



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

September 1, 2021
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Review the 2021-2023 Draft Strategic Plan Document
- b. Review American Rescue Plan Grant Requirements and Allowable Expenditures
- c. Review Sanitation Contract

7:00 PM - Regular Meeting

- 1. **Call to Order & Roll Call**
- 2. **Pledge of Allegiance**
- 3. **Public Comment**
- 4. **Consent Agenda**
 - 4.a. Approve Continuation of SCADA Monitoring Services at Water Treatment Facility
 - 4.b. Consider Certificate of Authority with Equitable Advisors and Charles Scwhab Corporation - Resolution No. 9, Series of 2021
 - 4.c. Consider Liquor License Renewal for City of Rifle dba Ute Theater and Events Center
 - 4.d. Consider Minutes of the August 18, 2021, Regular Meeting
- 5. **Action, if any, on Workshop Items**
- 6. **Presentation**
 - 6.a. Rifle Downtown Project Update

7. Regular Agenda

- 7.a. Consider Changing City Contribution to 457(b) Retirement Plan
- 7.b. Consider Approval of Rifle House Retaining Wall Agreement and Utility Easement
- 7.c. Consider Market Adjustment Raise for City of Rifle Employees

8. Administrative Reports

- 8.a. Report to City Manager

9. Comments from Mayor and Council

10. Adjournment



Agenda Item #a.

Agenda Item Name:

Review the 2021-2023 Draft Strategic Plan Document

Presenter:

Tommy Klein, Chief of Police

Item Description:

Review the 2021-2023 Strategic Plan Document

Recommended Action:

N/A

Fiscal Impact:

No

Operational Impact:

Future operations of the City will be guided by the plan.

Prior Board Motions:

None

Background Information:

Please see the memo.

Executive Summary:

Staff would like Council's input on the proposed strategic plan document. After input and adjustments, the improved document will be presented to Council for adoption.

Notification Requirements:

None

Prepared By:

Tommy Klein, Chief of Police

Attachments:

1. Strategic Planning Memo to Council
2. Version 2 Draft City of Rifle 2021-2023 Strategic Plan



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL
FROM: CHIEF TOMMY KLEIN
DATE: AUGUST 24, 2021
RE: DRAFT STRATEGIC PLAN FOR 2021-2023

The City of Rifle Home Rule Charter requires Council and department heads to meet annually for strategic planning. On July 30th and 31st of 2021, we fulfilled this obligation. Mr. Patrick Ibarra of The Mejorando Group facilitated the planning.

After the meeting, Mr. Ibarra adjusted the 2020 version of the strategic plan to produce the draft City of Rifle Strategic Plan 2021-2023 document. The 2021 through 2023 version was shared with department heads and a few small adjustments were made. We made one significant addition that we would like for you to consider. Under Organizational Excellence, the objective of creating a communications strategy was added.

The 2021 through 2023 proposed City of Rifle Strategic Plan is included for your review.

Related Actions:

In October or November of 2021, a city-wide survey will be conducted. The public will have an opportunity to provide feedback on City services and projects. The results of the survey may adjust our priorities for planning in 2022.

In March of 2022, staff will meet with the newly elected Council to revise the plan if necessary.

City of Rifle Strategic Plan (2021-2023) DRAFT

Focus: To keep Rifle working as a home for citizens and not merely a destination at the end of the day.

GOAL	OBJECTIVE	WORK PLAN/ACTION ITEM	PROBLEM/ OPPORTUNITY
I. Organizational Excellence	1. Be an Employer of Choice	Present Employee Compensation options for Council to consider.	Retention, Productivity
	2. Create positive culture	- Continue to organize Employee Appreciation, including service anniversaries and other forms of recognition, and staff social gatherings. - Support Employee Wellness through on-site health fairs, onsite access to financial planning/ retirement options, etc. Also includes transitioning toward a new Wellness Platform. - Set example of a positive outlook and city-wide teamwork can make everyone's life better. - Prepare Staffing Plan (Utilities)	Retention, Productivity
	3. On-going employee training	- Provide customer service training - Provide training for supervisors and managers. - Attend Municipal Clerk Institute and encourage new Deputy Clerk to do the same. - Complete general IT security training for all employees. - Continue employee safety program including the creation of a comprehensive training schedule.	
	4. Identify weak processes and improvethrough flow charting	- Fine tune record management processes, assist with retention schedules and destruction of documents. (City Clerk) - Consider potential new software for permitting. (Planning and Development) - Pursue improvements for storage and retrieval of records including making available online and connectivity with GIS (Planning and Building) - Engage consultant to offer improvements to procurement policy and processes. (Finance) - Use laser fiche system for Utility records management, begin transition to electronic records for accounts payable and possibly requisition system. (Finance) - Bidding - Public Works Manual Update - Project Management/Record Management	
	5. Promote citizen engagement, education, and participation	- In the Fall of 2021, Police Department will have the opportunity to increase foot patrols downtown. - Improve website tools including ways to enlist public involvement in the budgeting process. - Contract with a 3rd party vendor to perform a Media Campaign promoting citizens to sign up for City Notifications along with social media accounts (2022 budget) - Contract with a 3rd party vendor for a RifleCO.org sitewide ADA accessibility compliance tool (AudioEye - 2022 budget. - Utilize a variety of forums and contactmethods: - Police will offer soccer camps in the Fall and two citizen academies – one in English and the second in Spanish.	
	6. Develop communications strategy and processes	- Branding - Technology - Internal communications - External communications - Marketing - Inclusivity - Evaluate staff resources	

City of Rifle Strategic Plan (2021-2023) DRAFT

Focus: To keep Rifle working as a home for citizens and not merely a destination at the end of the day.

	7. Link budget to community needs and Strategic Plan	- On-going budget work - Annual evaluation of strategic plan accomplishments and changes - Create “Dashboard” of measurable and relevant indices	
II. Core Services	1. Formalize infrastructure capital improvement and maintenance planning to understand optimal rate structures, future regulatory issues, and funding needs	- Implement recommendations from Utility Master Plan/Rate Study to determine utility rates and tap fees - Complete Streets Capital and Maintenance Plan in-house - Facilities: - City Hall Plan/City Hall Safety and Security Updates: Phase 2 to be completed by January of 2022. - Cemetery: Reviewing fees and considering expansion master plan.	Utility rates automatically increase annually.
	2. Implement priority infrastructure improvements	- Replace dewatering press at WW plant - Monitor and improve wastewater collection lines - Park n Ride land swap/Centennial Parkway. - Rehabilitate arterial roadways while performing preventative maintenance on collector and residential streets	
	3. Continue IT improvements to support core services	- Continue to focus on the reliability and security of the system including cybersecurity, upgrades, phone system, and backup and disaster recovery. - Focus on improved access to information for staff, Council, and the public.	
	4. Be a safe community through community centered actions and community policing	- Linkage with PD Strategic Plan including the use of body worn cameras to be completed by January of 2022. - Partnered with the Silt Police Department in holding Camp Badge. Exploring additional partnership opportunities for training and public programs.	
	5. Policy updates	- Present for consideration a Planning Code Text amendment package in early 2022. - Renegotiate Cable Television System Franchise with Comcast which has been renewed annually since 2012.	
Quality of Life	1. Conduct community surveys	- Consider administering a community survey. - Complete Comprehensive Plan	Measuring change in citizen perceptions and priorities over time

City of Rifle Strategic Plan (2021-2023) DRAFT

Focus: To keep Rifle working as a home for citizens and not merely a destination at the end of the day.

