



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

April 21, 2021
7:00 PM
202 Railroad Avenue, Rifle, CO

5:30 PM - Workshop Meeting

Discussion and Review

- a. Presentation of preliminary data from the Utility Capital, Maintenance and Rate Study

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 March 3, 2021, Regular Meeting
 - 4.b. Consider Minutes of the March 3, 2021, Special Meeting
 - 4.c. Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres
 - 4.d. Consider Liquor License Renewal for Western Slope Investments dba Wingnutz Bar & Grill
 - 4.e. Consider Liquor License Renewal for Rifle Tequila's dba Tequila's
 - 4.f. Consider purchase of three servers for City Hall Data Center
 - 4.g. Consider amending Chapter 7, Article VI of the Rifle Municipal Code Regarding Impounded Animals - Ordinance No. 2, Series of 2021 - 2nd Reading

- 4.h.** Consider Extending Development Impact Fee Waivers - Ordinance No. 3, Series of 2021 - 2nd Reading
- 4.i.** Consider requiring confirmation a Liquor License Renewal Applicant is current with sales tax obligations - Ordinance No. 4, Series of 2021 - 2nd Reading
- 4.j.** Consider amending Rifle Municipal Code to reference the Uniform Election Code in Title 1, C.R.S. for Coordinated Elections - Ordinance No. 5, Series of 2021 - 2nd Reading
- 4.k.** Consider an amendment to a Pre-Annexation Agreement to provide out of city water service to a property adjacent to Rifle Village South, owned by Alfredo Salazar

5. Action, if any, on Workshop Items

6. Presentation

- 6.a.** Recognize Local Businesses that Support K-9 Program
- 6.b.** Receive an Update on Downtown Project

7. Public Hearing

- 7.a.** (Acting As Liquor Licensing Authority) Public Hearing - Consider Application By Mariscos JQ, LLC dba Mariscos JQ for A Hotel And Restaurant Liquor License At 1733 Railroad Avenue, Unit C

8. Regular Agenda

- 8.a.** Consider City Hall Phase 2-Construction Manager-General Contractor Selection Process
- 8.b.** Consider Purchase of Medium Duty Snowplow Truck
- 8.c.** Update on Hospital Hill Road and timeline of re-opening, and discussion of procedure for review of citizen concerns regarding Department Head decisions
- 8.d.** Consider Authorizing the Purchase of Real Estate - Paradise Island

9. Administrative Reports

- 9.a.** Report to City Manager

10. Comments from Mayor and Council

11. Adjournment



Agenda Item #a.

Agenda Item Name:

Presentation of preliminary data from the Utility Capital, Maintenance and Rate Study

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Present first draft of Utility Capital, Maintenance and Rate Study for comments.

Recommended Action:

No regular agenda action. Comments will be requested prior to the next council meeting.

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

The City of Rifle is currently undergoing a Utility Maintenance, Capital, and Rate Study.

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

Executive Summary:

This workshop will provide a draft report and summary to be reviewed by council for comments.

Notification Requirements:

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Draft Rifle FinPlan Memo Updated 20210419
2. Rifle Financial Plan Summary - PowerPoint Presentation 20210421
3. 1114e - Rifle Utility Capital Improvement Plan - DRAFT 20210419

Draft Financial Plan Memorandum

To: Craig Spaulding, Project Engineer

From: Todd Cristiano, Senior Manager

Date: April 19, 2021

Subject: Draft water and wastewater cash flows

Introduction

This memorandum summarizes the results of the updated water and wastewater financial plans. These plans incorporate feedback from Staff during the March 9 conference call, April 15 conference call, and an updated capital improvement plan from JVA dated April 16, 2021. Raftelis analyzed the below financial plan scenarios based on these inputs.

Study Background

Previous to the Rifle Utility Maintenance, Capital, and Rate Study (Utility Study), the City had two significant capital projects planned in 2020 through 2023, the water utility Reverse Osmosis/Granular Activated Carbon Facility (RO/GAC) project and the Salinity Removal/Mitigation Solution project.

The RO/GAC Facility project was originally part of the last Water Purification Facility (WPF) expansion design but was ultimately removed as a cost savings measure. The RO/GAC project was not necessary as part of the expansion to meet water treatment regulatory requirements. However, it can improve taste, smell, and reduce total dissolved solids (TDS), including salt, or salinity, from the drinking water. There are no current regulatory requirements that would require the City to treat for taste, odor, or TDS. However, regulatory requirements may be imposed on the City requiring salinity removal at the Wastewater Reclamation Facility (WWRF) to limit salinity discharged to the Colorado River. It is uncertain when these projects would be required, however they are no longer expected for the years 2020 through 2023. Raftelis has included these projects in some scenarios below at the end of the 10-year study period.

JVA recommends completing a Salinity Study including a WPF raw water quality analysis to refine the RO/GAC Facility design and to evaluate a comprehensive salinity removal solution that includes RO/GAC salinity removal at the WPF and TDS removal at the WWRF. This Salinity Study will evaluate cost savings in a comprehensive salinity removal solution including both an RO/GAC Facility at the WPF and Salinity Removal at the WWRF to meet future regulatory requirements when needed. The below financial plan scenarios presented below evaluate the rate revenue impacts for including and excluding these projects within the 10-year study period. Following the completion of the recommended Salinity Study, a refined cost estimate for a comprehensive salinity removal solution may reduce the total capital cost of these projects, and therefore reduce the required rate increase.

Financial Plan Summary

The listing below summarizes each of the financial plan scenarios completed for each utility.

Water Utility

- **Scenario 1**
 - Full repayment of the 2015 COP water tank loan in 2022.
 - Excludes the RO/GAC project in 2029 and 2030.
 - Projects funded in part by state loans include the WTP Residual Drying Beds, the RRWPR (Penwill) to 5MG Tank Complex, and the Beaver Creek Tank Improvements (Booster Station and PRV Vault)
- **Scenario 2**
 - No early payoff of 2015 COP water tank loan in 2022
 - Excludes the RO/GAC project in 2029 and 2030
 - Projects funded in part by state loans include the WTP Residual Drying Beds, the RRWPR (Penwill) to 5MG Tank Complex, and the Beaver Creek Tank Improvements (Booster Station and PRV Vault)
- **Scenario 3**
 - No early payoff of 2015 COP water tank loan in 2022
 - Includes the RO/GAC project in 2029 and 2030.
 - Projects funded in part by state loans include the WTP Residual Drying Beds, the RRWPR (Penwill) to 5MG Tank Complex, the Beaver Creek Tank Improvements (Booster Station and PRV Vault) and the RO/GAC project

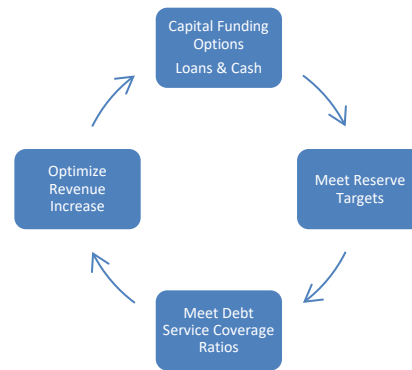
Wastewater Utility

- **Scenario 1**
 - Excludes Salinity Removal/Mitigation Solution project anticipated for 2027, 2028, and 2029
 - Capital projects funded in part by state loans include the WWRf Interchange Tank and Digester Improvements, the Phosphorus/Reg 31 compliance – Design and Construction, UV Disinfection System Improvements, and the Southside Pump Station
- **Scenario 2**
 - Includes the Salinity Removal/Mitigation Solution project anticipated for 2027, 2028, and 2029
 - Capital projects funded in part by state loans include the Interchange Tank and Digester Improvements, the Phosphorus/Reg 31 compliance – Design and Construction, UV Disinfection System Improvements, the Southside Pump Station, and the Salinity Removal/Mitigation Solution

Financial Planning Approach

The primary consideration in developing an 'optimal' financial plan is minimizing annual revenue increases through balancing the use of reserves, existing rate revenue, and state loans. This balance is subject to the constraints of meeting the City's target reserve policies and debt service coverage requirements on existing and proposed debt. Each utility has multiple subfunds which requires an additional step of ensuring these subfunds maintain positive balances.

This approach is an iterative process. For example, issuing debt to fund a capital project may keep revenue increases low however, new debt payments may decrease the debt service coverage requirement below the target. As a result, a revenue increase may be needed to meet to maintain compliance with the target. The revenue generated from the increase now may meet debt service coverage and produce an ending balance more than the target reserve. This excess can be used to partially fund the capital project which, in turn, could reduce the proposed state loan amount.



Raftelis assumed a target operating reserve of 90 days of O&M and a proposed capital reserve equal to approximately 1-year of depreciation expense. Projected EQR growth is estimated at 1.2% per year. Projected capital costs include an inflation allowance of 3.0%. Overall O&M inflation is approximately 3.8%. Proposed state loan issues assume a 20-year term with an annual interest rate of 2.25% and debt service coverage ratio requirement of 1.1x net income. For the purposes of this analysis, Raftelis assumed a target debt service coverage ratio target of 1.2x net income. This allows for sufficient revenues when issuing multiple loans over the course of the study period.

Water Findings and Conclusions

The water utility consists of 4 subfunds:

- **Debt service fund.** Tracks activities associated with funding annual debt service payments. Sources include sales tax revenue, transfers from the system improvement fund to fund any debt service deficiencies, and transfers from the operating fund to fund any debt service deficiencies
- **Water rights fund.** Tracks activities associated with water rights capital purchases and expenses
- **System improvement fund.** Tracks activities associated with funding the capital improvement program. Sources include system investment fees, excess sales tax revenue transfers, transfers from the operating fund and state loan proceeds
- **Operating fund.** Tracks activities associated with funding annual operation and maintenance expenses, transfers to the debt service fund to assist in funding any deficiencies, and transfers to the system improvement fund to assist in cash funding the capital improvement program.

We maintained the separation of these subfunds for the purposes of this study to ensure that sources of funds were funding their appropriate uses. For example, system investment fees fund the capital improvement program but should not fund operations. In a similar manner, sales tax revenue is

earmarked for debt service payments. Excess sales tax revenue can be used to fund the capital improvement program.

Revenue from rates and other miscellaneous revenue should be sufficient to annual revenue requirements. Revenue requirements include operation and maintenance expenses, and fund, on an as-needed basis, transfers to the debt service fund, system improvement fund, and the water rights fund, while meeting debt service coverage and operating and capital reserves.

Water Utility

- **Scenario 1.** Annual COP payments are funded through a 12% surcharge on each customers' water bill. Currently, revenue from the surcharge exceeds the annual debt payment. Funds in excess of the debt payment are used to fund capital improvement projects. Early full repayment would result in a \$1.0 million loss of revenue over the remaining life of the loan. In addition, approximately \$3.5 million would be required from reserves to repay the remaining principal. This reduction in reserves and loss of revenue would require equal annual revenue adjustments of 11% in 2022 through 2025. This repayment would reduce customers' bills by 12% in 2022. However, the rate revenue adjustments would more than offset that reduction in 2023. Table 1 summarizes the annual revenue adjustments, total water utility fund's ending balance, target reserve and debt service coverage ratios.

Table 1: Water Utility
Scenario 1: Full Repayment of 2015 COP Water Tank Loan in 2022
Excludes RO/GAC Project

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	11.0%	11.0%	11.0%	11.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Cumulative Adjustments	11.0%	23.2%	36.8%	51.8%	51.8%	51.8%	51.8%	51.8%	51.8%	51.8%
State Loan Proceeds, \$ millions	\$0.0	\$0.9	\$4.2	\$2.7	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ mil	\$6.1	\$6.0	\$4.1	\$2.7	\$4.5	\$5.8	\$8.0	\$10.0	\$12.0	\$13.9
Target Reserve, \$ millions	\$2.5	\$2.5	\$2.6	\$2.7	\$2.7	\$2.8	\$2.9	\$3.0	\$3.0	\$3.1
Unrestricted Reserves, \$ millions	\$3.6	\$3.4	\$1.5	\$0.0	\$1.7	\$3.0	\$5.1	\$7.1	\$9.0	\$10.8
Debt Service Coverage	2.3	2.5	2.7	2.6	2.3	2.3	2.2	2.2	2.2	2.1
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

- **Scenario 2:** Annual revenue adjustments of 1.25% are needed from 2022 through 2031. State loans totaling \$7.8 million are proposed for funding a portion of the WTP Residual Drying Beds, the RRWPR (Penwill) to 5MG Tank Complex, and the Beaver Creek Tank Improvements. Table 2 summarizes Scenario 2 cash flow results. Table 2 summarizes the cash flow results for Scenario 2.

Table 2: Water Utility
Scenario 2: No Early Fully Repayment of 2015 COP Water Tank Loan
Excludes RO/GAC Project

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
Cumulative Adjustments	1.25%	2.52%	3.80%	5.09%	6.41%	7.74%	9.09%	10.45%	11.83%	13.23%
State Loan Proceeds, \$ millions	\$0.0	\$0.9	\$4.2	\$2.7	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ mil	\$9.6	\$8.8	\$5.8	\$2.7	\$2.9	\$2.6	\$3.3	\$3.9	\$4.4	\$4.9
Target Reserve, \$ millions	\$2.5	\$2.5	\$2.6	\$2.7	\$2.7	\$2.8	\$2.9	\$3.0	\$3.0	\$3.1
Unrestricted Reserves, \$ millions	\$7.1	\$6.2	\$3.2	\$0.0	\$0.2	(\$0.2)	\$0.4	\$0.9	\$1.4	\$1.8
Debt Service Coverage	1.9	1.9	1.8	1.6	1.4	1.4	1.4	1.4	1.4	1.3
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

- **Scenario 3.** Equal annual revenue adjustments of 1.5% are required in 2023 through 2026 followed by equal annual adjustments of 9.0% in 2028 through 2031. The 9.0% revenue increases are required to meet debt service coverage in 2031. Annual debt payments reach their maximum in 2031 and will decrease after 2034 with the defeasance of two existing state loans. State loan proceeds total \$42.4 million over the 10-year period. The loans will fund a portion of the WTP Residual Drying Beds, the RRWPR (Penwill) to 5MG Tank Complex, the Beaver Creek Tank Improvements and the RO/GAC Facility Disinfection project. Table 3 on the following page summarizes the cash flow results for Scenario 3.

Table 3
Water Utility
Scenario 3: No Early Fully Repayment of 2015 COP Water Tank
Loan Includes RO/GAC Project

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	1.5%	1.5%	1.5%	1.5%	1.5%	9.0%	9.0%	9.0%	9.0%	9.0%
Cumulative Adjustments	1.5%	3.0%	4.6%	6.1%	7.7%	17.4%	28.0%	39.5%	52.1%	65.8%
State Loan Proceeds, \$ millions	\$0.0	\$0.9	\$4.2	\$2.7	\$0.0	\$0.0	\$0.0	\$3.5	\$31.1	\$0.0
Total Fund Ending Balance, \$ mil	\$9.6	\$8.8	\$5.8	\$2.8	\$3.0	\$3.2	\$4.6	\$5.9	\$3.8	\$4.3
Target Reserve, \$ millions	\$2.5	\$2.5	\$2.6	\$2.7	\$2.7	\$2.8	\$2.9	\$3.0	\$3.0	\$3.1
Unrestricted Reserves, \$ millions	\$7.2	\$6.3	\$3.2	\$0.1	\$0.3	\$0.4	\$1.7	\$3.0	\$0.7	\$1.2
Debt Service Coverage	1.9	1.9	1.8	1.6	1.4	1.6	1.7	1.9	1.9	1.2
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

Wastewater Findings and Conclusions

The wastewater utility consists of 2 subfunds:

- **System improvement fund.** Tracks activities associated with funding the capital improvement program. Sources include system investment fees, transfers from the operating fund and state loan proceeds.
- **Operating fund.** Tracks activities associated with funding annual operation and maintenance expenses, transfers to the debt service fund to assist in funding any deficiencies, and transfers to the system improvement fund to assist in cash funding the capital improvement program.

We maintained the separation of these subfunds for the purposes of this study to ensure that sources of funds were funding their appropriate uses. For example, system investment fees fund the capital improvement program but should not fund operations.

Revenue from rates and other miscellaneous revenue should be sufficient to annual revenue requirements. Revenue requirements include operation and maintenance expenses, and fund, on an as-needed basis and transfers to the system improvement fund, while meeting debt service coverage and operating and capital reserves.

Wastewater Utility

- **Scenario 1.** Equal annual revenue adjustments of 4.2% are required in 2022 through 2028. State loan proceeds of \$16.8 million are anticipated over the period 2022 through 2027 to fund a variety of projects including the Interchange Tank and Digestor Improvements, the Phosphorus/reg 31 compliance – Design and Construction, UV Disinfection System

Improvements, and the Southside Pump Station. Table 4 summarizes the cash flow analysis for Scenario 1.

Table 4
Wastewater Utility
Scenario 1: Excludes Salinity Removal/Mitigation Solution Project

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	0.0%	0.0%	0.0%
Cumulative Adjustments	4.2%	8.6%	13.1%	17.9%	22.8%	28.0%	33.4%	33.4%	33.4%	33.4%
State Loan Proceeds, \$ millions	\$0.2	\$2.7	\$1.7	\$2.7	\$4.6	\$4.8	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ millions	\$4.6	\$4.0	\$3.9	\$3.9	\$3.3	\$2.5	\$2.5	\$3.7	\$4.9	\$5.9
Target Reserve, \$ millions	\$1.6	\$1.6	\$1.7	\$1.7	\$1.8	\$1.8	\$1.9	\$2.0	\$2.0	\$2.1
Unrestricted Reserves, \$ millions	\$3.0	\$2.4	\$2.3	\$2.2	\$1.5	\$0.6	\$0.6	\$1.7	\$2.8	\$3.8
Debt Service Coverage	1.7	1.7	1.6	1.5	1.4	1.2	1.2	2.4	2.3	2.3
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

- Scenario 2:** Equal annual revenue adjustments of 10.0% are required in 2022 through 2028 followed by a 4.0% increase in 2030 and a 3.0% increase in 2031, State loan proceeds of \$76.5 million are anticipated over the period 2022 through 2029 to fund a variety of projects including the Interchange Tank and Digester Improvements, the Phosphorus/reg 31 compliance – Design and Construction, UV Disinfection System Improvements, the Southside Pump Station, and the Salinity Removal/Mitigation Solution project. Table 5 summarizes the Scenario 2 cash flow analysis.

Table 5
Wastewater Utility
Scenario 2: Includes Salinity Removal/Mitigation Solution Project

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	4.0%	3.0%
Cumulative Adjustments	10.0%	21.0%	33.1%	46.4%	61.1%	77.2%	94.9%	114.4%	122.9%	129.6%
State Loan Proceeds, \$ millions	\$0.2	\$2.9	\$1.9	\$2.9	\$4.9	\$9.1	\$26.9	\$27.7	\$0.0	\$0.0
Total Fund Ending Balance, \$ millions	\$4.8	\$4.9	\$5.7	\$6.9	\$8.1	\$8.6	\$5.6	\$2.5	\$2.8	\$3.4
Target Reserve, \$ millions	\$1.6	\$1.6	\$1.7	\$1.7	\$1.8	\$1.8	\$1.9	\$2.0	\$2.0	\$2.1
Unrestricted Reserves, \$ millions	\$3.2	\$3.3	\$4.0	\$5.2	\$6.3	\$6.8	\$3.7	\$0.5	\$0.8	\$1.3
Debt Service Coverage	1.9	2.0	2.1	2.1	2.1	2.0	1.6	1.5	1.2	1.2
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

City of Rifle

Water and Wastewater Utility Rate Study **Draft Financial Plans**

April 19, 2021

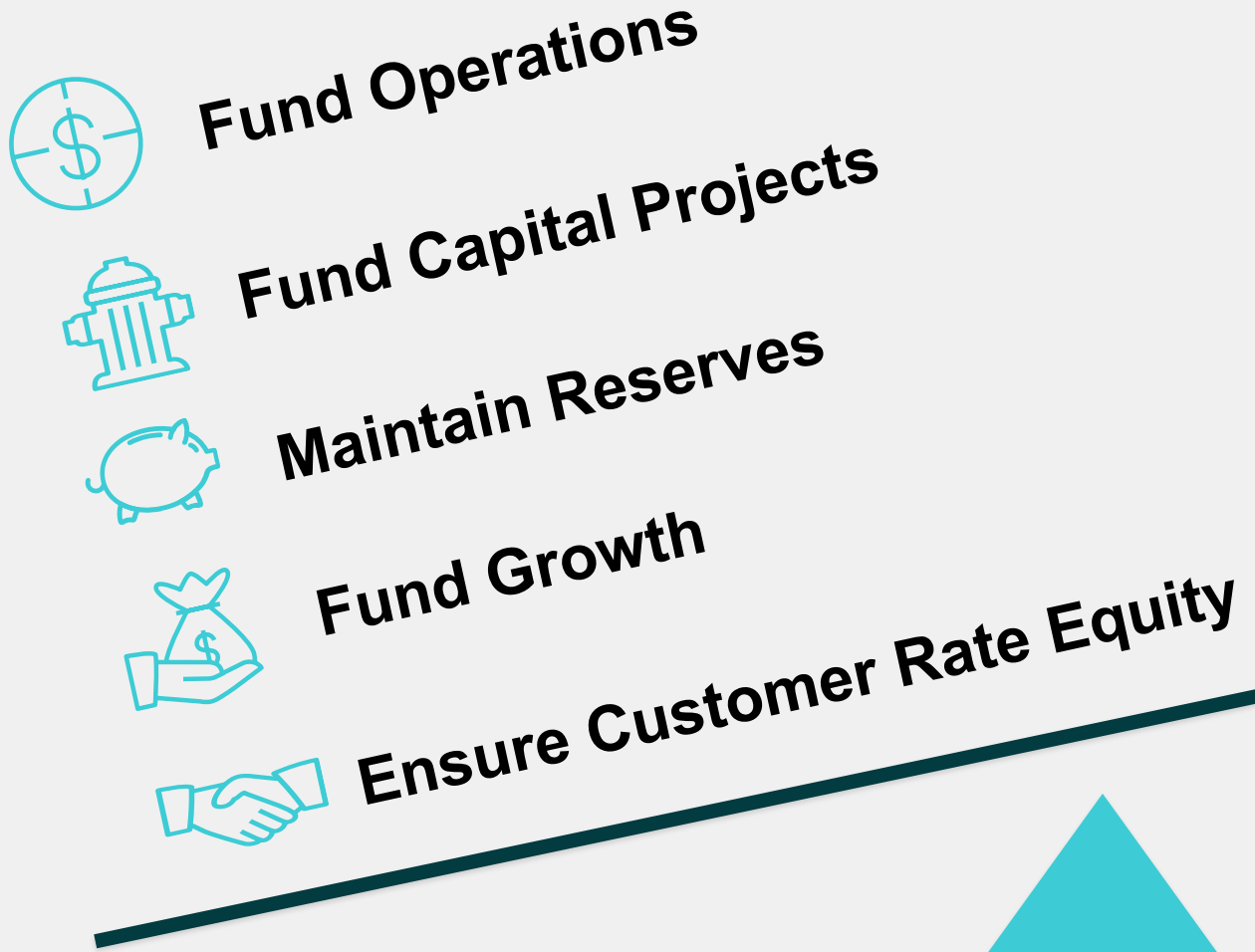




Agenda

1. Financial planning process
2. Water financial plan scenarios
3. Wastewater financial plan scenarios
4. Next steps

The City of Rifle's rates and fees must:



How we'll get there



Fund Operations



Fund Capital Projects



Maintain Reserves and DSC



Fund Growth



Cost recovery through rates and fees



**System Investment
Fees**



Rate Design



Cost of Service

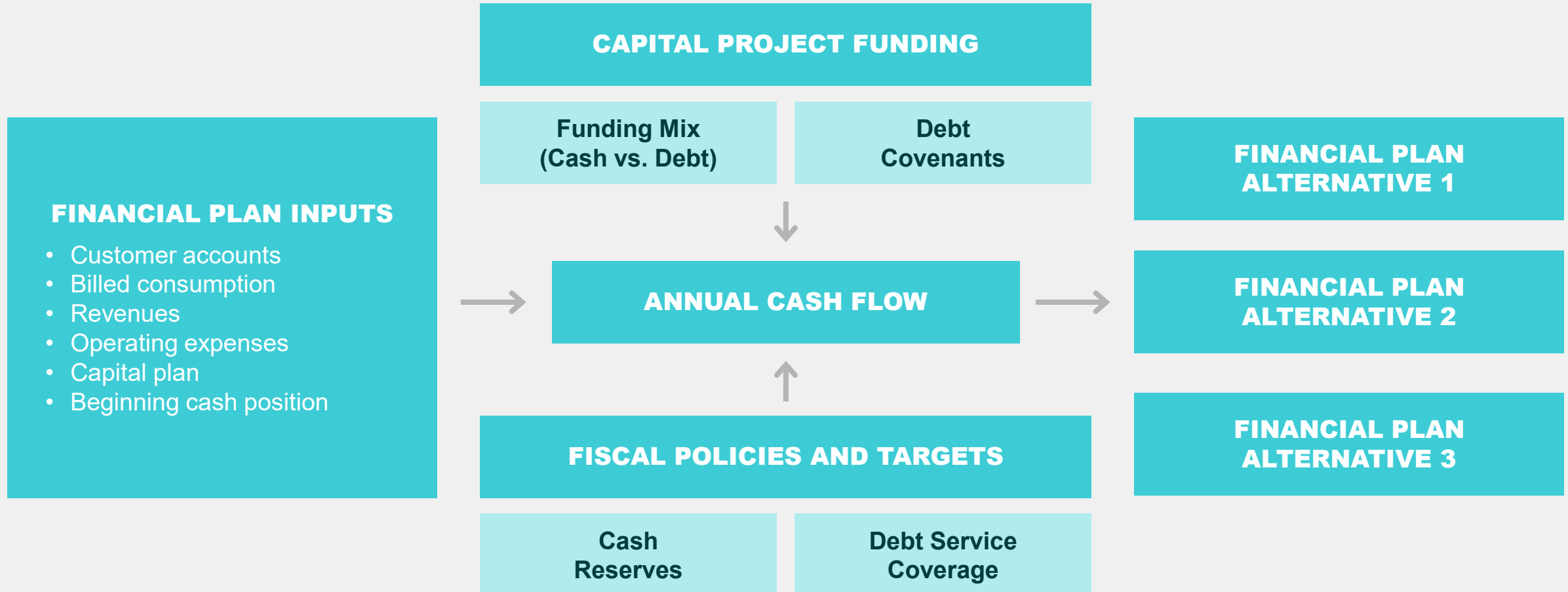


Financial Plan



The Financial Planning Process

What is the revenue required to meet expenditures?



Water Utility

Cash Flow Scenario Analysis

- Scenario 1: Early repayment of 2015 COP Water Tank Loan. RO/GAC project excluded from analysis
- Scenario 2: No early repayment of 2015 COP loan. RO/GAC project excluded from 10-year study period
- Scenario 3. No early repayment of 2015 COP loan. RO/GAC project included in 10-year study period

Wastewater Utility Cash Flow Scenario Analysis

- Scenario 1: Excludes Salinity Removal/Mitigation Solution Project
- Scenario 2: Includes Salinity Removal/Mitigation Solution Project

Financial Planning Assumptions

- Customer growth of approximately 1.2%
- Capital project inflation of 3.0% annually
- Operation and maintenance inflation of 5.0% annually
- Target reserves
 - › 90 days of operation and maintenance expense (O&M reserve)
 - › 1 year of depreciation expense (capital reserve)
- State loan issues
 - › 20-year term, 2.25% interest rate, minimum debt coverage requirement 1.1x net income
 - › Raftelis debt service coverage target – 1.2x net income

Water Utility

Scenario 1 Summary

- Early repayment of 2015 COP loan, excludes RO/GAC project in 10-year study period

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	11.0%	11.0%	11.0%	11.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Cumulative Adjustments	11.0%	23.2%	36.8%	51.8%	51.8%	51.8%	51.8%	51.8%	51.8%	51.8%
State Loan Proceeds, \$ millions	\$0.0	\$0.9	\$4.2	\$2.7	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ millions	\$6.1	\$6.0	\$4.1	\$2.7	\$4.5	\$5.8	\$8.0	\$10.0	\$12.0	\$13.9
Target Reserve, \$ millions	\$2.5	\$2.5	\$2.6	\$2.7	\$2.7	\$2.8	\$2.9	\$3.0	\$3.0	\$3.1
Unrestricted Reserves, \$ millions	\$3.6	\$3.4	\$1.5	\$0.0	\$1.7	\$3.0	\$5.1	\$7.1	\$9.0	\$10.8
Debt Service Coverage	2.3	2.5	2.7	2.6	2.3	2.3	2.2	2.2	2.2	2.1
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

Water Utility

Scenario 2 Summary

- No early repayment of 2015 COP loan, excludes RO/GAC project in 1-year study period

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
Cumulative Adjustments	1.25%	2.52%	3.80%	5.09%	6.41%	7.74%	9.09%	10.45%	11.83%	13.23%
State Loan Proceeds, \$ millions	\$0.0	\$0.9	\$4.2	\$2.7	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ millions	\$9.6	\$8.8	\$5.8	\$2.7	\$2.9	\$2.6	\$3.3	\$3.9	\$4.4	\$4.9
Target Reserve, \$ millions	\$2.5	\$2.5	\$2.6	\$2.7	\$2.7	\$2.8	\$2.9	\$3.0	\$3.0	\$3.1
Unrestricted Reserves, \$ millions	\$7.1	\$6.2	\$3.2	\$0.0	\$0.2	(\$0.2)	\$0.4	\$0.9	\$1.4	\$1.8
Debt Service Coverage	1.9	1.9	1.8	1.6	1.4	1.4	1.4	1.4	1.4	1.3
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

Water Utility

Scenario 3 Summary

- No early repayment of 2015 COP loan, includes RO/GAC project in 10-year study period

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	1.5%	1.5%	1.5%	1.5%	1.5%	9.0%	9.0%	9.0%	9.0%	9.0%
Cumulative Adjustments	1.5%	3.0%	4.6%	6.1%	7.7%	17.4%	28.0%	39.5%	52.1%	65.8%
State Loan Proceeds, \$ millions	\$0.0	\$0.9	\$4.2	\$2.7	\$0.0	\$0.0	\$0.0	\$3.5	\$31.1	\$0.0
Total Fund Ending Balance, \$ millions	\$9.6	\$8.8	\$5.8	\$2.8	\$3.0	\$3.2	\$4.6	\$5.9	\$3.8	\$4.3
Target Reserve, \$ millions	\$2.5	\$2.5	\$2.6	\$2.7	\$2.7	\$2.8	\$2.9	\$3.0	\$3.0	\$3.1
Unrestricted Reserves, \$ millions	\$7.2	\$6.3	\$3.2	\$0.1	\$0.3	\$0.4	\$1.7	\$3.0	\$0.7	\$1.2
Debt Service Coverage	1.9	1.9	1.8	1.6	1.4	1.6	1.7	1.9	1.9	1.2
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

Wastewater Utility Scenario 1 Summary

- Excludes Salinity Removal/Mitigation Solution project in 10-year study period

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	0.0%	0.0%	0.0%
Cumulative Adjustments	4.2%	8.6%	13.1%	17.9%	22.8%	28.0%	33.4%	33.4%	33.4%	33.4%
State Loan Proceeds, \$ millions	\$0.2	\$2.7	\$1.7	\$2.7	\$4.6	\$4.8	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ millions	\$4.6	\$4.0	\$3.9	\$3.9	\$3.3	\$2.5	\$2.5	\$3.7	\$4.9	\$5.9
Target Reserve, \$ millions	\$1.6	\$1.6	\$1.7	\$1.7	\$1.8	\$1.8	\$1.9	\$2.0	\$2.0	\$2.1
Unrestricted Reserves, \$ millions	\$3.0	\$2.4	\$2.3	\$2.2	\$1.5	\$0.6	\$0.6	\$1.7	\$2.8	\$3.8
Debt Service Coverage	1.7	1.7	1.6	1.5	1.4	1.2	1.2	2.4	2.3	2.3
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

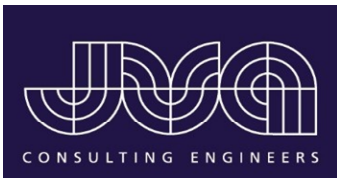
Wastewater Utility Scenario 2 Summary

- Salinity Removal/Mitigation Solution project included in 10-year study period

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	4.0%	3.0%
Cumulative Adjustments	10.0%	21.0%	33.1%	46.4%	61.1%	77.2%	94.9%	114.4%	122.9%	129.6%
State Loan Proceeds, \$ millions	\$0.2	\$2.9	\$1.9	\$2.9	\$4.9	\$9.1	\$26.9	\$27.7	\$0.0	\$0.0
Total Fund Ending Balance, \$ millions	\$4.8	\$4.9	\$5.7	\$6.9	\$8.1	\$8.6	\$5.6	\$2.5	\$2.8	\$3.4
Target Reserve, \$ millions	\$1.6	\$1.6	\$1.7	\$1.7	\$1.8	\$1.8	\$1.9	\$2.0	\$2.0	\$2.1
Unrestricted Reserves, \$ millions	\$3.2	\$3.3	\$4.0	\$5.2	\$6.3	\$6.8	\$3.7	\$0.5	\$0.8	\$1.3
Debt Service Coverage	1.9	2.0	2.1	2.1	2.1	2.0	1.6	1.5	1.2	1.2
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

Next steps

- Identify financial plan scenario in which to develop projected rates
- Review potential changes to rate structure and develop alternatives if necessary
- Review and finalize system investment fees
- Prepare draft report and presentation for May 5 City Council meeting



2021 – 2030 Capital Improvement Plan

As of April 16, 2021 - Project year and opinion of probable costs may change as the Utility Study is finalized

CITY OF RIFLE											
2021 - 2030 Capital Improvement Projects											
Projected Capital Expenditures											
Water Purification Facility Improvements		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Project No.	Description	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost
1	City Maintenance Facility	\$ -	\$ -	\$ -	\$ 180,000	\$ 660,500	\$ 660,500	\$ -	\$ -	\$ -	\$ -
2	Flouridation Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 975,000	\$ -	\$ -	\$ -
3	Pall Membrane Replacement	\$ -	\$ -	\$ -	\$ -	\$ 664,000	\$ -	\$ -	\$ -	\$ -	\$ -
4	WTP Residual Drying Beds - Concrete Drying Beds Design and Construction	\$ -	\$ -	\$ 353,000	\$ 1,296,000	\$ 1,296,000	\$ -	\$ -	\$ -	\$ -	\$ -
5	Salinity Removal/Brine Disposal Study - PELs and Sampling	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Salinity Removal/Brine Disposal Study - Mixing Zone Study	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Reverse Osmosis (RO/GAC) Facility & Disinfection Contact Basin - Design and Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,035,100	\$ 26,504,492
8	RO Brine Disposal Facility (TBD with RO/GAC project)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Purification Facility Improvements Subtotal		\$ -	\$ 75,000	\$ 503,000	\$ 1,476,000	\$ 2,620,500	\$ 660,500	\$ 975,000	\$ -	\$ 3,035,100	\$ 26,504,492
Distribution System Water System Improvements											
Project No.	Description	2021 Cost	2022 Cost	2023 Cost	2024 Cost	2025 Cost	2026 Cost	2027 Cost	2028 Cost	2029 Cost	2030 Cost
1	Airport Tank No. 2 Construction with Interior and Exterior Coating and CP - Construction Only	\$ 1,092,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	RRWPF (Penwill) to 5MG Tank Complex - Upgrade to 24"/30" Design and Construction	\$ -	\$ -	\$ 950,000	\$ 3,483,500	\$ 3,483,500	\$ -	\$ -	\$ -	\$ -	\$ -
3	Tank Foundation Monitoring	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Recoat Airport Tank No. 1 (last coating in 2002)	\$ -	\$ 417,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Beaver Creek Tank Imps - New 8" to Rifle Village South and new booster station - Design and Const.	\$ -	\$ -	\$ 400,000	\$ 2,935,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Distribution System Improvements Subtotal		\$ 1,112,000	\$ 437,000	\$ 1,370,000	\$ 6,418,500	\$ 3,483,500	\$ -	\$ -	\$ -	\$ -	\$ -
Raw Water Improvements											
Project No.	Description	2021 Cost	2022 Cost	2023 Cost	2024 Cost	2025 Cost	2026 Cost	2027 Cost	2028 Cost	2029 Cost	2030 Cost
1	Raw Water Pump Station Upgrade (300 hp) w/ Portable Generator Design and Construction	\$ -	\$ 1,267,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Raw Water Pond/Storage Improvements (aeration, hydraulics, dredging) Design and Construction	\$ -	\$ -	\$ 1,209,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Raw Water Improvements Subtotal		\$ -	\$ 1,267,000	\$ 1,209,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Capital Improvement Projects Total		\$ 1,112,000	\$ 1,779,000	\$ 3,082,000	\$ 7,894,500	\$ 6,104,000	\$ 660,500	\$ 975,000	\$ -	\$ 3,035,100	\$ 26,504,492

\$51,150,000

\$21,610,408 WITHOUT SALINITY DESIGN AND CONSTRUCTION PROJECTS (RED TEXT)

As of April 16, 2021 - Project year and opinion of probable costs may change as the Utility Study is finalized

Recommended Wastewater Treatment Facility Improvements											
Project No.	Description	2021 Cost	2022 Cost	2023 Cost	2024 Cost	2025 Cost	2026 Cost	2027 Cost	2028 Cost	2029 Cost	2030 Cost
1	Reg 85 / Reg 31 Compliance - Phos Incentive Improvements (chemical addition)	\$ -	\$ 36,000	\$ 570,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Upgrade for Phos/Reg 31 Compliance - Design and Construction (could be delayed)	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	\$ -
3	Headworks Influent Channel Coating - BioSan Grout / H2S resistant coating	\$ -	\$ -	\$ -	\$ 321,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Interchange Tank and Digester Improvements	\$ -	\$ -	\$ 400,000	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
5	Headworks Make-up Air Unit	\$ -	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Additional Hoists for Oxidation Ditch Aerators	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Biosolids Hauling Improvements Study - long term land application	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	UV Disinfection System Improvements	\$ -	\$ 95,000	\$ 1,521,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Salinity Removal/Mitigation - Study	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Salinity Removal/Mitigation - Design and Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000	\$ 25,750,000	\$ 25,750,000	\$ -
Wastewater Treatment Plant Improvements Subtotal		\$ 100,000	\$ 386,000	\$ 2,491,000	\$ 2,321,500	\$ 3,000,000	\$ 5,000,000	\$ 9,000,000	\$ 25,750,000	\$ 25,750,000	\$ -
Sanitary Sewer Collection System Improvements											
Project No.	Description	2021 Cost	2022 Cost	2023 Cost	2024 Cost	2025 Cost	2026 Cost	2027 Cost	2028 Cost	2029 Cost	2030 Cost
1	Southside Pump Station - Design and Construction (does not include FM Connection)	\$ -	\$ 108,000	\$ 1,292,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitary Sewer Collection System Improvements Subtotal		\$ -	\$ 108,000	\$ 1,292,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater Capital Improvement Projects Total		\$ 100,000	\$ 494,000	\$ 3,783,000	\$ 2,321,500	\$ 3,000,000	\$ 5,000,000	\$ 9,000,000	\$ 25,750,000	\$ 25,750,000	\$ -

\$120,400,000

\$64,900,000 WITHOUT SALINITY DESIGN AND CONSTRUCTION PROJECTS (RED TEXT)

Total Expenditure Projections	\$ 1,212,000	\$ 2,273,000	\$ 6,865,000	\$ 10,216,000	\$ 9,104,000	\$ 5,660,500	\$ 9,975,000	\$ 25,750,000	\$ 28,785,100	\$ 26,504,492
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\$171,550,000

\$86,510,408 WITHOUT SALINITY DESIGN AND CONSTRUCTION PROJECTS (RED TEXT)



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 March 3, 2021, Regular Meeting

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Minutes of the March 3, 2021, Regular Meeting

Recommended Action:

Approve the minutes of the March 3, 2021, City Council Regular Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the March 3, 2021, Regular Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. March 3, 2021 Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

March 3, 2021

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.

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, Administrative Assistant Misty Williams, City Attorney Jim Neu, Rifle Community Television (RCTV) Michael Churchill, Chief of Police Tommy Klein, Public Works Director Brian Prunty, Civil Engineer Craig Spaulding, Planning Director Nathan Lindquist, and Phil Vaughan.

PUBLIC COMMENT

No citizen comments were heard.

CONSENT AGENDA

- A. Consider Minutes of January 6, 2021, Regular Meeting

Councilor Theresa Hamilton moved to approve Consent Agenda Item A; 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

Consider awarding contract to KSK, LLC for the Construction Services for Third Street and Railroad Avenue

Civil Engineer Craig Spaulding and Public Works Director Brian Prunty explained due to failing drainage, accessibility issues, and failing asphalt, the downtown area of Rifle needs rehabilitation. The Downtown Railroad Avenue and 3rd Street Rehabilitation project will bring new and improved drainage and new utilities that will provide more reliable service and lower the maintenance cost over the next ten years. Businesses and citizens have been involved in multiple stakeholder meetings and workshops throughout 2019 and 2020. The project has received grants from DOLA for one million dollars and Garfield County Federal Mineral Lease District (GDFMLD) for two hundred thousand dollars. Construction is expected to begin as soon as March 1st and will take the spring and summer of 2021. Three bids were received, and through the interview and bid review process, it was decided that the contract should be awarded to KSK, LLC, who was also the lowest bidder. They have met all the bid process requirements, and Staff has determined that KSK, LLC is the appropriate and best selection for this project.

Councilor Brian Condie moved to award the contract to KSK, LLC for Construction Services for Third Street and Railroad Avenue in an amount not to exceed \$3,807,000, plus 10% contingency, and they have met all the bid document requirements and the five criteria are appropriate; seconded by Councilor Theresa Hamilton.

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

Consider Revised Contract with Phil Vaughan Construction Management, Inc. for City Hall Design and Project Management

Planning Director Nathan Lindquist and Phil Vaughan of Phil Vaughan Construction Management, Inc. (PVCMI) provided revised costs associated with the design and project management of the City Hall remodel. The current contract with PVCMI for City Hall Remodel design and project management is for \$30,000. The revised total for Phase 1 and Phase 2 is \$64,454, which includes a new phase of construction for pandemic-related project changes to City Hall for safety. The safety improvements to the Finance Department will allow City Hall to reopen to the public as soon as possible. Staff recommends approval of the revised agreement with Phil Vaughan Construction Management for \$64,454.00.

Councilor Sean Strobe moved to approve the revised contract with Phil Vaughan Construction Management, Inc. in an amount not to exceed \$64,454; seconded by Councilor Theresa Hamilton. Roll Call: Yes - Barbara Clifton, Theresa Hamilton, Joe Carpenter, Brian Condie, Ed Green, Clint Hostettler, Sean Strobe; No - None

Consider Additional CARES Act Spending and Receive Report on Past Spending

Planning Director Nathan Lindquist explained approximately \$53,000 in CARES Act funds are unallocated. The CARES Act committee determined the Parks Department's truck that was purchased to sanitize the playground equipment was not eligible for CARES Act funding, increasing the funds available to approximately \$80,000. Possible uses to consider for this money are additional grants for businesses struggling from the COVID-19 pandemic and assistance with citizen utility payments. Staff recommends awarding additional funding to Reach Out Colorado for help with citizen's utility payments, Rifle Regional Economic Development Center (RREDC) for local business grants, and the remainder of the funds for the City Hall remodel.

Councilor Clint Hostettler moved to utilize the remaining CARES Act funds and allocate \$41,000 to the Rifle Regional Economic Development Corporation (RREDC) for local business grants, \$12,000 to Reach Out Colorado for utility bills, and tentatively \$27,000 to be used for City Hall remodeling; seconded by Councilor Brian Condie.

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.

Comments from Mayor and Council

Mayor and Council comments were heard from Councilor Hostettler and Mayor Clifton.

Adjournment

Meeting adjourned at 8:23 p.m.

Misty Williams
Administrative Assistant

Barb Clifton
Mayor



Agenda Item #4.b.

Agenda Item Name:

Consider Minutes of the March 3, 2021, Special Meeting

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Minutes of the March 3, 2021, Special Meeting

Recommended Action:

Approve the minutes of the March 3, 2021, City Council Special Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the March 3, 2021, Special Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 03.03.2021 MINUTES - Special meeting



CITY COUNCIL SPECIAL MEETING

March 3, 2020

6:00 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, and Councilor Sean Strode

Others Present:

Rifle City Manager Scott Hahn, Administrative Assistant Misty Williams, City Attorney Jim Neu, Chief of Police Tommy Klein, Planning Director Nathan Lindquist, Utilities Director Robert Burns, and Chris Manera

Pledge of Allegiance

EXECUTIVE SESSION

Executive Session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 246402(4)(a) (purchase of water rights).

Councilor Hamilton moved to enter into Executive Session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 246402(4)(a) (purchase of water rights); seconded by Councilor Hostettler.

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 6:55 p.m.

Misty Williams
Administrative Assistant

Barb Clifton
Mayor



Agenda Item #4.c.

