



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

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

5:30 PM - Workshop Meeting

Discussion and Review

- a. City Council Orientation
- b. Discuss Compensation for Employees

7:00 PM - Regular Meeting

- 1. **Call to Order & Roll Call**
- 2. **Pledge of Allegiance**
- 3. **Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
- 4. **Consent Agenda**
 - 4.a. Consider Minutes of the November 17, 2021, Regular Meeting
 - 4.b. Consider Minutes of the December 1, 2021, Organizational Meeting
 - 4.c. Consider Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195
 - 4.d. Consider Liquor License Renewal for J&L, Inc. dba Shanghai Garden
 - 4.e. Consider Ratification of Amendment to Resolution No. 13, Series of 2021
 - 4.f. Consider Approval of Expenditure Related to the Grand River Hospital District Site Improvement Agreement
- 5. **Action, if any, on Workshop Items**
- 6. **Presentation**
 - 6.a. Rifle Downtown Project Update

7. Public Hearing

- 7.a.** Consider Application for Conditional Use Permit CUP 2021-048 for an Internet Satellite Communication Tower

8. Regular Agenda

- 8.a.** Consider I-70 Gateway Beautification Contract with Martinez Western Constructors

9. Administrative Reports

- 9.a.** Report to City Manager

10. Comments from Mayor and Council

11. Adjournment



**CITY OF RIFLE
AGENDA ITEM REPORT**

MEETING DATE: December 15, 2021

Agenda Item #a.

Agenda Item Name:

City Council Orientation

Presenter:

Sam Light

Item Description:

City Council Orientation presented by CIRSA representative Sam Light

Recommended Action:

N/A

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

This orientation will cover the role of the elected official, ethics and conduct, and other important topics that relate to both newly elected and experienced council members.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Rifle 12-15-21
2. Email-Suggestions-for-Elected-Appointed-Officials_5-17-2021
3. QJ Handout



Seven Key Commitments for Success in Public Office

Presented by Sam Light, CIRSA General Counsel



City Council Training December 15, 2021

Introduction

Presentation Overview

•Key commitments that will enhance your effectiveness and success and as a City official – which in turn will reduce risk for the City and you individually. Topics we will touch on include:

- The role of public official
- Transparency
- Running good meetings
- Ethical obligations
- The City's structure & liability
- Due process requirements

•Presentation is a training resource only; is not intended to address or provide legal advice on any specific, pending issues.

One: Commit to the Role of Public Official

- Being a public official means your role has changed:
 - Citizen-government official (24/7!)
 - Outsider-insider
 - Critic/proponent-representative
- The role requires an understanding that in the eyes of the community, you are always a public official.

One: Commit to the Role of Public Official

•When you became a City official, you agreed to uphold and follow applicable laws, including the City's charter, ordinances, etc. What does that commitment embody?

- A commitment to respect your role/responsibility in the City structure.
- A commitment to lawful conduct, including following the City's rules, procedures and criteria in making decisions.
- A commitment to ethical practices.
- A commitment to professional courtesy and respect for one another's divergent viewpoints and styles.

One: Commit to the Role of Public Official

- Whatever your role may have been to the City previously, you are now all elected leaders – guardians – stewards – fiduciaries - of the City.
 - The protection of the City's interests and assets is perhaps your most critical function now.
 - The guiding principle in decision making should always be, “what is the right thing for the City?”
- As the governing body, take the time you need—and obtain the information you need—to make decisions in service of these principles.

One: Commit to the Role of Public Official

- As local government officials, part of your role is delivering good governance which, at root, is based both practically and legally on a few core concepts:
- Openness & Transparency** (open meetings/records laws);
- Fundamental Fairness** (due process);
- Predictability & Evenhandedness** (equal protection, certiorari claims, etc.); and
- Mutuality of Respect**

Two: Commit to Transparency

- Transparency is a basic expectation for public entities.
- Citizens take interest in the goings-on of the City, how/when those goings-on are discussed, and the opportunities afforded to them to listen in on/participate in the discussion.
- A lack of transparency can cause massive trust and credibility issues, and potential claims/disputes over compliance.

Two: Commit to Transparency

- The Open Meetings Law (OML) applies to all meetings of the City Council and other boards, commissions, etc.
- Applies to 3 or more or a quorum, whichever is less.
- Requires discussion/action on public business to take place at a meeting open to the public.
- And, if action will be taken or a quorum will be present, there must be timely notice—agenda posted at least 24 hours in advance.

Two: Commit to Transparency

- A “meeting” includes any gathering to discuss public business, in person, by phone, or electronically (e-mail, etc).
- The OML permits executive sessions only for limited and specified purposes and following specified procedures. Make sure your executive session procedures are set up to comply with OML. https://www.cirsa.org/member_resource/colorado-court-of-appeals-weighs-in-on-the-calling-of-executive-sessions-youll-want-to-read-this/.
- Keep in mind: The policy of the OML is that “the formation of public policy is public business and may not be conducted in secret.” Thus, don’t subscribe to parallel processes that could heighten OML risks.

Two: Commit to Transparency

- How can you break faith with the OML? Let's count some ways...
 - A duly authorized executive session is convened but discussion veers off the announced topic. What to do?
 - Three members of Council have a lengthy e-mail exchange about the merits of a policy question that is on the next agenda. (Recently adopted House Bill 21-1025 will bring some clarity regarding application of the OML to e-mails; see, <https://www.cirsa.org/news/how-the-colorado-open-meetings-law-applies-to-elected-officials-email/>).
- Using social media as a public official? See <https://www.cirsa.org/news/social-media-use-by-elected-officials/>.

Two (b): Protect the City's Confidences

A Scenario

In executive session the Council develops a strategy for negotiating the purchase of a vacant lot, which the City intends to develop into a public park. The appraiser's confidential report states a value range of \$475,000-525,000, and the Council's instruction is that the Mayor and City Manager should meet with the landowner and negotiate for a contract up to \$500,000. Councilmember Smith sees the landowner at the coffee shop the next day and, eager to get the deal moving, tells him the City is willing to pay \$500,000 and may go higher as the appraiser thinks the property may be worth up to \$525,000. Problem?

Three: Commit to Running Good Meetings

• Plan for...and lay the groundwork for...orderly & productive public meetings! Great meetings don't usually happen by happenstance.

- Give the agenda the time, attention and focus it deserves.
- Use and expect civility in your meetings.
- Maintain a degree of formality at meetings.
- Develop process rules, guidelines and/or norms of conduct. Use simple rules of procedure to facilitate, not debilitate.

Three: Commit to Running Good Meetings

- Find time for self-examination if meetings aren't going well:
 - Are our “public comment” periods turning into “public inquisition” periods or “public argument” periods? How do we handle public comments?
 - Do we “suffer” from lack of focus or excessive informality?
 - Are parties speaking on/over/across/for each other?
 - Are we undermining fruitful discussions via preemptive strikes and/or hidden agendas?
 - What are the dynamics that are allowing this to happen?

Four: Commit to Ethical Conduct

- In Colorado, ethics scandals are rare – but happen from time to time.
- Ethical misjudgments greatly undermine public confidence in public bodies, and appearances of conflicts can be just as damaging as actual conflicts.
- Can result in personal criminal and civil liability.
- There is often a “personal benefit” exclusion from public officials’ liability coverage.

Five: Commit to Ethical Conduct

- Ethical scandals don't happen all that often and they can be exciting to read about—when they don't involve us!
- Become familiar with your Code of Conduct (Rifle Municipal Code Chapter 2, Article XIII). Make it your “best friend” in resolving ethics issues. Some key areas:
 - Conflicts of Interest: Disclose, recuse, don't vote, and don't attempt to influence others.
 - Don't disclose or use any confidential information for personal benefit.
 - Decline any gifts that seem to be connected to your service (and abide by gift rules).

Five: Commit to Supporting the City Structure

- Everyone within the organization has a “job description”—it is important that you honor your “job description,” both to help ensure the organization functions at a high level, and to avoid risks of liability, including the risk of personal liability!
- You have protection from personal liability if you are “within the scope of employment” and not acting “willfully and wantonly.”
- Means everyone needs to know and respect their “job description.”
- Conduct that is “outside the scope” or “willful and wanton” can result in a loss of governmental immunity and create liability, including the potential of personal liability for you. Can also result in potential loss of insurance coverage.

Five: Commit to Supporting the City Structure

- Tips to support the structure and avoid concerns around “role discipline” and “scope”:
 - Understand “job description” and stay within it. Look to your structural documents.
 - Your role is a group role; if you are thinking of acting individually, ask whether you have authority to act (and if you don’t, don’t do it).
 - Recognize that elected officials act primarily as a BODY, and exercise responsibilities mainly by VOTING in a PUBLIC MEETING.
 - Therefore, think “We” ... not “I”! If you find yourself about to act in terms of “I” rather than “we” ...that’s a red flag.

Five: Commit to Supporting the City Structure

- Role discipline (and its positive impacts) requires recognition that the governing body is not “seven councils of one” but rather one Council of seven...the VOICE OF COUNCIL.
- This commitment sometimes requires:
 - Setting aside a personal interest or agenda when there is lack of support.
 - Accepting “the Council has spoken” though one may have preferred a different outcome.
 - Patience in terms of waiting until a matter is “ripe” for the governing body’s discussion and decision. A corresponding risk is that others may look to hold you accountable for “making promises” or “assuring outcomes.”

Five: Commit to Supporting the City Structure

- Adherence to the organizational structure is important in the area of employee relations:
 - Except for the City Council's few direct reports, elected and appointed officials are not employee supervisors. Rather, under your organizational structure, the Manager is responsible for supervision of employees (Charter 3.10). Therefore:
 - Don't get individually and improperly involved in personnel issues.
 - Don't engage in or facilitate activities that bypass the City's chain of command or personnel rules.
 - If you receive or have concerns, trust that your Manager is your point of contact.
 - Focus appropriate Council attention on supervision of direct reports.

Five: Commit to Supporting the City Structure

Deliberate with Many Voices; Speak with One Voice

- Recognize that while your Council is made up of individuals, each with different goals and priorities; it is a single body.
- Therefore, resolve to speak with one voice to your support staff, and follow established channels.
- The Council is responsible for sorting out and reconciling the views and priorities of its members, so that it can speak with one voice. This is how the Council achieves clarity, credibility and accountability to its voice.

Six: Commit to Providing Due Process

- While the Council has the paramount role of policy making (or legislative matters), the Council also has a “quasi-judicial” role.
- This is when you are deciding specific “cases,” or “applications” and for these “quasi-judicial” matters—including most land use applications—the members are essentially acting as judges and therefore must behave like judges.
- In this role you are required by law to provide “due process” and a failure to provide due process exposes you and the City to liability.

Six: Commit to Providing Due Process

- A quasi-judicial decision is one that:
 - Determines the rights of a specific person/entity for a specific property (or protected property interest).
 - Is based on facts developed at a hearing to resolve the particular interests in question. In this process, you are called upon to apply existing legal standards to a specific case.
- The key characteristics of a quasi-judicial process are notice, a hearing, and a decision based on the record and set criteria, by a fair and impartial decision-maker—that's you!
- Quasi-Judges—familiarize yourself with the QJ rules of engagement! See these CIRSA videos: https://www.youtube.com/watch?v=mPz-P7A_qlc and <https://www.cirsa.org/wp-content/uploads/2020/05/Quasi-Judicial-Proceedings.mp4>

Due Process - Tips for Quasi-Judges

- Limit your involvement to just your participation at the public hearing.
- Don't engage with one side or the other, or with your fellow members, before or outside the hearing (ex parte contacts). This is a critical responsibility that goes along with your power to decide quasi-judicial matters.
- Remain neutral; don't make up your mind before the hearing and don't make prejudicial pre-hearing statements.
- Don't make your decision on the basis of irrelevant or non-existent standards. Base your decision only on the applicable criteria.

Due Process - Tips for Quasi-Judges (and Beyond!)

- Deliberations Matter - Whether you're in "policy" mode or "quasi-judicial" mode, group deliberation is important. Your Council's discussions are where:
 - Your group formulates the bases of its impending decision.
 - The applicant (if any), the public, and others obtain an understanding of your position.
 - If the matter is QJ, your discussions are what a reviewing judge will look at to understand why you decided the matter as you did (and whether you followed your own rules).
 - So Discuss and Deliberate – Talk Amongst Yourselves!! Use Sam's "Rule of Why."

Seven: Embrace Wise Leadership

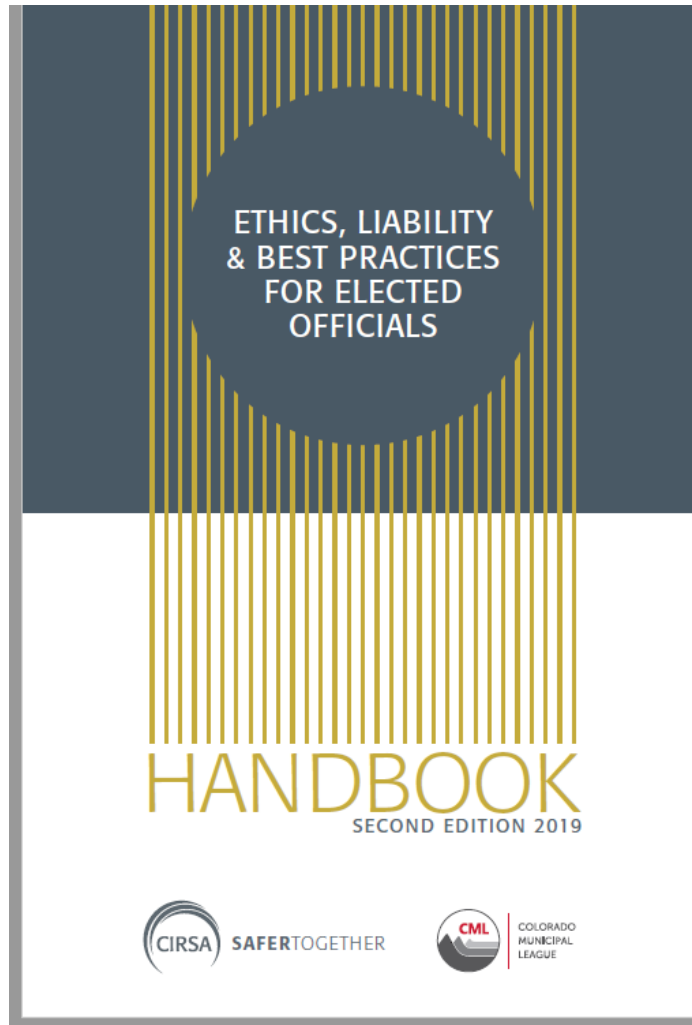
- As a body, commit to a “no surprises” approach while dealing with one another and staff.
- Deal effectively with discord. Every public body has disagreements but discord should not drive meetings, your agenda, etc. And folks can disagree without being disagreeable.
- Recognize that certain liability risks—in particular civil rights claims—can be exacerbated by “bad facts” that suggest (or are perceived to be based upon) retaliatory or reactive conduct. To build faith and trust (and reduce risk) use courtesy, tact, and diplomacy.
- Recognize you set the tone for the whole organization in terms of the treatment of employees, citizens, and the business community.
- Always keep in mind that you are the stewards of the City’s best interests and assets.

Conclusion

Thank you for your public service!

And for the opportunity to present.

Resources



CIRSA Elected Officials Handbook:

<https://www.cirsa.org/wp-content/uploads/2019/06/EthicsLiabilityBestPracticesHandbookForElectedOfficials.pdf>

CIRSA Executive Director Tami Tanoue's Webinar on Ethics, Liability, and Best Practices for Elected Officials:

<https://www.cirsa.org/wp-content/uploads/2020/05/Ethics-Liability-and-Best-Practices-Webinar-2020.mp4>

Other CIRSA elected and appointed officials' resources: <https://www.cirsa.org/safety-training/elected-officials/>.

Conclusion

Colorado Intergovernmental Risk Sharing Agency

- Not a commercial insurance company; CIRSA is a Colorado public entity self-insurance pool for property, liability, and workers' compensation coverages.
- Formed in 1982 by an intergovernmental agreement of 18 municipalities pursuant to CML study committee recommendations.
- Total membership today stands at 282 member municipalities & affiliated entities:
 - 278 are members of the PC pool
 - 139 are members of WC pool
- CIRSA views proactive approaches to risk management as critical member services – is a win-win.
- More information at www.cirsa.org.

Conclusion

Speaker Bio

Sam Light is General Counsel for the Colorado Intergovernmental Risk Sharing Agency (CIRSA). Previously Mr. Light was a partner with the Denver law firm of Light | Kelly, P.C., specializing in municipal and other public entity law, insurance law and defense of public entities and elected officials. Sam is a frequent speaker on municipal law and has practiced in Colorado since 1993.

CIRSA Training: Email Suggestions for Elected & Appointed Officials

By Sam Light, CIRSA General Counsel

The use of email by elected or appointed officials to discuss public business raises issues under both the Colorado Open Meetings Law (“OML”), C.R.S. § 24-6-401 et seq., and the Colorado Open Records Law (“CORA”), C.R.S. § 24-72-201 et seq. The OML recognizes that discussions by email can trigger notice and openness requirements. Specifically, the OML provides that any meeting of a quorum, or three or more members of a local public body (whichever is less), at which public business is discussed or at which formal action may occur must be open to the public. Also, the meeting must be preceded by proper notice if a quorum will be present, or any action will be taken. A meeting can include a discussion that occurs by phone or email.

Additionally, CORA recognizes that public records can include emails of elected and appointed officials where the communications involve City/Town business or public funds and are made, maintained or kept by the City/Town as part of its operations. Under CORA, emails may be public records even if they do not trigger open meetings rules. Based on these rules, the following are suggested email “dos and don’ts:”

Email – Okay to Do

- Have a one-on-one discussion with another council/board member.
- Respond to constituent emails consistent with “role discipline.”
- Correspond directly with City/Town staff.
- Email other council/board members concerning scheduling and availability, or posing a question for later discussion, or sharing “FYI” only information. But, such communications must not morph into a discussion of the merits or substance of any public business.
- Copy other council/board members on an email, subject to the same limitation.
- Do use your City/Town-assigned email address and device, if applicable.

Email – Don’ts

- Do not use email (or similar technology) to discuss the merits or substance of any matter of public business among a quorum or more than two members (whichever is less), whether simultaneous and/or serial or not.
- Do not use email as a substitute for open public meeting discourse.
- Do not use email as a substitute for taking any official action.
- Do not “reply to all” on emails sent to more than two council/board members, excepting only emails that clearly have no policy purpose (e.g., “FYI” emails).
- Do not send messages that discuss both personal matter and public business.
- Most importantly, do not use email to discuss pending quasi-judicial matters.



CIRSA Training

Quasi-Judicial Handout

What does it mean to be acting in a quasi-judicial capacity?

- Acting like a judge
- Deciding the rights, duties or obligations of a specific person or entity
- Making a decision based on facts developed at a hearing
- Applying existing standards or criteria to the facts

Are we always in a quasi-judicial capacity?

- No, some actions are legislative, and others are administrative
- *Legislative* actions are more general and permanent, usually don't relate to a single person or entity, and affect their rights only in the abstract
- *Administrative* actions carry out existing policies and purposes, are generally temporary in operation or effect, and typically don't involve the need for notice or a hearing

So, what are some examples?

<u>Quasi-Judicial</u> <u>Think: Judge</u>	<u>Legislative</u> <u>Legislator</u>	<u>Administrative</u> <u>Executive</u>
Zoning/rezoning	Health/safety ordinance	Buying equipment
Development application	Master plan approval	Appointing boards
Subdivision request	Adoption of tax	Acting on contracts
Liquor licensing	Annexation	Operating policies
Variance request	Vacating a road	License agreements
Conditional or special review use	Amending development regulations	Determining benefits

Why are there special constraints on how we handle quasi-judicial matters?

- Because the due process clause and other laws require we ensure *fundamental fairness in the decision-making process*, which mandates the applicant and other interested parties have notice and a meaningful opportunity to be heard before a neutral and impartial decisionmaker
- Failure to adhere to these principles can increase the risk of personal liability and the risk that your decision will be overturned

So, what should I do/not do in relation to quasi-judicial matters?

- DO stick to your criteria – use the criteria list from your staff report or another summary if needed
- DO avoid ex parte (outside the hearing) contacts; that is, do not discuss quasi-judicial matters outside of the Board room hearing
- DO disclose unavoidable ex parte contacts
- DO avoid inappropriate confrontations or inquisitions
- DO take time (and ink) to decide – use a resolution and, particularly for complex or contentious cases, consider making a tentative decision and directing staff to prepare a draft resolution or order with conclusions of law and factual findings, for further consideration at your next meeting
- DO ask for staff advice on how the criteria operate
- DON'T make your decision based on irrelevant criteria
- DON'T make decision on things you “know” but didn’t learn at hearing
- DON'T participate if you weren’t there for the whole hearing (or at least listened to the tape of any portion you missed)
- DON'T participate if you have a conflict of interest...and know that even an appearance of impropriety can be as damaging as an actual conflict
- DON'T sign any "pro" or "con" petitions
- DON'T make up your mind before the hearing (bias)
- DON'T ignore the record; if all the evidence points to yes. . .

Another way to look at quasi-judicial decision making is to remember that you are acting like a judge, and ask yourself:

- Would a judge seek out citizens and invite or ask them to come and testify as witnesses in a case pending before the judge?
- Would a judge allow himself/herself to be “lobbied” on a pending matter at home or at the local supermarket?
- Would a judge compromise the appearance (and possibly reality) of fairness by singling out one side or another to be overly friendly with?
- Would a judge decide a matter in which the judge had a financial interest, or on which the judge’s mind was already made up?
- Would a judge make a public statement that could come back to haunt him/her later on in terms of displaying a possible bias?



Agenda Item #b.

Agenda Item Name:

Discuss Compensation for Employees

Presenter:

Brian Condie

Item Description:

Discuss Compensation for Employees

Recommended Action:

N/A

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

None



Agenda Item #4.a.

Agenda Item Name:

Consider Minutes of the November 17, 2021, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Minutes of the November 17, 2021, Regular Meeting

Recommended Action:

Move to approve the minutes of the November 17, 2021, City Council Regular Meeting

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Minutes of the November 17, 2021, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 11.17.2021 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

November 17, 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 Ed Green, Councilor Clint Hostetler, Councilor Joe Carpenter, Councilor Theresa Hamilton, and Councilor Sean Strode and Councilor Brian Condie.

Others Present:

City Manager Tommy Klein, City Attorney Jim Neu, City Clerk Misty Williams, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Public Works Director Brian Prunty, Civil Engineer Craig Spaulding, Recreation Program Manager Austin Rickstrew and Gil Frontella.

PUBLIC COMMENT

No public comments were heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the November 3, 2021 Regular Meeting
- B. Consider Liquor License Renewal for Box I, Inc. dba Jons Liquors
- C. Consider Text Amendments to Chapter 16 of the Rifle Municipal Code Related to Childcare Facilities – Ordinance No. 12, Series of 2021 – 2nd Reading
- D. Consider Amending Section 10-11-80 of the Rifle Municipal Code Regarding Amplified Noise – Ordinance No. 13, Series of 2021 – 2nd Reading

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

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

PRESENTATION

Rifle Downtown Project Update

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

PUBLIC HEARING

Consider Amended 2021 Budget and Supplemental Appropriation

Mayor Barbara Clifton opened the public hearing.