	2. Complete current Parks priorities	- Complete trails - Continue partnership with BLM and RAMBO for Grand Hogback Trail System for various trail improvements. - Complete dog park	
	3. Identify additional desired city amenities	- Linkage to Parks and Recreation and Strategic Plan - Continue sidewalk planning and construction - Traveler Paratransit Study - Investigate Field House concepts - Colorado River development and recreation area planning: Research bridge condition, repair, and improvement. Hold public input session for ideas. - Design and development of Promontory Park / Birch Park - Continue some form of extended Live coverage of many Rifle High School sports.	
	4. Beautify public spaces	- Improve entrance to City at I-70 - Major streets: Railroad Ave, Whiteriver Ave, Centennial Pkwy/Gateway.	
Economic Development	1. Continue to work with local economic/tourism partners through Greater Rifle Improvement Team (GRIT)	- Meet with GRIT and other key stakeholders (i.e., Airport, Center for Excellence, County, etc.) to determine state of current economic development efforts and role of the city. - Linkage with GRIT Strategic Plan	Combining resources among multiple community organizations
	2. Craft logical and beneficial development policy	- Provide revised Development Fees. - Revise Comprehensive Plan	Affects housing and commercial growth
	3. Evaluate and improve City assets	Inventory city property for retention or disposal based on current and future needs	Could be parks, housing, economic development, etc.
	4. River Improvements	Master plan river area to promote private investment	Work with CDOT/County on access and property ownership
	5. Downtown Improvements	3rd Street and Railroad Grants and Construction - Encourage private investment through relocation of Park n Ride	Replace aging improvements



Agenda Item #b.

Agenda Item Name:

Review American Rescue Plan Grant Requirements and Allowable Expenditures

Presenter:

Michelle Duran, Finance Director

Item Description:

Overview of American Rescue Plan grant requirements

Recommended Action:

None at this time

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

City of Rifle was awarded \$2.4M by the American Rescue Plan Act. There are several limited categories for spending the funds, and a long time line for spending. Council will receive an overview of the information available to date, with a discussion of how we expect to proceed with administration of the grant and possible categories of spending.

Notification Requirements:

Prepared By:

Michelle Duran, Finance Director

Attachments:

1. Summary ARPA outline

CITY OF RIFLE –AMERICAN RESCUE PLAN ACT

- I. Background
 - a. Approved March 2021 to assist with recovery from COVID impacts
 - b. Awards to States, Counties, Cities, Tribes . Smaller cities are Nonentitlement Units –NEUs
 - c. No awards to special districts
 - d. Although funds are disbursed without application, Federal grant Uniform Guidance applies.
 - e. To see full 150 pp. of Interim Final Rule and background, go here:
<file:///S:/Finance/2020%20COVID%2019%20docs/Govt%20filings%20and%20docs/American%20Rescue%20Plan%20Guidance.pdf>
- II. General conditions
 - a. NEUs receive their funds in 2 tranches: (halves) one in 2021 and the other in 2022.
 - b. Initial report is due by October 31, 2021, then annually after that.
 - c. NEUs have until the end of 2024 to spend or commit the funds. If committed, must be spent by end of 2026.
 - d. Total award for City of Rifle is \$2.4M
- III. Four Primary uses of funds are allowed.
 - a. To respond to the public health emergency or its negative impacts. Impacts could have been from the disease itself or the harmful consequences of the economic disruptions.
 - b. Premium pay for workers performing essential work during the emergency
 - c. For provision of government services where there was a revenue loss.
 - d. For investments in water, sewer or broadband infrastructure.
- IV. Eligible Uses
 - a. Public Health and economic impacts
 - i. Identify need or impact of emergency, then, how did program respond?
 - ii. Must be an intervention in response to the disease itself or the harmful consequences of economic disruptions.
 - iii. Mitigation and Prevention.
 - iv. Medical Expenses for long term needs
 - v. Behavioral Health Care: mental health services for those
 - vi. Public Health and Safety staff: payroll and covered benefits.
 - vii. Economic impacts on households and individuals-unemployment
 - viii. Economic impacts to businesses
 - ix. Impacts to governments: reductions in staffing
 - x. **Ineligible:** Rainy day funds, payment of interest and principal on debt
 - b. Premium pay to eligible essential workers
 - i. Can be to eligible essential workers or for grants to third party employers
 - ii. Intended for workers who had regular in-person interactions or regular handling of items also handled by others
 - iii. Higher scrutiny of pay to higher earners
 - iv. Retroactive pay is allowed.
 - c. Revenue Loss

- i. Calculation of loss is based on comparison of 2020 'general revenue' to that of 2019 with an assumed growth factor. Difference between this counterfactual revenue and actual 2020 revenue is considered a Loss.
 - ii. This amount can then be used for provision of government services. Some ineligible uses: debt repayment, rainy day fund replenishment
- d. Investments in Infrastructure
 - i. Water, wastewater, stormwater-eligible if eligible for DWSRF or CWSRF (Clean Water or Drinking water State Revolving Fund)
 - ii. Broadband-'universally available, high-speed, reliable, and affordable' especially in areas underserved as defined in IFR.
- e. Other considerations
 - i. Invest in things that pay for themselves in the long run; once-in-a-generation money.
 - ii. Treasury recommends community engagement in decision-making.
 - iii. Since ARPA is most general funding, evaluate if other funds may be available: state or other agencies, use most-specific funding first.
 - iv. Plenty of time available for decision-making. May wait until the next American Jobs Act or Infrastructure Bills are finalized, to see what might be applicable to ready projects or 'dream' projects.



Agenda Item #c.

Agenda Item Name:

Review Sanitation Contract

Presenter:

Michelle Duran, Finance Director

Item Description:

Review Sanitation Contract

Recommended Action:

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Review Sanitation Contract, due to expire in 2021

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

None



Agenda Item #4.a.

Agenda Item Name:

Approve Continuation of SCADA Monitoring Services at Water Treatment Facility

Presenter:

Robert Burns , Utilities Director

Item Description:

Continuation of monitoring, software updates and licensing for water plant SCADA system for 3 years

Recommended Action:

Approval of the continuation of monitoring, software updates and licensing for the water plant SCADA system for 3 years

Fiscal Impact:

These services are billed monthly and have been budgeted for

Operational Impact:

Prior Board Motions:

Background Information:

SCADA systems are the automated controls and software that operate the treatment plant. these systems require monitoring to ensure system up-time and software updates.

Executive Summary:

This service level agreement provides guaranteed up-times, provides software updates and licensing for the components at the water treatment facility.

It is a monthly fee \$1,475 for 3 years. The 3 year total cost is \$53,100.

We have the ability to terminate at any time which eliminates any TABOR multi-year fiscal obligation regulations.

Without software licensing and updating, it can cost approximately \$50,000 to re-purchase the software should hard drive failures occur.

Notification Requirements:

Prepared By:

Robert Burns , Utilities Director

Attachments:

1. vmSCADA EMMS SLA 8-16-21

SERVICE LEVEL AGREEMENT FOR

Parties and Contacts	
Browns Hill Engineering & Controls, LLC 8130 Shaffer Parkway, Suite A Littleton, CO 80127	City of Rifle Colorado
Attn: Matt Ballard, Chief Operating Officer E-mail: MBallard@BrownsHillEng.com	Attn: Robert Burns – Utility Directory E-mail: rburns@rifleco.org
Referred to herein as “Browns Hill”	Referred to herein as “Owner”

SERVICE LEVEL AGREEMENT

This agreement is entered into between Browns Hill and the City of Rifle, Colorado (“Owner. This SLA is effective on the Property Acceptance Date, continuing until the last day of the Agreement Term.

1. Service. Browns Hill provides financial backing to its commitment to achieve and maintain the Service Levels described herein for the Property. If Browns Hill does not achieve and maintain the Service Levels for the Property as described in this SLA, Owner will receive a credit towards a portion of the Monthly Installments due under the Agreement. The terms of this SLA will not be modified during the Agreement Term.