Agenda Item Name:

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

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Beer & Wine Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Recommended Action:

I move to approve the Liquor License Renewal application for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Brenden Theatre Corporation dba Brenden Rifle 7 Theatres located at 250 W. 2nd Street, Rifle, CO has submitted a Beer & Wine Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Brenden Theatre Liquor License Renewal_Redacted

Submit to Local Licensing Authority

6906-02-05
 Taxes & Licenses
 Rifle

Fees Due	
Renewal Fee	148.75
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 148.75

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

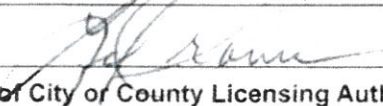
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name Brenden Theatre Corporation		Doing Business As Name (DBA) Brenden Rifle 7 Theatres		
Liquor License # 03-01113	License Type Beer and Wine (city)	Sales Tax License # 15-80594-0000	Expiration Date 03/05/21	Due Date 03/05/21
Business Address 250 W 2nd Street, Rifle CO 81650				Phone Number (702) 507-1522
Mailing Address 4321 W. Flamingo Road, Las Vegas, NV 89103			Email tkelly@brendencorp.com	
Operating Manager Tyler Kelly	Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease Dec 16, 2021				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☐ No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No				

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Brenden Theatre Corporation by Lee Craner	EVP
Signature	Date
	March 15, 2021

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

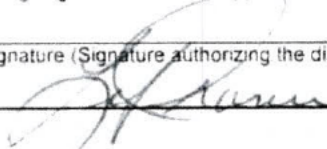
Tax Check Authorization, Waiver, and Request to Release Information

I, Lee Craner am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Brenden Theatre Corporation (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business) Brenden Theatre Corporation		Social Security Number/Tax Identification Number	
Address 4321 W. Flamingo Road			
City Las Vegas		State NV	Zip 89103
Home Phone Number 310-770-1945		Business/Work Phone Number 702-507-1522	
Printed name of person signing on behalf of the Applicant/Licensee Lee Craner, EVP			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 03/15/21
Privacy Act Statement Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			



Agenda Item #4.d.

Agenda Item Name:

Consider Liquor License Renewal for Western Slope Investments dba Wingnutz Bar & Grill

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Hotel & Restaurant Liquor License Renewal for Western Slope Investments dba Wingnutz Bar & Grill

Recommended Action:

I move to approve the Liquor License Renewal application for Western Slope Investments dba Wingnutz Bar & Grill

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Western Slope Investments dba Wingnutz Bar & Grill located at 2178 Railroad Avenue, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Wingnutz Liquor License Renewal_Redacted

Submit to Local Licensing Authority

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

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name Western Slope Investments		Doing Business As Name (DBA) Wing Nutz Bar and Grill	
Liquor License # 15-41524-0000	License Type Hotel & Restaurant	Sales Tax License # 15415240000	Expiration Date
Business Address 2178 Railroad Avenue, Rifle, CO 81650		Phone Number (970) 984-0213	
Mailing Address PO Box 586, Newcastle, CO 81647		Email shazelton1@hotmail.com	
Operating Manager Grady Hazelton	Date of Birth 	Home Address 	Phone Number

- Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
 Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____
- Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No
- 3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No
- 3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Title

Signature

Date

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Suzanne Hazelton am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Western Slope Investments (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business) <u>Western Slope Investments dba Wing Nutz Bar and Grill</u>		Social Security Number/Tax Identification Number _____	
Address <u>PO Box 586</u>			
City <u>New Castle</u>		State <u>CO</u>	Zip <u>81647</u>
Home Phone Number <u>(970) 984-0213</u>		Business/Work Phone Number <u>(970) 618-0193</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Suzanne Hazelton</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Suzanne Hazelton</u>			Date signed <u>3/11/21</u>
Privacy Act Statement Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			



Agenda Item #4.e.

Agenda Item Name:

Consider Liquor License Renewal for Rifle Tequila's dba Tequila's

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Hotel & Restaurant Liquor License Renewal for Rifle Tequila's dba Tequila's

Recommended Action:

I move to approve the Liquor License Renewal application for Rifle Tequila's dba Tequila's

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Rifle Tequila's dba Tequila's located at 800 Airport Road, Suite 3, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Tequila's Liquor License Renewal_Redacted

Submit to Local Licensing Authority

RECEIVED

APR 9 2021

City Clerk
 City of Rifle

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

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name Rifle Tequila's, Inc.		Doing Business As Name (DBA) Tequila's		
Liquor License # 03-06318	License Type Hotel & Restaurant	Sales Tax License # 31534539	Expiration Date 05/17/2021	Due Date
Business Address 800 Airport Road, Suite 3 Rifle, CO 81650				Phone Number (970) 665-9082
Mailing Address 800 Airport Road, Suite 3 Rifle, CO 81650			Email tequilasrifle9082@hotmail.com	
Operating Manager Pedro Gomez	Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No				

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Signature <i>Pedro Gomez</i>	Date <i>4-9-2021</i>

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Pedro Gomex am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Rifle Tequila's, Inc dba Tequila's (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

Name (Individual/Business) <u>Rifle Tequila's, Inc dba Tequila's</u>		Social Security Number/Tax Identification Number	
Address <u>800 Airport Road, Suite 3</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number <u>(970) 319-9381</u>		Business/Work Phone Number <u>(970) 665-9082</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Pedro Gomez</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Pedro Gomez</u>			Date signed <u>4-9-2021</u>

Privacy Act Statement

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



Agenda Item #4.f.

Agenda Item Name:

Consider purchase of three servers for City Hall Data Center

Presenter:

Item Description:

One of our 2021 IT Projects is to replace servers in our data center that go end-of-life this year.

Recommended Action:

Approve the purchase of three HP ProLiant DL380 servers for the City Hall Data Center not to exceed \$55,000

Fiscal Impact:

This purchase was included in the 2021 budget.

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

We have servers in the City Hall Data Center that go end-of-life this year. As part of our IT Plan, we budgeted to replace them. We have been moving to HP with much of our environment, the attached quote is for \$45,000 for three HP ProLiant DL380 servers. I anticipate some cost for professional services to assist us with deployment, though that cost is unknown at this time. Requesting a "not to exceed" cost of \$55,000 to allow for professional services. I included \$60,000 in the 2021 budget for this project.

Summit Partners is our vendor partner for HP. They have a NASPO Value Point PC4 Contract, which includes already negotiated state pricing:

Contract #MNNVP-134 / Participating State Contract Number PA#201600000000000000103NASPO

I did get a comparative quote for three Cisco servers which totaled \$61,118.37. Both quotes attached.

Notification Requirements:

Prepared By:

Kelly Thompson, IT Director

Attachments:

1. AAAQ29514
2. City of Rifle 3 Hosts
3. Summit Partners PURCHASE REQUEST Servers 2021



3070 East Post Road Suite 100
Las Vegas, NV 89120

QUOTE

Number AAAQ29514

Date Mar 26, 2021

t. (702) 988-4290 f. (702) 988-4290

Sold To

City of Rifle
Accounts Payable
202 Railroad Ave.
Rifle, CO 81650

Phone (970) 665-6454
Fax

Ship To

City of Rifle
Kelly Thompson
202 RAILROAD AVE
RIFLE, CO 81650-2218
US

Phone (970) 665-6454
Fax

Here is the quote you requested.

Sales Person	P.O. Number	Ship Via	Terms
Justin McDonald		Best	Net 30

Qty	Part Number	Description	Unit Price	Ext. Price
3x HPE ProLiant DL380 Gen 10 - Replacement VMware Production Hosts - 5Y Proactive Support				
3	868703-B21	HPE DL380 GEN10 8SFF CTO SERVER		
3	P02501-L21	INTEL XEON-G 6226 FIO KIT FOR DL380 G10		
3	P02501-B21	INTEL XEON-G 6226 KIT FOR DL380 GEN10		
24	P00930-B21	HPE 64GB 2RX4 PC4-2933Y-R SMART KIT		
6	P05924-B21	HPE 240GB SATA RI SFF SC S4510 SSD		
3	P01366-B21	HPE 96W SMART STORAGE BATTERY 145MM CBL		
3	804331-B21	HPE SMART ARRAY P408I-A SR GEN10 CTRLR		
3	867334-B21	HPE 10/25GBE 2P FLR-SFP28 QL41401L CNA		
3	339778-B21	HPE RAID 1 DRIVE 1 FIO SETTING		
6	865408-B21	HPE 500W FS PLAT HT PLG LH PWR SPLY KIT		
3	733660-B21	HPE 2U SFF EASY INSTALL RAIL KIT		
3	E6U59ABE	HPE ILO ADV ELEC LIC 1YR SUPPORT		
1	H1K90A5	HPE 5Y PROACTIVE CARE NBD SERVICE		
3	H1K90A5 7X4	HPE ILO ADVPACK NONBL SUPPORT		
3	H1K90A5 WAH	HPE DL38X GEN10 SUPPORT		
SubTotal				\$45,000.00
1	FREIGHT	FREIGHT	\$0.00	\$0.00
HPE: NASPO Value Point PC4 Contract #MNNVP-134 / Participating State Contract Number PA# 201600000000000000103NASPO				

Continued On Next Page ...

This quote is valid for 30 days from date of issue. The information contained in this quote is proprietary and confidential. Summit Partners respectfully requests that you do not share this information with any third parties without prior written consent. Minimum 15% restocking fee with original packaging.

Qty	Part Number	Description	Unit Price	Ext. Price
Please contact me if I can be of further assistance.			SubTotal	\$45,000.00
			Tax 0.00 %	\$0.00
			Shipping	\$0.00
			Total	\$45,000.00

This quote is valid for 30 days from date of issue. The information contained in this quote is proprietary and confidential. Summit Partners respectfully requests that you do not share this information with any third parties without prior written consent. Minimum 15% restocking fee with original packaging.

Solution Summary

Servers x 3

Customer: City of Rifle	Primary Contact: Mike Hall
Ship To Address: ,	Email: mhall@rifleco.org
Bill To Address: PO Box 1908 Rifle, CO 81650-1908	Phone: (970) 665-6455
Customer ID: VTWCITRIF0001	National Account Manager: Jeff Horning
Customer PO:	Email: jhorning@convergeone.com
	Phone: +19709455990

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$0.00		One-Time		\$0.00
Hardware	\$55,989.87		One-Time		\$55,989.87
Maintenance					
Cisco Maintenance	\$5,128.50		Prepaid		\$5,128.50
Project Subtotal	\$61,118.37				\$61,118.37
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$61,118.37				\$61,118.37

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	UCSC-C220-M5SX	UCS C220 M5 SFF 10 HD w/o CPU, mem, HD, PCIe, PSU		3	\$1,660.78	\$4,982.34
2	CON-SSSNT-C220M5SX	SOLN SUPP 8X5XNBD UCS C220 M5 SFF 10 HD w/o CPU, mem, HD, PC	36	3	\$1,709.50	\$5,128.50
3	UCS-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v		36	\$820.06	\$29,522.16
4	UCSC-MLOM-C25Q-04	Cisco UCS VIC 1457 Quad Port 10/25G SFP28 CNA MLOM		3	\$902.35	\$2,707.05
5	UCS-M2-240GB	240GB SATA M.2		6	\$214.75	\$1,288.50
6	UCS-M2-HWRRAID	Cisco Boot optimized M.2 Raid controller		3	\$119.62	\$358.86
7	UCSC-PSU1-1050W	Cisco UCS 1050W AC Power Supply for Rack Server		6	\$292.62	\$1,755.72
8	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors		6	\$0.00	\$0.00
9	UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers		3	\$88.31	\$264.93
10	CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.		3	\$0.00	\$0.00
11	UCS-SID-INFR-OI	Other Infrastructure		3	\$0.00	\$0.00
12	UCS-SID-WKL-OW	Other Workload		3	\$0.00	\$0.00
13	UCSC-HS-C220M5	Heat sink for UCS C220 M5 rack servers 150W CPUs & below		6	\$0.00	\$0.00
14	UCS-CPU-I6226R	Intel 6226R 2.9GHz/150W 16C/22MB DDR4 2933MHz		6	\$2,086.88	\$12,521.28
15	UCSC-PCIE-IQ10GC	Intel X710 Quad-port 10GBase-T NIC		3	\$863.01	\$2,589.03
16	UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel		30	\$0.00	\$0.00
17	UCSC-SATAIN-220M5	C220 M5 (8-drive) SATA Interposer board		3	\$0.00	\$0.00



CITY OF RIFLE PURCHASE REQUEST

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

2.	Vendor Address
	3070 East Post Road Suite 100
	Las Vegas, NV 89120

3.	For the Purchase of (description)
	3 Servers and Professional Services for installation support
	<i>Capitalizable - C. Hall</i>

4. Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
\$55,000	\$60,000	<i>M. Swan</i>

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

6.	Type of Purchase
	☐ Capital Construction
	☐ Capital Construction – Change Order
	☒ Capital Equipment
	☐ Plant Equipment
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☐ Professional Services
	☐ Utilities (includes equipment installation)
	☐ 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) From our HP Vendor Partner, NASPO State Contract #MNNVP-134

8.	Authorization Required
	☒ City Manager
	☒ City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>[Signature]</i>	4/14/2021
	City Manager	<i>[Signature]</i>	
	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	
		Competitive Bid (see Code Sec 4-3-40)		
	> \$20,000			
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 #4.g.

Agenda Item Name:

Consider amending Chapter 7, Article VI of the Rifle Municipal Code Regarding Impounded Animals - Ordinance No. 2, Series of 2021 - 2nd Reading

Presenter:

Item Description:

Consider amending Chapter 7, Article VI of the Rifle Municipal Code Regarding Impounded Animals - Ordinance No. 2, Series of 2021 - 2nd Reading

Recommended Action:

Move to approve Ordinance No. 2, Series of 2021 on second reading

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

This amendment was initiated by Dawn Neely, one of our Code Enforcement Officers, to address gaps in our impoundment law. Currently, the only option for the judge at an impoundment hearing is that the animal be euthanized. We would like to add an option allowing the animal to be surrendered to the Rifle Animal Shelter allowing them to adopt the animal out. Further, we are requesting a new definition-Irresponsible Animal Owner- to assist in cases where the animal is being neglected, but not rising up to the level of severe abuse.

Executive Summary:

Notification Requirements:

Prepared By:

Kathy Pototsky, Court Clerk / PIO

Attachments:

1. Ordinance No. 2-Irresponsible Pet Owners

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 2
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING
CHAPTER 7, ARTICLE VI OF THE RIFLE MUNICIPAL CODE REGARDING
IMPOUNDED ANIMALS.

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

WHEREAS, Chapter 7, Article VI of the City of Rifle Municipal Code (the “Code”) sets forth the City’s regulations regarding animals; and

WHEREAS, the City Council finds and determines that the following amendments to Chapter 7, Article VI of the Code regarding impounded animals are in the best interest of the public health, safety and welfare of the citizens of Rifle.

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

1. The foregoing recitals are incorporated by reference as findings and determinations of the City Council.

2. Section 7-6-10 of the Code is hereby amended with the addition of the following definition:

Irresponsible animal owner means a person who owns, keeps or harbors one or more animals and has violated, three or more times, one or more ordinances or statutes that regulate animal ownership or animal behavior.

3. Section 7-6-90(c) of the Code is hereby amended as follows, with underlined text added:

Sec. 7-6-90. – Impounded Animals.

* * *

- (c) Disposition of impounded animal being held pending Municipal Court proceedings. If an animal is impounded and is being held pending Municipal Court proceedings for any violation of the provisions of this Article, the animal may not be released except on the order of the Municipal Court. The Municipal Court may order said animal to be euthanized in a humane manner or surrendered if, after a judicial hearing, it finds that: (1) such animal is vicious and that it represents a clear and present danger to the citizens or other animals in the community; or (2) the animal is experiencing extreme pain or suffering; or (3) the owner is found to be an

irresponsible animal owner. Any animal which remains unclaimed for five (5) days after its release has been ordered by the Municipal Court may be euthanized or placed for adoption at the discretion of the animal shelter. The owner shall be liable for the costs of the care, keeping or disposal of the animal, including but not limited to payment of a bond for the cost of impoundment pending court proceedings pursuant to Section 18-9-202.5, C.R.S.

INTRODUCED on April 7, 2021 read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on April 21, 2021, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2021.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #4.h.

Agenda Item Name:

Consider Extending Development Impact Fee Waivers - Ordinance No. 3, Series of 2021 - 2nd Reading

Presenter:

James S. Neu, City Attorney

Item Description:

Extending Development Impact Fee Waivers

Recommended Action:

Move to approve Ordinance No. 3, Series of 2021 on second reading

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Please see attached memo

Executive Summary:

Notification Requirements:

Prepared By:

Kristy Doll, CMC, City Clerk

Attachments:

1. Ordinance No. 3-Development Fee Waiver Extension-Memo
2. Ordinance No. 3-Development Fee Waivers

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: Ordinance No. 3, Series of 2021 – Development Fee Waiver Extension

DATE: March 30, 2021

At the City Council's March 17, 2021 meeting, it received an update regarding the development impact fee system and accompanying studies. Because the City's impact fees have not been finalized, Council requested an extension of the current impact fee waivers that are set to expire at the end of April. Ordinance No. 3, Series of 2021 extends the waivers until the end of the year or until repealed with the adoption of revised development fees.

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 3
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, EXTENDING
TEMPORARY DEVELOPMENT FEE WAIVERS TO STIMULATE GROWTH
AND ECONOMIC DEVELOPMENT IN THE CITY.

WHEREAS, the City of Rifle, like much of Western Colorado, has yet to fully recover from the impacts of the Great Recession while the Front Range has fully rebounded, increasing the costs of construction materials and labor in the region; and

WHEREAS, the City Council desires to attract building and construction activities in the City that will drive additional economic development and provide additional housing which is greatly needed; and

WHEREAS, City staff has researched and analyzed the various development fees assessed by the City on construction activities to determine which fees can be reduced or waived without jeopardizing the financial soundness of the City; and

WHEREAS, by Ordinance No. 1, Series of 2019, the City temporarily waived or reduced certain development fees that expired on April 1, 2020; and

WHEREAS, after examining the effect of this program on the various funds and listening to the development community, the City Council by Ordinance No. 21, Series of 2019 extended the waiver of certain development fees until the end of 2020; and

WHEREAS, the City has initiated a Utility Master Planning process analyzing development fees which will be completed in Spring 2021 that will provide useful information for establishing revised development fee amounts; and

WHEREAS, the COVID-19 pandemic has greatly affected the regional, state and national economy and impacted development in the City and the City Council desires to extend the waiver of certain development fees until revised development fees are adopted or December 31, 2021, whichever occurs first; and

WHEREAS, the City Council finds and determines that the development fee waivers and building incentives contained in this Ordinance are a sound long term investment for the City that will pay dividends exceeding the temporary foregone revenues.

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

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

2. Parkland Dedication Fees. The Parkland Dedication Fee required by Section 16-1-90 and Section 16-4-110 of the Rifle Municipal Code or applicable to a specific property pursuant to an appurtenant Annexation Agreement or Subdivision Improvements Agreement due at building permit is hereby waived. All other land or parkland dedication requirements in the Rifle Municipal Code shall continue to remain in full force and effect.

3. Offsite Street Impact Fees. The Offsite Street Impact Fee set forth in Section 16-1-100 of the Rifle Municipal Code or applicable to a specific property pursuant to an appurtenant Annexation Agreement or Subdivision Improvements Agreement due at building permit is hereby waived in full.

4. Termination. Unless repealed by ordinance earlier with the adoption of revised development fees, the development fee waivers set forth in this Ordinance shall remain in effect through **December 31, 2021 at 5pm** and apply to building permits submitted by such date to the City's Planning Department, after which time all applicable codified provisions of the Rifle Municipal Code and the terms of any Annexation Agreement or Subdivision Improvements Agreement shall apply.

INTRODUCED on April 7, 2021, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on April 21, 2021, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2021.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #4.i.

Agenda Item Name:

Consider requiring confirmation a Liquor License Renewal Applicant is current with sales tax obligations - Ordinance No. 4, Series of 2021 - 2nd Reading

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Consider requiring confirmation a Liquor License Renewal Applicant is current with sales tax obligations - Ordinance No. 4, Series of 2021

Recommended Action:

Move to approve Ordinance No. 4, Series of 2021 on second reading

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

State agencies made a coordinated effort and developed a process for ensuring liquor licenses are issued to those in good standing with their tax reporting and payments.

The Colorado Liquor Code, sections 44-3-101 and Liquor Rules, 1 CCR 203-2 prohibit “persons” from holding a license who are not of character or record satisfactory to the state licensing authority by virtue of their failure to pay state or local business taxes.

Pursuant to subsection 44-3-307(1)(a)(V), C.R.S., a liquor license shall not be issued to or held by “any person employing, assisted by, or financed in whole or in part by any other person who is not of good character and reputation satisfactory” to the state licensing authority.

Similarly, pursuant to subsection 44-3-307(1)(a)(VI), C.R.S., a license shall not be held by “any person unless the person’s character, record, and reputation are satisfactory to the respective licensing authorities.”

Executive Summary:

This amendment to Section 6-5-60 the Rifle Municipal Code aligns our Municipal Code with the State's Liquor Code and Liquor Rules and establishes the requirement that the applicant is current with its sales tax obligations with the City as part of the renewal application process.

Notification Requirements:**Prepared By:**

Kristy Doll, CMC, City Clerk

Attachments:

1. Ordinance No. 4-Liquor License Renewal Sales Tax Compliance

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 4
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTION 6-5-60 OF THE RIFLE MUNICIPAL CODE REGARDING LIQUOR
LICENSE RENEWAL APPLICATION REQUIREMENTS.

WHEREAS, Section 6-5-60 the Rifle Municipal Code (the “RMC”), establishes the renewal application requirements for the holders of liquor licenses in the City of Rifle (the “City”); and

WHEREAS, City staff has recommended changes to the RMC to require confirmation that the applicant is current with its sales tax obligations with the City as part of the renewal application process.

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

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

Section 2. Section 6-5-60 of the RMC is hereby amended as follows, with additions shown in underlined text:

Sec. 6-5-60. - License renewals; hearing.

- (b) Upon receiving the renewal application, the City Clerk shall assemble the applicant's file containing reports from staff regarding the applicant or the premises for the preceding year, including confirmation that applicant is current with its sales tax obligations. Unless there is evidence to the contrary in the applicant's file or otherwise, it will be presumed that the occupied premises are in compliance with the provisions of state statutes and City regulations, and that the character of the applicant continues to be satisfactory. If these presumptions apply, the application for renewal shall be recommended for approval by the City Clerk and set for Liquor Licensing Authority consent at the next City Council meeting. All successful applicants shall be subject to license fees as referenced in Section 6-5-150 of this Article and set forth in Appendix A to this Code.
- (c) If there is evidence to rebut the presumptions in Subsection (b) above which otherwise arise, or past sales tax due, the City Clerk shall immediately notify the licensee in writing of the objections to the renewal application and set a public hearing date to be held not less than ten (10) nor more than

thirty (30) days after the date of such notice. The written notice shall be mailed by certified mail to the applicant, shall state generally the grounds for staff's recommendation of nonrenewal, and shall provide the date, time and place of the hearing to show cause for nonrenewal. Notice of the hearing must also be conspicuously posted on the premises for a period of ten (10) days prior to the hearing. The hearing shall be conducted in the same manner as provided for hearings on revocation or suspension of the type of license involved.

