



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

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

6:00 PM - Workshop Meeting

Discussion and Review

- a. Discuss Sell or Conveyance of Old Treatment Plant Sites
- b. Consider Updates to Development Impact Fees

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)
- 4. **Consent Agenda**
 - 4.a. Consider Minutes of the July 7, 2021, Regular Meeting
 - 4.b. Consider Liquor License Renewal for Plaza Liquors, LLC dba Plaza Liquors
 - 4.c. Consider Changing Vendor Providing Management of City Retirement Plans
 - 4.d. 2022 Budget Calendar - Resolution No. 5, Series of 2021
- 5. **Action, if any, on Workshop Items**
- 6. **Presentation**
 - 6.a. Promotion of Officer Kelli Litzau to Corporal
- 7. **Public Hearing**

- 7.a. (Acting As Liquor Licensing Authority) Public Hearing - Transfer of Ownership
Application to transfer Flying K, Inc. dba Texan Bar's Tavern Liquor License to Rifle
Bar, LLC, dba Rifle Bar

8. Regular Agenda

- 8.a. Consider Approval of Clarifier Coating at Wastewater Reclamation Facility
- 8.b. Consider Approval of Standard Purchase Contract for Senior Meals

9. Administrative Reports

- 9.a. Report to City Manager

10. Comments from Mayor and Council

11. Adjournment



Agenda Item #a.

Agenda Item Name:

Discuss Sell or Conveyance of Old Treatment Plant Sites

Presenter:

Robert Burns , Utilities Director
Scott Hahn, City Manager

Item Description:

Discuss sell, conveyance or other uses for old treatment plant sites

Recommended Action:

Determine steps to complete sell or conveyance as approved by voters in September of 2017

Fiscal Impact:

Funds from sale would be added to utility budget

Operational Impact:

None

Prior Board Motions:

Voter approved September of 2017

Background Information:

In September of 2017 voters approved the sell or conveyance of interest related to 1 old water plant site and 2 old wastewater treatment sites.

Executive Summary:

Staff has obtained appraisals for these sites and would like to proceed with either sell, conveyance or other options that may exist.

Notification Requirements:

None

Prepared By:

Robert Burns , Utilities Director

Attachments:

1. Old Sites Council Workshop
2. Hahn71521a
3. Hahn71521b



***City of Rifle, Colorado
Utility Department
Sell or Conveyance of Property***

To: Scott Hahn, City Manager
From: Robert Burns, Utility Director – Utility Department
Re: Sell or conveyance of old plant sites

Mr. Hahn,

Staff is requesting a council workshop to discuss sell or conveyance of the old plant sites. Voters approved this in September of 2017 and the ordinances with the ballot language are attached along with the appraisals for the sites. Since that time there have been several changes to the global economy and our local efforts to open up the river frontage with the purchase of paradise island.

Below are some possible alternatives for the sites as well as a brief overview of what easements the city will need to retain after properties are sold or conveyed.

GRAHAM MESA – OLD WATER PLANT

Sale of this property is preferred as site maintenance is costing us a lot of staff time. We need to maintain an easement for the water line to the tank. Demolition costs should be the responsibility of purchasing party

If sale price is low due to demolition costs, is it possible for us to solicit developers and give them the land with some stipulations for immediate demolition of existing structures, easement for water line and potentially a couple of units (townhomes?) are required to be used as affordable housing for city staff (there's a lot of questions with this scenario)

NORTH LAGOONS - OLD WASTEWATER

This site should be sold As-Is with purchaser being required to demolish all structures and any existing or required easements are in place. The other alternative is to retain the property and incorporate it into plans for the river frontage whether that is parking with access to trails, etc. would need to be determined

SOUTH LAGOONS – OLD WASTEWATER

This is the most difficult of the sites due to existing city infrastructure that must remain in place.

Utility Department – Sell or conveyance of old plant sites
Effective Date: 7/12/2021



***City of Rifle, Colorado
Utility Department
Sell or Conveyance of Property***

The water ski lake would likely not be able to expand the existing lake as it would begin to encroach our sewer line and could lead to overflows of the lift station.

Is there a possibility that the city could lease the site to the water ski club for additional parking?

Do we retain it and incorporate it into the plans for the river?

Thank you for your consideration

Robert P. Burns
Utility Director
City of Rifle – Utility Department

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 7
SERIES OF 2017**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AUTHORIZING
THE SALE OF CITY PROPERTY KNOWN AS THE SOUTH WASTEWATER
LAGOONS AND REFERRING THE QUESTION TO THE VOTERS AT THE
REGULAR MUNICIPAL ELECTION TO BE HELD SEPTEMBER 12, 2017.

WHEREAS, the City of Rifle (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, the City is the owner of property known as the South Wastewater Lagoons, which was formerly used for public purposes, but is no longer necessary to the governmental functions of the City; and

WHEREAS, Section 13.2 of the Rifle Home Rule Charter requires the sale of property used for governmental purposes to be submitted to the qualified electors of the City for approval; and

WHEREAS, the Rifle City Council finds that it is in the interest of the City to submit the question of the sale of the South Wastewater Lagoons to the electors of the City at the regular municipal election to be held September 12, 2017.

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

1. Recitals. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council.
2. Submission to Voters. The following question stated in Section 3 below shall be submitted to the registered voters of the City of Rifle voting at the regular municipal election which shall be held by mail ballot on Tuesday, September 12, 2017.
3. Publication and Ballot Form. The City Clerk shall cause a notice of election for the following ballot issue to be published as part of the municipal election publication in substantially the following form and add the question to the City’s 2017 Municipal Election Ballot:

**SHALL THE CITY OF RIFLE BE AUTHORIZED TO SELL OR
OTHERWISE CONVEY ITS INTEREST IN THE PROPERTY KNOWN AS
THE SOUTH WASTEWATER LAGOONS, IDENTIFIED AS GARFIELD
COUNTY ASSESSOR PARCEL NO. 217719100133?**

YES _____

NO _____

4. Sale Subsequent to Affirmative Vote. Upon the affirmative vote of the qualified electors of the City, the Rifle City Council may negotiate, enter into an agreement for, and approve the sale or conveyance of such real property, subject to the majority vote of the voting members of City Council.

INTRODUCED, on June 7, 2017, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on June 19, 2017, passed without amendments, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2017.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 8
SERIES OF 2017**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AUTHORIZING
THE SALE OF CITY PROPERTY KNOWN AS THE NORTH WASTEWATER
LAGOONS AND REFERRING THE QUESTION TO THE VOTERS AT THE
REGULAR MUNICIPAL ELECTION TO BE HELD SEPTEMBER 12, 2017.

WHEREAS, the City of Rifle (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, the City is the owner of property known as the North Wastewater Lagoons, which was formerly used for public purposes, but is no longer necessary to the governmental functions of the City; and

WHEREAS, Section 13.2 of the Rifle Home Rule Charter requires the sale of property used for governmental purposes to be submitted to the qualified electors of the City for approval; and

WHEREAS, the Rifle City Council finds that it is in the interest of the City to submit the question of the sale of the North Wastewater Lagoons to the electors of the City at the regular municipal election to be held September 12, 2017.

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

1. Recitals. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council.
2. Submission to Voters. The following question stated in Section 3 below shall be submitted to the registered voters of the City of Rifle voting at the regular municipal election which shall be held by mail ballot on Tuesday, September 12, 2017.
3. Publication and Ballot Form. The City Clerk shall cause a notice of election for the following ballot issue to be published as part of the municipal election publication in substantially the following form and add the question to the City’s 2017 Municipal Election Ballot:

**SHALL THE CITY OF RIFLE BE AUTHORIZED TO SELL OR
OTHERWISE CONVEY ITS INTEREST IN THE PROPERTY KNOWN AS
THE NORTH WASTEWATER LAGOONS, LOCATED AT 1775 WEST
CENTENNIAL PARKWAY, RIFLE, CO 81650 AND IDENTIFIED AS
GARFIELD COUNTY ASSESSOR PARCEL NO. 217717200002?**

YES _____

NO _____

4. Sale Subsequent to Affirmative Vote. Upon the affirmative vote of the qualified electors of the City, the Rifle City Council may negotiate, enter into an agreement for, and approve the sale or conveyance of such real property, subject to the majority vote of the voting members of City Council.

INTRODUCED, on June 7, 2017, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on June 19, 2017, passed without amendments, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2017.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 9
SERIES OF 2017**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AUTHORIZING THE SALE OF CITY PROPERTY KNOWN AS THE GRAHAM MESA WATER PLANT AND REFERRING THE QUESTION TO THE VOTERS AT THE REGULAR MUNICIPAL ELECTION TO BE HELD SEPTEMBER 12, 2017.

WHEREAS, the City of Rifle (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, the City is the owner of property known as the Graham Mesa Water Plant, which was formerly used for public purposes, but is no longer necessary to the governmental functions of the City; and

WHEREAS, Section 13.2 of the Rifle Home Rule Charter requires the sale of property used for governmental purposes to be submitted to the qualified electors of the City for approval; and

WHEREAS, the Rifle City Council finds that it is in the interest of the City to submit the question of the sale of the Graham Mesa Water Plant to the electors of the City at the regular municipal election to be held September 12, 2017.

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

1. Recitals. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council.

2. Submission to Voters. The following question stated in Section 3 below shall be submitted to the registered voters of the City of Rifle voting at the regular municipal election which shall be held by mail ballot on Tuesday, September 12, 2017.

3. Publication and Ballot Form. The City Clerk shall cause a notice of election for the following ballot issue to be published as part of the municipal election publication in substantially the following form and add the question to the City’s 2017 Municipal Election Ballot:

SHALL THE CITY OF RIFLE BE AUTHORIZED TO SELL OR OTHERWISE CONVEY ITS INTEREST IN THE PROPERTY KNOWN AS THE GRAHAM MESA WATER PLANT, LOCATED AT 1500 DOGWOOD DRIVE, RIFLE, CO 81650 AND IDENTIFIED AS GARFIELD COUNTY ASSESSOR PARCEL NO. 217710300012?

YES _____

NO _____

4. Sale Subsequent to Affirmative Vote. Upon the affirmative vote of the qualified electors of the City, the Rifle City Council may negotiate, enter into an agreement for, and approve the sale or conveyance of such real property, subject to the majority vote of the voting members of City Council.

INTRODUCED, on June 7, 2017, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on June 19, 2017, passed without amendments, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2017.

CITY OF RIFLE, COLORADO

By: _____
Mayor

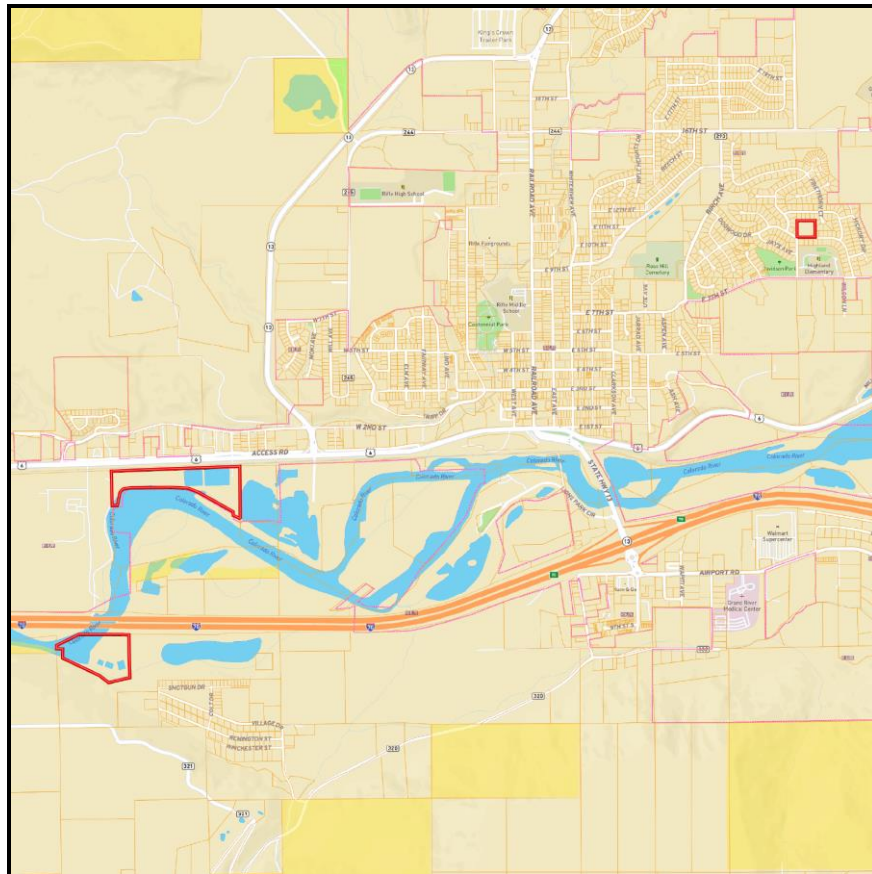
ATTEST:

City Clerk

Valuation of Real Property Conveyed in a Restricted Appraisal Report

CITY OF RIFLE UTILITY TREATMENT SITES

Former Water Treatment Plant at 1500 Dogwood Drive (2.143 acres)
North Wastewater Lagoon at 1775 Centennial Parkway (25.878 acres)
South Wastewater Lagoon on South Side of Interstate-70 (18.368 acres)
All Located Within the City Limits of Rifle, Garfield County, Colorado



As of
April 23, 2021

Prepared For
City of Rifle, Colorado
Scott Hahn, City Manager
202 Railroad Avenue
Rifle, Colorado 81650

Prepared By
Kevin A. Chandler, MAI
Chandler Consulting, Inc.
979 Kite Court
Grand Junction, Colorado 81505

May 28, 2021

Scott Hahn, City Manager for City of Rifle
202 Railroad Avenue, Rifle, Colorado 81650

Re: Restricted Appraisal Report for City of Rifle Utility Treatment Sites
Former Water Treatment Plant at 1500 Dogwood Drive (2.143 acres)
North Wastewater Lagoon at 1775 Centennial Parkway (25.878 acres)
South Wastewater Lagoon on South Side of Interstate-70 (18.368 acres)
All Located Within the City Limits of Rifle, Garfield County, Colorado

Mr. Hahn,

At your request, I have reached opinions of market value for the above captioned real properties. According to the most current version of the Uniform Standards of Professional Appraisal Practice (USPAP), this valuation analysis is conveyed in a Restricted Appraisal Report. As such, it only presents a limited discussion of the data, reasoning, and analyses that were used in the appraisal process to estimate market value. The report is for client use only, as the rationale as to how the appraisal arrived at the value opinion and conclusions may not be properly understood without additional information that is retained in my workfile. The analysis is contingent upon definitions, assumptions, and limiting conditions, which follow the certification at the end of this report, but is not made pursuant to any hypothetical conditions or extraordinary assumptions.

Scope of Work

The subject of this assignment is three utility treatment sites, which have been decommissioned, and are identified as the Former Water Plant, North Lagoon Site, as well as South Lagoon Site. The client is the City of Rifle, Colorado, as owner of the subject properties (which are not listed for sale or under purchase contract, with no transfers of ownership during the past three years). The only intended user is the client, as well as their authorized representatives. The intended use is to assist with asset evaluation for internal decision making, including a potential sale or lease. The purpose is to determine a range of “as is” market value for the fee simple interest in each property, subject to existing rights and reservations of record (such as public utility easements). The value opinion is for real estate only, and excludes any items of moveable personal property. I made a physical inspection of each site on April 23, 2021 with Robert Burns (Utility Director), which is the effective date of value. The Sales Comparison Approach was the only valuation technique employed, based on purchases of comparable properties in the local area and region. The Cost Approach is not applicable since there are no buildings with contributory value, and the value of the Former Water Plant considers the significant cost to demolish the existing structures. The Income Capitalization Approach is not relevant for analysis, as recreational uses generate nominal net income when compared to land value, and is not used by typical market participants. The Subdivision Development technique (variation of Income Approach) was also not employed, as each property could only be parceled into multiple smaller lots with speculative approvals, and is appraised as one holding. The date of report preparation and transmittal is May 28, 2021. Each subject property is described and appraised in separate sections of the following report.

Former Water Plant Description

The Former Water Plant is located at the northeast corner of Dogwood Drive and Fir Avenue, in the east central city limits of Rifle. It is legally described (by metes and bounds) as tract of land in Section 10, of Township 6 South and Range 93 West, Garfield County. It is identified on the subdivision plat for Highlands East Seventh Filing as “City of Rifle Water Tank and Treatment Facilities”, and apparently part of the subdivision. The site is surrounded by single-family lots in a residential neighborhood that caters to local families, and near Highlands Elementary School. According to the plat, this parcel comprises 2.143 acres of land area (or 93,349 square feet), with approximate dimensions of 290 feet by 320 feet. It has year-round access from Dogwood Drive, a paved collector street with gravel driveway at the southwest corner of the site. The property has level to rolling terrain, with good views of the surrounding area due to elevation above town. The perimeter is fenced, with mature trees and grass lawn, as well as gravel parking areas and driveway around the structures. The site is improved with two buildings that formerly operated as water treatment facilities for the city, which are situated in the central and northern portions. The original structure was built in the 1940’s, and contains 2,147 square feet of total floor area, while the larger building was constructed during the 1960’s, with 15,349 square feet under roof. However, they have been vacated, are in poor physical condition, and will likely be demolished. Public wet and dry utilities are available to the site, including natural gas and cable television. The Former Water Plant is identified by the Garfield County Assessor as Account #R210326, with a current (2021) actual value of \$90,500 that is allocated as \$80,000 for land and \$10,500 for improvements. The corresponding assessed value of \$26,250 is calculated as 29% of actual. Although the property is owned by the City of Rifle, and thus exempt from taxation, estimated real estate taxes if it was in private ownership are \$1,920 (based on 2020 mill levy of 73.144).

Water Plant Zoning and Land Use

The subject and surrounding property is zoned Low Density Residential (LDR) by City of Rifle, which applies to established and developing areas with primarily single-unit residential housing. Permitted uses by right are single-family and accessory dwellings units, group child care center (up to nine children), as well as parks and playgrounds. Conditional uses that require approval are churches, a golf course, group car facilities (up to eight occupants), group child care center, manufactured homes, public or private schools, public services and utilities, and rooming houses. Multi-family units, mobile home parks, hospitals or clinics, and commercial uses are prohibited. Minimum lot size in the LDR district is 6,000 square feet, with maximum lot coverage of 50% and floor area ratio (home size) of 1.00. Minimum yard setbacks range from five to twenty feet.

Water Plant Highest and Best Use

The highest and best use of the subject property must be legally permissible, physically possible, financially feasible, as well as maximally productive, which is critical to the valuation analysis. Based on the LDR zoning by the City of Rifle, the Former Water Plant is a conditional land use, but development with single-family housing is a use by right. Assuming the buildings are razed, the subject site (93,349 SF) could be platted into as many as fifteen lots (minimum of 6,000 SF). However, eight larger lots with shared access road from Dogwood Drive is more consistent with the adjacent subdivision. Other compatible uses include a church, school, group care center, etc. The subject has favorable physical characteristics and public utilities for residential subdivision, which would be financially feasible given current demand for housing and achievable lot prices. Development at the maximum density allowed by zoning with up to fifteen small lots, or perhaps eight larger homesites, would generate the highest profit, and therefore is maximally productive. Thus, the highest and best use of the Former Water Plant is redevelopment with single-family housing (between eight and fifteen lots), or perhaps a compatible institutional or public land use.

TAX PARCEL AND AERIAL MAPS – FORMER WATER PLANT



[illegible]

ANNEXATION/SUBDIVISION PLAT - FORMER WATER PLANT

HIGHLANDS EAST SEVENTH FILING AN ANNEXATION & SUBDIVISION A PART OF THE SW 1/4, SECTION 10, T6S, R93W OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO

362566

STATE AND BENCHMARK CERTIFICATE

This plat was filed for record in the office of the State Engineer, State of Colorado, on this 13th day of July, 1987, and is duly recorded in Book 138, Page 100.

Witness my hand and seal of office at Denver, Colorado, this 13th day of July, 1987.

State Engineer



BEARING NOTICE: This plat was filed for record in the office of the State Engineer, State of Colorado, on this 13th day of July, 1987, and is duly recorded in Book 138, Page 100.

LOT AREAS	13.567 AC
CITY PARCEL	2.1432 AC
TOTAL	15.7102 AC



CERTIFICATE OF DESIGN AND CONSTRUCTION
From all men by these presents that the undersigned being the sole and lawful owner of the above described land, do hereby certify that the same is being subdivided into lots as shown on the plat hereunto attached and that said plat is a true and correct copy of the original plat on file in the office of the State Engineer, State of Colorado, at Denver, Colorado.

A tract of land lying in the Southwest 1/4 of Section 10, Township 6 North, Range 93 West, of the 6th Principal Meridian being more particularly described as follows:
Beginning at the West 1/4 corner of said Section 10; thence S 89°45'23.7\"/>

WITNESSED BY HAND AND OFFICIAL SEAL
of the City of Rifle, Colorado, this 13th day of July, 1987.

CITY OF GARFIELD
COUNTY OF GARFIELD
The foregoing plat was acknowledged before me this 13th day of July, 1987, by the undersigned as the City of Rifle, Colorado.

By Commission Expires: 5/1/88
Witnessed by Hand and Official Seal
of the City of Rifle, Colorado.

1. PARAPHRASE:
a.) This plat shows the layout of the water main and treatment facilities along the line of the HIGHLANDS EAST SEVENTH FILING.

b.) All lots shall have a ten foot utility easement along the line of the HIGHLANDS EAST SEVENTH FILING.

c.) All lots shall have a ten foot utility and drainage easement along the line of the HIGHLANDS EAST SEVENTH FILING.

d.) Any other easements are as noted on this plat drawing.

e.) This plat indicates a casual line to the curve.

f.) This plat indicates a non-casual line to the curve.

g.) This plat indicates a non-casual line to the curve.

h.) All distances shown on curved lot lines are in inches.

i.) Contiguous boundary to this portion of Highlands East Township 6 North, Range 93 West, is the western boundary of the City of Rifle, Colorado.

j.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

k.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

l.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

m.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

n.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

o.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

p.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

q.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

r.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

s.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

t.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

u.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

v.) The boundary between the City of Rifle, Colorado, and the City of Rifle, Colorado, is the 1/4 section line.

SUBJECT PHOTOGRAPHS – FORMER WATER PLANT



Former Water Plant Looking Northeast from Entrance at Dogwood Drive



Former Water Plant Looking Southeast from Northwest Corner

Analysis of Sales for Former Water Plant

The Former Water Plant site is currently improved with decommissioned facilities for municipal water treatment, which must be removed to accommodate redevelopment with single-family lots. The local market was researched for listings, contracts, and purchases of comparable properties, namely residential and/or institutional development sites within the city limits of a similar size. Limited but adequate recent sales data is available, with details for the four transactions that were considered for analysis summarized on the next page, which is accompanied by a location map. Although price per acre was the primary unit of comparison that was employed, I also considered the total amount paid for each property. My analysis of the sales and subject is discussed below, which provides an indication of underlying land value for the Former Water Plant site if vacant.

Sale One is the pending contract for a commercial site at the southwest corner of East 21st Street and Whiteriver Avenue, which is situated just east of State Highway 13 at the Rifle Bypass. This 1.44-acre property is under contract to a towing business for their owner-occupied facility at full asking price of \$199,000, or \$138,194 per acre. It has a superior location for commercial uses, as well as Light Industrial zoning that allows for a wider variety of land uses than just residential. Although the subject would command a somewhat lower price, it is relevant for analysis since it is a current indication of value for a development site within the city limits of a similar size.

Sale Two is the purchase of vacant future development land for Creekside Townhomes, which is situated west of the subject, between Whiteriver and East Avenues. The 1.92-acre site has vested approvals and infrastructure in place for thirteen townhomes (six units have already been built), which is allowed by the Medium Density Residential zoning. A contractor acquired the property in May 2019 for \$190,000, or \$98,948 per acre, which previously sold for \$99,000 during 2014, and \$83,500 in 2014. He was too busy to get started, and listed the land for re-sale last year at an asking price of \$225,000, or \$117,188 per acre (currently off market due to no acceptable offers). This property is superior to the subject in regards to development approvals and infrastructure, but otherwise comparable, and market conditions have improved since closing two years ago.

