



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

September 15, 2021
7:00 PM
202 Railroad Avenue, Rifle, CO

5:15 PM - Workshop Meeting

Discussion and Review

- a. Discussion on Council Member Compensation
- b. First Workshop of 2022 Budget
- c. Discuss City Hall Physical and Electronic Security Improvements- Change Order Request #1 (COR#1) Plumbing Remodel

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 Approval of the 2021-2023 City Strategic Plan
 - 4.b. Consider Liquor License Renewal for Lilly's Kitchen Corporation dba Lilly's Kitchen
 - 4.c. Consider Minutes of the September 1, 2021, Regular Meeting
- 5. **Action, if any, on Workshop Items**
- 6. **Presentation**
 - 6.a. Rifle Downtown Project Update
- 7. **Regular Agenda**

- 7.a. Consider City Hall Physical and Electronic Security Improvements- Change Order Request #1 (COR#1) Plumbing Remodel
- 7.b. Consider Funding Request for Fall 2021 Grand Hogback Trail Construction
- 7.c. Consider CPW Non-Motorized Matching Grant Funding Request for Build Out of the Grand Hogback Trail System - Resolution No. 9, Series of 2021
- 7.d. Consider Regulation of Stopping, Standing or Parking in Fire Lanes - Ordinance No. 9, Series of 2021 - First Reading
- 7.e. Consider Employment Agreement with Thomas Klein for City Manager

8. Administrative Reports

- 8.a. Report to City Manager

9. Comments from Mayor and Council

10. Adjournment



Agenda Item #a.

Agenda Item Name:

Discussion on Council Member Compensation

Presenter:

Item Description:

Discussion on Council Member Compensation

Recommended Action:

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, City Clerk

Attachments:

None



Agenda Item #b.

Agenda Item Name:

First Workshop of 2022 Budget

Presenter:

Michelle Duran, Finance Director

Item Description:

Introduction of 2022 Budget

Recommended Action:

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Will review highlights of General Fund budgeting, including revenue estimates and assumptions, major departments and projects and total revenues and expenditures. If time allows, review of possible ARPA projects and treatment within the budget.

Notification Requirements:

Prepared By:

Misty Williams, City Clerk

Attachments:

1. wshop 1 outline

2. 1st 2022 Council Budget Presentation Gen Fund etc-slides
3. Draft 9.14 GF revenue
4. draft 9.14 Council GF
5. PW w 5%
6. Admin w 5%
7. PD w 5%

CITY OF RIFLE

2022 BUDGET – FIRST COUNCIL WORKSHOP –General Fund focus

09/15/2021

- I. REVENUE OVERVIEW**
 - a. General fund assumptions**
 - b. Revenue history by major funds**
 - c. Sources of revenue**
- II. EXPENDITURE OVERVIEW**
 - a. Major categories and challenges**
 - b. Detail review of departments-historic and projected**
 - c. Discussion and questions, suggested changes**
- III. Schedule of ARPA-possible expenditures**
- IV. Action items for staff**

City of Rifle
Draft 2022
Budget
Sept. 15, 2021



City Council Budget Workshop September 15, 2021

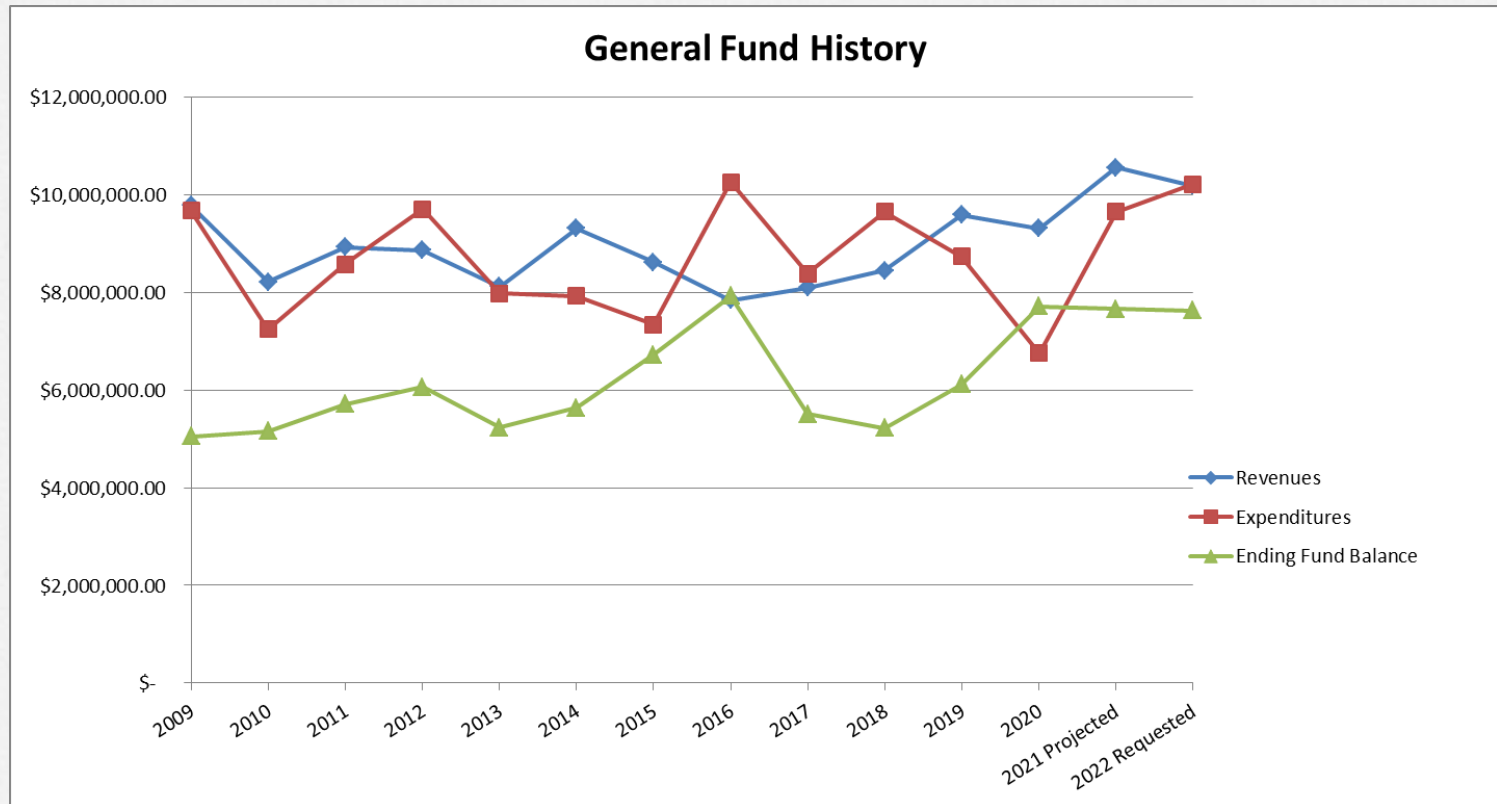
Revenue, General Fund

General Fund Revenue

2022 Assumptions

- To date, 2021 General Sales Tax revenues increased over 2020 by 18%. Conservatively estimated for year end to be up 14%. 2022 projected 3% up from 2021.
- Property taxes up slightly; increased assessed value. Over time, may decrease due to change in personal property maximum. URA had \$40K adj in 2021, 3% incr in assessed value for 2022.
- YTD Motor Vehicle Assessment is up 60%, due to 'catch up' from pandemic. Decrease expected in 2022 because of this and lower sales.
- Outside revenues all expected to be lower-- FML, Severance, HUTF

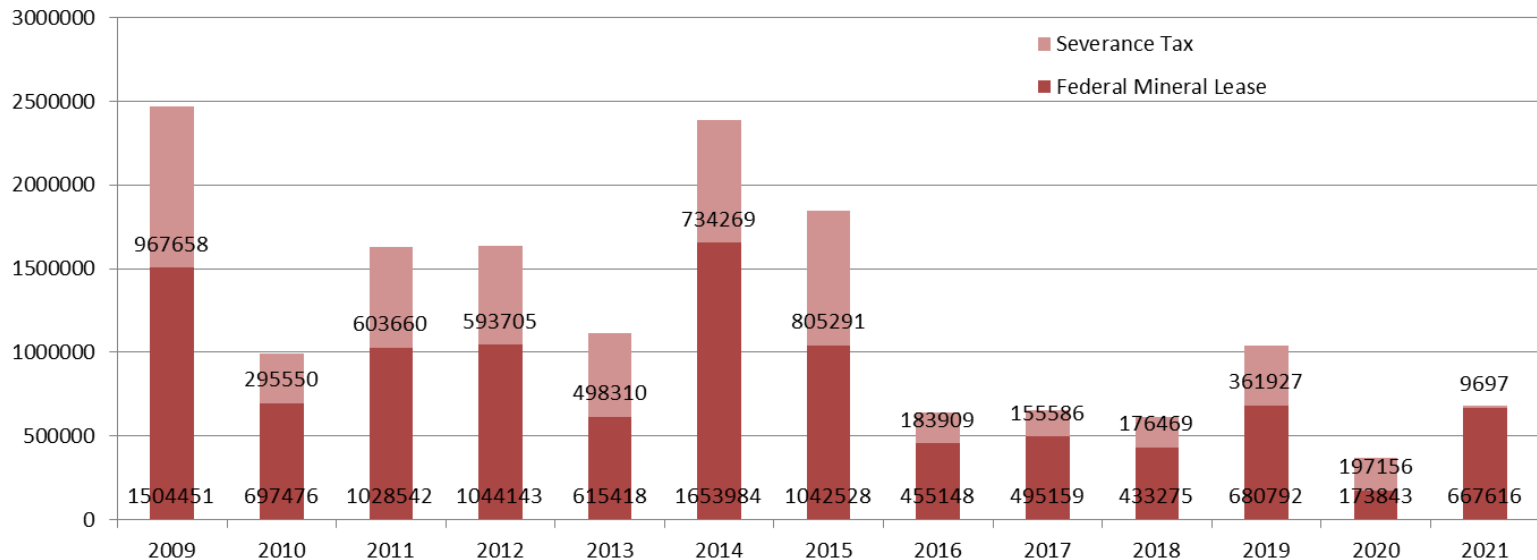
General Fund History



Revenue Detail

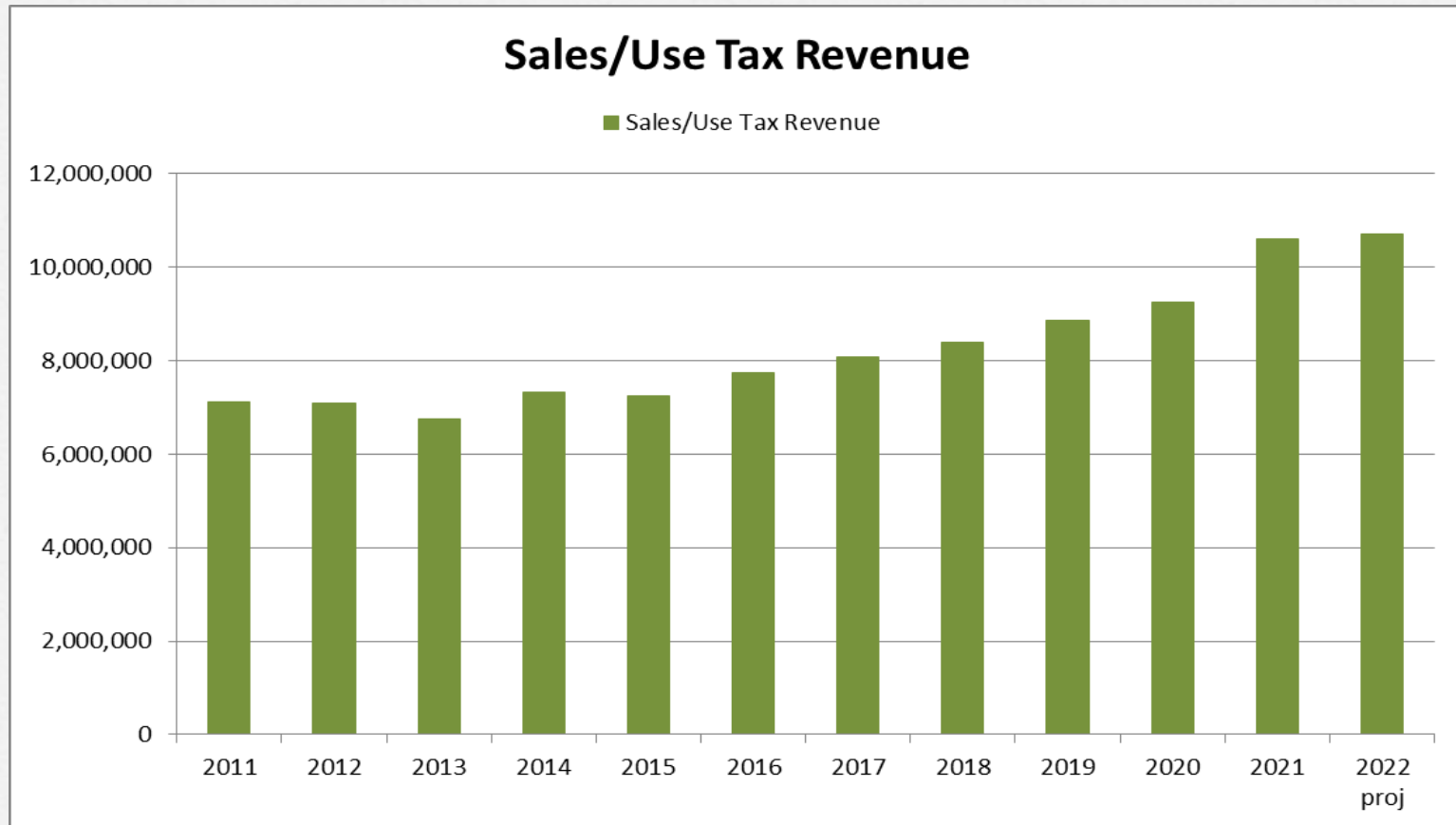
GENERAL FUND ITEMS

Federal Mineral Lease and Severance Tax Revenue



Revenue Detail

GENERAL FUND ITEMS





FY2022 Budget Approach

- o Maintain operations, employee morale, community engagement.
- o Allocate limited resources to provide excellent service.
- o Budget conservatively for changes in outside revenues- Severance, Federal Mineral lease, county grants, sales taxes.
- o Strategically plan for best allocation of Federal grant funds.

Expenditure Overview:

- o Maintaining Salary schedule will result in General Fund increase of \$215K. An additional \$152K from the 5% adjustment.
- o Full PD staffing expected.
- o Staff Increases: HR Generalist, PT Planning admin, PT Evidence Tech
- o Possible uses of ARPA funding in General fund total \$134K in 2022.
- o No increase in Health Benefits for 2022!
- o Delay of leased vehicles resulting in decreased costs for 2021 and 2022.

2022 GF Budget Challenges

- o How much to spend out of reserves (if any) and for what purposes?
- o Work with unpredictable revenues to meet commitments and plan for future growth.
- o Pursue initiatives to improve recruitment and retention.
- o Anticipate Infrastructure Plan dollars vs. ARPA spending.
- o Ensure compliance with Uniform Guidance for spending Federal grant funds.

Compensation - GF

o 2021 Budget:

o GF FT Sal & Wage:
\$3,899,207

o Retirement:

457: \$25,658

401: \$121,722

PD Pension: \$176,613

o 2022 Budget, before 5%:

o GF FT Sal & Wage:
\$4,139,704

o Retirement:

457: \$80,996

401: \$138,042

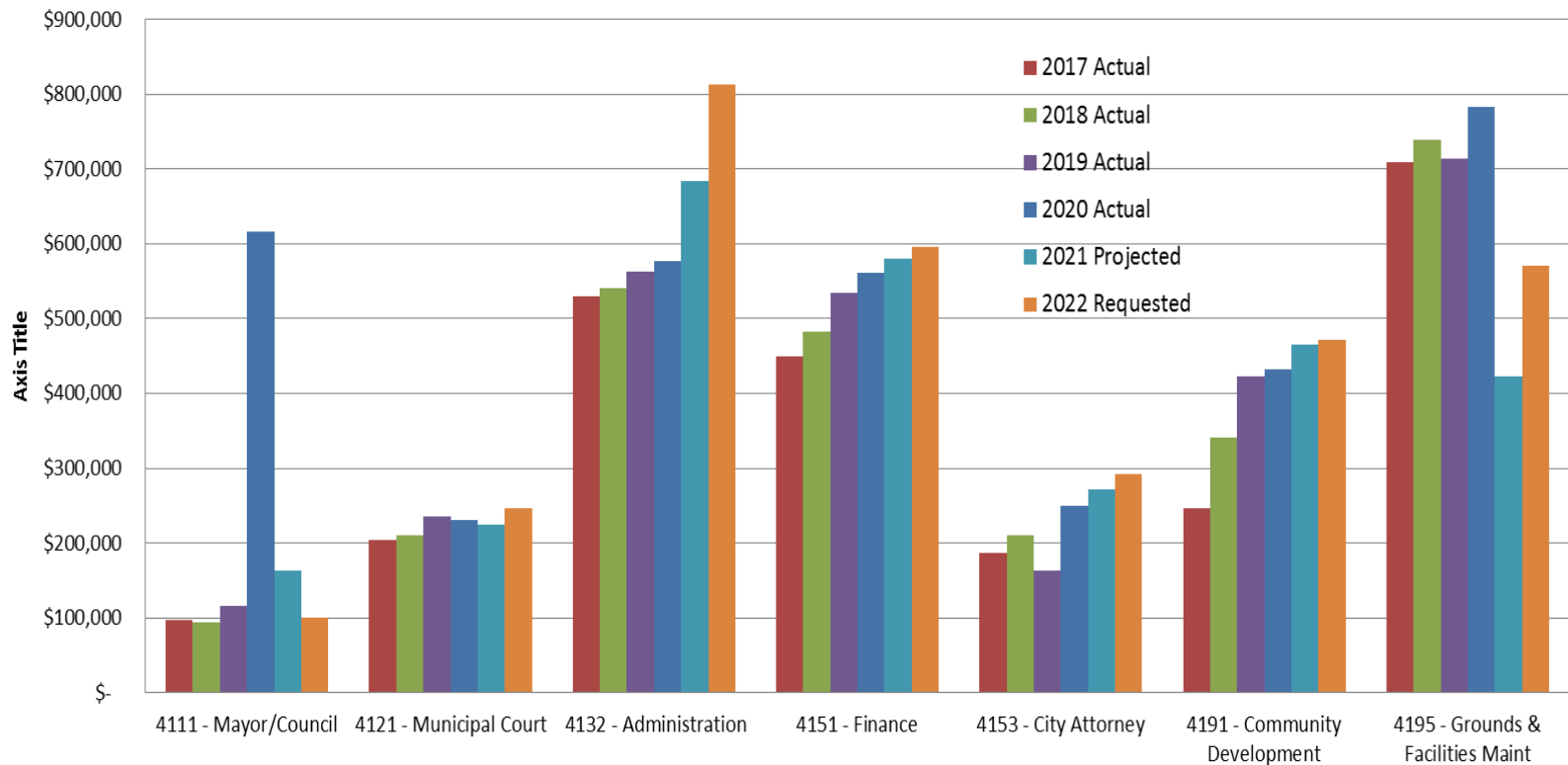
PD Pension: \$169,678

Increase: \$305,220

**After 5% market adjustment, additional budget =
\$193,509**

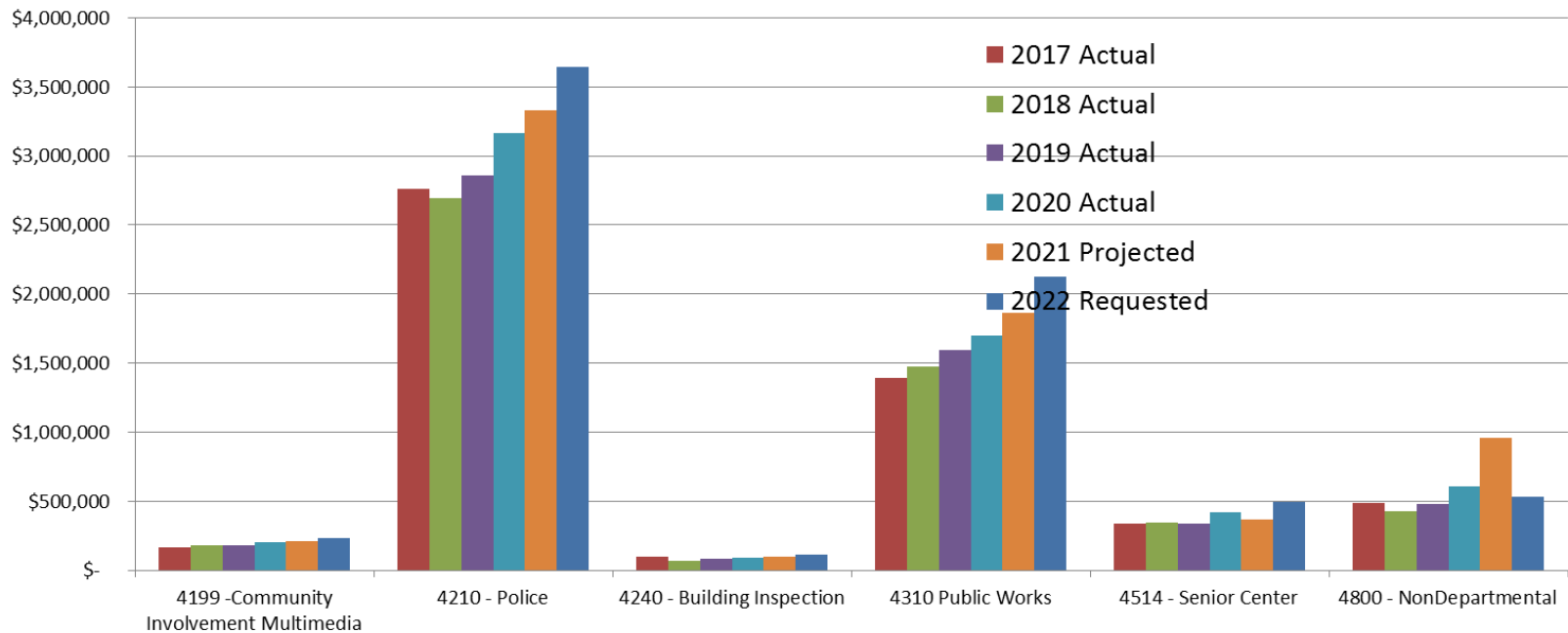
GF Departments (1)

GF Dept Expenditures 2017-2021



GF Departments (2)

GF Dept Expenditures 2017-2021



ARPA Items-Gen Fund

Items in budget, possibly eligible for grant funding. Revenue Loss category could provide \$1M

Total City of Rifle ARPA award: \$2.4M

Item	Est'd Amount	Budgeted Fund	ARPA Category:		
			A Effects	C Rev Loss	D Infrastr
Grant admin	10,000	GF - Admin	10,000		
Community Engagemt	6,000	GF -Finance	6,000		
Equipment	30,000	GF PW		30,000	
Outdoor space	33,000	GF - SR Center	33,000		
Boom lift	55,000	GF: G&F		55,000	
TOTAL GFUND	134,000		49,000	85,000	0

Mayor & Council

- o Strategic planning
- o Council training & CML
- o Employee recognition

Mayor & Council

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Mayor & Council Expenditures	\$116,252	\$81,033	\$161,524	\$164,024	\$99,818

2021 Included \$53,000 in community grants, COVID-related.
Reimbursement from CARES Act funding.

Administration (Manager, Clerk & HR)

- o 2022 staffing increase-Deputy City Clerk, HR Generalist
- o \$10,000 for Grant Admin – ARPA eligible
- o \$30,000 Communication consultant.

