



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

February 3, 2021
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Discuss possible agenda items for February 9, 2021 Joint Workshop with Garfield County Board of County Commissioners (BOCC)

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 December 2, 2020, Regular Meeting
 - 4.b. Consider Minutes of the December 2, 2020, Special Meeting
 - 4.c. Consider Amending Appendix A of the Rifle Municipal Code regarding sanitation and water rates for 2021 - Ordinance No. 1, Series of 2021 - 2nd Reading
 - 4.d. Consider Purchase Order for expenditure to Colorado River Fire Rescue for Janitorial Services at City of Rifle Police Department
5. **Action, if any, on Workshop Items**
6. **Regular Agenda**
 - 6.a. Receive Update on 2021 Parks and Recreation Fees

- 6.b. Consider designating equipment as surplus and disposition of equipment
- 6.c. Consider Professional Services Agreement with SGM for Construction Management Services for the Dewatering Improvements at the Wastewater Treatment Facility
- 6.d. Consider Purchase of 2020 Elgin Crosswind Street Sweeper
- 6.e. Consider Rifle Creek Golf Course Water Rights Lease
- 6.f. Receive Presentations on Bureau of Land Management (BLM) Grand Hogback Trails and Additional Parking Lot for Grand Hogback Trails

7. Administrative Reports

- 7.a. Report to City Manager

8. Comments from Mayor and Council

9. Adjournment



Agenda Item #a.

Agenda Item Name:

Discuss possible agenda items for February 9, 2021 Joint Workshop with Garfield County Board of County Commissioners (BOCC)

Presenter:

Item Description:

Discuss possible agenda items for February 9, 2021 Joint Workshop with BOCC.

Recommended Action:

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

On February 9, 2021, Rifle City Council will participate in a joint workshop with Garfield County Commissioners. Agenda Items for this workshop's discussion are needed.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

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 December 2, 2020, Regular Meeting

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Minutes of the December 2, 2020, Regular Meeting

Recommended Action:

Approve the minutes of the December 2, 2020, City Council Regular Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the December 2, 2020, Regular Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 12.2.2020 Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

December 2, 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 held as an electronic meeting.

Present at Roll Call:

Mayor Barbara Clifton, Councilor Theresa Hamilton, Councilor Joe Carpenter, Councilor Brian Condie, Councilor Ed Green, Councilor Clint Hostettler, and Councilor Sean Strode.

Others Present:

Rifle City Manager Scott Hahn, City Clerk Kristy Doll, City Attorney Jim Neu, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Chief of Police Tommy Klein, Finance Director Michelle Duran, and Planning Director Nathan Lindquist.

PUBLIC COMMENT

No citizen comments were heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the October 7, 2020, Regular Meeting
- B. Consider Liquor License Renewals for Lilly's Kitchen dba Lilly's Kitchen, J&L, Inc. dba Shanghai Garden and BPOE Lodge dba Rifle Lodge No. 2195
- C. Consider rezoning 2128 Railroad Avenue, North Rifle Addition, from Light Industrial (LI) to Community Service Business District (CS) - Ordinance No. 12, Series of 2020 - 2nd Reading.
- D. Consider amending Chapter 8, Article I of the Rifle Municipal Code to provide for the designation and regulation of truck routes in the City - Ordinance No. 11, Series of 2020 - 2nd Reading
- E. Support letter for School District RISE Grant application

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

Roll Call: Yes - Barbara Clifton, Theresa Hamilton (abstained as to item E), Joe Carpenter, Brian Condie, Ed Green, Clint Hostettler, Sean Strode; No - None

PUBLIC HEARING

Consider Amended 2020 Budget and Supplemental Appropriation

Mayor Barb Clifton opened the Public Hearing. Finance Director Michelle Duran explained that supplements to the original 2020 budget are required for several unexpected expenses, some of which are covered by unforeseen revenues. Supplemental appropriations are needed for Parks and

Recreation Fund, Capital Improvement Fund, General Fund, Sanitation Fund, Tourism and Industry, and Fleet Fund. The new Rifle Metro Pool construction resulted in a savings of one million dollars, which will be transferred from the Parks and Recreation Fund back to the Capital Improvement Fund. Some pool construction costs that were budgeted for in 2019 occurred in 2020, so construction loan funds were drawn in 2020 to cover those expenditures. The CARES Act provided reimbursement for allowed Covid-19 related costs; thus, appropriations to the 2020 budget are needed for additional expenditures and an increase of \$749,000 in revenues to be received from the CARES Act funding. No public comment was received. Mayor Barb Clifton closed the public hearing.

REGULAR AGENDA

Consider Amending the Budget for year ending December 31, 2020, - Resolution No. 20, Series of 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, AMENDING THE CITY'S BUDGET FOR THE YEAR ENDING DECEMBER 31, 2020.

Councilor Theresa Hamilton moved to approve Resolution No. 20, Series of 2020; 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 Adopting Supplemental Appropriations for the budget year ending December 31, 2020 - Ordinance No. 14, Series of 2020

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR A SUPPLEMENTAL APPROPRIATION FOR THE BUDGET YEAR ENDING DECEMBER 31, 2020.

Councilor Theresa Hamilton moved to approve Ordinance No. 14, Series of 2020, as presented, and order it to be published as required by Charter; seconded by Councilor Brian Condie.

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

Consider Mill Levy Certification for the 2021 Budget Year - Resolution No. 19, Series of 2020

A RESOLUTION OF THE CITY OF RIFLE, COLORADO LEVYING GENERAL PROPERTY TAXES TO HELP DEFRAID THE COST OF GOVERNMENT FOR THE CITY OF RIFLE FOR THE 2021 BUDGET YEAR

Finance Director Michelle Duran stated the Mill Levy from Garfield County must be certified and submitted by December 15, 2020. The Garfield County Assessor certified the 2020 net assessed valuation for the City of Rifle is \$120,348,110. During the 2021 fiscal year, a tax levied of 5.261 mills upon each dollar of the total valuation is assessed on all taxable property within the City for the City's general operating expenses. Staff recommends approval of Resolution No. 19, Series of 2020.

Councilor Clint Hostettler move to approve Resolution No. 19, Series of 2020; seconded by Councilor Theresa Hamilton.

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

Administrative Reports

Administrative Reports were heard from City Manager Scott Hahn, Planning Director Nathan Lindquist, Chief of Police Tommy Klein, Finance Director Michelle Duran, and City Clerk Kristy Doll.

Comments from Mayor and Council

Mayor and Council comments were heard from Councilors Sean Strobe, Brian Condie, Theresa Hamilton, and Mayor Barb Clifton.

Adjournment

Meeting adjourned at 7:43 p.m.

Kristy Doll
City Clerk

Barb Clifton
Mayor



Agenda Item #4.b.

Agenda Item Name:

Consider Minutes of the December 2, 2020, Special Meeting

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Minutes of the December 2, 2020, Special Meeting

Recommended Action:

Approve the minutes of the December 2, 2020, City Council Special Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the December 2, 2020, Special Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 12.2.2020 MINUTES - Special meeting



CITY COUNCIL SPECIAL MEETING

December 2, 2020

5:30 p.m.

202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

Present at Roll Call:

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

Others Present:

Rifle City Manager Scott Hahn, City Clerk Kristy Doll, City Attorney Jim Neu, Chief of Police Tommy Klein, and Eric Ziporin

Pledge of Allegiance

EXECUTIVE SESSION

Executive Session for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 246402(4)(b) and to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interests under C.R.S. Section 246402(4)(a)". (Pending litigation Civil Action No. 1:20-cv-00594-PAB-GPG Charles Baldwin v. City of Rifle, Colorado) (Real estate acquisition)

Councilor Hamilton moved to enter into Executive Session for legal advice on pending litigation - Pending litigation Civil Action No. 1:20-cv-00594-PAB-GPG Charles Baldwin v. City of Rifle, Colorado and Real estate acquisition ; seconded by Councilor Condie.

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

Adjournment

Upon returning to the Special Meeting following the conclusion of the Executive Session, the meeting adjourned at 6:32 p.m.

Kristy Doll
City Clerk

Barb Clifton
Mayor



Agenda Item #4.c.

Agenda Item Name:

Consider Amending Appendix A of the Rifle Municipal Code regarding sanitation and water rates for 2021 - Ordinance No. 1, Series of 2021 - 2nd Reading

Presenter:

Scott A. Hahn

Item Description:

Set preferred annual utility fee increases

Recommended Action:

Approval Ordinance No. 1, Series of 2021 on second reading

Fiscal Impact:

Increases match what is budgeted in the 2021 budget. A utility study is underway to look at future changes. Sewer and Sanitation both need an increase in rates to better balance the budget. However, the 5% sewer increase is the automatic increase identified in city code. The Sanitation increase of 7.5% is necessary to match revenue to current expenditure. There is no increase in water rates so this has fiscal impact on the Water Fund.

Operational Impact:

None

Prior Board Motions:

These increases are reflected in the 2021 budget approved by City Council.

Background Information:

City Code provides for an automatic 5% increase in each utility fund's rates each year. Over the last few years we have adjusted this percentage in each fund to match what we believe is a more accurate level. The combined affect of our annual changes is that we charged less than what we would have if we did not alter the 5% automatic increase for all funds. Water Fund balance appears strong so we recommend 0% increase. Sewer Fund balance is weak so we recommend accepting the automatic 5% increase. Sanitation Fund balance is weak and needs 7.5% for 2021 expected expenditures.

Executive Summary:

Rate adjustments are necessary for the 2021 year. A Utility Rate study is currently being finalized which will give recommendations for future rate adjustments.

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Ordinance No. 1-Sanitation and Water Rates

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 1
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING REFUSE
COLLECTION AND WATER RATES.

WHEREAS, the City of Rifle sanitation fund is experiencing increased costs associated with providing refuse collection services necessitating an increase in fees to adequately meet the City's current and future needs and to remain fiscally responsible; and

WHEREAS, the City of Rifle water fund has attained efficiencies and fees can remain at 2020 rates to help offset the increased refuse collection fees; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend the fees for Section 6-7-60 and Section 13-1-380 at Appendix A of the Rifle Municipal Code accordingly.