City Manager Tommy Klein presented and explained the supplemental budget appropriations. There is a net appropriation expenditure of \$360,000 and supplemental revenue of \$225,000. There was \$200,000 taken from the conservation trust fund and moved to the general fund for the purchase of Paradise Island. There was \$25,000 moved from the Conservation Trust to the Visitor Improvement Fund to help pay for the city trails at the Rifle Arches. The revenue appropriations of \$225,000 were cleared with the purchase of the island and the trail. City Manager Klein clarified how the conservation trust fund proceeds come from the State lottery and not from City taxes. The appropriation expenditures included payment advancement for 2021 construction work done for \$320,000, a \$20,000 payment to Mountain Waste and \$20,000 in legal fee payments totaling \$360,000. Notice Requirements have been met.

No public comment was received.

Mayor Barbara Clifton closed the public hearing.

REGULAR AGENDA

Consider Amending the Budget for year ending December 31, 2021 Resolution No. 11, Series of 2021

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

Consider Adopting Supplemental Appropriations for the Budget Year Ending December 31, 2021 Ordinance No. 15, Series of 2021

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

Councilor Theresa Hamilton moved to approve Resolution No. 11, Series of 2021 amending City Budget for year ending December 31, 2021 & Ordinance 15, 2021 Adopting Supplemental Appropriations for Budget year ending December 31, 2021 on first and only reading as presented, and order it to be published in full as required by Charter; seconded by Sean Strode.

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

Consider Adopting 2022 Budget Resolution No. 12, Series of 2021

City Manager Tommy Klein recommended the proposed 2022 budget.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.

Consider Adopting the Annual Appropriation for the 2022 Budget Ordinance No. 16, Series of 2021 Administrative Reports

Rifle City Council Meeting November 17, 2021

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO SETTING FORTH THE
ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1,
2022 AND ENDING DECEMBER 31, 2022.

Councilor Theresa Hamilton moved to approve Adopting Resolution No. 12, Series of 2021 and Adopting the Annual Appropriation for the 2022 Budget Ordinance No. 16, Series of 2021 Administrative Reports as presented, and order it to be published in full as required by Charter; seconded by Sean Strode.

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

Consider Amending Appendix A Regarding Refuse Collection and Water Rates Ordinance No. 14, Series of 2021-1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING REFUSE
COLLECTION AND WATER METER READING RATES.

City Manager Tommy Klein presented the consideration for amendment of Appendix A Regarding Refuse Collection and Water Rates - Ordinance No. 14, Series of 2021 – 1st Reading. City Manager Klein explained the sanitation contract review process that is held every year with Mountain Waste Sanitation. There are adjustments to the cost based on the consumer price index and the increased cost of diesel fuel. The rate for waste removal has increased to 7%. The 64 gallon garbage container fee will change from \$18.95/month to \$20.40/month. There will also be a water meter final reading fee change from \$8.00 to \$20.00. Notice of this will be given to the mortgage company when real estate sale is finalized.

Councilor Theresa Hamilton moved to approve amending Appendix A Regarding Refuse Collection and Water Rates Ordinance No. 14, Series of 2021-1st Reading as presented, and order it to be published by title as required by Charter; seconded by Clint Hostetler.

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

Report to City Manager

Reports were heard from City Attorney Jim Neu, City Manager Tommy Klein, Parks and Recreation Director Austin Rickstrew and City Clerk Misty Williams.

Comments from Mayor and Council

Comments were heard from Councilors Ed Green, Sean Strode, Clint Hostetler, Brian Condie, Joe Carpenter, Theresa Hamilton and Mayor Barbara Clifton.

Adjournment

Meeting adjourned at 8:04 p.m.

Misty Williams
City Clerk

Barb Clifton
Mayor



Agenda Item #4.b.

Agenda Item Name:

Consider Minutes of the December 1, 2021, Organizational Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Minutes of the December 1, 2021, Organizational Meeting

Recommended Action:

Move to approve the minutes of the December 1, 2021, Organizational Meeting

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Minutes of the December 1, 2021, Organizational Meeting

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 12.01.2021 DRAFT Minutes



RIFLE CITY COUNCIL

ORGANIZATIONAL MEETING

December 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 7:03 p.m. by City Clerk Misty Williams.

OATHS OF OFFICE

City Clerk Misty Williams administered Oaths of Office to newly elected Councilors Sean Strode, Clint Hostettler, Alicia Gresley, Chris Bornholdt, and Joe Carpenter.

Present at Roll Call:

Councilor Ed Green, Councilor Clint Hostettler, Councilor Joe Carpenter, Councilor Chris Bornholdt, Councilor Sean Strode, Councilor Alicia Gresley and Councilor Brian Condie.

Others Present:

City Manager Tommy Klein, City Attorney Jim Neu, City Clerk Misty Williams, Deputy City Clerk Alexis Ramirez, Rifle Community Television (RCTV) Michael Churchill, Planning Director Patrick Waller, Parks and Recreation Director Tom Whitmore, Director of the Roaring Fork Volunteers Becca Schild, Lieutenant Mike Kuper and family members of Alicia Gresley.

ELECTION OF MAYOR

Nominations were opened.

Councilor Carpenter nominated Ed Green to serve as Mayor; seconded by Councilor Condie. No other nominations were made.

The nominations were closed.

Councilor Hostettler moved to close nominations and elect Ed Green as Mayor; second by Councilor Condie.

Roll Call: Yes - Sean Strode, Joe Carpenter, Chris Bornholdt, Brian Condie, Clint Hostettler, Alicia Gresley, and Ed Green. No - None

Ed Green was proclaimed Mayor.

APPOINTMENT OF MAYOR PRO TEM

Mayor Ed Green appointed Brian Condie as Mayor Pro Tem.

APPOINTMENTS/ COUNCIL REPRESENTATIVES

Council discussed the various Council Representative appointments:

APPOINTMENT/ BOARD/ COMMITTEE

Rifle Area Chamber of Commerce
Downtown Development Authority

REPRESENTATIVE

Clint Hostettler
Alicia Gresley

ALTERNATE

Christ Bornholdt
Clint Hostettler

Rifle City Council Meeting December 1, 2021

Senior Center Advisory Board
Rifle Housing Authority
Energy Advisory Board
Rifle Creek Museum Board
Club 20
GRIT
Rifle Community Foundation
Garfield County Liaison
AGNC
PRAB

Joe Carpenter / Tami Sours
Clint Hostettler
Sean Strode
Brian Condie
Mayor Ed Green
Brian Condie
Sean Strode
Brian Condie
Brian Condie
Chris Bornholdt

Alicia Gresley
Sean Strode
Chris Bornholdt
Joe Carpenter
Joe Carpenter
Chris Bornholdt
Alicia Gresley
Chris Bornholdt
Ed Green
Sean Strode

Councilor Clint Hostettler moved to approve the Council Representative appointments; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Sean Strode, Joe Carpenter, Chris Bornholdt, Brian Condie, Clint Hostettler, Alicia Gresley, and Ed Green. No - None

PUBLIC COMMENT

No public comments were heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Amending Appendix A Regarding Refuse Collection and Water Rates – Ordinance No. 14, Series of 2021 – 2nd Reading

Councilor Brian Condie moved to approve Consent Agenda Item A; seconded by Councilor Clint Hostettler.

Roll Call: Yes - Sean Strode, Alicia Gresley, Clint Hostettler, Ed Green, Chris Bornholdt, Brian Condie, and Joe Carpenter. No - None

PRESENTATION

Roaring Fork Outdoor Volunteers (RFOV)

Roaring Fork Outdoor Volunteers (RFOV) Director Becca Schild provided a presentation on programs available to the community, an update on annual projects with the City of Rifle and opportunities for the future. Director Shields shared the RFOV strategic plan and new initiatives to recruit professional stewardship and volunteers. More information can be found on how to join the RFOV team by visiting their website at www.rfov.org.

REGULAR AGENDA

Consider 2021 Mill Levy Certification for 2022 Budget Year – Resolution No. 13, Series of 2021

A RESOLUTION OF THE CITY OF RIFLE, COLORADO LEVYING GENERAL PROPERTY TAXES TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE CITY OF RIFLE FOR THE 2022 BUDGET YEAR

City Manager Tommy Klein explained the 2021 Mill Levy Certification for 2022 Budget Year. The Mill Levy rate is certified every year on the assessed value as determined by Garfield County. The General Mill Levy generates \$633,151.00 and the DDA fund receives \$47,097.67 from property taxes; each amount gets funded to prospect accounts. The Garfield County Assessor certified the 2021 net assessed valuation for the City of Rifle is \$120,348,110. During the 2022 fiscal year, a tax levied of 5.261 mills upon each dollar of the total valuation is assessed on all taxable property within the City for the City's general operating expenses. Staff recommends approval of Resolution No. 13, Series of 2021.

Rifle City Council Meeting December 1, 2021

Councilor Clint Hostettler moved to approve 2021 Mill Levy Certification for 2022 Budget Year – Resolution No. 13, Series of 2021; seconded by Brian Condie.

Roll Call: Yes - Brian Condie, Joe Carpenter, Alicia Gresley, Ed Green, Chris Bornholdt, Clint Hostettler, and Sean Strobe. No - None

Report to City Manager

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

Comments from Mayor and Council

Comments were heard from Councilors Alicia Gresley, Sean Strobe, Chris Bornholdt, Clint Hostettler, Brian Condie, Joe Carpenter, and Mayor Ed Green.

Adjournment

Meeting adjourned at 8:01 p.m.

Misty Williams
City Clerk

Ed Green
Mayor



Agenda Item #4.c.

Agenda Item Name:

Consider Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195

Recommended Action:

Move to approve the Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

BPOE Lodge dba Rifle Lodge No. 2195 located at 501 W. 5th Street, Rifle, CO has submitted a Club Liquor License Renewal Application.

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

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 2021 Elks-Rifle Lodge - Renewal Application

Submit to Local Licensing Authority

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

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name DPOE Lodge		Doing Business As Name (DBA) Rifle Lodge NO 2195	
Liquor License # 04-09357-0002	License Type City Club License	Sales Tax License # 04093570002	Expiration Date Due Date
Business Address 501 W 5th St. Rifle CO 81650			Phone Number 970.625.2195
Mailing Address P.O. Box 1229 Rifle CO 81650		Email Club2195e1ks@outlook.com	
Operating Manager Tracey Wright	Date of Birth	Home Address	Phone Number

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Tracey Wright	Club manager
Signature	Date
[Signature]	12/1/21

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Tracey Wright am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of BPOE # 2195 Rifle Elk (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>BPOE 2195 Rifle Elk</u>		Social Security Number/Tax Identification Number <u>84-0508625</u>	
Address <u>501 W 5th</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number		Business/Work Phone Number <u>970-625-2195</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Tracey Wright</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>12/1/21</u>

Privacy Act Statement

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

Name of Establishment: Rifle Lodge #2195 BPOE

Employee Name	Trainer/Training Company Name	Date Certificate Expires
Tracey Wright	Tom Regan Resp. Vendor	8.8.24
Jill Wright	Tom Regan Res. Vendor	6.13.24
Larry Lavan	Tom Regan Res Vendor	8.22.22

Information about untrained employees or employees with expired certificates:

Employee Name	Manager (yes or no)	Date Hired	Date That Training Will Occur
Ratie Braby	no	not yet	Jan 2022

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this Verification of Responsible Serving/Selling of Alcohol Training is true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code and the Rifle Municipal Code which affect my license.

[Signature]
Applicant

12.1.21
Date

Attach additional sheets if necessary. Return this form with your Application.



Agenda Item #4.d.

Agenda Item Name:

Consider Liquor License Renewal for J&L, Inc. dba Shanghai Garden

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for J&L, Inc. dba Shanghai Garden

Recommended Action:

Move to approve the Liquor License Renewal for J&L, Inc. dba Shanghai Garden

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

J&L, Inc. dba Shanghai Garden located at 1538 Railroad Avenue, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

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

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 2021 Shanghai Garden - Renewal Application

SHANGHAI GARDEN
 1538 RAILROAD AVE
 Rifle CO 81650

Fees Due		Waived due to
Renewal Fee		20B-001
Storage Permit	\$100 X <u>0</u>	\$ <u>0</u>
Sidewalk Service Area	\$75.00	\$ <u>75</u>
Additional Optional Premise Hotel & Restaurant	\$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex	\$160.00 per facility	Waived due to 20B-001
Amount Due/Paid		\$ <u>75.00</u>

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name J&L, INC.		Doing Business As Name (DBA) SHANGHAI GARDEN		
Liquor License # 03-04063	License Type Hotel & Restaurant (city)	Sales Tax License # 30775479	Expiration Date 01/12/2022	Due Date 11/28/2021
Business Address 1538 RAILROAD AVE Rifle CO 81650		County Garfield	Phone Number 9706254430	
Mailing Address 1538 RAILROAD AVE Rifle CO 81650		Email jackchen300@yahoo.com		
Operating Manager Jack Chen	Date of Birth	Home Address		
1. Do you have legal possession of the premises at the street address above? <u>Yes</u> No Are the premises owned or rented? Owned <u>Rented*</u> *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <u>Yes</u> 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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				

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.

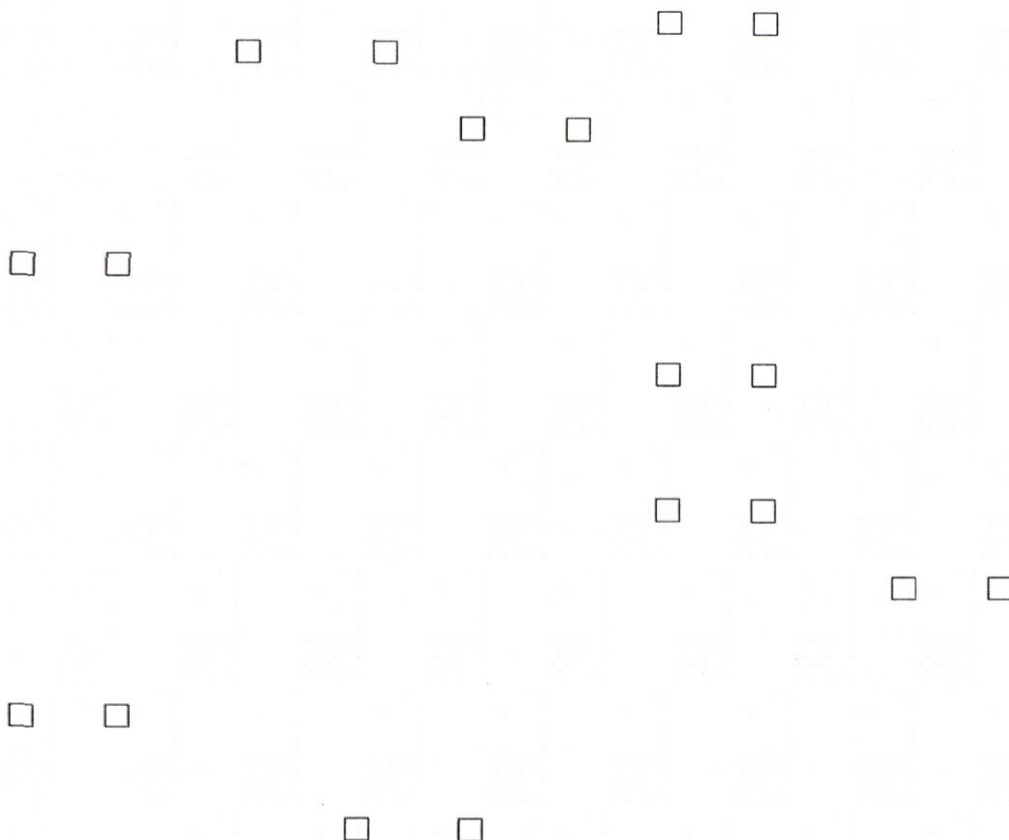
Type or Print Name of Applicant/Authorized Agent of Business Jack Chen	Title Owner
Signature <i>Jack Chen</i>	Date 11.16.2021

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest



Tax Check Authorization, Waiver, and Request to Release Information

I, Jack Chen am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of J&L, LLC DBA Shanghai Garden 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>J&L, LLC DBA Shanghai Garden (Jack Chen)</u>		Social Security Number/Tax Identification Number	
Address <u>1538 Railroad Ave</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number		Business/Work Phone Number <u>(970) 625-4430</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>Jack Chen</u>			Date signed <u>12.9.2021</u>

Privacy Act Statement

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



Agenda Item #4.e.

Agenda Item Name:

Consider Ratification of Amendment to Resolution No. 13, Series of 2021

Presenter:

Michelle Duran, Finance Director

Item Description:

Consider Ratification of Amendment to Resolution No. 13, Series of 2021

Recommended Action:

Move to approve the ratification of amendment to Resolution No. 13, Series of 2021

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

Resolution No. 13, Series of 2021 was approved at the December 1, 2021 Council meeting. A clerical error was made, hence the revised version of the Resolution being presented tonight.

Background Information:

N/A

Executive Summary:

This is a re-ratification of the mill levy, as the assessed amounts listed in the original Resolution had not been properly updated to reflect the latest assessed value. This change has no effect on the budget, as the correct figures were used in the estimate of property tax revenues for 2022. This change is merely the correction of a clerical error when preparing the Resolution. The rate of mill levy is still the same, and that is what was already certified.

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Resolution No.13 -Mill Levy 2021

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 13
SERIES OF 2021**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO LEVYING
GENERAL PROPERTY TAXES TO HELP DEFRAY THE COST OF
GOVERNMENT FOR THE CITY OF RIFLE FOR THE 2022 BUDGET YEAR

WHEREAS, the 2021 net assessed valuation for the City of Rifle as certified by the Garfield County Assessor is \$ 127,508,580; and

WHEREAS, the 2021 net assessed valuation for the Downtown Development Authority of the City of Rifle as certified by the Garfield County Assessor is \$ 12,475,540; and

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

1. The aforementioned recitals are hereby fully incorporated herein and adopted as findings and determinations by the City Council.

2. That for the purpose of meeting general operating expenses of the City of Rifle during the 2022 fiscal year there is levied a tax of 5.261 mills upon each dollar of the total valuation for assessment of all taxable property within the City; and

3. That for the purpose of meeting general operating expenses of the Downtown Development Authority during the 2022 fiscal year there is levied a tax of 3.774 mills upon each dollar of total valuation for assessment of all taxable property within the Downtown Development Authority of the City of Rifle; and

4. That the Mayor is hereby authorized and directed to certify to the County Commissioners of Garfield County, Colorado, the mill levies for the City of Rifle and the Downtown Development Authority of the City of Rifle as herein above determined and set pursuant to C.R.S. 39-5-128(1).

ADOPTED this 1st day of December 2021.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #4.f.

Agenda Item Name:

Consider Approval of Expenditure Related to the Grand River Hospital District Site Improvement Agreement

Presenter:

Brian Prunty, Public Works Director

Item Description:

Previously approved expenditure regarding site plan improvements and redevelopment agreement.

Recommended Action:

Move to approve the roadway improvement expenditure in the amount of \$220,000 in accordance with the Grand River Hospital District for Site Improvement Agreement.

Fiscal Impact:

Improvement of a road section due for expenditure.

Operational Impact:

Minimal maintenance on this road section for at least 7 years; provides better alignment and drainage management.

Prior Board Motions:

A cost-sharing initiative was put in place and subsequently approved by the Council on August 7, 2019.

Background Information:

A cost-sharing initiative was put in place and subsequently approved by the Council on August 7, 2019. Council desired to help facilitate the project and partner with Grand River Hospital District in the reconstruction of a portion of Hospital Hill Road.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. GRHD Memo

2. Grand River Health Letter
3. GRHD Site Plan Improvement Agreement
4. GRHD Purchase Request



TO: Thomas Klein, City Manager
FROM: Brian Prunty, Public Works Director
CC: Michelle Duran, Finance Director
DATE: December 7, 2021
RE: GRHD 3rd Street & Hospital Hill Improvements

Under a presentation by Nathan Lindquist with Grand River Hospital District (GRHD), City Council desired to participate in the construction and funding of a new GRHD Long-term Care Facility. This was discussed in Workshop of the January 16, 2019 City Council meeting. Subsequently, Council approved an expenditure of \$220,000 to be funded from the Street Improvement Fund as outlined in a **Site Plan Improvements and Redevelopment Agreement with Grand River Hospital District** on August 7, 2021. Money was budgeted and provided in our 2020 Budget and then again in the 2021 Budget, as it was not spent in 2020.

Since this was already an approved expenditure, I will seek approval of the expenditure in a Consent Agenda item. Attached is the Purchase Request for our pre-approved obligation.

Attachment.



City of Rifle
202 Railroad Avenue
P O Box 1908
Rifle CO 81650



Our multi-stage construction project at the Grand River Health Care Center is now complete. The project has been inspected and approved by local and state authorities having jurisdiction and we now hold our final Certificate of Occupancy.

As you know in addition to the new building and grounds, a realignment of Hospital Hill Road and Third Street was included in this project. Road construction was regularly inspected and approved throughout the project by representatives of the Rifle Department of Public Works. Road construction was substantially completed the third week of July. We received final inspection and the road was opened to the public on Monday, July 26th. Based on the use of the road by the public, we request that the Acceptance Date and the start of the 12-month warranty be dated July 26th, 2021.

Documentation required by our agreement with the City is included in this packet as follows:

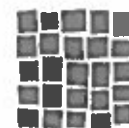
- Status of Improvements letter from Landmark Consultants, Inc.
- Construction Drawings with contractor redlines identifying the constructed conditions
- As Built information surveyed by Polaris Surveying provided for the City's GIS mapping
- Materials Testing Summary prepared by CTL Thompson
- Construction Photos provided by FCI Constructors
- Construction Cost Summary provided by FCI Constructors and Grand River Hospital District

Also included are the Certificate of Final Completion and an invoice for the \$220,000 reimbursement fee per our agreement. Please sign the certificate and send it with your payment to:

Grand River Hospital District
501 Airport Road
P O Box 912
Rifle Colorado 81650
Attention: Constance Wilmot

Thank you,

Constance Wilmot
Construction Management Director
Grand River Health



DAVIS
PARTNERSHIP
ARCHITECTS

CERTIFICATE OF FINAL COMPLETION

CONSTRUCTION PHASE

PROJECT: Grand River Health – Care Center – Road Relocation 701 E. 5 th Street Rifle, CO 81650	CONTRACT INFORMATION: General Construction	FINAL COMPLETION DATE: 07/26/2021
OWNER: Grand River Health 501 Airport Road Rifle, CO 81650	ARCHITECT: Davis Partnership Architects 2901 Blake Street, Suite 100 Denver, CO 80205	CONTRACTOR: FCI Constructors, Inc. P.O. Box 1767 (81502) 3070 I-70 Business Loop, Bld. A Grand Junction, CO 81504

The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor, Architect, and the Authorities Having Jurisdiction. The Construction Phase of the Project as outlined in the Contract Documents is hereby declared to be completed final on the above date.

DENVER OFFICE
2901 Blake Street, Suite 100
Denver, CO 80205
303.861.8555

www.davispartnership.com

The list of items associated with the Certificate of Substantial Completion have been satisfactorily completed.

Davis Partnership Architects *Ann H. Adams* Ann H. Adams, Principal 9-29-2021

ARCHITECT (firm name)	SIGNATURE	PRINTED NAME AND TITLE	DATE
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FCI Constructors, Inc. *Cody L. Lyster* Cody L. Lyster Project Manager 10/1/2021

CONTRACTOR (firm name)	SIGNATURE	PRINTED NAME AND TITLE	DATE
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Grand River Health *C. Wilmot* Constance Wilmot, Construction Manager 9-29-2021

OWNER	SIGNATURE	PRINTED NAME AND TITLE	DATE
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City of Rifle *Brian G. Prunty* BRIAN G. Prunty, Public Works Dir 12/8/2021

CITY PUBLIC WORKS DIRECTOR	SIGNATURE	PRINTED NAME AND TITLE	DATE
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Definitions:

FINAL COMPLETION - The date of final completion of the Construction Phase of the Project is the date when the construction is finally completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties so that the Owner can utilize the Project for the use which it was intended. In addition, deficiencies listed in the Certificate of Substantial Completion have been corrected.

