



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

January 5, 2022
7:00 PM
202 Railroad Avenue, Rifle, CO

5:30 PM - Workshop Meeting

Discussion and Review

- a. Discuss Second Street Development
- b. Discuss S2 Grant Application Process and Priorities
- c. Project Update on Rifle City Hall Physical & Electronic Security Upgrades, Phase 2

7:00 PM - Regular Meeting

- 1. **Call to Order**
- 2. **Pledge of Allegiance**
- 3. **Roll Call**
- 4. **Oath of Office Ceremony**
 - 4.a. Oath of Office to Chief of Police Debra Funston
- 5. **Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
- 6. **Consent Agenda**
 - 6.a. Consider Municipal Judges Compensation Rate
 - 6.b. Consider Minutes of the December 15, 2021, Regular Meeting
 - 6.c. Consider Designating a Public Posting Place - Resolution No. 1, Series of 2022
- 7. **Action, if any, on Workshop Items**
- 8. **Presentation**

8.a. Receive Presentation from RE-2 Regarding Mill Levy Correction

8.b. 2022 Compensation Information Update

9. Public Hearing

9.a. (Acting as Liquor Licensing Authority) Public Hearing - Consider Application by Super Kidz, LLC dba Super Kidz for a Beer and Wine Liquor License at 1733 Railroad Avenue, Unit A

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

10. Regular Agenda

10.a. Consider Approval of 7-Party MOU Regarding Garfield County Senior Programs

11. Administrative Reports

11.a. Report to City Manager

12. Comments from Mayor and Council

13. Adjournment



Agenda Item #a.

Agenda Item Name:

Discuss Second Street Development

Presenter:

Patrick Waller, Planning Director

Item Description:

Workshop for a potential affordable housing development to be located at the southwest corner of Railroad and Second Street.

Recommended Action:

None

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

None

Background Information:

None

Executive Summary:

The applicant has identified the vacant parcel at the southwest corner of Second Street and Railroad Avenue for a potential 50-unit affordable housing development. The workshop session is meant to familiarize City Council with the project, to receive any preliminary feedback, and to answer questions.

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Staff Memo - 2nd Street Development
2. Floor Plans

3. Rendering
4. Applicant Presentation



MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, AICP, Planning Director
Date: January 5, 2022
Subject: 2nd Street Affordable Housing Development

BACKGROUND

The Applicant is proposing a 50-unit affordable housing development for the property located at the southwest corner of Railroad Avenue and 2nd Avenue. The proposal would include 40 affordable housing units and 10 free market units with the unit split to include 38 1-Bedroom Units, eight 2-Bedroom Units and four 3-Bedroom Units. Additionally, to meet Rifle Municipal Code requirements for this zone district, the applicant is proposing approximately 1,500 square feet of commercial space on the first floor.

PROJECT CONSIDERATIONS

The applicant is still early in the development process and has met with Staff multiple times to get feedback on the project. At this time the project is still in the design phase and there is still the potential that the applicant is not awarded the competitive affordable housing funds. Potential issues identified by Staff include:

Parking & Funding

The applicant is currently proposing one parking spot per unit to address parking. While the Rifle Municipal Code is flexible for the number of parking spots that are required downtown, the applicant will need to supply a parking study for review and acceptance by Staff and the Rifle Planning Commission. To help address parking requirements for the project (and to potentially provide public parking), Staff has been having discussions regarding the potential for underground parking as part of the development. However, underground parking is expensive and at this time a funding source has not been identified. As the project moves forward, there will be further discussion regarding potential funding options. Any formal request for funding or fee waivers will be required to come in front of City Council for review and approval.

Design Standards

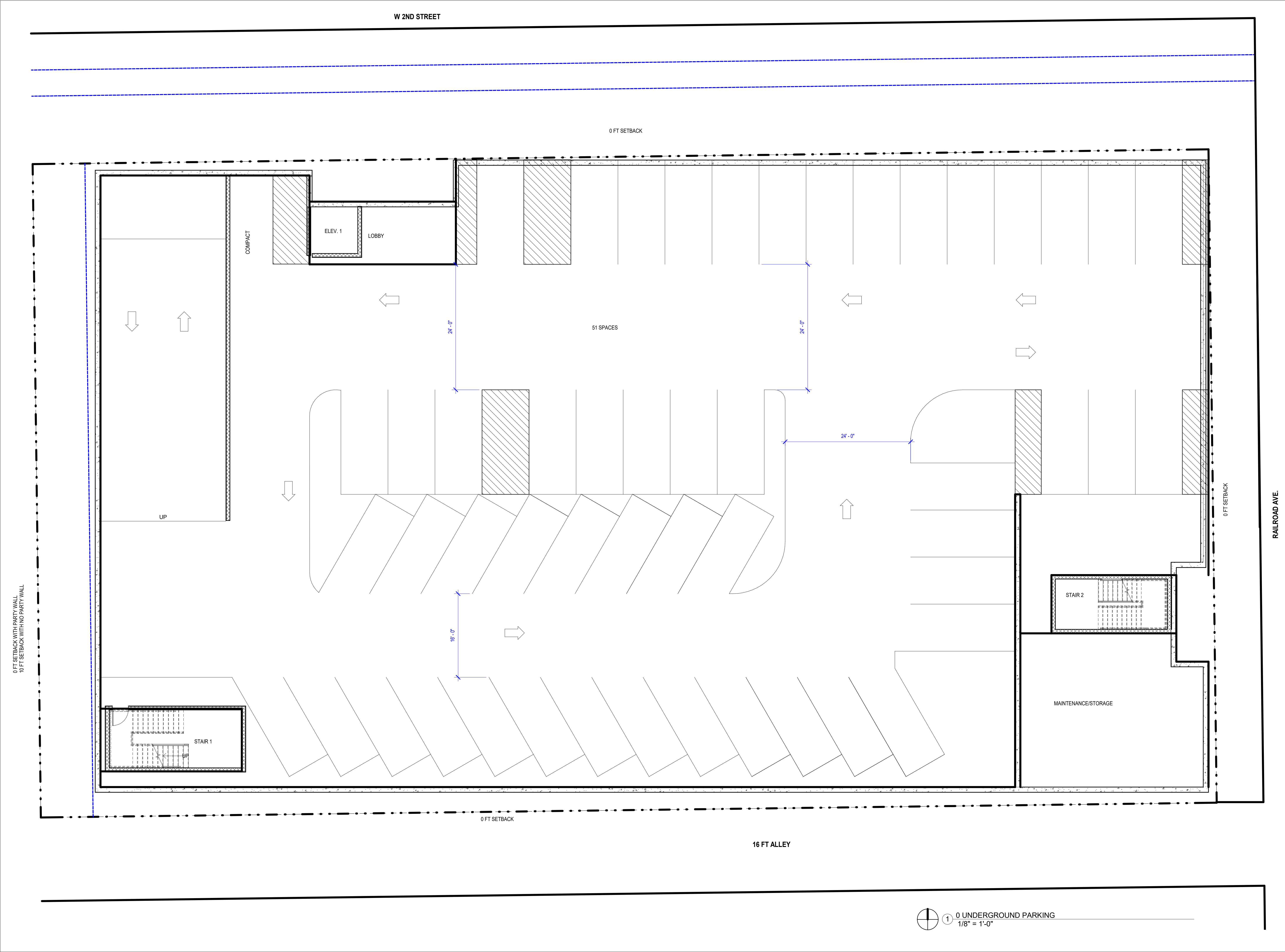
The Rifle Municipal Code has a number of design standards that the applicant will be required to meet as part of the project. These standards were created to ensure that the building is compatible

with existing buildings and downtown plans. Review of any proposed project will be completed as part of the Site Plan review.

REVIEW PROCESS

The Rifle Municipal Code allows for a Mixed-Use Development (this means commercial on the ground floor and residential above) as a use by-right in this zone district. However, based on the size of the building the application is required to receive Site Plan approval from the City of Rifle Planning Commission.

The applicant has requested a workshop to familiarize City Council with the project, to receive any preliminary feedback on the project, and to answer any Council questions.



RAILROAD AVE.
RIFLE, COLORADO

DRW

CHK

REVISIONS

NO.	DESCRIPTION	DATE

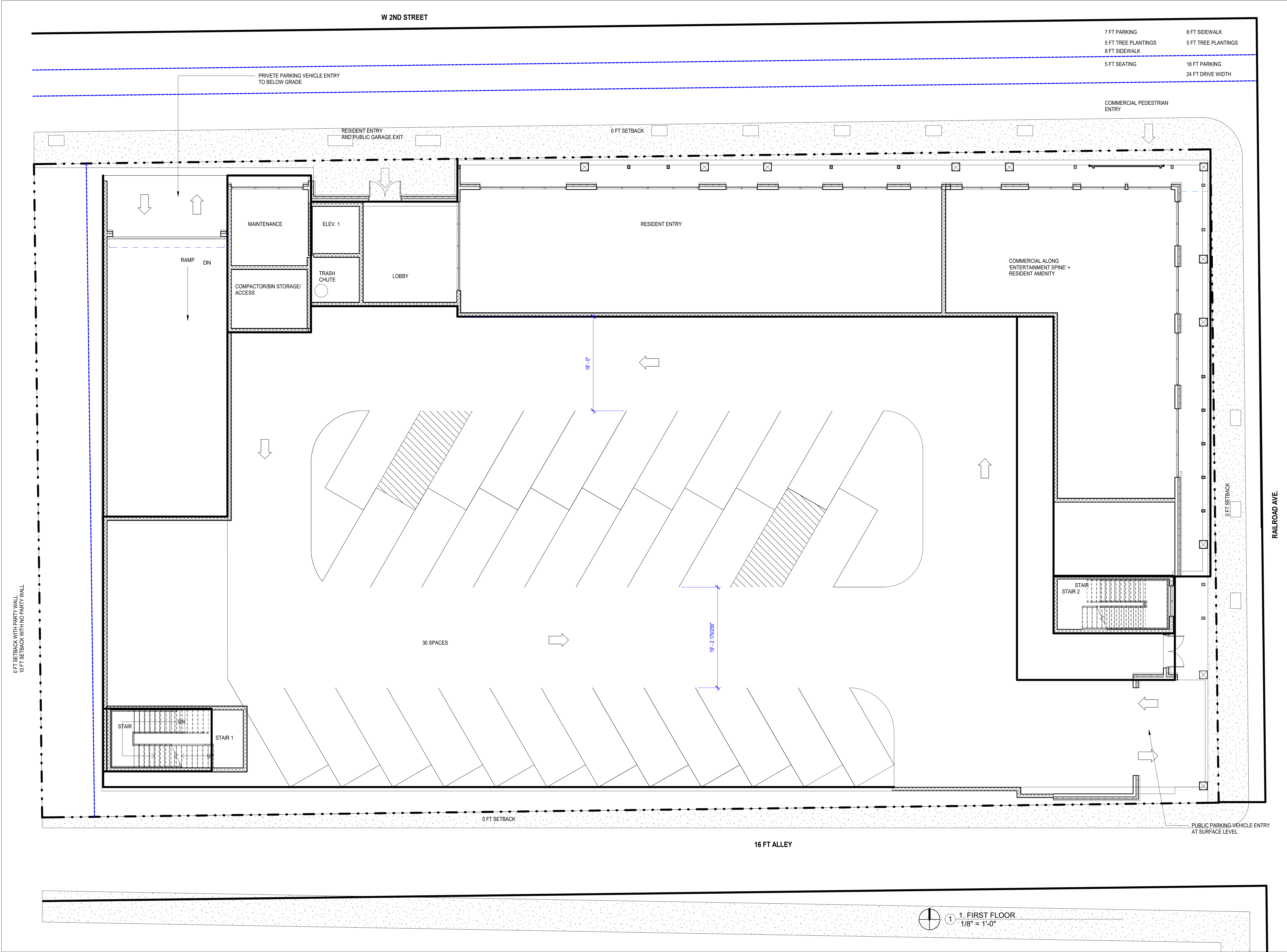
ISSUE RECORD		
NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
2		
3		
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SHEET CONTENTS:
UNDERGROUND PARKING

NOT FOR CONSTRUCTION

PROJ. NUMBER:	3-21-04
DATE:	OCTOBER 4, 2021
DRAWING NUMBER:	

A2.1



RAILROAD AVE.
RIFLE, COLORADO

DRW		
CHK		
REVISIONS		
NO.	DESCRIPTION	DATE

ISSUE RECORD		
NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
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SHEET CONTENTS:
FIRST FLOOR

NOT FOR CONSTRUCTION

PROJ. NUMBER: 3-21-04
DATE: OCTOBER 4, 2021
DRAWING NUMBER:

A2.2

RAILROAD AVE.

RIFLE, COLORADO

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REVISIONS

NO.	DESCRIPTION	DATE

ISSUE RECORD

NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
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SHEET CONTENTS:
SECOND FLOOR

NOT FOR CONSTRUCTION

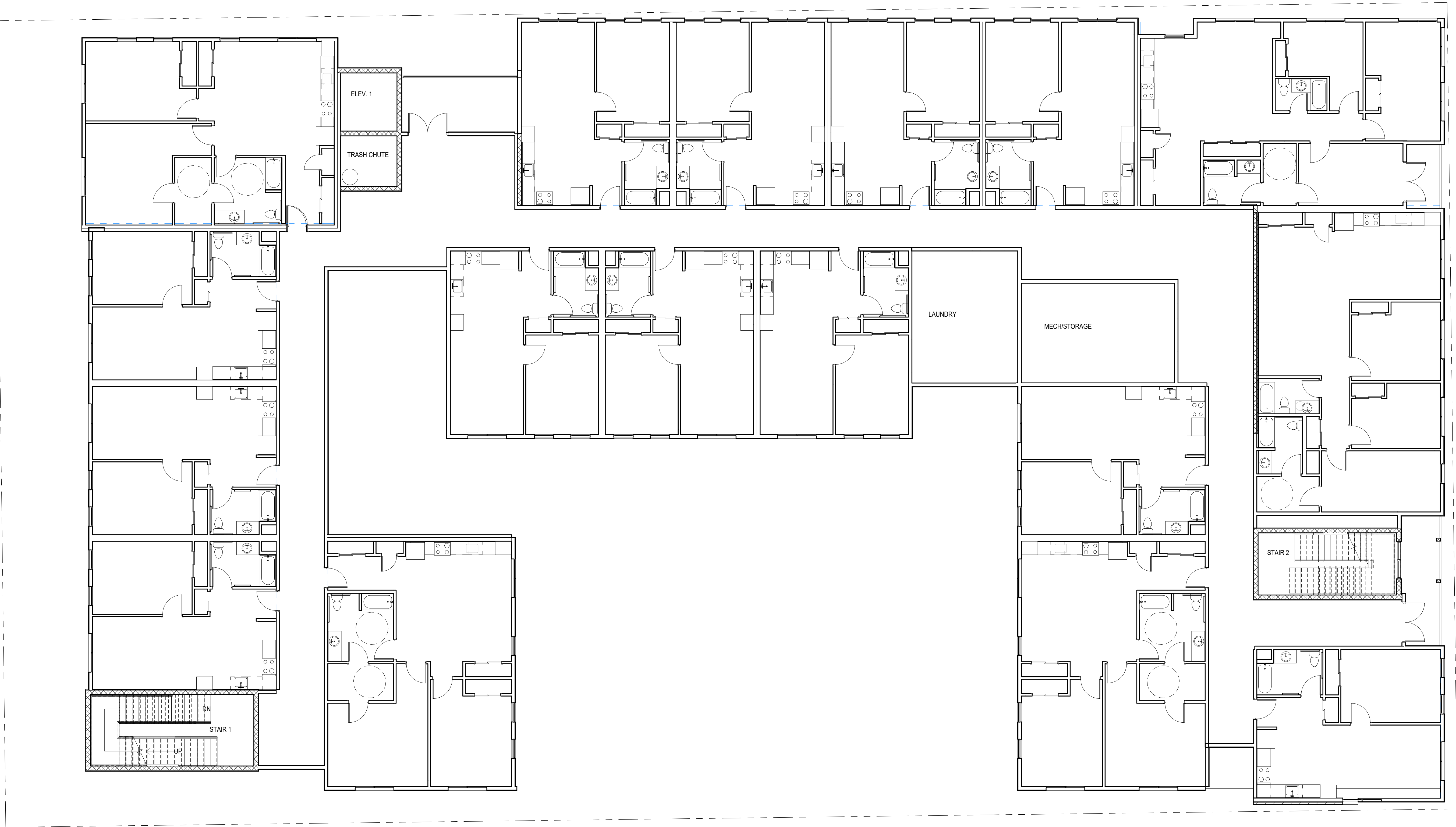
PROJ. NUMBER: 3-21-04

DATE: OCTOBER 4, 2021

DRAWING NUMBER:

A2.3

UNIT	1 BED/1BATH	2 BED/1BATH	3 BED/2BATH	TOTAL
1ST FLOOR	0	0	0	0
2ND FLOOR	12	3	2	17
3RD FLOOR	12	3	2	17
4TH FLOOR	14	2	0	16
TOTAL	38	8	4	50



2. SECOND FLOOR
1/8" = 1'-0"

RAILROAD AVE.

RIFLE, COLORADO

DRW

CHK

REVISIONS

NO.	DESCRIPTION	DATE

ISSUE RECORD

NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
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SHEET CONTENTS:
THIRD FLOOR

NOT FOR CONSTRUCTION

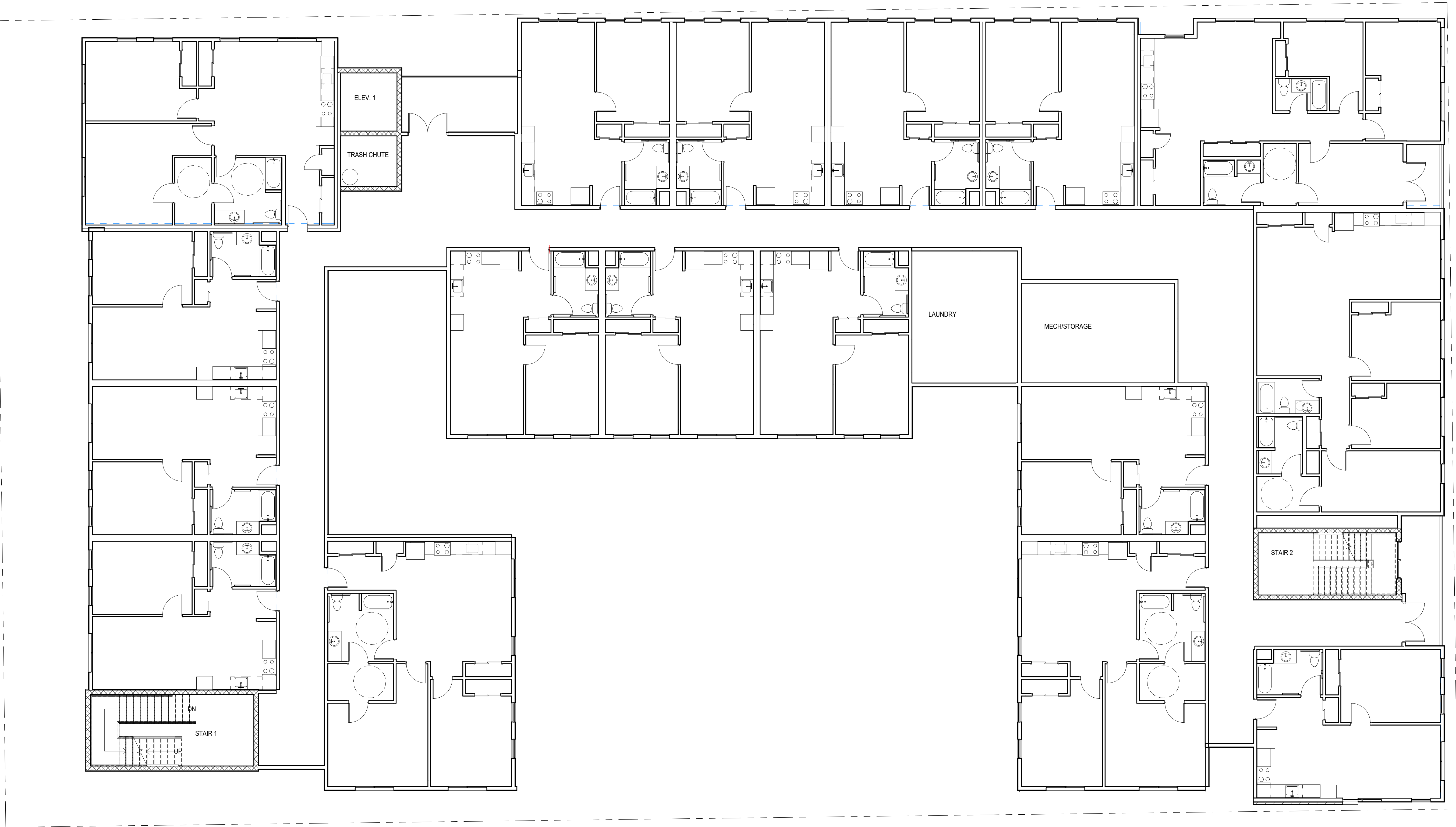
PROJ. NUMBER: 3-21-04

DATE: OCTOBER 4, 2021

DRAWING NUMBER:

A2.4

UNIT	1 BED/1BATH	2 BED/1BATH	3 BED/2BATH	TOTAL
1ST FLOOR	0	0	0	0
2ND FLOOR	12	3	2	17
3RD FLOOR	12	3	2	17
4TH FLOOR	14	2	0	16
TOTAL	38	8	4	50



3. THIRD FLOOR
1/8" = 1'-0"

UNIT	1 BED/1BATH	2 BED/1BATH	3 BED/2BATH	TOTAL
1ST FLOOR	0	0	0	0
2ND FLOOR	12	3	2	17
3RD FLOOR	12	3	2	17
4TH FLOOR	14	2	0	16
TOTAL	38	8	4	50

RAILROAD AVE.

RIFLE, COLORADO

DRW

CHK

REVISIONS

NO.	DESCRIPTION	DATE

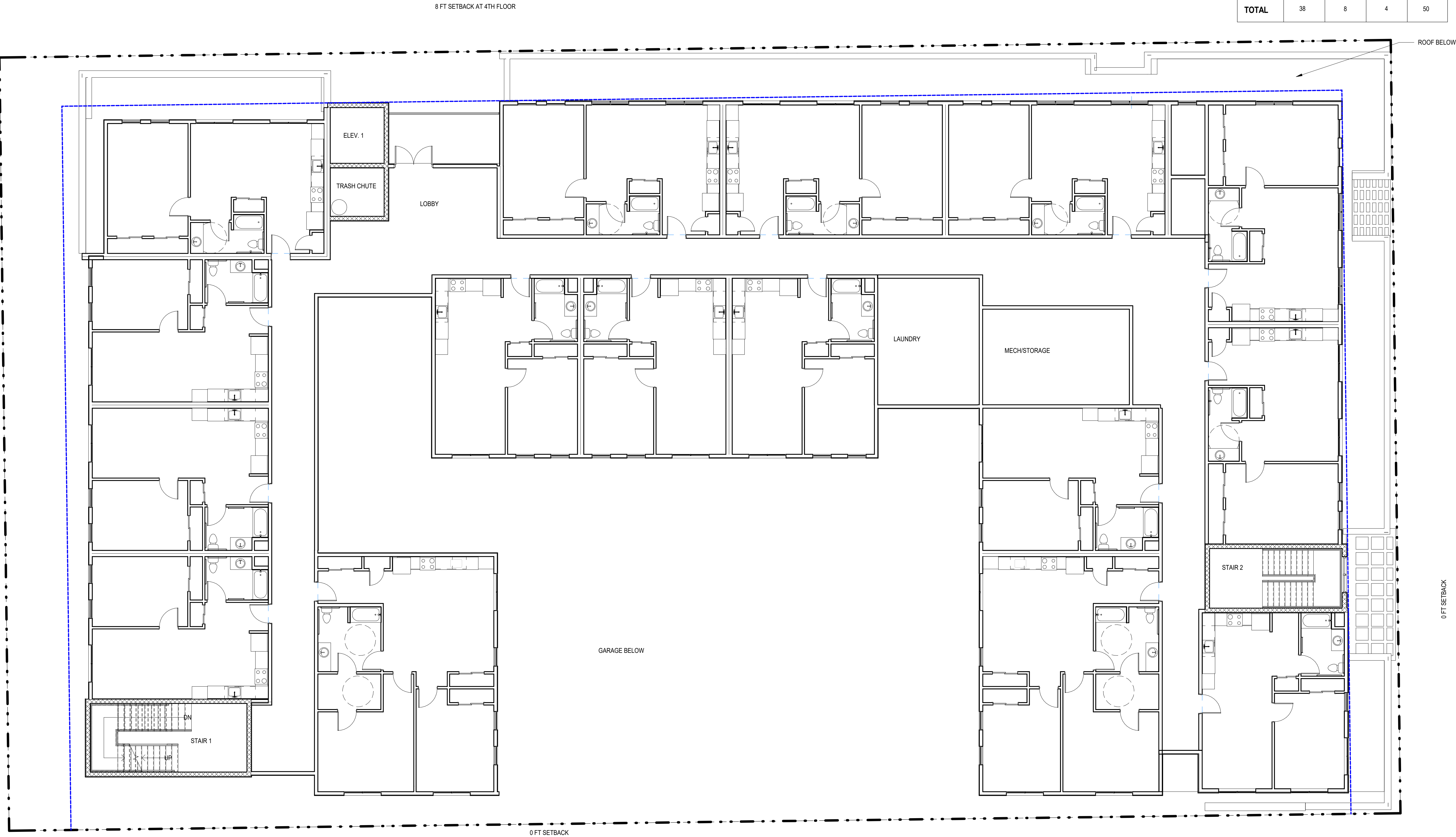
ISSUE RECORD		
NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
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SHEET CONTENTS:
FORTH FLOOR

NOT FOR CONSTRUCTION

PROJ. NUMBER:	3-21-04
DATE:	OCTOBER 4, 2021
DRAWING NUMBER:	

A2.5



4. FOURTH FLOOR
1/8" = 1'-0"

RAILROAD AVE.

RIFLE, COLORADO

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CHK

REVISIONS		
NO.	DESCRIPTION	DATE

ISSUE RECORD		
NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
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SHEET CONTENTS:
ROOF PLAN

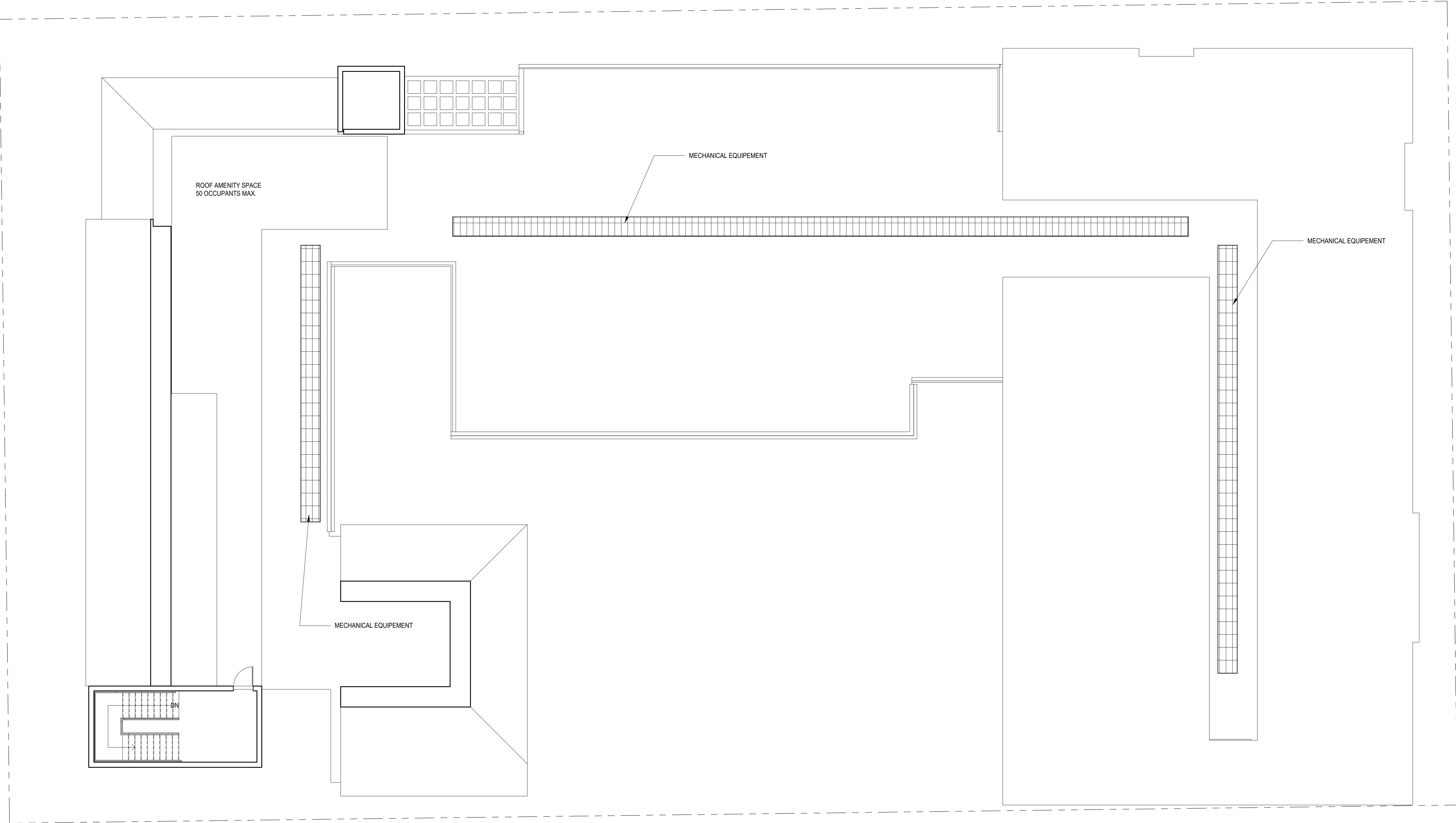
NOT FOR CONSTRUCTION

PROJ. NUMBER: 3-21-04

DATE: OCTOBER 4, 2021

DRAWING NUMBER:

A2.6







EVERGREEN
Real Estate Group

Innovative Solutions. Improved Living.

We improve lives through creative financing and thoughtful design, to produce and preserve safe, quality homes with affordable rents.