INTRODUCED on April 7, 2021, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on April 21, 2021, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2021.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk



Agenda Item #4.j.

Agenda Item Name:

Consider amending Rifle Municipal Code to reference the Uniform Election Code in Title 1, C.R.S. for Coordinated Elections - Ordinance No. 5, Series of 2021 - 2nd Reading

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Consider referencing the Uniform Election Code in Title 1, C.R.S. for Coordinated Elections - Ordinance No. 5, Series of 2021 - 2nd Reading

Recommended Action:

Move to approve Ordinance No. 5, Series of 2021 on second reading

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

During the 2019 Municipal Election, citizens voted to amend Section 2.3 of the Charter to hold the Regular Municipal Election in November in odd numbered years which would coordinate Rifle Municipal Election with county and state elections.

Executive Summary:

Conduct of elections in section 2-1-10 of the Rifle Municipal Code needs to be amended to align with the requirements of a coordinated election.

Notification Requirements:

None

Prepared By:

Kristy Doll, CMC, City Clerk

Attachments:

1. Ordinance No. 5-Election Code Amendments

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 5
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTION 2-1-10 OF THE RIFLE MUNICIPAL CODE PERTAINING TO THE
CONDUCT OF MUNICIPAL ELECTIONS.

WHEREAS, Section 2-1-10 the Rifle Municipal Code (the “RMC”), sets forth the conduct of municipal elections in the City of Rifle (the “City”); and

WHEREAS, with the passage of Ordinance No. 6, Series of 2019 the City’s regular municipal election will be a coordinated election and City staff recommends that certain statutory election provisions should be referenced in the RMC.

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. Section 2-1-10 of the RMC is hereby amended as follows, with additions shown in underlined text:

Sec. 2-1-10. - Conduct of elections.

(c) Unless provided otherwise by the Charter or this Code, such elections shall be conducted pursuant to the requirements of the Uniform Election Code of 1992 codified in Title 1, C.R.S. for coordinated elections and Articles 10 and 11 of Title 31, C.R.S., the Municipal Election Code and Municipal Initiatives, Referenda, and Referred Measures, as they may be amended from time to time, except any provisions that the City determines are inconsistent with the City's authority over its elections pursuant to Article XX of the Colorado Constitution.

INTRODUCED on April 7, 2021, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on April 21, 2021, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2021.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk



Agenda Item #4.k.

Agenda Item Name:

Consider an amendment to a Pre-Annexation Agreement to provide out of city water service to a property adjacent to Rifle Village South, owned by Alfredo Salazar

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider an amendment to a Pre-Annexation Agreement to provide out of city water service to a property adjacent to Rifle Village South, owned by Alfredo Salazar

Recommended Action:

Move to approve an amendment to a pre-annexation agreement

Fiscal Impact:

The finances of the Water Fund will be improved by allowing an additional out-of-city water connection using existing water and sewer mains. Revenue is contributed to the system with no additional infrastructure and no negative impact to the City's Comprehensive Plan for growth.

Operational Impact:

No issues were identified by the Utilities Department.

Prior Board Motions:

Council approved the original pre-annexation agreement on December 16, 2020.

Background Information:

The applicant was previously approved and signed a pre-annexation agreement for water service for one single-family dwelling.

Executive Summary:

The applicant is requesting an amendment to their pre-annexation agreement with the City of Rifle to provide out of city water service. The application was previously approved for one single-family dwelling unit and the applicant is requesting the provision of water to an additional unit on the same property.

Notification Requirements:

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. 20210421 Salazar Out of City Request Amendment MEMO
2. December 16 2020 Packet
3. 20210421-Salazar Pre-Annexation-First Amendment

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, Planning Director, AICP
Date: April 21, 2021
Subject: Amendment - Request for Out of City Water Service adjacent to Rifle Village South
Applicant: Alfredo Salazar

REQUEST

The Applicant has previously been approved for out-of-city water service for a 35-acre property adjacent to Rifle Village South (Parcel No. 2177-291-00-011). The request was approved by City Council on December 7, 2020 and the Pre-annexation Agreement was signed and recorded (Reception No. 949648). The original Staff Memo is included in this packet. The applicant originally planned to construct one single-family residence on the property; however they have since changed their plans and would like to construct two single-family dwellings. To address the change, the applicant has requested an amendment to the original Pre-annexation Agreement.

The Utility Department reviewed the requested amendment and no issues were identified provided that all required easements are in place (see attached email). The applicant has provided documentation that all required easements are in place.

Staff recommends that Council approve the request and sign the associated amendment to the Pre-annexation Agreement.

Phone: 970-665-6490



MEMORANDUM

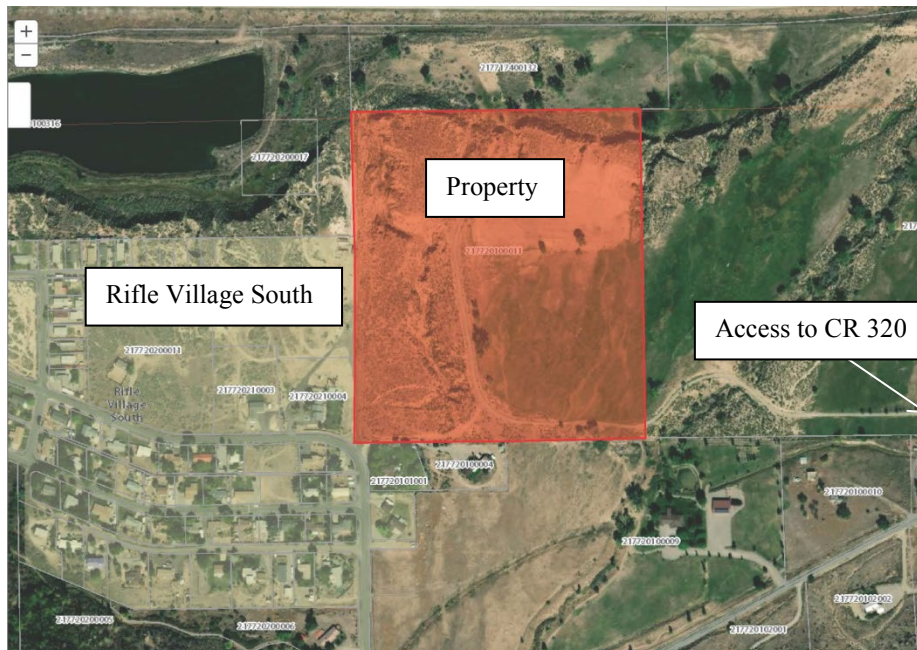
To: Honorable Mayor and City Council
From: Brian Rusche, Planner II
Date: December 7, 2020
Subject: Request for Out of City Water Service adjacent to Rifle Village South
Applicant: Alfredo Salazar

REQUEST

The applicant requests Council approval of out-of-city water and sewer service for a 35-acre property adjacent to Rifle Village South (Parcel # 2177-291-00-011). The parcel is currently accessed from County Road 320 across property to the east, but there is an easement to access for Village Drive (tentative address 300 Village Drive). The applicant desires to construct a single-family residence.

LOCATION

The lot was created as an unplatted 35-acre split from a larger parcel and was purchased by the applicant in May 2019.



UTILITY AVAILABILITY

Existing water and sewer mains are located within Village Drive, to serve the Rifle Village South development (under previous agreement). The precise design of the water and sewer taps will be the responsibility of the applicant, in coordination with the City. The proposed location of the residence would be along the west side of the property (see Site Plan attached to this report). The Utility Manager has already been consulted regarding this request (see email attached to this report).



BACKGROUND

Rifle Municipal Code requires an applicant to apply to City Council for water service outside of City limits. The current code language on this topic is somewhat restrictive, as it was written before construction of the City's new Water Treatment Plant. At that time plant capacity issues were of concern, as was the possibility of encouraging unwise growth in rural areas. Thus, the Code's criteria for approval of out-of-city water service are restrictive but still include flexibility for Council to approve or deny the application:

Sec. 13-1-50. - Service outside of City.

- (a) It is the policy of the City to decline to extend water service to property lying outside the corporate limits of the City, except for areas located within the Rifle Institutional Control Boundary, unless:
 - (1) the lack of municipal water creates a real hardship upon the owner of the property;

Staff comment: The applicant applied for a well permit but was declined due to proximity to the municipal system.

(2) the property is capable of being annexed to the City within a reasonable time, as determined by the City Council;

Staff comment: The property is not currently eligible for annexation as it is not contiguous with property within the City limits. It is uncertain when that would be the case. However, Council may deem this “reasonable” in this situation for the reasons listed below in the Staff Recommendation.

(3) the owners, for themselves, their successors and assigns, sign a binding agreement to annex the property to the City at such time as it becomes eligible for annexation. The City expressly reserves the right, as may be limited by state or federal law, to impose such conditions as it may see fit relative to the furnishing of such service and to refuse such service in its discretion.

Staff comment: The owner has agreed to sign the pre-annexation agreement.

STAFF RECOMMENDATION

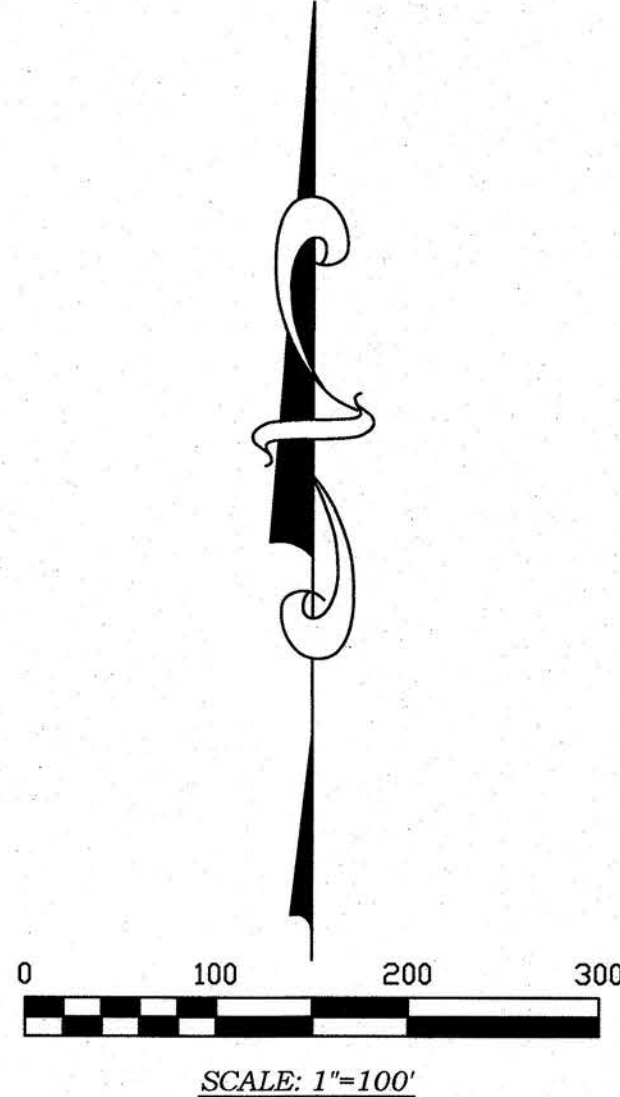
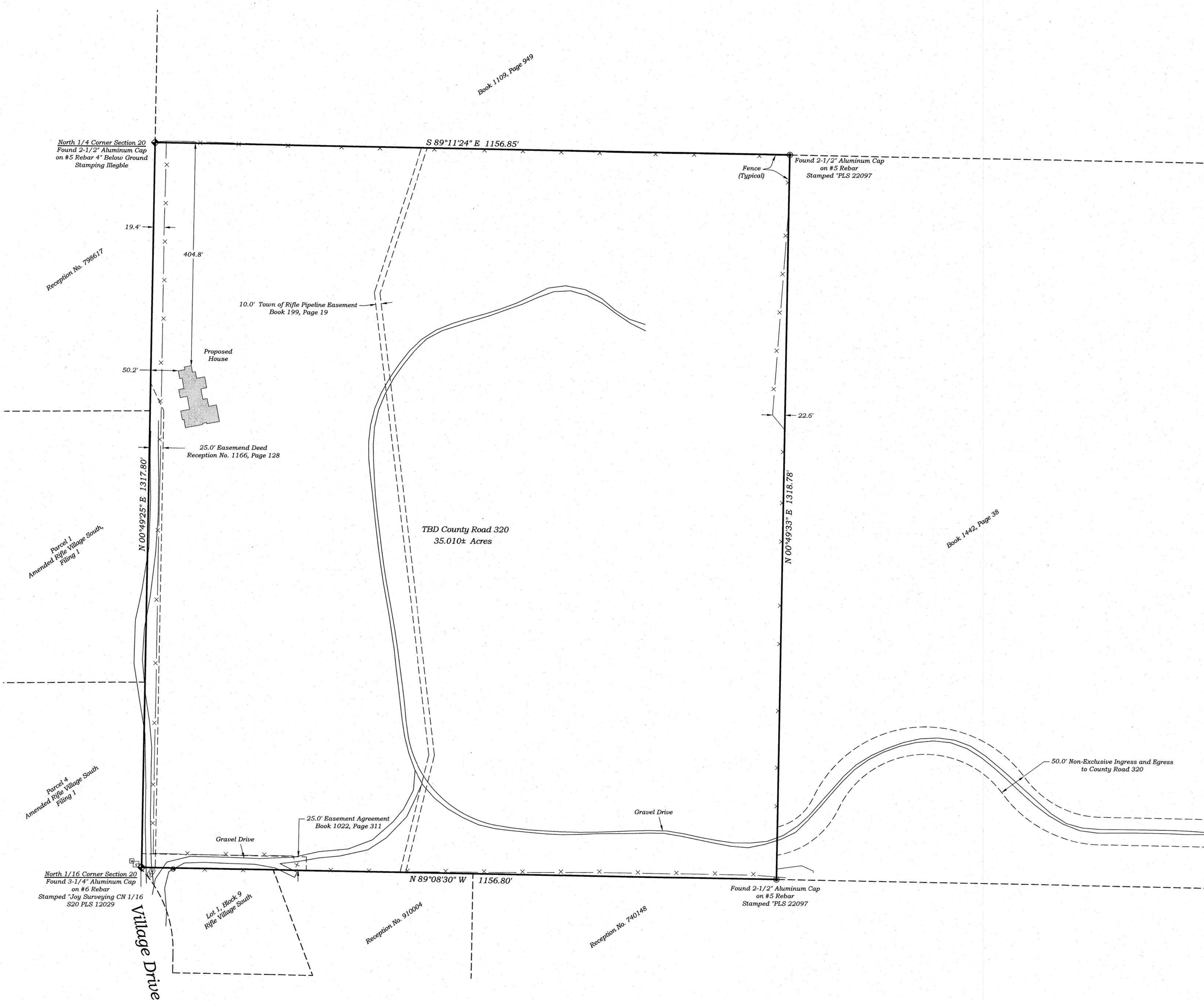
Staff recommends **APPROVAL** of this request for the following reasons:

1. The property is only proposed to have one home on a lot that was exempt from County subdivision requirements (per State law). The residence would be similar to other residences along County Road 320 and adjacent to Rifle Village South on larger acreage lots. The use of existing water and sewer mains in this situation is not contributing to unwise growth outside of City limits. The area will maintain its rural agricultural character as envisioned in the City's Comprehensive Plan.
2. The property can tap directly into an existing water and sewer main that serves Rifle Village South, meaning no new mains or additional responsibilities to the City's system.
3. With the construction of the new Water Treatment Plant, capacity is no longer a concern.
4. The finances of the Water Fund will be improved by allowing out-of-city water connections in circumstances where #1 and #2 (above) exist. Revenue is contributed to the system with no additional infrastructure and no negative impact to the City's Comprehensive Plan for growth.

Attachments: Bookcliff Survey Site Plan
Email correspondence with Robert Burns

SITE PLAN

A Parcel of Land Situate the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 20, Township 6 South, Range 93 West of the 6th P.M.
County of Garfield, State of Colorado



LEGEND	
⊙	Electric Meter
⊕	Power Pole
⊙	Sewer Manhole
⊕	Telephone Pedestal
⊙	Water Meter
⊕	Water Service T-Post

PROPERTY DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 89°11'24" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1156.85 FEET; THENCE SOUTH 00°49'33" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 1318.78 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTH 89°08'30" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 1156.80 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00°49'25" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1317.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO THE PROPERTY FROM COUNTY ROAD 320, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A FIFTY FOOT WIDE STRIP OF LAND FOR THE PURPOSE OF INGRESS AND EGRESS, BEING A PORTION OF THOSE LANDS DESCRIBED IN WARRANTY DEED TO RIFE MIXED VENTURES LLC AS RECORDED IN BOOK 1442 AT PAGE 38 IN THE OFFICE OF THE GARFIELD COUNTY CLERK AND RECORDER; IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, AND IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, ALL IN TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, THE CENTERLINE OF SAID 50' WIDE STRIP DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, SOUTH 89°08'52" EAST A DISTANCE OF 498.81 FEET TO A POINT OF NON TANGENT CURVATURE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, ALONG A CURVE TO THE LEFT A DISTANCE OF 138.12 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 79°02'1" AND CHORD DISTANCE OF 127.40 FEET WHICH BEARS NORTH 61°39'33" WEST; THENCE SOUTH 78°46'17" WEST A DISTANCE OF 122.52 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 73.21 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 43°05'22" AND CHORD DISTANCE OF 73.45 FEET WHICH BEARS NORTH 79°41'02" WEST; THENCE NORTH 58°08'21" WEST A DISTANCE OF 37.23 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 135.32 FEET SAID CURVE HAVING A RADIUS OF 250.00 FEET, A DELTA ANGLE OF 31°00'47" AND CHORD DISTANCE OF 133.67 FEET WHICH BEARS NORTH 73°38'45" WEST; THENCE NORTH 89°09'08" WEST A DISTANCE OF 923.37 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 184.37 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 52°49'02" AND CHORD DISTANCE OF 177.91 FEET WHICH BEARS NORTH 62°44'37" WEST; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 413.75 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 118°31'47" AND CHORD DISTANCE OF 343.82 FEET WHICH BEARS SOUTH 84°24'01" WEST; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 115.89 FEET, SAID CURVE HAVING A RADIUS OF 125.00 FEET, A DELTA ANGLE OF 53°07'19" AND CHORD DISTANCE OF 111.79 FEET WHICH BEARS SOUTH 51°41'47" WEST TO THE EAST LINE OF A PROPOSED 35 ACRE TRACT AND THE POINT OF TERMINUS, FROM WHENCE THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 20 BEARS SOUTH 87°24'16" WEST A DISTANCE OF 1158.88 FEET.

NOTES

- 1.) DATE OF SURVEY WAS AUGUST 28, 2020.
- 2.) THIS SURVEY AND RIGHTS-OF-WAY AND EASEMENTS IS BASED ON COMMONWEALTH TITLE COMPANY OF GARFIELD COUNTY, INC. FILE NO. 1904083, DATED APRIL 28, 2019.
- 3.) THE PROPOSED BUILDING SITE AND LEACH FIELD ARE NOT LOCATED WITHIN A 30% SLOPE AREA.
- 4.) THIS SITE PLAN DOES NOT REPRESENT A BOUNDARY, IMPROVEMENT OR IMPROVEMENT LOCATION CERTIFICATE SURVEY BY BOOKCLIFF SURVEY SERVICES, INC. OR AND OF ITS ASSOCIATES.

SURVEYOR'S STATEMENT

I, MICHAEL J. LANGHORNE, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED ON MY KNOWLEDGE, INFORMATION, BELIEF AND THAT THIS SURVEY IS A TRUE REPRESENTATION THEREOF. THIS CERTIFICATE IS NOT INTENDED TO BE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE OF ANY MATTERS EXCEPT THOSE STATED IN THE PRECEDING SENTENCE.

MICHAEL J. LANGHORNE, COLORADO REGISTRATION NO. 36572
FOR AND ON BEHALF OF
BOOKCLIFF SURVEY SERVICES, INC.

REVISION	DESCRIPTION



100 East 5th Street
Suite 100
Rifle, CO 81650
PH: (970) 625-1330
Fax: (970) 625-2773

SITE PLAN

JOSE ALFREDO SALAZAR
26 NATIVE SPRINGS DRIVE
RIFLE, CO 81650

FILE:	SITE
DFT.	TL
CK.	M.J.L.
DATE:	10/29/20
PROJECT NO.	19083-01
SHEET	1
OF	1

**FIRST AMENDMENT
CONTRACT TO PROVIDE SERVICES
AND PRE-ANNEXATION AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this 21st day of April 2021, by and between the CITY OF RIFLE, COLORADO, a municipal corporation (hereinafter "City") and ALFREDO SALAZAR, as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

WHEREAS, Owner and the City entered into that certain Contract to Provide Services and Pre-Annexation Agreement dated December 16, 2020 and recorded with the Garfield County Clerk and Recorder as Reception No. 94648 (the "Agreement"); and

WHEREAS, the Agreement authorized water and sewer services to the Property for one single family residential use only and the parties hereto desire to amend the Agreement to allow water and sewer service to the Property for two single family residential uses.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.
2. Amendment to the Agreement. The Agreement is hereby amended to authorize water and sewer service for two single family residential uses only.
3. Ratification of Agreement. Except as expressly amended herein, the Agreement is hereby ratified and affirmed by the parties.
4. Recording; Fees. The City shall record this First Amendment upon execution. Owner shall simultaneously with the execution of this Contract tender to the City the actual amount of recording fees and any costs incurred by the City in processing this application.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first written above.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

OWNER:

By: _____
Alfredo Salazar

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2021, by
Alfredo Salazar.

WITNESS my hand and official seal.

Notary Public



Agenda Item #6.a.

Agenda Item Name:

Recognize Local Businesses that Support K-9 Program

Presenter:

Tommy Klein, Chief of Police

Item Description:

The Police Department would like to thank three local businesses that contributed to the K-9 program.

1. Property Professionals
2. Johnson Construction
3. Alpine Bank

Recommended Action:

N/A

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

The Police Department would like to thank three local businesses that contributed to the K-9 program.

1. Property Professionals
2. Johnson Construction
3. Alpine Bank

Notification Requirements:

Prepared By:

Tommy Klein, Chief of Police

Attachments:

None



Agenda Item #6.b.