Grand River Hospital District
501 Airport Rd.
PO Box 912
Rifle, CO 81650
Phone 970.625.1510



10.1.2021

BILL TO

City of Rifle
202 Railroad
PO Box 1908
Rifle, CO 81650
970.665.6449

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Hospital Hill Rd./3rd Street		
	Road realignment		\$220,000.00
TOTAL			\$220,000.00

Terms: Net 45 days.

SITE PLAN IMPROVEMENTS AND REDEVELOPMENT AGREEMENT

THIS AGREEMENT made this 7 day of August, 2019, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and GRAND RIVER HOSPITAL DISTRICT, a Colorado special district whose address is 501 Airport Road, Rifle, CO 81650 (hereinafter "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, Developer is in the process of developing a long-term care facility on the Property and Developer and the City wish to enter into this Agreement to set forth the terms and conditions of the development of the Property, including the construction of certain public improvements and shared costs pursuant to the terms contained herein.

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

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by Developer and the contributions the City will make towards public improvements adjacent to the Property. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle Land Use Regulations (Title 16 of the Rifle Municipal Code), and state and federal statutes, and are not intended to limit or supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Fees. In addition to any fees enacted by any ordinance of general applicability in the City, the following fees shall be paid to the City by Developer:

A. Reimbursement of Costs. Developer hereby agrees to pay the City the actual costs to the City for engineering, inspection, surveying, and legal services rendered in connection with the site plan review for the Property. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

B. Water and Sewer Taps/Water Rights Dedication. Developer, its successors and

assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service and water rights dedication.

4. Reserved.

5. Reserved.

6. Public Improvements/City's Contribution. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or shown on the Site Plan, as it may be amended (the "Public Improvements") shall be installed and completed at the expense of Developer. In consideration of the City's contribution towards certain public improvements set forth herein, the City shall reasonably approve Developer's selection of contractor.

A. All Public Improvements required by this Agreement and the Rifle Public Works Manual are shown on the Construction Plans prepared by Landmark Consultants, Inc. as File No. RV 2018-01 and dated December 21, 2018, as they may be amended. The Public Improvements shall be constructed in conformance with the plans and specifications submitted by Developer and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications (all of which are on file at City Hall), the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

B. Developer shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements.

C. The City agrees to contribute \$220,000 towards the construction of the Hospital Hill Road relocation by reimbursing Developer within 30 days of the City's acceptance of that public improvement as set forth herein.

7. Construction Observation and Inspection.

A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.

B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at Developer's expense during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any

particular time, shall not constitute City approval of any phase of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, the Developer's general contractor shall provide photos documenting construction, third party compaction inspection documentation reports, and a one-page summary letter relating to the Public Improvements. Additionally, the Developer's civil engineer shall provide a summary letter based on site visits and review and of the above material. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

8. Completion of Public Improvements; Approval. Developer shall complete all Public Improvements by December 31, 2021. Upon Developer's completion of construction of the Public Improvements, Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications. Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date.

9. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Owner shall execute a deed or other form of conveyance such as a plat dedication to the Town conveying all rights of way and easements required for the operation, maintenance, repair and replacement of the Public Improvements. Owner agrees to dedicate to the public and to convey or, with respect to off-site easements, to assign, to the Town, in such form as may be required by the Town, such easements and other rights as acquired by Owner as may be reasonably required

for the construction of the Public Improvements. Such conveyance and dedication shall be free and clear of all liens and encumbrances that might adversely affect the use of the Public Improvements for their intended purpose. The Owner shall also execute a bill of sale conveying the Public Improvements to the Town, free and clear of all liens and encumbrances. All Public Improvements conveyed to the Town shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

10. Warranty. Developer shall warrant any and all Public Improvements and facilities which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, drainage facilities) for a period of twelve (12) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

11. Performance Guarantee. The City's contribution towards the construction of the Hospital Hill Road relocation set forth in Section 6.C. above shall act as security for the Public Improvements. The parties expressly agree that Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement and the development restriction on the Property shall not be released until such requirements are satisfied by Developer.

12. Right-of-Way Vacation. By Ordinance No. 15, Series of 2018, the City vacated the right-of-way that bisects the Property as shown on Exhibit B attached hereto and incorporated herein by this reference (hereinafter "right-of-way vacation") so it can more efficiently develop the Property with the following conditions: the right-of-way vacation shall not be effective until (a) the Replacement Right-of-Way shown on Exhibit B is dedicated to the City with no liens or encumbrances affecting its use as determined by the City in its sole discretion after reviewing a title commitment provided by GRHD at its expense, and (b) a new road is constructed as shown on the construction plans prepared by Landmark Consultants, Inc. as File No. RV 2018-01 and dated December 21, 2018, as they may be amended ("Replacement Road"). With this Agreement, and the approval and recording of the Lot Line Adjustment Plat dedicating the Replacement Right-of-Way simultaneously herewith, condition (a) of Ordinance No. 15, Series of 2018 is satisfied. The City further agrees that condition (b) is substantially satisfied with the construction of the Replacement Road and Ordinance No. 15, Series of 2018 will be recorded herewith and the right-of-way vacation shall become effective; provided, however, the parties acknowledge that finishing work remains on the Replacement Road before it is formally accepted by the City pursuant to the terms herein triggering the City's contribution set forth in Section 6.C. above.

13. Reserved.

14. Voluntary Action of Developer. Notwithstanding any provision of the Rifle Municipal Code, Developer agrees that all terms and conditions of this Agreement, including specifically the payment of fees and the completion of infrastructure improvements, are agreed to and constitute the voluntary actions of Developer.

15. Breach by Developer: City's Remedies. In the event of any default or breach by Developer of any term, condition, covenant or obligation under this Agreement, the City Council shall be notified immediately. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the City from hardship. The City's remedies include:

- A. The refusal to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;
- C. The refusal to consider further development plans on the Property; and/or
- D. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.

16. Assignment. This Agreement may not be assigned by Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Developer desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

17. Indemnification. Developer agrees to indemnify and hold the City harmless from any and all claims or losses of any nature whatsoever incurred by the City resulting from the approval of the Site Plan for the Property. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the City for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. Therefore, the parties hereto agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.

18. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

19. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.

20. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

21. Release of Liability. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City of Rifle Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the City, acts at its own risk as to any representation or undertaking by the City officers or agents or their designees which is subsequently held unlawful by a court of law.

22. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

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

24. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

25. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

26. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

27. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

29. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:

City of Rifle
P. O. Box 1908
Rifle, CO 81650

With copy to:

Karp Neu Hanlon, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602

Notice to Developer:

Grand River Hospital District
501 Airport Road
Rifle, CO 81650

With copy to:

Hoskin, Farina & Kampf, P.C.
P.O. Box 40
Grand Junction, CO 81502
Attn: John Howe

30. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF RIFLE, COLORADO

By:

Mayor

ATTEST:

Clerk



GRAND RIVER HOSPITAL DISTRICT:

James Coombs, CEO

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____,
2019, by James Coombs as CEO of the Grand River Hospital District.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT "A"

Parcel 1:

A tract of land situated in the NE $\frac{1}{4}$ of Section 16, Township 6 South, Range 93 West of the 6th P.M., described as follows:

Beginning at the Northwest corner of Block One (1), Kendall Heights Addition to the Town of Rifle, Colorado; thence South 140 feet; thence South 89°42' East 125 feet; thence North 140 feet ; thence North 89°42' West 125 feet, more or less to the Point of Beginning.

Parcel 2:

A tract of land situated in the NE $\frac{1}{4}$ of Section 16, Township 6 South, Range 93 West of the 6th P.M., described as follows:

Beginning at the northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16, thence South 00°07' West along the East boundary of the Rifle Town Limits 328.5 feet; thence South 89°42' East 531.07 feet; thence North 328.5 feet; thence North 89°42' West 530.4 feet to the Point of Beginning.

TOGETHER WITH those parcels described in Quit Claim Deeds recorded February 24, 1966 in Book 374 at Page 264 and in Book 374 at Page 265.

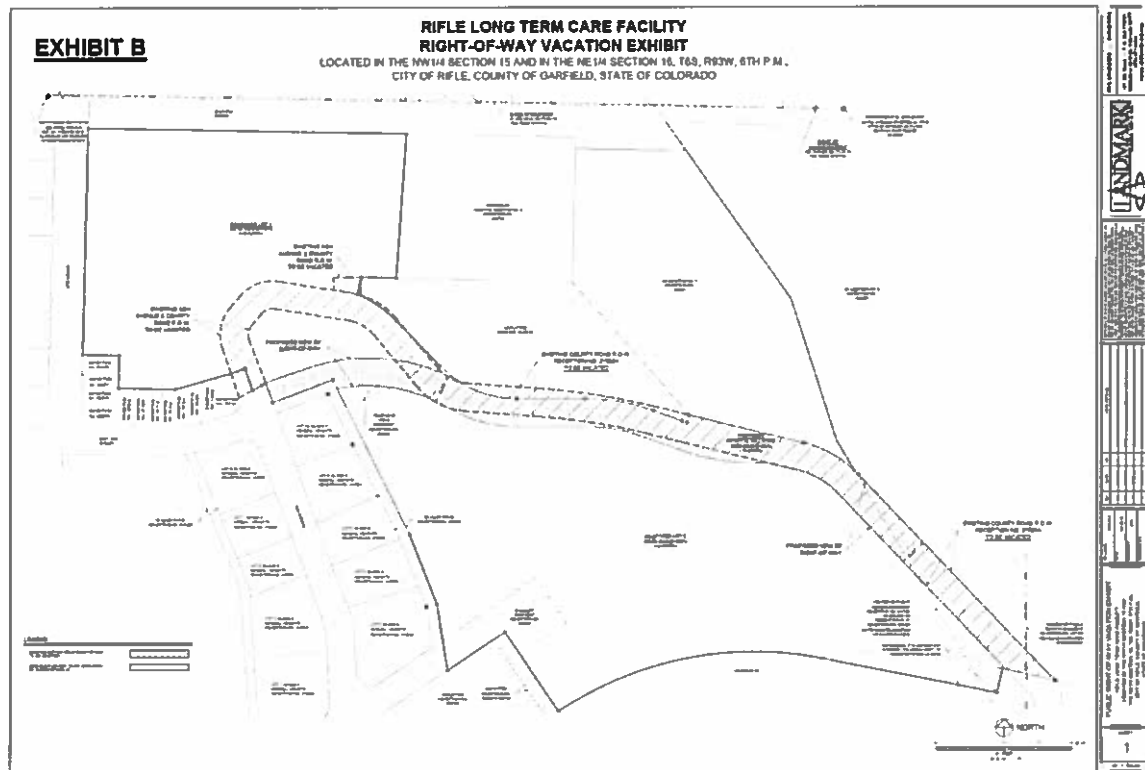
EXCEPTING FROM said Parcel 2 that portion of the property dedicated to the public as streets and avenues in Map of Hospital Addition to the Town of Rifle recorded November 27, 1961 as Reception No. 215773 BUT EXCLUDING from this exception the portion of Ash Avenue lying within the boundaries of the said Hospital Addition vacated by City of Rifle Ordinance recorded February 17, 1966 in Book 374 at Page 170.

ALSO EXCEPTING FROM said Parcel 2 that portion conveyed to State of Colorado, Department of Social Services in Quitclaim Deed recorded July 29, 1985 in Book 673 at Page 68.

Parcel 3:

All that part of Lots 2 and 3 in Block 1 of the Kendall Heights Addition to the City of Rifle, County of Garfield, State of Colorado, described as follows:

Beginning at the Northwest corner of said Lot 3 whence the Northwest Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 6 South, Range 93 West of the Sixth Principal Meridian bears: West 159.99 feet and North 329.34 feet; thence South 89°42'00" East 135.00 feet along the Northerly line of said Lot 3; thence South 05°24'00" East 62.77 feet to a point on the Westerly right of way line of a roadway; thence 78.37 feet along the arc of a curve to the left having a radius of 75.00 feet, the chord of which bears South 10°08'00" West 73.83 feet; thence South 19°48'00" East 34.97 feet along the Westerly right of way line of said roadway; thence South 73°20'00" West 103.03 feet; thence West 101.00 feet; thence North 58.47 feet to a point on the Northerly line of said Lot 2; thence South 89°42'00" East 60.00 feet along the Northerly line of said Lot 2 to a point on the Westerly line of said Lot 3; thence North 140.00 feet along the Westerly line of said Lot 3, to the Northwest corner of said Lot 3, the Point of Beginning.

EXHIBIT B



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Grand River Hospital District Attn: Constance Wilmot	

2.	Vendor Address
	501 Airport Road, P.O. Box 912
	Rifle, CO 81650

3.	For the Purchase of (description)
	E. 3rd Street/Hospital Hill Road
	Re-alignment and Improvement

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$220,000	\$220,000	

5.	Dept. Name	General Ledger Acct #
	Public Works	201-4312-400-735

6.	Type of Purchase
	☒ Capital Construction
	☐ Capital Construction – Change Order
	☐ Capital Equipment
	☐ Plant Equipment
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☐ Professional Services
	☐ Utilities (includes equipment installation)
	☐ Land, easements, ROW

7.	Purchasing Process Required
	☒ Cooperative Purchasing
	☐ Open Market
	☐ Comparative Pricing
	☐ Request for Proposal (attach bid tab)
	☐ Formal Bid (attach bid tab and advertisement)
	☐ Single Source (attach an explanation)

8.	Authorization Required
	☒ City Manager
	☒ City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Brian Prunty</i>	12/7/2021
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Agenda Item #6.a.

Agenda Item Name:

Rifle Downtown Project Update

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Receive Update on Downtown Project

Recommended Action:

N/A

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

None



Agenda Item #7.a.

Agenda Item Name:

Consider Application for Conditional Use Permit CUP 2021-048 for an Internet Satellite Communication Tower

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider an Application for Conditional Use Permit CUP 2021-048 for an Internet Satellite Communication Tower

Recommended Action:

Move to approve, deny or continue the discussion of Conditional Use Permit CUP202148 for Internet Satellite Communication Tower

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

None

Background Information:

N/A

Executive Summary:

The applicant is applying for a Conditional Use Permit for the installation of a 43' tall internet satellite communication tower. The application was originally approved with conditions by the City of Rifle Planning Commission on October 26th, 2021, and was subsequently called up for review by Rifle City Council.

Notification Requirements:

Public Notice requirements have been met.

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Hughes Net - Staff Report - CUP 2021-48
2. Hughes Net - Original Planning Commission Application
3. Hughes Net - City Council Amended Application

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



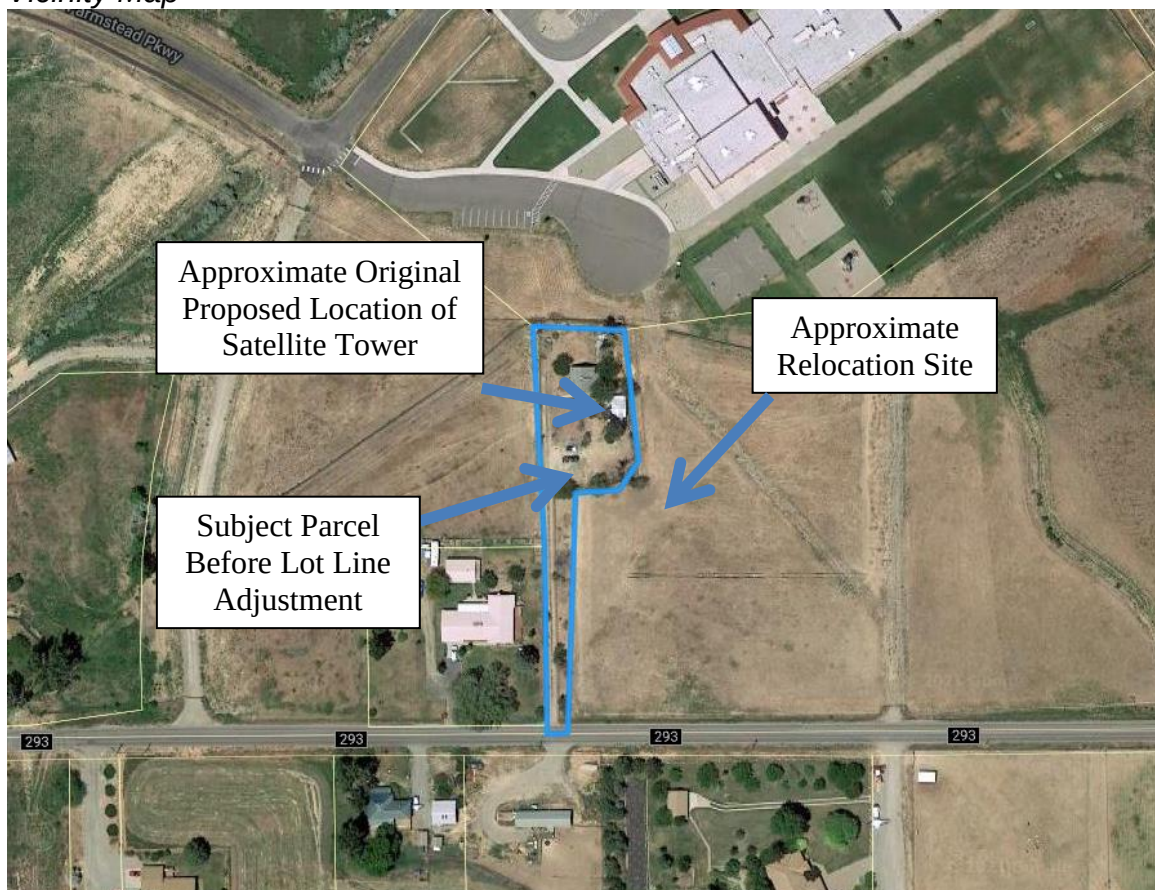
MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Patrick Waller, Planning Director
DATE: December 15, 2021
SUBJECT: Internet Satellite Communication Tower
CASE: Conditional Use Permit CUP-2021-48
APPLICANT: Graham Mesa Development LLC

The applicant is requesting approval for the installation of an approximately 43' tall internet satellite tower, a small shelter to house equipment, and a back-up generator. If the Conditional Use Permit is approved, the applicant is also moving forward with an Amended Final Plat application to adjust the lot lines for the parcel. That application will be reviewed administratively.

The application was previously approved by the City of Rifle Planning Commission at the October 26, 2021 meeting and has been called-up for Rifle City Council consideration.

Vicinity Map



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

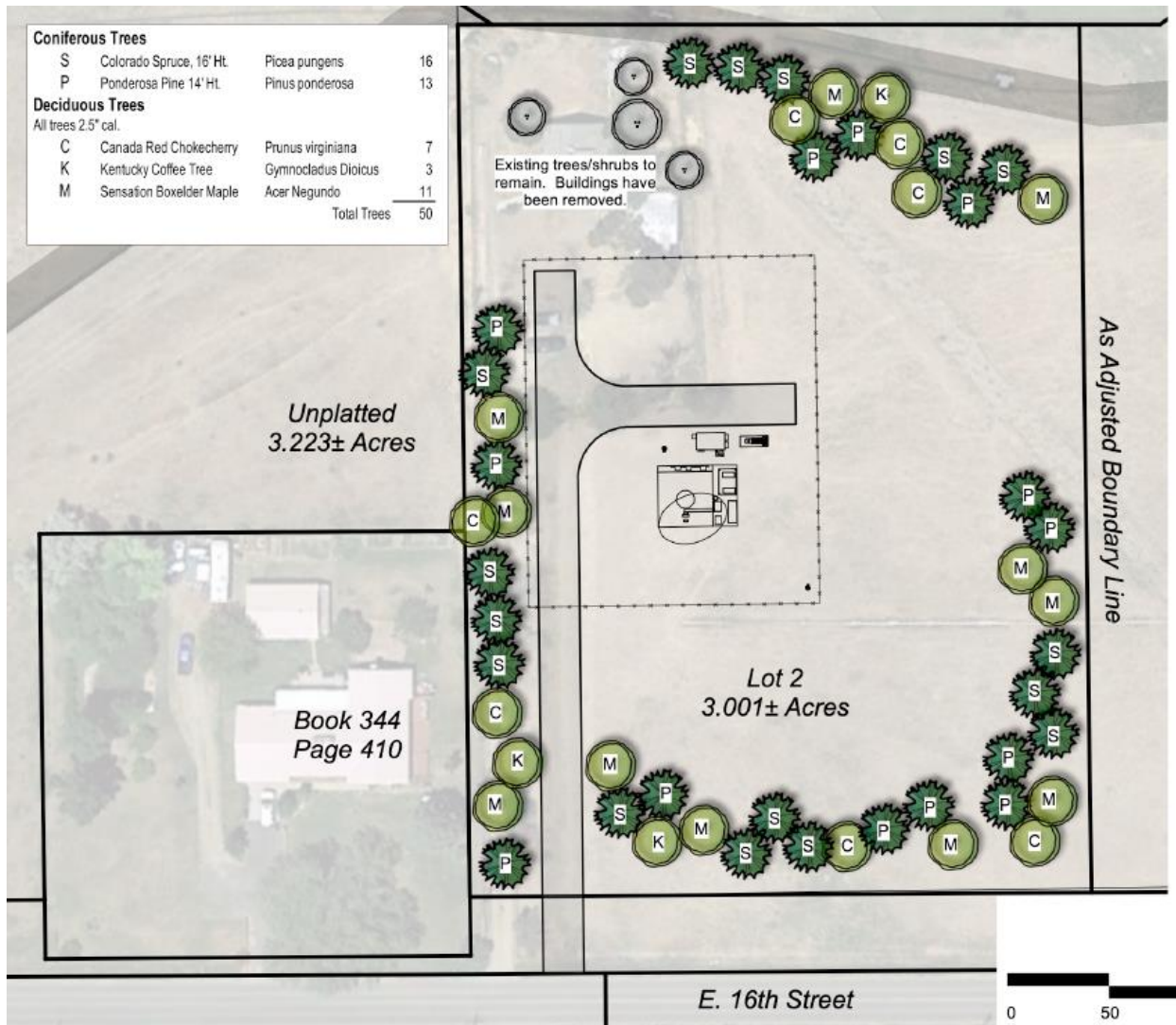
Phone: 970-665-6490



BACKGROUND:

The subject property was part of the Farm PUD, which was originally approved for a Preliminary Plan and Preliminary PUD in 2007. The approval was extended multiple times, but ultimately expired in 2017. The zoning for the property as identified on the official zone district map was LDR-PUD, however since the PUD has expired the property can be treated as an LDR zone district pursuant to Section 16-3-650 of the Rifle Municipal Code.

Site Plan Excerpt



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490

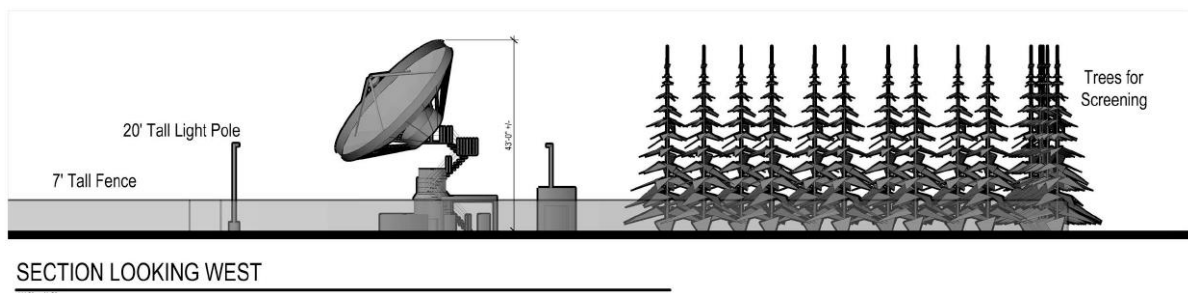


LAND USE:

The LDR zone does not specifically permit nor prohibit this type of internet satellite use. Section 16-3-120 states, "Uses not listed in Sections 16-3-320 and 16-3-420 are prohibited in the applicable zone district, except that unlisted uses may be allowed by approval of a conditional use application or as a permitted use." This requires Planning Commission/City Council to make an additional finding, which will be addressed under the Findings section of this report. In addition, based on the height of the structure, the Code requires that the applicant seek a Conditional Use Permit under Section 16-3-250(c):

Height of structures. Any structures that is not a building, such as industrial air exhaust structures or communication towers, may exceed the maximum permitted building height in any zone district upon approval of a conditional use application.