Business Units



Property
Management



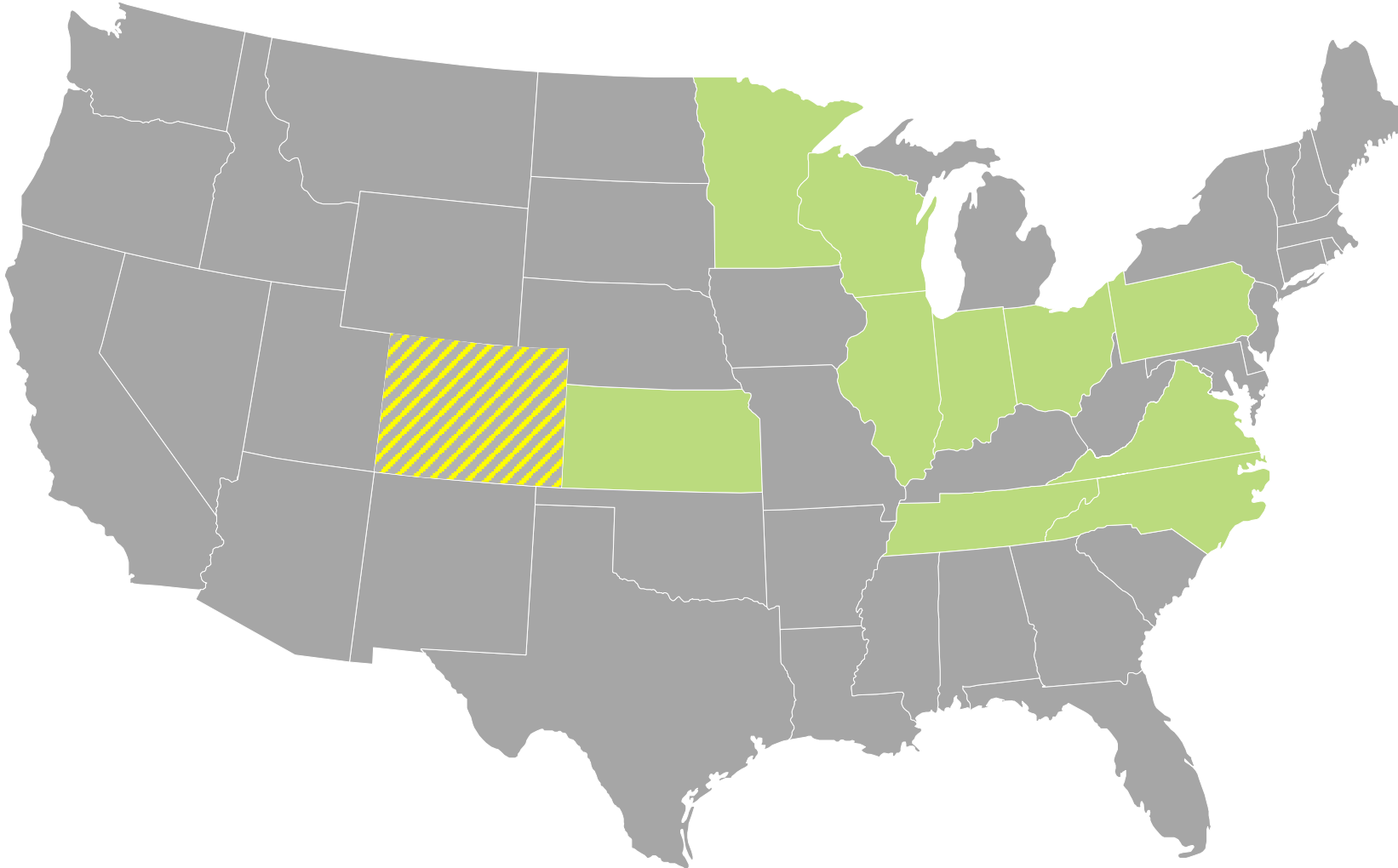
Development &
Acquisitions



Construction

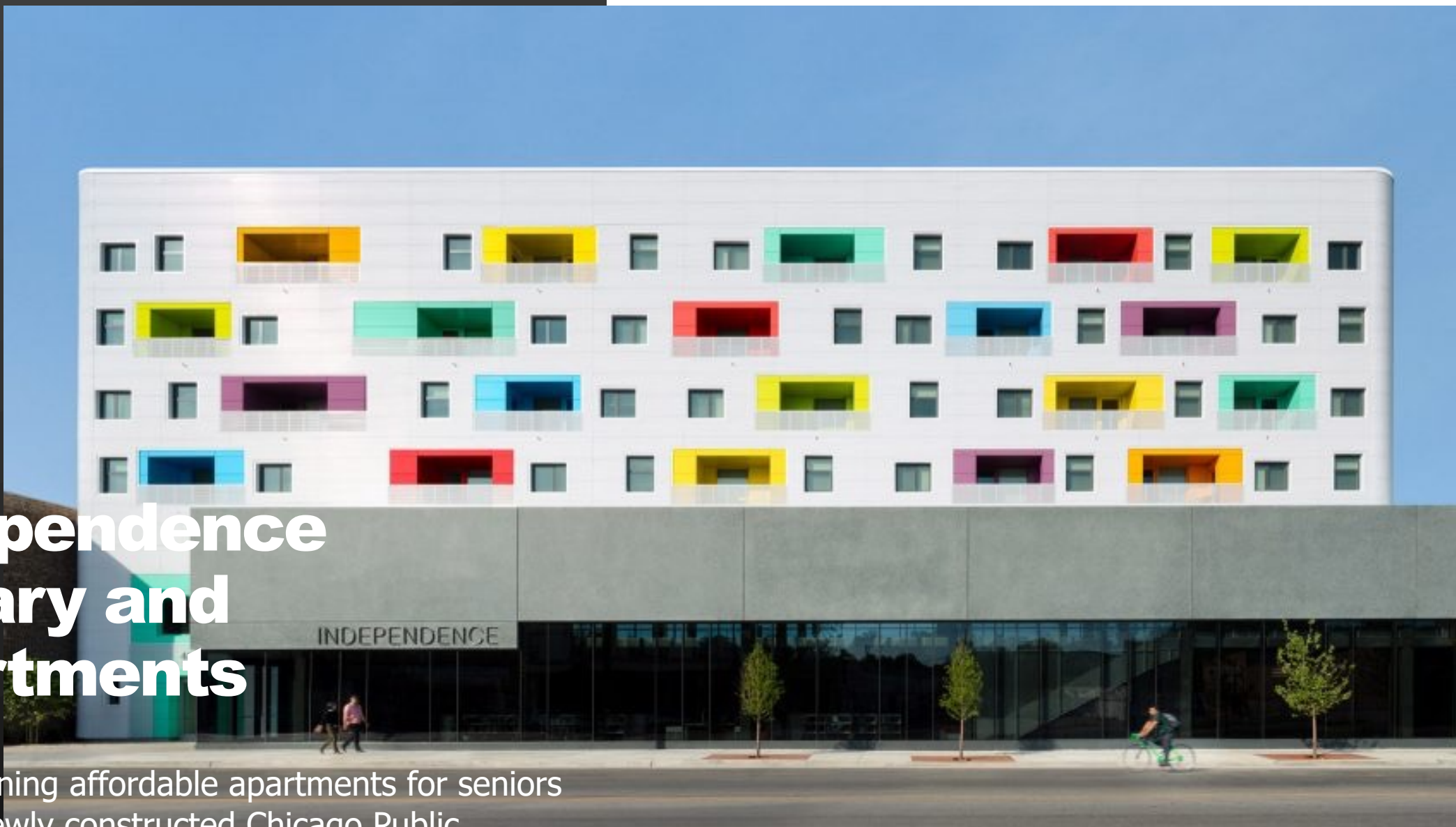
Evergreen Portfolio Footprint

We currently own and manage properties in ten states



Independence Library and Apartments

Award winning affordable apartments for seniors
above a newly constructed Chicago Public
Library.



Oso Apartments

New construction of 48 affordable apartments for families in Chicago's Albany Park neighborhood



Looking west into public plaza



Golden Gateway Apartments
Golden, Colorado



ej architecture, pllc.



Golden Gateway Apartments

Unsuccessful CHFA application for project located in Golden, Colorado



Work in Small Communities



Bellwood, IL
(pop. 18,996)



Manitowoc, WI
(pop. 32,702)

139 Railroad Avenue, Rifle, Colorado



- Evergreen is under contract for 139 Railroad Avenue, Rifle, Colorado
- 9% Low Income Housing Tax Credit Round 1 2022
- 50 Units – 1 Bedroom (38 Units)
2 Bedroom (8 Units)
3 Bedroom (4 units)
- 1,500 +/- Square Feet of Commercial Space
- 81 Parking Spaces – 51 spaces underground and 30 spaces on surface
- As-of-Right Zoning
- Garfield County Housing Authority is in support of this project

139 Railroad Avenue, Rifle, Colorado



Zoning

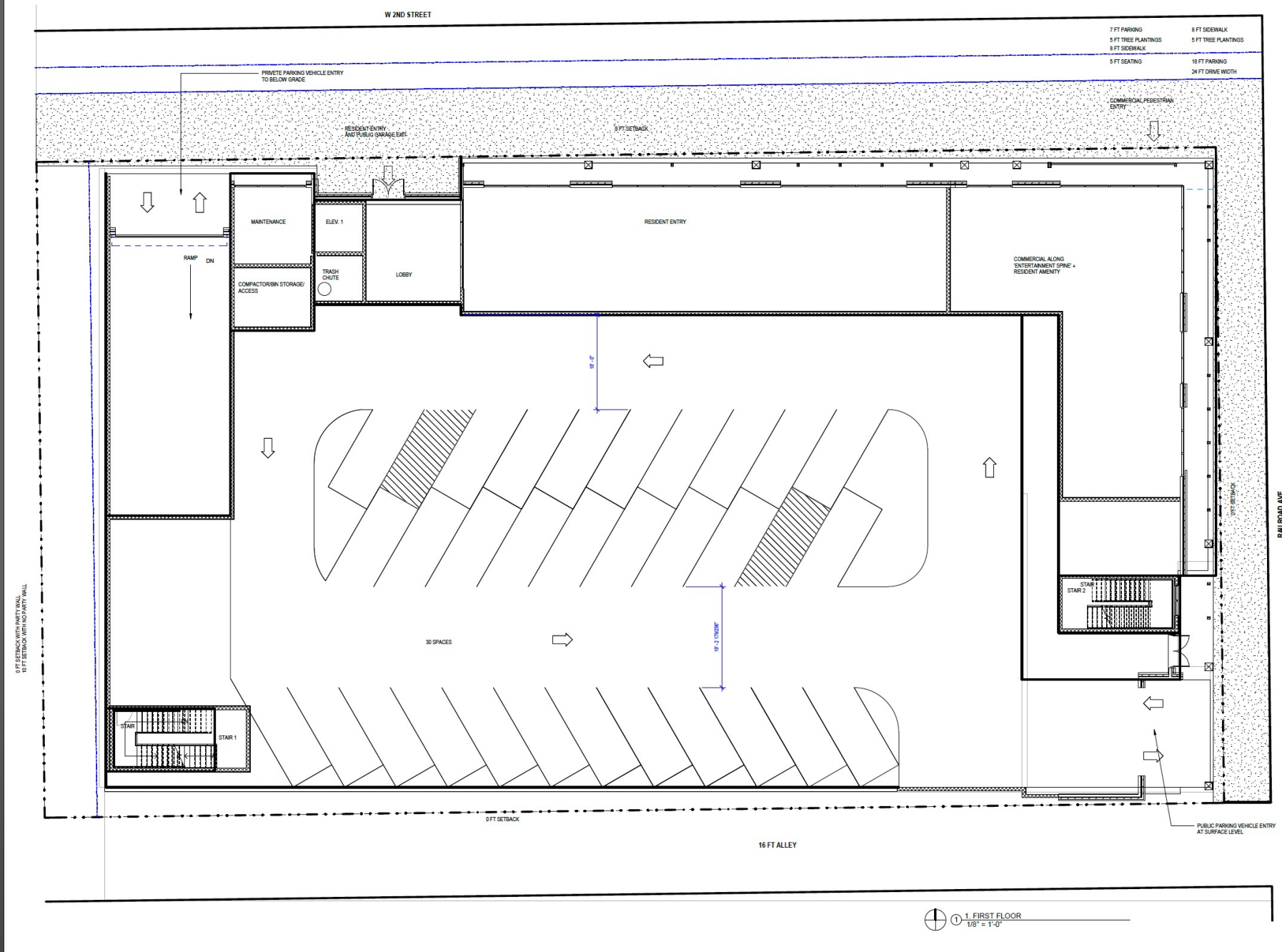
- Division 4 – Second Street Mixed Use Sub-District
- Build Scale and Intensity
 - We have followed design suggestions – zero setback, façade with recesses, transparent and accessible lower level
- Addresses a major redevelopment opportunity within Second Street sub-district that incorporates ground floor commercial use.
- Fosters a high level of activity along Second Street
- Parking – 1:1 residential with 51 spaces and contributes 30 parking spaces for public use, supporting the future growth of Second Street and the Central Business District

Site Design Element	Required/Preferred/Discouraged/Prohibited
(a) Site Access – Pedestrian	Required – paved walkways
(b) Site Access – Vehicular	Preferred – Access from secondary street
(c) Parking and Loading	Preferred - Underground parking, permanent surface parking (open to public)
(d) Utility and storage areas	Preferred – Behind Building; off alley, indoor containers
(e) Lighting	Preferred – Will incorporate many elements of preferred lighting design – LED, Motion security lights, storefront lights
(f) Landscaping	Preferred – Seasonal plantings (planters) palette and design consistent with streetscape plan
(g) Storm water management	Required – Runoff into alley
(h) Fences and walls	Preferred – Finished side facing out
(i) Accessory Structures	N/A - Do not anticipate this in our project
(j) Exterior Communication Devices	N/A - Do not anticipate this in our project
(k) Use and Improvement of ROW	Required - Will follow all City of Rifle guidelines

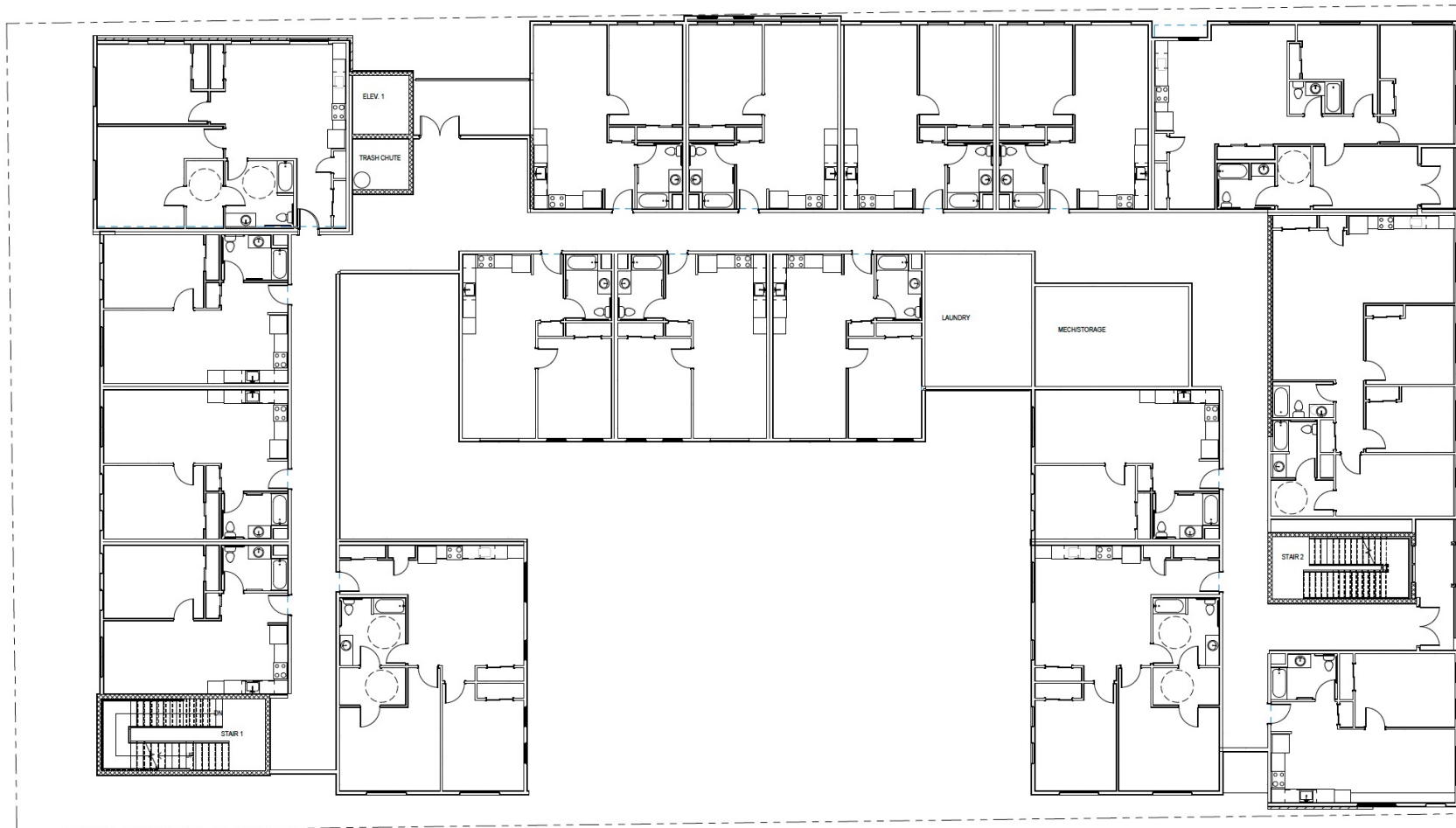


Building Design Element	Required/Preferred/Discouraged/Prohibited
(a) Architectural Style	Preferred - Single stylistic approach, regional expression through the use of local materials/building forms, Contemporary
(b) Façade and Articulation	Preferred – Buildings 4-Stories or more, differentiated bottom, middle and top
(c) Public Entries	Preferred - At grade with sidewalk, glass doors and windows, internal stairwells and fire escapes
(d) Fenestration and Transparency	Preferred – Continuous storefront windows facing streets, harmonizing rhythm of upper and lower windows
(e) Detailing, materials, and colors	Preferred – Brick, High quality architectural metal, colors consistent with architectural style, historic and earth tone colors for brick and siding
(f) Roofs/Building Tops	Preferred – Flat or gently sloped roofs, roof decks accessible to occupants
(g) Signage	TBD
(h) Sustainability	Required - Compliant with City energy code





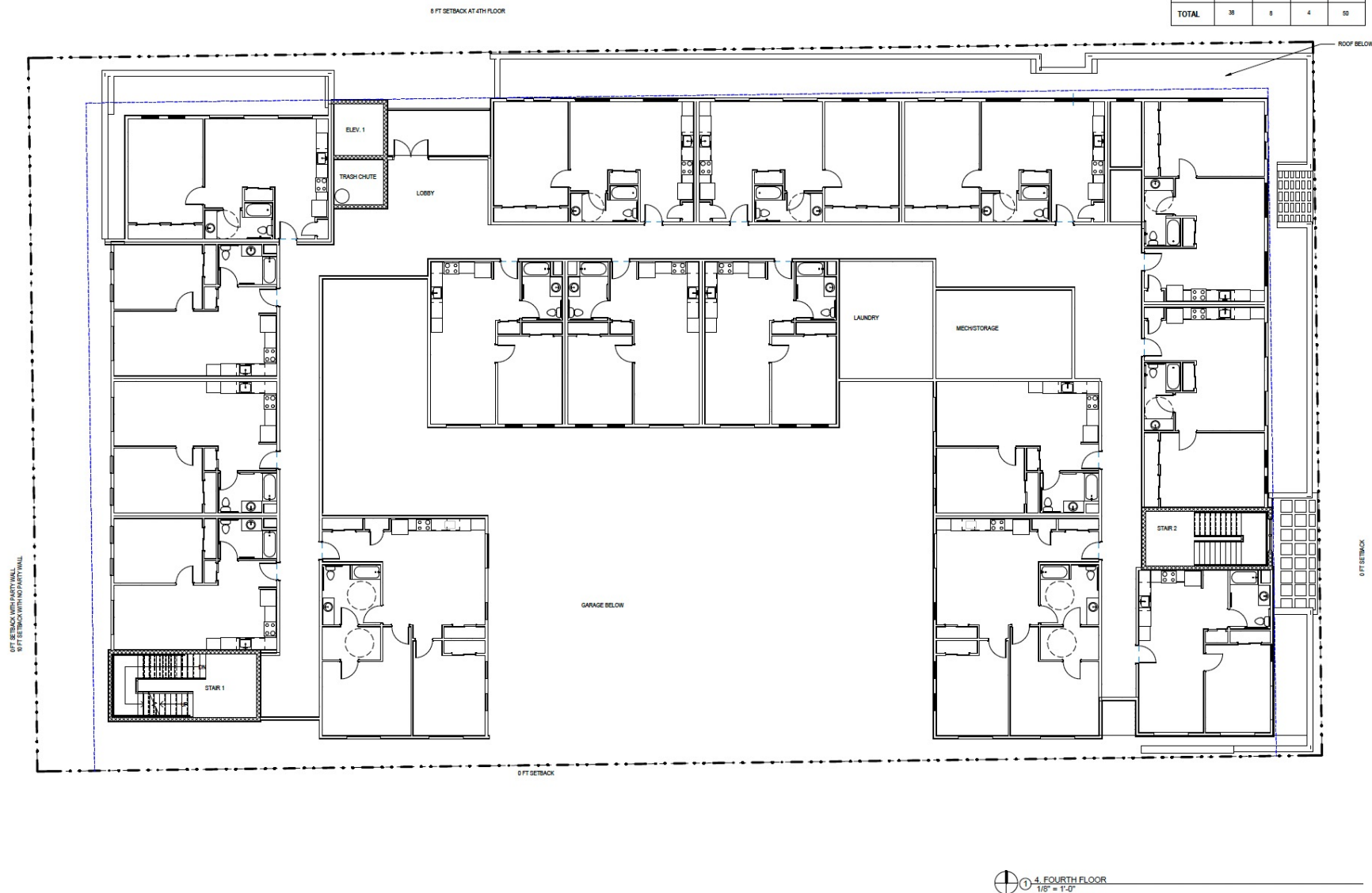
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 2. SECOND FLOOR
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3RD FLOOR	12	3	2	17
4TH FLOOR	14	2	0	16
TOTAL	38	8	4	50



139 Railroad Avenue, Rifle, Colorado



Unit Mix

	1 Bedroom	2 Bedroom	3 Bedroom
60% AMI	15 Units		
50% AMI	15 Units		
30% AMI – PBV	4 Units	4 Units	
30% AMI	2 Units		
Market Rate	2 Units	4 Units	4 Units
Total (50 Units)	38 Units	8 Units	4 Units

Rental Rates

	1 Bedroom	2 Bedroom	3 Bedroom
60% AMI	\$892		
50% AMI	\$734		
30% AMI – PBV	\$1,158	\$1,457	
30% AMI	\$443		
Market Rate	\$1,400	\$1,600	\$2,100

139 Railroad Avenue, Rifle, Colorado

Sources and Uses



Summary Uses of Funds		Total	Per Unit
Acquisition	\$	987,418	\$ 19,748
Construction	\$	14,099,960	\$ 281,999
Soft Costs	\$	1,618,032	\$ 32,361
Financing Costs	\$	1,130,670	\$ 22,613
Reserves	\$	360,983	\$ 7,220
Developer Fee	\$	2,140,330	\$ 42,807
Total Uses:	\$	20,337,393	\$ 406,748
Summary Sources of Funds		Total	Per Unit
Residential First Mortgage	\$	4,530,000	\$ 90,600
CHFA Magnet Fund	\$	750,000	\$ 15,000
Local Funds/TIF	\$	600,000	\$ 12,000
Colorado HB1271 funds	\$	1,000,000	\$ 20,000
Colorado DOH Funds	\$	2,600,000	\$ 52,000
Res Deferred Developer Fee	\$	178,361	\$ 3,567
LIHTC Equity - [Source]	\$	10,678,932	\$ 213,579
GP Contribution	\$	100	\$ 2
Total Sources:	\$	20,337,393	\$ 406,748
Surplus/(Gap):	\$	(0)	\$ (0)



Agenda Item #b.

Agenda Item Name:

Discuss S2 Grant Application Process and Priorities

Presenter:

Tommy Klein, City Manager

Item Description:

Ashley Badesch of Sustainable Strategies DC will lead a discussion on major project priorities that require funding. The Council can provide input on projects that will guide the search for grants.

Recommended Action:

N/A

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

N/A

Background Information:

See the Executive Summary

Executive Summary:

With the Council's approval, the City retained Sustainable Strategies DC to search for grant opportunities that align with our needs. The contract provides that S2 will locate and apply for 6 grant funding opportunities that support projects that the City wishes to pursue. The fee for their services is \$5,500.00 per month. An unsigned copy of the contract is attached for additional background information.

Ashley Badesch will lead a discussion on projects that the Council wishes to pursue. The discussion will drive the research for grants that support our needs as we move through 2022.

Notification Requirements:

N/A

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Rifle Contract_2022

CONTRACT FOR GRANT-WRITING & ADVOCACY SERVICES BETWEEN THE CITY OF RIFLE AND SUSTAINABLE STRATEGIES DC

This Contract ("Contract") is entered into this 1st day of January, 2022 by and between the City of Rifle (hereinafter referred to as "the City"), whose mailing address is 202 Railroad Avenue, Rifle, CO 816450 and Sustainable Strategies DC, a District of Columbia company (hereinafter referred to as "Contractor"), whose mailing address is 500 New Jersey Avenue, NW, Washington, DC 20001.

SCOPE OF WORK

The Contractor will provide the City with retainer services, including the development of a "resource roadmap," a written strategic plan to identify the best approaches for securing funding and other assistance from federal, state, and philanthropic sources to help fill the gap in financing for the City's key priorities, and grant-writing services for up to six (6) funding opportunities. Grant writing services will include the provision of strategic advice, stakeholder support, full-service grant-writing, grant review, and grant submission. In addition, the retainer relationship will include monthly conference calls and communications with the City team to provide updates on grant development and connect the City team with appropriate federal and state officials to advocate for pending funding proposals. This Contract shall serve as a master agreement outlining the general terms and conditions of the Contractor-City relationship but work to apply for other federal programs or engage in strategic consulting services may be defined in separate, written Task Orders that further define the scope of work.

TERMS AND CONDITIONS

Term. The initial term of this Contract shall be for twelve (12) months. This term may be modified by mutual written agreement of the parties.

Payment for Services. The Contractor will provide the inclusive scope of work above on an ongoing basis for the set monthly retainer fee of \$5,500 (\$66,000 over the 12-month term). The City will pay all invoices within thirty (30) days after receipt. If the City has any valid reason for disputing any portion of the invoice, the City will notify the Contractor within fifteen (15) days of receipt of the invoice. The portion of the invoice that is not in dispute will be paid in accordance with the procedures outlined herein.

Project Administrators. The City designates the City Manager as Project Administrator for this Contract. As such, they will be responsible for the coordination of all activities under this Contract, for directing ongoing federal advocacy services, for initiating and approving the Task Order, and for approving payments.

Independent Contractor. Contractor acknowledges that services rendered under this Contract shall be performed as an independent contractor. Contractor is responsible for the payment of all federal, state and local income taxes related to fees for service.

Performance Standard. The Contractor will perform the services required of this agreement with the highest standards of professional and ethical competence and integrity and consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Contract, or in any report, opinion, deliverable, work product, document, or otherwise.

Confidentiality. The Contractor shall not, during the term of this Contract, and within one year after its expiration, disclose any proprietary or confidential information related to the services provided pursuant

to this agreement. Notwithstanding this requirement for the Contractor, the City is still obligated to release information about any of the activities of the Contractor that may be required by law.

Ownership of the Material. Any studies, applications, reports, software or other materials, prepared by the Contractor for the City under the Contract, shall belong to and remain the property of the City.

Contractor Not to be Engaged in Certain Activities. The Contractor agrees, that during the term of this agreement, the Contractor shall disclose to the Project Administrator any conflicts of interest that may arise as a result of their work performed under any Task Order and shall immediately cease to provide any additional work to the City related to that Task Order. The Contractor shall be compensated for any work completed up until the point the conflict emerges.

Insurance. The Contractor will be responsible for maintaining appropriate insurance coverage during the term of this agreement and shall provide the City with a copy of their insurance policy.

Indemnification. The Contractor shall indemnify and save harmless the City, its officers, employees, and agents against all suits, actions and damages, or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of this Contract, whether caused by the negligent or intentional act or omission on the part of the Contractor, its agents, servants, employees, and subcontractors.

Assignment. The Contract is not assignable or transferable by the City. This Contract is not assignable or transferable by the Contractor without the written consent of the City, which consent shall not be unreasonably withheld or delayed.

Governing Law. This Contract shall be governed by the laws of the State of Colorado.

Dispute Resolution. The City and Contractor acknowledge that disputes arising under this Contract are best resolved between the parties. Failing resolution of conflicts at the organizational level, the parties agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless otherwise mutually agreed. If the dispute is not resolved through nonbinding mediation, then the parties may take other appropriate action subject to the other terms of this Contract.

Termination for Convenience. The performance of work or delivery of services under this Contract may be terminated in whole or in part at any time with sixty (60) days' notice by either party when it is determined that termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

Force Majeure. The Contractor shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, severe weather, and acts or omissions of third parties.

Severability. Should any part of this Contract for any reason be declared invalid, such decision shall not affect the validity or any remaining provisions, which remaining provisions shall remain in full force and effect as if this Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Contract without including any such part, parts, or portions, which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

Entire Contract. The foregoing constitutes the entire Contract between the parties and may only be modified if agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

City of Rifle

Signature: _____

Print Name: Tommy Klein

Title: City Manager

Sustainable Strategies DC

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

Print Name: Ashley Badesch

Title: Partner



Agenda Item #c.

Agenda Item Name:

Project Update on Rifle City Hall Physical & Electronic Security Upgrades, Phase 2

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

Phil Vaughan, of Phil Vaughan Construction Management, Inc. will present an update on the progress of the City Hall Physical and Electronic Security Upgrade Project, Phase 2.

Recommended Action:

No action is necessary. This report is to update City Council on the status of Phase 2.

Fiscal Impact:

N/A

Operational Impact:

No new impacts since construction began.

Prior Board Motions:

N/A

Background Information:

This is an ongoing project. Phase 2 began in September of 2021. The project is still on track to be completed by the end of March, 2022.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 2021-12-29-Final-Rifle City Hall Phase 2-Project Update
2. 2021-12-29-City of Rifle-Rifle City Hall Security Upgrades-Master Project Budget-Owner Hard Cost Contingency



December 29, 2021

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

Dear Mr. Whitmore,

Please find below a project update for the Rifle City Hall Phase 2 Physical and Electronic Security Improvements project.

Update for the Rifle City Hall Phase 2 Physical and Electronic Security Improvements project

A. Summary

Weekly progress meetings are occurring and daily coordination between the City of Rifle, Jeff Johnson Architectural, PC, FCI Constructors, Inc. and PVCMI is occurring in an effective and efficient manner.

The project is ahead of schedule and is under budget.

B. Project Scope conducted to Date

- i. Main Floor demolition and renovation
- ii. Main Floor security system installation
- iii. Main Floor and Lower Floor demolition of existing restrooms and replacement of all failing cast iron drain piping in the restrooms and below grade.
- iv. Installation of a new sanitary sewer tap and connection line from Rifle City Hall to the alley North of Rifle City Hall.
- v. Accessible concrete ramp at the South side of Rifle City Hall
- vi. New flooring installation on the main floor
- vii. Fire alarm installation
- viii. Wet-pipe fire sprinkler reconfiguration

C. Upcoming project scope

- i. Demolition of lower floor break room/locker areas
- ii. Framing/electrical/mechanical/plumbing/gypsum board/texture/painting of lower floor for conference rooms and break room.
- iii. Lower floor security system installation
- iv. Install header for the acoustical folding partition between the 2 conference rooms
- v. New flooring completion

D. Coordination and Communication with customers and City of Rifle staff

- i. Tom Whitmore and David Lowery communicate daily with City of Rifle staff verbally and via update emails to alert the staff of upcoming work.
- ii. Signage is utilized to direct customers to entrances.
- iii. Troy Reynolds- FCI Constructors, Inc. project superintendent is on-site daily and communicates with City of Rifle staff regarding upcoming work and schedule.

E. Schedule

- i. The project is ahead of schedule in relation to the 8/17/21 project schedule. Project completion and closeout is planned for early March 2022.
- ii. Schedule concerns:
 - a. The acoustical folding partition was ordered immediately after approval by the Rifle City Council for the additional plumbing work scope on 9/15/21.
The acoustical folding partition will not be installed prior to completion of the project. The lower floor conference room will be available for use. The current estimated date for delivery and installation of the acoustical folding partition is August 2022.
 - b. Asphalt repair in the alley

F. Budget

Total Project Budget: \$1,766,252.60, including contingency.

Contingency Remaining: \$60,511.73

Please see attached the 12/29/21 Master Project Budget and Owner Contingency Tracking Sheet

The project is under budget.

Additional scope added to the project includes the following:

- i. HR Office Renovations in the lower floor as required by new state legislation requiring a privacy room/mother's room. This work included extensive HVAC renovation to accommodate this change. \$70,123.00
- ii. Installation of a new sanitary sewer tap and connection line from Rifle City Hall to the alley North of Rifle City Hall. The existing sanitary sewer line was degraded, not at a correct slope and required regular jetting in order to maintain functionality. \$59,670.00
- iii. New tile at drinking fountain. \$5,625.00

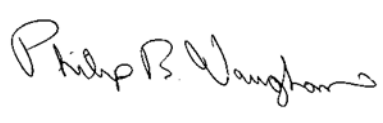
- iv. ADA hardware for revised restrooms. In early November 2021 during the rough-in inspection, the Colorado state plumbing inspector did not agree with the project design and code interpretation regarding required accessible restrooms. Reconfiguration of framing and rough-in plumbing was required. Additional ADA automated door hardware was also required.
This change order also includes time and materials work conducted within the building to include additional demolition and repairs for hidden conditions above ceilings and behind walls. \$35,615.50
- v. Fire Alarm upgrades required by the Colorado State Electrical Inspector and Colorado River Fire Rescue. \$16,034.00

G. Issues and Risks

- i. Hidden conditions at the lower floor
- ii. State inspection requirements
- iii. Additional delay in delivery of the acoustical folding partition
- iv. COVID-19 work restrictions issued by federal/state/local government

Please contact me with any questions.