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

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

Section 2. The following refuse collection rates and charges referenced in the Code at Appendix A, for RMC Section 6-7-60, are hereby repealed and reenacted to read as follows:

6-7-60	Refuse Collection Rates and Charges	
	Single-family residential, multi-family:	
	1 64-gallon container	\$18.95/month
	2 nd 64-gallon container	\$14.20/month
	64-gallon container additional pick up each time	\$15.00
	1 96-gallon container	\$22.35/month
	2 nd 96-gallon containers	\$17.20/month
	96-gallon container additional pick up each time	\$17.65
	Commercial/multi-family:	
	1 300-gallon container 1 pick up per week	\$59.55/month
	Additional 300-gallon container	\$40.30/month

	300-gallon container additional pick up each time	\$66.25/month
	Special services for multi-family residential units with 300-gallon container	\$0.70/unit/month added to 300-gallon container account bill
	Senior citizens/disabled persons discount:	
	1 64-gallon container or 1 96-gallon residential container	80% of applicable rate
	Future refuse collection rate increases: Refuse collection rates set forth in Section 6-7-60 shall increase on January 1 of each calendar year by 5%, rounded up to the nearest \$0.05.	

Section 3. The following water rates, fees and charges referenced in the Code at Appendix A, for RMC Section 13-1-380, are hereby repealed and reenacted to read as follows to keep fees at the 2020 rates (no increases) effective January 1, 2021:

13-1-380	Water rates Standard water service fees for users within corporate city limits: All classes of water users located within the corporate City limits shall pay the following monthly water service fees:	
	Flat fee	\$30.63 per EQR (calculated according to Section 13-4-60 EQR Schedule) up to 2,000 gallons of monthly water use per EQR
	Plus (in addition to above)	\$4.09/1,000 gallons of water use/month 2,001—4,000 gallons \$4.34/1,000 gallons of water use/month 4,001—8,000 gallons \$5.10/1,000 gallons of water use/month 8,001—20,000 gallons \$6.12/1,000 gallons of water use/month 20,001 or more gallons
	Water Tank Surcharge	12% of total water service fee
	Variable rates/other fees	
	Senior citizen (in City only)	80% applicable in-City flat fee (No reduction on rates for monthly gallons used)
	Standby fee	50% of flat fee per EQR
	Outside corporate City limits	150% applicable in-City rate (Subject to flat fee at increased rate)
	Irrigation interruptible water service rate	The tiered water rates above with no flat fee

	Bulk sales rate (hydrant - when permitted)	\$25.00 per month plus 400% applicable in-City rate for use
	Airport Pressure Zone surcharge	\$0.79/1,000 gallons
	Duplicate bill charge	\$1.53 each duplicate issued
	Future water rate increases: Water service fees for all classes of water users shall increase on January 1 of each calendar year by 5%.	

INTRODUCED, on January 20, 2021, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 3, 2021, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #4.d.

Agenda Item Name:

Consider Purchase Order for expenditure to Colorado River Fire Rescue for Janitorial Services at City of Rifle Police Department

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

Approve Expenditure to Colorado River Fire Rescue for Shared Janitorial Services at City of Rifle Police Department.

Recommended Action:

Staff recommends approval of the Purchase Order for Colorado River Fire Rescue for Shared Janitorial Services at City of Rifle Police Department in the amount of \$26,023.99.

Thank You.

Fiscal Impact:

This item was included in the 2021 budget for an expenditure of \$26,023.99 to Colorado River Fire Rescue.

Operational Impact:

Prior Board Motions:

Background Information:

This has proven to be a cost effective way to obtain high quality Janitorial services for the police department building, which includes Municipal court. Police Department and Court staff has been satisfied with this service. This is especially critical because of the 24/7 nature of police department operations at the building.

Executive Summary:

In 2014 an MOU was negotiated between the City of Rifle-Rifle Police Department and Colorado River Fire Rescue (CRFR) to cooperatively acquire janitorial services for the two neighboring facilities.

This year, due to the cost of the services, City Council approval is required.

CRFR and Rifle PD are satisfied with the services, which are contracted by CRFR. This item was included in

the 2021 budget. The City will be invoiced on a quarterly basis by CRFR. The invoice will be paid from the contract maintenance line of the Grounds and Facilities budget. The amount for Rifle 's share for 2021 is \$26,023.99

Notification Requirements:

Prepared By:

Tom Whitmore, Parks & Recreation Director

Attachments:

1. CRFR 2021 Cost Share
2. Signed_MOU_Janitorial_2014 City-CRFR
3. CRFR Janitorial Purchase Request

Hi Tom:

The 2021 cost will be \$26,023.99. I will make a note on my calendar in July to update any changes for 2022.

Thank you,

PJ Tillman



PJ Tillman

Administrative Director at Colorado River Fire Rescue

A 1850 Railroad Avenue - Rifle, CO 81650

P 970-625-1243 x20 **M** 970-456-6396

E pj.tillman@crfr.us

W www.crfr.us



Memorandum of Understanding
For Janitorial Services

This Memorandum of Understanding (MOU) is made on the 1st day of JULY, 2014 by and between Colorado River Fire Protection District (CRFR), the Rifle Police Department (RPD), and the Garfield County Emergency Communications Authority (GCECA).

WHEREAS, RPD, GCECA and CRFR each have a part-time need for janitorial and custodial services to maintain their buildings in a clean and presentable condition;

WHEREAS, RPD and GCECA has expressed a desire to cost share the janitorial services with CRFR, which will employ personnel with expertise in this area to perform and manage this work on their behalf; and,

WHEREAS the above mentioned entities desire to enter into a Memorandum of Understanding in which CRFR will provide janitorial services to GCECA and RPD on a cost-sharing basis.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

TERM AND TERMINATION: This MOU shall apply to the period of (month/day/year) through (month/day/year) unless sooner terminated. This MOU may be terminated by any party, with or without cause, as follows:

- CRFR, GCECA, or RPD may terminate this MOU if it is determined in that party's best interest. Such termination will be effected by providing a minimum thirty (30) calendar days' written notice to the other parties.
- CRFR may terminate this MOU if, in its opinion, GCECA or RPD have failed to fulfill its obligation adequately. Such a termination will be effected by delivery of a written notice of termination at least fifteen (15) days prior to termination, specifying the date of termination.
- RPD or GCECA has the right to terminate this MOU in the event a CRFR employee performing janitorial services has a pending criminal case or other sensitive issues.

SCOPE OF SERVICES: CRFR shall provide regularly scheduled janitorial services and *appropriate supplies* to efficiently maintain a high level of cleanliness for the Rifle Police Department / Rifle Municipal Court Building and the GCECA Building in accordance with the best standards of practice.

BILLING: CRFR will invoice RPD and GCECA monthly at the following addresses:

Billing Address: Rifle Police Department
201 E. 18th Street
Rifle, CO 81650

Billing Address: GCECA
585 E 1 St.
Rifle, CO 81650

The City of Rifle and GCECA will pay the amount invoiced within thirty (30) days of receipt. RPD and/or GCECA may inspect their facilities with a CRFR representative within 10 business days of receipt of an invoice. Any resulting adjustments in favor of RPD and/or GCECA will be applied as a credit to the next payment to be made.

GENERAL REQUIREMENTS:

CRFR shall be responsible for any damage to the building caused by its work force while performing janitorial services. Labor, materials and costs of repair or replacement of these damages shall be the responsibility of and provided by CRFR.

A thorough preliminary inspection by RPD, GCECA, and CRFR shall be conducted prior to the commencement of the janitorial services under this MOU. Monthly inspections will be made by RPD and GCECA with a representative of CRFR to identify and resolve any discrepancies or deficiencies.

Before commencing janitorial services CRFR shall provide GCECA and RPD with information sufficient to conduct a security check on all CRFR employees performing janitorial for the GCECA and RPD, to include name, address, social security number, driver's license number, date of birth, and submission of fingerprints when requested by RPD.

GCECA and RPD shall be notified of any changes in CRFR's employee(s) performing janitorial services at least twenty-four (24) hours before the changes become effective. Notifications of changes are to be submitted in writing to each agency's department head or their designee.

The individuals employed by CRFR to perform the janitorial services shall be legally authorized to perform work in the United States.

CRFR shall provide appropriate training to employees prior to their performing janitorial services to ensure competent performance of the work during scheduled hours.

All buildings of each entity will be cleaned at an agreed upon time so as to be least disruptive to service provided during business hours.

All City offices handle sensitive and confidential materials which will be treated as such by CRFR's janitorial services employees.

Each CRFR employee shall be required to sign for each key or access card issued to the employee. Lost key cards shall be reported to GCECA or RPD immediately and a \$10.00 fee for a duplicate may be charged.

Additional janitorial services, such as floor waxing/buffing, can be arranged and will be agreed upon between all parties prior to the work being accomplished. All parties will be notified of the need for additional janitorial services beyond the normal scope of janitorial services.

Colorado River Fire Protection District

By: Kevin Eperstad Date: 7/2/14

Rifle Police Department

By: John Dwy Date: 7/2/14

Garfield County Emergency Communications Authority

By: inf. E. Ste Date: 7.2.2014



CITY OF RIFLE PURCHASE REQUEST

1.	Vendor Name			NEW: W-9 attached ☐
	Colorado River Fire Rescue			
2.	Vendor Address			
	1850 Railroad Avenue			
	Rifle Co 81650			
3.	For the Purchase of (description)			
	Janitorial/PD			
4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.	
	\$26023.99	\$87550	<i>M. Deenan</i>	
5.	Dept. Name	General Ledger Acct #		
	Grounds	100-4195-400-431		
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		
		Request for Proposal (attach bid tab)		
		Formal Bid (attach bid tab and advertisement)		
	X	Single Source (attach an explanation)		
8.	Authorization Required			
		City Manager		
	X	City Council		
9.	Signatures			
	Position	Signature	Date	
	Department Director	<i>[Signature]</i>	1/21/21	
	City Manager	<i>[Signature]</i>	1/28/21	
	City Council Approval (meeting date)	2/3/2021		
10.	Purchase Order # assigned by Finance			



Agenda Item #6.a.

