



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

October 21, 2020
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Cares Act Discussion and City Hall Reopening Discussion

7:00 PM - Regular Meeting

1 Call to Order & Roll Call

2 Pledge of Allegiance

3 Public Comment *(maximum time permitted for Public Comment is 3 minutes per person)

- 3.a. Instructions to Participate / Citizen Comments - for items not listed as public hearings on the agenda

4 Consent Agenda

- 4.a. Consider Minutes of the August 19, 2020 Regular Meeting

5 Action, if any, on Workshop Items

6 Regular Agenda

- 6.a. Consider Appointment of Tyler Kelly to Greater Rifle Improvement Team (GRIT) Advisory Board
- 6.b. Consider request to use July 3rd, 2020 Canceled Firework Display for Hometown Holidays Event

- 6.c. Consider Intergovernmental Agreement with Garfield County for Congregate Meal/Nutrition Program
- 6.d. Consider approval of Professional Services Agreement with JVA, Inc. for the Utility Maintenance, Capital, and Rate Study
- 6.e. Consider Contract with Johnson Construction to Construct W. 2nd Street Sidewalk - Railroad Ave to West Ave
- 6.f. Consider Contract with Tally Ho Construction for W. 2nd Street and State Highway 6 Intersection Improvements
- 6.g. Consider Approval of Site Plan Improvements Agreement with Napa
- 6.h. Consider Approval of CARES Act Funds

7 Administrative Reports

- 7.a. Report to City Manager

8 Comments from Mayor and Council

9 Adjournment



Agenda Item #a.

Agenda Item Name:

Cares Act Discussion and City Hall Reopening Discussion

Presenter:

Nathan Lindquist, Planning Director

Item Description:

cares act and city hall

Recommended Action:

n/a

Fiscal Impact:

TBD

Operational Impact:

TBD

Prior Board Motions:

multiple

Background Information:

CARES Act:

in addition to the 25,000 for River Center/ROC and the \$50,000 for marketing that were recommended in the agenda item, we have about \$140,000 left to spend. A couple of other potential expenditures have become possible, so here would be staff's recommendations:

\$25,000 for Aspen Community Foundation. This can go to a number of different organizations per council's direction. ACF would manage the tracking of it.

\$40,000 additional for non-profits

\$40,000 additional for general business operations

\$35,000 for outdoor dining equipment

Due to the December 30th deadline for all expenditures, staff is changing the program from a loan to a grant.

Grant applications will include receipts for eligible expenses so that we can be sure to get them before December 30th. This has caused staff to change some of the criteria and have legal write a new grant agreement form, delaying start of the last round of funding that council approved.

Because more funding is available, staff also recommends we allow all non-profits to apply at the same time, both inside and outside of the city.

Executive Summary:

City Hall Discussion:

Staff has requested that Phil Vaughan expedite remodel components that would allow City Hall to open as soon as possible. These includes the public/staff interaction areas in the Finance Dept, Planning/Building Dept, and Recreation Dept. This would require that Council waive the procurement code for these improvements. We hope to be able to find a contractor in the next few weeks. The rest of the remodel project would wait until the winter and follow the procurement code.

Additionally, staff will update the signage on city hall entrances. They currently give the impression that city hall is completely closed. We are seeing the public by appointment, and the door by the finance department is also open.

Notification Requirements:

none

Prepared By:

Nathan Lindquist, Planning Director

Attachments:

None



Agenda Item #3.a.

Agenda Item Name:

Instructions to Participate / Citizen Comments - for items not listed as public hearings on the agenda

Presenter:

Item Description:

Citizen Comments - for items not listed as public hearings on the agenda.

Please limit comments to 3 minutes. Please see instructions below.

Electronic Meeting Participation:

Please click the link below to join the webinar:

[Click here to join electronic meeting](http://www.rifleco.org/ElectronicMeetings) or (www.rifleco.org/ElectronicMeetings)

Password: 929942

Participate by phone:

Dial: 1 301 715 8592 or 1 312 626 6799 / Webinar ID: 416 406 740

If you are participating electronically and would like to make a citizen comment during the City Council Meeting, please raise your hand on Zoom we will call on you during that portion of the meeting. During the meeting, you will be asked to state your name and if you live in the city limits of Rifle.

Recommended Action:

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

None



Agenda Item #4.a.

Agenda Item Name:

Consider Minutes of the August 19, 2020 Regular Meeting

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Minutes of the August 19, 2020 Regular Meeting

Recommended Action:

I move to approve the minutes of the August 19, 2020 City Council Regular Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the August 19, 2020 Regular Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 08.19.2020 MINUTES



RIFLE CITY COUNCIL

REGULAR MEETING

August 19, 2020

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 Barb Clifton. This Rifle City Council meeting was posted as an electronic meeting and is being held as an electronic meeting.

Present at Roll Call:

Councilor Joe Carpenter, Councilor Brian Condie, Councilor Ed Green, Mayor Pro Tem Theresa Hamilton, Councilor Clint Hostettler, Councilor Sean Strode, and Mayor Barb Clifton

Others Present:

Rifle City Manager Scott Hahn, City Clerk Kristy Doll, City Attorney Jim Neu, Rifle Community Television (RCTV) Michael Churchill and Salvador Tovar-Guzman, Chief of Police Tommy Klein, Court Administrator/PIO Kathy Pototsky, Senior Center Director Tami Sours, Planning Director Nathan Lindquist, and Joe Elliott.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

No Citizen Comments were heard.

CONSENT AGENDA– CONSIDER APPROVING THE FOLLOWING ITEMS:

- 1.a. Minutes of the June 17, 2020, City Council Regular meeting
- 1.b. Liquor License Renewal for City of Rifle dba Ute Theater and Events Center
- 1.c. Consider designation of the former Fulton Garage building at 127-131 W. 3rd St. as a local historic landmark - Ordinance No. 8, Series of 2020 - 2nd Reading
- 1.d. Consider Rifle Heights' Subdivision Improvement Agreement Fifth Amendment
- 1.e. Consider submitting an FMLD Traditional Grant application in the amount of \$500,000 for the Downtown Street Improvements Project - Resolution No. 14, Series of 2020
- 1.f. Consider submitting an FMLD Mini-Grant application for \$25,000 for the I-70 North Interchange Beautification Project - Resolution No. 15, Series of 2020

Mayor Pro Tem Theresa Hamilton moved to approve Consent Agenda Items A, B, C, D, E, and F; seconded by Councilor Sean Strode.

Roll Call: Yes - Barbara Clifton, Theresa Hamilton, Joe Carpenter, Brian Condie, Ed Green, Clint Hostettler, Sean Strode; No - None

REGULAR AGENDA

Administer Oath of Office to Newly Appointed Councilor Clint Hostettler

City Clerk Kristy Doll administered Oath to Office to newly appointed Councilor Clint Hostettler.

Present Service Plaque to Former Councilor Joe Elliott

Mayor Barb Clifton presented former Councilor Joe Elliott a plaque in recognition of his service to the Rifle City Council.

Consider Amending Chapter 8, Article 1 of the Rifle Municipal Code for the Regulation of Accidents, Accident Reports and the Nuisance Exhibition of Motor Vehicle Exhaust - Ordinance No. 9, Series Of 2020 -1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING CHAPTER 8, ARTICLE I OF THE RIFLE MUNICIPAL CODE TO PROVIDE FOR THE REGULATION OF ACCIDENTS, ACCIDENT REPORTS AND THE NUISANCE EXHIBITION OF MOTOR VEHICLE EXHAUST.

Municipal Court Clerk Kathy Pototsky stated staff has determined that the current Code provisions require additional amendments to regulate better and enforce accidents and accident reports and the nuisance exhibition of motor vehicle exhaust. These regulations currently exist under state law, but they are not in our municipal code. Staff recommends approval of Ordinance No. 9, Series of 2020.

Mayor Pro Tem Theresa Hamilton moved to approve Ordinance No. 9, Series of 2020 on first reading, as presented, and order it to be published by title as required by Charter; seconded by Councilor Clint Hostettler.

Roll Call: Yes - Barbara Clifton, Theresa Hamilton, Joe Carpenter, Brian Condie, Ed Green, Clint Hostettler, Sean Strode; No - None

Consider Approval To Purchase New Flooring For The Senior Center

Senior Center Director Tami Sours explained that two quotes were received for new flooring at the Rifle Senior Center. The bid with AG Flooring was a bit higher, but it includes the underlayment. The Rifle Senior Center received a private donation of \$10,000 and another \$10,000 contribution from the Sales and Cans Committee toward replacing the Senior Center's flooring. \$10,000 was included in the 2020 budget for this item and the final cost to the City will be \$7,264.60. Staff recommends AG Flooring LLC in an amount not to exceed \$27,264.60 to replace the flooring in the dining room, dance floor, and library room.

Mayor Pro Tem Theresa Hamilton moved to approve the purchase of new flooring for the Rifle Senior Center in an amount not to exceed \$27,264.40; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Barbara Clifton, Theresa Hamilton, Joe Carpenter, Brian Condie, Ed Green, Clint Hostettler, Sean Strode; No - None

Consider Purchase of Motorola Car and Handheld Radios for the Police Department

Chief of Police Tommy Klein explained that a Justice Assistance Grant (JAG) grant was obtained to purchase Motorola car and handheld radios. The JAG grant will reimburse up to \$130,000 to the City for this purchase. Staff recommends the purchase of Motorola car and handheld radios using the JAG grant funds up to \$130,000.

Mayor Pro Tem Theresa Hamilton moved to approve the purchase of Motorola car and handheld radios for the Police Department; seconded by Councilor Clint Hostettler.

Roll Call: Yes - Barbara Clifton, Theresa Hamilton, Joe Carpenter, Brian Condie, Ed Green, Clint Hostettler, Sean Strode; No - None

Consider Approval of Rifle Police Department DOLA Mental Health Grant - Resolution No. 16, Series Of 2020

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A DEPARTMENT OF

LOCAL AFFAIRS GRANT APPLICATION

Chief of Police Tommy Klein explained that DOLA is offering a Police Officer Mental Health Support Grant for the 2020-2021 fiscal year. This grant fund of \$3,000 would cover checkups and counseling for officers who experienced a critical incident in our 2021 budget. Staff recommends approval of Resolution No. 16, Series of 2020, to allow the Police Department to apply for a \$3,000.00 grant to support officer mental health checkups and counseling.

Mayor Pro Tem Theresa Hamilton moved to approve the Rifle Police Department DOLA Mental Health Grant - Resolution No. 16, Series of 2020; seconded by Councilor Sean Strode.

Roll Call: Yes - Barbara Clifton, Theresa Hamilton, Joe Carpenter, Brian Condie, Ed Green, Clint Hostettler, Sean Strode; No - None

Consider Site Plan Improvements Agreement and Fee Waiver Program for 2070 Railroad Avenue (Napa Auto Parts)

City Manager Scott Hahn explained the Site Plan Improvements Agreement with Napa Auto Parts and a Fee Waiver Program for public improvements associated with a new store at 2070 Railroad Avenue. Napa is moving to 2070 Railroad Avenue from its current location at 949 Railroad Avenue, purchased by Garfield County. The project involves improvements to 21st Street and Hwy 13 that would allow access to several developable properties.

Staff requested this agenda item be postponed until the next City Council meeting.

Board Representatives

Due to the resignation of Joe Elliott and scheduling conflicts for Theresa Hamilton, Councilor Clint Hostettler agreed to serve on the Housing Authority Board and as Garfield County Liaison. Councilor Brian Condie expressed his interest in serving on the Rifle Heritage Center Board.

Mayor Pro Tem Theresa Hamilton moved to approve the appointment of Clint Hostettler to Rifle Housing Authority Board and as the Garfield County Liaison and the appointment of Brian Condie to the Rifle Heritage Center Board; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Barbara Clifton, Theresa Hamilton, Joe Carpenter, Brian Condie, Ed Green, Clint Hostettler, Sean Strode; No - None

ADMINISTRATIVE REPORTS

Administrative reports were heard from Kristy Doll, Scott Hahn, Tommy Klein, Michael Churchill, and Jim Neu.

COMMENTS FROM MAYOR AND COUNCIL

Comments were heard from Councilors Ed Green, Brian Condie, Sean Strode, Clint Hostettler, Theresa Hamilton, and Mayor Barb Clifton.

Adjournment

Meeting adjourned at 8:10 p.m.

Kristy Doll
City Clerk

Theresa Hamilton
Mayor Pro Tem



Agenda Item #6.a.

Agenda Item Name:

Consider Appointment of Tyler Kelly to Greater Rifle Improvement Team (GRIT) Advisory Board

Presenter:

Nathan Lindquist, Planning Director

Item Description:

appointment to GRIT board

Recommended Action:

a motion to appoint Tyler Kelly to the GRIT Advisory Board

Fiscal Impact:

none

Operational Impact:

none

Prior Board Motions:

none

Background Information:

The RREDC has a designated seat on the GRIT advisory board. Tyler Kelly would be the representative.

Executive Summary:

Tyler is the manager of Brenden Theater and was just hired to be the part-time RREDC Executive Director in addition to his day job. He is replacing Katie Mackley who recently resigned from the position.

Notification Requirements:

Prepared By:

Nathan Lindquist, Planning Director

Attachments:

None



Agenda Item #6.b.

Agenda Item Name:

Consider request to use July 3rd, 2020 Canceled Firework Display for Hometown Holidays Event

Presenter:

Western Garfield County Chamber of Commerce

Item Description:

Consider request from Western Garfield County Chamber of Commerce to launch fireworks, from the July 3rd canceled event, at the December 5th Hometown Holidays event.

Recommended Action:

Authorize staff to coordinate with J & M Displays to launch fireworks on December 5th at the Hometown Holidays event at Rifle-Garfield County Airport.

Fiscal Impact:

Funding will have to be secured for the 2021 Independence Day Celebration on Saturday, July 3rd.

Operational Impact:

Prior Board Motions:

Background Information:

City staff had contracted and paid \$15,000 to J & M Displays to shoot fireworks for the July 3rd, 2020 Independence Day Celebration at Centennial Park. The show was canceled due to elevated fire risk concerns. The Chamber is requesting consideration from City Council to shoot the fireworks display at the Hometown Holidays event on Saturday, December 5th, 2020.

Fireworks may be held over for the July 3rd, 2021 event, shot at an alternate date, or staff could request a refund.

Funding for fireworks is provided by the Visitor Improvement Fund. VIF did not budget for fireworks in the 2021 budget, based on the assumption that the canceled show would be carried over to 2021.

The Parks and Recreation Director will coordinate with the Chamber and J & M Displays to carry out Councils direction.

Executive Summary:

Notification Requirements:

Prepared By:

Tom Whitmore, Parks & Recreation Director

Attachments:

None



Agenda Item #6.c.

Agenda Item Name:

Consider Intergovernmental Agreement with Garfield County for Congregate Meal/Nutrition Program

Presenter:

Tami Sours, Senior Center Director

Item Description:

IGA for Congregate Meals/Nutrition Program
City of Rifle Senior Center
Garfield County Department of Human Services
Senior Programs

Recommended Action:

Approval for the Intergovernmental Agreement for Congregate Meal/Nutrition Program with the City of Rifle and Garfield County Department of Human Services Senior Services for the period of September 1, 2020 thru June 30, 2021.

Fiscal Impact:

The reimbursement rate for the new IGA will continue at a rate of \$7.00 per meal for New Castle, Silt and Rifle and a rate of \$8.00 for Parachute not to exceed \$85,000 for the period of September 1, 2020 thru June 30, 2021. Silt and New Castle continue to pay the difference of our reimbursement and the actual cost of the meal.

The average cost per meal for 2020 is \$11.31 for all towns meals are provided for. Last IGA period of July 1, 2019 thru June 30, 2020 we prepared a total of 12,594 meals (6,414 for Rifle; 3,255 for Parachute; 2,211 for Silt; and 714 for New Castle)

Operational Impact:

This IGA obligates the City of Rifle to:

- *Prepare senior meals for the towns of New Castle, Silt, Rifle and Parachute on specified days.
- *Defines the quality and method of meal preparation
- *Defines food nutritional requirements
- *Talks to food handling requirements
- *Defines the reimbursement obligation of Garfield County associated with contracting with Rifle for food preparations services for seniors.

There are no significant changes to the IGA from last year keeping the reimbursement rate of \$7.00 for New Castle, Silt and Rifle and \$8.00 for Parachute with a cap of \$85,000.00.

Prior Board Motions:

N/A

Background Information:

Rifle has participated in the senior meal program since 2008 with Garfield County. The IGA defines the responsibilities of the City of Rifle and Garfield County as it relates to providing congregate meal service to New Castle, Silt, Rifle and Parachute. This IGA runs from September 1, 2020 thru June 30, 2021. Normally our IGA covers July 1st thru June 30th but due to COVID and amended IGA was signed to cover the meals for July 1, 2020 thru August 31, 2020 and this is the continuation for the remaining term.

Executive Summary:

We would like to request approval for the IGA for Congregate Meal/Nutrition Program between the City of Rifle and Garfield County Senior Programs.

Notification Requirements:

N/A

Prepared By:

Tami Sours, Senior Center Director

Attachments:

1. IGA Congregate Meals 2020-2021

INTERGOVERNMENTAL AGREEMENT FOR
CONGREGATE MEAL/NUTRITION PROGRAM
CITY OF RIFLE SENIOR CENTER
GARFIELD COUNTY DEPARTMENT OF HUMAN SERVICES
SENIOR PROGRAMS

THE PARTIES to this intergovernmental agreement ("IGA") are the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO ("BOCC" or "County"), sitting as the BOCC and the Board of Social Services ("BOSS"), and the CITY OF RIFLE, STATE OF COLORADO, a Home Rule municipality ("Rifle" or "City").

WHEREAS, the Parties to this IGA are authorized to provide for joint funding and cooperation in the development of public purpose projects pursuant to Section 29-1-201, et seq., C.R.S., as amended; and

WHEREAS, the BOCC and Rifle recognize the responsibilities and authority of the BOCC and the BOSS, through the Garfield County Department of Human Services ("GCDHS"), under the Human services Code, Section 26-1-101, et seq., C.R.S., as amended; and

WHEREAS, the County and the City support the statewide policies enunciated in the "Colorado Older Americans Act," Section 26-11-101.1 through 26-11-207, C.R.S., as amended; and

WHEREAS, the Parties to this IGA wish to cooperate to provide congregate meals for the senior citizens of the City and of the wider County under the terms and provisions herein.

NOW, THEREFORE, in mutual consideration of the covenants and promises set forth below, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

2. Project. The BOCC, through GCDHS, administers Senior Programs, including a transportation service known as Traveler and congregate meal/nutrition services "Senior Meal Program" (GCDHS Senior Program). The City and the county are each signatories to a multiple party intergovernmental agreement, including other municipal corporations, the Roaring Fork Transit Authority related to the overall funding and management of programs for senior citizens in Garfield County. This IGA deals with the BOCC's and Rifle's continued commitment to the GCDHS Senior Program.

3. City Responsibilities. Rifle shall:

A. Perform the services defined in the "Scope of Services", attached to and incorporated herein as Exhibit A.

B. Maintain the following insurance:

Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§ 8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive Automobile Liability: Including owned, non-owned and hired vehicles: \$150,000 per person and \$600,000 per occurrence, or as specified in the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended, whichever amount is greater; and

Comprehensive General Liability, including broad form property damage: \$150,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as amended, whichever amount is greater, and in addition \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the City shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company (ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. City shall demonstrate contractual liability coverage supporting the indemnity provision of this Agreement, either through policy language or by waiver of exclusion.

The BOCC shall be named as an additional insured on City's Comprehensive General Liability Policy. Additionally, if City's insurer determines that the BOCC has an insurable interest as a result of the contractual relationship created herein, the BOCC shall also be named as an additional insured on the Comprehensive Automobile Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance or copies of policies and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the City, are delivered to the BOCC's Representative, identified

below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

AS A PUBLIC ENTITY, WITHIN THE MEANING OF THE COLORADO GOVERNMENT IMMUNITY ACT, THE CITY MAY MAINTAIN SUCH INSURANCE BY COMMERCIAL POLICY OR SELF INSURANCE AND SHALL PROVIDE PROOF OF INSURANCE UPON THE REQUEST OF THE COUNTY.

4. County Responsibilities. The BOCC shall:

A. Provide funding in a not-to-exceed amount of Eighty-Five Thousand Dollars (\$85,000.00) over the term of this IGA.

B. Provide overall administration and management of the GCDHS Senior Program.

C. GCDHS Senior Program will be responsible for receiving daily participant donations.

D. The BOCC reserves the right to inspect the work of the City under this IGA during operational hours. This right of inspection is to assure that the work is proceeding in a timely, safe and satisfactory manner. Inspection by the BOCC does not relieve the City of responsibility for selecting appropriate means of fulfilling the City's obligations hereunder, as detailed in Exhibit A. The BOCC's right of inspection includes inspection of food storage and preparation areas, transportation equipment, and vehicles, if any, for the purpose of determining the adequacy of cleanliness, sanitation, maintenance and transportation practices.

5. Term. The term of this IGA shall begin on the 1st day of Sept, 2020 and shall terminate on the 30th day of June, 2021, no matter the date of execution. This IGA will terminate on June 30, 2021, unless renewed by an extension amendment; any terms or conditions may be reviewed and renegotiated annually. The Parties expressly agree, however, that the BOCC's obligations under this IGA are subject to the annual appropriation of funds, as detailed in paragraph 9, below.

6. Records, Reports and Information. At such times and in such forms as the BOCC may require, The City of Rifle shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The City of Rifle shall maintain records in accordance with requirements prescribed by the BOCC and shall maintain such records for a period of three (3) years after receipt of final payment under this Agreement.

7. Indemnity/No Waiver of Governmental Immunity Act. The BOCC and the City acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as amended, for or by either party.

8. Termination. Either Party may terminate this IGA upon notice, with such termination being effective thirty (30) calendar days following receipt of notification by the other Party. Upon such termination, Rifle shall be entitled to compensation for services performed prior to the date of termination.

9. Appropriation of Funds. Pursuant to § 29-1-110, C.R.S., as amended, the financial obligations of Garfield County, payable as set forth within this Agreement, are contingent upon funds being appropriated, budgeted, and otherwise made available. The County and the City understand and acknowledge that the County is subject to article X, § 20, of the Colorado Constitution, commonly known as the "TABOR Amendments." This Agreement, therefore, does not create a multi-fiscal year obligation within the meaning of the TABOR Amendments. Further, this Agreement is expressly conditioned upon the County's receipt of funds from the State of Colorado, and/or federal funding sources, as applicable to this Agreement. The County acknowledges that the appropriate percentage or portion of County funds, if any, to be utilized as compensation of this Agreement have been appropriated and budgeted or otherwise made available through December 31, 2019. The 2020 remainder of the \$105,000.00 will be budgeted by Garfield County through June 30, 2020; however the BOCC is not obligated to make any future apportionment or allocation to this Agreement. Any work performed in excess of amounts appropriated shall be solely the risk of the City.

10. Compliance with Laws. The City shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in providing the services detailed in Exhibit A. City acknowledges that applicable federal law includes, without limitation, Titles IV and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Education Amendments of 1972, and 5 U.S.C. Section 1501, et. seq., relating to partisan political activity. City also acknowledges that applicable state law includes, without limitation, the Colorado Employment Practices Act, Section 24-34-401, et. seq., C.R.S., as amended, and the Colorado Labor Peace Act, Section 8-3-101, et. seq., as amended.

11. Amendment, Assignment, Subcontracting. This IGA may be amended, altered or modified by the Parties solely through written agreements signed by both the City and the BOCC. This IGA may not be assigned or subcontracted by either Party without the written agreement of the other Party.

12. Governing Law, Venue, Survival of Remedies. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Should either the City or the BOCC institute legal action regarding this IGA, venue shall be in Garfield County, Colorado and all rights concerning remedies shall survive the termination of this IGA.

13. Severability. Should any provisions of this IGA be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions shall remain in full force and effect.

14. Notices and Contact Persons. Notices to be provided under this IGA shall be given in writing, either by hand delivery or by certified return receipt requested United States mail or receipted delivery service to the following:

BOCC/BOSS:

Sharon Longhurst-Pritt
Director Garfield County
Dept. of Human Services
195 West 14th Street
Rifle, CO 81650
(970) 625-8282

City:

Scott Hahn
City Manager
P.O. Box 1908
Rifle, CO 81650
(970) 625-6266

Contact persons under this IGA are:

BOCC/BOSS:

Judy Martin
Senior Programs Manager
195 W. 14th Street
Rifle, CO 81650
(970) 456-2295

City:

Tami Sours
Rifle Senior Center
P.O. Box 1908
Rifle, CO 81650
(970) 665-6540

15. Facsimiles and Counterparts. This document and all documents required for performance of this IGA may be signed in counterparts. Facsimile signatures may be substituted for original signatures on such document.

16. Authority. Each person signing this IGA represents and warrants that he/she is fully authorized to enter into and execute this IGA and to bind the Party represented.

17. Whole Agreement. This IGA represents the entire agreement between the parties and supersedes all prior negotiations and representations, written or oral, as to the subject matter hereof. The Parties recognize and agree that there are other agreements related to the Garfield County Senior Services Programs imbedded in other documents., Nothing herein shall be deemed to give anyone not a party to this IGA any right of action against either the BOCC or Rifle.

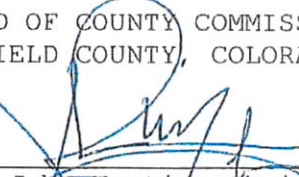
IN WITNESS WHEREOF, the BOCC and Rifle have set their hands and seals, to be effective the 1st day of September, 2020.

ATTEST:

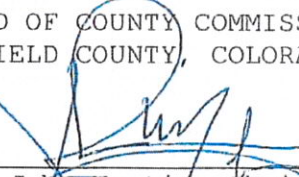


BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO

By


John Martin, Chairman

Date


Sept 29 2020

ATTEST:

CITY OF RIFLE
STATE OF COLORADO

City Clerk

By

Mayor, City Council

Date

EXHIBIT A
SCOPE OF SERVICES
IGA - City of Rifle
Rifle Senior Center 2020 - 2021

Purpose: To prepare appropriate and approved noon-time meals in the kitchen of the Rifle Senior Center for provision of services to sites at the same location, and to provide and prepare food for transport to three other approved congregate or Temporary Grab and Go meal sites in New Castle, Silt and Parachute.

1. Contractor shall provide agreed upon services that include:
 - RIFLE SENIOR CENTER (Senior Delight Meal Program located at 50 Ute Ave in Rifle) on Tuesdays, Thursdays, and Fridays
 - VALLEY SENIOR CENTER (located at 540 North Parachute Avenue in Parachute) on Wednesdays at 12:00 p.m.
 - Silt Town Center (Meet n' Eat Meal Program located at 600 Home Avenue in Silt) on Wednesdays at 12:00 p.m.
 - NEW CASTLE SENIOR HOUSING COMPLEX (The Gathering located at Castle Valley Ranch in New Castle) on Mondays at 12:00 p.m.

Garfield County Department of Human Services Senior Meal Program (GCDHS Senior Meal Program) shall pay for the exact number of meals served on Tuesdays, Thursdays and Fridays at the Rifle Senior Center and for the number of meals ordered for each of the off-site locations.

Monday meal counts shall be submitted to the Rifle Senior Center by the previous Friday at noon, and the count for Wednesday shall be submitted by noon on Tuesday prior to the meal service, and Friday meal counts shall be submitted to the Rifle Senior Center by noon on Thursday prior to the meal service. Bulk temperature-controlled containers shall be utilized for the meal transport. Every effort shall be made to return the food carriers used in transportation to meal sites prior to the next meal preparation day. City of Rifle staff shall transport food in bulk temperature-controlled containers to and from New Castle, Silt and Parachute locations.

GCDHS Senior Meal Program shall be responsible for the serving of food and accounting for the monies received at all sites.

Meal sites shall be closed according to the holiday schedule established by the Garfield County Board of County Commissioners

(Attachment 6). Any change requests from this schedule requires approval from the Board of County Commissioners.

2. Contractor shall provide space, equipment, fixtures, and utilities necessary to perform the work stated above. During operational hours, GCDHS Senior Meal Program reserves the right to inspect the work accomplished by the Contractor under this agreement. Such inspections shall include all food storage and preparation areas; and to assure that the work is proceeding in a timely and satisfactory manner.

3. All menus will be prepared by the GCDHS Senior Meal Program staff and/or the registered dietitian and meal preparation plans shall be available for review and analysis by GCDHS Senior Meal Program staff and/or the registered dietitian.

- Menus shall contain at least one-third of the current recommended dietary allowance (RDA) as analyzed, utilizing the Nutrient standards method or acceptable computer program method.
- Menus shall consider the special needs of the elderly and ensure that each meal contains at least one-third (33 1/3 %) of current RDA as established by the Food and Nutrition Board of the Institute of Medicine and the National Academy of Sciences.
- Each meal shall contain at least 600 calories. Nutritional adequacy shall be documented with computer analysis by the GCDHS Senior Meal Program registered dietitian. Maintenance of optimal nutritional status through menu planning is reflected in menus moderate in fat, salt, simple sugars and high in fiber.
- At a minimum, each meal shall provide:
 - o one serving (2-3 ounces) of meat or meat alternative,
 - o two ½ cup servings of fruit and/or vegetables excluding pasta, rice, and dessert,
 - o eight ounces of milk or buttermilk,
 - o one serving of bread or bread alternative prepared from recipe (whole-wheat if possible),
 - o one teaspoon butter or fortified margarine,
 - o one ½ cup serving of dessert,
 - o coffee or tea (1-2 cups per person), and
 - o Condiments such as vinegar, ketchup, mustard, salt, pepper, etc.
- Menus shall be served as planned unless a substitution is approved in advance of the meal. A complete menu moves from one day to another does not constitute a substitution. When

substitutions are made, the GCDHS Senior Meal Program maintains records on-site of the substitution form which documents the: 1) date of substitution, 2) original menu item/s, 3) substitute item/s and 4) reason for the substitution.