Administration (Manager, Clerk & HR)

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Administration Expenditures	\$562,553	\$576,556	\$703,072	\$683,710	\$826,680

City Attorney

(Outside attorney, Muni Court Attorney)

- o For outside legal, flat monthly bill with portion allocated to Water, Planning, and Parks & Rec for 2022. Majority to General Fund.
- o Some water activity not included. Budget separately in Water fund.
- o Some costs reimbursed through Community Devel.

City Attorney

(Outside attorney, Muni Court Attorney)

Department	Actual 2018	Actual 2019	Current Year Adopted Budget 2020	Current Year Projected 2020	2021 Requested
Attorney Expenditures	\$210,301	\$163,733	\$183,000	\$258,000	\$285,000



Finance

- Includes fees for MuniRevs(sales tax payments),ADP, Xpress Bill Pay(Utility online payment), annual audit and other service fees.
- Increase community engagement and transparency with ClearGov for budget. \$8,000
- Community input for ARPA, or budget - \$5,000 (ARPA funds?)
- Research consistent Point of Sale systems. (Currently have 3 different.)

Finance

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Finance Expenditures	\$534,117	\$560,629	\$601,014	\$580,555	\$621,524

Community Development

- Continue building and development review and inspections
- Anticipate continued home building
- Assist with trail network development
- Inspector now salaried

Community Development

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Community Development Expenditures	\$422,826	\$432,732	\$468,767	\$465,879	\$458,219

Building Inspection

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Building Inspection Expenditures	\$85,325	\$88,282	\$93,048	\$95,239	\$117,044

Grounds & Facilities

- o Cemetery expansion - \$33,000 for master plan
- o Slight increase in maintenance costs for Gateway, new bid for landscape and snow removal
- o Planned purchase of large towable boom lift to assist with lighting, tree trimming, pool, other. \$55,000 (ARPA 3)

Grounds & Facilities

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Grounds & Facilities Expenditures	\$433,639	\$502,953	\$495,016	\$422,464	\$549,776

Community Access Multimedia

- o Add Audio Eye service for ADA compliance (\$3800)
- o Some equipment upgrades
- o Explore cost sharing with other Rifle agencies using our service
- o Homeward Bound initiative-now \$5,000 –move to admin?
- o Media campaign for notifications from 3rd party vendor? Not budgeted at this time-\$8-10K

Community Access Multimedia

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Community Access Multimedia Expenditures	\$176,940	\$206,303	\$238,560	\$211,866	\$230,872

Police Department

- o Re-instate Youth Outreach Programs
- o Prof Svcs includes additional \$46K for Victim Response from Garco, and \$20K for data storage
- o Personnel –additional police position funded, part-time position added for evidence data management.
- o One more vehicle to be leased in 2022, phase into more leases. Retire another vehicle.
- o Purchase 8 body cams and related software and cloud storage.
- o Add training for K9 officer.

Police Department

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Police Expenditures	\$2,857,811	\$3,162,453	\$3,309,513	\$3,331,501	\$3,726,052

Court

- o For the third year, a grant has been received from the DOJ to assist with costs of representing offenders. \$5161 received to date in 2021, granted another \$10,000, for remainder 2021 and first half 2022. Costs continue to up for these Defense attorneys.

Court

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Municipal Court Expenditures	\$235,443	\$231,589	\$244,437	\$224,858	\$252,285

Public Works

- o Increased utility costs, street lights and shop
- o Increase in training budget for engineer, traffic, MS4
- o Purchase of side-by-side weed sprayer, \$30K (ARPA-C)
- o Repay $\frac{1}{4}$ of purchase of large equipment-track steer loader, front end loader (total cost-\$260K)

Public Works

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Public Works Expenditures	\$1,593,022	\$1,700,995	\$1,915,783	\$1,864,324	\$2,254,708

Senior Center

- o One full time staff increase in 2022.
- o Meal day added for Parachute; slight increase in County reimbursement.
- o Outdoor space improvements estimated \$33K ARPA
- o Sales and Cans is a group of volunteers that raise money all year, help fund improvements.
- o IGA with the Rifle Housing Authority for shared maintenance position

Senior Center

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Senior Center Expenditures	\$341,965	\$419,628	\$406,790	\$370,841	\$502,441

Non-Departmental

- o Supervisor & department head training
- o Misc. items attributable to other departments
 - o Animal shelter
 - o Mosquito abatement
 - o Congregate meals & Traveler
 - o Dues, incl \$5K for Chamber
 - o Insurance-General
 - o RFTA
 - o Rifle Community Foundation
 - o Wellness program for staff

Non-Departmental

Department	Actual 2019	Actual 2020	Current Year Adopted Budget 2021	Current Year Projected 2021	2022 Requested
Non-Departmental Expenditures	\$480,900	\$516,344	\$960,081	\$958,681	\$532,850

Wrap Up

- o Questions?
- o Comments.
- o Direction to staff.
- o Sept 22, 2021, 6pm: Parks & Rec, Tourism, IT, Capital Fund, Cemetery Fund,
- o Sept 29, 2021 6pm: Utilities, Fleet, VIF, URA, Street Improvement Fund.
- o Oct 15, 2021: Public Draft available.

Next Steps

- November 3, 2021 – First budget public hearing
- November 17, 2021 – Second budget public hearing, vote.
- December 10, 2021 – Final certification of values from Assessor (?)
- December 15, 2021 – Deadline to certify mill levy to County
- January 31, 2022 – Deadline to deliver certified copy of budget to Division of Local Government (DLG)

**100
100-3000**

**General Fund
Revenues Detail**

All sources of revenue for General Fund departments are listed; not separately allocated.

		12/31/2020	12/31/2021	2021	12/31/2022
Account Number	Account Title	Actual	Amended Budget	Projected	Budget
100-3000-311-001	General Property Taxes	\$ 618,526	635,464	633,000	669,000
100-3000-311-100	Delinquent Property Taxes	\$ 107	1,000	4,000	1,000
100-3000-312-100	Specific Ownership Tax	\$ 41,317	33,162	40,000	40,458
100-3000-313-001	General Sales Tax (2%)	\$ 4,663,746	4,368,778	5,316,671	5,476,171
100-3000-313-002	General Use Tax	\$ 97,754	126,750	150,000	141,960
100-3000-313-004	Motor Vehicle Use Tax	\$ 385,214	350,000	500,779	490,000
100-3000-313-005	Marijuana Excise Tax-Retail	\$ 162,496	140,000	180,000	180,000
100-3000-318-002	Franchise Fees	\$ 351,928	382,851	382,851	382,851
100-3000-319-001	Penalties & Interest	\$ 30,742	30,000	22,000	30,000
100-3000-321-001	Liquor Licenses	\$ 22,528	6,000	6,000	6,000
100-3000-321-002	Marijuana Licenses	\$ 30,000	40,075	40,075	50,094
100-3000-321-004	Sales Tax Licenses	\$ 19,038	18,000	20,000	19,620
100-3000-321-006	Contractors Licenses	\$ 16,156	20,000	20,000	20,000
100-3000-322-001	Building Permits	\$ 120,718	150,000	170,000	170,000
100-3000-322-002	Building Permits Dep Forfeit	\$ -	-	-	-
100-3000-322-009	Other Permits	\$ 3,840	3,000	3,000	3,000
100-3000-323-001	Permit Fee Waivers	\$ -	-	-	-
100-3000-331-003	School Resource Officer (RE2)	\$ 15,801	20,000	5,000	16,000
100-3000-331-005	TRIDENT Grant	\$ -	-	-	-
100-3000-331-006	Bulletproof Vest Grant	\$ -	4,500	1,000	1,000
100-3000-331-007	K-9 Grants/Donations	\$ 20	9,000	9,000	-
100-3000-331-008	Grant - DOJ OT for PD	\$ -	-	1,000	27,000
100-3000-334-001	Police - DUI Grant	\$ 38,012	15,000	50,000	40,000
100-3000-334-005	Police - HIDTA Overtime Remb G	\$ 2,583	5,000	5,000	3,000
100-3000-334-009	Police - Training Overtime Rem	\$ -	4,500	4,500	-
100-3000-334-010	Garf Cty DHS Contract Revenue	\$ 95,729	125,000	115,000	150,000
100-3000-334-011	Garf Cty Police OT Reimburseme	\$ -	-	-	-
100-3000-334-013	Police Dept Grants	\$ 24,690	24,000	24,000	20,000
100-3000-334-022	GCFMLD Grant Revenues	\$ 25,000	-	\$ -	-
100-3000-334-023	State Grants	\$ -	-	-	-
100-3000-334-024	Other Agency Grants	\$ 119,105	-	\$ -	-
100-3000-334-025	Federal Grants	\$ -	-	\$ -	134,000
100-3000-335-004	Highway Users Trust Fund	\$ 275,932	276,685	276,685	310,000
100-3000-335-005	Motor Vehicle Assessment	\$ 40,435	40,000	40,000	40,000
100-3000-335-006	Cigarette Tax	\$ 22,420	22,000	22,000	22,000
100-3000-335-009	Federal Mineral Lease	\$ 173,843	175,000	667,616	315,000
100-3000-335-100	Severance Tax	\$ 197,156	86,400	50,000	25,920
100-3000-337-001	Other Agency	\$ 327,520	335,418	387,000	-
100-3000-338-001	Road & Bridge	\$ 4,735	-	5,000	-
100-3000-338-002	Seizure Revenue	\$ -	-	-	-
100-3000-338-003	County Sales Tax	\$ 265,511	220,275	250,000	250,000
100-3000-341-003	Zoning & Subdivision Fees	\$ 4,080	6,000	8,000	6,000
100-3000-341-004	Plan Review Fees	\$ 62,717	60,000	92,000	80,000
100-3000-341-100	Parkland Dedication Fees	\$ 90	-	500	13,200
100-3000-342-010	Police Services	\$ 14,283	13,000	13,000	10,000

100-3000 Revenues Detail (cont'd)					
		12/31/2020	12/31/2021	2021	12/31/2022
Account Number	Account Title	Actual	Amended Budget	Projected	Budget
100-3000-342-101	Building Inspections	\$ -	-	-	-
100-3000-343-001	Grave Opening/Closing Fee	\$ 11,175	9,025	9,500	9,928
100-3000-343-002	Perpetual Care	\$ -	-	-	-
100-3000-343-100	Sale of Cemetery Lots	\$ 9,100	5,355	20,000	13,388
100-3000-345-004	Dog Fines & Fees	\$ 40	200	700	700
100-3000-348-001	Cost Allocation	\$ 618,887	678,094	678,094	678,094
100-3000-349-150	Reimb-Legal/Eng	\$ 8,868	7,000	2,750	7,000
100-3000-349-151	Reimb-Public Works	\$ 210	-	-	-
100-3000-350-001	Planning-Administrative Fines	\$ -	-	-	-
100-3000-351-001	Court Fines	\$ 82,905	100,000	75,000	90,000
100-3000-351-002	Court Fines- RPD Training	\$ 8,182	10,000	9,000	10,000
100-3000-351-023	State Grant - Court	\$ 6,737	3,840	8,000	5,000
100-3000-351-006	Court Fines- YZ 15%	\$ (127)	-	-	-
100-3000-361-001	Interest Earnings	\$ 63,062	72,050	85,000	64,845
100-3000-362-001	Unrealized Gains/Losses	\$ -	-	-	-
100-3000-363-001	Rent of City Facilities	\$ 13,596	14,000	13,500	14,000
100-3000-363-002	Mineral Royalty Income	\$ 61,016	45,455	45,455	45,455
100-3000-363-003	Correctional Fac. Transport	\$ -	-	-	-
100-3000-365-002	Community Yth Svs Donatio	\$ -	-	-	-
100-3000-365-006	Donations Sr Center General	\$ 12,824	3,000	-	3,000
100-3000-365-007	Donations SrCtr Sales & Cans	\$ 5,000	2,000	2,000	2,000
100-3000-365-008	Donations SrCtr Meals	\$ 436	2,350	250	2,350
100-3000-365-010	Donations Police Department	\$ -	1,000	-	100
100-3000-365-013	Community TV Access	\$ 7,660	7,200	13,000	8,280
100-3000-378-001	Miscellaneous Income	\$ 62,951	18,000	40,000	36,000
100-3000-378-005	Sale of Scrap Metal	\$ -	-	-	-
100-3000-378-006	Senior Center Sales	\$ 2,065	2,000	1,000	2,000
100-3000-378-007	Retirement Forfeiture	\$ 7,623	10,000	2,000	10,000
100-3000-391-202	OTI-Conservation Trust	\$ -	-	-	-
100-3000-391-204	OTI-VIF	\$ -	-	-	25,000
100-3000-391-205	OTI-DDA	\$ -	-	-	-
100-3000-391-999	Transfer In	\$ 35,000	25,000	25,000	-
100-3000-392-001	Sales of GFA	\$ 750	-	750	-
100-3000-392-002	Insurance Proceeds	\$ 16,846	7,500	15,000	15,000
100-3000-392-003	Gain/Loss on Sale/Disposal	\$ -	-	-	-
Total General Fund Revenues		\$ 9,352,772	8,814,489	10,562,697	10,185,412

100 General Fund-Expenditures

100-4111 Mayor & Council

Council members & training, elections, Council operations

		2020	2021	2021	2022
Account Number	Account Title	Actual	Amended Budget	Projected	Budget
100-4111-400-110	Regular Employees-S&W	\$ -	-	-	-
100-4111-400-120	Part-Time/Temp Empl-S&W	\$ 36,000	36,000	36,000	36,000
100-4111-400-220	FICA	\$ 2,232	2,232	2,232	2,232
100-4111-400-221	Medicare	\$ 522	522	522	522
100-4111-400-250	Unemployment Insurance	\$ -	108	108	108
100-4111-400-260	Workers Comp Insurance	\$ 15	21	21	16
100-4111-400-320	Professional Services	\$ -	30,000	30,000	15,000
100-4111-400-340	Postal Services	\$ -	200	200	200
100-4111-400-540	Advertising	\$ 808	1,800	1,300	2,000
100-4111-400-550	Printing/Binding	\$ 15	250	250	250
100-4111-400-580	Training & Meetings	\$ 7,003	7,500	7,000	8,300
100-4111-400-610	General Supplies	\$ 949	1,500	1,500	1,500
100-4111-400-617	Uniforms/Clothing	\$ -	425	425	-
100-4111-400-641	Minor Equipment	\$ 10,204	5,500	1,500	3,000
100-4111-400-801	Miscellaneous	\$ 389	7,500	5,000	6,500
100-4111-400-820	I.T. Maintenance	\$ 22,897	24,966	24,966	24,190
100-4111-400-887	Rifle Stimulus Plan	\$ 534,592	53,000	53,000	-
Total Mayor & Council Expenditures		\$ 81,033	118,524	164,024	99,818

100 General Fund Expenditures		Department Detail			
100-4310 Public Works					
PW Director, GIS, Operations crew. Maintenance of streets, infrastructure.					
		2020	2021	2021	2022
Account Number	Account Title	Actual	Amended Budget	Projected	Budget
100-4310-400-110	Regular Employees-S&W	\$ 651,869	658,126	665,000	755,776
100-4310-400-120	Part-Time/Temp Empl-S&W	\$ -	-	-	-
100-4310-400-130	Overtime-S&W	\$ 17,692	25,000	25,000	30,000
100-4310-400-135	Standby Time-S&W	\$ 1,557	5,000	5,000	5,000
100-4310-400-210	Health Insurance	\$ 155,629	167,383	167,383	166,291
100-4310-400-211	Dental	\$ 8,540	8,595	8,595	9,103
100-4310-400-212	Vision	\$ 1,537	1,547	1,547	1,638
100-4310-400-213	Life	\$ 1,138	1,170	1,170	1,183
100-4310-400-214	HRA Health Reimb Acct	\$ 452	3,425	3,425	2,300
100-4310-400-215	HSA Health Savings Acct	\$ 11,190	8,750	8,750	17,390
100-4310-400-220	FICA	\$ 40,583	43,036	43,090	49,028
100-4310-400-221	Medicare	\$ 9,491	10,065	10,078	11,466
100-4310-400-230	Retirement	\$ 32,312	32,906	32,906	37,789
100-4310-400-231	457 Retirement	\$ 4,471	4,407	4,407	94,518
100-4310-400-250	Unemployment Insurance	\$ 1,964	1,974	1,974	2,267
100-4310-400-260	Workers Comp Insurance	\$ 23,474	26,058	26,058	24,818
100-4310-400-320	Professional Services	\$ 21,709	30,000	20,000	25,000
100-4310-400-321	Prof. Serv. - Surveying	\$ 690	7,500	4,000	5,000
100-4310-400-325	Snow Plow Contracting	\$ -	5,000	5,000	5,000
100-4310-400-340	Postal Services	\$ 2	250	50	200
100-4310-400-410	Utility Services	\$ 38,465	25,000	25,000	25,000
100-4310-400-411	Street Lights	\$ 191,770	170,000	170,000	206,000
100-4310-400-430	Repair & Maint Services	\$ 13,584	15,000	7,000	15,000
100-4310-400-431	R&M Scv Sandblst/Striping	\$ 28,700	32,000	30,000	35,000
100-4310-400-433	Repair&Maint for Property Loss	\$ 5,880	5,000	7,500	7,500
100-4310-400-434	Right of Way Maintenance	\$ 2,033	5,000	5,000	6,000
100-4310-400-442	Rental Equip/Vehicles	\$ -	2,500	2,500	2,500
100-4310-400-501	Other Purchased Services	\$ 18,631	15,000	15,000	20,000
100-4310-400-510	Dues/Memberships	\$ 864	1,500	1,500	1,500
100-4310-400-540	Advertising	\$ -	500	500	500
100-4310-400-550	Printing/Binding	\$ -	400	400	250
100-4310-400-580	Training & Meetings	\$ 357	20,000	10,000	10,000
100-4310-400-610	General Supplies	\$ 48,479	53,000	48,000	55,000
100-4310-400-611	Signage Supplies	\$ 13,181	15,000	10,000	12,000
100-4310-400-617	Uniforms/Clothing	\$ 5,621	4,000	4,000	5,000
100-4310-400-623	Propane	\$ 76	1,500	1,500	1,500
100-4310-400-641	Minor Equipment	\$ 7,497	10,000	10,000	5,500
100-4310-400-660	Road Materials	\$ 31,795	40,000	40,000	40,000
100-4310-400-661	Snow Removal Materials	\$ 33,091	45,000	45,000	40,000
100-4310-400-741	Equipment	\$ 11,076	15,000	15,000	30,000
100-4310-400-742	Vehicles/Leasing	\$ -	32,200	15,000	46,500
100-4310-400-810	Fleet Maintenance Allocation	\$ 184,331	182,418	182,418	203,108
100-4310-400-820	I.T. Maintenance	\$ 70,327	77,573	77,573	84,665
100-4310-400-860	Fleet Debt Service Princ	\$ 10,938	108,000	108,000	157,500
Total Public Works Expenditures		\$ 1,700,995	1,915,783	1,864,324	2,253,791

100

General Fund Expenditures

Department Detail

100-4132

Administration

City Mgr, City Clerk, Asst, HR Mgr, Asst

		2020	2021	2021	2022
Account Number	Account Title	Actual	Amended Budget	Projected	Budget
100-4132-400-110	Regular Employees-S&W	\$ 390,872	419,994	419,994	471,112
100-4132-400-120	Part-Time/Temp Empl-S&W	\$ 11,848	37,055	21,000	20,302
100-4132-400-130	Overtime-S&W	\$ 79	2,000	25	-
100-4132-400-210	Health Insurance	\$ 57,464	60,199	60,199	76,571
100-4132-400-211	Dental	\$ 3,361	3,659	3,659	5,468
100-4132-400-212	Vision	\$ 604	658	658	983
100-4132-400-213	Life	\$ 438	450	450	540
100-4132-400-214	HRA Health Reimb Acct	\$ 300	300	300	1,400
100-4132-400-215	HSA Health Savings Acct	\$ 8,750	10,500	10,500	6,125
100-4132-400-220	FICA	\$ 21,918	25,981	25,981	30,042
100-4132-400-221	Medicare	\$ 5,412	6,076	6,394	7,026
100-4132-400-230	Retirement	\$ 18,335	19,100	19,100	23,046
100-4132-400-231	457 Retirement	\$ 3,520	3,820	3,820	13,314
100-4132-400-250	Unemployment Insurance	\$ 1,120	1,257	1,257	1,454
100-4132-400-260	Workers Comp Insurance	\$ 4,714	545	545	568
100-4132-400-265	Mileage/Other Allowance	\$ -	-	-	-
100-4132-400-320	Professional Services	\$ 4,379	41,000	41,000	91,000
100-4132-400-340	Postal Services	\$ 83	250	250	250
100-4132-400-430	Repair & Maint Services	\$ -	500	500	500
100-4132-400-510	Dues/Memberships	\$ 1,999	1,910	1,910	1,600
100-4132-400-520	Insurance	\$ -	-	-	-
100-4132-400-530	Communication-Telephone	\$ -	-	-	-
100-4132-400-540	Advertising	\$ -	-	-	-
100-4132-400-550	Printing/Binding	\$ -	250	-	300
100-4132-400-580	Training & Meetings	\$ 2,589	5,000	3,500	6,000
100-4132-400-610	General Supplies	\$ 1,256	1,250	1,250	1,300
100-4132-400-611	Election Costs	\$ -	15,000	15,000	1,000
100-4132-400-617	Uniforms/Clothing	\$ -	200	200	200
100-4132-400-641	Minor Equipment	\$ -	-	-	2,000
100-4132-400-741	Equipment	\$ -	-	-	-
100-4132-400-742	Vehicles/Leasing	\$ -	5,500	5,600	6,240
100-4132-400-810	Fleet Maintenance Allocation	\$ 3,169	3,169	3,169	3,522
100-4132-400-820	I.T. Maintenance	\$ 34,346	37,449	37,449	43,197
Total Administration Expenditures		\$ 576,556	703,072	683,710	815,060

