



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

March 2, 2022
7:00 PM
202 Railroad Avenue, Rifle, CO

5:30 PM - Workshop Meeting

Discussion and Review

- a. Receive Presentation on Detox Center
- b. Receive Information on Certified Local Government Historic Preservation Program
- c. Consider City Hall Phase 3 Design Services

7:00 PM - Regular Meeting

- 1. **Call to Order**
- 2. **Pledge of Allegiance**
- 3. **Roll Call**
- 4. **Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
- 5. **Consent Agenda**
 - 5.a. Consider Minutes of the February 16, 2022, Regular Meeting
 - 5.b. Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres
- 6. **Action, if any, on Workshop Items**
- 7. **Presentation**
- 8. **Public Hearing**
 - 8.a. Pioneer Mesa Filing 2 - Rezoning and Subdivision Final Plan Request
 - 8.a.i. Request to Rezone Pioneer Mesa Filing 2 from LDR-PUD to Estates Zone-PUD - Ordinance No. 1 Series of 2022

8.a.ii. Request to Approve Final Plan for Pioneer Mesa Filing 2 - Ordinance No. 2
Series of 2022 and Subdivision Improvement Agreement

9. Regular Agenda

- 9.a.** Consider City Hall Phase 3 Design Services, Owner's Representative and Pre-Construction Services
- 9.b.** Request Direction on Sale of Real Property
- 9.c.** Consider Habitat for Humanity - Wapiti Commons Final Subdivision Plan and Final Plat - Ordinance No. 3 Series of 2022 - 1st Reading and Subdivision Improvement Agreement
- 9.d.** Consider Writing a Support Letter for the Rifle Apartments Project at 139 Railroad Avenue
- 9.e.** Consider Approval of Senior Center Security Cameras
- 9.f.** Consider Approval of Ute Theater Security Cameras
- 9.g.** Consider Approval of Water Plant Security Camera Upgrades
- 9.h.** Consider Approval of Ute Theater Access Control Additions

10. Administrative Reports

- 10.a.** Report to City Manager

11. Comments from Mayor and Council

12. Adjournment



Agenda Item #a.

Agenda Item Name:

Receive Presentation on Detox Center

Presenter:

Tommy Klein, City Manager

Item Description:

Mind Spring will provide a presentation to Council on the Detox Center.

Recommended Action:

For Council consideration only.

Fiscal Impact:

Depending on the direction Council, there may be a financial impact in 2023.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Representatives of Mind Springs will present information to the Council on their plans for the Detox facility. The Detox Center will be a 6-bed facility in Glenwood Springs at 2802 S. Grand Avenue. Mind Springs has purchased the building. Services will be provided to residents of the facility and walk-ins. Mr. Pattison will ask the Council to consider funding the Detox Center project and a response team.

Executive Summary:

Multiple meetings have taken place involving Garfield County and the municipalities about funding the Detox Center. I have not made a commitment of financial support and Mind Springs was informed that financial decisions are subject to the Council's direction to staff.

Mind Springs will ask Council to consider supporting operations. If you choose to move forward with funding, the first payment will be due in early 2023.

Rifle will receive approximately \$1,888.00 per year for the next 18 years from the opioid settlement managed by the state and the funds must be used for education, counseling or treatment programs for opioid addition. We do not know when the state will be distributing funds from the settlement account.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

None



Agenda Item #b.

Agenda Item Name:

Receive Information on Certified Local Government Historic Preservation Program

Presenter:

Patrick Waller, Planning Director

Item Description:

The State of Colorado runs the Certified Local Government program that allows developers to access tax credits (as well as other benefits) provided that the local jurisdiction has approved and adopted historic preservation practices. History Colorado is providing an informational presentation on the Certified Local Government initiative including benefits and requirements that are associated with the program.

Recommended Action:

None

Fiscal Impact:

N/A

Operational Impact:

If City Council is interested in this program, Staff will begin the process of becoming a Certified Local Government. The program requires additional Staff work including filing an annual report, updating the Rifle Municipal Code, and having a Planning and Zoning Commission member attend a historic preservation training annually.

Prior Board Motions:

None

Background Information:

The City of Rifle already has historic preservation in the Rifle Municipal Code and has designated historic buildings in the past. A few changes would need to be made to the ordinance in order to become a Certified Local Government.

Executive Summary:

Historic Preservation programs allow developers to access tax credits for improvements and building maintenance. To be eligible for these credits, the State of Colorado requires that the local jurisdiction is a Certified Local Government. The City of Rifle already has a historic preservation ordinance in place and has designated local buildings in the past. However, the City does not currently meet all requirements to become a CLG.

While the CLG requirements are flexible, it does put additional requirements around maintenance of buildings and development of a historically designated property. The ordinance can be written in a variety of ways (espeically regarding who could ask for a building to be designated) and any change to the Rifle Municipal Code would need to be approved by Rifle City Council prior to implementation.

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Orientation 2022 - Rifle



Historic Preservation – Rifle

What is historic preservation?

The study, documentation, designation, protection, and physical preservation of:

- Buildings
- Structures
- Sites
- Objects
- Districts

“Historic preservation is a conversation with our past about our future.”

- National Park Service

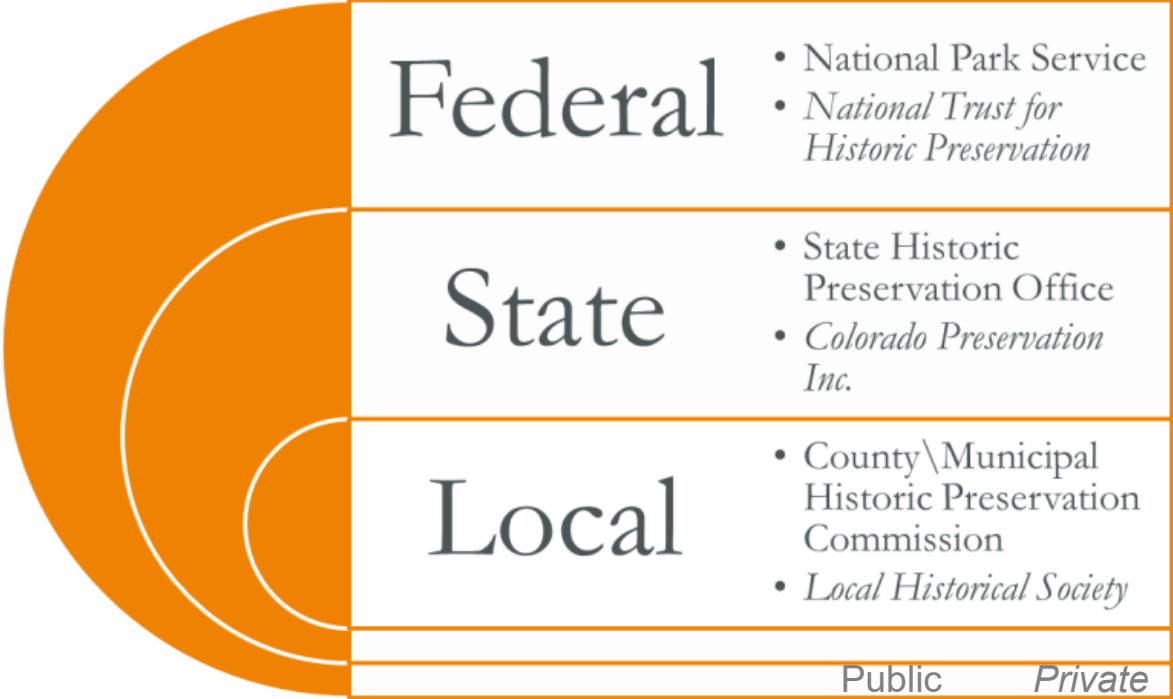
Why preserve?

- Increase community identity and pride
- Reduce waste
- Revitalize downtowns
- Heritage tourism
- Generate jobs
- Increase property values
- Support small businesses
- Create affordable housing



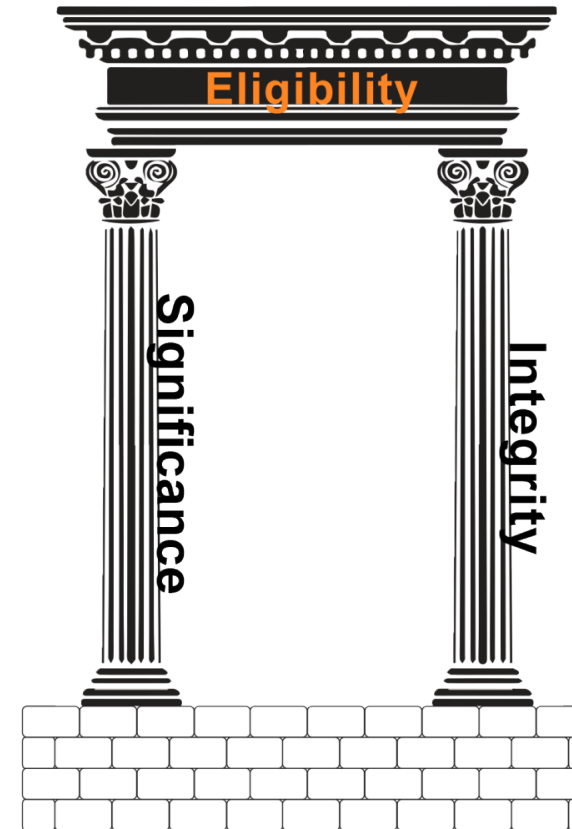
National Historic Preservation Act, 1966

- Set a national policy for preserving our heritage
- Created a partnership program between the Federal Government and the States and Tribes
- Established the National Register of Historic Places and the National Historic Landmarks programs
- Defined a process of review of Federal projects
- Amended in 1980 to add local partnership through the Certified Local Governments (CLG) program



National Register of Historic Places State Register of Historic Properties

- **National**
 - Established by the U.S. Congress in 1966 (NHPA)
 - Four criteria for Significance
 - Seven aspects of Integrity
- **State**
 - Established by the Colorado Legislature in 1975 (CRS 24-80.1-101 et seq.)
 - Five criteria for Significance
 - Seven aspects of Integrity



Secretary of the Interior's Standards and Guidelines

Treatment of Historic Properties

- ↓ Preservation
- ↓ Restoration
- ↓ Rehabilitation
- ↓ Reconstruction

Other Standards

- ↓ Preservation Planning
- ↓ Identification
- ↓ Evaluation
- ↓ Registration
- ↓ Historical Documentation
- ↓ Architectural & Engineering Documentation
- ↓ Archaeological Documentation
- ↓ Professional Qualifications

Elements of Local Preservation

- Local Government Preservation Ordinance
- Survey
- Designation
- Design Review
- Incentives
- Advocacy & Public Education



Preservation Ordinances

- 100 of 271 municipalities and 25 of 64 counties in Colorado have adopted preservation ordinances
- Local Government Land Use Control Enabling Act of 1974 (CRS 29-20-104):
“Each local government within its respective jurisdiction has the authority to plan for and regulate the use of land by: ... (c) Preserving areas of historical and archaeological importance.”



Local Preservation Ordinance

City of Rifle Municipal Code - Chapter 16, Article XIV

- Creates a historic preservation board (powers currently residing with the Planning Commission) with principle responsibility for matters of historic preservation
- Outlines procedures for the designation of landmarks and historic districts, establish a structures of merit list, and conducting design review
- Empowers the Planning Commission to adopt criteria for review of alteration, demolition, or relocation to designated resources; conduct surveys; review resources nominated for designation as historic landmarks or districts
- Designates the Downtown Development Authority to work with the Planning Commission on historic preservation outreach, education, and financial assistance
- Prevents demolition by neglect and requires minimum maintenance on designated properties
- Compliance with design review decisions is mandatory

Survey

- Documentation of cultural resources
- Basis for all other preservation activities
- Survey Types:
 - Reconnaissance
 - Intensive
 - Archaeological (Class I, II, III)
- Methodologies:
 - Comprehensive
 - Selective
- Historic Context Studies

Historic Buildings Survey Pagosa Springs, Colorado

2001-2002

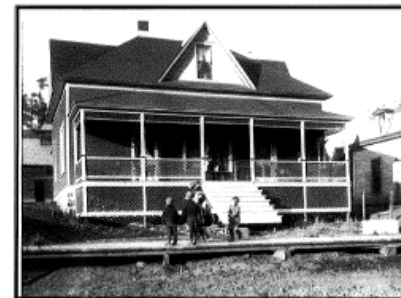


Photo Source: Arden Museum North Collection

Cultural Resource Planning

Historic Buildings Survey #2 Pagosa Springs, Colorado

2004
CLG grant number CO-03-013



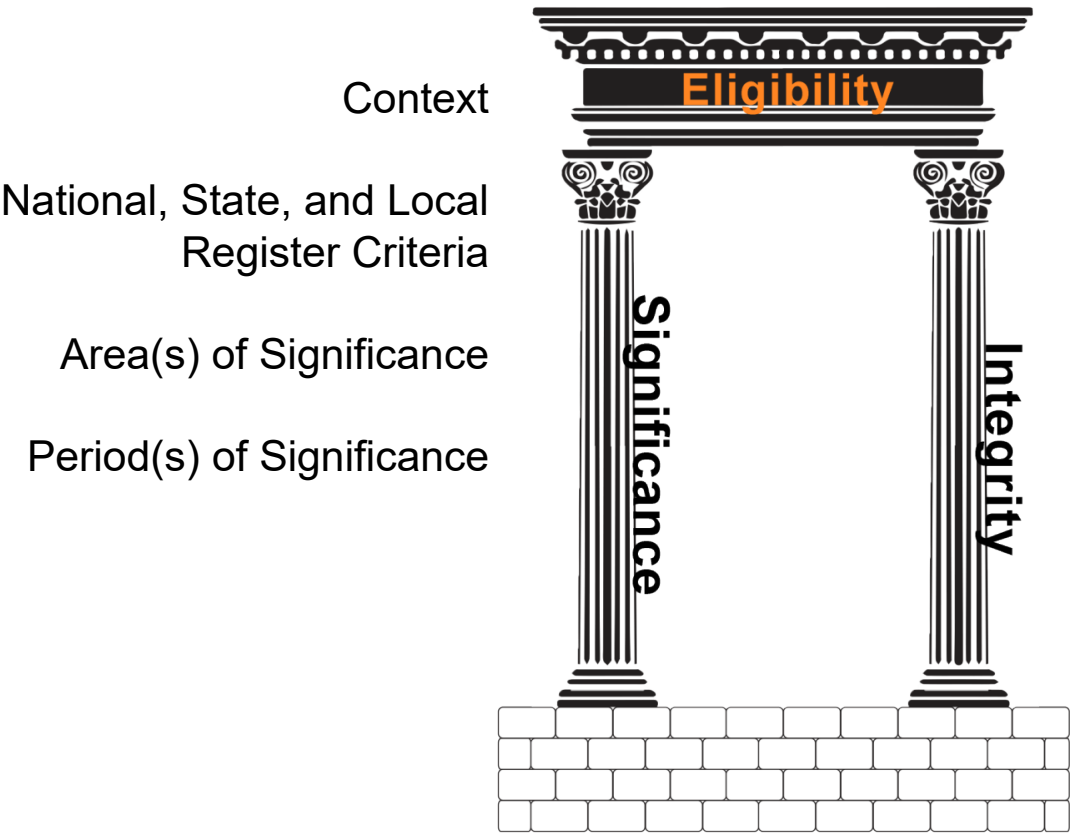
Cultural Resource Planning

Local Designation

- Eligibility based on significance and integrity
- Criteria are established in ordinance
- Districts
 - Contributing versus non-contributing
 - % of owner support/owner disapproval
 - Opt-out not allowed



Designation



“Integrity is the ability of a property to convey its significance...” The evaluation of integrity is sometimes a subjective judgment, but it must always be grounded in an understanding of a property’s physical features and how they relate to its significance.” – NR Bulletin

Design Review

- Required for each CLG in Colorado
- Based on local ordinance and designation
- Mandatory or voluntary compliance
- Must be consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties
- CLGs may also adopt their own Design Guidelines

**Design Guidelines for the
Historic Business District
& Local Landmarks**
Town of Pagosa Springs, Colorado
A Certified Local Government



Adopted July 3, 2007
Revised May 5, 2015
by Town Council Resolution 2015-07

Secretary of the Interior's Standards for Rehabilitation

- Most flexible of SOI Standards: accommodates reasonable changes for new uses
- Designed to ensure the historic integrity of property is retained. Maintain qualities for which the property was designated
- Provides regulatory guidance for the Historic Preservation Tax Incentives Program
- Provides basis for most local design guidelines

1. Choose a compatible new use
2. Retain historic character
3. Ensure that property tells true story of development
4. Consider historic changes as potentially significant
5. Preserve distinctive features
6. Repair rather than replace
7. Avoid destructive treatments
8. Protect archaeological resources
9. Design additions to be sympathetic to the original
10. Make new additions reversible

Local Design Guidelines and Design Review

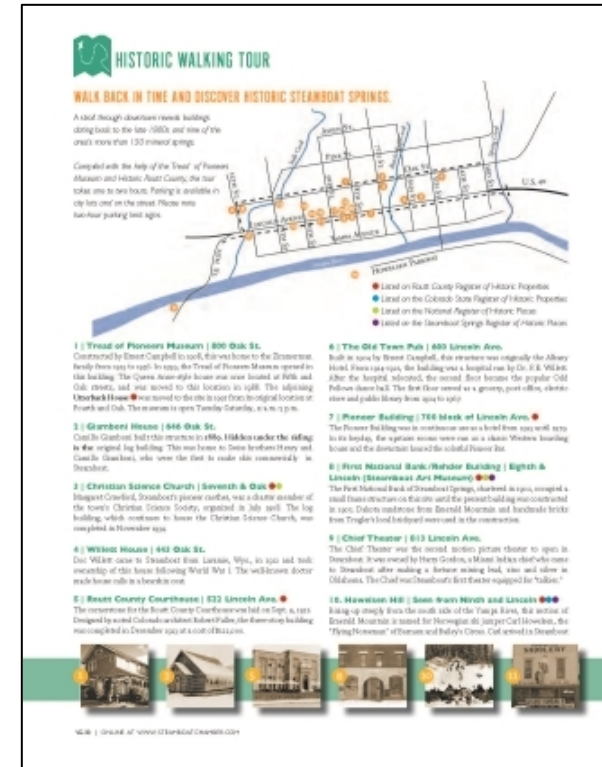
- Design guidelines must follow the model of the SOI Standards, but adapted to community
- Based on local conditions and expectations
- Define what is subject to review
- Provide more detailed guidance
- Include specific examples
- Provide consistency in design review – decisions must be consistent and defensible
- Most local design review only regulates exteriors

Incentives

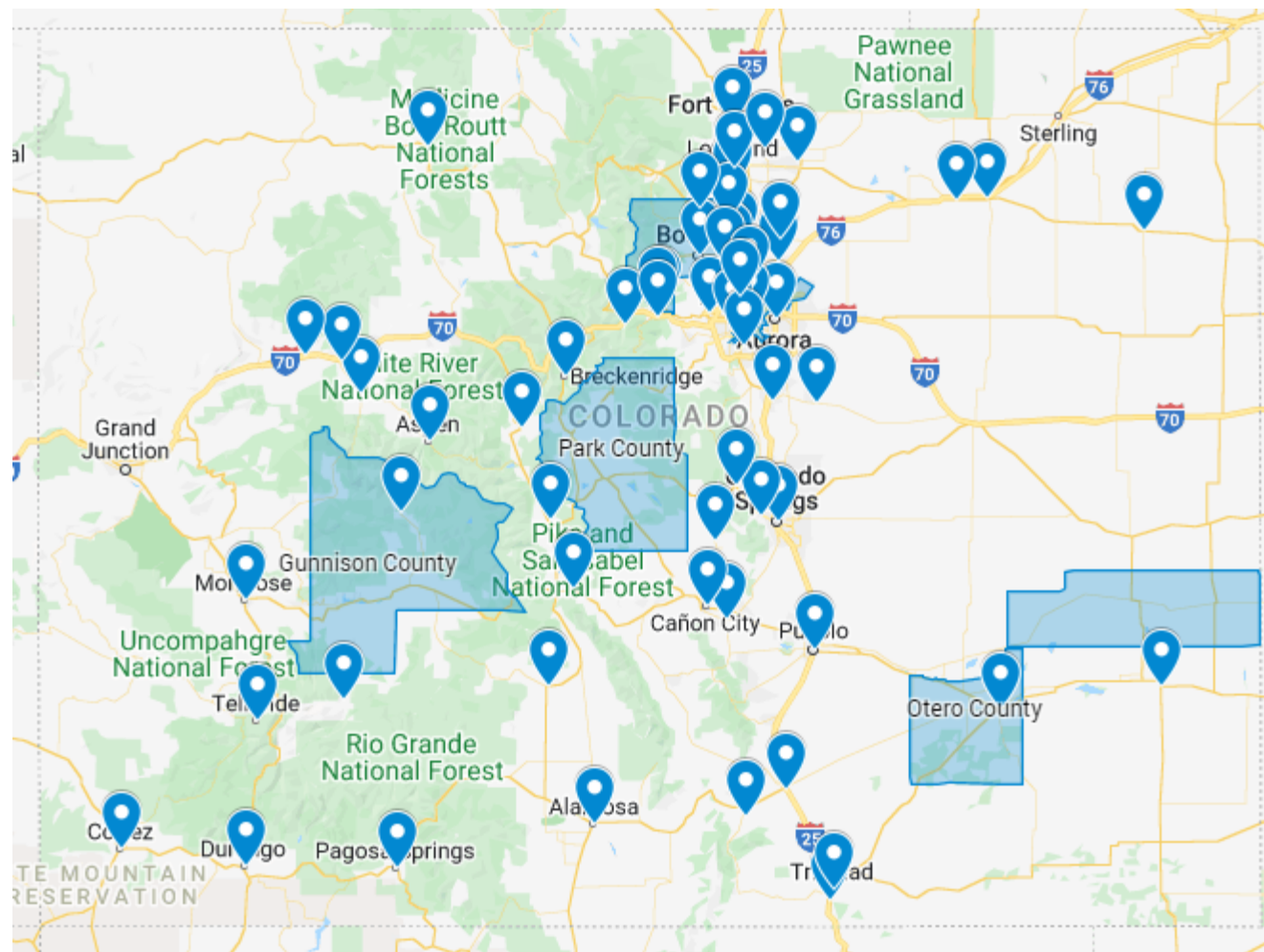
Local	State & Federal
↓ Sales tax rebate ↓ Low/zero interest loans ↓ Exemptions and variances ↓ Technical assistance ↓ Easements ↓ Property tax rebates ↓ Grants	↓ State Historic Preservation Tax Credit ↓ State Historical Fund ↓ Revolving Loan Fund ↓ Federal Rehabilitation Tax Credit

Advocacy & Public Education

- Be proactive
- Attend board of county commissioner and planning commission meetings
- Foster community pride and ownership
- Form relationships with historic property owners
- Public outreach
 - publicize each project
 - Host an event/workshop
 - Use social media
 - Celebrate preservation month



Certified Local Governments



CLG Benefits

- CLG Grants
- Eligibility for state tax credits
- Access to Compass
- Training
- Technical preservation support
- Formal role in National Register review process
- Comment on federal undertakings (Section 106)



CLG Responsibilities

- Enforce local preservation ordinance
- Establish and maintain a commission
- Send meeting minutes to SHPO
- Provide for adequate public participation
- Maintain a system of survey and inventory
- Attend SHPO-approved training at least once per year
- Submit an annual report

CLG Training Portal

CLG Training Portal

Home · Training Calendar · Recorded Webinars · Resources

CLG Training

Today Wednesday, September 25 Week Month Agenda

Thursday, September 26

10:00am Regional Forum - Northeast

Friday, September 27

10:00am Regional Forum - Southwest

Wednesday, October 9

12:00pm Webinar - Local Designation

Thursday, October 10

Conference - PastForward

Google Calendar

Welcome to the Colorado CLG Training Portal!