- GCDHS Senior Meal Program shall have the right to inspect the food to determine compliance with regulations and to withhold payment for meals not meeting prescribed requirements. GCDHS Senior Meal Program staff shall be notified of any changes in menus and a menu change form shall accompany any change. A change shall meet the 1/3 RDA for the elderly.
4. Portion control is outlined in Attachment 2.
5. Contractor shall purchase the food required for the meal preparation according to the following specifications:
- Milk and buttermilk shall be fresh pasteurized; 2% or lower.
 - Fresh produce shall be US Grade No. 1 or equivalent.
 - Canned goods shall be no lower than US Grade B or equivalent.
 - Frozen or dried foods shall be no lower than US Grade B;
 - Cheese shall be US Grade A;
 - Spices and condiments shall be fresh and good quality (to include salt, pepper, ketchup, soy sauce, mustard, mayonnaise, creamer, and sugar, etc.), as well as coffee and tea products;
 - Meats, poultry, and fish shall be no lower than US Grade Good; all USDA inspected and no more than 30% fat content by weight;
 - Breads, crackers, and pastry shall be all good quality made with enriched flour and whole wheat, if possible;
 - Rice shall be long grain, enriched or converted;
 - Textured vegetable protein may be mixed with meats in the amount not to exceed 30%;
 - Breeding for meat products shall not exceed 25% of weight;
 - Coffee, tea, decaffeinated beverages shall be provided, however these products do not fill the nutritional meal pattern requirements.
 - All food purchases are through an approved commercial vendor.
 - No foods past their expiration or use-by-date shall be used or served in the GCDHS Senior Meal Program.
 - Home prepared foods, such as canned, frozen or potluck dishes are not used.
 - GCDHS Senior Meal Program chooses to utilize donated locally grown produce or purchase locally grown produce from suppliers and shall ensure all produce is wholesome and of

good quality and has been obtained from growers or suppliers that have a food safety plan in place that includes food safety and handling protocols based on the "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruit and Vegetables".

6. Food safety and handling requirements shall be followed. The Contractor shall adhere to the Colorado Department of Public Health and Environment's most current retail Food establishment policy and regulations. Consumers may take home their uneaten food in take-out containers provided by GCDHS Senior Meal Program which lists the date the meal was used, a use-by date three days from the date of service and the words "refrigerate immediately or consume with 2 hours". Each consumer that chooses to take their leftovers home shall be advised that they are taking the leftovers at their own risk. A reservation system shall be used to prevent overproduction and food waste.

The GCDHS Senior Meal Program requires that all food service supervisory personnel be trained and certified in a food safety and sanitation program i.e. ServSafe Manager with documentation provided annually. Food preparation staff-work under the supervision of a certified foods handler (e.g., ServSafe Manager or another Health Department sponsored food handler's class) who ensures that application of hygienic techniques and practices in food preparation and services. Food Safety in-service training shall be provided for all paid food services personnel every six months.

7. Contractor shall prepare food using low-sodium techniques.

8. Contractor shall prepare food low in fat; saturated fat and cholesterol whenever possible (see the Attachment 3)

9. Contractor shall maintain storage and preparation facilities in a clean, safe condition that complies with all Federal, State, and local laws and regulations governing the storage, handling, and transportation of food. Contractor shall procure and keep current all licenses, permits and food handler cards required by law.

- Hot food shall be transported and served at a temperature of 145 degrees or above.
- Cold food shall be transported and served at a temperature no higher than 40 degrees.
- Daily temperatures of hot and cold food are documented in writing and given to the GCDHS Senior Meal Program after meals are completed.

- GCDHS Senior Meal Program shall be responsible for maintaining applicable health standards and proper temperatures and throughout the serving time.

10. Payments to the contractor may include Nutrition Service Incentive Program (NSIP) funds. To comply with Federal regulations, the contract agrees to the following:

- Maintain all menus, receipts, and inventory reports for a period of three years,
- Use for purchase of foods grown only in the United States.

Contractor will adhere to all program guidelines. The NSIP Fund Authorization and Regulations may be found in:

- Older Americans Act: Section 311
- Volume 10: Sections 10.312; 10.411.6; 10.412.1; and, 10.412.6
- Policy & Procedure Manual: Sections 401.2; 411.1; 411.6; and, 412.6

Contractor agrees to follow how NSIP funds may be used:

- OAA Section 311 (d) (4):
- Domestically produced foods are defined as:
 - Agricultural food grown in States/Territories/Tribes or
 - Food products processed/produced in States/Territories/Tribes

Specifically, contractor agrees that funds may not be used for:

- Program costs
- Administration costs
- Meal production costs, such as labor, transportation, equipment, congregate site operations, home delivery costs or total catered cost of a meal
- Other service costs such as nutrition education or nutrition counseling

11. Donated food received by GCDHS Senior Meal Program and provided to the City of Rifle shall be utilized solely for the purpose of food service operations. The City of Rifle will complete the

locally grown and sourced produce form on each donated food item. (Attachment #8).

12. All equipment utilized for meal preparation, storage, or transport prior to the beginning of this Agreement shall be the property of the Contractor. Repair and maintenance shall be the responsibility of the City of Rifle. Any new equipment needed to carry out the Scope of Work shall be mutually agreed upon between the Contractor and GCDHS Senior Meal Program staff. If it is determined that GCDHS Senior Meal Program shall purchase the new equipment, the Contractor has the responsibility of repair, maintenance, and insurance.

13. GCDHS Senior Meal Program will supply the Rifle, Parachute, New Castle and Silt Meal sites with any necessary paper products including take out containers for Temporary Grab and Go meals.

14. Compensation for meals shall be paid on a unit cost basis. Meal fees shall be divided between food costs, labor and other (repair/maintenance/supplies/cleaning/ utilities). There shall be no difference between the unit cost of a federally funded, state, or local funded meal. The unit cost reimbursement for this Agreement is \$7.00 per meal for New Castle, Silt and Rifle; \$8.00 for Parachute. Contractor shall make available all documentation underlying the monthly invoice upon request including but not limited to time sheets, expense report and vendor invoices.

The NSIP Eligible cost and NSIP Raw food portion of the unit cost reimbursement must be clearly identified on the monthly invoices for payment.

Monthly invoices for payment shall be received in the Garfield County Department of Human Services Accounting Division, 195 W. 14th Street, Building B, Rifle CO 81650 by the fifteenth (15th) of each month.

15. GCDHS Senior Meal Program shall inform program participants of and be responsible for implementing regulations and procedures such as:

- Participant Eligibility - Individuals sixty (60) years of age or older and their self-declared spouse, a volunteer under 60, and Persons with disabilities under special conditions as outlined in State Unit on Aging Policy and Procedures 411.1.
- Participant Contributions - Individuals receiving meals are provided an opportunity to contribute to the cost of the meal. No participant shall be denied a meal for not contributing.

- Guests - Guests under 60 may consume a meal only when it shall not deprive an eligible individual of an opportunity to receive a meal. Guests shall be asked to pay the posted guest fee. (Reference cite: Volume 10, Section 10.470(B)).

16. Both parties of the GCDHS Senior Meal Program shall adhere to the Volume (10) Services for the Aging State Rules and Regulations (12 CCR 2510-1), and Section IV of the Colorado Department of Human Services Division of State Unit on Aging Policy and Procedure Manual.

17. The contact person for contract administration is Mary Baydarian, Director of the Garfield County Department of Human Services. **The term of this contract is September 1, 2020 through June 30, 2021; not-to-exceed amount is \$85, 000.00.**

Attachments:

1. Operating Site Menu Rules and Regulations
2. Portion Sizes for Food Served
3. Food Safety Procedures
4. Registered Dietitian Role
5. Menu Substitution Form
6. GCDHS Senior Meal Program Holiday Closures
7. Rifle NSIP invoice (the electronic version of the required invoiced template will be emailed to the Food Services Director. Please contact the Senior Programs Manager to have cells unlocked or changed in the invoice template.)
8. Locally Grown and Sourced Produce Form
9. Budget Justification Form
10. Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Operating Site Menu Rules and Regulations for
GCDHS Senior Meal Program

Helpful Tips for Food Pro Recipe Reading

Look for ALL Components & methods of direction:
Components:

- Title
- Yield
- Ingredients

Directions/ Method/ Instructions:

- Cooking Methods
- Nutrition Analysis
- Serving Size

Rules for reading a recipe:

- #1 READ THE ENTIRE RECIPE AHEAD OF TIME FOR A GLOBAL VIEW
- #2 READ THE RECIPE FOR DETAIL-INGREDIENTS AND TIMING - PUT YOUR ORDER IN AHEAD OF TIME
- #3 MAKE NOTES ON THR RECIPES - SUBSTITUTIONS, SCALING ADJUSTMENTS
- #4 DEVELOP A PLAN - WHAT COMES FIRST, WHO DOES WHAT?

On Food Pro Recipe serving sizes maybe inconsistent. How do you convert a recipe?

Rules for Converting a Recipe:

A COUPLE HINTS FOR YOU... Recipe conversion Tips:

Just say "NO", New Yield/Old Yield = CF (Conversion Factor)

Example:

#1 10 Gal (New Yield) / 3-Gal Old Yield = 3.33 CF

#2 4 lbs. (new)/ 9 lbs. (old) = 0. 44 CF

3 50 servings (new)/ 400 servings (old) = 0.13 CF

Old Recipe	New Recipe
#1 ½ lb. of butter (0.5 X 3.5)	#1 1 ¾ lbs. of butter
#2 2 cups of salsa (2 X 0.5)	#2 1 cup of salsa
#3 88 lbs. Of broccoli(88 * 0.15)	#3 13 lbs. of Broccoli

- Always round up...for ex 3.33=3.5 or 0.44= 0.50
- When cooking, do not multiply ingredients like spices or fats and oils by the RCF (recipe conversion factor) for sautéing because you do not want to add too much.

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On Food Pro recipes serving sizes are in grams.
How do I convert grams to ounces to figure out serving size or scoop size?

Serving Sizes: Please pay close attention to this for Quantity control-

Converting Serving Sizes:

Grams $\Rightarrow$ Ounces

1 gram = 0.035274 ounces, so, ounces = g * 0.035274

For Example -

240 grams * 0.035274 = 8 ounces

Quantity Control:

Scoop Size	Measure	Ounces
6	2/3 cup	5
8	1/2 cup	4
10	3/8 cup	3 3/4
12	1/3 cup	2 3/4
16	1/4 cup	2
20	3 1/5 T	1 1/2
24	2 2/3 T	1 1/3

***Shortcut to determine the number of ounces in a scoop, divide the scoop number into 32.

For Example:

Scoop # 12 - $32/12=2.67$ ounces

Portion Sizes for Foods Used in GCDHS Senior Meal Program

Vegetable Portions:

- Non- Starchy Cooked Vegetables - 2/3 Cup, #6 scoop
- Mixed Vegetable (use a variety, at least 3 different colors-may be fresh, frozen, or canned depending on availability) 2/3 Cup #6 scoop or as indicated in menu analysis report.
- Starchy Cooked Vegetables - ½ cup, #8 scoop
- Mashed Potatoes - 1/3 level cup, #12 scoop
- Baked Sweet/Reg Potato w/skin - 1/2 medium
- Brussel Sprouts - 4 medium
- Tossed Side Salad, 1 cup loosely packed
- Slaws, 1/3 cup, #12 scoop
- Main entrée Salad - 1 ½ cup loosely packed

Grain Portions:

- Noodles, Rice, Spaghetti (analysis will indicate grain status) etc. - 1/3 cup, #12 scoop
- 1 muffin per serving
- 1 roll per serving (2 grams or greater dietary fiber, 1st ingredient whole wheat)
- 1 slice of bread per serving or as reported in analysis (2 grams or greater dietary fiber, 1st ingredient whole wheat)

Soups:

- Bowl - 1 cup,
- Cup of soup - ½ cup #8
- Gravies and Sauces - ¼ cup #16

Meat/Fish/Poultry:

- All meat 3 oz. servings unless, stated otherwise in analysis
- Chicken parts - 1 leg/1 wing, 1 medium breast, 1 large thigh
- Meatballs, 1 oz. each, 3 each

Casseroles:

- Pot Pies - 1 cup
- Enchiladas - 2 small
- Stroganoff, Tuna and Noodles etc., - 1 cup
- Lasagna - 1 cup

Fruit:

- Fresh Mixed Fruit (use a variety, at least 3 different colors-may be fresh, frozen, or canned depending on availability) ½ cup, #8 scoop
- Whole Fruit (i.e. Oranges, apples, pears-medium size)

***If using canned for cost purposes please add fresh to canned to increase quality and appearance.

Dessert:

- Cookies- (1) 2 1/2 inch in diameter
- Cakes or brownies 1 2" X 2" square (approximately)
- Pie- slice per 9 or inch pie round
- Ice cream/Sherbet 1/2 cup
- Pudding 1/2 cup

Condiments:

- Low-fat Sour Cream 1 T
- Unsalted Butter-Pat 1 "square by 1/3 "
- Low-Sodium, Low Fat Homemade Dressings 1

*** Other details stated in individual analysis reports

Guidelines for low-fat meal preparation:

- Bake, broil, or steam foods rather than frying and/or as indicated in the given analysis report provided month-to-month.
- Remove visible fat from meat and poultry before cooking.
- Remove all skin from meat.
- Skim the fat of the gravies and soup after they have been refrigerated.
- Please prepare homemade dressing as indicated in the given analysis report provided month-to-month.
- Purchase leaner cuts of meat, thus cheaper cuts for cost reduction and fat reduction when preparing food items such as stews, stroganoffs, roasts, etc.
- Use low-fat dairy products such as skim milk or 1% and lower fat cheese when preparing meals and/or as indicated in the given analysis report provided month-to-month.
- Limit the use of tropical oils such as palm and coconut oils in food preparation.
- Only use oil as and/or as indicated in the given analysis report provided month-to-month.

Guidelines for NAS (no-added-salt) meal preparation:

- Limit the use of highly processed foods, which may include commercially prepared frozen entrees, and condiments that are high in sodium.
- Make gravies and soups using low sodium soup base (always indicate the type of base using to meal attendees).
- Do not add extra salt in cooking, unless already indicated in recipe from given analysis report.

- Always use lower sodium cheeses, cottage cheese, deli meat, ham, and cured beef in meal preparation.
- Substitute herbs, spices, and lemon to enhance flavors rather than salt.
- Do not provide dressings other than homemade indicated dressings in given analysis report (may request low sodium, low fat homemade recipes from Dietitian for more variety).
- Do not add high sodium condiments such as pickles, relish, cheese, sauerkraut, and ketchup unless already indicated in analysis.

Food Safety Procedures

Hot holding: Hold hot food at 135 degrees F or higher. This will prevent pathogens such as *Bacillus cereus* from growing in unsafe levels.

Cold holding: Hold cold food at 41 degrees F or lower. This will prevent pathogens such as *Staphylococcus aureus* from growing to unsafe levels.

Reheating: Always reheat food 165 degrees F.

Methods of Thawing:

Refrigeration - keep its temperature at 41 degrees F or lower

Running water - Submerge under running water at 70 degrees or lower. ALWAYS USE A CLEAN AND SANITIZED FOOD PREP SINK.

Microwave - must be cooked immediately after thawing

Cooking - Thaw food as part of the cooking process

Cooling:

Stainless steel and shallow pans will transfer heat away from the food faster than plastic and deeper pans.

NEVER COOL LARGE AMOUNTS OF FOOD IN A COOLER. Most coolers are not designed to cool large amounts of hot food quickly. It will raise the temperature of the cooler to an unsafe temperature zone.

First, cool food from 135 degrees F to 70 degrees F within two hours.

Then, cool it from 70 degrees F to 41 degrees F or lower in the next four hours.

Total cooling time CANNOT BE LONGER THAN SIX HOURS!

* If food has not reached 70 degrees within two hours reheat and cool again.

Preferred methods of cooling:

- Ice bath
- Blast chiller
- Ice Paddle

- **Clean** – Wash hands and surfaces often.
- **Separate** – Separate raw meat from other foods.
- **Cook** – Cook to the right temperature.
- **Chill** – Refrigerate food promptly.

Cook all food to these minimum internal temperatures as measured with an instant read food thermometer before removing food from the heat source. For reasons of personal preference, consumers may choose to cook food to higher temperatures.

Product	Minimum Internal Temperature & Rest Time
Beef, Pork, Veal & Lamb Steaks, chops, roasts	145 °F (62.8 °C) and allow to rest for at least 3 minutes
Ground meats	160 °F (71.1 °C)
Ham, fresh or smoked (uncooked)	145 °F (62.8 °C) and allow to rest for at least 3 minutes
Fully Cooked Ham (to reheat)	Reheat cooked hams packaged in USDA-inspected plants to 140 °F (60 °C) and all others to 165 °F (73.9 °C)

Product	Minimum Internal Temperature
All Poultry (breasts, whole bird, legs, thighs, and wings, ground poultry, and stuffing)	165 °F (73.9 °C)
Eggs	160 °F (71.1 °C)
Fish & Shellfish	145 °F (62.8 °C)
Leftovers	165 °F (73.9 °C)
Casseroles	165 °F (73.9 °C)

What does the Registered Dietitian do for the
GCDHS Senior Meal Program?

Uses Food Pro, shared by the state to plan menus that meet regulations for:

- B12
- B6
- Dietary Fiber
- Calcium
- Vitamin C
- Sodium
- Conducts periodic site visits to ensure menus are following protocol and menus are meeting the wants and needs of meal site attendees within state regulations. Our policy is to always aim for the 'middle of the road' to try to please all attendees from Parachute to Carbondale.
- Nutrition monitoring and consults for high risk seniors.
- Nutrition education and presentations related to newsletter topic and/or monthly themes quarterly.

Why are certain nutrients highlighted on the Nutrition Analysis for each Menu?

For each menu, the nutrients that are regulated are highlighted.

***DRI values for one meal for the nutrients are listed below:

Vitamin C > 30 mg	Calcium >400mg
Fiber >9.5 g	Vitamin B6>0.56 mg
Sodium < 1200	Vitamin B12 >0.8ug

Why are these 6 nutrients analyzed?

Special nutrient needs for Older Adults

B12 Many older people do not get enough vitamin B12. As we age stomach acid production slows which reduces your ability to absorb B12. Fortified cereal, lean meat and some fish/seafood are great sources of vitamin B12. Ask your doctor or a registered dietitian/nutritionist if you need a vitamin B12 supplement.

Fiber	As we age, seniors experience slowed intestinal motility because the intestines lose muscular strength. In other words, it is harder to get things through. Fiber requirements increase at 65. Fiber also can help lower your risk for heart disease, control your weight and prevent Type 2 diabetes. Rich fiber
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	sources include fruits, vegetables, whole grains, and nuts/seeds.
Sodium	Decreasing your intake of sodium might decrease your risk of high blood pressure. Choose prepare foods with no added salt. Try Mrs. Dash®, herbs, and spices as salt substitutes.
Calcium	Older adults need more calcium and to help maintain bone health. Having your servings of vitamin D-fortified low-fat or fat-free milk or yogurt each day can help promote good health and longevity. Other calcium-rich foods include fortified cereals and fruit juices, dark green leafy vegetables, and canned fish with soft bones. If you take a calcium supplement or multivitamin, choose one that contains vitamin D.
B6	This vitamin participates in more than 100 essential reactions in your body. It plays role in immune function and hormone activity and contributes to regulation of blood sugar. Significant sources include spinach, potatoes, animal protein, bananas.
Vitamin C	This vitamin plays an important role in the maintenance of collagen in our body which is responsible for forming all the connective tissue in our bones, teeth, skin, and tendons. It is also an antioxidant which protects from cancer and supports your immune system. Sources include fruits and vegetables.

MENU SUBSTITUTION FORM

All menus are served as planned unless the Registered Dietitian approves an appropriate substitution in advance of the meal. A completed menu from one day to another day does not constitute a substitution. When a substitution is needed, please call Stephanie Nick, R.D. at (970) 625-5200, extension 2036 or via email at snick@garfield-county.com and please let her know what item you are requesting to substitute, on what menu and the substitution menu item. If approved, please fill out this form and submit to Judy Martin, Senior Programs Manager, 195 West 14th Street, Rifle, CO 81650 or via email jumartin@garfield-county.com or via fax at (970) 928-0465 for our records to be submitted to the State Unit on Aging (SUA) and the Northwest Colorado Area Agency on Aging (AAA).

1. Date of Substitution: _____

2. Original menu item: _____

3. Substitution menu item: _____

4. Reason for Substitution: _____

Completed by: _____

**All menus must meet the nutritional analysis required by our
AAA and SUA Funding.**

Updated June 2019

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GCDHS Senior Meal Program
September 1, 2020 to June 30, 2021
Holiday Closures

Monday, September 7th - Labor Day
Wednesday, November 11th - Veteran's Day
Thursday, November 26th - Thanksgiving Day
Friday, November 27th - Post Thanksgiving Day
Thursday, December 24th - Christmas Eve Day
Friday, December 25th - Christmas Day
Friday, January 1st - New Year's Day
Monday, February 15th - President's Day
Monday, May 31st - Memorial Day

Rifle NSIP invoice example

Garfield County DHS
Senior Nutrition Program

City of Rifle EXAMPLE TEMPLATE

Month

Jul-18

Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal	NSIP Eligible Cost	NSIP Raw Food	Remaining Cost
Tues/Thurs/Fri								
7/1/2018	Rifle	38	\$ 6.25	\$ 237.50	\$ 2.46	\$ 0.52	\$ 19.78	\$ 217.74
7/2/2018	Rifle	45	\$ 6.25	\$ 281.25	\$ 2.30	\$ 0.48	\$ 21.60	\$ 259.65
7/3/2018	Rifle	41	\$ 6.25	\$ 256.25	\$ 2.62	\$ 0.55	\$ 22.35	\$ 233.90
7/4/2018	Rifle	40	\$ 6.25	\$ 250.00	\$ 3.04	\$ 0.64	\$ 25.60	\$ 224.40
7/5/2018	Rifle	63	\$ 6.25	\$ 393.75	\$ 3.56	\$ 0.75	\$ 47.25	\$ 346.50
7/6/2018	Rifle	49	\$ 6.25	\$ 306.25	\$ 1.83	\$ 0.38	\$ 18.62	\$ 287.63
7/7/2018	Rifle	61	\$ 6.25	\$ 381.25	\$ 3.94	\$ 0.83	\$ 50.53	\$ 330.72
7/8/2018	Rifle	47	\$ 6.25	\$ 293.75	\$ 2.91	\$ 0.61	\$ 28.67	\$ 265.08
7/9/2018	Rifle	68	\$ 6.25	\$ 425.00	\$ 4.02	\$ 0.84	\$ 55.44	\$ 369.56
7/10/2018	Rifle	37	\$ 6.25	\$ 231.25	\$ 2.92	\$ 0.61	\$ 22.57	\$ 208.68
7/11/2018	Rifle	44	\$ 6.25	\$ 275.00	\$ 3.64	\$ 0.76	\$ 33.44	\$ 241.56
7/12/2018	Rifle	37	\$ 6.25	\$ 231.25	\$ 2.91	\$ 0.61	\$ 22.37	\$ 208.88
7/13/2018	Rifle	32	\$ 6.25	\$ 200.00	\$ 3.96	\$ 0.83	\$ 26.56	\$ 173.44
7/14/2018	Rifle	30	\$ 6.25	\$ 187.50	\$ 4.76	\$ 1.00	\$ 30.00	\$ 157.50
Totals		830	\$ 6.25	\$ 5,187.50			\$ 425.26	\$ 4,762.24

Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal	NSIP Eligible Cost	NSIP Raw Food	Remaining Cost
Wed								
7/15/2018	Parachute	73	\$ 7.50	\$ 547.50	\$ 1.83	\$ 0.38	\$ 27.74	\$ 519.76
7/16/2018	Parachute	87	\$ 7.50	\$ 652.50	\$ 3.98	\$ 0.84	\$ 56.28	\$ 596.22
7/17/2018	Parachute	64	\$ 7.50	\$ 480.00	\$ 2.28	\$ 0.40	\$ 30.72	\$ 449.28
7/18/2018	Parachute	61	\$ 7.50	\$ 457.50	\$ 2.66	\$ 0.56	\$ 34.16	\$ 423.34
7/19/2018	Parachute	58	\$ 7.50	\$ 435.00	\$ 2.62	\$ 0.55	\$ 30.80	\$ 394.20
Totals		343	\$ 7.50	\$ 2,562.50			\$ 170.70	\$ 2,391.80

Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal	NSIP Eligible Cost	NSIP Raw Food	Remaining Cost
Wed								
7/20/2018	Slit	60	\$ 6.25	\$ 375.00	\$ 1.83	\$ 0.58	\$ 22.80	\$ 352.20
7/21/2018	Slit	54	\$ 6.25	\$ 337.50	\$ 3.99	\$ 0.84	\$ 45.36	\$ 292.14
7/22/2018	Slit	52	\$ 6.25	\$ 325.00	\$ 2.28	\$ 0.48	\$ 24.96	\$ 300.04
7/23/2018	Slit	49	\$ 6.25	\$ 306.25	\$ 2.66	\$ 0.56	\$ 24.06	\$ 282.19
7/24/2018	Slit	46	\$ 6.25	\$ 287.50	\$ 2.62	\$ 0.55	\$ 25.30	\$ 262.20
Totals		255	\$ 6.25	\$ 1,593.75			\$ 142.50	\$ 1,451.25

Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal	NSIP Eligible Cost	NSIP Raw Food	Remaining Cost
Mon								
7/25/2018	New Castle	16	\$ 6.25	\$ 100.00	\$ 3.20	\$ 0.69	\$ 11.04	\$ 88.96
7/26/2018	New Castle	14	\$ 6.25	\$ 87.50	\$ 4.00	\$ 0.84	\$ 11.76	\$ 75.74
7/27/2018	New Castle	14	\$ 6.25	\$ 87.50	\$ 1.35	\$ 0.28	\$ 3.92	\$ 83.58
7/28/2018	New Castle	0	\$ 6.25	\$ -	\$ -	\$ -	\$ -	\$ -
7/29/2018	New Castle	0	\$ 6.25	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		44	\$ 6.25	\$ 275.00			\$ 26.72	\$ 248.28

Total Number of Meals 1250 \$ 8,245.85

Total Amount NSIP Raw Food \$ 774.18

Total Amount Remaining \$ 7,471.67

Total Amount Due \$ 8,245.85

Certification: I hereby certify that the above costs are true and valid
costs incurred in accordance with the contract agreement.Electronic Signature of Authorized Official:
Title of Authorized Official:

Date:

LOCALLY GROWN AND SOURCED PRODUCE

All **donated** locally grown produce shall not have undergone any processing prior to donation.

When utilizing donated produce, Rifle Senior Center shall document the following:

1. Item being donated _____
2. Date of donation _____
3. Amount of donation (# of pounds) _____
4. Agency, supplier, or grower making the donation and contact information: _____

Name _____
Address _____
City _____
Phone _____

5. Menu item donated produce was used in _____
6. Date donation was served to clients _____

Form Completed by _____ Date: _____
Please complete this form for each donation or garden produce and provide it to:

Judy Martin
GCDHS Senior Meal Program
194 West 14th Street, Building B
Rifle, CO 81650
or via email at jumartin@garfield-county.com

Budget Justification Form

BUDGET WITH JUSTIFICATION FORM

A. Contract Information					
Agency/Contractor Name	City of Rifle		Budget Period	September 1, 2020 - June 30, 2021	

Expenditure Categories					
B. Personnel Services (Salary) and Fringe Benefits					
Position Title/Employee Name	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from GCDHS
					\$0
					\$0
					\$0
					\$0
Total Personnel Services (Salary) and Fringe Benefits					\$0
C. Professional Services/Fee for Service					
Item	Description of Item	Total Amount Requested from GCDHS			
City of Rifle, Rifle Senior Center, 50 Ute Avenue, Rifle, CO 81650. Meal preparation for Senior Programs	Preparation appropriate and dietitian approved meals in the kitchen of the Rifle Senior Center for Garfield County Senior Programs for meals served in Rifle (3 days a week - Tuesday, Thursday and Friday), Parachute (1 day a week Wednesday), New Castle (1 day a week Monday) and Silt (1 day a week Wednesday) Compensation to be paid on a unit cost of \$7.00 for New Castle, Silt and Rifle and \$8.00 per meal for Parachute.	\$85,000			
	Estimate number of meals and costs New Castle - 720 meals at \$7.00 = \$5,040.00	\$0			
	Silt - 1,650 meals at \$7.00 = \$11,550.00	\$0			
	Parachute - 2,900 meals at \$8.00 = \$23,200 and Rifle - 6, 450 meals at \$45,150 plus \$60.00 for overage	\$0			
Total Professional Services/Fee for Service					\$85,000
D. Travel					
Item	Description of Item	Total Amount Requested from GCDHS			
		\$0			
		\$0			
		\$0			
Total Travel					\$0
E. Supplies & Operating Expenses					
Item	Description of Item	Total Amount Requested from GCDHS			
		\$0			
		\$0			
		\$0			
		\$0			
		\$0			
		\$0			
		\$0			
		\$0			
		\$0			
Total Supplies & Operating Expenses					\$0
TOTAL					\$85,000

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a

copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.



