year the company closed with no alternative companies in the area. These signs were not included in the 2025 Budget, but the purchase can 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.

Main Street Manager Kim Burner and Procurement and Grant Reporting Manager Iris Trevisano answered questions for Council.

Councilor Chris Bornholdt, moved to approve the purchase of Special Event Street Closure signage for \$22,529.45 from Safety and Construction Supply-Rifle; seconded by Councilor Karen Roberts.

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

No – None.

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

Planning Director Zach Higgins presented a request to consider approving IGA to participate as a member of the Intermountain Transportation Planning Region of Colorado – Resolution No. 8, Series of 2025. The Intermountain Transportation Planning Region helps establish the Statewide Transportation Improvement Program (STIP). This federally required program and plan prioritizes funding at the State level and makes projects eligible for federal funding. Colorado Department of Transportation also uses Intermountain Transportation Planning Region to prioritize their own regional spending. Projects identified on the Intermountain Transportation Planning Region priority list also have more viability for alternative grant funding where available. The Intermountain Transportation Planning Region is formalizing its partnerships with counties and municipalities by requiring the requested Intergovernmental Agreement to be signed in order to participate in a voting capacity. The Intermountain Transportation Planning Region has no dues and does not anticipate having dues in the future. Being a member of Intermountain Transportation Planning Region allows Rifle to vote on the region's transportation priorities, add any Rifle requests to the regional discussion, and helps prioritize Colorado Department of Transportation funding for the region. Staff recommends moving forward with the Intergovernmental Agreement allowing City of Rifle to participate as a member of the Intermountain Transportation Planning Region of Colorado.

Planning Director Zach Higgins answered questions for Council.

Councilor Alicia Gresley moved to approve Resolution No. 8 Series of 2025 to approve the Intergovernmental Agreement for membership in the Intermountain Transportation Planning Region of Colorado; seconded by Councilor Chris Bornholdt.

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

No – None.

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

City Manager Patrick Waller presented a request to consider a letter to the State of Colorado regarding transfers of Local Government Severance Tax Funds to the State General Fund. Several 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. 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's General Fund, which will result in a decrease in funding for Energy Impact Assistance Fund 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. The requested letter is addressed to our local State House Representatives to identify the important role that Energy Impact Assistance Fund grants play in the City of Rifle's capital construction projects.

Rifle City Council Meeting March 19, 2025

City Manager Patrick Waller answered questions for Council.

Councilor Chris Bornholdt moved to approve sending the letter to State Representatives regarding the transfer of Local Government Severance Tax Funds to the State General Fund; seconded by Councilor Alicia Gresley.

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

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 Michael Clancy, Councilor Alicia Gresley, and Councilor Jo Carpenter.

Adjournment

Meeting adjourned at 8:20 p.m.

Alexis Ramirez
City Clerk

Sean Strobe
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Approving the Purchase of Pool Chemicals

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Purchase of pool chemicals for the 2025 pool season.

Recommended Action:

Move to approve the purchase of pool chemicals from Progressive Commercial Aquatics in an amount not to exceed \$35,000.00.

Fiscal Impact:

This purchase was budgeted for 2025.

Operational Impact:

These products are required for the pool to operate safely.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

This request seeks approval for a sole source purchase from Progressive Commercial Aquatics for pool chemicals and supplies for the 2025 pool season.

Progressive Commercial Aquatics, based in Golden, Colorado, is the state's exclusive distributor of Accu-Tab products and the only regional supplier of the specialty calcium hypochlorite briquette required for our Accu-Tab chlorinators. The Accu-Tab chlorination system used at our facilities requires this specific briquette, which is unavailable from other suppliers.

In addition to the calcium hypochlorite briquettes, the City will purchase hydrochloric acid, clarifier, sodium bicarbonate, and pool conditioner from Progressive Commercial Aquatics. The City receives a discount when all chemicals are purchased through one provider. The City has experienced consistent and satisfactory service from the company, reinforcing the justification for continuing this partnership. Staff recommends approval of this sole source purchase to ensure the continued safe and efficient pool operation for the 2025 season.

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. Progressive Commercial Aquatics PO Request
2. Pool Chemicals Memo
3. Sole source Memo Procurement-Landmark Aquatics



CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Progressive Commercial Aquatics	

2.	Vendor Address
	505 Violet St., Golden, CO 80401

3.	For the Purchase of (description)
	Purchase of Pool Chemicals

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$35,000.00	\$38,500.00	

5.	Dept. Name	General Ledger Acct #
	Pool	210-4513-400-611

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

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

8.	Authorization Required
☒	City Manager
☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Austin Rickstrew Signer ID: CL51PBWV12...	03/27/2025
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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



Memo

To: Iris Trevisano, Procurement and Grant Manager

CC: Patrick Waller, City Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: March 27, 2025

Re: Sole Source Purchase Approval – Progressive Commercial
Aquatics

I am requesting approval for a sole-source purchase from Progressive Commercial Aquatics for pool chemicals and supplies for the 2025 pool season. Progressive Commercial Aquatics, based in Golden, Colorado, is the exclusive distributor in the state for Accu-Tab products and the only regional supplier of the specialty calcium hypochlorite briquette required for our Accu-Tab chlorinators. This specific chemical is necessary for the proper function of our pool chlorination system and is not available from other suppliers.

In addition to the calcium hypochlorite briquettes, the city will purchase hydrochloric acid, clarifier, sodium bicarbonate, and pool conditioner from Progressive Commercial Aquatics. The city has consistently received satisfactory service from the company, and continuing this partnership will help maintain efficient and safe pool operations.

Given the necessity of this product and the lack of alternative suppliers, I recommend approval of this sole source purchase to ensure uninterrupted operations for the 2025 pool season. Please let me know if you need any additional information.

Please let me know if you require additional information or have any questions regarding this request.

Thank you for your consideration.





Memo

To: Patrick Waller, City Manager
CC: Austin Rickstrew, Parks and Recreation Director
From: Iris Trevisano, Procurement and Grant Reporting Manager
Date: March 27, 2025
Subject: Pool Chemicals purchase from Progressive Commercial Aquatics

Pat,

Under Article III and Sec. 4-2-230 of the code, which outlines Miscellaneous Exemptions: Sole-Source, I recommend that Parks and Recreation utilize Progressive Commercial Aquatics (A Landmark Aquatic Company) for the purchase of pool chemicals and supplies for the 2025 pool season. After reviewing Austin's memo and researching the Accu-Tab products Progressive Commercial Aquatics is the sole distributor of the products. I recommend the purchase request for \$35,000 for the purchase of Pool Chemicals from Progressive Commercial Aquatics for the 2025 pool season.

Thank you,

Iris Trevisano

Procurement and Grant Reporting Manager





Agenda Item #5.c.

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 - 2nd 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 - 2nd 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. This item was approved at public hearing at the March 19, 2025 regular council 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 there 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



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 there 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

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 XVII Grading 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



Agenda Item #5.d.

Agenda Item Name:

Consider Planning Commission Board Reappointments

Presenter:

Zach Higgins, Planning Director

Item Description:

Reappointment of Helen Rogers, Dustin Marantino, Marc Caldwell, and Brian Dow to the City of Rifle Planning Commission for four year terms ending in April 2029.

Recommended Action:

Move to approve the reappointment of Helen Rogers, Dustin Marantino, Marc Caldwell, and Brian Dow to the City of Rifle Planning Commission for four year terms ending in April 2029.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Four (4) voting members of the Planning Commission have terms expiring in April of 2025. Four (4) of those members have requested reappointment.

Executive Summary:

The City of Rifle Planning Commission has four (4) seats expiring in April of 2025. Four (4) current members of the Planning Commission, Brian Dow, Dustin Marantino, Marc Caldwell, and Helen Rogers, whose seats are expiring this year, have expressed the desire to continue serving on the Planning Commission. All four (4) have provided a letter of interest and have requested reappointment to the Planning Commission. Their new term would begin April 2025 and run for four (4) years, ending in April of 2029.

Notification Requirements:

N/A

Prepared By:

Zach Higgins, Planning Director

Attachments:

1. Dustin Marantino P&Z Letter
2. Helen Rogers P&Z Letter
3. Marc_Caldwell_PC_TERM_Extension_2025
4. Brian Dow P&Z Letter_2025

Zach Higgins

From: Dustin LNU
Sent: Wednesday, March 26, 2025 12:09 PM
To: Zach Higgins
Subject: Re: Planning Commission Term

To City Council, Planning Commission and those whom it may concern,

As my current planning commission term comes to a conclusion, please allow this letter to express my interest in continuing my place on the commission if it so pleases the council and community.

Thank you,

Dustin Marantino

Sent from my iPhone

HR DESIGN

INTERIOR DESIGN + CONSULTING

218 East 3rd Street
Rifle, Colorado 81650
Tel: 970.274.6147
hrinteriordesign@msn.com

March 25, 2025

Planning and Zoning Commission
City of Rifle
202 Railroad Ave.
Rifle, Colorado 81650

To Whom It May Concern,

As some of you may know, upon returning to Rifle from the Front Range in 2004, I've been involved in a variety of projects not only through my commercial and residential interior design business, but serving on several boards in the Rifle Community. These include the Rifle Farmers Market, the New Ute Theater Society, Visitor Improvement Fund (GRIT), Community Newspapers, Inc., Bookcliff Arts Community Gardens, LoVa Trails and work on creating a new Boat Ramp for Rifle along the Colorado River.

I'm likely one of the few people who have served on P&Z for as long as I have, with several City Planners along the way, who have always brought something new to the table in the development and planning arenas.

I would like to serve for another term, as being on P&Z helps facilitate my part time work with the Downtown Development Authority and adds to better communication between the boards.

After living on the Front Range, I have a keen understanding of what over development can mean along I25 and believe the I70 corridor needs to pay attention as we live in such a desirable location.

Please consider extending my time on the Board as I feel I can contribute to the future of Rifle's growth through my design background and community visionary direction.

Thanks for your consideration.

Sincerely,



Helen Rogers

City of Rifle

I'm currently a member of the City of Rifle Planning and Zoning board and I would like to renew my position. I have been a member since late 2011 or early 2012.

Respectfully Submitted:

Marc Caldwell
Rifle, Co 81650

Zach Higgins

From: Brian Dow
Sent: Thursday, March 27, 2025 7:27 AM
To: Zach Higgins
Cc: Geir Sverdrup
Subject: Re: Planning Commission Term

Zach,
I am interested in staying on as a member of the PZ. Please consider this as my letter of intent. Thanks.

Brian Dow
Financial Advisor



Rifle, CO 81650





Agenda Item #7.a.

Agenda Item Name:

Consider Purchase of Replacement Network Equipment

Presenter:

Kelly Thompson, IT Director

Item Description:

Consider purchase of replacement network equipment for the City's IT Infrastructure

Recommended Action:

Move to approve the purchase of network switches and access points from Summit Partners (Arctiq) totaling \$67,981.88

Fiscal Impact:

This purchase was included in the 2025 budget. Cooperative purchasing agreement utilized - NASPO Valuepoint Master Contract AR1464 and Colorado Participating Addendum #20516YYY73/WSCA

Operational Impact:

Existing Access Points (APs) are showing their age in speed, connectivity, and security. New APs will provide more connections, faster connections, and better security. Some of our switches are due for replacement, and new switches provide better speed and security as well.

Prior Board Motions:

None

Background Information:

IT has a comprehensive plan for network equipment replacement, 2025 is the year for APs and some switches.

Executive Summary:

In keeping our network equipment up to date for both speed and security the IT Department has planned replacements of several aging switches and all of our existing Wireless Access Points throughout the City.

I had budgeted \$72,000 out of the IT Equipment account for this purchase. The attached Purchase Request comes in slightly below that at \$67,981.88.

Notification Requirements:

None

Prepared By:

Kelly Thompson, IT Director

Attachments:

1. Memorandum to Council - Aruba Networking Equipment
2. Arctiq PURCHASE REQUEST Aruba APs and Switches
3. CoR - Wireless - Arctiq.017987.v1.6
4. CoR - Switches - Arctiq.017994.v1.16



Memorandum

To: Honorable Mayor Strode and City Council; Patrick Waller, City Manager

From: Kelly Thompson, IT Director

Date: 3/27/2025

Re: Aruba Networking Equipment Purchase

In keeping our network equipment up to date for both speed and security the IT Department has planned replacements of several aging switches and all of our existing Wireless Access Points throughout the City.

I had budgeted \$72,000 out of the IT Equipment account for this purchase. The attached Purchase Request comes in slightly below that at \$67,981.88.

The attached quotations utilize cooperative purchasing through NASPO Valuepoint Master Contract AR1464 and Colorado Participating Addendum #20516YYY73/WSCA. Let me know if you have any questions.

Regards,

A handwritten signature in black ink that reads "Kelly Thompson". The signature is fluid and cursive, with a long horizontal line extending from the end.

Kelly Thompson



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Summit Partners / Arctiq	

2.	Vendor Address
	5241 California Avenue, Suite 150, Irvine, CA 92617

3.	For the Purchase of (description)
	Replacement Aruba Access Points (APs) and Switches

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$67,981.88	\$72,000.00	

5.	Dept. Name	General Ledger Acct #
	IT	620-4901-400-741

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

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

8.	Authorization Required	
	☒ City Manager	
	☒ City Council	

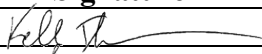
9.	Signatures		
	Position	Signature	Date
	Department Director		3/27/2025
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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

Phone:

Email: Justin.McDonald@arctiq.com

Web:

Quotation for:

Budgetary Aruba Wireless Refresh for 2025 – Full replacement of indoor and outdoor APs, currently of 3xx generation – Lifetime Warranty

Quote # 017987
Version 1

Prepared for:

City of Rifle

Prepared by:

Justin McDonald

Phone:

Email: Justin.McDonald@arctiq.com

Web:

Product

Ln #	Qty	Part Number	Description	Notes	Unit Price	Extended Price
This quote is at or below pricing on NASPO Valuepoint Master Contract AR1464 and Colorado Participating Addendum #20516YYY73/WSCA						
1	4	S3J36A	HPE Aruba Networking AP635 (US) Tri Radio 2x2 WiFi 6E Internal Antennas 5pack Campus Access Point, HPE Aruba limited lifetime hardware warrant		\$3,414.99	\$13,659.96
2	3	R7J28A	HPE Aruba Networking 630 Series Campus Access Points - 2.4 GHz;5 GHz;6 GHz - 2x2 MIMO - Wireless - Bluetooth;IEEE 802.11ax - WLAN Access Points - E0, E1: Two Ethernet wired network ports (RJ-45); Auto-sensing link speed (100/1000/2500BASE-T) and MDI/MDX ;		\$683.41	\$2,050.23
3	2	Q9G69A	AP-MNT-MP10-B AP mount bracket 10-pack B		\$97.51	\$195.02
4	3	R3J16A	R3J16A - HPE Aruba Networking APMNTB Campus AP Type B Suspended Ceiling Rail Flat 15/16 Mount Bracket Kit		\$12.95	\$38.85
5	3	R4W44A	Aruba 560 Series Outdoor Access Points - 2.4 GHz;5 GHz - Dual Radio - Outdoor - Wireless - WLAN Access Points - -1 10/100/1000BASE-T RJ-45 port, auto-sensing link speed and MDI/MDX - IEEE 802.3at PoE, or direct DC power (via optional power supply) - 15.6W		\$710.92	\$2,132.76
6	1	S0P50A	HPE Aruba Networking 670 Series Outdoor Access Points - 2.4 GHz;5 GHz;6 GHz - 2x2 MIMO - Single Radio - Outdoor - Wireless - WLAN Access Points - -1 10/100/1000BASE-T RJ-45 port, auto-sensing link speed and MDI/MDX -1 SFP Fiber port - 45.5W - HPE Aruba Ne		\$1,333.23	\$1,333.23

Product

Ln #	Qty	Part Number	Description	Notes	Unit Price	Extended Price
7	1	RDF	Retail Delivery Fee		\$0.00	\$0.00
Subtotal:						\$19,410.05

Phone:

Email: Justin.McDonald@arctiq.com

Web:

Budgetary Aruba Wireless Refresh for 2025 – Full replacement of indoor and outdoor APs, currently of 3xx generation – Lifetime Warranty

Sold To:

City of Rifle
202 Railroad Avenue
Rifle, CO 81650
Kelly Thompson
kthompson@rifleco.org

Ship To:

City of Rifle
202 Railroad Avenue
Rifle, CO 81650
Kelly Thompson
kthompson@rifleco.org

Quote Information:

Quote #: 017987
Version: 1
Expiration Date: 04/17/2025
Terms:
Freight: 5387
P.O. #:

Account Executive:

Arctiq - Mountain
Justin McDonald
Justin.McDonald@arctiq.com

Quote Summary	Amount
Product	\$19,410.05
Total:	\$19,410.05

Phone:

Email: Justin.McDonald@arctiq.com

Web:

Quotation for:

Budgetary Aruba Switch AOS to CX Replacement plus 2x POE Class 6 Switches

Quote # 017994

Version 1

Prepared for:

City of Rifle

Prepared by:

Justin McDonald

Phone:

Email: Justin.McDonald@arctiq.com

Web:

Product

Ln #	Qty	Part Number	Description	Notes	Unit Price	Extended Price
This quote is at or below pricing on NASPO Valuepoint Master Contract AR1464 and Colorado Participating Addendum #20516YYY73/WSCA						
1	3	JL727B#ABA	HPE Aruba Networking CX 6200 Switch Series - Quad Core ARM Cortex A72 1.8 GHz - 48x ports 10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port 4x 100M/1/10G SFP+ ports Supports PoE Standards IEEE 802.3af, 802.3at 1x USB-C Console Port 1x RJ-		\$3,689.73	\$11,069.19
2	2	R8Q71A	HPE Aruba Networking CX 6200 Switch Series - Quad Core ARM Cortex A72 1.8 GHz - 36x ports 10/100/1000BASE-T Class 6 PoE Ports, supporting up to 60W per port 12x ports SmartRate 1G/2.5G/5G BaseT Class 6 PoE ports supporting up to 60W per port 4x 1G/10G SFP		\$6,271.22	\$12,542.44
3	4	JL086A#ABA	HP X372 54VDC 680W 100-240VAC PS		\$375.89	\$1,503.56
4	2	JL669B	HPE Aruba Networking X751 Front to Back Fan Tray		\$259.36	\$518.72
5	2	JL658A	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - (24 1G/10G SFP+ ports, -4 1/10/25/50G SFP ports - 1Gbps: 1.99Sec, 10Gbps: 1.49Sec, 25Gbps: 2.85Sec 50Gbps: 2.82Sec - 100-240 VAC - 85 W		\$8,427.84	\$16,855.68
6	4	JL085A#ABA	Aruba X371 12VDC 250W 100-240VAC Power Supply United States English		\$278.78	\$1,115.12

Phone:

Email: Justin.McDonald@arctiq.com

Web:

Product

Ln #	Qty	Part Number	Description	Notes	Unit Price	Extended Price
7	2	J9281D	HPE Aruba Networking 10G SFP+ to SFP+ 1m Direct Attach Copper Cable - SFP+ Right Connector - SFP+ Left Connector - 1M Length - Limited Lifetime Warranty		\$60.29	\$120.58
8	2	JL725B#ABA	HPE Aruba Networking CX 6200 Switch Series - Quad Core ARM Cortex A72 1.8 GHz - 24x ports 10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port 4x 100M/1/10G SFP+ ports Supports PoE Standards IEEE 802.3af, 802.3at 1x USB-C Console Port 1x RJ-		\$2,423.27	\$4,846.54
9	1	RDF	Retail Delivery Fee		\$0.00	\$0.00
Subtotal:						\$48,571.83

Budgetary Aruba Switch AOS to CX Replacement plus 2x POE Class 6 Switches

Sold To:

City of Rifle
202 Railroad Avenue
Rifle, CO 81650
Kelly Thompson
kthompson@rifleco.org

Ship To:

City of Rifle
202 Railroad Avenue
Rifle, CO 81650
Kelly Thompson
kthompson@rifleco.org

Quote Information:

Quote #: 017994
Version: 1
Expiration Date: 04/17/2025
Terms:
Freight: 5387
P.O. #:

Account Executive:

Arctiq - Mountain
Justin McDonald
Justin.McDonald@arctiq.com

Quote Summary	Amount
Product	\$48,571.83
Total:	\$48,571.83



Agenda Item #7.b.

Agenda Item Name:

Consider Purchase of New and Replacement Access Control Hardware

Presenter:

Kelly Thompson, IT Director

Item Description:

Consider purchase of new and replacement access control hardware

Recommended Action:

Move to approve the purchase and installation of new and replacement access control hardware from Current Solutions in an amount not to exceed \$40,500.

Fiscal Impact:

These upgrades were included in the 2025 budget.

Operational Impact:

Building security is critical - keeping our Access Control hardware and software up-to-date is of paramount importance.

Prior Board Motions:

None

Background Information:

Our access control hardware is out of support in two buildings and is keeping us from being able to upgrade the control software. This will bring those buildings current as well as add access control to the Senior Center.

Executive Summary:

For the attached Purchase Request, I am requesting utilizing the sole source purchasing process as Current Solutions has handled our access control City-wide for some time and provides ongoing support for our software and hardware. This project will update the obsolete main control hardware at the Parks & Rec building and Halls of Justice building, increasing security and functionality. We are presently unable to upgrade the software due to hardware incompatibility – this project will resolve that. The second quote provides access control hardware to the Senior Center, improving building access via keycard for employees and for ease of rental and after-hours access.

This is a budgeted project for 2025. The quotes show a total cost of \$38,624 and I am requesting purchase authority not to exceed the budgeted amount of \$40,500 to cover any contingencies.

Notification Requirements:

None

Prepared By:

Kelly Thompson, IT Director

Attachments:

1. Sole Source Memorandum - Current Solutions Access Control
2. Sole source Memo Procurement-Current Solutions IT
3. Current Solutions PURCHASE REQUEST Access Control Upgrades
4. 230810 City of Rifle 2G Upgrade (Revised)
5. 240909 City of Rifle Senior Center Access Control



Memorandum

To: Honorable Mayor Strode; City Council; Patrick Waller, City Manager

From: Kelly Thompson, IT Director

Date: 3/27/2025

Re: Sole Source Rationale for Access Control Systems

For the attached Purchase Request, I am requesting utilizing the sole source purchasing process as Current Solutions has handled our access control City-wide for some time and provides ongoing support for our software and hardware. This project will update the obsolete main control hardware at the Parks & Rec building and Halls of Justice building, increasing security and functionality. We are presently unable to upgrade the software due to hardware incompatibility – this project will resolve that. The second quote provides access control hardware to the Senior Center, improving building access via keycard for employees and for ease of rental and after-hours access.

This is a budgeted project for 2025. The quotes show a total cost of \$38,624 and I am requesting purchase authority not to exceed the budgeted amount of \$40,500 to cover any contingencies.

Let me know if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Kelly Th", followed by a long horizontal flourish line.

Kelly Thompson



Memo

To: Patrick Waller, City Manager
CC: Kelly Thompson, IT Director
From: Iris Trevisano, Procurement and Grant Reporting Manager
Date: April 2, 2025
Subject: Miscellaneous Exemptions: Current Solutions

Pat,

Under Article III and Section 4-2-230 of the Code, which outlines Miscellaneous Exemptions: Sole-Source, I recommend that the IT Department utilize Current Solutions for the purchase and installation of the new LP-1502/MR-52-S3 board system for the Parks Building and the Justice Center. After reviewing Kelly's memo and the quotes provided by Current Solutions, I have determined that this purchase meets the requirements necessary to maintain standardization of access points within the city. The total cost for the project is \$38,624.00, as quoted by Current Solutions.

Thank you,

Iris Trevisano

Procurement and Grant Reporting Manager





**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Current Solutions	

2.	Vendor Address
	3184 Mesa Ave, Grand Junction, CO 81504

3.	For the Purchase of (description)
	Access Control Upgrades / Additions

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$40,500	\$40,500	

5.	Dept. Name	General Ledger Acct #
	IT / Senior Center	620-4901-400-741 / 100-4514-400-720

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

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

8.	Authorization Required	
	☒	City Manager
	☒	City Council

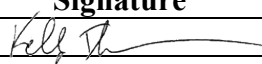
9.	Signatures		
	Position	Signature	Date
	Department Director		3/27/25
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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



March 28, 2025

City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Reference: City of Rifle 2G/2R Upgrade (Revised)

Current Solutions proposes to provide all material and labor to upgrade the non-supported 2G/2R boards with new LP-1502/MR-52-S3 boards.

- | | |
|--|------------------------------------|
| <ul style="list-style-type: none">• Parks & Rec<ul style="list-style-type: none">1. (1) Mercury LP-1502 Network Controller / Reader Interface.2. (4) Mercury MR-52-S3 Dual Reader Interface.3. (1) Life Safety D8 Power Distribution Board.4. (1) Life Safety C8 Relay Interface Board.5. (1) Life Safety D8 Power Distribution Board. | Proposed Price: \$6,488.00 |
| <ul style="list-style-type: none">• Police Department<ul style="list-style-type: none">1. (1) Mercury LP-1502 Network Controller / Reader Interface.2. (10) Mercury MR-52-S3 Dual Reader Interface.3. (2) Life Safety D8 Power Distribution Board.4. (4) Life Safety C8 Relay Interface Board.5. (2) Life Safety D8 Power Distribution Board. | Proposed Price: \$12,158.00 |

If you have any questions or need additional information please contact me.

Respectfully,

Troy Polson
Systems Integrator
troy@currentsolutionsgj.com

Current Solutions agrees to perform the work described in the proposal subject to the following provisions:

1. Training will be provided for the access control software with continued support for sixty (60) days after initial installation at no additional charge.
2. All hardware will be warranted for one year after installation. Hardware will be returned to the manufacture for repair or replacement if found defective.
3. Proposal has been based on all work being performed during normal working hours 7:00 am to 6:00 pm Monday through Friday.
4. Excludes any 120v AC power hookups to the access control enclosures and power supplies.
5. Back boxes, floor boxes, cable trays, raceways, and conduit stubs provided by electrical contractor.
6. Excludes any re-keying needed as a result of the new door hardware.
7. Excludes any repair, patch, finish, etc., as result of installation (Care will be taken to insure minimal damage occurs).
8. Price is good for a period of up to **30 days** from the date of the proposal.
9. The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost will be added to the original project price.



March 28, 2025

City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Reference: City of Rifle Senior Center Access Control

Current Solutions proposes to furnish and install a complete access control system for the City of Rifle Senior Center as per the walkthrough with Kelly Thompson on 8/29/2024. The Senior Center will be integrated into the City of Rifle's existing Access It! access control software with all initial programming completed.

Proposed Price: \$19,978.00

1. (7) Access controlled doors with (1) HID Signa series iClass reader.
2. (1) Auto operator integration with all associated equipment and programming.
3. (1) 26"x20" enclosures installed in room to the left of the Main Entry with the following:
 - a. (1) Life Safety FPO150 power supply.
 - b. (1) Life Safety C8 relay interface board.
 - c. (1) Life Safety D8 power distribution board.
 - d. Finger duct and (2) 12v 7amph batteries.
5. (1) APC BVK1200M2 1200VA/650W backup UPS tower.
 - a. (1) Oeveo B00VKQLVDS side mount 11"H x 7.2"W x 13"D bracket.

Proposal Expires in (30) Days.

If you have any questions or need additional information please contact me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Troy Polson'.

Troy Polson
Project Estimator
troy@currentsolutionsgj.com

Current Solutions agrees to perform the work described in the proposal subject to the following provisions:

1. All hardware will be warrantied for one year after installation. Hardware will be returned to the manufacture for repair or replacement if found defective.
2. Proposal has been based on all work being performed during normal working hours 7:00 am to 6:00 pm Monday through Friday.
3. Excludes any 120v AC power hookups.
4. Excludes any repair, patch, finish, etc., as result of installation (Care will be taken to insure minimal damage occurs).
5. Price is good for a period of up to **30 days** from the date of the proposal.

6. The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost will be added to the original project price.
7. Back boxes, floor boxes, cable trays, raceways, and conduit stubs provided by electrical contractor.



Agenda Item #7.c.

Agenda Item Name:

Consider Approval of Xcel Energy Easement Request

Presenter:

Brian Prunty, Public Works Director

Item Description:

Xcel Energy Easement Acquisition negotiations for Transmission Line Upgrade

Recommended Action:

Motion to approve Xcel Energy's request for easements, for construction and corridor necessary to operate a 115 kV transmission line.

Fiscal Impact:

Compensation for additional Right-of-Way width. Xcel is offering \$57,276 for the additional easement row and construction access.

Operational Impact:

The property has been walked by City of Rifle staff and it is staff's opinion that the additional impact to the property from the transmission lines will be minimal. Xcel initially requested to have permanent access easements, but with the pending development of this property as open space, a temporary access plan is more appropriate at this time.

Prior Board Motions:

N/A

Background Information:

In the Fall of 2021, we were approached by an Xcel Energy consultant regarding an upgrade proposal for their transmission line. After a series of re-worked proposals by Xcel Energy including staff reviews and site visits, last Fall we received a final corridor and documents outlining the proposal.

Executive Summary:

This has been a complex project for Xcel Energy, but changes to transmission line construction requirements and the ability to serve western Colorado have driven the project forward. The proposal attached to this agenda item addresses the parcel located SE of Grand River Hospital. It is a widening of the current prescriptive easement from 30 feet wide to 75 feet wide.

This project will have low impact on the city and will not harm future recreational development of this parcel of land. I have no exceptions to this project and I would recommend Council approval. A visual of proposed towers is attached in the packet.

Notification Requirements:

N/A

Prepared By:

Brian Prunty, Public Works Director

Attachments:

1. Memo - PWaller re Xcel Rebuild Project (6670)
2. A&R T-Line (Section 22) City of Rifle - PSCo 3.25.2025(9890090.1)
3. Temporary Construction Easement - Section 22 (City of Rifle) - PSCo 3.26.2025(9895807.1)
4. Proposed Xcel Energy Replacement Towers



To: Patrick Waller, City Manager
From: Brian Prunty, Public Works Director
CC: James Neu, City Attorney
Date: 25 March 2025
Re: Xcel Energy Application for Easement – Parcel No. 217722218006

Xcel Energy (6670 Rebuild Project) has proposed an expansion of their current permanent, utility Right-of-Way (ROW) located SE of Grand River Hospital the in NW $\frac{1}{4}$ of Section 22, T6S R93W owned by the City of Rifle. The expansion is a widening of the 30 feet wide prescriptive right corridor. The city became owner by Quit Claim deed dated April 1, 2019.

The proposed expansion widens the ROW to 37.5 feet on each side of the centerline of the existing electric transmission line equaling a total width of 75 feet. This results in an additional width of 22.5 feet on each side of the existing ROW. Total additional encumbrance is 123,902 Sq. Ft., or 2.844 AC $\pm$. This is an upgrade to the existing electric transmission plant, to include replacement of existing poles with new towers (70 ft. height). This brings the transmission facility to current standards for this type of transmission.

Concerning the widening of the utility corridor being from 30 feet to 75 feet, I take no exception. Per this agreement, temporary routes used to for construction will be left in place and the entire disturbed area including ROW in accordance with the requirements of the Stormwater Permit.

Documents (AMENDED AND RESTATED ELECTRIC EASEMENT, pages 1-11, file date March 27, 2025) outlining the proposal along with a survey of the proposed corridor shall be included in the Council Packet for the meeting on April 2, 2025. As well as documents which request construction and access easements necessary to perform the upgrade to the transmission line. I take no exception to the temporary easements/accesses, but no permanent easements shown on these documents (Temporary Construction Easements, pages 1-18, file date March 27, 2025) are granted.



After recording, return to:
Public Service Company of Colorado
1800 Larimer Street, Ste. 400
Denver, CO 80202
Attn: Sr. Manager, Siting & Land Rights
DOC. NO. _____
AGENT: Russell Kerle, BMcD

AMENDED AND RESTATED ELECTRIC EASEMENT

This Amended and Restated Electric Easement (“**Restated Easement**”) is entered into as of this _____ day of _____, 2025 by and between CITY OF RIFLE, COLORADO, a home-rule municipal corporation (“**Grantor**”) and PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (“**Company**”).

RECITALS

- A. Since approximately 1929, the Company has installed, continuously maintained and operated Facilities (as defined below) within the area described in **Exhibit A** (further referenced below), which is attached hereto and incorporated by this reference (the “**Existing Easement Area**”). The Company asserts a right to a prescriptive easement within the Existing Easement Area (the “**Existing Easement**”). Grantor acknowledges and agrees that by entering into this Restated Easement, the Company does not waive or release its claim to such prescriptive easement as it may affect property other than the Grantor Parcel; and
- B. Grantor and the Company desire to amend and restate the Existing Easement to add additional area (the “**Additional Easement Area**”) to the Existing Easement Area and other amendments as set forth herein, but only insofar as it affects the Grantor Parcel.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Grantor sells and conveys to the Company, its successors and assigns, a perpetual non-exclusive easement for the transmission and distribution or both of electricity and related communication signals over, under, through and across the following described premises:

DESCRIBED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE (the “Easement Area”)

Together with the right and authority in the Company and its agents and employees to: (1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively, the “**Facilities**”); (2) have full right and authority to cut, remove, prune, or otherwise control, all trees, brush, and other vegetation on or overhanging

the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Restated Easement.