This website is intended to provide Colorado Certified Local Government (CLG) staff and commissioners with everything you need to understand the program, fulfill your responsibilities, and improve your local historic preservation program. You can watch [recorded webinars](#), learn about upcoming [training opportunities](#), join our [mailing list](#), and find out when other CLGs are having [their meetings](#). Please [let us know](#) if you have any ideas for additional training we can provide.

What is historic preservation?

Historic preservation conversation with past about our present.

National Park Service

The study, documentation, design, protection, physical preservation of

Buildings

Structures

Sites

Objects

Recorded Webinars

Resources

Mailing List

CLG Meetings

Today Wednesday, September 25

Wednesday, September 25

4:30pm Aspen

6:00pm Florence

Thursday, September 26

5:30pm Salida

6:00pm Georgetown

Tuesday, October 1

1:00pm Denver - LPC

Google Calendar

CLG Meeting Calendar

Colorado CLGs



Resources

<https://www.historycolorado.org/certified-local-governments>

Lindsey Flewelling, Preservation Planner
lindsey.flewelling@state.co.us
303 866 4681



Agenda Item #c.

Agenda Item Name:

Consider City Hall Phase 3 Design Services

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

Design of Rifle City Hall Phase 3 Improvements is budgeted for 2022. Proposals for design services, Owner's Representative and Pre-construction Services, and a Master Project Budget will be presented. Jeff Johnson, of Jeff Johnson Architectural, and Phil Vaughan, of Phil Vaughan Construction Management, Inc., will be present to discuss their respective proposals and details of the project.

Recommended Action:

Consider approving at Regular Meeting the Master Project Budget of \$248,677.00, which includes \$22,607.00 (10%) contingency, and authorize staff to sign agreements with: Jeff Johnson Architectural for design team services in the amount of \$129,445.00 and Phil Vaughan Construction Management, Inc., for Owner's Representative Services and Pre-construction Services in the amount of \$96,625.00 for a total budget of \$248,677.00, and authorize the City Manager to sign change orders within the approved project budget amount.

Fiscal Impact:

\$248,677.00 may be spent from the City Capital Fund.

Operational Impact:

Staff time in coordination, meeting with the project team, processing transactions, etc.

Prior Board Motions:

Approval of Phase 1 design and construction. Approval of Phase 2 design and construction, and related Plumbing Remodel.

Background Information:

The "Property Condition Assessment" dated March 4, 2019, is referenced by consultants and staff in determining the remodel needs of Rifle City Hall.

The Property Condition Assessment was presented to City Council on April 10, 2019.

Phase 1; Completion of Finance Department reconfiguration of the customer service area, added security.

Phase 2; Reconfiguration and renovation of much of physical space, security improvements, plumbing remodel, sewer line improvements, carpeting, paint.

Executive Summary:

\$300,000.00 is budgeted to be expended from the Capital Fund in 2022 for the design of Rifle City Hall Phase 3 Improvements. Proposals for design services and Owner's Representative and Pre-construction Services are attached. The expected timeline for design completion, selection of a Construction Manager/General Contractor (CMGC), and development of a Guaranteed Maximum Price (GMP) will be September 2022. This is an aggressive timeline that will allow for consideration in the budgeting process for construction in 2023.

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Rifle City Hall Phase 3 Design Memo
2. 2022-02-11-Rev1-Exhibit H-PVCM-Proposal-Rifle City Hall- Phase 3
3. 2022-02-14-JJA-Agreement for Design Services -2201B Rifle City Hall Phase 3- revised
4. 2022-02-23-City of Rifle-Rifle City Hall Phase 3-Master Project Budget
5. PO Request Phil Vaughan Phase 3 Owner's Rep
6. PO Request Jeff Johnson Phase 3 Design



Memo

To: Tommy Klein, City Manager

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

Date: 2/22/22

Re: Consideration of Design Services, and Owners
Representative and Pre-construction Services for Rifle
City Hall--Phase 3 Improvements

Rifle City Hall Physical and Electronic Security Improvements-Phase 2, is in the process of close-out. Design for the Phase 3 scope of work is planned for 2022. If approved, the timeline for design will allow pricing to be derived by the end of September, 2022, in time for budget consideration for possible construction in 2023.

\$300,000.00 was approved in the 2022 budget for design of the Phase 3 scope of work.

Attached are proposals from Phil Vaughan Construction Management, Inc., and Jeff Johnson Architectural.

Jeff Johnson Architectural (JJA) will be providing design team services and Phil Vaughan Construction Management, Inc., (PVCMI) will provide Owner's Representative Services for Design and Pre-construction Services.

The Scope of Work for Phase 3 design, as well as the milestone dates for design, CM/GC selection, and Guaranteed Maximum Price approval, is enumerated in Phil Vaughan's memo.

Also attached is the Phase 3 Master Project Budget, prepared by Phil Vaughan Construction Management, Inc.

Both PVCMI and JJA have performed at exceptional levels during design development, pre-construction services, and construction of Phase 1 and Phase 2.





Staff requests approval of the Master Project Budget of \$248,677.00 which includes a project contingency of \$22,607.00 (10%), and authorization to sign agreements with:

Jeff Johnson Architectural for design team service in the amount of \$129,445.00;

Phil Vaughan Construction Management for Owner's Representative Services and Pre-construction Services in the amount of \$96,625.00,

for a total of \$248,677.00, and requests that the City Manager be authorized to sign change orders within the approved project budget amount.

Thank you,

Tom Whitmore

Parks & Recreation / Grounds and Facilities Director



CITY OF RIFLE

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EXHIBIT H



February 11, 2022

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

Dear Mr. Whitmore,

Please find below estimated Owner's Representative services during the design and pre-construction process for the Rifle City Hall Phase 3 Improvements.

The Rifle City Hall Phase 3 Improvements will consist of the following work that comports to the 6/9/19 Property Condition Assessment that we prepared for the City of Rifle.

A. Rifle City Hall Phase 3 Improvements Scope of Work

- 01- Temporary Offices for Rifle City Hall staff
Relocation of Rifle City Hall staff to a temporary facility at the South end of the Brenden Rifle 7 parking lot.
Factory-built structures including offices, restrooms and conference rooms. Space planning.
Site planning
Utilities including potable water, sanitary sewer, electricity and communications.
- 02- Demolition of all remaining ceilings in the building
- 04- Masonry wall at North side of building repair/replacement
- 06- Replacement of selected counters and casework
- 07- Vinyl siding replacement
South wall wainscoting replacement
Covered gutter system and downspout installation

Exterior wall evaluation for insulation at exterior wall areas that may be disturbed during the course of Phase 3 work.

08- Remove and replace all existing exterior windows. The new windows installed in Phase 1 and Phase 2 will not be replaced.

Remove and replace all aluminum storefront doors

Remove and replace all interior doors and frames that have not been replaced in Phase 1 or Phase 2.

09- Stair tread and riser upgrades

Replace stairway railings to meet current building code (4" ball rule)

Replace flooring not replaced during Ph 1 and Ph 2

Repair drywall and prime and paint walls

Install new ceilings throughout the building, taking into account the work completed in Phase 1 and Phase 2.

Automated blinds with thermostatic control in the Main Floor concourse to control solar gain. Hardwired.

Interior design of the City Council room including a lighting study and use of a lighting controller.

14- Elevator

Investigation of a new elevator to add a station at the 3rd floor. Design Proposal Add Alternate #2

21- Fire Suppression system updating and extension to all areas in the building.

22- Remove and replace water service PRV and backflow

Remove and replace the 75 gallon water heater

23- HVAC

Redesign of the heating, ventilation and cooling system, taking into account the work completed in Phase 1 and Phase 2.

24- Demolition and installation of new switch gear, panels, receptacles, switches, switch plates and interior and exterior light fixtures, taking into account the work completed in Phase 1 and Phase 2. Add receptacles for electrical and communications in each office.

28- Fire Alarm system upgrade in the remainder of the building

32- Timber retaining wall at North replacement

Prepare an updated landscape design- Design Proposal Add Alternate #1

Fence the existing emergency generator

Provide a location for 2- 6 cubic yard solid waste dumpsters for use by Rifle City Hall

Multiple divisions- 3rd floor buildout- structural design for floor, space programming, 2 restrooms, mechanical/electrical/plumbing design.

B. Design and Budgeting Schedule

3/2/22- Rifle City Council Meeting for consideration of the Design proposal

3/3/22- Issue the Construction Manager/General Contractor Request for Proposal

3/21/22- Construction Manager/General Contractor proposals due

4/6/22- Rifle City Council meeting to review and approve the Construction Manager/General Contractor contract

4/8/22- 100% Schematic Design Submittal

TBD- Cost estimate submittal from the Construction Manager/General Contractor

5/27/22- 100% Design Development Submittal

TBD- Cost estimate submittal from the Construction Manager/General Contractor

7/21/22- 90% Construction Design Submittal

TBD- Cost estimate submittal from the Construction Manager/General Contractor

8/5/22- 100% Construction Document Submittal

9/7/22- Guaranteed Maximum Price submittal from the Construction Manager/General Contractor

9/21/22- Issuance of the Rifle City Hall Guaranteed Maximum Price to Rifle City Council.

C. PVCMI Owner's Representative services during the design and pre-construction process

- i. Preparation of the AIA contract between the City of Rifle and Jeff Johnson Architectural P.C. and AIA project general conditions in coordination with Tom Whitmore and Jim Neu, Esq.
Estimated hours: 30

- ii. Coordination of the design process for Rifle City Hall Phase 3 and relocation of Rifle City Hall staff to a temporary facility at the South end of the Brenden Rifle 7 parking lot.

These services will include organizing, leading, attending and taking and issuing meeting minutes at weekly design meetings between 3/2/22 and 9/21/22. 29 weeks duration.

Estimated hours: 29 weeks x 19 hours per week= 551 hours

- iii. Prepare documents and issue the Request for Proposal for Construction Manager/General Contractor. Conduct the selection process, lead interviews and attend the Rifle City Council meeting for consideration of the contract. Prepare the AIA contract between the City of Rifle and the selected Construction Manager/General Contractor.

Estimated hours: 60

- iv. Review and comment on the Construction Manager/General Contractor 3 progress cost estimate submittals and the Guaranteed Maximum Price.

Estimated hours: 4 x 20 hours per estimate review time= 80 hours

- v. Prepare for and attend the 9/21/22 Rifle City Council meeting and 3 additional follow-up sessions/meetings to discuss the project budget.

Estimated hours: 4 x 10 hours= 40 hours

Estimated hours: 761 @\$125/hr.= \$95,125.00

Estimated copies: \$1,500.00

Total Estimated Services during design: \$96,625.00

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

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

Thank you for the opportunity to serve you.

Please contact me with any further questions.

Sincerely,



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

Approval

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

IN WITNESS WHEREOF, the parties have executed Exhibit H as of March____, 2022.

CITY OF RIFLE, COLORADO

By: Tommy Klein, City Manager

PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC.:



By: Philip B. Vaughan, President

Phil Vaughan Construction Management, Inc.
Fee Schedule
2022

Owner's Representation

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

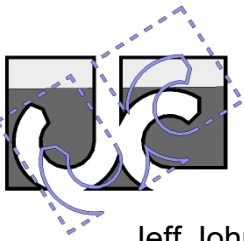
Miscellaneous Charges

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

Direct Project Expenses

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

Agreement for Architectural Services



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

This Agreement is effective as of

Monday, February 14, 2022

by and between Client,

City of Rifle
202 Railroad Avenue
Rifle, CO 81650

and

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

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

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

DESCRIPTION OF SERVICES:

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

City of Rifle Phase 3 Improvements:

Provide Schematic Design, Design Development, and Construction Drawings of Rifle City Hall MEP Improvements; scope provided through Owner documentation on January 20, 2022; including additional items as outlined in e-mail provided February 10, 2022, (attached)

SCHEDULE:

Jeff Johnson Architectural PC estimates these services will be completed on August 5, 2022, assuming minimal changes to the description of services.

Scheduling Milestones:

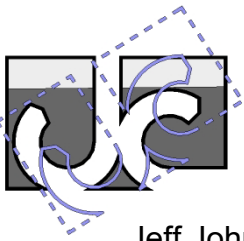
03/02/22-	Rifle City Council approval
04/08/22-	100% Schematic Design submittal
05/27/22-	100% Design Development submittal
07/21/22-	90% Construction Design submittal
08/05/22-	100% Construction Design submittal

The owner is aware that many factors outside Jeff Johnson Architectural PC's control may affect the ability to complete the services within the time frame provided for in this agreement. Jeff Johnson Architectural PC will perform these services with reasonable diligence and expediency consistent with sound professional practice and is contingent on availability of information and documentation that is required by others to perform the services.

PAYMENT:

Jeff Johnson Architectural PC agrees to perform the services, as described above, based on a combined Not to Exceed Lump Sum of **\$ 129,445.00** (one hundred twenty-nine thousand four hundred forty-five dollars).

Agreement for Architectural Services



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

Design Services Breakout:

Architect	\$ 30,725.00
MEP	\$ 45,120.00
Structural	\$ 15,000.00
Civil Engineer	\$ 24,900.00
Landscape Architect	\$ 8,300.00
<i>(Reference attached Contracts, hourly pay rates, and confirming e-mails; available at time of proposal date, attached)</i>	
Miscellaneous Expenses:	\$ 5,400.00
<i>(Includes reimbursable, per diem, travel expenses, printing, etc)</i>	
<i>(This amount is capped and drawn from with backup information)</i>	

Total: **\$ 129,445.00**

TERM/TERMINATION:

The proposed service fee within this Agreement is valid for 20 days. This Agreement shall terminate automatically upon completion by Jeff Johnson Architectural PC of the Services required by this Agreement. This agreement may also be terminated by the Owner, or the Architect, should the other fail to perform its obligation hereunder. In the event of termination or suspension, the Client shall pay Jeff Johnson Architectural PC for all design services rendered to the date of the termination along with all reimbursable expenses.

NOTICES:

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

IF for Owner: City of Rifle
202 Railroad Avenue
Rifle, CO 81650

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

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

ENTIRE AGREEMENT:

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

AMENDMENT:

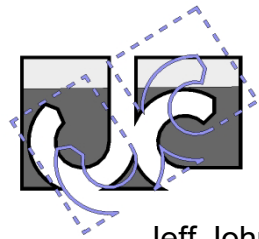
This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY:

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

WAIVER OF CONTRACTUAL RIGHT:

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



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

Agreement for Architectural Services

CORPORATE PROTECTION:

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

ACCEPTANCE OF AGREEMENT FOR ARCHITECTURAL SERVICES:

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

Rifle City Hall Phase 3 Improvements:

By: _____ Date: _____
City of Rifle

Party providing services:

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





West Ave

provide City sidewalk on North

MODULAR BUILDING

R410037
21771620042

Likely entrance

Shared Parking

ROW

Pre-Schematic

February 11, 2022

PH: 970-625-0580

Attn: Jeff Johnson
Jeff Johnson Architectural, PC 136 East 3rd Street
Rifle, CO 81650

Re: Rifle City Hall phase 3 Improvements, Rifle, Colorado

Dear Jeff:

We are pleased to provide you with this proposal for electrical/mechanical engineering services for the above project. The scope of work as we understand it is to provide engineering services to replace and upgrade the electrical/mechanical/plumbing systems for the entire building of approximately 20,100 square feet currently used as the Rifle City Hall, Colorado. Areas remodeled in phases 1 and 2 are not part of this scope. There will not be any construction administration included in this proposal.

Based on the information that was provided to us by the owner, our scope of work will include the following engineering services:

A. The following work is included.

- 1) Schematic design phase
- 2) Design Development
- 3) Construction Document Phase.
- 4) Weekly design meetings by phone, approximately 22 separate meetings between 30 to 60 minutes in duration.

The engineering services will include the following:

B. Electrical Engineering services will be provided as follows:

- 1) Survey of existing panels to verify wiring sizes and types, breaker types and ratings, panel board types and ratings. Recommendation on the replacement of feeder and branch circuit wiring found to be hazardous. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required.
- 2) Coordination with equipment manufacturer to verify if entrance gear is obsolete or if equipment and breakers can be replaced or rebuilt.
- 3) Investigate additional surge protection that are present or could be required by the NEC, ie a listed SPD shall be installed in or on all emergency system switchboards and panel boards.
- 4) Coordination with equipment manufacturer for replacement of new panel

boards.

- 5) Load survey of incoming power at main panel, to verify capacity for new loads. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 6) Load survey at emergency panel EDP to verify load on panel and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 7) Load survey at Motor Control Center (MCC) for verification of ratings, wiring and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 8) Load survey panel EM for verification of sizing, wiring and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 9) Load survey panel BP for verification of sizing, wiring and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 10) Load survey panel UP for verification of sizing, wiring and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 11) Review of equipment on emergency panels that would indicate which circuits to remove from emergency power and which are to remain.
- 12) Review of special lighting requirements for the council chambers including lighting control and new LED lighting.
- 13) Code review of receptacle and circuit requirements per the 2020 National electrical code.
- 14) Replacement of all light switches, receptacles and upgrade the lighting with LED type fixtures all interior and exterior building lights.
- 15) Calculation of all fault currents and arc flash calculations using industry standard software SKM, to be documented on panels per code.
- 16) Phone meetings for coordination of new equipment.
- 17) Provide full booklet specifications in the engineer's standard format.
- 18) Provide evaluation of proposed new elevator loads.
- 19) Provide electrical design for temporary employee offices to be used during construction.
- 20) Provide electrical design for the build out of approximately 1225 square feet on the third floor, including rest rooms.

C. Mechanical Engineering services will be provided as follows:

- 1) Design replacement to the existing water service entrance.
- 2) Design replacement to the existing domestic water heater.
- 3) Work with the owner and design team to evaluate energy costs differences between 2 exterior wall insulation proposals.
- 4) Provide mechanical design for any items needed on the new elevator.
- 5) Review different options for replacement of the mechanical systems with the owner and design team. This includes teleconferences with the team as needed for coordination of the design.
- 6) Design buildout of approximately 1,225 square feet on the third floor

with additional floor space including bathrooms.