Sincerely,



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

Attachments:
12/29/21 Master Project Budget
12/29/21 Owner Contingency Tracking Sheet

END OF REPORT

					
City of Rifle- Rifle City Hall Security Upgrades- Master Project Budget- Phase 2					
Date: 12/29/2021					
PROJECT COSTS:				Notes:	
			Value		
Rehabilitation					
	Phase 2	FCI Constructors, Inc. GMP Estimate dated 6/30/21	604,824.00	Original FCI Contract Sum:	
	Phase 2	FCI Constructors, Inc. ASI-02 GMP Estimate dated 8/25/21	520,163.00	\$745,421.00	
	Phase 2	Current Solutions- Access Control proposal dated 6/28/21	48,528.00		
	Phase 2	Current Solutions- Camera System proposal dated 6/28/21	40,667.50		
	Phase 2	Current Solutions- Structured cabling proposal dated 6/28/21	16,211.65		
	Phase 2	Current Solutions- IT Hall Lock/unlock and Verkada camera proposal dated 9/13/21	2,118.50		
	Phase 2	Current Solutions- ASI 004 Structured Cabling proposal dated 9/28/21	4,824.60	Total Current Solutions contract:	
	Phase 2	Current Solutions- 9/13/21 IT Hall Pushbutton	188.00	112,538.25	
	Owner Hard Cost Contingency		247,579.23	City of Rifle- 20% contingency	
	Furniture, Fixtures, & Equipment		25,000.00		
	Building Permits/ Plan Review Fee		0.00	City of Rifle	
		Subtotal	\$1,510,104.48		
Professional Fees					
	Phase 2- Construction Manager as Adviser				
	Architect, Mechanical Engineer, Electrical Engineer Construction Administration		94,180.00		
	Construction Accounting		0.00		
	Other (Specify)				
	Other (Specify)				
	Other (Specify)				
		Subtotal	\$94,180.00		
Construction Interim Costs					
	Hazard & Liability Insurance		4,613.00		
	Builder's Risk Insurance		164.00		
	Perform. & Pymt Bonds		4,176.00		
	Construction Interest		0.00		
	Constr. Origination Fees		0.00		
	Tap Fees (Water/Sewer)		0.00		
	Impact fees		0.00		
	Materials Testing- CTL Thompson		3,356.50	City of Rifle	
	Power and Telecom Provider fees		0.00		
	3rd Party/Bank Inspections/Admin				
	Title & Recording				
	Construction Lender Legal Fees				
	Natural Gas and Telecommunications relocation costs		0.00		
	Other (Specify)				
	Other (Specify)				
		Subtotal	\$12,309.50		
Permanent Financing					
	Bond Premium				
	Bond Issue 30-day lag reserve				
	Bond Cost of Issuance				
	Discount Points				
	Perm Loan Origination		0.00		
	Title & Recording				
	Legal Fees				
	Prepaid MIP				
	Forward Rate Lock				
	Conversion Fee				
	Other (Specify)				
	Other (Specify)				
	Other (Specify)				
		Subtotal	\$0.00		
Soft Costs					
	Geotechnical/Soils Study		0.00		
	Environmental Study (Phase 1, Phase 2, Lead, Asbestos, etc.)				
	Other Studies (traffic, wetlands, etc.)				
	Green Certification Fees (LEED Certification, etc.)				
	Relocation				
	Soft Cost/Professional Fees Contingency		11,432.42	City of Rifle- 10% contingency	
	Other (Specify)				
	Other (Specify)				
	Other (Specify)				
		Subtotal	\$11,432.42		
TOTAL PROJECT COSTS:			\$1,628,026.40		
Add Alternates Chosen for Inclusion in the project			Amount	Total with 5% Contingency	
	1	Storage Improvement- Lower level	\$5,719.00	\$6,004.95	
	2	Lower floor carpet replacement	\$59,281.00	\$62,245.05	
	3	Main floor carpet replacement	\$66,644.00	\$69,976.20	
	4		\$0.00	\$0.00	
	5		\$0.00	\$0.00	
Total Add Alternates included in the project				\$138,226.20	
TOTAL PROJECT COSTS WITH ADD ALTERNATES CHOSEN FOR INCLUSION			\$1,766,252.60		

Rifle City Hall Security Upgrades	
Owner Hard Cost Contingency Tracking Sheet	
12/29/2021	
Owner Hard Cost Contingency	
Starting Balance:	\$247,579.23
COR-002- ASI-004- HR Office Modifications	-\$70,123.00
COR-003- ASI-003- New sanitary sewer tie-in	-\$59,670.00
COR-004- ASI-005 New tile at drinking fountain	-\$5,625.00
COR-005- Time and Materials & ADA hardware for revised restrooms	-\$35,615.50
COR-006- Fire Alarm upgrades	-\$16,034.00
Ending Balance/Contingency Remaining	\$60,511.73
Total Prime Contract Change Orders	-\$187,067.50
Total of all change orders as a percentage of Owner's Hard Cost Contingency	-75.56%



Agenda Item #4.a.

Agenda Item Name:

Oath of Office to Chief of Police Debra Funston

Presenter:

Item Description:

Oath of Office to Chief of Police Debra Funston

Recommended Action:

N/A/

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Oath of Office to Chief of Police Debra Funston

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

None



Agenda Item #6.a.

Agenda Item Name:

Consider Municipal Judges Compensation Rate

Presenter:

Kathy Pototsky, Court Clerk / PIO

Item Description:

Increase Pay for Municipal Court Judges

Recommended Action:

Approve salary adjustment for Judge Victor Zerbi from \$30,000 annually to \$35,000 annually and for Associate Judge Amanda Maurer from \$125 per hour to \$165 per hour effective January 1, 2022.

Fiscal Impact:

No anticipated impact on the overall City budget as increases will be absorbed by other line items within the Municipal Court budget and represent less than 2% of the court's annual budget.

Operational Impact:

n/a

Prior Board Motions:

n/a

Background Information:

Judge compensation has not been reviewed for many years and the suggested increase is simply a reflection of inflation.

Executive Summary:

n/a

Notification Requirements:

n/a

Prepared By:

Kathy Pototsky, Court Clerk / PIO

Attachments:

1. Memorandum Regarding Increase Pay for Rifle Municipal Court Judges

Memorandum Regarding Pay Increase for Rifle Municipal Court Judges

The Rifle Municipal Court has one part time judge, Victor Zerbi, and one associate judge, Amanda Maurer, who is utilized only when Judge Zerbi is unavailable. The court has not needed her services for several years, but she plans to be covering several dockets in early 2022.

Earlier this year, the City Council provided salary adjustments to all City employees. Since the municipal judges are not listed on the City's salary schedule and are direct reports to City Council pursuant to Charter, they did not receive any adjustments to their compensation.

"Part time" is somewhat of a misnomer when discussing municipal judges since the position requires 24/7 availability. Currently, an incarcerated defendant is required to be advised of his rights and the charges against him within 48 hours of arrest. This means that Judge Zerbi and the court administrator must be available everyday including all holidays and long weekends to hold phone hearings with inmates to be in compliance with this restrictive timetable. Under legislation passed last year and effective in January 2022, that window has been shortened to 24 hours. Although the logistics have not yet been worked out, this new law will undoubtedly increase the workload.

Currently, Judge Zerbi is making \$30,000 annually and Judge Maurer is compensated at an hourly rate of \$125.00. Judge Zerbi received a 2% increase in 2016 and Judge Maurer has been at the same level since 2008. These numbers are on the low end for municipal judges. The proposed increases will bring both judges closer to the standard.

The requested increase for Judge Zerbi is \$5000, bringing his total annual salary up to \$35,000. Judge Maurer is requesting that her hourly rate be changed to \$165. The court's annual budget for the associate judge is \$1500. Although this amount has never been exceeded, the potential exists for a slight overage on that

line item only in 2022 due to the fact that she will be covering two docket days and all emergency hearings that arise during Judge Zerbi's brief absence. Overall however, the impact on the budget will be virtually nonexistent. The court prides itself on being judicious with taxpayer dollars and has consistently come in tens of thousands of dollars under budget (~10%) for at least the past decade. The \$5000 difference will be absorbed elsewhere within the court budget and will not necessitate a supplement. This increase represents less than 2% of the court's annual budget. This analysis has been verified by Finance Director Michelle Duran.

One critical aspect that needs to be mentioned is that Rifle is extremely fortunate to have judges with exceptional levels of experience. Judge Zerbi has over 30 years on the bench and is considered an expert in constitutional law. He was recently appointed to several committees tasked with evaluation of legislative actions. Rifle Municipal Court is considered a leading municipal court, responsible for implementing practices which have been subsequently adopted by other jurisdictions. As an example, Rifle was the first to offer the alternative of useful public service in lieu of fines on ANY case in response to societal concerns about criminalizing homelessness and poverty.

Due to the anticipated lack of budgetary consequences, these increases will have no negative impact on City finances and will further enhance the strategic initiative of becoming an employer of choice. They are simply a reflection of keeping up with inflation since the municipal judge compensation rates have not been reviewed or increased with any frequency or regularity. \$30,000 in 2016 would be \$34,572.62 in 2021 and \$125 in 2008 would be \$160.58 in 2021.

Additionally, the judges are 1099 independent contractors who are required to pay self-employment tax of 15.3% on 1099 earnings and do not receive employee benefits.

This item is a salary adjustment to keep current with inflation and not part of the judge's evaluation which happens separately. Approval of this item will provide Judge Zerbi compensation of \$35,000 annually and Associate Judge Maurer \$165 per hour, both commencing January 1, 2022.



Agenda Item #6.b.

Agenda Item Name:

Consider Minutes of the December 15, 2021, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Minutes of the December 15, 2021, Regular Meeting

Recommended Action:

Move to approve the minutes of the December 15, 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 December 15, 2021, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 12.15.2021 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

December 15, 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 Mayor Ed Green.

Present at Roll Call:

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

Others Present:

City Manager Tommy Klein, City Attorney Jim Neu, City Clerk Misty Williams, Rifle Community Television (RCTV) Michael Churchill, Planning Director Patrick Waller, Public Works Director Brian Prunty and Civil Engineer Craig Spaulding.

PUBLIC COMMENT

No public comments were heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the November 17, 2021, Regular Meeting
- B. Consider Minutes of the December 1, 2021, Organizational Meeting
- C. Consider Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195
- D. Consider Liquor License Renewal for J&L, Inc. dba Shanghai Garden
- E. Consider Ratification of Amendment to Resolution No. 13, Series of 2021
- F. Consider Approval of Expenditure Related to the Grand River Hospital District Site Improvement Agreement

Councilor Clint Hostettler moved to approve Consent Agenda Item A, B, C, D, E and F; seconded by Councilor Brian Condie.

Roll Call: Yes - Ed Green, Brian Condie, Chris Bornholdt, Joe Carpenter, Alicia Gresley, Clint Hostettler and Sean Strode. 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 Application for Conditional Use Permit CUP 2021-048 for an Internet Satellite Communication Tower

Public Hearing for Conditional Use Permit CUP 2021-048 was postponed. This public hearing will be

Rifle City Council Meeting December 15, 2021

rescheduled and the public notice will be reissued for the new meeting date.

REGULAR AGENDA

Consider I-70 Gateway Beautification Contract with Martinez Western Constructors

Civil Engineer Craig Spaulding and Public Works Director Brian Prunty provided a brief explanation on the background of the I-70 Gateway Beautification project. The landscape improvement project that was included in the capital project considered back in 2019 was modified to include lighting improvements to focus not only on beautification but on safety that impacts both pedestrians and vehicles. Bid was received from Martinez Western Constructors in the amount of \$523,195.28. Civil Engineer Spaulding explained there is \$315,000.00 budgeted from the Public Works Street Improvement Fund / CDOT Devolution Fund and \$208,000.00 budgeted from the General Fund to cover this project.

Councilor Brian Condie moved to approve the I-70 Westbound Gateway Landscape Construction contract with Martinez Western Constructors in the amount of \$523,195.28; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Ed Green, Brian Condie, Chris Bornholdt, Joe Carpenter, Alicia Gresley, Clint Hostettler and Sean Strode. 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 Gresley, Strode, Bornholdt, Hostettler, Condie, Carpenter, and Mayor Ed Green.

Adjournment

Meeting adjourned at 8:01 p.m.

Misty Williams
City Clerk

Ed Green
Mayor



Agenda Item #6.c.

Agenda Item Name:

Consider Designating a Public Posting Place - Resolution No. 1, Series of 2022

Presenter:

Misty Williams, City Clerk

Item Description:

Designates the place where notices of public meetings shall be posted.

Recommended Action:

Move to approve Resolution No. 1, Series of 2022 designating a Place for the Posting of Public Meetings

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/a

Background Information:

N/A

Executive Summary:

The City of Rifle is subject to the Colorado Open Meetings Law which requires the City to post notices of any public meetings in a public place. City Council annually designates the place where notices of public meetings shall be posted. Resolution No. 1, Series of 2022 designates the official location for the posting of public meeting notices for the City Council for 2022 shall be on its website at: <https://www.rifleco.org/>.

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Resolution No. 1-Designating Posting Place

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 1
SERIES OF 2022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, DESIGNATING A PLACE FOR THE POSTING OF PUBLIC
MEETING NOTICES.

WHEREAS, the City of Rifle is subject to the Colorado Open Meetings Law which requires the City to post notices of any public meetings in a public place; and

WHEREAS, pursuant to § C.R.S. 24-6-402(2)(c), a local public body shall be deemed to have given full and timely notice of a public meeting if the local public body posts the notice, with specific agenda information if available, no less than twenty-four hours prior to the holding of the meeting on a public website of the local public body.

WHEREAS, the City Council annually designates the place within the municipality where notices of public meetings shall be posted.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The posting place for notices of any public meetings for the City of Rifle shall be on its website at: <https://www.rifleco.org/>. The City Clerk shall provide the address of the website to the Department of Local Affairs for inclusion in the inventory maintained pursuant to C.R.S. §24-32-116.
3. The City of Rifle shall, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by it and shall consider linking the notices to any appropriate social media accounts of the City of Rifle.
4. The City of Rifle hereby designates the bulletin board located in the foyer at the west entrance to City Hall at 202 Railroad Avenue, Rifle Colorado 81650 as the public place within its boundaries at which it may post a notice no less than twenty-four hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 5th day of January 2022.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #8.a.

Agenda Item Name:

Receive Presentation from RE-2 Regarding Mill Levy Correction

Presenter:

Theresa Hamilton, Mayor Pro Tem
Jeff Blanford

Item Description:

Presentation from the RE-2 School District regarding the Mill Levy Correction

Recommended Action:

For informational purposes only, no action is necessary

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Presentation from the RE-2 School District regarding the Mill Levy Correction

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Garfield Re-2 MLO Correction presentation COR



GARFIELD SCHOOL DISTRICT NO. Re-2
Encourage, nurture and challenge every student, every day.

City Council Meeting
Rifle, Colorado
Mill Levy Correction

Presented by:
Theresa Hamilton and
Jeff Blanford
January 5, 2021

Summary

... school districts in Colorado, based on an interpretation of statute by CDE and others, began collecting less local property tax for education than their voters had authorized, in some cases for years. How this came to pass is a complicated story that we will try to tell succinctly. **Mill Levy Correction is a legislative and legal directive to fix this undercollection of local property taxes for education.**



Terminology

- **Mill:** One mill is equal to one tenth of one penny or one 1/1000 of a dollar. Mills are used to calculate property taxes using a formula of mills x assessed property value = property tax. The assessed property value is the actual property value x the assessment rate. Currently, the residential assessment rate in Colorado is 7.15%.
 - If you live in an area where the total mills levied on all homes is 27 mills, and the assessed property value of your \$200,000 home is \$14,300 (7.15%), your property tax is $.027 \times \$14,300 = \386 .



\$200,000

$$\begin{array}{ccccccc} \times & \text{Residential} & & \text{Assessed} & & \times & \text{Mill} \\ & \text{Assessment} & & \text{Property} & & & \text{Levy:} \\ & \text{Rate:} & = & \text{Value:} & & = & \\ & 7.15\% & & \$14,300 & & & .027 \\ & & & & & & \text{Property} \\ & & & & & & \text{Tax Bill for} \\ & & & & & & \text{Education:} \\ & & & & & & \text{\$386} \end{array}$$

- **Total Program Mill Levy:** The mill levy is the total number of mills the school district collects from local property taxpayers to fund the local share of Total Program.

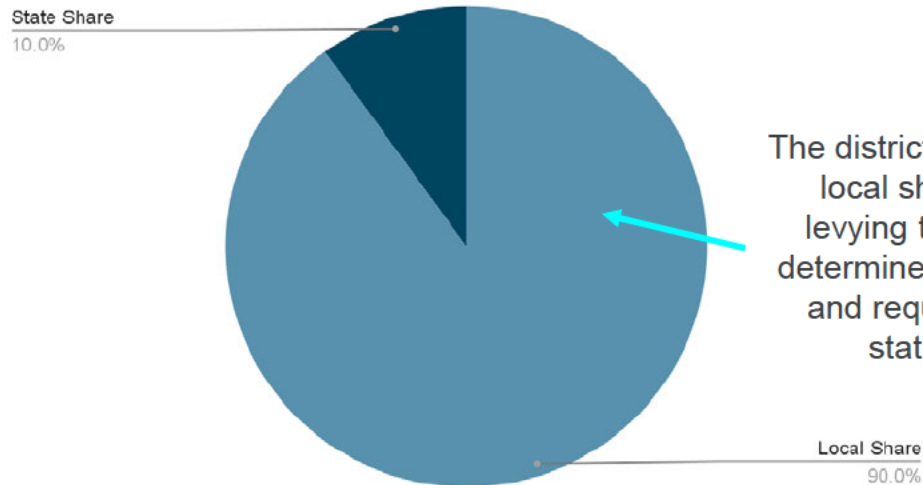
Terminology

- **Assessed Valuation (AV):** The taxable portion of property value in the school district. As an index of property wealth, AV varies significantly between districts and can vary a lot from year to year (particularly for oil and gas districts).
- **Total Program:** Refers to the total amount required by the formula to fund the school district on an annual basis. Typically has two portions: *local share* (property taxes) and *state share* (state funds appropriated by the Legislature). Some districts can fully fund Total Program with only local share (property taxes).
 - Districts have different ratios of local to state share in their Total Program. Some are totally funded by local share; others receive most revenue from state share. The ratio depends on multiple factors, including the district's Assessed Valuation.
 - Districts may have Mill Levy Overrides and/or bonds that allow them to collect property taxes above and beyond the amount required for Total Program.

Example

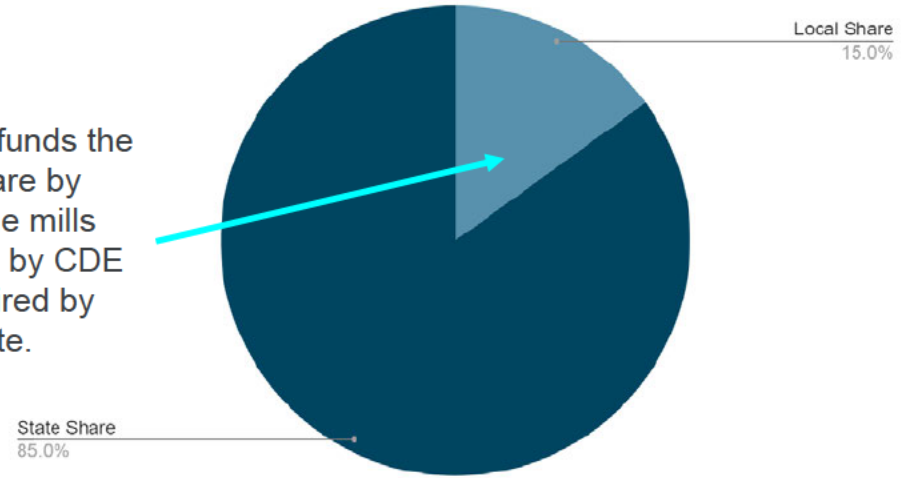
District A includes a large, active mine. The district's Assessed Valuation is very high.

District A: Total Program



District B is a district without a lot of industry. The district's Assessed Valuation is very low.

District B: Total Program

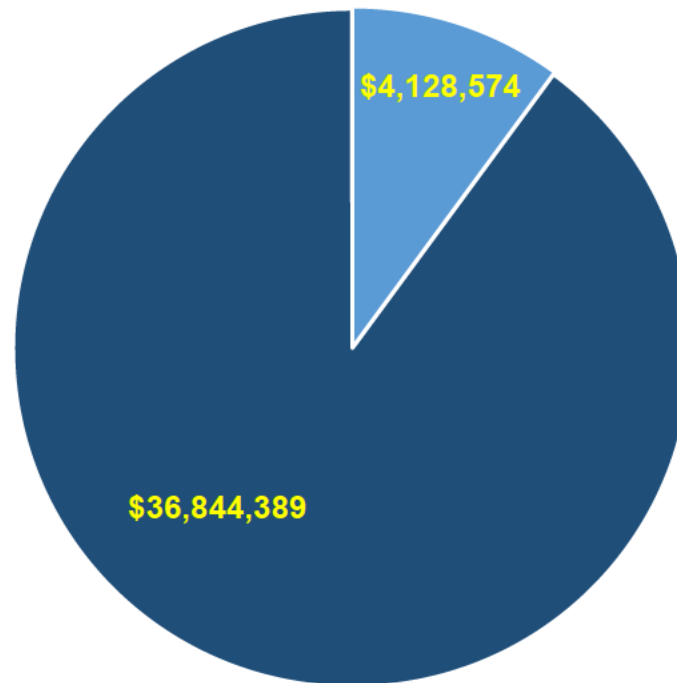


The district funds the local share by levying the mills determined by CDE and required by statute.

The size of the **pie** is fixed per the school finance formula. The size of the **slices** is dependent on local factors.

Our District State and Local Share Breakdown of Total Program

Garfield RE-2 Total Program
Fiscal Year 2020-21

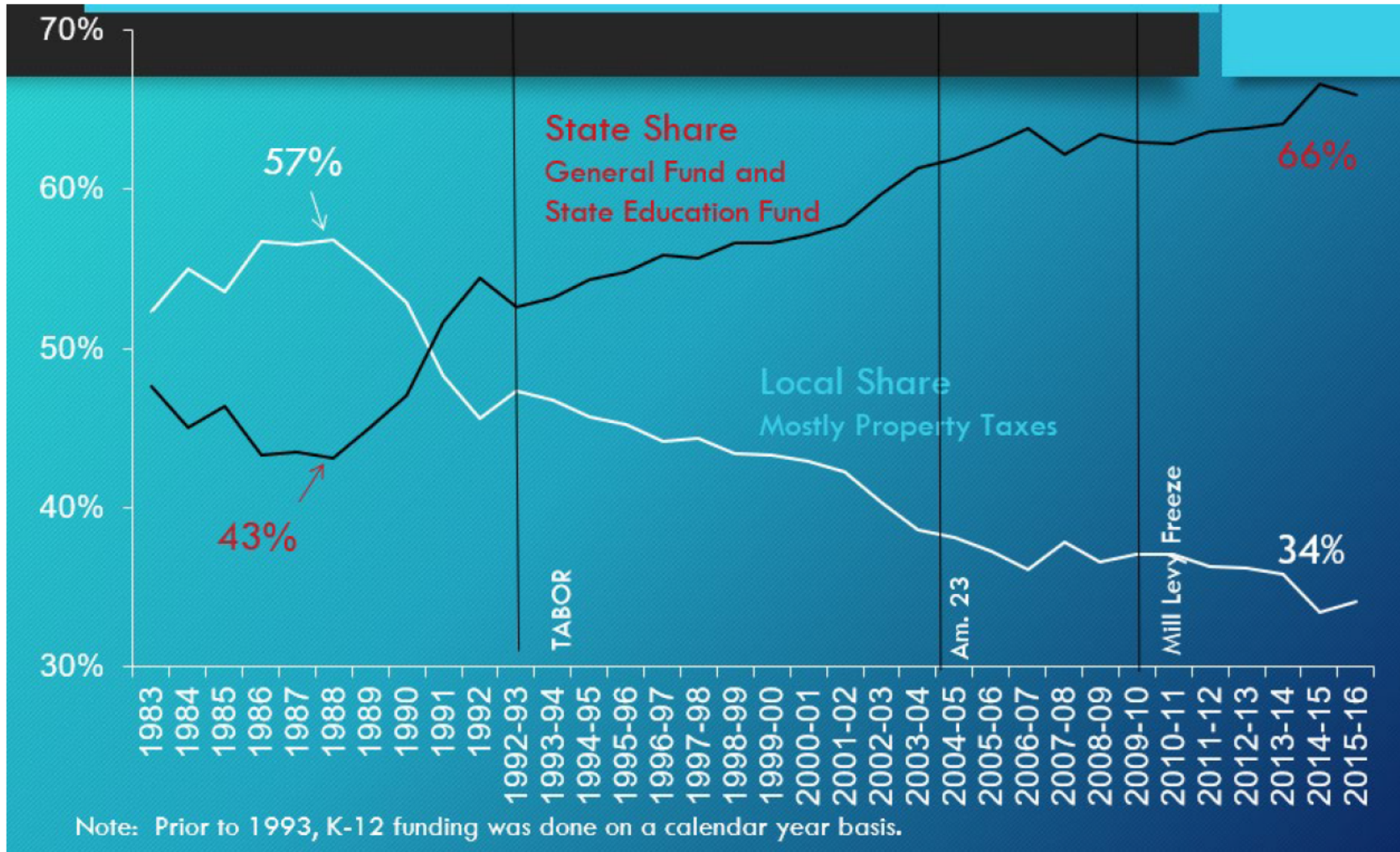


■ Local Share ■ State Share

Background: How did we get here?

- **In the 1990s and 2000s, many school districts** obtained voter approval to retain and spend revenue in excess of the property tax revenue limitation imposed on the district by TABOR.
 - You may hear this referred to as “de-Brucing” or “de-TABORing”
 - Garfield RE-2 passed a de-TABOR vote in 1998.
- Districts that de-TABORed had permission from the voters to keep their local property tax mill levies (their local share) at the level in place at the time of the de-TABOR vote.
- Without de-TABORing, districts would not have been able to retain revenues above their TABOR limitation due to interactions of various factors unique to Colorado.
 - Rapid and significant growth in residential property value;
 - TABOR, which prevents taxes from increasing without voter approval;
 - And Gallagher, which has driven the residential assessment rate down in order to preserve the required ratio of residential/commercial property tax rates.

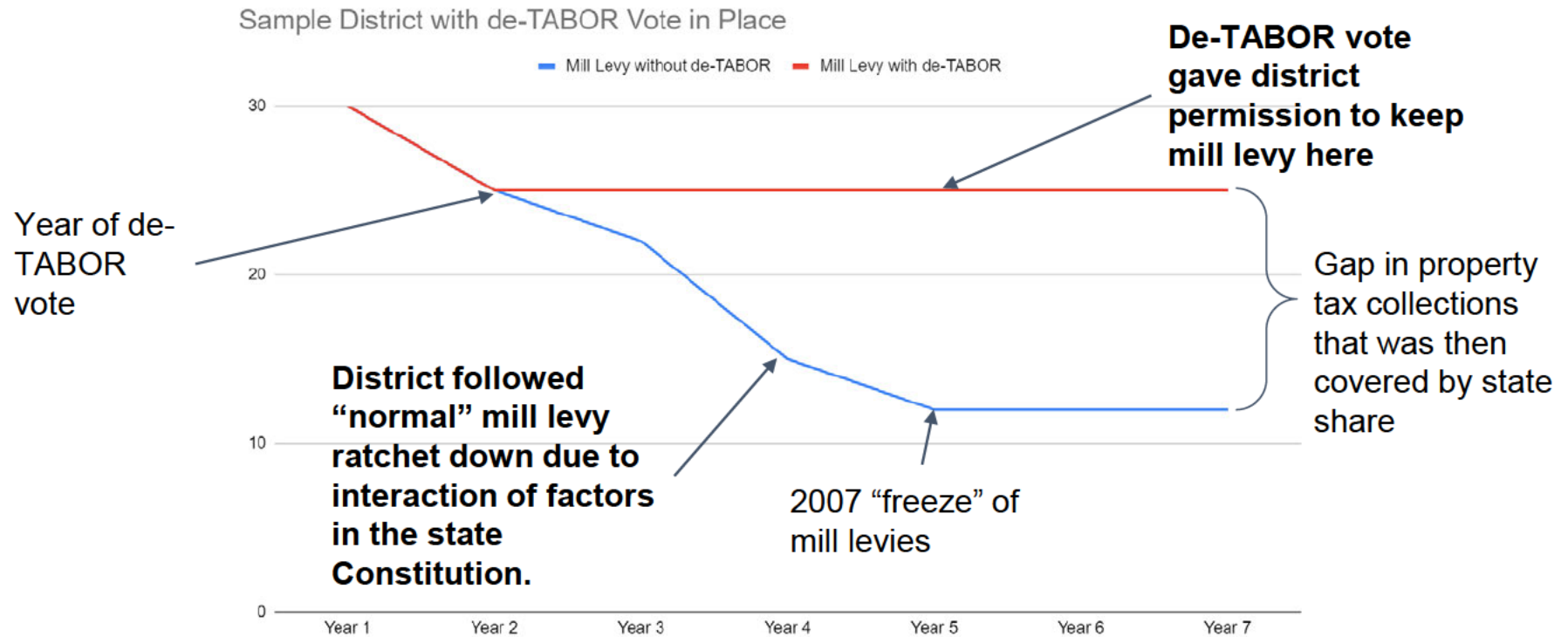
Background: How did we get here?



Background: How did we get here?

- CDE and others interpreted the statute such that **some de-TABORed districts should reduce their local share** through 2007.
 - However, because de-TABORed districts had permission from the voters to keep their mill levies at a higher level, it is now clear that local share should not have been reduced.
- In 2007, school district mills were frozen through legislation, then litigated in a debate about how local school districts should have treated their local mills per statute.
- **Because of the reduction to mill levies made between the early 1990s and 2007, the local share collected by those districts went down, and state share went up.**

Background: How did we get here?



Background: How do we fix it?

- **The legislature has now taken steps to restore, going forward, the local share that was erroneously reduced.**
 - This created a reduction in local share and resulted in the non-collection of local property taxes that were already authorized by voters.
 - The legislature is only seeking to fix this issue going forward--it is **NOT** seeking to recover local tax property revenue that should have been collected in the past.
- **Mill Levy Correction is a state law.** While the responsibility for setting the mill levy lies with the local school board, the local school board must set the Total Program levy in accordance with state law.

Background: How do we fix it?

