



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

August 4, 2021
7:00 PM
202 Railroad Avenue, Rifle, CO

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 Separation Agreement with City Manager Scott Hahn
 - 4.b.** Consider Professional Services Agreement with Scott Hahn
 - 4.c.** Designating Persons Authorized to Sign Checks - Resolution No. 6, Series of 2021
- 5. Presentation**
 - 5.a.** Rifle Downtown Project Update
- 6. Regular Agenda**
 - 6.a.** Consider the appointment of Brian Dow to the City of Rifle Planning Commission
 - 6.b.** Consider Amending Development Impact Fees - Ordinance No. 7, Series of 2021 - 1st Reading
- 7. Administrative Reports**
 - 7.a.** Report to City Manager
- 8. Comments from Mayor and Council**
- 9. Adjournment**



Agenda Item #4.a.

Agenda Item Name:

Consider Separation Agreement with City Manager Scott Hahn

Presenter:

James S. Neu, City Attorney

Item Description:

Recommended Action:

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 20210728-Separation Agreement-Hahn

SEPARATION AGREEMENT

The following is a Release and Waiver Agreement ("Agreement") between Scott Hahn, the undersigned Employee (referred to as "you" or "your") and the City of Rifle, Colorado ("EMPLOYER") together with its past and present Council members, officers, directors, employees, subsidiaries, predecessors, successors and assigns, regarding your employment with EMPLOYER and separation from employment.

Section A – Separation/Transition - Your separation from EMPLOYER is effective August 31, 2021 (the "Separation Date"); provided, however, the parties agree that you will be vacating your office and cease performing official duties on August 5, 2021 as you take a leave of absence with full pay and benefits up to and including the Separation Date. You will remain reasonably available by phone and assist with transition duties requested by staff or the interim city manager during the month of August. By separate agreement on the City's standard form professional services agreement entered into simultaneous with this Agreement, you agree to provide consulting services to the City at its request for additional transition duties through October 31, 2021.

Section B – Consideration - EMPLOYER will, as consideration for your release and promises set forth in this Agreement and pursuant to Sections 5.2 and 5.3 of your Employment Agreement, pay you a lump sum payment equal to three months' compensation and three months' COBRA coverage from the Separation Date, or in monthly installments at your discretion, less deductions required by law.

Section C - Release of EMPLOYER and Covenant Not to Sue

In consideration for the payment set out in Section B above, you agree to forever, unequivocally and unconditionally release from and covenant not to sue or assert against EMPLOYER any and all causes of action, whether at law or in equity, pertaining to or arising from the employment relationship of the parties and the termination of such employment relationship based in whole or in part upon any act or omission occurring on or before the date of this Agreement, whether negligent or intentional without regard to your present actual knowledge of the act or omission. The Release does not affect your right to file a charge with or participate before the Equal Employment Opportunity Commission. However you agree that in the event you bring a claim covered by the foregoing release in which you seek damages or other remedies against EMPLOYER or in the event you seek to recover against EMPLOYER in any claim brought by a government agency on your behalf, this agreement shall serve as a complete defense to such claims and that you are expressly waiving the right to recover damages and attorney's fees from any such proceeding. In consideration of your covenant not to sue, EMPLOYER agrees to unconditionally release from and covenant not sue or assert against you any and all causes of action, whether in law or in equity, pertaining to or arising from the employment relationship of the parties.

Causes of actions as used in this section shall mean all claims arising from or in any way connected with the employment relationship between the parties, any actions during the relationship, and/or the termination thereof, including, but not limited to, all "wrongful discharge" claims; all claims relating to any contract of employment, express or implied; any covenant of good faith and fair dealing, express or implied; any tort of any nature; any federal, state, or municipal statute or ordinance; any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Employee

Retirement and Income Security Act, Colorado Anti-Discrimination Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, Equal Pay Act, applicable State Law and Labor Regulations, and any other local, state and federal laws and regulations relating to wages, overtime, benefits and employment discrimination and any and all claims for attorneys' fees and costs. However, nothing in this Agreement shall be construed to limit your ability to present a workers' compensation claim in Colorado. Nor may any statement in this Agreement be construed to affect or limit Employer's ability to present any defense to your workers' compensation claim.