- 7) Design replacement of the existing mechanical systems to include the main system equipment and ductwork.
- 8) Design replacement of all terminal mechanical equipment in the building as needed for the revised floor plans.
- 9) Work with the owner and design team to change the control system to match the existing used in other city facilities
- 10) Provide full booklet specifications in the engineer's standard format

D. The following consulting services are available, however not included in this contract.

- 1) Weekly or Monthly meetings during construction.
- 2) Weekly or Monthly construction reviews or reviews beyond those identified in A.1.
- 3) Addition of Phases beyond those identified in A.1, i.e.:SD,DD,GMP,CD,CA or PC.
- 4) Change in delivery format from that identified in B, i.e.: (Bid/Negotiated/Design Build/Construction Manager/Multiple Bid Packages).
- 5) Drawings and Specification for alternates or change orders other than those required as a result of negligent error or omission by the consultant.
- 6) Evaluation and revisions to Drawings and Specifications for substitution or changes proposed by the contractor or owner.
- 7) Consultation and services related to fire, vandalism, theft, public hearing, legal, etc.
- 8) Preparation of reports or detailed studies for optional systems, life cycle costing or value engineering beyond the judgment of the consultant.
- 9) Fuel consumption or cost study
- 10) Detailed cost estimate.
- 11) As-built drawings of the facility.
- 12) Record drawings including presentation of addenda, change orders and transfer of contractor as-builts to original drawings.
- 13) Preparation of specification in format different from Engineers Standard.
- 14) Preparation of pre-bid or preconstruction meeting

In the event "Value Engineering" is applicable after the Design Development Phase, ACM Consulting and Engineering shall be compensated for additional time for the re-design and shall have the opportunity to object (in writing) to the value-engineered portion of the project. If any out-of-scope services are required, additional compensation will be negotiated with the client and shall be paid to ACM Consulting and Engineering.

Our fee for the above-mentioned work will be not to exceed \$45,120 dollars plus expenses outlined in Standard terms and conditions. Any other site visits will be at current costs. We are including Teleconference meetings as shown in A.4, any additional teleconferences or meetings will be billed at the rate of \$105 per hour per each attendee. Additional site visits will be billed at a rate of \$520.78 per visit with maximum time of 2 hours at the site.

This proposal letter shall remain valid for 30 days. After 30 days, please contact ACM for a revised proposal. Costs for expedited delivery (Federal Express, etc.) at your request will be billed at cost. Payment is due in full upon completion of our services, or if billed in monthly increments, as stated on the billing. If the project is placed on hold, or our work is ordered to be suspended for more than 30 days, ACM Consulting and Engineering shall be compensated for services performed, prior to notice of suspension.

This proposal is made with the understanding that the fee arrangement, scope, and general terms and conditions are the basis for the offering of services. Changes to any of these items will be reviewed for adjustments to the fee, scope or other conditions. ACM Consulting and Engineering shall not agree to or be held to any changes made to this proposal unless specifically initialed and re-signed by ACM Consulting and Engineering. If this proposal meets with your approval, please return a signed copy of this letter to us. Upon verbal or written acceptance of this proposal, this letter becomes an agreement of which the Terms and Conditions attached become a part.

Our work on this project will begin at your direction; please return a signed copy of this agreement to us at your convenience.

Sincerely,
ACM Consulting and Engineering.
A. Joel Martinez, P.E.
AJM/ajm

PROPOSAL ACCEPTED:

Name: _____

Title _____

Company _____

Date _____

Standard Terms and Conditions

In these Terms and Conditions, all references to the Firm shall refer to ACM Consulting and Engineering. All references to the Client shall refer to whom the proposal is addressed.

Jeff Johnson
Rifle City Hall phase 3 Improvements, Rifle, Colorado
February 11, 2022

CONSTRUCTION METHODS AND JOBSITE SAFETY: ACM Consulting and Engineering shall not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work.

SITE VISITS: Site Visits are for observation and recommendation only. Firm may make requested Site Visits to the project for the purposes of design and to become generally familiar with the progress of the Work. The Firm will not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, or any other entity furnishing materials or performing any work on the project.

EXISTING CONDITIONS: Client agrees to indemnify and hold harmless the Firm from any damages, liability and costs associated with connecting to existing features, except those damages, liabilities, and costs resulting from the sole negligence or willful misconduct of the Firm.

HAZARDOUS MATERIALS (Encountered or Suspected): It is acknowledged by Client that the Firm's scope of work does not include any services related to asbestos or hazardous or toxic materials, whether encountered or suspected. Client agrees to indemnify and hold harmless the Firm, its officers and employees, from and against any and all claims, losses, or costs, including reasonable attorneys' fees and defense costs, arising from, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products that exist on, about, or adjacent to the jobsite.

ADDITIONS OR CHANGES TO THE WORK: Changes to the proposed scope of services required by the Client, or changes in the existing conditions of the project, or re-design work required through no fault of the Firm, caused by the Client, Owner, Contractor, or any other entity associated with the project, shall result in appropriate adjustments made to the compensation payable to the Firm for its services. A reasonable amount of re-design is expected in this design and is included in the proposed fee. Re-design includes items such as floor plan changes, Owner changes, or changes in existing conditions. Any additional work (Extra Service) which is not included in the above fees will be done after Client's approval at the then current hourly rates

PAYMENT: Payments to the Firm shall not be withheld, postponed or made contingent on the construction, completion or success of the project, or upon receipt by the Client of offsetting funding or reimbursement from other parties. The amount due and invoiced that is over 30 days late shall accrue interest at a rate of 1% per month, compounded daily. The Client shall disclose to the Engineer, prior to the execution of this Agreement, any contingent or other special provisions relative to compensation that are included in the Client's understanding with the Owner or in the Prime Agreement. The Engineer shall submit, in timely fashion, statements for Services, Additional Services and Reimbursable Expenses. The Client shall review such statements and, if they are considered incorrect or untimely, the Client shall review the matter with the Engineer and confirm, in writing to the Engineer within ten days from receipt of the Engineer's billing, the Client's understanding of the disposition of the issue

PURCHASE ORDERS: If the Client chooses to execute a purchase order for services under this Agreement Letter, the Client agrees that the terms and conditions of this Agreement shall apply to each such purchase order and shall prevail over any conflicting or similar term and condition in the purchase order.

NON-PAYMENT: Non-payment will result in suspension of work on the project. In the event of cancelation of the project or of the severing this contract between you(the client) and ACM, you shall make payment for all work performed to date of cancellation or severance. The Engineer reserves the right to withhold or withdraw documents prepared by the Engineer from subsequent design, permit or construction use if payment for service is subject to Collection.

INDEMNIFICATION: Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, employees, and sub-consultants from and against all damage, liability, and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this proposal, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Firm and his sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Firm and his sub-consultants to all those named shall not exceed \$50,000 for services rendered on this project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ELECTRONIC FILE TRANSFER: During the project, electronic files requested to be provided by the Firm or to the Firm, shall be considered preliminary and Not For Construction. The Firm will not deliver or transfer files to any third party, but to the Client only. It shall be the responsibility of the Client to monitor any third party usage of the electronic media. Usage of these files shall be for convenience only, and any liability or costs associated with electronic media which may be found at any time to contain computer viruses or corrupted file information, shall not be the responsibility of the Firm. Client and any third parties to whom electronic file information is transferred, will be expected to provide its own anti-virus protection to lessen the risk of any electronic file transfer damages.

DISPUTE RESOLUTION: Any claims or disputes arising regarding the firm's services on the project shall be submitted to non-binding mediation as the primary method of dispute resolution between all parties. The Client and the Firm further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

TERMINATION OF SERVICES: This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, and all reimbursable expenses.

VALUE ENGINEERING: Cheaper alternatives are not always in the best interest of the Client and generally involve some degree of reduced quality in products or systems. Client understands that the result of Value Engineering may mean increased life cycle costs, increased operation and maintenance, threatened project or public safety, increased liabilities, and increased errors or omissions if time schedules are not adjusted to allow for Value Engineering changes. Client acknowledges that in the event Value Engineering is initiated, the Firm shall have adequate time to review and the right to object to the recommendations made by the Value Engineering entity, and that the responsibility for the Value Engineering re-design shall be limited by the applicable objection made by the Firm. Additional time and expense caused the Firm due to Value Engineering shall be compensated. Client further understands that if the Value Engineering items are incorporated into the Construction Documents above objection by the Firm, the Client agrees, to the fullest extent permitted by law, to waive all claims against the Firm and to hold harmless the Firm from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such changes required by the Client.

From: [Bob Oddo](#)
To: [Jeff Johnson](#)
Subject: Rifle Elevator and floor addition
Date: Monday, February 14, 2022 2:00:45 PM
Attachments: [2022 Oddo Fee Schedule.pdf](#)

Jeff,

Enclose is Oddo rate sheet

We can work hourly....Rough estimate \$15,000 for structural work

Thank you

Bob

Robert Oddo, P.E.
Oddo Engineering, Inc.
713 Cooper Avenue, Suite 200
Glenwood Springs, CO 81601
p. 970.945.1006
www.oddogws.com



2022
HOURLY RATES
ODDO ENGINEERING, INC.

PERSONNEL CHARGES

Senior Engineer (P.E.)	\$200.00/hr
Project Engineer (P.E.)	125.00/hr
Structural Designer/Drafting	100.00/hr
Secretarial	60.00/hr

OTHER CHARGES

Prints and Copies	
Photocopies	\$0.10/ea
Color Photocopies	1.00/ea
Bond Prints	2.90/ea
Fax Charges	1.00/pg
Inkjet Plotter	
24 X 36 Prints	\$15/sheet
30 X 42 Prints	18.50/sheet
Vehicle Mileage	0.40/mi
Courier Service	15.00/delivery



5970 Greenwood Plaza Blvd
Greenwood Village, CO 80111
Phone: 303-751-0741
www.merrick.com

February 14, 2022

Jeff Johnson
Jeff Johnson Architectural, PC
136 East Third Street
Rifle, CO 81650

RE: PROPOSAL FOR THE RIFLE CITY HALL RELOCATION SITE

Dear Mr. Johnson,

Merrick & Company (Merrick) is pleased to present this proposal for the Rifle City Hall Relocation Site in Rifle, Colorado. Merrick proposes to provide professional services as described in the attached proposal.

We sincerely appreciate the opportunity to present this proposal and look forward to working with you. Please do not hesitate to contact me if you have any questions or need any additional information.

Respectfully,

MERRICK & COMPANY

Carson Besgrove, PE
Project Manager

**PROPOSAL FOR THE
RIFLE CITY HALL RELOCATION SITE
CIVIL DESIGN**

PROJECT DESCRIPTION

This proposal is provided for the design and preparation construction documents for the Rifle City Hall Relocation Site in Rifle, Colorado. Exhibit A depicts the proposed site, the site is approximately 0.60 acres located on the northwest corner of Highway 6 and West Avenue.

It is our understanding the city is planning to place a modular office building on the site that will require sidewalks for ADA access, electric service, sanitary sewer service, and potable water service. The site will not require any parking and will share parking with the adjacent theater.

SCOPE OF SERVICES

1. Design Survey, Collection, and Depiction of Existing Subsurface Utility Data

Provide a design survey and utility locates to be used for design. The design survey will be used to create a topographic map of the site, locate existing utilities, and identify tie-in locations for sidewalk, sanitary sewer service, and potable water service. The utility locates will be completed in accordance with Colorado Senate Bill 18-167 (*...Requirements related to the Location of Underground Facilities*). The existing subsurface utility data will be collected and depicted according to ASCE 38-02, (*Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*).

2. Grading, Drainage, and Sidewalk Plan

Based on the design survey Merrick will determine if any grading will be required on site for the placement of the modular building, ADA access, and stormwater drainage. Construction documents will be prepared detailing the sidewalk/curb ramp(s), grading, and drainage improvements. It is assumed the drainage improvements, if any will consist of a grass swale and temporary sediment basin to provide water quality.

3. Erosion Control Plan

Prepare an erosion control plan depicting the erosion control measures required during construction.

4. Sanitary Sewer and Water Service Plan

Prepare a sanitary sewer and water service plan depicting the service connections, sizing, and water meter location.

5. Meetings and Coordination

This task includes the meetings and coordination with the local agencies and other consultants for plan approval. For this task, eight hours of project manager effort was assumed.

SCHEDULE

We anticipate the project to start Fall of 2022. Upon receiving notice to proceed, it is anticipated Merrick will be able to complete the Scope of Services within 4 weeks.

EXCLUSIONS

The following services and any services not specifically described in the Scope of Services, are not included in Merrick's basic service. An undertaking for Additional Services shall not be presumed by course of conduct or custom in the industry. Additional Services may be provided if authorized by Client in writing. Additional Services shall be paid by client as provided in the Agreement, in addition to the compensation for Merrick's basic services.

1. Site ALTA, plat, and legal descriptions
2. Setting/locating monuments at property boundary
3. Drainage Report
4. Opinion of Probable Construction Costs
5. Stormwater Management Plan
6. Bid documents, specifications, and bid support
7. Construction administration
8. As-built documentation
9. Water system modeling and report
10. Water system pressure test
11. Stormwater detention design, it is assumed stormwater runoff will be treated by an on-site sediment basin.
12. Obtaining permits
13. Obtaining title commitments
14. Public coordination
15. Analysis of the structural integrity of existing infrastructure
16. Capacity calculations for existing utilities
17. Lighting design and photometric plans
18. Landscape and irrigation plans
19. Traffic control plans
20. Dewatering plans
21. Traffic studies and signal design
22. Pavement design
23. Open channel design
24. Manhole design
25. Dry utility design
26. Retaining wall, handrail, screen wall, and landscape wall design

- 27. Determination of jurisdictional waters or wetlands and U.S. Army Corps of Engineers permitting
- 28. Floodplain delineations and permitting including FEMA CLOMRs and LOMRs.
- 29. Environmental studies
- 30. Geotechnical and geology reports
- 31. Colorado Department of Public Health and Environment (CDPHE) preliminary engineering reports

COMPENSATION

Merrick proposed to complete the Scope of Services on a Time and Material Not to Exceed Lump Sum (LS) basis. The Lump Sum budget would be **\$24,900**.

From: [devin.gardiner](#)
To: [Jeff Johnson](#)
Subject: RE: Rifle City Hall Landscape Improvements
Date: Monday, February 14, 2022 9:55:18 AM

Jeff,

I was able to swing by the Town Hall on Friday and took pictures. I have a good grasp on the scope as Phil outlined below. For the Town Hall – General design for property; focusing on items below; CDs and Specs would be around \$6,500. For the town I would charge site visit for CA as an add service as requested @ \$120/hr. Rate of \$120 is at a 20% public work discount.

For the temp site – \$1,800 for design and coordination. I would like to be able to design and use something there that can be moved to the town hall or somewhere more permanent.

Let me know if you have any questions.

Devin Gardiner, PLA



Piñon Sage Landscape Architects
970.379.0816 | Carbondale, Colorado
Landscape Architecture | Environmental Planning | Residential/Resort Design

From: Jeff Johnson <jeff@jjarchitectural.com>
Sent: Thursday, February 10, 2022 12:46 PM
To: devin.gardiner <devin@pinonsage.com>
Subject: Rifle City Hall Landscape Improvements

Devin,

Thank you for speaking with me,

As we briefly discussed, please find two PDF site plans showing two separate designs.

The Rifle City Hall Property has a scope of work as follows:

- Generally prepare an updated Landscape design of the property.
- Removal of northern brick walls and replace with tiered timber retaining walls and plantings
- Fence existing emergency generator and other North equipment with supplemental vegetation for screening.
- Coordinate location for 2- 6 cubic yard solid waste dumpsters for use by Rifle City Hall.
- Dress up South of building as it related to the newly installed ADA ramp. (see photos)
- Evaluate and possibly replace existing irrigation to service the new landscaping.

The Relocation Property has a scope of work as follows:

- Provide required landscaping per City of Rifle guidelines including required species of trees and plantings
- Supplemental buffer on the North and East side of the property.

Coordinate design with civil amenities like sidewalks

- <https://www.google.com/maps/@39.5299166,-107.7846965,209m/data=!3m1!1e3?hl=en>

thank you,
Jeff



Jeff Johnson Architectural, PC
136 East Third Street
Rifle, CO 81650
970-625-0580



City of Rifle- Rifle City Hall Phase 3- Master Project Budget

Date: 2/23/22

PROJECT COSTS:			Value	Notes:
Rehabilitation				
	Phase 3	CM/GC Renovation- TBD	0.00	Original CM/GC Contract Sum:
	Phase 3	Access Control-TBD	0.00	\$0.00
	Phase 3	Temporary City Hall location- Factory built structures installation and removal	0.00	
	Phase 3	Temporary City Hall location- utilities and civil work	0.00	
	Phase 3	Temporary City Hall location- Factory built structures lease	0.00	
			0.00	
			0.00	
			0.00	
		Owner Hard Cost Contingency	0.00	City of Rifle- 20% contingency
		Furniture, Fixtures, & Equipment	0.00	
		Building Permits/ Plan Review Fee	0.00	City of Rifle
		Subtotal	\$0.00	
Professional Fees				
		Phase 3- Design- Construction Manager as Adviser Architect, Mechanical Engineer, Electrical Engineer. Does not include construction administration.	226,070.00	
		Construction Accounting	0.00	
		Other (Specify)		
		Other (Specify)		
		Other (Specify)		
		Subtotal	\$226,070.00	
Construction Interim Costs				
		Hazard & Liability Insurance	0.00	
		Builder's Risk Insurance	0.00	
		Perform. & Pymt Bonds	0.00	
		Construction Interest	0.00	
		Constr. Origination Fees	0.00	
		Tap Fees (Water/Sewer)	0.00	
		Impact fees	0.00	
		Materials Testing	0.00	City of Rifle
		Power and Telecom Provider fees	0.00	
		3rd Party/Bank Inspections/Admin		
		Title & Recording		
		Construction Lender Legal Fees		
		Natural Gas and Telecommunications relocation costs	0.00	
		Other (Specify)		
		Other (Specify)		
		Subtotal	\$0.00	
Permanent Financing				
		Bond Premium		
		Bond Issue 30-day lag reserve		
		Bond Cost of Issuance		
		Discount Points		
		Perm Loan Origination	0.00	
		Title & Recording		
		Legal Fees		
		Prepaid MIP		
		Forward Rate Lock		
		Conversion Fee		
		Other (Specify)		
		Other (Specify)		
		Other (Specify)		
		Subtotal	\$0.00	
Soft Costs				
		Geotechnical/Soils Study	0.00	
		Environmental Study (Phase 1, Phase 2, Lead, Asbestos, etc.)		
		Other Studies (traffic, wetlands, etc.)		
		Green Certification Fees (LEED Certification, etc.)		
		Relocation		
		Soft Cost/Professional Fees Contingency	22,607.00	City of Rifle- 10% contingency
		Other (Specify)		
		Other (Specify)		
		Other (Specify)		
		Subtotal	\$22,607.00	
TOTAL PROJECT COSTS:			\$248,677.00	
Add Alternates Chosen for Inclusion in the project			Amount	Total with 5% Contingency
1	0			\$0.00 \$0.00
2	0			\$0.00 \$0.00
3	0			\$0.00 \$0.00
4				\$0.00 \$0.00
5				\$0.00 \$0.00
Total Add Alternates included in the project				\$0.00
TOTAL PROJECT COSTS WITH ADD ALTERNATES CHOSEN FOR INCLUSION			\$248,677.00	

Rifle City Hall Phase 3	
Owner Hard Cost Contingency Tracking Sheet	
2/23/2022	
Owner Hard Cost Contingency	
Starting Balance:	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Ending Balance/Contingency Remaining	\$0.00
Total Prime Contract Change Orders	\$0.00
Total of all change orders as a percentage of Owner's Hard Cost Contingency	#DIV/0!



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Phil Vaughan Construction	

2.	Vendor Address
	1038 County Road 323
	Rifle CO 81650

3.	For the Purchase of (description)
	Owners Representative Services
	City Hall Phase 3 Design And Preconstruction Services

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$96,625.00	\$600,000	

5.	Dept. Name	General Ledger Acct #
	Capital	206-4900-400-712

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

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	x Single Source (attach an explanation) This is Phase 3 of an ongoing project.

8.	Authorization Required
	City Manager
	x City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Tom Whitmore</i>	2/24/22
	City Manager		
	City Council Approval (meeting date)		3/02/22
10.	Purchase Order # assigned by Finance		



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Jeff Johnson Architectural PC	

2.	Vendor Address
	136 East 3rd Street
	Rifle CO 81650

3.	For the Purchase of (description)
	Architectural Services
	City Hall Phase 3 Design

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$129,445	\$600,000	

5.	Dept. Name	General Ledger Acct #
	Capital	206-4900-400-712

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

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	x Single Source (attach an explanation) This is Phase 3 of an ongoing project.

8.	Authorization Required
	City Manager
	x City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Tom Whitmore</i>	2/24/22
	City Manager		
	City Council Approval (meeting date)		3/02/22
10.	Purchase Order # assigned by Finance		



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the February 16, 2022, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the February 16, 2022, Regular Meeting

Recommended Action:

Move to approve the minutes of the February 16, 2022, 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 February 16, 2022, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 02.16.2022 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

February 16, 2022

7:00 p.m.

202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Ed Green.

Present at Roll Call:

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

Others Present:

City Manager Tommy Klein, City Clerk Misty Williams, Deputy City Attorney Joely Denkinger, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Chief of Police Debra Funston, Public Works Director Brian Prunty, Planning Director Patrick Waller, Utility Director Robert Burns, Civil Engineer Craig Spaulding and John Savage.

PUBLIC COMMENT

No public comments were heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the February 2, 2022, Regular Meeting
- B. Consider Liquor License Renewal for Kum & Go, LC dba Kum and Go #921
- C. Consider Liquor License Renewal for Kum & Go, LC dba Kum and Go #4923
- D. Designating Persons Authorized to Sign Checks – Resolution No. 3, Series of 2022
- E. Consider Purchase Request for Annual Wastewater Treatment Polymer
- F. Consider Purchase Request for Annual Wastewater Copper Removal Chemicals
- G. Consider Purchase Request for Annual Water Meter Purchases
- H. Consider Purchase Request for Annual Water Treatment Coagulant
- I. Consider Purchase Request for Annual Water Treatment Disinfectant

Councilor Brian Condie moved to approve Consent Agenda Items A,B,C,D,E,F,G,H and I; seconded by Councilor Alicia Gresley.