2. Definitions.

a. “Available” means the Property is able to provide all of the data processing, communication and other functions necessary to fulfill the Permitted Use. If the Property is not able to provide all of such functions due to any reason described in Section 7 below, the Property shall still be considered Available. If the Property is not able to provide such functions because of an Incident which commenced with one of the causes set forth in Subsections 7.d to 8.h (inclusive) below, and which cause was subsequently cured, but which triggered a period of Downtime because the Property is not Available for reasons not set forth in Subsections 7.d to 8.h (inclusive) below, the Property shall be considered Available during the entire period the Property is not able to provide such functions.

b. “Downtime” means a period during which functions of the Property are not Available to authorized users of the Property. A period of Downtime begins upon receipt of a properly completed Trouble Ticket by Browns Hill. Downtime ends when Browns Hill has determined that the Property is once again Available to all authorized users. Browns Hill will provide a copy of the Trouble Ticket, including a calculation of the Downtime with respect to the Incident reported on

the Trouble Ticket, within a reasonable period of time after the Property becomes Available. All Downtime shall be classified as set forth in Section 5 below.

c. “Incident” means any single event, or any set or series of events, which result in Downtime for which a Trouble Ticket is submitted to Browns Hill. An incident may also simply be the discovery by Owner that a function of the Property is not working properly.

d. “Downtime Minutes” shall mean the total number of minutes of Downtime for each system during a calendar month. All partial minutes of Downtime shall be rounded down to the next whole minute. Downtime and credits for Downtime shall be determined on a system by system basis. For example, if Owner has 3 systems and all 3 systems experience 30 minutes of Downtime, then Downtime credit for each system shall be considered separately as 30 minutes per system, not 90 minutes in aggregate. “Downtime Equivalent Minutes” shall mean the number of Downtime Equivalent Minutes calculated as set forth in Section 5 below.

e. “Monthly Uptime Percentage” is calculated using the following formula for each calendar month during the Term:

$$\frac{(\text{Total Available System Minutes} - \text{Downtime Equivalent Minutes}) \times 100}{\text{Total Available System Minutes}}$$

f. “Scheduled Downtime” means periods when any or all of the data processing, communication and other functions necessary to fulfill the Permitted Use cannot be used by Owner, because of network, software or hardware maintenance or upgrades being performed by Browns Hill as set forth in Section 8 below.

g. “Service Credit” is the amount to be credited to Owner and applied to the next Monthly Installment following a calendar month in which the Service Level Commitments set forth in Section 3 below were not met.

h. “Service Level” means the performance metric(s) with respect to the Property and set forth in Section 3 below.

i. “Trouble Ticket” shall mean either an electronic or physical document which contains the information described in Section 4 below. Electronic tickets may either be submitted electronically (i.e. through Browns Hill’s website, www.browns Hilleng.com) or verbally (either by telephone or in person). If an electronic Trouble Ticket is submitted to Browns Hill, it will be considered received by Browns Hill upon completion of its submission by Owner. If Owner submits the information required by Section 4 below verbally (either by telephone or in person), the Trouble Ticket will be considered received by Browns Hill upon completion of the physical Trouble Ticket by a representative of Browns Hill after the information described in Section 4 below is provided to such representative.

- j. “Total Available System Minutes” means the total number of minutes in a calendar month. For this purpose the following is the total number of minutes in a full calendar month, per user:

Number of Days in Month	Number of System Minutes in Month
28	40,320
29	41,760
30	43,200
31	44,640

3. Service Level Commitment. Browns Hill commits to the following Monthly Uptime Percentage for the Services:

- a. 99.70% for vmSCADA

If the Monthly Uptime Percentage falls below the referenced percentages, for any given calendar month, Owner will receive a Service Credit to be applied to the next Monthly Installment(s).

4. Trouble Ticket. In the event of an Incident, Owner must submit a “Trouble Ticket” to Browns Hill. The Trouble Ticket must include the following information:

- A detailed description of the Incident;
- The number and location(s) of affected users (if applicable); and
- Detailed descriptions of Owner’s attempts to resolve the Incident at the time of occurrence.
- Priority (1-5 with 1 being the highest level of priority)

The Trouble Ticket must be submitted electronically (i.e. through Browns Hill’s website, www.brownshilleng.com), or email directly to it_support@brownshilleng.com, unless Owner determines that the Incident requires emergency resolution. In that event, the Trouble Ticket may be submitted verbally (either by telephone or in person) to Browns Hill at the telephone number provided to Owner. Browns Hill will evaluate all information reasonably available and make a good faith judgment on whether a Service Credit is owed. Browns Hill will use reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. Owner must be in full compliance with the Agreement during the full period of the Downtime in order to be eligible for a Service Credit. If Owner is not in full compliance with the Agreement during the full period of Downtime, such Downtime will not be included in the calculation of the Monthly Uptime Percentage for that calendar month. If Browns Hill determines that a Service Credit is owed to Owner, the Service Credit will be applied to the next occurring Monthly Installment.

5. Calculation of Downtime Equivalent Minutes. A Service Credit shall be based on the amount of “Downtime Equivalent Minutes” for an applicable calendar month, as follows:

Level of Downtime	Calculation of Downtime Equivalent Minutes
Level 1 Downtime	Minutes of Downtime/1 = Downtime Equivalent Minutes
Level 2 Downtime	Minutes of Downtime/2 = Downtime Equivalent Minutes
Level 3 Downtime	Minutes of Downtime/3 = Downtime Equivalent Minutes
Level 4 Downtime	Minutes of Downtime/4 = Downtime Equivalent Minutes
Level 5 Downtime	Minutes of Downtime/5 = Downtime Equivalent Minutes

For this purpose, “Downtime” shall be classified as follows:

- a. Level 1 Downtime – Most Severe: The Property is completely unavailable. Examples – “blue screen of death”, no functionality, business operations significantly impaired.
- b. Level 2 Downtime – Major: The Property is only partially or periodically functional. Example – The Property is periodically rebooting the operating system or applications. Operation of the Property, and therefore business operations, are partially impaired.
- c. Level 3 Downtime – Moderate: The Property is generally available but some operational control is impaired and some data loss is occurring. Example – the historian archive is unavailable and data is lost.
- d. Level 4 Downtime – Minimal: The Property is available but functionality is incomplete or sluggish. Business operations are not impaired, but may be delayed or retarded. Example – setpoint changes due to system issues take 2-3 times the normal period to take effect.
- e. Level 5 Downtime – Minor: The Property is not operationally impaired, and only the least critical functions are not available causing inconvenience or annoyance but not operational impairment. Example – sticky keyboard keys.

Different Levels of Downtime may be applicable to different portions of a distinct period of Downtime. For example, if immediately after the occurrence of an Incident no functions of the Property are being fulfilled, the Downtime will be Level 1 Downtime. If different functions of the Property are subsequently restored and only the functions described in Subsection (d) of this Section are not Available, the Downtime would change to Level 5 Downtime from that point in time going forward. If different Levels of Downtime might be applicable to a period of Downtime, the highest Level of downtime shall be applicable to such period. For this purpose, Level 1 Downtime is the highest Level of Downtime, and Level 5 Downtime is the lowest Level of Downtime.

6. Service Credit for Downtime. In the event Owner experiences any Downtime during a calendar month, Owner shall receive a “Service Credit” to be applied to the Monthly Installment(s) due after the amount of the Service Credit is calculated by Browns Hill and communicated to Owner. The amount of the Service Credit shall be determined as follows:

The maximum Service Credit available for any calendar month is equivalent to the Monthly Installment fee for that month. If the Monthly Uptime Percentage set forth in Section 3 is met for a calendar month, Owner shall not be entitled to a Service Credit for that calendar month. If the Monthly Uptime Percentage for a calendar month is not met, the Service Credit will be 0.06944444 percent of the Monthly Installment for each Downtime Equivalent Minute which exceeds the allowable amount of monthly Downtime based on the Service Level Commitment set forth in Section 3. Service Credits against the Monthly Installments are the sole and exclusive remedy for any performance or availability issues with respect to the Property under the Agreement and this SLA unless it is determined that the Service Credit exceeds the amount of the Monthly Installments remaining due from Owner under the Agreement. Owner may not unilaterally offset the Monthly Installments or any other payment due from Owner to Browns Hill for any performance or availability issues. Refunds of Monthly Installments will not be made unless the Service Credit exceeds the amount of the Monthly Installments remaining due from Owner under the Agreement. In that event, any Service Credit Amount which is not applied to Monthly Installments shall be paid to Owner no later than the date the Security Deposit is due to be refunded (if at all) to Owner under the Agreement.