Agenda Item Name:

Receive Update on 2021 Parks and Recreation Fees

Presenter:

Item Description:

Accept report on Parks and Recreation fees for the upcoming season.

Recommended Action:

No action is required.

Per Rifle Municipal Code 11-6-70, the City Manager is authorized to approve fees.

This is an report for Council's information, review, and comment.

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Parks and Recreation staff updates and reports on departmental fees each year.

Fees have been recommended by staff, reviewed by the Parks and Recreation Advisory Board, and approved by the City Manager.

The fee list is summarized on the attachment.

Executive Summary:

Parks and Recreation fees are reviewed annually. Cost of operating continue to rise and it is prudent to periodically increase fees to keep up with increasing costs. The presented information reflects changes in some fees.

Fee philosophy for public Parks and Recreation Programs and Facilities is based on a pyramid with more wide-spread community and youth fees being at the lower end (base of the pyramid) of fees and more specialized

individual youth and adult program fees being at the upper end.

Notification Requirements:

Prepared By:

Tom Whitmore, Parks & Recreation Director

Attachments:

1. PRAB Fee Presentation Council

PARKS & RECREATION FEES 2021

RIFLE MOUNTAIN PARK

Rifle Mountain Park	Price
Annual Pass - Resident	\$ 20.00
Annual Pass - Garfield County Resident	\$ 35.00
Annual - Nonresident	\$ 60.00
Day Pass	\$ 5.00
Camping	\$ 10.00
Group Area	\$ 60.00
Community House - Friday/Saturday - Rifle Resident	\$ 80.00
Community House - Friday/Saturday - Nonresident	\$110.00
Community House - Friday/Saturday - Service Group	\$ 80.00
Community House - Friday/Saturday - Special Event	\$300.00
Community House - Weekday - Rifle Residents	\$ 45.00
Community House - Weekday - Nonresident	\$ 55.00
Community House - Weekday - Service Group	\$ 45.00
Community House - Weekday - Special Event	\$215.00
Community House - Cleaning & Damage Deposit	\$200.00
Community House Rental - Cleaning & Damage Deposit - Special Event	\$250.00
Community House/Group Area - 10 Day Passes	\$ 40.00

DEERFIELD REGIONAL PARK & CITY PARKS

Deerfield Regional Park	Price
Cooper Baseball Field	\$ 90.00
Baseball Field - Per Hour	\$ 25.00
Baseball Field - Game *3 hours	\$ 75.00
Softball Field - Per Hour	\$ 25.00
Softball Field - Game *3 hours	\$ 50.00
Soccer Field - Per Hour	\$ 20.00
Soccer Field - Game * 3 hours	\$ 50.00
Lights	\$ 25.00
Baseball/Softball - Field Preparation	\$ 20.00
Grotto Rental - Per Hour	\$ 10.00
City Park Pavillon Rentals	Price
Pavillon Rental - Per Hour	\$ 10.00

RIFLE METRO POOL

Rifle Metro Pool	Price
Aerobic Walking	\$ 5.00
Water Aerobics - Drop in	\$ 5.00
Water Aerobics - 20 Punch Pass	\$ 80.00
Water Aerobics - 40 Punch Pass	\$120.00
Dive-in Movies	\$ 6.00
Rifle Tri-fle - Individual	\$ 40.00
Rifle Tri-fle - Team (3 people)	\$ 70.00
Pony Express Kids Mini Triathlon	\$ 15.00
Swim Team - Individual	\$200.00
Swim Team - Additional Individual Family Member	\$150.00

RIFLE METRO POOL

Swimming Lessons	\$ 40.00
Pirate and Mermaid Party	\$ 10.00
3rd of July Celebration - Swim all Day	\$ 3.00
Open Swim - Ages 0-2	Free
Open Swim - Ages 3-59 (4 Hour Session)	\$ 8.00
Open Swim - Ages 3-59 (2 Hour Session)	\$ 5.00
Open Swim - Ages 60+	\$ 3.00
Open Swim - Chaperone	\$ 3.00
Open Swim - 20 Punch Pass	\$100.00
Open Swim - 30 Punch Pass	\$135.00
Open Swim - 50 Punch Pass	\$150.00
Family Swim - Ages 0-2	Free
Family Swim - Ages 3+	\$ 2.00

RIFLE METRO POOL

Twilight Swim - Ages 0-2	Free
Twilight Swim - Ages 3+	\$ 4.00
Twilight Swim - Chaperone	\$ 2.00
Lap Swim	\$ 5.00
Lap Swim - 20 Punch Pass	\$ 60.00
Group Rate (10 or more)	\$ 4.00
Pool Shade Structure Rental - Large Structure - Per Hour	\$ 50.00
Pool Shade Structure Rental - Small Structure - Per Hour	\$ 40.00

RIFLE METRO POOL

Private Parties - 1-50 People - Zero Depth or Comp Pool	\$200.00
Private Parties - 51-100 People - Zero Depth or Comp Pool	\$275.00
Private Parties - 101-200 People - Zero Depth or Comp Pool	\$350.00
Private Parties - 201-300 People - Zero Depth or Comp Pool	\$425.00
Private Parties - 1-50 People - Zero Depth & Slide or Comp Pool & Slide	\$300.00
Private Parties - 51-100 People - Zero Depth & Slide or Comp & Slide	\$350.00
Private Parties - 101-200 People - Zero Depth & Slide or Comp Pool & Slide	\$425.00
Private Parties - 201-300 People - Zero Depth & Slide or Comp & Slide	\$500.00
Private Parties - 1-50 People - All Pools	\$400.00
Private Parties - 51-100 People - All Pools	\$475.00
Private Parties - 101-200 People - All Pools	\$550.00
Private Parties - 201-300 People - All Pools	\$625.00

RECREATION ACTIVITIES

Activities	Price
Craft Creations	\$ 25.00
Archery	\$ 40.00
Father's Day Crafts	\$ 25.00
Wildlife Rehab Tour	\$ 15.00
Brenden Theater Tour	\$ 2.00
Bowling Alley Tour	\$ 2.00
Rollin' Rendezvous	\$ 5.00
Tae Kwon Do	\$ 40.00
Cheatin' Woodchuck Chase	\$ 25.00

RECREATION SPORTS

Recreation Sports	Price
Pre T-Ball	\$ 25.00
Youth T-Ball	\$ 30.00
Youth Cheerleading	\$ 75.00
3rd-6th Grade Flag Football	\$ 35.00
3rd-4th Grade Volleyball	\$ 35.00
5th-6th Grade Volleyball	\$ 40.00
Re-2 Soccer	\$ 35.00
Girls Basketball 3rd-4th	\$ 40.00
Girls Basketball 5th-6th	\$ 55.00
Boys Basketball 3rd-4th	\$ 40.00
Boys Basketball 5th-6th	\$ 55.00

RECREATION SPORTS

Youth Basketball	\$ 25.00
Lil Soccer	\$ 25.00
Mini T-Ball	\$ 15.00
Tiny Track	\$ 25.00
Youngster Flag Football	\$ 25.00
Intro to Sports Camp	\$ 50.00
Youth Baseball	\$ 80.00
Youth Softball	\$ 80.00
Golf Camp	\$ 60.00

SUNLIGHT SPORTS BUS

Sunlight Winter Sports Bus	Price
Season Pass	\$ 35.00
Day Pass	\$ 15.00

****The Winter Sports Bus is suspended for the 2020/2021 ski season****

ADULT SPORTS

Adult Sports	Price
Co-ed Softball - Per Team	\$ 410.00
Co-ed 4 vs 4 Volleyball - Per Team	\$ 125.00
Co-ed 6 vs 6 Volleyball - Per Team	\$ 125.00
Co-ed Indoor Soccer - Per Team	\$ 215.00
Co-ed Dodgeball - Per Team	\$ 125.00
Co-ed Cornhole - Per Team	\$ 80.00



Agenda Item #6.b.

Agenda Item Name:

Consider designating equipment as surplus and disposition of equipment

Presenter:

Robert Burns , Utilities Director

Item Description:

Staff is seeking approval to dispose of old components as part of the dewatering improvements at the Wastewater Reclamation Facility

Recommended Action:

Move to designate old components at the Wastewater Reclamation Facility as surplus and approve contractor removal and disposal of old components

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

The Rifle Municipal Code outlines the procedure for the designation of surplus equipment and the process to be used to sell the surplus equipment. City Council may direct staff to dispose of the equipment instead.

Sec. 4-3-130. - Sale of real and personal property.

All sales of real property must be approved by City Council. Personal property, such as materials, supplies and equipment, shall be sold as follows:

(1) Any item of personal property must be designated as surplus before it may be sold. Personal property purchased by the City at a cost of ten thousand dollars (\$10,000.00) or more must be declared surplus by the City Council. The City Manager may declare all personal property purchased by the City at a cost of less than ten thousand dollars (\$10,000.00) to be surplus, but nothing in this Section shall prohibit the City Manager

from referring surplus designation decisions on such property to the City Council.

(3) Unless otherwise directed by the City Council, the City Manager shall sell property purchased by the City at a cost of ten thousand dollars (\$10,000.00) or more by conventional auction methods or web-hosted public surplus auctions. When using conventional auction methods, the City Manager shall provide at least ten (10) days' notice in the official newspaper of the City and, optionally, on the City's website. Surplus property shall be sold to the highest responsible bidder. The City Manager may establish minimum bid amounts and reserve prices. If no bids are received by the City in an auction of surplus property, in lieu of undertaking a second auction of the property, the City Manager, at his or her sole discretion, may donate the item to any entity of the City Manager's choosing to which charitable donations may lawfully be made, or if the surplus property is of insignificant or no value, as determined by the City Manager in consultation with appropriate City staff members, the City Manager may order its disposal.

Executive Summary:

As part of the dewatering improvements at the wastewater facility some old equipment will need to be removed and disposed of. This equipment consist of some screens, augers and associated piping to make room for the new dewatering press.

The equipment as it is sited in the building cannot be removed whole and to disassemble and reassemble would lead to an overall project cost increase of \$6,000 to \$8,000 based on initial bid reviews.