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

PUBLIC HEARING

Pioneer Mesa Filing 2 – Rezoning and Subdivision Final Plan Request

Mayor Ed Green opened the public hearing.

Public Hearing for Pioneer Mesa Filing 2 – Rezoning and Subdivision Final Plan Request was postponed. The applicant did not meet notice requirements and the application is being rescheduled. The public hearing will be rescheduled and the public notice will be reissued for the new meeting date.

Mayor Ed Green closed the public hearing.

Rifle City Council Meeting February 16, 2022

REGULAR AGENDA

Consider Approval of Grant of Easement for Rose Hill Cemetery Raw Water Irrigation Easement

On behalf of City Attorney Jim Neu, Deputy City Attorney Joely Denkinger presented Grant of Easement for Rose Hill Cemetery Raw Water Irrigation Easement. Property Owner John Savage provided brief summary on history of easements for this irrigation pipeline. Graham Mesa Development, LLC has now completed reconstruction of the City's raw water irrigation pipeline by burial of the surface pipeline installed previously. A new easement is being conveyed to the City for its existing location across The Farm. The Grant of Easement contains a narrative of the past pipeline right-of-ways to maintain the history and intent of the easement. With the City's acceptance of the new easement, the City is relinquishing the old pipeline easements to clear title to those locations on the Property that it no longer needs with the relocation of the pipeline. Staff recommends approval of the Grant of Easement for Rose Hill Cemetery Raw Water Irrigation Easement.

Councilor Clint Hostettler moved to Grant of Easement for Rose Hill Cemetery Raw Water Irrigation Easement; seconded by Councilor Joe Carpenter.

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

Consider Approval of Quit Claim Deed Relinquishing Old Easements

On behalf of City Attorney Jim Neu, Deputy City Attorney Joely Denkinger presented the request to vacate and terminate obsolete easements with Approval of Quit Claim Deed Relinquishing Old Easements.

Councilor Clint Hostettler moved to approve the Quit Claim Deed Relinquishing Old Easements; seconded by Councilor Chris Bornholdt.

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

Consider Approval of 3rd and Railroad Change Order #7

Civil Engineer Craig Spaulding provided explanation and requested approval of 3rd and Railroad Change Order #7 in the amount of \$83,928.79. Change Order #7 includes Tree Uplights, additions to Railroad Ave Re-opening and Traffic Control Management. Change Order #7 is within the approved street project budget.

Councilor Brian Condie moved to approve the 3rd and Railroad Change Order #7 for KSK, LLC in the amount of \$83,928.79; seconded by Councilor Clint Hostettler.

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

Consider Approval of Polysulfide Copper Removal Design

Utility Director Robert Burns explained the specifications of the Polysulfide Copper Removal Design project. The proposal received from SGM, Inc. included fees and services for the design and permitting of the full-scale sulfide coagulant dosing system at the Rifle Regional Wastewater Reclamation Facility (RRWRF). The total estimated cost for completion of the design and site application submittal to the state is \$ 36,569.00. Staff recommends approval of Polysulfide Copper Removal Design to meet all State Design Criteria for chemical systems.

Councilor Clint Hostettler moved to approve Polysulfide Copper Removal Design by SGM, Inc. in the amount of \$36,569.00; seconded by Councilor Brian Condie.

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

Report to City Manager

Reports were heard from City Manager Tommy Klein.

Comments from Mayor and Council

Comments were heard from Councilor Condie and Councilor Gresley.

Adjournment

Meeting adjourned at 7:34 p.m.

Misty Williams
City Clerk

Ed Green
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Recommended Action:

Move to approve the Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Brenden Theatre Corporation dba Brenden Rifle 7 Theatres located at 250 W. 2nd St. Rifle, CO has submitted a Beer and Wine Liquor License Renewal Application.

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

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 2022 REDACTED-Renewal Application - Brenden Theater

Submit to Local Licensing Authority

RECEIVED

FEB 18 2022

**City Clerk
 City of Rifle**

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	
Storage Permit \$100 X _____	\$ 0
Sidewalk Service Area \$75.00	\$ 0
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$ 0
Related Facility - Campus Liquor Complex \$160.00 per facility	\$ 0
Amount Due/Paid	

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name Brenden Trathes		Doing Business As Name (DBA) Brenden Rifle 7		
Liquor License # CR2021-701113	License Type Brew + Win	Sales Tax License Number 013371	Expiration Date 3/5/2022	Due Date 1/15/22
Business Address 250 W 2nd St Rifle CO 81650			Phone Number 970-355-4379	
Mailing Address SAME AS ABOVE			Email Tikuy@brenden.com	
Operating Manager Tyler Kelly	Date of Birth	Home Address		Phone Number
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No				
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No				
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery				
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No				
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No				
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No				

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business <i>WALTER EICHENBERG</i>		Title <i>Senior VP</i>
Signature <i>WSE</i>		Date <i>2/15/22</i>
Report & Approval of City or County Licensing Authority The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

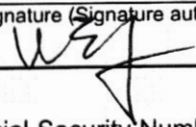
Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Boulder Therapeutic Corporation</u>		Social Security Number/Tax Identification Number <u>95-4243072</u>	
Address <u>4321 W Flamingo RD</u>			
City <u>LAS VEGAS</u>		State <u>NV</u>	Zip <u>89103</u>
Home Phone Number <u>925-655-8414</u>		Business/Work Phone Number <u>925-655-8414</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>WALTER EICHINGER</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>2/15/22</u>

Privacy Act Statement

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

Name of Establishment: Breeder Trainers

Employee Name	Trainer/Training Company Name	Date Certificate Expires
Tyler Kelly	Tom Regan RVT	7/9/24
Omar Hernandez	" " "	8/8/24
Melissa Lopez	" " "	8/8/24
Shoni Wilcoxson	" " "	8/8/24

Information about untrained employees or employees with expired certificates:

Employee Name	Manager (yes or no)	Date Hired	Date That Training Will Occur
Kellie Large	no	12/2020	8/2022
Ashley Kargma	no	12/2020	3/2022

OATH OF APPLICANT

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

WSA
Applicant

2/15/22
Date

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

Tom Regan Responsible Vendor Training

This certificate is presented to

Tyler Kelly

For passing Responsible Service of Alcohol training

Test name: Responsible Service of Alcohol

Score: 30 / 35 85.7%

This certificate is valid for three years from this date: Wed 9th Jun 2021

**Tom Regan
Certified RSOA Instructor**

CLRFDFY-S-KJGTHTSQ-XHCRPWPTH

Tom Regan Responsible Vendor Training

This certificate is presented to

Sheri Wilcoxson

For passing Responsible Service of Alcohol training

Test name: Responsible Service of Alcohol

Score: 35 / 39 89.7%

This certificate is valid for three years from this date: Sun 8th Aug 2021

**Tom Regan
Certified RSOA Instructor**

JLPSRTP LHJ-NKNWNTTN-YDRYYWBDYW

Tom Regan Responsible Vendor Training

This certificate is presented to

Melissa Lopez

For passing Responsible Service of Alcohol training

Test name: Responsible Service of Alcohol

Score: 34 / 39 87.2%

This certificate is valid for three years from this date: Sun 8th Aug 2021

**Tom Regan
Certified RSOA Instructor**

CLRVPRBSN-KVKZLGQV-XSWXXMHRPR

Tom Regan Responsible Vendor Training

This certificate is presented to

Omar Hernandez

For passing Responsible Service of Alcohol training

Test name: Responsible Service of Alcohol

Score: 37 / 39 94.9%

This certificate is valid for three years from this date: Sun 8th Aug 2021

**Tom Regan
Certified RSOA Instructor**

CLRVYRBPY-KVKZLGQL-XSWXXMHRYY



Agenda Item #8.a.

Agenda Item Name:

Pioneer Mesa Filing 2 - Rezoning and Subdivision Final Plan Request

Presenter:

Patrick Waller, Planning Director

Item Description:

Pioneer Mesa Filing 2 - Rezoning and Subdivision Final Plan Request

Recommended Action:

Notice was not met for this application - no action required

Fiscal Impact:

N/A

Operational Impact:

Water and Sewer lines are already in place for the subdivision, but will need to be brought up to City of Rifle standards. The access road to the subdivision will be privately maintained.

Prior Board Motions:

None

Background Information:

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks.

Executive Summary:

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting.

The applicant did not complete notice requirements and this application will be rescheduled.

Notification Requirements:

The applicant did not meet notice requirements and the application will be rescheduled.

Prepared By:

Patrick Waller, Planning Director

Attachments:

None



Agenda Item #8.a.i.

Agenda Item Name:

Request to Rezone Pioneer Mesa Filing 2 from LDR-PUD to Estates Zone-PUD - Ordinance No. 1 Series of 2022

Presenter:

Patrick Waller, Planning Director

Item Description:

Request to Rezone Pioneer Mesa Filing 2 from LDR - PUD to Estates Zone PUD - The applicant did not meet notice requirements and the application is being rescheduled

Recommended Action:

Notice was not met for this application - no action required

Fiscal Impact:

N/A

Operational Impact:

Water and Sewer lines are already in place for the subdivision, but will need to be brought up to City of Rifle standards . The access road to the subdivision will be privately maintained.

Prior Board Motions:

None

Background Information:

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks.

Executive Summary:

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting. This item is regarding the rezoning of the property.

The applicant did not meet notice requirements and the application is being rescheduled.

Notification Requirements:

The applicant did not meet notice requirements and the application will be rescheduled.

Prepared By:

Patrick Waller, Planning Director

Attachments:

None



Agenda Item #8.a.ii.

Agenda Item Name:

Request to Approve Final Plan for Pioneer Mesa Filing 2 - Ordinance No. 2 Series of 2022 and Subdivision Improvement Agreement

Presenter:

Patrick Waller, Planning Director

Item Description:

Request for Final Plan approval for Pioneer Mesa Filing 2 - The applicant did not meet notice requirements and the application is being rescheduled

Recommended Action:

Notice was not met for this application - no action required

Fiscal Impact:

N/A

Operational Impact:

Water and Sewer lines are already in place for the subdivision, but will need to be brought up to City of Rifle standards. The access road to the subdivision will be privately maintained.

Prior Board Motions:

None

Background Information:

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks.

Executive Summary:

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting. This item is regarding the Final Plan review.

The applicant did not meet notice requirements and the application is being rescheduled.

Notification Requirements:

The applicant did not meet notice requirements and the application will be rescheduled

Prepared By:

Patrick Waller, Planning Director

Attachments:

None



Agenda Item #9.a.

Agenda Item Name:

Consider City Hall Phase 3 Design Services, Owner's Representative and Pre-Construction Services

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

Design of Rifle City Hall Phase 3 Improvements is budgeted for 2022. Proposals for design services, Owner's Representative and Pre-construction Services, and a Master Project Budget will be presented. Jeff Johnson, of Jeff Johnson Architectural, and Phil Vaughan, of Phil Vaughan Construction Management, Inc., will be present to discuss their respective proposals and details of the project.

Recommended Action:

Move to approve the Master Project Budget of \$248,677.00, which includes \$22,607.00 (10%) contingency, and authorize staff to sign agreements with: Jeff Johnson Architectural for design team services in the amount of \$129,445.00; Phil Vaughan Construction Management, Inc., for Owner's Representative Services and Pre-construction Services in the amount of \$96,625.00 for a total budget of \$248,677.00, and authorize the City Manager to sign change orders within the approved project budget amount.

Fiscal Impact:

\$248,677.00 may be spent from the City Capital Fund.

Operational Impact:

N/A

Prior Board Motions:

Approval of Phase 1 design and construction. Approval of Phase 2 design and construction, and related Plumbing Remodel.

Background Information:

The "Property Condition Assessment" dated March 4, 2019, is referenced by consultants and staff in determining the remodel needs of Rifle City Hall.

The Property Condition Assessment was presented to City Council on April 10, 2019.

Phase 1; Finance Department reconfiguration of the customer service area, added security.

Phase 2; Reconfiguration and renovation of much of physical space, security improvements, plumbing remodel, sewer line improvements, carpeting, paint.

Executive Summary:

\$300,000.00 is budgeted to be expended from the Capital Fund in 2022 for design of Rifle City Hall Phase 3 Improvements. Proposals for design services, and Owner's Representative and Pre-construction Services are attached. The expected timeline for design completion, selection of a Construction Manager/General Contractor (CMGC), and development of a Guaranteed Maximum Price (GMP), will be September, 2022. This is an aggressive timeline that will allow for consideration in the budgeting process for construction in 2023.

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Rifle City Hall Phase 3 Design Memo
2. 2022-02-11-Rev1-Exhibit H-PVCM-Proposal-Rifle City Hall- Phase 3
3. 2022-02-14-JJA-Agreement for Design Services -2201B Rifle City Hall Phase 3- revised
4. 2022-02-23-City of Rifle-Rifle City Hall Phase 3-Master Project Budget
5. PO Request Phil Vaughan Phase 3 Owner's Rep
6. PO Request Jeff Johnson Phase 3 Design



Memo

To: Tommy Klein, City Manager

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

Date: 2/22/22

Re: Consideration of Design Services, and Owners
Representative and Pre-construction Services for Rifle
City Hall--Phase 3 Improvements

Rifle City Hall Physical and Electronic Security Improvements-Phase 2, is in the process of close-out. Design for the Phase 3 scope of work is planned for 2022. If approved, the timeline for design will allow pricing to be derived by the end of September, 2022, in time for budget consideration for possible construction in 2023.

\$300,000.00 was approved in the 2022 budget for design of the Phase 3 scope of work.

Attached are proposals from Phil Vaughan Construction Management, Inc., and Jeff Johnson Architectural.

Jeff Johnson Architectural (JJA) will be providing design team services and Phil Vaughan Construction Management, Inc., (PVCMI) will provide Owner's Representative Services for Design and Pre-construction Services.

The Scope of Work for Phase 3 design, as well as the milestone dates for design, CM/GC selection, and Guaranteed Maximum Price approval, is enumerated in Phil Vaughan's memo.

Also attached is the Phase 3 Master Project Budget, prepared by Phil Vaughan Construction Management, Inc.

Both PVCMI and JJA have performed at exceptional levels during design development, pre-construction services, and construction of Phase 1 and Phase 2.





Staff requests approval of the Master Project Budget of \$248,677.00 which includes a project contingency of \$22,607.00 (10%), and authorization to sign agreements with:

Jeff Johnson Architectural for design team service in the amount of \$129,445.00;

Phil Vaughan Construction Management for Owner's Representative Services and Pre-construction Services in the amount of \$96,625.00,

for a total of \$248,677.00, and requests that the City Manager be authorized to sign change orders within the approved project budget amount.

Thank you,

Tom Whitmore

Parks & Recreation / Grounds and Facilities Director



CITY OF RIFLE

202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650

WWW.RIFLECO.ORG

(970) 665-6480 • TWHITMORE@RIFLECO.ORG

EXHIBIT H



February 11, 2022

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

Dear Mr. Whitmore,

Please find below estimated Owner's Representative services during the design and pre-construction process for the Rifle City Hall Phase 3 Improvements.

The Rifle City Hall Phase 3 Improvements will consist of the following work that comports to the 6/9/19 Property Condition Assessment that we prepared for the City of Rifle.

A. Rifle City Hall Phase 3 Improvements Scope of Work

- 01- Temporary Offices for Rifle City Hall staff
Relocation of Rifle City Hall staff to a temporary facility at the South end of the Brenden Rifle 7 parking lot.
Factory-built structures including offices, restrooms and conference rooms. Space planning.
Site planning
Utilities including potable water, sanitary sewer, electricity and communications.
- 02- Demolition of all remaining ceilings in the building
- 04- Masonry wall at North side of building repair/replacement
- 06- Replacement of selected counters and casework
- 07- Vinyl siding replacement
South wall wainscoting replacement
Covered gutter system and downspout installation

Exterior wall evaluation for insulation at exterior wall areas that may be disturbed during the course of Phase 3 work.

08- Remove and replace all existing exterior windows. The new windows installed in Phase 1 and Phase 2 will not be replaced.

Remove and replace all aluminum storefront doors

Remove and replace all interior doors and frames that have not been replaced in Phase 1 or Phase 2.

09- Stair tread and riser upgrades

Replace stairway railings to meet current building code (4" ball rule)

Replace flooring not replaced during Ph 1 and Ph 2

Repair drywall and prime and paint walls

Install new ceilings throughout the building, taking into account the work completed in Phase 1 and Phase 2.

Automated blinds with thermostatic control in the Main Floor concourse to control solar gain. Hardwired.

Interior design of the City Council room including a lighting study and use of a lighting controller.

14- Elevator

Investigation of a new elevator to add a station at the 3rd floor. Design Proposal Add Alternate #2

21- Fire Suppression system updating and extension to all areas in the building.

22- Remove and replace water service PRV and backflow

Remove and replace the 75 gallon water heater

23- HVAC

Redesign of the heating, ventilation and cooling system, taking into account the work completed in Phase 1 and Phase 2.

24- Demolition and installation of new switch gear, panels, receptacles, switches, switch plates and interior and exterior light fixtures, taking into account the work completed in Phase 1 and Phase 2. Add receptacles for electrical and communications in each office.

28- Fire Alarm system upgrade in the remainder of the building

32- Timber retaining wall at North replacement

Prepare an updated landscape design- Design Proposal Add Alternate #1

Fence the existing emergency generator

Provide a location for 2- 6 cubic yard solid waste dumpsters for use by Rifle City Hall

Multiple divisions- 3rd floor buildout- structural design for floor, space programming, 2 restrooms, mechanical/electrical/plumbing design.

B. Design and Budgeting Schedule

3/2/22- Rifle City Council Meeting for consideration of the Design proposal

3/3/22- Issue the Construction Manager/General Contractor Request for Proposal

3/21/22- Construction Manager/General Contractor proposals due

4/6/22- Rifle City Council meeting to review and approve the Construction Manager/General Contractor contract

4/8/22- 100% Schematic Design Submittal

TBD- Cost estimate submittal from the Construction Manager/General Contractor

5/27/22- 100% Design Development Submittal

TBD- Cost estimate submittal from the Construction Manager/General Contractor

7/21/22- 90% Construction Design Submittal

TBD- Cost estimate submittal from the Construction Manager/General Contractor

8/5/22- 100% Construction Document Submittal

9/7/22- Guaranteed Maximum Price submittal from the Construction Manager/General Contractor

9/21/22- Issuance of the Rifle City Hall Guaranteed Maximum Price to Rifle City Council.

C. PVCMI Owner's Representative services during the design and pre-construction process

- i. Preparation of the AIA contract between the City of Rifle and Jeff Johnson Architectural P.C. and AIA project general conditions in coordination with Tom Whitmore and Jim Neu, Esq.
Estimated hours: 30

- ii. Coordination of the design process for Rifle City Hall Phase 3 and relocation of Rifle City Hall staff to a temporary facility at the South end of the Brenden Rifle 7 parking lot.

These services will include organizing, leading, attending and taking and issuing meeting minutes at weekly design meetings between 3/2/22 and 9/21/22. 29 weeks duration.

Estimated hours: 29 weeks x 19 hours per week= 551 hours

- iii. Prepare documents and issue the Request for Proposal for Construction Manager/General Contractor. Conduct the selection process, lead interviews and attend the Rifle City Council meeting for consideration of the contract. Prepare the AIA contract between the City of Rifle and the selected Construction Manager/General Contractor.

Estimated hours: 60

- iv. Review and comment on the Construction Manager/General Contractor 3 progress cost estimate submittals and the Guaranteed Maximum Price.

Estimated hours: 4 x 20 hours per estimate review time= 80 hours

- v. Prepare for and attend the 9/21/22 Rifle City Council meeting and 3 additional follow-up sessions/meetings to discuss the project budget.

Estimated hours: 4 x 10 hours= 40 hours

Estimated hours: 761 @\$125/hr.= \$95,125.00

Estimated copies: \$1,500.00

Total Estimated Services during design: \$96,625.00

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

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

Thank you for the opportunity to serve you.

Please contact me with any further questions.

Sincerely,



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

Approval

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

IN WITNESS WHEREOF, the parties have executed Exhibit H as of March____, 2022.

CITY OF RIFLE, COLORADO

By: Tommy Klein, City Manager

PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC.:



By: Philip B. Vaughan, President

Phil Vaughan Construction Management, Inc.
Fee Schedule
2022

Owner's Representation

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

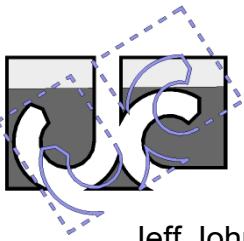
Miscellaneous Charges

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

Direct Project Expenses

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

Agreement for Architectural Services



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

This Agreement is effective as of

Monday, February 14, 2022

by and between Client,

City of Rifle
202 Railroad Avenue
Rifle, CO 81650

and

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

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

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

DESCRIPTION OF SERVICES:

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

City of Rifle Phase 3 Improvements:

Provide Schematic Design, Design Development, and Construction Drawings of Rifle City Hall MEP Improvements; scope provided through Owner documentation on January 20, 2022; including additional items as outlined in e-mail provided February 10, 2022, (attached)

SCHEDULE:

Jeff Johnson Architectural PC estimates these services will be completed on August 5, 2022, assuming minimal changes to the description of services.