Section D – Older Workers Benefit Protection Act - You acknowledge that you have been informed pursuant to the federal Older Workers Benefit Protection Act of 1990 that:

1. You are advised to consult with an attorney before signing this Agreement;
2. You do not waive rights or claims under the federal Age Discrimination in Employment Act that may arise after the date this waiver is executed.
3. You have twenty-one (21) days from the date of receipt of this Agreement to consider this Agreement. You acknowledge that if you sign this Agreement before the end of the twenty-one (21) day period, it will be your personal, voluntary decision to do so and that you have not been pressured to make a decision sooner
4. You have seven days after signing this Agreement to revoke the Agreement, and the Agreement will not be effective until that revocation period has expired. If mailed, the rescission must be postmarked within the seven-day period, properly addressed to James S. Neu, Karp Neu Hanlon, 201 14th Street, Suite 200, Glenwood Springs, Colorado 81601. You understand that you will not receive any settlement payment under this Agreement if you rescind it, and in any event, you will not receive any settlement payment until after the seven-day revocation period has expired and you have complied with Section E.3. below.

Section E - Miscellaneous

1. Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Agreement.
2. Receipt of Agreement. You acknowledge that you received this Agreement on July 23, 2021.
3. Return of Property. You shall return to EMPLOYER the laptop following the termination of your consulting services on or before October 31, 2021 and any other property provided by the EMPLOYER; provided, however, you may retain your cell phone and number.
4. Entire Agreement: This Agreement represents the entire agreement and understanding between you and EMPLOYER your employment with and separation from EMPLOYER and the events

leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning your relationship with EMPLOYER.

5. Non-Disparagement. You agree to refrain from making any comment or taking any action that has the effect of damaging the reputation or integrity of the Employer or any of its officers, agents, directors, or employees. EMPLOYER agrees to refrain from making any comment or taking any action that has the effect of damaging the reputation or integrity of you.
6. Choice of Law. The parties agree that the laws of the State of Colorado shall govern this Agreement.
7. Facsimile Signatures. This Agreement may be executed by facsimile and in counterparts with the same force and effect as an original document.
8. Dispute Resolution. Any and all disputes between the parties arising out of this Agreement shall be resolved by the filing of an action in Garfield County Court, the parties waiving their right to trial by jury, waiving any right to appeal, and with the decision of the trial court being final and binding.

I have carefully read the above and I execute it voluntarily, fully understanding and accepting the provisions of this Agreement in its entirety and without reservation after having had sufficient time and opportunity to consult with my legal advisors prior to executing this Agreement. I have been advised to consult with an attorney prior to executing this Agreement. In agreeing to sign this Agreement I have not relied on any statements or explanation made by the Employer. I have had at twenty-one (21) days to consider this Agreement. I understand that if I do not return this Agreement signed by me to the EMPLOYER within the twenty-one (21) day consideration period this offer will expire. I understand that I may revoke and cancel the Agreement within seven (7) days after signing it by serving written notice upon EMPLOYER.

Employee:

Scott Hahn

Date

For the EMPLOYER:

Barbara Clifton, Mayor

Date



Agenda Item #4.b.

Agenda Item Name:

Consider Professional Services Agreement with Scott Hahn

Presenter:

James S. Neu, City Attorney

Item Description:

Consider Professional Services Agreement with Scott Hahn

Recommended Action:

Approve Professional Services Agreement with Scott Hahn

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 20210728-Professional Services Agreement-City Manager Consulting

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into effective the 1st day of September 2021 by and between the CITY OF RIFLE, COLORADO, a home rule municipality (the "City"), and Scott Hahn ("Contractor").

WHEREAS, the City desires that Contractor transition city manager duties as an independent contractor to the interim city manager, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. Services. The City agrees to retain Contractor to transition city manager duties as an independent contractor to the interim city manager ("Services"), upon the request and at the direction of the interim city manager, and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Compensation. The City agrees to pay Contractor a rate of \$85.00 per hour, not to exceed a total of \$10,000 for the term of this Agreement. The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until October 31, 2021, unless extended by written agreement of the parties.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the City. A rate sheet for such sub-Contractors shall be provided to the City.