Staff recommends designating this equipment as surplus and that the successful contractor be authorized to demo and dispose of the old equipment.

Notification Requirements:

Prepared By:

Robert Burns , Utilities Director

Attachments:

1. disposition of old equipment



***City of Rifle, Colorado
Utility Department
Disposition of Equipment***

To: Scott Hahn, City Manager
From: Robert Burns, Utility Director – Utility Department
Re: Disposition of Equipment

Mr. Hahn,

As part of the dewatering improvements at the wastewater facility some old equipment will need to be removed and disposed of. This equipment consist of some screens, augers and associated piping to make room for the new dewatering press.

The equipment as it is sited in the building cannot be removed whole and to disassemble and reassemble would lead to significant increases in project cost.

As this was a proprietary technology that has proven to be inefficient, there are no buyers for the equipment as-is.

Staff has received calls from other municipalities that have removed their cannibal screens to see if we would be interested in purchasing from them.

Staff is recommending that the successful contractor be authorized to demo and haul the old equipment as metal prices are not currently high enough to justify the amount of staff time that would be required to disassemble and haul.

Thank you for your consideration

Robert P. Burns

Robert P. Burns

Utility Director

City of Rifle – Utility Department



Agenda Item #6.c.

Agenda Item Name:

Consider Professional Services Agreement with SGM for Construction Management Services for the Dewatering Improvements at the Wastewater Treatment Facility

Presenter:

Robert Burns , Utilities Director

Item Description:

Consider award of dewatering improvements construction management to SGM

Recommended Action:

Move to approve construction management services to SGM for Dewatering Improvements at the Wastewater Treatment Facility

Fiscal Impact:

Proposal is a not-to-exceed amount of \$76,364 and was budgeted for.

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Sec. 4-3-50. – Purchasing authority and process.

(6) Professional Services

** When it is determined by the purchasing agent that one professional service vendor clearly has exceptional expertise in the required service area, the purchasing agent may waive the request for proposal requirement and conduct contract negotiations as appropriate.

Based on this section of the Rifle Municipal Code, staff believes SGM clearly has exceptional expertise for the following reasons

- SGM is the design firm of the Rifle Regional Wastewater Reclamation Facility.
- SGM has performed design on this project along with managing the bid process.
- SGM has been involved and is familiar with several current projects including discharge

permit renewal and possible modification along with work efforts to understand the source of copper in the wastewater facility effluent stream along with copper removal pilot studies.

- Staff is familiar with working with SGM and has a good baseline understanding of what this project will involve.
- The City of Rifle has long standing professional relationship with SGM.

Notification Requirements:

Prepared By:

Robert Burns , Utilities Director

Attachments:

1. SGM Screw Press CM Sole Source Memo



**City of Rifle, Colorado
Utility Department
Wastewater Solids Handling**

To: Scott Hahn, City Manager
From: Robert Burns, Utility Director – Utility Department
Re: Sole Source – Professional Services – Construction Management

Mr. Hahn,

Staff is requesting to sole source construction management services to SGM for the dewatering improvements at the Rifle Regional Wastewater Reclamation Facility. Staff budgeted an amount equal to 10% of total project cost and the attached proposal is within that amount. The cost estimate is a not-to-exceed amount of \$76,364.

Rifle Municipal Code
Sec. 4-3-50. – Purchasing authority and process.

(6) Professional Services

** When it is determined by the purchasing agent that one professional service vendor clearly has exceptional expertise in the required service area, the purchasing agent may waive the request for proposal requirement and conduct contract negotiations as appropriate.

Based on this section of the Rifle Municipal Code, staff believes SGM clearly has exceptional expertise for the following reasons

- SGM is the design firm of the Rifle Regional Wastewater Reclamation Facility.
- SGM has performed design on this project along with managing the bid process.
- SGM has been involved and is familiar with several current projects including discharge permit renewal and possible modification along with work efforts to understand the source of copper in the wastewater facility effluent stream along with copper removal pilot studies.
- Staff is familiar with working with SGM and has a good baseline understanding of what this project will involve.
- The City of Rifle has long standing professional relationship with SGM.

Thank you for your consideration

Robert P. Burns

Robert P. Burns

Utility Director

City of Rifle – Utility Department

January 11, 2020

Robert Burns, Utility Director
City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Re: Proposal for Construction Management of RRWWRF Dewatering Improvements

Dear Robert,

SGM appreciates the opportunity to provide engineering and construction oversight services to the City of Rifle (City) in support of the Rifle Regional Wastewater Reclamation Facilities (RRWWRF) dewatering improvement project. SGM proposed providing the following services in support of the project construction:

- Project Management
 - o Internal project management and monthly budget/schedule/invoice review.
- Construction Engineering
 - o Bid Administration
 - o Construction Project Coordination
 - o Field Visits
 - o Weekly Construction meetings
 - o As-built Drawings
 - o CDPHE Construction Certification

SGM will work with the contractor and the City to provide the best outcome for the project.

COST ESTIMATE

SGM would bill the City on a not-to-exceed fee of **seventy-six thousand three hundred sixty-four dollars (\$76,364)**; however, we would invoice the City based on actual time and materials spent on the project. SGM's reimbursable expenses for the Project are included in this fee. The City will be responsible for reimbursable expenses including mileage fees for site visits. If the Scope of Services changes, an amendment to this agreement will be negotiated to meet the expanded Scope.

We greatly appreciate the opportunity to work with the City. Please contact Alex Kordick at 719-210-8338 or via email at alexk@sgm-inc.com if you have any questions or would like to discuss our proposal.

Best regards,



Alex Kordick
Engineer III

SGM, INC. - ENGINEERING SERVICES FEE ESTIMATE

Client:	City of Rifle			Date:	1/12/2021
Project:	RRWWRF Dewatering Improvements Construction Management				
SGM #:					
Project Manager/Project Engineer:	Chad Paulson				
Task #	TASK DESCRIPTION	LABOR HOURS	TOTAL SGM LABOR FEES	REIM-BURSABLES	TOTAL FEE
01	Project Management				
	Internal project setup; project management plan	44.0	\$7,024	\$0	\$7,024
	Perform monthly budget/schedule/invoice reviews (assume 4 month)	16.0	\$2,840	\$0	\$2,840
	Task Subtotals	60.0	\$9,864	\$0	\$9,864
02	Construction Engineering				
	Bidding (adminster bid process, answer contractor questions, addenda, eval bids, etc)	92.0	\$12,600	\$0	\$12,600
	Construction Project Coordination	76.0	\$11,852	\$0	\$11,852
	RFI	40.0	\$5,680	\$0	\$5,680
	Shop Drawings	34.0	\$5,152	\$0	\$5,152
	Field Visits (1x week, 8 weeks, + pre-bid and start-up)	98.0	\$15,028	\$720	\$15,748
	Construction meetings	40.0	\$6,336	\$0	\$6,336
	As-built drawings	28.0	\$4,304	\$0	\$4,304
	CDPHE Construction Certification	32.0	\$4,828	\$0	\$4,828
	Task Subtotals	440.0	\$65,780	\$720	\$66,500
	TOTAL LABOR HOURS	500.0			
	TOTAL LABOR COST		\$75,644	\$720	\$76,364



Agenda Item #6.d.

Agenda Item Name:

Consider Purchase of 2020 Elgin Crosswind Street Sweeper

Presenter:

Brian Prunty, Public Works Director

Item Description:

Purchase of 2020 Elgin Crosswind Street Sweeper, to include the trade-in of the 2012 Pelican Waterless Street Sweeper.

Recommended Action:

Motion to approve the purchase of the 2020 Elgin Crosswind Street Sweeper in the amount of \$278,750.00.

Fiscal Impact:

Purchase lowers annual maintenance and repair costs

Operational Impact:

Increased "up-time" for street sweeper; operationally and environmentally cleaner, lowers operator fatigue

Prior Board Motions:

Background Information:

Current sweeper's maintenance and repair frequency and subsequent down-time, inhibits O&M being able to properly perform street sweeping operations. A new sweeper contributes to high productivity, and operator safety.

Executive Summary:

Sweepers are inherently high-maintenance, so purchasing a new piece of equipment drives up-time operation and lowers shop time which burdens a single mechanic. The purchase of this sweeper will improve O&M operations and provide for a cleaner City.

We ask for authorization to spend \$278,750, which was budgeted this year.

Notification Requirements:

Prepared By:

Brian Prunty, Public Works Director

Attachments:

1. Memo to SHahn re funding for Street Sweeper
2. Sweeper Recommendation memo 2021
3. 2021 Sweeper Specifications for Bid
4. Bid Tab - Street Sweeper_2021
5. Elgin_Farris SKM_C25820121112191
6. Street Sweeper Purchase Request



TO: Scott Hahn, City Manager
FROM: Brian Prunty
CC: Colton Secary, O&M Supervisor
DATE: January 22, 2021
RE: Street Sweeper Purchase

Over the past year, it has become increasingly apparent that we have a need to upgrade and replace our existing Street Sweeping equipment. While we have two, the older machine is practically unusable due to environmental issues for the operators and the newer machine is simply worn out and has become a maintenance nightmare.

We are seeking Council Approval for expenditure in the amount of \$278,750 for the purchase of a replacement unit. This price includes the trade-in deduction for the 2012 Pelican Waterless Sweeper, valued at \$15,000. The unit that we have chosen, made by Elgin, meets our specifications and performance requirements.

While this is neither the highest or lowest of proposals it represents, best fit for specifications and dealer support. Therefore, we are recommending the purchase of the Elgin Unit.





TO: Brian Prunty
FROM: Colton Secary
CC: Eddy Meza
DATE: January 18, 2021
RE: Sweeper Recommendation

Over the Last few months I studied many sweeper manufacturers and the various options and equipment they are furnished with. I have determined the sweeper will conform to the following.

- Regenerative air
- One motor
- Vac type wandering hose
- Pressure washer attachment
- Right hand drive

My recommendation is the Elgin Crosswind sweeper. It is the only regenerative air sweeper that does not utilize a pony motor to run the sweeper portion of the truck. One motor to drive both the truck and machine means less moving parts, less maintenance, less room for failure and less time lost to recurring standby time for engine regeneration.