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose that does not interfere with, endanger the Facilities, or interfere with the Company's use of the Easement Area as provided for herein.

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. The Company shall exercise its rights with due care, and all damage to the Easement Area resulting from the Company's failure to exercise due care shall, at the option of the Company, be paid for or repaired, in either case, at the expense of the Company.

Grantor makes, and Company accepts, this Restated Easement without any representation or warranty as to Grantor's title to the Easement Area. This grant is binding on Grantor, is not conditioned upon obtaining any consent from third parties, and is not subject to any mortgages or liens, except those for which Grantor has provided the Company with a consent and subordination agreement. The provisions of this Restated Easement shall run with, be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "**Grantor**" shall include the singular, plural, feminine, masculine and neuter.

This Restated Easement incorporates all agreements between the parties as to the subject matter hereof and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Restated Easement. This Restated Easement may not be amended, modified or supplemented except in writing executed by both the Company (or its successor or assign, if applicable) and the then current owner of the Easement Area. No waiver by the Grantor or the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by the party against whom the waiver is sought. This Restated Easement consists of the document entitled "Amended and Restated Electric Easement" and Exhibit A containing a legal description and/or a sketch depicting a legal description if referenced above and/or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized by Grantor or the Company, and no Addendum shall be effective and binding upon the Grantor or the Company unless executed by both Grantor and the Company.

This Restated Easement is intended to amend, replace and restate all of the terms, provisions and conditions of the Existing Easement, which is hereby ratified and confirmed as so amended and restated. In the event of an express conflict between this Restated Easement and the Existing Easement, insofar as it affects the Grantor Parcel, the terms of this Restated Easement will control. Without limiting the generality of the

foregoing, the Existing Easement shall no longer encumber any portion of the Grantor Parcel that is outside the boundaries of the Easement Area.

This Restated Easement may be recorded in the Official Records. This Restated Easement shall be governed by and construed in accordance with the laws of the State of Colorado.

GRANTOR:

CITY OF RIFLE, COLORADO, a home-rule municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT(S)

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by
_____ as _____ of
City of Rifle, Colorado, a home-rule municipal corporation.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

Exhibit A

(Following Pages)

DESCRIPTION:

A strip of land being seventy-five (75.0) feet in width, with sidelines being thirty-seven and one half (37.5) feet on each side and parallel with the following described centerline, lying over and across Lot 6 of Snyder Subdivision as recorded September 21, 2018 at Reception No. 911984 as described in Quit Claim Deed recorded April 1, 2019, at Reception No. 918752 of the records of Garfield County Clerk and Recorder's Office, State of Colorado, being in Section 22, Township 6 South, Range 93 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, said centerline being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 22, whence the Northwest Corner of said Section 22 bears N89°16'45"W a distance of 5,278.69 feet;

THENCE N89°16'45"W along the northerly line of said Section 22 a distance of 1,575.69 feet to the **POINT OF BEGINNING**;

THENCE S70°23'46"W a distance of 859.97 feet;

THENCE N87°46'21"W a distance of 1,611.13 feet;

THENCE N60°36'24"W a distance of 534.26 feet to a point on said northerly line Section 22, said point being the **POINT OF TERMINATION**; whence said Northwest Corner of Section 22 bears N89°16'45"W a distance of 817.25 feet.

Sidelines are shortened or lengthened to intersect at angle points, and at the Grantor's property lines.

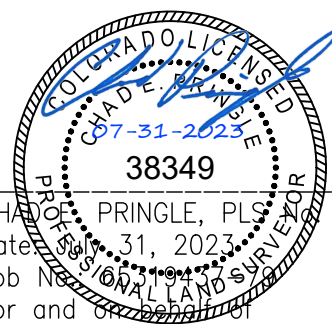
Containing 207,719 square feet (4.769 Acres), more or less.

EXCEPT that portion of an existing thirty (30.0) foot prescriptive transmission line right-of-way, with sidelines being fifteen (15.0) feet on each side and parallel with the existing as-constructed centerline as referenced in Book 665 Page 628 recorded March 14, 1985 in the records of Garfield County Clerk and Recorder's Office, State of Colorado.

Existing easement area containing 83,817 square feet (1.924 Acres), more or less.

Net area of additional easement containing 123,902 square feet (2.844 Acres), more or less.

All bearings are grid bearings of the Universal Transverse Mercator plane coordinate system, Zone 13 North, North American Datum 1983. The bearing of the north line of Section 22, T6S, R93W between the Northeast Corner (being a 9"x11"10" stone with chiseled "+" on top) and the Northwest Corner (being a #5 rebar with broken and illegible 1-1/4" dia. orange plastic cap, 0.4' below the ground surface) is N89°16'45"W.



CHAD E. PRINGLE, PLS. 38349
Date July 31, 2023
Job No. 6670 DEBEQUE TO UTE-RIFLE
For and on behalf of
Merrick & Company

MERRICK PROJECT NO.		65319437-79	
CLIENT PROJECT NO.		-	
REVISION DESCRIPTION			
DRAWN	ELZ	DATE 05/04/2023	SCALE N/A
 MERRICK			
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111			

6670 DEBEQUE TO UTE-RIFLE 115kV TRANSMISSION LINE CITY OF RIFLE		
TITLE: SECTIONS 15&18, T6S, R93W OF THE 6TH P.M. GARFIELD COUNTY, APN: 217722218006		
REVISION:	DRAWING NO.	SHEET NO. 1 OF 5

SOUTHWEST 1/4 SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 93 WEST

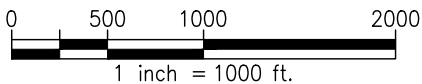
SOUTHEAST 1/4 SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 93 WEST

RIGHT-OF-WAY
CENTERLINE

APN: 217722218006
CITY OF RIFLE
QUIT CLAIM DEED RECORDED
04/01/2019 AT RECEPTION #918752

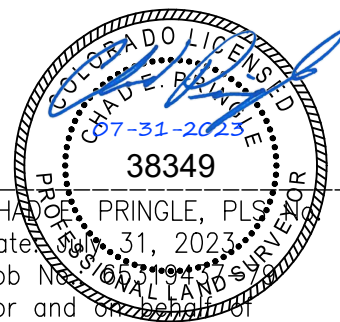
NORTHWEST 1/4 SECTION 22,
TOWNSHIP 6 SOUTH, RANGE 93 WEST

NORTHEAST 1/4 SECTION 22,
TOWNSHIP 6 SOUTH, RANGE 93 WEST



NOTE

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.



CHAD PRINGLE, PLS 38349
Date July 31, 2023
Job No. 0421047
For and on behalf of
Merrick & Company

MERRICK PROJECT NO.		65319437-79	
CLIENT PROJECT NO.		-	
REVISION DESCRIPTION			
DRAWN	ELZ	DATE 05/04/2023	SCALE 1" = 1000'
 MERRICK			
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111			

**6670 DEBEQUE TO UTE-RIFLE
115kV TRANSMISSION LINE
CITY OF RIFLE**

TITLE: SECTION 22, T6S, R93W OF THE 6TH P.M.
GARFIELD COUNTY, APN: 217722218006

REVISION:	DRAWING NO.	SHEET NO. 2 OF 5
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SOUTHWEST 1/4 SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 93 WEST

100' EASEMENT FOR COLORADO-UTE ELECTRIC ASSOCIATION,
INC. RECORDED SEPTEMBER 6, 1963 AT BOOK 352 PAGE 503
RECEPTION #222687

APPROXIMATE LOCATION, 100' EASEMENT FOR COLORADO-UTE
ELECTRIC ASSOCIATION, INC. RECORDED APRIL 30, 1963 AT
BOOK 348 PAGE 552, RECEPTION #221255

30.0' ACCESS AND UTILITY EASEMENT RECORDED
SEPTEMBER 21, 2018 AT RECEPTION #911984

NORTHWEST CORNER OF SECTION 22,
T6S, R93W
FOUND #5 REBAR WITH BROKEN AND
ILLEGIBLE 1-1/4" DIA. ORANGE PLASTIC
CAP, 0.4' BELOW THE GROUND SURFACE

817.25'

N89°16'45"W 5,278.69'

BASIS OF BEARINGS:

N01°58'01"E 100.24'

100' WITNESS CORNER TO CORNER
OF SECTIONS 15,16,21&22, T6S, R93W
FOUND 3-1/2" DIA. PIPE WITH 3" DIA.
BRASS CAP, STAMPED "GARFIELD
COUNTY COLO, COUNTY SURVEYOR,
T6S R93W W.C. S16 S15 S21 S22
1974", 1.0' BELOW THE GROUND SURFACE

10' DITCH EASEMENT RECORDED
JANUARY 9, 1911 AT RECEPTION
#41072

APPROXIMATE LOCATION, 10' UTILITY EASEMENT FOR
MOUNTAIN STATES TELEPHONE AND TELEGRAPH
COMPANY RECORDED MARCH 14, 1985 AT BOOK
665 PAGE 628, RECEPTION #360129

LOT 6,
SNYDER SUBDIVISION

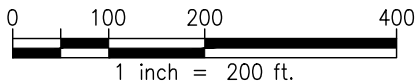
ADDITIONAL EASEMENT
AREA=123,902 SQ FT
(2.844 ACRES) ±

EXISTING EASEMENT
(PRESCRIPTIVE 30' PUBLIC SERVICE
COMPANY OF COLORADO RIGHT-OF-WAY)
EXISTING T-LINE TO BE REPLACED

NORTHWEST 1/4 SECTION 22,
TOWNSHIP 6 SOUTH, RANGE 93 WEST

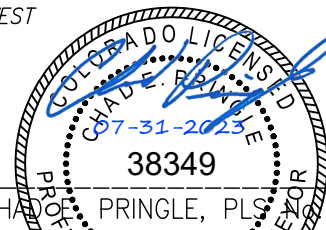
LEGEND

- ▲ FOUND MONUMENT AS STATED
- FOUND #5 REBAR WITH 1-1/4" DIA. ORANGE
PLASTIC CAP, STAMPED "PROP CORNER, PLS
36572", UNLESS OTHERWISE STATED
- ▨ EXISTING EASEMENT AREA
- ADDITIONAL EASEMENT AREA



NOTE

This exhibit does not represent a monumented survey.
It is intended only to depict the attached description.

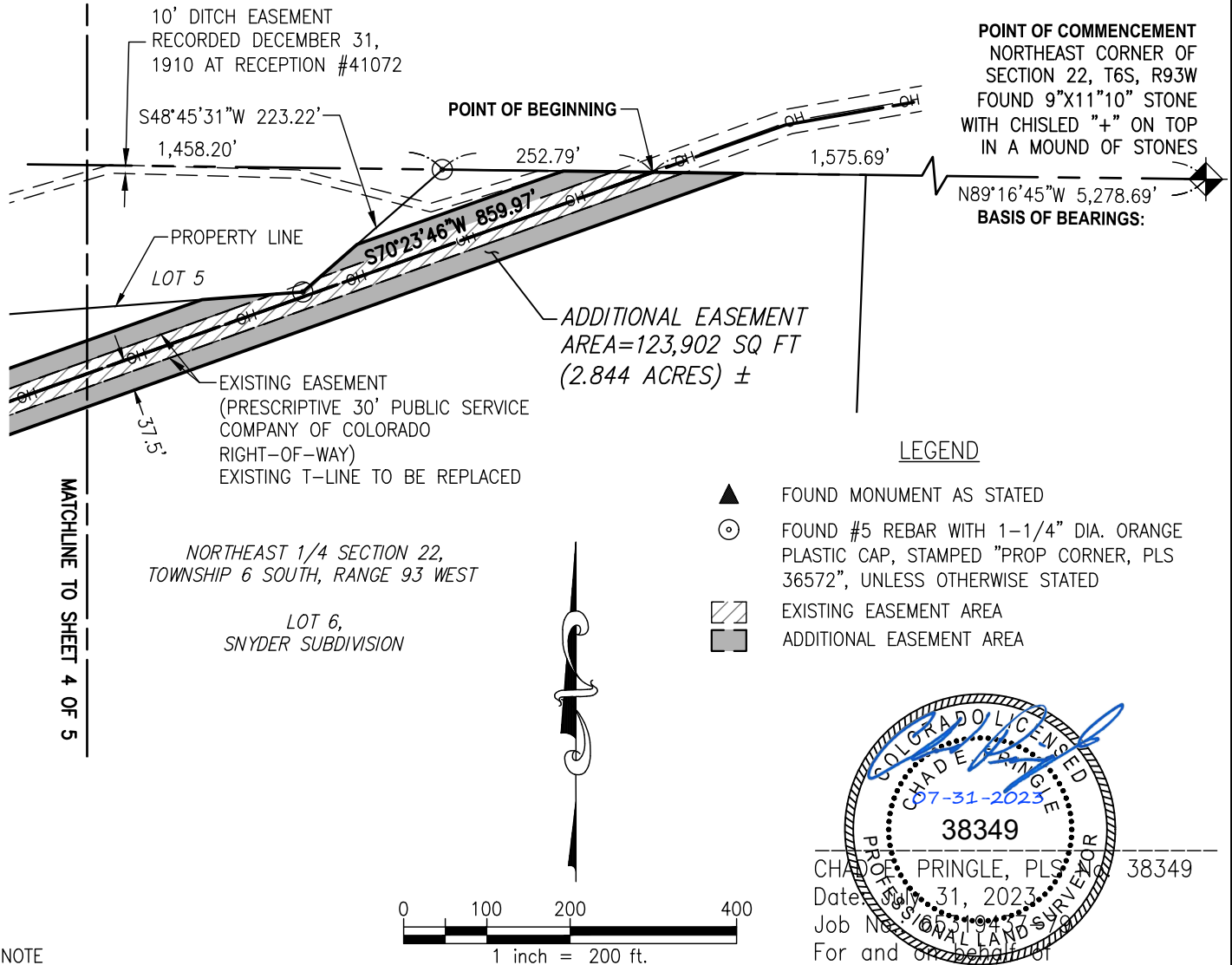


CHAD E. PRINGLE, PLS. 38349
Date: July 31, 2023
Job No. 0000000000
For and on behalf of
Merrick & Company

MERRICK PROJECT NO.		65319437-79
CLIENT PROJECT NO.		-
REVISION DESCRIPTION		
DRAWN	ELZ	DATE 05/04/2023 SCALE 1" = 200'
 MERRICK		
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111		

6670 DEBEQUE TO UTE-RIFLE 115kV TRANSMISSION LINE CITY OF RIFLE		
TITLE: SECTION 22, T6S, R93W OF THE 6TH P.M. GARFIELD COUNTY, APN: 217722218006		
REVISION:	DRAWING NO.	SHEET NO.
		3 OF 5

SOUTHEAST 1/4 SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 93 WEST



MERRICK PROJECT NO.	65319437-79
CLIENT PROJECT NO.	-
REVISION DESCRIPTION	
DRAWN	ELZ
DATE	05/04/2023
SCALE	1" = 200'
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111	

6670 DEBEQUE TO UTE-RIFLE 115kV TRANSMISSION LINE CITY OF RIFLE		
TITLE:	SECTION 22, T6S, R93W OF THE 6TH P.M. GARFIELD COUNTY, APN: 217722218006	
REVISION:	DRAWING NO.	SHEET NO.
		5 OF 5

CONSENT AND SUBORDINATION [DEED OF TRUST]

This Consent and Subordination is executed by _____, a _____ (“**Lender**”), for the benefit of Public Service Company of Colorado, a Colorado corporation (“**Grantee**”).

- A. Lender is the current beneficiary of, and owner of the evidence of debt secured by, that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of _____ County, Colorado on _____ at [Book and Page or Reception Number as Applicable] (the “**Mortgage**”).
- B. The real property encumbered by the Mortgage includes the Easement Area as described in the foregoing Amended and Restated Electric Easement (the “**Easement**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Lender agrees as follows:

Lender consents to the foregoing Easement and agrees and confirms for itself and its successors and assigns that the lien of the Mortgage and other rights and interests of the Lender in the Easement Area are subject and subordinate to the Easement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of the Company acquired by virtue of the Easement shall not be affected thereby.