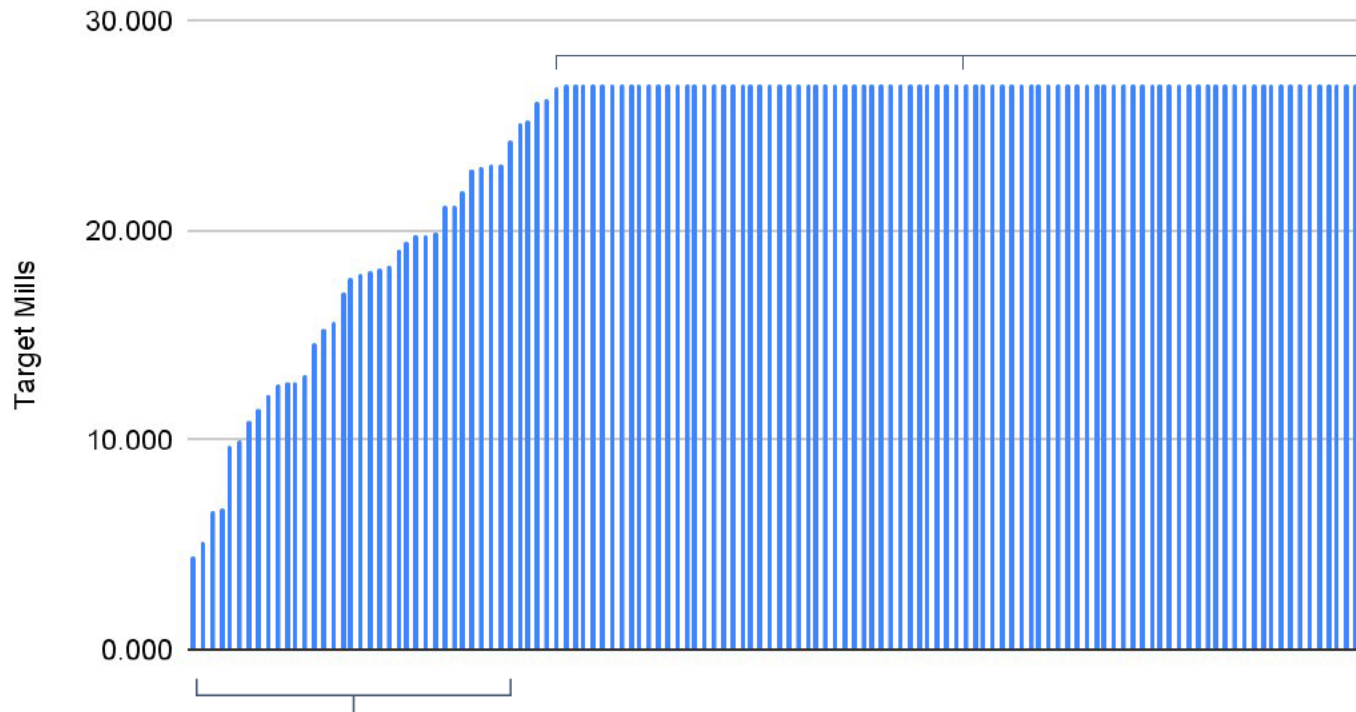
Step 1: Passage of HB20-1418

June 2020: [HB20-1418](#) signed (see Section 33). The 2020-2021 School Finance Act required districts to levy the number of mills specified by the requirements in the bill, including the establishment of temporary tax credits, if necessary, to correct historical errors. The bill required districts to set a mill levy target equal to **the lowest of:**

1. The mills required to fully fund the district with local property taxes;
2. The mills in place at the time the district obtained voter approval to retain and spend revenue in excess of the property tax revenue limitation imposed on the district by TABOR (de-Bruce); **or**
3. 27.000 mills.

Background: How do we fix it?

Target Mills per HB20-1418: Districts Impacted by Mill Levy Correction



86 out of 127 districts (68%) have target mills of 27. This means that the mills required to fully fund the district, **and** the mills in place at the time of deTABOR, are both greater than 27.

41 out of 127 districts (32%) have target mills under 27. This means that either the mills required to fully fund the district, **or** the mills in place at the time of deTABOR, are less than 27.

Background: How do we fix it?

Step 2: District certification of Temporary Tax Credits

December 2020: If required, districts included temporary tax credits when [certifying property tax mills](#) related to the local share of total program for the 2020 tax year. The temporary tax credits were equal to the difference between the district's current total program mill and the mill levy target established by [HB20-1418](#). For example, if the district's current total program mill was 25, and its mill levy target is 27, the district implemented a temporary tax credit of 2 mills.



DISTRICT NUMBER	COUNTY OF ASSESSED VALUATION	SCHOOL DISTRICT	NET ASSESSED VALUATION	HB20-1418 TOTAL PRGM MILLS	TEMP TAX CREDIT	NET TOTAL PRGM MILLS
0010	ADAMS	MAPLETON 1	831,452,880			
0010		MAPLETON 1 TOTAL	\$831,452,880	27.000	0.920	26.080
0020	ADAMS	ADAMS 12 FIVE STAR	2,543,352,030			
0020	BROOMFIELD	ADAMS 12 FIVE STAR	542,844,087			
0020		ADAMS 12 FIVE STAR TOTAL	\$3,086,196,117	27.000	0.000	27.000

1. Garfield RE-2 Current Total Program Mill Levy: 5.700 mills
2. Garfield RE-2 target mill levy per 20-1418: 16.282 mills
3. Garfield RE-2 temporary tax credits (2 – 1): 10.582 mills



Background: How do we fix it?

Step 3: Introduction, challenge to, and passage of HB21-1164

March 2021: [HB21-1164](#) introduced. The bill requires CDE to implement a correction plan for districts with temporary tax credits. Specifically, the plan must ensure that districts incrementally reduce temporary tax credits “as quickly as possible but by no more than one mill each property tax year,” beginning in the 2021 tax year.

May 2021: Colorado Supreme Court ruled in an [interrogatory](#) that HB21-1164 is constitutional.

June 2021: [HB21-1164](#) signed into law.

Next Steps: What happens now?

- **HB21-1164 requires CDE to implement a correction plan that:**
 - Reduces a district's temporary tax credits "as quickly as possible,"
 - But by no more than 1 mill per year.
 - The original mill levy target certified in December 2020 was 19.491 with a credit of 14.791

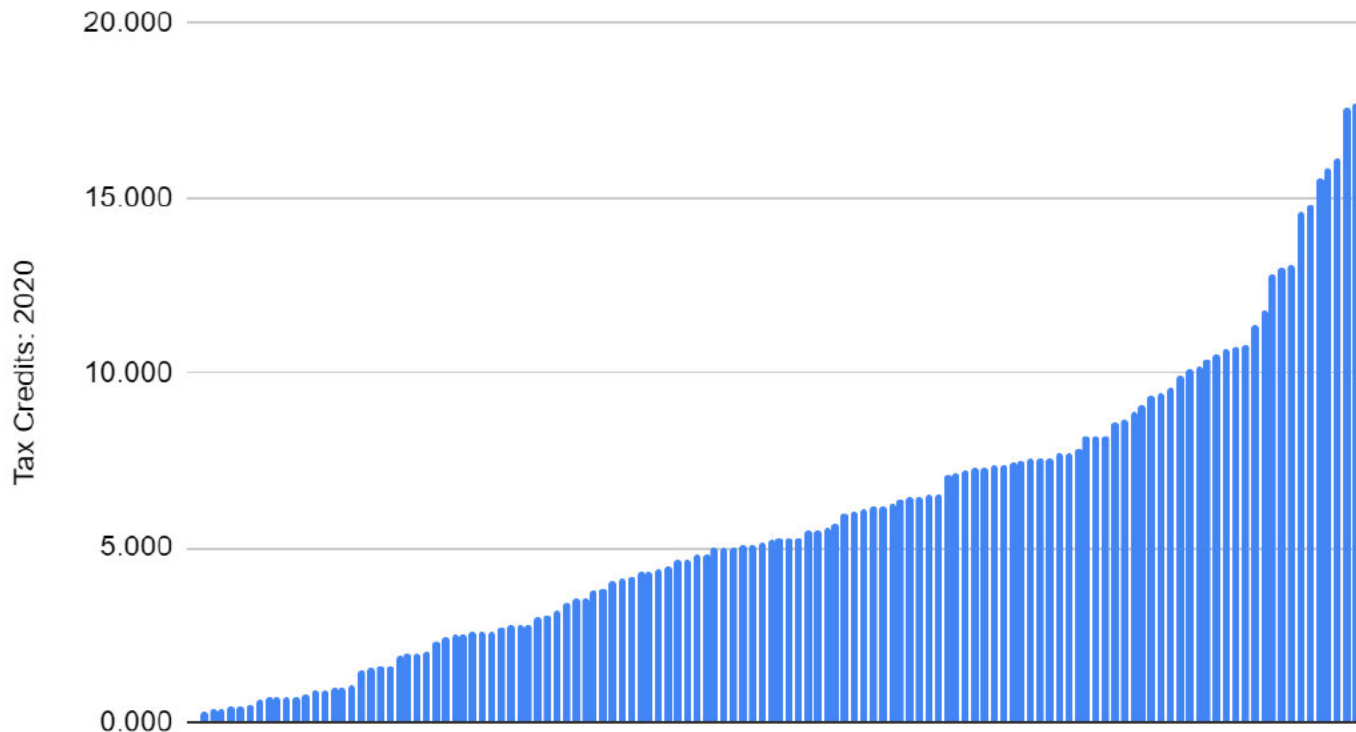
Our District has a corrected mill levy target of 16.282 based on the requirements of HB20-1418. In 2020, District was levying 4.700 mills. Taxpayers in our district will see the following changes to their property taxes for the local share of Total Program (table on next page shows annual reduction):

Annual District Mill Adjustments per HB21-1164

Corrected Mill Levy per HB20-1418:	16.282 mills, 11.582 temporary tax credits
2021 Tax Year (certified Dec 2021):	16.282 mills, 10.582 temporary tax credits
2022 Tax Year (certified Dec 2022):	16.282 mills, 9.582 temporary tax credits
2023 Tax Year (certified Dec 2023):	16.282 mills, 8.582 temporary tax credits
2024 Tax Year (certified Dec 2024):	16.282 mills, 7.582 temporary tax credits
2025 Tax Year (certified Dec 2025):	16.282 mills, 6.582 temporary tax credits
2026 Tax Year (certified Dec 2026):	16.282 mills, 5.582 temporary tax credits
2027 Tax Year (certified Dec 2027):	16.282 mills, 4.582 temporary tax credits
2028 Tax Year (certified Dec 2028):	16.282 mills, 3.582 temporary tax credits
2029 Tax Year (certified Dec 2029):	16.282 mills, 2.582 temporary tax credits
2030 Tax Year (certified Dec 2030):	16.282 mills, 1.582 temporary tax credits
2031 Tax Year (certified Dec 2031):	16.282 mills, 0.582 temporary tax credits
2032 Tax Year (certified Dec 2032):	16.282 mills, 0.000 temporary tax credits

Background: How do we fix it?

Tax Credits per HB20-1418



Tax credits range from **.048** to **18.480**.

This means that districts will be implementing Mill Levy Correction for anywhere from 1 to 19 years.

107 out of 127 districts (82%) have fewer than 10 temporary tax credits

Find your district's temporary tax credits [here](#).

Next Steps: What happens now?

- **Where will the money go?**

- The estimate for the 2021-2022 school year is that Mill Levy Correction will generate ~\$90M in additional local share
- These are funds that won't need to be paid from state sources
- Therefore, the funds may be redirected, for example to the new factor changes in the finance formula:

“...THE GENERAL ASSEMBLY FURTHER DECLARES THAT THE REMAINING COSTS OF THE SCHOOL FINANCE FORMULA CHANGES ARE OFFSET BY THE SAVINGS TO THE STATE SHARE OF TOTAL PROGRAM THAT OCCUR AS A RESULT OF CORRECTING THE UNAUTHORIZED REDUCTIONS IN DISTRICT PROPERTY TAX MILL LEVIES AS PROVIDED IN SECTION 22-54-106 (2.1).”

- **Ultimately, use of these state funds is the legislature's decision.**

Next Steps: What happens now?

- **How much might Mill Levy Correction raise in additional property taxes over time?**

The following chart provides an *estimate* of the impact of Mill Levy Correction on property tax collection, all else being equal.*

FY2021-22 Projected Property Taxes with Credit Stepdowns			
	Current with No Stepdown	With Credit Stepdown	Approx Add'l Prop Taxes per Year
Year 1	2,853,909,591	2,945,599,960	91,690,369
Year 5	2,853,909,591	3,061,122,354	207,212,763
Year 10	2,853,909,591	3,096,358,015	242,448,424
Fully Implemented	2,853,909,591	3,106,891,398	252,981,807

*Note: the estimates above assume static Assessed Valuations and assessment rates.

Review: Main takeaways

- Mill Levy Correction is a legislative and legal directive to correct a historical undercollection of local property taxes.
- The historical undercollection resulted in districts collecting less in property taxes for education than their voters had approved by de-TABORing.
- Mill Levy Correction is in law, dictated by state statute; it is not a local decision to raise property taxes.
- Mill Levy Correction is a phased approach to restoring local property taxes to the levels voters authorized.
- Mill Levy Correction will result in local taxpayers increasing their taxes to previously approved levels, or to an appropriate level as defined by HB20-1418.
- There are no retroactive payments or penalties--the law only applies to future years.
- **Funds generated through Mill Levy Correction will result in more fiscal resources overall being available for education.**

ACCOUNT # P013001
PARCEL #
TAX DISTRICT: 013

PROPERTY TAX NOTICE
2020 TAXES DUE IN 2021

CARRIE COUEY
TREASURER
P.O. Box 1089
Glenwood Springs, CO 81602-1089
www.garfield-county.com/treasurer (970) 945-6382



TAX AUTHORITY	MILL LEVY	MILL LEVY CREDIT	TAX AMOUNT	VALUATION	ACTUAL	ASSESSED
GARFIELD COUNTY	13.58800	0.00000	\$282.50			
GARFIELD COUNTY - R&B	0.08700	0.00000	\$1.81			
GARFIELD COUNTY - DHS	0.00000	0.00000	\$0.00			
COLORADO RIVER FIRE	8.10200	0.00000	\$127.05			
COLO RIVER WATER CONS	0.50200	0.00000	\$10.45			
SCHOOL DISTRICT RE-2	29.37000	14.78100	\$811.49			
COLORADO MTN COLLEGE	4.01300	0.00000	\$83.55			
GARFIELD COUNTY PUB LIB	2.50500	0.00000	\$52.15			
NET TOTAL				\$71,790		\$20,820
NOTICES						
PROPERTY TAX EXEMPTIONS (CRS 39-3-203) A property tax exemption is available to senior citizens, surviving spouses of senior citizens, and disabled veterans. Senior Exemption For an application, please contact the Garfield County Assessor's Office at 970-945-9134 or assessor@garfield-county.com . Disabled Veteran Exemption Application forms are available from the Colorado Division of Veterans Affairs at www.colorado.gov/vets or by calling 303-284-6077.						
PROPERTY TAX DEFERRALS (CRS 39-3-5-102) Seniors and Active Military For an application, please contact the Garfield County Treasurer's Office at 970-945-6382.						
TOTAL						
NET LEVY-->56.14700						
LATE FILING FEE/ADMIN FEE						\$1,169.00
SPECIAL ASSESSMENT						\$0.00
SENIOR/VETERAN EXEMP						\$0.00
GRAND TOTAL						\$1,169.00
SB 25 - in absence of State Legislative Funding, your school mill levy would have been 57.1140000						
PROPERTY DESCRIPTION (MAY BE ABBREVIATED)						
EQUIP, FURNITURE & FIXTURES, ① Tot. Local Share/wills ② Mill 'credit'						
SITUS ADDRESS:						
DO YOU OWE DELINQUENT TAXES? No						
PAYMENT DUE DATE AMOUNT						
FIRST HALF FEBRUARY 28, 2021 \$584.50						
SECOND HALF JUNE 15, 2021 \$584.50						
FULL PAYMENT APRIL 30, 2021 \$1,169.00						
THIS IS THE ONLY NOTICE THAT YOU WILL RECEIVE!						
Make Checks Payable To: GARFIELD COUNTY TREASURER Pay online at: www.garfield-county.com/treasurer						

IF YOUR TAXES ARE PAID
BY A MORTGAGE COMPANY,
DO NOT PAY THIS BILL.

RETAIN TOP PORTION FOR YOUR RECORDS

TAX PAYMENT MUST BE POSTMARKED BY DUE DATE		DO YOU OWE DELINQUENT TAXES? No
RETURN THIS COUPON WITH SECOND HALF PAYMENTS		
2ND HALF COUPON		

Return this coupon with payment to:
GARFIELD COUNTY TREASURER
P.O. BOX 1089
GLENWOOD SPRINGS, CO 81602-1089

2020 TAXES DUE IN 2021

IS YOUR ADDRESS CORRECT? (MAKE CHANGES BELOW)

New Address _____

City _____ State _____ Zip _____

P013001

ACCOUNT NUMBER
P013001

PROPERTY
OWNER
OF
RECORD

SECOND HALF DUE BY JUNE 15, 2021 \$584.50

0000000180130019 00000584508 000011690026

RETAIN TOP PORTION FOR YOUR RECORDS

TAX PAYMENT MUST BE POSTMARKED BY DUE DATE		DO YOU OWE DELINQUENT TAXES? No
RETURN THIS COUPON WITH FIRST HALF OR FULL PAYMENTS		
FULL OR 1ST HALF COUPON		

Return this coupon with payment to:
GARFIELD COUNTY TREASURER
P.O. BOX 1089
GLENWOOD SPRINGS, CO 81602-1089

2020 TAXES DUE IN 2021

IS YOUR ADDRESS CORRECT? (MAKE CHANGES BELOW)

New Address _____

City _____ State _____ Zip _____

P013001

ACCOUNT NUMBER
P013001

PROPERTY
OWNER
OF
RECORD

FULL PAYMENT DUE BY APRIL 30, 2021 \$1,169.00

FIRST HALF DUE BY FEBRUARY 28, 2021 \$584.50

0000000180130019 00000584508 000011690026

Certification of Mill Levies
Property Tax Year 2021

GARFIELD
County

RIFLE
School District

CATEGORY	Colorado Department of Education (CDE) Mill Levy Estimated as of November 30, 2021	School District Final Mill Levy Certified as of December 15, 2021
1. Mill Levy per HB20-1418	16.282	16.282
1a. HB20-1418 Tax Credit	10.582	10.582
1b. HB20-1418 Net Mill Levy (amt collected by county)	5.700	5.700
2. Categorical Buyout	0.000	0.000
3. Total Program Reserve Fund	0.000	0.000
4. Total Program Mill	5.700	5.700
5. Overrides:		
a. Voter-approved	6.468	13.797
b. Hold harmless	0.000	0.000
c. Excess hold harmless	0.000	0.000
6. Abatement	0.016	0.016
7. Total General Fund	12.184	19.513
8. Bond Redemption Fund		12.995
9. Transportation Fund	0.000	0.000
10. Special Building and Technology Fund	0.000	0.000
11. Other (Loan, Charter School)	0.000	0.000
12. Total	12.184	32.508

Assessed Valuation	As of November 30, 2021	As of December 15, 2021
Gross Assessed Valuation	666,659,670	668,768,500
Tax Increment Financing	-1,886,200	-1,941,040
Net Assessed Valuation	664,773,470	666,827,460
Abatements (Total across all counties)	10,512	10,512

Information provided by state for certification to county treasurer:

Estimated Full Funding Mill Levy	65.085	65.085
Projected Gross Funding from State	39,477,324	39,477,324

Jeff Blanford
Form completed by

970-274-7400
Phone Number

COMPLETE AND RETURN TO TIM KAHLE BY DECEMBER 21, 2021:

Scanned and emailed copies are preferable. It is not necessary to mail original copy.

kahle_t@cde.state.co.us

If you need to mail a copy for any reason, send to:

Division of School Finance and Operations
Colorado Department of Education
201 E. Colfax Avenue; Room 206



Questions?



Agenda Item #8.b.

Agenda Item Name:

2022 Compensation Information Update

Presenter:

Michelle Duran, Finance Director

Item Description:

At Council's request, a review of budgeted compensation for 2022

Recommended Action:

n/a

Fiscal Impact:

Considering an increase to wages requires a review of budget in total, which is more appropriate to do with more information from the upcoming compensation study. At this time, we can consider what savings the City may realize from 2021 expenditures. Long term effects will be considered at time of compensation study, with an evaluation of 2022 expenditures and more up to date figures for revenues.

Operational Impact:

n/a

Prior Board Motions:

n/a

Background Information:

Council would like to consider an adjustment to wages because of current economic and hiring conditions. An estimate has been prepared to consider the impact of either a 3% or 4% cost of living increase, in addition to the annual step increase that many employees receive on January 1.

Executive Summary:

The immediate impact of a COL increase is not large, but care must be taken so as not to overextend salary and wage costs going forward. A compensation study has been commissioned and will be done in the first quarter of 2022, with results expected around April. This is a presentation of only the expected cost of a cost of living adjustment; the step increases for employees were already budgeted, this would be in addition to that.

Notification Requirements:

n/a

Prepared By:

Michelle Duran, Finance Director

Attachments:

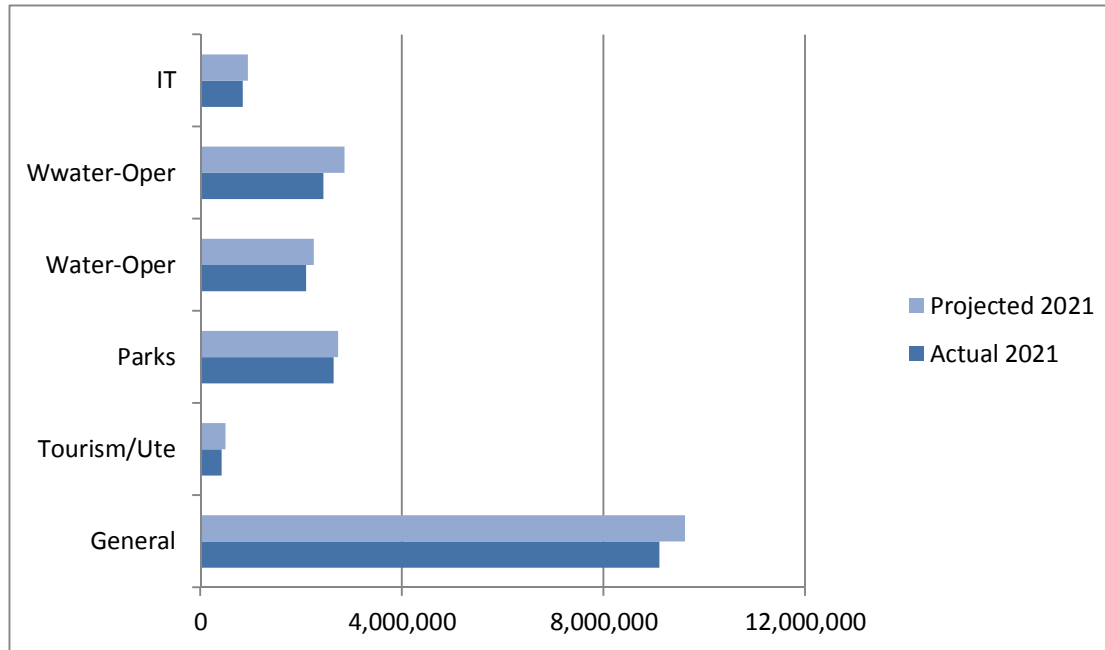
1. 2022 SW Budget Estimates
2. 2021 Expense Projections
3. Copy of 4.2 % Increase Request 1.4.2022

2022 Wage Increase Estimate

	Budgeted 2022 General fund	Parks & Rec	Water	Waste Water	Totals- these funds only
Full Time Salaries/Wages	4,495,895	1,083,836	600,437	421,915	6,602,083
Part Time					(PT incl above)
Medicare	65,190	15,716	8,706	6,118	95,730
Social Security	190,690	67,198	37,227	26,160	321,275
401 Retirement	143,750	34,690	30,021	21,096	229,557
PD Retirement & FPPA	220,886				220,886
457 Retirement	165,505	13,987	6,234	4,018	189,744
					0
SUM of Retirement & FICA	786,021	131,591	82,188	57,392	1,057,192
TOTAL COST	5,281,916	1,215,427	682,625	479,307	7,659,275
Impact of increase on Budget (wages and benefits)	158,457	36,463	20,479	14,379	229,778
	3%	3%	3%	3%	
	211,277	48,617	27,305	19,172	306,371
	4%	4%	4%	4%	
Projected 2021 Exp savings	500,000	80,000	140,000	350,000	
Percentage Without Department Heads					74%

2021 Expense projections

		12/31/2021	10/31/2021	10/31/2021	12/31/2021
		Actual 2021	Projected 2021	Est'd Fund Balance	Est'd Fund Savings
100-4__-__-__	General	9,099,865	9,607,162	9,043,381	500,000
207-4__-__-__	Tourism/Ute	417,784	498,470	655,567	75,000
210-4__-__-__	Parks	2,642,758	2,729,743	2,467,447	80,000
310-4331-__-__	Water-Oper	2,093,329	2,246,249	13,739,145	140,000
320-4325-__-__	Wwater-Oper	2,437,234	2,860,071	4,909,624	350,000
620-4__-__-__	IT	839,962	934,187	129,170	20,000



Department Heads ONLY

Current Wages		FICA 7.65% on		FICA 7.65% on
W/FICA	4% Increase	Increase	2% Increase	Increase
\$ 1,235,470.20	\$ 45,906.93	\$ 3,511.88	\$ 22,953.46	\$ 1,755.94
Total Current +				
Increase w/FICA	\$ 1,284,889.01		\$ 1,260,179.60	

Department Heads Under \$100,000

Current Wages		FICA 7.65% on	
W/FICA	Increase of 4%	Increase	Total
\$ 643,520.48	\$ 23,911.58	\$ 1,829.24	\$ 669,261.30

Total 4%/2% Split DH Current +
Increase W/FICA \$ 1,273,050.01

All FT & Perm PT Employees (NO Department Heads, NO Seasonal EE)

Current Wages		FICA 7.65% on		FICA 7.65% on
W/FICA	Increase 4%	Increase	Increase 2%	Increase
\$ 5,531,849.92	\$ 205,549.46	\$ 15,724.53	\$ 102,774.73	\$ 7,862.27
Total Current +				
Increase w/FICA	\$ 5,753,123.91		\$ 5,642,486.92	

Department Heads Over \$100,000

Current Wages W/FICA		Increase 2%		FICA 7.65% on Increase	Total
\$	591,949.72	\$	10,997.67	\$ 841.32	<u>\$ 603,788.71</u>

These estimates reflect the MOST it could cost; some of the positions remain vacant and PT hours va

ry so it MAY be less than this in the end.



Agenda Item #9.a.

Agenda Item Name:

(Acting as Liquor Licensing Authority) Public Hearing - Consider Application by Super Kidz, LLC dba Super Kidz for a Beer and Wine Liquor License at 1733 Railroad Avenue, Unit A

Presenter:

Misty Williams, City Clerk

Item Description:

Super Kidz, LLC dba Super Kidz, located at 1733 Railroad Avenue, Unit A, Rifle, CO, has applied for a new Beer and Wine Liquor License

Recommended Action:

Move to approve the new Beer and Wine Liquor License application for Super Kidz, LLC dba Super Kidz, located at 1733 Railroad Avenue, Unit A, Rifle, CO

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Super Kidz, LLC dba Super Kidz, located at 1733 Railroad Avenue, Unit A, Rifle, CO, has applied for a new Beer and Wine Liquor License.

This application is for a Beer and Wine Liquor License. Colorado State laws require that the business serve sandwiches and light snacks.

A preliminary inspection of the premises was conducted on October 29, 2021.

A final inspection of the premises will be conducted after the State license is received, and before the issuance of the local liquor license.

Staff recommends that the following hours be established, due to the close proximity of the business to the Winchester Gardens Apartments:

Sunday - Wednesday: 11:00 a.m. - 10:00 p.m. (last call for alcohol at 9:30 p.m.)

Thursday - Saturday: 11:00 a.m. - 11:00 p.m. (last call for alcohol at 10:30 p.m.)

Executive Summary:

Super Kidz, LLC dba Super Kidz, located at 1733 Railroad Avenue, Unit A, Rifle, CO, has applied for a new Beer and Wine Liquor License.

The following criteria have been met by the applicant:

- * The application is complete
- * The public notice requirements have been met
- * The fees have been paid
- * The petition reflecting the needs and desires of the neighborhood was submitted

This application was submitted to the State of Colorado Liquor Enforcement Division on November 1, 2021 for Concurrent Review. Final approval from the State is pending this Public Hearing.

Notification Requirements:

Public hearing requirements have been met, via publication in the Glenwood Post Independent and the Public Notice poster displayed on the premises.

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Super Kidz,LLC - 2022 Liquor License Application_Redacted
2. Memo from SuperKidz Applicant

Colorado Liquor Retail License Application

☒ New License ☐ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Super Kidz LLC			FEIN Number 86-3388906
2a. Trade Name of Establishment (DBA) Super Kidz LLC		State Sales Tax Number 94809108-0000	Business Telephone (970) 306-9942
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 1733 Railroad Avenue Unit A			
City Rifle	County Garfield	State CO	ZIP Code 81650
4. Mailing Address (Number and Street) PO BOX 3961		City or Town Basalt	State CO
5. Email Address SuperKidzRifle@yahoo.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)		Present State License Number	Present Class of License
			Present Expiration Date
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☒ Application Fee for New License\$1,550.00 ☐ Application Fee for New License w/Concurrent Review\$1,650.00 ☐ Application Fee for Transfer\$1,550.00		☐ Liquor-Licensed Drugstore (County)\$312.50 ☐ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County)\$500.00 ☐ Manager Registration - H & R\$75.00 ☐ Manager Registration - Tavern\$75.00 ☐ Manager Registration - Lodging & Entertainment\$75.00 ☐ Manager Registration - Campus Liquor Complex\$75.00 ☐ Optional Premises License (City)\$500.00 ☐ Optional Premises License (County)\$500.00 ☐ Racetrack License (City)\$500.00 ☐ Racetrack License (County)\$500.00 ☐ Resort Complex License (City)\$500.00 ☐ Resort Complex License (County)\$500.00 ☐ Related Facility - Campus Liquor Complex (City)\$160.00 ☐ Related Facility - Campus Liquor Complex (County)\$160.00 ☐ Related Facility - Campus Liquor Complex (State)\$160.00 ☐ Retail Gaming Tavern License (City)\$500.00 ☐ Retail Gaming Tavern License (County)\$500.00 ☐ Retail Liquor Store License-Additional (City)\$227.50 ☐ Retail Liquor Store License-Additional (County)\$312.50 ☐ Retail Liquor Store (City)\$227.50 ☐ Retail Liquor Store (County)\$312.50 ☐ Tavern License (City)\$500.00 ☐ Tavern License (County)\$500.00 ☐ Vintners Restaurant License (City)\$750.00 ☐ Vintners Restaurant License (County)\$750.00	
Section B Liquor License Fees*			
☐ Add Optional Premises to H & R\$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area\$75.00 ☐ Arts License (City)\$308.75 ☐ Arts License (County)\$308.75 ☒ Beer and Wine License (City)\$351.25 ☐ Beer and Wine License (County)\$436.25 ☐ Brew Pub License (City)\$750.00 ☐ Brew Pub License (County)\$750.00 ☐ Campus Liquor Complex (City)\$500.00 ☐ Campus Liquor Complex (County)\$500.00 ☐ Campus Liquor Complex (State)\$500.00 ☐ Club License (City)\$308.75 ☐ Club License (County)\$308.75 ☐ Distillery Pub License (City)\$750.00 ☐ Distillery Pub License (County)\$750.00 ☐ Hotel and Restaurant License (City)\$500.00 ☐ Hotel and Restaurant License (County)\$500.00 ☐ Hotel and Restaurant License w/one opt premises (City)\$600.00 ☐ Hotel and Restaurant License w/one opt premises (County)\$600.00 ☐ Liquor-Licensed Drugstore (City)\$227.50			
* Note that the Division will not accept cash			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I. Applicant information	☐ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☐ C. License type or other transaction identified ☐ D. Return originals to local authority (additional items may be required by the local licensing authority) ☐ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II. Diagram of the premises	☐ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☐ E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☐ B. Lease in the name of the applicant (or) (matching question #2) ☒ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease. (matching question #2)
IV. Background information (DR 8404-I) and financial documents	☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor/husband and wife partnership (if applicable)	☐ A. Form DR 4679 ☒ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	☐ A. Certificate of Incorporation ☒ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII. Partnership applicant information (if applicable)	☐ A. Partnership Agreement (general or limited). ☒ B. Certificate of Good Standing
VIII. Limited Liability Company applicant information (if applicable)	☐ A. Copy of articles of organization ☒ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application	☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☒ C. If owner is managing, no fee required

Name	Type of License	Account Number															
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒																	
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? ☐ ☒ b. Had an alcohol beverage license suspended or revoked? ☐ ☒ c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒ If you answered yes to 8a, b or c, explain in detail on a separate sheet.																	
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒																	
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or Waiver by local ordinance? ☐ ☐ Other: _____																	
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒																	
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒																	
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☒																	
13 b. Are you a Colorado resident? ☒ ☐																	
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☐ ☒																	
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">Landlord</td> <td style="width:40%;">Tenant</td> <td style="width:20%;">Expires</td> </tr> <tr> <td>Eagle Spring Crossing LLC</td> <td>Super Kidz LLC</td> <td>05/30/2026</td> </tr> </table>			Landlord	Tenant	Expires	Eagle Spring Crossing LLC	Super Kidz LLC	05/30/2026									
Landlord	Tenant	Expires															
Eagle Spring Crossing LLC	Super Kidz LLC	05/30/2026															
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒																	
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".																	
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary. <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Last Name</td> <td style="width:20%;">First Name</td> <td style="width:15%;">Date of Birth</td> <td style="width:20%;">FEIN or SSN</td> <td style="width:15%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>			Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage										
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage													
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.																	
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☒ Number of additional Optional Premise areas requested. (See license fee chart)																	
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.																	
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☒ If "yes" a copy of license must be attached.																	