100 General Fund Expenditures		Department Detail			
100-4210 Police		Police chief, police officers, admin staff, community enforcement			
		2020	2021	2021	2022
Account Number	Account Title	Actual	Amended Budget	Projected	Budget
100-4210-400-110	Regular Employees-S&W	\$ 1,651,869	1,781,232	1,781,232	1,967,303
100-4210-400-120	Part-Time/Temp Empl-S&W	\$ -	-	-	28,000
100-4210-400-130	Overtime-S&W	\$ 73,861	120,000	90,000	65,000
100-4210-400-131	Overtime-DUI Grant Reim	\$ 30,600	19,000	19,000	40,000
100-4210-400-132	Overtime-HIDTA/DOJ Grant Reim	\$ 5,575	5,000	30,000	30,000
100-4210-400-133	Overtime-Training Reim	\$ -	-	-	-
100-4210-400-140	Overtime-SRO Reim	\$ 42	1,200	500	3,000
100-4210-400-210	Health Insurance	\$ 337,000	359,240	359,240	363,263
100-4210-400-211	Dental	\$ 18,418	19,412	19,412	21,241
100-4210-400-212	Vision	\$ 3,314	3,492	3,492	3,821
100-4210-400-213	Life	\$ 2,178	2,340	2,340	2,430
100-4210-400-214	HRA Health Reimb Acct	\$ 2,652	5,250	5,250	4,450
100-4210-400-215	HSA Health Savings Acct	\$ 40,000	33,000	50,000	42,000
100-4210-400-216	FPPA D&D	\$ 35,047	39,530	45,000	42,607
100-4210-400-220	FICA	\$ 15,066	21,977	21,977	33,918
100-4210-400-221	Medicare	\$ 24,551	25,610	25,828	28,526
100-4210-400-230	Retirement	\$ 185,437	194,336	194,336	205,025
100-4210-400-231	457 Retirement	\$ 10,273	10,441	10,441	36,933
100-4210-400-250	Unemployment Insurance	\$ 5,080	5,299	5,299	5,902
100-4210-400-260	Workers Comp Insurance	\$ 45,995	50,743	50,743	52,615
100-4210-400-261	Workers Comp Deductibles	\$ -	-	-	-
100-4210-400-320	Professional Services	\$ 51,734	70,500	70,500	126,812
100-4210-400-321	Prof. Serv. - Fixed	\$ -	-	-	-
100-4210-400-340	Postal Services	\$ 3,114	4,000	2,000	4,000
100-4210-400-430	Repair & Maint Services	\$ 2,359	2,500	2,800	3,200
100-4210-400-501	Other Purchased Services	\$ 10,000	11,000	11,000	10,000
100-4210-400-510	Dues/Memberships	\$ 9,201	5,000	5,000	7,500
100-4210-400-520	Insurance	\$ 3,279	2,400	3,600	-
100-4210-400-540	Advertising	\$ 2,457	2,750	2,750	2,750
100-4210-400-550	Printing/Binding	\$ 10,980	6,000	6,000	6,500
100-4210-400-580	Training & Meetings	\$ 19,565	37,840	37,840	49,000
100-4210-400-610	General Supplies	\$ 17,230	14,000	14,000	13,000
100-4210-400-611	Comm Yth Svs Prog Supplie	\$ 8,123	12,000	13,000	14,000
100-4210-400-615	Grant Funded Expenditures	\$ 20,497	6,000	500	19,000
100-4210-400-617	Uniforms/Clothing	\$ 13,155	15,000	15,000	18,000
100-4210-400-619	K-9 Grant Expenditures	\$ 4,240	5,000	13,500	10,000
100-4210-400-641	Minor Equipment	\$ 59,152	72,500	72,500	86,065
100-4210-400-642	Minor Equip. Fixed Essential	\$ -	-	-	-
100-4210-400-741	Equipment	\$ 118,953	-	-	-
100-4210-400-742	Vehicles/Leasing	\$ 152	19,000	2,500	31,000
100-4210-400-810	Fleet Maintenance Allocation	\$ 39,877	39,319	39,319	52,538
100-4210-400-820	I.T. Maintenance	\$ 202,804	231,828	231,828	224,622
100-4210-400-860	Fleet Debt Service Princ	\$ 78,625	55,775	73,775	59,560
Total Police Expenditures		\$ 3,162,453	3,309,513	3,331,501	3,713,581



Agenda Item #c.

Agenda Item Name:

Discuss City Hall Physical and Electronic Security Improvements- Change Order Request #1 (COR#1)
Plumbing Remodel

Presenter:

Item Description:

This proposal involves a necessary remodel of major plumbing related components including abandonment of some pipe and drains and replacement of failed cast iron drain and vent pipe, remodel and reconfiguration of all restrooms with new fixtures and finishes, relocation of breakroom, repurposing of former breakroom into a partitionable conference room(s), and purchase of Furniture, Fixtures, and Equipment, (FF&E) for restrooms, breakroom, and conference rooms, as well construction administration services with Phil Vaughan Construction Management, Inc.

Recommended Action:

Fiscal Impact:

This item will require approval of an expenditure of \$676,064.60

Operational Impact:

Demolition and construction during this project will affect staff and users of the building. During the restroom remodel, because of design configuration of the building, there will be a period where the only operational restrooms will be the lower level locker rooms. This will be temporarily inconvenient for staff and for Council and public during public meetings. Staff will plan to assist with signage and accommodations to lessen any confusion during those periods. As with Phase 2, construction noise will be heard and some spaces of the parking lot may be temporarily unavailable.

If approved, this project will likely extend completion to March, 2022 rather than January, 2022.

Prior Board Motions:

Phase 2, in progress now, was approve for construction at the June 2, 2021 City Council meeting.

Background Information:

Though restroom and plumbing work was a known need, it was not being considered during phase 1 and 2 design. Plumbing issues that occurred at City Hall during this time led to an investigation which revealed a number of issues with piping, drains, and fixtures. This discovery caused the team to advance this scope of

work to an earlier date in the project timeline.

Executive Summary:

Notification Requirements:

Prepared By:

Tom Whitmore, Parks & Recreation Director

Attachments:

1. 2021.09.02 City Hall Phase 2 Construction Expenditure-Plumbing Remodel Memo
2. RIFLE CITY HALL RENOVATIONS PHASE 2 - ASI02 Estimate R-1
3. 2021-09-02-Rev 1-City of Rifle-Rifle City Hall Ph 2-ASI 02-Phys and Security Upgrades-Master Project Budget
4. 2021-09-08-FINAL-Rifle City Hall Phase 2- ASI 02-FCI Constructors-GMP_PVCMI_Memo
5. 2021-09-02-Exhibit G-PVCMI-Proposal-Electronic-Physical Security-Rifle City Hall-Ph 2-ASI 02-1

Memo

To: City Manager, Honorable Mayor and Council

From: Tom Whitmore, Parks & Recreation/ Grounds and
Facilities Director

Date: September 2, 2021

Re: City Hall Phase 2 – Remodel-Change Order Request #1
(Plumbing Remodel)

As with the earlier Phase 2 initiation, there are a number of approvals required to move forward with the Plumbing Remodel—Change Order #1.

The expenditures are listed below. Members of the project team will be available to review the various elements of the project with City Council at the September 15th workshop and Council Meeting.

Staff recommends approval of the expenditures listed below. This work will be completed as a change order and included under the existing Phase 2, AIA Contract.

Staff requests authorizations for the City Manager to execute change orders within the approved project master budget. The City Manager would promptly report change orders to City Council. This process was approved with the initiation of Phase 2 and we request that it be extended to cover the added scope of work with the same stipulations.

If approved, the COR#1 detailed master budget would be merged with the existing master budget for Phase 2.

Approvals required are:

1. FCI Constructors, Inc.--Guaranteed Maximum Price and contract. \$520,163.00.

Phil Vaughan, President of Phil Vaughan Construction Management Inc., has completed a thorough review of FCI's proposal. Mr. Vaughan's recommendations are included in an attached memo. Mr. Vaughan will discuss details of FCI's Guaranteed Maximum Price Proposal.

2. Current Solutions, sole source contractor for the I.T. Department— \$7,500.00

I.T. wiring and Data drops-allowance.

3. Phil Vaughan Construction Management, Inc.
- Construction Administration Services-
PVCMI, Architect, Mechanical Engineer, Electrical Engineer \$16,244.00

Phil Vaughan, President of Phil Vaughan Construction Management Inc., has submitted a proposal for Construction Administration services for Rifle City Hall Phase 2 – Physical and Electronic Security Improvements. Phil Vaughan Construction Management has been instrumental in advancing this project through design and Phase 1 construction and initiation of Phase 2 construction.

4. COR#1 Master Project Budget including Furniture, Fixtures, & Equipment, and Soft Costs and Contingencies of \$132,157.60

Total \$676,064.60.

Respective proposals and agreements are attached.

Phase 2 project approval was on June 2, 2021 in the amount of \$1,090,000.00. With approval of this COR the revised contract amount would be \$1,766,064.60.

With the addition of this scope of work, construction is expected to be complete in March of 2022.

Thank you,

Tom

PROJECT:

RIFLE CITY HALL RENOVATIONS - PHASE 2
ASI-02
RIFLE, CO

PREPARED FOR:
CITY OF RIFLE
RIFLE, CO

ASI-02 Estimate

August 25, 2021

PREPARED BY: **FCI CONSTRUCTORS, INC.**



Date:

August 25, 2021

Project:

RIFLE CITY HALL RENOVATIONS - PHASE 2

RIFLE, CO

ASI-02 Estimate

DESCRIPTION	GMP ESTIMATE	
	TOTAL COST	NOTES
010000 GENERAL CONDITIONS	\$ 43,762	
020000 EXISTING CONDITIONS	\$ 23,835	
030000 CONCRETE	\$ 15,045	
040000 MASONRY	\$ -	N/A - EXCLUDED
050000 METALS	\$ 700	
060000 WOOD & PLASTICS	\$ 21,075	
070000 THERMAL & MOISTURE PROTECTION	\$ 1,850	
080000 DOORS & WINDOWS	\$ 15,987	
090000 FINISHES	\$ 117,490	
100000 SPECIALTIES	\$ 38,229	
110000 EQUIPMENT	\$ 4,700	
120000 FURNISHINGS	\$ -	N/A - EXCLUDED
130000 SPECIAL CONSTRUCTION	\$ -	N/A - EXCLUDED
140000 CONVEYING SYSTEMS	\$ -	N/A - EXCLUDED
210000 FIRE PROTECTION	\$ 3,500	
220000 PLUMBING	\$ 149,514	
230000 HVAC	\$ 8,485	
260000 ELECTRICAL	\$ 20,659	
27/280000 SPECIAL SYSTEMS	\$ -	N/A - EXCLUDED
310000 SITEWORK - BUILDING	\$ -	N/A - EXCLUDED
310000 SITE WORK	\$ -	N/A - EXCLUDED
320000 EXTERIOR IMPROVEMENTS	\$ -	N/A - EXCLUDED
330000 UTILITIES	\$ -	N/A - EXCLUDED
SUBTOTAL - DIRECT COST	\$ 464,831	
CONTINGENCY - CONSTRUCTION	\$ 13,945	3.00%
BUILDERS RISK INSURANCE	\$ 133	
GENERAL LIABILITY INSURANCE	\$ 3,788	0.75%
PROPERTY SURVEY	\$ -	N/A - EXCLUDED
SOILS INVESTIGATION/GEOTECHNICAL ENGINEERING	\$ -	N/A - EXCLUDED
MATERIALS TESTING / INSPECTION	\$ -	N/A - EXCLUDED
PLANNING APPLICATIONS/PERMIT/PLAN REVIEW FEES	\$ -	BY OWNER
BUILDING PERMIT	\$ -	BY OWNER
UTILITY TAP FEES	\$ -	BY OWNER
ARCHITECTURAL DESIGN & ENGINEERING (C/S/M&E)	\$ -	BY OWNER
OWNER CONTINGENCY	\$ -	BY OWNER
CM/GC PAYMENT/PERFORMANCE BOND	\$ 3,437	
CM/GC OVERHEAD & CONSTRUCTION PHASE FEE	\$ 34,029	7.00%
TOTAL ESTIMATED CONSTRUCTION COST	\$ 520,163	

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
20000 EXISTING CONDITIONS						
024119 SELECTIVE DEMOLITION						
DEMO SCOPE PER PLANS	579 Construction	LS	1.00	\$ 9,250.00	LS \$	9,250
REMOVE EXISTING DOOR FRAMES		LS	-	\$ -	LS	INCLUDED
REMOVE EXISTING DOORS & HARDWARE		LS	-	\$ -	LS	INCLUDED
REMOVE GYP PARTITION WALL		LS	-	\$ -	LS	INCLUDED
REMOVE CASEWORK		LS	1.00	\$ 1,500.00	LS \$	1,500
REMOVE LAY IN CEILING		LS	-	\$ -	LS	INCLUDED
REMOVE INTERIOR FLOOR FINISHES		SQ Ft	1,000.00	\$ 1.50	SQ Ft \$	1,500
REMOVE BASE		LFT	250.00	\$ 0.50	LFT \$	125
SAW CUT & REMOVE CONCRETE SLAB LOWER BATHROOM		SQ FT	1,383.00	\$ -	LS \$	8,000
MISCELLANEOUS REMOVALS		HRS	8.00	\$ 57.50	HRS \$	460
TEMPORARY PROTECTION OF EXISTING FINISHES TO REMAIN		LS	1.00	\$ 1,000.00	LS \$	1,000
DUMPSTERS		PULLS	4.00	\$ 500.00	PULLS \$	2,000
SUBTOTAL- SELECTIVE DEMOLITION					\$	23,835
20000 EXISTING CONDITIONS - TOTALS					\$	23,835

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL			TOTAL
030000 CONCRETE							
033200 CAST-IN-PLACE CONCRETE							
INTERIOR CONCRETE	RODCO CONCRETE						
LOWER LEVEL FLOOR POUR BACK	6" THICK	SQ FT	1,394.00	\$	- LS	\$	14,115
TRENCH POURBACK	6" THICK	SQ FT		\$	- SQ FT		INCLUDED
PATCH EXISTING PENETRATIONS		EA	-	\$	- EA	\$	-
WELDED BARS- TO POUR STOP- #4 X 2'6" L	N/A-EXCLUDED	EA	-	\$	- EA	\$	-
EDGE FORMS- 8"	N/A-EXCLUDED	LF	-	\$	- LF	\$	-
PERIMETER JOINT FILLER - 4" X 1/2"		LF	-	\$	- LF	\$	-
TROWEL FINISH TOPPING SLABS		SF	-	\$	- SF	\$	-
CURE & PROTECT TOPPING SLABS		SF	-	\$	- SF	\$	-
SUBTOTAL- SLAB POUR BACK						\$	14,115
CONCRETE PUMPING / HOISTING							
CONCRETE PUMP		DYS	-	\$	- DYS		INCLUDED
LAYOUT/COORDINATION		HRS	4.00	\$	61.00 HRS	\$	244
CLEANUP		HRS	4.00	\$	46.50 HRS	\$	186
CONCRETE WASHOUT		EA	1.00	\$	500.00 EA	\$	500
SUBTOTAL- CONCRETE PUMPING/HOISTING						\$	930
SUBTOTAL- CAST-IN-PLACE CONCRETE						\$	15,045
030000 CONCRETE - TOTALS						\$	15,045

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL				TOTAL
050000 METALS								
053000 METAL DECKING		WESTERN PRECISION						
FLOOR DECK - 1.0 G 24	PATCH MATERIALS	EA	10.00	\$	40.00	EA	\$	400
INSTALLATION OF PATCH MATERIAL		EA	10.00	\$	30.00	EA	\$	300
SUBTOTAL- METAL DECKING							\$	700
050000 METALS - TOTALS							\$	700

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL
060000 WOOD & PLASTICS						
061100 ROUGH CARPENTRY						
BACKING INSTALLATION		LS	1.00	\$	3,540.00	LS \$ 3,540
SUPPORT FRAMING FOR PARTITION WALL		LS	1.00	\$	5,000.00	LS \$ 5,000
INTERIOR WALL STRAPPING/BLOCKING- @						
MILLWORK/CASEWORK/ACCESSORIES		LF	-	\$	-	LF INCLUDED
ADD FOR FSC CERTIFIED LUMBER	N/A - EXCLUDED	LS	-	\$	-	LS \$ -
LAYOUT/COORDINATION		HRS	6.00	\$	61.00	HRS \$ 366
SUBTOTAL- ROUGH CARPENTRY					\$	8,906
064200 MILLWORK						
BREAKROOM CASEWORK	OSBURN	LS	1.00	\$	11,925.00	LS \$ 11,925
COUNTERTOPS- SOLID SURFACE		LF	-	\$	-	LF INCLUDED
WALL CABINETS - P LAM		EA	8.00	\$	-	EA INCLUDED
BASE CABINETS - P LAM		EA	11.00	\$	-	EA INCLUDED
LAYOUT / COORDINATION		HRS	4.00	\$	61.00	HRS \$ 244
SUBTOTAL- MILLWORK					\$	12,169
060000 WOOD & PLASTICS - TOTALS					\$	21,075

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
070000 THERMAL & MOISTURE PROTECTION						
070210 BUILDING INSULATION						
ACOUSTIC INSULATION TO WALLS	ALLOWANCE	LS	1.00	\$ 1,000.00	LS \$	1,000
FIRE STOPPING/FIRE SAFING	N/A - EXCLUDED	LS	-	\$ -	LS \$	-
SPRAY-APPLIED INSULATION- CLOSED CELL- R13 (2.0" TH)	N/A - EXCLUDED	SF	-	\$ -	SF \$	-
R19 BATT INSULATION TO EXTERIOR WALLS- W/ VAPOR BARRIER	N/A - EXCLUDED	SF	-	\$ -	SF \$	-
SUBTOTAL- BUILDING INSULATION					\$	1,000
079100 CAULKING & SEALANTS						
CAULKING		LS	1.00	\$ 850.00	LS \$	850
SUBTOTAL- CAULKING & SEALANTS					\$	850
070000 THERMAL & MOISTURE PROTECTION - TOTALS					\$	1,850

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
080000 DOORS & WINDOWS						
081140 METAL DOORS & FRAMES						
DOORS, FRAMES, & HARDWARE	MCKINNEY	EA	-	\$	-	EA \$ 13,915
HM DOOR FRAMES- 3' X 7' -16 GA -WELDED CORNERS		EA	13.00	\$	-	EA INCLUDED
HM DOORS-3' X 7'0"-16 GA/GALVANIZED-FLUSH		EA	13.00	\$	-	EA INCLUDED
INSTALL DOORS & HARDWARE		EA	13.00	\$	150.00	EA \$ 1,950
LAYOUT/COORDINATION		HRS	2.00	\$	61.00	HRS \$ 122
SUBTOTAL- HOLLOW METAL DOORS & FRAMES						\$ 15,987
087210 FINISH HARDWARE						
DOOR HARDWARE- DOOR LEAFS (LABOR W/ DOOR INSTALLATION)	MCKINNEY					
	HM DOORS	EA	-	\$	-	EA INCLUDED
AUTOMATIC DOOR OPERATORS	N/A - EXCLUDED	EA	-	\$	-	EA \$ -
KNOX BOX	N/A - EXCLUDED	EA	-	\$	-	EA \$ -
ACCESS CONTROL HARDWARE- CARD READERS	N/A - BY OWNER	EA	-	\$	-	EA \$ -
SUBTOTAL- FINISH HARDWARE						\$ -
088110 GLASS & GLAZING						
GLAZE INTERIOR HM DOORS	N/A	LS	-	\$	-	LS \$ -
GLAZE INTERIOR SCW DOORS	N/A	LS	-	\$	-	LS \$ -
SUBTOTAL- GLASS & GLAZING						\$ -
080000 DOORS & WINDOWS - TOTALS						\$ 15,987

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
090000 FINISHES				
092510 DRYWALL & METAL SUPPORT FRAMING	579 CONSTRUCTION			
INTERIOR PARTITIONS*****				
DRYWALL PTNS				
FRAMING & DRYWALL WORK	LS	1.00	\$ 55,100.00	55,100
ADD FOR IMPACT RESISTANT GYP BD-CORRIDORS	N/A-EXCLUDED	SF	- \$	-
ADD FOR LEVEL 5 FINISH ON EXPOSED SURFACES	N/A-EXCLUDED	SF	- \$	-
ADD TILE BACKER BOARD	N/A-EXCLUDED	SF	- \$	-
ENGINEERED SHOP DRAWINGS	N/A-EXCLUDED	LS	- \$	-
MISC DRYWALL PATCH	LS	-	-	INCLUDED
LAYOUT / COORDINATION	HRS	4.00	\$ 61.00	244
CLEANUP	HRS	4.00	\$ 46.50	186
DUMPSTERS	PULLS	1.00	\$ 500.00	500
TEMP HEAT - FINISHES	N/A-EXCLUDED	LS	- \$	-
SUBTOTAL- DRYWALL & METAL SUPPORT FRAMING			\$	56,030
093120 CERAMIC TILE				
TILE FLOOR AND WALL SCOPE	LS	1.00	\$ -	44,995
PORCELAIN/CERAMIC FLOOR TILE	SF	-	-	INCLUDED
SCHLUTER TRIM	LF	-	-	INCLUDED
PORC/CERAMIC WALL TILE	SF	-	-	INCLUDED
ADD FOR ANTI-FRACTURE MEMBRANE	SF	-	-	INCLUDED
ADD FOR EPOXY MORTAR & GROUT	N/A-EXCLUDED	SF	- \$	-
SUBTOTAL- CERAMIC TILE			\$	44,995
095110 ACOUSTICAL CEILINGS	579 CONSTRUCTION			
ACT CEILINGS-2' X 2'- EXPOSED TEE GRID- DIRECT HUNG FROM STRUCT.	LS	-	-	INCLUDED
SUBTOTAL- ACOUSTICAL CEILINGS			\$	-
096550 RESILIENT FLOOR & BASE	CARPETIME			
SHEET VINYL FLOORING	SF	405.00	\$ -	3,042
RH TESTING	EA	1.00	\$ 133.00	133
VCT FLOOR TILE	N/A - EXCLUDED	SF	- \$	-
LUXURY VINYL TILE	N/A - EXCLUDED	SF	- \$	-
FLOOR PREP- ALLOW 25%	SF	405.00	\$ 0.77	312
SUBTOTAL- RESILIENT FLOORING			\$	3,487
096815 CARPET	CARPETIME			
CARPETING- 2' X 2' TILES- DIRECT GLUEDOWN-	SF	936.00	\$ -	3,790
SUBTOTAL- CARPET			\$	3,790
099010 PAINTING & WALLCOVERING	XL PAINTING			
PAINT DRYWALL PTNS- LATEX-SINGLE COLOR	LS	1.00	\$ -	8,188
PAINT DRYWALL PTNS- EPOXY	SF	-	-	INCLUDED
CONCRETE FLOOR SEALER- CLEAR	SF	-	-	INCLUDED
PAINT DRYWALL CEILINGS - LATEX-SINGLE COLOR	LS	-	-	INCLUDED
PAINT DRYWALL CEILINGS FASCIAS/CEILING	LS	-	-	INCLUDED
BULKHEADS- LATEX-SINGLE COLOR	LS	-	-	INCLUDED
PAINT HM DOOR FRAMES	EA	-	-	INCLUDED
PAINT HM BORROW LIGHT FRAMES	N/A-EXCLUDED	EA	- \$	-
PAINT HM DOORS	EA	-	-	INCLUDED
TOUCH UP PAINTING	LS	1.00	\$ -	1,000
SUBTOTAL- PAINTING & WALLCOVERING			\$	9,188
090000 FINISHES - TOTALS			\$	117,490