LENDER: _____

By:_____

Name: _____

Its:

STATE OF _____)
)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____
2025 by _____ as _____ of
_____, a _____ corporation.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

**CONSENT AND SUBORDINATION
[LEASE]**

This Consent and Subordination is executed by _____
 (“**Tenant**”), for the benefit of PUBLIC SERVICE COMPANY OF COLORADO, a Colorado
corporation (the “**Company**”).

A. Tenant is a tenant of property owned by the Grantor of the foregoing Electric
Transmission Line Easement (the “**Easement**”), pursuant to a Lease titled:
_____ and executed on _____ (the “**Lease**”), which lease
or memorandum of lease ☐ **was not recorded** or ☐ **was recorded** on DATE:
_____ at RECORDING/BOOK _____ and PAGE NUMBER:
_____ in the real property records of the Clerk and Recorder of
_____ County, Colorado.

B. Some or all of the Easement Area as described in the foregoing Easement burdens
or affects portions of the property covered by the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of
which is acknowledged, the Tenant agrees as follows:

Tenant consents to the foregoing Easement and agrees and confirms for itself and its successors
and assigns that the Lease and other rights and interests of the Tenant in the Easement Area are
subject and subordinate to the Easement with the same force and effect as if the Easement were
made and placed of record prior to the execution of the Lease.

TENANT: _____

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
20__ by _____ as _____ of
_____, a _____ corporation.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

TEMPORARY CONSTRUCTION EASEMENT (the “Easement”)

The undersigned (“Grantor”), for good and valuable consideration, the receipt and adequacy of such consideration being acknowledged, sells and conveys to Public Service Company of Colorado, a Colorado corporation (“Grantee” or “PSCo”), its successors and assigns, a temporary easement for (i) access, including access by people and vehicles; including off road vehicles and helicopter operations, (ii) construction work areas/work sites, and (iii) storage of materials, machinery and equipment, on, over and across the property described in **Exhibit A**, attached and incorporated by this reference (the “Temporary Easement Area”).

Together with full right and authority to PSCo, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to enter upon the Temporary Easement Area with machinery, trucks, construction vehicles, helicopters, materials, tools and other equipment which may be useful or required in the construction, alteration, maintenance or repair by PSCo of utility improvements, located or to be located, on real property owned by PSCo, or on property that is subject to an easement for the benefit of PSCo, and with the right, but not the obligation, to survey, construct, repair, reconstruct, patrol, inspect, improve, and maintain access over said Temporary Easement Area, including a gravel road, culverts or other appurtenances used or useful in connection therewith.

It is understood that this Easement shall commence April 1, 2025 and shall expire on April 1, 2026 (the “Initial Term”). PSCo shall have the option to extend the term of this Easement for one (1) additional year, upon written notice to Grantor no less than thirty (30) days before the expiration of the Initial Term (the “Extended Term”). Prior to the expiration of the term of this Easement, PSCo shall restore the surface of the Temporary Easement Area which is disturbed by PSCo’s exercise of its rights under this Easement; to as near a condition as existed prior to PSCo’s entry on the Temporary Easement Area as is reasonably practicable.

No amendment, modification or supplement to this Easement shall be binding on either party unless made in writing and executed by an authorized representative of said party. No waiver by either party of any provision hereof, nor any approval of either party required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of said party.

The provisions of this Easement shall run with, be binding on, and burden the Temporary Easement Area, and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and PSCo. “Grantor” shall include the singular, plural, feminine, masculine, and neuter.

Grantor makes, and Company accepts, this Easement without any representation or warranty as to Grantor’s title to the Temporary Easement Area. This Easement is binding on Grantor, and is not conditioned upon obtaining the consent of any third party.

This Easement incorporates all agreements and stipulations between Grantor and PSCo as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is

inserted for convenience only and does not define or limit the rights granted pursuant to this Easement.

This Easement consists of the document entitled “Temporary Construction Easement”, and an **Exhibit A** containing a sketch depicting the legal description, if referenced above or attached hereto, and if attached, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively “**Addendum**”) is authorized by PSCo, and no Addendum shall be effective and binding upon PSCo unless executed by an authorized representative of PSCo.

All notices, demands, requests and other communications required or permitted under this Easement must be in writing and will be deemed received when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

If to Grantee: Public Service Company of Colorado
1800 Larimer Street, Suite 400
Denver, CO 80202
Attention: Sr. Manager, Siting & Land Rights

After May 1, 2025, Notice Address shall be:

Public Service Company of Colorado
3500 Blake Street
Denver, CO 80202
Attn: Sr. Manager, Siting & Land Rights
Email: ColoradoRightOfWay@XcelEnergy.com

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Grantor: City of Rifle, Colorado
202 Railroad Avenue
Rifle, CO 81650

Grantee or Grantor may change its address by giving notice to the other as provided for above.

(Signature and notary on following page)

Signed this _____ day of _____, 2025.

GRANTOR:

CITY OF RIFLE, COLORADO, a home-rule municipal corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025 by _____ as
_____ of the City of Rifle, Colorado, a home-rule
municipal corporation .

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

EXHIBIT "A"

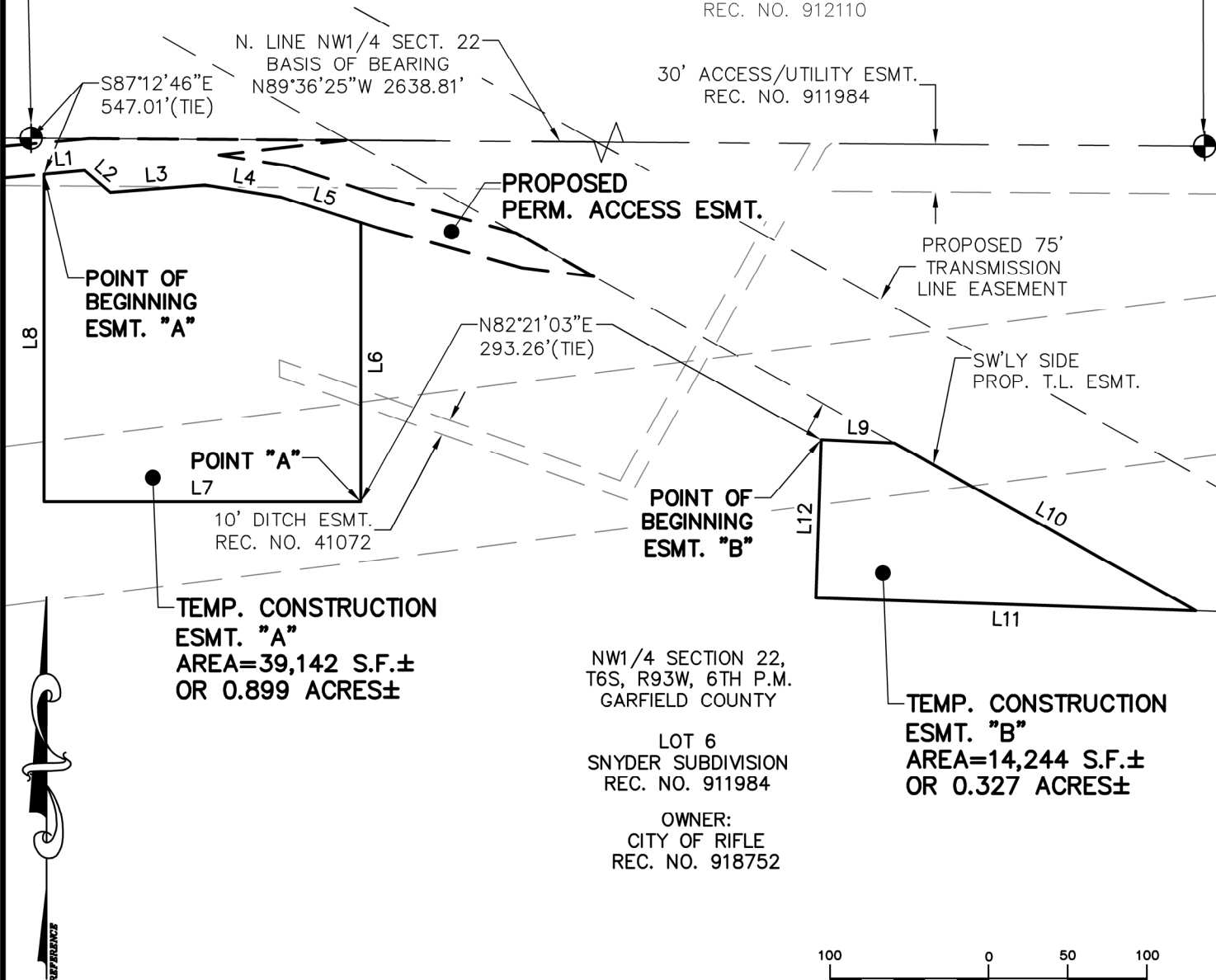
NW COR. SECT. 22
T6S, R93W, 6TH. P.M.
FND. RED PLASTIC CAP
"ILLEGIBLE"

SECTION 15,
T6S, R93W, 6TH P.M.
GARFIELD COUNTY

LOT 4
SNYDER SUBDIVISION
REC. NO. 911984

OWNER:
JJJ CONSTRUCTION, INC
REC. NO. 912110

N1/4 COR. SECT. 22
6S, R93W, 6TH. P.M.
FND. 3" BRASS CAP
STAMPED "COUNTY
SURVEYOR, 1974"



- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.

CHKD. BY: J.L.

DATE: 02/05/25

SCALE: 1" = 100'

FILE: R13851

SHEET: 2 OF 9

P#: 217722218006

T#: 211

**TEMPORARY CONSTRUCTION
EASEMENT**

EXHIBIT "A"

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N84°50'19"E	25.69'
L2	S50°10'33"E	21.20'
L3	N85°36'36"E	59.75'
L4	S81°05'35"E	48.82'
L5	S72°14'12"E	52.85'
L6	S00°00'00"E	176.37'
L7	N90°00'00"W	200.00'
L8	N00°00'00"E	206.74'
L9	S87°26'00"E	46.19'
L10	S60°56'18"E	217.84'
L11	N88°06'14"W	240.00'
L12	N01°53'46"E	100.00'



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DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 02/05/25
SCALE: 1" = 100'

FILE: R13851
SHEET: 2 OF 3
P#: 217722218006
T#: 211

**TEMPORARY CONSTRUCTION
EASEMENT**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 6, SNYDER SUBDIVISION DESCRIBED AT RECEPTION NO. 918752, FILED IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, ASSUMED TO BEAR N89°36'25"W A DISTANCE OF 2638.81 FEET FROM A 3" BRASS DISC STAMPED "COUNTY SURVEYOR-1974" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 22 TO A RED PLASTIC CAP FOUND (ILLEGIBLE) AT THE NORTHWEST CORNER OF SAID SECTION 22;

TEMPORARY CONSTRUCTION EASEMENT "A"

BEGINNING AT A POINT WHICH BEARS S87°12'46"E A DISTANCE OF 547.01 FEET FROM SAID NORTHWEST CORNER;

THENCE N84°50'19"E A DISTANCE OF 25.69 FEET; THENCE S50°10'33"E A DISTANCE OF 21.20 FEET; THENCE N85°36'36"E A DISTANCE OF 59.75 FEET; THENCE S81°05'35"E A DISTANCE OF 48.82 FEET; THENCE S72°14'12"E A DISTANCE OF 52.85 FEET; THENCE S00°00'00"E A DISTANCE OF 176.37 FEET TO POINT "A"; THENCE N90°00'00"W A DISTANCE OF 200.00 FEET; THENCE N00°00'00"E A DISTANCE OF 206.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 39,142 SQUARE FEET OR 0.899 ACRES, MORE OR LESS.

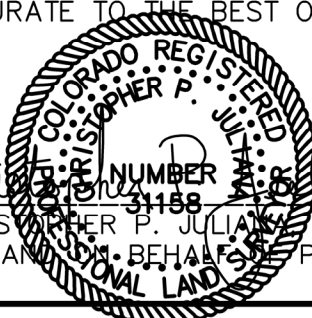
TEMPORARY CONSTRUCTION EASEMENT "B"

BEGINNING AT A POINT WHICH BEARS N82°21'03"E A DISTANCE OF 293.26 FEET FROM SAID POINT "A";

THENCE S87°26'00"E A DISTANCE OF 46.19 FEET TO THE SOUTHWESTERLY SIDE OF A PROPOSED 75' WIDE TRANSMISSION LINE EASEMENT; THENCE S60°56'18"E ALONG SAID SOUTHWESTERLY SIDE A DISTANCE OF 217.84 FEET; THENCE N88°06'14"W A DISTANCE OF 240.00 FEET; THENCE N01°53'46"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTH QUARTER CORNER BEARS N88°01'06"E A DISTANCE OF 4444.12 FEET.

SAID PARCEL CONTAINS 14,244 SQUARE FEET OR 0.327 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.


CHRISTOPHER P. JULIAN, P.L.S. 31158
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

02/05/25

DATE

PRECISION SURVEY & MAPPING, INC.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.

CHKD. BY: J.L.

DATE: 02/05/25

SCALE: 1" = 100'

FILE: R13851

SHEET: 3 OF 3

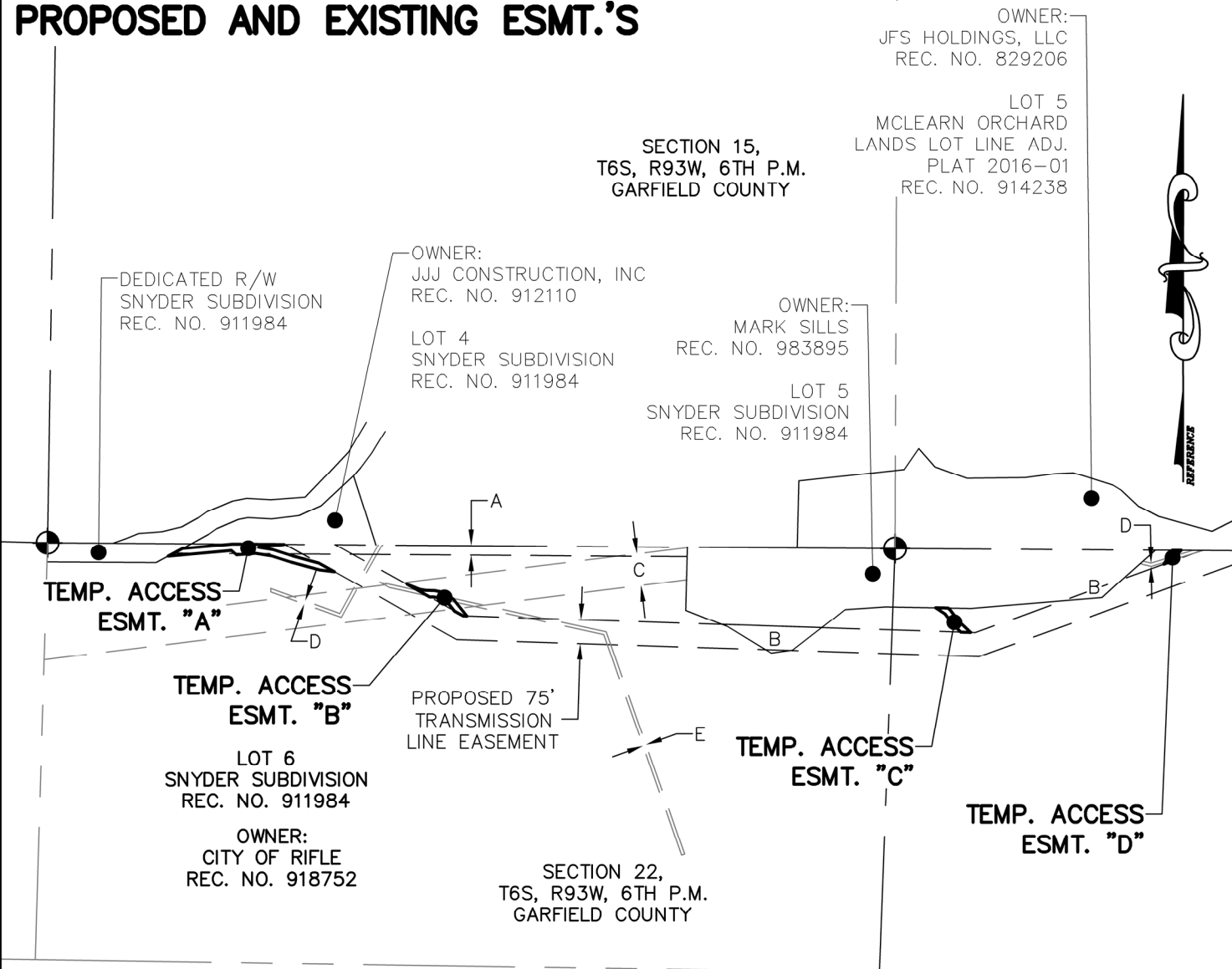
P#: 217722218006

T#: 211

**TEMPORARY CONSTRUCTION
EASEMENT**

EXHIBIT "A"