In the past, the Planning Commission has used the Conditional Use Permit process to approve a 193-foot telecommunication facility in a nearby area that is zoned MDR. This use functions similar to a telecommunication facility because there are no noise or traffic impacts. The major impact is visual. The Conditional Use Permit process allows the Planning Commission and City Council to review this particular use for compatibility in this area.



REFERRAL COMMENTS

Staff received referral comments from the following agencies:

Mountain Cross Engineering

- Asked that the applicant provide a grading and drainage plan for the site as well as other technical issues

City of Rifle Utilities Department

- The applicant will need to relocate the water service line through the property.

No other referral agencies identified any concerns.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



STAFF COMMENTS

Screening

The applicant originally provided a landscaping plan that shows screening from the north however; there is an existing residence directly to the southwest of the property. Staff recommended a suggested condition of approval that the applicant provide additional screening for this residence to the southwest.

Please see the Updates to the Application section of this Staff Report for additional information regarding screening as the applicant amended the application to further address this issue.

FCC License

The facility is required to obtain an FCC License for the site. Staff has included this as a suggested Condition of Approval.

UPDATES TO THE APPLICATION

In response to the Planning Commission decision and subsequent call-up, the applicant updated the application as follows:

Relocation of the Tower

The applicant moved the tower to the south and east of the original proposed location. This moved the tower farther away from the elementary school to the north. With the newly proposed location, the applicant needs approval of an Amended Final Plat application, which is being processed administratively.

Updated Landscaping

The applicant included additional landscaping for screening along the western, southern and northern property lines. The proposed coniferous trees are 16' and 14' in height.

Tower Painting

While the front of the dish is required to be white, the applicant has proposed that the back of the tower be painted brown.

Additional RF Information

The applicant has provided additional information regarding RF radiation that is included in the packet and will be presented at the public hearing.

FINDINGS

Pursuant to Section 16-3-120, City Council shall review and approve an unlisted use to be processed as a conditional use, provided that (***staff comments shown in bold italics***):

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



- a. The granting of the conditional use permit will not substantially modify the land use plan or the intent, purpose and spirit of this Article.

The Comprehensive Plan does not address this type of use specifically. The area does not have a designation on the Comprehensive Plan map, which means it is not anticipated to see significant commercial or residential development. In the past, Planning Commission has approved telecommunication facilities in residential zone districts.

- b. The application incorporates reasonable means to create an environment harmonious with that of the surrounding properties.

The applicant has supplied a landscape plan that provides a variety of trees for screening to the north, south, and west. Additionally, the applicant has indicated that the back of the dish will be painted brown.

- c. The conditional use permit will not adversely affect the public health, safety or welfare.

The granting of the Conditional Use Permit does not appear to adversely affect the public, health, safety or welfare. The applicant has provided additional information regarding RF radiation for the City Council packet.

Pursuant to Section 16-5-280, Council shall consider the following criteria before approving a Conditional Use Permit (***staff comments shown in bold italics***):

1. Conformance of the proposal with the City of Rifle Municipal Code;

The proposal conforms to the Rifle Municipal Code by going through the Conditional Use Permit process. No other Code issues were noted with the application.

2. The compatibility of the proposal with the character of the surrounding area, including but not limited to the architectural character of the neighborhood, the average lot and building sizes in the neighborhood, and the relative value of the proposed structure to the value of other structures in the neighborhood;

While the location was originally planned for significant residential development, the PUD approval and Preliminary Plan approval has lapsed. The area is mostly undeveloped and used for agricultural uses, with a residence to the southwest and the elementary school to the north. The applicant has provided a screening plan that will help with compatibility issues.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



3. The desirability for the proposed use in the specific area of the City;

The applicant will provide rural internet service to the region, which is an important regional asset moving forward. The project will mostly benefit county citizens, who have limited access to internet.

4. The potential for adverse environmental effects that might result from the proposed use;

No adverse environmental effects have been noted regarding the application. The applicant has provided additional information addressing RF radiation for the City Council application.

5. Compatibility of the proposed use and the site (or subdivision) plan with the City of Rifle Comprehensive Plan;

The Comprehensive Plan does not address this type of use specifically. The area does not have a designation on the Comprehensive Plan map, which means it is not anticipated to see significant commercial or residential development.

6. The potential impact of the proposed use upon the value of property and buildings within the surrounding area; and

The property was previously occupied by a dilapidated house that has since been removed. The proposed screening and distance from the existing residence will help address the impact of the use on the value of property and buildings within the surrounding area.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.

The proposed use will not require water nor sewer taps.

CITY COUNCIL OPTIONS

The City of Rifle Planning Commission approved the application during the October 26th Public Hearing. Based on the call-up procedures identified in the Rifle Municipal Code, City Council may, while considering the amendments to the application as presented by the applicant, uphold the decision of the Planning Commission, modify or add conditions of approval, or deny the application.

The following conditions were included in the Planning Commission motion to approve the application:

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval, unless specifically altered by the City of Rifle City Council.
2. The operation of the facility shall be done in accordance with all applicable Federal, State, and local regulations governing the operation of this type of facility. Prior to operation of the facility, the applicant shall supply City Staff with the required FCC License for the site.
3. Any expansion of the use is not covered by this Conditional Use Permit and will require additional City of Rifle permitting.
4. The applicant shall address referral comments to the satisfaction of City Staff prior to the issuance of a Building Permit for the property.
5. The applicant shall provide an updated landscaping plan that shows additional screening for the house located to the southwest prior to the issuance of a Building Permit for the property.
 - a. The landscaping shall be installed as shown on the updated landscaping plan prior to operation of the use on the site. The applicant shall also provide irrigation water for the trees to be used for screening.
6. The Conditional Use Permit shall become null and void if the operation is discontinued for 12 consecutive months.
7. The applicant may relocate the driveway in order to incorporate additional screening for the residence to the west of the proposed facility. Additional trees shall be provided along the western property line for screening.
8. Once the facility is no longer in use the facility shall be removed and the property reclaimed.



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

October 12, 2021

Mr. Patrick Waller
Garfield County Planning
108 8th Street, Suite 401
Glenwood Springs, CO 81601

RE: Conditional Use Permit for Hughes Net Satellite Dish: 2021-048

Dear Patrick:

This office has performed a review of the documents provided for the Conditional Use Permit application for Hughes Network Systems, LLC. The review generated the following comments:

1. The Applicant should provide a grading and drainage plan for the site.
2. It is unclear if the proposed will require any new utility lines be installed. The Applicant should address if this would be necessary and provide will serve letters from any applicable providers.
3. The Applicant should address if the existing house and garage will remain or be demolished.

Feel free to call if you have any questions or comments.

Sincerely,
Mountain Cross Engineering, Inc.

Chris Hale, PE

Patrick Waller

From: Robert Burns
Sent: Tuesday, September 28, 2021 8:08 AM
To: Patrick Waller
Cc: Casey Boren
Subject: RE: City of Rifle Referral Request - Hughes Net Sattelite - 2021-48

There is an existing water service line through the site. It is presently off at the meter pit but I believe the account to still be active.

Service line will need relocated

Robert P. Burns – Utility Director
City of Rifle, Colorado – Utility Department
“Promoting Positive Growth Through Responsible Resource Management”
970-665-6599

From: Patrick Waller
Sent: Monday, September 27, 2021 4:19 PM
To: Tommy Klein; Craig Spaulding; 'Orrin Moon'; 'samantha.l.wakefield@xcelenergy.com'; 'James S. Neu'; Brian Prunty; John Nihiser; Robert Burns; 'Chris@mountaincross-eng.com'
Subject: City of Rifle Referral Request - Hughes Net Sattelite - 2021-48

Good Afternoon,

The City of Rifle has received an application for a communication satellite that will be used for internet service. The application is subject to a Conditional Use Permit review and will be reviewed by the City of Rifle Planning Commission.

Please review and let me know if you have any comments by Tuesday October 12th.

Thanks,

Please review
Patrick Waller
City of Rifle Planning Director
970-665-6499
pwaller@rifleco.org

Hughes Network Systems, LLC

**Application for
Lot Line Re-Arrangement
and
Conditional Use Permit for
Public Services and Utilities**

Rifle, Colorado
Parcel ID# 217710100051

Prepared August 13, 2021 For:

Hughes Network Systems, LLC
11717 Exploration Lane
Germantown, MD 20876

Prepared By:

The Land Studio, Inc.
365 River Bend Way
Glenwood Springs, CO 81601
Phone: (970) 927-3690
landstudio2@comcast.net



365 River Bend Way • Glenwood Springs, CO 81601 • Tel 970 927 3690 • landstudio2@comcast.net

August 13, 2021

Patrick Waller
Planning Director
City of Rifle
202 Railroad Ave.
Rifle, CO 81650

Re: Hughes Network Systems' Lot Line Re-Arrangement and Conditional Use Permit
Application request for Parcel # 217710100051

Dear Patrick

Enclosed is the Hughes Network Systems' Lot Line Re-Arrangement and Conditional Use Permit for Public Services and Utilities Application to place a new gateway antenna to support its ultra-high density satellite. The property is currently zoned LDR-PUD and a Conditional Use Permit is required for this use. Included in this Application are the following items:

1. Application Form
2. Authorization Letter
3. Project Team
4. Property Owners within 200' of 1560 E. 16th Street, Rifle, CO
5. Project Narrative
6. Vicinity/Context Map
7. Photo Simulations
8. Site Plan
9. Construction Plans
10. Landscape Plans
11. Title Commitment
12. Improvement Survey Plat
13. Lot Line Adjustment Plan
14. Lighting Specifications

A check for Application review fees has been included. Please email or call with discussion as needed, and we look forward to continued work with you on this project.

Kind regards,

THE LAND STUDIO, INC.

By: _____


Douglas J. Pratte

The Land Studio, Inc.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6491



LAND USE APPLICATION FORM

Application Type (check all that apply):

- | | | |
|---|--|---|
| ☐ Amended Plat | ☒ Lot line Rearrangement | ☐ Site Plan |
| ☐ Annexation | ☐ Minor Subdivision Sketch Plan | ☐ Text Amendment |
| ☒ Conditional Use | ☐ Outside City Water/Sewer | ☐ Vacation – Easement / Right-of-Way |
| ☐ Final Plat | ☐ Preliminary Subdivision Plan | ☐ Zoning Variance |
| ☐ Floodplain Development | ☐ Sketch Subdivision Plan | ☐ Zoning Map Amendment |
| ☐ Lot line dissolution | ☐ Sketch – Preliminary Subdivision Plan | ☐ GIS System Integration |
| | | ☐ Other |

Brief Description of Application(s)

Hughes Network Systems, LLC provides Internet access using satellites.

The property will be used for the placement of a new gateway to support it's ultra-high density satellite.

The Rifle gateway will include a southern pointed, 9-meter antenna, a small shelter to house equipment, HVAC equipment, and a back-up generator.

Property Information

Address: 1560 E. 16th Street, Rifle, Colorado

Parcel ID number: 217710100051

Legal Description (*attach additional sheet if necessary*):

Access to Property: Access will be via a 15' gravel road off of E. 16th Street.

Instructions for Submittal

- **Original applications with original signatures must be provided.**
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications **will not be accepted** and will delay processing.
- Initially, one copy of each document may be submitted to the Planning Department for review. When the documents are deemed adequate, additional copies as required by the Planning Department shall be submitted.
- All documents, plans, plats, etc. shall be no larger than 8 1/2" x 14" in size or folded to that or a smaller size.
- The property owner **must** fill out the Owner Affidavit in presence of notary.

STAFF USE ONLY

Pre-app conference: _____ (date)

Application received: _____ (date)

Application complete: _____ (date)

Case Number: _____

Fees: _____

Case Name: _____

Deposits: _____

Paid: _____ (date)

Referrals sent _____ (date)

Project Team Information (fill in all that apply) (add additional sheets if needed):

Property Owner(s) Name: Graham Mesa Development, LLC **Phone:** _____

Company: _____ **Fax:** _____

Address PO Box 1926, Rifle, CO 81650 **Email:** _____

Authorized Rep. Name: _____ **Phone:** _____

Company- Managing Member: John W. Savage Jr. **Fax:** _____

Address PO Box 1926, Rifle, CO 81650 **Email:** savagejw@slcjbs.com

Engineer/Designer(s) Name: Lisa Hughey **Phone:** 303-796-6003

Company: IMEG Corp. **Fax:** _____

Address: 7600 E. Orchard Rd, suite 250-S, Greenwood Village, CO **Email:** lisa.s.hughey@imegcorp.com

Billable party: ☒ Owner ☐ Representative ☐ Engineer

Billable Party

The Billable Party, by signing below, hereby agrees to reimburse the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the Application. The Billable Party shall also reimburse the City for the cost of making any corrections or additions to the master copy of the official City map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Hughes Network Systems, LLC

Company (printed)

11717 Exploration Lane, Germantown, MD 20876

Address

301-428-5829

Phone

James G. Muir, III

Signature

MD DL - M600 367-285 542

Type of Identification

County of MONTGOMERYState of MARYLAND

Sworn to and subscribed before me this 12th day
of AUGUST 2021
(fill in month) (fill in year)

By Montgomery County, MarylandContact name printed Charmaine Lucenales CastroWitness My Commission expires 2/18/2025

Notary Public

My Commission expires 2/18/2025James G. Muir, III

Contact Name (printed)

Jim.muir@hughes.com

Email

301-428-2843

Fax

Office Use Only

SS

Disclosure of Property Ownership

- ☐ If owner is an individual, indicate name exactly as it appears on the deed.
- ☐ If owner is a corporation, partnership, limited partnership, or other business entity, name principals on a separate page. Please include the articles of organization, partnership agreement, etc., as applicable.
- ☐ If owner is a land trust, name beneficiaries on a separate page.
- ☐ If applicant is a lessee, indicate the owner(s) on a separate page.
- ☒ If applicant is a contract purchaser, attach a copy of the contract, and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es), and phone number(s) for all owners.

Property Owner Affidavit

I/We, John Savage, Principal, Graham Mesa Development, LLC being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data, and all other supplementary matter attached hereto and made part of this application, are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize City staff to visit the site as necessary for proper review of this application. I (we) further acknowledge that until paid, ALL LAND USE APPLICATION FEES, INCLUDING FEES FOR PROFESSIONAL REVIEW SERVICES, SHALL BECOME AND REMAIN A FIRST AND PERPETUAL LIEN ON OR AGAINST THE SUBJECT PREMISES PURSUANT TO RMC § 16-1-60(e).

(If there are any special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site.)

John Savage, Principal, Graham Mesa Development, LLC

Name (printed)

Name (printed)

201 Railroad/PO Box 1926, Rifle, CO 81650

Address

Address

970-379-6745

Phone

Phone

970-625-0803

Fax

Fax

John W. Savage

Digitally signed by John W. Savage

Date: 2021.08.16 09:58:01 -06'00'

Signature

Signature

Known customer

Type of Identification

County of Garfield)

SS

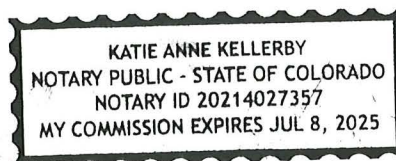
State of Colorado)

Sworn to and subscribed before me this 14th day of Aug, 2021.
(fill in month) (fill in year)

By John W Savage
(name printed)

Witness my hand and official seal.

Katie Kellerby
Notary Public



Authorized Representative

I/We permit Doug Pratte, The Land Studio, Inc. and Chad J. Lee, Balcomb & Green (Authorized Representative name) to act as my/our representative in any manner regarding this application, to answer questions and to represent me/us at any meeting and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

John Savage, Principal, Graham Mesa Development, LLC

Property Owners Name (printed)

201 Railroad/PO Box 1926, Rifle, CO 81650

Address

970-379-6745

Phone

970-625-0803

Fax

John W. Savage

Digitally signed by John W. Savage
Date: 2021.08.16 09:58:25 -06'00'

Signature

Known by notary

Type of Identification

County of Garfield)

SS

State of CO)

Sworn to and subscribed before me this 16th day of AUG, 2021
(fill in month) (fill in year)

By John W. Savage
(name printed)

Witness my hand and official seal.

Katie Kellerby
Notary Public

My Commission expires July 8th 2025



**GRAHAM MESA DEVELOPMENT, LLC
P.O. Box 1926
RIFLE, CO 81650
(970) 625-1470**

August 5, 2021

Patrick Waller, Planning Director
City of Rifle – Planning Department
202 Railroad Avenue
Rifle, CO 81650

Re: ***Lot Line Adjustment and Conditional Use Permit Applications – Graham Mesa Development, LLC***

Dear Patrick:

Graham Mesa Development, LLC is the applicant and owner of the real property which is the subject of the Lot Line Adjustment and Conditional Use Permit Applications submitted herewith. Graham Mesa Development, LLC hereby authorizes Chad J. Lee and the firm of Balcomb & Green, P.C. and Douglas Pratte of The Land Studio, Inc. to act in all respects as the authorized representative of Graham Mesa Development, LLC to submit and prosecute the above-referenced applications.

Very truly yours,

GRAHAM MESA DEVELOPMENT, LLC,
a Colorado limited liability company

By: John W. Savage Digitally signed by John W. Savage
Date: 2021.08.16 14:29:39 -06'00'
John W. Savage, Manager

Project Team

Owner

Graham Mesa Development, LLC
John Savage, Principal
201 Railroad/PO Box 1926
Rifle, CO 81650
970.379.6745
savagejw@slcjbs.com

Developer

Hughes Network Systems, LLC
James G. Muir, III
11717 Exploration Lane
Germantown, Maryland 20876
301.428.5829
Jim.MuirIII@hughes.com

EchoStar Corporation
Kaitlyn O'Hara
Vice President & Associate General Counsel
303.728.5182
Kaitlyn.Ohara@echostar.com

Land Planner/Landscape Architect

The Land Studio, Inc.
Doug and Julie Pratte
365 River Bend Way
Glenwood Springs, CO 81601
970.927.3690
landstudio2@comcast.net

Land Use Attorney

Balcomb & Green
Chad J. Lee, Esq.
P.O. Box 790 | 818 Colorado Ave
Glenwood Springs, CO 81602
970.945.6546
clee@balcombgreen.com

Surveyor

Bookcliff Survey Services Inc.
Michael Langhorne P.L.S.
136 East Third Street
Rifle, CO. 81650
(970) 625-1330
www.bookcliffsurvey.com

Architect

Archcentric, P.C.
David Baker
720.289.6512
dbaker@archcentric.com

Electrical Engineer

IMEG Corp.
Lisa Hughey, LEED AP
7600 E. Orchard Road | Suite 250-S |
Greenwood Village, CO 80111
303.796.6003
lisa.s.hughey@imegcorp.com

Narrative for Rifle, Colorado Gateway

About Hughes Networks Systems, LLC and its parent EchoStar Corporation

Hughes Network Systems, LLC (Hughes), an innovator in satellite and multi-transport technologies and networks for 50 years, provides broadband equipment and services; managed services featuring smart, software-defined networking; and end-to-end network operation for millions of consumers, businesses, governments and communities worldwide. The Hughes flagship Internet service, HughesNet®, connects more than 1.5 million subscribers across the Americas, and the Hughes JUPITER™ System powers Internet access for tens of millions more worldwide. Headquartered in Germantown, Maryland, USA, Hughes is owned by EchoStar Corporation.

EchoStar Corporation (NASDAQ: SATS) is a premier global provider of satellite communication solutions. Headquartered in Englewood, Colo., and conducting business around the globe, EchoStar is a pioneer in communications technologies through its Hughes Network Systems and EchoStar Satellite Services business segments.

Proposed Use of the Property

Hughes intends to use the property located at 1560 E. 16th Street in Rifle, Colorado, for the placement of a new gateway to support its upcoming, next-generation, ultra-high density satellite. As the leading satellite Internet service provider in the world, Hughes provides HughesNet essential Internet access to more than 1.5 million customers across North and South America using five geosynchronous Ka-band satellites. Each satellite connects to customers' homes via a small antenna (or "dish") at the customers' locations and through a network of "gateways" (or exchanges) spread throughout the country and linking the service over land-lines directly to the Internet and to Hughes network operations centers. Each gateway consists of one or more larger satellite antennas, a small shelter housing equipment, and a fiber connection.

In the second half of 2022, Hughes plans to launch a new geosynchronous Ka-band satellite, called EchoStar XXIV/JUPITER 3. The new satellite will serve markets in the United States, Canada, Mexico, Brazil and other countries in South America. It will double the company's overall broadband capacity, enabling significant increases in service performance, and delivering speeds of up to 100 Mbps down across two continents.

In order to support the operations of the EchoStar XXIV/JUPITER 3 satellite, the Rifle gateway will include a southern pointed, 9-meter antenna, a small shelter to house equipment, HVAC equipment, and a back-up generator. The project is proposed to begin construction in the Fall of 2021.

Hughes and Rural America

Hughes invented satellite Internet and remains at the forefront of the category, connecting more than a million customers across the United States and beyond – families and small businesses that otherwise would have no reliable form of Internet access. Today, more than 17 million households across the U.S. – including many in Colorado – suffer from inadequate or no wireline Internet access at all. This is a broadband gap that Hughes aims to help fill with the launch of EchoStar XXIV/JUPITER 3, maintaining the company's commitment to rural America.

This commitment to rural America inspired Hughes to partner with National 4-H, the country's leading youth development organization. Together, 4-H and HughesNet are dedicated to serving small and rural communities across the U.S. by educating youth in Science, Technology, Engineering and Math ("STEM") fields to help create the opportunity for a better future. Recognizing the critical role STEM plays in driving

innovation—including at its own company—Hughes and 4-H work together to inspire and educate the next generation of STEM students and leaders. Over the last seven years, Hughes has supported numerous 4-H STEM events, scholarships, and contests – nationally and in local communities, including for the [Colorado 4-H chapter](#). The Hughes team also works with 4-H to conceptualize, help develop, and sponsor 4-H [STEM Lab](#), a free platform of interactive STEM-focused activities for youths, available to anyone with Internet access.

If of interest to the Rifle community, Hughes welcomes the opportunity to partner further with the local 4-H club.