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
106510 OPERABLE PARTITIONS						
OPERABLE FOLDING WALL- 8' HIGH-VINYL FACED	ALLOWANCE	LS	1.00	\$	-	LS \$ 20,000
SUBTOTAL- OPERABLE PARTITIONS					\$	20,000
104010 IDENTIFYING DEVICES (SIGNAGE)						
INTERIOR ROOM SIGNS		EA	13.00	\$	200.00	EA \$ 2,600
BUILDING DEDICATION PLAQUE	N/A-EXCLUDED	EA	-	\$	-	EA \$ -
LETTERING/LOGOS- BUILDING MOUNTED	N/A-EXCLUDED	EA	-	\$	-	EA \$ -
SUBTOTAL- INDENTIFYING DEVICES					\$	2,600
105220 FIRE EXTINGUISHERS & CABS						
FIRE EXTINGUISHERS	N/A-EXCLUDED	EA	-	\$	-	EA \$ -
FIRE EXTINGUISHER CABINETS- PTD STEEL CABINET, DOOR & TRIM	N/A-EXCLUDED	EA	-	\$	-	EA \$ -
SUBTOTAL- FIRE EXTINGUISHERS & CABINETS					\$	-
108010 TOILET ROOM ACCESSORIES						
TOILET PAPER HOLDER		EA	8.00	\$	-	EA \$ 15,629
HANDICAP GRAB BARS- SS 18/24/30/36/42"		EA	8.00	\$	-	EA INCLUDED
LIQUID SOAP DIPSENER		EA	8.00	\$	-	EA INCLUDED
PAPER TOWEL DISPENSER/WASTE RECPT		EA	8.00	\$	-	EA INCLUDED
FRAMED MIRROR-24" X 36"		EA	2.00	\$	-	EA INCLUDED
FRAMED MIRROR-24" X 36" BACKLIT		EA	6.00	\$	-	EA INCLUDED
FOLDING SHOWER SEAT		EA	1.00	\$	-	EA INCLUDED
SANITARY NAPKIN DISPOSAL		EA	8.00	\$	-	EA INCLUDED
DIAPER CHANGING STATION		EA	5.00	\$	-	EA INCLUDED
HOOK, DOUBLE ROBE		EA	9.00	\$	-	EA INCLUDED
SHELF 24" LENGTH		EA	7.00	\$	-	EA INCLUDED
TOWEL SHELF WITH BAR		EA	1.00	\$	-	EA INCLUDED
SHELF, 3 MOP HOLDER, 4 RAG HOOKS, 34" LENGTH					EA	1.00 \$ - EA INCLUDED
SHARP/NEEDLE DISPOSAL, SURFACE MOUNT					EA	8.00 \$ - EA INCLUDED
SUBTOTAL- TOILET ROOM ACCESSORIES					\$	15,629
100000 SPECIALTIES - TOTALS					\$	38,229

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021

ASI-02 Estimate

SF #REF!

DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL	
114550 RESIDENTIAL APPLIANCES								
REFRIGERATOR			EA	1.00	\$	3,000.00	EA	\$ 3,000
RANGE			EA	1.00	\$	1,000.00	EA	\$ 1,000
MICROWAVE OVEN			EA	1.00	\$	700.00	EA	\$ 700
SUBTOTAL- RESIDENTIAL APPLIANCES							\$	4,700
110000 EQUIPMENT - TOTALS							\$	4,700

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

SF 8,640

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL	
210000 FIRE SUPPRESSION SYSTEMS							
215300 FIRE PROTECTION WORK							
FIRE SPRINKLER HEAD RELOCATIONS - WET PIPE SYSTEM	ALLOWANCE	LS	1.00	\$	-	LS	\$
CLEAN AGENT FIRE SUPPRESSION SYSTEM	N/A - EXCLUDED	LS	-	\$	-	LS	\$
BOOSTER PUMP	N/A - EXCLUDED	LS	-	\$	-	LS	\$
JOCKEY PUMP	N/A - EXCLUDED	LS	-	\$	-	LS	\$
SUBTOTAL- FIRE PROTECTION WORK							\$
210000 FIRE SUPPRESSION SYSTEMS - TOTALS							\$

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL	
22/230000 MECHANICAL							
224100 PLUMBING	COMFORT AIR						
PLUMBING WORK		LS	1.00	\$	-	LS	\$ 148,654
LAYOUT/COORDINATION		HRS	8.00	\$	61.00	HRS	\$ 488
CLEANUP		HRS	8.00	\$	46.50	HRS	\$ 372
SUBTOTAL- PLUMBING						\$	149,514
230000 HVAC	COMFORT AIR						
HVAC WORK		LS	1.00	\$	-	LS	\$ 8,270
SHEET METAL- SUPPLY/RETURN/EXHAUST		LS	-	\$	-	LS	INCLUDED
GRILLES/REGISTERS/DIFFUSERS		LS	-	\$	-	LS	INCLUDED
LAYOUT/COORDINATION		HRS	2.00	\$	61.00	HRS	\$ 122
CLEANUP		HRS	2.00	\$	46.50	HRS	\$ 93
SUBTOTAL- HVAC						\$	8,485
22/230000 MECHANICAL - TOTALS						\$	157,999

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
260000 ELECTRICAL						
261100 ELECTRICAL WORK	EC ELECTRIC					
ELECTRICAL WORK		LS	1.00	\$ -	LS	\$ 20,444
TEMP LIGHT & POWER		LS	-	\$ -	LS	INCLUDED
LIGHTING		LS	-	\$ -	LS	INCLUDED
TRIM OUT/FINAL CONNECTIONS		LS	-	\$ -	LS	INCLUDED
STATE ELECTRICAL PERMIT		LS	-	\$ -	LS	INCLUDED
LAYOUT/COORDINATION		HRS	2.00	\$ 61.00	HRS	\$ 122
CLEANUP		HRS	2.00	\$ 46.50	HRS	\$ 93
SUBTOTAL- ELECTRICAL						\$ 20,659
260000 ELECTRICAL - TOTALS						\$ 20,659



City of Rifle- Rifle City Hall Security Upgrades- Master Project Budget- Phase 2- ASI 02

Date: 9/2/2021

PROJECT COSTS:

Notes:

		Value	
Rehabilitation			
Phase 2	FCI Constructors, Inc. ASI-02 GMP Estimate dated 8/25/21	520,163.00	
Phase 2	Current Solutions	7,500.00	
	Owner Hard Cost Contingency	\$105,532.60	City of Rifle- 20% contingency
	Furniture, Fixtures, & Equipment	\$ 25,000.00	
	Building Permits/ Plan Review Fee	0.00	City of Rifle
	Subtotal	\$658,195.60	
Professional Fees			
Phase 2- Construction Manager as Adviser			
	Architect, Mechanical Engineer, Electrical Engineer Construction Administration	16,244.00	
	Construction Accounting	0.00	
	Other (Specify)		
	Other (Specify)		
	Other (Specify)		
	Subtotal	\$16,244.00	
Construction Interim Costs			
	Hazard & Liability Insurance	0.00	
	Builder's Risk Insurance	0.00	
	Perform. & Pymt Bonds	0.00	
	Construction Interest	0.00	
	Constr. Origination Fees	0.00	
	Tap Fees (Water/Sewer)	0.00	
	Impact fees	0.00	
	Materials Testing- CTL Thompson	0.00	City of Rifle
	Power and Telecom Provider fees	0.00	
	3rd Party/Bank Inspections/Admin		
	Title & Recording		
	Construction Lender Legal Fees		
	Natural Gas and Telecommunications relocation costs	0.00	
	Other (Specify)		
	Other (Specify)		
	Subtotal	\$0.00	
Permanent Financing			
	Bond Premium		
	Bond Issue 30-day lag reserve		
	Bond Cost of Issuance		
	Discount Points		
	Perm Loan Origination	0.00	
	Title & Recording		
	Legal Fees		
	Prepaid MIP		
	Forward Rate Lock		
	Conversion Fee		
	Other (Specify)		
	Other (Specify)		
	Other (Specify)		
	Subtotal	\$0.00	
Soft Costs			
	Geotechnical/Soils Study	0.00	
	Environmental Study (Phase 1, Phase 2, Lead, Asbestos, etc.)		
	Other Studies (traffic, wetlands, etc.)		
	Green Certification Fees (LEED Certification, etc.)		
	Relocation		
	Soft Cost/Professional Fees Contingency	1,625.00	City of Rifle- 10% contingency
	Other (Specify)		
	Other (Specify)		
	Other (Specify)		
	Subtotal	\$1,625.00	
TOTAL PROJECT COSTS:		\$676,064.60	
Add Alternates Chosen for inclusion in the project		Amount	Total with 5% Contingency
1		\$0.00	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
Total Add Alternates included in the project			\$0.00
TOTAL PROJECT COSTS WITH ADD ALTERNATES CHOSEN FOR INCLUSION		\$676,064.60	



September 8, 2021

Mr. Tom Whitmore
City of Rifle Parks and Recreation Director
3100 Doaks Lane
Rifle, CO 81650
Sent via email: twhitmore@rifleco.org

Dear Mr. Whitmore,

We are in receipt of the FCI Constructors, Inc. Guaranteed Maximum Price proposal dated August 25, 2021 for the Rifle City Hall Phase 2 Physical and Electronic Security Improvements project- ASI 02.

This work includes the renovation of all restrooms in Rifle City Hall and replacement of all failing cast iron drain piping in the restrooms and below grade on the lower floor. During this renovation work, we also plan to reconfigure the lower floor as depicted on the project drawings and construct 2 conference rooms with an acoustical folding partition.

I have reviewed the document in depth and the entire project team met on August 26, 2021 and September 1, 2021 and reviewed each line item.

Please find attached the September 2, 2021 version of the Project Master Budget.

I recommend and have included the following:

- a. Hard Cost Contingencies of 20% to account for current market volatility and hidden conditions.
- b. Soft Cost Contingencies of 10% to account for any revisions necessitated by market volatility or hidden conditions.

Please consider this letter a recommendation to the Rifle City Council for the following actions:

1. Approve the Total Project Cost of \$676,064.60.

2. Approve the FCI Constructors, Inc. Guaranteed Maximum Price Proposal dated 8/25/21 and execute a change order in the amount of \$520,163.00.
3. Authorize the City Manager to execute change orders within the Total Project Cost of \$676,064.60.

I will coordinate with you and Jim Neu, Esq. for your review and approval of the change order with FCI Constructors, Inc.

As discussed during our weekly project meetings, we are in the process of designing the installation of a new sanitary sewer outlet from Rifle City Hall into the alley North of Rifle City Hall. During our investigation, we have determined that this sanitary sewer line service also requires replacement.

I will review any change order requests and will provide a recommendation to both you and the City Manager for your consideration.

This process will allow for us to react quickly to any unforeseen condition and address change order requests in a timely manner. Addressing these items in a timely manner ultimately saves the City of Rifle both time and money. Unforeseen conditions frequently impact the critical path schedule of a project. If decisions regarding change order requests are delayed, this can have the effect of the CM/GC charging for general conditions and personnel during the course of awaiting decisions from the Client.

Authorization by the Rifle City Council of the CM/GC contract and the approval of the Total Project Cost will allow us to move forward with the project and to start the preparation and approval of shop drawings and order materials. These actions are crucial to ensuring that we can maintain the Total Project Cost.

Please contact me with any questions.

Sincerely,



Philip B. Vaughan
President
Phil Vaughan Construction Management, Inc.
970-625-5350
Email: phil@pvcmi.com
Website: www.pvcmi.com

Attachment:
9/2/21 Master Project Budget

END OF REPORT

EXHIBIT G



September 2, 2021

Mr. Tom Whitmore
City of Rifle, Colorado
202 Railroad Ave.
Rifle, CO 81650

Dear Mr. Whitmore,

Please find below estimated construction administration services for the Rifle City Hall Phase 2 Physical and Electronic Security Improvements ASI-02.

The FCI Constructors, Inc. schedule for ASI-02 extends the project completion date from 1/30/22 to 3/1/22, an increase of 5 weeks.

This time extension will require additional construction administration.

During work being conducted on-site, daily coordination with the City of Rifle and the Design team. Observation of construction activities as needed to ensure basic compliance with specification and quality practices. Review of materials testing reports. Review of approved submittals to determine conformance with the approved Contract Documents. Preparation of site observation reports. Attend and chair weekly project meetings. Prepare and issue an agenda and meeting minutes to the Project Team.

Project extended duration: 1/30/22 to 3/1/22 prox. 5 weeks. 5 weeks x 20 hours per week= 100 hours.

Estimated hours: 100 @\$125/hr.= \$12,500.00

Please find attached our fee schedule. Our fee schedule for the City of Rifle remains the same with no increases. Phil Vaughan, the President of Phil Vaughan Construction Management, Inc. will be involved during the entirety of the project.

The City of Rifle will receive the services of the principal of the company directly.

Jeff Johnson Architectural, P.C.

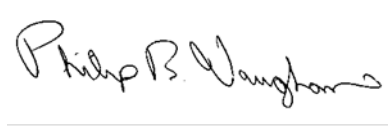
Please see the attached 8/25/21 Agreement for Architectural Services

\$3,724.00

Total Estimated Services for Construction Administration: \$16,244.00

Please contact me with any further questions.

Sincerely,



Philip B. Vaughan
President
Phil Vaughan Construction Management, Inc.
970-625-5350

Approval

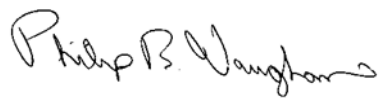
Exhibit G is attached to the Agreement for Professional Services dated November 7, 2017. Addendums and Attachments to this agreement are allowed as per Paragraph 16 of the agreement.

IN WITNESS WHEREOF, the parties have executed Exhibit G as of September , 2021.

CITY OF RIFLE, COLORADO

By: Tommy Klein, Acting City Manager

PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC.:

A handwritten signature in black ink, reading "Philip B. Vaughan", enclosed within a thin black rectangular border.

By: Philip B. Vaughan, President

Phil Vaughan Construction Management, Inc.
Fee Schedule
2021-2022

Developer Consulting/Owner's Representation

Consulting	\$125.00/hour
Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Travel	\$125.00/hour + .75 mile
Out-of-pocket expenses	Cost of expense plus 15%

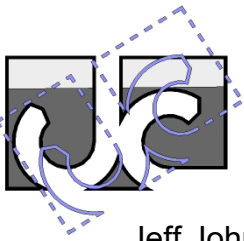
Miscellaneous Charges

Photocopies 8.5x11	\$0.35/each
Photocopies 11x17	\$0.55/each
Blackline/Blueline Prints	\$3.50/each 36"x48"
Color Wide Format	\$22.00/each
Presentation Binding	Cost of expense plus 15%
*15% is added to the cost of all Miscellaneous Charges	

Direct Project Expenses

Professional Consultants	Cost of expense plus 15%
Out-of-town living expenses	
Including airfare, lodging, meals	
Etc.	Cost of expense plus 15%
Postage, delivery charges	Cost of expense plus 15%

Agreement for Architectural Services



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

This Agreement is made effective as of Wednesday, August 25, 2021

by and between Client,

City of Rifle
Phil Vaughan, PVCMI Inc.
acting as Owner Rep
970-625-5350
phil@pvcmi.com

and

Jeff Johnson Architectural, PC
136 East Third Street, Ste B
Rifle, Colorado 81650

In this Agreement, the party who is contracting to receive services shall be referred to as "Owner", and the party who will be providing the services shall be referred to as "Jeff Johnson Architectural PC."

Jeff Johnson Architectural PC has a background in Architectural Services and is willing to provide services to Owner based on this background. Owner desires to have services provided by Jeff Johnson Architectural PC. Therefore, the parties agree as follows:

DESCRIPTION OF SERVICES:

Jeff Johnson Architectural PC will provide the following architectural services, (collectively, the "Services"), as described:

Rifle City Hall – Additional Construction Administration-ASI-2:

This proposal addresses additional Construction Administration related to plumbing improvements at Rifle City Hall outlined in Architect Supplemental Instruction 002.

Based on included FCI proposed master schedule dated 08-17-21, a revised finish date of March 1, 2022.

The Design team will provide Construction Administration services for an additional 5 weeks.

Construction Administration services duties shall include:

General Administration duties (Contractual obligations of design team during construction administration including submittal and payment review, response to requests for information, preparation of owner-directed change orders, etc.):

OAC meetings:

1. Architect to attend weekly meetings on-site whenever possible.
2. Electrical/Mechanical Engineer will attend OAC meetings by teleconference as required.

Site Visits during construction:

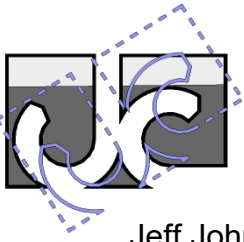
1. Architect shall perform site visits on a weekly basis on or within a few days after each weekly meeting.
2. Electrical/Mechanical Engineer shall perform site visits as needed.

SCHEDULE:

Jeff Johnson Architectural PC estimates services to align with included FCI proposed master schedule dated 08-17-21.

PAYMENT:

Jeff Johnson Architectural PC agrees to perform the services, as described above, based on the **Not to Exceed Sum of \$3,724** (three thousand seven hundred twenty-four dollars).



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

Agreement for Architectural Services

Discipline Breakout:

General Administration:

- | | |
|--|---------|
| 1. Architectural commitment | \$ 625 |
| a. 5 weeks x 1.25 hours per week x \$100 | |
| 2. Engineer commitment | \$1,313 |
| a. 5 weeks x 2.5 hours per week x \$105 | |

OAC meetings:

- | | |
|---------------------------------------|--------|
| 1. Architect: | \$ 500 |
| 2. Electrical/Mechanical Engineer: | \$ 265 |
| a. Bi-weekly meetings, one consultant | |

Site Visits during construction:

- | | |
|--|--------|
| 1. Architect: | \$ 500 |
| 2. Electrical/Mechanical Engineer: | |
| a. 1 site visit, one consultant, \$520.78 lump sum | \$ 521 |

Total: \$ 3,724 (Not to Exceed)

TERM/TERMINATION:

The proposed service fee within this Agreement is valid for 15 days. This Agreement shall terminate automatically upon completion by Jeff Johnson Architectural PC of the Services required by this Agreement. This agreement may also be terminated by the Owner, or the Architect, should the other fail to perform its obligation hereunder. In the event of termination or suspension, the Client shall pay Jeff Johnson Architectural PC for all design services rendered to the date of the termination along with all reimbursable expenses.

NOTICES:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Owner: Phil Vaughan, PVCM Inc.
acting as Owner Rep
970-625-5350
phil@pvcmi.com

IF for Architect: Jeff Johnson Architectural, PC
136 East Third Street, Ste. B
Rifle, Colorado 81650

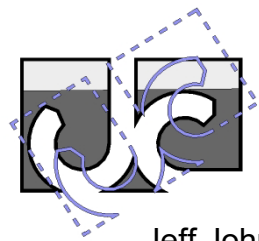
Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT:

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

Agreement for Architectural Services

SEVERABILITY:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CORPORATE PROTECTION:

It is intended by the parties to this Agreement that the services performed in connection with this project shall not subject Jeff Johnson Architectural PC's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and not withstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Jeff Johnson Architectural PC, a Colorado corporation, and not against any of Jeff Johnson Architectural PC's individual employees, officers or directors.

ACCEPTANCE OF AGREEMENT FOR ARCHITECTURAL SERVICES:

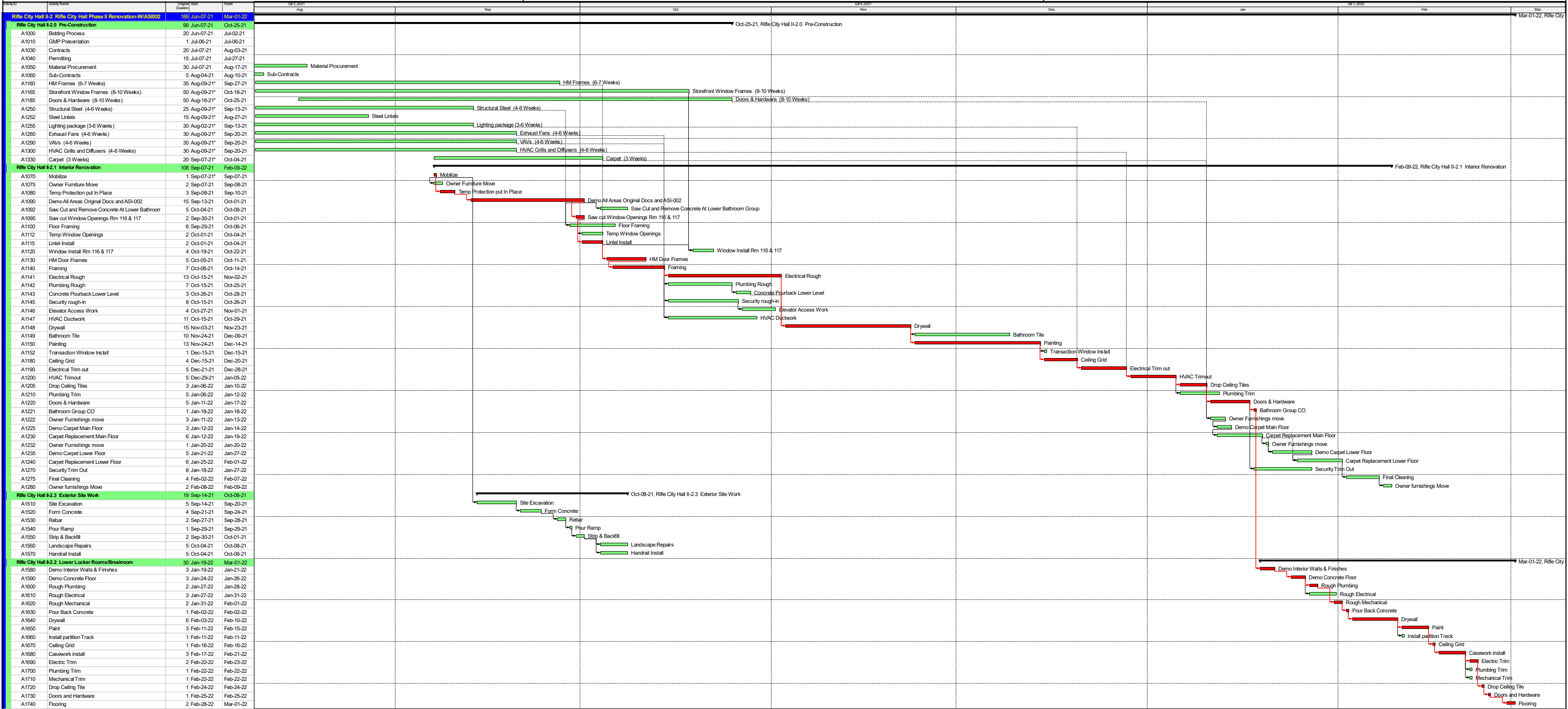
We have read, understand, and accept the Agreement for Architectural Services, as described herein.