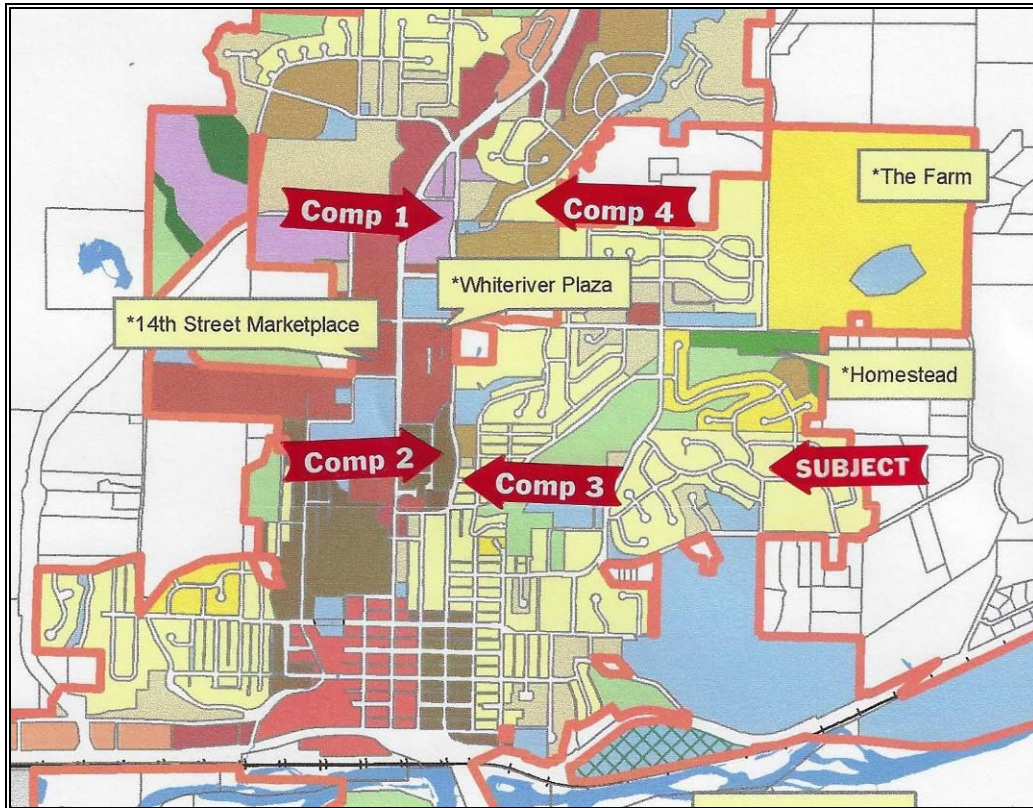
Sale Three is the underlying site for the Scalzo Ranch Subdivision that is located near Sale Two, which was originally planned for a townhome project that was never developed. This 2.87-acre vacant site was purchased by a local builder in February 2019 for \$170,000, or \$59,233 per acre. The buyer re-platted the land into seven single-family residential lots (more viable given existing sewer capacity at this location), which are listed for sale at asking prices of \$70,000 to \$100,000. It is overall comparable to the subject, although current land values have appreciated since 2019.

Sale Four is vacant land situated behind the Old Bridge Subdivision on Acacia Avenue, with access over Rifle Creek from a private vehicular bridge via easement. This 3.44-acre property was initially planned for three single-family homesites (about one acre each), but sold to a local buyer for his personal residence in December 2018 at a price of \$95,000, or \$27,616 per acre. The subject has a superior location in town as well as utility availability (water and sewer must be extended to this site), and is also smaller in size, and thus supports a much higher land value.

SUMMARY OF COMPARABLE SALES FOR FORMER WATER PLANT

#	Grantor (seller) Grantee (buyer) Legal Description	Sale Date Land Price Recording	Improvements Land Area Land Per Acre	Description and Comments
1	Leap Adventures, LLC Confidential Block G of North Rifle Addition	Contract \$199,000 Not Closed	None (vacant) 1.44 acres \$138,194 per acre	Vacant site, southwest corner of East 21 st Street and Whiteriver Avenue Zoned Light Industrial, exposure but no access from State Highway 13 Pending purchase at full asking price by towing company for new facility
2	Pursley Construction, Inc. CUC Construction, Inc. Creskide Townhomes Tract A	5/16/2019 \$190,000 #920420	Vacant (vacant) 1.92 acres \$98,958 per acre	Creskide Townhomes, situated between Whiteriver and East Avenues Approved for 13 townhomes, all infrastructure installed, zoned MDRX Buyer is builder, listed for re-sale at \$225,000 during 2020 with no offers
3	Grove at Scalzo Ranch, LLC Kuersten Properties, LLC Scalzo Ranch Subdivision (re-plat)	2/3/2019 \$170,000 #917202	None (vacant) 2.87 acres \$59,233 per acre	Scalzo Ranch Sub., situated between Whiteriver and Munro Avenues Approved for 28 townhomes in 2008, but no infrastructure, zoned LDR Buyer is builder, who platted as seven single-family lots after purchase
4	Joseph & Velma Weinreis Caleb Hostettler Block 2 of Old Bridge Subdivision	12/11/2018 \$95,000 #915125	None (vacant) 3.44 acres \$27,616 per acre	Old Bridge Subdivision, located east of Highway 13 near Acadia Avenue Access from bridge over Rifle Creek, public utilities nearby, zoned LDR Buyer will build personal home, initially planned for three one-acre lots

MAP OF COMPARABLE SALES FOR FORMER WATER PLANT



Value Conclusion for Former Water Plant

Based on the foregoing, the comparables indicate a land value for the Former Water Plant site as if vacant that would be much higher than \$27,616 per acre, slightly more than \$59,233 per acre, slightly lower than \$98,958 per acre, and somewhat less than \$138,194 per acre. They report an average price of \$81,000 per acre. I conclude to a value for the subject property in the range of \$80,000 to \$90,000 per acre, with total land value for the 2.143-acre holding calculated below:

Low Market Value = 2.143 Acres x \$80,000 Per Acre = \$171,440

High Market Value = 2.143 Acres x \$90,000 Per Acre = \$192,870

The foregoing indications of land value were rounded to a range of \$170,000 to \$195,000, which is bracketed by total purchase prices paid for the four comparable sales at \$95,000 to \$199,000. For secondary support, I also considered land value that is supported for a residential subdivision at the property, assuming eight larger lots are platted, or up to fifteen lots at the minimum size. There have been numerous purchases of similar single-family lots within the city limits during the past three years at retail prices that generally range from \$50,000 to \$100,000. For example, Scalzo Ranch had two recent closings in March 2021 at \$70,000 (Lot 1) and \$100,000 (Lot 5). Rifle Heights sold Lot 1 in March 2021 for \$75,000, with several active listings at asking prices of \$83,000 to \$90,000 each. The Promontory at Graham Mesa has sold almost all of their 32 smaller single-family lots (average size about one-tenth acre) since 2019 at \$50,000 to \$62,500. There have been five lot sales at North Pasture Subdivision (about one-fifth acre each) during 2020 and 2021 at retail prices of \$51,750 to \$87,000, but higher amounts include house plans. Based on the foregoing, single-family residential lots at the subject should achieve an average retail price of \$55,000 for fifteen smaller homesites, or \$85,000 for eight larger lots. Developers can typically only afford to pay one-fourth of the finished lot price for raw land, as the remainder is for required infrastructure and approvals, as well as holding costs, profit, and sellout expenses. This indicates a raw land value of \$13,750 each for fifteen smaller lots, or \$206,250, as well as \$21,250 each for eight larger homesites, or \$170,000, which supports the foregoing land values.

However, consideration must be given to the cost to remove existing structures at the Former Water Plant site so it is ready for redevelopment. These facilities have 17,496 of total floor area under roof, and demolition/mitigation costs usually range from \$10.00 to \$20.00 per square foot. Competitive bids from contractors would be required to determine the exact cost, which are not available at this time. Assuming they could be razed for \$10.00 per square foot, or \$175,000, this cost is basically equivalent to the underlying land value as if vacant. In other words, the city essentially would have to raze the structures in order to sell the vacant land at a price that could cover demolition costs. However, these costs could potentially be as high as \$350,000 given the construction type and potential for asbestos mitigation, which far exceeds underlying land value. If that is indeed the case, then the city may need to find an alternative use for the buildings (at least the newer facility) so they could remain, or be willing to absorb them at a loss that would not be recaptured by sale of the land. Since the buildings have no contributory value, they would be conveyed under this scenario for no additional consideration than just underlying land value.

Market Value of Former Water Plant Site

Land Value As If Vacant Ranges from \$170,000 to \$195,000

Would be Reduced by Cost to Demolish Existing Structures

North Wastewater Lagoon Description

The North Wastewater Lagoon property is located about 1.5 miles west of the I-70 interchange at State Highway 13, on the south side of U.S. Highway 6 at 1775 Centennial Parkway. It is within the southwestern city limits of Rifle, after the annexation plat was recorded on October 6, 2010. It is legally described (by metes and bounds) as an unplatted tract of land in Sections 17 and 18, of Township 6 South and Range 93 West. This irregular tract has a long and narrow shape, and comprises 25.878 acres of land area. Adjacent land uses include the new wastewater treatment facility for the city to the west, industrial sites and residential housing to the north, operating gravel pit to the east, and vacant land to the south along the Colorado River. The North Lagoon Site has limited vehicular access from the adjacent highway due to active railroad tracks along the northern boundary, with non-signalized crossing at the northeast corner. However, the parcel is currently accessed from the city treatment facility to the west, which has a signalized crossing. The terrain is generally level to rolling, with steep embankment that descends to the river below, and about one-half mile of frontage along the north bank (a natural amenity with good fishing). This parcel is mostly fenced, with three decommissioned wastewater lagoons in the east portion, which are below grade and covered with grasses. The west and southeast portions are generally undeveloped, and vegetation includes sagebrush, cottonwood trees, and willows in riparian areas. An unimproved road traverses the north edge of the property, and follows a sewer line easement, which loops around each lagoon. Three small structures for former treatment of wastewater are currently used for storage, which are in poor physical condition, and have no contributory value. While they could be demolished, the sewer main within the existing easement must remain. This subject property has no adjudicated water rights or any mineral resources with commercial value. Public wet and dry utilities are available to the site, with electric service extended to the interior. The North Lagoon property is identified by the Garfield County Assessor as Account #R210664, with current (2021) actual value of \$808,640 that is allocated as \$120,000 for land and \$688,640 for improvements. The corresponding assessed value of \$234,510 is calculated as 29% of actual. Although the property is owned by the City of Rifle, and thus exempt from taxation, estimated real estate taxes if it was in private ownership are \$17,153 (based on 2020 mill levy of 73.144). However, it is important to note that the assessed value for improvements is vastly overstated.

North Lagoon Site Zoning and Land Use

This subject property was rezoned to Public Zone (PZ) by the City of Rifle at time of annexation, which applies to lands owned, leased, or used by the city, or by other public or nonprofit entities, for recreation, cultural, educational, civic, and other public purposes that serve local community. Permitted uses by right are libraries, museums, post offices, public transit stop, parking areas, terminal buildings, parks and playgrounds, community centers, skating rinks, and public offices. Conditional uses that require approval include fairgrounds, golf courses, public utilities, fire station, community recreation, swimming pool, cemetery, senior center, schools, and other uses. Minimum lot size in the PZ district is 10,000 square feet for non-residential use (or 6,000 SF per unit for residential), with a maximum building height of 35 feet. Minimum setbacks are fifteen feet for front yard from a local street (but fifty feet from state highway), ten feet for side yards, and fifteen for rear yard. There is no maximum lot coverage, but adequate parking is required. According to the City of Rifle Planning Department, the subject site was rezoned to PZ at time of annexation because of wastewater treatment facilities, which was subsequently decommissioned. Since this district only allows uses for a public purpose or non-profit entity, the land is severely restricted if in private ownership. A more appropriate designation is Developing Resource (DR), which applies to annexed land that is not suitable for urban development due to a lack of utilities, services, or other needs. Permissible land uses include those existing at the time of annexation, one single-family dwelling per lot or parcel, as well as agriculture (raising of crops or orchards).

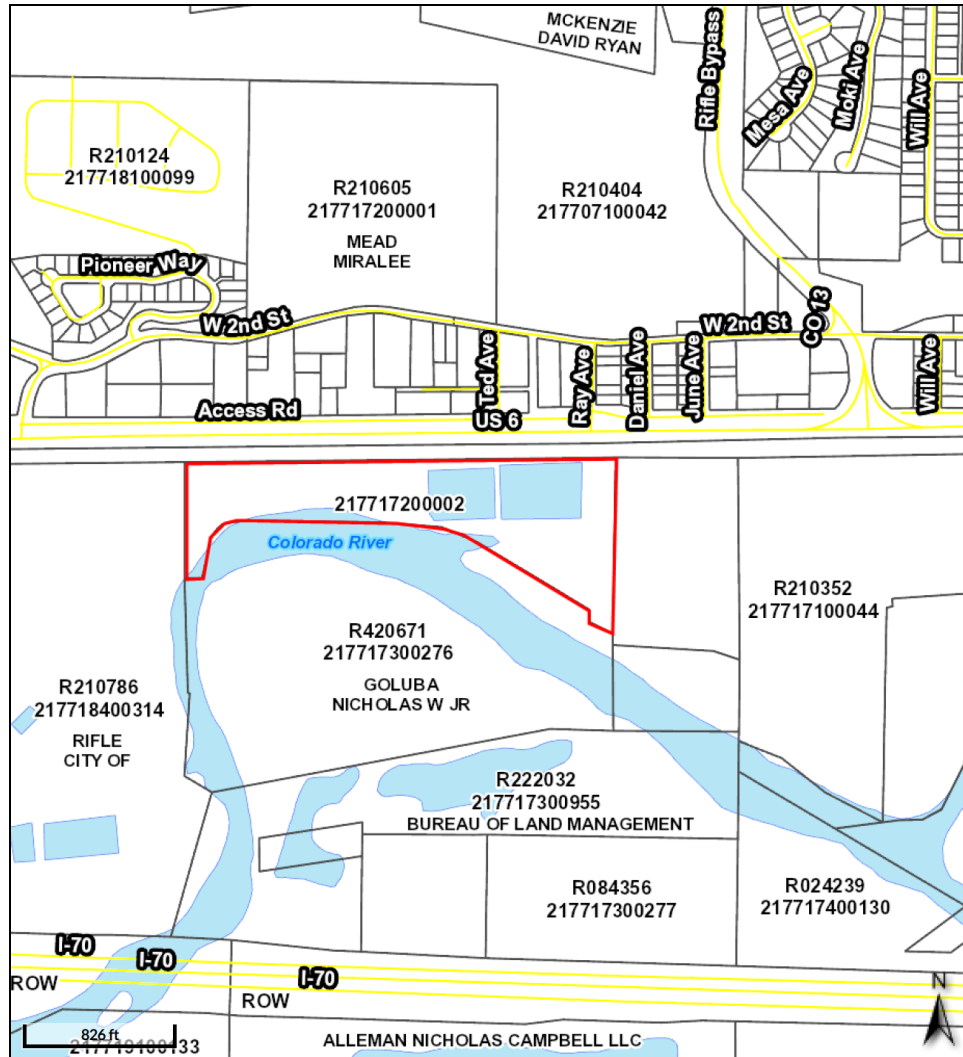
South Wastewater Lagoon Description

The South Wastewater Lagoon property is located 1.5 miles southwest of the I-70 interchange at State Highway 13, along the south side of I-70, and northwest of Rifle Village South subdivision. It is situated within the southwestern city limits of Rifle, after the annexation plat was recorded on October 11, 2013. It is legally described (by metes and bounds) as an unplatted tract of land in Sections 18 and 19, of Township 6 South and Range 93 West. The parcel has an irregular shape, and comprises 18.368 acres of land area. Adjacent land uses include the new wastewater treatment facility for the city to the north (across I-70), Colorado River and strip of public BLM land to the west, and private property for the Lake Toueye Water Ski Club to the south and east. The South Lagoon site has indirect vehicular access from County Road 321 via public streets in the nearby subdivision, which connect with private driveway to the water ski lake. Legal access to the parcel is via recorded easement (sixty feet) along gravel driveway to the southeast portion. The terrain is level to rolling, and vegetation includes grasses, sagebrush, cottonwood trees, and willows in riparian areas. The Colorado River traverses the western half of the property, which extends to the far bank with about one-fifth mile of frontage (natural amenity with good fishing). The eastern half is fenced, with four decommissioned wastewater lagoons that are partially filled, as well as pumping or lift station at the southeast corner, and solar-powered monitoring shed further to the west. A sewer main enters the northeast corner, loops around the lagoons, connects with the lift station, and exits the north central boundary as it leads to the new treatment facility. Both existing structures, as well as the sewer lines, are required to remain intact for operations, which restricts any future development at this parcel (i.e. no permanent structures allowed). This subject property has no adjudicated water rights or any mineral resources with commercial value. Public wet and dry utilities are available to the site, including overhead electric distribution lines. The South Lagoon property is identified by the Garfield County Assessor as Account #R420654, with a current (2021) actual value of \$77,000 for vacant land (since existing improvements are not assessed). The corresponding assessed value of \$22,330 is calculated as 29% of actual value. Although the property is owned by the City of Rifle, and thus exempt from taxation, estimated real estate taxes if it was in private ownership are \$1,615.64 (based on 2020 mill levy of 72.353).

Lagoon Sites Highest and Best Use

Based on current PZ zoning by the City of Rifle, both lagoon sites are restricted to land uses for a public purpose or non-profit venture, which severely limits their development potential if sold. As previously discussed, each subject parcel could easily be rezoned to Developing Resource by the city to allow for certain permitted uses if in private ownership. The North Lagoon property has restricted access from the adjacent highway via non-signalized railroad crossing for “limited” use, versus a “commercial” crossing that could accommodate much more intensive development. The South Lagoon site has indirect access from public streets in a nearby subdivision via private driveway that traverses intervening land by an easement. Municipal water and sewer service, as well as public dry utilities, are available to both sites. However, the presence of sewer easements and former lagoons that have not been filled, as well as riparian and floodplain along the river, results in significant portions of each site that could not be improved with permanent structures. Thus, the most logical scenario given limited access and physical constraints is for each parcel to be used as one single-family residential homesite, which would be enhanced by river amenity. Adequate demand exists from private buyers for this property type, which would generate the highest price for the land. The sites could also be used for passive recreation, such as a park with trails and perhaps camping, which would most logically be developed and managed by the city. However, an RV park or other commercial operation would not be allowed with existing access. Thus, the highest and best use of the North and South Wastewater Lagoon sites is one residential homesite on the entire parcel, with complementary recreation as allowed by physical constraints.

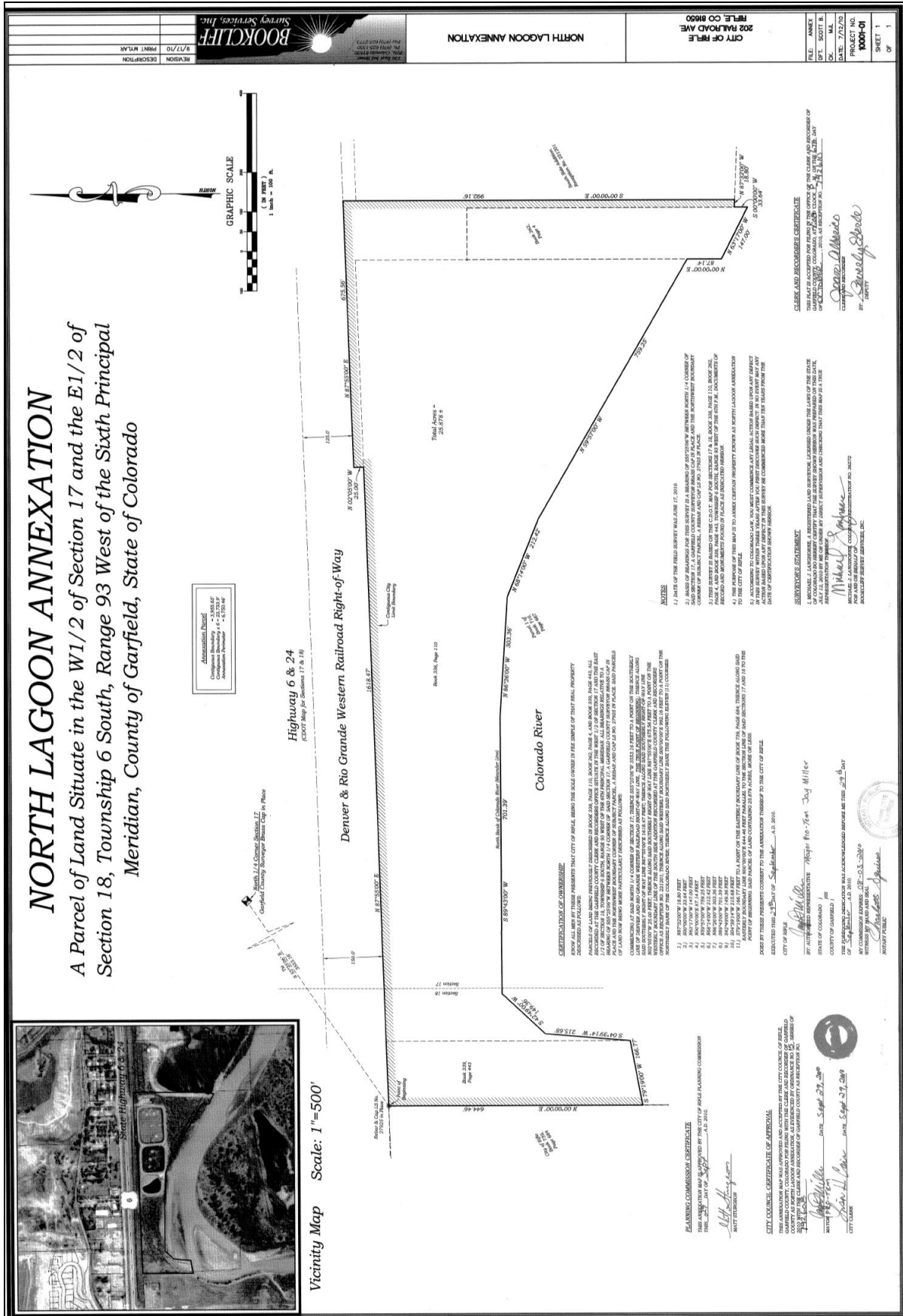
TAX PARCEL AND AERIAL MAPS – NORTH LAGOON SITE



WET UTILITIES AND ZONING MAPS – NORTH LAGOON SITE



ANNEXATION PLAT – NORTH LAGOON SITE



SUBJECT PHOTOGRAPHS – NORTH LAGOON SITE

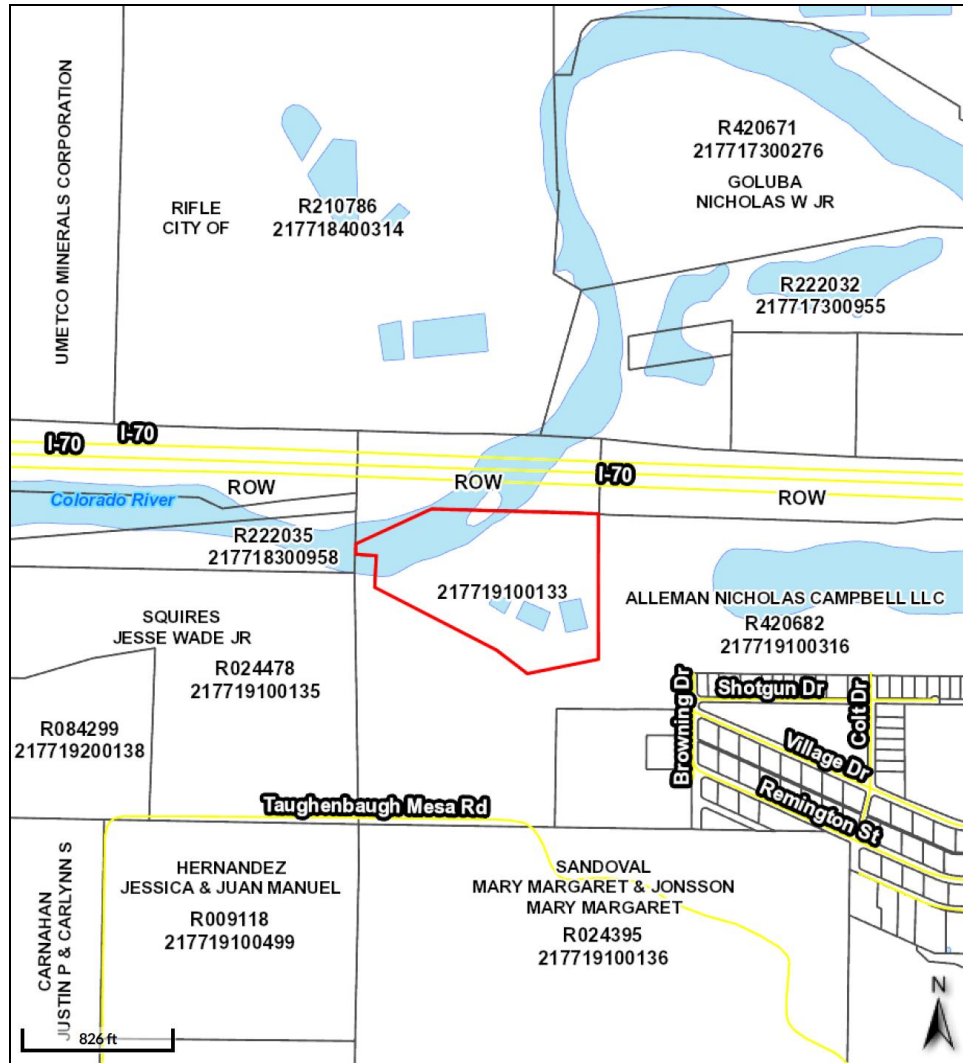


North Lagoon Site Looking West from Eastern Boundary (lagoon in foreground)