Hughes Network Systems, LLC Context Map





EXISTING VIEW



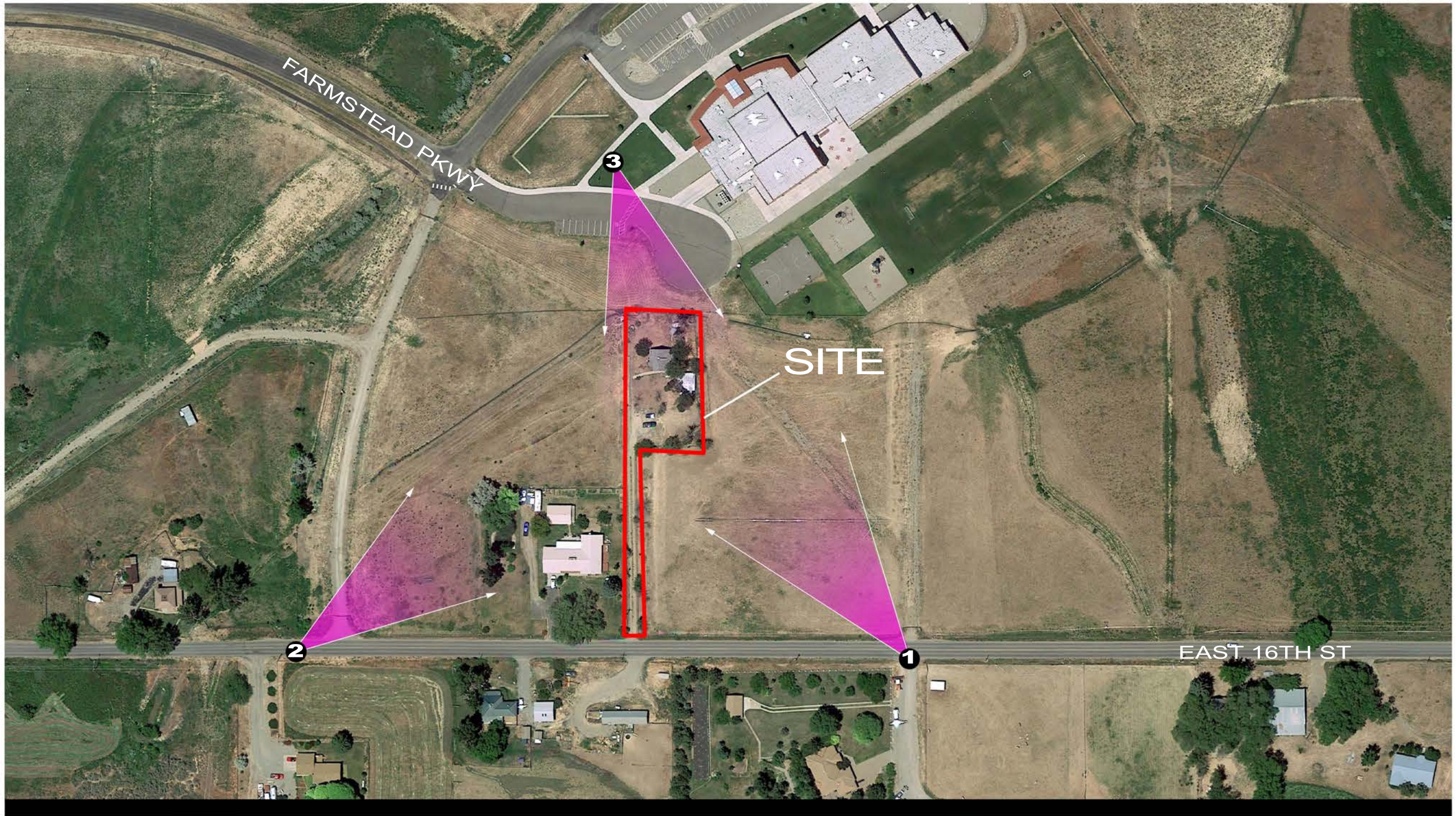
PROPOSED VIEW



JUPITER 3 SYSTEM - RIFLE, CO LOOKING NORTHWEST

THIS RENDERING IS
ILLUSTRATIVE AND
BASED ON CURRENT
INFORMATION AS OF
THIS DATE PROVIDED BY
ARCHCENTRIC AND IS
SUBJECT TO CHANGE.

 Visual Environments
WWW.VISENV.COM
8/12/21





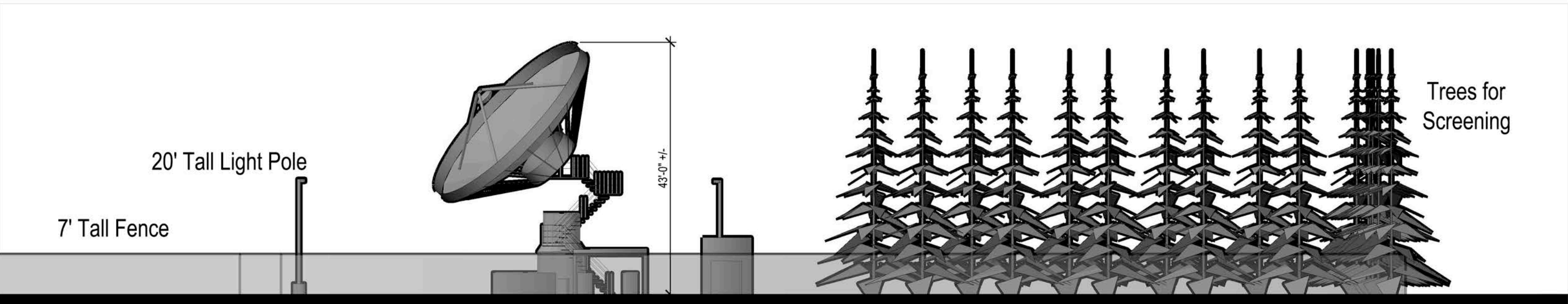






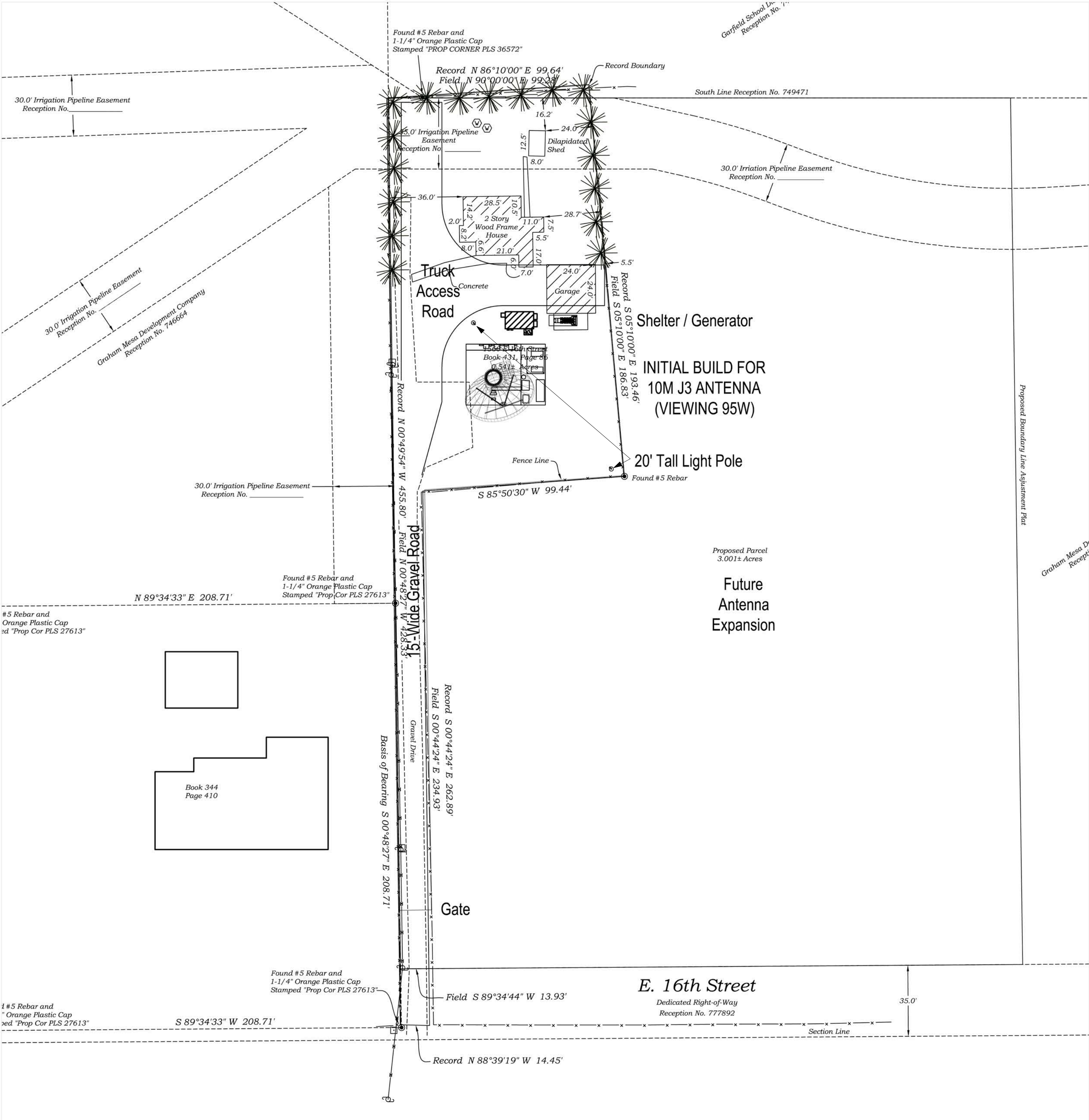






SECTION LOOKING WEST

1/16" = 1'-0"



SITE PLAN

1/16" = 1'-0"



NOTE: THIS STUDY IS NOT BASED ON ZONING REQUIREMENTS FOR THIS PARCEL - TBD

Site Location: Rifle, CO
Site Latitude: 39.5451388 N
Site Longitude: 107.7619166 W
Magnetic Variation: 9.2 E

LONG	AZm	AZ	EL
121.00W	191.08	200.28	42.22
95.00W	151.22	160.42	42.36
61.00W	111.71	120.91	23.96

PROJECT:

Jupiter 3 System

Rifle, CO

OWNER:



Hughes - an Echostar Company
11717 Exploration Lane
Germantown, MD 20876

SET RELEASE / REVISION:		SHEET RELEASE / REVISION:	
DESCRIPTION:	KEY DATE:		KEY DATE:
Look Angle Study	06-11-2018		
235 E 21st St. Study	06-15-2018		
Revise Lat/Long	06-27-2018		
Revise Site Location	01-27-2021		
Add Bluff Sections	01-28-2021		
Revise Site Layout	02-03-2021		
Revise Site Location	05-07-2021		
Revise Site Layout	05-10-2021		
Inserted Survey	06-30-2021		
CUP Site Plan Revs	07-27-2021		
Added Site Lighting	08-09-2021		

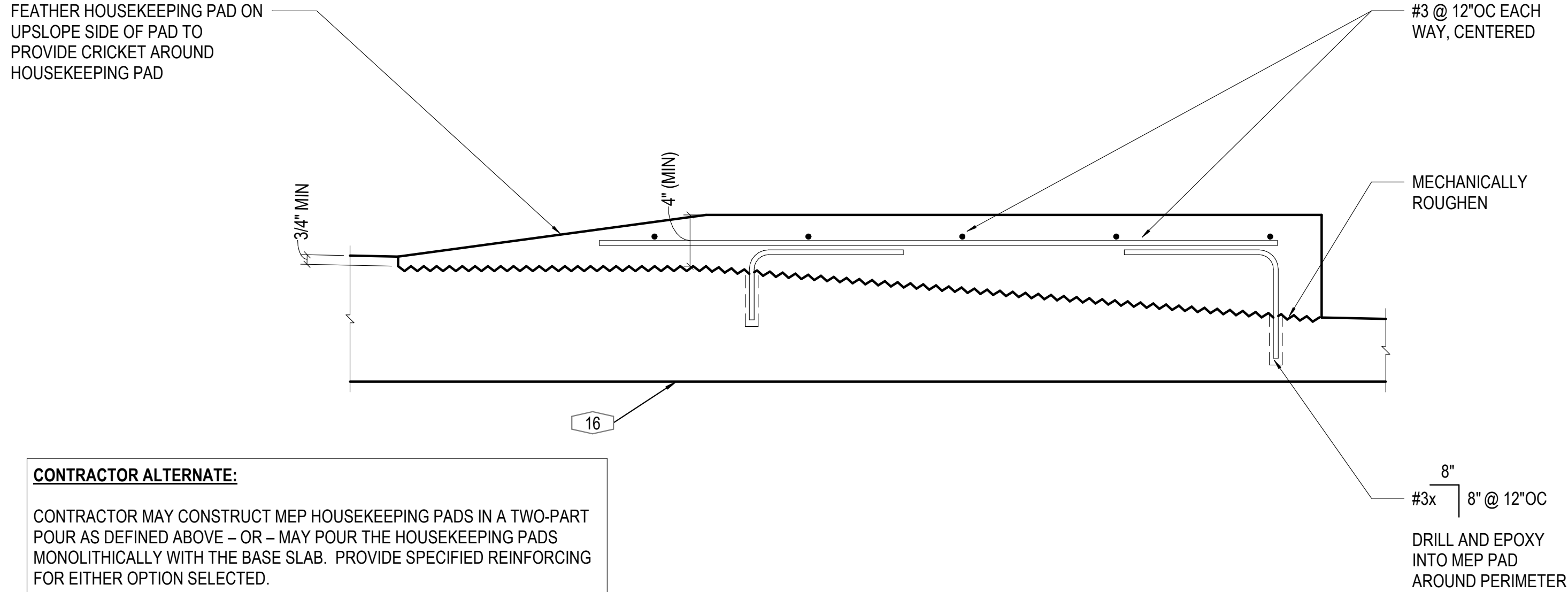
DRAWN: XXX	CHECKED: XXX
---------------	-----------------

- RELEASE RECORD:
- ☐ RECORD DRAWINGS
 - ☐ RELEASED FOR CONSTRUCTION
 - ☐ RELEASED FOR BID
 - ☐ RELEASED FOR PERMIT
 - ☒ PRELIMINARY - NOT FOR CONSTRUCTION

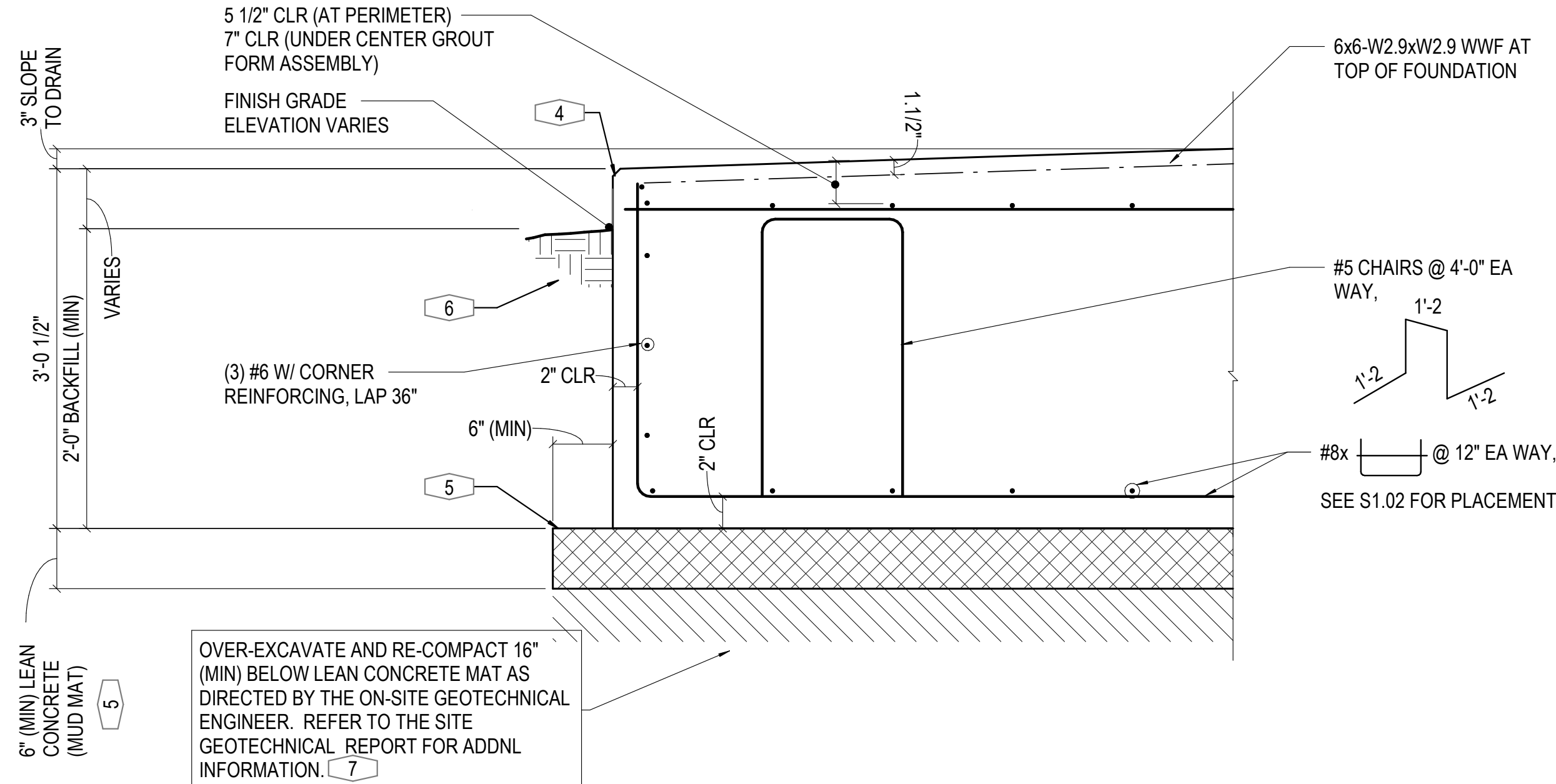
SEAL

SHEET TITLE:
10-M LOOK ANGLE STUDY

ARCHCENTRIC NO: 1804.00	SHEET NUMBER: A-1
CONSULTANT NO:	



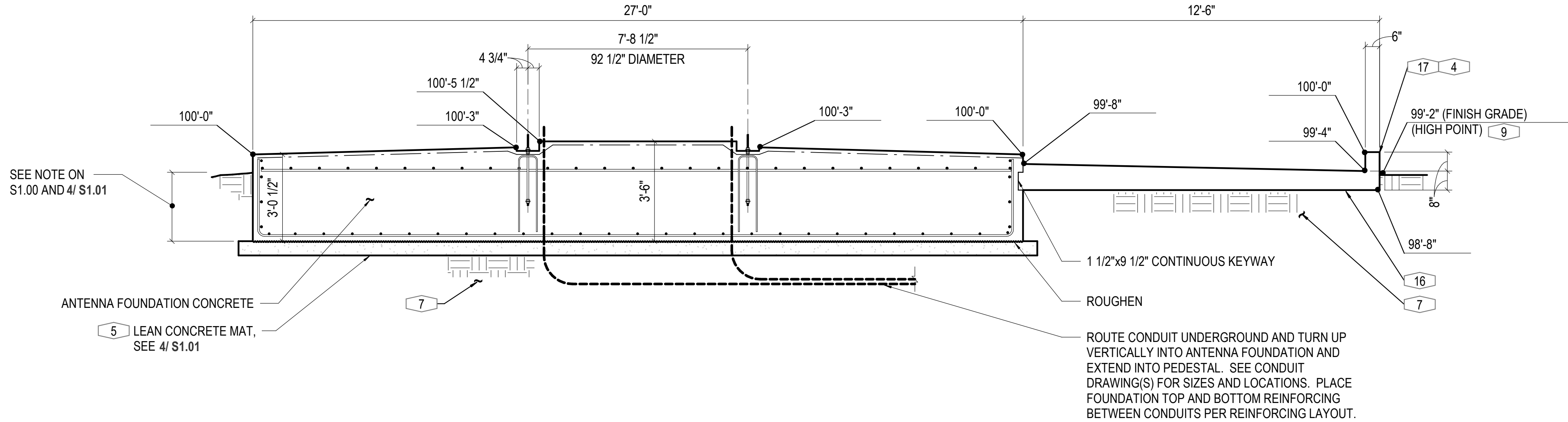
10 1 1/2" = 1'-0" MEP HOUSEKEEPING PAD DETAIL