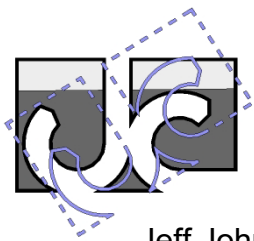
Scheduling Milestones:

03/02/22-	Rifle City Council approval
04/08/22-	100% Schematic Design submittal
05/27/22-	100% Design Development submittal
07/21/22-	90% Construction Design submittal
08/05/22-	100% Construction Design submittal

The owner is aware that many factors outside Jeff Johnson Architectural PC's control may affect the ability to complete the services within the time frame provided for in this agreement. Jeff Johnson Architectural PC will perform these services with reasonable diligence and expediency consistent with sound professional practice and is contingent on availability of information and documentation that is required by others to perform the services.

PAYMENT:

Jeff Johnson Architectural PC agrees to perform the services, as described above, based on a combined Not to Exceed Lump Sum of **\$ 129,445.00** (one hundred twenty-nine thousand four hundred forty-five dollars).



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

Agreement for Architectural Services

Design Services Breakout:

Architect	\$ 30,725.00
MEP	\$ 45,120.00
Structural	\$ 15,000.00
Civil Engineer	\$ 24,900.00
Landscape Architect	\$ 8,300.00
<i>(Reference attached Contracts, hourly pay rates, and confirming e-mails; available at time of proposal date, attached)</i>	
Miscellaneous Expenses:	\$ 5,400.00
<i>(Includes reimbursable, per diem, travel expenses, printing, etc)</i>	
<i>(This amount is capped and drawn from with backup information)</i>	

Total: **\$ 129,445.00**

TERM/TERMINATION:

The proposed service fee within this Agreement is valid for 20 days. This Agreement shall terminate automatically upon completion by Jeff Johnson Architectural PC of the Services required by this Agreement. This agreement may also be terminated by the Owner, or the Architect, should the other fail to perform its obligation hereunder. In the event of termination or suspension, the Client shall pay Jeff Johnson Architectural PC for all design services rendered to the date of the termination along with all reimbursable expenses.

NOTICES:

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

IF for Owner: City of Rifle
202 Railroad Avenue
Rifle, CO 81650

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

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

ENTIRE AGREEMENT:

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

AMENDMENT:

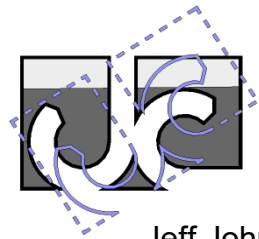
This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY:

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

WAIVER OF CONTRACTUAL RIGHT:

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



Jeff Johnson
Architectural PC

136 East Third Street
Suite B
Rifle, CO 81650

PHONE 970-625-0580

JEFF JOHNSON

Owner/Architect

jjarch@rof.net

Agreement for Architectural Services

CORPORATE PROTECTION:

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

ACCEPTANCE OF AGREEMENT FOR ARCHITECTURAL SERVICES:

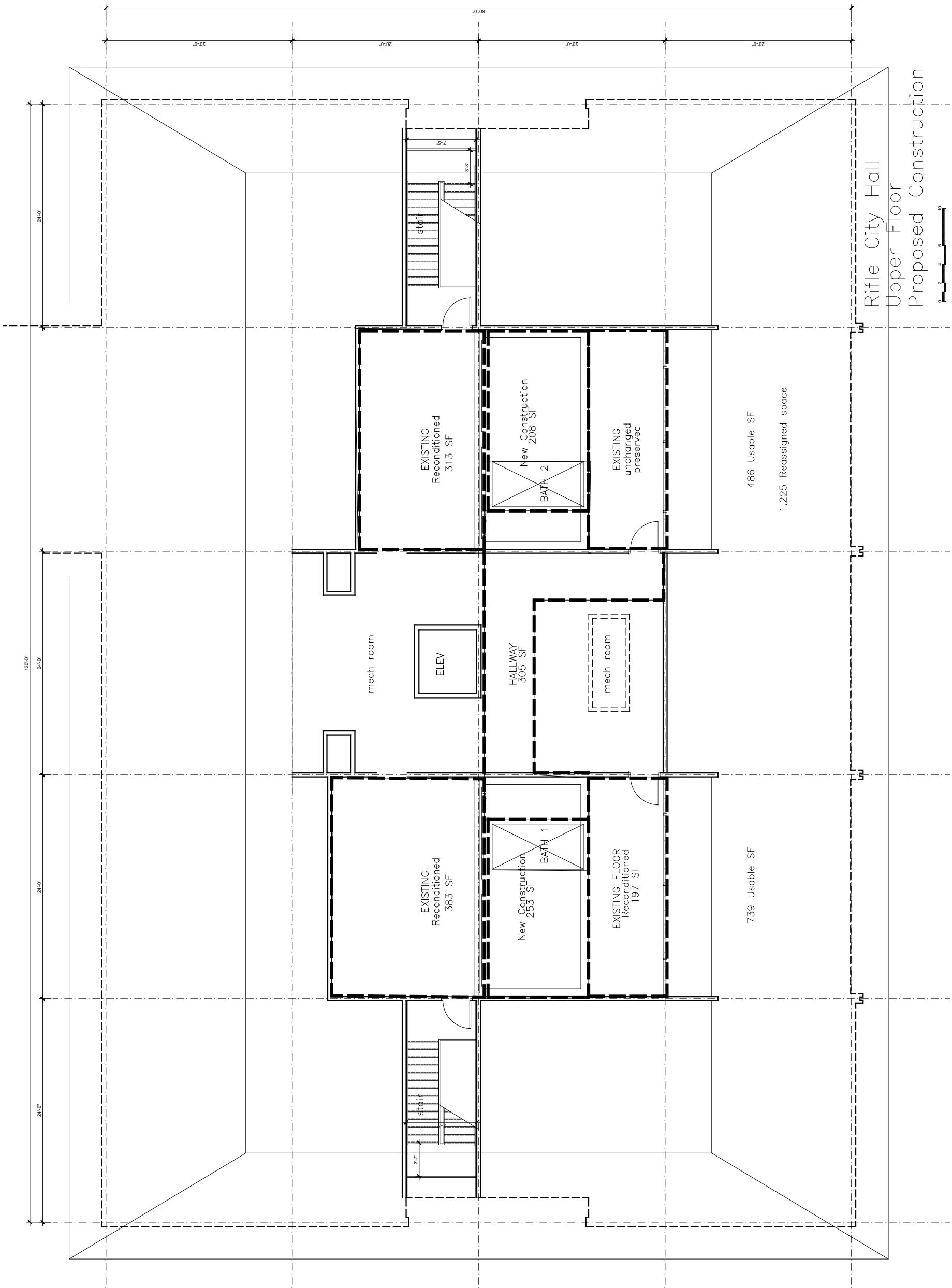
We have read, understand, and accept the Agreement for Architectural Services, as described herein.

Rifle City Hall Phase 3 Improvements:

By: _____ Date: _____
City of Rifle

Party providing services:

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



Pre-Schematic



MODULAR BUILDING

R410037
21771620042

Likely entrance

provide City sidewalk on North

Shared Parking

ROW

West Ave

FILE
CITY OF

Pre-Schematic

February 11, 2022

PH: 970-625-0580

Attn: Jeff Johnson
Jeff Johnson Architectural, PC 136 East 3rd Street
Rifle, CO 81650

Re: Rifle City Hall phase 3 Improvements, Rifle, Colorado

Dear Jeff:

We are pleased to provide you with this proposal for electrical/mechanical engineering services for the above project. The scope of work as we understand it is to provide engineering services to replace and upgrade the electrical/mechanical/plumbing systems for the entire building of approximately 20,100 square feet currently used as the Rifle City Hall, Colorado. Areas remodeled in phases 1 and 2 are not part of this scope. There will not be any construction administration included in this proposal.

Based on the information that was provided to us by the owner, our scope of work will include the following engineering services:

A. The following work is included.

- 1) Schematic design phase
- 2) Design Development
- 3) Construction Document Phase.
- 4) Weekly design meetings by phone, approximately 22 separate meetings between 30 to 60 minutes in duration.

The engineering services will include the following:

B. Electrical Engineering services will be provided as follows:

- 1) Survey of existing panels to verify wiring sizes and types, breaker types and ratings, panel board types and ratings. Recommendation on the replacement of feeder and branch circuit wiring found to be hazardous. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required.
- 2) Coordination with equipment manufacturer to verify if entrance gear is obsolete or if equipment and breakers can be replaced or rebuilt.
- 3) Investigate additional surge protection that are present or could be required by the NEC, ie a listed SPD shall be installed in or on all emergency system switchboards and panel boards.
- 4) Coordination with equipment manufacturer for replacement of new panel

boards.

- 5) Load survey of incoming power at main panel, to verify capacity for new loads. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 6) Load survey at emergency panel EDP to verify load on panel and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 7) Load survey at Motor Control Center (MCC) for verification of ratings, wiring and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 8) Load survey panel EM for verification of sizing, wiring and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 9) Load survey panel BP for verification of sizing, wiring and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 10) Load survey panel UP for verification of sizing, wiring and replacement. This will require the removal of covers of the panel boards on live equipment, therefore and electrician will be required
- 11) Review of equipment on emergency panels that would indicate which circuits to remove from emergency power and which are to remain.
- 12) Review of special lighting requirements for the council chambers including lighting control and new LED lighting.
- 13) Code review of receptacle and circuit requirements per the 2020 National electrical code.
- 14) Replacement of all light switches, receptacles and upgrade the lighting with LED type fixtures all interior and exterior building lights.
- 15) Calculation of all fault currents and arc flash calculations using industry standard software SKM, to be documented on panels per code.
- 16) Phone meetings for coordination of new equipment.
- 17) Provide full booklet specifications in the engineer's standard format.
- 18) Provide evaluation of proposed new elevator loads.
- 19) Provide electrical design for temporary employee offices to be used during construction.
- 20) Provide electrical design for the build out of approximately 1225 square feet on the third floor, including rest rooms.

C. Mechanical Engineering services will be provided as follows:

- 1) Design replacement to the existing water service entrance.
- 2) Design replacement to the existing domestic water heater.
- 3) Work with the owner and design team to evaluate energy costs differences between 2 exterior wall insulation proposals.
- 4) Provide mechanical design for any items needed on the new elevator.
- 5) Review different options for replacement of the mechanical systems with the owner and design team. This includes teleconferences with the team as needed for coordination of the design.
- 6) Design buildout of approximately 1,225 square feet on the third floor

with additional floor space including bathrooms.

- 7) Design replacement of the existing mechanical systems to include the main system equipment and ductwork.
- 8) Design replacement of all terminal mechanical equipment in the building as needed for the revised floor plans.
- 9) Work with the owner and design team to change the control system to match the existing used in other city facilities
- 10) Provide full booklet specifications in the engineer's standard format

D. The following consulting services are available, however not included in this contract.

- 1) Weekly or Monthly meetings during construction.
- 2) Weekly or Monthly construction reviews or reviews beyond those identified in A.1.
- 3) Addition of Phases beyond those identified in A.1, i.e.:SD,DD,GMP,CD,CA or PC.
- 4) Change in delivery format from that identified in B, i.e.: (Bid/Negotiated/Design Build/Construction Manager/Multiple Bid Packages).
- 5) Drawings and Specification for alternates or change orders other than those required as a result of negligent error or omission by the consultant.
- 6) Evaluation and revisions to Drawings and Specifications for substitution or changes proposed by the contractor or owner.
- 7) Consultation and services related to fire, vandalism, theft, public hearing, legal, etc.
- 8) Preparation of reports or detailed studies for optional systems, life cycle costing or value engineering beyond the judgment of the consultant.
- 9) Fuel consumption or cost study
- 10) Detailed cost estimate.
- 11) As-built drawings of the facility.
- 12) Record drawings including presentation of addenda, change orders and transfer of contractor as-builts to original drawings.
- 13) Preparation of specification in format different from Engineers Standard.
- 14) Preparation of pre-bid or preconstruction meeting

In the event "Value Engineering" is applicable after the Design Development Phase, ACM Consulting and Engineering shall be compensated for additional time for the re-design and shall have the opportunity to object (in writing) to the value-engineered portion of the project. If any out-of-scope services are required, additional compensation will be negotiated with the client and shall be paid to ACM Consulting and Engineering.

Our fee for the above-mentioned work will be not to exceed \$45,120 dollars plus expenses outlined in Standard terms and conditions. Any other site visits will be at current costs. We are including Teleconference meetings as shown in A.4, any additional teleconferences or meetings will be billed at the rate of \$105 per hour per each attendee. Additional site visits will be billed at a rate of \$520.78 per visit with maximum time of 2 hours at the site.

This proposal letter shall remain valid for 30 days. After 30 days, please contact ACM for a revised proposal. Costs for expedited delivery (Federal Express, etc.) at your request will be billed at cost. Payment is due in full upon completion of our services, or if billed in monthly increments, as stated on the billing. If the project is placed on hold, or our work is ordered to be suspended for more than 30 days, ACM Consulting and Engineering shall be compensated for services performed, prior to notice of suspension.

This proposal is made with the understanding that the fee arrangement, scope, and general terms and conditions are the basis for the offering of services. Changes to any of these items will be reviewed for adjustments to the fee, scope or other conditions. ACM Consulting and Engineering shall not agree to or be held to any changes made to this proposal unless specifically initialed and re-signed by ACM Consulting and Engineering. If this proposal meets with your approval, please return a signed copy of this letter to us. Upon verbal or written acceptance of this proposal, this letter becomes an agreement of which the Terms and Conditions attached become a part.

Our work on this project will begin at your direction; please return a signed copy of this agreement to us at your convenience.

Sincerely,
ACM Consulting and Engineering.
A. Joel Martinez, P.E.
AJM/ajm

PROPOSAL ACCEPTED:

Name: _____

Title _____

Company _____

Date _____

Standard Terms and Conditions

In these Terms and Conditions, all references to the Firm shall refer to ACM Consulting and Engineering. All references to the Client shall refer to whom the proposal is addressed.

Jeff Johnson
Rifle City Hall phase 3 Improvements, Rifle, Colorado
February 11, 2022

CONSTRUCTION METHODS AND JOBSITE SAFETY: ACM Consulting and Engineering shall not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work.

SITE VISITS: Site Visits are for observation and recommendation only. Firm may make requested Site Visits to the project for the purposes of design and to become generally familiar with the progress of the Work. The Firm will not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, or any other entity furnishing materials or performing any work on the project.

EXISTING CONDITIONS: Client agrees to indemnify and hold harmless the Firm from any damages, liability and costs associated with connecting to existing features, except those damages, liabilities, and costs resulting from the sole negligence or willful misconduct of the Firm.

HAZARDOUS MATERIALS (Encountered or Suspected): It is acknowledged by Client that the Firm's scope of work does not include any services related to asbestos or hazardous or toxic materials, whether encountered or suspected. Client agrees to indemnify and hold harmless the Firm, its officers and employees, from and against any and all claims, losses, or costs, including reasonable attorneys' fees and defense costs, arising from, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products that exist on, about, or adjacent to the jobsite.

ADDITIONS OR CHANGES TO THE WORK: Changes to the proposed scope of services required by the Client, or changes in the existing conditions of the project, or re-design work required through no fault of the Firm, caused by the Client, Owner, Contractor, or any other entity associated with the project, shall result in appropriate adjustments made to the compensation payable to the Firm for its services. A reasonable amount of re-design is expected in this design and is included in the proposed fee. Re-design includes items such as floor plan changes, Owner changes, or changes in existing conditions. Any additional work (Extra Service) which is not included in the above fees will be done after Client's approval at the then current hourly rates

PAYMENT: Payments to the Firm shall not be withheld, postponed or made contingent on the construction, completion or success of the project, or upon receipt by the Client of offsetting funding or reimbursement from other parties. The amount due and invoiced that is over 30 days late shall accrue interest at a rate of 1% per month, compounded daily. The Client shall disclose to the Engineer, prior to the execution of this Agreement, any contingent or other special provisions relative to compensation that are included in the Client's understanding with the Owner or in the Prime Agreement. The Engineer shall submit, in timely fashion, statements for Services, Additional Services and Reimbursable Expenses. The Client shall review such statements and, if they are considered incorrect or untimely, the Client shall review the matter with the Engineer and confirm, in writing to the Engineer within ten days from receipt of the Engineer's billing, the Client's understanding of the disposition of the issue

PURCHASE ORDERS: If the Client chooses to execute a purchase order for services under this Agreement Letter, the Client agrees that the terms and conditions of this Agreement shall apply to each such purchase order and shall prevail over any conflicting or similar term and condition in the purchase order.

NON-PAYMENT: Non-payment will result in suspension of work on the project. In the event of cancelation of the project or of the severing this contract between you(the client) and ACM, you shall make payment for all work performed to date of cancellation or severance. The Engineer reserves the right to withhold or withdraw documents prepared by the Engineer from subsequent design, permit or construction use if payment for service is subject to Collection.

INDEMNIFICATION: Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, employees, and sub-consultants from and against all damage, liability, and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this proposal, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Firm and his sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Firm and his sub-consultants to all those named shall not exceed \$50,000 for services rendered on this project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ELECTRONIC FILE TRANSFER: During the project, electronic files requested to be provided by the Firm or to the Firm, shall be considered preliminary and Not For Construction. The Firm will not deliver or transfer files to any third party, but to the Client only. It shall be the responsibility of the Client to monitor any third party usage of the electronic media. Usage of these files shall be for convenience only, and any liability or costs associated with electronic media which may be found at any time to contain computer viruses or corrupted file information, shall not be the responsibility of the Firm. Client and any third parties to whom electronic file information is transferred, will be expected to provide its own anti-virus protection to lessen the risk of any electronic file transfer damages.

DISPUTE RESOLUTION: Any claims or disputes arising regarding the firm's services on the project shall be submitted to non-binding mediation as the primary method of dispute resolution between all parties. The Client and the Firm further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

TERMINATION OF SERVICES: This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, and all reimbursable expenses.

VALUE ENGINEERING: Cheaper alternatives are not always in the best interest of the Client and generally involve some degree of reduced quality in products or systems. Client understands that the result of Value Engineering may mean increased life cycle costs, increased operation and maintenance, threatened project or public safety, increased liabilities, and increased errors or omissions if time schedules are not adjusted to allow for Value Engineering changes. Client acknowledges that in the event Value Engineering is initiated, the Firm shall have adequate time to review and the right to object to the recommendations made by the Value Engineering entity, and that the responsibility for the Value Engineering re-design shall be limited by the applicable objection made by the Firm. Additional time and expense caused the Firm due to Value Engineering shall be compensated. Client further understands that if the Value Engineering items are incorporated into the Construction Documents above objection by the Firm, the Client agrees, to the fullest extent permitted by law, to waive all claims against the Firm and to hold harmless the Firm from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such changes required by the Client.

From: [Bob Oddo](#)
To: [Jeff Johnson](#)
Subject: Rifle Elevator and floor addition
Date: Monday, February 14, 2022 2:00:45 PM
Attachments: [2022 Oddo Fee Schedule.pdf](#)

Jeff,

Enclose is Oddo rate sheet

We can work hourly....Rough estimate \$15,000 for structural work

Thank you

Bob

Robert Oddo, P.E.
Oddo Engineering, Inc.
713 Cooper Avenue, Suite 200
Glenwood Springs, CO 81601
p. 970.945.1006
www.oddogws.com



2022
HOURLY RATES
ODDO ENGINEERING, INC.

PERSONNEL CHARGES

Senior Engineer (P.E.)	\$200.00/hr
Project Engineer (P.E.)	125.00/hr
Structural Designer/Drafting	100.00/hr
Secretarial	60.00/hr

OTHER CHARGES

Prints and Copies	
Photocopies	\$0.10/ea
Color Photocopies	1.00/ea
Bond Prints	2.90/ea
Fax Charges	1.00/pg
Inkjet Plotter	
24 X 36 Prints	\$15/sheet
30 X 42 Prints	18.50/sheet
Vehicle Mileage	0.40/mi
Courier Service	15.00/delivery



5970 Greenwood Plaza Blvd
Greenwood Village, CO 80111
Phone: 303-751-0741
www.merrick.com

February 14, 2022

Jeff Johnson
Jeff Johnson Architectural, PC
136 East Third Street
Rifle, CO 81650

RE: PROPOSAL FOR THE RIFLE CITY HALL RELOCATION SITE

Dear Mr. Johnson,

Merrick & Company (Merrick) is pleased to present this proposal for the Rifle City Hall Relocation Site in Rifle, Colorado. Merrick proposes to provide professional services as described in the attached proposal.

We sincerely appreciate the opportunity to present this proposal and look forward to working with you. Please do not hesitate to contact me if you have any questions or need any additional information.

Respectfully,

MERRICK & COMPANY

Carson Besgrove, PE
Project Manager

**PROPOSAL FOR THE
RIFLE CITY HALL RELOCATION SITE
CIVIL DESIGN**

PROJECT DESCRIPTION

This proposal is provided for the design and preparation construction documents for the Rifle City Hall Relocation Site in Rifle, Colorado. Exhibit A depicts the proposed site, the site is approximately 0.60 acres located on the northwest corner of Highway 6 and West Avenue.