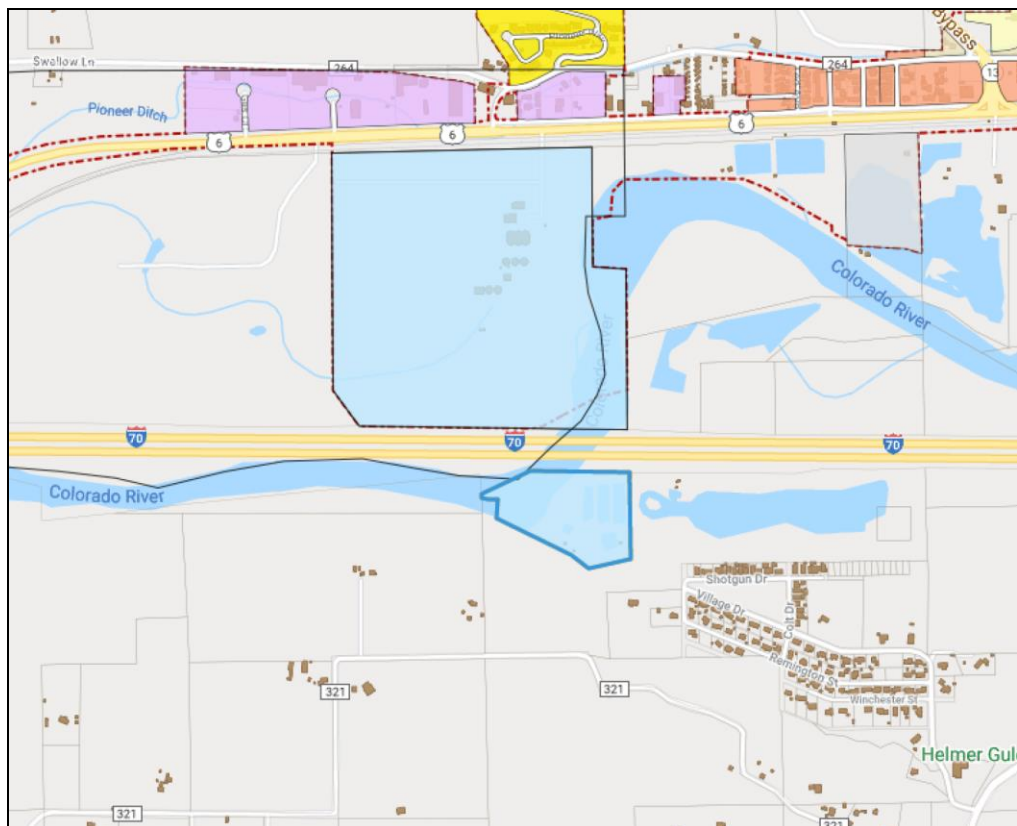
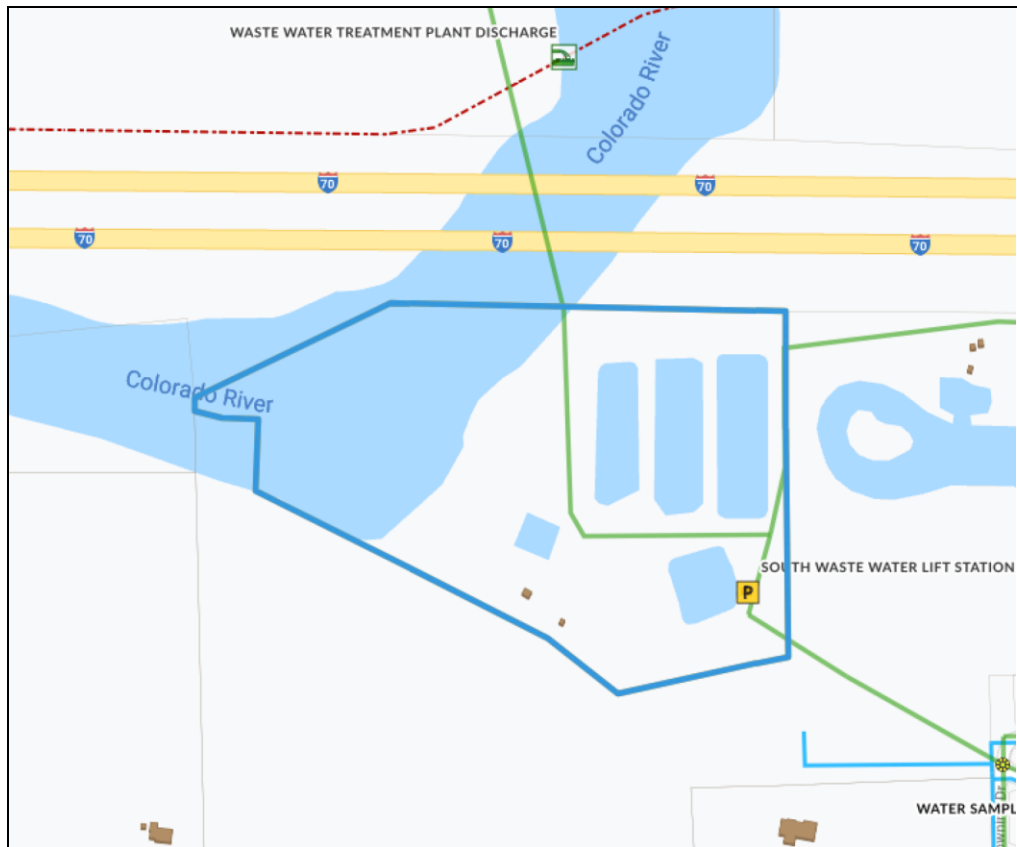


Colorado River at Southern Boundary of North Lagoon Site Looking Southeast

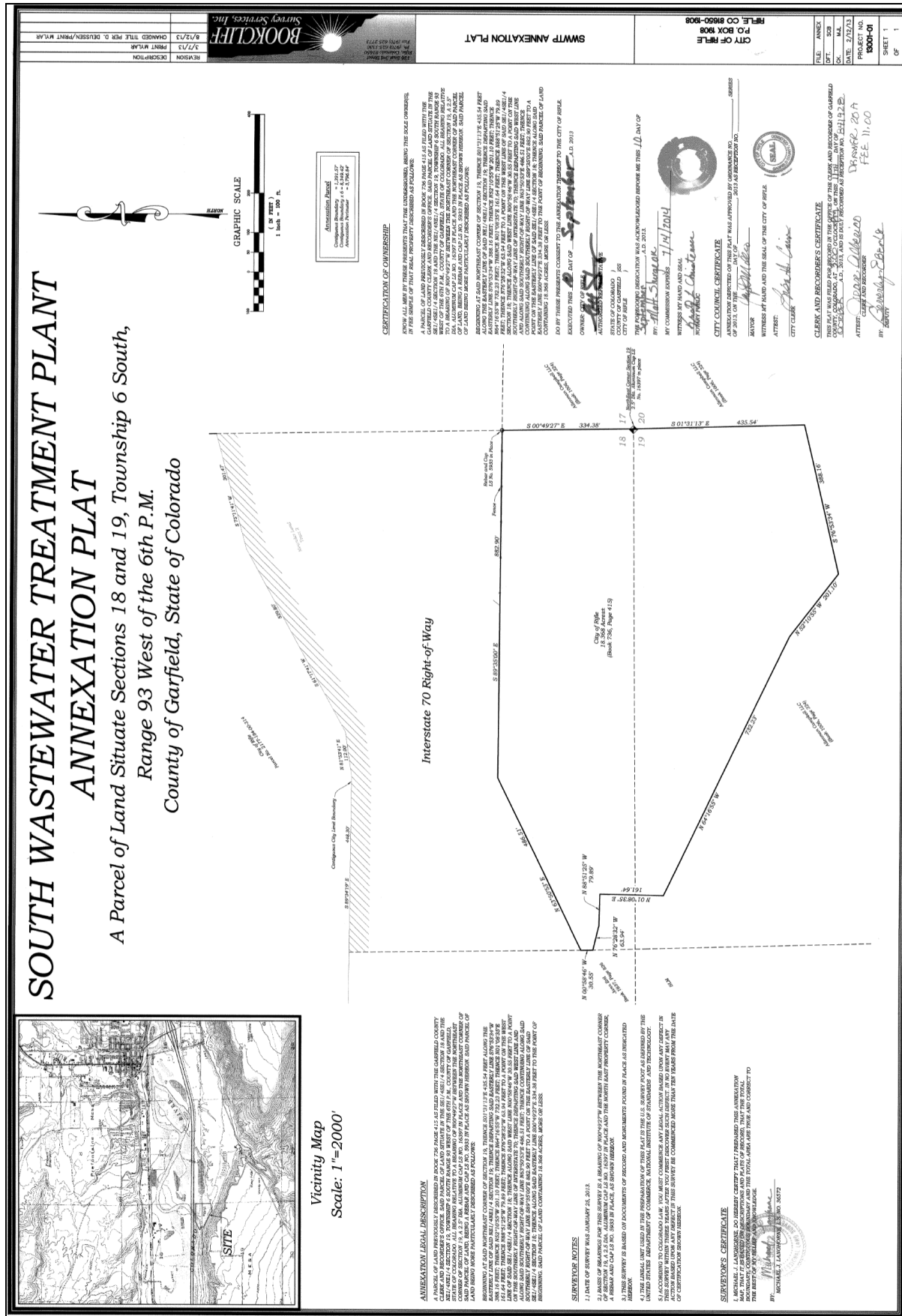
TAX PARCEL AND AERIAL MAPS – SOUTH LAGOON SITE



WET UTILITIES AND ZONING MAPS – SOUTH LAGOON SITE



ANNEXATION PLAT – SOUTH LAGOON SITE



SUBJECT PHOTOGRAPHS – SOUTH LAGOON SITE



Eastern Portion of South Lagoon Site Looking East (towards pumping station)



Western Portion of South Lagoon Site Looking West (towards Colorado River)

Analysis of Sales for Lagoon Sites

The same comparable sales were analyzed to appraise the North and South Wastewater Lagoon sites. The local market was researched for listings, contracts, and purchases of comparable rural properties along the I-70 corridor in East Garfield County, with frontage on the Colorado River. Details for the six transactions that were considered are summarized on the following page, and accompanied by a location map. They report a wide price for land only of \$4,448 to \$32,849 per acre, as the contributory value of any existing improvements was deducted from total sale price. Although price per acre was the primary unit of comparison that was employed, I also considered the total amount paid for each property. My analysis of the sales and subject is discussed below.

Sale One is the listing of a 129.81-acre property located about one-half mile southwest of the city limits of Rifle, on the south side of I-70 with year-round access from a county road. It has one-half mile of frontage on the Colorado River, and was under contract last year at full asking price of \$1,000,000, or \$7,704 per acre. The listing broker also expects to soon receive a similar offer. Although it also has river frontage, this property is somewhat inferior to the subjects in regards to more remote location from town, as well as much smaller parcel size. It is otherwise similar, and this comparable support a somewhat higher value for the subject sites than \$7,704 per acre.

Sale Two is the active listing of 112.02 acres at the southern town limits of Silt at an asking price of \$2,780,000, or \$24,817 per acre. County Road 311 at the east boundary provides year-round ingress/egress, and the holding is otherwise an island mostly surrounded by the Colorado River. A discount from list price is reasonable for negotiations, and this property has a slightly superior location south of I-70 at Silt, with unrestricted access from a county road as well as water rights. However, it is much larger in size, and supports a somewhat lower value than \$24,817 per acre.

Sale Three is the pending contract for an island in the Colorado River at Rifle, which is situated upstream of the subject, with no vehicular access (bridge required at estimated cost of \$500,000). This 89.92-acre was listed at an asking price of \$790,000, and will be acquired by City of Rifle at a below market price of \$400,000, or \$4,448 per acre (closing to occur July or August 2021). This property is substantially inferior to the subject due to lack of vehicular access from any road (a discount of 50%), plus it is also larger in size. However, it is comparable in other regards, and indicates a land value for each wastewater lagoon sites that is much higher than \$4,448 per acre.

Sale Four is Delaney Ranch, an improved property of 104.80 acres situated along I-70 near the Town of New Castle. It recently sold during February 2021 for a land only price of \$1,590,000, or \$15,172 per acre, after \$300,000 is deducted for existing improvements. This comparable has a superior location at New Castle, and features water rights for irrigation, but is larger in size. This transaction supports a land value for the subjects that is overall similar to \$15,172 per acre.

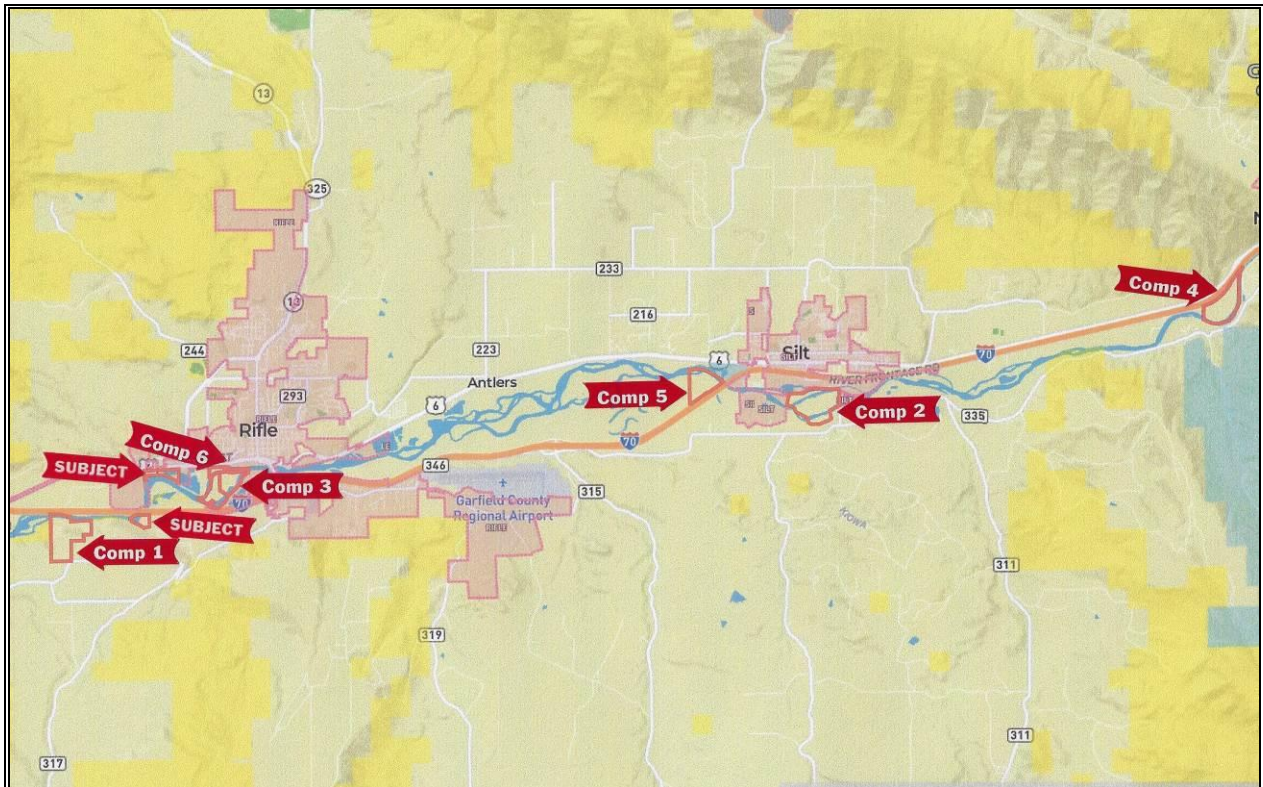
Sale Five is Hang's River Ranch, a 72.84-acre holding on the Colorado River that is adjacent to the west of the Town of Silt. It was acquired in March 2020 for gravel mining at \$2,400,000, or \$32,949 per acre, which is heavily influenced by significant reserves for proposed gravel mining (perhaps half of purchase price). It also has a slightly better location than Rifle, and direct access from a frontage road. A much lower value than \$32,949 per acre is reasonable for the subjects.

Sale Six is two contiguous tracts that adjoin Sale Three to the north, also within Garfield County. A local contractor acquired this 17.28-acre holding from one of the owners of Paradise Island in two transactions for consideration of \$500,000, or \$28,939 per acre. The western 10.05 acres was purchased in January 2014 for \$400,000, which includes an old home that was demolished. They also made a deal to acquire the eastern 7.29 acres for \$100,000 via Quit Claim Deed, which is mostly in the river bed or floodplain. The buyer states he paid way too much for the property since he was motivated to relocate his business on short notice. It features one-half mile of river frontage, "limited" use railroad crossing, water rights, and Rural zoning by Garfield County. Both subject sites would command a somewhat lower price under normal conditions of sale.

SUMMARY OF COMPARABLE SALES FOR LAGOON SITES

#	Grantor (seller)	Sale Date	Improvements	Description and Comments
	Grantee (buyer)	Land Price	Deeded Land	
	General Location	Recording	Land Per Acre	
1	Jann Ertl Available Just southwest of Rifle	Listing \$1,000,000 Not Closed	None (vacant land) 129.81 acres \$7,704 per acre	Ertl River Property, south side of I-70, year-round access from CR 321 Colorado River (0.50 mile), no water rights, grazing land, BLM to east Under contract Fall 2020 at full list price, did not close, offer pending
2	Asphalt Paving Company Available Adjacent to south of Silt	Listing \$2,780,000 Not Closed	None (with value) 112.02 acres \$24,817 per acre	River Island Property, south of I-70, year-round access from CR 311 Colorado River (two miles), water rights, some irrigated meadows/pasture Older buildings have zero contributory value, no valuable gravel reserves
3	Paradise Island, LLC and Bickel City of Rifle, Colorado Adjacent to south of Rifle	Contract \$400,000 Not Closed	None (with value) 89.92 acres \$4,448 per acre	Island by CDOT rest area, between I-70 and US 6, no vehicular access Colorado River (one mile) on all sides, no water rights, two tax parcels Pending purchase for public open space, needs bridge for two homesites
4	Patricia Winston & Brant Logan Quantovations, LLC Southwest of New Castle	2/26/2021 \$1,590,000 #951302	Valued at \$300,000 104.80 acres \$15,172 per acre	Delaney Ranch, south side of I-70, year-round access from Frontage Road Colorado River (one mile), water rights, mostly irrigated meadows/pasture Arms-length sale at \$1,890,000, less \$300,000 for two older homes/barn
5	Gypsum Ranch Co. LLC North Hangs Ranch, LLC Adjacent to west of Silt	3/4/2020 \$2,400,000 #932600	None (vacant land) 72.84 acres \$32,949 per acre	Hang's River Ranch, north side of I-70, year-round access from CR 346 Colorado River (0.50 mile), water rights, gravel reserves (3.0 million tons) Purchased by current operator at market value, no permits for extraction
6	Stefan Niedzwiedz Charles and Lora Caron Adjacent to south of Rifle	1/23/2014 \$400,000 #845643	None (with value) 17.28 acres \$28,939 per acre	North of Paradise Island, access to Hwy. 6 with limited railroad crossing Colorado River (0.50 mile), water rights, about half of the land is useable Paid \$400,000 for western 10.05 acres and \$100,000 for eastern 7.23 acres

MAP OF COMPARABLE SALES FOR LAGOON SITES



Value Conclusion for Lagoon Sites

Based on the foregoing adjustments, the comparables indicate a market value for each subject site that is much more than \$4,448 per acre, somewhat higher than \$7,704 per acre, similar to \$15,172 per acre, somewhat less than \$24,817 as well as \$28,939 per acre, and much lower than \$32,949 per acre. These six transactions report an average land only price of \$19,005 per acre. In my opinion, the market supports a value for each wastewater site in the range of \$12,000 to \$18,000 per acre, with a range of total value for each appraised parcel calculated as follows:

Market Value of North Wastewater Lagoon Treatment Site

Low Value = 25.878 Acres x \$12,000 Per Acre = \$310,536

High Value = 25.878 Acres x \$18,000 Per Acre = \$465,804

Market Value of South Wastewater Lagoon Treatment Site

Low Value = 18.368 Acres x \$12,000 Per Acre = \$220,416

High Value = 18.368 Acres x \$18,000 Per Acre = \$330,624

The foregoing indications of market value were rounded to a range of \$310,000 to \$465,000 for the North Lagoon Site, as well as \$220,000 to \$330,000 for the South Lagoon Site. These values are supported by total prices paid for the comparables at \$400,000 to \$2,780,000, as they would command values at the lower end of the spectrum due to smaller size and physical constraints. Although the holding acquired by Caron is most similar to the subject properties, this transaction reflects a motivated buyer at a price that is above market value (and not formally listed for sale).

Market Value of North Lagoon Site

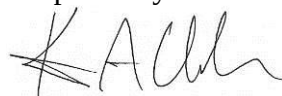
Ranges from \$310,000 to \$465,000

Market Value of South Lagoon Site

Ranges from \$220,000 to \$330,000

I trust this valuation analysis in Restricted Appraisal Report format provides valuable insight and fulfills the terms of our engagement, but feel free to contact me with any questions or comments.

Respectfully submitted,



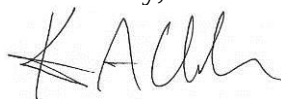
Kevin A. Chandler, MAI

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant real property appraisal assistance to the person signing this certification.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I have completed the continuing education program of the Appraisal Institute.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Certified by,



Kevin A. Chandler, MAI
Certified General Appraiser
State of Colorado, #CG40022860

ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal report is made subject to the following assumptions and limiting conditions:

1. The opinion of market value is not subject to any hypothetical conditions or extraordinary assumptions, which would be instructed by the client and may affect the assignment results.
2. The appraiser assumes no responsibility for legal matters affecting title to the property, which is assumed to be good and marketable, held by the owner of record, and only subject to permitted exceptions from a title insurance commitment that was provided by the client.
3. The legal descriptions and land areas utilized by the appraiser are assumed to be accurate, and are based on any surveys provided or county assessor records. The appraiser has made no boundary survey of the property, and is not responsible for questions in this regard.
4. Any non-severable water and/or mineral rights are assumed to run with the land, and their contributory value was not separately allocated, but is included in the market value opinion.
5. Opinions, estimates and other data furnished by third parties are assumed to be correct, and the appraiser professes no legal expertise about vehicular access to the subject property.
6. The maps and sketches included in this report are to assist the reader with visualizing the property, and no responsibility is assumed for their accuracy. Mapping information was obtained from the intended users, local governmental entities, and other reliable sources.
7. During the inspection of the appraised property, the appraiser noted no indications of hazardous material or wastes, pollutants, leaking underground storage tanks, and/or other toxic or hazardous conditions. The detection of hazardous materials is not part of the scope of this appraisal, and the appraiser is not qualified to detect such substances or conditions. The presence of hazardous substances, as well as other potentially hazardous materials, may negatively affect the market value of the subject property. The value opinion contained in this report is predicated on the assumption that there are no such materials, substances, or conditions on the property, or in proximity thereto, that would cause a loss in market value.
8. Unless otherwise noted, this appraisal assignment is for the real estate only, and excludes any items of moveable personal property (such as furnishings and equipment).
9. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person or party, other than the intended use and intended users that it was prepared for, without the written consent of the appraiser.
10. The appraiser reserves the right to alter statements, analysis, conclusions, or any value opinion in the appraisal if there become known to the undersigned any facts pertinent to the appraisal process that were unknown at the time of inspection and report preparation.
11. The appraiser is not required to give further consultation, testimony, or be in attendance at court proceedings with reference to my analysis of the subject property. No liability for legal matters or right to court testimony is included in the scope of this assignment.

DEFINITIONS

Source: *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, Appraisal Institute*

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and each acting in what they consider their own best interest;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Subdivision Development Method

A method of estimating land value when subdividing and developing a parcel of land is the highest and best use of that land. When all direct and indirect costs and entrepreneurial incentive are deducted from an estimate of the anticipated gross sales price of the finished lots (or the completed improvements on those lots), the resultant net sale proceeds are then discounted to present value at a market-derived rate over the development and absorption period to indicate the value of the land.

Exposure Time

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis (USPAP 2016-2017 edition)

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis (USPAP 2016-2017 edition).