It is equipped with all of the above as well as a hopper wash, cab over chassis and variable speed brooms. The hopper wash makes for quick and effective maintenance to prolong the life of the machine. The cab over chassis provides for added maneuverability, visibility and safety while moving around parked cars and tight city streets. Variable speed brooms improve the ability of the machine to pick up light weight leaf litter and paper trash.

Faris Machinery is the Elgin dealer and they are located on the western slope in Grand Junction, keeping parts and service close to home.

Colton Secary
Operations and Maintenance Supervisor
970-665-6476
csecary@rifleco.org





2021 Operations and Maintenance Sweeper Specifications for Capital Purchase

- 1) Equipment will be a regenerative air type sweeper.
- 2) Equipment will be equipped with only one motor.
- 3) Equipment will be equipped with vacuum-type wandering hose.
- 4) Equipment will be equipped with a pressure wash extending hose.
- 5) Equipment will be equipped with right hand drive.
- 6) Equipment is preferred to have a cab-over chassis.
- 7) Equipment is preferred to have hopper wash.
- 8) Equipment is preferred to have variable speed brooms.

Narrative

Regenerative air type sweepers are the current standard. With less moving parts and large Cubic Feet per Minute (CFM) flows, they are known to be far more reliable, and performance far superior to that of the old-style mechanical sweeper.

One motor to drive both the truck and machine means less moving parts, less maintenance, less room for failure and less time lost to recurring standby time for engine regeneration.

A vacuum-type wandering hose in conjunction with a pressure washer hose means storm drains can be cleaned with one small machine that will not require lane closures or coordination with other departments. A pressure washer hose also makes for easy cleanup and maintenance of the machine itself.

Right hand drive is necessary for the observation of work being done and the safe passage of vehicles, trees, and other roadside obstacles.

A cab-over chassis provides for increased maneuverability and visibility when working around traffic and tight streets. A hopper wash is a quick and reliable way to fully clean the inside of the machine, further preserving service life. Variable speed brooms significantly improve the ability of the machine to pick up light weight leaf litter and paper trash.

Colton Secary
Operations and Maintenance Supervisor
O: 970-665-6476
C: 970-456-6701
csecary@rifleco.org





TO: Scott Hahn, City Manager
FROM: Brian Prunty
CC:
DATE: January 25, 2021
RE: Bid Tabulation

Below are the bids solicited for the purchase of a new Street Sweeper:

Intermountain Sweeper Company

Tymco 600 BAH Regenerative Air Sweeper \$286,150
[Shipping: Bestway]

Faris Machinery

Elgin Crosswind Regenerative Air Sweeper \$278,750
[Note: Price reflects \$15,000 credit for current Pelican Waterless
Street Sweeper; F.O.B.]

Neverest Equipment Company

Ravo 5-iSeries Street Sweeper \$252,209
[Includes \$6,000 for shipping and delivery]



Proposal

December 11, 2020

City of Rifle
 202 Railroad Ave.
 Rifle, CO 81650

We are pleased to provide the following budgetary prices for Elgin Sweeper equipment:

One - Single Engine Crosswind Dual Side Broom Regenerative Air Street Sweeper

Included Options:

Single Engine Crosswind Dual Side Broom Regenerative Air Street Sweeper
 2020 Peterbilt RH Steer Chassis
 Peterbilt Chassis Alterations
 Memory Sweep
 Broom Hours with in Cab Display
 Vacuum Enhancer In-Cab Control with Display
 LH Side Broom Tilt with In Cab Display
 RH Side Broom Tilt w/o In Cab Display
 Individual Switches for Water System Control in lieu of Functional Control
 RH Inspection Door
 Lifeliner Hopper System w/Warranty
 Rear Beacon and Arrowboard
 Hydraulic Wandering Hose
 Hopper Deluge
 Low Pressure Washdown
 Centerbroom
 (1) Bostrom Air 905 Cloth High-Back Seat
 4ft. Aluminum Wandering Hose Extension and Mount
 Variable Speed Dual Side Brooms

Price FOB Rifle, CO	\$298,075.00
<u>Trade in of 2012 Pelican Waterless</u>	<u><\$15,000></u>
Net price after trade	\$278,750.00

Factory Warranty: 1-Year Parts and Labor

Trade In 2012 Pelican Waterless NR-2541-D

Terms: Net 10 days after receipt of the invoice.

Estimated Delivery: 150 days from order

Delivery will be confirmed once order is received & accepted by Manufacturer.

Additional Terms and Conditions

- All Prices are firm for 30 days from the date of the quote.
- If financed, order is subject to credit approval.
- Special order equipment may require a down payment prior to order being placed with the manufacturer.
- Unless other wise noted, prices do not include state or local taxes.

Thank you for the opportunity of quoting this equipment.

Sincerely,

FARIS MACHINERY COMPANY

Jeremy Kinder

District Manager

Cell Phone # 970-712-1054

e-mail Address: jeremy.kinder@farismachinery.com

By: _____

City of Rifle

Date _____

This order is not binding until accepted by Faris Machinery Company, and is subject to terms and conditions set forth by Faris Machinery Company. No additional conditions, agreements or modifications to the terms herein shall be accepted by Faris Machinery Company.

Quote #: EL-Rifle-080620-EP



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Faris Machinery	

2.	Vendor Address
	772 Valley Court
	Grand Junction, CO 81505

3.	For the Purchase of (description)
	Purchase of Elgin Crosswind Street Sweeper

4. Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
\$278,750	\$300,000	<i>M. Deuan</i>

5. Dept. Name	General Ledger Acct #
Public Works	610-4900-400-742

6.	Type of Purchase
	Capital Construction
	Capital Construction – Change Order
x	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
x	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	Single Source (attach an explanation)

8.	Authorization Required
x	City Manager
x	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Brian Prunty</i>	1/25/2021
	City Manager	<i>Shawn A. Hahn</i>	1/26/2021
	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 Rifle Creek Golf Course Water Rights Lease

Presenter:

James S. Neu, City Attorney

Item Description:

Consider Rifle Creek Golf Course Water Rights Lease and Letter of Interest to Purchase Water Rights.

Recommended Action:

Rifle Creek Golf Course Water Rights Lease and Letter of Interest to Purchase Water Rights.

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

The City of Rifle entered into a water lease agreement with Rifle Gap Land Company on August 9, 1989. A First Amendment to Golf Course Water Rights Lease was approved on August 8, 2009, extending the term until August 8, 2019. The City and Golf Course entered into another Lease Agreement that extended the term of the Leased Water Rights to October 31, 2020.

We are proposing this one-year Lease under the same terms of the Lease Agreement to provide the Golf Course certainty through 2021. The City is amenable to another long-term lease of the City's water rights that contains some updated provisions regarding prolonged drought and the potential of a Colorado River Compact Call. In addition, a long-term lease may also include water rights the City is interested in purchasing from the Golf Course.

The Water Rights Lease is attached.

In 2019, Council directed us to send a Letter of Interest to the Golf Course regarding the purchase and lease back of water rights owned by the Golf Course. That transaction was not pursued by the Golf Course, but it has shown interest again. The terms are similar to those in 2019.

An updated Letter of Interest is attached.

Notification Requirements:

Prepared By:

Kristy Doll, CMC, City Clerk

Attachments:

1. 20210203-Rifle Gap Land Company Water Lease and Letter of Interest

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

James S. Neu
Partner/Shareholder

jsn@mountainlawfirm.com

Direct: 970.928.2121

Office: 970.945.2261

Fax: 970.945.7336

**Direct Mail to Glenwood Springs*

TO: Rifle City Council

FROM: Karp Neu Hanlon, P.C.

RE: Water Lease with Rifle Gap Land Company
Letter of Interest to Purchase Water Rights

DATE: January 26, 2021

The City of Rifle entered into a water lease agreement with Rifle Gap Land Company (“Golf Course”) on August 9, 1989 (“Lease Agreement”). The Lease Agreement made available to the Golf Course the use of the City’s interest in 0.05 cfs of Priority No. 73 and 0.35cfs of Priority No. 80 of the Rifle Creek Canyon Ditch (“Leased Water Rights”). The Leased Water Rights may be used to irrigate a golf course and the consumptive use associated with the Leased Water Rights may not exceed 50.8 acre feet in any year. A First Amendment to Golf Course Water Rights Lease was approved on August 8, 2009 extending the term until August 8, 2019. The City and Golf Course entered into another Lease Agreement that extended the term of the Leased Water Rights to October 31, 2020. We are now proposing another extension through October 31, 2021 and enclosed is that Water Rights Lease for your consideration.

We are amenable to another long-term lease of the City’s water rights that contains some updated provisions regarding prolonged drought and the potential of a Colorado River Compact Call. Those issues will take some time to craft and discuss with the Golf Course, so we are proposing this one-year Lease under the same terms of the Lease Agreement to provide the Golf Course certainty through 2021. In addition, a long-term lease may also include water rights the City is interested in purchasing from the Golf Course.

In 2019, Council directed us to send a Letter of Interest to the Golf Course regarding the purchase and lease back of water rights owned by the Golf Course. That transaction was not pursued by the Golf Course, but it has shown interest again. The terms are similar to those in 2019 and we have enclosed an updated Letter of Interest. It is non-binding and simply sets the stage for negotiations and due diligence. Unless Council has a different opinion on this matter, we will send the Letter of Interest. As we draft the terms of the purchase and lease back of the water rights owned by the Golf Course, we will meet with the City Council to update you and discuss the specifics of the transaction. At this point, the City Council is not approving the purchase and associated appropriation of monies, it is only approving its interest in pursuing this transaction.

GOLF COURSE WATER RIGHTS LEASE

THIS GOLF COURSE WATER RIGHTS LEASE is made and entered into effective November 1, 2020 regardless of the date of execution, by and between the CITY OF RIFLE, COLORADO, a Colorado Home Rule Municipality (hereinafter “City”), and RIFLE GAP LAND COMPANY, a Colorado non-profit corporation (hereinafter “Rifle Gap”).