PROPOSED AND EXISTING ESMT.'S



A-30' ACCESS/UTILITY ESMT-REC. NO. 911984
B-TRANSMISSION LINE ESMT.-REC. NO. 989657
C-COLORADO-UTE ELECT. ASSOC.-REC. NO. 221255
D-10' DITCH ESMT.-REC. NO. 41072
E-P.S.C.O. AND MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.-REC. NO. 360129

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 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 03/27/25
SCALE: 1" = 500'

FILE: R13851
SHEET: 1 OF 9
P#: 217722218006
T#: 211

**TEMPORARY ACCESS
EASEMENT**

EXHIBIT "A"

SECTION 15,
T6S, R93W, 6TH P.M.
GARFIELD COUNTY

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N84°50'19"E	155.44'
L2	S89°36'25"E	162.01'
L3	S83°18'09"W	80.62'
L4	S81°05'35"E	44.39'
L5	S72°14'12"E	65.29'
L6	S74°35'58"E	84.69'
L7	S60°56'18"E	56.08'
L8	N83°06'18"W	45.67'

NO.	BEARING	DISTANCE
L9	N74°35'58"W	94.43'
L10	N72°14'12"W	64.15'
L11	N81°05'35"W	48.82'
L12	S85°36'36"W	59.75'
L13	N50°10'33"W	21.20'
L14	S84°50'19"W	197.41'
L15	N61°39'05"E	50.80'

N1/4 COR. SECT. 22
6S, R93W, 6TH. P.M.
FND. 3" BRASS CAP
STAMPED "COUNTY
SURVEYOR, 1974"

LOT 4
SNYDER SUBDIVISION
REC. NO. 911984

OWNER:
JJJ CONSTRUCTION, INC
REC. NO. 912110

N. LINE NW1/4 SECT. 22
BASIS OF BEARING
N89°36'25"W 2638.81'

POINT OF
BEGINNING

TEMP. ACCESS ESMT. "A"
AREA=10,881 S.F.±
OR 0.250 ACRES±

NW1/4 SECTION 22,
T6S, R93W, 6TH P.M.
GARFIELD COUNTY

LOT 6
SNYDER SUBDIVISION
REC. NO. 911984

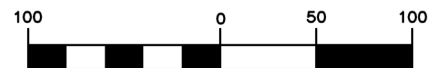
OWNER:
CITY OF RIFLE
REC. NO. 918752

PROPOSED 75'
TRANSMISSION
LINE EASEMENT

SW'LY SIDE
PROP. T.L. ESMT.

DEDICATED R/W
SNYDER SUBDIVISION
REC. NO. 911984

NW'LY SIDE
LOT 6



1 inch = 100 ft.

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9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.

CHKD. BY: J.L.

DATE: 03/27/25

SCALE: 1" = 100'

FILE: R13851

SHEET: 2 OF 9

P#: 217722218006

T#: 211

TEMPORARY ACCESS EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 6, SNYDER SUBDIVISION DESCRIBED AT RECEPTION NO. 918752, FILED IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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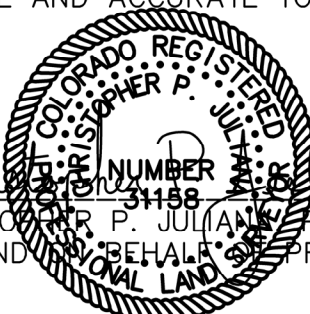
TEMPORARY ACCESS EASEMENT "A"

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF SAID LOT 6, SAID POINT BEARS S87°33'22"E A DISTANCE OF 420.43 FEET FROM SAID NORTHWEST CORNER;

THENCE N84°50'19"E A DISTANCE OF 155.44 FEET TO SAID NORTH LINE; THENCE S89°36'25"E A DISTANCE OF 162.01 FEET TO THE SOUTHWESTERLY SIDE OF A PROPOSED 75' WIDE TRANSMISSION LINE EASEMENT; THENCE S83°18'09"W A DISTANCE OF 80.62 FEET; THENCE S81°05'35"E A DISTANCE OF 44.39 FEET; THENCE S72°14'12"E A DISTANCE OF 65.29 FEET; THENCE S74°35'58"E A DISTANCE OF 84.69 FEET TO SAID SOUTHWESTERLY SIDE; THENCE S60°56'18"E ALONG SAID SOUTHWESTERLY SIDE A DISTANCE OF 56.08 FEET; THENCE S60°56'18"E A DISTANCE OF 56.08 FEET; THENCE N83°06'18"W A DISTANCE OF 45.67 FEET; THENCE N74°35'58"W A DISTANCE OF 94.43 FEET; THENCE N72°14'12"W A DISTANCE OF 64.15 FEET; THENCE N81°05'35"W A DISTANCE OF 48.82 FEET; THENCE S85°36'36"W A DISTANCE OF 59.75 FEET; THENCE N50°10'33"W A DISTANCE OF 21.20 FEET; THENCE S84°50'19"W A DISTANCE OF 197.41 FEET TO SAID NORTHWESTERLY SIDE OF LOT 6; THENCE N61°39'05"E ALONG SAID NORTHWESTERLY SIDE A DISTANCE OF 50.80 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTH QUARTER CORNER BEARS S89°59'44"E A DISTANCE OF 2218.69 FEET.

SAID PARCEL CONTAINS 10,881 SQUARE FEET OR 0.250 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

 *Christopher P. Julian*
CHRISTOPHER P. JULIAN, P.L.S. 31158
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

03/27/25

DATE

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.

CHKD. BY: J.L.

DATE: 03/27/25

SCALE: 1" = 100'

FILE: R13851

SHEET: 3 OF 9

P#: 217722218006

T#: 211

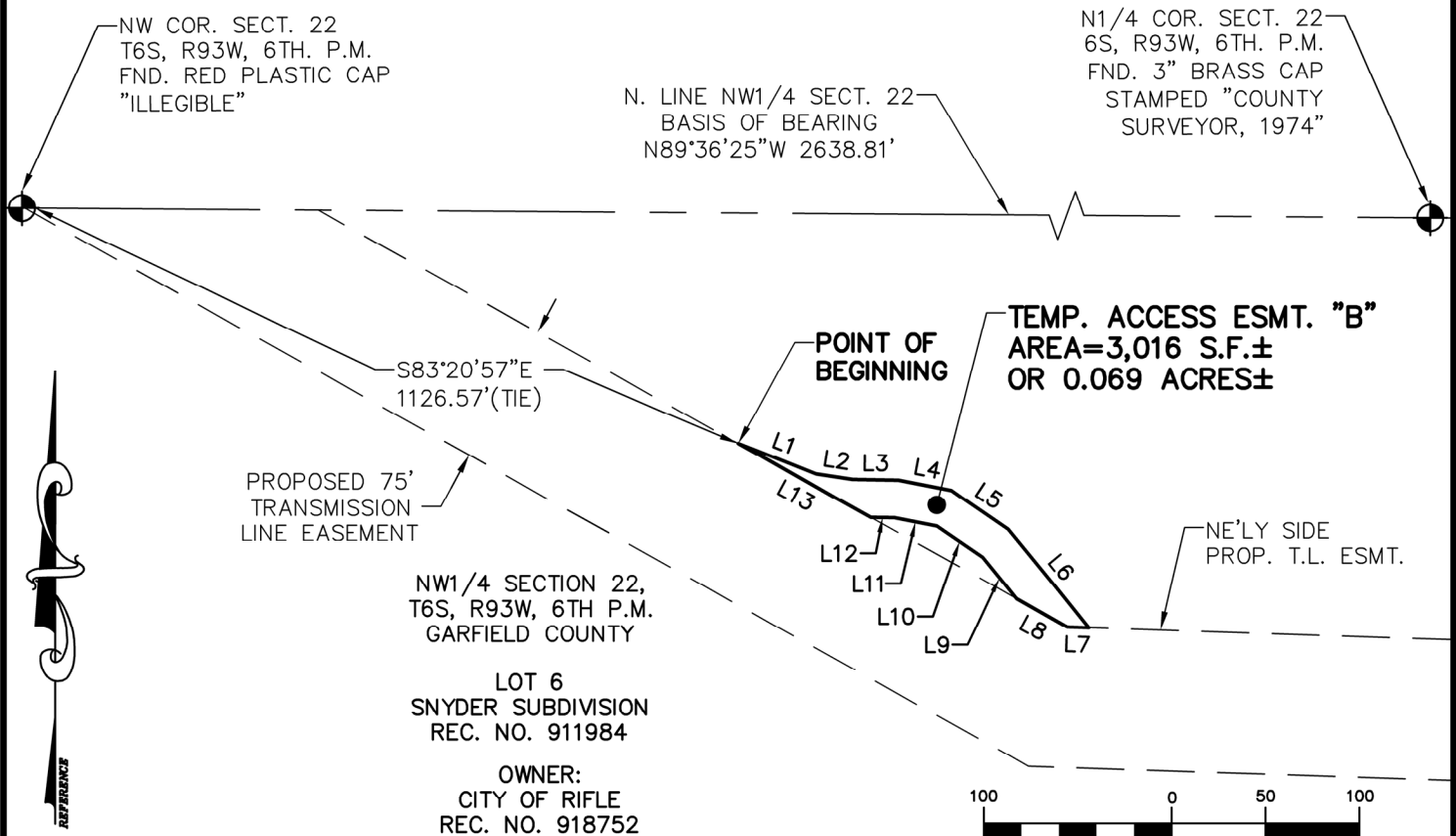
**TEMPORARY ACCESS
EASEMENT**

EXHIBIT "A"

SECTION 15,
T6S, R93W, 6TH P.M.
GARFIELD COUNTY

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S68°42'28"E	44.43'
L2	S81°22'57"E	19.82'
L3	S89°07'22"E	24.23'
L4	S79°05'55"E	28.81'
L5	S55°49'44"E	36.57'
L6	S39°26'22"E	67.70'
L7	N88°06'15"W	11.58'

NO.	BEARING	DISTANCE
L8	N60°56'18"W	30.84'
L9	N39°26'22"W	28.48'
L10	N55°49'44"W	29.57'
L11	N79°05'55"W	22.94'
L12	N89°07'22"W	12.53'
L13	N60°56'18"W	80.81'



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DATE: 03/27/25

SCALE: 1" = 100'

FILE: R13851

SHEET: 4 OF 9

P#: 217722218006

T#: 211

TEMPORARY ACCESS EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 6, SNYDER SUBDIVISION DESCRIBED AT RECEPTION NO. 918752, FILED IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, ASSUMED TO BEAR N89°36'25"W A DISTANCE OF 2638.81 FEET FROM A 3" BRASS DISC STAMPED "COUNTY SURVEYOR-1974" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 22 TO A RED PLASTIC CAP FOUND (ILLEGIBLE) AT THE NORTHWEST CORNER OF SAID SECTION 22;

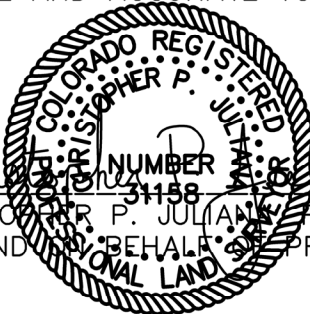
TEMPORARY ACCESS EASEMENT "B"

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF A PROPOSED 75' WIDE TRANSMISSION LINE EASEMENT, SAID POINT BEARS S83°20'57"E A DISTANCE OF 1126.57 FEET FROM SAID NORTHWEST CORNER;

THENCE S68°42'28"E A DISTANCE OF 44.43 FEET; THENCE S81°22'57"E A DISTANCE OF 19.82 FEET; THENCE S89°07'22"E A DISTANCE OF 24.23 FEET; THENCE S79°05'55"E A DISTANCE OF 28.81 FEET; THENCE S55°49'44"E A DISTANCE OF 36.57 FEET; THENCE S39°26'22"E A DISTANCE OF 67.70 FEET TO SAID NORTHEASTERLY SIDE; THENCE ALONG SAID NORTHEASTERLY SIDE THE FOLLOWING TWO (2) COURSES: 1.) THENCE N88°06'15"W A DISTANCE OF 11.58 FEET; 2.) THENCE N60°56'18"W A DISTANCE OF 30.84 FEET; THENCE N39°26'22"W A DISTANCE OF 28.48 FEET; THENCE N55°49'44"W A DISTANCE OF 29.57 FEET; THENCE N79°05'55"W A DISTANCE OF 22.94 FEET; THENCE N89°07'22"W A DISTANCE OF 12.53 FEET TO SAID NORTHEASTERLY SIDE; THENCE N60°56'18"W ALONG SAID NORTHEASTERLY SIDE A DISTANCE OF 80.81 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTH QUARTER CORNER BEARS N85°46'15"E A DISTANCE OF 1523.90 FEET.

SAID PARCEL CONTAINS 3,016 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.


Christopher P. Julian 03/27/25
CHRISTOPHER P. JULIAN, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 03/27/25
SCALE: 1" = 100'

FILE: R13851
SHEET: 5 OF 9
P#: 217722218006
T#: 211

**TEMPORARY ACCESS
EASEMENT**

EXHIBIT "A"

SECTION 15,
T6S, R93W, 6TH P.M.
GARFIELD COUNTY

N1/4 COR. SECT. 22
6S, R93W, 6TH. P.M.
FND. 3" BRASS CAP
STAMPED "COUNTY
SURVEYOR, 1974"

OWNER:
MARK SILLS
REC. NO. 983895

LOT 5
SNYDER SUBDIVISION
REC. NO. 911984

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°05'05"E	37.98'
L2	S57°18'28"E	5.80'
L3	S38°43'40"E	57.69'
L4	S46°28'35"E	41.56'
L5	N88°05'52"W	30.11'
L6	N46°28'35"W	20.41'
L7	N38°43'40"W	55.77'
L8	N57°18'28"W	34.82'

E1/16 COR. SECT. 22
6S, R93W, 6TH. P.M.
FND. 3.25" ALUM. CAP
STAMPED "PLS #36572"

N. LINE NW1/4 NE1/4 SECT. 22
BASIS OF BEARING
N89°37'09"W 1319.91'

S34°20'10"E
223.64'(TIE)

POINT OF
BEGINNING

N'LY SIDE
LOT 6

TEMP. ACCESS ESMT. "C"
AREA=2,161 S.F.±
OR 0.050 ACRES±

NW'LY SIDE
PROP. T.L. ESMT.

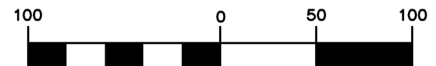
PROPOSED 75'
TRANSMISSION
LINE EASEMENT

NW1/4 SECTION 22,
T6S, R93W, 6TH P.M.
GARFIELD COUNTY

LOT 6
SNYDER SUBDIVISION
REC. NO. 911984

OWNER:
CITY OF RIFLE
REC. NO. 918752

NE1/4 SECTION 22,
T6S, R93W, 6TH P.M.
GARFIELD COUNTY



1 inch = 100 ft.

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.

CHKD. BY: J.L.

DATE: 03/27/25

SCALE: 1" = 100'

FILE: R13851

SHEET: 6 OF 9

P#: 217722218006

T#: 211

**TEMPORARY ACCESS
EASEMENT**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 6, SNYDER SUBDIVISION DESCRIBED AT RECEPTION NO. 918752, FILED IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, ASSUMED TO BEAR N89°37'09"W A DISTANCE OF 1319.91 FEET FROM A 3.25" ALUMINUM CAP STAMPED "PLS #36572" FOUND AT THE EAST SIXTEENTH (1/16) CORNER OF SAID SECTION 22 TO A 3" BRASS CAP STAMPED "COUNTY SURVEYOR-1974" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 22;

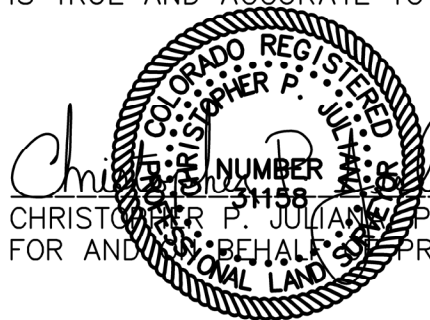
TEMPORARY ACCESS EASEMENT "C"

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF SAID LOT 6, SAID POINT BEARS S34°20'10"E A DISTANCE OF 223.64 FEET FROM SAID NORTH QUARTER CORNER;

THENCE S89°05'05"E ALONG SAID NORTHEASTERLY SIDE A DISTANCE OF 37.98 FEET; THENCE S57°18'28"E A DISTANCE OF 5.80 FEET; THENCE S38°43'40"E A DISTANCE OF 57.69 FEET; THENCE S46°28'35"E A DISTANCE OF 41.56 FEET TO THE NORTHWESTERLY SIDE OF A PROPOSED 75' WIDE TRANSMISSION LINE EASEMENT; THENCE N88°05'52"W ALONG SAID NORTHWESTERLY SIDE A DISTANCE OF 30.11 FEET; THENCE N46°28'35"W A DISTANCE OF 20.41 FEET; THENCE N38°43'40"W A DISTANCE OF 55.77 FEET; THENCE N57°18'28"W A DISTANCE OF 34.82 FEET TO THE POINT OF BEGINNING; WHENCE SAID EAST SIXTEENTH (1/16) CORNER BEARS N81°37'04"E A DISTANCE OF 1206.61 FEET.