QUALIFICATIONS OF KEVIN A. CHANDLER, MAI

Education

Master of Arts, Real Estate and Urban Analysis, University of Florida
Bachelor of Science, Business Administration (Finance), University of Florida

Affiliations

Member, Appraisal Institute (MAI)
Certified General Appraiser, State of Colorado

Experience

Chandler Consulting, Western Colorado (2001 to Present)
Commercial and Rural Real Estate Appraisal and Consulting
Concorde Investments, Inc., Tampa, Florida (1998 to 2000)
Commercial Real Estate Development and Other Investments
Wellington Realty Advisors, Inc., Tampa, Florida (1995 to 1998)
Brokerage and Site Selection for Boston Market and Einstein Bagels
Arthur Andersen, LLP, Atlanta, Georgia (1993 and 1994)
Commercial Real Estate Appraisal and Business Valuation
Real Estate Marketing Consultants, Tampa, Florida (1991 and 1992)
Commercial Real Estate Appraisal and Consulting

Seminars

The Valuation of Water Rights in Colorado
Appraising Agricultural Land in Transition
Uniform Appraisal Standards for Federal Land Acquisitions
Condemnation and Litigation Appraising, Advanced Topics

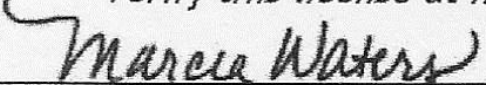
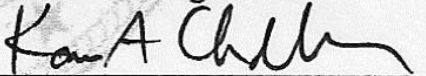
Assignment Types

Mountain Ranches and Resorts
Conservation Easements
Federal Land Exchanges
Special Use Authorizations
Commercial Properties
Going Concern and Special-Use
Subdivision Analysis
Market and Feasibility Studies

Representative Clients

Various Individuals and Entities
Various Qualified Land Trusts
Appraisal & Valuation Services Office (DOI)
U.S. Forest Service (USDA)
Various Commercial Lenders
The Conservation Fund
Colorado Division of Parks and Wildlife
Routt and Eagle Counties (expert witness)

STATE CERTIFIED GENERAL APPRAISER LICENSE

Colorado Department of Regulatory Agencies Division of Real Estate Kevin Andrew Chandler Certified General Appraiser	
CG40022860	12/26/2020
License Number	Issue Date
Active	12/31/2022
License Status	Expiration
Verify this license at http://dora.colorado.gov/dre	
	
Director: Marcia Waters	Licensee Signature

The Most Trusted Rural Property Professionals	
ASFMRA	
CERTIFICATE OF ATTENDANCE	
Kevin A. Chandler	
Chandler Consulting Chandler Consulting 759 Continental Ct Grand Junction, CO 81506-1871	
SSN : _____	STATE LICENSE NO. : _____
has attended	
Uniform Appraisal Standards for Federal Land Acquisitions	
Denver, CO	
06/21/2017 – 06/23/2017	
Student attended all instructional presentations	
Course Hours: 21 This course is approved by the Colorado Appraisal Board and the AQB	 Brian Stockman Executive Vice President 6/28/2017
The American Society of Farm Managers and Rural Appraisers, Inc. 720 S. Colorado Blvd., Suite 360-S, Glendale, Colorado 80246 ♦ (303) 758-3513	

Lagoon Properties



Property Information

Property ID 217717400174
 Location
 Owner RIFLE, CITY OF



**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

The City of Rifle Colorado makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 2/1/2018
 Data updated 2/1/2018

Print map scale is approximate.
 Critical layout or measurement
 activities should not be done using
 this resource.

Map Theme Legends

Water System

-  Hydrant
-  Valve
-  Pressure Reducing Valve
-  Zone Isolation Valve
-  Bulk Water
-  Reducer
-  Pump Station
-  Raw Water Intake
-  Water Sampling Site
-  Water Storage Tank
-  Water Treatment Plant
-  Distribution Waterline
-  Raw Waterline

City of Rifle

Sewer System

-  Waste Water Discharge
-  Waste Water Lift Station
-  Waste Water Treatment Plant
-  Manhole
-  Sewerline

City of Rifle

South Lagoon

**Property Information**

Property ID 217719100133
Location
Owner RIFLE, CITY OF

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

The City of Rifle Colorado makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 2/1/2018
Data updated 2/1/2018

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

Map Theme Legends

Water System

-  Hydrant
-  Valve
-  Pressure Reducing Valve
-  Zone Isolation Valve
-  Bulk Water
-  Reducer
-  Pump Station
-  Raw Water Intake
-  Water Sampling Site
-  Water Storage Tank
-  Water Treatment Plant
-  Distribution Waterline
-  Raw Waterline

City of Rifle

Sewer System

-  Waste Water Discharge
-  Waste Water Lift Station
-  Waste Water Treatment Plant
-  Manhole
-  Sewerline

City of Rifle



Agenda Item #b.

Agenda Item Name:

Consider Updates to Development Impact Fees

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider Updates to Development Impact Fees

Recommended Action:

Give direction to Staff to update identified impact fee system changes.

Fiscal Impact:

Impact Fee increases or decreases will affect water, wastewater, street, and park funds.

Operational Impact:

None

Prior Board Motions:

The Fee Waiver Program has been extended through the end of the year or until Council takes action on the fee updates.

Background Information:

Council has requested that staff review development impact fees and make recommendations for updates to the system.

Executive Summary:

The recommendations for an updated fee system are based on balancing the following objectives:

- Incentivizing infill development
- Ensuring development contributes towards the impacts of growth on infrastructure
- Maintaining competitiveness in the regional development market
- Ensuring feasibility of housing construction

These items need to be considered and balanced against each other in Council's decision. Overall Staff has recommended that the impact fees generally remain consistent with current fees (prior to the fee waiver being issued). Staff is recommending a decreased fee structure for properties located within the Infill Area as well as lowering the annual increase of certain impact fees.

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Development Fee Update
2. Staff Memo - Street Impact Fees
3. Staff Memo - Water and Wastewater



MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, AICP, Planning Director
Date: July 21, 2021
Subject: Updates to the Development Impact Fee System

BACKGROUND

Staff has worked on updates to the impact fee system based on a number of studies that were completed by City of Rifle Staff as well as the Water and Wastewater Rate Study. Currently, Offsite Street Impact Fees and Parkland Dedication fees are not being charged for Residential Development. This Memo outlines Staff recommendations and Council decision points on the impact fees.

EXECUTIVE SUMMARY

The recommendations for an updated fee system are based on balancing the following objectives:

- Incentivizing infill development
- Ensuring development contributes towards the impacts of growth on infrastructure
- Maintaining competitiveness in the regional development market
- Ensuring feasibility of housing construction

These items need to be considered and balanced against each other in Council's decision. Overall Staff has recommended that the impact fees generally remain consistent with current fees (prior to the fee waiver being issued). Staff is recommending a decreased fee structure for properties located within the Infill Area as well as lowering the annual increase of certain impact fees.

COUNCIL DECISIONS

Water and Wastewater Fees

Based on the utility rate study, the consultant's recommended a maximum supportable impact fee of \$7281 per EQR for Water and \$5657 per EQR for Wastewater. Currently the City charges \$5743.27 per EQR for Water and \$6382.37 per EQR for Wastewater. The rate study analyzed the water and wastewater infrastructure that will be needed as the City continues to grow. While

impact fees are limited to capital projects, rates can cover operations, maintenance and capital projects.

As addressed in a previous Memo from the City's Civil Engineer, all Tier 1 growth can be accomplished without major water or wastewater infrastructure projects being required. Tier 1 growth areas include locations that largely already have utilities in place and it is prudent to increase growth in those areas to increase our EQR per line number.

At a maximum Staff recommends that the City charge \$5,743.27 for water and \$5,657 for Wastewater. This will not increase the overall number for the Water impact fee that has been charged since 2010 and will decrease the Wastewater impact fee to ensure that it falls under the maximum supportable study completed by the utility rate study consultants.

City of Rifle Impact Fees			
	Current	Identified Maximum	Documentation
Water	\$5,743.27 per EQR	\$7,281 per EQR	Utility Rate Study
Wastewater	\$6,382.37 per EQR	\$5,657 per EQR	Utility Rate Study

Off-Site Street Impact Fees

The Civil Engineer for the City completed an analysis that prioritized major and more location specific improvements that are required as the City of Rifle grows. Currently the City charges \$7,094 per single family unit and \$4,354.82 per multi-family unit. Per the Study completed by the City of Rifle Civil Engineer, the Council has three options to change the single-family impact fee.

\$8456.00 – This fee would address all growth related development projects identified in the City including W 5th Street PIII, Whiteriver Roundabout, North I-70 Roundabout, 16th St and Railroad Intersection, 9th Street and Whiteriver Intersection, ADA Transition Implementation, ParknRide Construction, Downtown Stormwater master plan Construction, Highway 13 Sidewalk, 30th Street Light/Overpass, Coalmine and Willow Ranch Connection, Last Chance Extension, Airport Road Sidewalk, West Second Street Sidewalk, 9th Street Connection at Bypass, Graham Mesa Avenue, 16th Street Pavement, Farmstead Parkway Pavement.

\$3859.21 – Fees at this level would allow for the development of roundabouts and pedestrian connectivity improvements (including ADA upgrades and pedestrian connectivity at Airport Road, West Second Street, and North Rifle), both of which are needed in the near future.

\$2,073.24 – This is the minimum fee identified by the Civil Engineer’s analysis. It addresses the need for roundabouts.

Street maintenance and rehabilitation is funded through sales tax revenue and not impact fees. The impact fees are available when the City is looking at funding capital projects in addition to capital funding from the General Fund.

Parkland Dedication Fees

The parkland dedication fees were adopted by Council in the early 2000’s. For larger projects, the R.M.C prefers that major developers dedicate land for a future park and/or open space. However, the code does have a cash in-lieu provision that allows for smaller projects to contribute cash instead of land dedication. Currently the City charges \$2347.00 per multi-family unit and \$3450.74 per single family unit.

An adjustment to these fees would require a Text Amendment, since the section is located in Chapter 16 of the Rifle Municipal Code. Additionally, this is the only impact fee that does not have a recent study to support an update. Parkland dedication fees are an important tool to require major future developments to dedicate parkland to the City. Staff recommends that these fees do not change.

Annual Fee Escalator

The current annual fee escalator for the Off-Site Street Impact fees and Wastewater fees is set at 5% by the Rifle Municipal Code. Staff recommends that this number be decreased to 3%. The 5% increase makes the fees more expensive over time, whereas a 3% increase is tied closer to inflation historically. There has also been discussion of tying the increase to a Building Index; however this has the potential for significant variance from year to year. For ease of administration and to provide more surety to developers, Staff recommends the 3% increase.

Infill Areas Discount

As previously directed to Staff, there is also the possibility to prioritize development in Infill Areas. The Comprehensive Plan identifies a recommended “Infill Area” that generally contains the valley between Prefontaine Mesa and Graham Mesa, and between the Colorado River and Highway 13. This is the historic core of Rifle where infrastructure is in place including streets, parks, and utilities.

Development in these areas utilizes the City's core infrastructure while development in the rest of the City utilizes core infrastructure in addition to neighborhood-specific infrastructure or capacity increases. This idea can be applied to each impact fee to justify lower impact fees for Infill Areas.

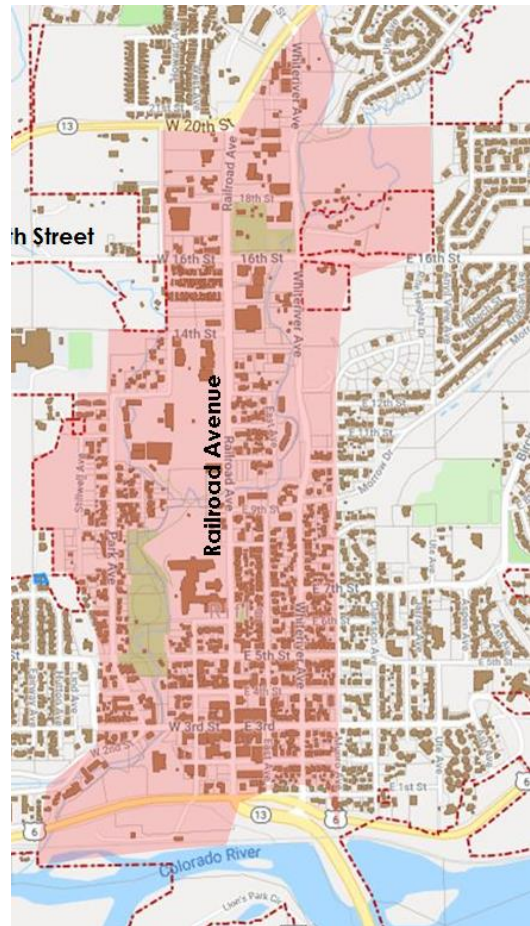
Staff recommends a 20% decrease for Impact Fees in this area. This decrease would make a significant difference in overall impact fees due, but would still ensure that these areas contribute to overall growth costs.

Feedback was received from a developer that the Infill Area should be expanded to the east to Birch Avenue. This would make additional parcels eligible for the infill waiver. Staff is not supportive of this request because these parcels will generally require more street improvements and will not be able to take advantage of the existing core infrastructure as effectively as the proposed map.

Smaller Homes EQR

Previously Staff had recommended that the EQR Table is amended to account for small patio-homes. The current code assesses all single-family homes at a rate of 1 EQR, while townhomes or apartments have lower EQRs between 0.6 and 1.0 based on lower water usage, due to both fewer inhabitants and a smaller landscape area. Staff reviewed the water usage records from thirty (30) smaller homes in Rifle, mostly in the older section of town. The average home in the study was 945 square feet on a 6,250 square foot lot. After determining the average water usage of these homes, Staff found that its water usage is equivalent to 0.6 EQRs.

The Utilities Department reviewed this request and indicated that while the smaller residences do use less water, the price of installation (for tap saddles, meters, and meter pits) does not change based on the house and lot size. They do not support the request for decreased EQR's and indicated that the decreased water usage would benefit the residences in the long-term with decreased rates.



COMPARISON TO OTHER MUNICIPALITIES

Development Fees for a Single-Family Home in Rifle and Neighboring Municipalities							
	Total	Water	Sewer	School	Parks	EMS	Streets
Rifle	\$22,669	\$5,743	\$6,382		\$3,450		\$7,094
Glenwood	\$20,408	\$5,240	\$5,632	\$2,471	\$5,775	\$1,290	
Gypsum	\$13,000	6,000	7,000	**	**	**	
Silt	\$17,897	\$6,500	\$6,500		\$895.44		\$500
New Castle	\$14,095	\$6,000	\$6,000		\$500		\$1,595
Eagle	\$26,909	\$12,243	\$10,000			\$3,650	\$1,016
Carbondale*	\$11,210	\$6,060	\$4,420	**	**	\$730	
Grand Junction***	\$15,600-\$19,564	\$5,067	\$5,180		\$1,260	\$1,015	\$3,078-\$7,042****
*Based off previous fee study **Fee charged at Final Plat *** Based on future changes ****Depends on square footage of residence							

As shown in the table above, most of the City of Rifle's fees are generally in line with neighboring jurisdictions. However, the Street impact fees are higher than most other municipalities.

Council asked Staff to research the amount of fees that were charged at Building Permit vs. Subdivision in other jurisdictions. The City of Rifle's impact fee structure requires that most of the fees are due at the issuance of Building Permit. Generally, other jurisdictions charge more fees at Final Plat than the City of Rifle. Staff has reviewed the following jurisdictions:

Town of Silt

- Charges a Construction Impact fee equal to \$500 per unit at Subdivision
- Includes a Water Rights Dedication Fee for Domestic and Irrigation Water which is equal to \$1,429.22 per EQR
- All other fees are charged at Building Permit

Town of New Castle

- Charges a Raw Water and Water dedication fee that is due at Annexation or Final Plat that is equal to approximately \$10,000.
- The remainder is due at Building Permit.

City of Glenwood Springs

- Charges fees at Building Permit.

Town of Eagle

- Charges fees at Building Permit.

Town of Carbondale

- Charges parks fee of \$700 per dwelling unit at Final Plat.
- Charges fee or requires land dedication for schools at Final Plat.

Town of Gypsum

- Charges \$7,000/EQR for water right dedication fees at Final Plat
- \$1,144.59/ dwelling unit at Final Plat for Fire Protection Fee
- \$240.94 / dwelling unit at Final Plat for Emergency Medical Service Fee
- \$1,174 / dwelling unit at Final Plat for public purpose land

OUTREACH TO DEVELOPMENT COMMUNITY

While reviewing the updates to development impact fees, Staff reached-out to members of the development community in a number of ways. Multiple emails with a draft of this memo were sent to every company who has a residential, commercial, or combined, contractor's license on file with the City. Additionally, Staff posted a notice requesting feedback at the front counter and mentioned the fee updates when contractors stopped in for other business.

The only feedback received was input that the infill area should extend to the east and Birch Avenue. Otherwise, Staff did not receive any additional comments from developers or contractors.

POSSIBLE FEE UPDATES

City of Rifle Impact Fees			
	Current	Identified Maximum	Staff Recommendation
Water	\$5743.27 per EQR	\$7281 per EQR	\$5,743.27
Wastewater	\$6382.37	\$5657 per EQR	\$5,657
Parks	\$3450.74	\$3450.74	No Change
Streets	\$7094 per SF \$4354.82 per MF	\$2073 - \$8456 per SF \$4354.82 per MF	Staff recommends a fee of no higher than existing \$7094

Staff also recommends:

- Decreasing the overall fee escalation from 5% to 3%.
- Including a discount in Water, Wastewater, and Streets fees of 20% for projects that occur within the infill area.

PUBLIC WORKS



TO: Brian Prunty
CC: Nathan Lindquist
FROM: Craig Spaulding
DATE: January 29, 2020
RE: Impact Fee Discussion

As discussed in the 2019 Rifle Comprehensive Plan it is the desire to have fee structures and incentives that encourage the types of development needed in desirable locations. The following discusses street impact fees.

Capital improvements to streets that are triggered by development include but are not limited to new roundabouts, signalized intersections, added connections, highway access changes, asphalt intersections needing to be concrete, chip seal roads becoming asphalt roads, 3" thick roads becoming 5" thick, sidewalk connections, etc.

Known capital improvements are:

- Ramsey Gulch Flood Diversion
- Rifle Gateway
- Third Street Bridge
- Railroad Avenue Bridge
- Tripp Reconstruction
- Morrow Reconstruction
- W 5th Street PIH
- Ute and 5th
- West Avenue 3rd to 6th
- Whiteriver Roundabout
- North I-70 Roundabout
- 16th St Railroad Intersection
- 9th Street and Whiteriver Intersection
- ADA Transition Implementation
- ParknRide
- Park Avenue Extension
- Downtown Storm water master plan implementation
- Highway 13 Sidewalk
- 30th Street Light/Overpass
- Coalmine and Willow Ranch Connection
- Fairway Avenue Extension
- Grand Tunnel Ditch Mitigation
- Last Chance Extension to S. 10th
- Airport Road Sidewalk
- West Second Street Sidewalk
- Taugenbaugh Extension
- Rockwell Ave (Connection of Deerfield to Graham Mesa)
- Acacia Avenue Extension
- 9th Street Connection at Bypass
- Stillwell Construction
- Graham Mesa Avenue
- 16th Street Pavement
- Farmstead Parkway Pavement

PUBLIC WORKS



Many of the above are attributed to specific areas and do not necessarily pertain to a base fee that all development contributes to. Two capital improvements that have been heavily studied and will one day be needed for traffic flow and safety are the roundabouts at Whitriver and Highway 6 and the I 70 North Interchange. The roundabouts have a combined cost estimate of \$10,000,000.00. Additional development continually moves the City of Rifle closure to the requirement of these improvements. One goal of street impact fees should be to ensure that Rifle does not continue growth without taking these costs into account.

A 2009 traffic study predicted that these improvements would need to be implemented by 2016 when ADTs at the River bridge reached 25,000. At the time of the study ADTs were at 19,950. Ten years later, the ADT's are have reduced to 19,000.

The additional 6000 ADTs that may trigger these improvements is equivalent to 627 homes using 9.57 ADTs generated per residential unit. Within Tier 1 areas, an estimated 1,000 - 1,500 units can be developed on properties that have already been planned for development so this growth is not too far out to think about.

If the 627 homes were to pay for the roundabouts at the entry to town impact fees would be \$15,948 per residential unit. This is not a fair calculation as there are currently 4,751 units using EQR data. The 627 homes would equate to only 13% of the ADT's or an impact of \$2,073.24. \$2,073.24 should be the minimum impact fee.

Important capital improvements that are needed now that the above fee does not get are pedestrian connectivity and ADA transition implementation. An example of pedestrian connectivity is Willow Ranch which is in an area continually requesting a sidewalk connection to 24th Street. In this location impact fees were waived which means the sidewalk would be funded out of the Street Improvement Fund. The street improvement fund is used for maintenance and rehabilitation of streets, bridges, sidewalks, traffic signals, and storm water. Inflicting additional capital costs on the Street Improvement Fund takes away from the maintenance budget and increases the amount of infrastructure that needs to be maintained.

If the same logic above was applied to the roundabouts and pedestrian connectivity both of which are needed in the near future. To address all of the ADA needs and add pedestrian connectivity at Airport Road, West Second Street, North Rifle is likely to be near \$1.1M. Divided by 522 this would be an additional \$1,754.38 plus the \$2,073.24 for the Roundabouts and the

impact fee would be \$3,859.21 which provides a cost share of traffic improvements and the ability to have a system of interconnected pedestrian paths in the near future.

If all of the development triggered capital projects were used and the full infill development number of 2500 units was used to implement them the cost would be \$21,140,000.00 and the impact fee would be \$8,456.00 per residential unit. Development triggered projects include: W 5th Street PIII, Whiteriver Roundabout, North I-70 Roundabout, 16th St and Railroad Intersection, 9th Street and Whiteriver Intersection, ADA Transition Implementation, ParknRide Construction, Downtown Stormwater master plan Construction, Highway 13 Sidewalk, 30th Street Light/Overpass, Coalmine and Willow Ranch Connection, Last Chance Extension, Airport Road Sidewalk, West Second Street Sidewalk, 9th Street Connection at Bypass, Graham Mesa Avenue, 16th Street Pavement, Farmstead Parkway Pavement.

From the above, street impact fees should be no less than \$2,073.24 no more than \$8,456.00 and if they shared cost for the most emanate improvements to traffic and pedestrian access they would be \$3,859.21.

The current needs for streets, sidewalks, traffic signals, bridges, and storm sewer is maintenance and rehabilitation which is funded through sales tax revenue not impact fees. The goal should be to promote in fill and better land use which in theory would increase revenues without increasing infrastructure.

1. If impact fees are waived or too low than maintenance dollars begin to pay for capital improvements which is not good for the overall street system.
2. If impact fees are too high there are little to no impact fees due to reduced construction and there are the same issues with low impact fees but there is also no growth. This results in no impact fees and no increase in revenues.
3. The goal should be to acquire an impact fee that lets growth pay its way but error on the low side as it is the most likely to result in a balance between impact fees and revenues.

public works



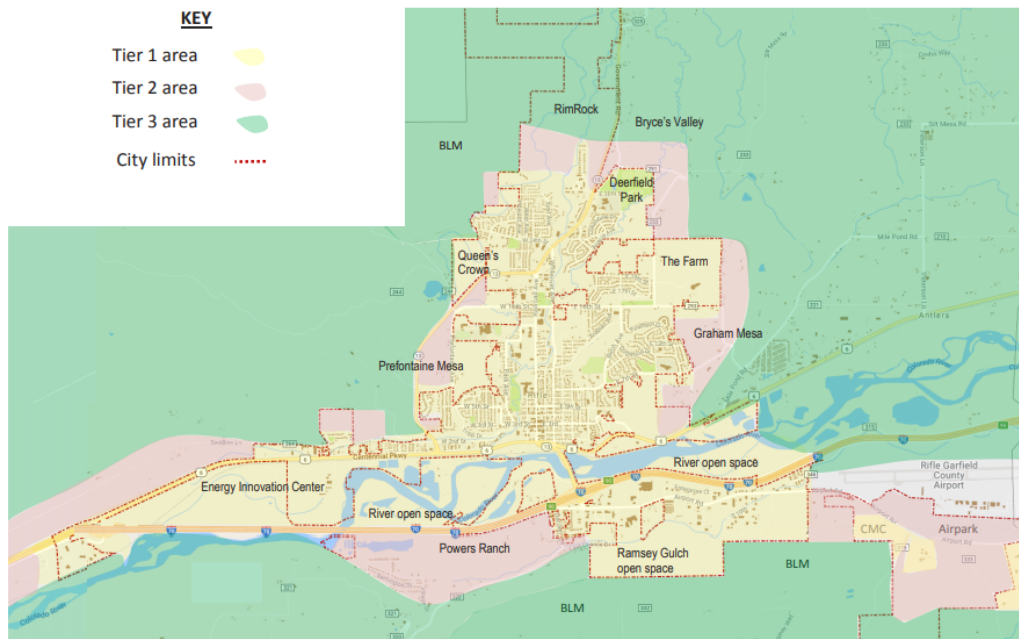
To: Scott Hahn
From: Craig Spaulding
Date: May 13, 2021
Re: Utility Rates and Impact Fees

Within the packet there are multiple documents discussing impact fees and recommendations for them. This memo provides some information on what to be thinking about when reviewing these documents and what impacts they have.

Many of the discussions are related to Tier 1 development and infill. The figure below was taken from the 2019 Comprehensive Plan and illustrates where these locations are.

RIFLE TIERED GROWTH SYSTEM

See Neighborhood Maps for a more detailed image of parcel lines and tier designations.



Impact fees are received for parklands, streets, water, and wastewater. Below is a discussion of how the recommendations for streets, water, and wastewater were developed and what changes to these rates may do to their financial health.

Water: Currently water receives revenue from a ¾ cent sales tax, impact fees, and rates. The sales tax is limited to the payoff of the water treatment plant. Impact fees are intended for capital projects. Rates cover operations and maintenance as well as capital projects.