Agenda Item #6.d.

Agenda Item Name:

Consider approval of Professional Services Agreement with JVA, Inc. for the Utility Maintenance, Capital, and Rate Study

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

The purpose of the study is to provide **capital improvement** and **maintenance planning** for wastewater and water. Using that plan the current and proposed **rate structures** will be evaluated. The rate structures must support a maintenance strategy that improves city infrastructure while remaining sustainable and fair for consumers.

Recommended Action:

Please award JVA the professional services for the Utility Maintenance, Capital, and Rate Study in the amount of \$99,700.00.

Fiscal Impact:

Other than the cost of the study there are not expected to be immediate fiscal impacts. The most important fiscal impacts will be the long term maintenance, improvements, rates and reserve recommendations that come from the study. All of these recommendations will be focused on improving city infrastructure while remaining sustainable and fair for consumers.

Operational Impact:

The maintenance and capital improvement plan will be a working document for utility operations as well as planning of development.

Prior Board Motions:

Background Information:

The study was sent as an RFQ and posted publicly. Proposals were received from two firms. Both firms were interviewed and graded as outline on the RFP. The grading of the firms is attached. The grading also matches the consensus of the evaluation committee which confirms that the grading system is valid.

JVA was strong in all portions of the study and has successfully performed these studies for many municipalities including municipalities that prior to the study JVA had no institutional knowledge. JVA has a very unique utility rating structure that will benefit utility planning for years to come. JVA also plans on a full

investigation of our systems to ensure an accurate plan. Rafetelis has joined JVA as a financial advisor and will be making recommendations on rates, reserves, debt payoff, and long term planning. Rafetelis is a municipal advisor that has performed this work for municipalities as large as Philadelphia but also for many Colorado communities similar in size to Rifle. JVA's proposal is attached and outlines how they plan on being successful in the study and what they plan to offer.

After reviewing the proposals and interviewing the applicants, the selection committee has chosen JVA to perform the Utility Maintenance, Capital, and Rate Study.

Executive Summary:

Notification Requirements:

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Evaluation of JVA Proposal
2. Evaluation of SGM Proposal
3. JVA_Raftelis_Proposal Rifle Utility Rate Study and Capital Improvement Plan
4. PURCHASE REQUEST-Master Plan and Rate Study_JVA 10-13-20_bgp

Evaluation of JVA Proposal

	Reviewer 1 Rating 1-10	Reviewer 2 Rating 1-10	Reviewer 3 Rating 1-10	Sum of Reviewers	Weighted Sum	Comments
<u>Technical Expertise of the Firm;</u> accounts for 20% of total score	8	8	8	24	24	While JVA has is less of a known quantity with Rifle, the project team is deep in experience.
						Raftelis good for financial aspect
						JVA has successfully performed these plans and studies in municipalities where they had no institutional knowledge before
<u>Previous Experience on Project Similar in Scope</u> (Should include a list of similar projects along with contact information, Projects shall include experience in both rate studies and utility master planning); accounts for 30% of total score	9	8	9	26	39	JVA/Raftelis has extensive experience with this type of project. Their knowledge of Master Planning is comprehensive. Raftelis is certainly one the foremost firms in the country for Utility financial consulting.
						Rafetelis has good experience with rates, JVA has good experience with CIPs
						JVA and Raftellis show experience in both aspects of the project
<u>Completeness and Accuracy of Proposal;</u> accounts for 15% of total score	8	8	9	25	18.75	Thorough, with a solid emphasis on the financial component; thoughtful and well-conceived and presented.
						shedule rate table easy to read
						addressed all components of the RFP

<u>Project Approach and Understanding</u> (Should address key project issues the consultant envisions focusing on a rate structure that is sustainable for both consumers and infrastructure maintenance and replacement); accounts for 20% of total score	8	7	9	24	24	While their written proposal was solid, I was very comfortable with their understanding following the phone interview. Their approach seemed logical.
						didn't understand Beaver Creek Plant
						JVA plans on interviewing all employees to find what the system needs which I think will uncover lots of knowledge and also create ownership of the final plan
<u>Proposal Cost</u> (shall include Fee Proposal in the form of detailed spreadsheet with a breakdown of staff names, hours, hourly rate, and fee for each proposed task, subtask, and sub-consultants.); accounts for 15% of total score	8	7	9	24	18	JVA/Raftelis provided a format which was easily understood and readable. I feel they provide excellent "bang for the buck"
						Very Easy to Read
						Competitive cost that includes some very impressive consultants.
Final Weighted Score				83%		

Evaluation of SGM Proposal

	Reviewer 1 Rating 1- 10	Reviewer 2 Rating 1- 10	Reviewer 3 Rating 1- 10	Sum of Reviewers	Weighted Sum	Comments
<u>Technical Expertise of the Firm;</u> accounts for 20% of total score	7	7	7	21	21	SGM has extensive expertise on the engineering service, but is mediocre at best, financially speaking
						Seem lean on rate aspect
						SGM stated that it would be up to COR to determine much of the financial components
<u>Previous Experience on Project Similar in Scope</u> (Should include a list of similar projects along with contact information, Projects shall include experience in both rate studies and utility master planning); accounts for 30% of total score	6.5	7	8	21.5	32.25	SGM has done a commendable job master planning with many western slope communities, but since they are not a financial consultant, it is limited to the engineered factors. They have proposed rates, but lack the financial knowledge for projection.
						not much about rate studies
						Utility Master planning experience is good as seen in our existing plan but the financial side is weak
<u>Completeness and Accuracy of Proposal;</u> accounts for 15% of total score	7	7	9	23	17.25	Well-conceived and presented; their institutional knowledge and history with Rifle shows.
						would have liked a schedule, the fee/task table was cumbersome
						Addressed everything but did not include an example of their agreement as requested

<u>Project Approach and Understanding</u> (Should address key project issues the consultant envisions focusing on a rate structure that is sustainable for both consumers and infrastructure maintenance and replacement); accounts for 20% of total score	7	8	8	23	23	While engineered elements were addressed very well, the rate structure formulation was less clear.
						Good understanding of current systems
						Do not provide a rating structure and stated that the plan would take annual consultation.
<u>Proposal Cost</u> (shall include Fee Proposal in the form of detailed spreadsheet with a breakdown of staff names, hours, hourly rate, and fee for each proposed task, subtask, and sub-consultants.); accounts for 15% of total score	8	7	7	22	16.5	Very solid proposal with detailed staff hour/rate commitment. In light of further financial massaging, the proposal feels incomplete.
						schedule would have been nice
						The cost is similar to JVA but does not include the financial consultation
			Final Weighted Score		73%	



Rifle, Colorado Utility Maintenance, Capital, and Rate Study

September 25, 2020

Prepared for:





JVA, Incorporated
817 Colorado Avenue
Suite 301
Glenwood Springs,
CO 81601
970.404.3100
info@jvajva.com

www.jvajva.com

September 25, 2020

Mr. Craig Spaulding, Civil Engineer
cspaulding@rifleco.org
City of Rifle
202 Railroad Avenue
Rifle, CO 81650

RE: City of Rifle Utility Maintenance, Capital, and Rate Study Request for Proposal

Dear Mr. Spaulding and Selection Committee Members:

JVA, Incorporated (JVA) and Raftelis Financial Consultants, Inc. (Raftelis) are pleased to submit our proposal for the Utility Maintenance, Capital, and Rate Study (Study) to the City of Rifle (City). JVA will serve as the prime consultant with Raftelis as a subconsultant leading the Rate Study scope of work with the City. We have attached our proposal outlining our qualifications, experience, and highlighting our past projects that show the JVA/Raftelis Team will provide the BEST VALUE for this project. The proposed JVA and Raftelis staff presented in our proposal are available and excited to deliver a successful Study on schedule and within budget. Attached is a complete proposal, consistent with the Request for Proposal and subsequent addenda, highlighting our approach to deliver a Study with the following goal:

To provide capital improvement and maintenance planning for wastewater and water and recommend a rate structure that supports a maintenance strategy that improves City infrastructure while remaining sustainable and fair for consumers.

The JVA/Raftelis team is uniquely qualified for this project as we have completed numerous utility maintenance and capital master plans in conjunction with detailed rate studies. JVA has successfully delivered high quality updates to existing master plans with a focus on water demand, quality, and treatment and wastewater treatment loading and compliance. JVA has extensive experience with asset management including water main replacement and sanitary sewer rehabilitation and maintenance plans. Raftelis has a long history of developing rate studies that provide financially feasible rate and tap fee alternatives for water and wastewater. Raftelis recommendations will be consistent with the City's stated goals to generate sufficient revenues to fund current and future annual operating, debt service obligations, repair and replacement, regulatory and expansionary capital costs, established and recommended debt, and reserve policies.

Our designated Project Manager, Andrew Sparn, whose mother grew up in Rifle, is committed to successfully delivering this project for the City. Andrew has delivered several master infrastructure plans in conjunction with Raftelis rate studies. Andrew is a hardworking, hands on project manager. He has expertise in all facets of water and wastewater infrastructure with a specialty in water and sanitary sewer replacement projects. He has a proven track record of delivering his projects on schedule and within budget.

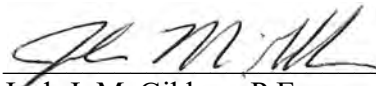
As the quality control and quality assurance reviewer and Engineer of Record (EOR), I am committed to dedicating the team with the appropriate skills to exceed your expectations. I will

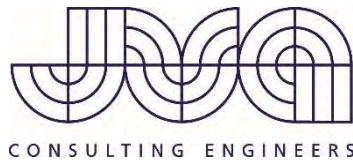


ensure the team is available and constant throughout the duration of the project. My goal is to not only deliver on our promises but to foster a relationship that will go well beyond the planning effort. I will also support Andrew and the team's commitment to schedule and cost.

We hope this proposal fully conveys our interest, ability, and conviction to assist the City with all utility maintenance, capital, and rate study needs. Please reach out with any comments or questions to (303) 763-0251 or jmcgibbon@jvajva.com. Thank you for your time and consideration and we look forward to discussing this opportunity further in an interview.

Sincerely,
JVA, INCORPORATED

By: 
Josh J. McGibbon, P.E.
Vice President



JVA, Inc. and Raftelis Financial Consultants, Inc. are pleased to present this proposal to the City of Rifle for the Utility Maintenance, Capital, and Rate Study. The following narrative is based on the Request for Proposal (RFP), Addendum #1 issued September 4, 2020, and Addendum #2 issued September 21, 2020. The JVA/RFC team has thoughtfully prepared the following response to best address project goals.

Introduction



JVA is a Colorado consulting engineering firm headquartered in Boulder, with Front Range offices in Fort Collins and Denver, and mountain offices in Winter Park and Glenwood

Springs. JVA is currently celebrating our 64th anniversary of engineering excellence, serving municipalities, special districts, and owners throughout Colorado and the Rocky Mountain region. Our offices are fully integrated, collaborating on projects seamlessly. Our current staff size consists of over 120 engineers, designers, and administrative staff.

We are committed to excellence in our service to municipal clients. As engineers we are dedicated to superior design, and understand the need to communicate, work as a team, and complete projects on time. JVA provides its clients with creative thinking, design sensitivity, and cost-effective engineering. We believe that true, value-added

Contact:

Josh McGibbon, PE, Vice President
JVA, Incorporated
817 Colorado Avenue, Suite 301
Glenwood Springs, CO 81601
Tel: 303.763.0251
Email: jmcgibbon@jvajva.com
Web: www.jvajva.com

service to our clients requires much more than just quality engineering. Maximizing your resources, meeting your deadlines, understanding your priorities, and being sensitive to your needs are our goals.



In 1993, Raftelis Financial Consultants, Inc. (RFC, Raftelis) was founded to provide services that help utilities function as

sustainable organizations while providing the public with clean water at an affordable price. With this goal in mind, RFC has grown to become the largest and one of the most respected utility financial and management consulting practices in the nation. RFC has experience providing these services to hundreds of utilities across the country and abroad, allowing us to provide our clients with innovative and insightful recommendations that are founded on industry best practices. Throughout our history, we have maintained a strict focus on the financial and management aspects of utilities, building a staff with knowledge and skills that are extremely specialized to the services that we provide, and thus allowing us to provide our clients with independent and objective advice.

RFC provides utilities and public-sector organizations with insights and expertise to help them operate as high-performing, sustainable entities providing essential services to their citizens. They help clients solve their financial, organizational, technology, and

communication challenges, achieve their objectives, and, ultimately, make their communities better places to live, work, and play.

Project Understanding and Approach

JVA and RFC have reviewed the Request for Proposal, submitted questions for clarification, and reviewed the available information provided by the City. Our project approach is a blend of tasks that will be completed by either JVA or RFC. While there is a clear line separating our areas of expertise in engineering and utility rates, we have proven to be seamless team members and a unified partner for the Cities and Towns we have worked with in the past.

Task 1: Project Initiation

In order to fully integrate with the City's staff into the master planning effort, our team believes an initial workshop is the best first step to identify, clarify, and compile ideas and available information for all aspects of the study. The City's water supply, water treatment, water distribution, wastewater collection, and wastewater treatment will be discussed as well as potential future utility and rate related regulations or policy objectives.

We will provide a formal data request and hold a virtual kickoff meeting prior to the on-site workshop. The City has already listed in the RFP the data they are expecting to provide for this study including financial and billing records, anticipated capital projects, current water and sewer usage fees, annual operational costs, and GIS information in a tabulated format. Additional information beyond what has been already identified by the City, such as the existing hydraulic water model, hydrant test data, and the current discharge permit will be included in this early data request.

The JVA/Raftelis Team will schedule a virtual conference call to review and clarify data request items. This preliminary data review process will promote a productive workshop and allow for initial analysis and informed questions and discussion.

While the JVA/Raftelis team will bring several ideas and suggestions to the workshop, we first and foremost realize the City has the most institutional knowledge of the facilities, residents, and vision for the future. Our focus of the workshop will be to listen, develop a full understanding of the needs of the City, and to focus on items of the existing master plans that require updating.

During the workshop, the JVA/Raftelis team will tour the water supply systems, treatment plants, and critical portions of the City's water and wastewater utility infrastructure.

As requested in the RFP, JVA will facilitate weekly project meetings with the City.

Task 2: Establish Rate Structure Pricing and Tap Fee Objectives

Conduct a rate and tap fee structure pricing objective workshop with City staff to better understand the current rate structure's rationale, and possible critical issues, and what should be considered in the development of alternative rate designs. The City has identified these initial objectives: equitability, sustainable, and easy to understand and administer.

- Discuss other policy objectives that may affect the study (e.g. reserve policies, debt service coverage requirements, etc.)
- Assess current capacity available in the water and wastewater systems, if any
- Calculate current value of available capacity and planned growth-related capital costs and interest costs

- Estimate capacity added by growth-related projects
- Apply adjustments such as outstanding principal, contributions, etc. (include carrying costs if applicable)
- Determine level of service demand per 3/4-inch equivalent
- Calculate unit cost of capacity for tap fee using buy-in, incremental, and hybrid methodologies
- Apply unit costs to current assessment schedules; calculate alternative schedules based on pricing objectives in Task 1
- Calculate tap fees under alternative schedules outlined in the pricing objectives workshop in Task 1 and are compliant with Colorado Revised Statutes 29-20-104-5

Task 3: Water Customer Demand/ Wastewater Customer Flow Characteristics

Water

- Tabulate and summarize monthly billing data by customer class
- Calculate estimated average day and peak day demands for each customer class
- Develop bill frequency to determine number of bills and volume billed in each tier. If possible, separate analysis by class for rate design alternatives
- Calculate number of bills, accounts, by meter size (if available) for rate structure alternative analysis
- Project water demands considering growth, and changes in use per account based on the City's 2019 Water Efficiency Plan

Wastewater

- Tabulate and summarize monthly billing data by customer class

- Calculate estimated residential billable flow and contributed commercial flow to the wastewater plant (for possible rate design alternatives)
- Calculate number of bills, accounts, by meter size (if available) for rate structure alternative analysis
- Project billable wastewater flows considering changes as a result of changes in water use as identified in the City's 2019 Water Efficiency Plan

Population / Equivalent Residential Unit (EQR)

- A crucial first step in the master planning rate determination effort involves precise projections for Equivalent Residential Units (EQR).
- The planning area will be updated and projections for EQRs will be developed for the planning horizon.
- We will provide population projections based on the existing Comprehensive Plan, Water and Wastewater Master Plans, historical growth data, current building and development practices in the community, and future planning as often identified in coordination with the City's planner.

Treatment Plant Expansion Triggers

- Utilize EQR projections to analyze future water supply and treatment demands and wastewater treatment capacity.
- Identify trigger points for supply or treatment capacity expansion as well as necessary infrastructure improvements.
- Focus on the Beaver Creek Supply, Rifle Creek Supply and new water treatment plant, and future regulatory requirements for wastewater treatment.
- Special attention will also be given to known growth or development areas, including the Rifle Cogeneration Plant and Airport Zone.
- BBA will review Intergovernmental Agreements, bulk water sales contracts, development agreements, and other institutional arrangements

will be evaluated and included in the forecasting of future water demand.

Task 4: Existing Facilities and Infrastructure

- We have reviewed the existing 2006 Water and Wastewater Master Plans, water model, and GIS information.
- Update the existing water model to incorporate additions to the potable water distribution since 2006, including the new storage tanks, treatment plant, and distribution system improvements.
- Utilize the updated water model to prioritize distribution system replacement for the planning period.
- Evaluate the existing collection system and provide recommendations for rehabilitation or replacement based on CCTV inspection and review of existing condition.

Asset Management

- Use the City's tabulated GIS information to establish pipeline and utility segments
- Condition Grade: Assign condition ratings to each segment based on the probability of failure (e.g. age, material, maintenance history, soil type)
- Criticality Grade: Assign criticality ratings to each segment based on the consequence of a failure (e.g. large diameter, within paved roads, proximity to railroad, proximity to buildings)
- Combine the results of the Criticality Grade and Condition Grade to establish a priority ranking with those pipe segments with a high condition grade AND a high criticality grade with the highest priority for rehab or replacement. *See below example matrix for a collection system with 283 collection system pipe segments and 14 segments within the highest (red) rehab priority level.*

CONDITION GRADE	5	0	12	2	0	0
	4	0	25	9	0	0
	3	0	45	8	0	0
	2	0	70	11	1	0
	1	0	4	0	0	0
	0	8	64	23	1	0
		1	2	3	4	5
		CRITICALITY GRADE				

- Develop opinions of probable cost (OPCs) for priority distribution system replacements and include in the capital improvement plan.

Water Supply, Water Treatment, Wastewater Treatment

- Update existing Master Plan for existing standards and the Beaver Creek water supply
- Update for Colorado River and algae challenges in intake pond
- Evaluate the existing treatment facility for capacity trigger points, and regulatory driver or discharge limits
- BBA will review the water rights decrees and firm yields to validate availability of raw water supply for meeting current and future demands.

Task 5: Capital Improvement Plan

- Eliminate completed projects from the 2006 Master Plans
- Update OPCs for uncompleted projects from the 2006 Master Plans that remain a priority
- Include project descriptions and OPCS for new priority projects
- Include annual rehabilitation and replacement costs for water distribution and wastewater collection infrastructure

- Determine necessary completion date for each project based on demand or capacity trigger and budget restraints

Task 6: Revenue Requirement Projections

Develop separate revenue requirement projections for water and wastewater incorporating the following:

- Forecast revenue under existing rates using the demands projections in Task 3, and other miscellaneous revenues
- Forecast O&M, R&R capital, expansion capital (based on master plan results), existing and proposed debt service. Incorporate new positions, changes in operating efficiencies, etc.
- Project impact of the sunseting 0.75% sales and use tax and impact on debt payments
- Projections of capital to consider master planning results and system condition assessment for repair and replacement projects
- Identify projects eligible for bond or state loans based on timing, duration, and amount of project. Work with state to determine loan parameters available – term, interest rate, debt service coverage, etc.)
- Evaluate different loan pay-off strategies and the impact on revenue increases
- Develop ‘optimal’ revenue requirement financial plan balancing mix of cash funding, debt financing capital projects while meeting reserve targets and debt service coverage requirements and minimizing revenue increases. Calculate annual rate revenue adjustments needed through the study period
- Facilitate project meeting with City Staff to review financial planning results

Task 7: Cost of Service

The cost of service analysis will follow industry standards and practices: principles outlined in AWWA’s Manual M1, Principles of

Water Rates, Fees and Charges (Manual M1) and Rafftelis Financial Consultants’ expertise

- Develop separate cost of service analysis for the selected year for the water and wastewater utilities.
- Determine the test-year revenue requirement for the operating fund for each utility by operating expenses, pay-go capital, debt service transfers, miscellaneous revenues, and changes in reserves
- Functionalize the revenue requirement into the various utility facilities (e.g. water – source of supply/water rights, treatment, transmission mains, storage, fire protection, customer billing, and meter and services; wastewater – treatment, collection mains, lift stations, billing and meters and services, etc.
- Allocate functionalized test-year revenue requirements to the correct demand parameters (e.g. water: volume-related, billing, meters and services; wastewater: flow, strength, billing, and meter and services)
- Determine system units of service by demand service parameter
- Calculate unit cost of service by dividing allocated revenue requirement by demand parameters by the system units of service by demand parameter
- Distribute the allocated revenue requirement to customer classes by demand parameter
- Compare customer class cost of service to revenue under existing rates by customer class

Task 8: Rate Design

Develop Rates Under the City’s Existing Rate Structures

- Develop fair and equitable updated test-year water rates and customer bill impacts for the City’s existing rate structure for a 13-year period.
- Incorporate sunseting provisions of the current 0.75% tax.

Develop Rates Under Proposed Alternative Rate Structures

- Based on the pricing objectives in Task 1, develop service charge and volume rate structure alternatives and associated rates that recover the cost to provide service under the current class (one rate structure for all customers) or for classes of customers (residential, commercial, multifamily, etc.) identified in the pricing objectives exercise in Task 1.
- Evaluate the level of revenue recover through the service charge and test against objectives of revenue sustainability. Evaluate the ability of the volume rate structures against equitability, and ease of understanding and administration.
- Prepare a bill and customer impact for every bill and customer to show the change in bills under existing and proposed rates and show the total change in annual customer bills.

Conduct a Rate Survey

- Develop a water utility bill comparison under the City's existing and proposed rates compared up to 10 peer utilities
- Facilitate project meeting with City Staff to review cost of service and rate design results.

Task 9: Reports and Council Presentations

- Prepare draft summary report of finding and conclusions of study to staff for review and comment
- Incorporate comments from draft into final report in a hard copy bound and pdf format

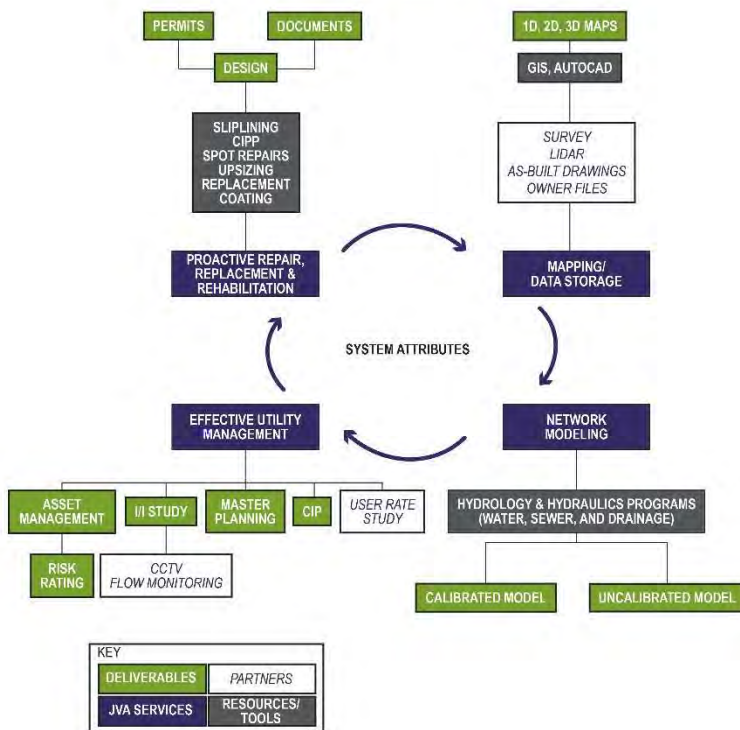
- Attend City Council meeting to present findings of study

Corporate Resume

JVA is highly qualified and experienced working with municipalities throughout Colorado specializing in utility maintenance and capital improvement plans. As highlighted in this response, JVA is the on-call engineer for municipalities such as the Towns of Nederland and Berthoud, Woodmoor and Pueblo West Districts, and the Cities of Lamar, Idaho Springs, and Grand Junction performing very similar services as proposed herein.

In addition to planning and design expertise, JVA routinely completes funding applications and successfully secured grants and low-interest loans for planning, design, and construction of new and rehabilitation of water distribution and collection system infrastructure for numerous municipalities around the State.

The below diagram summarizes the pathways and components we see in a proactive rehabilitation and replacement program. For the City of Rifle, each step including mapping, modeling, master planning, and proactive repair, preplacement & rehabilitation have been created and are now being updated with a focus on the user rate study. Our definition of effective utility management is the development and use of system planning documents that identify capacity and failure risks to create proactive plans for capital improvements and maintenance.



JVA incorporates a team approach on all our projects. Our project success will be as a result of close coordination and communication with the City, regulatory agencies, subconsultants, designers, contractors and vendors. JVA has assembled a team of highly skilled and well-regarded engineers to best serve the City on this project. While we live and work in different cities across Colorado, we routinely work together and provide a cohesive team. Short bios for key personnel follow the organization chart.

RFC's services are solely focused on providing financial, rate, and management consulting services to water-industry utilities. We serve water and wastewater utilities from the largest utilities to utilities serving populations similar in size to the City. RFC staff have assisted hundreds of water-industry

utilities throughout the U.S. with financial, rate, and management consulting services.

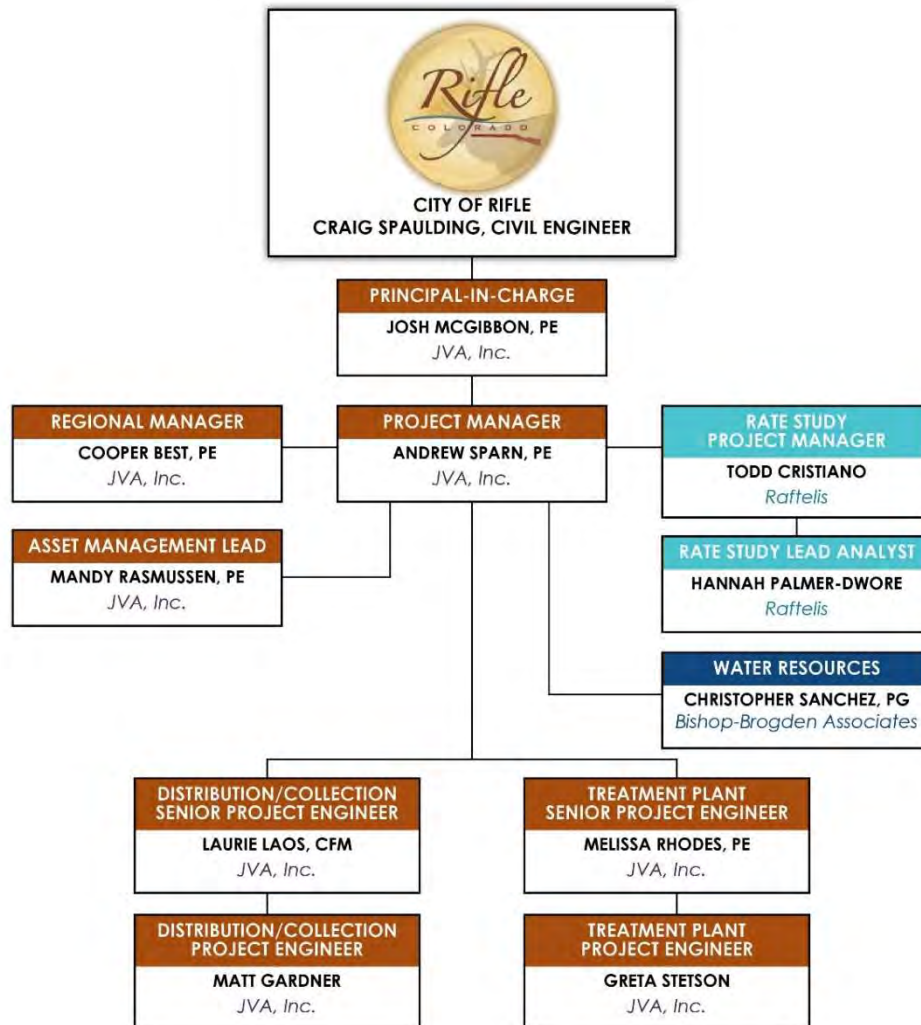
The RFC senior staff is involved in shaping industry standards by chairing various committees within the American Water Works Association (AWWA) and Water Environment Federation (WEF). RFC's staff members have also contributed to many industry standard books regarding utility rate setting

RFC is registered with the U.S. Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor. All firms that provide debt issuance support services, including financial feasibility studies, must be registered with the SEC and MSRB to legally provide official opinions and related services. RFC's registration allows our clients to be confident that RFC is fully qualified and capable of providing financial advice related to debt issuances.