SAID PARCEL CONTAINS 2,161 SQUARE FEET OR 0.050 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Christopher P. Julian _____ 03/27/25
CHRISTOPHER P. JULIAN, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 03/27/25
SCALE: 1" = 100'

FILE: R13851
SHEET: 7 OF 9
P#: 217722218006
T#: 211

**TEMPORARY ACCESS
EASEMENT**

EXHIBIT "A"

OWNER:
JFS HOLDINGS, LLC
REC. NO. 829206

SECTION 15,
T6S, R93W, 6TH P.M.
GARFIELD COUNTY

LOT 5
MCLEARN ORCHARD
LANDS LOT LINE ADJ.
PLAT 2016-01
REC. NO. 914238

N1/4 COR. SECT. 22
6S, R93W, 6TH. P.M.
FND. 3" BRASS CAP
STAMPED "COUNTY
SURVEYOR, 1974"

POINT OF
BEGINNING

E1/16 COR. SECT. 22
6S, R93W, 6TH. P.M.
FND. 3.25" ALUM. CAP
STAMPED "PLS #36572"

S89°37'09"E
863.32'(TIE)

NW'LY SIDE
PROP. T.L. ESMT.

N. LINE NW1/4 NE1/4 SECT. 22
BASIS OF BEARING
N89°37'09"W 1319.91'

TEMP. ACCESS ESMT. "D"
AREA=918 S.F.±
OR 0.021 ACRES±

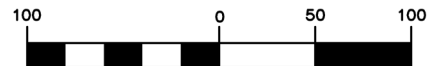
PROPOSED 75'
TRANSMISSION
LINE EASEMENT

LOT 6
SNYDER SUBDIVISION
REC. NO. 911984

OWNER:
CITY OF RIFLE
REC. NO. 918752

NE1/4 SECTION 22,
T6S, R93W, 6TH P.M.
GARFIELD COUNTY

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°37'09"E	27.73'
L2	S45°24'29"W	15.54'
L3	S31°13'49"W	25.46'
L4	S70°03'51"W	31.89'
L5	N31°13'49"E	51.15'



1 inch = 100 ft.

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.

CHKD. BY: J.L.

DATE: 03/27/25

SCALE: 1" = 100'

FILE: R13851

SHEET: 8 OF 9

P#: 217722218006

T#: 211

**TEMPORARY ACCESS
EASEMENT**

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 6, SNYDER SUBDIVISION DESCRIBED AT RECEPTION NO. 918752, FILED IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, ASSUMED TO BEAR N89°37'09"W A DISTANCE OF 1319.91 FEET FROM A 3.25" ALUMINUM CAP STAMPED "PLS #36572" FOUND AT THE EAST SIXTEENTH (1/16) CORNER OF SAID SECTION 22 TO A 3" BRASS CAP STAMPED "COUNTY SURVEYOR-1974" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 22;

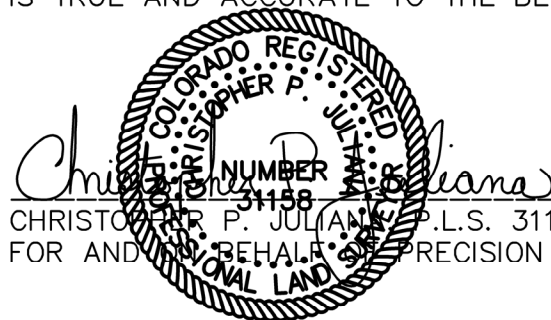
TEMPORARY ACCESS EASEMENT "D"

BEGINNING AT A POINT ON SAID NORTH LINE SAID POINT BEARS S89°37'09"E A DISTANCE OF 863.32 FEET FROM SAID NORTH QUARTER CORNER;

THENCE S89°37'09"E ALONG SAID NORTH LINE A DISTANCE OF 27.73 FEET; THENCE S45°24'29"W A DISTANCE OF 15.54 FEET; THENCE S31°13'49"W A DISTANCE OF 25.46 FEET TO THE NORTHWESTERLY SIDE OF A PROPOSED 75' WIDE TRANSMISSION LINE EASEMENT; THENCE S70°03'51"W ALONG SAID NORTHWESTERLY SIDE A DISTANCE OF 31.89 FEET; THENCE N31°13'49"E A DISTANCE OF 51.15 FEET THE POINT OF BEGINNING; WHENCE SAID EAST SIXTEENTH (1/16) CORNER BEARS S89°37'09"E A DISTANCE OF 456.58 FEET.

SAID PARCEL CONTAINS 918 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



CHRISTOPHER P. JULIAN, P.L.S. 31158 03/27/25
DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

 **PRECISION SURVEY & MAPPING**
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
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DATE: 03/27/25
SCALE: 1" = 100'

FILE: R13851
SHEET: 9 OF 9
P#: 217722218006
T#: 211

**TEMPORARY ACCESS
EASEMENT**

CONSENT AND SUBORDINATION

[DEED OF TRUST]

This Consent and Subordination is executed by _____, a [State of incorporation or formation] [type of entity (e.g., corporation, limited liability company)] ("**Lender**"), for the benefit of PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (the "**Company**").

- A. Lender is the current beneficiary of, and owner of the evidence of debt secured by, that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of _____ County, Colorado on _____ at [Book and Page or Reception Number as Applicable] (the "**Mortgage**").
- B. The real property encumbered by the Mortgage includes the Temporary Easement Area as described in the foregoing Temporary Construction Easement (the "**Easement**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Lender agrees as follows:

Lender consents to the foregoing Easement and agrees and confirms for itself and its successors and assigns that the lien of the Mortgage and other rights and interests of the Lender in the Temporary Easement Area are subject and subordinate to the Easement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of the Company acquired by virtue of the Easement shall not be affected thereby.

LENDER:

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by [Name of signatory from above] as [Title] of [Name of Lender], a [State of incorporation or formation] [type of entity (e.g., corporation, limited liability company)].

(Seal)

Notary Public

My Commission Expires: _____

CONSENT AND SUBORDINATION

[LEASE]

This Consent and Subordination is executed by _____ (“**Tenant**”), for the benefit of PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (the “**Company**”).

A. Tenant is a tenant of property owned by the Grantor of the foregoing Temporary Construction Easement (the “**Easement**”), pursuant to a Lease titled: _____ and executed on _____ (the “**Lease**”), which lease or memorandum of lease ☐ **was not recorded** / ☐ **was recorded** on DATE: _____ at RECORDING/BOOK and PAGE NUMBER: _____ in the real property records of the Clerk and Recorder of _____ County, Colorado.

B. Some or all of the Temporary Easement Area as described in the foregoing Easement burdens or affects portions of the property covered by the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Tenant agrees as follows:

Tenant consents to the foregoing Easement and agrees and confirms for itself and its successors and assigns that the Lease and other rights and interests of the Tenant in the Temporary Easement Area are subject and subordinate to the Easement with the same force and effect as if the Easement were made and placed of record prior to the execution of the Lease.

TENANT:

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

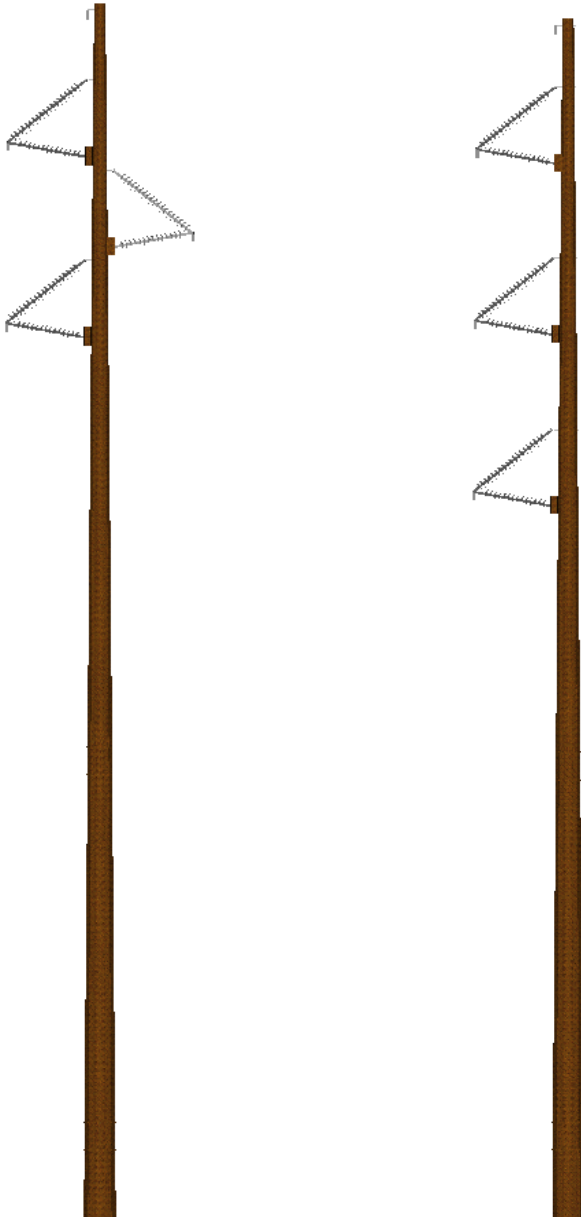
The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by [Name of signatory from above] as [Title] of [Name of Lender], a [State of incorporation or formation] [type of entity (e.g., corporation, limited liability company)].

(Seal)

Notary Public

My Commission Expires: _____

Proposed Xcel Energy Replacement Towers



Note: these tower visuals were provided early in our negotiations with Xcel and may not represent current equipment.



Agenda Item #7.d.

Agenda Item Name:

Consider the City of Rifle Parks and Facilities Naming Policy - Resolution No. 9 Series of 2025

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Consider the Parks and Facility Naming Policy.

Recommended Action:

Move to Approve Resolution No.9 Series of 2025

Fiscal Impact:

N/A

Operational Impact:

Approval of this policy will allow for clear guidelines for staff and community members regarding naming parks and facilities.

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 has developed 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 approval from the City Council on this resolution as it reflects the city's priorities and provides a fair and effective approach to future naming requests.

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. City of Rifle Parks and Facilities Naming Policy - Final 3.27.25
2. Resolution No. 9 - Park and Facility Naming Policy

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, 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 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.

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. **Advisory Board Selection:** The 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, COLORADO
RESOLUTION NO. 9
SERIES OF 2025**

**A RESOLUTION OF THE CITY OF RIFLE, COLORADO ADOPTING A PARK
AND FACILITY NAMING POLICY FOR THE CITY**

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

WHEREAS, the City has been developing a policy on the naming of City-owned parks and facilities to establish a clear policy for evaluating future naming requests that will ensure decisions align with the City’s values, reflect community input and maintain fairness and transparency; and

WHEREAS, a well-defined policy will provide criteria for evaluating naming requests including historical significance, financial contributions and community impact; and

WHEREAS, by implementing a 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.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The City of Rifle Parks and Facilities Naming Policy attached hereto and incorporated herein by this reference is hereby adopted.

THIS RESOLUTION, was read, passed and adopted by the Rifle City Council at a regular meeting held this 2nd day of April, 2025.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.e.

Agenda Item Name:

Consider Approval of Purchase of a Ventrac Tractor and Attachments for the Parks Department

Presenter:

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

Item Description:

Purchase of a compact tractor with attachments.

Recommended Action:

Move to approve the purchase of a Ventrac 4520P Compact Tractor for the amount of \$41,333.76 from LL Johnson.

Fiscal Impact:

\$41,000.00 was budgeted in 2025 for this purchase. We have had cost savings on other equipment within this GL that will cover the \$333.76 overage.

Operational Impact:

This new piece of equipment will replace a 1993 John Deere 1145 mower. The purchase aligns with our commitment to operational efficiency, equipment standardization, and resource optimization.

Prior Board Motions:

N/A

Background Information:

1993 1145 John Deer Mower

Executive Summary:

The Parks Department seeks approval to purchase a Ventrac 4520P Compact Tractor to replace an aging piece of equipment. The 1993 John Deere 1145 Mower is no longer efficient for daily operations and maintenance tasks, making it necessary to retire it. The Ventrac 4520p Compact tractor will address these needs, assisting with tasks such as mowing and stump grinding. This investment aligns with our commitment to operational efficiency, equipment standardization, and resource optimization. The Ventrac 4520P will be used daily for maintenance activities, ensuring the team has the proper equipment to support Park's operations. In accordance with Section 4-3-50 (Cooperative Purchasing through Sourcewell – LL Johnson #031121-TTC), the department has secured the Ventrac 4520P through a cooperative purchasing agreement at a price of \$41,333.76

Notification Requirements:

In accordance with Section 4-3-50 (Cooperative Purchasing through Sourcewell – LL Johnson #031121-TTC), the department has secured the Ventrac 4520P through a cooperative purchasing agreement at a price of \$41,333.76.

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. Ventrac 4520p Specification Sheet
2. Ventrac 4520 P Sourcewell Quote 3-19
3. Ventrac 4520P Memo
4. Award Memo Procurement-Ventrac 4520P Compact Tractor
5. Ventrac and Attachements PO Request 3.27.25



4520 TRACTOR

4520 TRACTOR

Model Comparison	4520K VANGUARD Big Block	4520P KAWASAKI DFI	4520Y KUBOTA Diesel	4520N KUBOTA	4520Z KUBOTA
Stock Codes	39.51219	39.51216	39.51217	39.51225	39.51215
California Model Stock Code		39.51221		39.51227	
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard	Standard

Engines

Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5	32.5
Peak Torque	47 ft lb (64 nm)	47 ft lb (64 nm)	42 ft lb (57 nm)	51 ft lb (69 nm)	51 ft lb (69 nm)
Displacement	896cc	824cc	898cc	962 cc	962cc
Cylinders	2	2	3	3	3
Engine Oil	Ventrac Full Synthetic 10W30				
Cooling	Air	Liquid	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline	Gasoline
Fuel Capacity	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7L)	6 gal (22.7 L)
Fuel Economy^^	1.6 gal/hr (6 L/hr)	1.2 gal/hr (4.5 L/hr)	1.1 gal/hr (4 L/hr)	1.2 gal/hr (4.5 L/hr)	1.5 gal/hr (5.7 L/hr)
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp	60 Amp

Dimensions

Weight with standard hitch	*1385 lb (628 kg)	1620 lb (735 kg)	1705 lb (773 kg)	1700 lb (771 kg)	1690 lb (767 kg)
Weight with accessories kit	1610 lb (730 kg)	N/A	N/A	N/A	N/A
Weight with 3-point hitch	1690 lb (767 kg) w/ accr kit	1700 lb (771 kg)	1785 lb (810 kg)	1780 lb (807 kg)	1770 lb (803 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)				
Length with 3-point hitch	92 inches (234 cm)				
Width	48.5 inches (123 cm)				
Width with wheel extensions	54.5 inches (138.5 cm)				
Width with duals	73 inches (185.5 cm)				
Wheelbase (front axle to rear axle)	45 inches (114 cm)				
Height (ROPS up)	68 inches (173 cm)				
Height (ROPS down)	54 inches (137 cm)				
Turning Radius (single tires, standard position)	39 inches (99 cm)				
Turning Radius (position 2)	54 inches (137 cm)				
Turning Radius (position 3)	68 inches (173 cm)				
Oscillation amount (@ wheel)	7.5 inches (19 cm)				
Ground Clearance	5 inches (13 cm)				

^^ Fuel Economy tested with HM602 mower for comparison purposes.
Application conditions & attachment will affect fuel economy.