With a new water treatment plant and many other new pieces of infrastructure, water is in a state of maintenance with only a few capital projects in the 10 year planning horizon. As stated above, this maintenance is funded primarily through rates.

Rates:

Water rates have been studied along with all of the production and distribution infrastructure to develop a master plan funded by the rates shown below.

Water utility cash flow summary

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Cumulative Adjustments	2.50%	5.06%	7.69%	10.38%	13.14%	15.97%	18.87%	21.84%	24.89%	28.01%
State Loan Proceeds, \$ mil	\$0.0	\$0.5	\$1.9	\$2.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ mil	\$9.7	\$9.0	\$5.4	\$3.5	\$4.1	\$3.8	\$4.8	\$6.3	\$8.0	\$9.8
Target Reserve, \$ millions	\$2.5	\$2.5	\$2.6	\$2.7	\$2.7	\$2.8	\$2.9	\$2.9	\$3.0	\$3.1
Unrestricted Reserves, \$ mil	\$7.3	\$6.5	\$2.8	\$0.9	\$1.4	\$1.1	\$1.9	\$3.4	\$5.0	\$6.7
Debt Service Coverage	1.9	1.9	1.9	1.8	1.7	1.8	1.8	1.9	1.9	1.9
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

What these changes would look like on three different users is shown below:

Bill Type	Water	Surcharge	Wastewater	Bill
4,000 Gallons - Winter (Indoor Usage)				
Proposed 2022 Rates	\$39.78	\$4.77	\$62.54	\$107.09
Existing 2021 Rates	\$38.81	\$4.66	\$60.02	\$103.49
			Change, \$	\$3.60
7,000 Gallons - (Average Monthly Usage)				
Proposed 2022 Rates	\$53.13	\$6.38	\$62.54	\$122.05
Existing 2021 Rates	\$51.83	\$6.22	\$60.02	\$118.07
			Change, \$	\$3.98
14,000 Gallons - (Summer Usage)				
Proposed 2022 Rates	\$88.94	\$10.67	\$62.54	\$162.15
Existing 2021 Rates	\$86.77	\$10.41	\$60.02	\$157.20
			Change, \$	\$4.95

Impact Fees:

The same study that determined rates, determined a maximum supportable impact fee as outlined below.

	Water System Investment Fee	
1	Water System Infrastructure at Current Replacement Cost	\$98,226,465
2	System Capacity, gpd	8,000,000
3	Unit Cost of Capacity, \$ per gpd (Line 1/Line 2)	\$12
4	EQR demand, gpd	593
5	System Investment Fee, \$ per EQR (Line 3 * Line 4)	\$7,281
6	Current SIF, \$ per EQR	\$5,743
7	<i>Difference</i>	<i>\$1,538</i>

What to consider when looking at impact fees is:

- Waterlines cost nearly the same with or without users
 - More users on the existing lines is more revenue paying for the maintenance and replacement of those lines.
 - More EQR's per mile of waterline creates more revenue with the same amount of infrastructure
 - If a waterline lasts 50 years, the minimum bill above would generate \$129,692.15 a vacant lot would generate no revenue
 - Full Tier 1 Buildout is far from triggering growth related improvements to the water purification facility as shown below



Figure 7. Future Tier 1 Buildout and WPF Firm Capacity Comparison

Wastewater: Currently wastewater receives revenue from impact fees and rates. Impact fees are intended for capital projects. Rates cover operations and maintenance as well as capital projects.

With a new wastewater treatment plant wastewater is in a state of maintenance and replacement of the distribution lines with minor capital projects in the 10 year planning horizon. As stated above, the maintenance and replacement is funded primarily through rates.

Rates:

Water rates have been studied along with all of the production and distribution infrastructure to develop a master plan funded by the rates shown below.

Wastewater utility cash flow summary

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%	1.0%	1.0%	1.0%
Cumulative Adjustments	4.2%	8.6%	13.1%	17.9%	22.8%	28.0%	33.4%	34.7%	36.1%	37.4%
State Loan Proceeds, \$ mil	\$0.2	\$1.6	\$1.7	\$2.8	\$4.2	\$4.4	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ mil	\$4.3	\$3.0	\$2.9	\$2.9	\$2.6	\$2.1	\$2.1	\$3.3	\$4.5	\$5.7
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, \$ mil	\$2.7	\$1.4	\$1.2	\$1.2	\$0.8	\$0.3	\$0.2	\$1.4	\$2.5	\$3.6
Debt Service Coverage	1.4	1.5	1.4	1.4	1.3	1.1	1.1	2.3	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

Results from 2022 salinity study will provide clarification on regulations and potential impacts to future rate increases past this 5-year study period. A rate study update is recommended in 2025.

What these changes would look like on three different users is shown below:

Bill Type	Water	Surcharge	Wastewater	Bill
4,000 Gallons - Winter (Indoor Usage)				
Proposed 2022 Rates	\$39.78	\$4.77	\$62.54	\$107.09
Existing 2021 Rates	\$38.81	\$4.66	\$60.02	\$103.49
			Change, \$	\$3.60
7,000 Gallons - (Average Monthly Usage)				
Proposed 2022 Rates	\$53.13	\$6.38	\$62.54	\$122.05
Existing 2021 Rates	\$51.83	\$6.22	\$60.02	\$118.07
			Change, \$	\$3.98
14,000 Gallons - (Summer Usage)				
Proposed 2022 Rates	\$88.94	\$10.67	\$62.54	\$162.15
Existing 2021 Rates	\$86.77	\$10.41	\$60.02	\$157.20
			Change, \$	\$4.95

Impact Fees:

The same study that determined rates, determined a maximum supportable impact fee as outlined below.

Wastewater System Investment Fee		
1	Wastewater System Infrastructure at Current Replacement Cost	\$48,142,885
2	System Capacity, gpd	2,000,000
3	Unit Cost of Capacity, \$ per gpd (Line 1/Line 2)	\$24.07
4	EQR demand, gpd	235
5	System Investment Fee, \$ per EQR (Line 3 * Line 4)	\$5,657
6	Current SIF, \$ per EQR	\$6,382
7	Difference	(\$725)

What to consider when looking at impact fees is:

- Sewer line cost nearly the same with or without users as deterioration and settling is primarily a function of time
 - More users on the existing lines is more revenue paying for the maintenance and replacement of those lines.
 - More EQR's per mile of waterline creates more revenue with the same amount of infrastructure
 - Full Tier 1 Buildout is doesn't trigger growth related improvements to the water purification facility as shown below

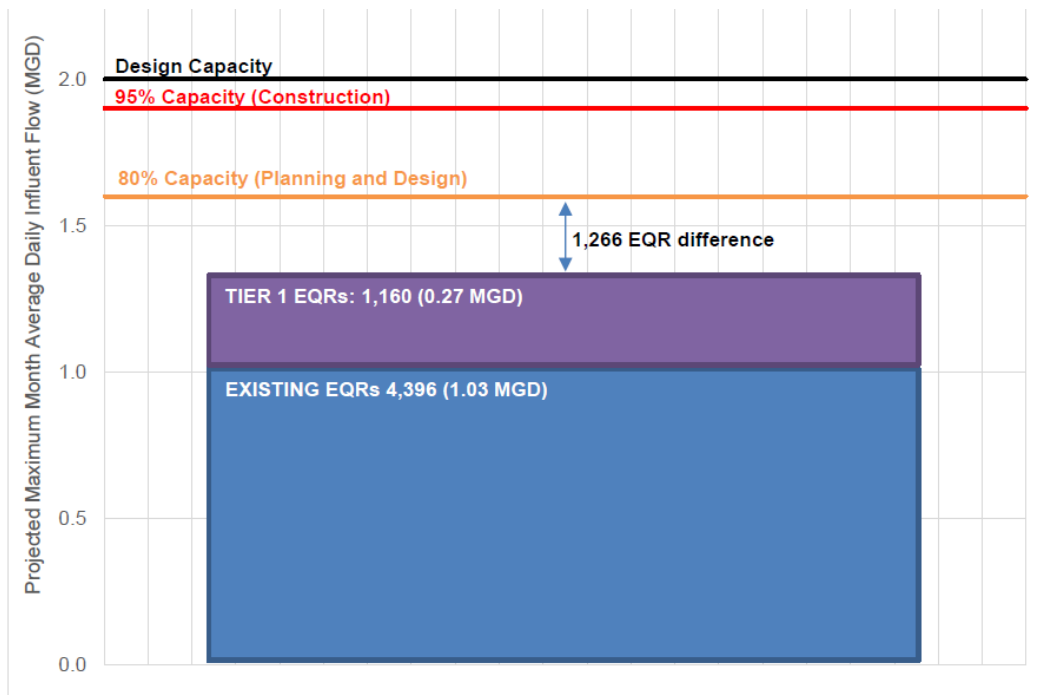


Figure 9. Future Tier 1 Buildout and WWRF Capacity Comparison

Water and Wastewater Conclusion: Our existing infrastructure can support a 25% growth without adding major infrastructure. Promoting infill with appropriate impact fees will create more revenue without additional investment which is good for both water and sewer.



Agenda Item #4.a.

Agenda Item Name:

Consider Minutes of the July 7, 2021, Regular Meeting

Presenter:

Misty Williams, Administrative Assistant

Item Description:

Minutes of the July 7, 2021, Regular Meeting

Recommended Action:

Approve the minutes of the July 7, 2021, City Council Regular Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the July 7, 2021, Regular Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 07.07.2021 Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

July 7, 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 Barb Clifton, Councilor Joe Carpenter, Councilor Brian Condie, Councilor Clint Hostettler and Councilor Sean Strode.

Councilor Sean Strode motioned to excuse Mayor Pro Tem Theresa Hamilton and Councilor Ed Green, seconded by Councilor Clint Hostettler.

Roll Call: Yes - Barb Clifton, Joe Carpenter, Brian Condie, Clint Hostettler and Sean Strode;
No - None

Others Present:

City Manager Scott Hahn, City Attorney Jim Neu, City Clerk Misty Williams, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Civil Engineer Craig Spaulding, Parks and Recreation Director Tom Whitmore, Phil Vaughan, Jeff Johnson, Chief of Police Tommy Klein, Officer Kalob Foreman, family and friends of Officer Foreman.

PUBLIC COMMENT

No public comments were heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the June 16, 2021, Regular Meeting
- B. Consider Minutes of the June 25, 2021, Special Meeting
- C. Consider Liquor License Renewal for Rocky Mountain Liquors, Inc. dba Rocky Mountain Liquors
- D. Consider Designation of City Manager as Principal Representative for ARPA grant with DOLA
- E. Consider Purchase Request for Water Treatment Chemicals
- F. Consider Letter of Support for the CDOT MOVE Western Slope Grant

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

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

PRESENTATION

Swearing-In of New Officer Kalob Foreman

Chief of Police Tommy Klein introduced new officer Kalob Foreman. Interim City Clerk Misty Williams administered Oath of Office to new police officer Kalob Foreman.

Receive an Update on Downtown Project

City Engineer Craig Spaulding provided an update on the Downtown Project.

REGULAR AGENDA

Consider Rifle City Hall Phase 2 Construction Expenditures, Contracts, and Master Project Budget

Parks and Recreation Director Tom Whitmore explained the guaranteed maximum price, the Master Project Budget, expenditures and contracts for the City Hall Phase Two. City Hall Phase 2 consists of both physical and security improvements. These improvements will be monitored by Phil Vaughan, of Phil Vaughan Construction Management. The construction company selected for the job is FCI Constructors, and the access control improvements will be handled by Current Solutions. City Hall Phase 2 improvements are scheduled to begin in August of 2021, and be completed by January of 2022. Several City Departments will be relocated for portions of the remodel, though minimal disruptions of City Staff are expected.

Councilor Brian Condie moved to approve the City Hall Phase 2 remodel construction expenditures, including FCI Constructors, Current Solution for access control, Phil Vaughan Construction Management on behalf of the City, to include the contingency plans as presented with the authorization to the City Manager to execute change orders under that contingency plan, to include the three alternates that are listed; the storage room improvements and the carpet on the main floor and lower floor as presented and discussed for a price not to exceed \$1,090,000 (one million ninety thousand dollars); seconded by Councilor Clint Hostettler.

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

Approve City Clerk Selection

City Manager Scott Hahn explained the selection process that was used to acquire a new City Clerk. Interviews were conducted among qualified candidates, and Misty Williams was selected from among those candidates based on experience and continuing education requirements to be the Rifle City Clerk. Councilor Brian Condie moved to approve City Managers appointment of Misty Williams as City Clerk; seconded by Councilor Joe Carpenter.

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

Administrative Reports

Reports were heard from City Manager Scott Hahn, City Attorney Jim Neu, City Clerk MistyWilliams and Chief of Police Tommy Klein.

Comments from Mayor and Council

Comments were heard from Councilors Strode, Hostettler, Condie, Carpenter and Mayor Clifton

Adjournment

Meeting adjourned at 7:55 p.m.

Misty Williams
City Clerk

Barb Clifton
Mayor



Agenda Item #4.b.

Agenda Item Name:

Consider Liquor License Renewal for Plaza Liquors, LLC dba Plaza Liquors

Presenter:

Misty Williams, Administrative Assistant

Item Description:

Liquor Store License Renewal for Plaza Liquors, LLC dba Plaza Liquors

Recommended Action:

I move to approve the Liquor Store License Renewal application for Plaza Liquors, LLC dba Plaza Liquors

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Plaza Liquors, LLC dba Plaza Liquors located at 1900 Railroad Avenue, Unit B, Rifle, CO has submitted a Liquor Store 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. Plaza Liquors 2021 Renewal Application_Redacted

Submit to Local Licensing Authority

RECEIVED

JUL 14 2021

City Clerk
 City of Rifle

Fees Due	
Renewal Fee	227.50
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 Plaza Liquors LLC		Doing Business As Name (DBA) Plaza Liquors	
Liquor License # 42-72809-0000	License Type Liquor Store	Sales Tax License # 04272809-000	Expiration Date 08/20/2021
Business Address 1900 Railroad ave Unit B Rifle Co 81650		Due Date 07/06/2021	
Mailing Address 1900 Railroad ave Unit B Rifle Co 81650		Phone Number 970 625-3208	
Operating Manager Jess Prado	Date of Birth	Home Address	Email aliciamend1999@hotmail.com
		Phone Number 970 274-9817	

- 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 <i>Jesus Prado</i>		Title <i>Owner</i>
Signature <i>[Signature]</i>		Date 07/14/2021
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, Jesus Prado am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of P1979 Liquors (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>Jesus Prado</u>		Social Security Number/Tax Identification Number _____	
Address <u>1900 Railroad ave unit B</u>			
City <u>Rifle Co</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number <u>970-274-9817</u>		Business/Work Phone Number <u>970-625-3208</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Jesus Prado</u> <u>Jesus Prado</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Jesus Prado</u>			Date signed <u>7-14-2021</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.c.

Agenda Item Name:

Consider Changing Vendor Providing Management of City Retirement Plans

Presenter:

Danielle Hogan, HR Manager
Scott Hahn, City Manager

Item Description:

Consider changing vendor providing management of City Retirement Plans to Standard

Recommended Action:

Approve the transition to Standard as the vendor managing the City of Rifle employee retirement plans.

Fiscal Impact:

Operational Impact:

None

Prior Board Motions:

None

Background Information:

We worked with our retirement advisor Alex Maurer, to request proposals from multiple vendors. The companies who chose to respond to our request for proposal were Standard, OneAmerica and Nationwide. These were compared to our current provider Equitable. Our evaluation of the proposals included evaluation of the investment line up, ease of use and accurate information available for participants, quality customer service for City administration of the plan, fees and basis points charged on investments and maintaining continuity of investments and plan structure for participants in the plan.

Executive Summary:

After a thorough evaluation of the options, the best value to the City employees and support of City Administration for the plan was offered by Standard. They support readily available information to plan participants via web and mobile app plan access. They are able to reflect the participant's current vesting in the plan. Investment line up available to employees is a true open architecture which is an option that has been requested periodically from employees. Plan administration for City management regarding administration of loans, disbursements and contributions will be made more efficient and will require less direct administration

by the HR team. Standard will assign the City a true single source of contact for maintenance of the plan which will save significant time and resources for the management.

Notification Requirements:

None

Prepared By:

Danielle Hogan, HR Manager

Attachments:

1. Memo to Council move to the Standard 7.21.21 2



To: Mayor and Rifle City Council

From: Scott Hahn, City Manager & Danielle Hogan, HR Manager

Date: Wednesday, July 14, 2021

Subject: City Retirement Plan

As part of the competitive benefit package our full time employees enjoy, the City offers retirement benefits. In our ongoing commitment to provide the best benefits package possible to our employees the City engaged in a due diligence process regarding the provider of our group retirement plans. We believe the retirement plan is of tremendous importance to the financial wellbeing of our employees and it is our responsibility to make sure that we are providing the best possible solution.

We worked with our retirement advisor Alex Maurer, to request proposals from multiple vendors. The companies who chose to respond to our request for proposal were Standard, OneAmerica and Nationwide. These were compared to our current provider Equitable. Our evaluation of the proposals included evaluation of the investment line up, ease of use and accurate information available for participants, quality customer service for City administration of the plan, fees and basis points charged on investments and maintaining continuity of investments and plan structure for participants in the plan.

After a thorough evaluation of the options, the best value to the City employees and support of City Administration for the plan was offered by Standard. They support readily available information to plan participants via web and mobile app plan access. They are able to reflect the participant's current vesting in the plan. Investment line up available to employees is a true open architecture which is an option that has been requested periodically from employees. Plan administration for City management regarding administration of loans, disbursements and contributions will be made more efficient and will require less direct administration by the HR team. Standard will assign the City a true single source of contact for maintenance of the plan which will save significant time and resources for the management.

Because of these benefits available to us from Standard, we are recommending the movement of the City's retirement plan administration to Standard.



Agenda Item #4.d.

Agenda Item Name:

2022 Budget Calendar - Resolution No. 5, Series of 2021

Presenter:

Scott Hahn, City Manager

Item Description:

Council to adopt calendar for 2022 Budget process.

Recommended Action:

Move to adopt 2022 Budget Calendar.

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Council must formally adopt budget calendar required by code, and includes dates to comply with Code and with State reporting deadlines.

Executive Summary:

Council must adopt Budget calendar.

Notification Requirements:

Prepared By:

Michelle Duran, Finance Director

Attachments:

1. Resolution No. 5, Series of 2021 - Budget Calendar2022

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, ADOPTING THE CALENDAR FOR THE 2022 BUDGET.

WHEREAS, Article IX of the Charter of the City of Rifle requires the City Manager to submit an annual budget to the City Council each year to comply with the Local Government Budget Law of Colorado and the City wishes to adopt a schedule for the 2022 Budget process.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The following schedule is adopted for the 2022 Budget:

Tuesday, August 25, 2021:	Deadline for Assessor to submit Preliminary Certification of Values
Wednesday, September 15, 2021:	First Budget workshop with Council
Wednesday, September 22, 2021:	Second Budget workshop with Council
Wednesday, September 29, 2021:	Third Budget workshop with Council
Wednesday, October 6, 2021:	City Manager presents budget to Council, Governing body publishes “Notice of Budget”(Oct 15 deadline)
Friday, October 15, 2021:	Draft budget available to public
Wednesday, November 3, 2021:	First public hearing on Budget at regular City Council meeting,
Wednesday, November 18, 2021:	Second public hearing on Budget at regular City Council meeting, Adopt and appropriate 2022 Budget and certify mil levies, if available.
Wednesday, December 1, 2021:	Certify mil levies from Garfield County
Friday, December 3, 2021:	Final Certification of Values due from Assessor
Wednesday, December 15, 2021:	Deadline for certification of mil levy to Garfield County
Friday, January 28, 2022:	Deadline for a Certified copy of Adopted Budget to DLG

3. This Resolution shall be published in the Rifle Citizen Telegram and posted at City Hall.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 21st day of July, 2021.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #6.a.

Agenda Item Name:

Promotion of Officer Kelli Litzau to Corporal

Presenter:

Tommy Klein, Chief of Police

Item Description:

The police department would like to recognize Kelli Litzau's promotion to the rank of Corporal.

Recommended Action:

N/A

Fiscal Impact:

Position is in our budget.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Corporal Litzau was officially promoted on July, 11, 2021. She began her career in law enforcement with the Carbondale Police Department and then moved to Rifle in 2018. She is the only Drug Recognition Officer in the police department and she is very active in DUI enforcement. Corporal Litzau is also a driving instructor. She has received 2 lifesaving awards and one award for delivering a baby.

Executive Summary:

Notification Requirements:

None

Prepared By:

Tommy Klein, Chief of Police

Attachments:

None



Agenda Item #7.a.

Agenda Item Name:

(Acting As Liquor Licensing Authority) Public Hearing - Transfer of Ownership Application to transfer Flying K, Inc. dba Texan Bar's Tavern Liquor License to Rifle Bar, LLC, dba Rifle Bar

Presenter:

Misty Williams, Administrative Assistant

Item Description:

Rifle Bar, LLC dba Rifle Bar, located at 127 East 3rd Street, Rifle, CO has applied for a Tavern Liquor License Transfer of Ownership.

Recommended Action:

Approval of the transfer of ownership of the Tavern Liquor License for Rifle Bar, LLC, dba Rifle Bar.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Rifle Bar, LLC, dba Rifle Bar, located at 127 East 3rd Street, has submitted a Transfer of Ownership application in order to transfer the current Tavern Liquor License held by Flying K, Inc. dba Texan Bar to their name.

The following criteria have been met by the applicant:

- * The application is complete

- * The appropriate public notice requirements have been met
- * The fees have been paid

A Temporary Liquor Permit has been issued to Rifle Bar, so that alcoholic beverages may continue to be served during the Transfer of Ownership application process.

I recommend approval the Transfer of Ownership application for Rifle Bar, LLC dba Rifle Bar.

Notification Requirements:

The public hearing requirements have been met.

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Rifle Bar Complete Application - REDACTED
2. NOTICE Rifle Bar - Transfer

Page 82 of 177

Name RIFLE BAR LLC	Type of License Tavern	Account Number 03-12697/09-91698-0000
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. LICOR License # 03-12535		☒ ☐
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:		
Landlord	Tenant	Expires
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 N/A	First Name	Date of Birth
Last Name NONE	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 RIFLE BAR LLC		Type of License Tavern		Account Number 03-12697/09-91698-0000	
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation					
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?				Yes	No
				☐	☐
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 VIDRIO			First Name of Manager ARMANDO		
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. Licor license # 03-12535				☒	☐
25. Related Facility - Campus Liquor Complex applicants answer the following:					
a. Is the related facility located within the boundaries of the Campus Liquor Complex?				Yes	No
				☐	☐
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.					
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	
Name MARIA DE JESUS VIDRIO			MEMBER/MGR	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	
** 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 RIFLE BAR LLC		Type of License Tavern		Account Number 03-12697/09-91698-0000	
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 MARIA DE JESUS VIDRIO, MEMBER		Date 04/27/2021	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority 5/6/2021		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) July 21, 2021			
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

THIS COMMERCIAL LEASE (this "Lease") dated this 01 day of March, 2021

BETWEEN:

VIDRIO M&A PROPERTIES LLC of 1247 Domelby Court
Telephone: (719) 285-5905 Fax: _____
(the "Landlord")

OF THE FIRST PART

- AND -

RIFLE BAR LLC of 127 EAST 3RD ST, RIFLE, COLORADO 81650
Telephone: (970) 366-7183 Fax: _____
(the "Tenant")

OF THE SECOND PART

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 127 EAST 3RD ST, RIFLE, COLORADO 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 building at 127 EAST 3RD ST, RIFLE, COLORADO 81650.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the building municipally described as 127 EAST 3RD ST, RIFLE, COLORADO 81650, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):
TENANTS ARE ALLOW ALL SQUARE FOOTAGE IN PROPERTY.
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.
4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: TENANTS ARE ALLOW ALL SQUARE FOOTAGE IN PROPERTY.
5. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord, which permission may be unreasonably withheld. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.

Term

6. The term of the Lease commences at 12:00 noon on May 1, 2021 and ends at 12:00 noon on April 30, 2026.
7. 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

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$3,500.00, payable per month, for the Premises (the "Base Rent"). In addition to the Base Rent, the Tenant will pay the following taxes to the Landlord: PROPERTY TAXES WILL BE PAID DIRECTLY TO LANDLORD WHEN DUE.
9. The Tenant will pay the Base Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord.

10. The Tenant will be charged an additional amount of \$100.00 for any late payment of Rent.

Use and Occupation

11. 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 of RIFLE BAR 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.
12. 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.

Advance Rent and Security Deposit

13. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last installments of Base Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.
14. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$3,500.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
15. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

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.

Distress

17. If and whenever the Tenant is in default in payment of any money, whether hereby expressly 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

18. 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 this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

19. 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.
20. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

Renewal of Lease

21. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. The Base Rent will be increased by 3.00%.

Tenant Improvements

22. 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. installing a waterbed(s);

- 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
- g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Costs

23. The Tenant is responsible for the direct payment of all utilities in relation to the Premises.

Insurance

24. 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.
25. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.
26. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
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.

Attorney Fees

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.