5. Ownership of Instruments of Service. The final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating

criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the City. **Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Workers' Compensation Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the City an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit B and incorporated herein by reference.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

(i) The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall affect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall affect such termination by giving written notice of termination to the City, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under

this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

11. Reserved.

12. Work by Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.
- 13. Compliance with C.R.S. § 24-76.5-103.
 - a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:
 - (i) complete the affidavit attached to this Agreement as Exhibit C.
 - (ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.
 - b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the City determines through such verification process that Contractor is not an alien lawfully present in the United States, the City shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

14. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Rifle Municipal Code and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

15. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

16. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

19. Assignability. Contractor shall not assign this Agreement without the City's prior written consent.

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

21. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City: City Manager
 P.O. Box 1908
 Rifle, Colorado 81650

If to Contractor: Scott Hahn

25. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

26. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF RIFLE, COLORADO

By: _____
Title: Barbara Clifton, Mayor

ATTEST:

City Clerk

CONTRACTOR:

By: _____
Scott Hahn

EXHIBIT A

RESERVED

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS'
COMPENSATION LAW AND ACKNOWLEDGEMENT OF
RISK/HOLD HARMLESS AGREEMENT**

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the City liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the City, and Contractor agrees to defend, indemnify, and hold harmless the City from all such claims.

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement was acknowledged before me this ____ day of _____, 2020 by _____.

(Insert name of individual signing on behalf of Contractor)

My Commission Expires _____

Notary Public

EXHIBIT C

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

____ I am a United States citizen, or

____ I am a Permanent Resident of the United States, or

____ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY	Valid forms of identification
	---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit ---current Colorado identification card ---U.S. military card or dependent identification card ---U.S. coast guard merchant mariner card ---Native American tribal document
	The following forms of identification may be accepted through February 28, 2007*
	---original birth certificate from any state of the United States ---certificate verifying naturalized status by U.S. with photo and raised seal ---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport ---order of adoption by a U.S. court with seal of certification ---valid driver's license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI ---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card
	*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver's license. Contact your department director.



Agenda Item #4.c.

Agenda Item Name:

Designating Persons Authorized to Sign Checks - Resolution No. 6, Series of 2021

Presenter:

Misty Williams, Administrative Assistant

Item Description:

Designating Persons Authorized to Sign Checks - Resolution No. 6, Series of 2021

Recommended Action:

Approve Resolution No. 6, Series of 2021

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Resolution No. 6, Series of 2021 designates four individuals authorized to sign City checks. These individuals are determined by the office or position they hold at the City.

Executive Summary:

Resolution No. 6, Series of 2021 designates four individuals authorized to sign City checks. These individuals are determined by the office or position they hold at the City.

Notification Requirements:

N/A

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Resolution No. 6, Series of 2021 - Banking Signors

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 6
SERIES OF 2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
DESIGNATING PERSONS AUTHORIZED TO SIGN CITY CHECKS

WHEREAS, the City of Rifle has traditionally required three signatures on City checks;
and

WHEREAS, the City Council desires to designate those individuals authorized to sign
City checks.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rifle that
the following four persons, by reasons of their office, are authorized signatories on all City
checks:

Barbara Clifton
Mayor

Thomas Klein
Interim City Manager

Misty Williams
City Clerk

Michelle Duran
Finance Director

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at the
Regular City Council Meeting held this 4th day of August, 2021.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #5.a.

Agenda Item Name:

Rifle Downtown Project Update

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Receive Update on Downtown Project

Recommended Action:

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

None



Agenda Item #6.a.

Agenda Item Name:

Consider the appointment of Brian Dow to the City of Rifle Planning Commission

Presenter:

Patrick Waller, Planning Director

Item Description:

Brian Dow has applied to be appointed to the City of Rifle Planning Commission. City Council is responsible for appointing Planning Commission members.

Recommended Action:

Approve the appointment of Brian Dow to second alternate on the City of Rifle Planning Commission.

Fiscal Impact:

N/A

Operational Impact:

A full Planning Commission board helps the commission operate more efficiently, obtain more input, and makes it easier to get a quorum.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Staff recommends that Council appoint Brian Dow to the Planning Commission as a second alternate. He was introduced to the Planning Commission at a work session on July 27 and no issues were identified at that meeting. If Mr. Dow is appointed, the Planning Commission will have no vacant positions.

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Planning Commission Application - Brian Dow



***CITY OF RIFLE
APPLICATION FOR
BOARD VACANCY***

Name: Brian Dow

Address: 1921 Anvil View Ave

Mailing Address (if different):

How long have you been a resident of the City of Rifle? 1 year

E-mail: brian.dow@edwardjones.com Phone: 970-440-0800

Occupation: Financial Advisor Employer: Edward Jones

Please list the board(s) and/or commission that you are you interested in being considered for:
Rifle Planning and Zoning Commission

Please describe your interest in serving on this board/commission.