Rifle City Hall – Additional Construction Administration-ASI-2:

By: _____ Date: _____
Phil Vaughan, PVCM Inc.

Party providing services:

By: _____ Date: _____
Jeff Johnson
Jeff Johnson Architectural, PC



Actual Work Critical Remaining Work Summary
Remaining Work Milestone

AGREEMENT FOR PROFESSIONAL SERVICES

~~November~~ THIS AGREEMENT ("Agreement") is made and entered into effective this ^{7th}~~29~~ day of ~~October~~, 2017 by and between the CITY OF RIFLE, COLORADO, a home rule municipality (the "City"), and PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC., a Colorado corporation ("Contractor").

WHEREAS, the City desires that Contractor perform Owner's Representative services as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A**; 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, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, and as further specified in Exhibit A, attached hereto and incorporated herein by reference ("Services"), 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. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. The City agrees to pay Contractor for services rendered on an hourly basis as per the attached Phil Vaughan Construction Management, Inc. Fee Schedule as adjusted to reflect the deletion by the City of any of the Services set forth in Exhibit A and subject to annual appropriations pursuant to the City of Rifle Municipal Code and Article X, Section 20 of the Colorado Constitution. 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 construction of the Rifle City Hall/Affordable Housing project is complete, or until the City decides at their discretion to end the agreement and notifies the Contractor in writing of such decision, subject to annual appropriations.

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 City acknowledges the Contractor's

work product, including electronic files, as instruments of professional service. Nevertheless, 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. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall

invalidate the policies.

- (ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.

d. Workers' Compensation and Other 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.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's opinion, such variations do not substantially affect the City's interests.

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 effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least twenty (20) 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 effect 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.

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: Philip B. Vaughan
1038 County Rd. 323
Rifle, Colorado 81650

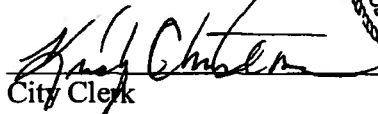
25. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

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

ATTEST:


City Clerk



By: _____

City Manager

PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC.:

By: 
Philip B. Vaughan, President

EXHIBIT A



October 13, 2017

Mr. Nathan Lindquist
City of Rifle, Colorado
202 Railroad Ave.
Rifle, CO 81650

Dear Mr. Lindquist,

Thank you for the opportunity to meet with you regarding the Rifle City Hall/Affordable Housing project.

As per our meeting, please find below details for Developer Consulting/Owner's Representative services that we are able to provide for the Rifle City Hall/Affordable Housing project.

- A. Meetings and coordination with Project Stakeholders including the City of Rifle, City of Rifle Housing Authority, Medici Communities, Colorado Division of Housing and Colorado Housing and Finance Authority and other yet to be determined groups or governmental agencies.
- B. Preparation of goal setting session/s with the Project Stakeholders.
- C. Prepare a master project schedule, with specific action and work product items, to guide the course of the project.
- D. Review and assess draft floor plans and designs prepared by Medici Communities for the Rifle City Hall.
- E. Review and assess draft floor plans and designs prepared by Medici Communities for the affordable housing component of the project.
- F. Evaluate construction costs prepared by Medici Communities for the Rifle City Hall and affordable housing portions of the project.

- G. Provide guidance regarding alternatives to the Rifle City Hall/Affordable housing single structure.
- H. Review and evaluate the financial details of the project including Low Income Housing Tax Credit, Bridge Funding and other sources as needed.
- I. Review and evaluate the application materials prepared by Medici Communities for submittal to the Colorado Housing and Finance Authority- Low Income Housing Tax Credit process.
- J. Review and evaluate construction drawings, specifications and contract documents at the schematic design, design development and construction document stages.
- K. Provide Owner's Representative Services during the course of final project design, construction, commissioning and warranty period.
- L. Provide technical assistance and services as requested by the City of Rifle

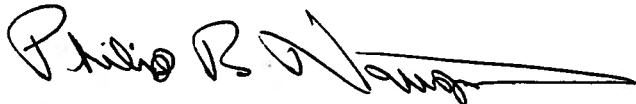
A resume for Philip Vaughan and a Statement of Qualifications for PVCMI is also attached.

Additionally included is our fee schedule. We have reviewed our project schedules and, if chosen, Phil Vaughan, the President of Phil Vaughan Construction Management, Inc. will be involved during the entirety of the project. The City of Rifle will receive the services of the principal of the company directly.

We feel strongly that Phil Vaughan Construction Management, Inc. is a local firm that can offer the experience, professionalism and past track record that will result in a successful project for the City of Rifle.

Please contact me with any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip B. Vaughan", with a long horizontal flourish extending to the right.

Philip B. Vaughan
President
Phil Vaughan Construction Management, Inc.
970-625-5350

Phil Vaughan Construction Management, Inc.
Fee Schedule
2017-2018

Developer Consulting/Owner's Representation

Consulting	\$125.00/hour
Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Travel	\$125.00/hour + .75 mile
Out-of-pocket expenses	Cost of expense plus 15%

Miscellaneous Charges

Photocopies 8.5x11	\$0.35/each
Photocopies 11x17	\$0.55/each
Blackline/Blueline Prints	\$3.50/each 36"x48"
Color Wide Format	\$22.00/each
Presentation Binding	Cost of expense plus 15%
*15% is added to the cost of all Miscellaneous Charges	

Direct Project Expenses

Professional Consultants	Cost of expense plus 15%
Out-of-town living expenses Including airfare, lodging, meals Etc.	Cost of expense plus 15%
Postage, delivery charges	Cost of expense plus 15%

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

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the City with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the City.

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public

EXHIBIT C

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

Philip B. Vaughan, 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.

Philip B. Vaughan
Signature

11/7/17
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.a.

Agenda Item Name:

Consider Approval of the 2021-2023 City Strategic Plan

Presenter:

Tommy Klein, Chief of Police

Item Description:

Consider Approval of 2021-2023 City Strategic Plan

Recommended Action:

Move to approve the City of Rifle 2021-2023 Strategic Plan.

Fiscal Impact:

None

Operational Impact:

The plan will guide future operations of our organization.

Prior Board Motions:

None

Background Information:

Plan was reviewed in the workshop held September 1, 2021. Edits to the draft have been made and we are presenting the final document for your consideration.

Executive Summary:

Please see the memo.

Notification Requirements:

None

Prepared By:

Tommy Klein, Chief of Police

Attachments:

1. Final Strategic Plan Memo to Council
2. City of Rifle 2021-2023 Strategic Plan



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL
FROM: CHIEF TOMMY KLEIN
DATE: September 9, 2021
RE: 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 meeting.

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 2021-2023 version was shared with department heads and a few small adjustments were made. On September 1, 2021, the draft plan was presented to Council and based on feedback, we made minor edits. Before you today is the final version of the document and we are seeking your approval.

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 in 2022.

In March of 2022, staff will meet with the newly elected Council for strategic planning and we will revise the plan if necessary.



City of Rifle Strategic Plan (2021-2023)

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. • 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	
	7. Link budget to community needs and Strategic Plan	• On-going budget work • Quarterly evaluations of strategic plan accomplishments and changes • Create “Dashboard” of measurable andrelevant indices	
II. Core Services	1. Formalize infrastructure capital improvement and maintenance planning to understand optimal rate structures, future regulatory issues, andfunding needs	• Implement recommendations from Utility Master Plan/Rate Study to determine utility ratesand 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 increaseannually.

City of Rifle Strategic Plan (2021-2023)

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

	2. Implement priority infrastructure improvements	• Replace dewatering press at WW plant • Monitor and improve wastewater collection lines • Park n Ride land swap/CentennialParkway. • 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 informationfor 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 andpriorities over time
	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 andconstruction • 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, WhiteriverAve, Centennial Pkwy/Gateway.	

City of Rifle Strategic Plan (2021-2023)

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

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 #4.b.

Agenda Item Name:

Consider Liquor License Renewal for Lilly's Kitchen Corporation dba Lilly's Kitchen

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Lilly's Kitchen Corporation dba Lilly's Kitchen

Recommended Action:

I move to approve the Liquor License Renewal for Lilly's Kitchen Corporation dba Lilly's Kitchen

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Consider Liquor License Renewal for Lilly's Kitchen Corporation dba Lilly's Kitchen located at 232 West 3rd Street, Rifle, CO has submitted a Hotel and Restaurant Liquor License Renewal Application.

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

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Lilly's Kitchen Renewal_Redacted

RECEIVED

SEP 02 2021

City Clerk
City of Rifle**LILLY'S KITCHEN**
232 WEST 3RD STREET
Rifle CO 81650

Fees Due	
Renewal Fee	Waived due to 20B-001
Storage Permit \$100 X _____	\$
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	\$

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 LILLY'S KITCHEN CORPORATION		Doing Business As Name (DBA) LILLY'S KITCHEN		
Liquor License # 03-05399	License Type Hotel & Restaurant (city)	Sales Tax License # 30423836	Expiration Date 10/15/2021	Due Date 08/31/2021
Business Address 232 WEST 3RD STREET Rifle CO 81650		County Garfield	Phone Number 9706250165	
Mailing Address 232 WEST 3RD STREET Rifle CO 81650		Email lillyskitchen07@yahoo.com		
Operating Manager Alvaro Hernandez	Date of Birth	Home Address	Phone Number (970) 625-0165	
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 9/1/23				
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 <i>Anano Hernandez</i>	Title <i>Manager</i>
Signature <i>Anano Hernandez</i>	Date <i>9-2-2021</i>

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

☐	☐	☐	☐
☐	☐	☐	☐
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☐	☐	☐	☐

Tax Check Authorization, Waiver, and Request to Release Information

I, Alvaro Hernandez am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Lilly's Kitchen (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>Lilly's Kitchen</u>		Social Security Number/Tax Identification Number <u>47-2640408</u>	
Address <u>232 W 3rd St.</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number <u>Alvaro Hernandez</u>		Business/Work Phone Number <u>(970) 625-0165</u>	
Printed name of person signing on behalf of the Applicant/Licensee			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Alvaro Hernandez</u>			Date signed <u>9-2-2021</u>

Privacy Act Statement

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



Agenda Item #4.c.

Agenda Item Name:

Consider Minutes of the September 1, 2021, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Minutes of the September 1, 2021, Regular Meeting

Recommended Action:

Approve the minutes of the September 1, 2021, City Council Regular Meeting

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Minutes of the September 1, 2021, Regular Meeting

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 09.01.2021 Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

September 1, 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 Ed Green, Councilor Theresa Hamilton, Councilor Clint Hostettler and Councilor Sean Strode.

Others Present:

Chief of Police/Interim City Manager Tommy Klein, City Attorney Jim Neu, City Clerk Misty Williams, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Civil Engineer Craig Spaulding, Public Works Director Brian Prunty, Planning Director Patrick Waller, Finance Director Michelle Duran, Utilities Director Robert Burns, Human Resource Manager Danielle Hogan

PUBLIC COMMENT

No public comments were heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Approve Continuation of SCADA Monitoring Services at Water Treatment Facility
- B. Consider Certificate of Authority with Equitable Advisors and Charles Scwhab Corporation - Resolution No. 9, Series of 2021
- C. Consider Liquor License Renewal for City of Rifle dba Ute Theater and Events Center
- D. Consider Minutes of the August 18, 2021, Regular Meeting

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

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

PRESENTATION

Rifle Downtown Project Update

Civil Engineer Craig Spaulding and Public Works Director Brian Prunty gave an update on the Rifle Downtown Project.

REGULAR AGENDA

Consider Changing City Contribution to 457(b) Retirement Plan

Human Resource Manager Danielle Hogan explained the proposed changes to the 457(b) Plan. With the proposed change, the City contribution would adjust from 1% to a match of employee contribution up to 3% maximum City Contribution. Approval of the updated contribution plan will allow this change to occur with the transition to the new retirement management company in or before October 2021. Staff recommends approval to change the City contribution to the 457(b) Retirement Plan from 1% to a match of the employee contribution up to 3%.

Councilor Theresa Hamilton moved to approve changing the City Contribution to the 457(b) Retirement Plan from 1% to a match of the employee contribution of up to 3%; seconded by Councilor Brian Condie. Roll Call: Yes - Barb Clifton, Joe Carpenter, Brian Condie, Ed Green, Theresa Hamilton, Clint Hostettler and Sean Strode. No - None

Consider Approval of Rifle House Retaining Wall Agreement and Utility Easement

Interim City Manager Tommy Klein presented the Rifle House Retaining Wall Agreement and Utility Easement. He explained that 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. An 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. The City will be permitted to access the wall for inspection and we will share any costs associated with repairs. 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. Staff recommends approval of the buried utilities easement deed and the retaining wall agreement.

Councilor Clint Hostettler moved to approve the Rifle House Retaining Wall agreement; seconded by Councilor Theresa Hamilton.

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

Councilor Clint Hostettler moved to approve the Rifle House Utility Easement; seconded by Councilor Sean Strode.

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

Consider Market Adjustment Raise for City of Rifle Employees

Human Resource Manager Danielle Hogan explained the Market Adjustment Raise for City of Rifle employees. The 5% market adjustment raise increase would benefit City of Rifle full time and permanent part time employees, while increasing employee retention and improving the ability to recruit the best qualified candidates for employment. The market adjustment raise would also keep wages competitive amid inflation. Staff recommends approval of the 5% market adjustment raise for the City of Rifle full time and permanent part time employees, retroactive to January 2021, in the amount of \$335,040.14.

Councilor Brian Condie moved to approve the 5% market adjustment raise for City of Rifle full time and permanent part time employees retroactive to January 2021 in the amount of \$335,040.14; seconded by Councilor Joe Carpenter.

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

Notice of City Manager Finalist – Thomas Klein

City Attorney Jim Neu explained that pursuant to C.R.S. §24-6-402(3.5), a local government must announce that it has chosen final candidates for executive positions and publish notice of those candidates 14 days prior to making an appointment. This process must be followed, even though there is only one candidate. Staff recommends naming Thomas Klein as the sole finalist for the City Manager position.

Councilor Theresa Hamilton moved to approve the naming of Thomas Klein as the sole finalist for the City Manager position; seconded by Councilor Joe Carpenter.

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

Administrative Reports

Reports were heard from City Clerk Misty Williams and Interim City Manager Tommy Klein.

Comments from Mayor and Council

Comments were heard from Councilor Theresa Hamilton and Mayor Barb Clifton.

Adjournment

Meeting adjourned at 7:50 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, City Clerk

Attachments:

None



Agenda Item #7.a.

Agenda Item Name:

Consider City Hall Physical and Electronic Security Improvements- Change Order Request #1 (COR#1)
Plumbing Remodel

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

This proposal involves a necessary remodel of major plumbing related components including abandonment of some pipe and drains and replacement of failed cast iron drain and vent pipe, remodel and reconfiguration of all restrooms with new fixtures and finishes, relocation of breakroom, repurposing of former breakroom into a partitionable conference room(s), and purchase of Furniture, Fixtures, and Equipment, (FF&E) for restrooms, breakroom, and conference rooms, as well construction administration services with Phil Vaughan Construction Management, Inc.

Recommended Action:

Staff recommends approval of Change Order Request #1 (COR#1) in the amount of \$676,064.60, which included the Guaranteed Maximum Price contract with FCI Constructors, Inc. for \$520,163.00, Current Solutions services in the amount of \$7,500.00, and the professional services agreement with Phil Vaughan Construction Management, Inc., for \$16,244.00, and Furniture, Fixtures, and Equipment and soft costs and contingencies in the amount of \$132,157.60.

Fiscal Impact:

This will require approval of additional expenditures in the amount of \$676,064.60.

Operational Impact:

Demolition and construction during this project will affect staff and users of the building. During the restroom remodel, because of design configuration of the building, there will be a period where the only operational restrooms will be the lower level locker rooms. This will be temporarily inconvenient for staff and for Council and public during public meetings. Staff will plan to assist with signage and accommodations to lessen any confusion during those periods. As with Phase 2, construction noise will be heard and some areas of the parking lot may be temporarily unavailable.

If approved, this project will likely extend completion to March, 2022 rather than January, 2022.

Prior Board Motions:

Phase 2, in progress now, was approved for construction at the June 2, 2021 City Council meeting.

Background Information:

Though restroom and plumbing work was a known need, it was not being considered during phase 1 and 2 design. Plumbing issues that occurred at City Hall during this time, led to an investigation which revealed a number of issues with piping, drains, and fixtures. This discovery caused the team to advance this scope of work to an earlier date in the project timeline.

Executive Summary:**Notification Requirements:****Prepared By:**

Tom Whitmore, Parks & Recreation Director

Attachments:

1. 2021.09.02 City Hall Phase 2 Construction Expenditure-Plumbing Remodel Memo
2. RIFLE CITY HALL RENOVATIONS PHASE 2 - ASI02 Estimate R-1
3. 2021-09-02-Rev 1-City of Rifle-Rifle City Hall Ph 2-ASI 02-Phys and Security Upgrades-Master Project Budget
4. 2021-09-08-FINAL-Rifle City Hall Phase 2- ASI 02-FCI Constructors-GMP_PVCMI_Memo
5. 2021-09-02-Exhibit G-PVCMI-Proposal-Electronic-Physical Security-Rifle City Hall-Ph 2-ASI 02-1

Memo

To: City Manager, Honorable Mayor and Council

From: Tom Whitmore, Parks & Recreation/ Grounds and
Facilities Director

Date: September 2, 2021

Re: City Hall Phase 2 – Remodel-Change Order Request #1
(Plumbing Remodel)

As with the earlier Phase 2 initiation, there are a number of approvals required to move forward with the Plumbing Remodel—Change Order #1.

The expenditures are listed below. Members of the project team will be available to review the various elements of the project with City Council at the September 15th workshop and Council Meeting.

Staff recommends approval of the expenditures listed below. This work will be completed as a change order and included under the existing Phase 2, AIA Contract.

Staff requests authorizations for the City Manager to execute change orders within the approved project master budget. The City Manager would promptly report change orders to City Council. This process was approved with the initiation of Phase 2 and we request that it be extended to cover the added scope of work with the same stipulations.

If approved, the COR#1 detailed master budget would be merged with the existing master budget for Phase 2.

Approvals required are:

1. FCI Constructors, Inc.--Guaranteed Maximum Price and contract. \$520,163.00.

Phil Vaughan, President of Phil Vaughan Construction Management Inc., has completed a thorough review of FCI's proposal. Mr. Vaughan's recommendations are included in an attached memo. Mr. Vaughan will discuss details of FCI's Guaranteed Maximum Price Proposal.

2. Current Solutions, sole source contractor for the I.T. Department— \$7,500.00

I.T. wiring and Data drops-allowance.

3. Phil Vaughan Construction Management, Inc.
- Construction Administration Services-
PVCMI, Architect, Mechanical Engineer, Electrical Engineer \$16,244.00

Phil Vaughan, President of Phil Vaughan Construction Management Inc., has submitted a proposal for Construction Administration services for Rifle City Hall Phase 2 – Physical and Electronic Security Improvements. Phil Vaughan Construction Management has been instrumental in advancing this project through design and Phase 1 construction and initiation of Phase 2 construction.

4. COR#1 Master Project Budget including Furniture, Fixtures, & Equipment, and Soft Costs and Contingencies of \$132,157.60

Total \$676,064.60.

Respective proposals and agreements are attached.

Phase 2 project approval was on June 2, 2021 in the amount of \$1,090,000.00. With approval of this COR the revised contract amount would be \$1,766,064.60.

With the addition of this scope of work, construction is expected to be complete in March of 2022.