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
		Yes No		
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		☐ ☒		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		☐ ☒		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		☐ ☒		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		☐ ☒		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		☐ ☒		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		☐ ☒		
23. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes No ☐ ☒		
25. Related Facility - Campus Liquor Complex applicants answer the following:		☐ ☒		
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.		Yes No		
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		☐ ☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		☐ ☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Mauricio Olvera Resendiz			Owner	100%
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name	Type of License	Account Number	
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature 	Printed Name and Title Mauricio Olvera Resendiz		Date 09/8/21
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
☐ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license			
(Check One)			
☐ Date of inspection or anticipated date _____ ☐ Will conduct inspection upon approval of state licensing authority			
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?			Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?			☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?			☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County
Signature	Print	Title	Date
Signature	Print	Title	Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Mauricio Olvera Resendiz am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Super Kidz LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Super Kidz LLC		Social Security Number/Tax Identification Number	
Address 1733 Railroad Avenue Unit A			
City Rifle		State Co	Zip 81650
Home Phone Number 9703069942		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee Mauricio Olvera Resendiz			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 09/08/21

Privacy Act Statement

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SUPER KIDZ, LLC

is a

Limited Liability Company

formed or registered on 04/21/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211374827 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/20/2021 that have been posted, and by documents delivered to this office electronically through 04/21/2021 @ 10:40:49 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/21/2021 @ 10:40:49 in accordance with applicable law. This certificate is assigned Confirmation Number 13113116 .



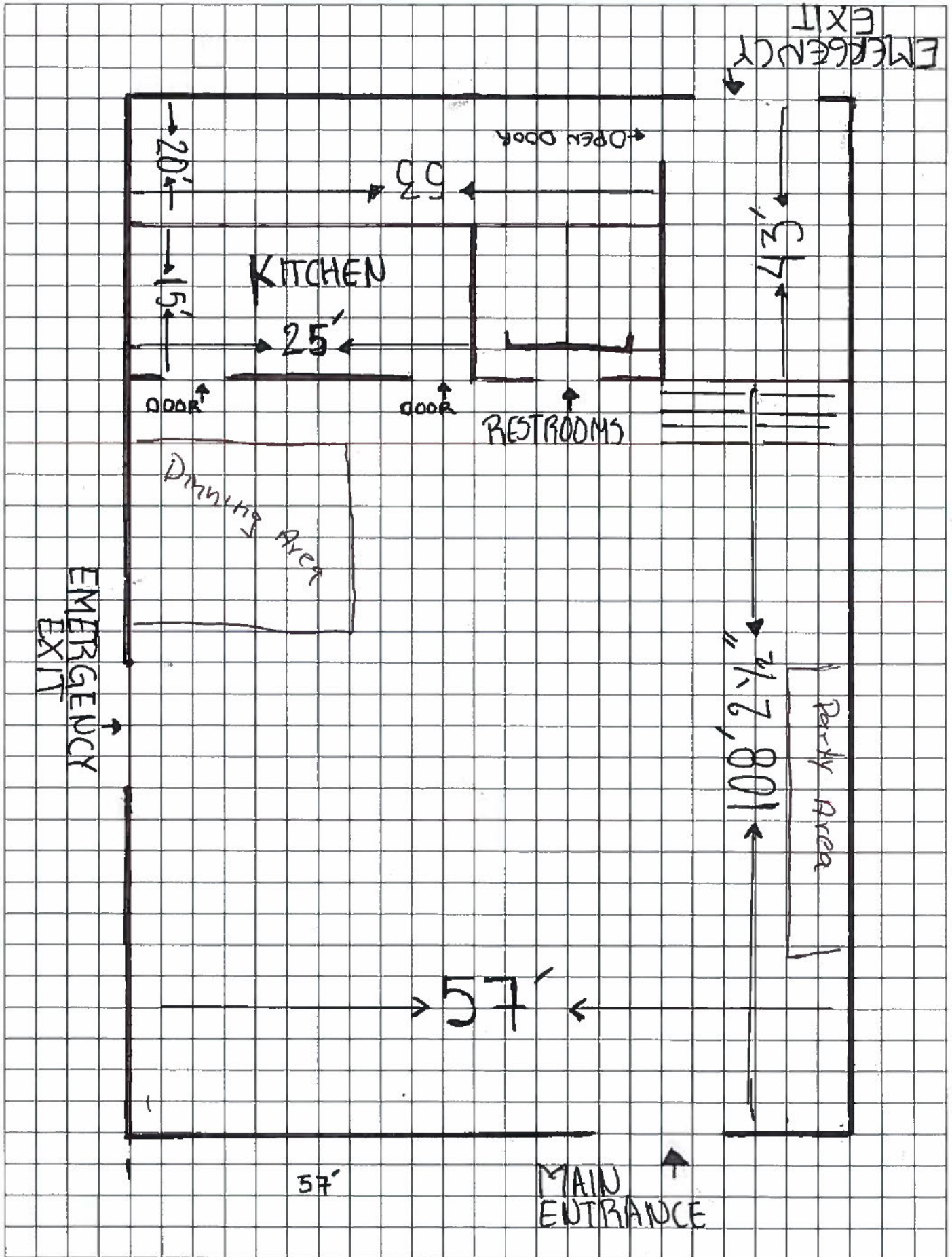
Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DIAGRAM OF PREMISES



PETITION

Name of Establishment: Super Kidz LLC

Address: _____ Type of Liquor License: _____

By signing below, I am indicating my support for a Liquor License to be granted at the above named Establishment and Address.

PRINTED NAME	SIGNATURE	OVER 21?	ADDRESS
1. Darwin A. L. G.			27653 Hwy 6 No. 309 Rifle
2. Savanna Ritchie		YES	711 Bull Run #2, Eagle, CO
3. Rebecca Schorn		Yes	Utah LHS 8043
4. Nathaniel Borbeck		YES	410 North valley road
5. Andres Vega		NO	2770 county road 238
6. Allen Jung		Yes	1152 3rd St
7. Robert K...		NO	791 E 20th Ave
8. Gizmaris Aris		NO	27653 Hwy 6 #1604
9. Dafne Mellin		NO	01899 Hwy 6 #19
10. Lindsay Menden		NO	143 North 7th St
11. Pablo Flores		Si	Las Flores #409
12. MAURICIO A. L.		KCS	105 FLORES #408
13. JERRY TITLES		Yes	510 Tiara Dr Gd. 81504
14. GINSEL BARRON		YES	5033 county Rd 335 N
15. Angelica Burgara		YES	331 E 26th Rifle, CO. 81650
16. AMILKAR D		YES	2421 W 24th Pl, Rifle 81650
17. Uriel Rodriguez		Yes	27653 Hwy 6 #50 Rifle CO 81650
18. Augusto Escobar		Yes	861 E 18th St Rifle, CO 81650
19. Daniel Rincon		Yes	698 E. Vista Dr. S. 760 81652
20. Jonathan Camillo		Yes	1533 Aramburo Ave
21. Javier Peralta		Yes	#1704 Cottonwood CO.
22. Hector F Peralta		yes	331 E 26th St Rifle, CO
23. Taiset Espinoza		Yes	723 Burning Mountain
24. GINSEL BARRON		yes	1930 Railroad Ave unit 3 Rifle
25. Jorge Barranco		yes	100 W 3rd St rifle CO

Tom Regan Responsible Vendor Training

This certificate is presented to

Mauricio Olvera Resendiz

For passing Responsible Service of Alcohol training

Test name: Responsible Service of Alcohol

Score: 29 / 39 74.4%

This certificate is valid for three years from this date: Tue 14th Sep 2021

**Tom Regan
Certified RSOA Instructor**

CLRRYDVPSB-KTHTSZQT-XSWMRSYHY

INCORPORATION WORKSHEET
prepared on September 13, 2021

INCORPORATOR:

Name: Mauricio Olvera Resendiz
Street Address: 178 Garfield Ave
City, State, Zip: Carbondale, Colorado 81623
Telephone: 9703069942 Ext. _____

CORPORATION NAME:

Legal Name: Super Kidz LLC
Trade Name: Super Kidz LLC

PRINCIPAL PLACE OF BUSINESS:

The address where the corporation's principal place of business will be located is:

Street Address: 1733 Railroad Avenue Unit A
City, State, Zip: Rifle, Colorado 81650
County: Garfield
Telephone: 9706251817

Mailing Address: Po Box 3961
City, State, Zip: Basalt, Colorado 81621

BUSINESS ACTIVITIES: This corporation will begin on October 01, 2021, with an initial number of employees of approximately 11, and anticipated first year gross revenues of approximately \$850,000.00.

The primary activities of the corporation can be described as follows: fun for kids and adults and for birthday parties..

GEOGRAPHICAL AREA OF BUSINESS OPERATIONS:

The business will conduct its operations in the following geographical area: Near to down town of rifle.

STOCK:

The corporation will authorize the following number of shares: 10,000

The shares will be: no par value

The shareholders will have preemptive rights with respect to additional shares of stock sold by the corporation.

The shareholders will be required to first offer their shares to the corporation before selling to other parties.

FISCAL YEAR:

The fiscal year of the corporation will end each year on December 31.

DIRECTORS:

The following persons will be the initial directors of the corporation:

Name: Mauricio Olvera Resendiz
Address: 178 Garfield Avenue
City, State, Zip: Carbondale, Colorado 81623
Telephone: 97030699412 Ext. _____

Each director will serve for a term of undefined year(s).

The directors will not be personally liable to the corporation or its shareholders for obligations arising out of the performance of the directors' duties.

OFFICERS:

The following persons will be elected to fill the respective offices:

President: Mauricio Olvera Resendiz
Address: 178 Garfield Ave
City, State, Zip: Carbondale, Colorado 81623
Telephone: 9703069942 Ext. _____

Vice President: _____
Address: _____
City, State, Zip: _____, _____
Telephone: _____ Ext. _____

Treasurer: Mauricio Olvera Resendiz
Address: 178 Garfield Ave
City, State, Zip: Carbondale, Colorado 81623
Telephone: 9703069942 Ext. _____

Secretary: _____
Address: _____
City, State, Zip: _____, _____
Telephone: _____ Ext. _____

Instruments which relate to an interest in real estate must be signed by the following:

President or Vice-President and Secretary or Treasurer

The officers are authorized to do the following:

Open a corporate bank account
Obtain a bank loan
Elect Subchapter "S" tax status
Lease office space at 1733 Railroad Avenue, Rifle, Colorado from Eagle Springs Crossing LLC upon such terms as the officers deem appropriate.

Employment agreements will be authorized with the following officers:

Mauricio Olvera Resendiz

SEAL:

The corporation will not have a corporate seal.

STOCK CERTIFICATES:

The corporation will not, unless requested, issue stock certificates.

REGISTERED AGENT:

The name and address of the registered agent of the corporation is:

Name: Sherri Branham
Company Name: Rifle Works
Address: 124 E. 4th street
City, State, Zip: Rifle, Colorado 81650
Telephone: 970 625 4440 Ext. _____

ADVISORS:

The following financial and professional advisors will be providing services to the business:

Accountant: Sherri Branham
Firm Name: Rifle Works
Address: 124 E. 4th street
City, State, Zip: Rifle, Colorado 81650
Telephone: 970 625 4440 Ext. _____

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is SUPER KIDZ, LLC

The principal office street address is 1733 Railroad Avenue, Unit A
Rifle CO 81650
US

The principal office mailing address is 5033 County Road 335, #76
New Castle CO 81647
US

The name of the registered agent is Mauricio Olvera Resendiz

The registered agent's street address is 5033 County Rd 335, #76
New Castle CO 81647
US

The registered agent's mailing address is 5033 County Rd 335, #76
New Castle CO 81647
US

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

The management of the limited liability company is vested in Members

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

Person(s) forming the limited liability company

Mauricio Olvera Resendiz
5033 County Road 335, #76
New Castle CO 81647
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

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

Sherri Branham

124 E 4th St

Rifle CO 81650

US

**Limited Liability Company Agreement of
Super Kidz LLC
A Single Member Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Super Kidz LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Member").

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Super Kidz LLC, a Member-managed Colorado single member limited liability company (the "Company") formed under and pursuant to Colorado law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Colorado law absent such a provision, this Agreement, to the extent permitted under Colorado law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is:
- 1733 Railroad Avenue Unit A, Rifle, Colorado 81650, or such other location as shall be selected from time to time by the Member.
- The Company's mailing address is:
- Po Box 3961, Basalt, Colorado 81621
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Mauricio Olvera Resendiz. The Agent's registered office is 178 Garfield Ave, Carbondale, Colorado 81623. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Colorado Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose:
- Super Kidz it had been constructed for fun for kids and adults.
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Colorado law.
- C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Colorado. The Company will operate until terminated as outlined in this Agreement unless:
1. The Member votes to dissolve the Company;

2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Colorado law;
3. It becomes unlawful for either the Member or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Colorado law.

III. Member.

- A. The Member. The sole member of Super Kidz LLC at the time of adoption of this Agreement is Mauricio Olvera Resendiz (the "Member").
- B. Initial Contribution. The Member shall make an Initial Contribution to the Company. The Initial Contributions shall be as described in Attachment A, Initial Contributions of the Member.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

- C. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Colorado law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.
- D. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.
 1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
 3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.
- E. Member Voting.
 1. *Voting power.* In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.

F. Member's Duties. The Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Member or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Member, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Allocate fairly and reasonably any overhead for shared office space;
9. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
10. Correct any known misunderstanding regarding its separate identity;
11. Maintain adequate capital in light of its contemplated business purposes;
12. Cause the Member to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Colorado limited liability company formalities;
13. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
14. Not require any obligations or securities of the Member; and
15. Observe all other limited liability formalities.

Failure of the Member to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

G. Fiduciary Duties of the Members

1. *Loyalty and Care.* Except to the extent otherwise provided herein, the Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Colorado.
2. *Competition with the Company.* The Member shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company. The Member shall refrain from competing with the Company in the conduct of the Company's business.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to any future Members. The Member shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company, but shall owe no such duties to Officers and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, the Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more other Members, in the event that the Company has multiple Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 - iii. In the event that the Company has multiple Members, a committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Distributions. Distributions shall be issued on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

- A. Tax Designation. The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation or a S-Corporation at any time.

VI. Dissolution.

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an

event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members, one or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Colorado shall have been canceled in the manner required by Colorado law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.
- G. Notice to Colorado Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Colorado and any other appropriate state or federal authorities or agencies as may be required by law.

VII. Exculpation and Indemnification.

- A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any

such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law.

IX. General Provisions.

- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Colorado (without regard to conflicts of law principles thereof).
- G. Application of Colorado Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Colorado law.
- H. Amendment. This Agreement may be amended only by written consent of the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Colorado law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of October 01, 2021.

By: 
Mauricio Olvera Resendiz

Date: 09/13/2021

ATTACHMENT A
Initial Contributions of the Member

The Initial Contributions of the Member of Super Kidz LLC are as follows:

Mauricio Olvera Resendiz
Contribution:
Cash: \$350,000.00

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1 day of May, 2021

BETWEEN:

Eagle Springs Crossing LLC of 1733 Railroad Ave, Rifle, CO, 81650
(the "Landlord")

- AND -

Mauricio Olvera Resendiz and Corporate Entity for Tenant
(the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1733 Railroad Ave Unit A Rifle, CO, 81650, as from time to time altered, expanded or reduced by the Landlord in its sole discretion.
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to

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be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means 1733 Railroad Ave Unit A , Rifle, CO, 81650. All equipment is being supplied as is, any repairs and maintenance shall be the responsibility of the Tenant. No removal or alteration shall be done without the written approval of the landlord.
- f. "Rent" means the total of Base Rent and Additional Rent.

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Leased Premises

2. The Landlord agrees to rent to the Tenant the unit described as 1733 Railroad Ave Unit A Rifle, CO, 81650, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):
Children's Party Venue with a play space and a restaurant for providing food for the permitted use. (shall not be used for Quinceaneras or Weddings without prior approval.

Term

3. The term of the Lease commences at 12:00 noon on June 1, 2021 and ends at 12:00 noon on May 30, 2026. Tenant shall have the option to renew lease for another 3 year period, Notice to Landlord must be given sixty days prior to the end of the lease. Rental rate for renewal term shall increase 15%.
4. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

5. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$7,000.00, per month, for the Premises (the "Base Rent). If Tenant pays by the first of the month, \$1,000.00 credit shall be allowed. First, Last and Month Security of \$18,000 (\$6,000 x 3) shall be paid to Landlord upon execution of lease.
6. The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord at Eagle Springs Crossing PO Box 351, Rifle, CO, 81650, or at such other place as the Landlord may later designate.
7. Tenant shall receive a concession of free rent for buildout through August 2021 and pay \$5,000 per month through October 2021.
This concession is to cover remodel. Thereafter, Section 5 shall apply. Upon termination of lease, the kitchen equipment installed by Tenant including sinks, refrigerator and stoves remain the property of the tenant and can be removed. All water, gas and electric lines must be capped per code.

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Operating Costs

8. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, Tenant will pay all metered utilities and 30% of remaining operating costs, including maintenance, taxes and management fee.
9. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

10. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installments throughout the application period with the monthly installments of Base Rent. With respect to any item of Additional rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out

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in the any such statement, exceeds the aggregate amount of the installments paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

11. When the contract is over after 5 years, and if the contract is not renewed, the Landlord agrees not to rent the space for the same concept as this contract.

Use and Occupation

12. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever.

The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

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16. The Landlord covenants that on paying the Rent and performing the covenants contained

in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises
for the agreed term.

If and whenever the Tenant is in default in payment of any money, whether hereby
deemed as rent, or any part of the rent, the Landlord may, without notice or

any form of legal process, enter upon the Premises and seize, remove and sell the
Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any
goods, chattels and equipment at any place to which the Tenant or any other person may
have removed them, in the same manner as if they had remained and been distrained
upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the
~~Tenant hereby~~ waives and renounces the benefit of any present or future statute or law
limiting or eliminating the Landlord's right of distress.

Overholding

17. If the Tenant continues to occupy the Premises without the written consent of the
Landlord after the expiration or other termination of the term, then, without any further
written agreement, the Tenant will be a month-to-month tenant at a minimum monthly
rental equal to twice the Base Rent and subject always to all of the other provisions of
this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy

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amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Additional Rights on Reentry

21. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

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- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period

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which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

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Tenant Improvements

23. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- c. removing or adding walls, or performing any structural alterations;
- d. Blank
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

Utilities and Other Costs

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24. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water and sewer.
25. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, drain cleaning, natural gas, telephone, Internet and cable, .
26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
27. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord. Amount of Insurance shall be advised by Landlord.
28. The Tenant will provide proof of such insurance to the Landlord upon request.
29. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

30. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease,

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be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

32. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

33. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

34. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
35. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
36. The Tenant will not engage in any illegal trade or activity on or about the Premises.

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37. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

38. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

39. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

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

General Provisions

41. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
42. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

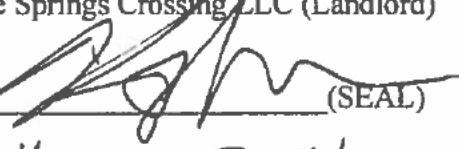
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43. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

44. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this _____ day of May, 2021

Eagle Springs Crossing LLC (Landlord)

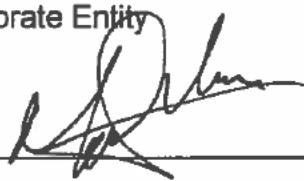
Per:  (SEAL)

Ken Sack

Mauricio Olvera Resendiz
(Tenant)

Per: 

Corporate Entity

By 

To whom it may concern

Here are the requirements you asked for so that we can get the Alcohol license for Super Kidz

Answering each of your questions.

SUPER KIDZ is a place for kids to enjoy a variety of bouncy houses, machine games, table games, area for small kids with a chance to purchase food and drinks as well.

Counting also with two party areas, in which the client can rent to celebrate birthday parties, the areas are not closed but they are divided from the rest of the clients.

In the building we will also count with a space for fast food in which we plan on selling beer following the next forms of control:

- In the entrance, the receptionist will place a bracelet of a certain color on whoever shows their ID and has the intent of consuming alcohol in their visit.

- Underage kids will have a different color of bracelet with our Super Kidz logo with the purpose of controlling that we have "day to day" kids (kids that show up to play only) or kids that are invites to a party (everyone that enters the premises will have a bracelet)

- "Day to day" is what we call the kids that show up just for the day to play in the premises

- We will count with two chaperones who's job will be to support for the kids areas and make sure no kid comes in or out with food and drinks.

- Each of the birthday parties will have one chaperon who will be in charge of carrying the food that they choose to buy, coordinate the drinks as well as any other necessity they might have.

- Alcohol will only be sold and served by one person only in the restaurant area, but they will be allowed to take the drink back to their birthday party, NOT to the playground area. If they wish to sit there will be tables and chairs in the restaurant area.

- We count with an area with pool tables and soccer tables in which alcohol and non alcoholic drinks and food will be allowed, this area will be restricted for kids starting at 9pm and this area also counts with a chaperone to coordinate any necessities and service.

- The service will count with

- Receptionist

- 2 Chaperones for the bouncy house area

- 1 Chaperone for each party

- 1 bartender / waiter (depending on the amount of work that day)

- A waiter in case of a busy day

- Chef

- Chef helper

If there are any questions please let me know, Thank you

Mauricio Olvera, Super Kidz



Agenda Item #9.b.

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 Conditional Use Permit CUP 2021-048 for an 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:

Patrick Waller, Planning Director

Attachments:

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

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



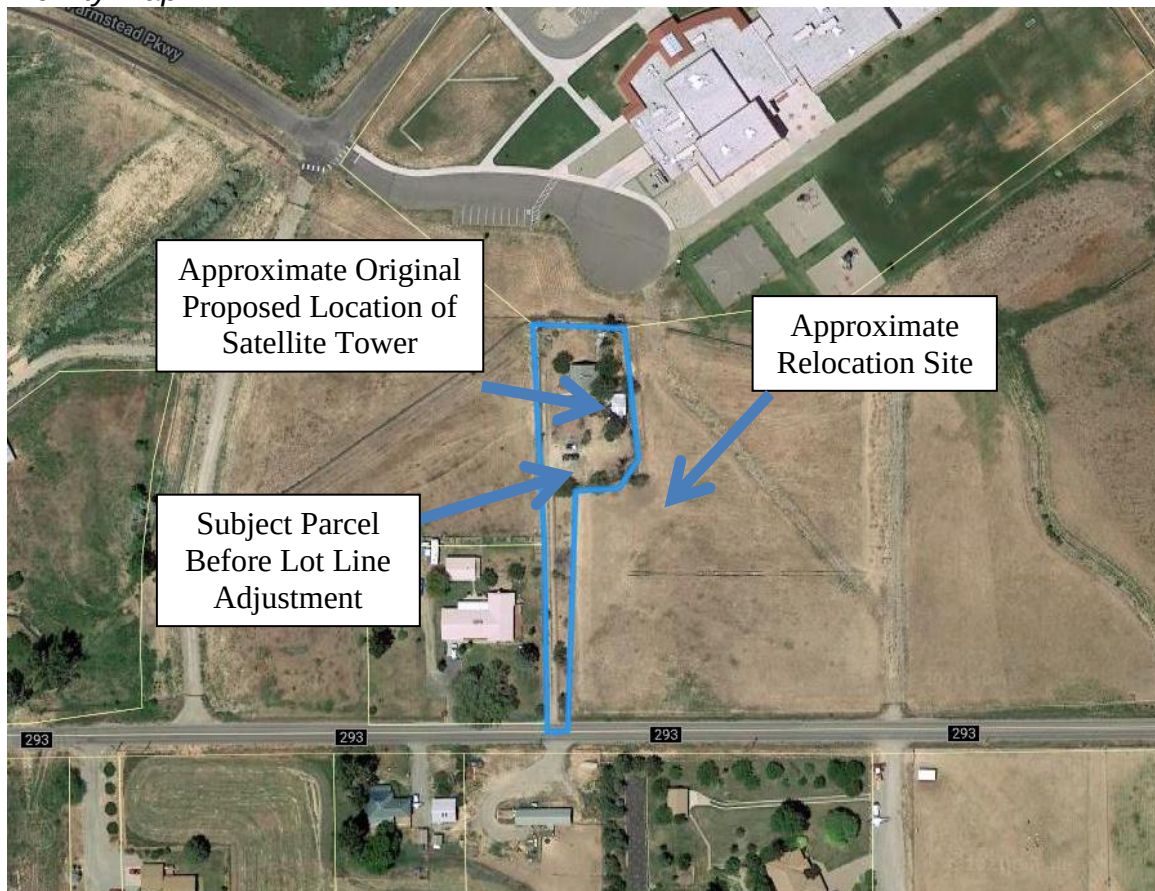
MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Patrick Waller, Planning Director
DATE: January 5th, 2022
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

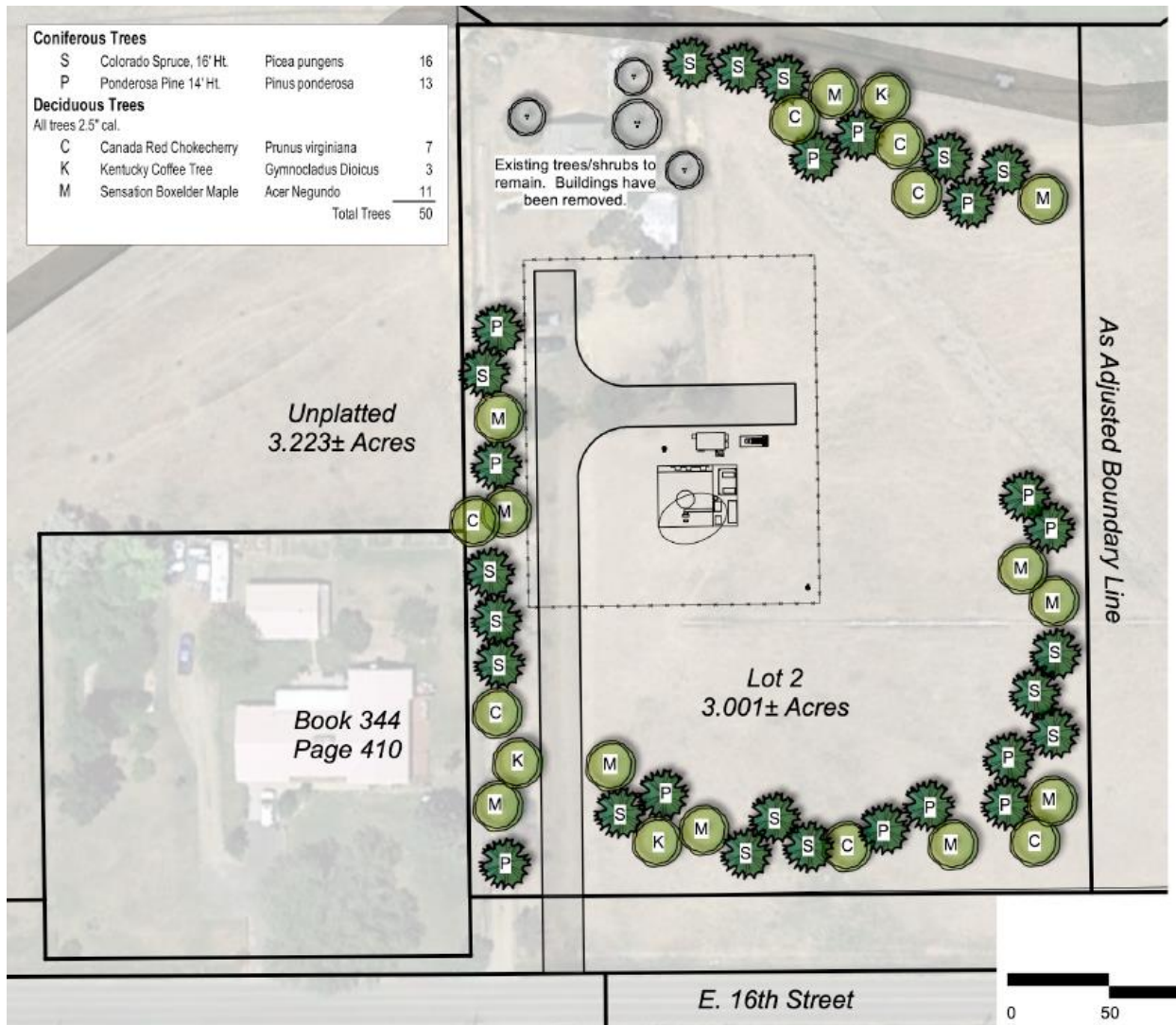
Phone: 970-665-6490



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

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Phone: 970-665-6490

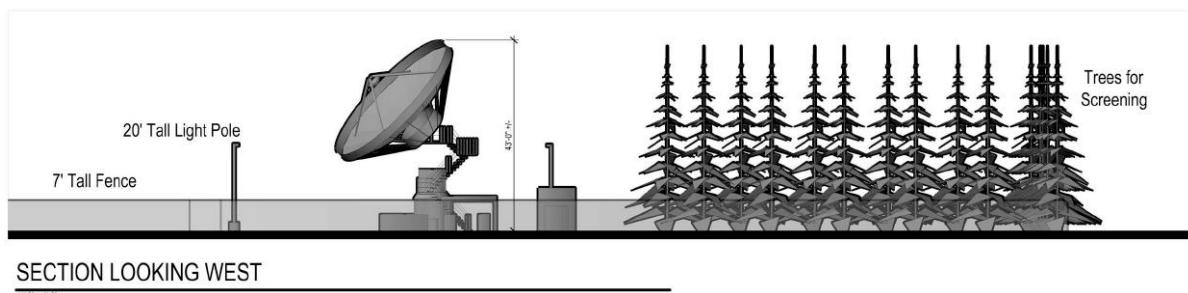


LAND USE:

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

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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

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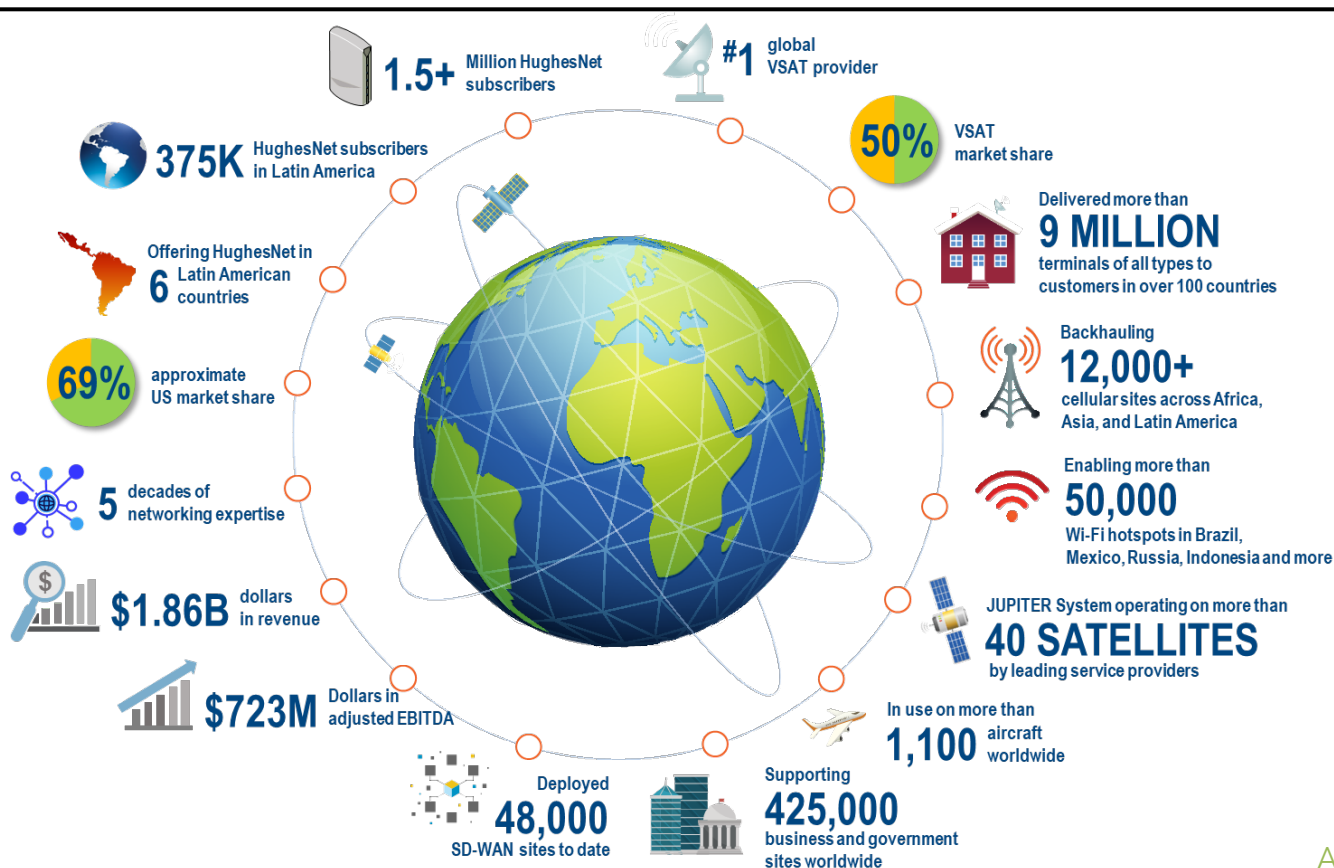


1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval, unless specifically altered by the City of Rifle City Council.
2. The operation of the facility shall be done in accordance with all applicable Federal, State, and local regulations 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.