WHEREAS, the parties hereto entered into a Water Rights Lease Agreement dated August 9, 1989 (the “1989 Agreement”), a copy of which is attached; and

WHEREAS, the parties hereto entered into a First Amendment to Golf Course Water Rights Lease dated August 8, 2009 (the “First Amendment”), a copy of which is attached; and

WHEREAS, by letter dated May 31, 2019, the City terminated the 1989 Agreement and the First Amendment effective August 8, 2019; and

WHEREAS, the parties entered into a Golf Course Water Rights Lease effective August 9, 2019 that leased the water rights described in the 1989 Agreement to Rifle Gap for a term that ended on October 31, 2020; and

WHEREAS, the parties are currently discussing water planning issues relating to the golf course water rights, and desire to enter into a lease for a term ending October 31, 2021 for those discussions to occur.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City hereby leases the water rights described in the 1989 Agreement to Rifle Gap for a term that shall end on October 31, 2021 with no automatic extension.
2. The rights and obligations for this Lease are the same as those described in the 1989 Agreement and the First Amendment, except for any provisions related to the term or right of renewal.
3. The parties signing this agreement have been duly authorized to do so by the entity for such they are signing and are fully authorized to bind said party to the terms and conditions of this Lease Agreement.

IN WITNESS THEREOF, the parties have executed this LEASE AGREEMENT effective November 1, 2020.

CITY OF RIFLE, COLORADO

RIFLE GAP LAND COMPANY

Mayor

By: _____
Authorized Representative

ATTEST:

City Clerk

Secretary

FIRST AMENDMENT TO GOLF COURSE WATER RIGHTS LEASE

THIS FIRST AMENDMENT TO WATER RIGHTS LEASE AGREEMENT is made and entered into effective August 8, 2009, regardless of the date of execution, by and between the CITY OF RIFLE, a Colorado Home Rule Municipality (hereinafter "City"), and RIFLE GAP LAND COMPANY, a Colorado non-profit corporation (hereinafter "Rifle Gap").

WHEREAS, the parties hereto entered into a Water Rights Lease Agreement dated August 9, 1989 (the "1989 Agreement"), a copy of which is attached; and

WHEREAS, the parties hereto have fully performed, and are not in default of, the 1989 Agreement; and

WHEREAS, pursuant to Paragraph 6 of the 1989 Agreement, which Agreement was renewed by Rifle Gap, the 1989 Agreement would expire on August 8, 2009; and

WHEREAS, the parties wish to extend the 1989 Agreement, and provide for an additional renewal thereof, pursuant to the terms and conditions set forth below.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and in the 1989 Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The 1989 Agreement is extended for a period of ten (10) years, or until August 8, 2019. Unless terminated by either party in writing sixty (60) days prior to such date, the Agreement shall automatically be extended for an additional ten (10) year term, or until August 8, 2029.
2. Rifle Gap agrees that the water leased pursuant to the 1989 Agreement consists of historic irrigation consumptive use credits totaling 50.8 acre feet associated with certain water rights decreed to the Rifle Creek Canyon Ditch. In Case No. 83CW110 (Water Division No. 5), the Water Court decreed a monthly distribution of said credits. Rifle Gap shall abide by such distribution.
3. In Case No. 83CW110 the Court adjudicated certain delayed return flow obligations associated with the water rights which are the subject of the lease in the 1989 Agreement. If and when the City is ever required to provide such delayed irrigation return flow obligation, from that year and thereafter, the Lease price shall increase by the full amount of the delayed return flow obligation (expressed in acre feet) associated with the leased water rights, regardless of whether a call for said delayed return flows thereafter occurs.
4. The parties agree that the price for the leased water, pursuant to the 1989 Agreement, has been based on the City's costs (which hereafter shall include a premium of 10%

of said amount for transit losses) based on the price paid by the City pursuant to its contract with the United States Bureau of Reclamation for water stored in Ruedi Reservoir. The parties further acknowledge that the price paid by the City includes a principal and interest component designed to repay the United States government for the City's pro-rata portion of the costs of construction of the City's pro-rata share of the water as evidenced by its contract quantity. The parties further agree and acknowledge that, at some point in the future, the City will have fully paid its share of principal and interest associated with its proportionate share of the water in Ruedi Reservoir, and thereafter will continue to pay only the operation, maintenance, and repair component of the annual charge to the City from the Bureau of Reclamation. At such time as the City has fully paid its share of principal and interest, thereafter the lease price paid by Rifle Gap to the City for the leased water shall be based upon the prior year's payment plus an increase in the amount of the percentage increase (no decreases shall occur) in the Consumer Price Index maintained by the U.S. Government for the Denver-Boulder All Items Index. In the event the United States discontinues the use of the Consumer Price Index, the parties shall agree on a similar escalation formula, the approval of which shall not be unreasonably withheld.

5. In further consideration of this Amendment, Rifle Gap agrees to provide the City with, at no cost to the City, forty (40) rounds of golf (i.e., ten (10) foursomes) at the Rifle Golf Course each season. For purposes of this Amendment, a round of golf shall mean eighteen (18) holes of golf, together with a golf cart. The City agrees it shall use the complimentary golf passes for economic development, goodwill and promotion purposes. Any complimentary rounds of golf not used by the City in any calendar year shall expire and not be available in any succeeding year.
6. Except as expressly modified herein, the parties ratify and confirm the terms and conditions of the 1989 Agreement.
7. The parties signing on behalf of the City have been duly authorized to do so by the entity for such they are signing, and are fully authorized to bind said party to the terms and conditions of this First Amendment.

IN WITNESS THEREOF, the parties have executed this FIRST AMENDMENT TO WATER RIGHTS LEASE effective August 8, 2009.

City of Rifle
By: Keith Lambert
Mayor

Rifle Gap Land Company
By: _____
President

ATTEST:

City Clerk

Secretary

Attachment To First Amendment To Golf Course Water Rights Lease
AGREEMENT

THIS AGREEMENT entered into August 9, 1989, by and between the CITY OF RIFLE, a Colorado Home Rule City, (hereinafter called "City"), and RIFLE GAP LAND COMPANY, a Colorado non-profit corporation, (hereinafter called "Rifle Gap").

WHEREAS, Rifle Gap owns, operates, and irrigates the real property in Garfield County known generally as the Rifle Creek Golf Course; and

WHEREAS, Rifle Gap leases Rifle Creek Golf Course to the City for the purpose of maintaining the course open to the public; and

WHEREAS, Rifle Gap owns certain water rights and seeks to supplement those water rights to assure adequate future irrigation supplies of water, and the City in furtherance of the golf course's public purpose is willing to lease certain of its water rights on a long-term basis to Rifle Gap; and

WHEREAS, Rifle Gap continues its search for purchase of suitable supplemental irrigation water which Rifle Gap proposes to exchange with the City for the water rights leased herein pursuant to Article XIII, Section 13.2, Rifle Municipal Charter.

NOW, THEREFORE, in consideration of the mutual conditions and promises set forth herein and the due performance of the same and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. City hereby leases effective immediately to Rifle Gap the following water rights (hereinafter referred to as the "leased water rights"):

a. 0.05 cfs Priority No. 73, Rifle Creek
Canon Ditch;

b. .35 cfs Priority No. 80, Rifle Creek
Canon Ditch.

The parties agree that these water rights were included in the City's augmentation plan decreed in Case No. 83CW110, and that said case determined the amount of historic consumptive use associated with said rights to be 50.8 acre feet at Rifle Creek Canon Ditch headgate per year.

2. The City agrees not to object to the diversion of the water at the West Lateral of Rifle Creek Canon Ditch where it will be diverted by Rifle Gap for application by Rifle Gap for irrigation of lands owned by Rifle Gap.

3. Rifle Gap agrees that any water court proceedings necessary to permit the use of this water by Rifle Gap shall in no way jeopardize or prevent the implementation of the balance of said augmentation plan, less the consumptive use associated with the subject water right.

4. Rifle Gap shall be responsible for undertaking at its own expense the necessary filing in water court to lawfully allow the use by Rifle Gap as contemplated herein of the subject water. The City agrees to cooperate in said proceedings as an objector in support of Rifle Gap.

5. It is anticipated that Rifle Gap will utilize water from Ruedi Reservoir on an interim basis to provide the exchange water to Rifle as required by Rifle prior to implementation of paragraph 7 infra. As a minimum lease payment, Rifle Gap shall pay Seven Hundred Fifty Dollars (\$750) per year,

unless replacement water is actually delivered to Rifle in which case the lease payment shall then be the actual costs of said water as delivered to Rifle (including cost of transit losses). In no event shall the annual lease payment be less than Seven Hundred Fifty Dollars (\$750). Said rental payment shall be made on or before October 1, following each water season, commencing in 1989.

6. The term of this lease shall be ten (10) years with an automatic right of renewal by Rifle Gap for ten (10) more years provided that Rifle Gap is in compliance with all terms hereof.

7. If the terms of this paragraph are met, the City and Rifle Gap agree to exchange the water rights referred to herein pursuant to the Charter of the City of Rifle. By approving this agreement, Rifle City Council hereby finds that if the terms of this paragraph are met the City will receive, by exchange pursuant to Article XIII, Section 13.2 of the Rifle Municipal Charter, water and water rights of equal quantity and quality as the subject rights herein. Rifle Gap may obtain title to the leased water rights providing that it makes a permanent transfer to City of exchange water rights subject to the following conditions:

a. The exchange water right shall have the same or better distribution of consumptive use (on a monthly basis) for City's purposes as does the leased water.

b. The exchange water shall have equivalent seniority and equivalent quantity of consumptive use.

c. City agrees that no bonus or premium shall be placed on the leased water rights because it is Rifle Creek water rather than Colorado River water.

d. Rifle Gap shall provide, at its cost, satisfactory evidence of title of the exchange water.

e. The exchange water shall have adjudicated consumptive use, or in the alternative, Rifle Gap shall pay the costs of transferring the exchange water into the City's augmentation plan and adjudicating consumptive use. In the City's sole discretion, the City may use its own counsel for this purpose in consultation with Rifle Gap's attorney or may consult with Rifle Gap's attorney who shall have primary responsibility for the application. In either event Rifle Gap shall bear all reasonable expenses and attorney fees of the City.

f. City agrees to act promptly and in good faith in reasonably evaluating any exchange proposed by Rifle Gap, but may accept or reject in its sole discretion.

g. This exchange option is in effect only as long as this lease is in effect.

h. Should the City and Rifle Gap agree on the future exchange and transfer set forth in this paragraph, then both conveyances shall be without warranty.