All specifications subject to change without notice or obligation



The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.

STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System*
- *Optional on 4520K, standard on other 4520 Models
- USB Charger

Optional Accessories:

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit www.ventrac.com/accessories for full list.



4520 TRACTOR (cont.)

Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	Standard, with 150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

Drivetrain

Hydraulic Pump	Danfoss DDC-20
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	MPIM
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

Hitch and PTO

Front Hitch	Ventrac Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb) (339 nm)
Rear Hitch	2 inches Receiver
3-Point Hitch	Optional Category 1 3-Point Hitch

Tires

Standard (All Terrain)	22x12-8
Optional Turf	22x11-10

Travel Speed (F/R)

Low Range	5 mph (8 kph) forward / 4 mph (6 kph) reverse
High Range	10 mph (16 kph) forward / 8 mph (13 kph) reverse

Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights	Parking Brake, Engine High-Temp [^] , Hydraulic Oil High Temp [^] , Low Voltage [^] , Low Oil Pressure [^]
[^] Activates Audible Alarm	
Switches	Key, PTO, and Lights
Lights	
Head Lights	(4) LED 1000 Lumen
Tail Lights	(2) Red LED Lights

Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering

Other Features

Tool Box	Optional
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

ROPS

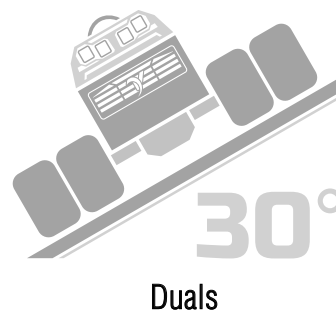
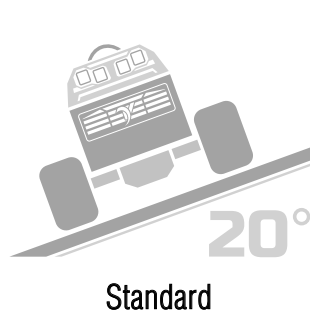
Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

All specifications subject to change without notice or obligation

Max Slope Rating (in any direction)

	Single Tires	Dual Wheels
4520* w/Front Attachment (unless specified otherwise below)	20°	30°
4520 w/Cab	10°	Not Recommended
4520 w/Spreader	10°	Not Recommended
4520 w/RV602	10°	15°
4520 w/KH500	5°	Not Recommended
4520 w/MA900	10°	18°

*Attachments, accessories, and tire configuration may reduce the 4520 power unit's maximum angle of operation. Refer to applicable operator manuals for maximum angle of operation of equipment.



ENGINE RATINGS

Model #	4520K	4520P	4520Y	4520N	4520Z
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Fuel	Gas	Gas (DFI)	Diesel	Gas	Gas
Max Slope Intermittent Use***	30° (58%)^	30° (58%)	30° (58%)^	30° (58%)^	30° (58%)^
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	25° (47%)	20° (36%)

*** For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°



Digital Slope Gauge
Recommended for operation on slopes.



Intermittent Use Defined

^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4520P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation





VENTRAC



4700 Holly Street
Denver, CO 80216
Mobile: 720-641-3864
Office: 303-394-6673



Count on it.

Customer: City of Rifle Parks			Account #	Ship #	
Contact Name: Austin Rickstrew			160107	*03	
Quote Date: 3/19/2025			PO#	Net 30	
Qty	Model Number	Description	Current 2024 MSRP	Pricing EACH	2025 Sourcewell Price
1	39.51216	KN, 4520P Kawasaki FD851D (4520P)	\$30,700.77	\$27,411.40	\$27,411.40
1	--> 70.4104	Kit, 12V Front 4500	\$334.88	\$299.00	\$299.00
1	--> 70.4140	Kit, Slope Indicator	\$448.22	\$400.20	\$400.20
1	--> 70.4163	Kit, Foot Control 4520/4500	\$185.47	\$165.60	\$165.60
1	Sourcewell Setup Fee	Sourcewell Setup and Delivery Fee	\$1,266.77	\$ 1,131.05	\$ 1,131.05
BUD-CAP Budgetary allowance for increase *see note below*					
			Sub Total	\$ 29,407.25	\$ 29,407.25
			2025 Est. Increase	Estimated Avail 2025	
			BUDGET TOTAL	\$ 29,407.25	\$ 29,407.25

Qty	Model Number	Description	Current 2024 MSRP	Pricing EACH	2025 Sourcewell Price
1	39.55118	HQ, HQ682 Mower, Tough Cut (HQ682)	\$5,229.28	\$4,669.00	\$4,669.00
1	--> 70.8226	Kit, Hydraulic Flip Up HQ682	\$566.72	\$506.00	\$506.00
1	Sourcewell Setup Fee	Sourcewell Setup and Delivery Fee	\$231.84	\$ 207.00	\$ 207.00
BUD-CAP Budgetary allowance for increase *see note below*			Sub Total	\$ 5,382.00	\$ 5,382.00
			2025 Est. Increase	Estimated Avail 2025	
			BUDGET TOTAL	\$ 5,382.00	\$ 5,382.00

Qty	Model Number	Description	Current 2024 MSRP	Pricing EACH	2025 Sourcewell Price
1	39.55301	KC, KC220 Stump Grinder (KC220)	\$5,430.21	\$4,848.40	\$4,848.40
1	Sourcewell Setup an	Sourcewell Setup and Delivery Fee	\$217.21	\$ 193.94	\$ 193.94
BUD-CAP Budgetary allowance for increase *see note below*			Sub Total	\$ 5,042.34	\$ 5,042.34
			2025 Est. Increase	Estimated Avail 2025	
			BUDGET TOTAL	\$ 5,042.34	\$ 5,042.34

Qty	Model Number	Description	Current 2024 MSRP	Pricing EACH	2025 Sourcewell Price
------------	---------------------	--------------------	--------------------------	---------------------	------------------------------

1	70.4169	Kit, Canopy	\$1,112.83	\$993.60	\$993.60
1	--> 70.4171	Kit, Strobe Light for Canopy	\$504.90	\$450.80	\$450.80
1	Sourcewell Setup an	Sourcewell Setup and Delivery Fee	\$64.71	\$ 57.78	\$ 57.78
BUD-CAP Budgetary allowance for increase *see note below*					
			Sub Total	\$ 1,502.18	\$ 1,502.18
			2025 Est. Increase	Estimated Avail 2025	
			BUDGET TOTAL	\$ 1,502.18	\$ 1,502.18

GRAND TOTAL	\$ 41,333.76
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I am pleased to present our current pricing information for the Toro Commercial products that you are interested in. These prices are from our current pricing structure available to all of our tax supported accounts using the **Sourcewell (#031121-TTC)**. The Service Fee listed above covers freight, set-up and delivery charges. The **Sourcewell** Contract uses the same discount structure as OMNIA (#2023261), Sourcewell (#031121-TTC) and GovMVM (C-2023-000000067) MAPO (Contract # 2023261MAPO)

- * All Toro equipment comes with a two year or 1,500 hour warranty
- * Please note that due to unexpected issues in our supply chain, we are experiencing so extreme delays in certain product categories.
- * If paying with a credit card, please add a 2% processing fee.
- * The price includes all set up and delivery.

Please feel free to call me with any questions.

Sincerely,

Tyrel Muheim
Western Territory Manager



Memo

To: Iris Trevisano, Procurement and Grant Manager

CC: Patrick Waller, City Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: March 27, 2025

Re: Purchase Request – Ventrac 4520P Compact Tractor

The Parks Department seeks approval to purchase a Ventrac 4520P Compact Tractor to replace the ageing 1993 John Deere 1145 Mower, which is no longer efficient for daily operations and maintenance tasks. Retiring this outdated equipment is necessary to maintain productivity and improve operational efficiency.

The Ventrac 4520P Compact Tractor will assist with essential maintenance activities such as mowing and stump grinding, ensuring the team has the proper equipment to support Parks operations year-round. This investment aligns with our commitment to operational efficiency, equipment standardization, and resource optimization.

Additionally, this piece of equipment is highly versatile, and we have the option to purchase additional attachments in the future to expand its use further for tasks such as snow removal, aeration, and site preparation as needed.

Please let me know if you require additional information or have any questions regarding this request.

Thank you for your consideration.

Memo

To: Rifle City Council
CC: Patrick Waller, City Manager, Scott Rust Finance Director, Austin Rickstrew
Parks & Recreation Director
From: Iris Trevisano, Procurement and Grant Reporting Manager
Date: April 2, 2025
Subject: Recommending the purchase of Ventrac 4520P Compact Tractor

Background

The Parks and Recreation Department has budgeted \$41,000 in the 2025 budget to purchase a Ventrac 4520P Compact Tractor. This will be replacing the aging 1993 John Deere 1145 Mower.

Procurement

In accordance with Section 4-3-50, **Cooperative Purchasing through Sourcewell – LL Johnson (#031121-TTC)**, the department has sourced a Ventrac 4520P Compact Tractor under a cooperative purchase agreement price of **\$41,333.76**

Staff Recommendation

Staff recommends the approval of the purchase of a Ventrac 4520P Compact Tractor through LL Johnson

Iris Trevisano
Procurement and Grant Reporting Manager



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	LL Johnson Distribution Company	

2.	Vendor Address
4700 Holly Street, Denver, CO 80216	

3.	For the Purchase of (description)
Purchase of Ventrac and attachments	

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$41,333.76		

5.	Dept. Name	General Ledger Acct #
	Parks	210-4521-400-741

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

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

8.	Authorization Required
☒	City Manager
☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Austin Rickstrew Signer ID: CL5TPBWV12...	03/28/2025
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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



Agenda Item #7.f.

Agenda Item Name:

Consider Report of Changes for City of Rifle dba Ute Theater and Events Center

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Staff is updating Ute Theater and Events Center staff information and requesting a premise modification for potential outdoor uses of the venue by expanding the liquor license area onto 4th Street from May 4, 2025 through December 31, 2025.

This annual request requires City Council's approval before State Liquor License approval.

Recommended Action:

Move to approve the Report of Changes application for the City of Rifle dba Ute Theater and Event Center.

Fiscal Impact:

Updating staff information with the State. This modification of premise will also allow greater opportunities for outdoor activities related to the Ute Theater during summer.
Staff expects that this will potentially increase revenue.

Operational Impact:

Staff time for planning, set-up and clean-up will increase.

Prior Board Motions:

This is an annual request.

Background Information:

City of Rifle dba Ute Theater and Events Center located at 132 East 4th Street, Rifle CO has submitted a Report of Changes application.

The following criteria have been met by the applicant:

- * The application is complete
- * The fees have been paid

I recommend approval of the Report of Changes application for City of Rifle dba Ute Theater and Events Center.

Executive Summary:

- Staff Information Update

- Licensed Area will remain the same on select dates in 2025

Notification Requirements:

None

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 2025 Report of Changes - Ute Theater - Council

Instruction Sheet for Permit Application and Report of Changes

For All Sections, Complete Questions on Page 2

☒ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 10 on page 6. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☒ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 8 for Oath of Applicant signature.

☒ **Section C**

Check the appropriate box in section C and proceed below.

For a Retail Warehouse Storage Permit, go to page 4 complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

For a Wholesale Branch House Permit, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

To Change Trade Name or Corporation Name, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

To modify Premises, or add Sidewalk Service Area, go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

For Optional Premises go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

To Change Location, go to page 5 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

Noncontiguous or Primary Manufacturing Location Change, go to page 6, and complete questions in the section. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer pursuant to section 44-3-402 or 44-3-403, C.R.S.

Campus Liquor Complex Designation, go to page 8 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature.

To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 8 and complete questions in the section.

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Government

License Number

03-10555

Name of Licensee

City of Rifle

Trade Name of Establishment (DBA)

Ute Theater and Events Center

Address of Premises (specify exact location of premises)

134 E. 4th St.

City	County	State	ZIP Code
Rifle	Garfield	CO	81650

Business Email Address

Business Phone Number

970-665-6569

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

- ☐ Manager's Registration (Hotel & Restaurant)..... \$30.00
- ☐ Manager's Registration (Tavern)..... \$30.00
- ☐ Manager's Registration (Lodging Facility)..... \$30.00
- ☐ Manager's Registration (Entertainment Facility)..... \$30.00
- ☒ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- ☐ Duplicate License \$50.00

Storage Permit

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On-Premises Licensee (Taverns, Restaurants etc.)

☐ Off-Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of Storage Premises

City County ZIP Code

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Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

☐ Change of Trade Name/DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Section C

- ☐ Retail Warehouse Storage Permit (each)..... \$100.00
- ☐ Wholesale Branch House Permit (each)..... \$100.00
- ☐ Change Corporation or Trade Name Permit (each)..... \$50.00
- ☐ Change Location Permit (each)..... \$150.00
- ☐ Noncontiguous or Primary Manufacturing Location Change..... \$150.00
-
- ☒ Change, Alter or Modify Premises.....\$150.00 x Total Fee:
- ☐ Addition of Optional Premises to Existing Hotel/Restaurant\$100.00 x Total Fee:
- ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex.....\$160.00 x Total Fee:
- ☐ Campus Liquor Complex Designation..... No Fee
- ☐ Sidewalk Service Area..... \$75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued

License Account Number

Period

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

Total Amount Due.....

\$

Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); **or**
- ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

Address of Location 1:

Address

City County ZIP Code

Address of Location 2:

Address

City County ZIP Code

Change of Manager

Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging Facility and Entertainment Facility liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

Change of Manager

Former Manager's Name

Dorman Pleasant

New Manager's Name

Date of Employment

Has manager ever managed a liquor licensed establishment?..... ☐ Yes ☒ No

Does manager have a financial interest in any other liquor licensed establishment?..... ☐ Yes ☒ No

If yes, give name and location of establishment

Change of Location

Note to Retail Licensees: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

Date of Hearing

Address of current premises.

Address

City

County

ZIP Code

Address of proposed New Premises

(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City

County

ZIP Code

New mailing address if applicable.

Address

City

County

State

ZIP Code

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services
I wish to designate my existing:

Liquor License Type

Liquor License Number

to a Campus Liquor Complex..... ☐ Yes ☐ No

Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

Address of Related Facility

Address

City

State

ZIP Code

Outlined diagram provided..... ☐ Yes ☐ No

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Print Name

Title

PATRICK DUPREY

Manager

Electronic signature is not accepted, physical signature is required.

Date (MM/DD/YY)

[Signature]

03-21-2025

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)

Date filed with Local Authority

Electronic signature is not accepted, physical signature is required. Title

Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Electronic signature is not accepted, physical signature is required. Title

Date (MM/DD/YY)

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

Note: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

Add 72' x 138' to existing premises in front of the Patio Area to facilitate weekly outdoor concert series.

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

05/01/2025

End (month/day/year)

12/31/2025

Note: The total state fee for temporary modification is \$300.00

- (c)** Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ☐ Yes ☒ No

(If yes, explain in detail and describe any exemptions that apply)

- (d)** Is the proposed change in compliance with local building and zoning laws?..... ☒ Yes ☐ No

- (e)** If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... ☐ Yes ☒ No

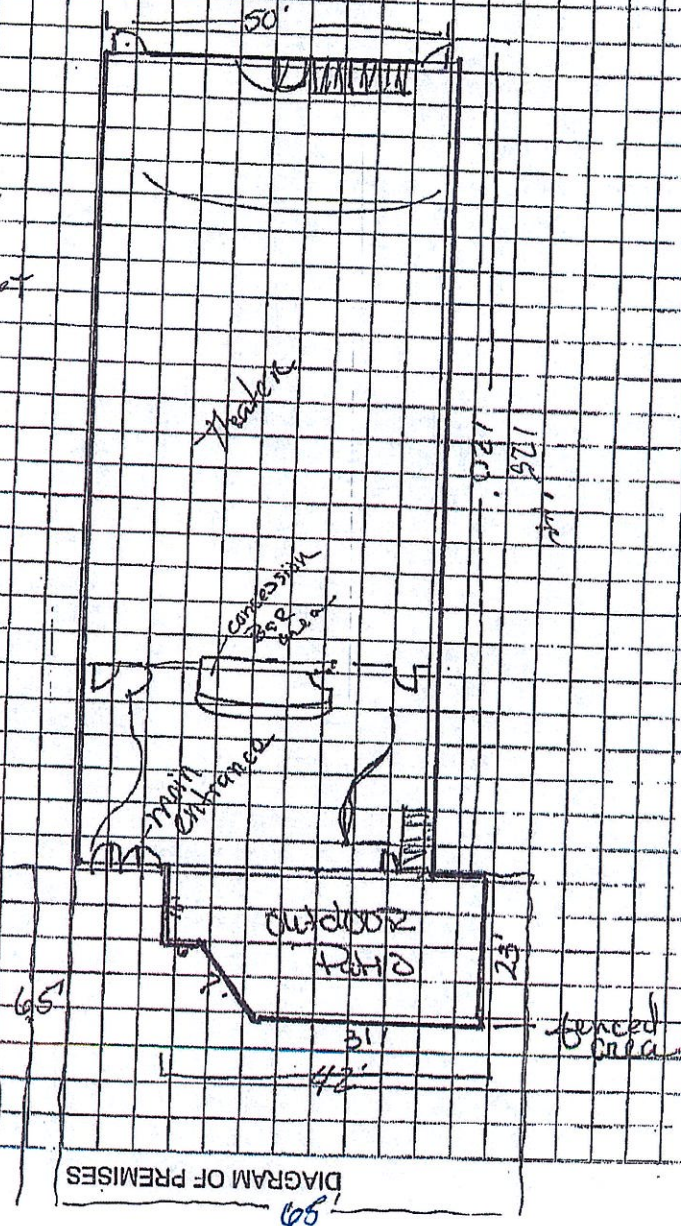
- (f)** Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

- (g)** Attach any existing lease that is revised due to the modification.