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



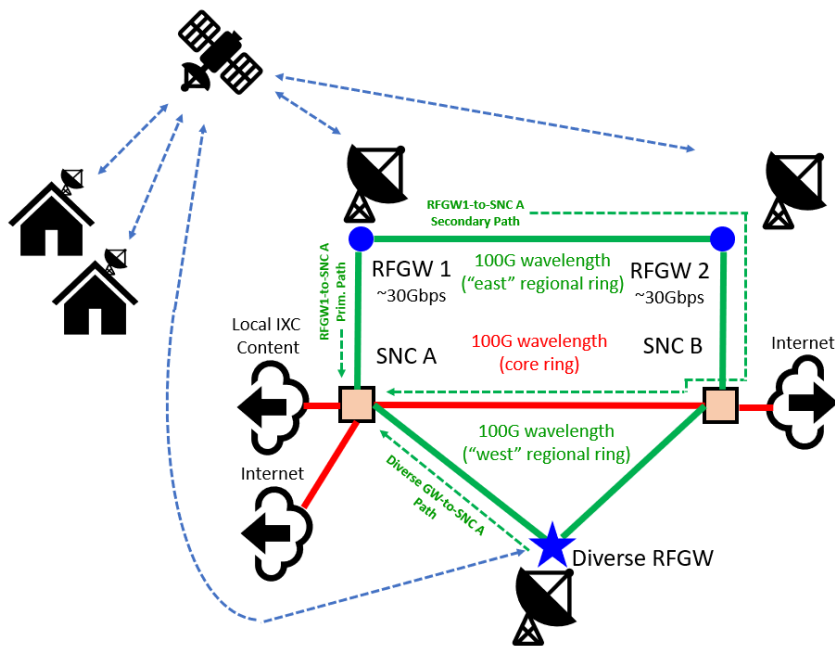
Proposed Use - Continued

- 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.

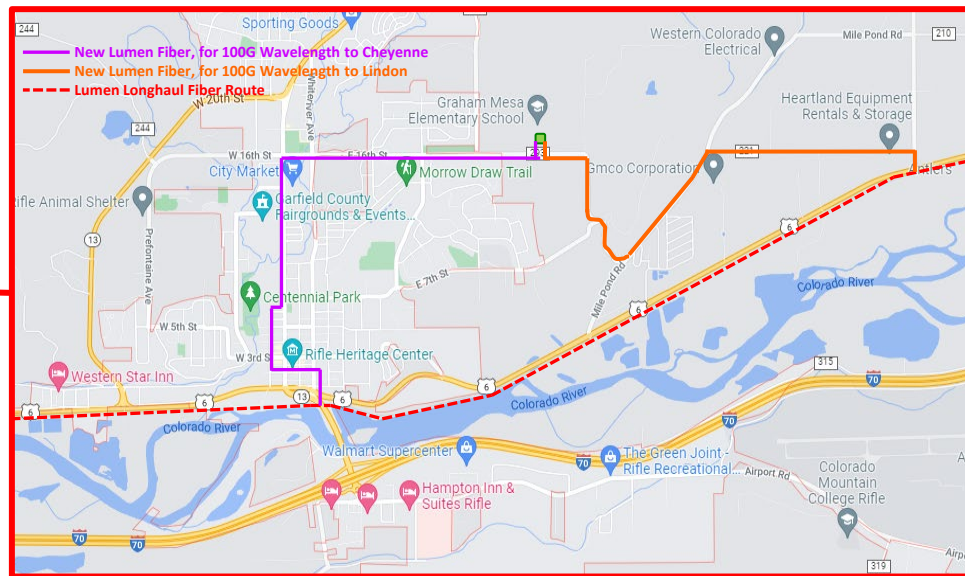
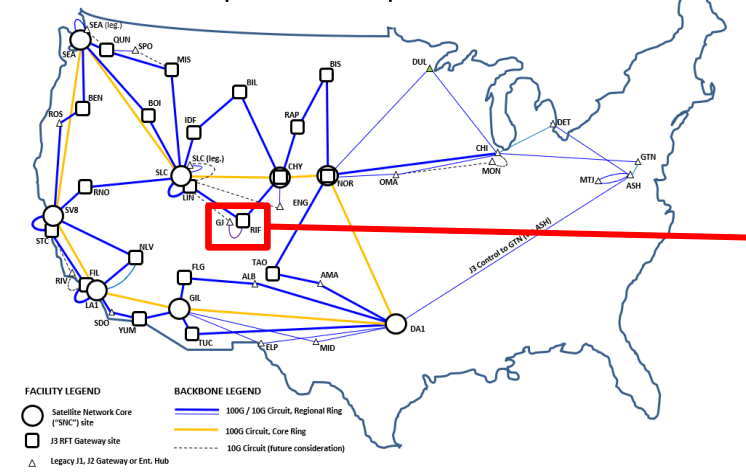
In the event of an outage on a given fiber path between RFGW1 and SNC A, traffic can failover to a secondary path in route to SNC A...

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



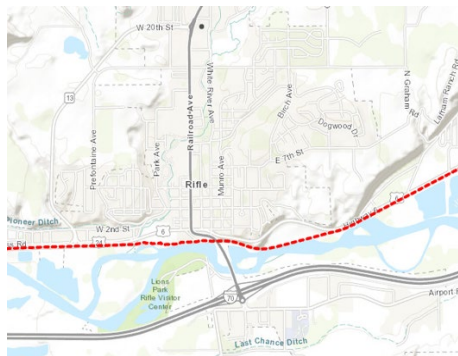
The Backbone design includes (1) Lumen 10G and (2) 100G Wavelengths, which will connect the Rifle gateway to other network nodes in Grand Junction, Cheyenne, and Salt Lake City. To deliver these services, Lumen would insert new ROADM add/drop networking equipment in its Rifle Inline Amplifier ("ILA") 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)

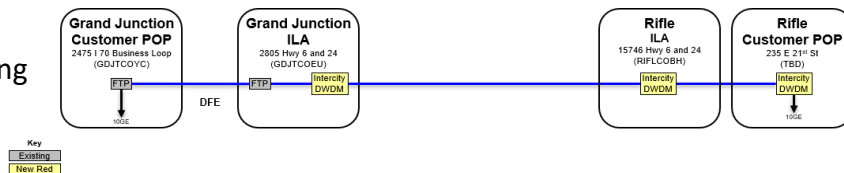
Currently the Lumen Network has Long Haul underground fiber running along Rte 6 north of the Colorado River through Rifle, CO between Grand Junction, CO and Salt Lake City, UT. This path goes through multiple repeater sites which do nothing more than regenerate the signal and pass it to the next ILA.

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

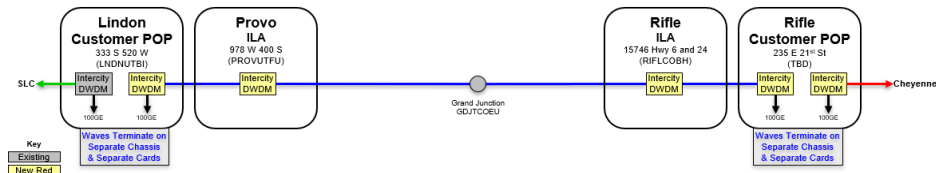
The Backbone project would insert “add/drop” hw into that network segment, allowing customers in Rifle to secure new high-capacity services with reduced local access charges.



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

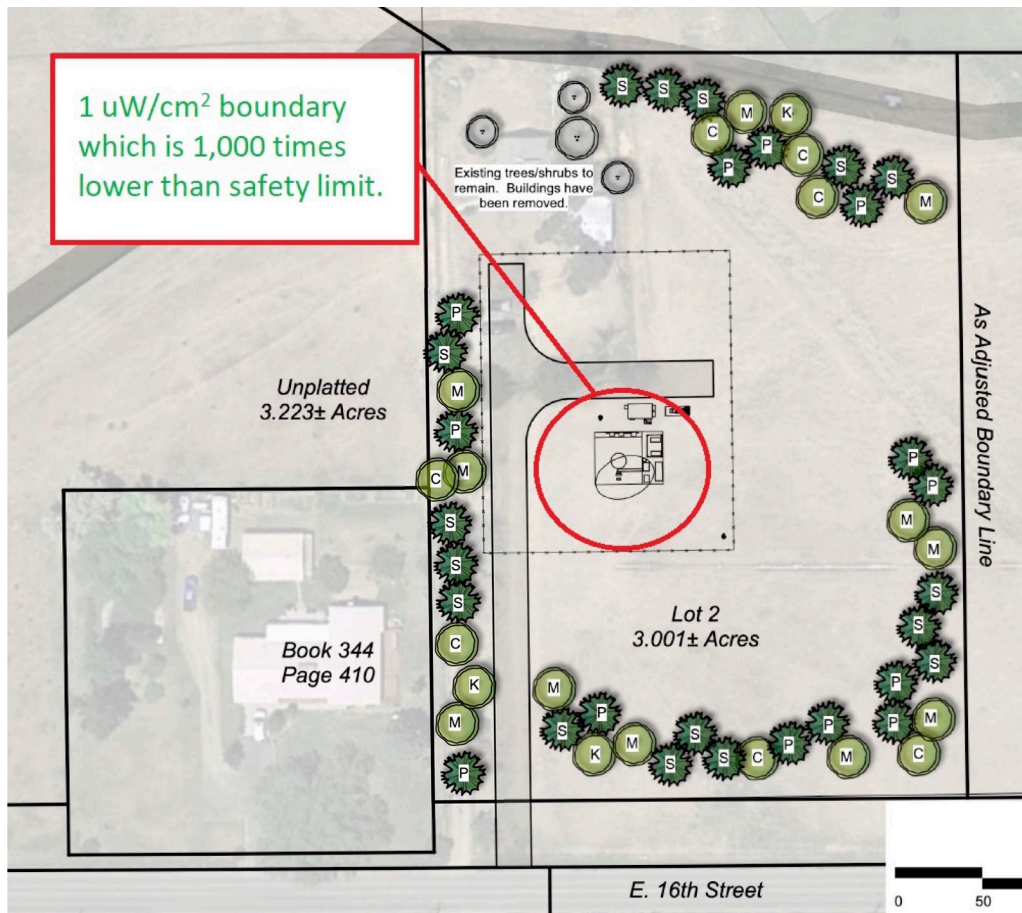
1560 E. 16th Street
Rifle, Colorado

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

39.9 dBA AT FRONT OF SCHOOL
767FT FROM GENERATOR

SCHOOL

44.8dBA AT CLOSEST EDGE OF SCHOOL
438FT FROM GENERATOR

70.4 dBA AT 23FT
FROM GENERATOR

57.6 dBA AT 100FT
FROM GENERATOR

53.6 dBA AT PROPERTY LINE
160FT FROM GENERATOR.

51 dBA AT NEIGHBORS
HOUSE 215FT
FROM GENERATOR.

NEW GENERATOR

NEIGHBORS HOUSE

NEW PERIMETER FENCE

NEW 20 WIDE TRUCK
ACCESS ROAD

E 16TH STREET



1 SOUND DISSIPATION FROM GENERATOR

1dBA = 1'0"



















Neighborhood Outreach

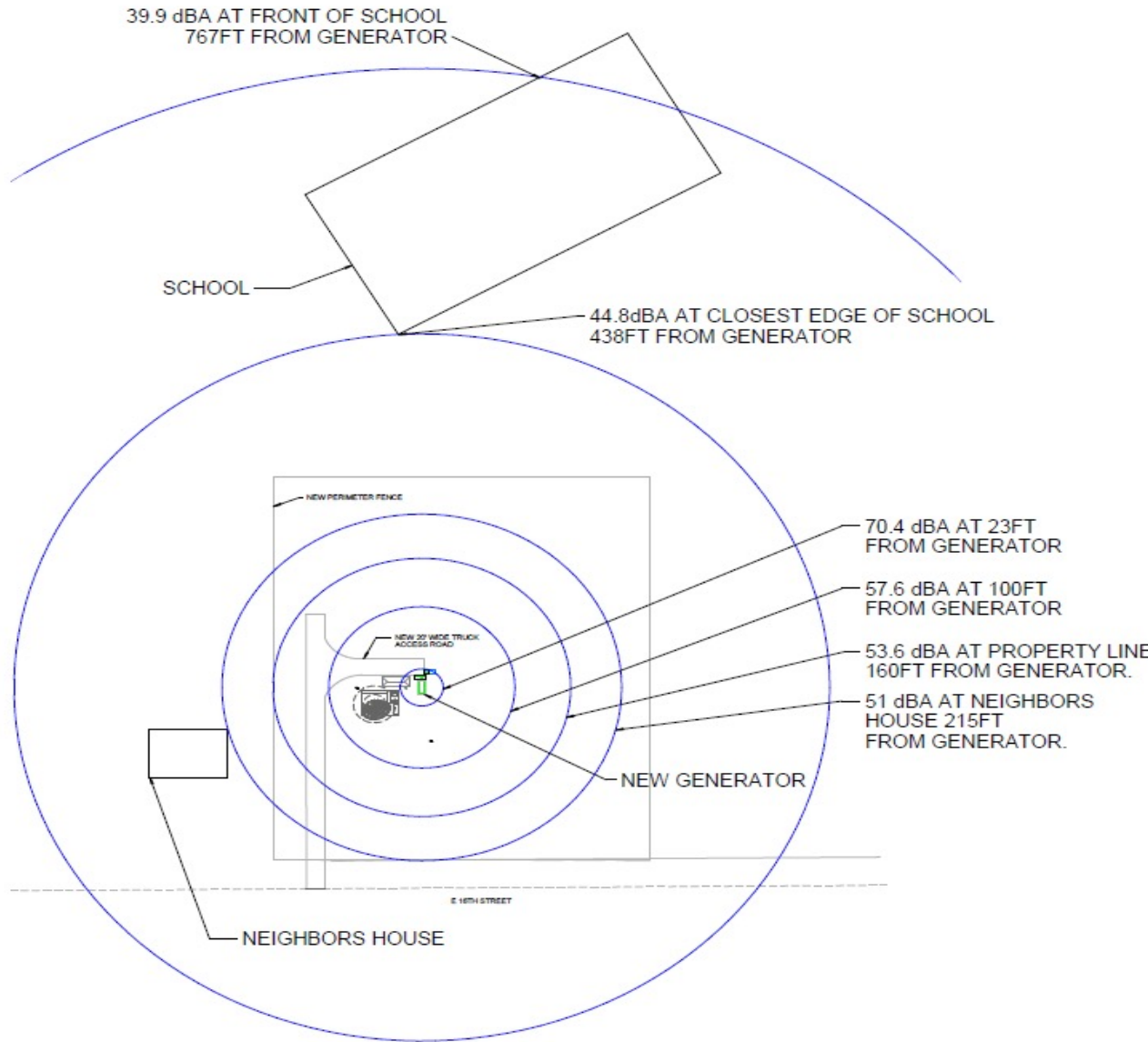
- Applicant representative has reached out to Brian Sprenger, the Principal at Graham Mesa Elementary School, and Garfield Re-2 School District Superintendent Heather Grumley.
- The Principal who lives in the area was supportive of the project and welcomes potential future student educational opportunities.
- 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)

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	0	
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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
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 6. The Conditional Use Permit shall become null and void if the operation is discontinued for 12 consecutive months

Coniferous Trees

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Book 344
Page 410

Lot 2
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E. 16th Street

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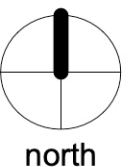
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- 10% Idaho Fescue
- 5% Indian Ricegrass
- 5% Sideoats Grama
- 5% Bluebunch Wheatgrass



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.



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 MONTGOMERY
State of MARYLAND

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

By Montgomery County, Maryland
Contact name printed Charmaine Lucenales Castro
Witness My Commission expires 2/18/2025

Notary Public
My Commission expires 2/18/2025

James G. Muir, III
Contact Name (printed)
Jim.muir@hughes.com
Email
301-428-2843
Fax

SS

Office Use Only

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

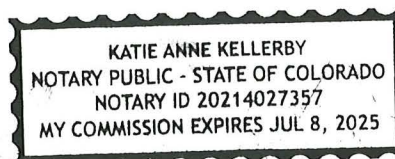
State of Colorado)

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 CO Arapahoe)

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.

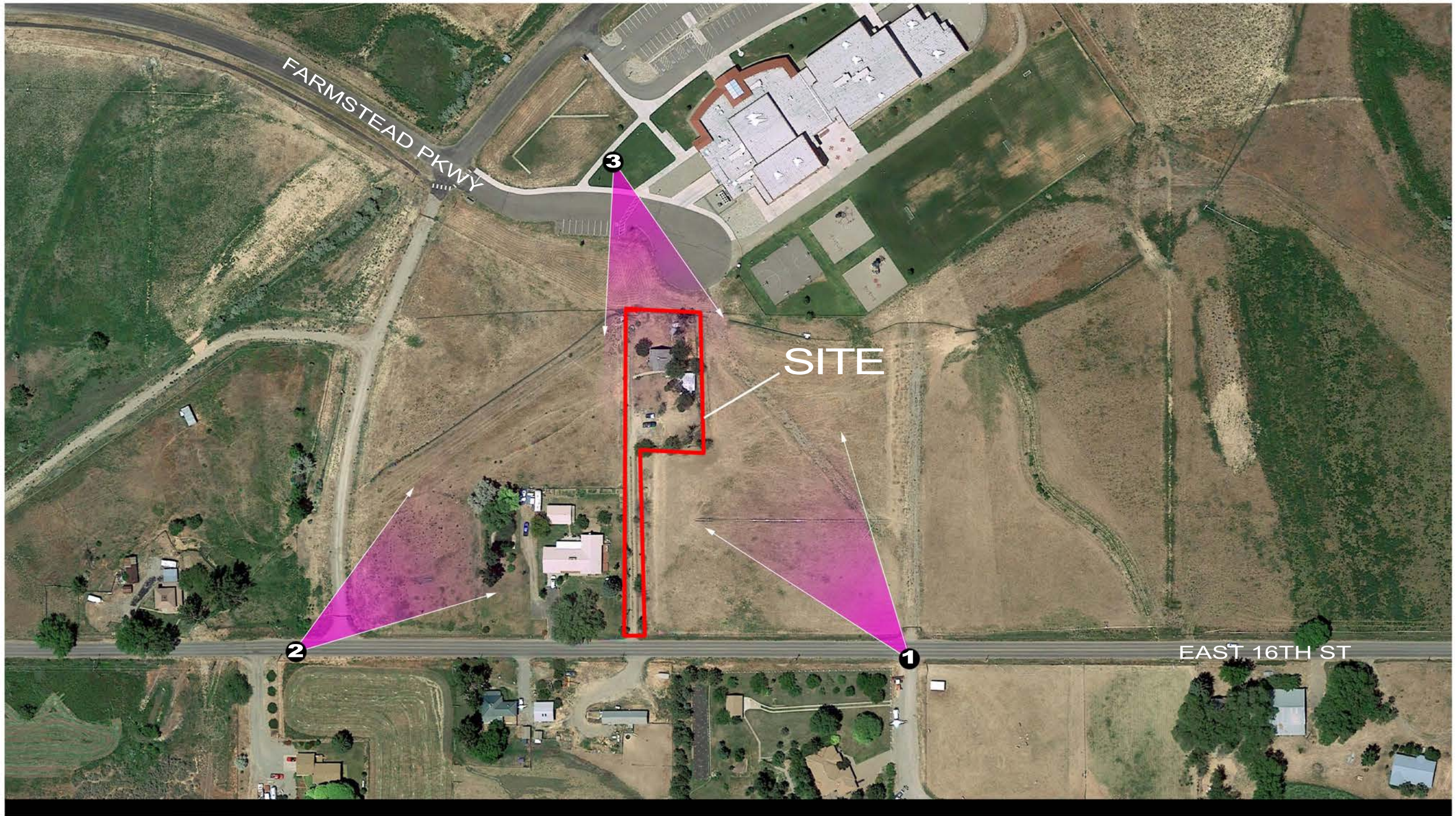
Hughes Network Systems, LLC Context Map





EXISTING VIEW







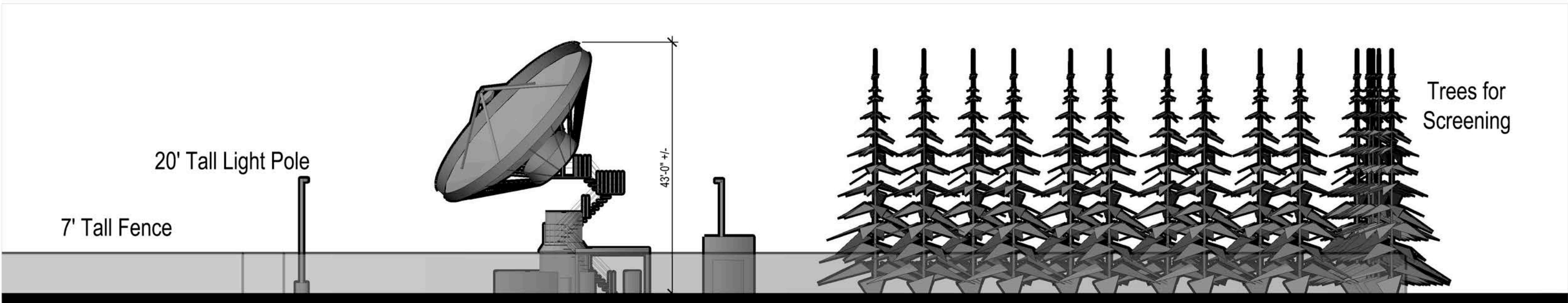






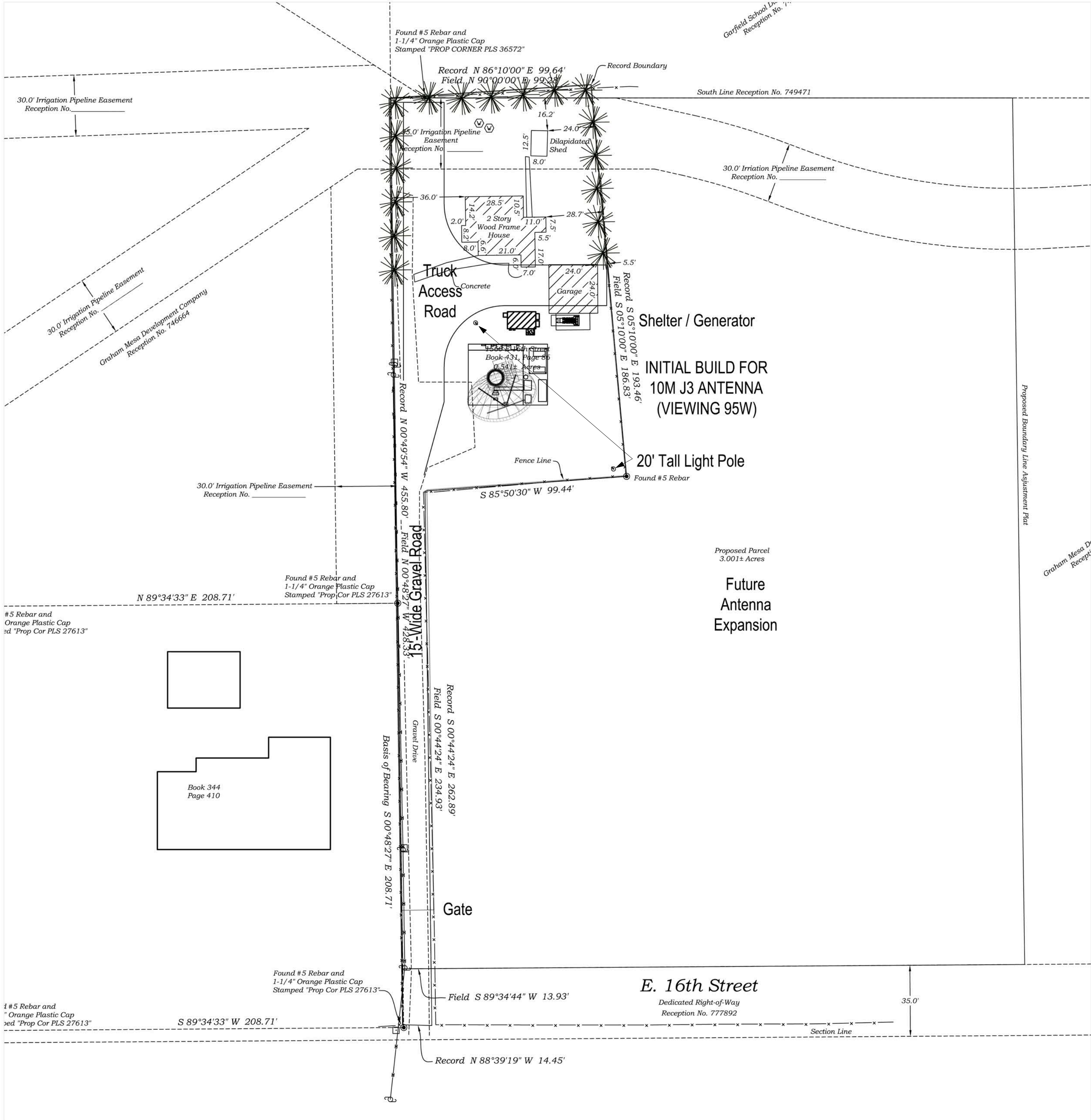






SECTION LOOKING WEST

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
NETWORK SYSTEMS

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:	

DESIGN CRITERIA

- GOVERNING BUILDING CODE: IBC 2018
- STRUCTURAL LOADS PER ASCE 7-16 AND SITE-SPECIFIC WIND/SEISMIC PARAMETERS
- SEISMIC LOADS (DO NOT CONTROL FOUNDATION DESIGN OVER WIND LOADS)
 - SEISMIC DESIGN CATEGORY = C, SITE SOIL CLASS = D
 - RISK CATEGORY = III, EARTHQUAKE IMPORTANCE FACTOR, $I_e = 1.25$
 - MAPPED SPECTRAL RESPONSE ACCELERATIONS, $S_s = 0.329$, $S_1 = 0.076$
 - DESIGN SPECTRAL RESPONSE COEFFICIENTS, $SD_s = 0.337$, $SD_1 = 0.121$
 - RESPONSE MODIFICATION FACTOR, $R = 1.5$
 - SEISMIC RESPONSE COEFFICIENT, $C_s = 0.15$
- WIND LOADS (CONTROLS FOUNDATION DESIGN OVER SEISMIC LOADS)
 - RISK CATEGORY III, EXPOSURE CATEGORY 'C'
 - BASIC ULTIMATE WIND SPEED, $V_{ult} = 110$ MPH
 - BASIC NOMINAL WIND SPEED, $V_{asd} = 85$ MPH
- RAIN LOAD INTENSITY, $i = 2.25$ IN/HR (DOES NOT CONTROL FOUNDATION DESIGN)

GENERAL NOTES

SECTION 1 – GENERAL REQUIREMENTS

1.1 THESE NOTES SERVE AS THE PROJECT SPECIFICATIONS.

1.2 UNDERGROUND UTILITIES: LOCATE EXISTING UTILITIES, AND NOTIFY ENGINEER OF EXISTING UTILITIES OR SUBGRADE CONDITIONS WHICH INTERFERE WITH WORK.

1.3 SUBMITTALS AND SUBSTITUTIONS:

- SUBMIT THE FOLLOWING FOR REVIEW:
 - CONCRETE MIX DESIGNS (PER ACI-301)
 - ANTENNA FOUNDATION REINFORCING SHOP DRAWINGS.
- ENGINEER'S APPROVAL SHALL BE SECURED FOR ALL SUBSTITUTIONS.
- NONCONFORMANCE: NOTIFY ENGINEER OF CONDITIONS NOT CONSTRUCTED PER THE CONTRACT DOCUMENTS PRIOR TO PROCEEDING WITH CORRECTIVE WORK. SUBMIT PROPOSED REPAIR TO THE ENGINEER FOR ACCEPTANCE. CONTRACTOR SHALL COMPENSATE MARTIN/MARTIN, INC. FOR DESIGNING THE REPAIR.

1.4 COORDINATION:

A. STRUCTURAL DRAWINGS ARE NOT STAND-ALONE DOCUMENTS AND ARE INTENDED TO BE USED IN CONJUNCTION WITH CIVIL, ELECTRICAL, AND DRAWINGS FROM OTHER DISCIPLINES. THE CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS INTO SHOP DRAWINGS AND WORK.

1.5 STATEMENT OF SPECIAL INSPECTION:

IN ACCORDANCE WITH IBC 2018-SECTION 1705, THE OWNER SHALL EMPLOY A REGISTERED SPECIAL INSPECTOR TO COMPLETE THE FOLLOWING VERIFICATIONS AND SPECIAL INSPECTIONS. DURATIONS OF THE REQUIRED VERIFICATIONS AND SPECIAL INSPECTIONS ARE TO BE COMPLETED ON A PERIODIC OR CONTINUOUS BASIS AS DEFINED BY THE APPLICABLE IBC TABLE CITED BELOW.

SOILS: TABLE 1705.6, ITEMS 1 THRU 5. CONCRETE: TABLE 1705.3, ITEMS 1, 3 AND 6.

SECTION 2 – FOUNDATIONS

2.1 DESIGN CRITERIA:

- THE GEOTECHNICAL REPORT PREPARED BY XXXX NUMBER XXXX, DATED 0XX/XDX/2021 PROVIDED CRITERIA FOR THE FOUNDATION DESIGN FOR THE PROJECT.
- FOOTINGS:
 - SOIL BEARING PRESSURE: XXXX PSF.
 - ANTENNA FOUNDATION LATERAL LOADS ARE RESISTED BY A COMBINATION OF FRICTIONAL RESISTANCE AND PASSIVE EARTH PRESSURE USING AN ULTIMATE COEFFICIENT OF BASE FRICTION OF 0.XX AND AN ULTIMATE EQUIVALENT PASSIVE PRESSURE OF XXX PSF/FT, RESPECTIVELY.