Thank you,

Tom

PROJECT:

RIFLE CITY HALL RENOVATIONS - PHASE 2
ASI-02
RIFLE, CO

PREPARED FOR:
CITY OF RIFLE
RIFLE, CO

ASI-02 Estimate

August 25, 2021

PREPARED BY: **FCI CONSTRUCTORS, INC.**



Date:

August 25, 2021

Project:

RIFLE CITY HALL RENOVATIONS - PHASE 2

RIFLE, CO

ASI-02 Estimate

DESCRIPTION	GMP ESTIMATE	
	TOTAL COST	NOTES
010000 GENERAL CONDITIONS	\$ 43,762	
020000 EXISTING CONDITIONS	\$ 23,835	
030000 CONCRETE	\$ 15,045	
040000 MASONRY	\$ -	N/A - EXCLUDED
050000 METALS	\$ 700	
060000 WOOD & PLASTICS	\$ 21,075	
070000 THERMAL & MOISTURE PROTECTION	\$ 1,850	
080000 DOORS & WINDOWS	\$ 15,987	
090000 FINISHES	\$ 117,490	
100000 SPECIALTIES	\$ 38,229	
110000 EQUIPMENT	\$ 4,700	
120000 FURNISHINGS	\$ -	N/A - EXCLUDED
130000 SPECIAL CONSTRUCTION	\$ -	N/A - EXCLUDED
140000 CONVEYING SYSTEMS	\$ -	N/A - EXCLUDED
210000 FIRE PROTECTION	\$ 3,500	
220000 PLUMBING	\$ 149,514	
230000 HVAC	\$ 8,485	
260000 ELECTRICAL	\$ 20,659	
27/280000 SPECIAL SYSTEMS	\$ -	N/A - EXCLUDED
310000 SITEWORK - BUILDING	\$ -	N/A - EXCLUDED
310000 SITE WORK	\$ -	N/A - EXCLUDED
320000 EXTERIOR IMPROVEMENTS	\$ -	N/A - EXCLUDED
330000 UTILITIES	\$ -	N/A - EXCLUDED
SUBTOTAL - DIRECT COST	\$ 464,831	
CONTINGENCY - CONSTRUCTION	\$ 13,945	3.00%
BUILDERS RISK INSURANCE	\$ 133	
GENERAL LIABILITY INSURANCE	\$ 3,788	0.75%
PROPERTY SURVEY	\$ -	N/A - EXCLUDED
SOILS INVESTIGATION/GEOTECHNICAL ENGINEERING	\$ -	N/A - EXCLUDED
MATERIALS TESTING / INSPECTION	\$ -	N/A - EXCLUDED
PLANNING APPLICATIONS/PERMIT/PLAN REVIEW FEES	\$ -	BY OWNER
BUILDING PERMIT	\$ -	BY OWNER
UTILITY TAP FEES	\$ -	BY OWNER
ARCHITECTURAL DESIGN & ENGINEERING (C/S/M&E)	\$ -	BY OWNER
OWNER CONTINGENCY	\$ -	BY OWNER
CM/GC PAYMENT/PERFORMANCE BOND	\$ 3,437	
CM/GC OVERHEAD & CONSTRUCTION PHASE FEE	\$ 34,029	7.00%
TOTAL ESTIMATED CONSTRUCTION COST	\$ 520,163	

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
20000 EXISTING CONDITIONS						
024119 SELECTIVE DEMOLITION						
DEMO SCOPE PER PLANS	579 Construction	LS	1.00	\$ 9,250.00	LS \$	9,250
REMOVE EXISTING DOOR FRAMES		LS	-	\$ -	LS	INCLUDED
REMOVE EXISTING DOORS & HARDWARE		LS	-	\$ -	LS	INCLUDED
REMOVE GYP PARTITION WALL		LS	-	\$ -	LS	INCLUDED
REMOVE CASEWORK		LS	1.00	\$ 1,500.00	LS \$	1,500
REMOVE LAY IN CEILING		LS	-	\$ -	LS	INCLUDED
REMOVE INTERIOR FLOOR FINISHES		SQ Ft	1,000.00	\$ 1.50	SQ Ft \$	1,500
REMOVE BASE		LFT	250.00	\$ 0.50	LFT \$	125
SAW CUT & REMOVE CONCRETE SLAB LOWER BATHROOM		SQ FT	1,383.00	\$ -	LS \$	8,000
MISCELLANEOUS REMOVALS		HRS	8.00	\$ 57.50	HRS \$	460
TEMPORARY PROTECTION OF EXISTING FINISHES TO REMAIN		LS	1.00	\$ 1,000.00	LS \$	1,000
DUMPSTERS		PULLS	4.00	\$ 500.00	PULLS \$	2,000
SUBTOTAL- SELECTIVE DEMOLITION					\$	23,835
20000 EXISTING CONDITIONS - TOTALS					\$	23,835

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL			TOTAL
030000 CONCRETE							
033200 CAST-IN-PLACE CONCRETE							
INTERIOR CONCRETE	RODCO CONCRETE						
LOWER LEVEL FLOOR POUR BACK	6" THICK	SQ FT	1,394.00	\$	- LS	\$	14,115
TRENCH POURBACK	6" THICK	SQ FT		\$	- SQ FT		INCLUDED
PATCH EXISTING PENETRATIONS		EA	-	\$	- EA	\$	-
WELDED BARS- TO POUR STOP- #4 X 2'6" L	N/A-EXCLUDED	EA	-	\$	- EA	\$	-
EDGE FORMS- 8"	N/A-EXCLUDED	LF	-	\$	- LF	\$	-
PERIMETER JOINT FILLER - 4" X 1/2"		LF	-	\$	- LF	\$	-
TROWEL FINISH TOPPING SLABS		SF	-	\$	- SF	\$	-
CURE & PROTECT TOPPING SLABS		SF	-	\$	- SF	\$	-
SUBTOTAL- SLAB POUR BACK						\$	14,115
CONCRETE PUMPING / HOISTING							
CONCRETE PUMP		DYS	-	\$	- DYS		INCLUDED
LAYOUT/COORDINATION		HRS	4.00	\$	61.00 HRS	\$	244
CLEANUP		HRS	4.00	\$	46.50 HRS	\$	186
CONCRETE WASHOUT		EA	1.00	\$	500.00 EA	\$	500
SUBTOTAL- CONCRETE PUMPING/HOISTING						\$	930
SUBTOTAL- CAST-IN-PLACE CONCRETE						\$	15,045
030000 CONCRETE - TOTALS						\$	15,045

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL				TOTAL
050000 METALS								
053000 METAL DECKING		WESTERN PRECISION						
FLOOR DECK - 1.0 G 24	PATCH MATERIALS	EA	10.00	\$	40.00	EA	\$	400
INSTALLATION OF PATCH MATERIAL		EA	10.00	\$	30.00	EA	\$	300
SUBTOTAL- METAL DECKING							\$	700
050000 METALS - TOTALS							\$	700

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
060000 WOOD & PLASTICS						
061100 ROUGH CARPENTRY						
BACKING INSTALLATION		LS	1.00	\$ 3,540.00	LS \$	3,540
SUPPORT FRAMING FOR PARTITION WALL		LS	1.00	\$ 5,000.00	LS \$	5,000
INTERIOR WALL STRAPPING/BLOCKING- @						
MILLWORK/CASEWORK/ACCESSORIES		LF	-	\$ -	LF	INCLUDED
ADD FOR FSC CERTIFIED LUMBER	N/A - EXCLUDED	LS	-	\$ -	LS \$	-
LAYOUT/COORDINATION		HRS	6.00	\$ 61.00	HRS \$	366
SUBTOTAL- ROUGH CARPENTRY					\$	8,906
064200 MILLWORK						
BREAKROOM CASEWORK	OSBURN	LS	1.00	\$ 11,925.00	LS \$	11,925
COUNTERTOPS- SOLID SURFACE		LF	-	\$ -	LF	INCLUDED
WALL CABINETS - P LAM		EA	8.00	\$ -	EA	INCLUDED
BASE CABINETS - P LAM		EA	11.00	\$ -	EA	INCLUDED
LAYOUT / COORDINATION		HRS	4.00	\$ 61.00	HRS \$	244
SUBTOTAL- MILLWORK					\$	12,169
060000 WOOD & PLASTICS - TOTALS					\$	21,075

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
070000 THERMAL & MOISTURE PROTECTION						
070210 BUILDING INSULATION						
ACOUSTIC INSULATION TO WALLS	ALLOWANCE	LS	1.00	\$ 1,000.00	LS \$	1,000
FIRE STOPPING/FIRE SAFING	N/A - EXCLUDED	LS	-	\$ -	LS \$	-
SPRAY-APPLIED INSULATION- CLOSED CELL- R13 (2.0" TH)	N/A - EXCLUDED	SF	-	\$ -	SF \$	-
R19 BATT INSULATION TO EXTERIOR WALLS- W/ VAPOR BARRIER	N/A - EXCLUDED	SF	-	\$ -	SF \$	-
SUBTOTAL- BUILDING INSULATION					\$	1,000
079100 CAULKING & SEALANTS						
CAULKING		LS	1.00	\$ 850.00	LS \$	850
SUBTOTAL- CAULKING & SEALANTS					\$	850
070000 THERMAL & MOISTURE PROTECTION - TOTALS					\$	1,850

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
080000 DOORS & WINDOWS						
081140 METAL DOORS & FRAMES						
DOORS, FRAMES, & HARDWARE	MCKINNEY	EA	-	\$	-	EA \$ 13,915
HM DOOR FRAMES- 3' X 7' -16 GA -WELDED CORNERS		EA	13.00	\$	-	EA INCLUDED
HM DOORS-3' X 7'0"-16 GA/GALVANIZED-FLUSH		EA	13.00	\$	-	EA INCLUDED
INSTALL DOORS & HARDWARE		EA	13.00	\$	150.00	EA \$ 1,950
LAYOUT/COORDINATION		HRS	2.00	\$	61.00	HRS \$ 122
SUBTOTAL- HOLLOW METAL DOORS & FRAMES						\$ 15,987
087210 FINISH HARDWARE						
DOOR HARDWARE- DOOR LEAFS (LABOR W/ DOOR INSTALLATION)	MCKINNEY					
	HM DOORS	EA	-	\$	-	EA INCLUDED
AUTOMATIC DOOR OPERATORS	N/A - EXCLUDED	EA	-	\$	-	EA \$ -
KNOX BOX	N/A - EXCLUDED	EA	-	\$	-	EA \$ -
ACCESS CONTROL HARDWARE- CARD READERS	N/A - BY OWNER	EA	-	\$	-	EA \$ -
SUBTOTAL- FINISH HARDWARE						\$ -
088110 GLASS & GLAZING						
GLAZE INTERIOR HM DOORS	N/A	LS	-	\$	-	LS \$ -
GLAZE INTERIOR SCW DOORS	N/A	LS	-	\$	-	LS \$ -
SUBTOTAL- GLASS & GLAZING						\$ -
080000 DOORS & WINDOWS - TOTALS						\$ 15,987

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
090000 FINISHES				
092510 DRYWALL & METAL SUPPORT FRAMING	579 CONSTRUCTION			
INTERIOR PARTITIONS*****				
DRYWALL PTNS				
FRAMING & DRYWALL WORK	LS	1.00	\$ 55,100.00	55,100
ADD FOR IMPACT RESISTANT GYP BD-CORRIDORS	N/A-EXCLUDED	SF	-	-
ADD FOR LEVEL 5 FINISH ON EXPOSED SURFACES	N/A-EXCLUDED	SF	-	-
ADD TILE BACKER BOARD	N/A-EXCLUDED	SF	-	-
ENGINEERED SHOP DRAWINGS	N/A-EXCLUDED	LS	-	-
MISC DRYWALL PATCH	LS	-	-	INCLUDED
LAYOUT / COORDINATION	HRS	4.00	\$ 61.00	244
CLEANUP	HRS	4.00	\$ 46.50	186
DUMPSTERS	PULLS	1.00	\$ 500.00	500
TEMP HEAT - FINISHES	N/A-EXCLUDED	LS	-	-
SUBTOTAL- DRYWALL & METAL SUPPORT FRAMING			\$	56,030
093120 CERAMIC TILE				
TILE FLOOR AND WALL SCOPE	LS	1.00	\$ -	44,995
PORCELAIN/CERAMIC FLOOR TILE	SF	-	\$ -	INCLUDED
SCHLUTER TRIM	LF	-	\$ -	INCLUDED
PORC/CERAMIC WALL TILE	SF	-	\$ -	INCLUDED
ADD FOR ANTI-FRACTURE MEMBRANE	SF	-	\$ -	INCLUDED
ADD FOR EPOXY MORTAR & GROUT	N/A-EXCLUDED	SF	-	-
SUBTOTAL- CERAMIC TILE			\$	44,995
095110 ACOUSTICAL CEILINGS	579 CONSTRUCTION			
ACT CEILINGS-2' X 2'- EXPOSED TEE GRID- DIRECT HUNG FROM STRUCT.	LS	-	\$ -	INCLUDED
SUBTOTAL- ACOUSTICAL CEILINGS			\$	-
096550 RESILIENT FLOOR & BASE	CARPETIME			
SHEET VINYL FLOORING	SF	405.00	\$ -	3,042
RH TESTING	EA	1.00	\$ 133.00	133
VCT FLOOR TILE	N/A - EXCLUDED	SF	-	-
LUXURY VINYL TILE	N/A - EXCLUDED	SF	-	-
FLOOR PREP- ALLOW 25%	SF	405.00	\$ 0.77	312
SUBTOTAL- RESILIENT FLOORING			\$	3,487
096815 CARPET	CARPETIME			
CARPETING- 2' X 2' TILES- DIRECT GLUEDOWN-	SF	936.00	\$ -	3,790
SUBTOTAL- CARPET			\$	3,790
099010 PAINTING & WALLCOVERING	XL PAINTING			
PAINT DRYWALL PTNS- LATEX-SINGLE COLOR	LS	1.00	\$ -	8,188
PAINT DRYWALL PTNS- EPOXY	SF	-	\$ -	INCLUDED
CONCRETE FLOOR SEALER- CLEAR	SF	-	\$ -	INCLUDED
PAINT DRYWALL CEILINGS - LATEX-SINGLE COLOR	LS	-	\$ -	INCLUDED
PAINT DRYWALL CEILINGS FASCIAS/CEILING	LS	-	\$ -	INCLUDED
BULKHEADS- LATEX-SINGLE COLOR	LS	-	\$ -	INCLUDED
PAINT HM DOOR FRAMES	EA	-	\$ -	INCLUDED
PAINT HM BORROW LIGHT FRAMES	N/A-EXCLUDED	EA	-	-
PAINT HM DOORS	EA	-	\$ -	INCLUDED
TOUCH UP PAINTING	LS	1.00	\$ -	1,000
SUBTOTAL- PAINTING & WALLCOVERING			\$	9,188
090000 FINISHES - TOTALS			\$	117,490

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
106510 OPERABLE PARTITIONS						
OPERABLE FOLDING WALL- 8' HIGH-VINYL FACED	ALLOWANCE	LS	1.00	\$	-	LS \$ 20,000
SUBTOTAL- OPERABLE PARTITIONS					\$	20,000
104010 IDENTIFYING DEVICES (SIGNAGE)						
INTERIOR ROOM SIGNS		EA	13.00	\$	200.00	EA \$ 2,600
BUILDING DEDICATION PLAQUE	N/A-EXCLUDED	EA	-	\$	-	EA \$ -
LETTERING/LOGOS- BUILDING MOUNTED	N/A-EXCLUDED	EA	-	\$	-	EA \$ -
SUBTOTAL- INDENTIFYING DEVICES					\$	2,600
105220 FIRE EXTINGUISHERS & CABS						
FIRE EXTINGUISHERS	N/A-EXCLUDED	EA	-	\$	-	EA \$ -
FIRE EXTINGUISHER CABINETS- PTD STEEL CABINET, DOOR & TRIM	N/A-EXCLUDED	EA	-	\$	-	EA \$ -
SUBTOTAL- FIRE EXTINGUISHERS & CABINETS					\$	-
108010 TOILET ROOM ACCESSORIES						
TOILET PAPER HOLDER		EA	8.00	\$	-	EA \$ 15,629
HANDICAP GRAB BARS- SS 18/24/30/36/42"		EA	8.00	\$	-	EA INCLUDED
LIQUID SOAP DIPSENER		EA	8.00	\$	-	EA INCLUDED
PAPER TOWEL DISPENSER/WASTE RECPT		EA	8.00	\$	-	EA INCLUDED
FRAMED MIRROR-24" X 36"		EA	2.00	\$	-	EA INCLUDED
FRAMED MIRROR-24" X 36" BACKLIT		EA	6.00	\$	-	EA INCLUDED
FOLDING SHOWER SEAT		EA	1.00	\$	-	EA INCLUDED
SANITARY NAPKIN DISPOSAL		EA	8.00	\$	-	EA INCLUDED
DIAPER CHANGING STATION		EA	5.00	\$	-	EA INCLUDED
HOOK, DOUBLE ROBE		EA	9.00	\$	-	EA INCLUDED
SHELF 24" LENGTH		EA	7.00	\$	-	EA INCLUDED
TOWEL SHELF WITH BAR		EA	1.00	\$	-	EA INCLUDED
SHELF, 3 MOP HOLDER, 4 RAG HOOKS, 34" LENGTH					EA	1.00 \$ - EA INCLUDED
SHARP/NEEDLE DISPOSAL, SURFACE MOUNT					EA	8.00 \$ - EA INCLUDED
SUBTOTAL- TOILET ROOM ACCESSORIES					\$	15,629
100000 SPECIALTIES - TOTALS					\$	38,229

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021

ASI-02 Estimate

SF #REF!

DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL	
114550 RESIDENTIAL APPLIANCES								
REFRIGERATOR			EA	1.00	\$	3,000.00	EA	\$ 3,000
RANGE			EA	1.00	\$	1,000.00	EA	\$ 1,000
MICROWAVE OVEN			EA	1.00	\$	700.00	EA	\$ 700
SUBTOTAL- RESIDENTIAL APPLIANCES							\$	4,700
110000 EQUIPMENT - TOTALS							\$	4,700

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

SF 8,640

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL	
210000 FIRE SUPPRESSION SYSTEMS							
215300 FIRE PROTECTION WORK							
FIRE SPRINKLER HEAD RELOCATIONS - WET PIPE SYSTEM	ALLOWANCE	LS	1.00	\$	-	LS	\$
CLEAN AGENT FIRE SUPPRESSION SYSTEM	N/A - EXCLUDED	LS	-	\$	-	LS	\$
BOOSTER PUMP	N/A - EXCLUDED	LS	-	\$	-	LS	\$
JOCKEY PUMP	N/A - EXCLUDED	LS	-	\$	-	LS	\$
SUBTOTAL- FIRE PROTECTION WORK							\$
210000 FIRE SUPPRESSION SYSTEMS - TOTALS							\$

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

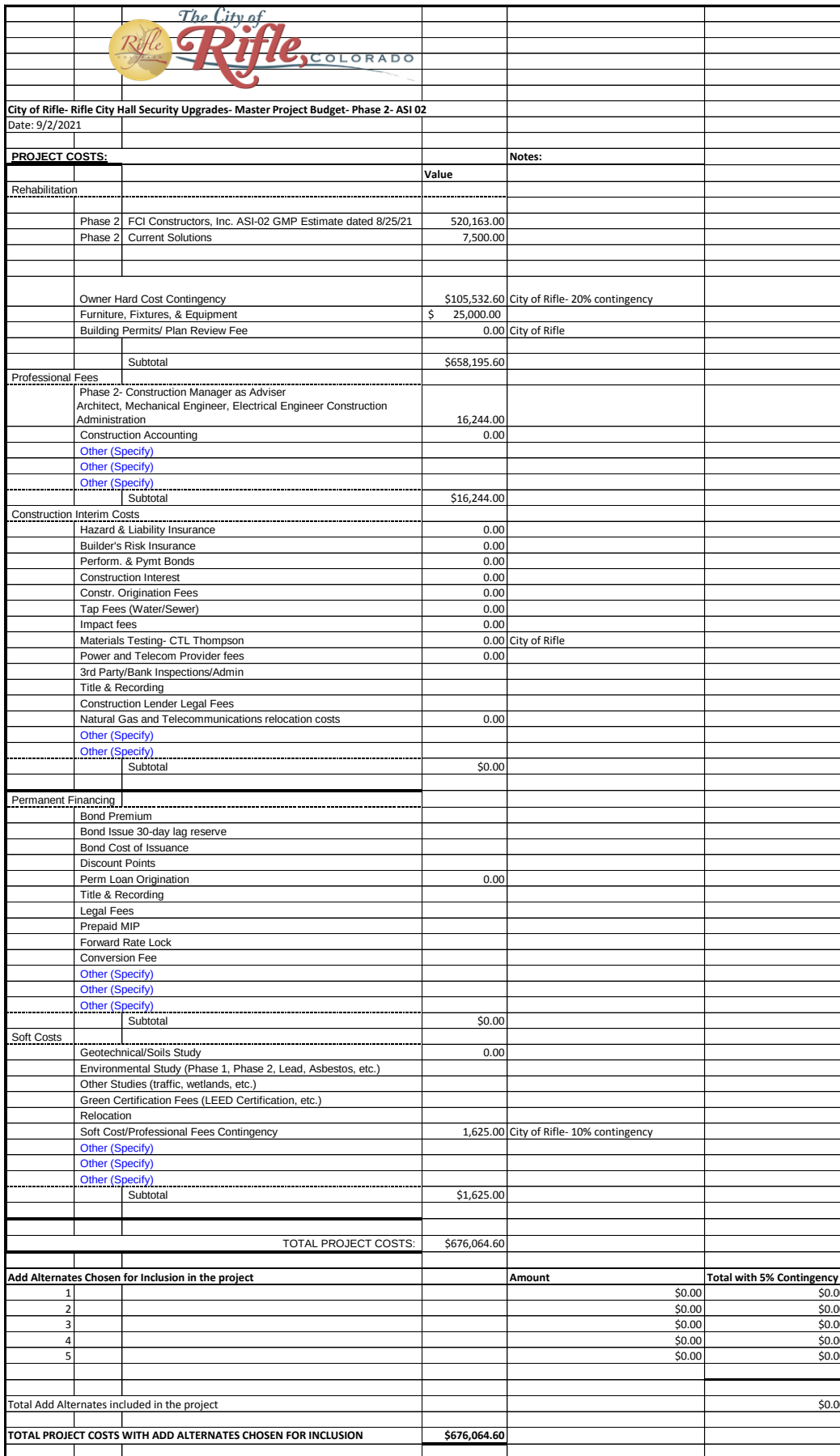
DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
22/230000 MECHANICAL						
224100 PLUMBING	COMFORT AIR					
PLUMBING WORK		LS	1.00	\$	-	148,654
LAYOUT/COORDINATION		HRS	8.00	\$	61.00	488
CLEANUP		HRS	8.00	\$	46.50	372
SUBTOTAL- PLUMBING					\$	149,514
230000 HVAC						
HVAC WORK		LS	1.00	\$	-	8,270
SHEET METAL- SUPPLY/RETURN/EXHAUST		LS	-	\$	-	INCLUDED
GRILLES/REGISTERS/DIFFUSERS		LS	-	\$	-	INCLUDED
LAYOUT/COORDINATION		HRS	2.00	\$	61.00	122
CLEANUP		HRS	2.00	\$	46.50	93
SUBTOTAL- HVAC					\$	8,485
22/230000 MECHANICAL - TOTALS					\$	157,999

FCI Cost Worksheet

Project: RIFLE CITY HALL RENOVATIONS - PHASE 2
CITY OF RIFLE
RIFLE, CO

August 25, 2021
ASI-02 Estimate

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
260000 ELECTRICAL						
261100 ELECTRICAL WORK	EC ELECTRIC					
ELECTRICAL WORK		LS	1.00	\$ -	LS	\$ 20,444
TEMP LIGHT & POWER		LS	-	\$ -	LS	INCLUDED
LIGHTING		LS	-	\$ -	LS	INCLUDED
TRIM OUT/FINAL CONNECTIONS		LS	-	\$ -	LS	INCLUDED
STATE ELECTRICAL PERMIT		LS	-	\$ -	LS	INCLUDED
LAYOUT/COORDINATION		HRS	2.00	\$ 61.00	HRS	\$ 122
CLEANUP		HRS	2.00	\$ 46.50	HRS	\$ 93
SUBTOTAL- ELECTRICAL						\$ 20,659
260000 ELECTRICAL - TOTALS						\$ 20,659





September 8, 2021

Mr. Tom Whitmore
City of Rifle Parks and Recreation Director
3100 Doaks Lane
Rifle, CO 81650
Sent via email: twhitmore@rifleco.org

Dear Mr. Whitmore,

We are in receipt of the FCI Constructors, Inc. Guaranteed Maximum Price proposal dated August 25, 2021 for the Rifle City Hall Phase 2 Physical and Electronic Security Improvements project- ASI 02.