RFC has developed some of the most sophisticated yet user-friendly financial/rate models available in the industry. RFC has assisted numerous agencies with getting proposed rates successfully adopted. The following is an example of a Dashboard that allows for quick decision making by visually displaying impacts of changes to selected variables.



City of Rifle Utility Maintenance, Capital, and Rate Study Organization Chart



Josh McGibbon, PE Principal-In-Charge

Josh McGibbon will be the primary management liaison for any contracts between JVA and the City. Josh's primary responsibility is to review the project schedule and

budget, attend reviews and workshops with the City, commit project resources, and provide technical oversight to the design team. Josh will head the JVA team based on his strong background in water and utility infrastructure work as well as his environmental manager role. Josh has gained significant engineering planning and design

experience with a special expertise in project financing in his 20-year consulting career. He has been the Engineer of Record for the planning and design of numerous new water treatment plants, expansions and retrofit projects, and has an excellent working relationship with Raftelis.



Andrew Sparn, PE Project Manager

Andrew Sparn is a Project Manager, Associate, and Regional Manager of JVA's Denver office and has ten years of experience with water, wastewater, and infrastructure planning, design, permitting, and construction

administration. Prior to joining JVA, Andrew led heavy industrial construction projects in Colorado as a superintendent and field engineer in the water and wastewater industry. Engineering experience coupled with vast field knowledge, gives Andrew a unique and multilayered perspective of the planning, design, construction, and operation of water and wastewater treatment and utility infrastructure. Andrew will serve as the main interface between the City, project team members, and subconsultants. As a JVA project manager, Andrew will be involved in all facets of the water system evaluation and master planning. Primary responsibilities will include managing the project's schedule and budget, setting up and running efficient project design meetings/workshops with the City, hands-on evaluation of the water and wastewater systems, and managing JVA's team project resources and subconsultants.



Cooper Best, PE
Regional Manager/Client
Advisor

Cooper is the regional office manager for JVA's Glenwood Springs location and brings more than 20 years of engineering

experience in water and wastewater. Cooper will be the client advisor for this project and assist with cost and quality control with his in depth knowledge of western slope construction projects. Cooper is skilled in all facets of design, permitting, and construction management of municipal projects. He excels in communication and pays special attention to assisting western slope communities with making their projects a reality. While at a previous firm, Cooper assisted with construction services at the City's Wastewater Treatment Plant as well as water quality sampling for metals compliance throughout the collection system and discharge permit assistance.



Mandy Rasmussen, PE
Asset Management Lead

Mandy will be the lead for the asset management components of this project. She has 13 years of experience with utility and infrastructure improvements, master planning, capital improvement plans, hydraulic modeling, funding support, design, and construction administration. Mandy also has a unique background in both asset management and utility rate increase evaluations from participating as a consumer advocate in general rate cases at the California Public Utilities Commission. While some utility programs can quickly become cumbersome and complex, her knowledgeable approach to planning and utility asset management is consistently fair and simple.



Todd Cristiano
RFC Project Manager

Todd has nearly 20 years of utility finance experience—14 years as a consultant to utilities and 6 years as the Manager of Rates at Denver Water. He has completed studies across the U.S. for water, wastewater, stormwater, electric, and gas utilities. His experience covers technical areas and industries such as municipal fee development, utility cost-of-service and rate structure studies, economic feasibility analyses, impact fee studies, and budget processes. While at Denver Water, he oversaw four significant rate- and fee-related studies, all unanimously approved by the Board of Water Commissioners, and also served as interim budget manager at Denver Water. As a member of the AWWA, he has helped to develop industry guidelines regarding financial and rate-making practices. In particular, as the current Chair of the AWWA Rates and Charges Committee, he co-authored the water reuse chapter in the latest edition of *Manual M1, Principles of Water Rates, Fees and*

Charges. Todd is also co-instructor for the AWWA's biennial Financial Management: Cost-of-Service Rate-Making Seminar.



**Hannah Palmer-Dwore
RFC Lead Analyst**

Hannah has a diverse background including natural science, natural resource management, and quantitative analysis. Her expertise includes geospatial analysis and modeling, technical report writing,

and data management.



**Laurie Laos, CFM
Distribution/Collection Senior
Project Engineer**

Laurie Laos is a senior project engineer and certified floodplain manager, specializing in water distribution and conveyance design

and analysis. In addition to her work on infrastructure design, system analysis projects, capital improvement plans, and master planning, she assists the civil site teams on stormwater flood control and water quality design. Laurie is well versed in modeling and design programs including the EPA Stormwater Management Model (SWMM), ArcGIS, AutoCAD, Infoworks products, Bentley WaterGEMS and PCSWMM.



**Melissa Rhodes, PE
Treatment Plant Senior Project
Engineer**

Melissa Rhodes is a Senior Project Engineer and has over nine years of experience in water and wastewater treatment and will be the technical

lead on the City's treatment processes. Melissa has focused on the technical side of treatment design, including treatability studies, bench and pilot testing, data evaluation, process development, and conceptual

through full detailed design of drinking water and wastewater treatment facilities. She has experience working with active, passive, chemical, and biological treatment technologies.

Subconsultants

JVA often leads multi-disciplined teams and with subconsultants who provide specific expertise outside our focused areas of civil, environmental and structural engineering. For this proposal, we are teaming with Bishop-Brogden Associates for water resources consulting.



BBA Bishop-Brogden Associates, Inc.,
water consultants
BISHOP-BROGDEN ASSOCIATES, INC. (BBA) is a water resources consulting firm specializing in the control and development of water. BBA has its offices in Englewood, Colorado, and has consulted with clients on water rights, water resources and ground water supply matters in various states in the Western U.S. BBA was formed in 1980, and has provided quality services on client projects for 40 years.

BBA employs a staff experienced engineers, geologists, and hydrologists. The principals with BBA are directly involved in all projects undertaken by the company. The Principal-In-Charge of the work for the JVA/RFC team and the City of Rifle will be Christopher Sanchez, P.G. Mr. Sanchez is a hydrogeologist with 26 years experience with ground water supplies and water rights in the western U.S.

Proposed Agreement

Our proposed agreement is attached in the appendix.

Fee Proposal

Our proposed Work Breakdown Schedule with fees is attached. Our estimated labor hours, hourly rates and subconsultant fees are included.

PROJECT EXAMPLES

Similar Projects

The following are several similar Master Plan projects, sometimes including concurrent rate studies. For more rate study specific projects, see the list and description of projects included in the RFC resumes for Todd and Hannah.

Nederland MIP Update and Rate Study Nederland, CO



Reference:
Chris Pelletier
Public Works Director
45 West First Street
Nederland, CO 80466
chrisp@nederlandco.org
303.258.3266

JVA completed a Master Infrastructure Plan (MIP) for the Town of Nederland, including Water Treatment and Distribution and Wastewater Treatment and Collection, Low Impact Stormwater Management and Erosion Control, and Traffic Flow evaluations throughout the Town. JVA compiled a comprehensive plan which included the Capitol Improvement Plans prioritized for 10 years based on critical needs as well as incorporation of the Envision™ sustainable infrastructure rating system. Seven years after the initial MIP, JVA and RFC worked together to update the MIP to include an analysis of the water treatment and wastewater treatment systems, updated infrastructure priorities, asset inventory, and updated capital improvements plan. RFC developed a water and wastewater utility financial plan, plant investment fee, cost of service, and general rate study.

Town of Berthoud Water/Wastewater Master Plan and Rate Study Berthoud, CO



Reference:
Stephanie Brothers, PE
Public Works Director
807 Mountain Ave
P.O. Box 1229
Berthoud, CO 80513
sbrothers@berthoud.org
970.532.2643

JVA has worked with the Town of Berthoud on several projects since 2010 and has been serving as the On-Call Engineer since 2012. JVA assists the Town with growth and planning for water and wastewater systems, storm and drainage, Master Plan updates, rate analyses, and all associated permitting, design and construction administration services.

JVA initially completed water and wastewater system Master Plans for the Town in 2010 concurrent with development of the Town's Comprehensive Plan. These plans were recently updated in 2017 along with a new Town Stormwater Capital Improvement Plan (CIP).

The water master plan included hydraulic models of the distributions system, storage improvements, creating new pressure zones and water treatment upgrades. A detailed Capital Improvement Plan was developed for recommended treatment, distribution and storage improvements. The wastewater master plan identified capacity and operational limitations and recommendations for collection and treatment system improvements.

The stormwater CIP established a priority list of drainage system improvements with budgetary cost estimates used to establish a new stormwater utility rate and fee structure. The CIP update was comprised of site visits to evaluate the existing systems, review of available data, alternatives analysis with

recommendations, coordination with the Town, and preliminary design of the preferred alternative. The alternatives analysis included hydrologic and hydraulic analysis of the proposed improvements using EPA Stormwater Management Model, rational method, and Mile High Flood District Criteria Manual. Each CIP project was prioritized using a matrix that included the Town insight, need, cost and probability of failure. JVA and the Town have been working through the projects to finalize the designs and construct the proposed CIP projects. As development continues to stress the Town's regional stormwater system, new CIP projects are being identified and JVA is in the process to update the existing Stormwater Master Plan. The update will include identifying locations within the Town's system that are or will be at capacity in the near future and will require upgrading and innovative implementation to function with existing and future constraints.

Pueblo West Metropolitan District W/WW Master Plan and Rate Study Pueblo West, CO	
	Reference: Jeffrey DeHerrera Deputy Director of Utilities 781 E. Industrial Blvd. Pueblo West, CO 81007 jdeherrera@pwmd-co.us 719.547.5044

JVA prepared a Wastewater Master Plan for Pueblo West Metro District (PWMD) to provide a comprehensive plan for outlying unsewered areas, sewer capacity analysis and WWTP expansion and improvements evaluation. GIS and SWMM model were used for mapping and evaluating existing sewer capacity for major tie in points for sewer extensions to serve new developments and residential and small industrial areas on septic systems. JVA conducted a comprehensive performance evaluation (CPE),

regulatory review, and process modeling (i.e. BioWin) of the 1.8 MGD WWTP to identify process limiting factors (PLFs) for both the liquid stream and solids stream. Based on the 20-year population and loading projections the WWTP would need to be expanded to 2.4 MGD. Through process modeling, it was determined that the biological process (i.e. Biolac®) would need process control improvements for meeting Regulation 85 but not have to be expanded to meet the 2.4 MGD loading condition. Based on the CPE and PLFs, JVA prepared a capital improvements plan with prioritization of projects for meeting Regulation 85 and the 20-year loading conditions for both the liquid and solid streams. The District is currently implementing projects recommended in the 2017 master plan including:

- Addition of a new lift station and sewer extensions to serve newly developed areas and areas served on septic
- Upgrade and expansion of two existing lift stations
- Effluent reuse system at the WWTP to reduce potable water consumption
- Construction of a 24-inch gravity pipe to convey WWTP effluent to a new discharge point to gain additional water rights through augmentation.

JVA is currently working with the District on planning and funding opportunities for the 2.4 MGD WWTP expansion, process control addition for the Biolac® and improvements to the aerobic digesters and solids handling facilities. JVA has represented the District for water and wastewater engineering since 2010 designing multiple projects for the WTP, WWTP, distribution and collection systems. One notable project was for the WWTP biosolids handling completed in 2013. Prior to these improvements the waste activated sludge (WAS) was pumped to an old lagoon for stabilization and storage. The District struggled with meeting Regulation 64 for biosolids stabilization and land application and odors became a

significant problem. It was recommended to construct an aerobic digestion system and dewatering system for meeting Regulation 64 and to provide greater reliability and performance. In addition, the District land application program was enhanced with the hauling and application of cake versus liquid resulting in a significant annual savings for contract hauling and application.

Idaho Springs Water and Wastewater Master Plan and Rate Study Idaho Springs, CO	
	Reference: Andrew Marsh, City Administrator 1711 Miner Street Idaho Springs, CO 80452 admin@idahospringsco.com 303.567.4421 ext. 121

JVA has been the City engineer since 2008 and has performed numerous capital improvement and infrastructure maintenance projects for water and wastewater. JVA teamed with Raftelis Financial Consultants to complete a water and wastewater master plan and rate study. The master plan included water treatment and distribution and wastewater treatment and collection. The City was undergoing major capital projects and needed a comprehensive plan for funding the projects. The rate study looked at several alternatives for rate and tap fee increases. JVA and Raftelis held several public meetings and recommended a financial plan to City Council which included a five year plan for rate increases. The City Council adopted the recommendations. JVA designed and permitted the \$8M wastewater treatment expansion and several water main replacement and sanitary sewer rehabilitation projects that were identified in the Capitol Improvement Plan that was part of the Master Plan.

Baca Grande WSD Water/Wastewater Master Plan and Rate Study Saguache County, CO	
	Reference: JoAnn Slivka District Manager P.O. Box 520 Crestone, CO 81131 joann@bacawater.com 719.256.4310

JVA is the District Engineer for Baca Grande Water and Sanitation District. Since 2018, JVA has completed service connection feasibility assessments, design reviews, and capital project design for the District. The District's utility infrastructure consists of 64 miles of distribution pipeline, six booster pump stations, eight potable water storage tanks, 68 miles of gravity sewer, 9.5 miles of force mains, four lift stations, and water/wastewater treatment facilities.

JVA completed a water and wastewater master plan for the Baca Grande Water and Sanitation District's Water and Wastewater Treatment Facilities. JVA worked with the District and Department of Local Affairs (DOLA) Regional Manager Christy Doon to secure a DOLA administrative grant to help fund the project.

The master plan included demand projections based on estimated population growth, historical billing, wastewater treatment facility influent and nutrient characteristics, as well as drinking water production and demand projects. JVA evaluated the capacity and condition of the lift stations, main sewer lines, and wastewater treatment facility. JVA assisted the District with renting and installing flow monitoring and sampling equipment at critical manholes within the collection system. Flow data and BOD test results were analyzed to identify areas of the District contributing disproportional flow and loading to the wastewater treatment facility. Future growth within

the District and in nearby Crestone were considered in the capacity analysis.

Additional scope and funds were added to complete a hydraulic model of the distribution system. The model was used to identify areas hydrants with limited fire flow and hydraulic bottlenecks in the distribution system. Improvements and operational modifications to the wastewater and water systems were recommended. Cost estimates were developed for several capital projects for the next 10 years.

Grand Junction Master Planning Grand Junction, CO	
	Reference: Lee Cooper Project Engineer 333 West Ave., Building C Grand Junction, CO 81501 leec@gjcity.org 970-256-4155

Wastewater Master Plan

JVA is working with the City of Grand Junction to prepare a comprehensive Wastewater Master Plan for their wastewater treatment facility as well as their sewer collection system. The study includes flow monitoring and detailed flow and loading projections. The City's hydraulic sanitary sewer model is being updated including sewer basins, existing and projected flows and completed infrastructure projects. The master plan includes alternative analysis and recommended capital improvement projects with cost estimates. The final report will include an implementation plan to lay the groundwork for sanitary sewer improvements at the City of Grand Junction for the next 20 years. JVA partnered with Carollo Engineers on this project.

Power Road Lift Station

JVA worked closely with the City of Grand Junction to analyze the feasibility of a new Powers Road Lift

Station to eliminate two other City lift stations. The detailed analysis included flow projections for sewer sub basins, alternative alignment investigations for gravity and force main lines, hydraulic sewer modeling and cost estimating. JVA anticipates beginning design on the new lift station, force main and gravity sewer system in August 2020.

Tiara Rado Forcemain Feasibility Study

As part of our on-call engineering services contract with the City of Grand Junction, JVA's services were requested to investigate alternative alignments to replace the Tiara Rado forcemain that serves the Redlands Subdivision. The replacement project will improve reliability and provide redundancy in critical sections of the forcemain. The forcemain is currently a single 12-inch diameter forcemain beneath the Colorado River and Interstate 70 (I-70).

The project consisted of analyzing three main alternatives as part of this study which include: (1) paralleling the existing forcemain beneath the Colorado River and under I-70, (2) suspending dual forcemains or gravity lines from a new pedestrian bridge across the Colorado River, and (3) installing dual forcemains inside the existing box culverts under I-70. An engineer's opinion of probable cost (OPC) will be prepared for each alternative.

The study involved multiple stakeholders and permitting agencies including the Colorado Department of Public Health and Environment (CDPHE), the Colorado Department of Transportation (CDOT), United States Army Corps of Engineers and the Colorado Parks and Wildlife (CPW).

JVA is currently assisting the City with permitting, easement acquisition and design of the replacement forcemain.

PROJECT SCHEDULE

Project Timeline

Project Timeline	2020												2021							
Project Tasks with Task Lead	Oct 19	Oct 26	Nov 2	Nov 9	Nov 16	Nov 23	Nov 30	Dec 7	Dec 14	Dec 21	Dec 28	Jan 4	Jan 11	Jan 18	Jan 25	Feb 1	Feb 8	Feb 15	Feb 22	
Task 1: Project Initiation	●																			
Notice of Award (October 21, 2020 Council Meeting) <i>City of Rifle</i>	●																			
Data Request Review <i>JVA, Raftelis</i>	●	●																		
Kickoff Meeting - Virtual (October 23, 2020) <i>City of Rifle, JVA, Raftelis, BBA</i>	●																			
Workshop and Site Visit – In Person <i>City of Rifle, JVA</i>			●																	
Task 2: Rate Structure and Tap Fee Objectives <i>City of Rifle, Raftelis</i>		●	●																	
Task 3: Water Demand/Wastewater Flow Characteristics <i>JVA, Raftelis, BBA</i>		●	●	●																
Task 4: Existing Facilities and Infrastructure <i>JVA</i>			●	●	●															
Asset Management <i>JVA</i>				●	●	●	●	●												
Task 5: Capital Improvement Plan <i>JVA</i>				●	●	●	●	●												
Technical Evaluation Review and Comment Period <i>City of Rifle</i>					●	●	●	●												
Task 6: Revenue Requirement Projections <i>Raftelis</i>					●	●	●	●	●											
Task 7: Cost of Service <i>Raftelis</i>							●	●	●	●	●	●								
Task 8: Rate Design <i>Raftelis</i>									●	●	●	●	●							
Develop Rates Under the City's Existing Rate Structures <i>Raftelis</i>											●	●	●							
Develop Rates Under Proposed Alternative Rate Structures <i>Raftelis</i>												●	●	●						
Conduct a Rate Survey <i>Raftelis</i>												●	●	●						
Alternatives Evaluations Review and Comment Period <i>City of Rifle</i>													●	●						
Selection of Preferred Alternatives <i>City of Rifle, JVA, Raftelis</i>														●	●					
Task 9: Reports and Presentations <i>JVA, Raftelis, BBA</i>															●	●	●	●		
Final Presentation <i>JVA, Raftelis</i>																			●	

FEE PROPOSAL



City of Rifle Utility Maintenance, Capital, and Rate Study

9/25/2020

		Principal		Project Manager		Asset Mgt Lead		Sr Project Engineer		Project Engineer		Rates Project Manager		Rates Lead Analyst		SUBTOTAL LABOR COSTS		EXPENSES			TOTAL COSTS (Rounded to Nearest 100)
		Josh J. McGibbon		Sparn/Best		Mandy M. Rasmussen		Laos/Rhodes		Gardner/Stetson		Todd Cristiano		Hannah Palmer-Dwore							
DESCRIPTION OF SERVICES		\$180/hour		\$144/hour		\$140/hour		\$132/hour		\$116/hour		\$275/hour		\$185/hour		HRS	\$	TRAVEL	SUB-CONSULTANT	EXPENSE SUBTOTAL	LINE ITEM
		HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL						
Project Management (incl. Weekly Meetings) Task 1: Project Initiation Task 2: Rate Structure and Tap Fee Objectives Task 3: Water Demand/Wastewater Flow Characteristics Task 4: Existing Facilities and Infrastructure Task 5: Capital Improvement Plan Task 6: Revenue Requirement Projections Task 7: Cost of Service Task 8: Rate Design Task 9: Reports and Presentations	2	\$360	25	\$3,600											27	\$3,960				\$3,960	
	2	\$360	20	\$2,880	2	\$280	14	\$1,848	16	\$1,856	6	\$1,650	6	\$1,110	66	\$9,984		\$2,500	\$2,500	\$12,484	
											6	\$1,650	20	\$3,700	26	\$5,350				\$5,350	
	2	\$360	6	\$864			12	\$1,584	12	\$1,392	8	\$2,200	24	\$4,440	64	\$10,840		\$3,500	\$3,500	\$14,340	
	2	\$360	6	\$864	24	\$3,360	24	\$3,168	24	\$2,784					80	\$10,536				\$10,536	
	2		12	\$1,728	12	\$1,680	24	\$3,168	24	\$2,784					74	\$9,360				\$9,360	
											8	\$2,200	32	\$5,920	40	\$8,120				\$8,120	
											10	\$2,750	32	\$5,920	42	\$8,670				\$8,670	
											12	\$3,300	32	\$5,920	44	\$9,220				\$9,220	
		2		4		4	\$560	40	\$5,280	24	\$2,784	12	\$3,300	12	\$2,220	98	\$14,144		\$3,500	\$3,500	\$17,644
SUBTOTAL		12	\$1,440	73	\$9,936	42	\$5,880	114	\$15,048	100	\$11,600	62	\$17,050	158	\$29,230	561	\$43,904	\$9,500		\$9,500	
TOTAL																					\$99,700

Notes:

Raftelis - subconsultant shown with labor detail

BBA - subconsultant shown as an estimated expense

RESUMES



Josh J. McGibbon

Vice President, Environmental Engineering

Education

B.S. Civil Engineering, Montana State University, 2000

Registrations

Professional Engineer
Colorado, 2006

Professional Organizations

Water Environment Federation
Rocky Mountain Water
Environment Association –
Executive Committee
American Water Works
Association



Project Experience

Project Manager or Engineer of Record for the following Facilities:

Water and Sewer Master Plan, Town of Elizabeth, CO Principal-in-Charge for the water and sewer master plan. Planning includes Town Hall meetings with residents, Board presentations on development options, facility assessments, hydraulic analysis, review of improvement options, cost estimating, and report preparation. Key elements include water resource allocation to facilitate sustainable growth, reuse and water conservation measures, well site analysis and wastewater treatment alternative evaluations.

Town of Berthoud Water and Wastewater Master Plans, Berthoud, CO Principal-in-Charge for water and wastewater system Master Plans for the Town of Berthoud in 2011 and recently updated plans in 2017. JVA uses these master plans and the hydraulic model of the distribution system to assist the Town with development reviews, growth and planning for water and wastewater systems, Master Plan updates, rate analyses, and all associated permitting, design and construction administration services. The rate study components were completed concurrent to the master plan project by JVA partnering with Raftelis Financial Consultants.

Town of Nederland Master Infrastructure Plan, Nederland, CO Principal-in-Charge for a Master Infrastructure Plan for Town of Nederland, including Water Treatment and Distribution and Wastewater Treatment and Collection, Low Impact Stormwater Management and Erosion Control, and Traffic Flow evaluation throughout the Town. We have compiled a comprehensive plan which includes Capitol Improvement Plans prioritized for 10 years based on critical needs as well as incorporation of the Envision™ sustainable infrastructure rating system. Currently the Principal-in-Charge for an update to the 2013 MIP and associated rate study.

Water Master Plan, Pueblo West Metropolitan District, CO Principal-in-Charge for a master plan for the District's potable water system. The master plan included demand projections based on estimated population growth, historical billing, and WTP production data. Richard completed a comprehensive performance evaluation of the District's WTP, assessing the capacity and performance of each process: chlorine dioxide preoxidation, coagulation, filtration, disinfection, high service pumping, and backwash solids disposal. Improvements and operations modifications were recommended. Cost estimates were developed for each capital project for the next 10 years.

Wastewater Master Plan, Pueblo West Metropolitan District, CO Principal-in-Charge for District's wastewater system master plan. The master plan included flow and loading projections based on estimated population growth and influent flow and loading records at the 1.8 MGD WWTP. Completed a comprehensive performance evaluation of the District's WWTP, assessing capacity and performance of each process: headworks screening, grit removal, activated sludge, secondary clarification, ultraviolet disinfection, aerobic digesters, and belt filter press. A model was developed to assess compliance with upcoming nutrient regulations. A capital improvements plan was produced covering the next ten years.

Town of Lochbuie Water Model and Master Plan, Lochbuie, CO Principal-in-Charge for a fast tract Water System Master Plan for the Town of Lochbuie in 2016. The Master Plan included water demands, raw water source and quality, treatment, and potable water distribution and storage evaluations. The capital improvements plan for the Town include a WTP expansion, new elevated water storage tank, booster station, and new transmission mains, and available interconnects. Each of these projects were required to serve new developments that broke ground over the past four years. With this master plan in place, development reviews are streamlined. The planned WTP expansion project increased reverse osmosis membrane capacity from 1.44 MGD to 3 MGD and included membrane clean in place process improvements and water distribution system improvements.

Meeker Sanitation District WWTF & Collection System Assessment, Meeker, CO Principal-in-Charge to conduct a detailed analysis of the District's WWTF and Collection System. The project included televising and analyzing video of over 18 miles of the collection system and evaluating options including costs for repair and replacement. The project also included a comprehensive evaluation of the District's WWTF including major process equipment, concrete and steel structures, H₂S corrosion, electrical and mechanical systems. The evaluation investigated alternatives and developed recommendations for improvements including budgetary costs.

Water Master Plan, Todd Creek Village Metropolitan District, CO Principal-in-Charge for District's potable and irrigation water systems master plan. The master plan included demand projections based on estimated population growth, historical billing, and WTP production data. Raw water pump station capacities were calculated. Andrew completed a comprehensive performance evaluation of the District's WTP, assessing the capacity and performance of preoxidation, ultrafiltration, reverse osmosis, disinfection, high service pumping, and concentrate disposal. Improvements and operations modifications were recommended. Cost estimates were developed for each capital project for next 10 years.

City of Grand Junction, Grand Junction, CO Principal-in-Charge for several water and wastewater projects including the Persigo WWTP Influent Wet Well Rehabilitation, Water Treatment Plant Upgrades and the Parks Raw Water Irrigation project. The raw water project included the repair of a pre-1940's era concrete lined basin. The basin measured 390 feet by 264 feet and had thousands of feet of joints and exhibited evidence of leaking. JVA evaluated several repair options and with input from the City a polypropylene geomembrane membrane liner was selected for this project. The Persigo WWTP project involved the inspection of cast-in-place concrete structures that exhibited varying degrees of corrosion due to hydrogen sulfide exposure. For this project JVA worked with coating manufacturers to develop a rehabilitation and coating system that would provide long term protection to the affected structures. Current projects include a forcemain feasibility study for the Tiara Rado Lift Station, design and permitting to replace the Ridges lift station and waterline design.

Town of Lyons Water System Master Plan, Lyons, CO Project Manager for water system Master Plans and develop Capital Improvement Plans (CIP). Provided comprehensive mapping of the water system. Performed CIP of water distribution system. The CIP was linked to road and collection system CIPs.

Wiggins Water Master Planning, Wiggins, CO Project Manager on the water facilities improvements master planning and preliminary design. Evaluated additional water source and water treatment alternatives including reverse osmosis, ion exchange, and blending.

Keystone Summit House Water Master Plan, Keystone, CO Project Manager for the evaluation of the alternatives analysis for the water infrastructure design for Keystone Summit House. Investigated options for water supply and treatment, including a raw water pipeline from the well on Keystone Gulch, pumped up to Summit House for storage and treatment.

City of Montrose Wastewater Treatment Plant Nutrient Study, CO Engineer of Record for comprehensive performance evaluation (CPE) and Preliminary Engineer Report (PER) for the 4.32 MGD Montrose WWTF. The project also involved evaluating existing performance and modeling operational adjustments and capital improvements for meeting Regulation 85 effluent nutrient criteria. Alternatives were evaluated and cost estimates provided for tertiary treatment, clarifiers, solids handling and headworks improvements.

City of Westminster PRV Rehabilitation and Replacement Project, Westminster, CO Principal-in-Charge for the distribution system hydraulic modeling and vault/valve inspections for nine (9) existing pressure reducing valves (PRVs) within the City of Westminster's multi-zone distribution system. PRVs range in size from 4" to 12" in size located in vaults and manholes within City right-of-ways. Inspection and field reports for each vault and valve under confined space entry procedures. Design of new vaults and valves with safety features and ancillary improvements to allow for better maintenance and reporting telemetry. Innovations may include use of prefabricated PRV vaults with built in flow metering to expedite construction and provide needed flow data.

City of Lamar Water Distribution System Replacement, Lamar, CO Principal-in-Charge for the design of approximately 22,000 feet of 6", 8", and 12" waterline replacement throughout the City of Lamar in conjunction with CDOT Main Street Rehabilitation project. Design included hydraulic calculations, pipeline alignment, tie-in details and construction documents. Performed construction administration for the duration of the project, reviewing submittals, field engineering for below grade unforeseen conditions, and construction meetings. Provided oversight for final commissioning, including tie-in and switchover, flushing, pressure testing and disinfection.