8. Rifle Gap bears all costs associated with the utilization of the leased water including the cost of operation, maintenance and construction of any structure necessary to utilize the leased water.

9. Rifle Gap agrees to constantly apply the leased water to maximum, lawful beneficial use.

10. If Rifle Gap cannot fully utilize the leased water on a regular basis, then this lease shall be mutually terminated

as to the unused portion in order that City may use said portion and preserve same.

11. City has full right at all reasonable times to access and inspect the use of the leased water right and to review any engineering work with respect thereto and to review all diversion records with respect thereto. Rifle Gap shall consult with City on any and all proceedings with respect to the use or transfer of the leased water.

12. If Ruedi Reservoir ceases making delivery of water to City for any reason, then Rifle Gap shall bear the cost, as rental herein, necessary to obtain sufficient exchange water for the City from an alternate source.

13. City makes no warranties of the quantity of water available under the leased rights. Rifle Gap assumes all such risk and hereby agrees not to sue City in the event of water shortage.

14. During the term hereof Rifle Gap shall pay all ditch and water assessments associated with the leased water rights.

15. Upon failure to pay rent or breach of any material condition hereof by Rifle Gap, the City must give written notice thereof, and Rifle Gap shall have ninety (90) days after notice in order to cure the default or breach before City may terminate this agreement.

16. Rifle Gap agrees to take no action that may impair the viability of the leased water right under the City's augmentation plan.

17. Rifle Gap agrees to indemnify and hold harmless City from any liability to third parties arising as the result of Rifle Gap's use of the leased water.

18. Rifle Gap agrees to compensate City upon execution hereof in the amount of Three Hundred Dollars (\$300) as reimbursement for City's costs and fees incurred in negotiating and drafting the within agreement.

IN WITNESS WHEREOF, we have executed this agreement in duplicate originals the day and year first above written.

CITY OF RIFLE

By George E. Mitchell
Mayor

RIFLE GAP LAND COMPANY

By Kenneth Ash
President

ATTEST:

By Connie L. Guerrero
Clerk

ATTEST:

By [Signature]
Secretary

STATE OF COLORADO)

COUNTY OF GARFIELD)

ss.

The foregoing instrument was acknowledged before me on this 31st day of July, 1989, by George E. Mitchell, Mayor of the City of Rifle and attested by Connie L. Guerrero, Clerk of the City of Rifle.

Witness my hand and official seal. My commission expires: 2-3-90

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me on
this 9th day of August, 1989, by Kenneth Ash
_____, President of Rifle Gap Land Company and
attested by Samuel B. Potter, Secretary of
Rifle Gap Land Company.

Witness my hand and official seal. My commission
expires: 6-8-90

Salvina J. Dunn
Notary Public

Glenwood Springs – Main Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

James S. Neu
Partner/Shareholder

jsn@mountainlawfirm.com

Direct: 970.928.2121

Office: 970.945.2261

Fax: 970.945.7336

***Direct Mail to Glenwood Springs**

January 26, 2021

Rifle Gap Land Company
3004 Highway 325
Rifle, Colorado 81650

Re: City of Rifle, Colorado Letter of Interest to Purchase Water Rights

Dear Board of Directors and Members of the Rifle Gap Land Company:

We are the City Attorneys for the City of Rifle, Colorado. The Rifle City Council and representatives of the Rifle Gap Land Company have discussed the potential purchase of the water rights used at the Rifle Creek Golf Course that are listed in the table appended to this letter (the “Water Rights”). We are writing this letter to confirm the City’s interest in acquiring the Water Rights and the general terms and conditions of that acquisition, but it is not a binding offer. The Rifle Creek Golf Course is an asset to the community of Rifle and the City has an interest in its continued operation and success. The Rifle Creek Land Company, as a longstanding contributing member of Rifle area, has an interest in preserving the Water Rights and ensuring they remain in the community in perpetuity. This transaction is therefore a win-win for both parties and we will strive to maintain that outcome as we finalize the terms of the conveyance.

The City has reviewed the Water Rights Summary and Valuation performed by Colorado River Engineering, Inc. dated February 22, 2015 (the “Report”). The Report values the Water Rights at \$600,000 which the City finds acceptable. As stated, the City desires continued operation of the Rifle Creek Golf Course and hopes the compensation for the Water Rights will assist future improvements. The City understands the Water Rights are integral to running the Golf Course and any purchase will be contingent on the City leasing the Water Rights back for use on the Golf Course. Currently it is anticipated that the City can offer a lease term of 30 to 40 years with options to extend the term. The Lease will expressly require that the Golf Course be open to the general public. The City also understands that any financing the Rifle Creek Land Company receives will be contingent on the Lease of the Water Rights and the City will endeavor to accommodate those terms.

A nominal annual payment will be part of the Lease since consideration is a necessary component of a lease. As we perform our due diligence on the Water Rights and their placement in the City’s portfolio, the Lease may include a provision regarding shared use of the Water Rights under certain conditions, such as a Colorado River Compact Call. Any such shared use will ensure the continued operation of the Golf Course and only require a reasonable curtailment of use of the Water Rights that is necessary for the City to provide water to its citizens. The detailed Lease terms will be

Page 2

negotiated after the City finalizes its due diligence allowing it to understand its potential needs; again, so both parties respectively obtain and retain what they need.

We anticipate a closing on the conveyance of the Water Rights by July 31, 2021. We look forward to working with you to accomplish both parties' goals.

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:
Enclosures
cc: City Manager

Water Rights Table
Rifle Creek Golf Course - Rifle Gap Land Company

Water Right Name	Appropriation Date	Adjudication Date	Admin Number	Priority Number	Water Right Amount	Golf Course Amount	Water Court Case	Uses	Notes
West Lateral Rifle Creek Canon Ditch	4-15-1885	5-11-1889	13285.00000	39	2.000 cfs	0.890 cfs	CA 103, 91CW161	Irrigation, Domestic, fire	Changed from Hbschle, Paris Mann Ditch, to be used at Golf Course
West Lateral Rifle Creek Canon Ditch	2-15-1886	5-11-1889	12122.00000	54	4.000 cfs	1.000 cfs	CA 103, W2317, 90CW140, 92CW33	Irrigation	Changed from Rifle Creek Canon Ditch Case No. W-2317, limits established 92CW33
West Lateral Rifle Creek Canon Ditch	4-25-1887	5-11-1889	13629.00000	107	7.000 cfs	1.945 cfs	CA 103, W2317, 01CW213	Irrigation, Domestic, & Municipal, storage, augmentation	changed From Raynard Ditch Case No. W-2317, 01CW231 changed 0.055 to Golf Course well No 1, also identified previously changed uses to ponds & augmentation
West Lateral Rifle Creek Canon Ditch	7-18-1887	5-11-1889	13713.00000	119	3.400 cfs	2.000 cfs	CA 103, W2317	Irrigation	changed Raynard Ditch 1st Enlgmnt Case No. W-2317, Limits established 92CW33
Rifle Creek Golf Well No. 1	4-25-1887	5-11-1889	13629.00000	107	7.000 cfs	0.055 cfs	01CW213 CA 103, W2317	Municipal & Domestic	Changed from West Lateral formerly Raynard Ditch, 1.64 ac-ft year
Rifle Creek Golf Well No. 1	8-26-1996	12-31-2001	55152.53564	-	0.066 cfs	0.066 cfs	01CW213	Irrigation, Municipal, Commercial	0.033 ac-ft absolute, 1.31 ac-ft conditional, Supplies 2 domestic units
Rifle Creek Golf Course Storage Tank	6-1-2001	6-9-2004	55304.00000	-	2.610 ac-ft	2.610 ac-ft	01CW213	Domestic	Source from Well No.1, conditional
Rifle Creek Golf Course Hole No. 2 Pond	6-1-2001	6-9-2004	56247.55304	-	3.000 ac-ft	3.000 ac-ft	01CW213	Augmentation	
Augmentation Plan		12-31-2001			1.582 ac-ft		01CW213	Augmentation	Augments Well No.1 and 1.2 ac-ft evap Hole No.2 Pond
Lease Water From City of Rifle									
Rifle Creek canon Ditch	5-16-1886	5-11-1889	13285.00000	73		0.050 cfs	CA 103, 90CW140	Irrigation	Alt Point of use moved to west Lateral Case No. 90CW0140, leased from city, city aug plan 83CW110
Rifle Creek canon Ditch	11-15-1886	5-11-1889	13285.00000	80	4.000 cfs	0.350 cfs	CA 103, 90CW140	Irrigation	Alt Pt to west Lateral Case No. 90CW0140, leased from city, city aug plan 83CW110

Water Rights ownership based on water rights applicant and claims identified in Water Court Decrees obtained from the Colorado Division of Water Resources



2/22/2015



Agenda Item #6.f.

Agenda Item Name:

Receive Presentations on Bureau of Land Management (BLM) Grand Hogback Trails and Additional Parking Lot for Grand Hogback Trails

Presenter:

Nathan Lindquist, Planning Director

Item Description:

Update on trail construction and discussion of parking lot improvements

Recommended Action:

none

Fiscal Impact:

TBD

Operational Impact:

TBD

Prior Board Motions:

none

Background Information:

The attached memo provides an update on 2020 Grand Hogback Trail Construction and a plan for 2021 construction.

Executive Summary:

Council discussed the parking lot improvements last Fall and expressed concern over the safety situation. We hope to build the new parking lot as early as possible this spring. The question is whether the City should move forward with bidding the project to contractors or continue to seek donated labor for various sources. The cost of construction could be covered through the budgeted amounts in the Conservation Trust Fund (\$50,000) and the Visitor Improvement Fund (\$43,907).