It is our understanding the city is planning to place a modular office building on the site that will require sidewalks for ADA access, electric service, sanitary sewer service, and potable water service. The site will not require any parking and will share parking with the adjacent theater.

SCOPE OF SERVICES

1. Design Survey, Collection, and Depiction of Existing Subsurface Utility Data

Provide a design survey and utility locates to be used for design. The design survey will be used to create a topographic map of the site, locate existing utilities, and identify tie-in locations for sidewalk, sanitary sewer service, and potable water service. The utility locates will be completed in accordance with Colorado Senate Bill 18-167 (*...Requirements related to the Location of Underground Facilities*). The existing subsurface utility data will be collected and depicted according to ASCE 38-02, (*Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*).

2. Grading, Drainage, and Sidewalk Plan

Based on the design survey Merrick will determine if any grading will be required on site for the placement of the modular building, ADA access, and stormwater drainage. Construction documents will be prepared detailing the sidewalk/curb ramp(s), grading, and drainage improvements. It is assumed the drainage improvements, if any will consist of a grass swale and temporary sediment basin to provide water quality.

3. Erosion Control Plan

Prepare an erosion control plan depicting the erosion control measures required during construction.

4. Sanitary Sewer and Water Service Plan

Prepare a sanitary sewer and water service plan depicting the service connections, sizing, and water meter location.

5. Meetings and Coordination

This task includes the meetings and coordination with the local agencies and other consultants for plan approval. For this task, eight hours of project manager effort was assumed.

SCHEDULE

We anticipate the project to start Fall of 2022. Upon receiving notice to proceed, it is anticipated Merrick will be able to complete the Scope of Services within 4 weeks.

EXCLUSIONS

The following services and any services not specifically described in the Scope of Services, are not included in Merrick's basic service. An undertaking for Additional Services shall not be presumed by course of conduct or custom in the industry. Additional Services may be provided if authorized by Client in writing. Additional Services shall be paid by client as provided in the Agreement, in addition to the compensation for Merrick's basic services.

1. Site ALTA, plat, and legal descriptions
2. Setting/locating monuments at property boundary
3. Drainage Report
4. Opinion of Probable Construction Costs
5. Stormwater Management Plan
6. Bid documents, specifications, and bid support
7. Construction administration
8. As-built documentation
9. Water system modeling and report
10. Water system pressure test
11. Stormwater detention design, it is assumed stormwater runoff will be treated by an on-site sediment basin.
12. Obtaining permits
13. Obtaining title commitments
14. Public coordination
15. Analysis of the structural integrity of existing infrastructure
16. Capacity calculations for existing utilities
17. Lighting design and photometric plans
18. Landscape and irrigation plans
19. Traffic control plans
20. Dewatering plans
21. Traffic studies and signal design
22. Pavement design
23. Open channel design
24. Manhole design
25. Dry utility design
26. Retaining wall, handrail, screen wall, and landscape wall design

- 27. Determination of jurisdictional waters or wetlands and U.S. Army Corps of Engineers permitting
- 28. Floodplain delineations and permitting including FEMA CLOMRs and LOMRs.
- 29. Environmental studies
- 30. Geotechnical and geology reports
- 31. Colorado Department of Public Health and Environment (CDPHE) preliminary engineering reports

COMPENSATION

Merrick proposed to complete the Scope of Services on a Time and Material Not to Exceed Lump Sum (LS) basis. The Lump Sum budget would be **\$24,900**.

From: [devin.gardiner](#)
To: [Jeff Johnson](#)
Subject: RE: Rifle City Hall Landscape Improvements
Date: Monday, February 14, 2022 9:55:18 AM

Jeff,

I was able to swing by the Town Hall on Friday and took pictures. I have a good grasp on the scope as Phil outlined below. For the Town Hall – General design for property; focusing on items below; CDs and Specs would be around \$6,500. For the town I would charge site visit for CA as an add service as requested @ \$120/hr. Rate of \$120 is at a 20% public work discount.

For the temp site – \$1,800 for design and coordination. I would like to be able to design and use something there that can be moved to the town hall or somewhere more permanent.

Let me know if you have any questions.

Devin Gardiner, PLA



Piñon Sage Landscape Architects
970.379.0816 | Carbondale, Colorado
Landscape Architecture | Environmental Planning | Residential/Resort Design

From: Jeff Johnson <jeff@jjarchitectural.com>
Sent: Thursday, February 10, 2022 12:46 PM
To: devin.gardiner <devin@pinonsage.com>
Subject: Rifle City Hall Landscape Improvements

Devin,

Thank you for speaking with me,

As we briefly discussed, please find two PDF site plans showing two separate designs.

The Rifle City Hall Property has a scope of work as follows:

- Generally prepare an updated Landscape design of the property.
- Removal of northern brick walls and replace with tiered timber retaining walls and plantings
- Fence existing emergency generator and other North equipment with supplemental vegetation for screening.
- Coordinate location for 2- 6 cubic yard solid waste dumpsters for use by Rifle City Hall.
- Dress up South of building as it related to the newly installed ADA ramp. (see photos)
- Evaluate and possibly replace existing irrigation to service the new landscaping.

The Relocation Property has a scope of work as follows:

- Provide required landscaping per City of Rifle guidelines including required species of trees and plantings
- Supplemental buffer on the North and East side of the property.

Coordinate design with civil amenities like sidewalks

- <https://www.google.com/maps/@39.5299166,-107.7846965,209m/data=!3m1!1e3?hl=en>

thank you,
Jeff



Jeff Johnson Architectural, PC
136 East Third Street
Rifle, CO 81650
970-625-0580



City of Rifle- Rifle City Hall Phase 3- Master Project Budget

Date: 2/23/22

PROJECT COSTS:			Value	Notes:
Rehabilitation				
	Phase 3	CM/GC Renovation- TBD	0.00	Original CM/GC Contract Sum:
	Phase 3	Access Control-TBD	0.00	\$0.00
	Phase 3	Temporary City Hall location- Factory built structures installation and removal	0.00	
	Phase 3	Temporary City Hall location- utilities and civil work	0.00	
	Phase 3	Temporary City Hall location- Factory built structures lease	0.00	
			0.00	
			0.00	
			0.00	
		Owner Hard Cost Contingency	0.00	City of Rifle- 20% contingency
		Furniture, Fixtures, & Equipment	0.00	
		Building Permits/ Plan Review Fee	0.00	City of Rifle
		Subtotal	\$0.00	
Professional Fees				
		Phase 3- Design- Construction Manager as Adviser Architect, Mechanical Engineer, Electrical Engineer. Does not include construction administration.	226,070.00	
		Construction Accounting	0.00	
		Other (Specify)		
		Other (Specify)		
		Other (Specify)		
		Subtotal	\$226,070.00	
Construction Interim Costs				
		Hazard & Liability Insurance	0.00	
		Builder's Risk Insurance	0.00	
		Perform. & Pymt Bonds	0.00	
		Construction Interest	0.00	
		Constr. Origination Fees	0.00	
		Tap Fees (Water/Sewer)	0.00	
		Impact fees	0.00	
		Materials Testing	0.00	City of Rifle
		Power and Telecom Provider fees	0.00	
		3rd Party/Bank Inspections/Admin		
		Title & Recording		
		Construction Lender Legal Fees		
		Natural Gas and Telecommunications relocation costs	0.00	
		Other (Specify)		
		Other (Specify)		
		Subtotal	\$0.00	
Permanent Financing				
		Bond Premium		
		Bond Issue 30-day lag reserve		
		Bond Cost of Issuance		
		Discount Points		
		Perm Loan Origination	0.00	
		Title & Recording		
		Legal Fees		
		Prepaid MIP		
		Forward Rate Lock		
		Conversion Fee		
		Other (Specify)		
		Other (Specify)		
		Other (Specify)		
		Subtotal	\$0.00	
Soft Costs				
		Geotechnical/Soils Study	0.00	
		Environmental Study (Phase 1, Phase 2, Lead, Asbestos, etc.)		
		Other Studies (traffic, wetlands, etc.)		
		Green Certification Fees (LEED Certification, etc.)		
		Relocation		
		Soft Cost/Professional Fees Contingency	22,607.00	City of Rifle- 10% contingency
		Other (Specify)		
		Other (Specify)		
		Other (Specify)		
		Subtotal	\$22,607.00	
TOTAL PROJECT COSTS:			\$248,677.00	
Add Alternates Chosen for Inclusion in the project			Amount	Total with 5% Contingency
1	0			\$0.00 \$0.00
2	0			\$0.00 \$0.00
3	0			\$0.00 \$0.00
4				\$0.00 \$0.00
5				\$0.00 \$0.00
Total Add Alternates included in the project				\$0.00
TOTAL PROJECT COSTS WITH ADD ALTERNATES CHOSEN FOR INCLUSION			\$248,677.00	

Rifle City Hall Phase 3	
Owner Hard Cost Contingency Tracking Sheet	
2/23/2022	
Owner Hard Cost Contingency	
Starting Balance:	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Ending Balance/Contingency Remaining	\$0.00
Total Prime Contract Change Orders	\$0.00
Total of all change orders as a percentage of Owner's Hard Cost Contingency	#DIV/0!



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Phil Vaughan Construction	

2.	Vendor Address
	1038 County Road 323
	Rifle CO 81650

3.	For the Purchase of (description)
	Owners Representative Services
	City Hall Phase 3 Design And Preconstruction Services

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$96,625.00	\$600,000	

5.	Dept. Name	General Ledger Acct #
	Capital	206-4900-400-712

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

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
x	Single Source (attach an explanation) This is Phase 3 of an ongoing project.

8.	Authorization Required
	City Manager
x	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Tom Whitmore</i>	2/24/22
	City Manager		
	City Council Approval (meeting date)		3/02/22
10.	Purchase Order # assigned by Finance		



CITY OF RIFLE PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Jeff Johnson Architectural PC	

2.	Vendor Address
	136 East 3rd Street
	Rifle CO 81650

3.	For the Purchase of (description)
	Architectural Services
	City Hall Phase 3 Design

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$129,445	\$600,000	

5.	Dept. Name	General Ledger Acct #
	Capital	206-4900-400-712

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

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	x Single Source (attach an explanation) This is Phase 3 of an ongoing project.

8.	Authorization Required
	City Manager
	x City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Tom Whitmore</i>	2/24/22
	City Manager		
	City Council Approval (meeting date)		3/02/22
10.	Purchase Order # assigned by Finance		



Agenda Item #9.b.

Agenda Item Name:

Request Direction on Sale of Real Property

Presenter:

Tommy Klein, City Manager

Item Description:

Seeking Council Direction on Sale of Real Property

Recommended Action:

Requesting direction from the Council on how to proceed.

Fiscal Impact:

If the transaction occurs, some revenue will be generated by the sale.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

The property located at 569 265 County Road, the old Rifle Animal Shelter property, is currently not being used by the City or the shelter. In December of 2021, staff was approached by a local realtor on behalf of a party interested in purchasing the property. The property is not listed for sale. Another interested party contacted staff in October of 2021 about the property.

The building is in poor condition and we do not have plans to use the property.

Executive Summary:

Rifle Municipal Code 4-3-130 dictates that all sales of real property owned by the City must be approved by the Council. Staff are seeking direction on how to proceed.

Several documents are attached to this item:

1. An aerial view of the property from the Garfield County Assessors page.
2. A property record card from the Garfield County Assessors page.
3. The initial proposal to purchase the property for \$60,000 from a local realtor.
4. A market analysis produced by the local realtor that indicates the property is worth \$70,000.

The market analysis, which was conducted in February of 2022, indicates that the property is worth \$70,000.

Notification Requirements:

None

Prepared By:

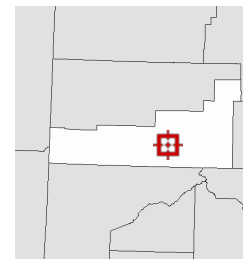
Tommy Klein, City Manager

Attachments:

1. GarCo Map and Info
2. Property Record Card_ R210793
3. Initial Proposal.htm
4. Market Analysis



Overview



Legend

-  Parcels
-  Roads
- Parcel/Account Numbers
- Highways
 -  Limited Access
 -  Highway
 -  Major Road
 -  Local Road
 -  Minor Road
 -  Other Road
 -  Ramp
 -  Ferry
 -  Pedestrian Way
- Owner Name
-  Lakes & Rivers
-  County Boundary Line

Account Number	R210793	Physical Address	569 265 COUNTY RD	2019 Total Actual Value	\$126,230
Parcel Number	217708400014		RIFLE 81650		
Acres	0	Owner Address	RIFLE, CITY OF		
Land SqFt	0		PO BOX 1908		
Tax Area	021		RIFLE CO 81650-1908		
2019 Mill Levy	74.6820				

Last 2 Sales	
Date	Price
9/16/1988	\$0
n/a	\$

Date created: 2/18/2022
Last Data Uploaded: 2/18/2022 2:31:30 AM

Developed by  Schneider
GEOSPATIAL



Garfield County, CO

Summary

Account R210793
Parcel 217708400014
Property Address 569 265 COUNTY RD, RIFLE, CO 81650
Legal Description Section: 8 Township: 6 Range: 93 A TR IN NWSE CONT. .45 AC.
Acres 0.449
Land SqFt 0
Tax Area 21
Mill Levy 74.6820
Subdivision

[View Map](#)

Owner

[RIFLE, CITY OF](#)
 PO BOX 1908
 RIFLE CO 81650-1908

Land

Unit Type EXEMPT-POLITICAL SD-LAND - 9149 (EXEMPT PROPERTY)
Square Feet 0

Buildings

Building # 1
Units 1
Building Type EX POLITICA
Abstract Codes / (Property Type) EXEMPT-POLITICAL SD-IMPS- 9249 (EXEMPT PROPERTY)
Architectural Style WAREHOUSE
Stories 1
Frame WOOD FRAME
Actual Year Built 1977
Gross Living Area 1,250
Total Heated SqFt 160
Bedrooms 0
Baths 0.5
Heating Fuel GAS
Heating Type WALL & FLR
Air Conditioning CENTRAL
Roof Type GABLE
Roof Cover COMP SHNGL

Actual Values

Assessed Year	2021	2020
Land Actual	\$20,000.00	\$20,000.00
Improvement Actual	\$106,230.00	\$106,230.00
Total Actual	\$126,230.00	\$126,230.00

Assessed Values

Assessed Year	2021	2020
Land Assessed	\$5,800.00	\$5,800.00
Improvement Assessed	\$30,810.00	\$30,810.00
Total Assessed	\$36,610.00	\$36,610.00

Tax History

Tax Year	2021	2020	2019	2018	2017
Taxes Billed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

[Click here to view the tax information for this parcel on the Garfield County Treasurer's website.](#)

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
9/16/1988	Deeds		0741-0320	\$0

Property Related Public Documents

[Click here to view Property Related Public Documents](#)

No data available for the following modules: Photos, Sketches.

The Garfield County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. Data is subject to constant change and its accuracy and completeness cannot be guaranteed.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 2/18/2022, 12:31:30 AM](#)

Developed by



Version 2.3.177



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)**

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 10/29/2021

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, **Taani Martinez and Danny Martinez** (Buyer) will take title to the Property described below as

☒ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other**.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. Seller. **Tommy Klein** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of **Garfield**, Colorado:

Section: 8 Township: 6 Range: 93 A TR IN NWSE CONT. .45 AC.; final legal to be provided by Title Company.

known as No. **569 County Road 265, Rifle, CO 81650**,

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**):
☐ **None** ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except .

Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

2.5.5. Parking and Storage Facilities. The use or ownership of the following parking facilities: ; and the use or ownership of the following storage facilities:

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.6. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows: .

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions): **Sellers Personal Property****2.7. Water Rights/Well Rights.****2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient deed at Closing.



2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3, and 2.7.4, will be transferred to Buyer at Closing:



2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is .



2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

Item No.	Reference	Event	Date or Deadline	
1	§ 4.3	Alternative Earnest Money Deadline	MEC + 3 Business Days	
		Title		
2	§ 8.1, § 8.4	Record Title Deadline	12/1/2021	Wednesday
3	§ 8.2, § 8.4	Record Title Objection Deadline	12/8/2021	Wednesday
4	§ 8.3	Off-Record Title Deadline	12/1/2021	Wednesday
5	§ 8.3	Off-Record Title Objection Deadline	12/8/2021	Wednesday
6	§ 8.5	Title Resolution Deadline	12/15/2021	Wednesday
7	§ 8.6	Right of First Refusal Deadline		
		Owners' Association		
8	§ 7.2	Association Documents Deadline		
9	§ 7.4	Association Documents Termination Deadline		
		Seller's Disclosures		
10	§ 10.1	Seller's Property Disclosure Deadline	12/1/2021	Wednesday
11	§ 10.10	Lead-Based Paint Disclosure Deadline		
		Loan and Credit		
12	§ 5.1	New Loan Application Deadline		
13	§ 5.2	New Loan Termination Deadline		
14	§ 5.3	Buyer's Credit Information Deadline		
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline		
16	§ 5.4	Existing Loan Deadline		
17	§ 5.4	Existing Loan Termination Deadline		
18	§ 5.4	Loan Transfer Approval Deadline		
19	§ 4.7	Seller or Private Financing Deadline		
		Appraisal		
20	§ 6.2	Appraisal Deadline		
21	§ 6.2	Appraisal Objection Deadline		
22	§ 6.2	Appraisal Resolution Deadline		
		Survey		
23	§ 9.1	New ILC or New Survey Deadline		

24	§ 9.3	New ILC or New Survey Objection Deadline		
25	§ 9.3	New ILC or New Survey Resolution Deadline		
Inspection and Due Diligence				
26	§ 10.3	Inspection Objection Deadline	12/8/2021	Wednesday
27	§ 10.3	Inspection Termination Deadline	12/8/2021	Wednesday
28	§ 10.3	Inspection Resolution Deadline	12/15/2021	Wednesday
29	§ 10.5	Property Insurance Termination Deadline	12/15/2021	Wednesday
30	§ 10.6	Due Diligence Documents Delivery Deadline		
31	§ 10.6	Due Diligence Documents Objection Deadline		
32	§ 10.6	Due Diligence Documents Resolution Deadline		
33	§ 10.6	Environmental Inspection Termination Deadline		
34	§ 10.6	ADA Evaluation Termination Deadline		
35	§ 10.7	Conditional Sale Deadline		
36	§ 10.10	Lead-Based Paint Termination Deadline		
37	§ 11.1, 11.2	Estoppel Statements Deadline		
38	§ 11.3	Estoppel Statements Termination Deadline		
Closing and Possession				
39	§ 12.3	Closing Date	1/5/2022	Wednesday
40	§ 17	Possession Date	upon a successful closing	
41	§ 17	Possession Time	upon a successful closing	
39	§ 28	Acceptance Deadline Date	11/23/2021	Tuesday
42	§ 28	Acceptance Deadline Time	12:00pm NOON MST	
43				
44				

3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$60,000.00	
2	§ 4.3	Earnest Money		\$1,000.00
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7				
8				
9	§ 4.4	Cash at Closing		\$59,000.00
10		TOTAL	\$60,000.00	\$60,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ **0.0** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a **Good US Funds**

/ Personal Check, will be payable to and held by **Title Company of the Rockies** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information and Buyer's New Senior Loan. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property

(e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on

any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other**.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller

has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO

ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ **New Improvement Location Certificate (New ILC)**; or, 2) ☐ **New Survey** in the form of ; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the **New ILC or New Survey**. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the

Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer’s expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer’s sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer’s written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer’s request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller’s right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller’s reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer’s sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

☐ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.2.** Property tax bills for the last *na* years;

☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.5.** Operating statements for the past years;

☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past years;

☐ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

☐ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller’s possession or known to Seller, Seller warrants that no such reports are in Seller’s possession or known to Seller;

☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.14.** Other documents and information:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☐ **Buyer** will order or provide ☐ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ , at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only).
[Intentionally Deleted]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to

811 Seller;

812 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

813 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

814 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete
815 copy of the Lease demising the premises it describes.

816 11.2. **Seller Estoppel Statements.** In the event Seller does not receive from all tenants of the Property
817 a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting
818 forth the information and documents required §11.1 above and deliver the same to Buyer on or before **Estoppel**
819 **Statements Deadline.**

820 11.3. **Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or before
821 **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole
822 subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements**
823 **Deadline.** Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

824 CLOSING PROVISIONS

825 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

826 12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing
827 Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and
828 Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's
829 lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial
830 information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents
831 required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and
832 complete all customary or reasonably-required documents at or before Closing.

833 12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not
834 executed with this Contract.

835 12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date
836 specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as
837 designated by Buyer and Seller respectively.

838 12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of
839 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
840 companies).

841 13. **TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract,
842 including the tender of any payment due at Closing, Seller must execute and deliver the following good and
843 sufficient deed to Buyer, at Closing:

844 ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal
845 representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and
846 sufficient special warranty deed to Buyer, at Closing.

847 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty
848 deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-
849 113(5)(a), C.R.S.

850 14. **PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed
851 on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for
852 special improvements installed as of the date of Buyer's signature hereon, whether assessed or not and previous
853 years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other
854 source.

855 15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

856 15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and
857 all other items required to be paid at Closing, except as otherwise provided herein.

858 15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by

859 ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller

860 ☐ Other

861 15.3. **Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller
862 agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident to the
863 issuance of Association's Status Letter must be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and
864 **One-Half by Seller.** Any Record Change Fee must be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by
865 Buyer and One-Half by Seller.