This work includes the renovation of all restrooms in Rifle City Hall and replacement of all failing cast iron drain piping in the restrooms and below grade on the lower floor. During this renovation work, we also plan to reconfigure the lower floor as depicted on the project drawings and construct 2 conference rooms with an acoustical folding partition.

I have reviewed the document in depth and the entire project team met on August 26, 2021 and September 1, 2021 and reviewed each line item.

Please find attached the September 2, 2021 version of the Project Master Budget.

I recommend and have included the following:

- a. Hard Cost Contingencies of 20% to account for current market volatility and hidden conditions.
- b. Soft Cost Contingencies of 10% to account for any revisions necessitated by market volatility or hidden conditions.

Please consider this letter a recommendation to the Rifle City Council for the following actions:

1. Approve the Total Project Cost of \$676,064.60.

2. Approve the FCI Constructors, Inc. Guaranteed Maximum Price Proposal dated 8/25/21 and execute a change order in the amount of \$520,163.00.
3. Authorize the City Manager to execute change orders within the Total Project Cost of \$676,064.60.

I will coordinate with you and Jim Neu, Esq. for your review and approval of the change order with FCI Constructors, Inc.

As discussed during our weekly project meetings, we are in the process of designing the installation of a new sanitary sewer outlet from Rifle City Hall into the alley North of Rifle City Hall. During our investigation, we have determined that this sanitary sewer line service also requires replacement.

I will review any change order requests and will provide a recommendation to both you and the City Manager for your consideration.

This process will allow for us to react quickly to any unforeseen condition and address change order requests in a timely manner. Addressing these items in a timely manner ultimately saves the City of Rifle both time and money. Unforeseen conditions frequently impact the critical path schedule of a project. If decisions regarding change order requests are delayed, this can have the effect of the CM/GC charging for general conditions and personnel during the course of awaiting decisions from the Client.

Authorization by the Rifle City Council of the CM/GC contract and the approval of the Total Project Cost will allow us to move forward with the project and to start the preparation and approval of shop drawings and order materials. These actions are crucial to ensuring that we can maintain the Total Project Cost.

Please contact me with any questions.

Sincerely,



Philip B. Vaughan
President
Phil Vaughan Construction Management, Inc.
970-625-5350
Email: phil@pvcmi.com
Website: www.pvcmi.com

Attachment:
9/2/21 Master Project Budget

END OF REPORT

EXHIBIT G



September 2, 2021

Mr. Tom Whitmore
City of Rifle, Colorado
202 Railroad Ave.
Rifle, CO 81650

Dear Mr. Whitmore,

Please find below estimated construction administration services for the Rifle City Hall Phase 2 Physical and Electronic Security Improvements ASI-02.

The FCI Constructors, Inc. schedule for ASI-02 extends the project completion date from 1/30/22 to 3/1/22, an increase of 5 weeks.

This time extension will require additional construction administration.

During work being conducted on-site, daily coordination with the City of Rifle and the Design team. Observation of construction activities as needed to ensure basic compliance with specification and quality practices. Review of materials testing reports. Review of approved submittals to determine conformance with the approved Contract Documents. Preparation of site observation reports. Attend and chair weekly project meetings. Prepare and issue an agenda and meeting minutes to the Project Team.

Project extended duration: 1/30/22 to 3/1/22 prox. 5 weeks. 5 weeks x 20 hours per week= 100 hours.

Estimated hours: 100 @\$125/hr.= \$12,500.00

Please find attached our fee schedule. Our fee schedule for the City of Rifle remains the same with no increases. Phil Vaughan, the President of Phil Vaughan Construction Management, Inc. will be involved during the entirety of the project.

The City of Rifle will receive the services of the principal of the company directly.

Jeff Johnson Architectural, P.C.

Please see the attached 8/25/21 Agreement for Architectural Services

\$3,724.00

Total Estimated Services for Construction Administration: \$16,244.00

Please contact me with any further questions.

Sincerely,



Philip B. Vaughan
President
Phil Vaughan Construction Management, Inc.
970-625-5350

Approval

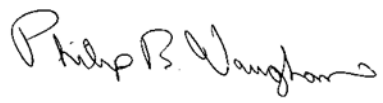
Exhibit G is attached to the Agreement for Professional Services dated November 7, 2017. Addendums and Attachments to this agreement are allowed as per Paragraph 16 of the agreement.

IN WITNESS WHEREOF, the parties have executed Exhibit G as of September , 2021.

CITY OF RIFLE, COLORADO

By: Tommy Klein, Acting City Manager

PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC.:

A handwritten signature in black ink, reading "Philip B. Vaughan", enclosed within a thin black rectangular border.

By: Philip B. Vaughan, President

Phil Vaughan Construction Management, Inc.
Fee Schedule
2021-2022

Developer Consulting/Owner's Representation

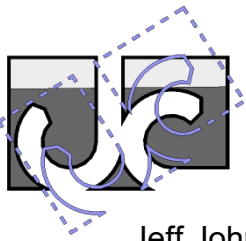
Consulting	\$125.00/hour
Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Travel	\$125.00/hour + .75 mile
Out-of-pocket expenses	Cost of expense plus 15%

Miscellaneous Charges

Photocopies 8.5x11	\$0.35/each
Photocopies 11x17	\$0.55/each
Blackline/Blueline Prints	\$3.50/each 36"x48"
Color Wide Format	\$22.00/each
Presentation Binding	Cost of expense plus 15%
*15% is added to the cost of all Miscellaneous Charges	

Direct Project Expenses

Professional Consultants	Cost of expense plus 15%
Out-of-town living expenses	
Including airfare, lodging, meals	
Etc.	Cost of expense plus 15%
Postage, delivery charges	Cost of expense plus 15%



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

Agreement for Architectural Services

This Agreement is made effective as of Wednesday, August 25, 2021

by and between Client,

City of Rifle
Phil Vaughan, PVCMI Inc.
acting as Owner Rep
970-625-5350
phil@pvcmi.com

and

Jeff Johnson Architectural, PC
136 East Third Street, Ste B
Rifle, Colorado 81650

In this Agreement, the party who is contracting to receive services shall be referred to as "Owner", and the party who will be providing the services shall be referred to as "Jeff Johnson Architectural PC."

Jeff Johnson Architectural PC has a background in Architectural Services and is willing to provide services to Owner based on this background. Owner desires to have services provided by Jeff Johnson Architectural PC. Therefore, the parties agree as follows:

DESCRIPTION OF SERVICES:

Jeff Johnson Architectural PC will provide the following architectural services, (collectively, the "Services"), as described:

Rifle City Hall – Additional Construction Administration-ASI-2:

This proposal addresses additional Construction Administration related to plumbing improvements at Rifle City Hall outlined in Architect Supplemental Instruction 002.

Based on included FCI proposed master schedule dated 08-17-21, a revised finish date of March 1, 2022.

The Design team will provide Construction Administration services for an additional 5 weeks.

Construction Administration services duties shall include:

General Administration duties (Contractual obligations of design team during construction administration including submittal and payment review, response to requests for information, preparation of owner-directed change orders, etc.):

OAC meetings:

1. Architect to attend weekly meetings on-site whenever possible.
2. Electrical/Mechanical Engineer will attend OAC meetings by teleconference as required.

Site Visits during construction:

1. Architect shall perform site visits on a weekly basis on or within a few days after each weekly meeting.
2. Electrical/Mechanical Engineer shall perform site visits as needed.

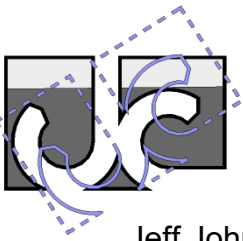
SCHEDULE:

Jeff Johnson Architectural PC estimates services to align with included FCI proposed master schedule dated 08-17-21.

PAYMENT:

Jeff Johnson Architectural PC agrees to perform the services, as described above, based on the **Not to Exceed Sum of \$3,724** (three thousand seven hundred twenty-four dollars).

Agreement for Architectural Services



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

Discipline Breakout:

General Administration:

- | | |
|--|---------|
| 1. Architectural commitment | \$ 625 |
| a. 5 weeks x 1.25 hours per week x \$100 | |
| 2. Engineer commitment | \$1,313 |
| a. 5 weeks x 2.5 hours per week x \$105 | |

OAC meetings:

- | | |
|---------------------------------------|--------|
| 1. Architect: | \$ 500 |
| 2. Electrical/Mechanical Engineer: | \$ 265 |
| a. Bi-weekly meetings, one consultant | |

Site Visits during construction:

- | | |
|--|--------|
| 1. Architect: | \$ 500 |
| 2. Electrical/Mechanical Engineer: | |
| a. 1 site visit, one consultant, \$520.78 lump sum | \$ 521 |

Total: \$ 3,724 (Not to Exceed)

TERM/TERMINATION:

The proposed service fee within this Agreement is valid for 15 days. This Agreement shall terminate automatically upon completion by Jeff Johnson Architectural PC of the Services required by this Agreement. This agreement may also be terminated by the Owner, or the Architect, should the other fail to perform its obligation hereunder. In the event of termination or suspension, the Client shall pay Jeff Johnson Architectural PC for all design services rendered to the date of the termination along with all reimbursable expenses.

NOTICES:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Owner: Phil Vaughan, PVCM Inc.
acting as Owner Rep
970-625-5350
phil@pvcmi.com

IF for Architect: Jeff Johnson Architectural, PC
136 East Third Street, Ste. B
Rifle, Colorado 81650

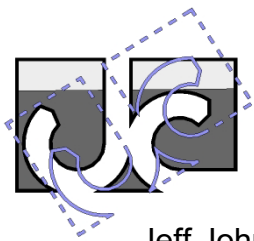
Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT:

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

Agreement for Architectural Services

SEVERABILITY:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CORPORATE PROTECTION:

It is intended by the parties to this Agreement that the services performed in connection with this project shall not subject Jeff Johnson Architectural PC's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and not withstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Jeff Johnson Architectural PC, a Colorado corporation, and not against any of Jeff Johnson Architectural PC's individual employees, officers or directors.

ACCEPTANCE OF AGREEMENT FOR ARCHITECTURAL SERVICES:

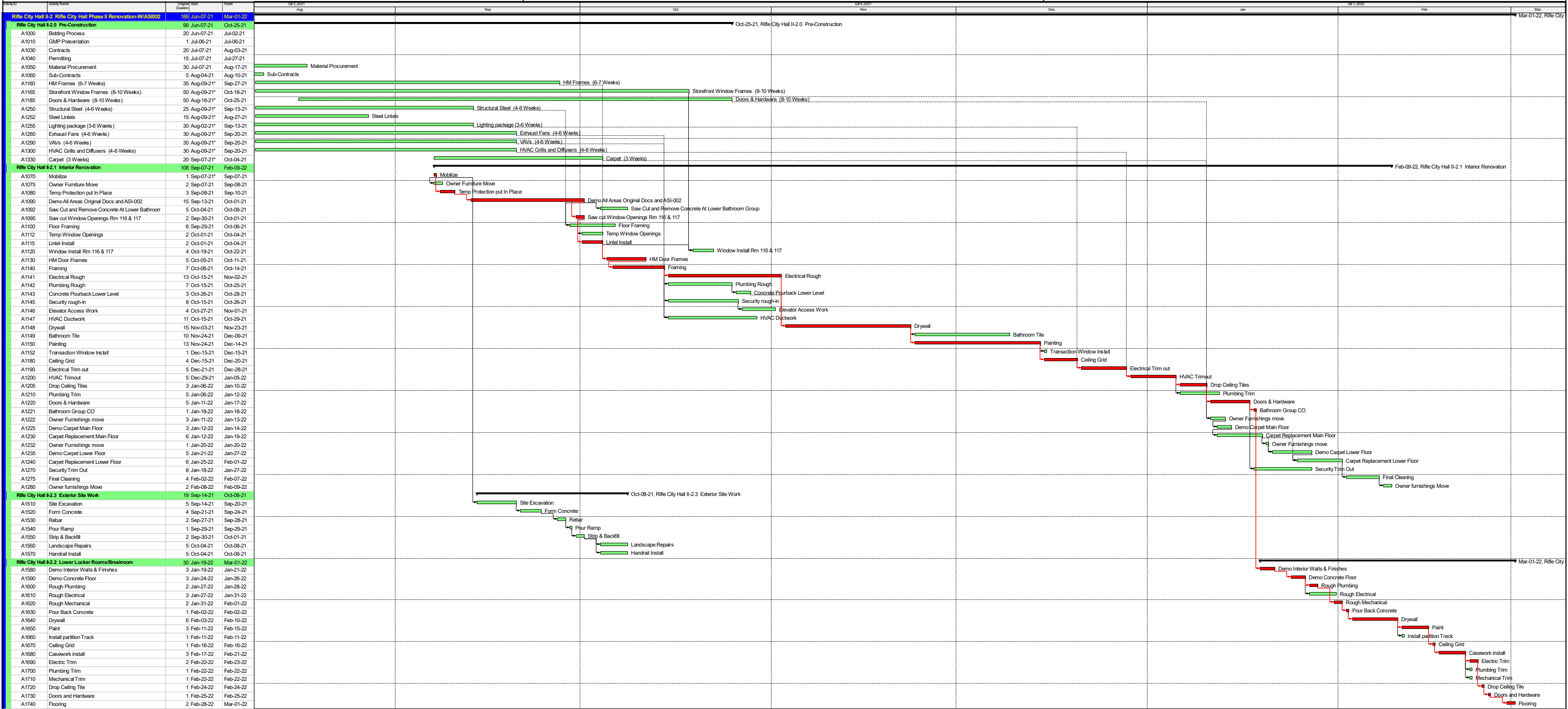
We have read, understand, and accept the Agreement for Architectural Services, as described herein.

Rifle City Hall – Additional Construction Administration-ASI-2:

By: _____ Date: _____
Phil Vaughan, PVCM Inc.

Party providing services:

By: _____ Date: _____
Jeff Johnson
Jeff Johnson Architectural, PC



Actual Work Critical Remaining Work Summary
Remaining Work Milestone

AGREEMENT FOR PROFESSIONAL SERVICES

~~November~~ THIS AGREEMENT ("Agreement") is made and entered into effective this ^{7th} ~~29th~~ day of ~~October~~, 2017 by and between the CITY OF RIFLE, COLORADO, a home rule municipality (the "City"), and PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC., a Colorado corporation ("Contractor").

WHEREAS, the City desires that Contractor perform Owner's Representative services as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A**; 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, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, and as further specified in Exhibit A, attached hereto and incorporated herein by reference ("Services"), 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. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. The City agrees to pay Contractor for services rendered on an hourly basis as per the attached Phil Vaughan Construction Management, Inc. Fee Schedule as adjusted to reflect the deletion by the City of any of the Services set forth in Exhibit A and subject to annual appropriations pursuant to the City of Rifle Municipal Code and Article X, Section 20 of the Colorado Constitution. 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 construction of the Rifle City Hall/Affordable Housing project is complete, or until the City decides at their discretion to end the agreement and notifies the Contractor in writing of such decision, subject to annual appropriations.

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 City acknowledges the Contractor's

work product, including electronic files, as instruments of professional service. Nevertheless, 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. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall

invalidate the policies.

- (ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.

d. Workers' Compensation and Other 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.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's opinion, such variations do not substantially affect the City's interests.

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 effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least twenty (20) 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 effect 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.

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: Philip B. Vaughan
1038 County Rd. 323
Rifle, Colorado 81650

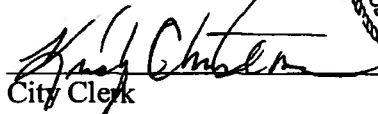
25. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

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

ATTEST:


City Clerk



By: _____

City Manager

PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC.:

By: 
Philip B. Vaughan, President

EXHIBIT A



October 13, 2017

Mr. Nathan Lindquist
City of Rifle, Colorado
202 Railroad Ave.
Rifle, CO 81650

Dear Mr. Lindquist,

Thank you for the opportunity to meet with you regarding the Rifle City Hall/Affordable Housing project.

As per our meeting, please find below details for Developer Consulting/Owner's Representative services that we are able to provide for the Rifle City Hall/Affordable Housing project.

- A. Meetings and coordination with Project Stakeholders including the City of Rifle, City of Rifle Housing Authority, Medici Communities, Colorado Division of Housing and Colorado Housing and Finance Authority and other yet to be determined groups or governmental agencies.
- B. Preparation of goal setting session/s with the Project Stakeholders.
- C. Prepare a master project schedule, with specific action and work product items, to guide the course of the project.
- D. Review and assess draft floor plans and designs prepared by Medici Communities for the Rifle City Hall.
- E. Review and assess draft floor plans and designs prepared by Medici Communities for the affordable housing component of the project.
- F. Evaluate construction costs prepared by Medici Communities for the Rifle City Hall and affordable housing portions of the project.

- G. Provide guidance regarding alternatives to the Rifle City Hall/Affordable housing single structure.
- H. Review and evaluate the financial details of the project including Low Income Housing Tax Credit, Bridge Funding and other sources as needed.
- I. Review and evaluate the application materials prepared by Medici Communities for submittal to the Colorado Housing and Finance Authority- Low Income Housing Tax Credit process.
- J. Review and evaluate construction drawings, specifications and contract documents at the schematic design, design development and construction document stages.
- K. Provide Owner's Representative Services during the course of final project design, construction, commissioning and warranty period.
- L. Provide technical assistance and services as requested by the City of Rifle

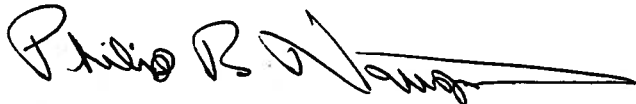
A resume for Philip Vaughan and a Statement of Qualifications for PVCMI is also attached.

Additionally included is our fee schedule. We have reviewed our project schedules and, if chosen, Phil Vaughan, the President of Phil Vaughan Construction Management, Inc. will be involved during the entirety of the project. The City of Rifle will receive the services of the principal of the company directly.

We feel strongly that Phil Vaughan Construction Management, Inc. is a local firm that can offer the experience, professionalism and past track record that will result in a successful project for the City of Rifle.

Please contact me with any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip B. Vaughan", with a long horizontal flourish extending to the right.

Philip B. Vaughan
President

Phil Vaughan Construction Management, Inc.
970-625-5350

Phil Vaughan Construction Management, Inc.
Fee Schedule
2017-2018

Developer Consulting/Owner's Representation

Consulting	\$125.00/hour
Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Travel	\$125.00/hour + .75 mile
Out-of-pocket expenses	Cost of expense plus 15%

Miscellaneous Charges

Photocopies 8.5x11	\$0.35/each
Photocopies 11x17	\$0.55/each
Blackline/Blueline Prints	\$3.50/each 36"x48"
Color Wide Format	\$22.00/each
Presentation Binding	Cost of expense plus 15%
*15% is added to the cost of all Miscellaneous Charges	

Direct Project Expenses

Professional Consultants	Cost of expense plus 15%
Out-of-town living expenses	
Including airfare, lodging, meals	
Etc.	Cost of expense plus 15%
Postage, delivery charges	Cost of expense plus 15%

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

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the City with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the City.

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public

EXHIBIT C

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

Philip B. Vaughan, 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.

Philip B. Vaughan
Signature

11/7/17
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 #7.b.

Agenda Item Name:

Consider Funding Request for Fall 2021 Grand Hogback Trail Construction

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider Funding Requests for Fall 2021 Trail Construction

Recommended Action:

Approval of \$20,000 for Fall 2021 Grand Hogback Trail Construction

Fiscal Impact:

The trail construction request requires additional funding expenditures

Operational Impact:

Minimal

Prior Board Motions:

Council has previously supported funding requests for the development of the Grand Hogback Trail System.

Background Information:

The City of Rifle has supported the development of the Grand Hogback Mountain Bike trail system through direct funding, as well as grant and project management. This has resulted in the development of 7.1 miles of new trails and the development of the parking lot onsite.

Executive Summary:

Additional trail construction is being scheduled for upcoming months. The Grand Hogback Trail System stakeholder group is requesting \$20,000 for Fall 2021 trail construction. It is anticipated that \$25,000 in additional funding will be contributed to construction from other sources, for a total of at least \$45,000. This would result in a connection between Mesa 2 and Mesa 4 and approximately 1.7 miles of new trails.

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Grand Hogback Trail System - Fall Construction
2. Grand Hogback Trail System Map 9-3-21



MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, AICP, Planning Director
Date: September 15, 2021
Subject: Fall 2021 Trail Construction Request

Background

In the past few years, the Grand Hogback Trail System has moved from the planning phase to trail construction. Most recently, Phase 1, including 7.1 miles of mountain bike trails and a new parking lot has been constructed in 2020 and 2021. The trails are now open to the public and have received positive reviews from the mountain biking community. Full build-out includes an additional 12.2 miles of trails.

The construction of the trail system has been supported by a number of stakeholders, including the City of Rifle, Garfield County, Bureau of Land Management, Rifle Area Mountain Bike Association (RAMBO), the Roaring Fork Mountain Bike Association (RFMBA) and various private entities. To further develop the trail system, there are two funding requests for Council's consideration.

Fall 2021 Construction

RAMBO and RFMBA are working to construct an additional 1.7 miles of trails this fall. The proposed route would connect Mesa 2 to Mesa 4 and would be constructed by Gumption Trail Works, the contractor who has been responsible for the current trail construction. The request is for \$20,000 from the City of Rifle which will secure an additional \$25,000 from other funding sources, for a total construction budget of at least \$45,000.

The City budgeted \$80,000 for trail construction in 2020 through a combination of the GRIT budget and Conservation Trust Funds. To date \$71,627 has been spent. The one item still outstanding for construction this year is the required apron for access from the parking lot to State Highway 13. This is anticipated to use the remaining budgeted funds.

Grand Hogback Trail System - (Existing + Future)

- Tan = Existing Rifle Arch Hiking Trail, including new initial reroute built in 2020.
- White = Existing Biking + Hiking Trails, constructed 2020 & 2021.
- Orange = Future Biking + Hiking Trails, to be constructed Fall 2021.
- Yellow = Existing Doubletrack Routes for Admin. & limited Recreation Use.
- Green = Future Phase beginner trails, approved for construction by BLM.
- Blue = Future Phase intermediate trails, approved for construction by BLM. Some blue trails are two-way dual direction use, some are for biking only, in downhill direction.
- Black = Future Phase advanced trails, approved for construction by BLM. Most black trails are for biking only, in downhill direction.