Maintenance

34. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
35. In particular, the Tenant will keep the fixtures in the Premises in good order and repair and keep the HVAC clean. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.

36. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Care and Use of Premises

37. 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.
38. 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.
39. The Tenant will not engage in any illegal trade or activity on or about the Premises.
40. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

41. 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

42. 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

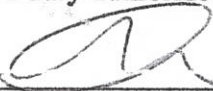
43. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

44. 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.

45. 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.
46. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
47. 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.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 01 day of MARCH, 20 21


(Witness)


VIDRIO M&A PROPERTIES LLC (Landlord)


(Witness)

RIFLE BAR LLC (Tenant)

Per:  (SEAL)

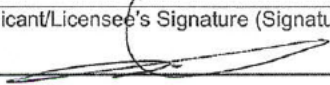
Tax Check Authorization, Waiver, and Request to Release Information

I, MARIA DE JESUS VIDRIO am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of RIFLE BAR LLC (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) RIFLE BAR LLC		Social Security Number/Tax Identification Number	
Address 127 EAST 3RD ST			
City RIFLE		State CO	Zip 81650
Home Phone Number (719) 285-5905		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee MARIA DE JESUS VIDRIO			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 04/27/2021

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. § 7 of Privacy Act, 5 USCS § 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,

RIFLE BAR LLC

is a

Limited Liability Company

formed or registered on 04/15/2021 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 20211268668 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/26/2021 that have been posted, and by documents delivered to this office electronically through 04/27/2021 @ 12:10:16 .

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 04/27/2021 @ 12:10:16 in accordance with applicable law. This certificate is assigned Confirmation Number 13128651 .



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/12/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."

Articles of Organization for a Limited Liability Company
filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is RIFLE BAR LLC

The principal office street address is 129 east 3rd st
rifle Colorado CO 81650
US

The principal office mailing address is 1247
Domelby CT
Silt CO 81562
US

The name of the registered agent is Maria D VIDRIO

The registered agent's street address is 1247
Domelby CT
Silt CO 81652-9582
US

The registered agent's mailing address is 1247
Domelby CT
Silt CO 81652-9582
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Members

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

Person(s) forming the limited liability company

Maria D VIDRIO
1247
Domelby CT
Silt CO 81652-9582
US

The delayed effective date, as stated in the document is 04/15/2021 11:59 PM.

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., and, if applicable, 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.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

MARIA D VIDRIO
1247
Domelby CT
Silt CO 81652-9582
US

Bill of Sale

KNOW BY ALL THESE PRESENT, That Richard A. Kuipers and Donna M. Kuipers, of the State of Colorado, for and in consideration of Ten Dollars and other valuable consideration, to them in hand paid, at or before the ensembling or delivery of these presents by Armando Vidrio and Maria De Jesus Vidrio Efigenio, of the State of Colorado, (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, his personal representatives, successors and assigns, the following property, goods and chattels, to wit:

(1) **Inclusions-Attached.** If attached to the Property on the date of the contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating, and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor covering, intercom systems, ~~built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including remote controls.~~ If checked, the following are included:

☐ None ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of the Contract, such additional items are also included in the Purchase Price.

(2) **Inclusions -Not Attached.** If on the property, whether attached or not, on the date of the Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

Other Inclusions: The following items, whether fixtures or personal property, are also included in the Purchase Price:

All beer and alcohol remaining on the premises.

(3) **Parking and Storage Facilities.** The use or ownership of the following parking facilities: N/A; and the use or ownership of the following storage facilities: N/A.

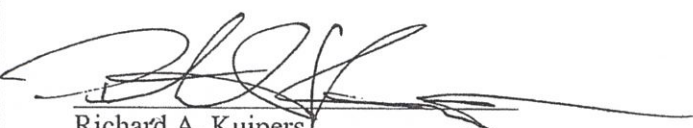
(4) **Trade Fixtures:** Seller shall retain the rights and signage to the tradename "Texan Bar." Buyer shall not have any use of the name "Texan Bar."

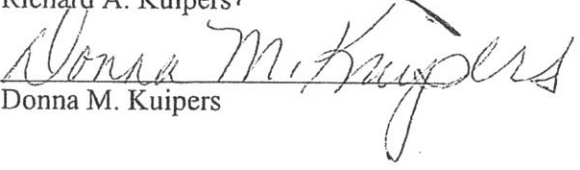
(4) **Exclusions.** The following items are excluded (Exclusions): Beer steins, Pictures, Coors Cowboy Post (Mike Strong); All tools; Nebraska memorabilia; Everything in back storage shed; Coors Texan Neon sign; Basement items (i.e. dishes, pots, pans, etc.); paperwork and pictures. :

located at 129 East Third Street, Rifle, CO 81650

TO HAVE AND TO HOLD the same unto the said Buyer, his personal representatives, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, his personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of said property, goods and chattels, against all and every person or persons whomever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

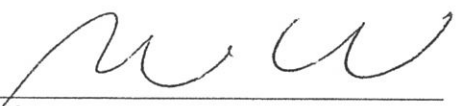
IN WITNESS THEREOF, The Seller has executed this Bill of Sale this 10th day of March, 2021.

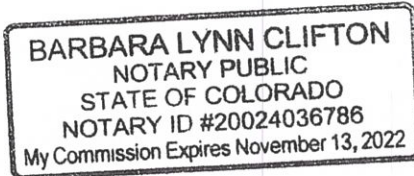

Richard A. Kuipers


Donna M. Kuipers

STATE OF COLORADO
COUNTY OF GARFIELD

The foregoing instrument was acknowledged before me this 10th day of March, 2021, by Richard A. Kuipers and Donna M. Kuipers.


Notary's Official Signature



My Commission Expires:

OPERATING AGREEMENT
of
RIFLE BAR LLC

This Operating Agreement (the "Agreement") made and entered into this 27th day of April, 2021 (the "Execution Date"),

BY:

MARIA DE JESUS VIDRIO of 1247 Domelby Ct, Silt, CO 81652, USA
(the "Member").

BACKGROUND:

- A. The Member wishes to be the sole member of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

- 1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Indiana. The rights and obligations of the Member will be as stated in the Indiana Business Flexibility Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be RIFLE BAR LLC.

Sole Member

- 3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the

consent or vote of the sole Member.

Purpose

4. food, cocktail, alcoholic beverages,accommodation.

Term

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 127 E 3rd St, Rifle, CO 81650, USA or such other place as the Members may from time to time designate.

Capital Contributions

7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
MARIA DE JESUS VIDRIO	ADMINISTRATIVE DUTIES	\$550,000.00

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the sole Member:
MARIA DE JESUS VIDRIO of 1247 Domelby Ct, Silt, CO 81652, USA.
9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of the Company is vested in the following manager (the "Manager") until such time as this Manager is removed by the Members or withdraws from the position:

- ARMANDO VIDRIO

18. A Manager will be reimbursed for reasonable expenses directly related to the operation of the Company.
19. The Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, the Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.
20. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to generally accepted accounting principles (GAAP), and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.
21. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.
22. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

Authority to Bind Company

23. Only the following individuals have authority to act for or bind the Company in contract:

- MARIA DE JESUS VIDRIO, MEMBER
ARMANDO VIDRIO, MANAGER.

Duty of Loyalty

24. Any Member or Manager may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

25. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

Member Meetings

26. A meeting may be called by any Member providing that reasonable notice has been provided to the other Members.
27. Member meetings will be held at any location that the Members may from time to time designate.
28. Regular Member meetings will be held annually.

Voting

29. Where the Company consists of two or more Members, each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

30. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
31. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

32. Where the Company consists of two or more Members, the voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
33. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

34. Where the Company consists of two or more Members, events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
35. Where the Company consists of two or more Members, the involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

36. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as set out in the Valuation of Interest section of this Agreement.

37. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
38. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
39. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

40. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

41. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
42. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

43. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
44. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
45. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

46. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
47. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

48. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company;

- b. A copy of the Company federal, state, and local income taxes for each year;
 - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager;
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
49. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.
50. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

51. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

52. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

53. Any Member will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Members, not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

54. This Company is intended to be treated as a corporation for the purposes of Federal and State Income Tax.

Annual Report

55. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year;
 - b. A breakdown of the profit and loss attributable to each Member;
 - c. Balance sheet;
 - d. Income statement; and
 - e. Cash flow statement.

Goodwill

56. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

57. The Members submit to the jurisdiction of the courts of the State of Indiana for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Forbidden Acts

- 58. No Member may do any act in contravention of this Agreement.
- 59. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
- 60. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
- 61. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
- 62. No Member may confess a judgment against the Company.
- 63. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

- 64. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

- 65. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

- 66. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

67. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

68. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:
- a. Sell, merge, consolidate, exchange or otherwise dispose of all or substantially all of the Property of the Company;
 - b. Sell, loan or otherwise endanger the ownership or possession of any Company property;
 - c. Release any Company claim or debt except for payment in full; and
 - d. Alter the rights, duties or obligations of any class or series of Members.

Amendment of Operating Agreement

69. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

70. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

71. Time is of the essence in this Agreement.
72. This Agreement may be executed in counterparts.
73. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

74. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
75. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
76. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
77. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
78. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

79. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Member to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Initial Contribution" means Capital Contributions made by a Member to acquire an interest in the Company.

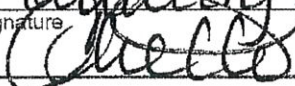
- d. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- g. "Principal Office" means the office whether inside or outside the State of Indiana where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 27th day of April, 2021.



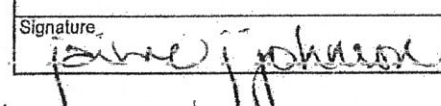
MARIA DE JESUS VIDRIO (Member)

Wholesaler Affidavit of Compliance
Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Quality Brands of the Rockies, LLC		License Number 03-12697	
Trade Name of Establishment/Doing Business As (DBA) Quality Brands of the Rockies, LLC		Phone Number 9709452531	
Physical Address 4919 Highway 82	City Glenwood Springs	State CO	ZIP 81601
Email Address michelle.lauffer@qbdist.com			
Transferor Retailer Licensee Name Texan Bar		License Number 09-911698-0000	
Trade Name of Establishment/Doing Business As (DBA) Texan Bar		Phone Number	
Physical Address 127 E 3rd St	City Rifle	State CO	ZIP 81650
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Quality Brands of the Rockies, LLC			
Signature 	Print Michelle Lauffer	Title Admin	Date 04/21/21

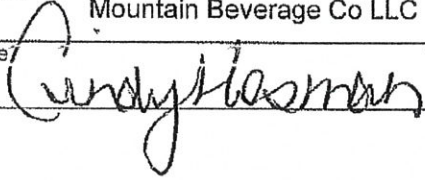
DR 8004 (12/21/16)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Wholesaler Affidavit of Compliance Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Beverage Distributors Company LLC		License Number 40-04782-0001--0004	
Trade Name of Establishment/Doing Business As (DBA) Breakthru Beverage Colorado		Phone Number 303-371-3421	
Physical Address 3980 Central Park Blvd	City Denver	State CO	ZIP 80238
Email Address JJJOHNSON@BREAKTHRUBEV.COM			
Transferor Retailer Licensee Name Flying K Inc		License Number 09-91698-0000	
Trade Name of Establishment/Doing Business As (DBA) Texan Bar		Phone Number 970-625-5319	
Physical Address 127 E 3rd St	City Rt 66	State CO	ZIP 81650
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Breakthru Beverage Colorado			
Signature 	Print Jaime J Johnson	Title Credit Associate III	Date 4.12.21

Wholesaler Affidavit of Compliance

Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC, partnership, corporation or name of corporation) Mountain Beverage Co LLC		License Number 042617310001-0002	
Trade Name of Establishment/Doing Business As (DBA) Mountain Beverage		Phone Number 970-777-4000	
Physical Address 712 Spring Buck Road	City Gypsum	State CO	ZIP 81637
Email Address Cindy.Hosman@mountainbeverage.com			
Transferor Retailer Licensee Name Flying K Inc		License Number 09-91698	
Trade Name of Establishment/Doing Business As (DBA) Texan Bar		Phone Number 970-625-5319	
Physical Address 127 E 3rd	City Rifle	State CO	ZIP 81650
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Mountain Beverage Co LLC			
Signature 	Print Cindy Hosman	Title Controller	Date 4/21/2021

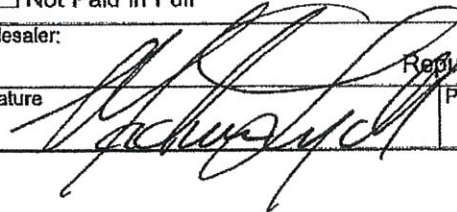
Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) SOUTHERN GLAZER'S WINE & SPIRITS OF CO				License Number 40-55351-0002	
Trade Name of Establishment/Doing Business As (DBA) SOUTHERN GLAZER'S WINE & SPIRITS OF CO				Phone Number (303) 292-1711	
Physical Address 12800 E 19TH AVENUE		City AURORA		State CO	ZIP 80019
Email Address KVANVEEN@SGWS.COM					
Transferor Retailer Licensee Name FLYING K INC				License Number 9916980000	
Trade Name of Establishment/Doing Business As (DBA) TEXAN BAR				Phone Number (970) 625-5319	
Physical Address 127 E. 3RD ST		City RIFLE		State CO	ZIP 81650
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full					
Wholesaler: SOUTHERN GLAZER'S WINE & SPIRITS OF CO					
Signature <i>Kristy Van Veen</i>		Print KRISTY VAN VEEN		Title CREDIT	Date 04/26/21

Wholesaler Affidavit of Compliance

Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Republic National Distributing Company			License Number 28499270004	
Trade Name of Establishment/Doing Business As (DBA) Republic National Distributing Company			Phone Number 303-734-2400	
Physical Address 8000 Southpark Terrace	City Littleton	State Co	ZIP 80120	
Email Address				
Transferor Retailer Licensee Name Flying K Inc			License Number 0A-91698-0000	
Trade Name of Establishment/Doing Business As (DBA) Texan Bar			Phone Number	
Physical Address 127 E 3rd Street	City Rifle	State CO	ZIP 81650	
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full				
Wholesaler: Republic National Distributing Company				
Signature 	Print Mackenzie Lyall	Title AR clerk	Date 4/16/2021	



City of Rifle

Temporary Alcoholic Beverage Permit No. CR2021-6980000-2

This certifies that Rifle Bar, LLC dba Rifle Bar, having submitted a Transfer of Ownership application and the required fee of \$100.00, has been granted a Temporary Permit to conduct business and sell Malt, Vinous, and Spirituous Beverages in accordance with the Tavern Liquor License of Flying K, Inc. dba Texan Bar for the premises located at 127 East 3rd Street, Rifle, CO.

This temporary permit shall be valid until such time as the application to transfer ownership of the license to Rifle Bar, LLC dba Rifle Bar is granted or denied, or until September 10, 2021 (120 days) whichever comes first.

Such temporary permit may be cancelled, revoked, or summarily suspended if the City Council of the City of Rifle or the Colorado Department of Revenue determines that there is probable cause to believe Rifle Bar, LLC dba Rifle Bar has violated any provision of the Colorado Liquor Code or the Colorado Beer Code, has violated any rule or regulation adopted by the City Council of the City of Rifle or the Colorado Department of Revenue, has violated any provision of this Temporary Permit, or has failed to truthfully disclose those matters required pursuant to the application forms required by the Colorado Department of Revenue.

Given under my hand and the seal of the City of Rifle, May 13, 2021.

By 
CITY CLERK



RECEIVED

MAY 06 2021

City Clerk
City of Rifle

City of Rifle
Temporary Liquor Permit Application

The following must accompany this Temporary Liquor Permit Application:

- ☒ \$100 Application Fee
- ☒ Colorado Liquor Retail License Application for Transfer of Ownership

Name of Applicant (exactly as it appears on Transfer of Ownership application):

RIFLE BAR LLC

Trade Name of Establishment (dba): RIFLE BAR

Address of Premises (exactly as it appears on Transfer of Ownership application):

127 EAST 3RD ST. RIFLE, COLORADO 81650

Business Phone: (719) 285-5905



Authorized Signature

MEMBER

Title

04/27/2021

Date

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Rifle Bar, LLC dba Rifle Bar has requested the Liquor Licensing Officials of Rifle approve the Tavern Liquor License transfer from Flying K, Inc. dba Texan Bar to Rifle Bar, LLC dba Rifle Bar to sell malt, vinous, and spirituous liquors for consumption on the premises at 127 East 3rd Street, Rifle, CO, 81650.

A public hearing on the application received May 6, 2021 will be held before the City Council of the City of Rifle, Colorado on July 21, 2021 at 7:00 p.m. in the Council Chambers at Rifle City Hall, 202 Railroad Avenue, Rifle, Colorado. At said time and place, any interested persons may appear to be heard for or against the granting of this license.

Any petitions or remonstrance letters pertaining to this application should be directed to the Office of the City Clerk, 202 Railroad Avenue, Rifle, CO 81650

This notice is given and published by order of the Rifle City Council.

Dated this day of July, 2021

/s/

Misty Williams, Interim City Clerk

Published July __, 2021 in the *Glenwood Springs Post Independent*



Agenda Item #8.a.

Agenda Item Name:

Consider Approval of Clarifier Coating at Wastewater Reclamation Facility

Presenter:

Robert Burns , Utilities Director

Item Description:

Clarifier 3 is due for a recoat to prevent corrosion and other equipment failure that may be caused by the harsh environment.

Recommended Action:

Move to approve purchase order to WSB Coatings in the amount of \$36,786

Fiscal Impact:

\$36,786 from wastewater fund. This has been budgeted for.

Operational Impact:

Once Clarifier is recoated it can be placed back online and provide us the necessary levels of redundancy needed.

Prior Board Motions:

Council approved coating of Clarifier 1 in 2018 and Clarifier 2 in 2019.

Background Information:

Clarifiers need to be recoated approximately every 7 - 10 years. 2 of the 3 Clarifiers have already received a recoat. Clarifier 3 was delayed in 2020 due to COVID.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Robert Burns , Utilities Director

Attachments:

1. clarifier coating memo



***City of Rifle, Colorado
Utility Department
Clarifier Coating***

To: Scott Hahn, City Manager
From: Robert Burns, Utility Director – Utility Department
Re: Coating of final clarifier at wastewater treatment plant

Mr. Hahn,

Staff is requesting purchase order for an amount not to exceed \$36,786 for recoating of 1 wastewater clarifier. We have recoated the previous 2 clarifiers and this will be the final one needing done.

Staff had wanted to perform this work in 2020 but due to covid, the work did not occur. We attempted to contact multiple vendors for pricing but WBS was the only responsive vendor.

Cornerstone coatings and national coatings were solicited but did not respond.

This is critical work as it prevents corrosion from rendering the clarifier arms inoperable.

Thank you for your consideration

Robert P. Burns
Utility Director
City of Rifle – Utility Department



WBS COATINGS INC.

Coating Solutions For All Situations

Bid Date: Thursday, June 24, 2021 @ 3:00 PM

Project: **City of Rifle**
Secondary Clarifier Rakearm Recoat
US-6, Rifle, CO 81650

Contact: Jared Emmert
WWTP Supervisor
Rifle Regional Wastewater Reclamation Facility
Jemmert@rifleco.org
970-665-6589

Scope of Work: Stand Blasting Rake Arm and Recoating with an epoxy coating system.

Plan Set: Estimate and scope of work are based upon project plan sheets, specifications and materials legend 9/21/07. Site walk was completed by WBS Coatings.

Base Bid: **\$ 36,786.00**

Exclusions: 3rd party inspections.

Inclusions: Sandblast Rake arm and Barrel to SSPC 10 blast. Remove blast media. Apply protection, To areas not to receive coatings. Apply 1 coat Zinc rich primer to blasted areas. Apply 2 coats heigh abrasion epoxy. Provide Close out documents for the project along with O&M's for coating system applied.

Terms: Net thirty (30) days

Proposal: Valid for thirty (30) days

359 Bonny Street, Grand Junction, CO 85101
P 1-970-245-2856 F 1-970-241-1572
office@wbscoatings.onmicrosoft.com www.wbscoatings.com
Please add WBS Coatings to your bidder's list for future projects



Agenda Item #8.b.

Agenda Item Name:

Consider Approval of Standard Purchase Contract for Senior Meals

Presenter:

Scott Hahn, City Manager

Item Description:

Standard Purchase Contract for Services - Preparation for Senior Meals for New Castle, Silt, Rifle and Parachute.

Recommended Action:

Recommend approval of new contract to prepare senior meals for New Castle, Silt, Rifle and Parachute.

Fiscal Impact:

This is the new contract that was awarded to the City of Rifle for the preparation of senior meals for the west end of Garfield County senior meal sites, New Castle, Silt, Rifle and Parachute. This contract will reimburse the City of Rifle \$10.25 per meal ordered for all meal sites with an annual cap of \$169,125.00. This cap should be enough to cover meals for the contract term of July 1, 2021 thru June 30, 2022.

For the past few years we have been reimbursed \$7.25 for New Castle, Silt and Rifle and \$8.00 for Parachute. The new reimbursement rate should cover cost of meals.

Operational Impact:

The one change in the new contract is adding a meal day for the Town of Parachute. Previously their meal day was Wednesday and we are now adding Monday. This should not have an impact on the current staff.

Meals will be prepared daily for meal sites below:

Monday New Castle and Parachute

Tuesday Rifle

Wednesday Silt and Parachute

Thursday Rifle

Friday Rifle

Prior Board Motions:

This contract has been approved by council over the past several years. This is the first year we have submitted an RFP.

Background Information:

The City of Rifle has prepared senior meals for the west end of Garfield County for many years. This is the first year Garfield County has put this out as an RFP. The City of Rifle was awarded the contract with the negotiated price of \$10.25 per meal with an annual cap of \$169,125.00.

Executive Summary:

This new contract is standard to previous years with only two changes made, one being the reimbursement rate going from \$7.25 to \$10.25 per meal for all meal sites we serve. The second change is adding a meal day for the Town of Parachute serving them on Monday and Wednesday, previous years we only did Wednesday. This contract has been discussed with council and I see no reason for not approving the contract for July 1, 2021 thru June 30, 2022.

Notification Requirements:

N/A

Prepared By:

Tami Sours, Senior Center Director

Attachments:

1. IGA Congregate Meals 2021-2022

STANDARD PURCHASE CONTRACT FOR SERVICES

This STANDARD PURCHASE CONTRACT FOR SERVICES (the “Contract”) is entered into by and between GARFIELD COUNTY, COLORADO (the “County”), a political subdivision of the State of Colorado, through an authorized representative of the BOARD OF COUNTY COMMISSIONERS (the “BOCC”), and CITY OF RIFLE, COLORADO (the “Contractor”), whose principal place of business is 50 Ute Avenue, Rifle, CO 81650, in accordance with the applicable provisions of the Garfield County Procurement Code.

RECITALS

- A. Contractor has been selected to provide the services defined in this Contract to or on behalf of the BOCC in accordance with the Garfield County Procurement Code.
- B. The BOCC wishes to retain Contractor as an independent contractor to provide, and Contractor wishes to provide to the BOCC, the services defined in this Contract on the terms stated in this Contract.
- C. The BOCC is authorized to acquire and contract for these services by Colorado Revised Statutes §30-11-101, *et seq.*
- D. This Contract is subject to the requirements of 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the BOCC and the Contractor agree:

AGREEMENT

1. **Purpose.** The purpose of this Contract is to define the terms and conditions by which Contractor will provide Senior Meal Services to residents in the western portion of Garfield County as more specifically defined by Solicitation Document No. RFP-GC-DHS-02-21 which is incorporated herein for all purposes, and as defined in **Attachment A** (the “Scope of Services”).
2. **Term and Renewal.** The initial term of this Contract is from 7/1/2021 to 6/30/2022. At the expiration of the initial term, the Contract may be extended for up to two additional one-year terms upon the express written consent of the parties.
3. **Authorized County Representative.** The BOCC shall be represented by Sharon Longhurst-Pritt (the “County Representative”), who is designated and authorized to act on behalf of the BOCC for all purposes relating to the budget, performance, administration, payment, and successful completion of this Contract.
4. **Compensation.** Contractor shall be compensated for services as earned in a total annual amount, including reimbursed expenses if allowed, not to exceed One Hundred Sixty-Nine Thousand One Hundred Twenty-Five Dollars (\$169,125.00). The BOCC has lawfully appropriated an amount sufficient

to pay this amount and is under no obligation to make any future appropriation or allocation to this Contract. Any amount appropriated but not earned by December 31 in any year in which this Contract is in effect shall automatically expire on December 31 of that year.

- a. Invoicing Procedures. Payment(s) will be made to the Contractor upon receipt and approval of an invoice by the County Representative, who shall be the sole judge of the acceptability of the services and reasonableness of expenses. Contractor and the County Representative shall agree upon a mutually acceptable invoicing schedule. The County reserves the right to require additional information to support payments to the Contractor. Payments will be made to the Contractor within forty-five (45) days of receipt of invoice or other mutually agreed upon period.
- b. Mailing Address. All invoices and notices related to this Contract shall be sent to the County Representative at the following address: jumartin@garfield-county.com.