Town of Crested Butte Water Treatment Plant Improvement Project, Crested Butte, CO QA/QC Manager for the design of a treatment plant expansion project for the Town's existing membrane filtration water treatment plant. The expansion project featured an increase in the system capacity from 1.25 MGD to 1.66 MGD, redesigned chemical pretreatment system to optimize treatment efficiency and improve system hydraulics, and a building expansion to improve operability and access to process equipment. As part of this effort, funding from DOLA and SRF was facilitated to finance the construction. The project was designed on an expedited schedule and went from the planning stages of a comprehensive performance evaluation to 100% design and permitting in under one year.

North Table Mountain Water and Sanitation District Water Treatment Plant Expansion, Arvada, CO Principal-in-Charge for the design of a water treatment plant expansion. The project included preliminary design, followed by a 60 percent design package and assistance with the Construction Manager at Risk (CMAR) procurement for the expansion. The project includes a new administrative building, metering vault improvements, expansion of the ballasted flocculation pretreatment process, new conventional filters, chemical system improvements, clearwell baffling, a new valve vault, backwash automation, new onsite wastewater treatment system (OWTS), heating ventilation and cooling (HVAC) upgrades, and electrical and controls upgrades.

City of Idaho Springs WWTP Expansion and Dewatering Facility, Idaho Springs, CO Principal-in-Charge for permitting and detailed design of a new dewatering facility for the existing wastewater plant. Project includes design of the solids dewatering equipment, cake pumps, and load out facility. Also performing design of WWTP expansion to double capacity using MBR treatment process. Project includes new headworks, pre-EQ, MBR, UV, aerobic digestion and relocated dewatering facility.



Andrew C. Sparn

Project Manager, Environmental Engineering

Education

B.S. Civil Engineering,
Columbia University, School of
Engineering and Applied
Science, New York, NY, 2008

B.S. Physics, University of
Puget Sound, Tacoma, WA,
2006

Registration

Professional Engineer;
Colorado (2015)

Professional Organizations

American Water Works
Association (AWWA)

Water Environment Federation
(WEF)



Project Experience

Comprehensive Performance Evaluation, Pueblo West, CO. Project Manager for an in-depth review of the District's 1.8 MGD wastewater treatment plant. The headworks, aerated lagoons, secondary clarifiers, return activated sludge system, ultraviolet disinfection system, aerobic digesters, and belt filter press were evaluated and recommendations were made to improve capacity and performance. Recommendations to enhance existing processes and the addition of new processes resulted from an analysis of the plant's ability to comply with upcoming nutrient regulations.

Town of Nederland Master Infrastructure Plan, Nederland, CO – Project Engineer for a Master Infrastructure Plan for Town of Nederland, including Water Treatment and Distribution and Wastewater Treatment and Collection, Low Impact Stormwater Management and Erosion Control, and Traffic Flow evaluation throughout the Town. We have compiled a comprehensive plan which includes Capitol Improvement Plans prioritized for 10 years based on critical needs as well as incorporation of the Envision™ sustainable infrastructure rating system. Currently the project Manager for an update to the 2013 MIP and associated rate study, utility financial plan, plant investment fee, and cost of service analysis.

Water Master Plan, Pueblo West Metropolitan District, CO – Sr. Project Engineer for a master plan for the District's potable water system. The master plan included demand projections based on estimated population growth, historical billing, and WTP production data. Richard completed a comprehensive performance evaluation of the District's WTP, assessing the capacity and performance of each process: chlorine dioxide preoxidation, coagulation, filtration, disinfection, high service pumping, and backwash solids disposal. Improvements and operations modifications were recommended. Cost estimates were developed for each capital project for the next 10 years.

Wastewater Master Plan, Pueblo West Metropolitan District, CO. – Sr. Project Engineer for District's wastewater system master plan. The master plan included flow and loading projections based on estimated population growth and influent flow and loading records at the 1.8 MGD WWTP. Completed a comprehensive performance evaluation of the District's WWTP, assessing capacity and performance of each process: headworks screening, grit removal, activated sludge, secondary clarification, ultraviolet disinfection, aerobic digesters, and belt filter press. A model was developed to assess compliance with upcoming nutrient regulations. A capital improvements plan was produced covering the next ten years.

Town of Lochbuie Water Model and Master Plan, Lochbuie, CO – Project Manager for a fast tract Water System Master Plan for the Town of Lochbuie in 2016. The Master Plan included water demands, raw water source and quality, treatment, and potable water distribution and storage evaluations. The capital improvements plan for the Town include a WTP expansion, new elevated water storage tank, booster station, and new transmission mains, and available interconnects. Each of these projects were required to serve new developments that broke ground over the past four years. With this master plan in place, development reviews are streamlined. The planned WTP expansion project increased reverse osmosis membrane capacity from 1.44 MGD to 3 MGD and included membrane clean in place process improvements and water distribution system improvements.

Town of Lyons East Corridor Water System Master Plan, Lyons, CO. Project Manager for the Eastern Corridor utility infrastructure extension for the Town of Lyons. The Town is expanding their water and sanitary sewer services to incorporate a new development. JVA has estimated current and future potable water demand and sanitary flows to size the improvements. Approximately 7,000 linear feet of 4" force main will connect the proposed lift station to an existing sanitary sewer system located in Town and three pressure reducing valves will be installed to serve the east end of Town for future service areas. JVA drafted and submitted a Site Application and Basis of Design Report for CDPHE approval of the new lift station and force main.

Water Master Plan, Todd Creek Village Metropolitan District, CO. Project Manager for District's potable and irrigation water systems master plan. The master plan included demand projections based on estimated population growth, historical billing, and WTP production data. Raw water pump station capacities were calculated. Andrew completed a comprehensive performance evaluation of the District's

WTP, assessing the capacity and performance of preoxidation, ultrafiltration, reverse osmosis, disinfection, high service pumping, and concentrate disposal. Improvements and operations modifications were recommended. Cost estimates were developed for each capital project for next 10 years.

North Table Mountain Water and Sanitation District Water Treatment Plant Expansion, Arvada, CO – Project Manager for the design, permitting, and construction administration of a 16 MGD water treatment plant expansion. The project included preliminary design, 60 percent design and assistance with the Construction Manager at Risk (CMAR) procurement for the expansion. JVA worked with the District and contractor to VE the project within budget, while realizing all the project goals and treatment objectives. The project includes a new administrative building with state certified laboratory and operations laboratory, metering vault improvements, expansion of the ballasted flocculation pretreatment process, new conventional filter units, chemical system additions and improvements, clearwell baffling, a new valve vault, backwash automation, new onsite wastewater treatment system (OWTS), HVAC upgrades, and electrical and controls upgrades.

City of Westminster Zone 2 PRV Replacement Project, Westminster, CO – Project Manager for the design of improvements to 11 existing pressure reducing valve vaults along 5 pressure zones. The project included abandoning or replacing potable water pipelines up to 30-inches diameter with pressures up to 165 psi. Pipeline materials included steel, ductile iron, pvc, and asbestos cement. Generated construction documents to demo four existing pressure reducing valve vaults, install two new pressure reducing valve and one air/vac release combination valve vaults, retrofit one pressure reducing valve vault, several direct bury valves, and ancillary potable water distribution pipeline improvements. Ancillary concrete flat work and asphalt was necessary.

City of Lamar Raw Water Transmission Line, Lamar, CO – Project Manager for the design of 35,000 ft of 12" C-900 and 16" C-905 PVC raw water transmission line. Responsible for hydraulic calculations, pipeline alignment, tie-in details and construction documents. Performed construction administration for the duration of the project, reviewing submittals, field engineering for below grade unforeseen conditions, and weekly construction meetings. Provided oversight for final commissioning, including tie-in and switchover, flushing, pressure testing and disinfection.

Town of Nederland Sanitary Sewer Repair, Nederland, CO – Project Manager for the design, public bid and construction administration of cured-in-place-lining (CIPP) of approximately 4,100 ft 8" and 200 ft of 12" sanitary sewer. Work included necessary point repairs of pipe offsets, manhole lining, and lateral-mainline interface seals to reduce infiltration and inflow (I&I) from September 2013 flood damaged sections of sanitary sewer. Assisted Town staff with FEMA coordination, project worksheets and cost estimating.

Berthoud Water Treatment Plant Expansion, Berthoud, CO – Project Manager responsible for the design and permitting of a 2.0 MGD expansion of the water treatment facility to 4.2 MGD firm capacity. Project work includes preliminary design and final design, bidding and construction for 2016 and 2017. Process equipment addition includes coagulation (chemical feed/dispersion), decreasing gradation of flocculation, two-train inclined plate sedimentation, two dual media filters with air scour, high service pump, and caustic corrosion control treatment prior to distribution. Improvements to the solids handling and backwash recovery system includes retrofitting an existing clarifier to a gravity thickener and upgrading a backwash holding basin to a residuals drying bed.

Lamar Lift Station and Headworks Facility, City of Lamar, CO – Project Superintendent for the construction of a wet well and dry well wastewater lift station and headworks facility. Construction of 2,700 LF of 24" SDR 35 gravity sewer and seven precast manholes. Installed 350 LF of 14" DIP forcemain. Coordinated tie in of new system to existing sewer system. Installed a Huber Technology, Rotomat RoK 4 Vertical Screen Size 700 with vertical screw conveyor and compactor. The headworks facility used three flooded suction, centrifugal, dry pit sewage pumps to move all sewage to the wastewater treatment lagoons. Each pump was rated for 90ft of total dynamic head and 1,040 gpm.

Denver Water Cat Reservoir Pump Station and Miller Reservoir, Denver, CO – Field engineer for the construction of a new pump station, intake and outfall structures and rehabilitation of the reservoir lining for Cat reservoir. Upgraded the electrical and instrumentation equipment at existing pump station at Miller Reservoir. Installation of 42" precast concrete pipeline and a 42" steel discharge pipeline. Installed half a mile of class 6 roadbase access road around Cat Reservoir and associated site improvements.



Cooper D. Best

Regional Manager, Environmental Engineering

Education

B.S. Texas A&M University,
Civil Engineering, 2000

M.S. Colorado School of Mines,
Environmental Engineering,
2009

Registration

Professional Engineer:
Colorado, 2005

Professional Organizations

Water Environment Federation

Rocky Mountain Water
Environment Association –
Executive Committee

American Water Works
Association



Project Experience

Project Manager or Engineer of Record for the following Facilities:

Mt. Crested Butte Water & Sanitation District, Mt. Crested Butte, CO. Project Manager and on-call District Engineer for numerous District projects. Wastewater projects include a new UV Disinfection Building, Paradise Lift Station troubleshooting and pump recommendation analysis, Lift Station Building, Process Building Improvements, construction observation, and development review services.

City of Rifle Regional Wastewater Reclamation Facility, Rifle, CO. Project Engineer for the \$23M RRWWRF project. This project was a new facility to replace the two existing lagoon facilities the City historically used to serve areas north and south of the Colorado River. The project included a new interceptor, transfer pump station, outfall, and complete plant process design for biological treatment using oxidation ditches. Also provided construction observation and project closeout services.

Town of New Castle WWTF, New Castle, CO. Project Engineer for \$8M expansion and upgrade of the treatment facility to 0.6 MGD. Design components include new aeration basins, digesters, odor control, RAS/WAS building, clarification, biosolids dewatering, and plant SCADA control system. Design of biological treatment process for ammonia and nitrogen removal based on Kruger Kaldnes HYBAS process, an integrated fixed film activated sludge process.

City of Glenwood Springs WWTF, Glenwood Springs, CO. Project Engineer for the \$28.5M Glenwood Springs WWTF improvement and relocation project. Project include the expansion and relocation of the existing wastewater treatment facility to a location approximately three miles west of the City. The project involved permitting and design of a new 2.0 MGD advanced wastewater treatment facility, a 9.0 MGD peak flow lift station and roughly three miles of force main.

Mesa County Whitewater Lift Station Hydrogen Sulfide Abatement Project, Whitewater, CO. Project Manager to investigate odor control alternatives to reduce hydrogen sulfide concentrations from the Mesa County Whitewater Lift Station and forcemain. The Whitewater Lift Station discharges wastewater to the Clifton Sanitation District via dual 8-inch and 10-inch forcemains that are approximately 13,000 feet long. The low influent flows to the Lift Station require pumps to cycle only once per day resulting in several days of retention within the forcemain. Anaerobic conditions in the forcemain create excessive hydrogen sulfide concentrations in the wastewater. The project evaluated alternative technologies to abate hydrogen sulfide formation. The County's preferred solution was to add calcium nitrate into the lift station wetwell. JVA designed and completed a four-month long calcium nitrate pilot with Evoqua and successfully reduced concentrations to non-detectable limits.

City of Grand Junction, Grand Junction, CO – Project Manager for several water and wastewater projects including the Persigo WWTP Influent Wet Well Rehabilitation, Water Treatment Plant Upgrades and the Parks Raw Water Irrigation project. The raw water project included the repair of a pre-1940's era concrete lined basin. The basin measured 390 feet by 264 feet and had thousands of feet of joints and exhibited evidence of leaking. JVA evaluated several repair options and with input from the City a polypropylene geomembrane membrane liner was selected for this project. The Persigo WWTP project involved the inspection of cast-in-place concrete structures that exhibited varying degrees of corrosion due to hydrogen sulfide exposure. For this project JVA worked with coating manufacturers to develop a rehabilitation and coating system that would provide long term protection to the affected structures. Current projects include a forcemain feasibility study for the Tiara Rado Lift Station, design and permitting to replace the Ridges lift station and waterline design.

Clifton Sanitation District WWTF Effluent Diffuser Feasibility Study, Clifton, CO. Project manager for a detailed feasibility analysis to explore the advantages and options to install an effluent diffuser system for the District's WWTF. The study included preliminary planning and effluent diffuser design as well as hydraulic analysis and cost estimating.

Meeker Sanitation District WWTF & Collection System Assessment, Meeker, CO. Project Manager to conduct a detailed analysis of the District's WWTF and Collection System. The project included televising and analyzing video of over 18 miles of the collection system and evaluating options including costs for repair and replacement. The project also included a comprehensive evaluation of the District's WWTF including major process equipment, concrete and steel structures, H₂S corrosion, electrical and mechanical systems. The evaluation investigated alternatives and developed recommendations for improvements including budgetary costs.



Mandy M. Rasmussen

Regional Manager, Environmental Engineering

Education

M.S. Colorado State University,
Environmental Engineering
course work, 2006-2008

B.S. Colorado State University,
Environmental Engineering,
2006

Registration

Professional Engineer:
Colorado, 2014

Professional Organizations

Rocky Mountain Water
Environment Association

Water Environment Federation

American Water Works
Association

Colorado Foundation for Water
Education



Project Experience

Project Manager or Engineer for the following Facilities and Utilities:

Town of Berthoud Water and Wastewater Master Plans, Berthoud, CO – JVA has worked with the Town of Berthoud on several projects since 2010 and Mandy has been serving as the On-Call Water and Wastewater Engineer since 2012. JVA completed water and wastewater system Master Plans for the Town of Berthoud in 2011 and recently updated these plans in 2017. JVA uses these master plans and the hydraulic model of the distribution system to assist the Town with development reviews, growth and planning for water and wastewater systems, Master Plan updates, rate analyses, and all associated permitting, design and construction administration services. The rate study components were completed concurrent to the master plan project by JVA partnering with Raftelis Financial Consultants. The master plan update was comprised of site visits to evaluate the existing systems, review of available data, alternatives analysis with recommendations, coordination with the Town, and preliminary design of the preferred alternatives. Each capital improvement plan (CIP) project was prioritized using a matrix that included the Town insight, need, criticality, cost and probability of failure. JVA and the Town have continued to review the CIP project priority list to complete the design and construction of the highest priority projects.

Grand Junction On-Call Engineering Services, City of Grand Junction, CO – Conducted various hydraulic model analyses for the City's potable water, sanitary sewer, and raw water irrigation systems as part of the on-call engineering services. JVA is currently involved in the sanitary sewer master plan update and a lift station elimination project.

Mount Crested Butte Water and Sanitation District, Sanitary Sewer I/I Study, Mount Crested Butte, CO – Coordinated a temporary flow monitoring program to identify areas with the most inflow and infiltration (I/I) to the sanitary sewer collection system. The resulting I/I study completed as part of the District's discharge permit compliance schedule, included analysis of the flow monitoring data, review of water usage data to estimate population and determine the per capita I/I for the system, and recommendations for annual I/I mitigation.

Prospect Mountain Water Distribution System Improvements, Town of Estes Park, CO – Project Manager responsible for the design of the water main distribution replacement, new booster pump station, and new storage tank for the Prospect Mountain service area in the Town of Estes Park. This project consisted of a preliminary engineering report, environmental report, loan application through the United States Department of Agriculture (USDA) Rural Development (RD) program, and over 30 new private property easements. To achieve the required design schedule for 30,000 LF of water distribution mains, the available Town GIS information was used to complete the preliminary design concurrent to completing the topographic survey.

Berthoud Parkway Sanitary Sewer, Berthoud, CO – Three developments within the Town of Berthoud all required a common trunk sewer through each development to satisfy the Town's master plan and development agreements. JVA worked with the Town to review the developer utility plans to confirm all sewer capacity requirements were met and to establish the reimbursement criteria for upsized sewers. JVA performed construction administration on behalf of the Town for all work within the three developments including 18,000 feet of 10-inch to 18-inch sanitary sewer, a Colorado Department of Transportation (CDOT) Highway 287 auger bore with casing crossing, and a private irrigation ditch hammer bore with casing crossing. JVA also prepared design documents for a 4,200 foot 18-inch sanitary sewer extension to connect the new Berthoud Parkway Sanitary Sewer to the Dry Creek Interceptor Sewer and optimize sewer capacity available throughout the Town of Berthoud.

Consumer Advocate for California Public Utilities Commission Rate Cases, Various Locations – Utilities Engineer responsible for the review of water main replacement programs, asset management, master plans, surface water treatment plant upgrades, groundwater well replacements, installation of recycled water infrastructure, meter replacements, tank and reservoir rehabilitation projects, and utility rate designs. Duties included discovery, data analysis, and written testimony in the review of investor-owned water utility rate increase requests associated with capital improvements. Responsibilities also included preparing cost-benefit analyses, policy reviews of rate structure design, revenue projections, source of supply planning, and urban water management planning, as well as defending written testimony by testifying orally in evidentiary hearings before an administrative law judge.



Laurie A. Laos

Senior Project Engineer, Environmental and Civil Engineering

Education

M.S. Civil Engineering,
Colorado State University, 2014

B.S. Environmental
Engineering, University of
Wisconsin-Platteville, 2008

Registrations

Certified Floodplain Manager

Professional Organizations

AWWA



Project Experience

Design and Project Engineer for the following projects:

Town of Mead Sanitary Sewer Master Plan, Mead CO. Coordinated with Town Staff and survey firm to collect manhole rim, pipe invert, size and material information for the entire existing sanitary sewer system. Created a model using the free EPA Stormwater Management Model (SWMM) software of the system converting the survey data from AutoCAD to a GIS database that include not only the surveyed data, but also hyperlinks to the available plans and sewer video data and the identified defects within the sewer system based on the video data. The defect information, pipe material, and capacity data was used to create a capital improvement plan within the master plan report that identified areas of interest that were in need of repair replacement and rehabilitation. The model flows were developed using the wastewater treatment plant influent flows and property information. Inflow and infiltration was encompassed in the wastewater flows. Future buildout scenarios were completed including creating preliminary alignments of the future sewer system and assumed influent flows. Capacity of the system was analyzed based on the maximum flow depth to diameter ratio and velocity of the pipes was also considered.

Colorado State University Civil Engineering Department, Fort Collins, CO. Created Colorado State University's (CSU) sanitary sewer model through the use of as-built plans and drawings, a contour surface, aerial imagery, GIS data, staff knowledge and manhole depth measurements. The model was built using EPA SWMM program. Flows were developed using measured water use data. Created flow diurnal curves to represent dorms and education buildings. The model included a lift station that required site visits to confirm design parameters and coordination with staff on pumping rates. Updated the model as information was provided. Analyzed a ten year future development and redevelopment campus plans and provided feedback on areas of interest within the system that would have capacity concerns with the developments. Continue to work with CSU on analyzing their sewer model whenever new development occurs or questions arise.

Grand Junction Ridges Lift Station Alternatives Analysis, Grand Junction, CO. Used the Town's existing Infosewer model to pull relevant information and create a new model using SWMM for the Rosevale, Ridges and Brach's sewersheds. Evaluated a new alignment and lift station, Power Road, to combine the Ridges and Brach's lift stations and flows and eliminate the lift stations while reducing flows to the Rosevale lift station. Proposed a preliminary gravity and forcemain alignments and location of the new Power Road lift station using the Town GIS data including contours, Infosewer influent flows and diurnal curves, existing utilities, parcels, and floodplain boundaries. Modeled the new alignment and buildout flows to confirm the proposed design is feasible and will not create capacity issues within the system.

Mount Crested Butte Water and Sanitation District, Hunter Ridge Development Analysis and Trunk Main Sewer Analysis, Mount Crested Butte, CO. Created sewer models for the analysis of the Hunter Ridge Development and the backflow discharge of the water treatment plant into the sewer system using flow meter data, plant influent data, LiDAR, depth measurements, site plans, County data, and aerial imagery. Industry standards and flow data was used to determine existing and buildout flows. Evaluated the existing and buildout capacity of the system with and without the Hunter's Ridge development to ensure the development flows would not cause capacity issues within the system. Analyzed the maximum discharge flow from the water treatment plant and the appropriate time period to discharge into the sewer system that would reduce the chances of surcharge within the system based on peak flow data and capacity of the system.

Hydraulic Water Modeling for the Evergreen Metropolitan District, Evergreen, CO – Project engineer for a CAD-based hydraulic modeling project for the District's water distribution system. This project included the creation of a hydraulic model to analyze the District's ability to serve a future development that is at a high point in the water system. Created a hydraulic profile to determine the pressure zones and accurately model the system. Used the District's SCADA system, pump curves, tank operating levels, prv information, hydrant flushing data and customer billing data to calibrate the model and determine if there is enough pressure to serve a new development.



Melissa L. Rhodes

Senior Project Engineer, Environmental Engineering

Education

M.S. Colorado School of Mines,
Environmental Science and
Engineering, 2010

B.S. Colorado School of Mines,
Environmental Engineering,
2010

Registration

Professional Engineer:
Colorado, 2015

Professional Organizations

RMWEA Industrial Pretreatment
Committee

Water Environment Federation
(WEF)



Project Experience

North Table Mountain Water and Sanitation District Water Treatment Plant Expansion, Arvada, CO – Sr. Project Engineer for the design, permitting, and construction administration of a water treatment plant expansion. The project included preliminary design, 60 percent design and assistance with the Construction Manager at Risk (CMAR) procurement for the expansion. The project includes a new administrative building, metering vault improvements, expansion of the ballasted flocculation pretreatment process, new conventional filters, chemical system improvements, clearwell baffling, a new valve vault, backwash automation, new OWTS, HVAC upgrades, and electrical and controls upgrades.

Town of Windsor Biosolids Evaluation and Planning Study, Windsor, CO – Senior project engineer for the completion of a study evaluating the existing biosolids facility condition and capacity, as well as evaluating future stabilization options to help the Town handle future growth. This study also included a regulatory assessment of the Town's ability to meet Biosolids Regulation No. 64, design calculations to size future biosolids treatment and storage upgrades, as well as a recommendation on a path forward.

City of Northglenn Biosolids Handling Plan, Northglenn, CO – Senior project engineer for the development and preparation of the City's WWTF biosolids management program. The project involved an overall assessment of the City's current biosolids management, then developing a template-based program for meeting Biosolids Regulation No. 64. Standard operating procedures (SOPs) were prepared and Excel-based conditional formatting was used to develop user-friendly templates and checklists for the City to prepare Letters of Intent and to sample, monitor, track, and report biosolids sent to land application sites.

City of Ouray Wastewater Master Plan, Ouray, CO – Senior project engineer for the completion of a new wastewater master plan for the City of Ouray. The master plan update included population projections to estimate future flow and loading values, as well as an alternatives analysis for different technologies to replace the existing secondary treatment lagoons, and recommendations on ways to manage or decrease influent flow.

West Glenwood Sanitation District Site Location Application Amendment, Glenwood Springs, CO – Project Engineer for developing and submitting a Site Location Application Amendment for proposed wastewater treatment facility improvements. The District intended to upgrade the aeration system to in order to optimize energy savings and to replace the aging dewatering equipment which has reached the end of its useful life.

City of Idaho Springs Wastewater Treatment Facility Expansion, Idaho Springs, CO – Project engineer for permitting and detailed design of an expansion of the existing wastewater plant. Project involves a detailed evaluation of various treatment technologies to meet increased flows, loads, and regulatory discharge requirements and design of upgrades for a \$6.0 WWTF expansion. This expansion includes new headworks with mechanical screen, grit removal and flow monitoring, influent equalization, conversion of the sequencing batch reactors to aerobic granular sludge (AGS), effluent equalization, new digesters, and relocation of the dewatering facility.

Town of Crested Butte Water Treatment Plant Improvement Project, Crested Butte, CO – Project engineer for the design of a treatment plant expansion project for the Town's existing membrane filtration water treatment plant. The expansion project featured an increase in the system capacity from 1.25 MGD to 1.66 MGD, redesigned chemical pretreatment system to optimize treatment efficiency and improve system hydraulics, and a building expansion to improve operability and access to process equipment. As part of this effort, funding from DOLA and SRF was facilitated to finance the construction.

West Jefferson County Metropolitan District Wastewater Treatment Facility Expansion, Evergreen, CO – Sr. Project Engineer for permitting and detailed design of new secondary treatment process for existing facility. Project involves BioWin modeling for design of new secondary treatment process focusing on enhanced biological phosphorus removal, based on A2O process.

Town of Nederland Wastewater Treatment Facility Solids Process and Handling Facility Design, Nederland, CO – Sr. Project Engineer for the design and permitting of a solids process and handling facility for the existing wastewater treatment plant. The primary goals of the Town were to reduce odors, reduce operation costs, improve sustainability, comply with regulations, and reduce the carbon footprint of the current solids processes. Design includes aerobic digestion and a screw press for mechanical dewatering.

Todd Cristiano

PROJECT MANAGER Senior Manager



PROFILE

Todd has nearly 20 years of utility finance experience—14 years as a consultant to utilities and 6 years as the Manager of Rates at Denver Water. He has completed studies across the U.S. for water, wastewater, stormwater, electric, and gas utilities. His experience covers technical areas and industries such as municipal fee development, utility cost-of-service and rate structure studies, economic feasibility analyses, impact fee studies, and budget processes. While at Denver Water, he oversaw four significant rate- and fee-related studies, all unanimously approved by the Board of Water Commissioners, and also served as interim budget manager at Denver Water. As a member of the AWWA, he has helped to develop industry guidelines regarding financial and rate-making practices. In particular, as the current Chair of the AWWA Rates and Charges Committee, he co-authored the water reuse chapter in the latest edition of *Manual M1, Principles of Water Rates, Fees and Charges*. Todd is also co-instructor for the AWWA's biennial Financial Management: Cost-of-Service Rate-Making Seminar.

KEY PROJECT EXPERIENCE

Town of Eagle (CO)

Todd served as the project manager on this engagement. The Town had retained a consultant in 2016 to develop a financial plan and rate design for their water utility. Following iterations of the report and feedback from stakeholders, the Town requested Raftelis to conduct a peer review of the Excel model, results, and provide any recommendations on the study. Raftelis worked with the Town's consultant, reviewed detailed billing data, financials, rate design options and the Excel model's structure. Overall, Raftelis found the assumptions and results of the model sound, accurately documented, and the financial plan projections were reasonable based on the assumptions provided by the Town. We provided comments on the Consultant's rate design options as they related to meeting conservation goals, equity, and impact to customers. We provided a technical memorandum summarizing our results. This memorandum was presented to the Town's Board of Trustees for review and comment.

City of Aspen (CO)

Todd served as the project manager on this engagement. The City of Aspen (City) retained Raftelis to conduct a technical review of their consultant of record's most recent water and electric rate study. Raftelis reviewed the consultant's rate study and determined that a complete revision was required. The City had developed its own financial plan but requested an update using rate revenue projections based on detailed billing data. Raftelis used the City historical billing to project rate revenues over the 5-year period. Based on that data, Raftelis was able to develop the necessary revenue adjustments over the study period.

The City also requested a new cost-of-service and rate model. The cost-of-service model included a unique cost allocation methodology. Instead of the traditional water allocations of average day, peak day, peak hour and customer costs, the City uses a potable cost allocation separated into four functional cost areas - Demand, fire, pumping, and variable charge.

Specialties

- Financial planning
- Cost-of-service & rate structure studies
- Litigation support
- Economic feasibility analyses
- Impact fee studies - utility & non-utility
- Reviews of policies, procedures, & operating practices
- Budget processes

Professional History

- Raftelis: Senior Manager (2019-present); Manager (2017-2018)
- Stantec (2016-2017)
- Denver Water: Manager of Rates (2010-2016)
- Malcolm Pirnie-Arcadis-US (2005-2010)
- Black & Veatch (1998-2005)

Education

- Master of Business Administration - University of Colorado (2003)
- Bachelor of Science in Chemical Engineering - University of Tulsa (1995)

Professional Memberships

- AWWA: Chair of Rates & Charges Committee
- WEF

They also have a fifth non-potable component for raw water customers. These functional areas also serve as the rate structure components.