7. Limitations. If the Property is unable to provide the data processing, communication and other functions necessary to fulfill the Permitted Use solely for any of the reasons set forth in this Section (either a single reason or a combination of such reasons), the Property shall still be considered Available. The reasons set forth in this Section are:

- a. During all Scheduled Downtime described in Section 8 below.
- b. During pre-agreement, beta and trial periods for any function (as determined by Browns Hill).
- c. Any issues discovered by Browns Hill through its monitoring, maintaining or updating of the Property, which are resolved by Browns Hill through Scheduled Downtime or otherwise without a loss of function.
- d. The failure, malfunction, unavailability or inadequacy of components or services otherwise necessary for the Property to function properly, but which components or services are not provided by Browns Hill and are not part of the Property. This includes, but is not limited to, instruments, valves, switches, gates, communications, internet service, telephone service, transport facilities, utility power, HVAC and physical security.
- e. Factors outside the control of Browns Hill and/or Owner, including, but not limited to, natural disasters, extreme weather events, war, acts of terrorism, riots, strikes or other labor disturbance, government action or Acts of God.
- f. Owner's use of the Property in a manner not consistent with any written or verbal instructions from Browns Hill to Owner.
- g. Any Incident which results from Owner's unauthorized action or lack of action when required, or from Owner's employees, agents, contractors, or vendors, or anyone gaining access to the Property by means of Owner's passwords or equipment.

h. Any Incident which results from Owner's failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use which are communicated from Browns Hill to Owner.

8. Scheduled Downtime. During the Term, Scheduled Downtime will be necessary for Browns Hill to install updates to the Property, perform required or advisable maintenance to the Property or to correct situations which may affect Availability of the Property. Scheduled Downtime minutes are not eligible for Service Credit for Downtime. Notification of Scheduled Downtime shall be provided by Browns Hill to Owner as follows:

a. Regular Scheduled Downtime. Browns Hill will notify Owner at least ten (10) business days prior to the commencement of Scheduled Downtime. Such notification will advise Owner of the exact date and time the Scheduled Downtime will commence, and the expected duration of the Scheduled Downtime. Browns Hill will endeavor to provide telephonic notification that the Scheduled Downtime is about to commence and confirm completion of all prerequisites to the work to be accomplished during the Scheduled Downtime. Browns Hill will also notify Owner verbally, by telephone, and/or e-mail when the Scheduled Downtime has ended.

b. Emergency Scheduled Downtime. The notification time period set forth in Subsection (a) of this Section will apply unless Browns Hill determines, in its sole discretion, that waiting the entire notification time period will unacceptably compromise the security or operations of the Property. In that event, Browns Hill will provide as much advance notice to Owner as is reasonably possible under the circumstances, and will work with Owner to cause the minimal amount of disruption to Owner's use of the Property as is practical.

c. Owner Requested Downtime. If Owner requires the Property to be Down for its own purposes, Owner shall notify Browns Hill via email or telephone with as much notice as possible. Owner Requested Downtime is not eligible for Service Credit for Downtime.

9. Monitoring the Property. Browns Hill shall provide remote monitoring of the Property and its operations, using the methods determined at the discretion of Browns Hill. Any knowledge gained through such monitoring which affects the operations of the Property (as determined in the sole discretion of Browns Hill) shall be shared with Owner. Browns Hill shall not be responsible for monitoring the local control operations of Owner (e.g. opening and closing valves and breakers, monitoring the local environment for alarm conditions, responding to alarms). Browns Hill shall have no liability for the effects any local control actions, failures or alarms.

10. Response Time. Browns Hill commits to the following response times to Trouble Tickets submitted by Owner to Browns Hill:

Browns Hill shall respond by telephone to Owner within sixty (60) minutes of receipt of a Trouble Ticket, to acknowledge receipt of the Trouble Ticket and advise Owner that the Trouble Ticket has been assigned to a technician for resolution. If the Trouble Ticket is completed by Browns Hill after receipt of the

necessary information verbally from Owner, the conversation where such information is provided shall constitute the response from Browns Hill.

EXHIBIT A
Between
BROWNS HILL ENGINEERING & CONTROLS, LLC
and
City of Rifle

EMMS PROVISIONS SCHEDULE

This Exhibit is executed pursuant to the EMMS Agreement referenced above.

Location of Property: One (1) system at Utilities Water Treatment Plant, Rifle, CO

Permitted Use: The Property will be used for centralized monitoring and control for field sites over long-distance communications networks, including monitoring alarms and processing status data, for local control operations (e.g. opening and closing valves and breakers, collecting data from sensor systems, and monitoring the local environment for alarm conditions) for the Waste Water system operated by Owner.

EMMS Term: Thirty Six (36) months ¹

Number Of Monthly Payments: Thirty Six (36)

Total Term Amount: \$53,100

Monthly Installment: \$1,475

Payment method: [check, credit card, EFT]

Browns Hill Engineering & Controls

By: _____

Matt Ballard - COO
Print Name and Title

Date

City of Rifle

By: Robert P. Burns

Robert P. Burns Utility Director
Print Name and Title

9/1/2021
Date

¹ The EMMS Contract Term shall begin on the execution date of this agreement and will be a month to month agreement, which can be cancelled at any time with a price guarantee for the Thirty Six (36) months.



Agenda Item #4.b.

Agenda Item Name:

Consider Certificate of Authority with Equitable Advisors and Charles Scwhab Corporation - Resolution No. 9, Series of 2021

Presenter:

Michelle Duran, Finance Director

Item Description:

Resolution to authorize execution of certificate of authority with Equitable Advisors and Charles Schwab Corp.

Recommended Action:

Move to approve Resolution No. 9, Series of 2021

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Our investment advisor was previously AXA, now Equitable. As a result of the change in our retirement plan administrator to Standard, the City's long-term investments will now be administered through Charles Schwab Corp and the same advisor group. The Certificate of Authority will also be updated to authorize the Finance Director, Michelle Duran, and the Interim City Manager, Tommy Klein, to direct the investment transactions.

Notification Requirements:

Prepared By:

Michelle Duran, Finance Director

Attachments:

1. Resolution 09 Series 2021_AXA Certificate of Authority

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 09
SERIES OF 2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO,
AUTHORIZING THE EXECUTION OF A CERTIFICATE OF AUTHORITY WITH
EQUITABLE ADVISORS, LLC, AND CHARLES SCHWAB CORP

WHEREAS, the City of Rifle holds certain securities with the institutional brokerage and sales firms of Equitable Advisors and Charles Schwab ("Equitable and Schwab"); and

WHEREAS, the Rifle City Council approved Resolution No. 2, Series 2016, on January 6, 2016, authorizing Marcia Arnhold, City Finance Director, and Matt Sturgeon, City Manager, to sell, assign, and endorse for transfer certificates representing stocks, bonds, and other securities now or hereafter registered in the name of the City; and

WHEREAS, neither Marcia Arnhold nor Matt Sturgeon continue to work for the City and Equitable and Schwab require a new resolution from the Rifle City Council authorizing the current City Manager and Finance Director to act in the same capacity; and

WHEREAS, the Rifle City Council finds and determines that the City's Finance Director and City Manager are the appropriate parties to execute securities transactions on behalf of the City and desires to sign the Certificate of Authority with Equitable and Schwab, which Certificate of Authority is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, be it resolved by the City Council of the City of Rifle, Colorado, that:

- I. The City incorporates the foregoing recitals as findings by the City Council.
2. Either the City Finance Director, Michelle Duran, or the Interim City Manager, Tommy Klein, is hereby authorized to act as the City's officer in transactions with Equitable and Schwab to the fullest extent of authority granted pursuant to the Certificate of Authority.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 18th day of August, 2021.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk



Agenda Item #4.c.