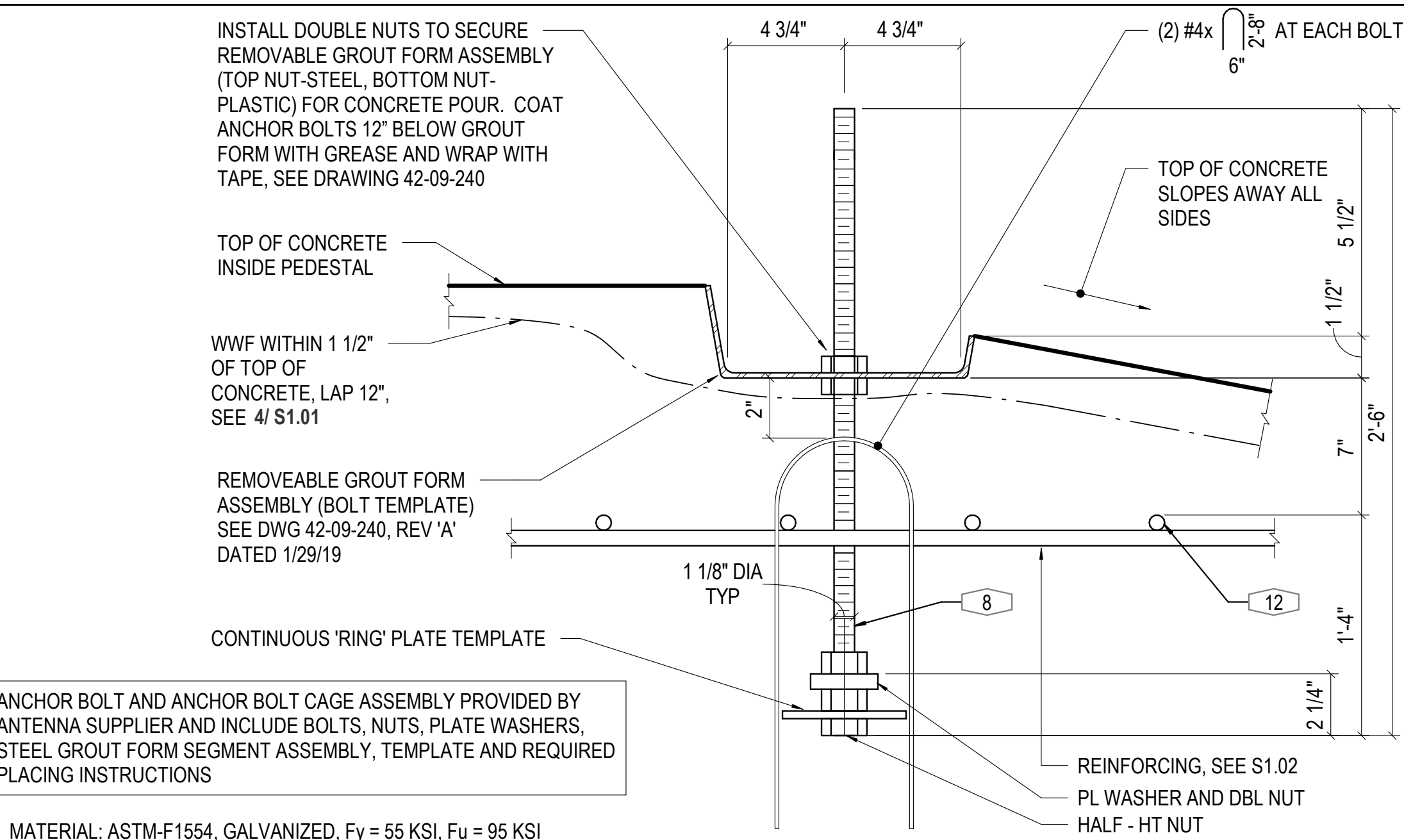
SECTION 3 – STRUCTURAL CONCRETE

3.1 ALL WORK SHALL CONFORM WITH ACI 301.

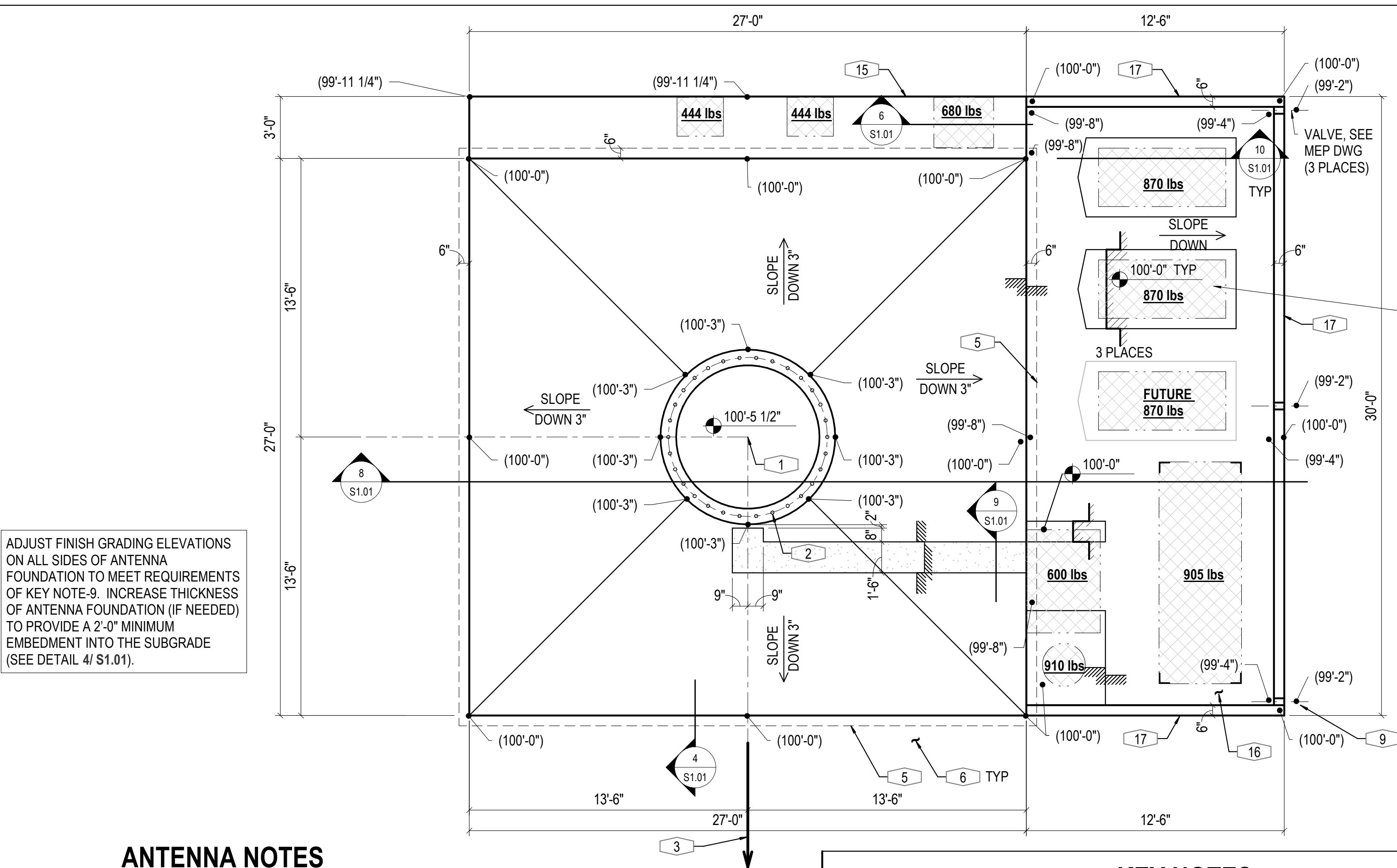
3.2 REINFORCING:

- REINFORCING: ASTM A615, GRADE 60.
- SPLICES: NO SPLICING OF REINFORCEMENT PERMITTED EXCEPT AS NOTED ON DRAWINGS.

3.3 ANTENNA FOUNDATION CONCRETE: PROVIDE 4000 PSI 28-DAY STRENGTH, 517 LBS/CY MINIMUM CEMENTITIOUS CONTENT (TYPE I/II CEMENT,) MAXIMUM W/C RATIO = 0.45, 6% AIR ENTRAINMENT AND PLACED WITH A 4" MAXIMUM SLUMP. (LEAN CONCRETE MAT: 750 PSI 28-DAY STRENGTH)



12 NO SCALE TYP 10m ANTENNA ANCHOR BOLTS



ADJUST FINISH GRADING ELEVATIONS ON ALL SIDES OF ANTENNA FOUNDATION TO MEET REQUIREMENTS OF KEY NOTE-9. INCREASE THICKNESS OF ANTENNA FOUNDATION (IF NEEDED) TO PROVIDE A 2'-0" MINIMUM EMBEDMENT INTO THE SUBGRADE (SEE DETAIL 4/ S1.01).

ANTENNA NOTES

- ANTENNA FOUNDATION REINFORCING SHALL BE ACCURATELY WIRED TOGETHER IN FORMS SO AS TO BE SECURELY HELD IN PLACE AND NOT DISPLACE THE ANCHOR BOLTS OR EMBED PLATES FROM THEIR REQUIRED POSITION.
- ANTENNA ANCHOR BOLTS (BY ANTENNA SUPPLIER) SHALL BE PLUMB AND LOCATED WITHIN 1/8" OF TRUE POSITION AND SHALL BE CONFIRMED BY HUGHES NETWORK SYSTEMS PRIOR TO ANTENNA PLACEMENT AND DOCUMENTED AT TIME OF CONSTRUCTION.
- ADDITIONAL REQUIREMENTS:
 - ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BY VIBRATION DURING PLACEMENT WITH CARE TAKEN NOT TO DISTURB ALIGNMENT OF ANCHOR BOLTS OR EMBED PLATES.
 - CONCRETE MUST CURE FOR AT LEAST 14 DAYS PRIOR TO SETTING ANTENNA OR TIGHTENING THE ANCHOR BOLTS.
- ANTENNA FOUNDATION IS DESIGNED IN ACCORDANCE WITH LOADING REQUIREMENTS SET FORTH IN DRAWINGS PREPARED BY SED/MINEX, DOCUMENT 42-09-011 REVISION B1, DATED 4/11/19.

8 1/4" = 1'-0" 10m FOUNDATION PLAN

MAXIMUM TOTAL SHEAR IN ANY DIRECTION.
 $V = 54$ KIPS (142 MPH SERVICE LEVEL WIND SPEED, OWNER VOLUNTARY UPGRADE)

MAXIMUM TOTAL ANTENNA WEIGHT,
 $W = 33$ KIPS (SERVICE LEVEL DEAD LOAD)

MAXIMUM OVERTURNING MOMENT IN ANY DIRECTION,
 $M = 1,258$ KIP-FT (142 MPH SERVICE LEVEL WIND SPEED, OWNER VOLUNTARY UPGRADE)

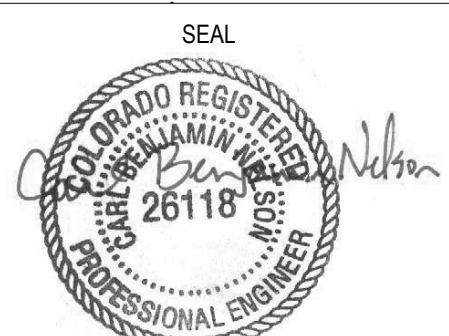
NOTES:

- CRITICAL LOAD CASE FOR FOUNDATION DESIGN IS BASED ON WIND LOADS (142mph, EXPOSURE 'C'). SEISMIC LOADS DO NOT GOVERN.
- ANTENNA DESIGN LOADS ARE SERVICE-LEVEL UNFACTORED LOADS AND ARE CALCULATED BASED ON THE ANTENNA REFLECTOR IN THE UN-STOWED POSITION.

6 NO SCALE 10m ANTENNA FOUNDATION DESIGN LOADS

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.



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™

JULY 09, 2021
JULY 10, 2021

HNS REVIEW
PERMIT DWGS

● RELEASED FOR CONSTRUCTION
○ NOT RELEASED FOR CONSTRUCTION

10m ANTENNA
FOUNDATION

DRAWN BY:
DAN EAGAN

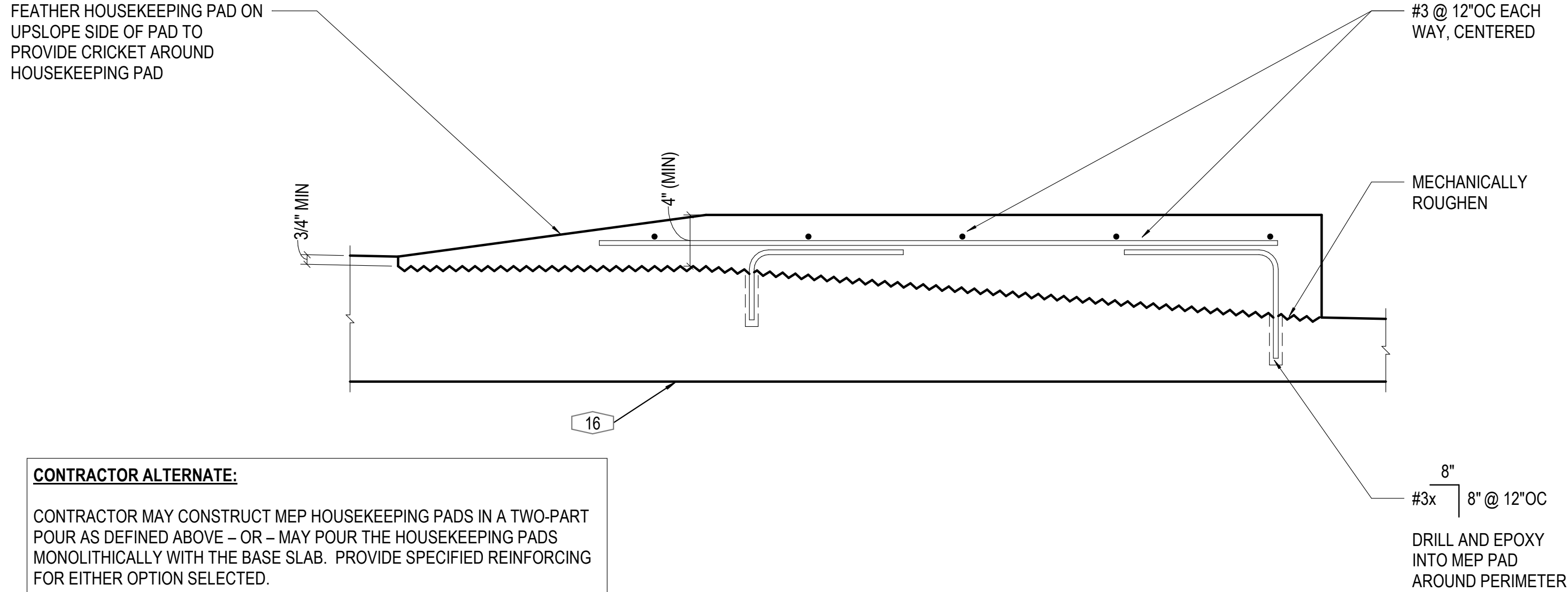
CHECKED BY:
BEN NELSON

PROJECT NUMBER:
MARTIN/MARTIN 21.0809.S.01

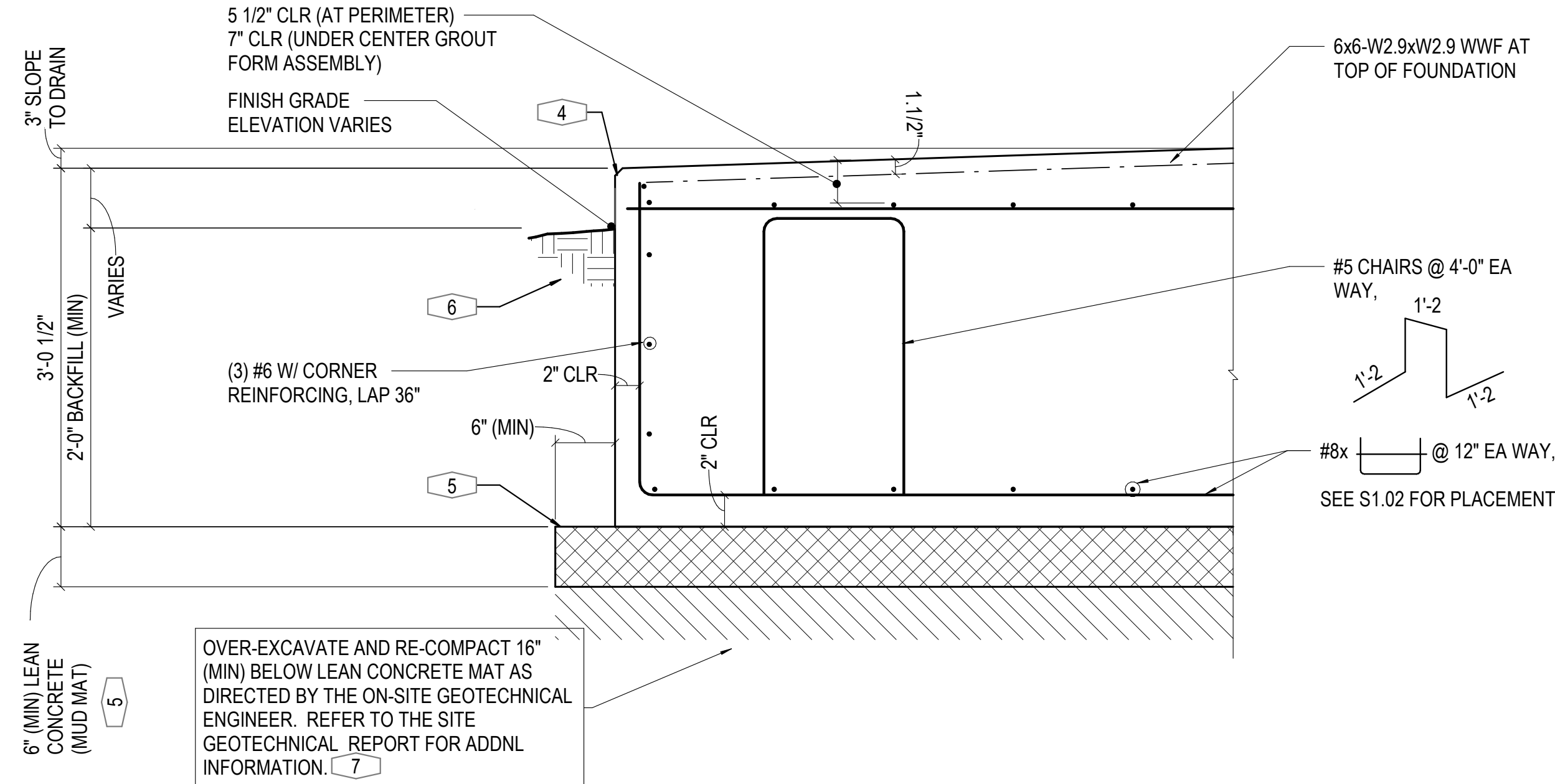
ISSUE DATE:
JULY 10, 2021 PERMIT DWGS

SHEET NUMBER:

S1.00



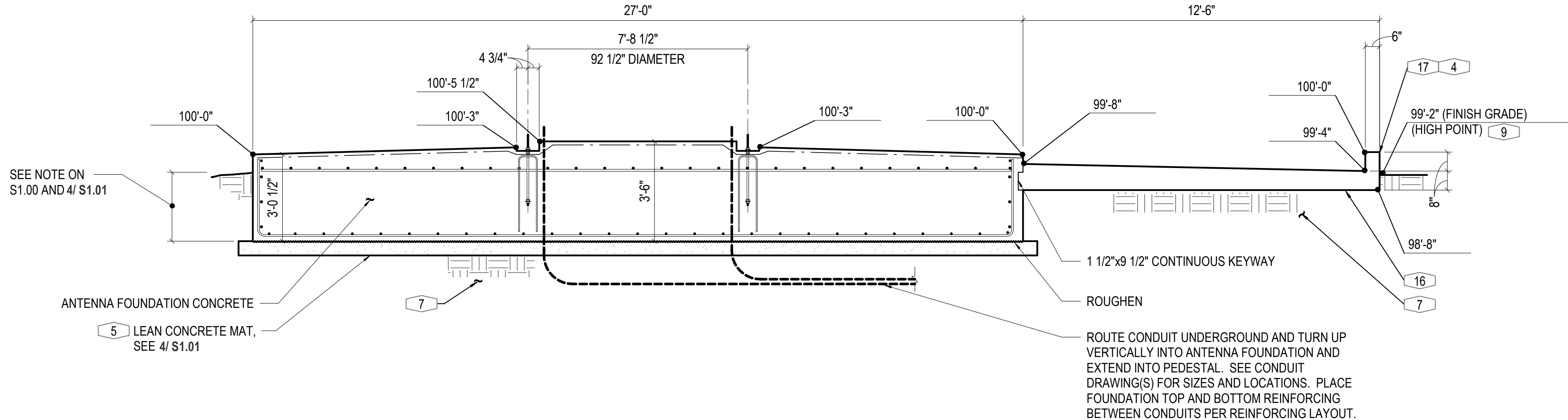
10 1 1/2" = 1'-0" MEP HOUSEKEEPING PAD DETAIL



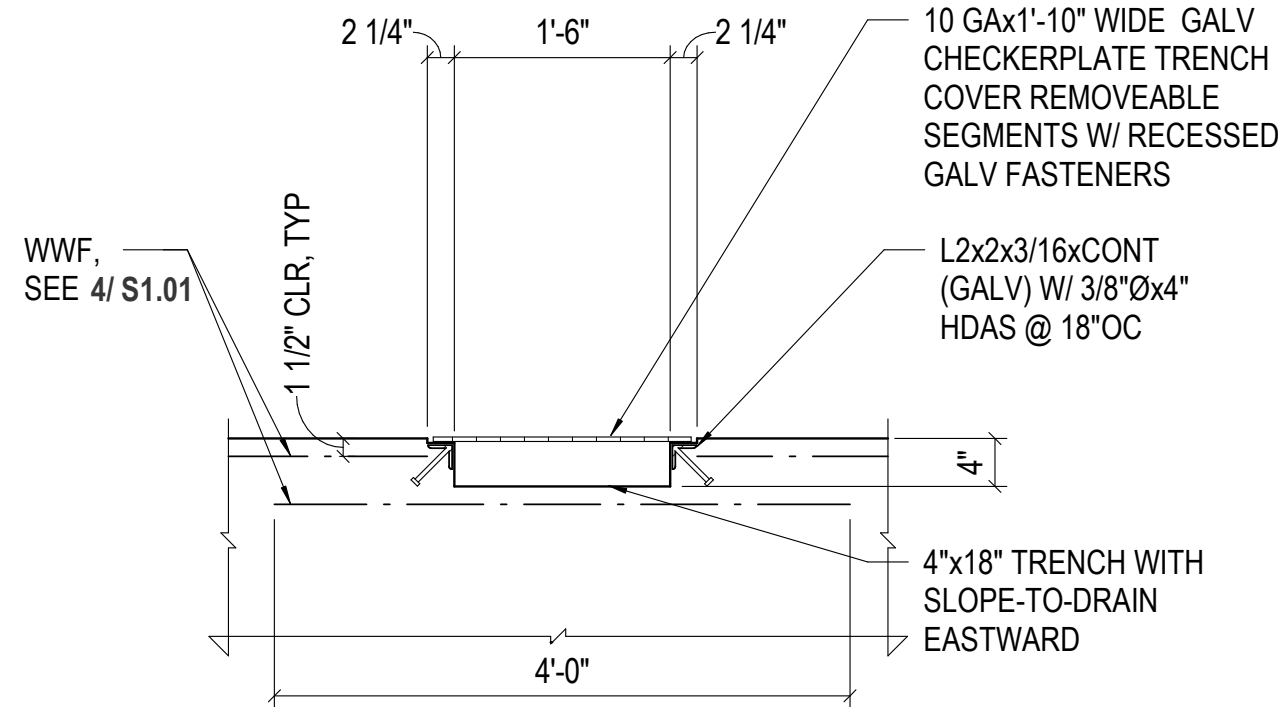
4 NO SCALE TYP 10m ANTENNA FOUNDATION PAD SECTION

KEY NOTES

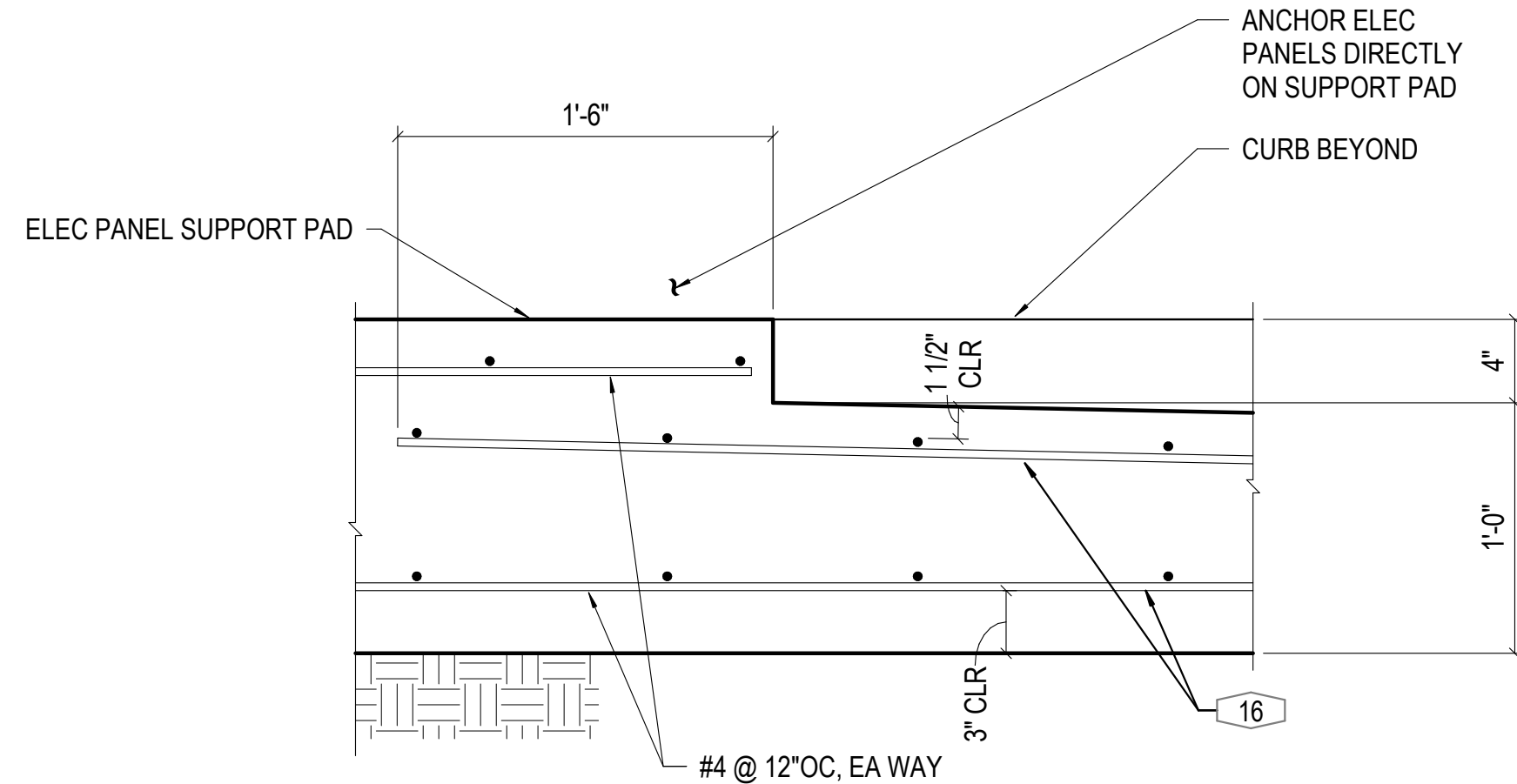
- CENTERLINE BOLT GROUP ALIGNS WITH CENTERLINE OF ANTENNA FOUNDATION.
- (30) EQUALLY SPACED ANCHOR BOLTS AND TEMPLATE, RE: DTL
- VERIFY ANTENNA CENTERLINE HEADING WITH OWNER PRIOR TO FORMING ANTENNA FOUNDATION.
- 3/4" CHAMFER.
- LEAN CONCRETE MAT, RE: 4/ S1.01
- BACKFILL FOUNDATION ON ALL SIDES & COMPACT 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.
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- ANTENNA CONDUITS SHOWN PROJECTING FROM TOP OF ANTENNA FOUNDATION. SEE CONDUIT LAYOUT DRAWING PROVIDED BY ANTENNA SUPPLIER, "HUGHES JUPITER 3 RFGW GD, 134253(3)"
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- (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

HUGHES
NETWORK SYSTEMS
J3 ANTENNA

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

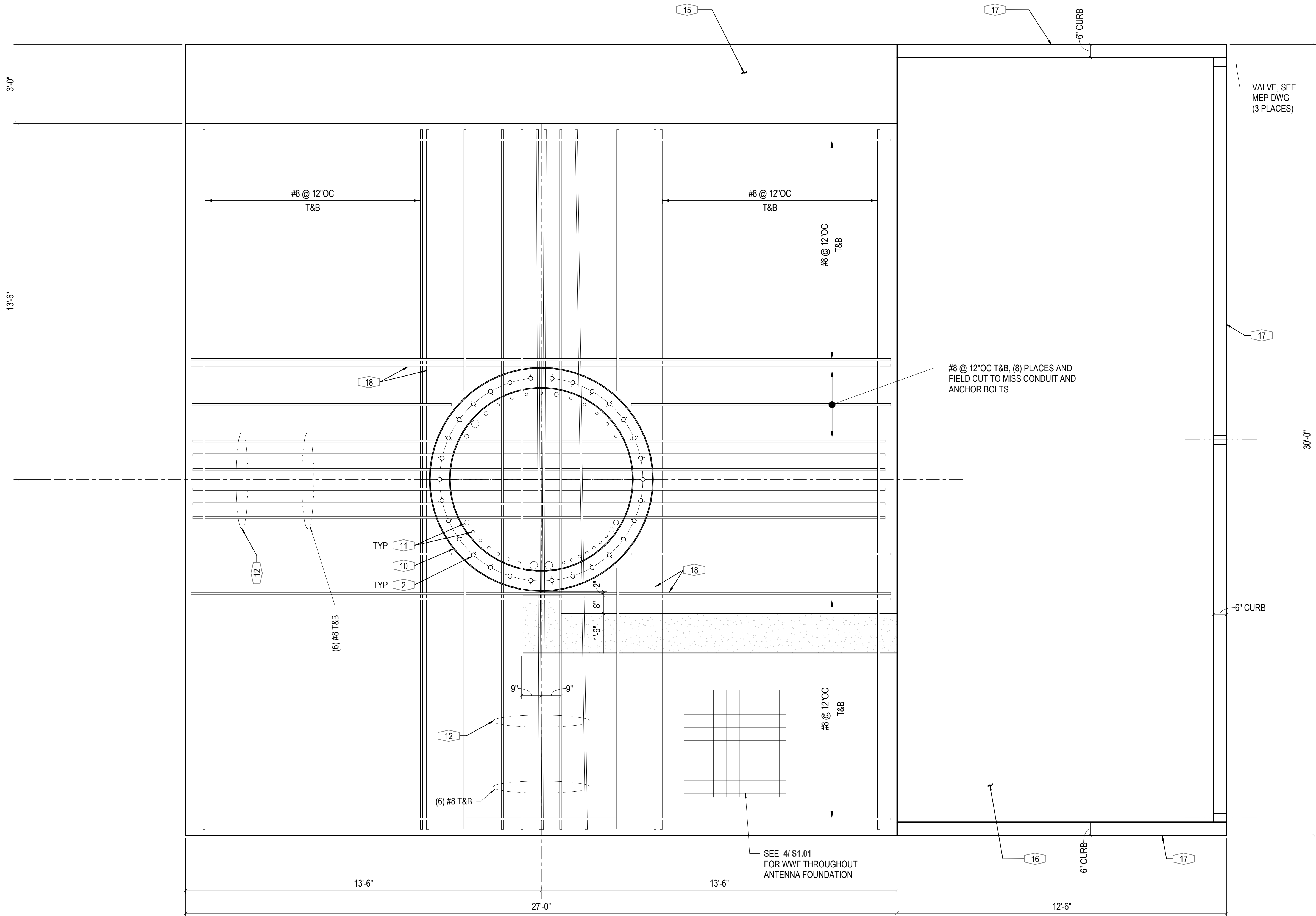
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10m ANTENNA FOUNDATION PLAN REINFORCING PLAN

1/2" = 1'-0"

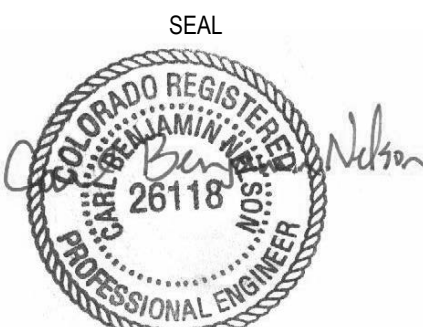
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JULY 09, 2021
JULY 10, 2021

HNS REVIEW
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10m FOUNDATION REINFORCING PLAN