We allocated line operation and maintenance costs, their capital program, debt service, and changes in reserves. The City had determined that they were incurring significant increases in fire-related costs. This was due in part to increased operations and maintenance associated with maintaining the various fire-related facilities and capital costs associated with fire protection. The City's topography and customer density presents a number of challenges with having a system properly sized for fire protection.

Instead of customer classes, each customer's rate structure is based on the number of equivalent capacity units or ECUs. The four cost components in the cost-of-service analysis also serve as the rate structure components. ECUs are based on the number of fixtures in the dwelling. Demand and fire charges are assessed on a per ECU basis, pumping is assessed on volume of water pumped to the residence. There are three levels of pumping. The variable charge thresholds (a 5-tiered increasing block structure) are also based on the number of ECUs.

City Council had provided direction that they wanted to mitigate rate shock to low volume users. Raftelis designed a rate structure module allowed City staff to transition to cost-of-service over multiple years, while still recovering the overall annual revenue requirement. Todd presented the cost-of-service approach to City Council in August 2018. The final cost-of-service analysis and rates is anticipated to be complete in time for their 2019 budget approval in October 2018.

City of Durango (CO)

Todd served as the project manager on this engagement. The City of Durango (City) retained Raftelis to conduct a comprehensive, independent assessment of its water and wastewater utilities and provide recommendations on revenue adjustments, cost of service and rate design. The City's broad objective of the study was to adequately fund water and wastewater utility operations, foreseeable capital costs, and any future bonded debt, which will be supported by the proposed rates. The study included a comprehensive review of the City's water and wastewater funds and budgets, an inventory of the water and wastewater capital assets, customer classes, current usage data, future planned service area growth, and any other information deemed necessary. This analysis included a review and update of the City's water and wastewater plant investment fees. The City also requested a review of the rate differential between inside City and outside City customers.

The City's last comprehensive study was completed in 2014 which recommended large rate adjustments to fund an upcoming wastewater treatment construction project and a water treatment plant. The wastewater treatment plant is nearing completion and the City has continued to focus efforts on ongoing repair and replacement. The water plant is projected to be constructed over the next few years. Its primary purpose is to provide redundancy and provide for some growth in the system. The water capital program also included ongoing repair and replacement projects. Raftelis prepared several water financial plan alternatives for staff's review and review by the City's Public Utility Commission's stakeholder group. Raftelis also developed cost-of-service-based rates for inside and outside City water and wastewater customers. As an alternative, Raftelis also developed outside City rates based on a rate differential (i.e. higher rates for outside City). This rate was developed based on the premise that the density of customers outside the City was lower than inside City. This lower density required more distribution infrastructure to serve outside City customers. Raftelis calculated a density ratio for inside and outside City customers based on the number of accounts per length of main. This ratio was applied to distribution-related costs in the cost-of-service analysis to arrive at a rate differential for inside and outside City customers.

Raftelis also updated the City's plant investment fees considering the replacement costs of current assets. Because there is sufficient capacity in the current system, no future expansion costs were included in the fee. The 3/4-inch meter equivalency used to develop the 3/4-inch meter fee was based on peak demand for all 3/4-inch meter water users and 3/4-inch meter average winter flows for wastewater.

City of Craig (CO)

Todd served as project manager on this engagement. Todd also served as project manager on a similar study completed for the City of Craig (City) in 2008. The City retained Raftelis to conduct a comprehensive water and wastewater rate study. Increased federal regulations for the wastewater utility were going to significantly impact the rates over the next 10 years. Regulatory and replacement wastewater treatment plant projects included new sludge ponds, equalization basin, and clarifier improvements. In addition, both the water and wastewater utilities were facing increased repair and replacement costs. The water utility had projected over \$7.5 million in distribution system and tank repairs. The wastewater utility had an estimated \$3.6 million in collection system improvements. Compounding these project costs was the lack of growth in the City. Raftelis developed separate 10-year cash flows for each utility and examined various alternatives for state loan funding and grant proceeds. Results were presented at a City Council meeting. The proposed revenue adjustments were adopted for 2019.

City of Golden (CO)

The City of Golden (City) provided water, sewer, and drainage services to approximately 5,400 customers through separate self-supporting enterprise funds. Rates charged for services must be adequate to support maintenance and operations, debt service, capital improvements, asset reinvestment, and transfers for general administration. This City requested a comprehensive financial and rate analysis on their water, wastewater, and stormwater utilities. They wished to focus on the rate structures, updates to the cost-of-service with recommendations on the best alternatives for equitable and sustainable revenue recovery by each customer class. The last cost-of-service study was completed over 10 years ago. Also part of this study was convening a Utility Rate Citizens Committee (URCC) to review and provide recommendations on rate alternatives based on identified pricing objectives. Raftelis developed rate alternatives for each utility.

For stormwater, of particular interest was improving the equity between residential and commercial customer classes. The existing residential fee is on a per dwelling unit basis and commercial is based on individual impervious area. Raftelis developed a impervious area fee for both residential and commercial. This increased the residential fee and reduced the commercial fee. The City adopted the new rates and rate structures for 2020.

OTHER PROJECT EXPERIENCE

- Bancroft-Clover Water District (CO) - Water and wastewater cost-of-service and fee study
- Town of Berthoud (CO) – Water and wastewater rate and fee study
- City of Boulder (CO) – Water budget rate study and plant investment fee study
- Breckenridge Sanitation District (CO) – Wastewater impact fee study
- Denver Water (CO) – Water rate design, cost allocation model, and system development charges
- Town of Dillon (CO) – Water and wastewater rate and fee study
- Town of Erie (CO) – Water and wastewater rate and fee study
- City of Fort Collins (CO) – Water and wastewater rate and fee study
- City of Glendale (AZ) – Water and Wastewater Rate Study
- City of Grand Junction (CO) – Wastewater financial plan
- City of Great Falls (MT) – Water and wastewater financial plan
- City of Greeley (CO) – Water and wastewater cost-of-service update
- Town of Marana (AZ) – Water and water reclamation financial plan, rates, and fees study
- City of Prescott (AZ) – Water and wastewater rate and fee study
- Pueblo Wastewater (CO) - Wastewater rate and fee study
- Pueblo West Metropolitan District (CO) – Water and wastewater rate and fee study
- City of Salt Lake City (UT) – Water, wastewater, and stormwater rate and fee study
- City of Sheridan (WY) – Water and wastewater rate and plant investment fee analysis
- Three Lakes Water and Sanitation District (CO) - Water and wastewater financial plan
- City of West Jordan (UT) – Financial planning and cost-of-service study

Hannah Palmer-Dwore

LEAD ANALYST

Consultant

PROFILE

Hannah has a diverse background including natural science, natural resource management, and quantitative analysis. Her expertise includes geospatial analysis and modeling, technical report writing, and data management.

KEY PROJECT EXPERIENCE

City of Golden (CO)

Hannah is currently serving as lead consultant on the City of Golden's (City) water, wastewater, and stormwater comprehensive financial analysis and rate study. The City wished to focus on the rate structures and updates to cost-of-service. To identify rate alternatives, the City convened a Utility Rate Citizens Committee (URCC) to review and provide recommendations on pricing objectives. Hannah prepared financial plans, cost-of-service analysis, and created rate alternatives based on URCC recommendations for each utility. Hannah obtained and analyzed impervious area data for residential and non-residential customers to ensure equitable revenue recovery between classes. This study is ongoing and will be completed in Spring 2020.

Crestview Water and Sanitation District (CO)

Hannah served as the lead consultant on a water and sewer rate study for the Crestview Water and Sanitation District (District). The District sought to update its comprehensive financial plans as well as analyze the performance of existing rate structures. Hannah prepared financial plans for each utility with a focus on funding capital projects while minimizing revenue increases. She also analyzed historical consumption data to recommend an update to water rates.

OTHER PROJECT EXPERIENCE

- City of Evans (CO) – Cost-of-service and financial plan study
- Town of Erie (CO) – Water, wastewater, and drainage rate and connection fee study
- City of Thornton (CO) - Stormwater utility feasibility study
- City of West Jordan (UT) – Wastewater and stormwater cost-of-service and financial plan study
- City of Phoenix (AZ) – Storm drainage impact fee study
- City of Reno (NV) – Stormwater feasibility study
- City of Pocatello (ID) – Wastewater cost-of-service and rate study
- City of Buckeye (AZ) – Water and wastewater IIP and DIF study
- City of Sheridan (WY) - Water and wastewater rate and plant investment fee analysis
- Three Lakes Water and Sanitation District (CO) – Cost-of-service study
- Eagle River Water and Sanitation District (CO) – Water budget analysis study



Specialties

- Geospatial analysis
- Rate modeling & forecasting
- Water utility financial management & planning
- Statistical analysis & data management
- Technical report writing

Professional History

- Raftelis: Consultant (2019-present); Associate Consultant (2017-2018)
- Colorado Parks & Wildlife: Policy & Planning Assistant (2017)
- National Geographic's Big Cats Initiative: Consulting Intern (2015-2017)
- American Rivers: River Restoration Intern (2016)

Education

- Master of Environmental Management, Ecosystem Science & Conservation - Duke University Nicholas School of the Environment (2017)
- Geospatial Analysis Certificate (2017)
- Bachelor of Arts in Organic Chemistry & Theater - Sarah Lawrence College (2009)

Professional Membership

- AWWA
- WEF
- American Planning Association (APA)

CHRISTOPHER J. SANCHEZ, P.G.

Principal - Hydrogeologist

EDUCATION

B.A. in Geology, 1994, The Colorado College, Colorado Springs, Colorado

Emphasis in ground water geology. Received Distinction for completing a senior thesis entitled "Analysis of Lawn Irrigation Return Flows in the Southeast Denver Area". Recipient of the Donald B. Gould Scholarship Award in Geology.

Graduate course work at the University of Colorado, Denver.

Graduate course work at Colorado School of Mines.

PROFESSIONAL

American Water Resources Association – Colorado Section - President, Board of Directors, 2004

American Water Resources Association - National Section

Colorado Ground Water Association

National Ground Water Association

Association of Ground Water Scientists and Engineers

Geological Society of America

REGISTRATION

Registered Professional Geologist in the State of Wyoming. PG-3248

Registered Professional Geologist in the State of Utah. PG 5552449-2250

EXPERIENCE RECORD

1994-Present

Bishop-Brogden Associates, Inc., Englewood, Colorado.

Principal, Hydrogeologist. Responsible for studies of ground and surface water supplies. These studies have included water demand and supply investigations, water rights and water supply planning, water supply well field implementation, ground water modeling, ground and surface water quantifications, analyses of water rights administration and injury, analyses of ground water/surface water interaction, historic use water rights analyses, water rights augmentation plan development, water rights valuations, drainage basin yield analyses, geologic analyses, geophysical log interpretation, and structural geology concerning ground water supplies and water rights issues. Responsible for well construction management, well rehabilitation implementation and analyses, pumping test management, pumping test data analysis, and expert testimony for water and civil court proceedings.

CHRISTOPHER J. SANCHEZ - Continued

- Summer 1993 Bishop-Brogden Associates, Inc., Englewood, Colorado.
Intern. Completed an analysis of lawn irrigation return flows in the southeast Denver area. Provided support for various client projects.
- Summer 1992 Keck Geology Consortium, Quetico Wilderness, Ontario, Canada.
Research Program Participant. Mapped the geology of regional fault zone. Analyzed and interpreted structural geologic data. Co-wrote abstracts for publication.

PUBLICATIONS

“Groundwater and Aquifer Mechanics – Part I: American Bar Association, Section of Environment, Energy and Resources, 32nd Annual Water Law Conference Proceedings, Las Vegas, NV, June 2014 (co-author: Timothy A. Crawford P.G.).

“Considerations for Analyzing Colorado Ground Water: A Technical Perspective: University of Denver Water Law Review, Volume 15/Issue 1/Fall 2011 (co-author: Luke W. Harris, P.E.).

“Monitoring and Management of Nonrenewable Ground Water Resources – Case Study: Denver Basin Aquifers”, American Water Resources Association 2006 Summer Specialty Conference – Adaptive Management of Water Resources, Conference Proceedings, June 26-28, 2006 (co-author: Daniel O. Niemela).

“Drilling Fluid Loss Events in the Denver Basin Aquifers”, H2GEO: Geotechnical Engineering For Water Resources, Geotechnical Practice Publication No. 2, Proceedings, October 22, 2004 (co-author: Michael McHugh).

“Practical Approaches to Water Supply Investigations in Fractured Rock Aquifers in Colorado and Related Case Studies”, Fractured Rock Aquifers 2002, National Ground Water Association, March 13 -15, 2002.

“Structure of the Side Lake Shear Zone from Central Kahshahpiwi Lake to Northern Keefer Lake, Quetico Provincial Park, Southern Ontario”, Sixth Keck Research Symposium in Geology, 1993, and Geological Society of America, North-Central Section, 27th Annual Meeting, 1993 (co-author: Andrea L. Troolin).

EXPERT TESTIMONY PROVIDED

Hearings before Colorado Mined Land Reclamation Board and Pueblo County Planning Commission on behalf of Fremont Paving and Ready Mix for Mining Permit, Permit No. M-2016-009 and County Special Use Permit, respectively, January 2017.

Hearing before Colorado Mined Land Reclamation Board on behalf of Transit Mix Concrete CO., Permit No. M-2016-010, October 2016.

CHRISTOPHER J. SANCHEZ - Continued

Testimony before Pueblo County District Court Division D, Case No. 2011CV313, regarding Surface and Ground Water Impacts of the SDS Pipeline Construction and Reclamation at the Walker Ranch, 2014 and 2015.

Hearing before the State Engineer, SEO Case No. 12-SE-11, Applicant: Gilpin County, regarding 600-ft spacing well permitting matter, February 2013.

Hearing before the Colorado Oil & Gas Conservation Commission, Docket No. 1211-RM-03, Re. Statewide Groundwater Monitoring & Sampling Rules, on behalf of Western Colorado Congress & Grand Valley Citizens Alliance, December 2012.

Hearings before the State Engineer regarding Produced Nontributary Ground Water Rules, Coal Bed Methane and Non-Coal Bed Methane Oil and Gas Wells, Proposed Alternate Rules, December 2009 and January 2010.

Case No. 03CW099 and 03CW177, Well Augmentation Subdistrict of the Central Colorado Water Conservancy District and South Platte Well Users Association, on behalf of City of Sterling and South Adams County Water and Sanitation District, Division 1 Water Court, March 2006.

PROPOSED AGREEMENT

**JVA, INC.
GENERAL CONDITIONS
FOR
ENGINEERING SERVICES**

These General Conditions are attached to and made a part of the preceding Letter Agreement between the stated CLIENT and JVA, Inc. (JVA). Any specific provision of the Letter Agreement which conflicts with provisions of these General Conditions supersedes the conflicting provisions of these General Conditions.

CLIENT and JVA agree in respect to the performance of professional engineering services by JVA and the payment for those services by CLIENT as set forth in the Letter Agreement and below.

JVA shall provide professional engineering services for CLIENT in all phases of the Project to which the Letter Agreement applies, serve as CLIENT's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to CLIENT during performance of services hereunder.

SECTION 1 - BASIC SERVICES OF JVA

1.1 Scope of Services

JVA shall perform professional services as defined in the Letter Agreement.

1.2 Copies of Documents

Unless specifically provided for in the Letter Agreement, JVA shall furnish one reproducible set of instruments of services, as appropriate, at the end of each project phase. Additional copies will be supplied at JVA's costs of printing and distribution, plus a reasonable profit. At the end of the project, JVA will provide the CLIENT with an electronic record of the construction drawings.

1.3 Construction Phase.

If the project includes a Construction Phase, JVA shall perform the professional services stated in the Letter Agreement subject to the following:

1.3.1. JVA shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of contractor's work. JVA shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). JVA shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

1.3.2. Insofar as jobsite safety is concerned, JVA is responsible solely for its employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of JVA, nor presence of JVA or its employees and subcontractors, shall be construed to imply JVA has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CLIENT agrees that the construction Contractor(s) is solely responsible for jobsite safety, and this intent shall be made evident in CLIENT's agreement with the construction Contractor(s).

1.3.3. CLIENT acknowledges that JVA will not be a party to any construction contract and that all authority and responsibility to reject work or stop work is Owners as a party to the construction contracts. JVA shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an arbitrator or interpreter of the Contract Documents.

1.3.4. By recommending payment to others, JVA will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by JVA to check the quality or quantity of the work or to review the associated means, methods, sequences, techniques or procedures of construction or safety precautions or programs. JVA has made no examination to ascertain how or for what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances. By recommending payments to others, JVA does not imply that others have completed their work exactly in accordance with the Contract Documents.

1.3.5. The duties and obligations of JVA are expressly conditional upon each Contractor representing the status of the project completions with reasonable accuracy and submitting complete and accurate data. Any observations made as the result of inaccurate representations of project status are beyond JVA's control and shall be compensated as an Additional Service. Additional reviews of data due to any Contractor(s)' failure to submit accurate and complete data are beyond JVA's control and shall be compensated as an Additional Service.

1.3.6. JVA shall not be responsible for the acts or omissions of any Contractor(s), or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except JVA's own employees' and agents' negligent acts or omissions) at the site or otherwise performing any of the Contractor(s)' work.

1.3.7. If CLIENT does not authorize the professional services of JVA to extend to or include Construction Administration services, including site observation of the contractor's work or performance, CLIENT acknowledges that JVA has exercised its professional judgment in preparing instruments of service, and that JVA does not warrant a specific result; that the instruments of service are not warranted to be free of error or omission, and that situations may arise during the construction of the Project when interpretations or corrections to the instruments of service will be required.

1.3.8. CLIENT agrees that JVA cannot certify that certain conditions exist when JVA cannot assure they exist. Accordingly, JVA cannot sign any certification, no matter by whom requested, that would result in JVA certifying the existence of conditions whose existence JVA cannot assure.

1.4 Delay

The duties and responsibilities of JVA are expressly conditioned upon the expectation that the project will proceed expeditiously and will not be impeded by the acts or omissions of any Contractor(s) or of CLIENT. Delay of project completion for reasons beyond JVA's control will result in Additional Services, which shall be compensated as provided in Section 2.

SECTION 2 - ADDITIONAL SERVICES OF JVA

2.1 If authorized by CLIENT, JVA shall furnish or obtain from others Additional Services which are outlined but not included in the Letter Agreement; these will be paid for by CLIENT as indicated in Section 5.

2.2 Where maximum or "not-to-exceed" fee amounts are identified in the Letter Agreement, Payments for Additional Services and Reimbursable Expenses associated with the Basic and Additional Services shall not be subject to the maximum payment amounts unless expressly included, but Additional Services may be subject to a separate maximum payment amount, negotiated at the time JVA is directed by CLIENT to provide such Additional Services.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

3.1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability and any budgetary limitations; all available information pertinent to the Project including previous reports and other data relative to design or construction of the Project; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

3.2. Furnish to JVA, as required for performance of JVA's Basic Services, data prepared by or services of others, including without limitation, field control surveys and establish reference points and base lines; core borings, probings and subsurface explorations, soils report, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing; (?); property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; all available data describing existing facilities; zoning, deed and other land use restriction; and other special data or consultations not covered above. CLIENT shall provide drawings to reasonable scale with data sufficient to allow JVA to understand and analyze the project.

3.3. Arrange for access to and make provisions for JVA to enter upon public and private property as required for JVA to perform its services.

3.4. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by JVA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of JVA. Give prompt written notice to JVA whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of JVA's services,

3.5. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Provide all advertisements, notices, postings required by law or customary usage including, but not limited to, those required by regulatory or other governmental bodies, solicitations, invitations or advertisements for bid, offer or proposal, and advertisement pursuant to project close out, or notification of potential lienholders or claimants. Include in any construction contracts entered into as a part of this project, any and all clauses, terms, conditions or provisions necessary to give this Letter Agreement full force and effect.

SECTION 4 - PERIOD OF SERVICE

4.1. JVA will perform its professional services in a timely manner consistent with customary professional practices. If CLIENT has requested, or the construction process results in, significant modification or changes in the extent of the Project, the time of performance of JVA's services and its various rates of compensation shall be adjusted appropriately.

4.2. If JVA's services for design or during construction are delayed or suspended in whole or in part by CLIENT for more than 90 calendar days for reasons beyond JVA's control, JVA shall on written demand to CLIENT (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond JVA's control, or if JVA for any reasons is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be equitably adjusted.

SECTION 5 - PAYMENTS TO JVA

5.1 Methods of Payment for Services and Expenses of JVA

5.1.1. CLIENT shall pay JVA for Basic Services and Additional Services an amount based on the Letter Agreement amounts or JVA's Regular Hourly Rates of the personnel assigned to the Project, plus Reimbursable Expenses at actual cost, times a factor of 1.10.

5.1.2. Cost of Service: Billings will be based on the percentage of services performed, plus Reimbursable Expenses incurred, according to the JVA's current rate schedule, unless noted in the Letter Agreement.

5.2 Times of Payment

5.2.1. JVA shall, prior to the last week of each month, submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to JVA's monthly invoices. Payment is due 30 days from the date of the receipt of invoice.

5.3 Other Provisions Concerning Payments

5.3.1. If CLIENT fails to make payments by the due date, the amounts due JVA shall include a late charge at 1.5% per month from said due date; and, in addition, JVA may, after giving seven calendar days' written notice to CLIENT, suspend services under the Letter Agreement until it has been paid in full.

5.3.2. This Agreement shall be terminated upon the CLIENT's written notification of termination of his agreement with the Owner, or upon fourteen days written notice should the other party fail substantially to perform in accordance with the terms of this agreement. If terminated due to the fault of others, JVA shall be paid for services and reimbursable costs incurred.

5.4 Definitions

5.4.1. Regular Hourly Rates includes salaries or wages paid as well as indirect costs and fringe benefits, general overhead, and profit, for all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks and Administrative personnel.

5.4.2. Reimbursable Expenses means the actual expense incurred in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, reproduction of reports, Drawings, Specifications, insurance endorsements procured specifically for the Project, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by CLIENT, overtime work requiring higher than regular rates. Reimbursable Expenses shall include the amount billed to JVA by special consultants employed by JVA for such consultants' services and Reimbursable Expenses and shall also include expenses incurred for appropriate charge for previously established computer programs, computer usage, computer aided drafting machine usage, and expenses of photographic production techniques.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Probable Cost

6.1.1. Since JVA has no control over the cost of labor, materials, equipment or services furnished by others, Contractor(s)' methods of determining prices, or market conditions, its opinions of probable Cost provided for herein are to be made on the basis of its experience and represent its best judgment as a qualified professional engineer, familiar with the construction industry. JVA cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost. If CLIENT wishes greater assurance as to project or construction Cost, he shall employ an independent cost estimator.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Instruments of Service

All documents, including Reports, Drawings, Specifications, field data, field notes, laboratory test data, calculations, estimating and other similar documents, in any form whatsoever, prepared by JVA, are instruments of service, and not products, and remain the intellectual property of JVA. Instruments of service include reproducible originals, copies, handwritten materials, electronic computer media files of all kinds. They are not intended or represented to be suitable for reuse by CLIENT or others on any other project. JVA grants CLIENT an irrevocable license to CLIENT to use and reproduce any instruments of service as required for the project, and will provide CLIENT with electronic drawing files in AutoCAD for record purposes. Any reuse of these instruments not for the specific purpose intended, and any errors introduced by CLIENT's reproduction or translation of instruments of service from one form to another will be at CLIENT's sole risk and without liability or legal exposure to JVA. CLIENT shall indemnify and hold harmless JVA from all claims arising out of or resulting therefrom. Any adaptation to other projects will entitle JVA to further compensation at rates to be agreed upon by CLIENT and JVA. JVA retains the rights of ownership of any patentable or copy-rightable concepts arising from its services.

7.3 Controlling Law

This Agreement is to be governed by the law of the State of Colorado, jurisdiction and venue proper in the Colorado District Courts.

7.4 Professional Responsibility

7.4.1. JVA will exercise its professional judgment in performing services under this Agreement. Services performed by JVA will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CLIENT recognizes that JVA does not warrant a specific result. Reports, Drawings, Project Manual, and other instruments of service are not products and are not warranted to be free of error or omission, and situations may arise requiring interpretations or corrections to the Drawings, Project Manual, and other instruments of service.

7.4.2. CLIENT acknowledges that JVA is a corporation and agrees that any claim made by CLIENT arising out of any act or omission of any director, officer or employee of JVA in the execution or performance of this Agreement, shall be made against JVA and not against such director, officer or employee.

7.4.3. Design and construction techniques are continually evolving. The standards and regulations imposed by various government entities relative to design and other issues likewise are subject to continuing change. Given this dynamic situation, JVA may select acceptable, effective design approaches that, through no fault of its own, are obsolete and unacceptable by the time its design or design recommendations are ready for execution. CLIENT agrees to pay JVA's additional reasonable fees and expenses made necessary by JVA being required to abide by new regulations or technologies.

7.4.4. CLIENT and JVA recognize that JVA is providing a professional service and that CLIENT's project is a unique undertaking involving many factors which cannot be projected with exactitude. CLIENT and JVA acknowledge that the factors developing or discovered during the contract term and the uniqueness of CLIENT's project may require engineering services which cannot be anticipated at the time of contracting. JVA will advise CLIENT if the need for such services becomes apparent, and CLIENT and JVA shall negotiate an amendment to this Agreement to include said additional services.

7.5. Asbestos or Hazardous Materials

7.5.1. The professional service contracted for hereunder were contracted for with the expectation by CLIENT and JVA that no asbestos or hazardous materials, as defined by the U.S. Environmental Protection Agency, will be encountered.

7.5.2. Asbestos or hazardous material may exist where there is no reason to believe they could or should be present. JVA and CLIENT agree that the discovery of these unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work. JVA and CLIENT also agree that the discovery of these unanticipated materials may make it necessary for JVA to take immediate measures to protect human health and safety, and the environment. JVA agrees to notify CLIENT as soon as practically possible should unanticipated asbestos or hazardous materials or suspected asbestos or hazardous materials be encountered. CLIENT encourages JVA to take any and all measures that in JVA's professional opinion are justified to preserve and protect the health and safety of JVA's personnel and the public, and environment.

7.6. Successors and Assigns

7.6.1. Neither CLIENT nor JVA shall assign, sublet or transfer any rights under or interest in this agreement (including, but without limitation, moneys that may become due or moneys that are due) and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge assignor from any duty or responsibility under this Agreement. Nothing contained in this Agreement shall prevent JVA from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist it in performing the services hereunder.

7.6.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and JVA.

7.7 Default

7.7.1. In the event of default of any of the obligations herein by either party which requires the party not in default to commence legal or equitable action against the defaulting party, the defaulting party shall be liable for the non-defaulting party's reasonable attorney's fees, expert witness fees and costs and other expenses incurred because of the default, including the costs of collection, in the event of a judgment or other resolution in the non-defaulting party's favor.

7.7.2. JVA shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by CLIENT or JVA, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use or rent, loss of profit, lost market value and associated attorney's fees.

7.8 Dispute Resolution

7.8.1. The CLIENT and JVA agree that all disputes shall be discussed for immediate resolution between the individuals involved. Disputes shall include unsettled claims, counterclaims, disputes, and other matters in questions arising out of or relating to this Agreement or breach thereof. All disputes shall be brought to the attention of the other party within reasonable time period after the dispute has arisen.

7.8.2. Should these parties fail to resolve the conflict, then the dispute shall be raised to the next level of management within the structure of each party. Should these efforts fail to resolve the dispute, then the parties hereto agree to settle the dispute through voluntary mediation. Only if mediation is attempted, will binding arbitration be considered.

7.8.3. This process will involve the selection of an arbitrator. If the parties cannot agree on the selection of a single arbitrator, each party to the dispute will select one arbitrator and the two arbitrators selected individually shall select a third arbitrator who will then become the sole arbitrator. All costs involved in this process shall be borne by each party equally unless the arbitrator awards the costs to the prevailing party.

7.8.4. In the matter of disputes arising that involve the work of a contractor, subcontractor, or consultant to either the Client or JVA (joinable party) then either the CLIENT or JVA may join each joinable party as a party to the mediation. This can only occur if specifically set forth in the individual contracts with each joinable party of the Client and JVA.

7.9 Independent Consultant Status

Except as may otherwise be noted herein, JVA shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this Agreement. It is specifically understood that, irrespective of any assignability provision, JVA may retain subcontractors to perform services.

7.10 Severability

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, CLIENT and JVA will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

7.11 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

7.12 Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CLIENT and JVA shall survive the completion of the services hereunder and the termination of this Agreement.

7.13 Excluded Services

7.13.1. Services available from JVA are limited to those specified in the Letter Agreement. Other services that are available and applicable to CLIENT's project have been made known and explained to CLIENT.

7.13.2. In that it would be unfair for JVA to be exposed to liability for its failure to perform a service CLIENT has instructed JVA not to perform, due to CLIENT's preference or desire to obtain such service from another source, CLIENT hereby waives any claim against JVA and agrees to defend, indemnify and hold JVA harmless from any claim or liability for injury or loss allegedly arising from JVA's failure to perform a service CLIENT has instructed JVA to not perform. CLIENT further agrees to compensate JVA for any time spent or expenses incurred by JVA in defense of any such claim, in accordance with JVA's prevailing fee schedule and expense reimbursement policy.