866 15.4. **Local Transfer Tax.** ☐ The Local Transfer Tax of % of the Purchase Price must
867 be paid at Closing by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☒None ☐Buyer ☐Seller ☐One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s): in the total amount of % of the Purchase Price or \$.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ and must be paid at Closing by ☒None ☐Buyer ☐Seller ☐One-Half by Buyer and One-Half by Seller

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☒None ☐Buyer ☐Seller ☐One-Half by Buyer and One-Half by Seller.

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENT. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the year of Closing, based on ☒ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other .

16.2. Rents. Rents based on ☐ Rents Actually Received ☐Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐Buyer ☐Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and . Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and .

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after

MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24),

said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

27. NOTICE, DELIVERY AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or [eContracts](#).

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

The building is being included with no value.

Property taxes to be pro-rated on Settlement Sheet; Buyer understands that the property is tax exempt per the current owner. Seller agrees to pro-rate the Buyer the taxes for the year of their ownership.

There are no active licenses that are being transferred at Closing.

Buyer understands that property is being sold as is.

All parties are aware that the Buyer is related to the Buyer Broker.

31. ATTACHMENTS.

31.1. The following documents **are a part** of this Contract:

31.2. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

Taani Martinez

Date: 11/18/2021

Buyer: **Taani Martinez**

Danny Martinez

Date: 11/18/2021

Buyer: **Danny Martinez**

[NOTE: If this offer is being countered or rejected, do not sign this document.]

	
Font: ▼	
Seller: Tommy Klein	

END OF CONTRACT TO BUY AND SELL REAL ESTATE
32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage** ☐ **Buyer** ☐ **Other**.

Brokerage Firm's Name: **Property Professionals**

Brokerage Firm's License #: **EC.100080620**



Date: **10/29/2021**

Broker's Name: **Kehaulani Rust**

Broker's License #: **FA100077227**

Address: **704 Main St #B Silt, CO 81652**

Ph: **(970) 274-1351** Fax: Email Address: **Kehau@Kehaurust.com**

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** ☒ (n/a) acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not

already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** ☒ (n/a) ☐ This is a **Change of Status**.

☐ **Customer**. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other**

Brokerage Firm's License #:

Broker's License #:

Brokerage Firm's Name:

Broker _____ Date: _____

Address: ,

Ph: Fax: Email Address:

CBS3-5-19. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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Comparable Market Analysis

569 county road 265, Rifle, CO, 81650

Thursday, February 17, 2022



Kehaulani Rust
Roaring Fork Sotheby's Meadows
150 West Meadows Dr Unit 3
Glenwood Springs, CO 81601
970-274-1351
kehaulani.rust@sothebysrealty.com

COMMENTS

To whom this may concern

Below is a market analysis to identify a purchase price for subjection property: 569 county road 265 in Rifle, CO.

This market identifies the following:

- distance from property
- lot square footage
- days on market
- how sold

The offer is based on a vacant land evaluation due to the condition of the structures that are needing to be removed from the property. There is also undervaluation for the overflowing septic and encroachment on the fence lines on the neighboring property to the south.

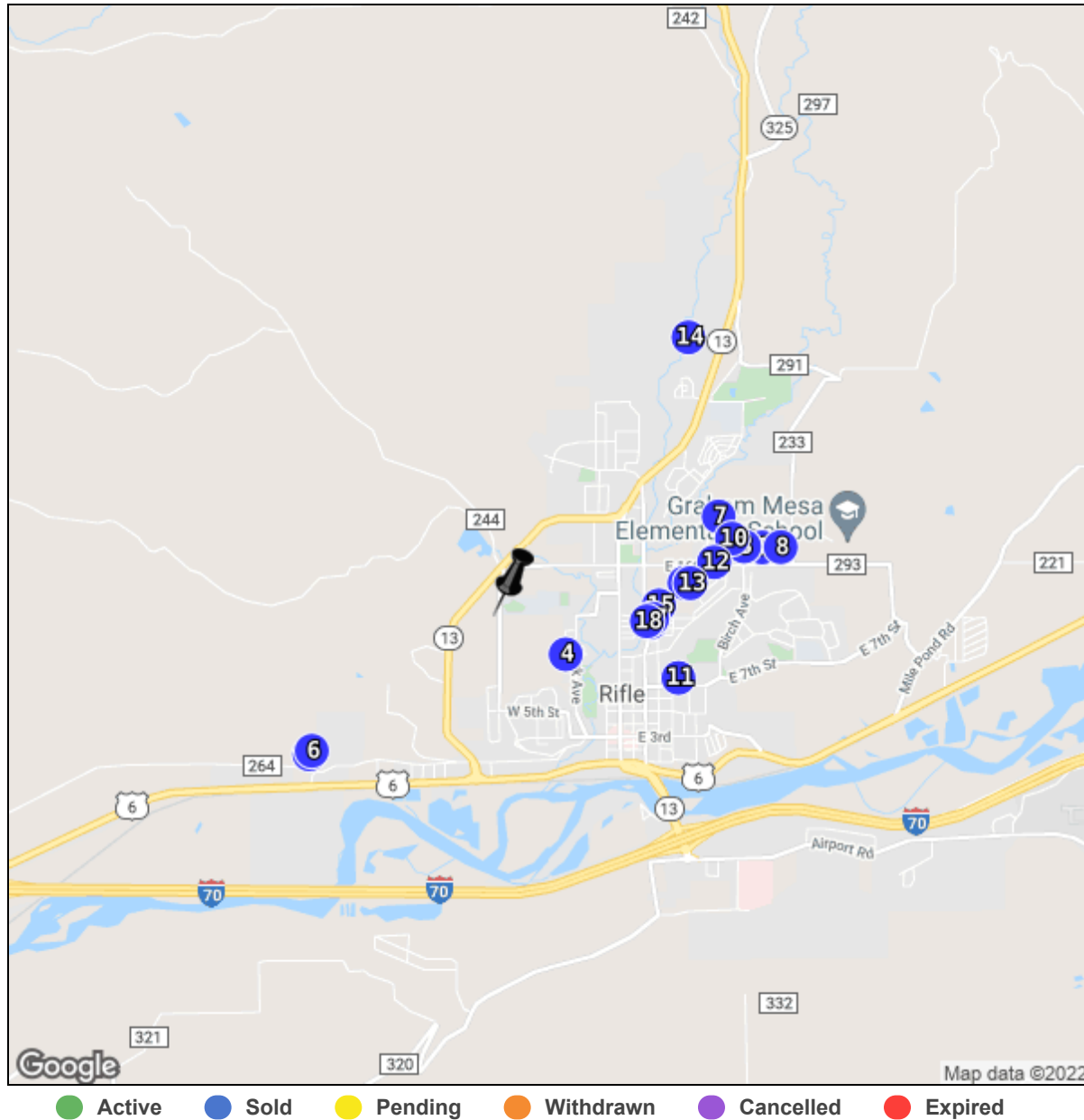
The Buyers are aware of the following items and are willing to take the property in 'as-is' conditions.

Thank you for your time

Kehaulani Rust
Sotheby's International Realty

This report is not an appraisal and is not intended to meet the requirements set out in the Uniform Standards of Appraisal Practice. If an appraisal is desired, the services of a licensed appraiser should be obtained.

Map of Subject And Comparable Properties



	Address	MLS #	Status	Distance from Subject
 Subject	569 county road 265 , Rifle CO 81650			
1	tbd E 17th Street , Rifle CO 81650	158692	Closed	1.42m
2	TBD E 17th Circle , Rifle CO 81650	158484	Closed	1.33m
3	TBD E 17th Circle , Rifle CO 81650	158483	Closed	1.33m
4	836 Stillwell Avenue , Rifle CO 81650	166685	Closed	0.42m
5	2495 Pioneer Way , Rifle CO 81650	166768	Closed	1.17m
6	2496 Pioneer Way , Rifle CO 81650	170055	Closed	1.15m
7	818 E 19th Street , Rifle CO 81650	169300	Closed	1.26m
8	0 East 17th St. , Rifle CO 81650	168502	Closed	1.51m
9	Tbd Rifle Heights Drive , Rifle CO 81650	173219	Closed	0.99m
10	TBD E 17th Street , Rifle CO 81650	163437	Closed	1.28m
11	0 McCarron Avenue , Rifle CO 81650	160048	Closed	1.00m
12	1612 Balsam Loop , Rifle CO 81650	163664	Closed	1.16m
13	Tbd Rifle Heights Drive , Rifle CO 81650	173190	Closed	1.02m
14	3242 Coal Mine Avenue , Rifle CO 81650	170598	Closed	1.74m
15	TBD Arbor Lane , Rifle CO 81650	168441	Closed	0.85m
16	TBD-Lot 1 Munro Avenue , Rifle CO 81650	167127	Closed	0.81m
17	TBD Lot3 Munro Avenue , Rifle CO 81650	167124	Closed	0.81m
18	TBD Lot 4 Munro Avenue , Rifle CO 81650	167126	Closed	0.79m

Subject

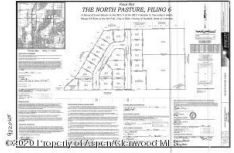
Address	569 county road 265 , Rifle, CO 81650
Lot Size	19,558
Days on Market	
How Sold	

Comparable Properties

Subject	158692	158484	158483
			
569 county road 265 Rifle CO 81650	tbd E 17th Street Rifle CO	TBD E 17th Circle Rifle CO	TBD E 17th Circle Rifle CO
Distance From Subject	1.42	1.33	1.33
List Price	\$60,000	\$55,000	\$55,000
Original List Price	\$65,000	\$60,000	\$60,000
Sold Price	\$54,000	\$54,000	\$54,000
Status	Closed	Closed	Closed
Status Date	06/04/2021	08/10/2021	08/10/2021
Days on Market	831	636	636
Adjustment		+/-	+/-
Lot Size	19,558	3,001 - 6,000	3,001 - 6,000
How Sold	Cash	Cash	Cash
Adjusted Price	\$70,000	\$54,000	\$54,000

Subject		166685		166768		170055	
							
569 county road 265 Rifle CO 81650		836 Stillwell Avenue Rifle CO		2495 Pioneer Way Rifle CO		2496 Pioneer Way Rifle CO	
Distance From Subject		0.42		1.17		1.15	
List Price		\$41,000		\$49,950		\$59,500	
Original List Price		\$41,000		\$58,000		\$59,500	
Sold Price		\$38,000		\$45,000		\$55,000	
Status		Closed		Closed		Closed	
Status Date		09/08/2021		06/14/2021		09/10/2021	
Days on Market		308		262		114	
Adjustment			+/-		+/-		+/-
Lot Size	19,558	6,001 - 12,000		6,001 - 12,000		6,001 - 12,000	
How Sold		Cash		Cash		Cash	
Adjusted Price	\$70,000	\$38,000		\$45,000		\$55,000	

Subject		169300		168502		173219	
							
569 county road 265 Rifle CO 81650		818 E 19th Street Rifle CO		0 East 17th St. Rifle CO		Tbd Rifle Heights Drive Rifle CO	
Distance From Subject		1.26		1.51		0.99	
List Price		\$92,000		\$62,517		\$85,000	
Original List Price		\$92,000		\$65,017		\$85,000	
Sold Price		\$87,000		\$60,000		\$85,000	
Status		Closed		Closed		Closed	
Status Date		05/15/2021		07/12/2021		12/27/2021	
Days on Market		44		145		17	
Adjustment			+/-		+/-		+/-
Lot Size	19,558	6,001 - 12,000		6,001 - 12,000		6,001 - 12,000	
How Sold		Cash		Cash		Cash	
Adjusted Price	\$70,000	\$87,000		\$60,000		\$85,000	

Subject		163437		160048		163664	
							
569 county road 265 Rifle CO 81650		TBD E 17th Street Rifle CO		0 McCarron Avenue Rifle CO		1612 Balsam Loop Rifle CO	
Distance From Subject		1.28		1.00		1.16	
List Price		\$85,000		\$49,900		\$74,750	
Original List Price		\$85,000		\$70,000		\$71,500	
Sold Price		\$85,000		\$38,000		\$74,750	
Status		Closed		Closed		Closed	
Status Date		05/04/2021		05/19/2021		06/30/2021	
Days on Market		369		468		455	
Adjustment			+/-		+/-		+/-
Lot Size	19,558	6,001 - 12,000		6,001 - 12,000		6,001 - 12,000	
How Sold		Cash		Cash		Other	
Adjusted Price	\$70,000	\$85,000		\$38,000		\$74,750	

Subject**173190****170598****168441**

569 county road 265
Rifle CO 81650

Tbd Rifle Heights Drive
Rifle CO

3242 Coal Mine Avenue
Rifle CO

TBD Arbor Lane
Rifle CO

Distance From Subject		1.02	1.74	0.85
List Price		\$85,000	\$75,000	\$75,000
Original List Price		\$85,000	\$75,000	\$75,000
Sold Price		\$85,000	\$70,000	\$75,000
Status		Closed	Closed	Closed
Status Date		12/23/2021	10/01/2021	03/23/2021
Days on Market		17	103	45
Adjustment				
Lot Size	19,558	6,001 - 12,000	6,001 - 12,000	6,001 - 12,000
How Sold		Cash	Owner Will Carry	Conventional Fixed
Adjusted Price	\$70,000	\$85,000	\$70,000	\$75,000

Subject

167127

167124

167126



569 county road 265
Rifle CO 81650

TBD-Lot 1 Munro Avenue
Rifle CO

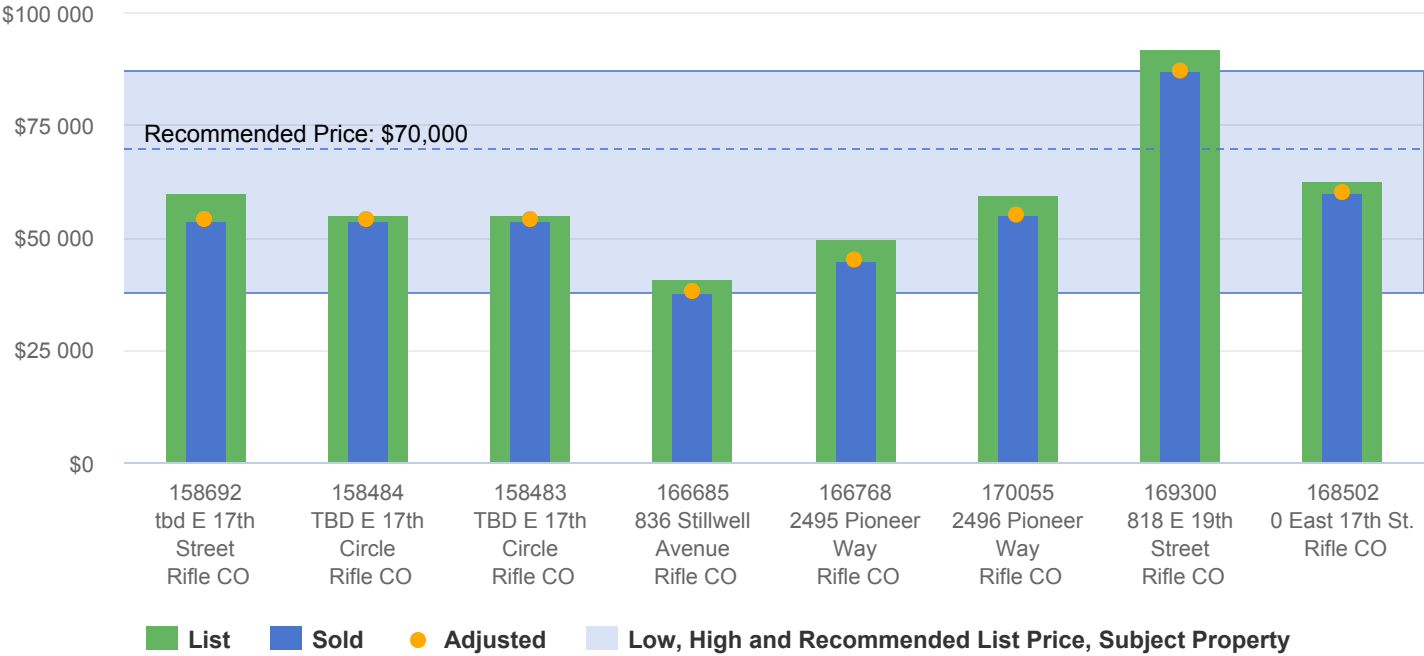
TBD Lot3 Munro Avenue
Rifle CO

TBD Lot 4 Munro Avenue
Rifle CO

Distance From Subject		0.81	0.81	0.79
List Price		\$75,000	\$75,000	\$85,000
Original List Price		\$75,000	\$75,000	\$85,000
Sold Price		\$70,000	\$75,000	\$85,000
Status		Closed	Closed	Closed
Status Date		03/15/2021	10/21/2021	11/10/2021
Days on Market		157	371	397
Adjustment			+/-	+/-
Lot Size	19,558	12,001 - 22,000	6,001 - 12,000	12,001 - 22,000
How Sold		Conventional Fixed	Owner Will Carry	Owner Will Carry
Adjusted Price	\$70,000	\$70,000	\$75,000	\$85,000

Price Analysis

List, Sold and Adjusted Prices
Closed Listings



Low, Average, Median, and High Sold Prices
Closed Listings



Summary of Closed Listings

MLS #	Address	List Price	DOM	Sold Date	Sold Price	Total Adjustments	Adjusted Price
158692	tbd E 17th Street, Rifle CO	\$60,000	831	06/04/2021	\$54,000	-	\$54,000
158484	TBD E 17th Circle, Rifle CO	\$55,000	636	08/06/2021	\$54,000	-	\$54,000
158483	TBD E 17th Circle, Rifle CO	\$55,000	636	08/06/2021	\$54,000	-	\$54,000
166685	836 Stillwell Avenue, Rifle CO	\$41,000	308	08/06/2021	\$38,000	-	\$38,000
166768	2495 Pioneer Way, Rifle CO	\$49,950	262	06/14/2021	\$45,000	-	\$45,000
170055	2496 Pioneer Way, Rifle CO	\$59,500	114	09/09/2021	\$55,000	-	\$55,000
169300	818 E 19th Street, Rifle CO	\$92,000	44	05/14/2021	\$87,000	-	\$87,000
168502	0 East 17th St., Rifle CO	\$62,517	145	07/09/2021	\$60,000	-	\$60,000
173219	Tbd Rifle Heights Drive, Rifle CO	\$85,000	17	11/22/2021	\$85,000	-	\$85,000
163437	TBD E 17th Street, Rifle CO	\$85,000	369	05/03/2021	\$85,000	-	\$85,000
160048	0 McCarron Avenue, Rifle CO	\$49,900	468	05/19/2021	\$38,000	-	\$38,000
163664	1612 Balsam Loop, Rifle CO	\$74,750	455	06/25/2021	\$74,750	-	\$74,750
173190	Tbd Rifle Heights Drive, Rifle CO	\$85,000	17	11/22/2021	\$85,000	-	\$85,000
170598	3242 Coal Mine Avenue, Rifle CO	\$75,000	103	09/29/2021	\$70,000	-	\$70,000
168441	TBD Arbor Lane, Rifle CO	\$75,000	45	03/22/2021	\$75,000	-	\$75,000
167127	TBD-Lot 1 Munro Avenue, Rifle CO	\$75,000	157	03/15/2021	\$70,000	-	\$70,000
167124	TBD Lot3 Munro Avenue, Rifle CO	\$75,000	371	10/15/2021	\$75,000	-	\$75,000
167126	TBD Lot 4 Munro Avenue, Rifle CO	\$85,000	397	11/10/2021	\$85,000	-	\$85,000

Low, Average, Median, and High Comparisons

	Closed	Overall
Low	\$38,000	\$38,000
Average	\$66,097	\$66,097
Median	\$70,000	\$70,000
High	\$87,000	\$87,000

Overall Market Analysis (Unadjusted)

Status	#	List Vol.	Avg. List Price	Sold Vol.	Avg. Sold Price	Avg. Sale/List Price	Avg. Nbr of Acres	Avg. List \$/Nbr of Acres	Avg. Sold \$/Nbr of Acres	Avg. DOM
Closed	18	1,239,617	68,868	1,189,750	66,097	0.95	0	359,012.30	343,049.69	299
Overall	18	1,239,617	68,868	1,189,750	66,097	0.95	0	359,012.30	343,049.69	299

SELECTION CRITERIA FOR COMPARABLE PROPERTIES

Specified listings from the following search: Property type RES Vacant Land; Status of 'Active', 'Closed', 'Pending'; Major Area of 'Rifle'; Under Contract Date between '02/17/2021' and '02/17/2032'; Sold Date between '02/17/2021' and '02/17/2032'.