Agenda Item Name:

Consider Liquor License Renewal for City of Rifle dba Ute Theater and Events Center

Presenter:

Misty Williams, Administrative Assistant

Item Description:

Consider Liquor License Renewal for City of Rifle dba Ute Theater and Events Center

Recommended Action:

I move to approve the Liquor License Renewal for City of Rifle dba Ute Theater and Events Center

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Consider Liquor License Renewal for City of Rifle dba Ute Theater and Events Center located at 132 East 4th Street, Rifle, CO has submitted a Lodging and Entertainment 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. 2021 Ute Liquor License Renewal_Redacted

**UTE THEATER AND EVENTS CENTER
 132 EAST 4TH STREET
 Rifle CO 81650**

Fees Due	
Renewal Fee	Waived due to 20B-001
Storage Permit \$100 X <u>1</u>	\$ <u>100.00</u>
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex \$160.00 per facility	Waived due to 20B-001
Amount Due/Paid	\$ <u>100.00</u>

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

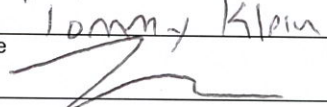
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name CITY OF RIFLE		Doing Business As Name (DBA) UTE THEATER AND EVENTS CENTER		
Liquor License # 03-10555	License Type Lodging & Entertainment (City)	Sales Tax License # 00402957	Expiration Date 09/27/2021	Due Date 08/13/2021
Business Address 132 EAST 4TH STREET Rifle CO 81650		County Garfield	Phone Number 9706656569	
Mailing Address 132 EAST 4TH STREET Rifle CO 81650		Email		
Operating Manager Donna Plecaw	Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? Yes No Are the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No				

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Tommy Klein	City Manager
Signature	Date
	6-24-2021

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

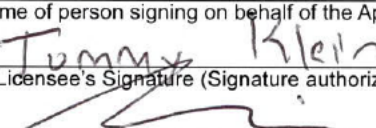
Tax Check Authorization, Waiver, and Request to Release Information

I, Tommy Klein am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of City of Rifle (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>City of Rifle dba Ute Theater & Events Center</u>		Social Security Number/Tax Identification Number	
Address <u>132 E. 4th Street</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number		Business/Work Phone Number <u>(970) 948-1062</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Tommy Klein</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>8-24-2021</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.d.

Agenda Item Name:

Consider Minutes of the August 18, 2021, Regular Meeting

Presenter:

Misty Williams, Administrative Assistant

Item Description:

Minutes of the August 18, 2021, Regular Meeting

Recommended Action:

Approve the minutes of the August 18, 2021, City Council Regular Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the August 18, 2021, Regular Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. 08.18.2021 Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

August 18, 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 Theresa Hamilton, Councilor Clint Hostettler and Councilor Sean Strode.

Councilor Clint Hostettler motioned to excuse Councilor Ed Green, seconded by Councilor Sean Strode.

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

Others Present:

Chief of Police/Interim City Manager Tommy Klein, City Attorney Jim Neu, City Clerk Misty Williams, Rifle Community Television (RCTV) Michael Churchill, Civil Engineer Craig Spaulding, Public Works Director Brian Prunty, Planning Director Patrick Waller, Finance Director Michelle Duran, Human Resource Manager Danielle Hogan, Officer Nick Flaten, friends and family of Officer Flaten.

PROMOTION PRESENTATION

Promotion of Nick Flaten to Sergeant

Chief of Police Tommy Klein promoted Officer Nick Flaten to Sergeant. Officer Flaten's wife was present to pin his uniform. Mayor Clifton presented Sergeant Flaten with a plaque of appreciation.

PUBLIC COMMENT

No public comments were heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Liquor License Renewal for Loyal Order of Moose Lodge #1345 dba Loyal Order of Moose Lodge #1345
- B. Consider Liquor License Renewal for Dillon Companies LLC, dba City Market #43
- C. Consider Liquor License Renewal for Walmart Inc., dba Walmart #5232
- D. Change of Manager for Walmart, Inc dba Walmart #5232
- E. Consider Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services
- F. Consider Addition of New Rule for Additional Vehicles at Campsites for Rifle Mountain Park
- G. Consider Amending Development Impact Fees - Ordinance No. 7, Series of 2021 - 2nd Reading
- H. Consider Minutes of the July 21, 2021, Regular Meeting
- I. Consider Minutes of the August 4, 2021, Regular Meeting
- J. Consider Minutes of the August 9, 2021, Special Meeting
- K. Consider Supporting Mini Grant Application To The Garfield County Federal Mineral Lease District For Trail Maintenance of the South Rifle Trail – Resolution No. 8, Series of

Rifle City Council Meeting August 18, 2021

Councilor Theresa Hamilton moved to approve Consent Agenda Items A, B, C, D, E, F, G, H, I, J and K; seconded by Councilor Sean Strode.

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

PRESENTATION

Presentation of Second Quarter Financial Results

Finance Director Michelle Duran explained the Financial Results for Second Quarter. Sales taxes for January through June have seen an increase of approximately 18% from the year 2020. Building Use Tax and Lodging Tax has also increased. Expenditures amounts were also covered, as well as the Fund Balance.

Rifle Downtown Project Update

Civil Engineer Craig Spaulding gave an update on the Rifle Downtown Project.

PUBLIC HEARING

Consider Amending 2021 Budget & Supplemental Appropriation

Mayor Clifton opened the public hearing.

Finance Director Michelle Duran explained the 2021 budget needed to be amended with a supplemental budget appropriation. At the time of the adoption of the budget for the year ending December 31, 2021, it was not possible to anticipate all items. Several grants were received, including the final reimbursements of CARES act funding, the Shuttered Venue Operations grant for the Ute theater, and donations for the cost of a new police dog. The budget is being updated to include these, as well as additional costs approved by council for business assistance, updates to City Hall, the downtown street project, and the purchase of Paradise Island.

Mayor Clifton closed the public hearing.

RESOLUTION NO. 7, SERIES OF 2021 - CONSIDER AMENDING THE BUDGET FOR YEAR ENDING DECEMBER 31,2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, AMENDING THE CITY'S BUDGET FOR THE YEAR ENDING DECEMBER 31, 2021.

Councilor Theresa Hamilton moved to approve Resolution No. 7, Series of 2021; seconded by Councilor Clint Hostettler.

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

ORDINANCE NO. 8, SERIES OF 2021 - CONSIDER ADOPTING SUPPLEMENTAL APPROPRIATIONS FOR THEBUDGET YEAR ENDING DECEMBER 31, 2021

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR A
SUPPLEMENTAL APPROPRIATION FOR THE BUDGET YEAR ENDING
DECEMBER 31, 2021.

Councilor Theresa Hamilton moved to approve Ordinance No. 8, Series of 2021, as presented and ordered it to published as required by Charter; seconded by Councilor Clint Hostettler.

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

Administrative Reports

Reports were heard from City Attorney Jim Neu, City Clerk Misty Williams, and Interim City Manager Tommy Klein.

Comments from Mayor and Council

Reports were heard from Councilor Strode, Councilor Hamilton, Mayor Hostettler.
Comments from Mayor and Council

Adjournment

Meeting adjourned at 7:39 p.m.

Misty Williams
City Clerk

Barb Clifton
Mayor



Agenda Item #6.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:

Misty Williams, Administrative Assistant

Attachments:

None



Agenda Item #7.a.

Agenda Item Name:

Consider Changing City Contribution to 457(b) Retirement Plan

Presenter:

Danielle Hogan, HR Manager
Tommy Klein, Chief of Police

Item Description:

Consider changing City Contribution to 457(b) Retirement Plan. City contribution would adjust from 1% to a match of employee contribution up to 3% maximum City Contribution.

Recommended Action:

Staff recommends the City 457(b) retirement contribution be a match of employee contribution to a maximum contribution cap of 3%. Allowing this change to occur with the transition to the new retirement management company in or before October 2021.

Fiscal Impact:

Between \$44,448.00 and \$174,220.00 annually dependent upon participation and contribution amount by employees.

Operational Impact:

Prior Board Motions:

Background Information:

Item was discussed in workshop August 18, 2021.

Current contribution to the City's voluntary retirement plan option, 457(b), is 1% when employee participates.

Executive Summary:

Retirement plans are one tool employers use in retention and recruitment. We are targeting in recruitment and retention employees who are pursuing a career and long-term employment. Retirement for these employees is a meaningful benefit.

Notification Requirements:

Prepared By:

Danielle Hogan, HR Manager

Attachments:

1. 457 Contribution Increase Proposal 9.1.2021 Council Meeting



To: Honorable Mayor and Council

From: Danielle Hogan, HR Manager

Date: Friday, August 20, 2021

Subject: 457(b) City Retirement Contribution Adjustment – September 1 Meeting

A strategic goal for our City is "Being an Employer of Choice", and compensation and benefits are a factor that moves us towards this goal. Employees currently have the option to participate in a 457 (b) plan and the City matches contributions up to 1% of their salary.

The last time this was evaluated was in 2016. Conducted research over the past months, revealed that Rifle's contribution rate of 5% to the 401(a) and 1% to the 457(b) is slightly below the average rate of contribution which is 5-8%.