Agenda Item Name:

Receive an Update on Downtown Project

Presenter:

Tracy Truelove

Item Description:

Receive an update on Downtown Project

Recommended Action:

No Action Required

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

The current downtown project has a Public Information Manager, Tracy Truelove. This presentation will be an opportunity to provide updates on the project from the project team.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Kristy Doll, CMC, City Clerk

Attachments:

1. Rifle City Council Presentation_Downtown project_4.21.2021

A photograph of a street sign for "Railroad Ave" hanging from a black traffic light pole. The sign is rectangular with a red background and white text. The background of the entire image is a vibrant sunset or sunrise sky with orange, yellow, and blue clouds. A traffic light is visible on the pole to the right of the sign.

Railroad Ave

Railroad Ave. & Third St. Improvement Project



Project Progress:

- Crews have completed waterline installation in W. Third Street and Railroad Avenue
- Curb and Gutter has been poured
- Sidewalks and Parking are being poured at W. Third
- Storm Sewer has been installed at W. Third



Construction Updates (week of April 19-23)

1. The waterline on Railroad Avenue will be getting tested and after passing the services will be tied into the new line which will require some intermittent shutoffs
2. There will be continued intermittent work on west 3rd St. so please pay attention to the traffic control and signage at this location. Flaggers are positioned daily to help children walking from Rifle Middle School to cross on West Ave. The city has adjusted signal timing at Centennial to assist with traffic flow.
3. Work still slated to begin on east 3rd. St. April 26 as long as restoration of W. Third is nearly complete
 - a. If there is not parking and continuous sidewalks on W. Third E. Third waterline will not begin and Storm Drain on Railroad Avenue will begin to maintain critical path

Railroad Ave

Railroad Ave. & Third St. Improvement Project



Project Hotline: 970.987.7293 | Project Email: rifledowntown@gmail.com



PHASE ONE:

- > Waterline installed
- > Waterline Testing now
- > Sidewalk, curb and gutter deconstruction and rebuild
- > Work 50% complete

Timeline March-early May

PHASE TWO:

- > Railroad Ave. from 2nd to 3rd St.
- > Waterline Install
- > Sidewalk, curb and gutter deconstruction and rebuild

Timeline April to mid-May

PHASE THREE:

- > East 3rd Street
- > Waterline Install
- > Sidewalk, curb and gutter deconstruction and rebuild

Timeline mid-April to June

PHASE FOUR:

- > Railroad Ave. from 3rd through 4th Streets
- > Storm drain install
- > Sidewalk, curb and gutter deconstruction and rebuild

Timeline mid-May to project completion

Communications Toolkit:

Railroad Avenue and Third Street Improvements

Construction Update

Week of March 22-26

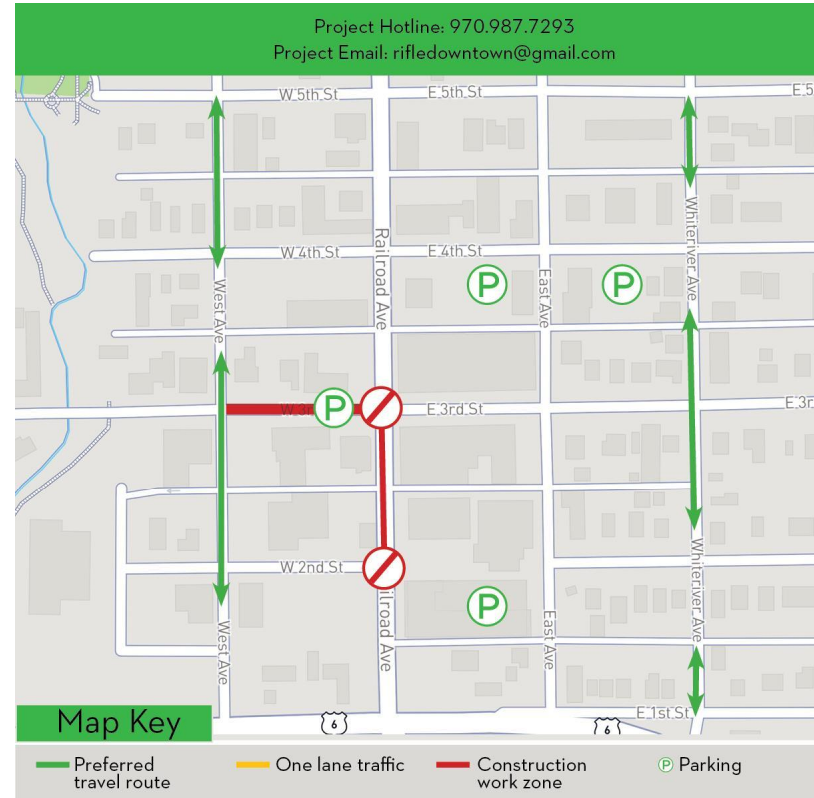
- Beginning Monday, March 22 West Ave. will be one lane from Monday through Thursday next week.
- The project team will continue work on 3rd Ave and West Avenue for installation of the new waterline.
- Please follow detour signs and traffic control. As a reminder, preferred detours are West Avenue and Whiteriver Avenue. When entering or leaving the detour and going back to Railroad Avenue please use Centennial Parkway or 5th Street signalized intersections. Second St and 4th St. do not have traffic signals and may result in longer wait times.
- Business access is open just be sure to follow the designated pedestrian access as it is delineated in the work zone. Downtown parking and detours are shown in the map attached. This map and updates can be accessed at <https://www.rifleco.org/Construction>.

Due to failing drainage, accessibility issues and failing asphalt, the downtown area of Rifle is in need of rehabilitation. The final downtown design for Railroad Avenue and Third Street has added parking at the Rifle House DDA lot and the Post Office. Grading was adjusted to allow temporary outdoor dining where permitted and smaller more dispersed landscaping was used to add landscaping without sacrificing parking.

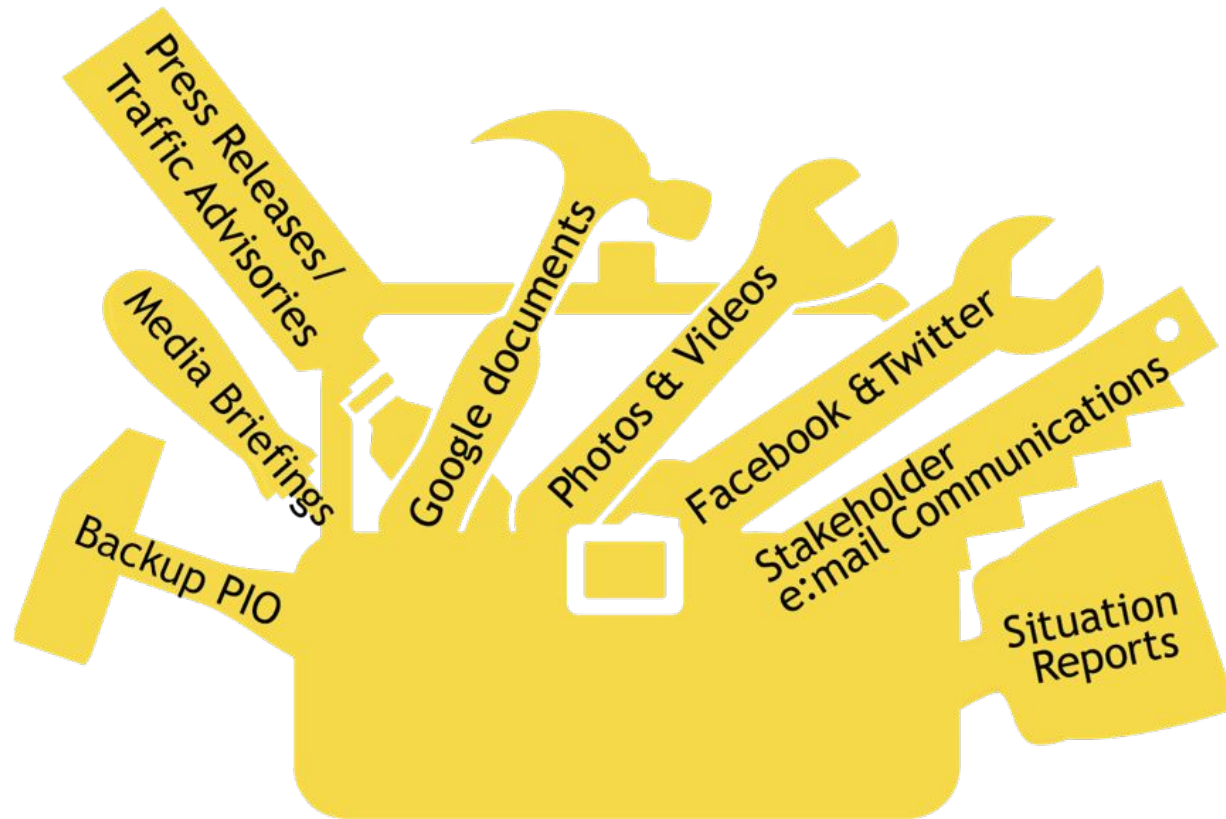
- Parking in front of restaurants can be used as dining/parklet/event space, but is parking when not being used which allows for seasonal dining and changes in business
- To eliminate water ponding at curbs, drainage slopes to road where reachable by snow plows
- Eliminating curbs make streets accessible along the entire block
- Smaller landscape areas on the south side allow for trees along the entire street without losing parking
- Current parking counts remain the same but only 5 spots are lost when outdoor dining is setup (currently the outdoor dining takes up 14 when all patios are setup)




For questions about the project you may text or call the project hotline # 970-987-7293. Information can also be found at <https://www.rifleco.org/Construction>. Follow us on Facebook and Twitter.



Communications Toolkit:



Know before you go

Railroad Ave

**Railroad Ave. & Third St.
Improvement Project**



Traffic Impacts

Railroad Ave

**Railroad Ave. & Third St.
Improvement Project**





Agenda Item #7.a.

Agenda Item Name:

(Acting As Liquor Licensing Authority) Public Hearing - Consider Application By Mariscos JQ, LLC dba Mariscos JQ for A Hotel And Restaurant Liquor License At 1733 Railroad Avenue, Unit C

Presenter:

Kristy Doll, CMC, City Clerk

Item Description:

Mariscos JQ, LLC, dba Mariscos JQ, located at 1733 Railroad Avenue, Unit C, Rifle, CO has applied for a new Hotel and Restaurant License

Recommended Action:

Approve the Hotel and Restaurant Liquor License application for Mariscos JQ, LLC, dba Mariscos JQ, located at 1733 Railroad Avenue, Unit C with the condition that the business be open no later than 11:00 p.m. daily.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Mariscos JQ, LLC, dba Mariscos JQ has applied for a Hotel and Restaurant Liquor License. Mariscos JQ, LLC, dba Mariscos JQ, located at 1733 Railroad Avenue, Unit C.

This application is for a Hotel & Restaurant Liquor License application and State laws requires that the business provide meals and maintain a bona fide restaurant business.

Local Liquor Licensing authority can restrict the hours of operation on a liquor license when acting on a liquor license application, but once the license has been issued you cannot retroactively put conditions on the hours of service.

Based on the State Liquor Code and Liquor Rules below it would be appropriate to restrict the hours of the restaurant:

C.R.S. 44-3-413(6) It is the intent of this section to require hotel and restaurant licensees to maintain a bona fide restaurant business and not a mere pretext of such for obtaining a hotel and restaurant license.

44-3-413. Hotel and restaurant license - definition - rules.

(a) Restaurants shall sell alcohol beverages as provided in this section only to customers of the restaurant and only if meals are actually and regularly served and provide not less than twenty-five percent of the gross income from sales of food and drink of the business of the licensed premises over any period of time of at least one year.

(c) Any hotel and restaurant licensee who is open for business and selling alcohol beverages by the drink shall serve meals between the hours of 8 a.m. and 8 p.m. and meals or light snacks and sandwiches after 8 p.m.; except that nothing in this subsection (1)(c) shall be construed to require a licensee to be open for business between the hours of 8 a.m. and 8 p.m.

Regulation 47-418. Restaurants.

A. Except as otherwise provided in Regulation 47-1101, restaurants may sell alcohol beverages only for consumption on the premises, and may, but are not required to, serve such alcohol beverages with meals.

B. All restaurants shall at all times, when meals are required to be served, maintain on the premises adequate personnel, foodstuffs and other necessary facilities, equipment and supplies for the preparation and serving of meals as defined by 44-3-103(31), C.R.S., as amended. The service or sale of alcohol beverages in restaurant establishments which are prepared to serve only such foods as pretzels, crackers, nuts, and other appetizers, or canned soups, packaged sandwiches or similar items which are normally only components of meals, shall be considered a violation of this regulation.

Executive Summary:

Mariscos JQ, LLC, dba Mariscos JQ, located at 1733 Railroad Avenue, Unit C, Rifle, CO has applied for a new Hotel and Restaurant Liquor License.

The following criteria have been met by the applicant: the application is complete, the public notice requirements have been met, the fees have been paid, the petition showing the needs and desires of the neighborhood was submitted.

Staff recommends approval of the Hotel and Restaurant Liquor License application for Mariscos JQ, LLC, dba Mariscos JQ, located at 1733 Railroad Avenue, Unit C with the condition that the business be open no later than 11:00 p.m. daily

Notification Requirements:

The public hearing requirements have been met.

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Mariscos Liquor License Application_Redacted

Page 98 of 179

Name Jose Enrique Juarez Quiz	Type of License Hotel and Restaurant	Account Number			
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒					
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? ☐ ☒ b. Had an alcohol beverage license suspended or revoked? ☐ ☒ c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒					
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒					
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or Waiver by local ordinance? ☐ ☐ Other:					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☐					
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☐					
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☐					
13 b. Are you a Colorado resident? ☒ ☐					
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☐ ☒					
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail)					
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 40%;">Landlord Eagle Springs Crossing</td> <td style="width: 40%;">Tenant Marisco JQ LLC</td> <td style="width: 20%;">Expires 12/31/23</td> </tr> </table>			Landlord Eagle Springs Crossing	Tenant Marisco JQ LLC	Expires 12/31/23
Landlord Eagle Springs Crossing	Tenant Marisco JQ LLC	Expires 12/31/23			
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒					
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☐ Number of additional Optional Premise areas requested. (See license fee chart)					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☐					
If "yes" a copy of license must be attached.					

Name Jose Enrique Juarez Quiz	Type of License Hotel and Restaurant	Account Number
---	--	-----------------------

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☐

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ ☐

c. How long has the club been incorporated? ☐ ☐

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ ☐

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: ☐ ☐

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ ☐

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ☐ ☐

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☐

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record

✓ - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application

- DR 8000 and fingerprints.

Last Name of Manager Juarez	First Name of Manager Jose
---------------------------------------	--------------------------------------

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

☐ ☒

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☐

a. Is the related facility located within the boundaries of the Campus Liquor Complex?

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
-----------------------------	------------------------------

26. Tax Information. Yes No

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ ☒

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ ☒

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Jose Enrique Juarez Quiz ✓			Owner	100%
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Name Jose Enrique Juarez Quiz		Type of License Hotel and Restaurant		Account Number	
Oath Of Applicant					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature 		Printed Name and Title Jose Enrique Juarez Quiz		Date 12/2/2020	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
☐ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
☐ Date of inspection or anticipated date _____ ☐ Will conduct inspection upon approval of state licensing authority					
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes ☐	No ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				☐	☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				☐	☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for			Telephone Number		☐ Town, City ☐ County
Signature	Print	Title		Date	
Signature	Print	Title		Date	

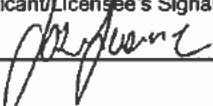
Tax Check Authorization, Waiver, and Request to Release Information

I, Jose Enrique Juarez Quiz am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Jose Enrique Juarez Quiz (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business) Marisco JQ LLC		Social Security Number/Tax Identification Number 85-4049455	
Address 1733 Railroad Ave Unit C			
City Rifle		State CO	Zip 81650
Home Phone Number 970-404-1393		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee Jose Enrique Juarez Quiz			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) * 			Date signed 3-2-2021

Privacy Act Statement

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Mariscos J.Q. LLC

is a

Limited Liability Company

formed or registered on 11/30/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20208041852 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/27/2020 that have been posted, and by documents delivered to this office electronically through 11/30/2020 @ 17:44:03 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/30/2020 @ 17:44:03 in accordance with applicable law. This certificate is assigned Confirmation Number 12757411 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Document number: 20208041852
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Mariscos J.Q. LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "lid. liability company", "limited liability co.", "lid. liability co.", "limited", "LLC", "llc", or "Ltd." See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

1733 Railroad Ave Unit C

(Street number and name)

Rifle

(City)

CO

(State)

81650

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

2519 Acacia Ave

(Street number and name or Post Office Box information)

Rifle

(City)

CO

(State)

81650

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Juarez Quiz

(Last)

Jose

(First)

Enrique

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

2519 Acacia Ave

(Street number and name)

Rifle

(City)

CO

(State)

81650

(ZIP Code)

Mailing address

(leave blank if same as street address)

1733 Railroad Ave

(Street number and name or Post Office Box information)

Rifle CO 81650
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Juarez Quiz Jose Enrique
(Last) (First) (Middle) (Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address 2519 Acacia Ave
(Street number and name or Post Office Box information)

Rifle CO 81650
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☒ one or more managers.

or

☐ the members.

6. (The following statement is adopted by marking the box.)

☒ There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are 02/15/2021 6:30 pm
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Juarez Quiz</u>	<u>Jose</u>	<u>Enrique</u>	
(Last)	(First)	(Middle)	(Suffix)
<u>2519 Acacia Ave</u>			
(Street number and name or Post Office Box information)			
<u>Rifle</u>	<u>CO</u>	<u>81650</u>	
(City)	(State)	(ZIP/Postal Code)	
<u>United States</u>			
(Province – if applicable)	(Country)		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Mariscos J Q LLC**

This Single-Member LLC Operating Agreement ("Agreement") represents Mariscos J Q LLC that was formed in the State of Colorado on March 7, 2021 ("Company").

Jose Enrique Juarez Quiz of 2519 Acacia Ave , rifle, Colorado, 81650 is recognized as the sole member and owner of the Company ("Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business.

The name of the Company is Mariscos J Q LLC with a principal place of business at 1733 Railroad Ave. unit c, rifle, Colorado, 81650. The mailing address shall be the same address as the principal place of business.

2. Registered Agent.

The name of the Registered Agent is Jose Enrique Juarez Quiz with a registered office located at the same address as the principal place of business of the Company for the service of process as of March 7 2021 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Colorado.

3. Formation.

The Company was formed on Nov. 27, 2020, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Colorado (the "Statutes").

4. Purpose.

The purpose of the Company is resturant

5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

The Member shall not make a capital contribution to the Company.

7. Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any

Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. Books, Records, and Tax Returns.

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes, and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records, and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single-member LLC, shall be taxed as a(n) S-Corporation in accordance with the provisions of the Internal Revenue Code. I Understand

9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Colorado.

Jose Enrique Juarez Quiz, as the sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree, or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

11. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

12. Dissolution and Liquidation.

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

13. Indemnification.

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this Agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs, and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

14. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Colorado. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

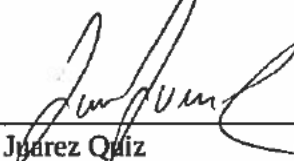
This Agreement, and any amendments hereto, may be executed in counterparts, all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on March 7 2021.

Signature:  Date: 3-7-2021 Print Name: Jose Enrique Juarez Quiz

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 26 day of November, 2020

BETWEEN:

Eagle Springs Crossing LLC of 1733 Railroad Ave, Rifle, CO, 81650
(the "Landlord")

- AND -

Mariscos J.Q. LLC

(the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1733 Railroad Ave Unit C Rifle, CO, 81650, as from time to time altered, expanded or reduced by the Landlord in its sole discretion.
- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to

be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the restaurant and bar at 1733 Railroad Ave Unit C , Rifle, CO, 81650. All restaurant equipment is being supplied as is, any repairs and maintenance shall be the responsibility of the Tenant. No removal or alteration shall be done without the written approval of the landlord.
- f. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the restaurant described as 1733 Railroad Ave Unit C Rifle, CO, 81650, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):

Restaurant and Bar

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

Term

3. The term of the Lease commences at 12:00 noon on December 1, 2020 and ends at 12:00 noon on December 30, 2023.
4. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

5. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$8,000.00, per month, for the Premises (the "Base Rent). If Tenant pays by the first of the month, \$1,000.00 credit shall be allowed. First, Last and Month Security of \$21,000 (\$7,000 x 3) shall be paid to Landlord.
6. The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord at Eagle Springs Crossing PO Box 351, Rifle, CO, 81650, or at such other place as the Landlord may later designate.
7. Intentionally left blank.

Operating Costs

8. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, Tenant will pay all metered utilities and 30% of remaining operating costs, including maintenance, taxes and management fee.
9. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

10. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installments throughout the application period with the monthly installments of Base Rent. With respect to any item of Additional rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out

in the any such statement, exceeds the aggregate amount of the installments paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

11. Intentionally left blank.

Use and Occupation

12. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name Mariscos J.Q, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
-

14 and 15 Intentionally left Blank

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

If and whenever the Tenant is in default in payment of any money, whether hereby ~~reserved~~ or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the ~~Tenant hereby~~ waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

17. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of

amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Additional Rights on Reentry

21. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period

which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

22. Intentionally left blank

Tenant Improvements

23. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- c. removing or adding walls, or performing any structural alterations;
- d. Blank
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

Utilities and Other Costs

24. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water and sewer.
25. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, drain cleaning, natural gas, telephone, Internet and cable, .
26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
27. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
28. The Tenant will provide proof of such insurance to the Landlord upon request.
29. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

30. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease,

be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

32. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

33. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

34. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
35. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
36. The Tenant will not engage in any illegal trade or activity on or about the Premises.

37. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

38. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

39. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

40. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

41. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
42. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

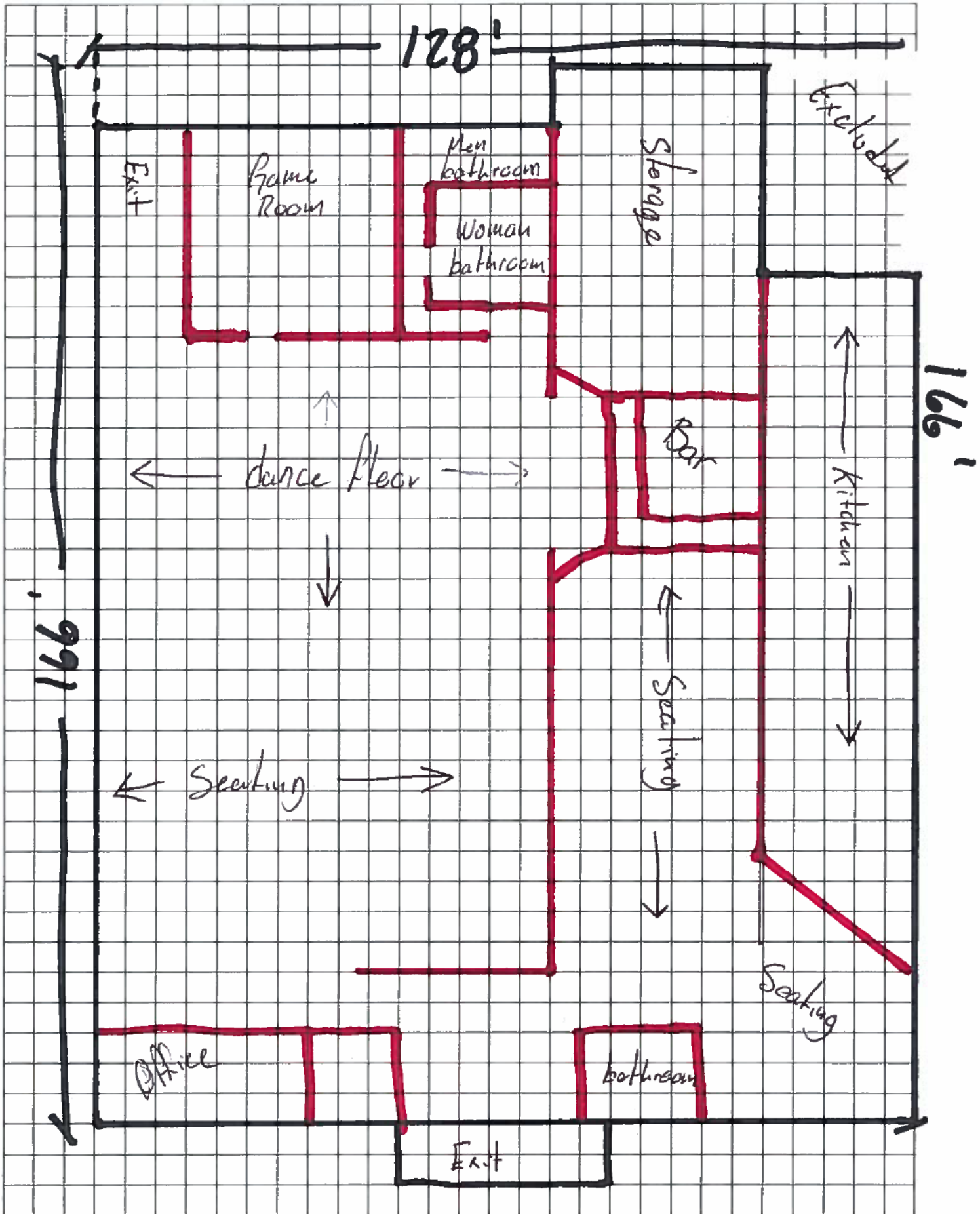
44. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

Ken Sack Eagle Springs Crossing LLC (Landlord)
Per: [Signature] (SEAL)

Mariscos J Q LLC (Tenant)
Per:  (SEAL)

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DIAGRAM OF PREMISES

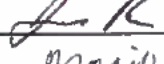
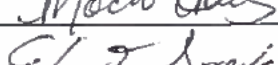
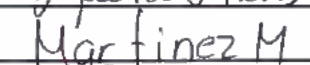
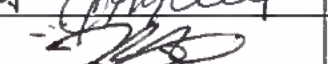
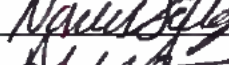


PETITION

Name of Establishment: Mariscos J.Q. L.L.C.

Address: 1733 Railroad Ave Unit C Rifle CO, 81650 Type of Liquor License: Restaurant

By signing below, I am indicating my support for a Liquor License to be granted at the above named Establishment and Address.

PRINTED NAME	SIGNATURE	OVER 21?	ADDRESS
1. Jose A Cruz Ruiz		Yes	5033 county rd tel 47
2. Alfredo Calderon O.		Yes	332 Cottonwood Silt co
3. Grisel Brizuela		Yes	5033 county rd 335 No. 76 newco
4. Ken Sica		Yes	5454 Cp 346 Rifle CO
5. Gabriel Ramos		Yes	5423 CR 233 Silt CO 81652
6. Macio Quiz		Yes	27653 Hwy 6-24 #601 Rifle CO.
7. Eliot Sorela		Yes	165 w 4th st Rifle co 81650
8. Lourdes Macias		Yes	300 East 7th St Rifle, Co.
9. Maria Martinez		Yes	3025 Coal Mine Apt 10C
10. Cassandra Breckmann		Yes	48 chft view court Parachute
11. Dusty Sheets		Yes	330 yarrow circle parachute
12. Christopher Rame		Yes	572 - East 12th st
13. Rocky M. Lugo		Yes	1735 R.R. Ave
14. Claudia Aguilar		Yes	27653 Hwy 6 #707 Rifle Co
15. Maria Renteria		Yes	129 w 4th st Rifle co.
16. Daniela Herrera		Yes	129 w. 4th st. Rifle, CO
17. Jocelyne Amaya		Yes	854 W Battlement Pkwy Flap
18. Carmen Lopez		Yes	123 e 3rd st Rifle co.
19. Nancy Salgado		Yes	930 W 24th st Rifle CO
20. Avelina Salgado		Yes	565 McCarran Cr Rifle CO
21. Sheccid Luna		Yes	5033 County Rd 335 #76
22. Jorge Barranco		Yes	5033 County Rd 335 #76
23. Betty Castillo		Yes	912 W 24th St
24. Jessica Parra		Yes	21657 Dogwood Dr Rifle CO
25. Ericka Cerros		Yes	27653 Hwy 6-24 #2107



Agenda Item #8.a.

Agenda Item Name:

Consider City Hall Phase 2-Construction Manager-General Contractor Selection Process

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

City Hall Phase 2 Construction Project-Construction Manager-General Contractor Selection Process

Recommended Action:

Receive Council approval to proceed with the recommended process for selecting a Construction Manager/General Contractor for City Hall Phase 2 Construction.

Fiscal Impact:

Operational Impact:

Design and Specifications for the City Hall Remodel is complete. The next step is to initiate the construction contractor selection process.

City Staff, Consultant, and Council time and energy will be required for various steps of approval required to advance this project.

Prior Board Motions:

Background Information:

Staff recommends the CM/GC method of project delivery for the pending City Hall Phase 2 Construction Project. This process has been successfully employed by the City for the Parks Maintenance Facility, the Rifle Regional Waste Water Facility, and Rifle Metro Pool.

Phil Vaughan, of Phil Vaughan Construction Management, Inc. will be in attendance to discuss the CM/GC method of project delivery, the planned selection process, and the process timeline.

Executive Summary:

Staff recommends proceeding with a Request for Proposals (RFP) for a Construction Manager/General Contractor (CM-GC) to construct City Hall Phase 2.

Once proposals are received by May 12, 2021, the selection committee will meet to rank the proposals and bring a recommendation before City Council at the June 2, 2021 Council meeting.

Attached, for Council review, are related documents and evaluation instruments that will be used to rate contractor proposals.

Notification Requirements:

Prepared By:

Tom Whitmore, Parks & Recreation Director

Attachments:

1. 2021-04-13-DRAFT-Rifle City Hall Ph 2-RFP-CM-GC-Advertisement
2. 2021-04-13-DRAFT-Rifle City Hall Ph 2-RFP-Construction Manager-General Contractor
3. 2021-04-13-DRAFT-Rifle City Hall- Pre-Construction Services-EMR-General Conditions-Construction Fee Worksheet
4. 2021-04-13-DRAFT-City of Rifle-Committee-CM-GC-Scoring Worksheet

The City of Rifle, Colorado is accepting proposals for Construction Manager/General Contractor for the Rifle City Hall Phase 2 Physical and Electronic Security improvements.

Proposals are due on Wednesday, May 12, 2021 at 2:00 p.m. Mountain Time. Bids will be opened and announced at the Rifle City Council Chambers- 202 Railroad Ave. Rifle, CO 81650 on May 12, 2021 at 2:30 p.m.

A mandatory pre-proposal conference will be conducted for this project on Wednesday, May 5, 2021 at 3:30 p.m. Mountain Time at Rifle City Hall, 202 Railroad Avenue, Rifle, CO. Please have your representatives bring masks and be aware of social distancing.

Electronic copies of bid documents may be requested from Tom Whitmore by phone, 970-665-6489, or at twhitmore@rifleco.org.

The City of Rifle reserves the right to reject any or all Proposals or accept what is, in its judgment, the Proposal which is in City's best interest. The City of Rifle further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any and all Proposals submitted.

The Proposal must be delivered in a sealed envelope to Rifle City Hall- Rifle Recreation Department- (lower level, West end of the building) 202 Railroad Avenue, Rifle, CO 81650. The sealed envelope shall clearly state **"Rifle City Hall Ph. 2- Construction Manager/General Contractor"**.



REQUEST FOR PROPOSALS- **CONSTRUCTION MANAGER/GENERAL** **CONTRACTOR**

DRAFT- April 13, 2021

CLOSING DATE: Wednesday, May 12, 2021 at 2:00 p.m. Mountain Time

Tom Whitmore
Parks and Recreation Director
City of Rifle
202 Railroad Ave.
Rifle, CO 81650
Email: twhitmore@rifleco.org
Ph. (970) 665-6489

Mr. Phil Vaughan
Owner's Representative
President-Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650
O.(970) 625-5350
C. (970) 379-0428
Email: phil@pvcmi.com

REQUEST FOR PROPOSALS

The City of Rifle, Colorado is accepting proposals for Construction Manager/General Contractor for the Rifle City Hall Phase 2 Physical and Electronic Security improvements.

Proposals are due on Wednesday, May 12, 2021 at 2:00 p.m. Mountain Time.

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INTRODUCTION

In 2018, the City of Rifle started the process of evaluating the Rifle City Hall. Rifle City Hall was constructed in 1984 and consists of the following square footages:

22,856 Gross sq. ft.

Lower Floor-9,800 sq. ft.

Main Floor-10,291 sq. ft.

3rd Floor- 2,765 sq. ft.

A Property Capital Needs Assessment was prepared in 2019 by Phil Vaughan Construction Management, Inc. for the City of Rifle.

In early 2020, the Rifle City Council approved the Phil Vaughan Construction Management, Inc. and the design team consisting of Jeff Johnson Architectural, P.C. and ACM Engineering and Consulting to evaluate Rifle City Hall, gain input from the City of Rifle staff and to prepare renovation drawings and specifications to address both physical and electronic security systems.

In Fall 2020, the Rifle City Council approved renovation (Phase 1) of the Finance Office to provide additional physical security.

On April 2, 2021, 100% Construction Documents and Specifications were completed by the Design Team and were issued to the City of Rifle. These drawings and specifications have been reviewed and approved by the City of Rifle.

The Owner's Representative, Design Team and Construction Manager/General Contractor will work directly with the City of Rifle staff including Tom Whitmore, David Lowery-Facilities and Kelly Thompson- Information Technology Director.

It is intended that the selected Construction Manager/General Contractor will serve as Construction Manager/General Contractor for the Phase 2 renovation project and will organize and obtain competitive bids for subcontract work. The Construction Manager/General Contractor will also be responsible for coordination and scheduling of the electronic security installation that will be conducted by Current Solutions under a direct contract with the City of Rifle.

The final Master Schedule will be determined via coordination and communication between the City of Rifle, Owner's Representative, Construction Manager/General Contractor and the Design Team.

PROJECT GOAL AND OBJECTIVES

Goal: Renovate Rifle City Hall in conformance with the project design and contract documents that have been prepared utilizing extensive input from the City of Rifle staff.

Objectives:

1. Usability – Design to provide modern service levels.
2. Program – Function efficiently and practically into the future.
3. Cost – Comprehensive cost analysis and budget tracking throughout the project design process to keep the City of Rifle informed.
4. Construction Impact – Develop a viable construction phasing and sequencing plan that maximizes construction efficiency while minimizing the impact of construction on City of Rifle operations and customers.
5. Quality – Specify high-quality building materials and systems that deliver comfortable, reliable, durable, efficient and sustainable products.
6. Sustainability – Sustainability in product specification and ongoing operations will be an important goal in the approved design.
7. Safety – Adopt and implement a safety program that provides a safe construction environment for all workers, City of Rifle personnel and customers.
8. Work collaboratively – With all Team Members and the City of Rifle to optimize efficiencies.

SCOPE OF WORK

Selective demolition and subsequent renovation of selective areas on the lower, main and upper floor including architectural, mechanical, and electrical improvement, as shown on construction drawings and specifications dated April 2, 2021. Exterior renovations include the construction of a South Entrance Pedestrian (ADA) ramp as depicted on the 7/7/18 drawing. The Construction Manager/General Contractor will also be responsible for coordination and scheduling of the electronic security installation that will be conducted by Current Solutions under a direct contract with the City of Rifle.

GENERAL PROPOSAL REQUIREMENTS

All proposals must include the following documents:

Please see the Proposal Submission and Format section below for a comprehensive list of submittals.

PROPOSAL PROCESS

A Mandatory pre-proposal conference will be conducted for this project on **Wednesday, May 5, 2021 at 3:30 p.m. Mountain Time** at Rifle City Hall located at 202 Railroad Ave. Rifle, CO 81650. Please have your representatives bring masks and be aware of social distancing.

Proposals are due before **Wednesday, May 12, 2021 at 2:00 p.m. Mountain Time** at which time the proposals will be opened and reviewed. Upon receipt of proposals, Phil Vaughan Construction Management, Inc. will evaluate proposals and will submit a recommendation to the City of Rifle for their consideration.

PROCUREMENT TIMELINE

The City of Rifle estimates the following procurement timeline and reserves the right to modify it at any time.

RFP Issued	April 22, 2021
Mandatory Pre-Proposal Conference	May 5, 2021 at 3:30 p.m.
RFP Questions Close	May 7, 2021 at 2 p.m.
RFP Questions Reply	May 10, 2021
Proposals Due	May 12, 2021 at 2:00 p.m.- Mountain Time
Evaluation period	May 13, 2021 to June 2, 2021
Rifle City Council Meeting	June 2, 2021
Notifications to Offerors	June 3, 2021

QUESTIONS

Questions may be submitted directly to Phil Vaughan phil@pvcmi.com. Questions received, answers and other clarifications will be distributed to all Offerors via email.

PROPOSAL SUBMISSION AND FORMAT

The Proposal must be delivered in a sealed envelope to Rifle City Hall- Rifle Recreation Department- (lower level, West end of the building). The sealed envelope shall clearly state **“Rifle City Hall Ph. 2- Construction Manager/General Contractor”**.

Proposals must be received by **May 12, 2021 at 2:00 p.m.- Mountain Time**.

Format

Section 1 Introduction

Introduce CM/GC firm, Ownership structure and key staff- Pre-Construction Services manager, Project Manager, Superintendent and Safety Manager who would be assigned to this project. Include contact person name, phone number and email address for purposes of this procurement process. Please provide current resumes and key qualifications for the Pre-Construction Services manager, Project Manager, Superintendent and Safety Manager and key qualifications that make each individual an ideal fit for this project.

Section 2 Qualifications and Experience

From the perspective of both building experience and preconstruction services experience, please provide a list of projects relevant to the process and program described in this RFP and

include the following information:

- Size and dollar value of each project
- Reference contact person and phone number for the Owner and Contractor, or other relevant references for each
- Relevant project experience focused on similar sized commercial, office or municipal projects
- Outline of project scope as well as your firm's specific scope of services provided
- Completion status/closeout date

Additional document submittals:

- Please provide an AIA A305 Contractor's Qualification Statement. Item 5. Financing is not a required submission.
- Please provide a sample Construction Estimate for a similar project. The project name and address can be obscured.

Section 3 Approach to Project

Provide a narrative regarding your firm's approach to the project and how you will achieve the goals and actions stated below:

- a)Provide an open book approach to all bidding, conducting the GMP process in a fair and transparent manner
- b) Competitively bid all trade packages to at least 3 bidders, unless self-performed work is clearly stipulated as a goal and costs for self-performed work are vetted by the City of Rifle and PVCMI
- c) Identify long lead and risk items on the procurement schedule
- d) On an on-going basis, make recommendations to the design team regarding design documentation and detailing.
- e) Advise on alternates and options that may offer cost or schedule benefits to benefit the City of Rifle.
- f) Identify site constraints, logistics plans, off-site storage, prefabrication options, phasing etc.
- G) Agree to execute a Guaranteed Maximum Price proposal

Preconstruction Services

1. Project Meeting attendance

Attendance at weekly project meetings during the bidding process.

2. Review and comment regarding project drawings

Review and comment regarding the 100% Construction Documents. Review items include constructability, drawing/specification details and long lead time materials considerations.

3. Construction Documents

Construction Manager/General Contractor action items.

A. 100% Construction Documents- Guaranteed Maximum Price (GMP) Preparation

Note: All cost estimates shall include details regarding materials, labor and unit costs.

Section 4 Fee and General Conditions

Please complete the attached City of Rifle Pre-Construction Services-EMR-General Conditions- Construction Fee-Change Orders Workbook. Please include this Excel document as an attachment you your RFP email.

Please attach an hourly fee schedule for personnel.

Note: A 100% performance and 100% payment bond will be negotiated with the successful proposer.

The performance and payment bond fees shall not be included in the General Conditions Fee.

EVALUATION CRITERIA

The City of Rifle reserves the right to select the Offeror that it deems, in its sole discretion, to have presented a proposal that is in the best interests of City of Rifle. Evaluation criteria may include and are not necessarily limited to:

Management Experience and Capabilities 25%

- Qualifications of the firm principals
- Qualifications of the proposed team members
- Preconstruction services experience and capabilities

Project Approach – 20%

- Understanding of the scope of services requested
- Project methodology
- Approach to estimating, subcontractor selection and cost containment during preconstruction and construction

Project Experience and Capabilities – 25%

- Large-scale construction experience and capabilities
- Mountain construction experience and capabilities
- Public projects experience and capabilities
- Green building experience and capabilities

- Relevant similar size and scale projects/References

Financial Stability & Capacity – 5%

- Financial Standing
- Bankruptcies, lawsuits, liens

Fee Proposal – 25%

- Being a public entity, the City of Rifle must be fiscally responsible, however the qualifications based assessment criteria mean that the low bidder will not be guaranteed selection
- The preconstruction fee (includes reimbursable), General Conditions and Change order markups will all be evaluated as part of this section.

Local Preference

The following language is noted in the City of Rifle Municipal Code Section 4-3-115:

Sec. 4-3-115. - Local preference for projects of \$100,000.00 or more.

- (a) Notwithstanding other provisions of this Article, in the awarding of contracts for competitive bonded bid purchases, capital construction, capital equipment and plant equipment replacement where the estimated cost is in excess of one hundred thousand dollars (\$100,000.00), the City Council and Purchasing Agent shall provide the following primary and secondary percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Purchasing Agent to be essentially equal:

<i>Contract Amount</i>	<i>Primary Preference City of Rifle Goods/Vendors</i>	<i>Secondary Preference Garfield County Goods/Vendors</i>
\$100,000 to \$200,000	4%	2%
\$200,001 to \$500,000	3%	1.5%
\$500,000	2%	1%

INTERVIEWS

The City of Rifle reserves the right to interview respondents to clarify proposals as deemed necessary. Notice will be provided when appropriate.

SELECTION / POST-SELECTION PROCESS

Offerors will be notified if their proposal is selected as a finalist. Specific terms may be created for any engagement, depending upon the nature of the selected proposal. Upon complete vetting of the selected Offeror proposal (and any negotiated additions, deletions, modifications), and upon execution of a negotiated contract agreement and associated notice to proceed, Offeror will be expected to promptly initiate work.

CONTRACT/LEGAL

The selected Offeror will be required to execute and perform work subject to AIA Document A132-2019 Standard Form of Agreement between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A132- 2019 Exhibit A-Determination of the Cost of the Work and AIA Document A232-2019- General Conditions of the Contract for Construction- Construction Manager as Adviser Edition as agreed upon by the City of Rifle and the Proposer.

REFERENCE AND SUPPORTING DOCUMENTS

All of the documents below will be issued to the Offerors via a Drop Box Invitation.

- Supplement 1- Rifle City Hall Upgrades- Phase 2
 - A. Drawings dated 4/2/21
 - B. Specifications dated 4/2/21
- Supplement 2- South Entrance Pedestrian (ADA) Ramp
 - A. City Hall ADA Ramp. Sheet 1 dated 7/17/18

END OF INVITATION TO BID

Firm Name

Date

Rifle City Hall Ph. 2 Physical and Electronic Security Improvements		
Preconstruction Services	Fees-Staff & Consultant time	\$ -
	Printing, Postage, Shipping	\$ -
	Travel, Mileage, Hotel, Meals	\$ -
		\$ -
TOTAL	Fees-Staff & Consultant time	\$ -
	Printing, Postage, Shipping	\$ -
	Travel, Mileage, Hotel, Meals	\$ -
GRAND TOTAL		\$ -

check

TRUE

Please attach hourly fee schedules for personnel

**Interstate Experience Modification Rate
applied to Worker's Compensation Policy**

EMR Rate

2020

?

2019

?

2018

?

General Conditions Fee as a percentage of 1%

Cost of the work

Note: Surety shall not be included in the Conditions Fees

**Construction Fee as a percentage of the %
Cost of the Work**

Change Order Fees

% of the cost

.1 For the Contractor, for Work performed by
the Contractor's own forces

%

.2 For the Contractor, for Work performed by
the Contractor's Subcontractor

%

City of Rifle- Rifle City Hall Phase 2 Physical and Electronic Security Improvements

Construction Manager/General Contractor Proposal Scoring Worksheet

Proposal Deadline: Wednesday, May 12, 2021 at 2:00 p.m. Mountain Time

Committee Scoring

	Possible Score	Company A	Company B
1. Management Experience and Capabilities - 25%	25	0	0
- Qualifications of the firm principals - Qualifications of the proposed team members - Preconstruction services experience and capabilities			
2. Project Approach - 20%	20	0	0
- Understanding of the scope of services requested - Project methodology - Approach to estimating, subcontractor selection and cost containment during preconstruction and construction			
3. Project Experience and Capabilities - 25%	25	0	0
- Large-scale construction experience and capabilities - Mountain construction experience and capabilities - Public projects experience and capabilities - Green building experience and capabilities - Relevant similar size and scale projects/References			
4. Financial Stability and Capacity - 5%	5	0	0
- Financial Standing - Bankruptcies, lawsuits, liens			
5. Fee Proposal - 25%	25	0	0
- Being a public entity, the City of Rifle must be fiscally responsible, however the qualifications based assessment criteria mean that the low bidder will not be guaranteed selection - The preconstruction fee (includes reimbursable), General Conditions and Change order markups will all be evaluated as part of this section.			



Agenda Item #8.b.