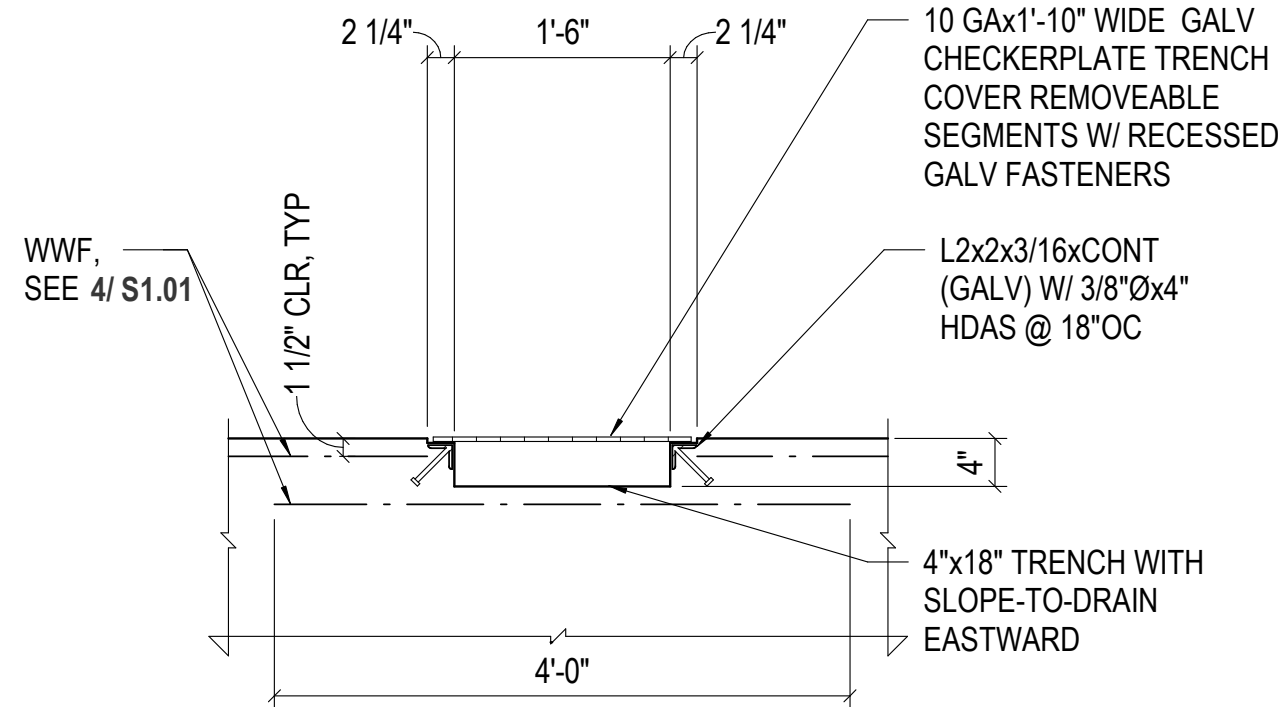
4 NO SCALE TYP 10m ANTENNA FOUNDATION PAD SECTION

KEY NOTES

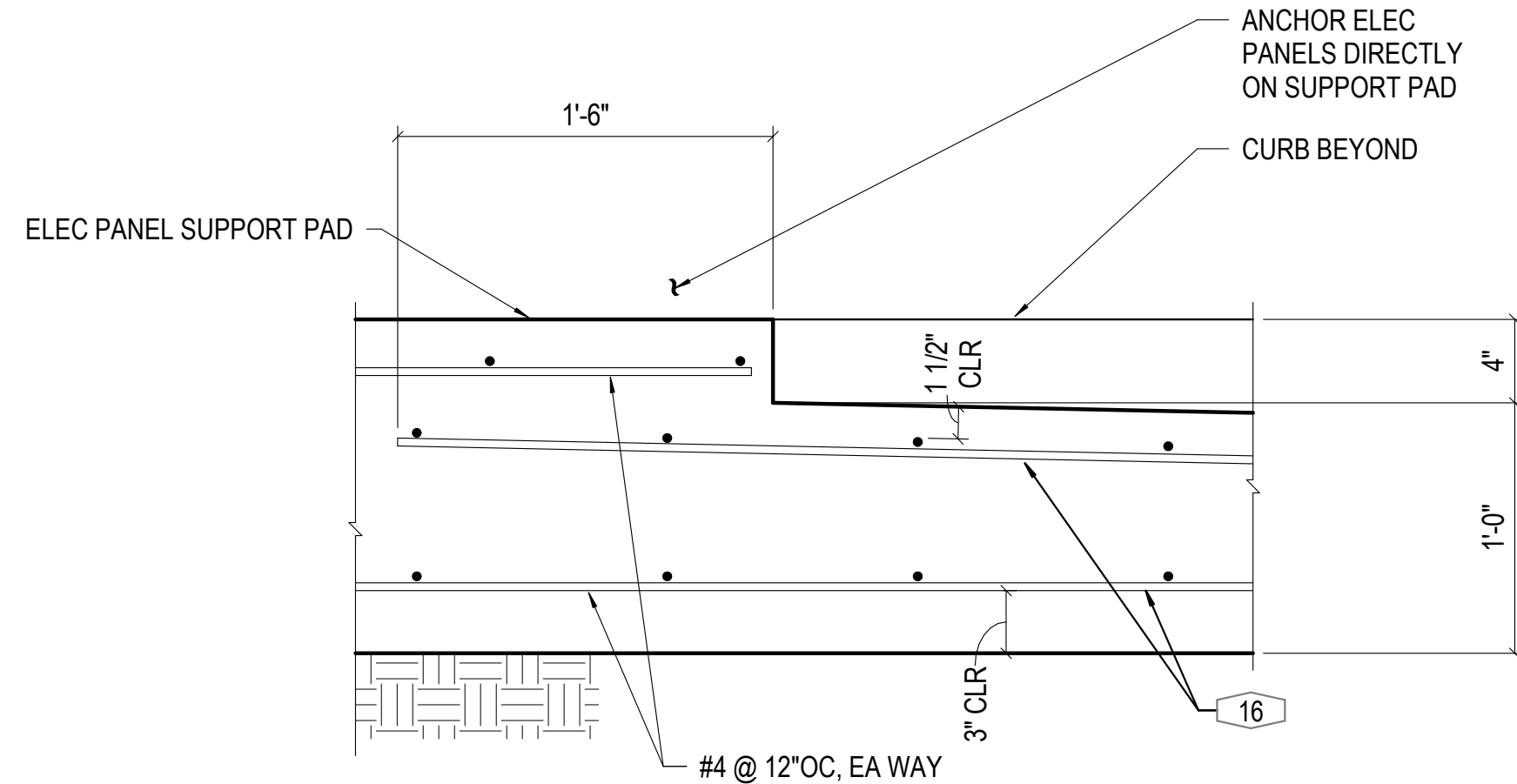
- CENTERLINE BOLT GROUP ALIGNS WITH CENTERLINE OF ANTENNA FOUNDATION.
- (30) EQUALLY SPACED ANCHOR BOLTS AND TEMPLATE, RE: DTL
- VERIFY ANTENNA CENTERLINE HEADING WITH OWNER PRIOR TO FORMING ANTENNA FOUNDATION.
- 3/4" CHAMFER.
- LEAN CONCRETE MAT, RE: 4/ S1.01
- BACKFILL FOUNDATION ON ALL SIDES & COMPACT TO 95% DENSITY PER ASTM-D698 BY MEANS OF MECHANICAL TAMPERS OR ROLLING EQUIPMENT.
- PREPARE FOUNDATION SUB-GRADE AS DIRECTED BY THE ON-SITE SOILS ENGINEER. REFER TO THE SITE SOIL REPORT FOR ADDNL INFORMATION.
- SECURE ANCHOR BOLT TEMPLATES TO FORMWORK AND LEAN CONCRETE MAT ONLY. DO NOT ATTACH, OR IN ANY WAY CONNECT, THE ANCHOR BOLTS AND TEMPLATE TO THE FOUNDATION REINFORCING THAT MIGHT SHIFT DURING CONCRETE PLACEMENT.
- TOP OF CONCRETE ELEVATIONS FOR THE NEW FOUNDATION ARE DEFINED USING FINISH GRADE ELEVATION EAST OF THE CONTAINMENT CURB TO BE 99'-2". ALL OTHER ELEVATIONS ARE RELATIVE TO THIS BASELINE. BACKFILL AND FINISH GRADE AROUND ANTENNA FOUNDATION TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE FOUNDATION ALL SIDES. NOTIFY OWNER AND ENGINEER IF EXISTING SITE GRADING CONDITIONS DO NOT FACILITATE THE PARAMETERS ABOVE.
- GROUT FORM ASSEMBLY (ANCHOR BOLT STEEL TEMPLATE) PROVIDED BY ANTENNA SUPPLIER, SEE DETAIL
- ANTENNA CONDUITS SHOWN PROJECTING FROM TOP OF ANTENNA FOUNDATION. SEE CONDUIT LAYOUT DRAWING PROVIDED BY ANTENNA SUPPLIER, "HUGHES JUPITER 3 RFGW GD, 134253(3)"
- POSITION ANTENNA FOUNDATION REINFORCING TOP AND BOTTOM BETWEEN CONDUITS AND ANTENNA ANCHOR BOLTS. IT IS ACCEPTABLE TO SLIGHTLY SKEW (OR SPLAY) THE REINFORCING TO MISS THE CONDUITS AND ANCHOR BOLTS. IT IS NOT ACCEPTABLE TO CUT THE TOP AND BOTTOM FOUNDATION REINFORCING WHICH SHALL REMAIN CONTINUOUS.
- NOT USED
- NOT USED
- REINFORCE NORTH 16" THICK MEP PAD WITH #4 @ 12" ON CENTER EACH WAY, TOP AND BOTTOM. DRILL AND EPOXY REINFORCING INTO PREVIOUSLY PLACED ANTENNA FOUNDATION WITH 6" MINIMUM EMBEDMENT.
- EAST MEP PAD VARIES IN THICKNESS BETWEEN 8" AT EAST EDGE TO 12" AT WEST EDGE AND TOP OF CONCRETE SLOPES EAST TO DRAIN. REINFORCE VARIABLE THICKNESS MEP PAD WITH #4 @ 12" ON CENTER EACH WAY, TOP AND BOTTOM.
- REINFORCE 6" WIDE CURB WITH FULL HEIGHT #3 J-BARS @ 12" ON CENTER AND (1) #4 x CONTINUOUS AT TOP OF CURB. LAP #4 BARS 20".
- (1) #8 ADDED BAR TOP AND BOTTOM, EACH SIDE OF GROUT FORM ASSEMBLY RING.



8 3/8" = 1'-0" 10m CONCRETE FOUNDATION CROSS SECTION



9 3/4" = 1'-0" COOLANT LINE TRENCH



6 1 1/2" = 1'-0" ELECTRIC PANEL SUPPORT PAD - NORTH SIDE



07/10/2021

FOUNDATION ENGINEER

MARTIN/MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
MAIN 303.431.6100 MARTINMARTIN.COM

J3 ANTENNA
HUGHES
NETWORK SYSTEMS

1580 E. 16TH ST
RIFLE, CO 81650

JULY 09, 2021 HNS REVIEW
JULY 10, 2021 PERMIT DWGS

RELEASED FOR CONSTRUCTION
NOT RELEASED FOR CONSTRUCTION

SECTIONS

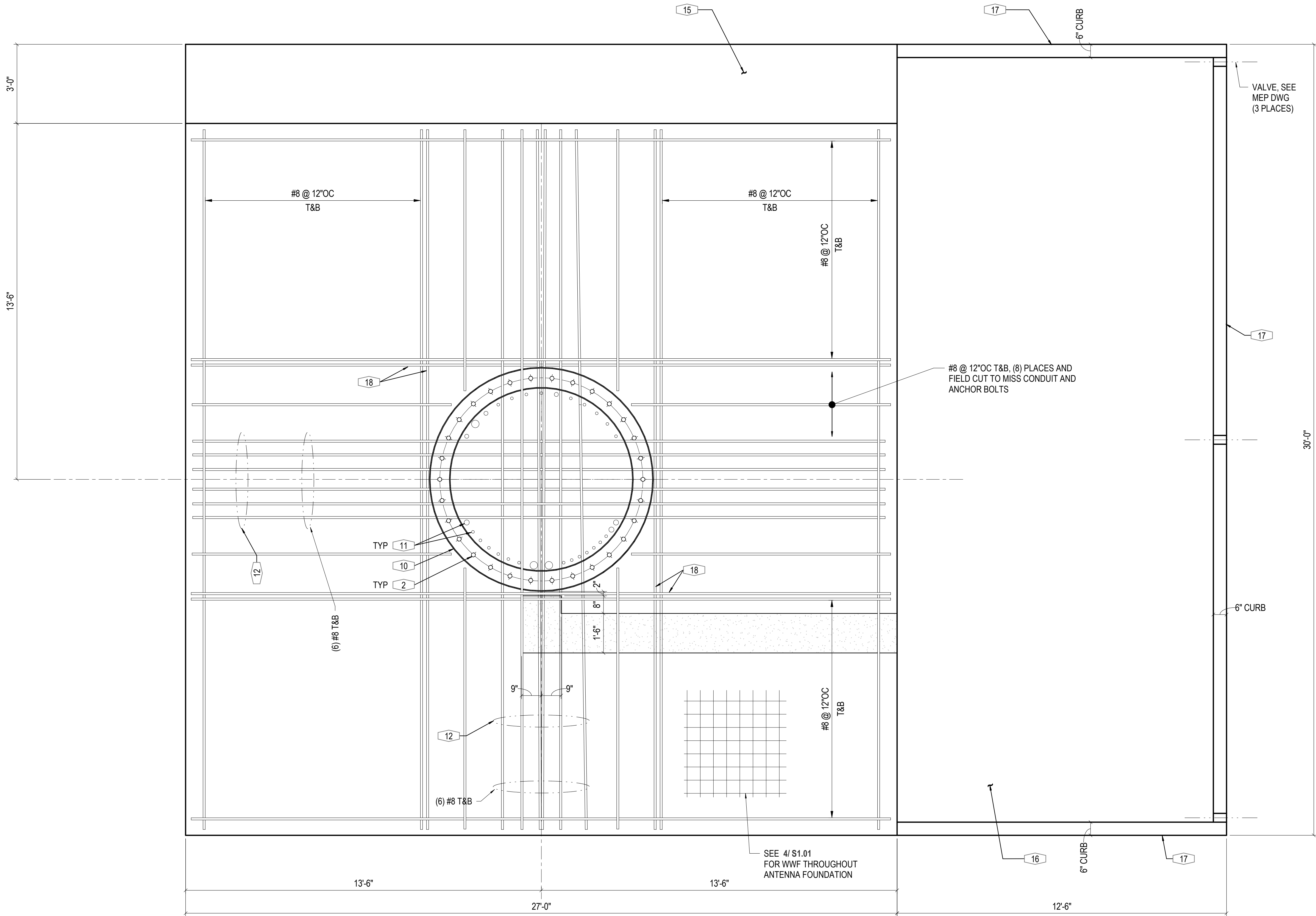
DRAWN BY: DAN EAGAN
CHECKED BY: BEN NELSON

PROJECT NUMBER:
MARTIN/MARTIN 21.0809.S.01

ISSUE DATE:
JULY 10, 2021 PERMIT DWGS

SHEET NUMBER:

S1.01



10m ANTENNA FOUNDATION PLAN REINFORCING PLAN

1/2" = 1'-0"

KEY NOTES:

- CENTERLINE BOLT GROUP ALIGNS WITH CENTERLINE OF ANTENNA FOUNDATION.
- (30) EQUALLY SPACED ANCHOR BOLTS AND TEMPLATE, RE: DTL
- VERIFY ANTENNA CENTERLINE HEADING WITH OWNER PRIOR TO FORMING ANTENNA FOUNDATION.
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- (1) #8 ADDED BAR TOP AND BOTTOM, EACH SIDE OF GROUT FORM ASSEMBLY RING.



07/10/2021

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HUGHES
NETWORK SYSTEMS
J3 ANTENNA

1560 E. 16TH ST
RIFLE, CO 81650

JULY 09, 2021
JULY 10, 2021

HNS REVIEW
PERMIT DWGS

● RELEASED FOR CONSTRUCTION
○ NOT RELEASED FOR CONSTRUCTION

10m FOUNDATION REINFORCING PLAN

DRAWN BY:
DAN EAGAN

CHECKED BY:
BEN NELSON

PROJECT NUMBER:
MARTIN/MARTIN 21.0809.S.01

ISSUE DATE:
JULY 10, 2021 PERMIT DWGS

SHEET NUMBER:

S1.02



NOTES:

-
- ANCHOR RF SHELTER TO FOUNDATION PER SHELTER DRAWING REQUIREMENTS
- PRE-FABRICATED RF SHELTER
- 3/4" CHAMFER, TYP
- 2'-6" (MIN)
- 2'-0"
- 2'-6"
- 2"
- 3"
- 1
- 2
- (3) #5 T&B, (2) #5 SIDE, #3 TIES @ 36" OC W/ #5x3-0 CORNER BARS
- #3@18" OC EA WAY, CENTERED

Notes

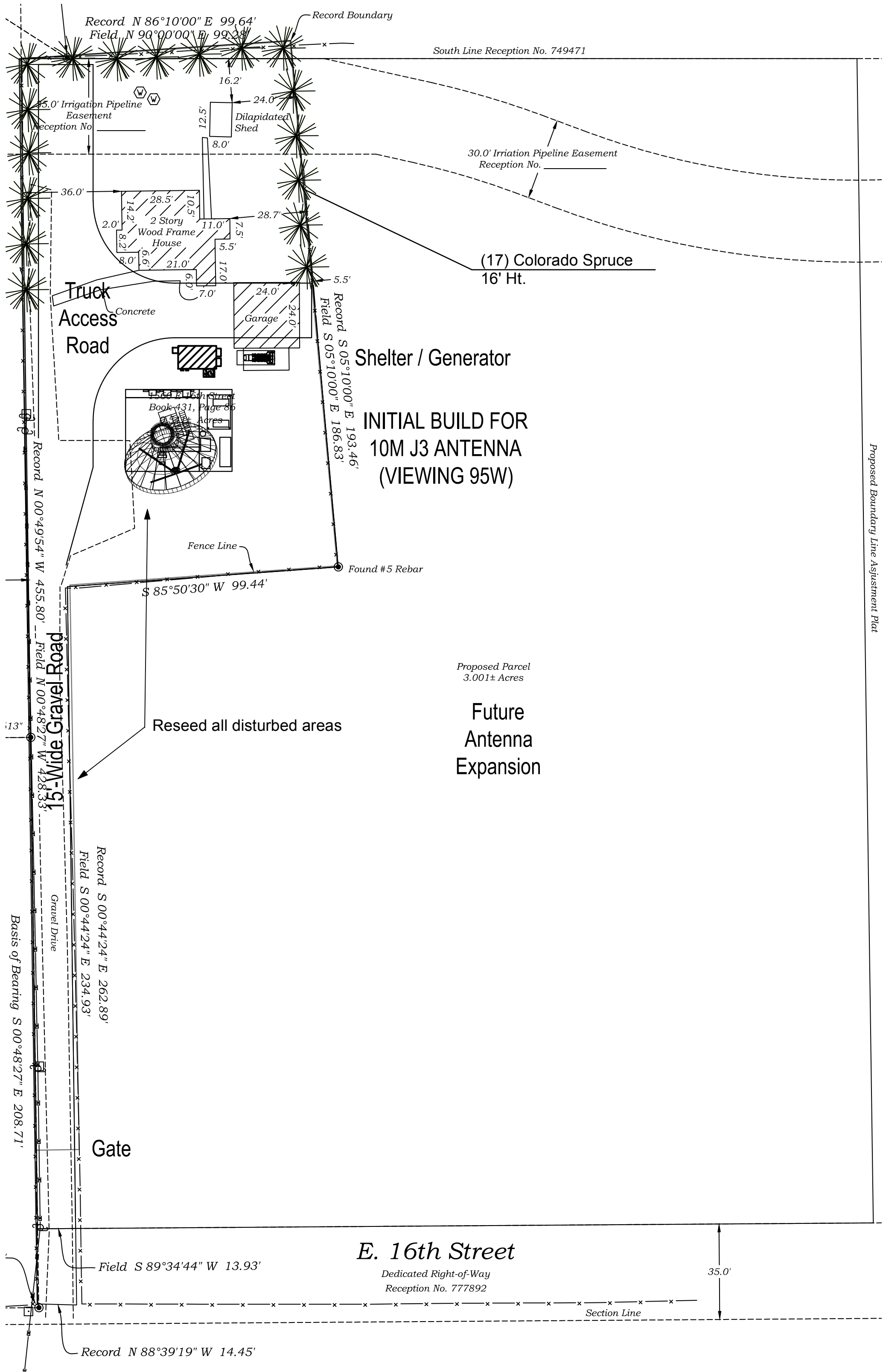
- Warranty plants and trees for one year after final acceptance. Replace dead or dying materials not in vigorous, thriving condition as soon as weather permits.
- Determine locations of underground utilities and perform work in a manner which will avoid possible damage.
- Plants shall be specimen quality, typical of their species or variety.
- Plant trees and shrubs in pits 12' larger than tree ball, backfill with a mix of 2 parts topsoil and 1 part Nutri-Mulch.
- All trees will be irrigated with an undergroud drip zone system.
- All seed areas will be irrigated with an undergroud system utilizing rotating sprinkler nozzels.
- Weather based irrigation controls shall include functioning soil moisture sensors and a rain sensor as components of the system.

Reseed all disturbed areas with the following seed mix:

Native Seed Mix (Pitkin County Mix)

Rate: .82 lb per 1,000 sq. ft.

- 20% Mountain Brome
- 20% Slender Wheatgrass
- 20% Western Wheatgrass
- 15% Thickspike Wheatgrass
- 10% Idaho Fescue
- 5% Indian Ricegrass
- 5% Sideoats Grama
- 5% Bluebunch Wheatgrass





1

ELECTRICAL SITE PLAN

3/64" = 1'-0"

AREA OF NEW WORK
FOR THIS PROJECT

NEW PERIMETER FENCE

NEW TRUCK ACCESS
ROAD

NEW GENERATOR

NEW SHELTER

NEW J3 ANTENNA

2EL

2EL

2

ELECTRICAL SITE PHOTOMETRICS

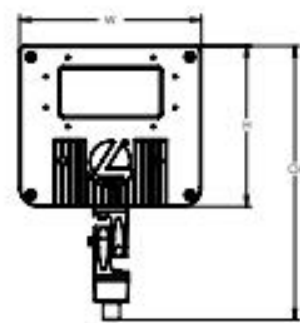
NO SCALE



d'series

Specifications

EPA: 0.6 ft²
(0.05 m²)
Depth: 3.52"
(0.9 m)
Width: 8.86"
(22.8 cm)
Height: 7.84"
(20.0 cm)
Overall Height: 13.37"
(34.0 cm)
Weight: 7.2 lbs
(3.3 kg)



D-Series DSXF1 LED Floodlight



Category

Number

Name

Type

1Q
2EL

NEW SLIDING GATE.

EXTERIOR POLE MOUNTED LUMINAIRE FOR LIGHTING ANTENNA DISH. LIGHT IS USED AS A WORK LIGHT IN THE DISH AND NOT AS SITE LIGHTING. POLE BASE IS 2" AFG AND POLE IS 18'-0". LIGHT FIXTURE HAS INTEGRAL PHOTOCELL AND SWITCH FOR CONTROL OF THE LIGHT FIXTURE. THE PHOTOCELL SHALL ENABLE THE LIGHT SWITCH. LUMINAIRE TYPE IS LITHONIA #DSX1-LED-P2-40K-FL-MVOLT-IS-PE-FV-DB8X.

KEYNOTES

Ordering Information

Code	Performance Package	Color Temperature	Distribution	Wattage	Mounting
DSXF1 LED	P1	30K 3000K	WFL Wide Flood (180)	340	THK
	P2	40K 4000K	WFL Wide Flood (180)		
		50K 5000K	MFL Medium Flood (60)		
			WFR Wide Flood Rectangular (180)		
			WHR Horizontal Medium Flood (60)		
			MSP Medium Spot (60)		
			NRP Narrow Spot (180)		

EXAMPLE: DSXF1 LED P1 40K MSP MVOLT THK DB8XD

Options

Shipped included	Shipped separately	Shipped separately
DB8 5-10' downrings w/rod pulled outside fixture (for use without external control, ordered separately)	DB8 5-10' downrings w/rod pulled outside fixture (for use without external control, ordered separately)	DB8 5-10' downrings w/rod pulled outside fixture (for use without external control, ordered separately)
SPD100V Separate surge protection	VG Guard guard	VG Guard guard

Accessories¹

Checklist and accessories

DSXF1-LED-DB8-10' 10' downring (part 1000)

DSXF1-LED-DB8-10' 10' downring (part 1000)

DSXF1-LED-DB8-10' 10' downring (part 1000)

DSXF1-LED-DB8-10' 10' downring (part 1000)

DSXF1-LED-DB8-10' 10' downring (part 1000)

DSXF1-LED-DB8-10' 10' downring (part 1000)

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DSXF1-LED-DB8-10' 10' downring (part 1000)

DSXF1-LED-DB8-10' 10' downring (part 1000)

DSXF1-LED-DB8-10' 10' downring (part 1000)

DSXF1-LED-DB8-10' 10' downring (part 1000)

Stock configurations are offered for shorter lead times:

Stock Part Number

DSXF1-LED-P1-40K-MSP-MVOLT-THK-DB8XD

DSXF1-LED-P1-40K-MSP-MVOLT-THK-DB8XD

DSXF1-LED-P1-40K-MSP-MVOLT-THK-DB8XD

DSXF1-LED-P1-40K-MSP-MVOLT-THK-DB8XD

DSXF1-LED-P1-40K-MSP-MVOLT-THK-DB8XD

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DSXF1-LED-P1-40K-MSP-MVOLT-THK-DB8XD

DSXF1-LED-P1-40K-MSP-MVOLT-THK-DB8XD

DSXF1-LED-P1-40K-MSP-MVOLT-THK-DB8XD

NOTES

1. MVOLT driver operates on line voltage from 120-277V.

2. Requires MVOLT or 347V (not available in 480V).

3. Also available in accessories, see Accessories information at end.



One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7278) • www.lithonia.com

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DSXF1-LED

Rev. 06/09/21

Page 1 of 1

3

LITHONIA DSXF1 CUT SHEET

NO SCALE

HUGHES
NETWORK SYSTEMS

HNS Greenfield Site J3

Antenna

3157 Whiteriver Ave
Rifle, CO 81650

Hughes Network Systems



7600 E. ORCHARD ROAD, SUITE 250-S
GREENWOOD VILLAGE, CO 80111-2539
303.796.6000
www.imegcorp.com

PROFESSIONAL SEAL

AGENCY APPROVAL

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REFERENCE SCALE IN INCHES
0 1 2

REVISIONS

No. Date Revision / Issue

SHEET INFORMATION

Issue CUP
Date 08/13/2021
Job Number 20005628.00
Drawn SDP
Checked LSH
Approved MRZ