- (h)** For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.



Spaced in
FRONT of
WFE including
sidewalks &
East UT Street



This Deed, Made this 23rd day of August in the year of our Lord one thousand nine
 hundred and forty one between Chas. C. Emerson and wife Margaret
 of the County of Jefferson
 and State of Colorado, of the first part, and Chas. C. Emerson, State of Colorado, as principal and executor
under the will of Chas. C. Emerson deceased, of the County of Jefferson
 and State of Colorado, of the second part:
 It is covenanted that the said part one of the first part, for and in consideration of the sum of _____ Dollars,
 to the said part one of the first part, in hand paid by the said part one of the second part, the receipt whereof is hereby confessed and acknowledged,
 have granted, bargained, sold, aliened, conveyed, and by these presents do give, sell, convey and confirm unto the said part one
 of the second part, his heirs and assigns, forever, all the following described lots or parcel _____ of land, situate, lying and being in the
 County of Jefferson
 and State of Colorado, to-wit:

lots Fifteen (15) and Sixteen (16), Block "G"
in the Town of Rifle, Colorado

7/50
- (REMANCLED)

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining; and the reversion and remainder, residue, remainder, profits, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of and in, unto the said first part, either in law or equity, of it; and in the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said

...of the first part, for ~~them selves~~ their heirs, assigns and assigns, do covenent, grant, bargain and agree to and with the said part 1st of the second part, 1st that as and during that as the time of the cancelling and delivery of these presents, all real and choise of the premises above comprised, as of good, sound, honest and absolute right and estate of inheritance, in law, in fee simple, and good right, full power and lawful authority to grant, bargain, sell and convey the same, with all and firm thereof, and that the said part 1st and part 2nd from all former and other grants, bargains, sales, lites, lites, exchanges and all limitations of whatever kind or nature were, that the said part 1st and part 2nd be and remain all and true, full, deliverable to and for the use and behoof of the said part 1st and part 2nd as above.

and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and lawfully warrant and forever defend.

IN WITNESS WHEREOF, The said party of the first part hereunto set hand, and seal, the day and year first above written.

STOCKS, BONDS AND DEBITORS IN FLUXION OF

Dance of Demons (REAL)

Eva Peron (SEAL)

(CONT.)

Advertisement _____ (REAL)

STATE OF COLORADO,

County of Sanfield ss. 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479</

who personally known to me in the person whose name _____ subscribed to the aforesaid Deed, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act for the uses and purposes therein specified.

like foregoing instrument was acknowledged before me this 7 day of August A.D. 1941, by Vance Henderson and Eva Anderson.

Witness:
Given under my hand and official seal this _____ day of _____ A. D. 19__

My commission expires October 8, 1954 *Vida M. Rice*

Nature, Public

Filed for record this 9 day of Aug. A.D., 1941, at 9:26 o'clock A.M.
Hester

No. _____

By: _____

Date: _____



Agenda Item #7.g.

Agenda Item Name:

Consider Offer for Dogwood Property Purchase

Presenter:

Patrick Waller, City Manager

Item Description:

Offer for Property Purchase

Recommended Action:

Move to approve the offer for purchase of the Dogwood Water Plant property with amendments to the contract as proposed by staff.

Fiscal Impact:

The city has received an offer for \$325,000 for the old water plant property on Dogwood.

Operational Impact:

N/A

Prior Board Motions:

The Board previously approved Ordinance No. 5 Series of 2025, which allowed the City Manager to move forward with the property sale and contract authorization.

Background Information:

In October of 2023, Rifle City Council approved a \$750,000 contract for the removal of the old water treatment plant buildings at 1500 Dogwood. The demolition of the buildings on the property have been completed and the property has been graded.

The Comprehensive Plan does not have a designation for the property, however it does state, “The City owns this property and may seek to redevelop it”. The western boundary of the property will be encumbered by a 30’ easement for a water transmission line that will eventually be abandoned once the Penwell Water Transmission Line project is complete. The 2.14-acre property is zoned Low Density Residential, which allows for minimum lot sizes of 6,000 square feet. Staff’s initial analysis of the property shows that the parcel can be subdivided into at least eight lots.

Executive Summary:

Council accepted a previous offer at the February 5, 2025 meeting. That offer has fallen through and the City has received an offer for \$325,000. This is the only active offer on the property. Staff has a small amendment to the contract that has been communicated to our real estate agent regarding splitting closing costs.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, City Manager

Attachments:

1. Offer - 3.24.25
2. Staff Memo - Graham Mesa Water Treatment Plant - 4.2.25



RONIN Real Estate Professionals ERA Powered

Milton Arroyo

REALTOR®

realtormiltonarroyo@gmail.com

Ph: 970-274-6044

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-8-24) (Mandatory 8-24)

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

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

(☒ **Property with No Residences**)
(☐ **Property with Residences-Residential Addendum Attached**)

Date: 3/24/2025

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Brown's Family Holdings LLC (Buyer) will take title to the Property described below as

☐ Joint Tenants ☐ Tenants In Common ☒ Other severalty.

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

2.3. Seller. City of Rifle (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Garfield, Colorado (insert legal description):

Section: 10 Township: 6 Range: 93 TR IN NESW - Exact legal to be confirmed by title company or survey.

known as: 1500 Dogwood Drive, Rifle, CO 81650

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

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

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

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

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is .

☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	10 days + MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	15 days + MEC
4	§ 8	Record Title Objection Deadline	20 days + MEC
5	§ 8	Off-Record Title Deadline	15 days + MEC
6	§ 8	Off-Record Title Objection Deadline	20 days + MEC
7	§ 8	Title Resolution Deadline	25 days + MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	

		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	35 days + MEC
31	§ 10	Inspection Objection Deadline	35 days + MEC
32	§ 10	Inspection Resolution Deadline	40 days + MEC
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	30 days + MEC
35	§ 10	Due Diligence Documents Objection Deadline	35 days + MEC
36	§ 10	Due Diligence Documents Resolution Deadline	40 days + MEC
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	50 days + MEC
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	Acceptance Deadline Date	4/2/2025 Wednesday

47	§ 27	Acceptance Deadline Time	5:00PM
48			
49			

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

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☐ Will ☒ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 325,000.00	
2	§ 4.3.	Earnest Money		\$ 10,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				\$
8				\$
9	§ 4.4.	Cash at Closing		\$ 315,000.00
10		Total	\$ 325,000.00	\$ 325,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$0 (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a Good US Funds, will be payable to and held by Commonwealth Title (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or

before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

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

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

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

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

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** .

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at \$ per including principal and interest presently at the rate of % per annum and also including escrow for the following as indicated:

☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ .

Buyer agrees to pay a loan transfer fee not to exceed \$. At the time of assumption, the new interest rate will not exceed % per annum and the new payment will not exceed \$ per principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

Seller ☐ **Will** ☐ **Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval**

Deadline ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by in an amount not to exceed \$.

This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received by all parties and the Closing Company on or before Closing.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before days before **Seller or Private Financing Deadline**.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan, Assumption Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in

confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

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

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,

INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller

does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other**.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

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

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

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

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title

Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: .

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☐ Buyer, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to

object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

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

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

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

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

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

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

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

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

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of ; is required and the following will apply:

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

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

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

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

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

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

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

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

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

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

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

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

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

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

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☐ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.6.2.** Property tax bills for the last years;

☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.6.5.** Operating statements for the past years;

☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past years;

☒ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.6.13.** Other:

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

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

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

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

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or , at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection).

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

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination**

Deadline, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer

☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

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

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property. The hour and place of Closing will be as designated by [closing agent](#).

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

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

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

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

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

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

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

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current

Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller
☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by
☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller
☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ for:

☐ Water District/Municipality ☐ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐

and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.9. FIRPTA and Colorado Withholding.

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

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

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☐ Taxes for the Calendar Year Immediately Preceding Closing

☒ Most Recent Mill Levy and Most Recent Assessed Valuation, ☐ Other

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

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

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

General Provisions

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

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly

notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

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

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

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

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

20.1. If Buyer is in Default:

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

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

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

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for

such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or .

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

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

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

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

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☒ **29.1.** 2.5% of the Purchase Price or \$ by Seller. Buyer's brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

☐ **29.2.** % of the Purchase Price or \$ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** % of the Purchase Price or \$ by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

a. Buyer shall have the right to assign this Contract to an entity controlled by or under common control with Buyer without prior approval from Seller by notifying Commonwealth Title of such assignment no later than seven (7) days prior to Closing.

b. Seller acknowledges that Buyer may intend to perform a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Seller accordingly agrees to an assignment of the rights under this contract by the Buyer to Buyer's 1031 Exchange company, a qualified intermediary. Seller agrees to cooperate in such exchange as long as it does not delay the closing or cause additional expense to Seller.

c. City of Rifle will be retaining a water line access easement. A copy of the easement to be provided along side title commitment.

d. Deed restricted: City of Rifle will be retaining a deed restriction to ensure timely development.

e. Taxes will be determined at closing.

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents are a part of this Contract:

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

Signatures

Walt Brown, Managing Member

Date: 3/24/2025

Buyer: **Brown's Family Holdings LLC**
By: Walt Brown, Managing Member

[NOTE: If this offer is being countered or rejected, do not sign this document.]



SELLER'S SIGNATURE

Seller: **City of Rifle**
By: Patrick Waller, City Manager

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **RONIN Real Estate Professionals ERA Powered**

Brokerage Firm's License #: **EC.100088604**



Date: **3/24/2025**

Broker's Name: **Milton Arroyo**

Broker's License #: **FA.100079429**

Address: **715 Horizon Dr #380 Grand Junction, CO 81506**

Phone No.: **970-274-6044**

Fax No.:

Email Address: **realtormiltonarroyo@gmail.com**

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** ☐ (Clr) acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** ☐ (Clr) in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other**

☐ (Clr)

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Property Professionals**

Brokerage Firm's License #: **EC.100080620**



Broker's Name: **Paige Haderlie**

Broker's License #: **ER.040043498**

Address: **1430A Railroad Ave. Rifle, CO 81650**

Phone No.: **970-625-2255**

Fax No.:

Email Address: **paige@paigehaderlie.com**

CBS4-8-24. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

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MEMORANDUM



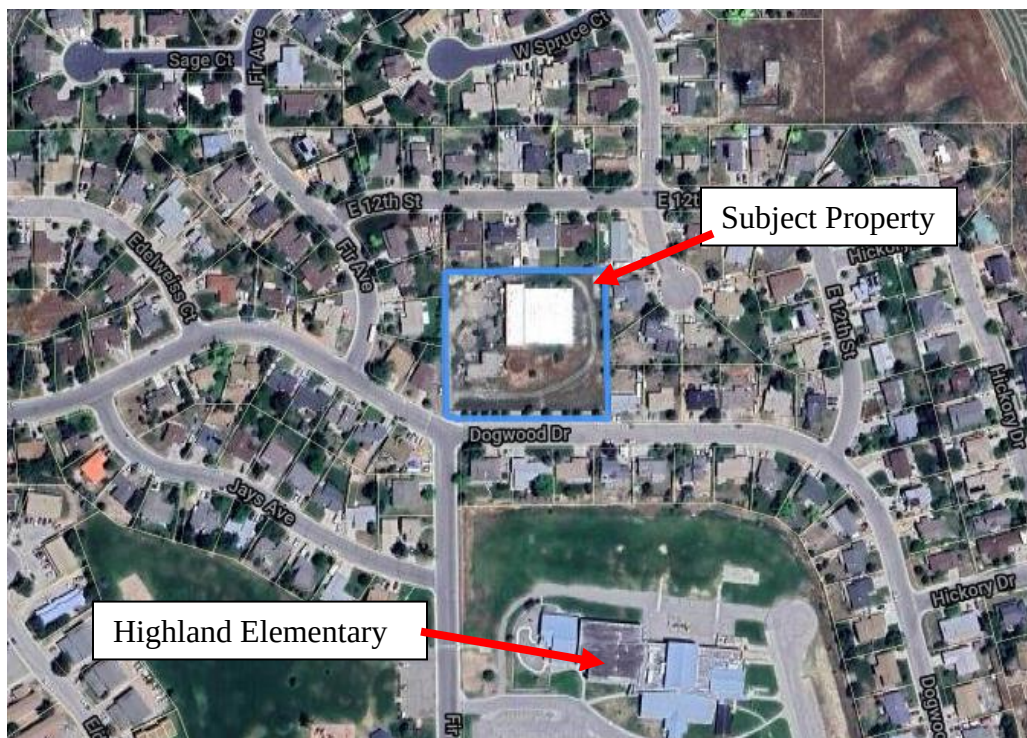
To: Rifle City Council
From: Patrick Waller, City Manager
Date: April 2, 2025
Subject: Graham Mesa Water Plant

BACKGROUND

In October of 2023, Rifle City Council approved a \$750,000 contract for the removal of the old water treatment plant buildings at 1500 Dogwood. The demolition of the buildings on the property have been completed and the property has been graded.

The Comprehensive Plan does not have a designation for the property, however it does state, “The City owns this property and may seek to redevelop it”. The western boundary of the property will be encumbered by a 30’ easement for a water transmission line that will eventually be abandoned once the Penwell Water Transmission Line project is complete. The 2.14-acre property is zoned Low Density Residential, which allows for minimum lot sizes of 6,000 square feet. Staff’s initial analysis of the property shows that the parcel can be subdivided into at least eight lots.

An appraisal was completed for the property that estimated a value of \$380,000.



PROPERTY SALE

Council accepted a previous offer at the February 5, 2025 meeting. That offer has fallen through and the City has received an offer for \$325,000. This is the only active offer on the property.



Agenda Item #8.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
3/28/2025

Notification Requirements:

None

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 03.28.2025 Report to City Manager

WORK REPORT TO CITY MANAGER

03.28.2025

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- It's construction season! Our citizens have historically been really tolerant, realizing that these are necessary improvements. Let's hope that holds true this year!
- As an fyi- the Council recap videos are getting a lot of positive feedback.

COURT

- Handled 44 adult cases on March 19 court day.
- Held 05 telephone hearings with inmates in custody.
- We are still working on responses to several legislative bills being introduced this session that will, if enacted, affect municipal courts. The first, HB25-1147, is expected to pass the house on third reading so we will focus our attention on the senate (or, if necessary, the Governor!). This is the bill forcing municipal penalties to be identical to state law, requiring a defense attorney be present at first appearances, and all proceedings be live streamed. The livestreaming is interesting in that state courts recently experienced a "porn attack" on their feeds. That alone should give pause!
 - The second, HB25-1276 is a CML initiated bill allowing for cash or surety bonds instead of personal recognizance bonds in limited circumstances. Although I think the bill is overly restrictive and its applicability in the real world is legally questionable in my opinion, it does, at the very least, provide a necessary option.

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: the motor has serious damage; Dodge dealership technicians determined that the motor needs to be replaced.
- Project car: 4V11, 2011 Ford Fusion – rack and pinion steering replacement; 100% complete
- Hydraulic issues with grapple bucket on Bobcat track-steer: 100% complete
- Bringing new vehicles for PD, Water, and Wastewater into service

Operations & Maintenance

- Placement of sidewalk at Davidson Park: complete except for asphalt replacement
- Crack seal at the EIC ahead of Habitat for Humanity construction.
- Street sweeping
- Detention pond at 1363 Anvil View Ave cleanup and construction of new access: 100% complete
- Demolition of City-owned house at 638 Park Ave.; site recovered.

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