Notes:

- Existing trails constructed 2020 + 2021 = 7.1 miles, future trails to be constructed Fall 2021 = 1.7 miles, Total = 8.8 miles.
- Future Phase trails to be constructed in 2022-2023+ = 10.5 miles.
- Blue Polygon = new Trailhead Parking Lot constructed Spring 2021.
- The light turquoise polygon indicates the extent of Block Study Area used during BLM's EA process and coincides with area initially approved for trail study by CPW.





Agenda Item #7.c.

Agenda Item Name:

Consider CPW Non-Motorized Matching Grant Funding Request for Build Out of the Grand Hogback Trail System - Resolution No. 9, Series of 2021

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider a request for matching funding through the CPW Non-motorized trail construction grant application for the build out of the Grand Hogback Trail System.

Recommended Action:

Approve matching funding request in the amount of \$80,000 over two years (\$40,000 per year) for the build out of the Grand Hogback System - Resolution No. 9, Series of 2021

Fiscal Impact:

If the grant is awarded \$80,000 in City funding will be expended over a two-year period.

Operational Impact:

Planning Director will apply for the CPW Grant

Prior Board Motions:

In 2020, Council supported a request for the same grant and allocated \$110,000 in matching funding. The previous grant submittal was not approved.

Background Information:

The City of Rifle has supported the development of the Grand Hogback Mountain Bike trail system through direct funding, as well as grant and project management. This has resulted in the development of 7.1 miles of new trails and the development of the parking lot onsite.

Executive Summary:

The local Grand Hogback Trail System stakeholder group is working to apply for the CPW Non-motorized Trail Construction grant. The total project is projected to cost \$290,000 (\$260,000 for 10.5 miles of trails and \$30,000 for pit toilet installation). Additional funding of \$50,000 plus in-kind volunteer trail construction is anticipated to be covered by local partners. The total grant request from CPW is for \$160,000.

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Grand Hogback Trail System - CPW Grant Funding Request
2. Grand Hogback Trail System Map 9-3-21
3. Resolution No. 9-State Trails Grant



MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, AICP, Planning Director
Date: September 15, 2021
Subject: Matching Funding Request for CPW Non-Motorized Grant

Background

In the past few years, the Grand Hogback Trail System has moved from the planning phase to trail construction. Most recently, Phase 1, including 7.1 miles of mountain bike trails and a new parking lot has been constructed in 2020 and 2021. The trails are now open to the public and have received positive reviews from the mountain biking community. Full build-out includes an additional 12.2 miles of trails.

The construction of the trail system has been supported by a number of stakeholders, including the City of Rifle, Garfield County, Bureau of Land Management, Rifle Area Mountain Bike Association (RAMBO), the Roaring Fork Mountain Bike Association (RFMBA) and various private entities. To further develop the trail system, there are two funding requests for Council's consideration.

CPW Grant Request

To finish the trail system, the stakeholder group (through the City of Rifle) would like to apply for a CPW non-motorized grant. The City of Rifle previously applied for this grant in 2020, but was not awarded the funding. That original request included the Phase 1 trail system and the expanded parking lot, both of which have now been completed. At that time the Council committed \$110,000 in matching funding for the project.

The current request would be over a two year period starting in 2022 and would finish the trail system as well as provide a permanent pit toilet at the parking lot. The stakeholder group is requesting \$80,000 over two years from the City of Rifle, (\$40,000 a year) which will go towards the overall project cost of \$290,000 (\$260,000 for 10.5 miles of trails and \$30,000 for the pit toilet installation). Additional funding of at least \$50,000 over those two years is expected to be covered by local partners, plus in-kind volunteer trail construction as well as a request for \$160,000 from the CPW grant would complete the construction of this trail plan. The City's financial commitment is subject to annual appropriations and the expenditure is conditioned on the award of the CPW grant.

Grand Hogback Trail System - (Existing + Future)

- Tan = Existing Rifle Arch Hiking Trail, including new initial reroute built in 2020.
- White = Existing Biking + Hiking Trails, constructed 2020 & 2021.
- Orange = Future Biking + Hiking Trails, to be constructed Fall 2021.
- Yellow = Existing Doubletrack Routes for Admin. & limited Recreation Use.
- Green = Future Phase beginner trails, approved for construction by BLM.
- Blue = Future Phase intermediate trails, approved for construction by BLM. Some blue trails are two-way dual direction use, some are for biking only, in downhill direction.
- Black = Future Phase advanced trails, approved for construction by BLM. Most black trails are for biking only, in downhill direction.

Notes:

- Existing trails constructed 2020 + 2021 = 7.1 miles, future trails to be constructed Fall 2021 = 1.7 miles, Total = 8.8 miles.
- Future Phase trails to be constructed in 2022-2023+ = 10.5 miles.
- Blue Polygon = new Trailhead Parking Lot constructed Spring 2021.
- The light turquoise polygon indicates the extent of Block Study Area used during BLM's EA process and coincides with area initially approved for trail study by CPW.



**CITY OF RIFLE, COLORADO
RESOLUTION NO. 9
SERIES 2021**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING AN
APPLICATION TO THE COLORADO STATE RECREATIONAL TRAILS
GRANT PROGRAM FOR THE CONSTRUCTION OF PHASE 2 OF THE
GRAND HOGBACK TRAIL SYSTEM

WHEREAS, the City of Rifle is a political subdivision of the State of Colorado and therefore an eligible applicant for a grant awarded by the State Recreational Trails Grant Program; and

WHEREAS, the City of Rifle is submitting a Grant Application requesting a total award of \$160,000 for the construction of Phase 2 and completion of the Grand Hogback Trail System; and

WHEREAS, the Grand Hogback Trail System is located on land controlled by the Bureau of Land Management that has approved its construction and will remain under its control for at least 25 years; and

WHEREAS, the City Council of the City of Rifle supports the Grand Hogback Trail System and will commit funds to its construction if a grant is awarded by the State Trails Program.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The City Council strongly supports, and the City Manager is hereby authorized to submit, the Grant Application for the construction of Phase 2 of the Grand Hogback Trail System.
3. The City Council commits \$80,000 for the construction of Phase 2 of the Grand Hogback Trail System, subject to annual appropriations, and will assist in coordinating long-term maintenance with cooperating agencies and non-profits.
4. If a grant is awarded, the City of Rifle hereby authorizes the City Manager to sign a Grant Agreement with the State Trails Program and authorizes the expenditure of funds necessary to meet the terms and obligations of the Grant Agreement.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a special meeting held this 15th day of September 2021.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.d.

Agenda Item Name:

Consider Regulation of Stopping, Standing or Parking in Fire Lanes - Ordinance No. 9, Series of 2021 - First Reading

Presenter:

Kathy Pototsky, Court Clerk / PIO

Item Description:

Ordinance No. 9, Series of 2021 would add a provision specifically prohibiting parking in fire lanes.

Recommended Action:

Approve Ordinance No. 9, Series of 2021 on first reading as presented and order it to be published by title as required by Charter.

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

School Resource Officer Josh Allison has been having issues with people parking in the fire lanes. Although tickets can technically be written under subsection (n) which refers to "pavement markings", we feel that a fire lane represents a more serious offense. A separate code section would allow the judge to assign a higher fine to this specific violation (we are thinking \$50 versus the standard \$25 for other parking offenses).

Executive Summary:

Notification Requirements:

Prepared By:

Kathy Pototsky, Court Clerk / PIO

Attachments:

1. Ordinance No. 9-MTC Amendment Fire Lanes

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 9
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING
SECTION 8-1-110 OF THE RIFLE MUNICIPAL CODE TO PROVIDE FOR
THE REGULATION OF STOPPING, STANDING, OR PARKING IN FIRE
LANES.

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

WHEREAS, Chapter 8, Article I of the City of Rifle Municipal Code (the “Code”) adopts by reference the 2020 Edition of the Model Traffic Code, with local amendments; and

WHEREAS, City staff has determined that the current Code provisions require additional amendment to better regulate and enforce stopping, standing, or parking in fire lanes; and

WHEREAS, the City Council finds and determines that the following amendment to Section 8-1-110 of the Code are in the best interest of the public health, safety and welfare of the citizens of Rifle.

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

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

2. Section 8-1-110 of the Rifle Municipal Code is hereby amended as follows, with underlined text added and ~~strike through language~~ deleted:

Sec. 8-1-110. - Parking prohibited in specified places.

Section 1204(1) of the adopted code is amended to add subsections (l), (m) ~~and~~ (n), and (o) to read as follows:

- (l) Within an alley, except during the necessary expeditious loading and unloading of merchandise or freight, and in no case shall a stop for loading or unloading of materials exceed twenty (20) minutes.
- (m) Parked occupying more than one parking space.
- (n) Parked in violation of designated parking as defined by pavement markings or signs.
- (o) In a clearly marked fire lane.

3. The effective date of this Ordinance shall be November 1, 2021.

INTRODUCED on September 15, 2021 read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado on October 6, 2021, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2021.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.e.

Agenda Item Name:

Consider Employment Agreement with Thomas Klein for City Manager

Presenter:

James S. Neu, City Attorney

Item Description:

Consider Employment Agreement with Thomas Klein for City Manager

Recommended Action:

Move to approve employment agreement with Thomas Klein for City Manager

Fiscal Impact:

Operational Impact:

Prior Board Motions:

Background Information:

Executive Summary:

Notification Requirements:

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 20210915-Rifle City Manager Contract

**EMPLOYMENT AGREEMENT
CITY MANAGER OF THE CITY OF RIFLE, COLORADO**

THIS AGREEMENT is made and entered into between the CITY OF RIFLE, COLORADO ("Employer" or the "City"), and THOMAS KLEIN ("Employee" or "City Manager") this 15th day of September 2021.

RECITALS

WHEREAS, Employer is a Colorado home rule municipal corporation and is desirous of appointing Employee to serve as City Manager pursuant to Section 6.2 of the City of Rifle Home Rule Charter; (the "Charter"); and

WHEREAS, Employee is qualified to serve as City Manager and desires to enter into this Agreement on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS & CONDITIONS

SECTION ONE – EMPLOYMENT

1.1 Employer hereby agrees to employ Employee as City Manager, and Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice, and direction of Employer.

1.2 Employee's employment as City Manager under this Agreement shall commence September 16, 2021. Pursuant to Article 6 of the Charter and Chapter 2, Article 3 of the City of Rifle Municipal Code (the "Code"), the City Manager serves as the chief administrative officer of the City and is directly responsible to the City Council for the administration of the City. All City Council direction to the City shall be through the City Manager. The City Manager shall report to and serve at the pleasure of City Council.

1.3 Employee shall perform all duties required of the City Manager by Section 6.4 of the Charter, the City Code, City Personnel Manual, and as requested by City Council. Employee shall also be responsible for performance of duties set forth in Section Two below and such other legally permissible and proper duties and functions as may be assigned from time to time by the City Council.

1.4 Employee is an exempt employee without set hours of work, but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. Employee may engage in such activities as teaching, writing and professional consultation, so long as the activity does not conflict with the interests of the City.

SECTION TWO – DUTIES

Employee shall have the power and duties set forth in Section 6.4 of the Charter and such other powers and duties as are now or may hereafter be prescribed by state law, the Charter, and the ordinances of the City. Such duties shall include, but not be limited to, the following:

- (A) Those duties specifically enumerated in Section 6.4 of the Charter.
- (B) Efficient day-to-day administration and operation of the City, including supervision and control over all City departments.
- (C) Provide for the sound financial operation of the City, and the preparation and presentation to the City Council of an annual budget, as well as the provision of regular updates to the City Council as to the financial condition of the City.
- (D) Develop and maintain good relationships with other municipal, county, state, and other governmental jurisdictions, local businesses, educational institutions, and local non-profit organizations supporting the City's mission and purpose.
- (E) Acting as spokesperson for the City's positions and policies to media representatives, elected officials, and the public at large.
- (F) Enforce all terms and conditions imposed in favor of the City or its inhabitants in the Charter, Code, adopted ordinances, contracts, or public utility franchises, and upon knowledge of any violation thereof, report the same to the City Council for such action and proceedings as may be necessary.
- (G) Attend City Council meetings and participate in discussions with the City Council in an advisory capacity.
- (H) Perform all additional duties as may be reasonably designated by the City Council.

SECTION THREE – TERM OF EMPLOYMENT

3.1 The initial term of this Agreement shall be for 24 months from September 16, 2021, to September 15, 2023, subject to annual appropriation in the City's normal budget process at the salary stated in Section Four, below. Employee's work performance shall be reviewed after six and 12 months. Thereafter, City Council shall review Employee's work performance annually.

3.2 Employee agrees to remain in the exclusive employment of Employer during the initial term of this Agreement and any additional terms unless prior written permission is granted by Employer. Employee shall devote all of Employee's professional time, attention, knowledge, and skills solely to the business and interest of Employer. Employer shall be entitled to all of the benefits arising from or incident to all work, services, and advice of Employee, and Employee shall not, during the term of this Agreement, maintain other employment.

SECTION FOUR – SALARY AND BENEFITS

4.1 Compensation. City agrees to pay Employee for services rendered pursuant hereto, an annual base salary of \$145,000.00 per calendar year, payable in installments at the same time as other employees of the City are paid. Compensation shall be reviewed annually with the City's normal budget cycle with the first adjustment available to Employee's compensation effective on September 16, 2022; provided, however, any wage adjustments to City employees will also apply to Employee's salary. Employee acknowledges and agrees that the total compensation to Employee may not exceed 105% of the average of the total compensation paid to City Managers of the approximate population of the City.

4.2 Automobile. Employee shall have use of a City fleet automobile of his choosing for professional and personal use.

4.3 Benefits. Employer shall provide Employee with health, retirement, paid leave and other employment benefits offered to its full-time supervisory employees as set forth in its Personnel Manual that have completed 15 years of service with the City (currently 7.69 hours of vacation accumulating each pay period with a maximum annual vacation carryover of 400 hours), as such manual may be amended by the City Council from time to time. Employee currently obtains health insurance from an outside provider, and for as long as that continues, the City shall pay Employee a health insurance allowance in the amount the City would otherwise pay for health insurance for full-time employees at the coverage level of Employee plus qualifying dependents on its group plan.

4.4 Equipment: The City agrees to budget and pay for a cell phone and laptop computer for the Employee. Equipment shall be used primarily for business purposes, but may be used for personal use. The Employee agrees to provide the corresponding contact number to all Council members, department heads, and Employee's office staff. The Employee agrees to provide calendar information to the Employee's office staff.

4.5 Reimbursement expenses: The City shall reimburse, or may pay in advance, reasonable job-related expenses Employee incurs while performing City Manager duties as budgeted.

SECTION FIVE – TERMINATION AND SEVERANCE PAY

5.1 For the purpose of this provision, termination shall occur whenever the majority of the City Council votes to terminate Employee at a duly authorized City Council meeting.

5.2 In the event Employee is terminated by Employer prior to the end of the contract term without cause and Employee is willing and able to satisfactorily perform the duties of City Manager at the time of termination, City shall pay Employee a sum equal to three times the Employee's monthly gross salary, plus all accrued and unused vacation time at the current rate of pay, plus a sum equal to three months of COBRA coverage comparable to the insurance benefits provided to Employee at the time of termination.

5.3 Any severance pay to be paid under the terms of this Agreement shall be paid in monthly installments or as a lump sum, at Employee's discretion.

5.4 Any severance payment made under any provision of this Agreement shall be contingent on Employee's execution of a full and complete waiver and release of claims or actions arising out of Employee's employment, or termination thereof. No severance payments shall be made under this Agreement until after expiration of any statutory period of revocation to which Employee might be entitled.

5.5 If Employee is terminated for cause, Employer is not obligated to pay severance under this Section. For purposes of this Agreement, the following shall constitute "cause" termination: (1) conviction associated with the commission of a crime of moral turpitude such as an act of fraud or a crime of dishonesty; (2) any felony conviction; (3) willful violation of City policy; (4) negligence or willful malfeasance of Employee's duties and responsibilities required under this Agreement; or (5) Employee's prolonged unexcused absence from employment (other than by reason of disability due to physical or mental illness).

5.6 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Employee's power to resign at any time from this position. If Employee resigns, Employer is not obligated to pay severance. In the event Employee desires to resign from the City Manager position, Employee shall give the City 30 days' written notice in advance, unless the City Council otherwise agrees.

SECTION SIX – PROFESSIONAL DEVELOPMENT

Subject to such amounts as may be budgeted and appropriated by the City in its sole discretion, the City agrees to pay the dues, registration fees, travel, and subsistence expenses of Employee for professional and official memberships, travel, meetings, and occasions adequate to continue the professional development of Employee and to pursue necessary official and other functions for the City as may be determined and approved by the City.

SECTION SEVEN – RESIDENCY

Pursuant to Section 6.2 of the Charter, Employee shall reside within the corporate limits of the City, as they exist from time to time.

SECTION EIGHT – ADDITIONAL PROVISIONS

8.1 The text herein shall constitute the entire Agreement between the Parties and supersedes all prior agreements.

8.2 The Agreement is personal to each of the Parties hereto and neither Party may assign nor delegate and of its rights or obligations hereunder without first obtaining written consent of the other Party.

8.3 Any promises or covenants of the City pursuant to this Agreement requiring the payment or disbursement of any money by the City shall be subject to annual budgeting and appropriation.

8.4 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

8.5 This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

8.6 Any dispute between the Parties arising out of this Agreement shall be resolved by the filing of an action in Garfield County, the Parties waiving their right to trial by jury and to appeal the determination of the trial judge other than for judicial misconduct. The prevailing party in such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees.

IN WITNESS WHEREOF, the Parties have agreed to and executed this Agreement to be effective the day and year first written above.

EMPLOYER:
CITY OF RIFLE, COLORADO

Barbara Clifton, Mayor

ATTEST:

City Clerk

EMPLOYEE:

By: _____
Thomas Klein



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

09/10/2021

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Report to City Manager 09.10.2021

WORK REPORT TO CITY MANAGER

09.10.2021

PIO

- Press release regarding holiday closure.
- Press release regarding Warrant Amnesty Day.
- Assisted with City Manager Update Video with Scott and Carlos. This is the last one by Scott and next week will be the first from Tommy. We will be switching from weekly to monthly unless things come up which necessitate a greater frequency.
- Continuing updates on website and social media on local issues and citizen concerns.

COURT

- Handled 44 adult cases and 4 juvenile cases on September 1 court day.
- Judge Zerbi attended the first meeting of a legislative group discussing HB21-1314 which directed a diverse group of stakeholders to come up with alternatives to placing holds on driver's licenses. Judge Zerbi is one of only two judges selected for this committee.
- Sheriff Vallario reopened the jail for municipal cases after the lengthy COVID closure. The first day, we handled 7 inmates by phone. It's great to be clearing out old cases.
- Had first budget meeting with Michelle and Tommy.
- Deputy Court Clerk Janet Grossman attended training in Littleton.

POLICE DEPARTMENT

- The Sargento Carlos page has 670,438 followers!
- Officers have been instructed to strictly enforce truck route violations.
- The PD has completed strategic planning for 2022-2027 and we are in the process of completing the document.
- Since our last report, Edgar and Chuck were instrumental in recovering 2 pounds of methamphetamine, cocaine and counterfeit pills.

CITY MANAGER'S OFFICE

- We are in the process of translating the city survey document into Spanish. The survey group wanted to use a link for access to a Spanish version of the survey, but we decided to mail an English and Spanish version together. The addition of the Spanish version cost an additional \$2,500, but it is a small price to pay for validity. The total cost of the project will be \$16,500.
- Heather and I met at the site of the new animal shelter regarding the dog park. The proposed area will need grading and likely a retaining wall. We are looking for a grant to offset costs.

- Michelle and I have been reviewing the budgets.
- The procurement code project is underway.

PARKS & RECREATION

- The City of Rifle H.R. Department has been moved to the Rifle Justice Center for the duration of the construction project. Please contact Danielle and Jennifer at their normal extensions; Danielle 970-665-6403, Jennifer 970-665-6411.
- The mailroom/workroom at City Hall is now located in Danielle's former space. Only the east door of that space will be operable. Rifle Community TV is temporarily located in the main conference room during construction.
- Interior demolition starts next week, on 9/13, and will affect areas throughout the building. Troy Reynolds, the Project Superintendent, is communicating with staff regarding their respective areas.
- Exterior demolition of the planter area south of the building is scheduled to begin on 9/13 as well. This will facilitate ADA access to the 1st floor of the building.
- Staff has chosen to keep the Centennial Park Spray Pad open for an extended time. With the warmer daytime highs, we may not shut down until the end of September. We will post a close date, ahead of time, for the public.
- Rifle Climbers Coalition will be doing some service projects in Rifle Mountain Park in the next couple of weeks. Path stabilization, pulling fallen trees out of Rifle Creek, picking up trash, and leveling road base to fill pot holes in parking areas are a few of their contributions.
- Tickets are on sale for a number of events at the Ute. Go to Utetheater.com for details. CASH'D OUT: A Johnny Cash Show, is set for September 17th.
- Thanks to the O & M crew for doing a great job with replacement of several culverts and irrigation drainage improvements on the Morrow Draw Trail.
- Youth Flag Football, Fall Archery, Youth Soccer and the Adult Cornhole League are fall offerings that are underway or starting shortly.
- Thanks to the pool staff for a great season! The pool finished with large crowds on Monday. Shade canopies are already down and stored and some of the most dedicated staff will be working this Saturday for a big effort to clean and store equipment for the end of the season.

CITY CLERK

- Worked with the Garfield County Clerk to finalize the ballot language for the upcoming November 2, 2021 election.
- Coordinated a document shredding date (October 1, 2021) for all City departments to get rid of documents they no longer need to retain.

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 – seeking grant funding
- I-70 Exit 90 Gateway Beautification – to be re-bid in Spring 2022
- 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)
- RFQ for 5th Street and Ute Avenue Improvements, which includes surface improvements, sidewalk, and water distribution pipeline improvements.
- Submission of application for a FML Mini-Grant for South Rifle Trail

The following are projects currently under construction:

- Railroad Avenue Rehabilitation project: 300 block of Railroad Ave north to 5th Street - construction of curb/gutter/sidewalk/landscape.
- Xcel Energy upgrade to gas distribution system – September 8, 2021; restoration crew to complete gas upgrade area by September 30th. Xcel Energy Electric to commence work in undergrounding, the week of September 7, 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
- Construction of Valley Pan in the alley east of Railroad Avenue between 4th & 5th Streets.

Two weeks look-ahead

- 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
- Completion of Kumar geotechnical investigations and work to prepare reports for publishing in September
- Undergrounding of overhead electric lines in the downtown alley between 3rd & 4th Streets
- Completion of specifications and proposed purchase decisions regarding lease vehicles from Enterprise Fleet Management.