SHEET TITLE
ELCTRICAL SITE PLAN

Scale: As indicated

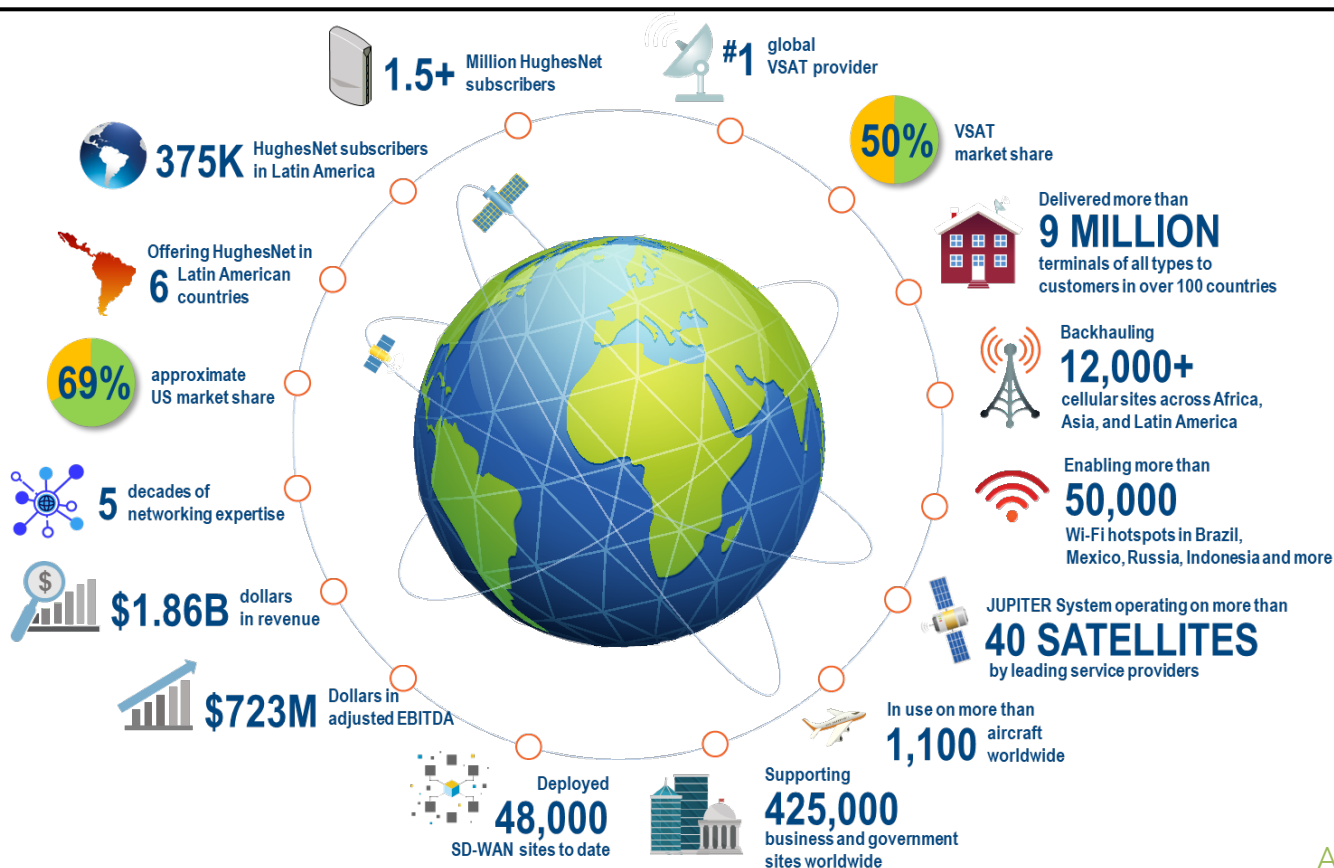
SHEET NUMBER

E1.01

Hughes Network Systems, LLC Lot Line Rearrangement & Conditional Use Permit for Public Services and Utilities

Rifle City Council Hearing
Rifle, Colorado | Parcel ID# 217710100051
December 15, 2021

State of the Business: Hughes



As of March 2021

The World's Largest Satellite Internet Service



1.5 million

Residential and SMB subscribers

Ranked #1

By FCC among all ISPs in delivering advertised download speeds 4 years in a row



~69% US market share

Offering service in Brazil, Chile, Colombia, Ecuador, Mexico, and Peru



Proposed Use

- Property located at 1560 E. 16th Street in Rifle, Colorado
- Hughes intends to use the property located for the placement of a new gateway to support its upcoming, next-generation, ultra-high-density satellite.
- Rifle Gateway is one (1) of 20 locations all west of the Mississippi river
- In the second half of 2022, Hughes plans to launch a new geosynchronous Ka-band satellite, called EchoStar XXIV/JUPITER 3
- In order to support the operations of the EchoStar XXIV/JUPITER 3 satellite. The Rifle gateway will include:
 - a southern pointed, 10-meter antenna
 - a small shelter to house equipment
 - back-up generator
 - redundant fiber



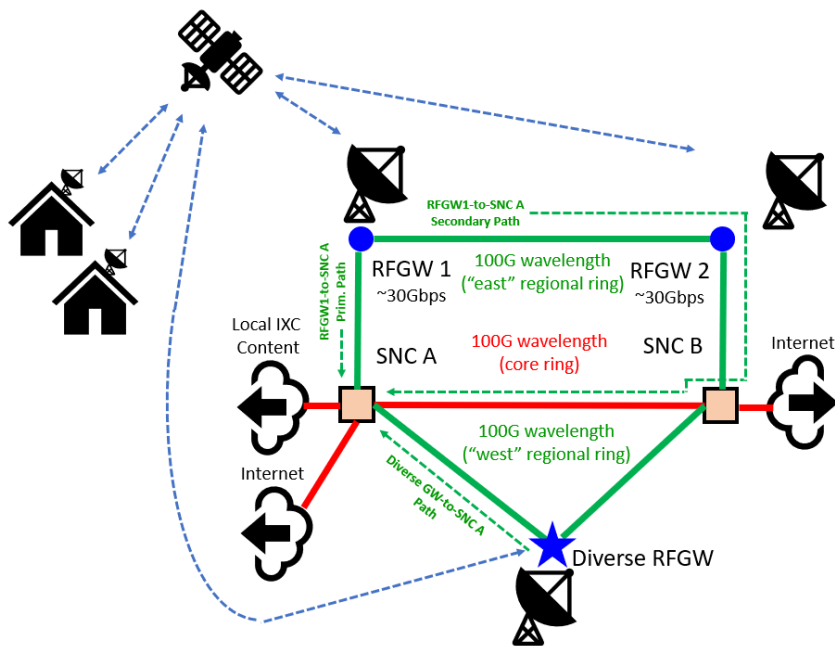
Proposed Use - Continued

- Each satellite connects to customers' homes via a small antenna (or "dish") at the customers' locations and through a network of "gateways" and linking the service over land-lines directly to the Internet and to Hughes network operations centers
- Today, more than 17 million households across the U.S. – including many in rural Colorado – suffer from inadequate or no wireline Internet access at all
- This is a broadband gap that Hughes aims to help fill with the launch of EchoStar XXIV/JUPITER 3, maintaining the company's commitment to rural America
- The project is proposed to begin construction in early 2022

Hughes Network Systems, LLC Lot Line Rearrangement & Conditional Use Permit for Public Services and Utilities



JUPITER 3 Terrestrial Backbone Project



The Jupiter3 satellite network facilitates two-way data traffic between a subscriber's home location and its intended Internet-based destination. This network relies on a terrestrial backbone to provide transport between Hughes' remote satellite terminals (RFGWs) and centralized data processing centers (SNCs)

Here's how it works:

Customer assigned to one of multiple RFGWs, and each RFGW to a primary SNC.

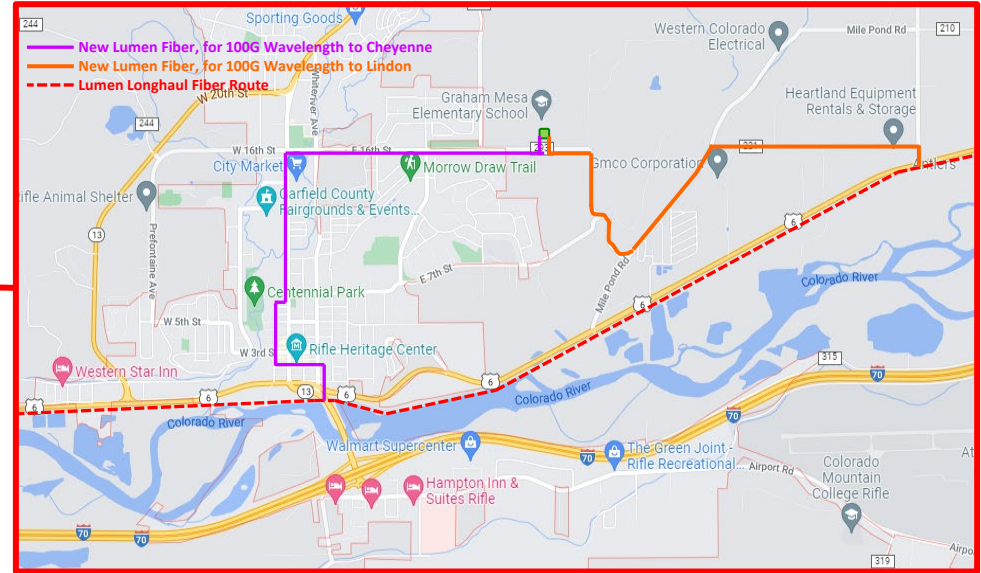
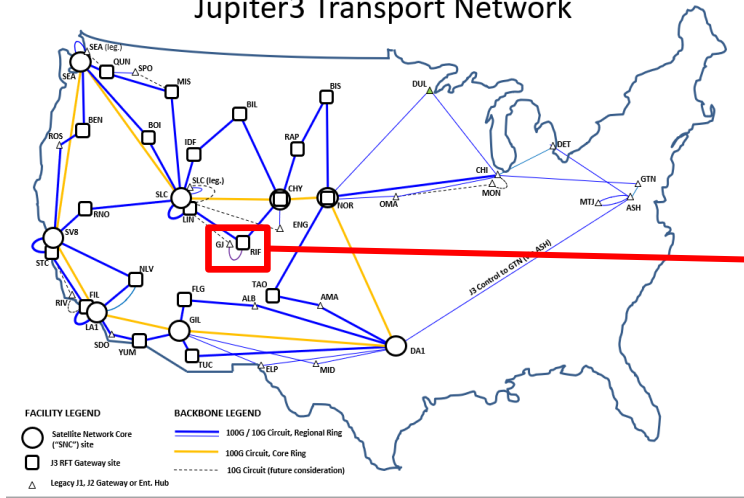
In the event of an outage on a given fiber path between RFGW1 and SNC A, traffic can failover to a secondary path in route to SNC A...

In the event of an outage on a given SNC, traffic can failover to a backup SNC (or is spread across several SNCs)...

In the event of an outage on RFGW1, the satellite will switch traffic to the Diverse RFGW, which in turn routes traffic to SNC A.

Lumen Network Upgrades (1 of 2)

Jupiter3 Transport Network



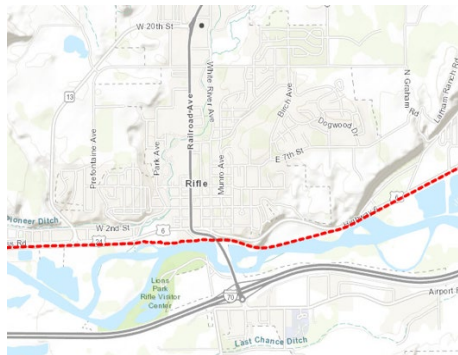
The Backbone design includes (1) Lumen 10G and (2) 100G Wavelengths, which will connect the Rifle gateway to other network nodes in Grand Junction, Cheyenne, and Salt Lake City. To deliver these services, Lumen would insert new ROADM add/drop networking equipment in its Rifle Inline Amplifier ("ILA") site, as well as in (7) other locations on their GJ/CHY/SLC longhaul fiber segment. This would enable high-capacity bandwidth services closer to the City of Rifle, lowering local access costs; Hughes would absorb much of the CAPEX cost.

Lumen Network Upgrades (2 of 2)

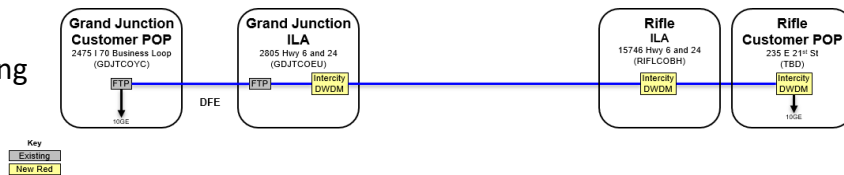
Currently the Lumen Network has Long Haul underground fiber running along Rte 6 north of the Colorado River through Rifle, CO between Grand Junction, CO and Salt Lake City, UT. This path goes through multiple repeater sites which do nothing more than regenerate the signal and pass it to the next ILA.

In this way, it operates like an express lane with no exits (see red dotted line below).

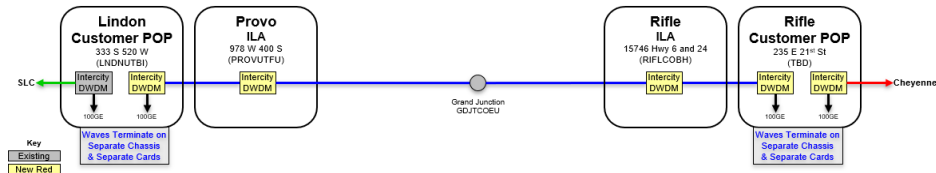
The Backbone project would insert “add/drop” hw into that network segment, allowing customers in Rifle to secure new high-capacity services with reduced local access charges.



Grand Junction-Rifle 10G Wavelength: New DWDM equipment in GJ and RIF ILAs



Lindon-Rifle 100G Wavelength: New DWDM equipment in Provo ILA



Rifle-Cheyenne 100G Wavelength: New DWDM equipment in Gypsum and Cheyenne ILAs; augmented hw in Rockport



Technical Site Selection Criteria

- Meet FCC requirements of not being close to highways and railways
- Appropriate spacing geographically between gateways
- Unobstructed view south
- Reliable Three phase power
- Access to diverse fiber paths
- Remote/Smart hands services

Coniferous Trees

S	Colorado Spruce, 16' Ht.	Picea pungens	16
P	Ponderosa Pine 14' Ht.	Pinus ponderosa	13

Deciduous Trees

All trees 2.5" cal.

C	Canada Red Chokecherry	Prunus virginiana	7
K	Kentucky Coffee Tree	Gymnocladus dioica	3
M	Sensation Boxelder Maple	Acer negundo	11
Total Trees			50

Existing trees/shrubs to remain. Buildings have been removed.

Unplatted
3.223± AcresBook 344
Page 410Lot 2
3.001± Acres

As Adjusted Boundary Line

E. 16th Street

Notes

Warranty plants and trees for one year after final acceptance. Replace dead or dying materials not in vigorous, thriving condition as soon as weather permits.

Determine locations of underground utilities and perform work in a manner which will avoid possible damage.

Plants shall be specimen quality, typical of their species or variety.

Plant trees and shrubs in pits 12' larger than tree ball, backfill with a mix of 2 parts topsoil and 1 part Nutri-Mulch.

All trees will be irrigated with an underground drip zone system.

All seed areas will be irrigated with an underground system utilizing rotating sprinkler nozzles.

Weather based irrigation controls shall include functioning soil moisture sensors and a rain sensor as components of the system.

Reseed all disturbed areas with the following seed mix:

Native Seed Mix (Pitkin County Mix)

Rate: .82 lb per 1,000 sq. ft.

- 20% Mountain Brome
- 20% Slender Wheatgrass
- 20% Western Wheatgrass
- 15% Thickspike Wheatgrass
- 10% Idaho Fescue
- 5% Indian Ricegrass
- 5% Sideoats Grama
- 5% Bluebunch Wheatgrass



prepared
August 3, 2021
revised
Dec. 2, 2021

HUGHES NETWORK SYSTEMS
Landscape Plan
Rifle, Colorado

1560 E. 16th Street
Rifle, Colorado

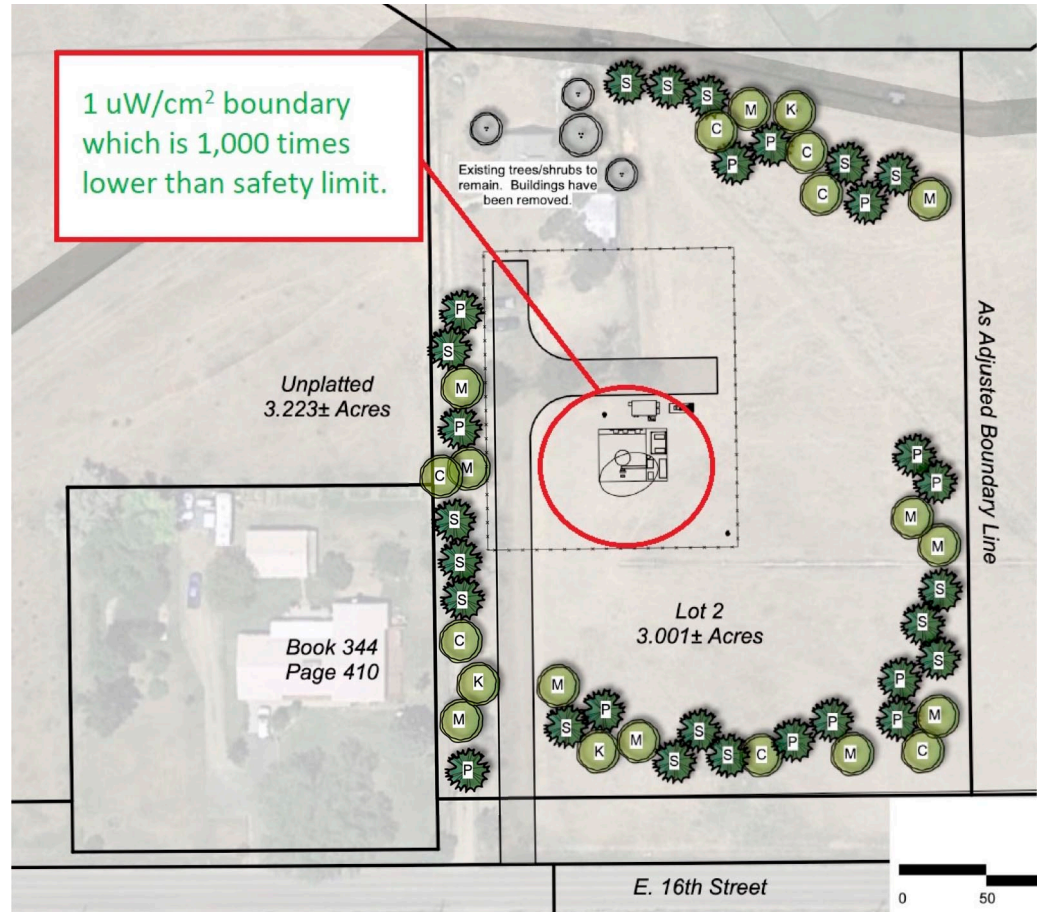
Landscape
Plan

L1



Rifle RF Exposure Comparison

- A typical household microwave oven leaks RF energy at the door at about 200 $\mu\text{W}/\text{cm}^2$
- The Hughes Rifle antenna RF energy at 40 feet away from the antenna reflector is about 1 $\mu\text{W}/\text{cm}^2$. This distance is within the fenced boundary.
- The Hughes antenna exposure is 200 times less than being next to a microwave oven.
- The FCC limit for safe exposure is 1 $\mu\text{W}/\text{cm}^2$, which is 1000 times greater than the RF exposure at 40 feet.



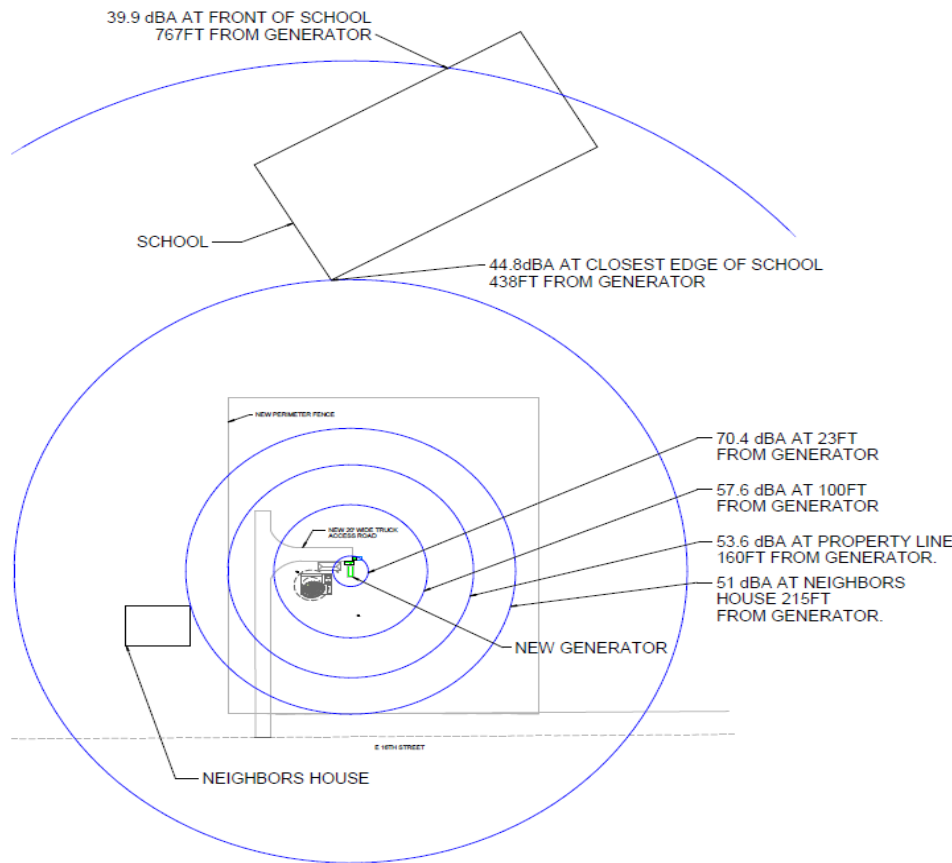
LOUDNESS COMPARISON CHART (dBA)

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
Jet Fly-over at 1000 ft	110	Rock Band
Gas Lawn Mower at 3 ft	100	
Diesel Truck at 50 ft at 50 mph	90	Food Blender at 3 ft
Noisy Urban Area, Daytime	80	Garbage Disposal at 3 ft
Gas Lawn Mower at 100 ft	70	Vacuum Cleaner at 10 ft
Commercial Area	70	Normal Speech at 3 ft
Heavy Traffic at 300 ft	60	
Quiet Urban, Daytime	50	Large Business Office
Quiet Urban, Nighttime	40	Dishwasher Next Room
Quiet Suburban, Nighttime	30	Theater, Large Conference Room (Background)
Quiet Rural, Nighttime	20	Library
	10	Bedroom at Night, Concert Hall (Background)
	0	Broadcast/Recording Studio
Lowest Threshold of Human Hearing	0	Lowest Threshold of Human Hearing

An increase of 3 dBA is barely perceptible to the human ear.