SECTION 8 - INTEGRATION

8.1 Integration

The Letter Agreement and these General Conditions (consisting of pages **1 through 5**, inclusive), constitute the entire Agreement between CLIENT and JVA and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

**END OF GENERAL
CONDITIONS**



CITY OF RIFLE PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	JVA, Inc.	

2.	Vendor Address
	817 Colorado Avenue Suite 301
	Glenwood Springs, CO 81601

3.	For the Purchase of (description)
	Professional Services for
	City of Rifle Utility Maintenance, Capital, and Rate Study

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$99,700.00	\$150,000	

5.	Dept. Name	General Ledger Acct #
	Water	310-4331-400-320

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

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

8.	Authorization Required
	City Manager
	x City Council

9.	Signatures		
	Position	Signature	Date
	Department Director For Robert Burns	Brian Prunty	10/13/2020
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

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

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Agenda Item #6.e.

Agenda Item Name:

Consider Contract with Johnson Construction to Construct W. 2nd Street Sidewalk - Railroad Ave to West Ave

Presenter:

Item Description:

Construction contract with Johnson Construction to construct new sidewalk along the north side of W. 2nd Street from Railroad Avenue to West Avenue

Recommended Action:

Motion to approve a construction contract with Johnson Construction for the construction of new sidewalk along W. 2nd Street from Railroad Avenue to West Avenue for the amount of \$41,727.90.

Fiscal Impact:

Minimal for revitalization

Operational Impact:

Prior Board Motions:

Background Information:

This is an area of the City needing revitalization and this is an opportunity to get that ball rolling and for local businesses which are located along that corridor to see the commitment by the City of Rifle

Executive Summary:

This is a superb contract to fund as it is mainly grant funded. The low cost to do this project is a great opportunity to improve the area.

Notification Requirements:

Prepared By:

Brian Prunty, Public Works Director

Attachments:

1. JCI Recommendation for award of 2nd St Sidewalk
2. Memo to SHahn re W2nd St sidewalk - RR to West
3. PURCHASE REQUEST - JCI - 2nd St SW_bgp_a
4. Second Street Sidewalk Bid Tab
5. Second Street Sidewalk Low Bid Comparison
6. ADVERTISEMENT FOR BIDS_Second Street Sidewalk

PUBLIC WORKS



TO: Brian Prunty
FROM: Craig Spaulding
DATE: October 12, 2020
RE: W. Second Street Sidewalk

The purpose of the following memo is to recommend Johnson Construction, Inc. for the construction services associated with the West Second Street Sidewalk.

Currently the sidewalk is intermittent. There is old sidewalk that has failed structurally and functionally. This legacy sidewalk ends prior to reaching the existing office and retail businesses operating on Second Street. Beyond the non-existent sidewalk, there is a portion of sidewalk that is out of compliance with ADA standards and does not provide access to all doors of the building. The existing conditions are shown below in Figure 1. This project would install 8' wide sidewalk throughout this corridor that would fix all ADA issues and provide a Right of Way that can be used to accommodate innovative uses by participating downtown businesses.



Figure 1. (Left) failed sidewalk on Second Street; (Middle) non-existent sidewalk on Second Street; (Right) Sidewalk with non-compliant cross slopes requiring steps into building access

The construction of the sidewalk is to be 90% funded by the Revitalizing Main Street Grant that the City of Rifle has been awarded.

Attached is the bid tabulation, low bid comparison, and bid advertisement justifying the award to Johnson Construction, Inc.

Please sign the Purchase Request and assign an account number for Johnson Construction, Inc for the construction services associated with the West Second Street Sidewalk in the amount of \$41,727.90.



TO: Scott Hahn, City Manager
FROM: Brian Prunty
CC: Michelle Duran, Finance Director
DATE: October 14, 2020
RE: W. 2nd Street Sidewalk, Railroad Ave. to West Ave.

This late season project came as an opportunity to avail the City of a Revitalizing Main Street Grant that would fund up to \$50,000 of work. An immediate use for this and the ability to provide a project came in the form of much needed replacement of a very poor sidewalk along the north side of W. 2nd Street from Railroad Ave. to West Ave.

Design for this section of roadway has already been completed and this sidewalk only will conform to future improvements. This was a key component since the Grant is time restricted to the end of the year.

We are responsible for 10% of the project funding per the terms of the grant. My intention is to fund this project from the to be funded via the Trail Projects budget line (201-4312-400-747). While there are not funds of that level available in that budget line for the entire project, there are funds available in the 201-4312 budget. Ultimately, the Trail Projects line is responsible for \$4,200.

I ask that we be allowed to include this project in this year's funding.

BGP





**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Johnson Construction, Inc.	

2.	Vendor Address
	124 W. 2nd Street
	Rifle, CO 81650

3.	For the Purchase of (description)
	Purchase of materials and services to construct the
	Second Street Sidewalk

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$41,727.90		

5.	Dept. Name	General Ledger Acct #
	Public Works	201-4312-400-747

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)
	☐ Land, easements, ROW

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

8.	Authorization Required
	☐ City Manager
	☒ City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Brian Prunty</i>	10/14/2020
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

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

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.

			Engineers Estimate		Johnson Construction, Inc.		Tally Ho Construciton, Inc		Agave Construciton LLC		
Item No.	Quantity	Units	Description	Unit Cost	Scheduled Value	Unit Cost	Scheduled Value	Unit Cost	Scheduled Value	Unit Cost	Scheduled Value
1	275.00	SY	Removal of Asphalt and Concrete of varying thickness, includes all cutting, includes all adjoining material such as Crack fill, chip seal, etc.; per Sq. Yard	\$ 4.50	\$ 1,237.50	\$ 4.25	\$ 1,168.75	\$ 18.00	\$ 4,950.00	\$ 32.00	\$ 8,800.00
2	96.00	SY	Sidewalk (4" thick) 4,500 PSI Exterior mix with 1.5 lbs fiber, complete and in place with coarse broom finish. Includes all doweling, forming, pour, finish; per Sq. Yard	\$ 117.32	\$ 11,262.72	\$ 58.00	\$ 5,568.00	\$ 63.00	\$ 6,048.00	\$ 108.56	\$ 10,421.76
3	77.00	SY	Sidewalk (6" thick) 4,500 PSI Exterior mix with 1.5 lbs fiber, complete and in place with coarse broom finish. Includes all doweling, forming, pour, finish; per Sq. Yard	\$ 117.32	\$ 9,033.64	\$ 88.00	\$ 6,776.00	\$ 90.00	\$ 6,930.00	\$ 163.00	\$ 12,551.00
4	16.00	SY	4" Sidewalk with curbed back 4,500 PSI Exterior mix with 1.5 lbs fiber, complete and in place with coarse broom finish. Includes all doweling, forming, pour, finish; per Sq. Yard	\$ 117.32	\$ 1,877.12	\$ 96.15	\$ 1,538.40	\$ 135.00	\$ 2,160.00	\$ 138.56	\$ 2,216.96
5	67.00	SY	Sidewalk with thickened edge 4,500 PSI Exterior mix with 1.5 lbs fiber, complete and in place with coarse broom finish. Includes all doweling, forming, pour, finish; per Sq. Yard	\$ 117.32	\$ 7,860.44	\$ 95.25	\$ 6,381.75	\$ 135.00	\$ 9,045.00	\$ 163.00	\$ 10,921.00
6	10.00	Lf	Concrete Curb and Gutter including any additional demo, doweling, forming, pour, finish, base course and compaction for prep, in place. Note, curb & gutter must be poured separate from sidewalk. Match existing.	\$ 70.00	\$ 700.00	\$ 72.25	\$ 722.50	\$ 100.00	\$ 1,000.00	\$ 40.25	\$ 402.50
7	1.00	EA	2 Way Accessible Ramp in Corner, All grading, compaction, doweling, forming, pour, finish, to install per public works manual, landing mats to be cast iron	\$ 2,100.00	\$ 2,100.00	\$ 4,151.00	\$ 4,151.00	\$ 3,200.00	\$ 3,200.00	\$ 3,600.00	\$ 3,600.00
8	45.00	SY	2' wide HMA Patch, 3" thick PG 64-22, includes all material and labor	\$ 75.00	\$ 3,375.00	\$ 99.00	\$ 4,455.00	\$ 54.00	\$ 2,430.00	\$ 76.00	\$ 3,420.00
9	100.00	SY	12' Wide HMA Patch, 3" thick PG 64-22, includes all material and labor	\$ 30.00	\$ 3,000.00	\$ 60.30	\$ 6,030.00	\$ 49.50	\$ 4,950.00	\$ 70.00	\$ 7,000.00
10	260.00	SY	Overex for 4" of Class 6 Shall include 6" of excavation and disposal	\$ 17.50	\$ 4,550.00	\$ 3.90	\$ 1,014.00	\$ 15.00	\$ 3,900.00	\$ 33.00	\$ 8,580.00
11	35.00	CY	Install 4" Class 6 Includes subgrade preparation (scarification and re-compaction), placement of road base and compaction of road base to 95% standard proctor density. Complete in place.	\$ 96.70	\$ 3,384.50	\$ 63.50	\$ 2,222.50	\$ 70.00	\$ 2,450.00	\$ 78.00	\$ 2,730.00
12	1	LS	Mobilization, Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization;	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00	\$ 5,000.00	\$ 5,000.00	\$ 13,600.00	\$ 13,600.00
				\$ 53,380.92		\$ 41,727.90		\$ 52,063.00		\$ 84,243.22	

Item No.	Quantity	Units	Description	Engineers Estimate		Johnson Construction, Inc.		Bid Est %	Over/(Under)					
	275.00	SY	Removal of Asphalt and Concrete of varying thickness, includes all cutting, includes all adjoining material such as Crack fill, chip seal, etc.; per Sq. Yard	\$	4.50	\$	1,237.50	\$	4.25	\$	1,168.75	94%	\$	68.75
1														
	96.00	SY	Sidewalk (4" thick) 4,500 PSI Exterior mix with 1.5 lbs fiber, complete and in place with coarse broom finish. Includes all doweling, forming, pour, finish; per Sq. Yard	\$	117.32	\$	11,262.72	\$	58.00	\$	5,568.00	49%	\$	5,694.72
2														
	77.00	SY	Sidewalk (6" thick) 4,500 PSI Exterior mix with 1.5 lbs fiber, complete and in place with coarse broom finish. Includes all doweling, forming, pour, finish; per Sq. Yard	\$	117.32	\$	9,033.64	\$	88.00	\$	6,776.00	75%	\$	2,257.64
3														
	16.00	SY	4" Sidewalk with curbed back 4,500 PSI Exterior mix with 1.5 lbs fiber, complete and in place with coarse broom finish. Includes all doweling, forming, pour, finish; per Sq. Yard	\$	117.32	\$	1,877.12	\$	96.15	\$	1,538.40	82%	\$	338.72
4														
	67.00	SY	Sidewalk with thickended edge 4,500 PSI Exterior mix with 1.5 lbs fiber, complete and in place with coarse broom finish. Includes all doweling, forming, pour, finish; per Sq. Yard	\$	117.32	\$	7,860.44	\$	95.25	\$	6,381.75	81%	\$	1,478.69
5														
	10.00	Lf	Concrete Curb and Gutter including any additional demo, doweling, forming, pour, finish, base course and compaction for prep, in place. Note, curb & gutter must be poured separate from sidewalk. Match existing.	\$	70.00	\$	700.00	\$	72.25	\$	722.50	103%	\$	(22.50)
6														
	1.00	EA	2 Way Accessible Ramp in Corner , All grading, compaction, doweling, forming, pour, finish, to install per public works manual, landing mats to be cast iron	\$	2,100.00	\$	2,100.00	\$	4,151.00	\$	4,151.00	198%	\$	(2,051.00)
7														
	45.00	SY	2' wide HMA Patch , 3" thick PG 64-22, includes all material and labor	\$	75.00	\$	3,375.00	\$	99.00	\$	4,455.00	132%	\$	(1,080.00)
8														
	100.00	SY	12' Wide HMA Patch , 3" thick PG 64-22, includes all material and labor	\$	30.00	\$	3,000.00	\$	60.30	\$	6,030.00	201%	\$	(3,030.00)
9														
	260.00	SY	Overex for 4" of Class 6 Shall include 6" of excavation and disposal	\$	17.50	\$	4,550.00	\$	3.90	\$	1,014.00	22%	\$	3,536.00
10														
	35.00	CY	Install 4" Class 6 Includes subgrade preparation (scarification and re-compaction), placement of road base and compaction of road base to 95% standard proctor density. Complete in place.	\$	96.70	\$	3,384.50	\$	63.50	\$	2,222.50	66%	\$	1,162.00
11														
	1	LS	Mobilization , Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization;	\$	5,000.00	\$	5,000.00	\$	1,700.00	\$	1,700.00	34%	\$	3,300.00
12				\$	53,380.92		\$	41,727.90		78%	\$	11,653.02		

ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of the **W Second Street Sidewalk** will be received at the **Council Chambers, Rifle City Hall, 202 Railroad Avenue, Rifle, CO.** until 2:00pm, on October 9, 2020, at which time they will be publicly opened and read aloud.

This project consists of removal of existing asphalt and concrete, grading and over excavation, placement of concrete sidewalk, and asphalt patching. The sidewalk extends from Railroad Avenue to West Avenue on West Second Street and includes replacement of the curb ramp at West Avenue. The sidewalk will match existing back of walk until reaching the western most building where the sidewalk will be raised to match door elevations. At this point the asphalt patch transfers from a 2' patch to a 12' patch for a clean transition. The face of sidewalk is flush with the face of asphalt until passing the garage doors on the western most building at which point the face of curb has a thickened edge and a 6" reveal to the asphalt.

This work is dependent upon the City of Rifle receiving a revitalizing main street grant. The project may be canceled if the grant is not received. If the grant is received it is expected that the Award will be at the October 21, 2020 council and work would be required to begin prior to the end of October.

A Bid Bond in the amount of 5% of bid price is required, and a Performance and a Payment Bond, each in the amount of 100% of bid, will be required. Bid Award will be the October 21, 2020 Council Meeting. Time of Commencement of the Work is anticipated to be no later than October 26, 2020, with completion by November 13, 2020.

A PREFERENCE FOR LOCAL CONTRACTORS WILL BE APPLIED BY THE OWNER WHEN SELECTING A CONTRACTOR.

There will be no mandatory pre-bid but site visits can be scheduled.

Digital copies of the Contract Documents may be downloaded from the City website at <http://www.rifleco.org/216/Projects-Out-To-Bid> for free. Contact Craig Spaulding, cspaulding@rifleco.org, 970-665-6556 for questions or issues with downloading the documentation.



Agenda Item #6.f.

Agenda Item Name:

Consider Contract with Tally Ho Construction for W. 2nd Street and State Highway 6 Intersection Improvements

Presenter:

Item Description:

Construction contract for improvements to the intersection of W. 2nd St. and SH 6

Recommended Action:

Motion to award a contract for the improvements to the intersection of W. 2nd Street and SH 6 to Tally Ho Construction, Inc. in the amount of \$91,350.00.

Fiscal Impact:

Will reduce maintenance costs to this intersection.

Operational Impact:

Besides reducing long-term costs, this re-construction will reduce the frequency of interruption of this intersection for maintenance activities. As this location is approximately 3 miles from our maintenance yard, mobilization of equipment is more problematic, as well.

Prior Board Motions:

Background Information:

This intersection became a part of our maintenance scope when we permitted the development of the Pioneer Mesa. At that time the development engineers recognized the need for a connection to SH 6 as the better method of moving large volumes of traffic from Pioneer Mesa, rather than the old W. 2nd Street alignment. The developers went through the Access Permit process on our behalf with the condition that we would ultimately take over the maintenance of this intersection.

Executive Summary:

One of the key functions to the construction improvements to this intersection is the ability for it to carry very heavy loads from Natural Soda which is located immediately adjacent to this intersection. While CDOT has provided special permits to haulers out of Natural Soda for over-weight (> 80,000 lbs.), we, as a transportation byway operator have not done so. Consequently, we reached an agreement with Natural Soda for them to

provide 33% of the funding for the re-construction effort to compensate for the over-weight semi tractor/trailer loads. While this section of roadway is very short, it involves a compound curve which translates in to extreme use and abuse of the road surface. The design of these improvements will accommodate these loads and forces.

We recommend award of this construction to Tally Ho Construction for many reasons: they have consistently performed well on numerous projects in the City, they are a local contractor, they committed to the short time frame necessary for construction and they provided a cost-effective bid.

Notification Requirements:

Prepared By:

Brian Prunty, Public Works Director

Attachments:

1. Memo to SHahn re funding for W2nd_SH6 intersect constr
2. Tally Ho Recommendation for award of 2nd St Intersection
3. ADVERTISEMENT FOR BIDS_W Second Intersection
4. PURCHASE REQUEST-W 2nd Int_Tally Ho 10-13-20_bgp
5. W Second St Intersection Bid Tab
6. W Second St Intersection Low Bid Comp



TO: Scott Hahn, City Manager
FROM: Brian Prunty
CC: Michelle Duran, Finance Director
DATE: October 14, 2020
RE: W. 2nd St. & SH 6 Intersection Reconstruction

Confronted with an on-going maintenance responsibility, I have elected to pursue improvements to the intersection of W. 2nd St. and State Hwy. 6 in this year's work. This intersection has had numerous complaints by local users – Natural Soda haulers and various other interests. The complete rationale for this work is provided in the Agenda Item for the October 21, 2020 City Council meeting.

I propose that this be funded from monies in the 2020 Budget from the Streets Budget from the Traffic Signal budget line, i.e. 201-4312-400-733. It was our intent to perform controller and camera upgrades to the 3rd St, and 5th St. traffic signals, but the Downtown Rehabilitation project would include complete revamping of these intersections, to include the traffic signals. This effectively frees up \$120,000 for this project.

I ask for your approval to spend \$91,350 from this fund for this project. Since Natural Soda has committed to funding 33% of the cost of this project, it effectively reduces our outlay to \$61,204.50.

/s/ BGP



PUBLIC WORKS



TO: Brian Prunty
FROM: Craig Spaulding
DATE: October 12, 2020
RE: W. Second Street Intersection

The purpose of the following memo is to recommend Tally Ho Construction for the construction services associated with the West Second Street Intersection Improvements.

This intersection has been failed for many years and has been receiving complaints. HUTF had shown that this intersection was claimed by Garfield County and for this reason the City of Rifle only repaired potholes but did not plan on reconstruction. After further review, it was discovered that this intersection was to be maintained by the City of Rifle as a condition of Pioneer Mesa.

During initial review of the intersection it was seen that most of the damage was done by the turning movement of large trucks entering and leaving Natural Soda. To design an intersection to handle these large trucks required reinforced concrete. Because of the costs associated with reinforced concrete, Natural Soda has agreed to pay the difference between this intersection and what would be typically designed.

Attached is the bid tabulation and low bid comparison justifying the award to Tally Ho Construction, Inc.

Please award Tally Ho Construction, Inc for the construction services associated with the West Second Street Intersection Improvements in the amount of \$91,350.00.



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

ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of the **West Second Street Intersection Improvements** will be received at the **Council Chambers, Rifle City Hall, 202 Railroad Avenue, Rifle, CO.** until 2:00pm, on October 9, 2020, at which time they will be publicly opened and read aloud.

This project consists of traffic control, removal of asphalt, grading, placement of reinforced concrete, placement of asphalt, and minor restoration. The project takes place at the intersection of W. Second Street and Highway 13.

Removal of the existing asphalt shall include all saw cutting and disposal. Saw cutting and demolition is likely to be done in halves depending on the traffic control plan. After removal of asphalt there is grading ranging from cuts of approximately 1' and fills of approximately 6". Subgrade materials generated while grading are expected to go into the shoulder of the west edge of road where the road is being raised approximately 6". On the east edge of the road the finished grade is lowered approximately 8" and the adjacent swale should be adjusted accordingly. Impact of the swale is expected to be minimized and a straw waddle shall be placed at the edge of disturbance.

Traffic Control shall conform to CDOT standards for work on the shoulder and shall accommodate keeping one lane open to traffic.

Concrete is to be 9" thick CDOT Class D reinforced with #6 at 9" longitudinally and #5 at 18" transverse. There shall be a course broom finish. Joints can be either tooled or cut within 24 hours of placement. It is expected that the concrete will be poured in two halves with a keyed construction joint. Asphalt is to be placed in a minimum of two lifts. No striping or signage is included in the scope of work.

It is preferred that asphalt is the final surface finishing up to concrete but is understood that in there may be a need to pave first to avoid unsuitable temperatures and weather. If concrete is to finish up to asphalt, the new asphalt shall have a clean cut edge. The project includes a winter condition allowance to accommodate concrete blankets and or minor snow removal.

A Bid Bond in the amount of 5% of bid price is required, and a Performance and a Payment Bond, each in the amount of 100% of bid, will be required. Bid Award will be the October 21, 2020 Council Meeting. Time of Commencement of the Work is anticipated to be no later than October 26, 2020, with completion by November 13, 2020.

A PREFERENCE FOR LOCAL CONTRACTORS WILL BE APPLIED BY THE OWNER WHEN SELECTING A CONTRACTOR.

There will be no mandatory pre-bid but site visits can be scheduled.

Digital copies of the Contract Documents may be downloaded from the City website at <http://www.rifleco.org/216/Projects-Out-To-Bid> for free. Contact Craig Spaulding, cspaulding@rifleco.org, 970-665-6556 for questions or issues with downloading the documentation.



CITY OF RIFLE PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Tally Ho Construction, Inc.	

2.	Vendor Address
	P.O. Box 188
	Rifle, CO 81650

3.	For the Purchase of (description)
	Construction services and materials for
	Improvements to the West Second St. Intersection at Highway 6

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$91,350		

5.	Dept. Name	General Ledger Acct #
	Public Works	201-4312-400-733

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)
	☐ Land, easements, ROW

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

8.	Authorization Required
	☐ City Manager
	☒ City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Brian Prunty</i>	10/14/2020
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

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

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.

Item	Quantity	Unit	Description	Engineers Estimate		Johnson Construcion, Inc.		Western Gravel Constructors, LLC		Agave Construction, LLC		Tally Ho Construcion, Inc.		Martinez Western Const.Inc	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	1	LS	Mobilization includes erosion/dust control per CDOT M Stds/Rifle Public Works Manual & de-mobilization, per Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 27,000.00	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00	\$ 6,500.00	\$ 6,500.00	\$ 9,500.00	\$ 9,500.00
2	1	Dol	Owners Contingency: includes winter conditions allowance	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
3	1	LS	Traffic Control , includes development of MHT; placement and maintenance of traffic control devices	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 38,450.00	\$ 38,450.00	\$ 42,242.50	\$ 42,242.50	\$ 5,000.00	\$ 5,000.00	\$ 1,950.00	\$ 1,950.00
4	570	SY	Demolition of Asphalt (Disposal, 5"-8"): including but not limited to: removal, stockpiling, hauling, disposal, sawcuts, milling, all other materials, labor and equipment necessary for a completed project.	\$ 4.50	\$ 2,565.00	\$ 7.00	\$ 3,990.00	\$ 15.00	\$ 8,550.00	\$ 44.00	\$ 25,080.00	\$ 9.00	\$ 5,130.00	\$ 7.75	\$ 4,417.50
5	570	SY	Grading , Grading and Earthwork (to reach subgrade including but not limited to: excavation, export of material, subgrade scarification and recompaction, all other materials, labor and equipment necessary for a completed project.	\$ 17.50	\$ 9,975.00	\$ 9.00	\$ 5,130.00	\$ 8.00	\$ 4,560.00	\$ 42.00	\$ 23,940.00	\$ 10.00	\$ 5,700.00	\$ 7.50	\$ 4,275.00
6	140	CY	Placement of Class 6 Aggregate Base Course (8" Depth): including but not limited to: soil preparation, furnishing, labor, equipment, hauling, compaction, testing, and all materials necessary for a completed project.	\$ 96.70	\$ 13,538.00	\$ 62.00	\$ 8,680.00	\$ 70.00	\$ 9,800.00	\$ 70.00	\$ 9,800.00	\$ 23.00	\$ 3,220.00	\$ 79.00	\$ 11,060.00
7	380	SY	9" reinforced Concrete including but not limited to: furnishing, hauling, casting, formwork, reinforcement, consolidation, joints, all other materials, labor and equipment necessary for a completed project.	\$ 145.00	\$ 55,100.00	\$ 155.00	\$ 58,900.00	\$ 147.00	\$ 55,860.00	\$ 223.75	\$ 85,025.00	\$ 125.00	\$ 47,500.00	\$ 103.00	\$ 39,140.00
8	200	SY	5" Hot Mix Asphalt (SX-75,PG 64-28) : including but not limited to: furnishing, labor, equipment, hauling, compaction, testing, and all materials necessary for a completed project.	\$ 45.00	\$ 9,000.00	\$ 90.00	\$ 18,000.00	\$ 94.00	\$ 18,800.00	\$ 101.00	\$ 20,200.00	\$ 59.00	\$ 11,800.00	\$ 82.00	\$ 16,400.00
				\$ 111,678.00		\$ 117,700.00		\$ 169,520.00		\$ 242,787.50		\$ 91,350.00		\$ 93,242.50	

Item	Quantity	Unit	Description	Engineers Estimate		Tally Ho Construcion, Inc.		Bid Est %	Over/(Under)
1	1	LS	Mobilization includes erosion/dust control per CDOT M Stds/Rifle Public Works Manual & de-mobilization, per Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	65%	\$ (3,500.00)
2	1	Dol	Owners Contingency: Includes winter conditions allowance	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	100%	\$ -
3	1	LS	Traffic Control , includes development of MHT; placement and maintenance of traffic control devices	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	100%	\$ -
4	570	SY	Demolition of Asphalt (Disposal, 5"-8"): including but not limited to: removal, stockpiling, hauling, disposal, sawcuts, milling, all other materials, labor and equipment necessary for a completed project.	\$ 4.50	\$ 2,565.00	\$ 9.00	\$ 5,130.00	200%	\$ 2,565.00
5	570	SY	Grading , Grading and Earthwork (to reach subgrade including but not limited to: excavation, export of material, subgrade scarification and recompaction, all other materials, labor and equipment necessary for a completed project.	\$ 17.50	\$ 9,975.00	\$ 10.00	\$ 5,700.00	57%	\$ (4,275.00)
6	140	CY	Placement of Class 6 Aggregate Base Course (8" Depth): including but not limited to: soil preparation, furnishing, labor, equipment, hauling, compaction, testing, and all materials necessary for a completed project.	\$ 96.70	\$ 13,538.00	\$ 23.00	\$ 3,220.00	24%	\$ (10,318.00)
7	380	SY	9" reinforced Concrete including but not limited to: furnishing, hauling, casting, formwork, reinforcement, consolidation, joints, all other materials, labor and equipment necessary for a completed project.	\$ 145.00	\$ 55,100.00	\$ 125.00	\$ 47,500.00	86%	\$ (7,600.00)
8	200	SY	5" Hot Mix Asphalt (SX-75,PG 64-28): including but not limited to: furnishing, labor, equipment, hauling, compaction, testing, and all materials necessary for a completed project.	\$ 45.00	\$ 9,000.00	\$ 59.00	\$ 11,800.00	131%	\$ 2,800.00
				\$ 111,678.00		\$ 91,350.00		82%	\$ (20,328.00)



Agenda Item #6.g.

Agenda Item Name:

Consider Approval of Site Plan Improvements Agreement with Napa

Presenter:

Nathan Lindquist, Planning Director

Item Description:

a site plan improvements agreement with Napa for improvements at 21st Street and Hwy 13.

Recommended Action:

A motion to approve the site plan improvements agreement with Napa with the following:

- a. Waive Street Impact Fees in the amount of \$21,708.
- b. Contribute \$283,751 for the construction of the Hwy 13 and 21st Street improvements (Option B in draft Agreement). Allocate the funding as follows: \$200,000 from the Street Improvement Fund and \$83,751 from the General Fund.

Fiscal Impact:

\$283,000 in funding
\$200, 000 in Street Improvement Fund (budgeted)
\$83,000 in General Fund (not budgeted)

Operational Impact:

none

Prior Board Motions:

none

Background Information:

Napa is now ready to move forward with their project, having solved their financing issues. This is a Site Plan Improvements Agreement with Napa Auto Parts for public improvements associated with a new store at 2070 Railroad Avenue. Napa is moving to this location from its current location at 949 Railroad Avenue, which was purchased by Garfield County. Napa's lease ends in April 2021.

Executive Summary:

The goal of this project, more than a Napa project or a street project, is for the City to accomplish long-held goals to revitalize the "North Rifle Redevelopment Area". The property is currently zoned Light Industrial. The City of Rifle Comprehensive Plan recommends investment in this area of North Rifle to transition the area from a light industrial area to a commercial/mixed-use area. This would decrease impacts on the surrounding residential neighborhoods and provide an attractive north entrance to Rifle. This project is a Tier 1 "infill" area. It is consistent with the City's goal to improve infrastructure in Tier 1 and avoid new obligations in Tier 2 areas.