DRAWN BY:
DAN EAGAN

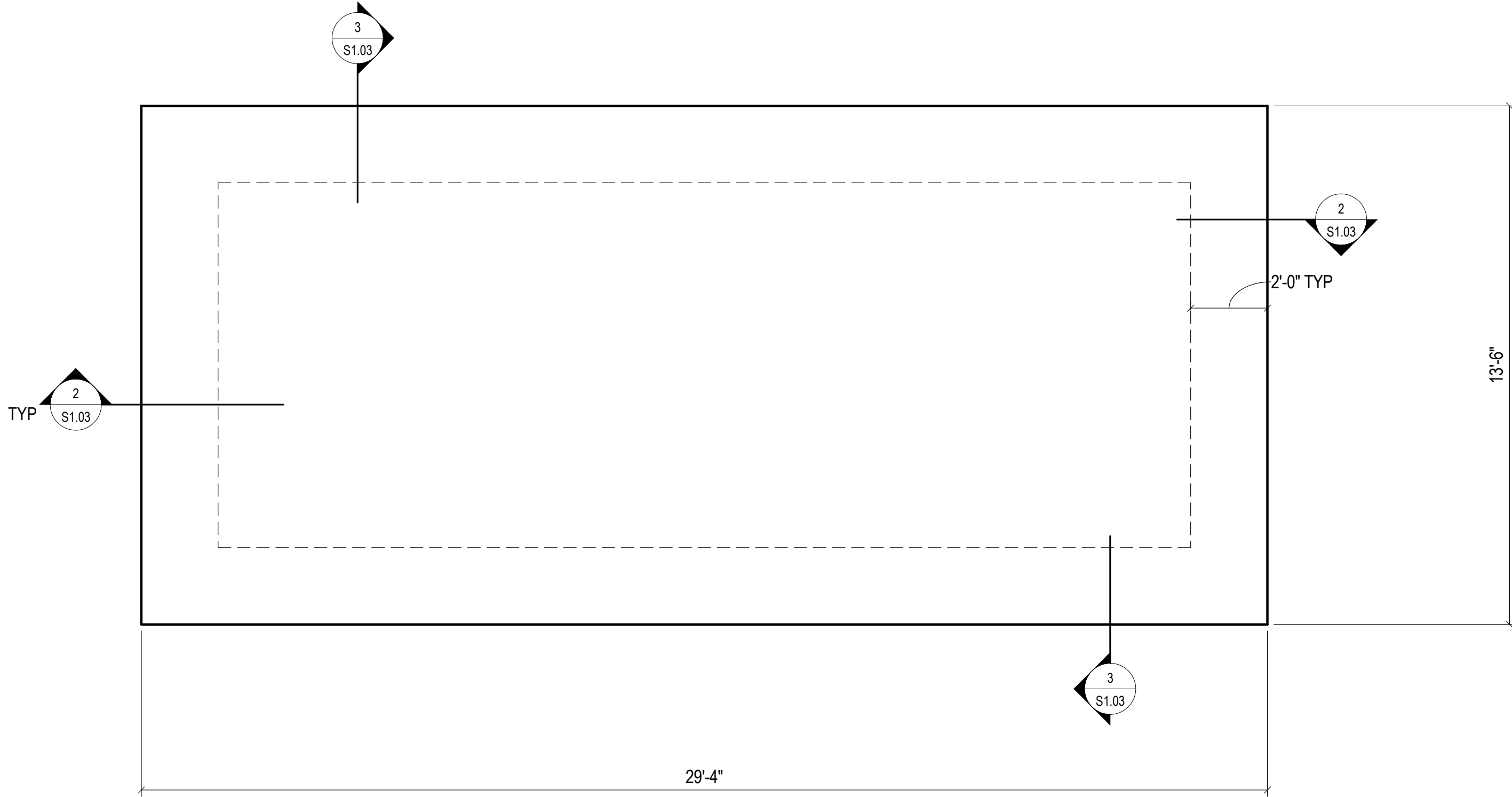
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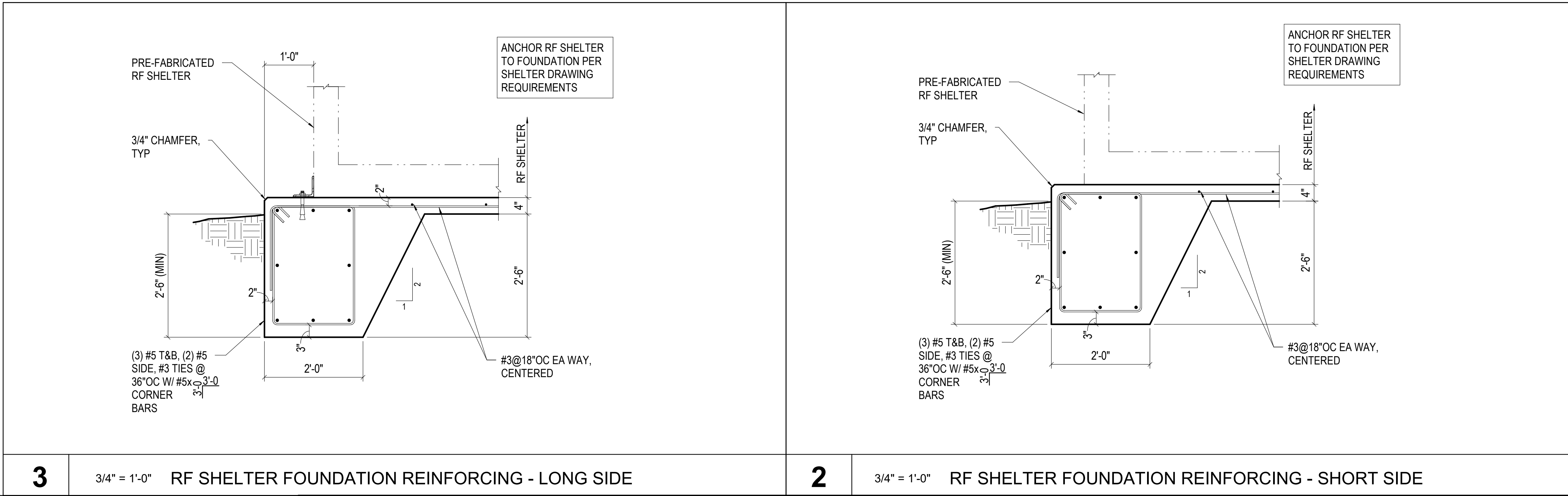
S1.02



RF SHELTER FOUNDATION PLAN

3/8" = 1'-0"

- NOTES:
1. SEE CIVIL SITE PLAN FOR RF SHELTER LOCATION AND FINISH GRADING TO DRAIN AWAY FROM THE SHELTER FOUNDATION.
 2. CONFIRM SHELTER FOUNDATION OUTSIDE DIMENSIONS WITH RF SHELTER DRAWINGS.
 3. ANCHOR THE RF SHELTER TO THE CONCRETE FOUNDATION AS DEFINED BY THE RF SHELTER DRAWINGS.



07/10/2021

FOUNDATION ENGINEER



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NETWORK SYSTEMS
J3 ANTENNA

1560 E. 16TH ST
RIFLE, CO 81650

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RF SHELTER FOUNDATION

DRAWN BY: DAN EAGAN
CHECKED BY: BEN NELSON

PROJECT NUMBER:
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S1.03

Notes

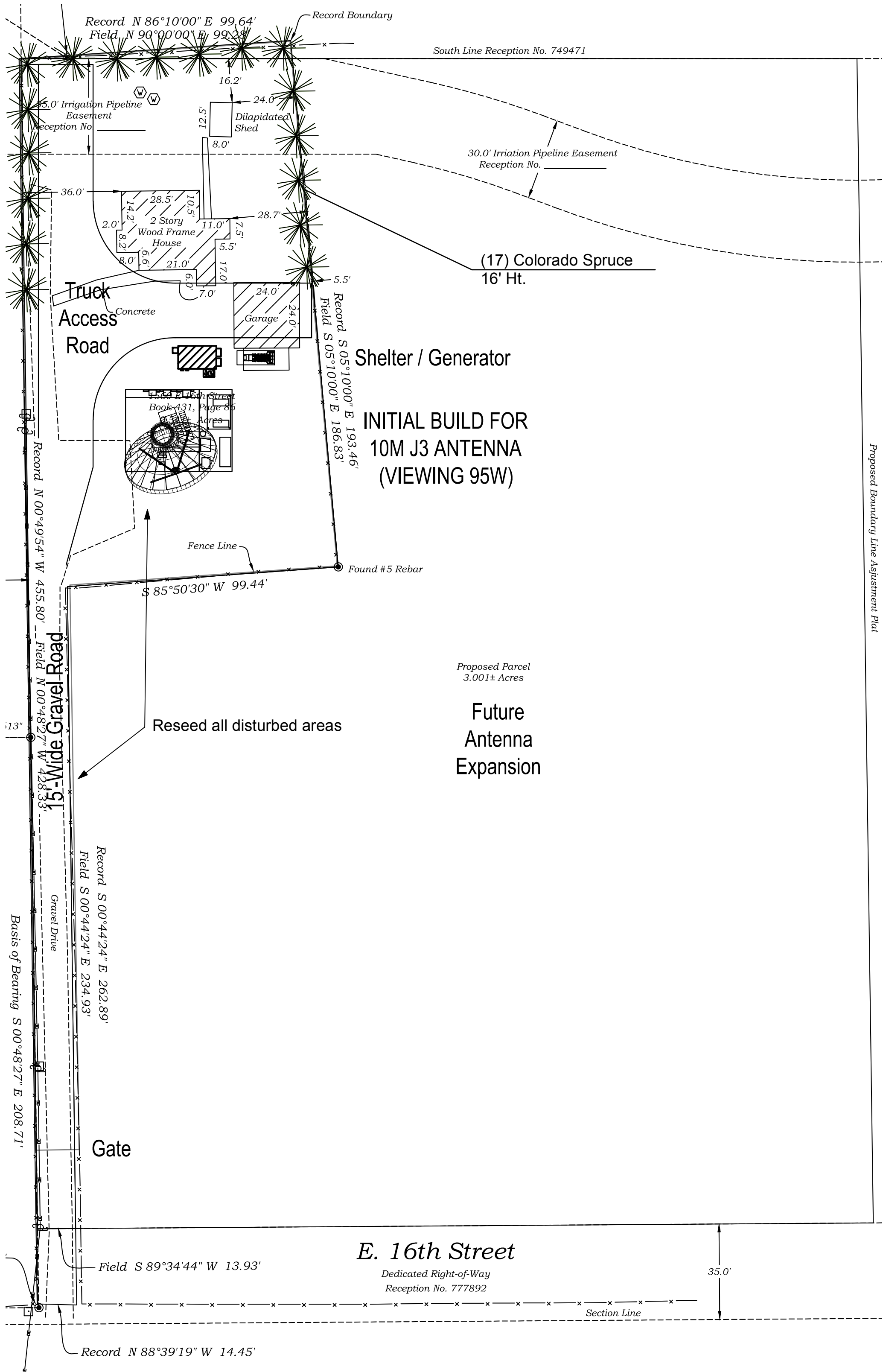
- Warranty plants and trees for one year after final acceptance. Replace dead or dying materials not in vigorous, thriving condition as soon as weather permits.
- Determine locations of underground utilities and perform work in a manner which will avoid possible damage.
- Plants shall be specimen quality, 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



HUGHES NETWORK SYSTEMS
Landscape Plan
Rifle, Colorado

1560 E. 16th Street
Rifle, Colorado

Landscape
Plan

L1



August 3, 2021



Agenda Item #10.a.

Agenda Item Name:

Consider Approval of 7-Party MOU Regarding Garfield County Senior Programs

Presenter:

Tami Sours, Senior Center Director

Item Description:

7-Party MOU Garfield County Senior Programs

Recommended Action:

Move to approve the 7-Party MOU Garfield County Senior Programs for 2022

Fiscal Impact:

Fiscal impact for 2022 will be \$57,305.78 for Senior Nutrition and \$87,863.62 for Senior Transportation for a total of \$145,169.40.

Operational Impact:

N/A

Prior Board Motions:

In the past, the council has approved this MOU for our senior programs that include nutrition, well and wise, and transportation.

Background Information:

The City of Rifle has been a part of providing senior program services to our community since 2009 with an original 9-party MOU. The Town of Parachute and CMC have both dropped out of the program, making this now a 7-Party agreement. The seven parties to the MOU are Garfield County, RFTA, Carbondale, Glenwood Springs, New Castle, Silt, and Rifle. In the past several years, we have paid minimal costs for the nutrition program as it was covered mostly by grants and the county. This year, with the increase in meal costs rising to \$10.25 per meal, this cost has been distributed back to the communities to cover the cost of meals. The county was unable to receive additional grant money to cover this cost.

This MOU reflects the Garfield County Senior Programs that include Senior Congregate Meals, Well and Wise, and Transportation for seniors and disabled adults.

Executive Summary:

The MOU for 2022 reflects a total annual program cost of \$964,168.00 with an annual cost to the City of Rifle of \$145,169.40. The MOU for 2021 had an annual program cost of \$834,530.80 with an annual cost to the City of Rifle of \$121,745.00, showing an annual increase of \$23,424.40 for 2022. In 2022, our nutrition cost

increased from \$0 to \$57,305.78 and transportation decreased from \$121,745.00 in 2021 down to \$87,863.62 in 2022.

Notification Requirements:

N/A

Prepared By:

Tami Sours, Senior Center Director

Attachments:

1. 2022 7 Party MOU to BOCC 12-20-2021
2. MOU Senior Programs Multi Year Cost Comparison

**7-PARTY MEMORANDUM OF UNDERSTANDING
REGARDING GARFIELD COUNTY SENIOR
PROGRAMS FOR 2022**

This Memorandum of Understanding is entered into between:

**The Garfield County Board of County Commissioners, ("BOCC")
The City of Rifle, Colorado,
The City of Glenwood Springs,
Colorado, The Town of
Carbondale, Colorado, The Town
of New Castle, Colorado,
The Town of Silt, Colorado,
Roaring Fork Transportation Authority, ("RFTA")**

(collectively, the "7-Parties") in order to set forth the terms and conditions of their cooperative provision, administration, and funding of county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2022 (the "MOU"). This MOU is effective as of January 1, 2022, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments. Colo. Const. art. XV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration, and funding of meal and transportation services to senior citizens of Garfield County ("the 9-Party MOU"). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 Parties have also entered into a Memorandum of Understanding that sets forth each party's annual commitment to share the administrative and operational costs of the Senior Programs meal and Traveler transportation services and determines the methodology by which those costs will be allocated among them (the "MOU").
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. Colorado Mountain College opted out of the 9-Party IGA.
- E. Each of the remaining Parties desires to continue to provide meal and Traveler transportation services to eligible Garfield County senior citizens and persons with disabilities in 2022 in accordance with the original 9-Party IGA.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and Traveler transportation services for the Garfield County Senior Programs for calendar year 2022.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2022, regardless of the dates signed and shall terminate on December 31, 2022.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal, Well & Wise classes and Traveler transportation services described in this MOU for eligible citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times, and further agree that the costs to provide such services will be allocated among them as follows:
 - a. Cost Methodology - Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2022.
 - b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2020 and June 2021 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.
 - c. Application of Cost Methodology to the 2022 Budget: As illustrated in Attachment A, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2022 is **\$538,899**. The BOCC's 40% share of that amount equals **\$215,559.60**. Anticipated grant and program funding income for 2022 is **\$184,265.00**. The remaining balance is **\$139,074.40**.

d.

- d, **Adjustment to Services 2021:** As a result of COVID19 meal sites were moved from a congregate setting to a drive by pick up setting. Dependent on the need of the client, some meals were being provided with home delivery. As of September 2021, congregate meals returned in the Town of New Castle, Town of Silt, City of Rifle and in the Town of Parachute. As of December 2021, drive by pick-ups and home delivered meals continue in the Town of Carbondale and the City of Glenwood Springs. This arrangement will end at such time COVID 19 restrictions have ended.

6. **Transportation Services.** The BOCC, RFTA and Municipalities agree that the Traveler transportation services funded by this Agreement are wheelchair accessible, curb to curb, driver assisted transportation services to assessed Garfield County residents who have difficulty utilizing public transportation and have an assessed functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA's boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(£) as required to comply with this MOU. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the jurisdictions/Municipalities in accordance with the following Cost Methodology:

7. **Definitions:**

- a. **Initial Pickup Location:** The initial pickup location for cost allocation purposes is the Jurisdiction/Municipality in which the first leg of a passenger's trip occurs, whether it is a round trip, a one-way trip, or a multi-legged trip. For example, if a passenger is picked up in Jurisdiction/Municipality A to be transported to Jurisdiction/Municipality B and is later picked up in Jurisdiction/Municipality B for a return ride to Jurisdiction/Municipality A, the initial pickup location for cost allocation purposes is Jurisdiction/Municipality A for both trip legs.
- b. **Estimated Loaded Miles:** Loaded miles are the total distance driven while a passenger is in the vehicle.
- c. **Estimated Loaded Minutes:** Loaded minutes are the total duration of time while a passenger is in the vehicle.

8. **Cost Methodology – Transportation:**

- a. The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted net County and RFTA expenses to provide Traveler Services in 2022. The remaining fifty percent is paid for by grant and program funding income, and allocated payments from the Municipalities based upon the fully allocated cost of providing services. Costs will be allocated to the Parties based on the total number of trips provided in each Jurisdiction, and total estimated Loaded Miles, and total estimated Loaded Minutes consumed by each jurisdiction/Municipality. Costs will be considered allocable to a Jurisdiction/Municipality based upon the Initial Pickup Location as defined in 7. a. herein, regardless of the number of trip legs or Jurisdictions/Municipalities visited by the passenger.

- b. RFTA agrees to be responsible for the fully allocated net cost of the Traveler transportation services provided to the three Municipalities that are current RFTA members: The Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle.
- c. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated net cost of Traveler transportation services allocable to their municipalities.
- d. The BOCC agrees to be responsible for any remaining Traveler transportation service costs, including any shortfalls in anticipated grant and program funding income.

9. **2022 Budgeted Contributions:** As illustrated in Attachment B, Total Expenses, the total budgeted cost to provide Senior Transportation Services in 2022 is \$693,861.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of \$33,606.00 and \$690,255.00, respectively. This cost less the amount of \$30,000.00 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU, equals the net total County and RFTA expense for the Traveler transportation services in 2022 of \$693,861.00.

The BOCC's 50% share of this amount equals \$346,930.50. Anticipated grant and program funding income for 2022 is \$93,638.00. The total amount of the contribution from the County, including grants, program income is \$440,568.50. Subject to the recommendation of the Senior Advisory Board and the approval of the BOCC, any year-end excess budget funds in 2021 may also be applied to the County's contribution in 2023 for the Senior Transportation Services budget. However, pursuant to the provisions of **13. Annual Reconciliation and True-Up,** below, after 2023 there should not be any significant excess budget revenue to apply as a refund to a subsequent year's County contribution.

10. **Allocation of County Contribution, Grant, and Program Income, and 2020 Excess Revenue Refund:** The County's contribution, inclusive of its 50% commitment and anticipated grant, program income, including the 2020 excess revenue refund, shall be allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other Party's fully allocated cost.

11. **Estimated Contributions:** On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the 2022 Traveler transportation services costs. The amounts shown are based on the 2022 budgeted amounts identified above and a forecast of ridership and service levels for 2022 (assuming 75% of 2019 service levels).

Jurisdiction	Est. Rides	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
Total	14,450	72,863	135,593	\$693,861.00	\$440,568.50	\$253,292.50

12. **Monthly Billing:** With the exception of RFTA, which will pay directly for the fully allocated net costs attributable to its member jurisdictions, each of the remaining Parties will pay the County the amount shown on their respective lines in the Chart above.

13. **Annual Reconciliation and True-up:** No later than March 1 of 2023, RFTA will publish a reconciliation statement. Actual expenditures for the year will be allocated based on the actual trips and estimated loaded miles and loaded minutes provided to the Parties in 2022. If the total fully allocated net costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of receiving the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party's debit payment(s) to the County.

14. **County Payments to RFTA for the Traveler Program:** The amount to be paid by the BOCC to RFTA in 2022 for the provision of the Traveler Transportation services contemplated by this Agreement is **Four Hundred Ninety-Nine Two Hundred and Nine Dollars and Seventy-Nine Cents (\$499,209.79)**. This amount is based upon RFTA's estimated cost to provide the services in 2022 (\$690,255) less amounts received by RFTA from other sources who utilize the Traveler bus system (\$30,000) and less the cost to provide such services to the Town of Carbondale (\$24,948.35), the City of Glenwood Springs (\$94,048.86), and the Town of New Castle (\$42,048.11), each of which is a member of RFTA. Amounts are projected and should the actual cost exceed the budgeted costs, those funds will be paid through the Restricted Fund Balance/The Traveler and reimbursed at year end by following the annual reconciliation and True-up procedures described in paragraph 13., above.

- a. **RFTA's Estimated Cost:** The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2022, RFTA estimates that it's cost to provide these services is \$690,255.00.
- b. **Other Traveler Services:** The Parties recognize that RFTA's operation of the Traveler by means of this MOU does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is

provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **\$30,000.00** for 2022.

- c. **Payment:** The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of **\$499,209.79** in twelve (12) equal monthly payments of **\$41,600.81** for Senior Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2022 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.
- d. **Appropriation:** This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end. The attached budget was adopted by the RFTA board on December 9, 2021 and is considered final. If the actual cost of the Traveler program exceeds the amount set forth in this MOU, the additional cost will be covered through the Restricted Fund Balance/The Traveler, which would then be reimbursed at year end by following the annual reconciliation and True-up procedures described in paragraph 13., above.
- e. **COVID 19 Accommodations:** Traveler services will be adjusted because of Governor orders or Public Health recommendations

15. **Combined Costs:** The combined cost for 2022 Congregate Meal, Well and Wise, and Traveler Transportation Service are set forth on Attachment C.

16. **Whole Agreement:** This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

17. **Amendment and Assignment:** This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of all.

18. **Facsimiles and Counterparts:** This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

19. **Authority:** Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

20. Governing Law: The laws of the State of Colorado shall govern the validity, performance, and enforcement of this MOU. Venue for any action instituted pursuant to this MOU shall lie in Garfield County.

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

Carbondale Lauren Gister, Town
Manager Town of
Carbondale
511 Colorado Avenue
Carbondale, CO
81623 (970) 963-2733
ext. 1207
Lgister@carbondaleco.net

Garfield County Sharon Longhurst-Pritt, Director
Garfield County Department of Human Services
195 West 14th Street, Building B
Rifle, CO 81650
(970) 625-8282 ext. 3265
spritt@garfield-county.com

Glenwood Springs Debra Figueroa, City Manager
City of Glenwood Springs
101 W. Street
Glenwood Springs, CO 81601
(970) 384-6500

New Castle Dave Reynolds, Town Administrator
New Castle Town Hall
450 West Main Street, PO Box 90
New Castle, CO 81647
970) 984-2311
dreynolds.newcastlecolorado.org

Roaring Fork Transportation Authority Dan Blankenship, Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, CO 81647
970-384-4981
dblankenship@rfta.com

Rifle

Tommy Klein, City Manager
City of Rifle
202 Railroad Ave
P. O. Box 1980
Rifle, CO 81650
(970) 625-6266
[TKlein\(@.rifleco.org](mailto:TKlein(@.rifleco.org)

Silt

Jeff Layman, Town Administrator
Town of Silt
231 N. 7th Street, PO BOX 70
Silt, CO 81652
970-876-2353, ext. 813
[jlayman\(@.townofsilt.org](mailto:jlayman(@.townofsilt.org)

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective

ATTEST:

**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO, and
BOARD OF SOCIAL SERVICES**

Clerk to the Board

by: _____
John Martin, Chair

Date: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective

ATTEST:

**CITY OF GLENWOOD SPRINGS,
COLORADO**

By: _____

City Clerk

Jonathan Godes, Mayor

Date: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective

ATTEST:

TOWN OF CARBONDALE, COLORADO

Town Clerk

By: _____
Dan Richardson, Mayor

Date: _____

ATTEST

ROARING FORK TRANSPORTATION AUTHORITY

Clerk to the RFTA Board of Directors

By: _____

_____, Chair

Date: _____

ATTEST

TOWN OF SILT

Town Clerk

by _____
Keith Richel, Mayor

Date _____

ATTEST:

TOWN OF NEW CASTLE, COLORADO

By: _____

By: _____
Art Riddile, Mayor

Date _____

ATTEST:

CITY OF RIFLE, COLORADO

By: _____

By: _____
City Clerk

By _____
Ed Greene, Mayor

Date: _____

ATTACHMENTS

Attachment A:	Cost Methodology – Nutrition 2022
Attachment B	Cost Methodology – Transportation 2022
Attachment C	Cost Methodology – Well & Wise 2022
Attachment D	Cost Methodology – Combined Contribution Breakdown
Attachment E.	2022 Traveler IGA

Nutrition Budget		Annual
Wages		\$ 150,450.00
Employee Benefits		\$ 76,124.00
Professional - Other	Staff: 64% Manager	\$ 281,625.00
Repair and maintenance	72% Program Coordinator	\$ 200.00
Rental of Land & Buildings	77% Program Coordinator	\$ 100.00
Communications		\$ 550.00
Printing and Binding		\$ 300.00
DHS - Destruction of Records		\$ 250.00
Travel		\$ 300.00
Motor Pool Charges		\$ 10,000.00
Professional Affiliations		\$ 100.00
Training		\$ 600.00
Office Supplies		\$ 1,000.00
Operating Supplies		\$ 9,000.00
Computer Supplies		\$ 400.00
Freight, postage, Delivery		\$ 2,600.00
Copy Machine Usage		\$ 1,300.00
Food - non travel related		\$ 3,000.00
Computers & computer equipment		\$ 1,000.00

Total 12 Month Budget \$538,899.00

Less AAA funding	\$ 150,265.00
Less NSIP Incentives	\$ 13,000.00
Less Program Income	\$ 21,000.00
Grant & Program Income Total	\$ 184,265.00
40% County Share of Total Expenses	\$ 215,559.60
Garfield County Share	\$ 215,559.60
Projected Income/County Share	\$ 399,824.60
Income less expenses	\$139,074.40
Municipal Budget Share for Distribution	\$139,074.40

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES									
2022			2021		2020		2019		
Jurisdiction	# of Meals Served	Percent of Total	Municipal Nutrition Contribution	# Meals	Contributions	# Meals	Contributions	# Meals	Contributions
Carbondale	1,157	6.33%	\$8,806.32	1,306	\$ -	1,342	\$ -	1,241	\$ 1,526.41
Glenwood Springs	6,812	37.28%	\$51,848.45	4,875	\$ -	4,111	\$ -	3,873	\$ 4,763.72
New Castle	996	5.45%	\$7,580.89	723	\$ -	719	\$ -	734	\$ 902.81
Silt	1,778	9.73%	\$13,532.96	2,074	\$ -	2,418	\$ -	2,477	\$ 3,046.67
Parachute	-	0.00%	\$0.00	-	\$ -	-	\$ -	-	\$ -
Rifle	7,529	41.21%	\$57,305.78	6,420	\$ -	7,157	\$ -	7,918	\$ 9,739.00
Municipal Total	18,272	100.00%	\$139,074.40	15,398	\$ -	15,747	\$ -	16,243	\$ 19,978.60
Garfield County	3,325			3,265		3,190		3,253	
Parachute	-			-		-		-	
Grand Total	21,597			18,663		18,937		19,496	
Based on July 2020 - June 2021 Usage			Based on July 2019 - June 2020		Based on July 2018 - June 2019		Based on July 2017 - June 2018		

Cost Methodology—2022

Transportation Budg	Annual	Staff: 32% Manager 7% Prog Coordinator
Wages	\$ 21,116.00	
Employee Benefits	\$ 11,440.00	
Communication	\$ 200.00	
Motor Pool Charges	\$ 50.00	
Training	\$ 200.00	
Office Supplies	\$ 200.00	
Computer Supplies	\$ 200.00	
Freight, Postage, Delivery	\$ 200.00	
Total County Expense	\$ 33,606.00	

RFTA \$690,255.00 Projected based on RFTA Actual Expenditures November 2, 2021 budget
MINUS GWS Paratral \$ 30,000.00

Total RFTA Expense \$ 660,255.00

Total Expenses \$ 693,861.00

Less Program Income \$ 13,000.00
 Less CSBG \$ 60,638.00
 Less Mt. Valley Devle \$ 20,000.00
Total G/P Income \$ 93,638.00

Less 50% County Share \$346,930.50
 RFTA Refund 2020 at \$ 81,369.65 per 4/19/2021 BOCC Meeting
Total County Share \$ 346,930.50

Total Revenue \$440,568.50
Total Expenses \$ 693,861.00
Income less expendt \$ 253,292.50

Municipal Budget Share
 for Distribution \$253,292.50

Prepared by Ross Peterson

2022 Traveler Forecast Service And Cost Data

Jurisdiction	Est. Rides	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
Total	14,450	72,863	135,593	\$693,861.00	\$440,568.50	\$253,292.50

Well & Wise Budget		Annual	
Wages	\$	32,062.00	
Employee Benefits	\$	17,174.00	Staff: 4% Manager
Repair & maintenance	\$	25.00	28% Program Coordinator
Licenses and permits	\$	750.00	16% Program Coordinator
Travel	\$	1,000.00	
Motor Pool Charges	\$	500.00	
Training	\$	3,000.00	
Office supplies	\$	100.00	
Other supplies	\$	100.00	
Food - non travel related	\$	4,000.00	
Computers & computer equipment	\$	600.00	
Total 12 Month Budget		\$59,311.00	
Less AAA funding	\$	50,000.00	
Grant & Program Income Total	\$	50,000.00	
Income less expenses		\$9,311.00	
Total County Match		\$9,311.00	

COMBINED CONTRIBUTION BREAKDOWN

Jurisdiction	2022			RFTA	2022			2022	2022	2022	2022	2022
	Nutrition Contribution	Transportation Contribution	Well & Wise Contribution		Transportation Contribution	Nutrition Contribution	Transportation Contribution	Well & Wise Contribution				
Carbondale	\$8,806.32	\$24,948.35	-	\$24,948.35	\$8,806.32	-	-	-	-	-	\$8,806.32	
Glenwood Springs	\$51,848.45	\$94,048.86	-	\$94,048.86	\$51,848.45	-	-	-	-	-	\$51,848.45	
New Castle	\$7,580.89	\$42,048.11	-	\$42,048.11	\$7,580.89	-	-	-	-	-	\$7,580.89	
Silt	\$13,532.96	\$4,383.56	-	\$17,916.52	\$13,532.96	\$4,383.56	-	-	-	-	\$17,916.52	
Rifle	\$57,305.78	\$87,863.62	-	\$145,169.40	\$57,305.78	\$87,863.62	-	-	-	-	\$145,169.40	
Garfield County	\$ 215,559.60	\$ 346,930.50	9,311.00	\$571,801.10	\$215,559.60	\$346,930.50	9,311.00	9,311.00	9,311.00	9,311.00	\$571,801.10	
Totals	\$354,634.00	\$600,223.00	9,311.00	\$964,168.00	\$354,634.00	439,177.69	9,311.00	9,311.00	9,311.00	9,311.00	\$803,122.69	

	2014	2015	2016	2017	2018	2019	2020	2021	2022
Transportation	115,762.25	103,122.93	112,018.96	109,557.99	108,986.17	118,021.85	110,418.65	121,745.00	87,863.62
Nutrition	9,624.05	22,341.47	3,665.67	0.00	3,260.59	9,739.00	0.00	0.00	57,305.78
Well & Wise	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	125,386.30	125,464.40	115,684.63	109,557.99	112,246.76	127,760.85	110,418.65	121,745.00	145,169.40



Agenda Item #11.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
12/31/2021

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Report to City Manager 12.31.2021

WORK REPORT TO CITY MANAGER
12.31.2021

PIO

- Continuing updates on website and social media on local issues and citizen concerns. We have been reminding people that a sales tax license is necessary if you are in the business of selling items even if it's through social media.
- Assisted Tommy and Carlos with update videos.
- Press releases regarding holiday closures, tree recycling and a thank you to our citizens, CRFR and middle school personnel for their assistance with holiday decorations and fireworks.
- Attended GRIT meeting with Main Street presentation.

COURT

- Handled 44 adult cases on December 15 court day.
- Held seven telephone hearings with inmates in custody. Only two picked up during the Christmas Break so that was nice!
- Attended seminar on virtual court challenges.

CLERK'S OFFICE

- Began planning for 2022 Strategic Planning Session
- Helped staff familiarize themselves with our new CivicClerk platform
- Finalized training records for 2021

CITY MANAGER'S OFFICE

- Cemetery pavement work request for bids will go out second week of January.
- Design for the roundabout for Whiteriver and HWY 6 will go out to bid in February. Design for the park and ride will also go out to bid in February.
- Island cleanup will begin in February.
- The 2021 employee survey has been completed. We are analyzing the data and will present our findings to our team in January.