5. Scope of Contract. This Contract shall include all terms and conditions specified in Contractor's successful proposal or offer upon which this Contract was awarded, which is incorporated herein for all purposes. The following order of priority shall control: (a) this Contract; (b) Attachment A, Scope of Services; (c) Attachment B, Insurance Requirements, (d) Attachment C, Appendix II to Part 200 (Uniform Guidance), and (e) Attachment D, Grant Documents (optional).

6. Contractor Responsibilities. By entering into this Contract, Contractor agrees to diligently and professionally perform the services described in the Scope of Services and to meet all agreed upon delivery deadlines and dates of service, and agrees to comply with any and all applicable provisions of Attachment E.

7. County Responsibilities. The County shall provide information as necessary or requested by the Contractor to enable Contractor to perform under this Contract.

8. Quality and Performance. All products delivered pursuant to this Contract shall be newly manufactured and the current model, unless otherwise agreed. The County Representative shall be the sole judge in determining brand name equals with regard to quality, price, or performance. Any services shall be performed strictly in accordance with this Contract.

9. Insurance. Contract shall maintain insurance coverage sufficient to meet the requirements set forth in **Attachment B**, which is incorporated by this reference. Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County Representative in the event any changes are made during the term of this Contract.

10. Certification Regarding Illegal Aliens. This Contract is a public contract for services as defined by C.R.S. § 8-17.5-101(6)(a); therefore, by executing this Contract Contractor hereby:

- a. certifies that it does not and will not knowingly employ or contract with an illegal alien to perform work under this Contract;

- b. certifies that it has not and will not enter into a contract with a subcontractor that fails to certify that it will not knowingly employ or contract with an illegal alien to perform work under this Contract;
- c. certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (the "E-Verify Program") or the employment verification program established by the Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)(c) (the "Department Program");
- d. agrees that it will not use either the E-Verify Program or the Department Program procedures to conduct pre-employment screening of job applicants while this Contract is in effect;
- e. acknowledges that if it obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor is required to: (i) notify the subcontractor and the BOCC within 3 days that the Contractor has such actual knowledge; and (ii) terminate the subcontract if within 3 days of such notice the subcontractor does not stop employing or contracting with the illegal alien or provide information to establish that the subcontractor did not knowingly employ or contract with an illegal alien;
- f. agrees to comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation undertaken pursuant to its authority under C.R.S. § 8-17.5-102(5)(a); and
- g. acknowledges that if Contractor violates any provision of this ¶9, the BOCC may terminate this Contract and Contractor shall be liable for all actual and consequential damages to the BOCC as required by law.

11. Ethics. Contractor shall not engage in unethical conduct in its performance of this Contract and shall comply with and abide by any applicable laws, regulations, rules or codes relevant to or governing its performance.

12. Inspection, Acceptance, Remedies, and Breach. The County Representative shall have the right to judge performance and inspect the products of all services provided under this Contract. If any service performance does not conform to this Contract, the BOCC, through the County Representative, may require the Contractor to perform the service again without additional compensation. For defects in the quality or quantity of service that cannot be corrected by re-performance, the BOCC may (a) require Contractor to take necessary action to ensure future performance conforms to the Contract requirements and (b) equitably reduce the payment due to the Contractor to reflect the reduced value of the service performed, or (c) elect to terminate this Contract under the provisions of ¶21.

13. Records, Reports and Information. At such times and in such forms as the BOCC and the federal and state departments may require, the Contractor shall furnish statements, records, reports, data

and other information pertaining to matters covered by this Contract. The Contractor shall maintain its records in accordance with any requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of three (3) years after receipt of final payment under this Contract.

14. Audits and Inspections. At any time during normal business hours and as often as the BOCC or representatives of the federal and/or state funding sources for the services may deem necessary, the Contractor shall make its records with respect to matters covered by this Contract available for examination. The Contractor shall permit the BOCC or such representatives to audit, examine and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Contract. The BOCC may call for a certified, independent audit to be performed, at the Contractor's expense, by a mutually agreed upon auditor.

15. Independent Contractor. Contractor is an independent contractor and is free to perform services for other clients. Neither Contractor nor any agent or employee of Contractor shall be deemed an agent or employee of the County or the BOCC for any purpose. AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS CONTRACTUAL RELATIONSHIP. Contractor has no authority, express or implied, to bind the BOCC to any contract, liability, or understanding except as expressly set forth herein.

16. Sole Proprietor. If Contractor is a sole proprietor, by executing this Contract Contractor hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that Contractor is a United States citizen, a permanent resident of the United States, or is lawfully present in the United States pursuant to federal law and agrees to provide proof of lawful presence in the United States with valid identification as defined in C.R.S. § 24-76.5-103(4)(a) prior to starting work for the BOCC. Contractor further acknowledges that making a false, fictitious, or fraudulent sworn statement is punishable as perjury in the second degree under C.R.S. § 18-8-503.

17. No Conflict of Interest. During the term of this Contract, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC. Contractor represents that it is not aware of any transaction, activity, or conduct that would affect Contractor's judgment, actions or work by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. Contractor agrees that no official, officer or employee of the County has any personal or beneficial interest whatsoever in the services provided by this Contract. Contractor also agrees not to hire, pay or contract for the services of any official, officer or employee of the County during the term of this Contract.

18. No Assignment and No Third-Party Beneficiaries. Contractor shall not assign any rights, delegate any duties or subcontract any part of the performance required by this Contract without the express written consent of the County. Enforcement of the terms and conditions of this Contract and all rights of action relating thereto are strictly reserved to the County and the Contractor and nothing contained in this Contract shall give or allow any such right of action to any third party.

19. Indemnification. The County cannot and does not agree to indemnify, hold harmless, exonerate or assume the defense of Contractor or any other person or entity for any purpose. Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from all claims, demands, suits, actions or proceedings, including workers' compensation claims, in any way resulting from or arising from this Contract, including those for professional negligence, except for those damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

20. No Waiver of Governmental Immunity. The parties acknowledge that the County, its commissioners, officials, officers, directors, agents and employees are relying upon and do not waive the immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

21. Termination.

a. Termination Prior to Shipment. If Contractor has not accepted this Contract in writing, the BOCC may cancel this Contract by written or oral notice to Contractor prior to any shipment of goods.

b. Termination Prior to Performance. If the Contractor is providing services as part of its obligations under this Contract, the BOCC may cancel this Contract by written or oral notice to the Contractor prior to commencement of any work.

c. Termination for Cause. (i) If Contractor refuses or fails to timely and properly perform any of its obligations under this Contract with such diligence as will ensure its completion within the promised timeframe, the BOCC may notify Contractor, in writing, of non-performance and, if not corrected within the time specified in the notice, terminate Contractor's right to proceed with performance or such part thereof as to which there has been delay or a failure. Contractor shall continue performance of this Contract to the extent not terminated and be liable for excess costs incurred by the BOCC to procure similar goods or services from another source. Payment for completed services performed and accepted shall be at the price set forth in this Contract. The BOCC shall not be responsible for payment for any services terminated under this provision. (ii) The BOCC may withhold amounts due to Contractor as the BOCC deems necessary to reimburse the BOCC for excess costs and damages incurred in completing or procuring similar goods and services. (iii) If, after rejection, revocation, or other termination of Contractor's right to perform, the BOCC determines that Contractor was not in default or the delay was excusable, the rights and obligations of the BOCC and Contractor shall be the same as if the notice of termination had been issued pursuant to ¶21(d) below.

d. Termination in Public Interest. The BOCC, through the County Representative, is entering into this Contract for the purpose of carrying out the public policy of the BOCC. If this Contract ceases to further such public policy, the BOCC, in its sole discretion, may terminate this Contract in whole or in part and such termination shall not be deemed to be a breach of BOCC's obligations hereunder. This section shall not apply to a termination for Contractor's breach, which shall be governed by sections set forth above. The BOCC shall give written notice of termination to Contractor specifying the part of the Contract terminated and when termination becomes

effective. Upon receipt of notice of termination, Contractor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the BOCC shall pay (i) reasonable settlement expenses; (ii) the Contract price or rate for supplies and services delivered and accepted; (iii) reasonable costs of performance on unanticipated supplies and services; and (iv) reasonable costs incurred in preparation for delivery of the undelivered goods. For existing goods, the BOCC shall pay (v) reasonable settlement expenses; (vi) the Contract price for goods delivered and accepted; and (vii) reasonable costs incurred in preparation for delivery of the undelivered goods.

22. Compliance with Laws and Regulations. The Contractor shall comply with all laws, ordinances, codes and regulations of the federal, state, and local governments applicable to this Contract, in its performance under this Contract. Without limiting the generality of this Section, Contractor shall not discriminate against any person on the basis of race, color, national origin, religion, sex, age, political beliefs or handicap. The Contractor acknowledges that applicable law includes, without limitation, Appendix II to Part 200 attached hereto and incorporated herein as **Attachment C**. Any fines paid or expenses incurred by the BOCC, due to Contractor's violation of applicable law or regulation, shall be reimbursed to the BOCC by the Contractor.

23. Notices. Notices to be provided under this Contract shall be given in writing either by hand delivery or by certified mail, return receipt requested United States mail, to the following:

To the County: Sharon Longhurst-Pritt
Garfield County Department of Human Services
195 W. 14th Street
Rifle, CO 81650

AND Procurement and Contracts Director
810 Pitkin Avenue
Glenwood Springs, CO 81601
970-384-5018

To the Contractor: Tami Sours
City of Rifle Senior Center
50 Ute Avenue
Rifle, CO 81650

24. County Ownership - Works Made for Hire. Any and all deliverable items prepared under this Contract shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display,

perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

25. Fund Availability and Annual Appropriation. If this Contract is funded in whole or in part with state or federal funds, it is subject to and contingent upon the continuing availability of those funds for the purposes hereof. Financial obligations of the BOCC, payable after the current fiscal year, are contingent not only upon a mutual agreement to renew this Contract as stated in ¶2 but also the budgeting, appropriation and other acts as necessary to make funds available for such renewal. The BOCC represents that it has properly budgeted and appropriated sufficient funds for the performance anticipated during the initial term of this Contract. To the extent this Contract requires performance or actions by the BOCC subsequent to the initial term, such performance or actions are specifically contingent on appropriation of funds to support those activities. If the subject of this Contract is for the design or construction of a public works project, as contemplated by C.R.S. §24-91-103.6, as amended, this section shall constitute notice of phased construction with initial appropriation for the current fiscal and calendar year. The BOCC may consider subsequent appropriations necessary for performance by the Contractor in any following calendar and fiscal years if the BOCC desires such performance.

26. Contract Integration and Interpretation. This Contract represents the entire agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. This Contract and any attachments referenced constitute the entire agreement between the parties. The headings contained in this Contract are for reference and convenience only.

27. Modifications. This Contract may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by the BOCC and the Contractor.

28. Choice of Law. This Contract shall be governed by the laws of the State of Colorado. Venue for all actions relating to the terms of this Contract shall lie in the District Court for Garfield County, State of Colorado.

29. Counterparts and Electronic Signatures. This Contract may be executed in counterparts, each of which shall be deemed an original. Electronic signatures of, or on behalf of, the BOCC or the Contractor on this Contract and any modification thereof shall be effective for all purposes.

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

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and effective as set forth above.

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO**

By: _____
Authorized County Representative
Name: _____
Title: _____
Date: _____

CONTRACTOR: CITY OF RIFLE, COLORADO

ATTEST:

By: _____
Mayor

City Clerk

Attachments:
A – Scope of Services
B – Insurance Requirements
C – Appendix II to Part 200 (Uniform Guidance)
D - Grant Documents (Optional)

ATTACHMENT A

SCOPE OF SERVICES

Western Portion of Garfield County Senior Meals Contract **2021 - 2022**

Purpose: To prepare appropriate and dietitian approved noon-time meals for transport to four approved congregate (served hot in a congregate setting) or Temporary Grab and Go (heat at home) meal sites in New Castle, Silt, Rifle and Parachute. Meals are served Monday - Friday throughout Garfield County. Meals are expected to be delivered to the meal sites by 11:30 or 11:45 a.m. at the latest so that meals can be served promptly at noon.

At the present time, we are serving Temporary Grab and Go meals until we receive permission from the State Unit on Aging, Region XI Area Agency on Aging, and the Garfield County Health Department to resume our congregate meals throughout Garfield County. We utilize the same meal sites for both Temporary Grab and Go and congregate meals. Contractor will be notified once permission has been granted to resume congregate meals.

1. Contractor shall provide agreed upon services for delivery to:
 - RIFLE SENIOR CENTER (Senior Delight Meal Program located at 50 Ute Ave in Rifle) on Tuesdays, Thursdays, and Fridays
 - VALLEY SENIOR CENTER (located at 540 North Parachute Avenue in Parachute) on Mondays and Wednesdays at 12:00 p.m.
 - SILT TOWN CENTER (Meet n' Eat Meal Program located at 600 Home Avenue in Silt) on Wednesdays at 12:00 p.m.
 - NEW CASTLE SENIOR HOUSING COMPLEX (The Gathering located at Castle Valley Ranch in New Castle) on Mondays at 12:00 p.m.
2. Garfield County Department of Human Services Senior Meal Program (GCDHS Senior Meal Program) shall pay for the exact number of meals ordered for all locations.

The final meal reservation count will be provided no later than 24 hours prior to when meals are needed, with tentative numbers provided 48 hours in advance. A reservation system shall be used to prevent overproduction and food waste.

Bulk temperature-controlled containers shall be utilized for the meal transport and provided to the contractor prior to the start of meal contract. These cambro containers shall be used by the contractor to transport food to and from New Castle, Silt, Rifle and Parachute locations.

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

Meal sites shall be closed according to the holiday schedule established by the Garfield County Board of County Commissioners (Attachment 6). Any change requests from this schedule requires approval from the Board of County Commissioners.

3. Contractor shall provide space, equipment, fixtures, and utilities necessary to perform the work stated above.

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

4. All menus will be prepared by the GCDHS Senior Meal Program staff and/or the registered dietitian along with meal preparation plans. The Contractor shall follow the menu as submitted, so we meet the State Unit on Aging requirements. Menus for the next month will be shared with the contractor by the 25th of the month prior.

- Menus shall contain at least one-third of the current recommended dietary allowance (RDA) as analyzed, utilizing the Nutrient Standards Method or acceptable computer program method.
- Menus shall consider the special needs of the elderly and ensure that each meal contains at least one-third (33 1/3 %) of current RDA as established by the Food and Nutrition Board of the Institute of Medicine and the National Academy of Sciences.
- Each meal shall contain at least 600 calories. Nutritional adequacy shall be documented with computer analysis by the GCDHS Senior Meal Program registered dietitian. Maintenance of optimal nutritional status through menu planning is reflected in menus moderate in fat, salt, simple sugars and high in fiber.
- At a minimum, each meal shall provide:
 - o one serving (2-3 ounces) of meat or meat alternative,
 - o two ½ cup servings of fruit and/or vegetables excluding pasta, rice, and dessert,
 - o eight ounces of 2% or lower milk or buttermilk,
 - o one serving of bread or bread alternative prepared from recipe (whole-wheat if possible),

- o coffee or tea (1-2 cups per person), and
 - o Condiments such as vinegar, ketchup, mustard, salt, pepper, etc.
- Menus shall be served as planned unless a substitution is approved in advance of the meal. A complete menu move from one day to another does not constitute a substitution. All menu substitutions must be approved in advanced by GCDHS Senior Meal Program Registered Dietitian in writing. (Form in Attachment #5) When substitutions are made, the GCDHS Senior Meal Program staff maintains records on-site of the substitution form which documents the: 1) date of substitution, 2) original menu item/s, 3) substitute item/s and 4) reason for the substitution.
- GCDHS Senior Meal Program shall have the right to inspect the food to determine compliance with regulations and to withhold payment for meals not meeting prescribed requirements. GCDHS Senior Meal Program staff shall be notified of any changes in menus and a menu change form shall accompany any change. A change shall meet the 1/3 RDA for the elderly.

Portion control is outlined in Attachment 2.

5. Contractor shall purchase the food required for the meal preparation according to the following specifications:

- Milk and buttermilk shall be fresh pasteurized; 2% or lower.
- Fresh produce shall be US Grade No. 1 or equivalent.
- Canned goods shall be no lower than US Grade B or equivalent.
- Frozen or dried foods shall be no lower than US Grade B.
- Cheese shall be US Grade A.
- Spices and condiments shall be fresh and good quality (to include salt, pepper, ketchup, soy sauce, mustard, mayonnaise, creamer, and sugar, etc.), as well as coffee and tea products.
- Meats, poultry, and fish shall be no lower than US Grade Good: all USDA inspected and no more than 30% fat content by weight.
- Breads, crackers, and pastry shall be all good quality made with enriched flour and whole wheat, if possible.
- Rice shall be long grain, enriched or converted.
- Textured vegetable protein may be mixed with meats in the amount not to exceed 30%.
- Breeding for meat products shall not exceed 25% of weight.
- Coffee, tea, decaffeinated beverages shall be provided, however these products do not fill the nutritional meal pattern requirements.
- All food purchases are through an approved commercial vendor.

- No foods past their expiration or use-by-date shall be used or served in the GCDHS Senior Meal Program.
- Home prepared foods, such as canned, frozen or potluck dishes cannot be used.

6. Food safety and handling requirements shall be followed. The Contractor shall adhere to the Colorado Department of Public Health and Environment's most current retail food establishment policy and regulations. Consumers may take home their uneaten food from a congregate meal site in take-out containers provided by GCDHS Senior Meal Program which lists the date the meal was made, a use-by date four days from the date of service and the words "refrigerate immediately or consume within 2 hours". Current labels for Temporary Grab n' Go Meals will state the Meal Served Date, Use by (3 days later) date, and per health department regulations the words "Refrigerate immediately or consume within two hours. Reheat to an internal temperature of 165F. Microwave for 2 minutes and let food stand covered for two minutes." Each consumer that chooses to take their leftovers home shall be advised by GCDHS that they are taking the leftovers at their own risk.

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

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

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

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

- Hot food shall be transported and served at a temperature of 135 degrees or above.
- Cold food shall be transported and served at a temperature no higher than 41 degrees.

- Daily kitchen temperatures of hot and cold food are documented in writing and given to the GCDHS Senior Meal Program with the meal and staff will add the temperatures at the beginning and end of the meal service at each meal site. GCDHS Senior Meal Program staff will return a copy of the form to the Contractor after meal service is completed.
- GCDHS Senior Meal Program shall be responsible for maintaining applicable health standards and proper temperatures throughout the serving time.

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

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

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

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

Contractor agrees to follow how NSIP funds may be used:

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

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

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

- Other service costs such as nutrition education or nutrition counseling
- Contractor further agrees that it shall not use the funds to supplant other contracts/programs, and that it is subject to Uniform Guidance (2 CFR Part 200) monitoring requirements.

11. Any donated food received by GCDHS Senior Meal Program and provided to the Contractor shall be utilized solely for the purpose of food service operations. The Contractor will complete the locally grown and sourced produce form on each donated food item. (Attachment #8). Any completed forms will be provided to the GCDHS Senior Meal Program staff monthly.

GCDHS Senior Meal Program chooses to utilize donated locally grown produce or purchase locally grown produce from suppliers and shall ensure all produce is wholesome and of good quality and has been obtained from growers or suppliers that have a food safety plan in place that includes food safety and handling protocols based on the "Guide to Minimize Microbial Food Safety Hazards for Fresh Fruit and Vegetables".

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

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

14. Compensation for meals shall be paid on a unit cost basis. There shall be no difference between the unit cost of a federally funded, state, or local funded meal. The Contractor shall make available all documentation underlying the monthly invoice upon request including but not limited to time sheets, expense report and vendor invoices.

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

Monthly invoices for payment shall be received in the Garfield County Department of Human Services 195 W. 14th Street, Building B, Rifle CO 81650 or via email at jumartin@garfield-county.com **by the fifteenth (15th) of the following month.**

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

- Participant Eligibility - Individuals sixty (60) years of age or older and their self-declared spouse, a volunteer under 60, and Persons with disabilities under special conditions as outlined in State Unit on Aging Policy and Procedures 411.1.
- Participant Contributions - Individuals receiving meals are provided an opportunity to contribute to the cost of the meal. No participant shall be denied a meal for not contributing.
- Guests - Guests under 60 may consume a meal only when it shall not deprive an eligible individual of an opportunity to receive a meal. Guests shall be asked to pay the posted guest fee. (Reference cite: Volume 10, Section 10.470(B)).

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

17. Contractor may not be suspended or disbarred from receiving federal funds.

18. Contractor must be legally able to perform work in Colorado and must be able to continuously meet the County's insurance requirements.

19. The Selection Committee will be asked to score proposals based on the criteria listed in Section 5 of the RFP.

Attachments:

1. Operating Site Menu Rules and Regulations
2. Portion Sizes for Food Served

3. Food Safety Procedures
4. Registered Dietitian Role
5. Menu Substitution Form
6. GCDHS Senior Meal Program Holiday Closures
7. Locally Grown and Sourced Produce Form

Operating Site Menu Rules and Regulations for
GCDHS Senior Meal Program

Helpful Tips for Food Pro Recipe Reading

Look for ALL Components & methods of direction:
Components:

- Title
- Yield
- Ingredients

Directions/ Method/ Instructions:

- Cooking Methods
- Nutrition Analysis
- Serving Size

Rules for reading a recipe:

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

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

Rules for Converting a Recipe:

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

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

Example:

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

#2 4 lbs. (new)/ 9 lbs. (old) = 0.44 CF

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

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

- Always round up...for ex 3.33=3.5 or 0.44= 0.50

- When cooking, do not multiply ingredients like spices or fats and oils by the RCF (recipe conversion factor) for sautéing because you do not want to add too much.

On Food Pro recipe serving sizes are in grams.

How do I convert grams to ounces to figure out serving size or scoop size?

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

Converting Serving Sizes:

Grams ➡ Ounces

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

For Example -

240 grams *0.035274=8 ounces

Quantity Control:

Scoop Size	Measure	Ounces
6	2/3 cup	5
8	½ cup	4
10	3/8 cup	3 ¾
12	1/3 cup	2 ¾
16	¼ cup	2
20	3 1/5 T	1 ½
24	2 2/3 T	1 1/3

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

For Example:

Scoop # 12 - 32/12=2.67 ounces

Portion Sizes for Foods Used in GCDHS Senior Meal Program

Vegetable Portions:

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

Grain Portions:

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

Soups:

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

Meat/Fish/Poultry:

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

Casseroles:

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

Fruit:

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

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

Dessert:

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

Condiments:

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

*** Other details stated in individual analysis reports.

Guidelines for low-fat meal preparation:

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

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

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

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

Food Safety Procedures

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

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

Reheating: Always reheat food 165 degrees F.

Methods of Thawing:

Refrigeration - keep its temperature at 41 degrees F or lower.

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

Microwave - must be cooked immediately after thawing.

Cooking - Thaw food as part of the cooking process

Cooling:

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

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

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

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

Total cooling time CANNOT BE LONGER THAN SIX HOURS!

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

Preferred methods of cooling:

- Ice bath
- Blast chiller
- Ice Paddle

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

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

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

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

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

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

- B12
- B6
- Dietary Fiber
- Calcium
- Vitamin C
- Sodium

Conduct periodic site visits to ensure menus are following protocol and menus are meeting the wants and needs of meal site attendees within state regulations. Our policy is to always aim for the 'middle of the road' to try to please all attendees from Parachute to Carbondale.

Nutrition monitoring and consults for high-risk seniors.

Nutrition education and presentations related to newsletter topic and/or monthly themes, quarterly.

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

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

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

Vitamin C > 30 mg

Calcium >400mg

Fiber >9.5 g

Vitamin B6>0.56 mg

Sodium < 1200

Vitamin B12 >0.8ug

Why are these 6 nutrients analyzed?

Special nutrient needs for Older Adults.

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

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

MENU SUBSTITUTION FORM

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

1. Date of Substitution: _____

2. Original menu item: _____

3. Substitution menu item: _____

4. Reason for Substitution: _____

Completed by: _____

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

Updated March 2021

GCDHS Senior Meal Program – July 1, 2021 to June 30, 2022
Holiday Closures

July 5th - Independence Day
Monday, September 6th – Labor Day
Wednesday, November 11th – Veteran’s Day
Thursday, November 25th – Thanksgiving Day
Friday, November 26th – Post Thanksgiving Day
Thursday, December 23rd – Pre Christmas-Eve Day
Friday, December 24th – Christmas Eve Day
Friday, December 31st – Pre-New Year’s Day
Monday, February 21st – President’s Day
Monday, May 30th– Memorial Day

LOCALLY GROWN AND SOURCED PRODUCE

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

When utilizing donated produce, the CONTRACTOR shall document the following:

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

Name _____

Address_____

City _____

Phone_____

5. Menu item donated produce was used in _____

6. Date donation was served to clients _____

Form Completed by _____ Date: _____

Please complete this form for each donation or garden produce and provide it to:

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

Attachment B

Insurance Requirements

To commence work and receive compensation pursuant to the Contract, Contractor shall demonstrate that it has in effect insurance sufficient to satisfy, at a minimum, the requirements stated below and shall maintain such insurance until its obligations under the Contract have been discharged. These insurance requirements are not intended to limit the indemnity provisions of this Contract and the BOCC does not warrant that these minimum limits are sufficient to protect Contractor from liabilities that might arise out of the performance of this Contract. All insurance required by this Attachment C shall be issued by companies authorized to do business in the state of Colorado and written on forms satisfactory to, filed with and approved by the Colorado Department of Insurance.