Notification Requirements:

none

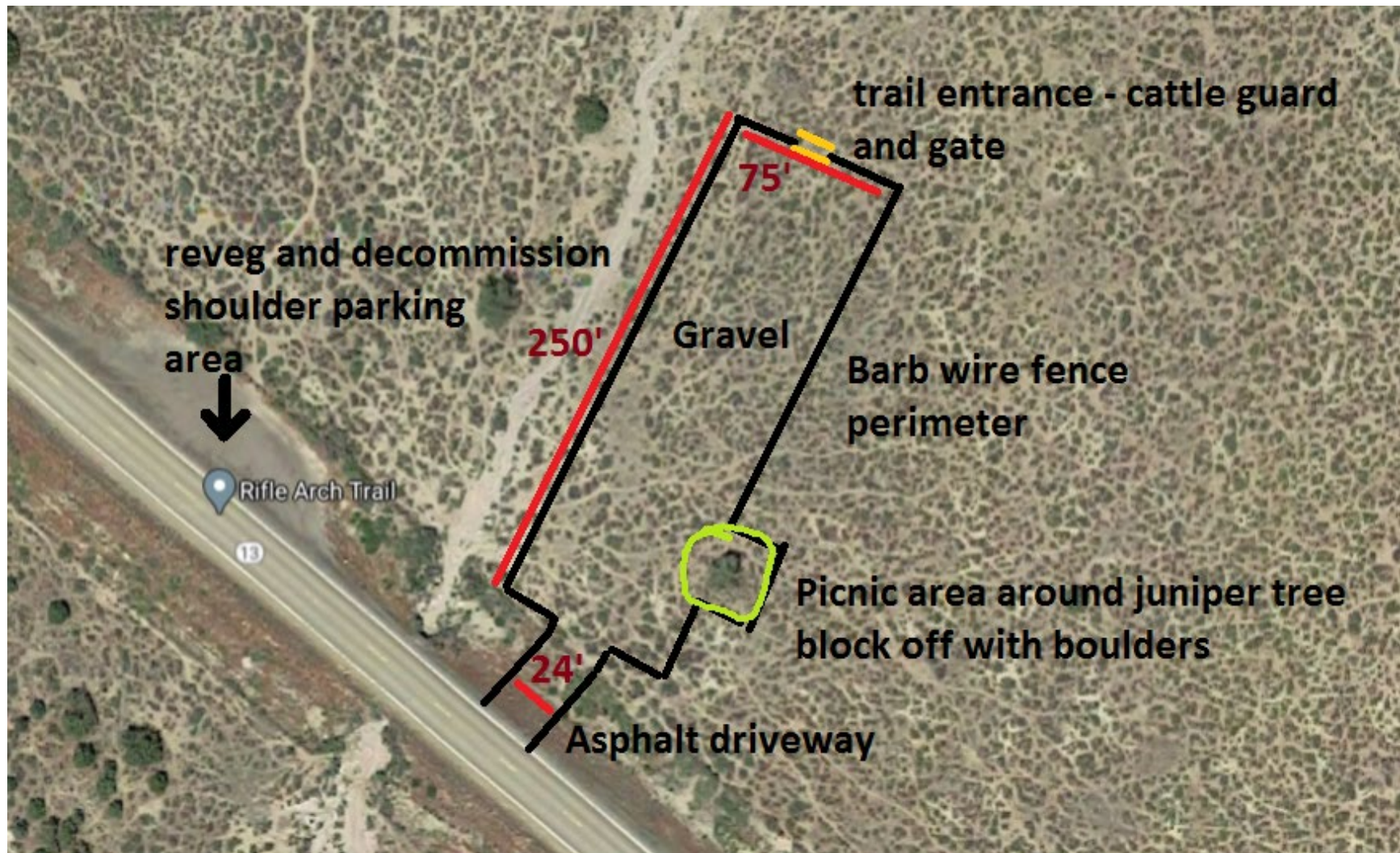
Prepared By:

Nathan Lindquist, Planning Director

Attachments:

1. Rifle Arch Parking Lot Improvements
2. grand hogback trails construction update

RIFLE ARCH TRAILHEAD - PARKING LOT IMPROVEMENTS



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: NATHAN LINDQUIST, PLANNING DIRECTOR/ASSISTANT CITY MANAGER
DATE: JANUARY 14, 2021
SUBJECT: GRAND HOGBACK TRAILS CONSTRUCTION UPDATE

Phase 1 Construction Summary

In 2020 the Visitor Improvement Fund, with RAMBO's major support and work, obtained \$94,002 for the Grand Hogback Trails – Phase 1 Construction. Funding was from the following entities:

Garfield County BOCC		\$20,000
Alpine Bank		\$5,000
Greater Rifle Improvement Team (City of Rifle Lodging T		\$27,002
RFMBA (family foundation connection)		\$27,000
Rifle Regional EDC		\$5,000
Clough Family Foundation		\$10,000
	TOTAL	\$94,002

A contract was signed with Gumption Trail Works to complete 6.3 miles of trail in 2020. A total of 5.7 miles of trail was completed at a cost of \$70,045. The remaining 0.6 miles (3,115 feet on trail segment 3g) was unfinished before winter due to delays with BLM permitting. It will be constructed in Spring 2021 for a cost of \$10,050.

From the fundraising total of \$94,002 the amount spent on Phase 1 leaves VIF with \$13,907 to spend on Phase 2 construction in 2021. VIF has allocated an additional \$30,000 from its 2021 budget towards Phase 2. VIF therefore has a total of \$43,907 for Phase 2 construction in 2021.

Other funding sources are available, although the amounts to be received are unknown at this point. A preliminary 2021 construction budget may look like:

ENTITY	AMOUNT	STATUS
Visitor Improvement Fund for Phase 2	43,907	secured
FMLD mini-grant	25,000	February application; notification in April
City of Rifle Conservation Trust Fund	50,000	Budgeted but not approved to be spent
Alpine Bank	5,000	Letter of intent submitted for 10k over two years
RFMBA family foundation connection	20,000	Letter of intent submitted for 40k over two years
State Trails Grant	100,000	Grant was submitted for \$198,000 to be

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



	(estimate)	spent over two years; notification in March
TOTAL	\$242,907	

PHASE 2a Construction Priorities

The following are priority elements of Phase 2a construction for Spring 2021:

NON-TRAIL ELEMENTS	COST	NOTES
Parking Lot construction	82,000 (estimate)	Bid in February
Maps and Signage	3,000	
Fence crossings (2)	1,400	
TOTAL	86,400	
TRAIL CONTRACTOR ELEMENTS		
Top of Mesa 2 descent trail (4d)	6,600	\$5/foot
Volunteer coordination on construction of Mesa 2 Ascent Trail (4b) (0.75 miles)	2,500	Based on 2021 budget calcs: \$10,000 in volunteer coordination for 3 miles of volunteer-built trail
Machine-built section at top of 4b (0.25 miles)	6,600	\$5/foot
Relocation of Hiking Trail	10,008	\$6/foot
Decommissioning old hiking trail	980	
Phase 2a Trail Contractor Total	\$26,697 (estimate)	
PHASE 2a TOTAL	\$113,097	

The non-trail elements (\$86,400) could be funded through the Conservation Trust Fund (\$50,000) and the VIF funds (\$43,907). Hopefully through efforts of RAMBO or others a contractor can donate labor and bring down the costs of the parking lot. Or maybe bids will come in lower.

The Trail Contractor costs (estimated at \$26,697) can be almost completely funded through an FMLD min-grant of \$25,000 with the remainder from VIF funds.

PHASE 2b CONSTRUCTION (SUMMER AND FALL 2021)

Phase 2b Construction depends on the awarding of the State Trails Grant application, which would be notified in March 2021. Assuming that the award is given, a Phase 2b of \$100,000 or more of trail work and volunteer oversight could be developed. The goal should be to complete at least another 5-6 miles of trail over summer and fall of 2021.

RAMBO and City Staff will continue to apply for and work on other grant opportunities.



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

01/29/2021

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Report to City Manager 01.29.2021

WORK REPORT TO CITY MANAGER

01.29.2021

HUMAN RESOURCES

- Continue to support the City's employees, departments and supervisors in their daily personnel needs and compliance requirements.

PIO

- Attended Garfield County Health/Municipality PIO meeting.
- Attended Garfield County PIO Group Meeting. Discussions regarding how to best promote vaccine information and utilize community influencers.
- Assisted with the City Manager update videos with Scott and Carlos which we filmed at Harrelson Music at 1900 Railroad Avenue. The location videos are proving to be quite popular.
- Kept social media outlets updated with the latest status decisions and updates from the state and county.
- We are working on a new Humanity Restoration Crew video. Stay tuned!
- Received a question on Facebook regarding an old photo depicting the Rifle Mountain Park CCC crew. I put the gentleman in touch with Alan Lambert who provided him information regarding the crew. Alan said that these are the first pictures he has seen of the group.



COURT

- Handled 37 adult cases on January 20th court day and held one bench trial.
- Attended CML Legislative Kickoff Webinar. The court is monitoring several potentially impactful bills.

UTILITIES

- Wastewater SCADA upgrades are underway and should be completed by 1/29/2021.
- Wastewater dewatering improvement bids are on schedule to be opened on 1/27/2021.
- C&D is working on filling two (2) vacancies.
- Water is working on cleaning out sludge drying beds.

FINANCE

- New Admin Asst/Bookkeeper has started, and is in training, as is Sales tax Accountant.
- Year-end closing procedures continue.
- Preliminary sales tax results for December sales show a slight increase from 2019 results. Year to date sales tax receipts appear to show an approximately 3% increase from City receipts for 2019.
- 1099's were completed and sent to vendors and the IRS.
- Expecting to have formal budget books printed soon and the information will also be available on the state's local government data website.

CITY CLERK

- Continued implementation of the CivicClerk Boards and Commissions module, establishing rosters for each group based on information provided to us by the staff liaisons.
- Completed City Council chambers upgrade by installing the City of Rifle logo behind the dais.
- Began draft calendar for the November 2, 2021 election deadlines.
- Created advertisement seeking applications to several boards and commissions positions that are expiring soon.
- Researched and compared several cases for City Council's new iPads and ordered the best option.