I'm interested in the future of Rifle and think that I can offer a thoughtful perspective.

What do you view as your role if you were selected to be a member of this board/commission?

I think my role would be to offer ideas that support the growth of Rifle and to help in the planning.

Please list any civic activities in which you have been involved.

Most of the civic activities have been with the Rotary Club of Rifle which include ringing the bell for the Salvation Army, the Annual Ball Drop, and handing out dictionaries to 3rd graders. I've also volunteered during various events for the Chamber like the chili cook off and lemonade stands during the Farmer's Market.

Please tell us about your qualifications to serve on this board/comission (education, experience, community service, etc.).

I'm a US Army veteran that has been deployed and served as a Platoon Sergeant during the deployment. I served as an Ambassador to the Rifle Chamber. I hold a leadership position with the Jail Ministry team at my church. I currently am the membership chair for the Rotary Club of Rifle. In my career, I've been involved in serving the Rifle community for the past 6 years.

In your opinion, what are the most significant issues facing the City of Rifle?

Transforming into a well sought out community while keeping the heritage alive.

Please provide any additional information or comments which you believe will assist the board/commission in considering your application.

I would like to add Joe Carpenter (City Council) as a reference to my application.

Oath of Applicant

I declare that this application and all attachments are true, correct, and complete to the best of my knowledge

Signature:

A handwritten signature in black ink, appearing to read 'J. Christensen', written over a horizontal line.

Applications must be submitted to the City Clerk's office either by mail to 202 Railroad Avenue, Rifle, CO 81650; or e-mail to kchristensen@rifleco.org. A resume, letter of interest, or other supplemental information may be attached to this application.



Agenda Item #6.b.

Agenda Item Name:

Consider Amending Development Impact Fees - Ordinance No. 7, Series of 2021 - 1st Reading

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider Amending Development Impact Fees - Ordinance No. 7, Series of 2021 - 1st Reading

Recommended Action:

Approve Ordinance No. 7, Series of 2021 on First Reading

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Please see memo attached

Notification Requirements:

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Development Fee Update
2. Ordinance No. 7-Impact Fees



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.

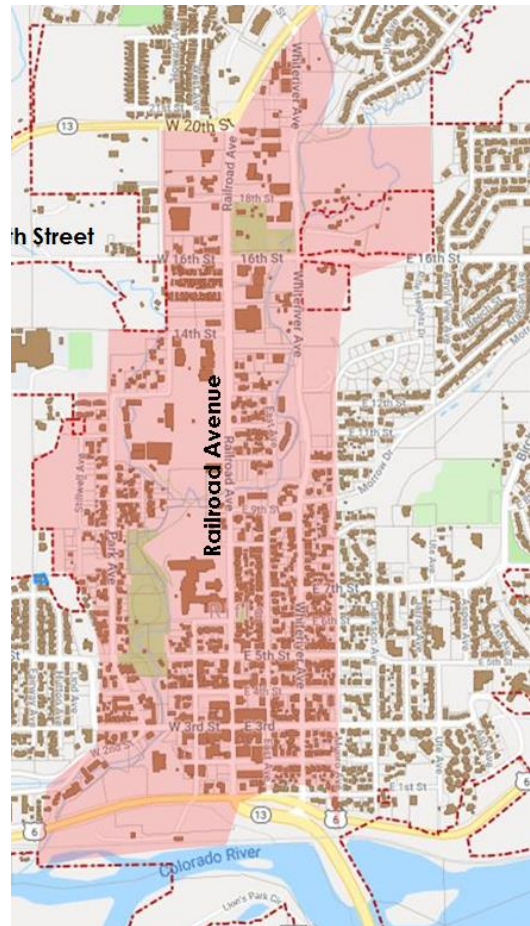
Staff recommends a 20% decrease for Impact Fees in this area. This decrease would make a significant difference in overall impact fees due, but would still ensure that these areas contribute to overall growth costs.

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.

CITY OF RIFLE, COLORADO
ORDINANCE NO. 7
SERIES OF 2021

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING
DEVELOPMENT IMPACT FEES AND ENACTING A NEW SECTION 16-1-
105 TO PROVIDE INCENTIVE FOR INFILL DEVELOPMENT.