2 SOUND LEVELS IN dBA

NO SCALE



1 SOUND DISSIPATION FROM GENERATOR



100% + 10%



















Neighborhood Outreach

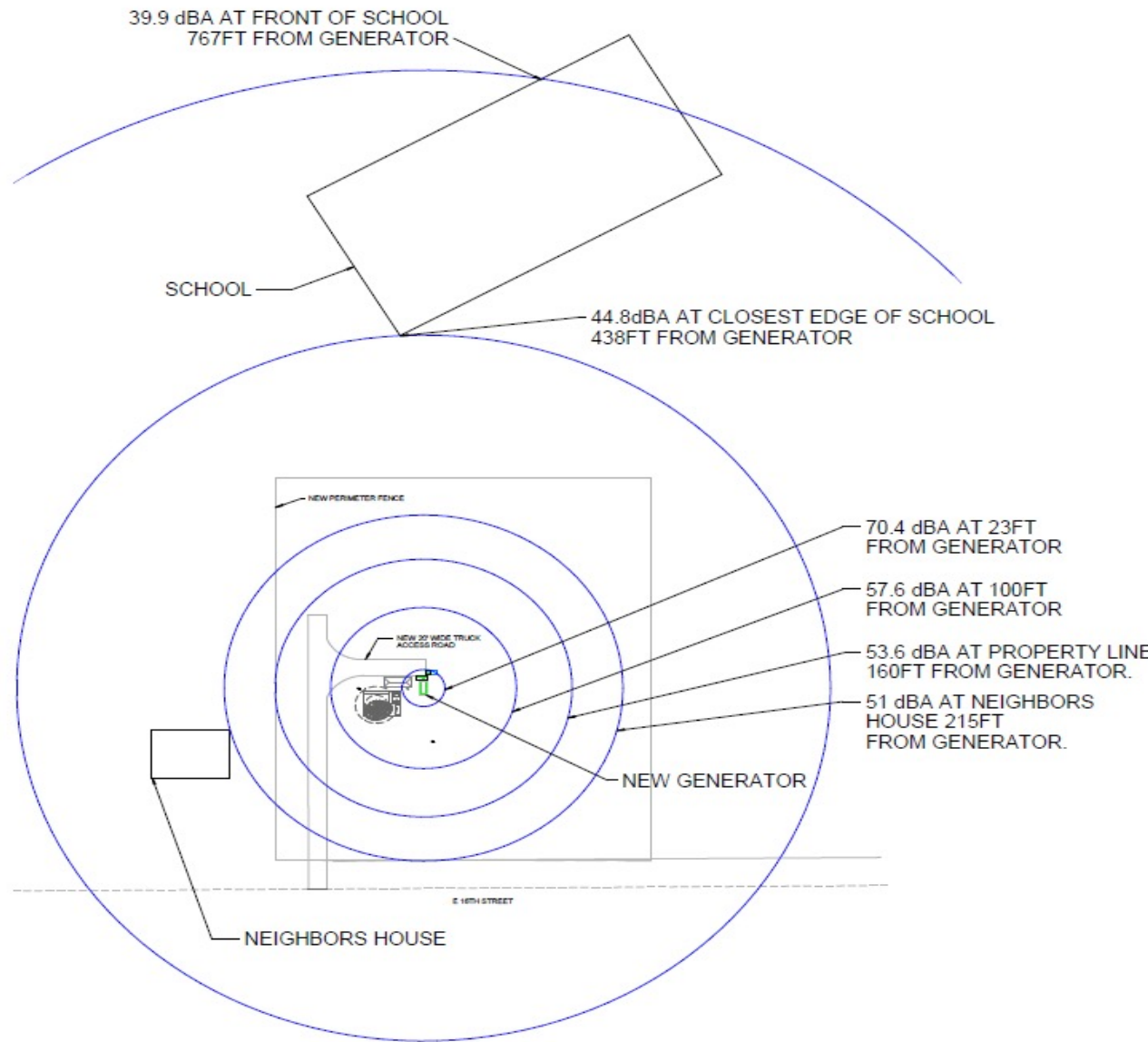
- Applicant representative has reached out to Brian Sprenger, the Principal at Graham Mesa Elementary School, and Garfield Re-2 School District Superintendent Heather Grumley.
- The Principal who lives in the area was supportive of the project and welcomes potential future student educational opportunities.
- The site plan and landscape plan were refined to provide an expanded landscape buffer for Mr. and Mrs. Dion who are the neighbors to the west.
- The site plan, landscape plan, and impact assessments were presented and discussed with Mr. Dion at his residence and his discussion points were noted.
- The Applicant has documented the discussion points from this meeting and is coordinating responses with Mr. Dion.

LOUDNESS COMPARISON CHART (dBA)

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
Jet Fly-over at 1000 ft	110	Rock Band
Gas Lawn Mower at 3 ft	100	
	90	Food Blender at 3 ft
Diesel Truck at 50 ft at 50 mph	80	Garbage Disposal at 3 ft
Noisy Urban Area, Daytime	70	Vacuum Cleaner at 10 ft
Gas Lawn Mower at 100 ft	70	Normal Speech at 3 ft
Commercial Area	60	
Heavy Traffic at 300 ft	60	Large Business Office
Quiet Urban, Daytime	50	Dishwasher Next Room
Quiet Urban, Nighttime	40	Theater, Large Conference Room (Background)
Quiet Suburban, Nighttime	30	Library
Quiet Rural, Nighttime	20	Bedroom at Night, Concert Hall (Background)
	10	Broadcast/Recording Studio
	0	
Lowest Threshold of Human Hearing	0	Lowest Threshold of Human Hearing

An increase of 3 dBA is barely perceptible to the human ear.

2 SOUND LEVELS IN dBA
NO SCALE



1 SOUND DISSIPATION FROM GENERATOR
SCALE: 1" = 1'-0"



















Hughes Network Systems, LLC Lot Line Rearrangement & Conditional Use Permit for Public Services and Utilities

- **Applicant agrees with the following Staff Recommendations that the Town Council approve the Hughes Network Systems, LLC Conditional Use Permit for Public Services and Utilities with the following conditions identified for the Planning Commission:**
 1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval, unless specifically altered by the Planning Commission
 2. The operation of the facility shall be done in accordance with all applicable Federal, State, and local regulations governing the operation of this type of facility. Prior to operation of the facility, the applicant shall supply City Staff with the required FCC License for the site
 3. Any expansion of the use is not covered by this Conditional Use Permit and may require additional City of Rifle permitting
 4. The applicant shall address referral comments to the satisfaction of City Staff prior to the issuance of a Building Permit for the property
 5. The applicant shall provide an updated landscaping plan that shows additional screening for the house located to the southwest prior to the issuance of a Building Permit for the property
 - a. The landscaping shall be installed as shown on the updated landscaping plan prior to operation of the use on the site. The applicant shall also provide irrigation water for the trees to be used for screening
 6. The Conditional Use Permit shall become null and void if the operation is discontinued for 12 consecutive months

Coniferous Trees

S	Colorado Spruce, 16' Ht.	Picea pungens	16
P	Ponderosa Pine 14' Ht.	Pinus ponderosa	13

Deciduous Trees

All trees 2.5" cal.

C	Canada Red Chokecherry	Prunus virginiana	7
K	Kentucky Coffee Tree	Gymnocladus Dioicus	3
M	Sensation Boxelder Maple	Acer Negundo	11
Total Trees			50

Existing trees/shrubs to remain. Buildings have been removed.

Unplatted
3.223± Acres

Book 344
Page 410

Lot 2
3.001± Acres

As Adjusted Boundary Line

E. 16th Street

Notes

Warranty plants and trees for one year after final acceptance. Replace dead or dying materials not in vigorous, thriving condition as soon as weather permits.

Determine locations of underground utilities and perform work in a manner which will avoid possible damage.

Plants shall be specimen quality, typical of their species or variety.

Plant trees and shrubs in pits 12' larger than tree ball, backfill with a mix of 2 parts topsoil and 1 part Nutri-Mulch.

All trees will be irrigated with an underground drip zone system.

All seed areas will be irrigated with an underground system utilizing rotating sprinkler nozzels.

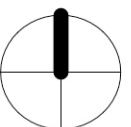
Weather based irrigation controls shall include functioning soil moisture sensors and a rain sensor as components of the system.

Reseed all disturbed areas with the following seed mix:

Native Seed Mix (Pitkin County Mix)

Rate: .82 lb per 1,000 sq. ft.

- 20% Mountain Brome
- 20% Slender Wheatgrass
- 20% Western Wheatgrass
- 15% Thickspike Wheatgrass
- 10% Idaho Fescue
- 5% Indian Ricegrass
- 5% Sideoats Grama
- 5% Bluebunch Wheatgrass



north





Agenda Item #8.a.

Agenda Item Name:

Consider I-70 Gateway Beautification Contract with Martinez Western Constructors

Presenter:

Brian Prunty, Public Works Director

Craig Spaulding, Civil Engineer

Item Description:

This is a project designed at the request of the Council to see aesthetic improvements made to the I-70 West Bound Ramps and Pedestrian Safety involving lighting and sidewalks. It includes some features which aid with maintenance and stormwater management.

Recommended Action:

Move to approve the I-70 West Bound Gateway Landscape Construction Contract with Martinez Western Constructors in the amount of \$523,195.28

Fiscal Impact:

This project is partially funded by Devolution Funds which have been set aside for such corridor improvements. While it does have some impact to the Devolution Fund, it is rather low. It will require additional funding for landscape maintenance. These improvements have been coordinated with a future roundabout improvement to the greatest extent possible.

Operational Impact:

Better stormwater handling, reduced weed mitigation, improved traffic safety via lighting at the intersection and beneath the bridge, improved pedestrian safety via lighting.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

This is a project that will improve the entrance/gateway into Rifle, which will translate into community pride, propel commerce, and add interest to those seeking to live and work and do business in the City of Rifle. In short, it will provide "curb appeal". It utilizes, in part, CDOT Devolution Funds specifically set aside for such improvements. Martinez Western Constructors is a local contractor with long roots and a history of excellent concrete work. Given the volatile nature of the construction industry, we feel that this is our best and most cost-effective way of going forward with this project. While it is more than we anticipated, the value of these

improvements to the City's gateway outweighs the additional cost. We ask for your approval for the funding of this project for the amount of \$523,195.28.

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Martinez Western I-70 Memo
2. Rifle I-70 Gateway Landscape Construction Bid Docs
3. Martinez Western I-70 Purchase Order



TO: Thomas Klein, City Manager
FROM: Brian Prunty, Public Works Director
CC: Michelle Duran, Finance Director
DATE: December 8, 2021
RE: I-70 Gateway Beautification Contract.

This is a request for Council approval of expenditure of City Funds budgeted for 2021 to the I-70 Gateway Beautification project. This was a project identified in 2019 (though its history is much longer) as desired improvement to the I-70 West Bound Ramp landscaping. It subsequently evolved into a way to improve traffic and pedestrian safety while enhancing the west bound ramp gateway to Rifle. We engaged Ayers & Associates in the design and construction management. After acquiring City Council assent for the scope of the project and additional aesthetic elements, Council approved going forward.

The Bid process was difficult for a variety of reasons: size of project, its nature, a volatile labor market, and skyrocketing material costs. We were able to get to finally get a Bid from Martinez Western albeit significantly higher than our Engineer's Estimate. Per Council's guidance on this, I am asking for approval of the entire Bid amount of \$523,195.28, which represents the base bid and alternate bids.

Regarding funding, Public Works Street Improvement Fund budgeted \$315,000 for the project for this year. Again, per Council's directive, the General Fund would fund the balance, though I am not sure of the supplying budget line. Hopefully, Council can provide this General Fund budget line for us at the December 15th meeting. Attached is the Purchase Request.

Attachment.



CITY OF RIFLE

BID FORM - Page 1

FOR CONSTRUCTION OF:
Rifle I-70 Gateway Landscape Construction

DATE: 11/5/21

OWNER: City of Rifle
202 Railroad Avenue
Rifle CO 81650
Attn: Craig Spaulding

BIDDER: Name of Bidder Martinez Western Constructors
Address of Bidder 409 CR. 265
Rifle, CO 81650
Phone Number 970 319 0919
Email Address jmartinez@martinezwestern.com
Contact Name Jaime Martinez

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement with the Owner to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and bonds, insurance, submittals; and all fees as indicated or specified in the Contract Documents to be performed or furnished by BIDDER for the amount identified and detailed in the BID SCHEDULE and further totaled below ("Bid Proposal Amount"):

Base BID Three hundred seventy seven thousand & thirty Dollars (\$ 377,030.00)
(written) 06/100 (numeric)
Cents

AIT 1 : sixteen thousand six hundred sixty seven 50/100 (\$ 16,667.50)
Cents

Page 18

AIT 2 : one hundred twenty nine thousand four hundred ninety (\$ 129,497.72)

CITY OF RIFLE

BID FORM - Page2

DOCUMENTS AND ADDENDA:

The BIDDER submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, he has thoroughly reviewed the proposal form, Instructions to Bidders, General Conditions, Supplementary Conditions, General Requirements, and the Specifications and Drawings, and acknowledges that the following addenda covering revisions to the drawings and/or specifications, and the cost, if any, of such revisions has been included in the Total Bid Price.

Addendum No. Included Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CHANGES TO THE WORK:

BIDDER agrees to perform all the WORK for the Total Base Bid price identified in the "Bid Proposal Amount." If circumstances arise during construction of this project which dictate a change in quantity, then the pricing for that particular portion of the job will be adjusted up or down with the BIDDER'S Schedule of Values (as included in the Contract Documents) to the revised quantity required by the construction circumstances of these plans. Final payment will be based upon count or measurement of items in place upon completion of the project at the units of measure and unit prices, with the exception of lump sum items.

For changes not covered by a contract unit price, BIDDER proposes that all such changes ordered to the work which increases the Scope of Work shall be priced in advance of the work and such unit prices will be approved by the Owner prior to commencement of work.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:

By signing and submitting this Bid Proposal, the BIDDER certifies that upon demand, Performance and Labor & Material Payment Bonds can be furnished in amounts sufficient to cover the total proposed cost of work.

TIME OF COMMENCEMENT, COMPLETION, AND DAMAGES:

The BIDDER agrees that, if awarded the Contract, the Work will be substantially complete, ready for occupancy by Owner, according to the schedule submitted by BIDDER of within the indicated construction durations specified within the Contract Documents except for delays caused by Acts of God, neglect of the Owner or the

CITY OF RIFLE

BID FORM - Page 3

Representative of the Owner or other causes beyond the BIDDER'S control, and allows for no time due to labor disputes or strikes. Weather (unless severe) is not considered as an excuse for delay of the work.

Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed under the Agreement for the Completion of the work, the new time limits shall be of the essence of the Agreement.

GENERAL AGREEMENTS:

The BIDDER agrees to the following:

The BIDDER has had an opportunity to examine the Site of the work and has examined the Contract Documents therefore.

The BIDDER has carefully prepared the bid proposal upon the basis thereof and has carefully examined and checked the Bid Proposal and the materials, equipment and labor required thereunder, the cost thereof, and figures therefore, and hereby states that the amount or amounts set forth in the Bid Proposal is, or are, correct and that no mistake or error has occurred in the Bid Proposal or in the BIDDER's computations upon which the Bid Proposal is based and the BIDDER agrees that no claim for reformation, modification, rescission or correction of the Bid Proposal will be made after the scheduled closing time for the receipt of Bid Proposals.

The BIDDER understands that the Owner reserves the right to reject any or all Bids for any or no reason and to waive any informality in the bidding.

The BIDDER understands that this Bid shall not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The BIDDER understands that unless a bid item is included on the "Bid Schedule", no separate payment shall be made for items required to complete the work in accordance with the contract. If included on the bid schedule, then work under the item will be paid at the unit or units given and shall include all necessary work complete and in place.

In preparing the Bid Proposal, the BIDDER has verified and is reasonably assured of the availability of all labor, materials, and products in this document.

The BIDDER has carefully reviewed the Bid Documents in their entirety and has agreed to meet these requirements.

CITY OF RIFLE

BID FORM - Page 4

DOCUMENT EXECUTION:

DATED This 5th day of november, 2021

(Name of Firm)

Martinez Western Constructors

(Street Address)

409 CR 265

(City, State, Zip)

Rifle CO 81650

(Signature)

[Handwritten Signature]

(Printed Signature)

Danny A Martinez

(Title) owner

Please check as appropriate:

☐ An individual

☐ A Partnership Between: _____

☒ A Corporation organized under the laws of the State of colorado

END OF BID FORM

LIST OF MATERIALS SUPPLIERS / SUBCONTRACTORS

Provide the name of the materials supplier or subcontractor included in your base bid price. Any changes in the providers listed below can be made only with the approval of the Owner. Any amount of work greater than 10% of the amount bid shall be considered as a subcontractor/Materials Supplier.

Name of Subcontractor /Materials Supplier	Work Item Performed or Provided	% of Value
<u>KSK</u>	<u>traffic control</u>	<u>N/A</u>
<u>RGA Electrical</u>	<u>electrical</u>	<u>20%</u>
<u>walker</u>	<u>electrical</u>	<u>20%</u>
<u>Benchmark electrical solutions</u>	<u>electrical</u>	<u>20%</u>
<u>Jerry's landscape</u>	<u>landscape</u>	<u>40%</u>
<u>North 40</u>	<u>land scape</u>	<u>40%</u>
<u>Meeker sand & gravel</u>	<u>concrete & agg.</u>	<u>10%</u>

CITY OF RIFLE

BID SCHEDULE

[illegible]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Martinez Western Constructors, Inc.
409 County Road 265 Rifle, CO 81650

as Principal, and American Southern Insurance Company 365 Northridge Road, Suite 400 Atlanta, GA 30350

held and firmly bound unto City of Rifle 202 Railroad Avenue Rifle, Colorado 81650

in the penal sum of Twenty Thousand and 00/100 Dollars (\$20,000.00)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 5th day of November, 2021. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF RIFLE, COLORADO**, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Rifle I-70 Gateway Landscape Construction

NOW, THEREFORE,

[a] If said Bid shall be rejected, or

[b] If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Martinez Western Constructors, Inc.

 (L.S.)
Principal

American Southern Insurance Company
Surety

By: 
Stefan E. Tauger, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as Amended) and be authorized to transact business in the state where the project is located.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas; James A. Mallis of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President, and attested by its Secretary this 25th day of February 2021.

Attest:

Melonie A. Coppola, Secretary

American Southern Insurance Company

By: 
Scott G. Thompson, President

STATE OF GEORGIA

SS:

COUNTY OF FULTON

On this 25th day of February 2021, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.


Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires May 3, 2022

STATE OF GEORGIA

SS:

COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 5th day of November 2021

Power No. 51270


John R. Huot
Vice President

Rifle I-70 Gateway Landscape Construction



PROJECT MANUAL

**CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, COLORADO 81650**

2021

Advertised For Bids: Monday, September 27th, 2021

Mandatory Pre-Bid Meeting: Friday, October 15, 2021 (10:00 am)

Last Day for Questions: October 29, 2021

(Email all questions to cspaulding@rifleco.org – phone inquiries not accepted)

Bid Due Date: Friday, November 5, 2021

Award Date: December 1, 2021

Construction Start Date: Spring 2022

Substantial Completion Date: TBD at Contract Execution

Required Bid Documents

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Any submission received after the advertised Bid Opening shall be returned unopened to the sender. Required Bid Documents are in the Bid Submittal Checklist Below

<u>X</u>	Bid Form
<u>X</u>	List of Materials Suppliers/ Subcontractors
<u>X</u>	Contractor's License
<u>X</u>	Bid Schedule
<u>X</u>	Bid Bond



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Martinez Western Constructors	

2.	Vendor Address
	409 County Road 265
	Rifle, CO 81650

3.	For the Purchase of (description)
	Landscaping and Pedestrian Improvements
	to the I-70 west bound ramps & gateway

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$523,195.28	\$315,000	

5.	Dept. Name	General Ledger Acct #
	Public Works	100-4312-400-734 & General Fund

6.	Type of Purchase
	☒ Capital Construction
	☐ Capital Construction – Change Order
	☐ Capital Equipment
	☐ Plant Equipment
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☐ Professional Services
	☐ Utilities (includes equipment installation)
	☐ Land, easements, ROW

7.	Purchasing Process Required
	☐ Cooperative Purchasing
	☐ Open Market
	☐ Comparative Pricing
	☐ Request for Proposal (attach bid tab)
	☒ Formal Bid (attach bid tab and advertisement)
	☐ Single Source (attach an explanation)

8.	Authorization Required
	☒ City Manager
	☒ City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Brian Prunty</i>	12/7/2021
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



**CITY OF RIFLE
AGENDA ITEM REPORT**

MEETING DATE: December 15, 2021

Agenda Item #9.a.

Agenda Item Name:

Report to City Manager

Presenter:

Tommy Klein, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Work Report to City Manager
12/10/2021

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Report to City Manager 12.10.2021

WORK REPORT TO CITY MANAGER

12.10.2021

PUBLIC WORKS

- 0.5 MG Airport Water Tank – seeking grant funding
- I-70 Exit 90 Gateway Beautification – contract proposal and contract to City Council for approval December 15th .
- Geotech engineering evaluation of road conditions and subgrade: cemetery road system (CTL): awaiting report; evaluation of Tripp Dr., Whiteriver Ave., and Morrow Dr. structural failures with proposals for repair (Kumar): awaiting report and engineering recommendations.
- 5th Street and Ute Avenue Improvements, which includes surface improvements, sidewalk, and water distribution pipeline improvements.
- Retaining wall for City/Frontella property boundary

The following are projects currently under construction:

- Railroad Avenue Rehabilitation project: Corner of 4th & Railroad sidewalk and planter features work in progress. Application of rock fascia along planter and seating areas along 3rd Street. Nearing completion of installation of landscaping, to include electrification of up-lighting and irrigation features.
- Awaiting Xcel Energy for electrical transmission undergrounding – timing TBD; outside of Downtown areas restoration still in progress. Xcel will be installing the

FLEET

- Preparation for Fall auction of vehicles for removal from City Fleet.
- The Vactor vacuum truck (Unit 1608) is fully operational.
- Difficulties in the procurement of new vehicles is still difficult; manufacturers are still having problems with production and delivery.
- 2007 Ford 500 has been upfit with a light/siren package (unmarked vehicle style) for the new police chief.

OPERATIONS & MAINTENANCE

Construction of Valley Pan in the alley east of Railroad Avenue between 4th & 5th Streets.

- Installed new 60 ft. curb/gutter section in the 1300 block of Railroad Avenue to improve drainage management.
- Snow/Ice management

Two weeks look-ahead

- Ongoing development and identification of Punch List for the Downtown Rehabilitation project.
- Installation of Bollards along new section of street associated with the Downtown Rehabilitation project.

FINANCE

- City Employee Holiday Party scheduled at the Ute for Thursday, Dec 9, 6-8:30pm. Nice dinner provided for employee +1. HUGE SUCCESS! (ha!)
- Lynn Miller still out, but working full time from home for medical reasons.
- Interim work for 2021 audit delayed until next week, due to weather. Will be here for interim testing for a day or two. Year-end audit work is expected for March, approximately.
- Tax liens were filed for non-payment of utilities on twenty accounts. Very small number considering we have over 3500 accounts, and had about 42 liens last year.
- Still working on the retirement plan switch to Standard. They have not completed all necessary set up on their end, so we've had to do some extra work to get deposits made, etc. Expecting it will flow more smoothly with the next payroll.
- Tax lien certification has been sent to Garfield County as required.

CITY CLERK

- Sent out a survey to City Council to determine a date for the Facility Tour and Meet & Greet
- Established the date for the 2022 Strategic Planning session. It will take place on Friday, March 11, 2022 and Saturday, March 12, 2022.
- Began implementing the upgrading version of CivicClerk. We will conduct a brief training to Department Heads, in order to familiarize them with the new features.

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Press releases regarding increase in trash collection fees and information regarding the community survey.
- Assisted Tommy and Carlos with update videos.
- Disseminated the fall 2021 Employee Newsletter.

COURT

- Handled 38 adult cases and six juvenile cases on December 1 court day.
- Held five telephone hearings with inmates in custody.
- Attended Coffee with the Court meetings organized by CAMCA (Colorado Association of Municipal Court Administrators) members. Discussion on the legislative cessation of OJWs (holds on driver's licenses) by courts.
- Met with prosecutor to discuss court issues.

PD

- Interviews for officer candidates occurred on December 10.
- Shop with a Cop was held on December 11 with 14 children participating!
- Larceny from unlocked vehicles continues to be an issue.

OTHER

- GRIT had over 200 people participate in their scavenger hunt for Hometown Holidays.
- The citizen survey is still underway.
- An employee survey is underway and we are very happy with the number of responses.