The 457(b) plan is a voluntary participation retirement option available to all benefited employees. Employees, who participate in this retirement option, are generally those employees who find value in the retirement benefit the City offers, are planning for their future and invested in the City for the long-term. Currently there are 57 employees participating in this retirement option. This adjustment would bring Rifle's retirement contribution in line with other governmental employer contribution rates, assist with retaining staff and provide a benefit to employees who find value in retirement plans.

Staff is proposing a change to the City 457(b) contribution rate to match employee contribution up to a 3% maximum City contribution. We would implement these changes during the transition to the new retirement vendor; effective when transition is complete.

The annual cost of this adjustment would increase the budget by \$44,447.40 to \$174,220.00 dependent upon employee participation and contribution amount.

Thank you for your consideration.



Agenda Item #7.b.

Agenda Item Name:

Consider Approval of Rifle House Retaining Wall Agreement and Utility Easement

Presenter:

Tommy Klein, Chief of Police

Item Description:

Rifle House Retaining Wall Agreement and Utility Easement

Recommended Action:

Move to approve the Rifle House Retaining Wall Agreement and Utility Easement

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

This item addresses an easement agreement and a contract between the City of Rifle and KMLJ LLC.

Executive Summary:

Please see the memo attached to this item.

Notification Requirements:

None

Prepared By:

Tommy Klein, Chief of Police

Attachments:

1. Rifle House Memo
2. 20210823-Rifle House Retaining Wall Agreement
3. 20210823-Retaining Wall Agreement Exhibit

4. 20210823-Utility Easement
5. 20210823-Utility Easement Exhibit



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL
FROM: CHIEF TOMMY KLEIN
DATE: AUGUST 25, 2021
RE: RIFLE HOUSE RETAINING WALL AND EASEMENT

Mr. John Savage of KMLJ LLC owns the property at 205 Railroad Avenue commonly known as the Rifle House. The Downtown Development Authority owns the parking lot immediately to the north of the Rifle House - street address 209 Railroad Avenue. As part of the downtown project, this parking lot was recently paved.

Mr. Savage paid for and constructed a retaining wall around the parking lot at the south and west sides at no cost to the City with the understanding that the wall on the south side would encroach onto DDA property. The informal agreement was made at the time the permit for the wall was issued. Staff maintains that a retaining wall for the parking lot was necessary to provide support for the property.

Prior to paving the parking lot at 209 Railroad Avenue, underground utilities were installed to the Rifle House property. The utility lines transverse the DDA property.

Before you today are two agreements. One grants a utility easement to Mr. Savage and the other formally acknowledges that the retaining wall encroaches onto DDA property and specifies the responsibilities of each party. The City will be permitted to access the wall for inspection and we will share any costs associated with repairs. Other details are listed in the document.



RETAINING WALL AGREEMENT

THIS RETAINING WALL AGREEMENT ("Agreement") is entered into and effective the ____ day of _____, 2021, between KMLJ LLC, a Colorado limited liability company, the owner of the real property located in Garfield County, Colorado, legally described below ("Parcel One") and the City of Rifle, Colorado, a home rule municipality, the owner of the real property located in Garfield County, Colorado, legally described below ("Parcel Two"). Parcel One and Parcel Two are sometimes together referred to as the "Parcels" in this Agreement.

Parcel One:

The South 56 feet of Lots 9, 10, 11 and 12, Block M,
As depicted on the Amended Plat recorded September 2, 2020, at Reception No. 941293,
Town (now City) of Rifle, Colorado

Parcel Two:

The North 69 feet of Lots 9, 10, 11 and 12, Block M,
Town (now City) of Rifle, Colorado

RECITALS

- A. The Parcels are adjacent to each other and are partially separated by a retaining wall (the "Retaining Wall"), as depicted on the attached and incorporated Exhibit A, that straddles the boundary line between the Parcels.
- B. The owners of the Parcels wish to enter into an agreement setting forth the rights and obligations of the owners and their heirs, successors and assigns concerning any costs or maintenance related to the Retaining Wall (defined below).

THEREFORE, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

TERMS

- 1. Recitals. The above Recitals are true and are incorporated into this Agreement by this reference.
- 2. Grant. The owners of the Parcels grant to each other a perpetual, non-exclusive right to access, inspect, maintain, repair and replace the Retaining Wall. This right shall be binding upon and inure to the benefit of the owners and their respective heirs, successors and assigns.
- 3. Maintenance, Repair and Replacement. The owners of the Parcels shall share equally in the cost of maintenance, repair and replacement of the Retaining Wall, unless such maintenance, repair or replacement is caused or necessitated solely by one of the owners, or a

guest, licensee or invitee of an owner, in which case that owner shall be solely responsible for the cost of such maintenance, repair or replacement. If any maintenance, repair or replacement is caused or necessitated by the owners (or their guests, licensees or invitees) in anything but equal proportion, the owners shall bear the costs of such maintenance, repair or replacement in proportion to their (or their guest's, licensee's or invitee's) fault.

4. Right to Contribution. An owner's right to contribution from the other owner shall run with the land and shall pass to such owner's heirs, successors and assigns.

5. Disputes. In the event the owners are unable to agree as to whether the Retaining Wall is in need of maintenance, repair or replacement, the owners agree to submit their dispute to an independent professional engineer with experience in such matters (the "Engineer"). The Engineer shall review such materials as may be provided by the owners and visit the Parcels to determine whether the Retaining Wall is in need of maintenance, repair or replacement. The Engineer's decision shall be treated as an arbitrator's decision, binding on both owners, and the owners shall be obligated to complete the maintenance, repair or replacement in accordance with the requirements of the Engineer, unless otherwise mutually agreed by the owners. The costs of the Engineer's services shall be paid equally by the owners.

6. Parcel One Retained Rights. Owner of Parcel One retains the right to incorporate the retaining wall into a new or extended building on Parcel One. All expenses related to any such project shall be paid by Owner of Parcel One, including any needed repairs or modifications to the Parcel Two parking lot.

[The remainder of this page is intentionally left blank, signature pages follow]

KMLJ LLC,
a Colorado limited liability company

[illegible]

My commission expires: _____

Page 46 of 59

PARCEL TWO OWNER:

CITY OF RIFLE, COLORADO,
a home rule municipality

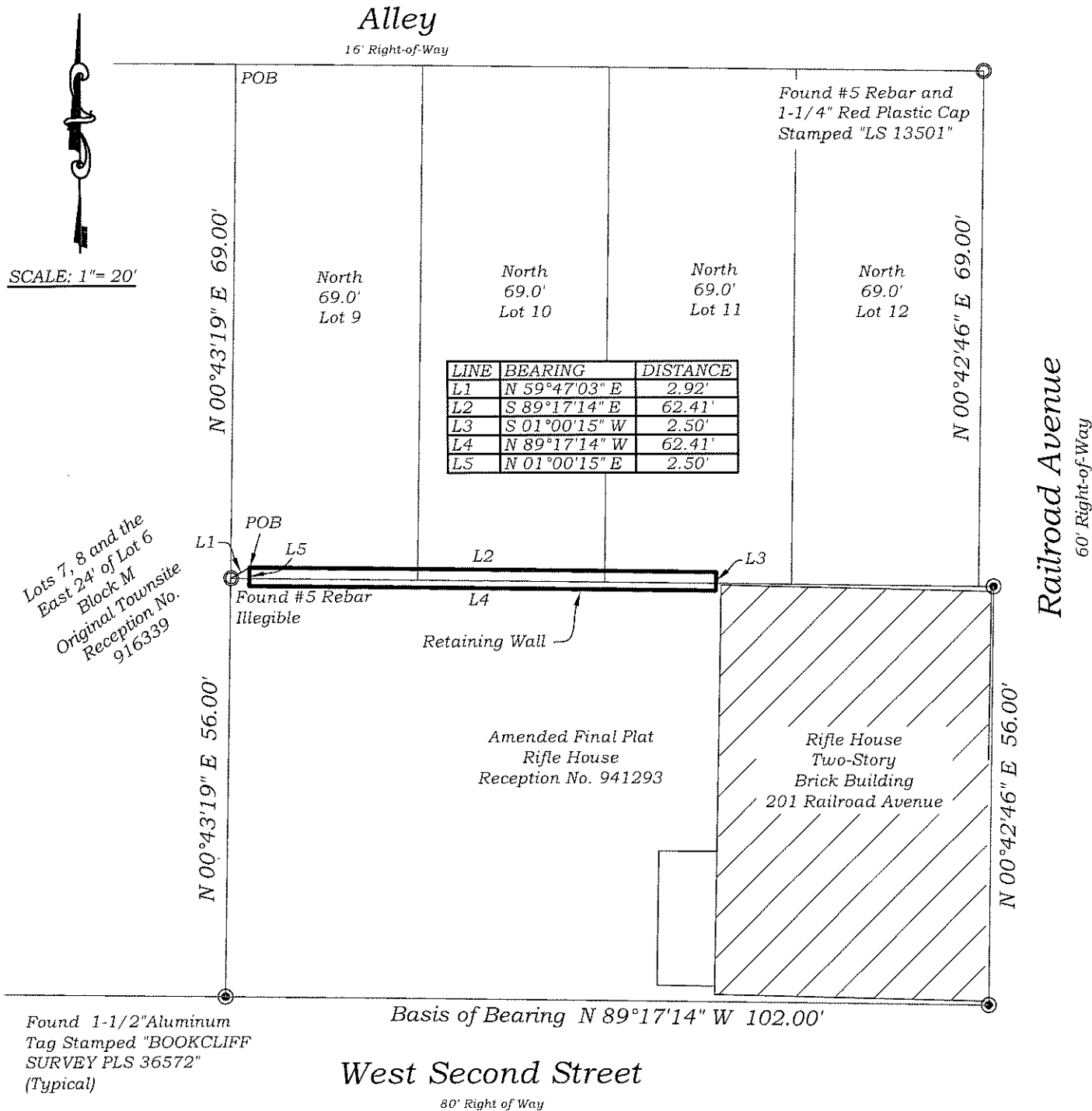
Barbara Clifton, Mayor

ATTEST:

City Clerk

EXHIBIT A
(Site Plan showing Retaining Wall)

EXHIBIT



RETAINING WALL DESCRIPTION

A RETAINING WALL SITUATE IN THE NW1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N89°17'14"W ALONG THE NORTH RIGHT-OF-WAY OF WEST SECOND STREET BETWEEN 1-1/2" ALUMINUM TAGS STAMPED "BOOKCLIFF SURVEY PLS 36572". SAID RETAINING WALL BEING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE RIFLE HOUSE AMENDED FINAL PLAT, RECEPTION NO. 941293; THENCE N59°47'03"E 2.92 FEET TO THE NORTHWEST CORNER OF SAID RETAINING WALL, THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID RETAINING WALL S89°17'14"E 62.41 FEET; THENCE ALONG THE EAST LINE OF SAID RETAINING WALL S01°00'15"W 2.50 FEET; THENCE ALONG THE SOUTH LINE OF SAID RETAINING WALL N89°17'14"W 62.41 FEET; THENCE ALONG THE WEST LINE OF SAID RETAINING WALL N01°00'15"E 2.50 FEET TO THE TRUE POINT OF BEGINNING.

136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773



BOOKCLIFF
Survey Services, Inc.

DATE: AUGUST 2, 2021
JOB NO: 19099-02

BURIED UTILITIES EASEMENT DEED

The City of Rifle, Colorado, a home rule municipality ("Grantor"), whose address is 202 Railroad Avenue, Rifle, Colorado 81650, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which the parties acknowledge, grants and conveys to **KMLJ LLC, a Colorado limited liability company** ("Grantee"), whose address P.O. Box 1926, Rifle, Colorado 81650, a non-exclusive, perpetual easement for the construction, installation, use, maintenance, repair, removal and replacement of one or more underground utilities and related facilities, across and beneath the real property in Garfield County, Colorado legally described:

The North 69 feet of Lots 9, 10, 11 and 12, Block M,
Town (now City) of Rifle, Colorado

The easement is for the benefit of the real property in Garfield County, Colorado legally described as:

The South 56 feet of Lots 9, 10, 11 and 12, Block M,
As depicted on the Amended Plat recorded September 2, 2020, at Reception No. 941293,
Town (now City) of Rifle, Colorado

The easement is depicted on the attached and incorporated Exhibit A. Grantor shall not erect, place or permit to remain on the easement without Grantee's prior written consent (which shall not be unreasonably withheld) any buildings, structures, fencing, improvements, or materials that could impede Grantee's use of the easement area. Grantor may relocate any underground utilities and related facilities at its expense if it desires to terminate the easement granted herein. Grantor reserves the right to the use and enjoyment of the easement so long as such use does not hinder, conflict with, or interfere with Grantee's rights under this Deed.

DATED the ____ day of _____, 2021.

CITY OF RIFLE, COLORADO,
a home rule municipality

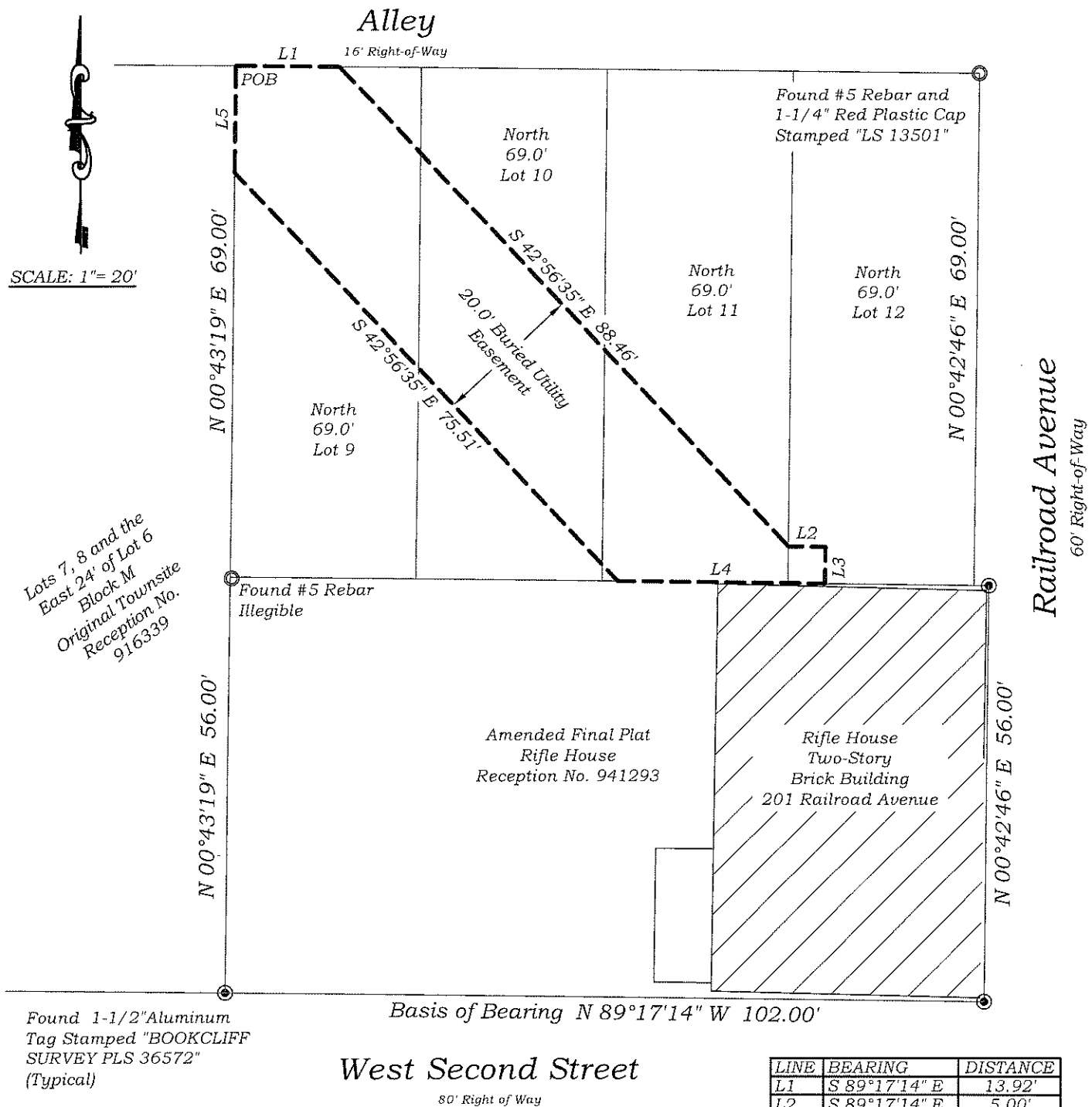
Barbara Clifton, Mayor

ATTEST:

City Clerk

EXHIBIT A
(Depiction of Easement Area)

EXHIBIT



EASEMENT DESCRIPTION

A PARCEL OF LAND FOR THE PURPOSE OF A BURIED UTILITES EASEMENT, SITUATE IN THE NW1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N89°17'14"W ALONG THE NORTH RIGHT-OF-WAY OF WEST SECOND STREET BETWEEN 1-1/2" ALUMINUM TAGS STAMPED "BOOKCLIFF SURVEY PLS 36572". SAID STRIP OF LAND BEING TWENTY (20) FEET WIDE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9, BLOCK M, CITY OF RIFLE; THENCE N00°43'19"E 125.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9, THE TRUE POINT OF BEGINNING, THENCE ALONG THE NORTH LINE OF SAID LOT 9, S89°17'14"E 13.92 FEET; THENCE DEPARTING SAID NORTH LINE S42°56'35"E 88.46 FEET; THENCE S89°17'14"E 5.00 FEET; THENCE S00°42'46"W 5.00 FEET TO A POINT ON THE NORTH LINE OF THE RIFLE HOUSE AMENDED FINAL PLAT, RECEPTION NO. 941293; THENCE ALONG SAID NORTH LINE N89°17'14"W 27.87 FEET; THENCE DEPARTING SAID NORTH LINE N42°56'35"W 75.51 FEET TO A POINT ON THE WESTLINE OF SAID LOT 9; THENCE ALONG SAID WEST LINE N00°45'24"E 14.37 FEET TO THE TRUE POINT OF BEGINNING.

136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773



BOOKCLIFF
Survey Services, Inc.

DATE: AUGUST 2, 2021
JOB NO: 19099-02



Agenda Item #7.c.

Agenda Item Name:

Consider Market Adjustment Raise for City of Rifle Employees

Presenter:

Danielle Hogan, HR Manager

Item Description:

Consider 5% Market Adjustment Raise Increase for City of Rifle Employees

Recommended Action:

Move to approve 5% Market Adjustment Raise Increase for City of Rifle full time and permanent part time employees.

Fiscal Impact:

Increase to current 2021 salaries and wages budgeted amount: 5% \$335,040.14

Operational Impact:

Targeting increasing retention and improving ability to recruit talent. Keeping wages competitive amid inflation.

Prior Board Motions:

Background Information:

Item was discussed in workshop August 18, 2021

Executive Summary:

A pay plan stays current and competitive in the market by market adjustments. Employees move through the ranges for their positions via step increases.

Notification Requirements:

Prepared By:

Danielle Hogan, HR Manager

Attachments:

1. Market Adjustment Increase 9.1.2021 Council Meeting



To: Mayor and Rifle City Council

From: Danielle Hogan, HR Manager

Date: Friday, August 20, 2021

Subject: 5% Retroactive Market Adjustment Raise

Retaining current staff is critical in supporting on-going City initiatives. Recruiting qualified and competent talent for vacant positions is crucial to continuing the level of services offered by City of Rifle to our citizens and vendors. A pay plan stays current and competitive in the market through market adjustments.

Offering a market adjustment raise to current full-time and permanent part-time employees would help retain current staff through keeping wages consistent with market inflation. It will also communicate to employees they are our most valuable asset; and their work and dedication to the City and our community is appreciated.

Being an employer of choice is a strategic initiative for the City of Rifle. Wages are one contributing factor to ensuring Rifle meets this established initiative.

Implementing a retroactive 5% market adjustment increase for 2021 would adjust the current salaries and wages budget amount (including overtime, on-call, and retirement contributions) by an estimated \$335,040.14.

Thank you for your consideration and continued support of City of Rifle staff.



Agenda Item #8.a.

Agenda Item Name:

Report to City Manager

Presenter:

Tommy Klein, Chief of Police

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

08/27/2021

Notification Requirements:

None

Prepared By:

Misty Williams, Administrative Assistant

Attachments:

1. Report to City Manager 08.27.2021

WORK REPORT TO CITY MANAGER

08.27.2021

PIO

- Press release thanking local moving company, A to B Movers, for assisting code enforcement with a yard cleanup.
- Attended Garfield County PIO Group meeting. Needless to say, Glenwood Canyon has been the main topic of conversation.
- Continuing updates on website and social media on local issues and citizen concerns.

COURT

- Handled 37 adult cases on August 18th court day.
- Held a two day jury trial on August 11-12. A ten count Animal Cruelty complaint. Expert witnesses came in from out of state. The verdict was split; guilty on five counts, not guilty on five counts.
- Held a bench trial for code violations for 2128 Railroad Avenue. Defendants were found guilty on all counts. They were ordered to stop construction until permits are obtained, the tenants were ordered off of the property and the defendants must pay for their housing until October 6. They were also sentenced to \$20,000 restitution, \$50,000 fine each (suspended), court costs and 50 hours of Useful Public Service each.
- The court is considering holding a “warrant amnesty” day where bench warrant fees will be waived if you appear and you will be guaranteed not to be arrested on that day. It’s a way for people to handle their warrants without fear of immediate incarceration.
- Judge Zerbi was appointed to a committee mandated by the legislature to look into alternatives to placing holds on driver’s licenses in cases where money or other obligations are due to courts.
- Assisted Tom Whitmore with drafting new Rifle Mountain Park rule restricting the number of vehicles allowed at designated campsites.

UTILITIES

- Preliminary electrical work is underway for the dewatering press at the wastewater facility
- The south rifle sanitary sewer lift station lost power due to an xcel transformer issue and also experienced a generator failure, no overflow occurred but staff is looking into pricing to replace the generator in the 2022 budget
- Staff is seeking parts and pricing to repair the primary breaker that failed at the water plant, we will not be testing the generator under load until this breaker is repaired.
- The generator at the water plant appears to be running fine as of 8/24/2021

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 – awaiting grant funding
- I-70 Exit 90 Gateway Beautification – bids due August 26, 2021
- Geotech investigation of road conditions and subgrade: cemetery road system (CTL); evaluation of Tripp Dr., Whiteriver Ave., and Morrow Dr. structural failures with proposals for repair (Kumar)
- 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; pouring concrete paving (projected pour out – August 27, 2021)
- Xcel Energy is performing system upgrades; some in conjunction with Downtown Rehabilitation and some safety and operational improvements to gas system. Restoration of pavement cuts to occur in September 2021.

Fleet

- Continued development of Fleet Administration and Management.
- Ford F-550 – medium-duty snowplow at Kois Bros. for after-market outfitting
- Preparation for Fall auction of vehicles for removal from City Fleet.
- Received notification of Production of Medium Roof Transit Van for Parks

Operations & Maintenance

- Spot patching of various failed areas of paving
- Fixing subsurface drainage on Acacia near Deerfield Park Subdivision

Two weeks look-ahead:

- Bidding for Ayers Associates design for the I-70 Exit 90 Gateway Beautification project – project is now projected for Spring 2022 Construction.
- Railroad Ave. & 3rd Street/Downtown Rehabilitation Project: completion of paving of 100 block of E. 3rd Street; closure of the 300 block of Railroad Avenue from 3rd Street to the alley north of 4th Street; projected project completion: 13 OCT 2021
- Regrading alley east of Whiteriver Avenue between 5th & 6th Streets(O&M)
- Installation of a valley pan in the alley north of 4th Street (behind Alpine Bank) – O&M
- Completion of Kumar geotechnical investigations and work to prepare reports for publishing in September
- Completing department budgets.

CITY CLERK

- Received petitions from individuals interested in running for City Council in the November 2, 2021 election.
- Our new Deputy Clerk will be starting on September 8, 2021.

PARKS & REC

- Both the workshops and regular Council meetings will be hosted in Council Chambers during construction.