WHEREAS, the City Council of the City of Rifle requested a Water and Wastewater Utility Rate Study (“Rate Study”) to ensure the fees charged by the City are fair and equitable, yet adequate to meet the City’s needs into the future; and

WHEREAS, the City commissioned Raftelis Consultants to prepare the Rate Study, which the City Council formally adopted by Resolution No. 4, Series of 2021; and

WHEREAS, following numerous workshops and discussions on development impact fees, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend the fees for Sections 13-4-70, 13-4-90 and 16-1-100 at Appendix A of the Rifle Municipal Code (the “Code” or “RMC”) accordingly, and enact a new Section 16-1-105 to the Rifle Municipal Code to provide an incentive for infill development.

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

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

Section 2. The following fees in the Code at Appendix A for RMC Sections 13-4-70, 13-4-90, and 16-1-100 are hereby repealed and reenacted to read as follows effective October 1, 2021:

13-4-70	Water system improvement fees	
	Water system improvement fee (in-City), per EQR *this fee shall increase on January 1 of each calendar year by 3% commencing in 2022	\$5,743 (no change)
	(b) Water system improvement fee, outside City. Note: The increased rate for out-of-City use shall not apply to those areas outside of the corporate limits of the City which are served by a contract that expressly establishes different rules with regard to the water system improvement fees due for service to such area.	150% if in-City rate
13-4-90	Wastewater system improvement fees and surcharge	
	(a) Wastewater system improvement fees	\$5,657 (currently \$6,382)

	*this fee shall increase on January 1 of each calendar year by 3% commencing in 2022	
	(b) Wastewater system improvement fee, outside City. Note: The increased rate for out-of-City use shall not apply to those areas outside of the corporate limits of the City which are served by a contract that expressly establishes different rules with regard to the wastewater system improvement fees due for service to such area.	150% of in-City rate
	(c) Manufacturing/industrial discharge premium: See Subsection 13-4-90(c) for a discharge premium applied to sewer users - including but not limited to industrial or manufacturing users - who contribute sewage that is stronger than average residential sewage.	
	(d) Surcharge. See Subsection 13-4-90(d) for an additional charge applied to users who connect to the City's County Road 346 project.	
16-1-100	Offsite street impact fees:	
	Single family dwelling unit	\$5,859 (currently \$7,094)
	Multi-family dwelling unit	\$4,355 (no change)
	Nonresidential units or land use	Case by case basis based on traffic impact study
	The escalation of off-site street impact fees or any fee adjustments shall be subject to Section 16-1-100.	

Section 3. Section 16-1-100(a) of the Rifle Municipal Code is hereby amended to read as follows with with underlined text added and ~~strikeout~~ language deleted:

Sec. 16-1-100. - Off-site street impact fee.

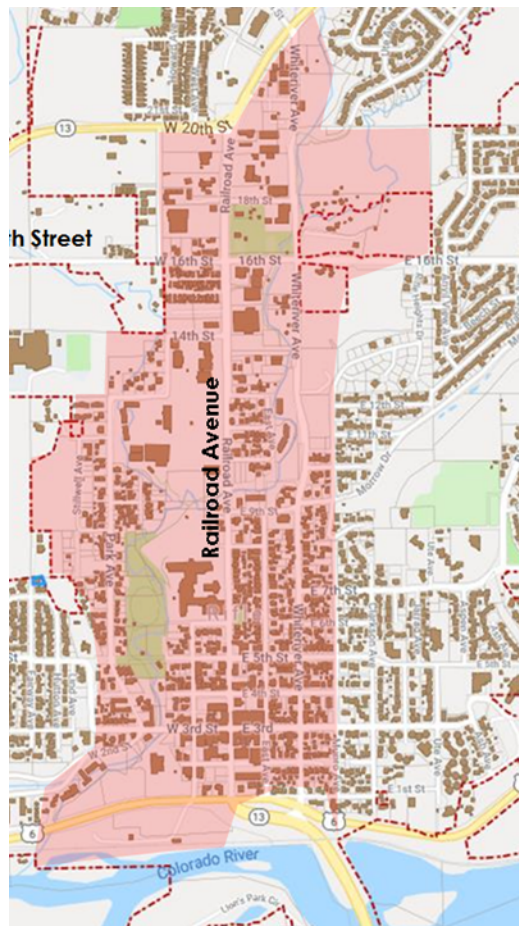
- (a) General requirements. For every residential, commercial or industrial subdivision, every commercial or industrial land use that involves heavy truck traffic (exceeding ten thousand [10,000] Gross Vehicle Weight) making an average of three (3) or more weekly trips, and every residential, commercial or industrial building in the City, there is hereby established an off-site street impact fee which shall be imposed pursuant to the provisions of this Article for the purpose of funding street improvements related to the provision of transportation

services; provided, however, that this provision shall not apply to any property that is obligated to pay an off-site street impact fee pursuant to an annexation agreement or other development agreement with the City. The amounts of applicable off-site street impact fees shall be as set forth in Appendix A to this Code. Such fees shall automatically escalate at a rate of ~~five percent~~ (53%) per annum commencing January 1, 2022, unless increased or decreased by resolution adopted by the City Council.