Commercial General Liability- Occurrence Form

The policy shall be endorsed to include the following additional insured language: “Garfield County, Colorado, its elected officials, trustees, employees, agents, and volunteers” shall be named as an “Additional Insured” with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

Minimum Limits:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

Automobile Liability *(can be waived if the Contract does not involve use of motor vehicle)*

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Minimum Limits:

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
---	-------------

Worker’s Compensation and Employers’ Liability

Minimum Limits:

Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employers Liability)	
\$100,000/\$100,000/\$500,000	

Professional Liability (Errors and Omissions Liability) *(applies only if Contract requires the services of a licensed professional).*

The policy shall cover professional misconduct or lack of ordinary skill for professional services required by this Contract. If the professional liability insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Minimum Limits:

Per Loss	\$1,000,000
Aggregate	\$2,000,000

Additional Requirements: Where Garfield County is named as an additional insured, it shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits exceed those required by the Contract. Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. For the provisions of Commercial General Liability and Automobile Liability, the insurance policy must include contractual liability coverage.

Notice of Cancellation: Each policy shall provide the required coverage and shall not be suspended, voided or canceled during the term of this Contract unless 30 days prior written notice has been given to the BOCC; if cancellation is for nonpayment of premium, then 10 days prior notice must be given. Notice shall be sent to: Garfield County Procurement Department, 810 Pitkin Ave., Glenwood Springs, CO 81601.

Verification of Coverage: Contractor shall furnish a certification of insurance (ACORD form or equivalent) signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved before work commences. Each required insurance policy must be in effect at or prior to commencement of work under and remain in effect for the duration of the project and for two (2) years after completion of the project. Failure to maintain coverage required by this Contract or to provide evidence of renewal is a material breach of the Contract.

Approval: Any request for modification or variation from the insurance requirements in this Contract shall be directed to the Contracts Manager at 970-945-1377 Ext. 4104. Such action will not require a formal contract amendment but may be made by administrative action.

Attachment C

Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements--As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(L) Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXAMPLE WORKSHEET TO CALCULATE NSIP RAW FOOD AMOUNT FROM UNIT MEAL COST

Date September, 2021 Site VENDOR NAME

						NSIP Eligible Cost column: Need to know amount or what percentage of the Food Cost per meal are NSIP eligible?		NSIP Raw Food column: equals NSIP eligible cost * Numbers Ordered	
Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal				
9/6/2021	Carbondale	20	\$ 4.25	\$ 85.00	\$ 3.17	<i>NSIP Eligible = Domestically produced foods, defined as food grown in the State/ Territories/Tribes or food products processed/produced in States/Territories/Tribes equals Food Cost Per Meal * % of domestically produced foods</i>			
9/13/2021	Carbondale	25	\$ 4.25	\$ 106.25	\$ 2.46				
9/20/2021	Carbondale	27	\$ 4.25	\$ 114.75	\$ 2.77				
9/27/2021	Carbondale	25	\$ 4.25	\$ 106.25	\$ 2.24				
Totals		97	\$ 4.25	\$ 412.25					

Example:

(I used 75% for domestically produced foods in this example)

Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal	NSIP Eligible Cost	NSIP Raw Food	Remaining Cost
9/6/2021	Carbondale	20	\$ 4.25	\$ 85.00	\$ 3.17	\$ 2.38	\$ 47.55	\$ 37.45
9/13/2021	Carbondale	25	\$ 4.25	\$ 106.25	\$ 2.46	\$ 1.85	\$ 46.13	\$ 60.13
9/20/2021	Carbondale	27	\$ 4.25	\$ 114.75	\$ 2.77	\$ 2.08	\$ 56.09	\$ 58.66
9/27/2021	Carbondale	25	\$ 4.25	\$ 106.25	\$ 2.24	\$ 1.68	\$ 42.00	\$ 64.25
Totals		97	\$ 4.25	\$ 412.25			\$ 191.77	\$ 220.48

Total Number of Meals	97
Total Amount NSIP Raw Food	\$ 191.77
Total Amount Remaining	\$ 220.48
Total Amount Due	\$ 412.25

Garfield County DHS
Senior Nutrition Program

Vendor Template

Month		Sep-20							
Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal	NSIP Eligible Cost	NSIP Raw Food	Remaining Cost	
Tues/Thurs/Fri									
9/1/2020	Rifle	38	\$ 7.00	\$ 266.00	\$ 2.46	\$ 0.52	\$ 19.76	\$ 246.24	
9/3/2020	Rifle	45	\$ 7.00	\$ 315.00	\$ 2.30	\$ 0.48	\$ 21.60	\$ 293.40	
9/4/2020	Rifle	41	\$ 7.00	\$ 287.00	\$ 2.62	\$ 0.55	\$ 22.55	\$ 264.45	
9/8/2020	Rifle	40	\$ 7.00	\$ 280.00	\$ 3.04	\$ 0.64	\$ 25.60	\$ 254.40	
9/10/2020	Rifle	63	\$ 7.00	\$ 441.00	\$ 3.56	\$ 0.75	\$ 47.25	\$ 393.75	
9/11/2020	Rifle	49	\$ 7.00	\$ 343.00	\$ 1.83	\$ 0.38	\$ 18.62	\$ 324.38	
9/15/2020	Rifle	61	\$ 7.00	\$ 427.00	\$ 3.94	\$ 0.83	\$ 50.63	\$ 376.37	
9/17/2020	Rifle	47	\$ 7.00	\$ 329.00	\$ 2.91	\$ 0.61	\$ 28.67	\$ 300.33	
9/18/2020	Rifle	66	\$ 7.00	\$ 462.00	\$ 4.02	\$ 0.84	\$ 55.44	\$ 406.56	
9/22/2020	Rifle	37	\$ 7.00	\$ 259.00	\$ 2.92	\$ 0.61	\$ 22.57	\$ 236.43	
9/24/2020	Rifle	44	\$ 7.00	\$ 308.00	\$ 3.64	\$ 0.76	\$ 33.44	\$ 274.56	
9/25/2020	Rifle	37	\$ 7.00	\$ 259.00	\$ 2.91	\$ 0.61	\$ 22.57	\$ 236.43	
9/29/2020	Rifle	32	\$ 7.00	\$ 224.00	\$ 3.96	\$ 0.83	\$ 26.56	\$ 197.44	
	Rifle	30	\$ 7.00	\$ 210.00	\$ 4.76	\$ 1.00	\$ 30.00	\$ 180.00	
	Totals	630	\$ 7.00	\$ 4,410.00			\$ 425.26	\$ 3,984.74	\$ 4,410.00

Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal	NSIP Eligible Cost	NSIP Raw Food	Remaining Cost	
Wed									
9/2/2020	Parachute	73	\$ 8.00	\$ 584.00	\$ 1.83	\$ 0.38	\$ 27.74	\$ 556.26	
9/9/2020	Parachute	67	\$ 8.00	\$ 536.00	\$ 3.98	\$ 0.84	\$ 56.28	\$ 479.72	
9/16/2020	Parachute	64	\$ 8.00	\$ 512.00	\$ 2.28	\$ 0.48	\$ 30.72	\$ 481.28	
9/23/2020	Parachute	61	\$ 8.00	\$ 488.00	\$ 2.66	\$ 0.56	\$ 34.16	\$ 453.84	
9/23/2020	Parachute	56	\$ 8.00	\$ 448.00	\$ 2.62	\$ 0.55	\$ 30.80	\$ 417.20	
9/30/2020	Parachute		\$ 8.00	\$ -		\$ -	\$ -	\$ -	
	Totals	321	\$ 8.00	\$ 2,568.00			\$ 179.70	\$ 2,388.30	\$ 2,568.00

Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal	NSIP Eligible Cost	NSIP Raw Food	Remaining Cost	
Wed									
9/2/2020	Silt	60	\$ 7.00	\$ 420.00	\$ 1.83	\$ 0.38	\$ 22.80	\$ 397.20	
9/9/2020	Silt	54	\$ 7.00	\$ 378.00	\$ 3.99	\$ 0.84	\$ 45.36	\$ 332.64	
9/16/2020	Silt	52	\$ 7.00	\$ 364.00	\$ 2.28	\$ 0.48	\$ 24.96	\$ 339.04	
9/23/2020	Silt	43	\$ 7.00	\$ 301.00	\$ 2.66	\$ 0.56	\$ 24.08	\$ 276.92	
9/23/2020	Silt	46	\$ 7.00	\$ 322.00	\$ 2.62	\$ 0.55	\$ 25.30	\$ 296.70	
9/30/2020	Silt		\$ 7.00	\$ -		\$ -	\$ -	\$ -	
	Totals	255	\$ 7.00	\$ 1,785.00			\$ 142.50	\$ 1,642.50	\$ 1,785.00

Date	Site	Numbers Ordered	Cost of Meals	Total	Food Cost Per Meal	NSIP Eligible Cost	NSIP Raw Food	Remaining Cost	
Mon									
9/7/2020	New Castle	16	\$ 7.00	\$ 112.00	\$ 3.28	\$ 0.69	\$ 11.04	\$ 100.96	
9/14/2020	New Castle	14	\$ 7.00	\$ 98.00	\$ 4.00	\$ 0.84	\$ 11.76	\$ 86.24	
9/21/2020	New Castle	14	\$ 7.00	\$ 98.00	\$ 1.35	\$ 0.28	\$ 3.92	\$ 94.08	
9/28/2020	New Castle	0	\$ 7.00	\$ -	\$ -	\$ -	\$ -	\$ -	
	New Castle	0	\$ 7.00	\$ -	\$ -	\$ -	\$ -	\$ -	
	Totals	44	\$ 7.00	\$ 308.00			\$ 26.72	\$ 281.28	\$ 308.00

Total Number of Meals 1250 **\$ 9,071.00**

Total Amount NSIP Raw Food **\$ 774.18**

Total Amount Remaining **\$ 8,296.82**

Total Amount Due **\$ 9,071.00**

Certification: I hereby certify that the above costs are true and valid costs incurred in accordance with the contract agreement.

Electronic Signature of Authorized Official:

Title of Authorized Official:

Date:

Garfield County Department of Human Services (GCDHS)

Budget Template Instructions

General Instructions:

The Budget Template - Should be used to explain how an agency plans to use GCDHS funds consistent with the proposed Scope of Services. Budget requests and their associated deliverables need to be in alignment and provide a consistent, logical picture of what is to be accomplished, by whom, and the associated costs. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in the Electronic Code of Federal Regulations (e-CFR).

The budget groups in the template are provided for guidance purposes only. Offerors are not required to address each budget group if it is not applicable to the proposal.

The information contained in each expenditure category helps GCDHS understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

A. Contract Information

Complete the top portion of the form by providing Agency Name and Budget Period.

Agency/Contractor Name: Enter agency's or contractor's name

Budget Period: Enter budget/ project period dates

B. Direct Personnel (Salary) and Fringe Benefits

It is GCDHS' expectation that agency employees included in this section will complete all of the work related to the project/contract.

Column B: Position Title

Example 1: Project Coordinator (salaried)

Example 2: Project Administrator (hourly)

Column C: Description of Work

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

Columns E-G (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

\$ 60,000 *Gross Annual Salary
 22% Fringe %
 \$ 13,200 *Fringe (\$60,000 x 22%)
 \$ 73,200 Annual Salary + Fringe (\$60,000 + \$13,200)
 100% *Percent of Time on Project
 \$ 73,200 Amount Requesting from GCDHS (automatically calculates)

*Enter into the Budget Template

Column H: Total Amount Requested from GCDHS

This column should reflect the amount(s) the agency is requesting from GCDHS for each employee working on the project.

Total Direct Personnel (Salary) and Fringe Benefits

This row should show the totals for each columns and reflect the total amount of Personnel Services costs the agency is requesting from GCDHS.

C. Direct Operating Costs - Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the GCDHS program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Scope of Services. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Scope of Services. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. GCDHS may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan.

Column B: Item

List the item in this column: i.e., mileage, lodging, meals, airfare

Column C-G: Description of Item

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the scope of services. Detail how cost estimates were determined.

Column H: Total Amount Requested from GCDHS

This column should reflect the amount(s) the agency is requesting from GCDHS for each travel line.

Total Travel Expenses

This row should total Travel Expenses the agency is requesting from GCDHS.

D. Direct Operating Costs & Supplies

Supplies and operating expenses may include, but are not limited to, postage, office supplies, educational materials, telephone, and copying.

Column B: Item

This column should list the item to be used in support of the Scope of Services. Noted below are two examples:

Example 1: Training Materials - TND materials for 225 youth for 3 schools

Example 2: Telephone lines/long distance and Internet services

Column C-G: Description of Item

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Scope of Services) and how cost estimates are calculated.

Example 1: Includes work book and other necessary supplies. Work book = \$15/student (\$15x225=\$3,375) and teacher supplies (paper, markers, flip chart, etc...) \$20/9 sessions (\$20x9=\$180)

Column H: Total Amount Requested from GCDHS

This column should reflect the amount(s) the agency is requesting from GCDHS for each supply item.

Total Direct Operating Costs & Supplies

This row should total the Supplies & Operating Expenses the agency is requesting from GCDHS.

E. Modified Total Direct Costs (MTDC)

This row should total the amount of all Modified Total Direct Costs the agency is requesting from GCDHS

F. Sub-Awards (includes both sub-grants and sub-contractors - payments to third parties)

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Scope of Services. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. GCDHS may request copies of contractual and grant agreements or MOU's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

Column B: Item

List the name of subgrantee

Example 1: ABC Training, Inc.

Column C-G: Description of Item

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors.

Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

Column H: Total Amount Requested from GCDHS

This column should reflect the amount(s) the agency is requesting from GCDHS for each subcontractor.

Total Sub-Awards

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from GCDHS.

G. Sub-Awards allowable for Indirect Expenses (limited to the first \$25,000 of each sub-award)

This category will help calculate the allowable indirect expenses. Indirect costs are limited to the first \$25,000 of each sub-award.

Column B:

a. Enter the total dollar amount of sub-awards less than \$25,000 each

a. Example \$15,000

b. Enter the number of sub-awards more than \$25,000 (not the total of the sub-award)

b. Example could be 0, 1, 2, 3 etc.

c. This cell should calculate the answer in b. X \$25,000 limit

c. Example 0 X \$25,000 = \$0 or 2 X \$25,000 = \$50,000

Column H:

This column should reflect the total allowable for indirect expenses (a + c). This will be added to the total direct charges to calculate the indirect cost rate in the next section

H. Indirect Cost Rate

Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the minimum rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate.

Column B:

Please reflect one of the Indirect Cost options for this section by marking an 'X' in one of the items for 1-3. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) De minimus Indirect Cost Rate pf 10% or (3) Not claiming an indirect cost rate

Column H Green Box:

Enter the % indicated by the answer provied in Column B (item 1-3)

Column C:

The Total Direct Charges, Allowable Sub-Award Total, and Total Costs eligible for indirect rate shall auto-calculate

Column H:

The total costs eligible for indirect rate will auto-calculate.

TOTAL

This row should be the TOTAL of all expenses, including Sub-Awards and Indirect Costs that the agency is requesting from GCDHS for the project.

BUDGET WITH JUSTIFICATION FORM - FEDERAL GRANT

A. Contract Information			
Agency/Contractor Name	City of Rifle	Budget Period	July 1, 2021 - June 30, 2022

Expenditure Categories					
B. Direct Personnel (Salary) and Fringe Benefits					
Position Title/Employee Name	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from GCDHS
					\$0
					\$0
					\$0
					\$0
Total Direct Personnel (Salary) and Fringe Benefits					\$0

C. Direct Operating Costs - Travel		
Item	Description of Item	Total Amount Requested from GCDHS
		\$0
		\$0
		\$0
Total Direct Operating Costs - Travel		\$0

D. Direct Operating Costs & Supplies		
Item	Description of Item	Total Amount Requested from GCDHS
Meal Preparation	Preparation of Senior Meals for sites in New Castle, Silt, Rifle and Parachute/Battlement Mesa	\$169,125
	estimated number of meals and costs	\$0
	New Castle 1,000 meals - once a week	\$0
	Silt 1,700 meals - once a week	\$0
	Rifle 7,800 meals - three times a week	\$0
	Parachute/Battlement Mesa 6,000 - two times a week	\$0
	16,500 meals at \$10.25 each	\$0
		\$0
		\$0
Total Direct Operating Costs & Supplies		\$169,125

E. MODIFIED TOTAL DIRECT COSTS (MTDC) (Sections B-D)	\$169,125
--	-----------

F. Sub-Awards (includes both sub-grants and sub-contractors - payments to third parties)		
Name	Description of Item	Total Amount Requested from GCDHS
		\$0
		\$0
		\$0
		\$0
Total Sub-Awards		\$0

G. Sub-Awards allowable for Indirect Expenses (Limited to the first \$25,000 of each sub-award).		
a. Total dollar amount of sub-awards less than \$25,000 each =	\$ -	100% of sub-awards that are less than \$25,000 may be included in calculations for indirect cost rate.

b. Number of sub-awards more than \$25,000	-	The first \$25,000 of each sub-award exceeding the \$25,000 limit may be included in calculations for indirect cost	
c. # from G.b. X \$25,000 limit =	\$ -		
The sub-awardee total allowable for indirect expenses will calculate in the box to the right (a+c). You will add this amount to the total direct charges to calculate indirect cost rate in the next section.			\$ -
H. Indirect Cost Rate			
1. ☐ Federal negotiated indirect cost rate of % (Please attach supporting documentation.) Enter % in green cell here:			0%
2. ☐ De minimus indirect cost rate of 10%. Enter 10% in green cell here:			
3. ☐ Not claiming an indirect cost rate. (May include administrative costs allocated in Sections A-D.)			
Total Direct Charges (Section E):	\$ 169,125.00		\$ 169,125.00
Allowable Sub-Award Total (Section I):	\$ -		
Total Costs eligible for indirect rate:	\$ 169,125.00		
The indirect cost rate indicated multiplied by total costs eligible will calculate in the box to the right.			\$ -
I. Total Program Budget			
Subtotal Direct Charges (Section E)		\$	169,125.00
Subtotal Sub-Awards (Section F)		\$	-
Subtotal Indirect Cost Rate (Section H, if applicable)		\$	-
TOTAL Grant Award		\$	169,125.00



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

07/16/2021

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Report to City Manager 07.16.2021

WORK REPORT TO CITY MANAGER

07.16.2021

PIO

- Assisted with the City Manager update videos with Scott and Carlos. We have been focusing on shooting downtown whether in the businesses or out in the construction site. Citizens really seem to appreciate seeing the progress.
- Disseminated information to our citizens regarding our current water situation. Thank you to Robert Burns for the information.
- One of the most popular posts was thanks to Michelle Duran who let us know that our trash pick-up was on the normal day after the July 4th holiday and was not delayed as indicated on their website. Many staff members and citizens dashed home after receiving that news!
- Posted information regarding the governor's decision to rescind the emergency order and information about the Rocky Mountain River Festival. There has been great response to both of those.

COURT

- Handled 44 adult cases and 7 juvenile cases on July 7th court day. Held three hearings with inmates and had one defendant who inexplicably refused to be transferred from the jail despite Dewey Ryan's best efforts at trying to cajole him out of his cell for a scenic drive on a beautiful day.
- Sent out jury summonses for our August 11-12 jury trial. Check your mailbox!

PUBLIC WORKS

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

- Additional Airport Water Tank: received contingent approval of design from CDPHE - ready for bid.
- I-70 Exit 90 Gateway Beautification: package complete; waiting on CDOT.
- Geotech investigation of road conditions and subgrade of Cemetery (CTL); evaluation of Tripp Dr., Whiteriver Ave., and Morrow Dr. structural failures with proposals for repair (Kumar).
- Evaluation of demolition project for the Graham Mesa WTP facility.
- Assembly of contract bid package for Airport Road Chip/Seal – complete.
- Assembly of RAISE grant package for submission to CDOT – complete.

The following are projects currently under construction:

- Downtown 3rd Street and Railroad Avenue Rehabilitation project working in E. 3rd Street and the 300 block of Railroad Ave: casting curb/gutter/sidewalk on east 100 block of 3rd Street; building of storm water drain infrastructure in 300 block of Railroad Avenue; completed services along E. 3rd and preparing base.
- Xcel Energy is performing system upgrades; some in conjunction with Downtown Rehabilitation and some safety and operational improvements to gas system.

- GRHD Senior Care Center progress: construction of roadway surface of Hospital Hill Road.

Fleet:

- Continued development of Fleet Administration and Management.
- F-350 & Police Interceptor at Aftermarket Equipment Vendors; F-250 – ready.
- Ford F-550 – medium-duty snowplow at Kois Bros. for after-market outfitting.
- On-boarding of new F-250 for Wastewater Department.
- Preparation for July auction of vehicles for removal from City Fleet.
- Second IT Dept. vehicle picked from manufacturer from dealer and on-boarded.

Two weeks look-ahead:

- Completion of the lining of the liner repair for W. 3rd St. Storm Water Culvert.
- Bid solicitation for Ayers Associates design for the I-70 Exit 90 Gateway Beautification project depending on CDOT approval to proceed.
- Railroad Ave. & 3rd Street/Downtown Rehabilitation Project: paving of the Rifle House Parking lot and the south end of Railroad Ave.; further construction of storm drain structures in Railroad 3rd to 4th Street; continued construction of curb/gutter/sidewalk features of the 300 block of Railroad Ave and E. 3rd Street.
- Willow Ranch, Ph. II Construction – street repair and Government Creek re-vegetation.
- Continued Street Patch work and concrete curb/gutter rehabilitation.
- Completion of Geotech investigations and work to prepare reports for June; coordination of work with Parks & Rec for surveying of Cemetery roadways for development of scope of work package.
- Fleet purchase planning for the 2022 Budget.
- 2022 Budget development with department supervisors.

FINANCE

- Kearstin Pierce has been hired as the new Bookkeeper/Backup Utility clerk and will start full time Monday, July 26. We are excited we are able to keep her as part of the City of Rifle team.
- We have received the first tranche of our ARPA funds, about \$1.2M, and have invested them for now. Calculations to determine what portion of dollars will be available as 'lost revenue' are in process. There are 4 categories of expenditures which can qualify for these grant funds, and lost revenue is the most general. Staff will be meeting soon to determine what other projects might be eligible. City has until the end of 2024 to commit the funds for expenditure, and until 2026 to actually make the payments. Expenditures of more than \$750,000 per year will lead to a requirement of a Single Audit.
- June sales tax receipts will be finalized and posted by the end of this week. Still up over 2019 and 2020.
- A substantial payment has been received from the golf course. There is about \$2,000 remaining, and I will follow up with them to get that also paid.
- Starting around July 20, Department heads can begin input of their 2022 budget figures. All should receive an email to let them know when the system is ready. Must be submitted by Aug 20, then we can begin department head meetings around Aug 30.

PARKS AND RECREATION

Below is an update on revenue for the Pool, Recreation, and Rifle Mountain Park:

- Pool – Admission
 - \$74,408.50
- Pool – Swim Lessons
 - \$44,136.00
- Pool – Rentals
 - \$1,436.66
- Pool – Concessions
 - \$25,698.74
- Total Pool Revenue as of 7-12-2021
 - **\$145,679.90**

- RMP – Park Fees
 - \$26,860.74
- RMP – Community House
 - \$3,790.00
- RMP – Annual Parks Passes Fees
 - \$34,048.44
- Total RMP Revenue as of 7-12-2021
 - **\$64,699.18**

- Recreation Fees
 - \$34,048.44
- Facility Rental
 - \$4,063.33
- Total Recreation Revenue as of 7-12-2021
 - **\$38,111.77**

Total Parks and Recreation Revenue as of 7-12-2021

○ **\$591,556.08**

- Different numbers have been mentioned, but the pool currently has 35 lifeguards of the goal of 75. Staffing issues are driving OT consumption by the aquatics manager.
- The Recreation Program Manager has covered as Pool Manager on a number of occasions. Both the Recreation Program Manager and Aquatics Managers have covered as life guards and swim lesson instructors on numerous occasions.
- We will soon remove two Poplar trees, at Macintosh Park, that dying and have become hazards.
- More safety netting has been installed at the playground at Deerfield Park.
- O & M department recently added ADA ramp and crosswalk at Joyce Park on 24th Street.
- We are awaiting the survey, and geotechnical report for the cemetery.
- The 1st Phase 2 City Hall project coordination team meeting took place on Thursday, July 15th. Contracts are currently under review with legal and P.O.s have been issued.
- The project is expected to begin in August and be completed by the end of January, 2022.

POLICE

- We are working on a homicide case
- Garfield County Fair preparation
- Half the department is subpoenaed for court the week of the fair
- We are working through the results of testing for our potential new hires

CITY CLERK

- Coordinated conference calls for Council and Staff with Strategic Planning Facilitator
- Preparing for CIRSA auditor's yearly visit to inspect City facilities and observe procedures.
- Finalizing packets for interested 2021 election candidates