Agenda Item Name:

Consider Purchase of Medium Duty Snowplow Truck

Presenter:

Brian Prunty, Public Works Director
Colton Secary

Item Description:

Purchase of a medium-duty snowplow truck

Recommended Action:

Motion to purchase a 2021 Dodge 5500 chassis to be up-fitted with equipment and components for use as a snowplow and haul truck in the amount of \$90,000.75.

Fiscal Impact:

Lowers maintenance costs and repair costs.

Operational Impact:

The ability to respond quickly and with confidence to most snowfall events plus this truck provides the flexibility of use throughout the year for hauling and towing tasks.

Prior Board Motions:

None

Background Information:

The City's aging truck fleet affects our ability to address winter storm events quickly with certainty that the vehicle won't break down. While we were considering a larger and more expensive vehicle, this purchase addresses our current needs and is cost effective.

Executive Summary:

Due to breakdowns, this is a necessary purchase to provide for continuity and reliability of snow plowing services by the City. The configuration of this truck provides flexibility of service throughout the year and durability in service in excess of 15 years.

Notification Requirements:

None

Prepared By:

Kristy Doll, CMC, City Clerk

Attachments:

1. Memo to SHahn re Purch of Med Duty Snowplow
2. Memo to BGP - Medium duty plow upfit justification
3. Memo to CC re med-duty snowplow comparative pricing
4. Berthod Motors - Dodge 5500 Purchase Request
5. Kois Brothers - Snowplow Upfit Purchase Request



TO: Scott Hahn, City Manager
FROM: Brian Prunty, Public Works Director
CC: Michelle Duran, Finance Director
DATE: March 30, 2021
RE: Purchase of a Medium Duty Snowplow

While we were able to build some new life back into one of our main, large snowplow trucks (Unit 585), it still must be considered as doubtful for service for the coming season. Therefore, this is a request for purchase of a replacement for Unit 585, a Freightliner snowplow truck.

Considering that we were looking at a large replacement for Unit 585, our first notion was a similar platform, i.e., large, and very heavy duty. However, given the constraints of funds and the fact that snowplowing requirements in recent years have weakened due to drought conditions, we set about specifying and engaging vendors for a medium duty snowplow. For a third of the cost of the truck we were considering at the end of 2020, we can get a dual-purpose, capable snowplow that will more than meet our needs.

Colton Secary, the O&M Supervisor, spoke with multiple vendors of the two main components: the truck chassis and the snowplow/spreader insert. Attached are the specifications and recommendations for both as prepared by Colton. We did not do an advertisement but developed specifications and contacted local truck vendors and equipment upfit suppliers who specialize in such equipment (three each) to provide quotes. I agree and endorse the recommendations by Colton and consider them thoughtful and spending conscious.

The total request is for \$90,000.75 in two Purchase Requests. The first for Berthod Motors for \$48,261 and a second for Kois Brothers Equipment Company (the spreader) for \$41, 739.75. We have approx. \$130,000 remaining in our budget line for the purchase of these items.

Attachments.

BGP





TO: Brian Prunty, Public Works Director
FROM: Colton Secary, O&M Supervisor
CC: Edward Meza
DATE: March 12, 2021
RE: Medium Duty Snowplow Purchase

Cab & Chassis

A 5500/550 chassis with a GVWR of 19,500 pounds has been selected to bear the weight of the dump body and spreader with a 3.6 cubic yard de-icer capacity. The front end of the truck will be upgraded to withstand the rigors of plowing as well as carry the 1,200 pound, 10 foot long, snow plow. The four wheel drive configuration will be necessary for plowing our steep sections of road with a rear dispensing salt spreader. Bluetooth compatibility makes for hands free communication while operating the equipment.

Stainless Construction

Stainless construction is quickly becoming standard for the movement of de-icing materials as they are extremely corrosive, and provide for a much extended service life. An added benefit is nice appearance for the life of the truck. All stainless beds considered will come with an AR plate for reinforcement for summertime work hauling heavier, coarse materials like pit run.

Plow

A 10 foot plow is a nice balance between the larger snow moving capabilities of equipment with CDL requirements with 12 foot plows, and maneuverability of the 8 to 9 foot plows usually seen on trucks of this size.

Rear Insert Spreader

Rear insert salt spreaders contain the corrosive de-icer and dispense it without the hazards involved in raising the bed on the road. They can also be removed to make the truck a more versatile, year round working asset. It is preferred that this spreader be driven with hydraulics from the PTO to remove issues and maintenance associated with auxiliary pony motors.

Colton Secary
Operations and Maintenance Supervisor





TO: Honorable Mayor and Councilors
FROM: Brian Prunty, Fleet Manager
CC: Scott Hahn, City Manager
DATE: April 14, 2021
RE: Medium-duty Snowplow Truck Comparative Pricing

Below, I have outlined the prices with evaluation of the Vendor supplied pricing for the two elements of the Medium-duty snowplow truck. Per the Procurement code, we sought three quotes for each of the two elements of the snowplow: the truck chassis and upfit portion for snow handling equipment. For reference the snow handling equipment, includes of the plow blade, the sander inserts, the box/bed, hydraulics, and accessory lighting.

Colton Secary did the specifying and price negotiating; he kept me informed and sought my advice and direction throughout the process. We discussed the options, and ultimately, I agreed with his recommendations. Please consider the following:

Truck Chassis

As this is a medium-duty truck, we were able to consider the 5500/550 series of trucks offered by Dodge, Ford, and GM. All these manufacturers offer vehicles suitable for this sort of usage. Based on the specifications provided in the memo to me from Colton, (see attached) we received the following:

2021 Dodge 5500, Cab, Chassis 4x4, 144.5 in. wheelbase:	\$48,261.00
2021 Chev. Silverado 5500 4x4, 165 in. wheelbase:	\$50,531.00
2021 Ford F-550, Cab Chassis 4x4, 145 in. wheelbase:	\$60,900.00

Also, we looked at an International CV515, similarly configured, and it was definitely more heavy duty than the others, but its price was corresponding: \$73,685.00. This fact essentially eliminated it from consideration.

Our selection, based on our research, was the Dodge.



Snow Equipment Upfit

Our intention for this equipment configured with the Truck Chassis was to provide versatility and reliability. The specifications in Colton's memo to me (attached). In this section, each of the upfitters provided the proprietary configuration unique to their company. Colton and I discussed this, and we settled on Kois Brothers, mostly because their configuration most closely met our expectations and use requirements. The following provides pricing for each upfit vendor:

Mastercraft Truck Equipment:	\$25,507.68
Kois Brothers Equip. Company	\$41,739.75
O.J. Watson Equipment	\$58,866.00

Colton and I discussed the various options and configurations, and which provided the best value; I agreed with Colton's recommendation in the selection of the Kois Bros. upfit. In brief, the Mastercraft configuration employs a pony motor driven sander; this did not meet the spec. The other two upfitters use hydraulics for the sander, which were already necessary for the bed lift. We selected the Kois upfit over the O.J. Watson based on price and conformance to the specifications. The O.J. Watson configuration, frankly, was the superior upfit, but the Kois configuration was very good and better priced.

We feel that what we have submitted for your approval addresses our snowplow and hauling needs for many years to come. While in the future we will probably seek to purchase a heavy duty truck, this snowplow truck addresses replacement of a medium duty truck now in the fleet and yet provides the service necessary for the community.

I respectfully ask your approval of the Purchase Request in the amount of \$90,000.75.

The Council's agenda packet includes all the vendor quotes and specifications.



March 12, 2021

TO: Vendors and Prospective Bidders for City of Rifle Equipment

FROM: Colton Secary, Operations and Maintenance Supervisor

SUBJECT: Specifications for Medium-Duty Snowplow Truck Upfit

Equipment shall conform to the following:

1. 5500/550 cab and chassis build
2. Four wheel drive capability
3. 60 inch cab to axel measurement
4. Diesel motor with HD automatic transmission powertrain
5. Power take off driven bed hoist.
6. 10' Heavy Duty plow
7. Stainless dump body (min. 10-ga. plate construction)
8. Stainless rear sand/salt spreader
9. Hydraulic package
10. Light package with strobes for snow removal
11. Hitch plate
12. Back up alarm

Equipment is preferred to have:

- Hydraulic driven salt/sand spreader



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



TO: Brian Prunty
FROM: Colton Secary
CC:
DATE: February 25, 2021
RE: Medium Duty Snowplow Specs and Recommendation

The following provides my reasoning for specification and selection of a snowplow truck for the maximization of utility and cost of operation.

Historically, the City of Rifle has utilized large single axle trucks in its snow removal operations. While this is often commonplace among municipalities, I believe that it is not always necessary. County and large municipalities may need the added capacity of de-icer due to long routes and lengthy turnaround times to reload. Our O+M department is rarely more than 10 minutes from our salt bin. The added cost of purchase and maintenance of these large vehicles is always earning returns. I have specified a nimbler and cost-effective truck to be upfitted as a plow, that can also be utilized in the summer unlike some of our current snowplows that spend most of the summer idle. Equipment shall conform to the following:

1. 5500 or 550 with a GVWR of 19,500 pounds or more
2. Turbo-diesel
3. Four-wheel drive
4. Regular cab with power locks and windows
5. Bluetooth radio for hands free communication during snow removal
6. 60-inch cab to axel distance for maneuverability
7. Snowplow prep package w/PTO provision
8. Manual DPF regeneration
9. Electrical accessory group
10. Trailer brake controller

My recommendation is for the Dodge 5500 model as provided by Berthod Motors in Glenwood Springs. The truck meets all specifications and is the low bid. Communication with other entities utilizing this same model has ensured this truck can fulfill these duties.





Purchase Agreement

Steve Kyle
Berthod Motors Chrysler Dodge Jeep Ram
400 27th St
Glenwood Springs, CO 81601

Buyer	Co-Buyer	Vehicle
City Of Rifle City Rifle 202 Railroad Ave Rifle, CO 81650		0 VIN: Stock #: Mileage: Color:

Purchase Details	
Retail Price:	\$58,840.00
Sales Price:	\$53,972.00
Savings:	\$4,868.00
Accessories:	\$0.00
Service Contract:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$289.00
Estimated Taxes:	\$0.00
Total Sales Price:	\$54,261.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$6,000.00
Cash Down:	\$0.00
Cash Price:	\$48,261.00

X

Customer Signature

Date

X

Manager Signature

Date

Disclaimer:

Printed 2/26/21 11:37 AM

BERTHOD MOTORS INC
400 27TH STREET
GLENWOOD SPGS, CO 816014470

Configuration Preview

Date Printed: 2021-02-18 11:48 AM **VIN:** **Quantity:** 1
Estimated Ship Date: **VON:** **Status:** BA - Pending order

Sold to: BERTHOD MOTORS INC (24243)
 400 27TH STREET
 GLENWOOD SPGS, CO 816014470

Ship to: BERTHOD MOTORS INC (24243)
 400 27TH STREET
 GLENWOOD SPGS, CO 816014470

Vehicle: 2021 5500 REG CAB CHASSIS 4X4 (144.5 in WB - CA of 60 in) (DP0L63)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DP0L63	5500 REG CAB CHASSIS 4X4 (144.5 in WB - CA of 60 in)	43,890	40,371
Package:	2YA	Customer Preferred Package 2YA	0	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	7,945	7,309
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,600	1,472
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	XHC	Trailer Brake Control	370	341
	ADH	Electrical Accessory Group	545	501
	XNR	Manual DPF Regeneration	245	225
	AHD	Heavy Duty Snow Plow Prep Group	345	317
	TY5	225/70R19.5G All Traction Tires	250	231
	LAY	LED Tail Lamps	95	88
	LBN	Power Take Off Prep	295	272
	TBB	Full Size Spare Tire	395	364
	A61	Tradesman Level 1 Equipment Group	1,045	961
	XAW	Rear Backup Alarm	145	133
	CJT	Delete Front Center Seat	-20	-19
	5N6	Easy Order	0	0
	174	Zone 74-Denver	0	0
	4EX	Sales Tracking	0	0
Destination Fees:			1,695	1,695
			= Restriction	

HB: 1,702 **Total Price:** 58,840 54,261
FFP: 53,793
EP: 51,748

Order Type: Retail **PSP Month/Week:**
Scheduling Priority: 4-Dealer Order **Build Priority:** 99
Salesperson:
Customer Name:
Customer Address:

Instructions:

MINUS
\$6000

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



ED BOZARTH #1 PARK MEADOW CHEVROLET, INC
8351 PARKWAY DRIVE
LONE TREE, CO 80124
303-754-0123



2-24-2021

ATTN: Colton
City of Rifle

2021 CHEVROLET SILVERADO 5500 19,500 GVW 84" CA (ORDERED)

MSRP	\$60,193
DEALER DISCOUNT	\$3,262
NET PRICING	\$56,931
BID ASSISTANCE	-\$6,400
TOTAL	\$50,531 (NOT INCLUDING TAX)

Dealer Handling Included
Powertrain Warranty 5yr/ 100,000 miles
1 Free Maintenance Visits



JAKE BLECHA
FLEET & COMMERCIAL ACCOUNT MANAGER
970-210-1675
JBLECHA@EDBOZARTH.COM

Configure a New Vehicle:View Summary

?

Choose Model

Choose Options

Customer/Other Info

View Summary

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure and Submit Request for Order: Customer/Other Info screen. Click "Submit Request for Order" to submit this configuration as a request for order. Click "Save as Stored Configurations" in order to store this configuration. Click "Submit Order Changes" to apply order changes, if page accessed from Change Single order path. Click "Cancel" to cancel the entire configuration.

Note: A submitted request for order is at Event Code 1000 (Order Request Added).

- RELATED LINKS
- Return to Order Vehicles Page
- Configure a New Vehicle
- View My Allocation and Constraints
- View Stored Configurations
- View My Request for Order List
- US On-Line Order/Reference Guide

GM Business Associate Information

Detail View without prices

Charge-to BAC: 184295

Charge-to BFC: 1

Ship-to BAC: 184295

Ship-to BFC: 1

Contact Name:

DAN: RIFLE

Phone #:

Stock No:

Model Information

Model Year: 2021

Distrib.Entity: FLT Fleet

Order Type:FNR-Fleet Commercial

Division: CHEVROLET TRUCK

Allocation Group: SILVMD

Model: CK56403 - Silverado Medium Duty: 4WD HD Chassis Regular Cab

Fleet Information

Primary FAN: 922045

End-User FAN:

PO Number:

Configuration Information

PEG: 1WT

Primary Color: GAZ - Summit White

Engine: L5D - Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Trim: H2R - Dark Ash seats with Jet Black interior accents, Cloth seat trim

Requested TPW:

Options: 092, 4D7, 719, 7Y7, 8E8, 9L3, 9L7, A31, AE7, AKP, AU3, AY0, BG9, C67, C99, DPN, E01, ED9, F0C, FLT, FNP, FPF, FTB, FTN, FTO, FTV, G68, GR4, GZG, HD2, IOB, JL1, K05, K34, K40, KBK, KW5, L5D, MAH, MIU, N12, N2L, N4C, P0D, PD7, PTO, PWQ, R6G, R7N, TR1, TRW, U04, U2J, UDC, UE0, UNL, UQ3, UVC, UY7, VK3, VQ2, VWX, VYU, XHD, YHD, ZY1

- ☒ Hide Descriptions

092 : Rear axle, 4.30 ratio

4D7 : Interior Trim, Jet Black / Dark Ash

719 : Seat Belt, Black

7Y7 : Batteries, heavy-duty dual 1100 cold-cranking amps

8E8 : Bumper, front, Black

9L3 : Spare tire delete

9L7 : Upfitter switch kit

A31 : Windows, power with driver express up and down and express down on all other windows

AE7 : Seats, front 40/20/40 split-bench, 3-passenger

AKP : Glass, solar absorbing, tinted

AU3 : Door locks, power

AY0 : Airbags, Single-stage frontal airbags for driver and front outboard passenger;

BG9 : Floor covering, Graphite-colored rubberized-vinyl

C67 : Air conditioning, single-zone

C99 : Airbag deactivation switch, frontal passenger-side

DPN : Mirrors, outside heated power-adjustable vertical trailinging, upper glass, manual-folding and extending, black.

E01 : Assist steps

ED9 : Wheelbase, 165" (419.1 cm), 84" CA

F0C : Axle to End of Frame, 49"

FLT : Fleet Processing Option

FNP : Front fender extension, painted body color

FPP : DPF, diesel particulate filter, manual regeneration
FTB : Front axle, 7,500 lb., Dana Spicer 60-256, single-reduction, front driving
FTN : Axle lubricant, front, synthetic oil EmGard FE-75W-90
FTO : Axle lubricant, rear, synthetic oil EmGard FE -75W-90
FTV : Front suspension, 7,500 lb. (3,402 kg) multi-leaf, includes shock absorbers
G68 : Shock Absorbers, rear
GR4 : Rear suspension, 13,500 lb. (6,123 kg) multi-leaf, vari-rate
GZG : GVWR, 19,500 lb. (8845 kg)
HD2 : Rear axle, 13,500 lb. (6,124 kg) Dana Spicer S14-110, single reduction
IOB : Audio system, 7" diagonal color touch-screen with Chevrolet Infotainment
JL1 : Trailer brake controller, integrated
K05 : Engine block heater
K34 : Cruise control, steering wheel-mounted
K40 : Exhaust brake
KBK : Transmission shift control calibration, fuel sense Performance
KW5 : Alternator, 220 amps
L5D : Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible
MAH : Marketing Area-Us, Puerto Rico/USVI
MIU : Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS
N12 : Exhaust system, rear exit
N2L : Fuel tank, rear only, 40 gallon
N4C : Emissions, 50 state certification
P0D : Grille guard screen, insect protection
PD7 : Wheel, spare delete
PTO : Power Take Off, engine control provisions
PWQ : Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted
R6G : 26,000 lb. GCWR (11,793 kg)
R7N : 5500 HD Series
TR1 : Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light
TRW : Provision for cab roof-mounted lamp/beacon
U04 : Horn, single-note
U2J : SiriusXM, delete
UDC : Driver Information Center, 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
UE0 : OnStar, delete
UNL : Auxiliary harness, 3' for headlamps and turn signals
UQ3 : 6-speaker audio system
UVC : Rear Vision Camera, display integrated into Radio
UY7 : Trailering provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.
VK3 : License plate kit, front
VQ2 : Fleet Processing Option
VWX : Grille, base, molded in color, Black
VYU : Snow Plow Prep Package
XHD : Tires, front 225/70R19.5 G Traction Blackwall Continental
YHD : Tires, rear 225/70R19.5 G Traction Blackwall Continental
ZY1 : Paint, solid

► Save in Stored Configurations

CANCEL

BACK

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.



Preview Order 8888 - F5H 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 02/03/2021 08:51:38

Dealership Name: Columbine Ford

Sales Code : F56493

Dealer Rep.

Type

Vehicle Line

Order Code

Customer Name B Mayo

Priority Code 19

Model Year 2021

Price Level 115

City of Rifle

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CHASSIS CAB DRW/145	\$47410	TIRE INFLATION MONITOR DELETE	\$0
145 INCH WHEELBASE	\$0	19500# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	SKID PLATES	\$100
40/20/40 CLOTH SEAT	\$0	50 STATE EMISSIONS	\$0
MEDIUM EARTH GRAY	\$0	SNOW PLOW PREP PACKAGE	\$250
PREFERRED EQUIPMENT PKG.663A	\$0	WHEEL WELL LINERS - FRONT	\$180
.XLT TRIM	\$0	TRANS POWER TAKE-OFF PROVISION	\$0
.AM/FM STEREO MP3/CLK	\$0	332 AMP ALTERNATOR	\$0
6.7L POWER STROKE V8 DIESEL	\$9325	EXTRA HEAVY DUTY FRONT END SUS	\$285
10-SPEED AUTOMATIC	\$0	EXTERIOR BACKUP ALARM	\$140
225/70R19.5G BSW ALL POSITION	\$0	FUEL CHARGE	\$0
4.88 RATIO LIMITED SLIP AXLE	\$360	PRICED DORA	\$0
PAYLOAD PLUS PACKAGE UPGRADE	\$1155	DESTINATION & DELIVERY	\$1695
TOTAL BASE AND OPTIONS			MSRP \$60900
DISCOUNTS			NA
TOTAL			\$60900

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice



Estimate

2261 West Cornell Ave || 1904 Jasper St
 Englewood, CO 80110 || Aurora, CO 80011
 303-761-8504 303-289-4311
 303-761-3212 Fax

Date	Estimate #
2/26/2021	34040

Name / Address
CITY OF RIFLE need billing address

Vehicle Info			Terms	P.O. No.	Rep
2021 DODGE 5500			Due on receipt		K.S.
Item	Description	Qty	Total		
East MTE	Deliver/Pick Up vehicle or parts at 1904 Jasper St. Aurora, CO 80011		0.00T		
	2021 DODGE 5500 NEED VIN#				
Rugby Special Order	STAINLESS STEEL Rugby Fold Down Side 2-3 yard Stainless Steel Eliminator with SR-4016 DM hoist 9’ 7” x 96” (OD), stainless steel construction, fold down sides (12”), 23” tailgate Price includes installed ¼ cab shield and loose LED light kit Standard stainless body has 3/16” AR450 carbon steel floor with crossmemberless understructure (formed carbon steel longsills (7 gauge) and gussets) COAL CHUTE Package includes hoist, subframe, hoist mounting hardware, gear pump, reservoir tank, electrically controlled valve, and valve controls	1	1,263.88T		
SHIPPING EXPENS...	Reimbursement for Shipping & Handling Charge(estimated)	1	2,000.00T		
Other Parts	MU CS6BI8405D1RP PTO 2021 DODGE AS69RC 5/8 9 SPLINE PUMP	1	171.25T		
Other Parts	Pulltarp X-Pando System	1	1,250.00T		
1809060A	plate hitch, ford receiver finished	1	450.00T		
Shop Supplies	Miscellaneous shop supplies	10	199.50T		
Labor	Labor for installation	32	2,880.00		
WEIGHT SLIP	Weight Slip	1	35.00T		
Estimate good for 30 days only		Subtotal			
		Sales Tax (0.0%)			
		Total			



Estimate

2261 West Cornell Ave || 1904 Jasper St
 Englewood, CO 80110 || Aurora, CO 80011
 303-761-8504 303-289-4311
 303-761-3212 Fax

Date	Estimate #
2/26/2021	34040

Name / Address
CITY OF RIFLE need billing address

Vehicle Info		Terms	P.O. No.	Rep
2021 DODGE 5500		Due on receipt		K.S.
Item	Description	Qty	Total	
	9' Lot Pro LED Standard Operating System with Hands Free Plowing and LED Lights : Full Trip			
41610	PKG:LP SOS E73 7.5-9.0	1	4,764.64T	
09403	MB LP 9.0 Steel Lot Pro	1	1,586.23T	
17195	MTG Ford F250 - 550 2017+ Plus	1	490.00T	
23061	Park/turn control harness	1	62.65T	
Labor	Labor To Install Meyer Plow	1	720.00	
MEYER SPECIAL O...	67067 ELITE 8HC SS HON 3.5CY WRLS Hopper Width: 70" Hopper Depth: 96" Hopper Height: 46" Total Height: 69.25" Spread Width (min-max): 4' - 30' Max Capacity Load: 3.5 cu yd Max Capacity Weight: 1,100 lbs Spreading Material: Rock Salt, Sand, Salt/Sand Mix Warranty: 1 year Hopper Material:Stainless Steel Spinner Diameter: 14" Spinner Material: Poly	1	7,956.75T	
MEYER SPECIAL O...	67513 TARP, ELITE MDV 8 FT	1	591.75T	
SHIPPING EXPENS...	Reimbursement for Shipping & Handling Charge(estimated)	1	800.00T	
2" Ratchet Straps	2" strap	4	86.08T	
Shop Supplies	Miscellaneous shop supplies	1	19.95T	
Labor	Labor for installation	2	180.00	
Notes	SHIPPING MAY VARY DEPENDING ON TIME FRAME OF ORDERING		0.00T	

Estimate good for 30 days only	Subtotal	\$25,507.68
I agree with the contents of this order and give Mastercraft Truck Equipment permission to proceed with my order/upfit. Quote expires 90 days for the date of the estimate.	Sales Tax (0.0%)	\$0.00
Authorized Signature: _____	Total	\$25,507.68



EQUIPMENT COMPANY INC.