Section 4. A new Section 16-1-105 of the Rifle Municipal Code is hereby enacted to read as follows:

Sec. 16-1-105. – Reduced impact fees for infill development.

The water system improvement fee set forth in Section 13-4-70, the wastewater system improvement fee set forth in Section 13-4-90 and the offsite street improvement fee set forth in Section 16-1-100 shall all be reduced by 20% for building permits issued in the infill development area shown on the following Figure 16-1-105-1:



INTRODUCED, on August 4, 2021, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle,

City of Rifle, Colorado
Ordinance No. 7, Series of 2021
Page 4 of 4

Colorado, held on August 18, 2021, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.a.

Agenda Item Name:

Report to City Manager

Presenter:

Scott Hahn, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Work Report to City Manager

07/30/2021

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Report to City Manager 07.30.2021

WORK REPORT TO CITY MANAGER

07.30.2021

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.
- Received permission from Channel 2 meteorologist Chris Tomer to post the graph he creates for his morning forecasts of the risk of closure of Glenwood Canyon. It's fantastic! He simply plots "high, medium or low" for each day. I watch it every day and find it to be a very valuable planning tool for traveling east. Look for that on our social media.
- Attended CML Webinar: Effectively Engaging Diverse Communities.
- Attended Garfield County PIO Group meeting.
- Disseminated the Employee Newsletter. We are putting hard copies in the breakrooms for staff who may not have email.

COURT

- Handled 42 adult cases on July 21st court day.
- Attended CML's 2021 Legislative Wrap Up Webinar.
 - No big surprises for the criminal justice system as to what to expect in 2022.

PUBLIC WORKS

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

- 0.5 MG Airport Water Tank
- I-70 Exit 90 Gateway Beautification
- 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
- Airport Road Chip/Seal

The following are projects currently under construction:

- Downtown 3rd Street and Railroad Avenue Rehabilitation project: 100 block E. 3rd Street and the 300 block of Railroad Ave: construction of curb/gutter/sidewalk/landscape feature; grading of road base; completed vertical drain columns in Railroad Ave.; completed grading and preparation of base material in Public Parking Lot; paved Parking Lot and transition area at the south end of the Railroad Ave. construction; filled and prepared portions of project (mainly 300 block of Railroad Ave. to accommodate County Fair parade); continued preparation of road bases for concrete paving.

- Xcel Energy is performing system upgrades; some in conjunction with Downtown Rehabilitation and some safety and operational improvements to gas system.

Fleet

- Continued development of Fleet Administration and Management.
- Received & On Boarded F-250 for Utilities;
- Ford F-550 – medium-duty snowplow at Kois Bros. for after-market outfitting
- Ford F-350 with Utility Bed currently at aftermarket equipment vendor for completion
- Preparation for July auction of vehicles for removal from City Fleet.

Operations & Maintenance

- Spot patching of various failed areas of paving
- Re-building of out of compliance handicap ramps
- Storm water drainage structure maintenance, i.e. ditch grading, culvert cleaning, detention pond cleaning

Two weeks look-ahead:

- Bidding 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 100 block of E. 3rd Street; striping of Parking Lot and opening of the south end of the project for traffic; continued construction of curb/gutter/sidewalk features of the 300 block of Railroad Ave and E. 3rd Street.
- Continued Street Patch work and concrete curb/gutter rehabilitation.
- Completion of Geotech investigations and work to prepare reports for August
- Release of 0.5 MG Airport Tank for bid
- Fleet purchase planning for the 2022 Budget
- 2022 Budget development with department supervisors

FINANCE

- 2021 Budget supplement is being prepared and is expected to go to council for their Aug 18 meeting as it needs to be properly posted.

CITY CLERK

- Completed City Council Candidate packets, and they are ready for citizens to pick up
- Organized and set up meeting materials and food at the Ute Theater for the Strategic Planning Meeting