Notification Requirements:

none

Prepared By:

Nathan Lindquist, Planning Director

Attachments:

1. Revised - Napa Site Plan Improvements Agreement - Staff Memo - 8.15.20
2. Revised - Napa Site Plan Redevelopment Agreement-Legal-20200819v2



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268

MEMORANDUM

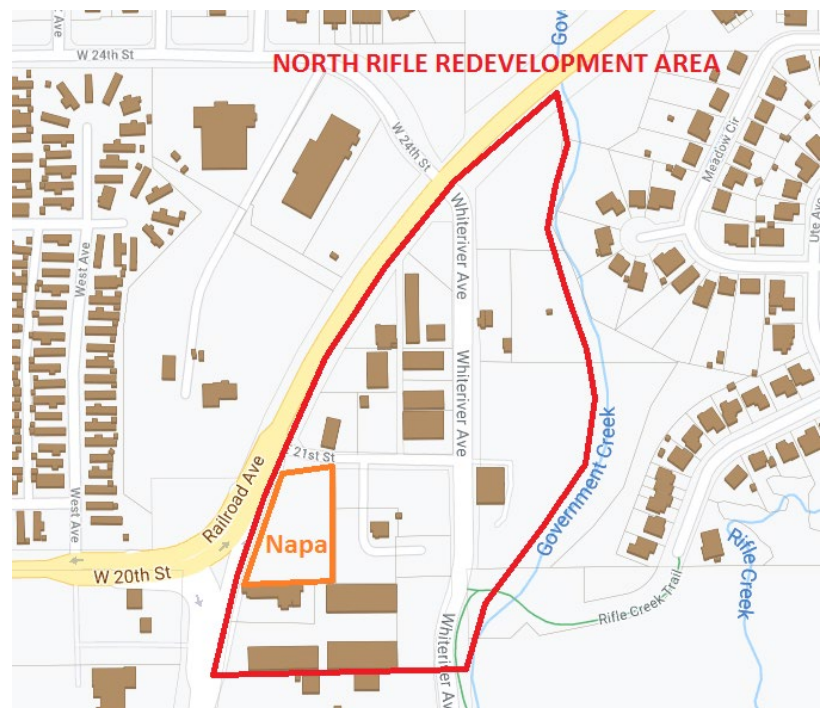
TO: Rifle City Council
FROM: Nathan Lindquist, Planning Director/Assistant City Manager
DATE: August 11, 2020
SUBJECT: Napa Site Plan Improvements Agreement and Economic Incentives
ADDRESS: 2070 Railroad Avenue

I. REQUEST

Staff requests Rifle City Council consider a Site Plan Improvements Agreement with Napa Auto Parts for public improvements associated with a new store at 2070 Railroad Avenue. Napa is moving to this location from its current location at 949 Railroad Avenue, which was purchased by Garfield County. Napa's lease ends in April 2021.

IV. ZONING AND COMPREHENSIVE PLAN

The goal of this project, more than a Napa project or a street project, is for the City to accomplish long-held goals to revitalize the "North Rifle Redevelopment Area". The property is currently zoned Light Industrial. The City of Rifle Comprehensive Plan recommends investment in this area of North Rifle to transition the area from a light industrial area to a commercial/mixed-use area. This would decrease impacts on the surrounding residential neighborhoods and provide an attractive north entrance to Rifle. This project is consistent with that goal. This project is a Tier 1 "infill" area. It is consistent with the City's goal to improve infrastructure in Tier 1 and avoid new obligations in Tier 2 areas.



II. PROJECT SUMMARY

The agreement includes a cost share between Napa and the City for the construction of street improvements. The improvements include two components:

- **New median islands in Hwy 13 required by CDOT for vehicular safety.** CDOT originally required closure of the access to 21st Street, but through the Access Control Plan Amendment the City was able to negotiate a ¾ turn design for the intersection with 21st Street that includes the construction of several median islands that improve safety for turning vehicles. These improvements are necessary for the redevelopment of this area, including Napa and other properties on 21st Street whose redevelopment would revitalize the North Rifle area. The CDOT-required improvements represent approximately 2/3 of the total cost of the project.
- **Reconstruction of 21st Street between Hwy 13 and Whiteriver Avenue.** 21st Street in its current form has several issues including drainage problems that impact residents, a road base that is not to City standards, a street surface is unlikely to withstand the increased traffic of new development, and a lack of sidewalks. The construction project would solve these issues including a sidewalk on the south side of the street.

III. COST SUMMARY

Total cost	\$403,751
City 2020 budgeted amount (Street Improvement Fund)	\$200,000
Napa share (30%)	\$120,000
Gap in funding	\$83,751

Explanation:

The total cost is estimated by Napa's engineers and contractors at \$403,751. Public Works has reviewed the unit prices and quantities and believes this to be a legitimate price based on average prices of other street projects this year.

The City's 2020 budget included \$200,000 for this project from the Street Improvement Fund. This was a placeholder because costs were not yet known.

Napa has agreed to contribute a 30% cost share which equals \$120,000. This is a fair allocation based on the size of the property, as discussed in Section 4 below. In addition, Napa has already spent \$21,565 to design the street improvements.

The City and Napa's commitments total \$320,000 leaving an \$83,751 gap to reach the \$403,751 total cost. There are two options to deal with the gap in funding:

- a. The \$320,000 in funding is sufficient to construct the CDOT-required Hwy 13 improvements and the western end of 21st Street to the Napa driveway. This option is workable if Council chooses to remain at the City's current contribution of \$200,000. It would leave the eastern end of 21st Street to be constructed at a later time.
- b. Staff's recommendation is for the City to contribute additional \$83,751 to construct all of 21st Street this year from the General Fund. While the project is a street project, the goals are primarily business development, preserving and increasing the tax base, and neighborhood revitalization. The Street Improvement Fund receives only 12% of sale tax revenue. The General Fund will benefit the most from Napa sales tax and has budget

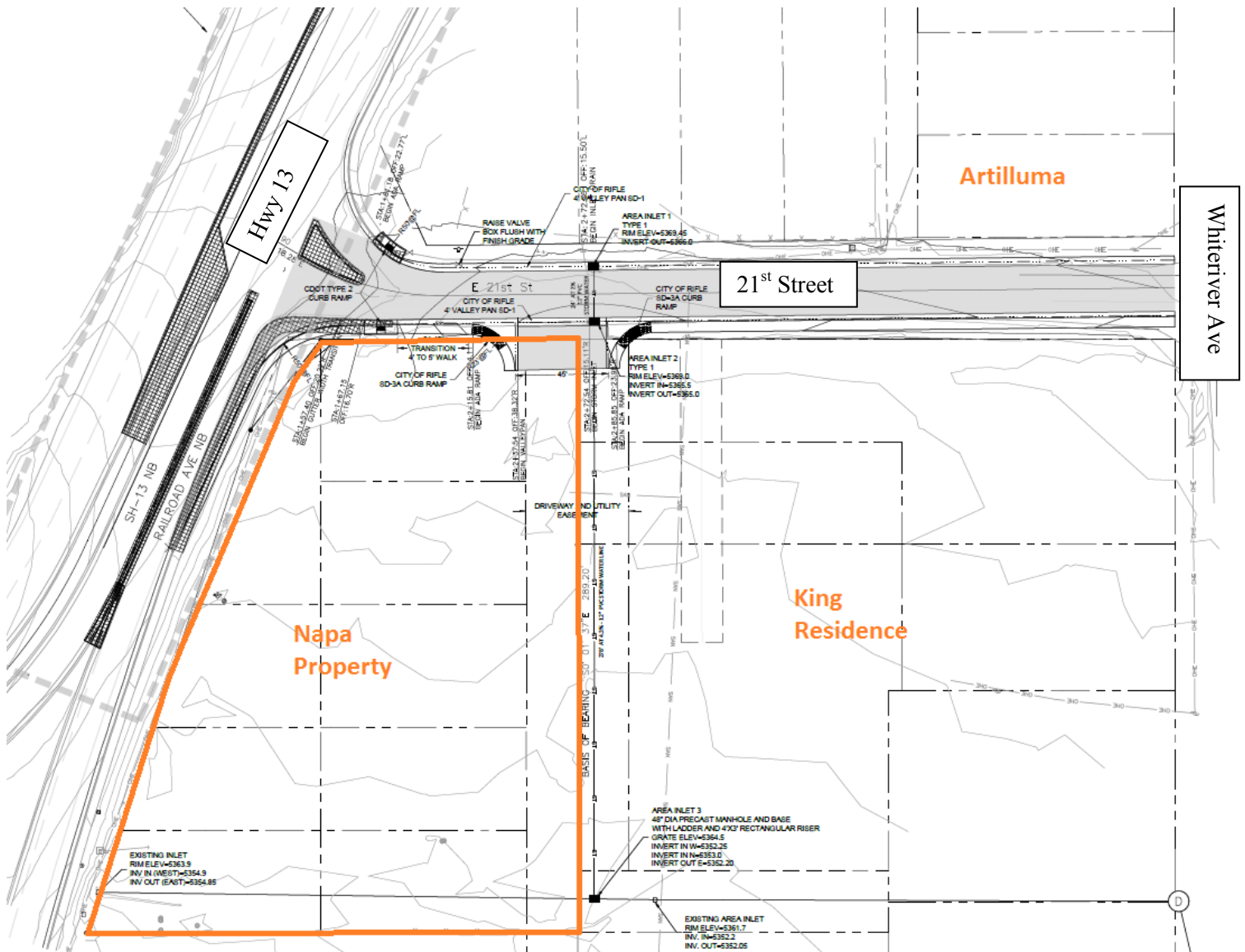
capacity for the project.

V. METHODOLOGY FOR DETERMINING COST SHARING

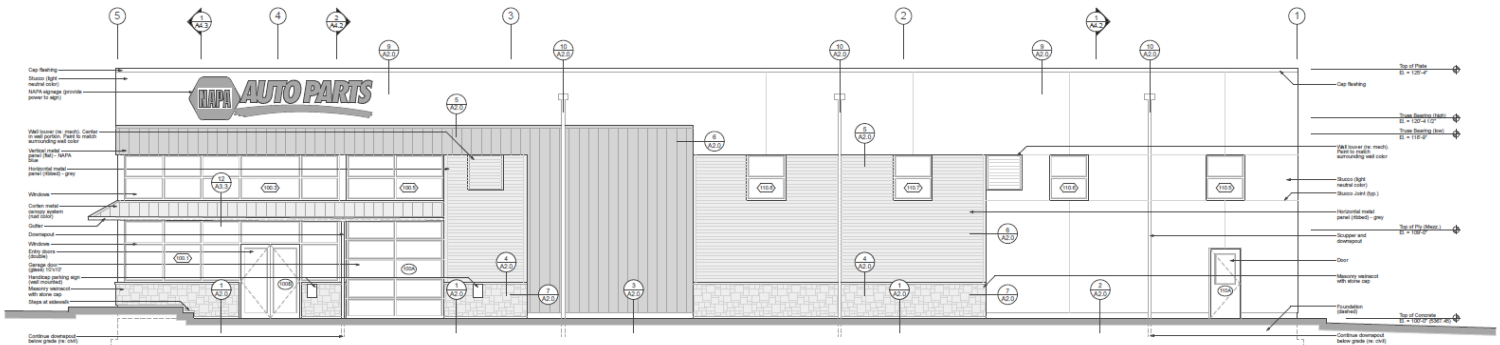
The properties that front 21st Street on both the north and south sides total 186,150 square feet of property. Napa's property is 55,816 square feet, 30% of the total. Therefore Napa's cost share has been set at 30% of the total cost of necessary street improvements (\$120,000/\$403,751).

The remainder of the costs can be assessed to other properties as they develop. Payment to the City would occur at time of building permit, with details to be determined when the City sets up a cost recovery ordinance if Council approves this project. The City has a similar ordinance for Knollridge and Palomino Park improvements.

IV. SITE PLAN



VI. ARCHITECTURAL ELEVATIONS



VII. ECONOMIC DEVELOPMENT BENEFITS AND INCENTIVES

Napa provided the following information on economic benefits of the new store:

- “We fully expect to see a 20-25% increase in retail traffic. We also believe there is a significant sales tax leakage leaving Rifle to primarily Grand Junction for various reasons. The main reason is the age, appearance, limited inventory and location of the old store.
- With the new location and our research we believe we can actually attract an additional 10-15% increase in business from Meeker and Craig that often bypasses Rifle on the way to Grand Junction. The additional room and efficiency of the building will allow us to increase our inventory by 60-70%. This will allow a greater availability of automotive parts but also HD Truck and Agricultural parts as well and can often keep people in town without having to go to Grand Junction for these items more money stays in rifle for other merchants as well. We also have several competitors from Grand Junction selling to our fleets and commercial accounts. With the added availability we project an increase in the fleet business, commercial business as well. This would prevent some of the sale tax leakage the city is seeing.
- We will be adding an additional 2-3 new full time employees and 2 part time employees with the new location.
- We will be contributing to the city property tax with the new location, we do not currently contribute sales tax as a renter with the County as a landlord.
- We have seen that with new revitalization of these Stores the growth continues at a 7-9% increase year over year after the initial 20-25% surge in the first year. Thanks for your help with this project.”

VIII. RECOMMENDATION

Based on the above analysis, Staff’s recommendation to City Council is for approval of the Site Plan Improvements Agreement with Napa with the following details:

- a. *Waive Street Impact Fees in the amount of \$21,708.* This is based on Napa’s contribution to street improvements and the City of Rifle Business and Industry Incentives Policy (see attached) that includes the “North Rifle Redevelopment Area” as

a focus for economic incentives. Napa would provide an anchor business in this identified redevelopment area.

- b. *Contribute \$283,751 for the construction of the Hwy 13 and 21st Street improvements (Option B in draft Agreement).* Allocate the funding as follows: \$200,000 from the Street Improvement Fund and \$83,751 from the General Fund.

SITE PLAN IMPROVEMENTS AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 19th day of August 2020, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and YPH LEASING, LLC, a Colorado limited liability company whose address is 199 Dolores Circle, Glenwood Springs, CO 81601 (hereinafter "Developer");

WITNESSETH:

WHEREAS, Developer is owner of certain real property located in the City of Rifle, Colorado located at the southeast corner of Railroad Avenue and 21st Street with an address of 2070 Railroad Avenue, Rifle, CO, Garfield County Assessor Parcel No. 217709202005 (hereinafter the "Property") where Developer intends to develop a Napa Auto Parts store; and

WHEREAS, the Property is located at the north entrance to the City of Rifle in an area targeted for revitalization by the City and will be accessed from 21st Street which is not constructed to City standards; and

WHEREAS, City of Rifle Municipal Code ("RMC") Section 16-1-130(c) requires the construction of public improvements necessary to serve a property proposed for development as a condition of site plan application approval and building permit, which would include, among other items, the construction of 21st Street to the standards in the City of Rifle Public Works Manual, unless otherwise determined by the Public Works Director ("Street Improvements"); and

WHEREAS, the development of the Property also requires an access permit from the Colorado Department of Transportation that requires certain improvements ("CDOT Improvements"); and

WHEREAS, the combined cost of the Street Improvements and the CDOT Improvements create an impediment to the development of the Property; and

WHEREAS, the City views the development of the Property as an opportunity to commence improving the profile of the north entrance of the City and the related public infrastructure to spur additional economic growth and is therefore willing to participate in some of the costs of the Street Improvements and CDOT Improvements as set forth herein; and

WHEREAS, Developer and the City wish to enter into this Agreement to set forth the terms and conditions of the development of the Property, including the construction of certain public improvements and the City's monetary contribution pursuant to the terms contained herein.

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

1. Recitals. The foregoing recitals are incorporated herein as material

representations and acknowledgments of the parties.

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by Developer and the contributions the City will make towards the Street Improvements and CDOT Improvements. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle Land Use Regulations (Title 16 of the Rifle Municipal Code), and state and federal statutes, and are not intended to limit or supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Fees. In addition to any fees enacted by any ordinance of general applicability in the City, the following fees shall be paid to the City by Developer:

A. Reimbursement of Costs. Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the site plan review for the Property. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

B. Water and Sewer Taps/Water Rights Dedication. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service and water rights dedication. The City acknowledges that the Property has 1 EQR of water and sewer service appurtenant to it.

C. Wavier of Offsite Street Impact Fees. In consideration of Developer's contribution towards the construction of the Street Improvements and the CDOT Improvements, necessary for the development of the Property but which also provide extended benefits to City, the City agrees to waive the the Offsite Street Impact Fee set forth in Section 16-1-100 of the Rifle Municipal Code in the amount of \$21,708.77.

4. City Participation in Street Improvements and CDOT Improvements. The development of the Property creates economic benefits for the City and is eligible for certain contributions towards public improvements pursuant to the City of Rifle, Colorado Business and Industrial Incentives Policy. The City agrees to contribute (Option A: \$200,000) (Option B: \$283,751) towards the construction of the Street Improvements and CDOT Improvements. Developer's contractor will submit draws in the normal course of construction of the Street Improvements and CDOT Improvements, not to exceed one draw per month. Within twenty (20) days of Developer's submission to the City of a draw request, the City shall pay such contractor directly for 70% of the costs of

the Street Improvements and CDOT Improvements, with a cumulative amount not to exceed the City's contribution set forth above.

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

6. Public Improvements/City's Contribution. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or shown on the Site Plan, as it may be amended (the "Public Improvements") shall be installed and completed at the expense of Developer. In consideration of the City's contribution towards certain public improvements set forth herein, the City shall reasonably approve Developer's selection of contractor.

A. All Public Improvements required by this Agreement and the Rifle Public Works Manual are shown on the Construction Plans prepared by _____ as File No. _____ and dated _____, as they may be amended. The estimated costs thereof shall be reviewed and approved by the City and appended hereto as Exhibit A and incorporated herein by this reference. The Public Improvements shall be constructed in conformance with the plans and specifications submitted by Developer and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications (all of which are on file at City Hall), the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

B. Developer shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements.

7. Construction Observation and Inspection.

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

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

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

8. Completion of Public Improvements; Approval. Upon Developer's completion of construction of the Public Improvements, Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications. Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date. The City shall be under no obligation to provide any water or sewer service until all Public Improvements are brought into conformance with the Plans and Specifications and are certified and approved by the City Public Works Director or his/her designee pursuant to this Agreement. However, upon certification and approval, the City shall be obligated to provide water and sewer service to the Property, subject to all provisions of the Rifle Municipal Code, and in particular to the availability of water or sewer taps, which shall be on a first-come, first-served basis. The City does not guarantee an adequate number of taps will be available to serve the Property at the time Developer intends to

proceed with development.

9. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Owner shall execute a deed to the Town conveying all rights of way and easements required for the operation, maintenance, repair and replacement of the Public Improvements. Owner agrees to dedicate to the public and to convey or, with respect to off-site easements, to assign, to the Town, in such form as may be required by the Town, such easements and other rights as acquired by Owner as may be reasonably required for the construction of the Public Improvements. Such conveyance and dedication shall be free and clear of all liens and encumbrances that might adversely affect the use of the Public Improvements for their intended purpose. The Owner shall also execute a bill of sale conveying the Public Improvements to the Town, free and clear of all liens and encumbrances. All Public Improvements conveyed to the Town shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

10. Warranty. Developer shall warrant any and all Public Improvements and facilities which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, drainage facilities) for a period of twelve (12) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

11. Performance Guarantee. The issuance of a certificate of occupancy for the Property shall act as security for the Public Improvements. The parties expressly agree that Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement and the development restriction on the Property shall not be released until such requirements are satisfied by Developer.

12. Reserved.

13. Reserved.

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

15. Breach by Developer; City's Remedies. In the event of any default or breach by

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

- A. The refusal to issue to Developer any certificate of occupancy;
- B Any other remedy available at law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to City:

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

With copy to:

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

Notice to Developer:

YPH LEASING, LLC
199 Dolores Circle

Glenwood Springs, CO 81601

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

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

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

Clerk

YPH LEASING, LLC
a Colorado limited liability company

By: _____
Ronald J. Friemel, Manager

[illegible]

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2020, by Ronald J. Friemel as Manager of YPH LEASING, LLC.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary	Public
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EXHIBIT A

Cost Estimates of Public Improvements



Agenda Item #6.h.

Agenda Item Name:

Consider Approval of CARES Act Funds

Presenter:

Nathan Lindquist, Planning Director

Item Description:

Cares Act funding

Recommended Action:

A motion to approve funds as determined by Council

Fiscal Impact:

TBD

Operational Impact:

TBD

Prior Board Motions:

council has approved multiple funding items for Cares Act

Background Information:

Staff estimates there is \$298,901 of unallocated funds left. This number could be lower or higher depending on how various project go. For the rest of the year the City can probably spend about \$80,000 internally. That leaves about \$220,000 left to distribute.

Executive Summary:

For this meeting, staff is recommending the following:

\$25,000 for Covid Relief for Rifle families through Reach Out Colorado and the River Center

\$50,000 for marketing of Rifle as "open for business" and "shop local"

Both of these are eligible expenses under the Cares Act.

We will provide an update on the business and non-profit grants. Council may consider adding additional funding to those programs.

Notification Requirements:

Prepared By:

Nathan Lindquist, Planning Director

Attachments:

1. CARES ACT budget

SPENDING CATEGORY		AMOUNT
Total CARES ACT allocated to City of Rifle		\$ 818,370.24
ALREADY SPENT as of 7/8		
business and non profit grants/loans		456,528
	RREDC	420,000
	parklets	36,528
Public Health info		165.67
Telework		3,877
Admin costs		17,800
Staff time for lift up		22,087
PPE		19,012
SUBTOTAL SPENT as of 10/1		519,470
Amount available 10/1 to 12/30		298,901
FUTURE - OUTSIDE CITY EXPENSES Oct - Dec 30		
non-profit relief funding (river center, ROC)		25,000
business grants		
marketing/open for business/shop local program		50,000
FUTURE - IN-CITY EXPENSES Oct - Dec 30		
Technology		10,000
	cell phone, personal equipment stipend	5,000
	(IT) laptops, zoom subscription etc	5,000
PPE		5,000
Admin		10,000
Personnel reassignments		5,000
	administrative costs	
	ute staff	
	other staff	
Parks cleaning equipment and materials		50,000
	cleaning supplies	30,000
	truck	20,000
TOTAL FUTURE PROJECTS		155,000
Amount Remaining		143,901



Agenda Item #7.a.

Agenda Item Name:

Report to City Manager

Presenter:

Scott Hahn, 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

10/09/2020

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Report to City Manager 10.00.2020 (1)

WORK REPORT TO CITY MANAGER

10.09.2020

HUMAN RESOURCES

- Completed New Hire Orientation for new Wastewater Operator D, Michael Cash
- Completed New Employee City Facilities Tour for last quarter new hires
- Completed coordinating/reviewing/organizing webinars and online presentations covering 2021 Benefits for employees
- Distributed Virtual 2021 Open Enrollment Information and Forms to employees
- Sales Tax Accountant interviews will be conducted on 10/16 and 10/19
- Coordinated City Employee Flu Clinic with Garfield County Public Health and Garfield County Public Libraries on 10/16

FINANCE

- Compiling 2021 budgets, preparing for Council workshops on same.
- Reviewing applications for vacant Sales Tax Accountant position.
- Month end work for September in process, including reconciling bank accounts, reviewing sales tax filings and preparing reconciliations, and recording quarterly cost allocations.
- Reviewing consultant recommendations on management cost allocations for 2021 budget, including detail review of costs to be allocated, variables used, and reasonableness of calculations and amounts to be allocated.
- Compiling 2021 budgets, preparing for Council workshops on same.
- Interviewing applicants for Sales Tax Accountant position on Friday.
- Month end work for September in process, including reconciling bank accounts, reviewing sales tax filings and preparing reconciliations, and recording quarterly cost allocations.
- Starting Tuesday, Oct 20, all members of the accounting department will be attending the virtual annual Caselle conference at various times over the following 2 weeks. It is FREE this year, giving an excellent opportunity for all to learn more about our accounting software.

PARKS & RECREATION

- The Final Report for the Garfield County Federal Mineral Lease District grant has been submitted. A 30% overall match was required and our match was 92%.
- The Board will meet on October 14th and we hope to receive \$500,000 by early November.
- The GOCO Grant deadline is in 2021, but we will soon have information we need to complete that grant closeout, which is expected to be \$217,500.
- Staff met with a local arbor professional last week and determined that 3 of the mature Ash trees in Heinze Park need to be removed. We will be trimming dead material from several mature poplars in Davidson Park and Macintosh Park.
- A few trees in the cemetery are on the list to be trimmed before the end of the year.
- Parks workers have installed expanded irrigation and planted Kentucky Bluegrass around the playground in Centennial Park. Fall turf aerification has taken place in preparation for winter. Cemetery irrigation water will be shut off in mid-October. Generally, our irrigation systems will be shut down and winterized prior to Halloween.
- Taylor Fence has reported that the vinyl clad fence, specified for Joyce Park and Palomino Park, has just recently been delivered. They state that the fence projects we have requested will be complete by the end of October.

- Rifle Mountain Park has remained crowded during weekends. This is most likely due to the fantastic fall weather.
- Rec Programs such as Fall Archery, Adult Cornhole, and youth Intro to Sports have been going well. Indoor winter sports and the use of School District gym space is unlikely. Area Recreation Departments are discussing the possibility of abbreviated basketball seasons after the first of the year to accommodate both a girls and boys basketball season.
- Check out the boat ramp area. Grounds & Facilities and Rec staff has cleared overgrown brush and weed trees to create a more pleasant river vista.

POLICE

- Despite having some front desk team members quarantined, we have been able to staff the front desk with officers. There will not be a noticeable difference in service from the public's point of view. Masks are now required for anyone entering the building, including the secured areas.
- The COR Tire Drive was a success! A total of 835 tires were turned in for recycling.
- The PD will provide Mr. Hahn with our 2021 plan this week.

PIO

- Assisted with video shoots for City Manager updates.
- Handling media and public response to the Making Waves video. We are continuing to receive positive feedback from all over the country. The video was picked up by CBS News, MSN and Yahoo (so far) and has reached over 60,000 people.
- The Crew will continue to do "hello rodeos" as long as the weather holds in order to further promote the message of kindness and simple acknowledgements such as smiling and waving. The goal is the reestablishment of friendliness community-wide (though worldwide would be great too!).
- The Brenden Theater has agreed to air a 30 second slot about the Humanity Restoration Crew which would play before their movies. We are working on ideas for that.
- Press releases and social media updates on the house decorating contest, recreation activities, COVID updates, flu clinics and Halloween Guidelines.
- Rifle Rapport article on the house decorating contest.
- Attended Census Committee meeting, county health department/municipality coordination meeting and GRIT meeting.
- Press release on Hello Rodeo scheduled for October 16th at noon at Heinze Park and Rifle Middle School.

MUNICIPAL COURT

- Attended monthly meeting of municipal court administrators to discuss challenges of maintaining caseload during a pandemic.
- Working on drafting a new ordinance to restrict truck traffic through town and clarifying which vehicles must use Highway 13 bypass.
- Handled 55 adult cases and 11 juvenile cases on October 7 court date.
- Officer Josh Allison came up with the brilliant idea of Warrant Wednesdays where officers will go out between 6:00am and noon and pick up as many people as they can who have outstanding warrants. This is critical right now because due to restrictions at the jail as a result of the pandemic, individuals are not being held on municipal warrants. So basically, they are just being released upon contact. Josh's ingenious idea will get them before the court where they can be handled. Our first date will be October 21st.

CLERK'S OFFICE

- Finished the review process and issued a new license for a new Retail Marijuana Cultivation business.

- Coordinated safety training for the City’s work crews. The safety trainings sessions included Hazardous Operations (Lockout Tagout Awareness, Trenching/ Shoring Awareness, Confined Space Awareness), Workzone Safety and CDOT Flagger Certification. The safety trainer for these sessions was a Loss Control Trainer from CIRSA.
- Coordinated budget workshops for September and October.
- Staff is currently working with CIRSA to complete the required annual safety audit.
- Staff attended a CML Legislative update. Which was an overview of the 2020 Regular Legislative Session focusing on legislation relative to municipalities and City Clerks.

BUILDING & PLANNING

- The rifle arch/grand hogback trail construction is making progress. Approximately 3 of the 6.5 miles of trails scheduled to be built this year have been finished. The public can already utilize one new trail that 1.0 mile long and connects in near the parking lot.
- City staff continues to work with the Carquest owners to demolish the building. Progress is slow due to issues with asbestos disposal costs and CDPHE permitting, however it does continue to move forward.
- The River Visioning meetings have gone well in the last week. We met with an engineer that specializes in the construction of whitewater parks. He looked at our stretch of the Colorado River and believes that we have promising hydrology for features in the river. On Monday, we shared that information with about 10 members of the public and partner institutions to get their feedback. Community Builders facilitated the session and will use the community feedback to frame some ideas and questions that can be posed to the community through other means such as online surveys and presentations at various board meetings.
- The City Hall remodel team met to do a final review of the 90% drawings and discuss the bid schedule. Phil Vaughan estimates that a selected contractor will be ready for approval at the December 16th Council meeting, which means work will likely start in early January.

INFORMATION TECHNOLOGY

- Monthly desktop updates and quarterly server updates are both scheduled for this month, including retirement of aging server OS.
- Network improvements continue:
 - City Hall network segmentation has been completed – improving security.
 - Wastewater network has been reconfigured and segmented.
 - Battery Backup installed at Senior Center, replaced at Parks and O&M.
 - Aruba Wireless is now configured at Water, soon at Wastewater.
 - Preparations are underway for core switch stack replacements at PD and City Hall.
 - Preparations for additional firewall giving us redundancy and additional throughput.
- Security camera system options have been reviewed to replace the aging system at the Police Department, final review and installation coming soon. We want to be sure that the system chosen works for City Hall and any other City buildings/locations going forward.