DENVER
5200 Colorado Blvd.
Commerce City, CO 80022
Phone: 303-298-7370
Fax: 303-298-8527

BILLINGS
2107 Harnish Blvd.
Billings, MT 59101
Phone: 406-652-3975
Fax: 406-652-3744

GREAT FALLS
1610 River Drive North
Great Falls, MT 59401
Phone: 406-452-2757
Fax: 406-452-2799

DATE

03/26/21

QUOTE NO.

*** QUOTE

PAGE

1

21-1210

SOLD TO:

CITY OF RIFLE
COLTON SECARY 970-456-6701cell
1221 E. CENTENNIAL PARKWAY
RIFLE CO 81650

SHIP TO:

CITY OF RIFLE
COLTON SECARY 970-456-6701cell
1221 E. CENTENNIAL PARKWAY
RIFLE CO 81650

CUSTOMER PO	CUSTOMER NUM	SHIP VIA	SALESMAN	TERMS	CUSTOMER PHONE
QUOTE/BUDGET	18400	FOB DENVER	2	NET 10	970-625-2121

Colten,

We are pleased to submit the following quotation for your consideration. The equipment we are providing is supplying the best possible solution to your equipment needs. We strive to give the highest quality of equipment and on time delivery. Thank you for working with KoIs Brothers Equipment Company. We look forward to meeting your needs. We meet 100% of the specifications as marked on the bid attached. Please look at options to the bid.

Sincerely,

Ernest J. KoIs 720-951-1370 cell

Signed Order & DATE

Options:

All electric will reduce the price by about \$3000.00 or more. This is a full hydraulic package as requested.

*** These prices are good for 60 days and are subject to steel surcharges that may occur if a purchase order is not written within that time frame. Notifications of chassis hold up due to other manufacturing constraints must be clarified immediately of award. ***

Delivery is 90-120 days after receipt of chassis, unless otherwise notified due to chassis constraints and delivery.

PART NUMBER	DESCRIPTION	QTY	ORD	UOM
SUPER YD BIRD SSBODY	*9'X7' STAINLESS BODY HYDRAULI	1.00		EA

SUPER DUTY YARD BIRD 9'X7' 3/16" HITEN FLOOR 10 GAUGE 201 STAINLESS STEEL BODY AND BALACNE 2.5 TO 3.5 YARDS 14" SIDES 20" ENDS WEIGHT IS 1831 WITH 1520 CLASS 30 HOIST WITH HYDRAULIC PUMP

*** NOT PAINTED DELIVERED WITH STAINLESS FINISH ***

7 GAUGE 201 FLOOR	*STAINLESSE STEEL IN LIEU STD	1.00		EA
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*** CONTINUED NEXT PAGE ***



EQUIPMENT COMPANY INC.

DENVER
5200 Colorado Blvd.
Commerce City, CO 80022
Phone: 303-298-7370
Fax: 303-298-8527

BILLINGS
2107 Harnish Blvd.
Billings, MT 59101
Phone: 406-652-3975
Fax: 406-652-3744

GREAT FALLS
1610 River Drive North
Great Falls, MT 59401
Phone: 406-452-2757
Fax: 406-452-2799

DATE
03/26/21
QUOTE NO.
*** QUOTE

PAGE
2
21-1210

SOLD TO:

CITY OF RIFLE
COLTON SECARY 970-456-6701cell
1221 E. CENTENNIAL PARKWAY
RIFLE CO 81650

SHIP TO:

CITY OF RIFLE
COLTON SECARY 970-456-6701cell
1221 E. CENTENNIAL PARKWAY
RIFLE CO 81650

CUSTOMER PO	CUSTOMER NUM	SHIP VIA	SALESMAN	TERMS	CUSTOMER PHONE
QUOTE/BUDGET	18400	FOB DENVER	2	NET 10	970-625-2121

PART NUMBER	DESCRIPTION	QTY	ORD	UOM
CABSHIELD 1/2 SIZE	*23" STAINLESS 201 GRADE	1.00		EA
QUICK INSTALL OPTION	*HOIST BODY INSTALL SETUP	1.00		EA
PTO DRIVE DIRECT MNT	*DOUBLE ACTING HOIST SETUP	1.00		EA
LABOR INSTALL	INSTALLATION LABOR	1.00		EA
MISC SHOP SUPPLIES	*INSTALL DUMP BODY HDRAULIC SE	1.00		EA
TRANSMISSION PTO	*MOUNT TO POWER DUMP & V-BOX	1.00		EA
9' STAINLESS STEEL	*MDVA 201 V-BOX SPREADER SLID'	1.00		EA

MDVA9' 944 HYDRAULIC SPREADER WITH SS MATERIAL AUGER DESIGN WITH SPINNER CONTROL ** REQUIRES DUAL DRIVE SPREADER CONTROL **
6" AUGER, 24" SPINNER WITH HOPPER MADE OF 14 GAUGE 201SS MATERIAL
INVERTED VE OVER TH AUGER 4 SECTION SCREENS TO BREAK UP MATERIAL
2 ADJUSTABLE INTERNAL BAFFLES FOR THE SPINNER ASSEMBLY, MEETS
BELOW THE cdL DRIVING REQUIREMENTS

HYDRAULIC SHORT HOSE	*KIT TO HOOK SPREADER TO TRUCK	1.00	EA
HYDRAULIC SPREADER	*CONTROLS FOR OPERATIONS OS CA	1.00	EA
FISHER 10' HC PLOW	*HEAVY DUTY REVERSABLE PLOW	1.00	EA

FISHERS EXTREME PLOW OPERATIONS FOR UNDER 26,000 GVWR

All returned goods must be accompanied by
invoice and are subject to handling charge after 30 days.

NO RETURNS AFTER 90 DAYS

A SERVICE CHARGE OF 2% PER MONTH, 24% PER ANNUM WILL BE ADDED TO ANY INVOICE NOT PAID.
BY THE LAST DAY OF THE MONTH IN WHICH IT IS DUE. WE ARE CONFORMING WITH THE FAIR LABOR
STANDARTDS ACT OF 1938 AS AMENDED. NOT RESPONSIBLE FOR TIMELOST DUE TO FIRES, STRIKES
OR CAUSES BEYOND OUR CONTROL. STENOGRAPHICAL AND CLERICAL ERRORS SUBJECT TO CORRECTION

THANK YOU FOR ALLOWING US TO QUOTE THESE ITEMS. YOUR COST IS

Sub Total	40,539.75
Sales Tax	0.00
F.E.T.	0.00
Freight	1,200.00

TOTAL	41,739.75



O.J. Watson Company, Inc.
5335 Franklin Street
Denver, Colorado 80216
303-295-2885 or 800-332-2124
Fax: 303-296-8049
www.ojwatson.com

Quotation

Page 1 of 4

Customer: RIFLE
City of Rifle
202 Railroad Ave
Rifle CO 81650

Contact:
Phone:
2nd :
Email:

Salesperson: Craig Arndt

Quote Number: CWA734-1
Quote Date: 3/8/2021
Quote valid until: 4/7/2021
Revision Number: 1

Work Order:

Build Information:

Year / Make / Model	2022 Dodge 5500	End User	City of Rifle
Cab Configuration	REGULAR	Unit #	
Fuel Type	DIESEL	Item / PO#	
CA / CT	60"		
Rear Axle	DRW		

Quoted Items:

Description of Work

O.J. Watson is pleased to quote you the following truck upfit with prices based off of CDOT class 3,5,6 award 311001620

Crysteel brand body
Truck Model..... FORD F-550
Body Style..... STIP
Body ID..... 87
Body OD..... 96
Body Length..... 9 FT
Hoist Model..... LBDUMP
Stainless Option..... 201 STAINLESS STEEL ALL
Heavy Duty Option..... NO
Frame Style..... WESTERN TUBULAR
Longbeam Material..... 7GA 201 STAINLESS STEEL
Crossmember Spacing..... N/A
Longbeam Height..... 7 INCH
Front Style..... 1/2 INTEGRAL CABSHIELD
Side Style..... BOTH RIGID
Tailgate Style..... DOUBLE PANEL QUICK DROP
Tailgate Release Style..... MANUAL
Front Height..... 40
Side Height..... 14
Tailgate Height..... 20
Front Material..... 7GA 201 STAINLESS STEEL
Side Material..... 7GA 201 STAINLESS STEEL
Tailgate Material..... 7GA 201 STAINLESS STEEL
Floor Material..... 1/4 201 STAINLESS STEEL
Window..... 9 X 35 TAPERED
Quick Drop Handle Location..... RIGHT
Patchgate..... NO
Patchgate Location..... N/A
Box Top Rail..... YES
Rear Lights..... LED MARKERS
Rustproof Longsills..... YES
2 SETS OF OVALS CUSTOUTS ON EACH SIDE OF RUBRAIL



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Quotation

Page 2 of 4

Description of Work

- 1- set of rubber mud flaps at rear duals
- 1- set of stainless steel splash guards in front of duals

Hydraulics

Force One System Details

5100ex Controller:

- Manual open and closed loop modes
- Accurate application of granular and prewet liquid de-icing materials
- Integrated control for the plow and hoist operation
- Compact, rugged design with intuitive navigation and comfort
- Integration with PreCise MRM AVL/GPS

5150ex Joystick:

- Fully adjustable mounting options
- Easily added/removed for seasonal use
- Automatically detected in system, no calibration needed
- Stainless steel mounting plate for added support

VT12:

- Components under removeable cover include: valve, tank, filter, breather, sensors, electrical connections and hose end fittings
- Maximum component protection
- Easy access for maintenance and hose replacement
- External mounted sight gauge

Valve:

- Compact monoblock design
- Deutsch DT series plugs
- Hydraulic prewet included
- Clear port and coil labeling

Chelsea Power Take Off:

- Noise suppression system
- Simple installation

Stainless steel hard hydraulic lines running to sander

Plow

Boss 10'0" Heavy-Duty Straight-Blade

- Angle Cylinders 2" x 10" (5 cm x 25 cm)
- Attachment System SmartHitch 2
- Blade Height 34 1/2" (88 cm)
- Blade Thickness 7-ga Steel
- Blade Width | Curb Guard Width* 108" (274 cm)
- Cutting Edge 1/2" x 6" (1.3 cm x 15 cm)
- Lift Cylinder 2 1/4" x 1 7/8" x 12" (6 cm x 3 cm x 31 cm)
- Lighting SL3 L.E.D. with Ice Shield Technology
- Plow Shoes Cast Iron
- Plowing Width @ 30° Angle 104" (239 cm)
- Reinforcement Ribs 8 vertical, 2 diagonal
- Shock Absorber 2
- Trip Springs 6



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Quotation

Page 3 of 4

Description of Work

Weight 1205 pounds
Rubber snow deflector installed
Handheld plow control

Sander

9' Monroe Mid-Size V-Box Stainless Steel Spreader, Single Hydraulic Motor Drive (MD-108-50-44)
- 50-1/2" Wide X 44" High
- 3.6 Cubic Yard Capacity (Level Full)
- 12 Gauge Hopper
- 10 Gauged Formed Longsills (Slotted For Drive & Idler Shaft Removal)
- 1-1/4" Drive Shaft & Idler Shaft
- Heavy-Duty 4-Bolt Flange Bearings
- 45 Degree Sloped Sides
- 14" Drag Chain w/ 1/4" Crossbars, 6.5" On Center
- 4-Corner Lift System
- 20:1 Gear Box
- 6-Tooth Cast Iron Sprockets
- Inverted V Installed
- Speed Sensor
- SS Extended Length Spinner with Poly Disc and Separate Hydraulic Motor
3/8" Top Screen
Extended Leg Kit (Stainless Steel)
-4- "D" rings welded to body pillars to secure V Box into body
-4- 4" wide ratchet straps
Stainless steel tailgate latch bar

Hitch

1/2" fully welded hitch plate
ICC bumper
-2- "D" rings
2" receiver tube
7 blade RV plug
Primed and painted black

Lighting

-2- Amber Whelen 500 series surface mounted to grill of chassis
-2- Amber Whelen 500 series rubber grommet installed in rear rubrail of dump body
Whelen R2LP DUO(Amber/Blue) mini light bar installed on cab protector of dump body
Strobes wired to chassis upfitter switch

LED stop/tail/turn and reverse oval rubber grommet mounted in rear rubrail of body
LED ID installed at top of hitch plate
LED body marker lights
LED license plate light and bracket installed on hitch plate

Misc Items

VIN verification
-2- weight slips
Back up alarm installed

Total Price Not Including Options: \$58,866.00



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Quotation

Page 4 of 4

Optional Items:

Options	Amount	Accepted Yes / No
---------	--------	----------------------

Notes:

- All quotes are F.O.B. Denver unless otherwise stated.
- Quotes are subject to all applicable sales and use taxes including F.R.E.T.
- Open Account Terms are Net 30 upon delivery.
- Cash Account Term is payment at time of delivery (cash/check/credit card) and is subject to a 50% deposit requirement upon initial order.
- All credit card transactions over \$7,000.00 will be subject to a 3% processing fee.
- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

Accepted

By: _____ Quoted By: _____

Date: _____ Date: _____



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐	
	Berthod Motors		
2.	Vendor Address		
	400 27th Street		
	Glenwood Springs, CO 81601		
3.	For the Purchase of (description)		
	Dodge 5500 Medium-duty		
	Truck Chassis		
4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$48,261.00	\$130,000	<i>M. Swan</i>
5.	Dept. Name	General Ledger Acct #	
	PW/O&M	610-4900-400-742	
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>	3/30/2021
	City Manager	<i>Sam A. Hahn</i>	3/31/21
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐	
	Kois Brothers Equipment Company		
2.	Vendor Address		
	5200 Colorado Blvd.		
	Commerce City, CO 80022		
3.	For the Purchase of (description)		
	Snowplow upfit, including plow & spreader		
	for mount on the Dodge 5500		
4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$41,739.75	\$130,000	<i>M. Duran</i>
5.	Dept. Name	General Ledger Acct #	
	PW/O&M	610-4900-400-742	
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>	3/30/2021
	City Manager	<i>Steve A. Hahn</i>	3/31/21
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



Agenda Item #8.c.

Agenda Item Name:

Update on Hospital Hill Road and timeline of re-opening, and discussion of procedure for review of citizen concerns regarding Department Head decisions

Presenter:

Brian Prunty, Public Works Director

Item Description:

Update on Hospital Hill Road and Timeline for Re-opening

Recommended Action:

None

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Road closure was a result of Council action allowing for closure during the Construction of the Grand River Hospital District's Senior Care Center.

Background Information:

During the negotiations for development (2018) of the GRHD Senior Care Center, FCI requested that Hospital Hill Road (HHR) be closed during the construction of the facility. FCI's construction site plan required space outside the construction platform. Since the GRHD owns the property south of HHR, the logical choice was for the plan was this property. FCI projected the road closure being two years, i.e. March 2019 to March 2021.

The basis for FCI's request and our approval was the nature of cross-traffic of HHR. In the interest of safety, the City's desire for a timely project completion, and our sizeable contribution (\$250,000) to the roadway, the City agreed to this request. Nathan Lindquist felt that it was in the best interest of all parties to work together to see the project to its completion.

The new Hospital Hill Road alignment was the result of the City yielding a portion of its Right-of-Way in favor of a better alignment and GRHD having a contiguous site for the new Senior Care Center. Currently, only a portion of the road has been paved. A significant section is still sub-base. Building the remaining section with

now will result in damaging the road where it would be traveled by heavy trucks. It is worth mentioning that allowing 14 days for the curb and gutter features to cure would further delay the project.

Executive Summary:

To date, the project has had few causes for project timeline extension. The nature of the work makes it difficult to hold strictly to timelines. The COVID-19 pandemic and all the delays that it caused was not anticipated. Another significant delay was for the movement of current Senior Care Center residents to the new facility to allow for a full assessment of the Asbestos and Vermiculite abatement. Currently, FCI is projecting an August 2021 for opening Hospital Hill Road.

It is in the interest of the City and GRHD to allow the road closure through August 2021 for the following reasons:

1. Traveling public safety
2. It provides for a more timely completion of the work.
3. The majority of the remaining work involves the utilization and completion of the area of the lower part of the new corridor and upper end of existing HHR. There will be high levels of activity on this portion roadway.
4. Allowing for the re-opening would certainly do damage to the new rebuilt roadway. This is assuming we would require that they finish the roadway prior to re-opening. We could put a large, thick pad for truck utilization across the new pavement and curb, but it would in itself create a large speed bump.
5. Allowing it to remain closed would facilitate the construction of storm water features along the new road alignment.
6. It has been proven that keeping a roadway closed, as opposed to a cycle of opening and closing works better for traveling public. Inevitably, even if we allowed the roadway to be opened, it would experience periods of closure.
7. It would increase traffic along narrow residential streets - some of them without sidewalk.
8. Some people from other parts of the City, in their impatience, may think that Hospital Hill Road would save a few minutes and would try to use it - most of them at high speed.

Staff recognizes the inconvenience that this closure creates for some residents, but given the fact that there are literally hundreds of large truck trips necessary to complete this work, to include removal of over 10,000 cubic yards of demolished building material and replacement with 11,000 cubic yards of fill material, the safety and liability risk of opening Hospital Hill Road would be significant.

It is staff's recommendation that Hospital Hill Road remain closed.

Notification Requirements:

Prepared By:

Brian Prunty, Public Works Director

Attachments:

1. GRHD Sr Care Ctr 004
2. GRHD Sr Care Ctr 007
3. GRHD Sr Care Ctr 010
4. GRHD Sr Care Ctr 012
5. GRHD Sr Care Ctr 016
6. GRHD Sr Care Ctr 017
7. IMG_1328
8. IMG_1335













04/13/2021







Agenda Item #8.d.

Agenda Item Name:

Consider Authorizing the Purchase of Real Estate - Paradise Island

Presenter:

James S. Neu, City Attorney

Item Description:

Authorizing the Purchase of Real Estate - Paradise Island

Recommended Action:

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Kristy Doll, CMC, City Clerk

Attachments:

None



Agenda Item #9.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

04/16/2021

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Report to City Manager 04.16.2021

WORK REPORT TO CITY MANAGER

04.16.2021

PIO

- Attended Garfield County Health/Municipality PIO weekly meetings.
- Assisted with the City Manager update videos with Scott and Carlos.
- Kept social media outlets updated with the latest status decisions and updates from the state and county.
- We revamped our procedure for communications regarding the downtown project to try to keep everyone updated when citizens have questions or concerns. Since the construction company has their own PIO, we were “out of loop” regarding what issues are being raised. We will now be part of the email chain to allow us to be aware of topics as they arise. Citizens may also be included in an update email chain by simply sending an email to rifledowntown@gmail.com and using the subject line EMAIL ME or calling the hotline at 970-987-7293 and requesting to be added.
- The new Humanity Restoration Crew is out! Check it out on our website and social media platforms!
- Attended GRIT meeting.

COURT

- Handled 37 adult cases and 12 juvenile cases on April 7th court day.
- Attended Wellness Committee meeting.
- Began hiring process for a Deputy Court Clerk since Tim Mitchell has accepted a job with the City of Glenwood Springs. His last day will be April 22nd.
- Our next jury trial is set for April 16th.
- Met with City Prosecutor to discuss court related issues.

FINANCE

- Sales tax results for February sales/march collections are almost final. For the two months recorded year to date, tax collections are about 9% higher than the same period in 2020.
- The City of Rifle’s estimated portion of the American Rescue Plan Act of 2021 is \$2.08M. The City has until the end of 2024 to spend the funds. It is expected that half of the funds will be released in 2021, with the rest later. We are still awaiting more specific guidance on allowable expenditures. Replacing revenue lost due to the pandemic is allowed, and there seems to be an emphasis on infrastructure, including water, sewer, and broadband.

PUBLIC WORKS

The following are engineering projects currently in progress, to include inspection and administration, design, and/or planning:

- Additional Airport Water Tank: in CDPHE approval phase
- Utility Rate Study: preparing for a May Council presentation.

- I-70 Exit 90 Beautification: assembly of Bid Package and CDOT comments

The following are projects currently under construction:

- Centennial Parkway Bridge Rehabilitation: installation of bridge railing, painting, guardrail installation.
- Downtown 3rd Street and Railroad Avenue Rehabilitation project working in W. 3rd Street and the 200 block of Railroad Ave. Waterline is complete and sanitized in 3rd. Street; casting of concrete curb/gutter & sidewalk.

Fleet

- Resolved problem with Vacuum truck which causes it to shut down during operations.
- Continued development of Fleet Administration and Management.
- Re-ordered Ford canceled 2021 orders – three F-250's
- Oversaw the troubleshooting and repair electronic glitches with PD patrol cars.
- Development of On-boarding/Fleet Removal system for new and disposed fleet
- Received an F-150 via through our lease program with Enterprise Fleet Mgmt.

Two weeks look-ahead

- Completion of the lining of the liner repair for W. 3rd St. Storm Water Culvert.
- Presentation of design modifications with costs for Ayers Associates design for the I-70 Exit 90 Beautification project; preparation of construction documents and completion of CDOT review.
- Railroad Ave. & 3rd Street/Downtown Rehabilitation Project: completion of water service connections, undergrounding of power in the alley north of W. 3rd. St.; completion of waterline in 200 Block of Railroad Avenue; casting curb and gutter features in W. 3rd St.
- Completing financial component of the Utility Rate Study project with JVA/Raftelis; presentation of results from financial analysis late May for Council action.
- Willow Ranch, Ph. II Construction
- With hot mix availability, O&M continues to patch roadways, including cuts and potholes.