Listing Price Recommendation

Low	\$38,000
High	\$87,000
Recommended	\$70,000

tbd E 17th Street, Rifle, CO 81650

158692 RES Vacant Land Closed **\$54,000**

Provided as a courtesy of

Kehaulani Rust

Roaring Fork Sotheby's Meadows

150 West Meadows Dr Unit 3

Glenwood Springs, CO 81601

Office - (970) 366-3511

Mobile - (970) 274-1351

kehaulani.rust@sothebysrealty.com

Type: Area:	Single Family Lot 12-Rifle Proper	Sub-Type:	N/A	Major Area:	Rifle
Lot Size:	3,001 - 6,000	Acreage:	Refer to Lot Size		
Short Sale: Auction:	No No	REO: Member Association:	No Glenwood Association	Foreclosure:	No
Sold Price Per/Acre:	490,909	List Price Per/Acre:	545,454	Sub/Loc:	Promontory at Graham Mesa
Lot SqFt:	4,560	Nbr of Acres:	0.11	County:	Garfield
Zoning:	SFR	ADU Allowed:	No	Sold Price Per/SF:	11.84
FAR:	No	Allowable FAR:		Orig List Price Per/SF:	14.25
Asking Price Per/SF:	13.16				
Metro Tax District:	Yes	Taxes:	0	Tax Year:	2018
Transfer Tax:	No	HOA Dues Y/N:	No	Association Fee:	
Association Fee Frequency:		Total HOA Fee Per Year:		Payment Per:	
Special Assessments:					
Proposed Close Date: 06/04/2021					
Other Dues:					
Public Remarks: Here is Lot 31 of Rifle's Newest Housing Development, The Promontory at Graham Mesa. A total of 32 residential building sites ready for you to come build your dream home. Legal: Section: 10 Township: 6 Range: 93 Subdivision: PROMONTORY AT GRAHAM MESA AMENDED FILING 4 Lot: 31 AS PER FIRST AMENDED Directions: Railroad Avenue to East 16th Street. Turn Left on Birch Avenue. Turn Right on East 17th Street.					
<u>Possible Use:</u> Single Family <u>Lot Description:</u> Flat; View <u>Electric:</u> Yes <u>Gas:</u> Available <u>Water:</u> City		<u>Sanitation:</u> Sewer <u>Mineral Rights:</u> No <u>Water Rights:</u> None <u>Crops:</u> No		<u>Terms Offered:</u> Cash; New Loan <u>Possession:</u> DOD <u>Access:</u> Paved <u>Sign:</u> No	
Other Dues:					
Asking Price:	60,000	Original List Price:	65,000	Sold Date:	06/04/2021
Sold Price:	54,000	How Sold:	Cash		

TBD E 17th Circle, Rifle, CO 81650		158484 RES Vacant Land Closed \$54,000	
 Provided as a courtesy of Kehaulani Rust Roaring Fork Sotheby's Meadows 150 West Meadows Dr Unit 3 Glenwood Springs, CO 81601 Office - (970) 366-3511 Mobile - (970) 274-1351 kehaulani.rust@sothebysrealty.com		 ©2020 Property of Aspen/Glenwood MLS	
Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	3,001 - 6,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:	No	Member Association:	Glenwood Association
Sold Price Per/Acre:	490,909	List Price Per/Acre:	500,000
Lot SqFt:	4,575	Nbr of Acres:	0.11
Zoning:	SFR	ADU Allowed:	No
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	12.02	Sub/Loc:	Promontory at Graham Mesa
Metro Tax District:	Yes	Taxes:	0
Transfer Tax:	No	HOA Dues Y/N:	No
Association Fee Frequency:		Total HOA Fee Per Year:	
Special Assessments:		Tax Year:	2018
		Association Fee:	
		Payment Per:	
Proposed Close Date: 08/06/2021			
Other Dues:			
Public Remarks: Here is Lot 4 of Rifle's Newest Housing Development, The Promontory at Graham Mesa. A total of 32 residential building sites ready for you to come build your dream home. Legal: Section: 10 Township: 6 Range: 93 Subdivision: PROMONTORY AT GRAHAM MESA AMENDED FILING 4 Lot: 4 AS PER FIRST AMENDED FI Directions: Railroad Avenue to East 16th Street. Turn Left on Birch Avenue. Turn Right on East 17th Street, Turn Right on East 17th Circle.			
Possible Use: Single Family Lot Description: Flat; View Electric: Yes Gas: Available Water: City		Sanitation: Sewer Mineral Rights: No Water Rights: None Crops: No	
Terms Offered: Cash; New Loan Possession: DOD Access: Paved Sign: No			
Other Dues:			
Asking Price:	55,000	Original List Price:	60,000
Sold Price:	54,000	How Sold:	Cash
		Sold Date:	08/06/2021

TBD E 17th Circle, Rifle, CO 81650		158483 RES Vacant Land Closed \$54,000	
 <i>Provided as a courtesy of</i> Kehaulani Rust Roaring Fork Sotheby's Meadows 150 West Meadows Dr Unit 3 Glenwood Springs, CO 81601 Office - (970) 366-3511 Mobile - (970) 274-1351 kehaulani.rust@sothebysrealty.com		 ©2020 Property of Aspen/Glenwood MLS	
Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	3,001 - 6,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:	No	Member Association:	Glenwood Association
Foreclosure:	No		
Sold Price Per/Acre:	490,909	List Price Per/Acre:	500,000
Lot SqFt:	4,598	Nbr of Acres:	0.11
Zoning:	SFR	ADU Allowed:	No
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	11.96	Sub/Loc:	Promontory at Graham Mesa
		County:	Garfield
		Sold Price Per/SF:	11.74
		Orig List Price Per/SF:	13.05
Metro Tax District:	Yes	Taxes:	0
Transfer Tax:	No	HOA Dues Y/N:	No
Association Fee		Total HOA Fee Per Year:	
Frequency:		Tax Year:	2018
Special Assessments:		Association Fee:	
		Payment Per:	
Proposed Close Date: 08/06/2021			
Other Dues:			
Public Remarks: This is Lot 3 of Rifle's Newest Subdivision, The Promontory at Graham Mesa. Build your new home here! Legal: Section: 10 Township: 6 Range: 93 Subdivision: PROMONTORY AT GRAHAM MESA AMENDED FILING 4 Lot: 3 AS PER FIRST AMENDED FI Directions: Railroad to East 16th Street. East 16th Street to Birch Avenue. Turn left onto Birch Avenue, then turn right onto East 17th Street, turn right onto East 17th Circle.			
Possible Use: Single Family Lot Description: Flat; View Electric: Yes Gas: Available Water: City		Sanitation: Sewer Mineral Rights: No Water Rights: None Crops: No	
		Terms Offered: Cash; New Loan Possession: DOD Access: Paved Sign: No	
Other Dues:			
Asking Price:	55,000	Original List Price:	60,000
Sold Price:	54,000	How Sold:	Cash
		Sold Date:	08/06/2021

836 Stillwell Avenue, Rifle, CO 81650		166685 RES Vacant Land Closed \$38,000	
 <i>Provided as a courtesy of</i> Kehaulani Rust Roaring Fork Sotheby's Meadows 150 West Meadows Dr Unit 3 Glenwood Springs, CO 81601 Office - (970) 366-3511 Mobile - (970) 274-1351 kehaulani.rust@sothebysrealty.com		 ©2020 Property of Aspen	
Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:	No	Member Association:	Glenwood Association
Foreclosure:	No		
Sold Price Per/Acre:	271,428	List Price Per/Acre:	292,857
Lot SqFt:	6,098	Nbr of Acres:	0.14
Zoning:	RES	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	6.72	Sub/Loc:	Park Ave Addition
		County:	Garfield
		Sold Price Per/SF:	6.23
		Orig List Price Per/SF:	6.72
Metro Tax District:	No	Taxes:	301.12
Transfer Tax:	No	HOA Dues Y/N:	No
Association Fee		Total HOA Fee Per	0
Frequency:		Year:	
Special Assessments:		Tax Year:	2019
		Association Fee:	
		Payment Per:	
Proposed Close Date: 08/09/2021			
Other Dues:			
Public Remarks: Affordable lot, convenient location, no HOA, Soils report available. Legal: Section: 9 Township: 6 Range: 93 Subdivision: PARK AVE. ADD. Block: C Lot: 30 6098 SQUARE FEET Directions: sign at property			
Possible Use: Single Family Lot Description: Flat Electric: No Gas: Available; Natural Gas Water: City		Sanitation: Sewer Mineral Rights: No Crops: No Documents on File: Soils Test	
		Terms Offered: Cash; New Loan Possession: DOD Access: Unpaved Sign: No	
Other Dues:			
Asking Price:	41,000	Original List Price:	41,000
Sold Price:	38,000	How Sold:	Cash
		Sold Date:	08/06/2021

2495 Pioneer Way, Rifle, CO 81650		166768 RES Vacant Land Closed \$45,000	
 <i>Provided as a courtesy of</i> Kehaulani Rust Roaring Fork Sotheby's Meadows 150 West Meadows Dr Unit 3 Glenwood Springs, CO 81601 Office - (970) 366-3511 Mobile - (970) 274-1351 kehaulani.rust@sothebysrealty.com		 ©2020 Property of Aspen/Glenwood ML S	
Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Unknown
Short Sale:	No	REO:	No
Auction:	No	Member Association:	Aspen Association
Sold Price Per/Acre:	281,250	List Price Per/Acre:	312,187
Lot SqFt:	7,000	Nbr of Acres:	0.16
Zoning:	PUD	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	7.14	Sub/Loc:	Pioneer Mesa
		County:	Garfield
		Sold Price Per/SF:	6.43
		Orig List Price Per/SF:	8.29
Metro Tax District:	No	Taxes:	802.96
Transfer Tax:	No	HOA Dues Y/N:	Yes
Association Fee	Annually	Total HOA Fee Per Year:	700
Frequency:		Tax Year:	2019
Special Assessments:		Association Fee:	700
		Payment Per:	
Proposed Close Date: 06/04/2021			
Other Dues:			
Public Remarks: Build your dream home in Rifle! Flat lot on a quiet cul-de-sac across from the Park. Stick built and new HUD or UBC approved homes and UBC/IRC site built homes are permitted. Legal: Section: 18 Township: 6 Range: 93 Subdivision: PIONEER MESA PUD FILING 1 Block: 1 Lot: 17 7000 SQUARE FEET Directions: From Highway 6&24 in West Rifle, north on W 2nd Street, North on Pioneer Way.			
Possible Use: Single Family Lot Description: Cul-de-Sac; Flat; View Electric: Yes Gas: Natural Gas Water: City		Sanitation: Sewer Extras: Other Residences Mineral Rights: No Water Rights: None	
		HOA Fee Includes: Grounds Maintenance; Management Terms Offered: Cash; New Loan Access: Paved Sign: Yes	
Other Dues:			
Asking Price:	49,950	Original List Price:	58,000
Sold Price:	45,000	How Sold:	Cash
		Sold Date:	06/14/2021

2496 Pioneer Way, Rifle, CO 81650		170055 RES Vacant Land Closed \$55,000	
 <i>Provided as a courtesy of</i> Kehaulani Rust Roaring Fork Sotheby's Meadows 150 West Meadows Dr Unit 3 Glenwood Springs, CO 81601 Office - (970) 366-3511 Mobile - (970) 274-1351 kehaulani.rust@sothebysrealty.com			
Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:	No	Member Association:	Glenwood Association
Foreclosure:	No		
Sold Price Per/Acre:	343,750	List Price Per/Acre:	371,875
Lot SqFt:	7,137	Nbr of Acres:	0.16
Zoning:	Residential	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	8.34	Sub/Loc:	Pioneer Mesa
		County:	Garfield
		Sold Price Per/SF:	7.71
		Orig List Price Per/SF:	8.34
Metro Tax District:	No	Taxes:	848.48
Transfer Tax:	No	HOA Dues Y/N:	Yes
Association Fee	Quarterly	Total HOA Fee Per Year:	700
Frequency:		Tax Year:	2020
Special Assessments:		Association Fee:	175
		Payment Per:	
Proposed Close Date: 09/09/2021			
Other Dues:			
Public Remarks: Located in a well planned neighborhood, this flat and easy to build on single family home site is across the street from a friendly park and has its own unique view. Soils test and stamped building plans(1,392 sqft ranch w/2car), engineering and site plan included. Legal: PIONEER MESA PUD FILING 1, Block 1, Lot 19 Directions: From Hwy 13 Bypass, West on 2nd Street, right on Pioneer Way			
Possible Use: Single Family Lot Description: Cul-de-Sac; View Gas: Natural Gas Water: City Sanitation: Sewer		Mineral Rights: No Water Rights: None Crops: No HOA Fee Includes: Insurance; Management	
		Terms Offered: Cash; New Loan Possession: DOD Access: Paved Sign: Yes	
Other Dues:			
Asking Price:	59,500	Original List Price:	59,500
Sold Price:	55,000	How Sold:	Cash
		Sold Date:	09/09/2021

818 E 19th Street, Rifle, CO 81650		169300 RES Vacant Land Closed \$87,000	
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Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:		Member Association:	Glenwood Association
Foreclosure:			
Sold Price Per/Acre:	457,894	List Price Per/Acre:	484,210
Lot SqFt:	8,464	Nbr of Acres:	0.19
Zoning:	PUD	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	10.87	Sub/Loc:	North Pasture
		County:	Garfield
		Sold Price Per/SF:	10.28
		Orig List Price Per/SF:	10.87
Metro Tax District:	No	Taxes:	1,124.24
Transfer Tax:	No	HOA Dues Y/N:	No
Association Fee		Total HOA Fee Per	0
Frequency:		Year:	
Special Assessments:		Tax Year:	2020
		Association Fee:	
		Payment Per:	
Proposed Close Date: 05/14/2021			
Other Dues:			
Public Remarks: Looking for a home site with an outstanding view? Here it is! Come take a walk on this flat lot and see for yourself! This spacious lot in North Pasture Subdivision boasts 8464sf and backs up to the open space of the City of Rifle's property which allows for a beautiful mountain view to the North. House plans are included which can help expedite the start of your new home or design your own plans. With home inventory continuing to remain low this is the time to buy land and build your dream home! Legal: Lot 4, Block 6, North Pasture Filing 3 Section: 9 Township: 6 Range: 93 Directions: East on 16th Street, Left (N) on Anvil View Ave., Right (E) on 19th Street. Property is on the left.			
Possible Use: Single Family Lot Description: Flat; View Electric: Yes Gas: Available		Water: City Sanitation: Sewer Mineral Rights: No	
		Water Rights: None Possession: DOD Access: Paved	
Other Dues:			
Asking Price:	92,000	Original List Price:	92,000
Sold Price:	87,000	How Sold:	Cash
		Sold Date:	05/14/2021

0 East 17th St., Rifle, CO 81650

168502 RES Vacant Land Closed **\$60,000**

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Type: Area:	Single Family Lot 12-Rifle Proper	Sub-Type:	N/A	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size		
Short Sale: Auction:		REO: Member Association:	No Glenwood Association	Foreclosure:	
Sold Price Per/Acre:	315,789	List Price Per/Acre:	329,036	Sub/Loc:	Promontory at Graham Mesa
Lot SqFt:	8,201	Nbr of Acres:	0.19	County:	Garfield
Zoning:	Residential	ADU Allowed:	No	Sold Price Per/SF:	7.32
FAR:	No	Allowable FAR:		Orig List Price Per/SF:	7.93
Asking Price Per/SF:	7.62				
Metro Tax District:	No	Taxes:	73.14	Tax Year:	2020
Transfer Tax:	No	HOA Dues Y/N:	No	Association Fee:	
Association Fee Frequency:		Total HOA Fee Per Year:	0	Payment Per:	
Special Assessments:					
Proposed Close Date: 07/01/2021					
Other Dues:					
Public Remarks: Here is Lot 107 in The Promontory at Graham Mesa. This spacious corner lot is ready for you to come build your dream home. Legal: Section: 10 Township: 6 Range: 93 Subdivision: PROMONTORY AT GRAHAM MESA PH #3 Lot: 107 Directions: Take right off Railroad Ave onto E 16th. Follow for approximately 1 mile take left onto Birch Ave. Take first right onto E 17th. Lot will on your left.					
<u>Possible Use:</u> Single Family <u>Lot Description:</u> Corner Lot; Flat <u>Electric:</u> Yes <u>Gas:</u> Natural Gas <u>Water:</u> City		<u>Sanitation:</u> Sewer <u>Extras:</u> Cable TV <u>Mineral Rights:</u> No <u>Water Rights:</u> None <u>Crops:</u> No		<u>Terms Offered:</u> Cash; New Loan <u>Possession:</u> DOD <u>Access:</u> Paved <u>Sign:</u> Yes	
Other Dues:					
Asking Price:	62,517	Original List Price:	65,017	Sold Date:	07/09/2021
Sold Price:	60,000	How Sold:	Cash		

Tbd Rifle Heights Drive, Rifle, CO 81650				173219 RES Vacant Land Closed \$85,000	
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Type:	Single Family Lot	Sub-Type:	N/A	Major Area:	Rifle
Area:	12-Rifle Proper				
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size		
Short Sale:		REO:	No	Foreclosure:	
Auction:		Member Association:	Glenwood Association		
Sold Price Per/Acre:	425,000	List Price Per/Acre:	425,000	Sub/Loc:	Rifle Heights
Lot SqFt:	9,067	Nbr of Acres:	0.20	County:	Garfield
Zoning:	PUD	ADU Allowed:		Sold Price Per/SF:	9.37
FAR:	No	Allowable FAR:		Orig List Price Per/SF:	9.37
Asking Price Per/SF:	9.37				
Metro Tax District:	No	Taxes:	209.20	Tax Year:	2020
Transfer Tax:	No	HOA Dues Y/N:	No	Association Fee:	
Association Fee		Total HOA Fee Per	0	Payment Per:	
Frequency:		Year:			
Special Assessments:					
Proposed Close Date:					
Other Dues:					
Public Remarks: under contract prior to mls Legal: Lot 86 Phase 1 Rifle Heights Sub Division Directions: Rifle Heights Dr					
Other Dues:					
Asking Price:	85,000	Original List Price:	85,000	Sold Date:	11/22/2021
Sold Price:	85,000	How Sold:	Cash		

TBD E 17th Street, Rifle, CO 81650		163437 RES Vacant Land Closed \$85,000	
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Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:	No	Member Association:	Glenwood Association
Foreclosure:	No		
Sold Price Per/Acre:	404,761	List Price Per/Acre:	404,761
Lot SqFt:	9,325	Nbr of Acres:	0.21
Zoning:	Residential	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	9.12	Sub/Loc:	North Pasture
		County:	Garfield
		Sold Price Per/SF:	9.12
		Orig List Price Per/SF:	9.12
Metro Tax District:	No	Taxes:	883.24
Transfer Tax:	No	HOA Dues Y/N:	No
Association Fee	Annually	Total HOA Fee Per Year:	
Frequency:		Tax Year:	2019
Special Assessments:		Association Fee:	
		Payment Per:	
Proposed Close Date: 05/03/2021			
Other Dues:			
Public Remarks: GO VERTICAL! This 9,325 sq ft single family lot in North Pasture subdivision has a set of stamped blue prints, engineering and soils reports making this lot building permit ready! If you want to cut to the front of the line, this is your chance! No waiting, just purchase the lot and be ready to submit your plans to City of Rifle and break ground. Legal: Section: 9 Township: 6 Range: 93 Subdivision: NORTH PASTURE FLG 4 Block: 2 Lot: 20 Directions: North on Railroad Ave., Right on E. 16th St., Left on Birch Ave., Left on E. 17th St.			
Possible Use: Single Family Lot Description: Flat Mineral Rights: No		Terms Offered: Cash; New Loan Possession: DOD	
		Access: Paved Sign: Yes	
Other Dues:			
Asking Price:	85,000	Original List Price:	85,000
Sold Price:	85,000	How Sold:	Cash
		Sold Date:	05/03/2021

0 McCarron Avenue, Rifle, CO 81650

160048 RES Vacant Land Closed \$38,000*Provided as a courtesy of***Kehaulani Rust**

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150 West Meadows Dr Unit 3

Glenwood Springs, CO 81601

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Type: Area:	Single Family Lot 12-Rifle Proper	Sub-Type:	N/A	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size		
Short Sale: Auction:	No No	REO: Member Association:	No Glenwood Association	Foreclosure:	No
Sold Price Per/Acre: Lot SqFt: Zoning: FAR: Asking Price Per/SF:	180,952 9,375 Residential No 5.32	List Price Per/Acre: Nbr of Acres: ADU Allowed: Allowable FAR:	237,619 0.21 No	Sub/Loc: County: Sold Price Per/SF: Orig List Price Per/SF:	Swain Addition Garfield 4.05 7.47
Metro Tax District: Transfer Tax: Association Fee Frequency: Special Assessments:	No No	Taxes: HOA Dues Y/N: Total HOA Fee Per Year:	642.36 No 0	Tax Year: Association Fee: Payment Per:	2019
Proposed Close Date: 05/19/2021					
Other Dues:					
Public Remarks: Great buildable lot in downtown Rifle. Borders large vacant parcels. Located on an elevated bench with good views West. Zoning allows for manufactured homes and duplexes with review. Utilities and driveway will need to be installed. Legal: Section: 9 Township: 6 Range: 93 Subdivision: MCCARRON ADD. Block: 1 Lot: 14 THRU:- Lot: 16 Directions: Head north on Railroad Ave, Turn right (east) onto E 5th St, turn left (north) onto Whiteriver Ave, turn right (east) onto E 7th St. Lot will be on your left.					
Possible Use: Multi-Family; Single Family Lot Description: Flat; View Electric: No Gas: Natural Gas Water: City		Sanitation: Sewer Mineral Rights: No Water Rights: None Crops: No		Terms Offered: Cash; New Loan Possession: DOD Access: Paved Sign: Yes	
Other Dues:					
Asking Price: Sold Price:	49,900 38,000	Original List Price: How Sold:	70,000 Cash	Sold Date:	05/19/2021

1612 Balsam Loop, Rifle, CO 81650

163664 RES Vacant Land Closed **\$74,750**

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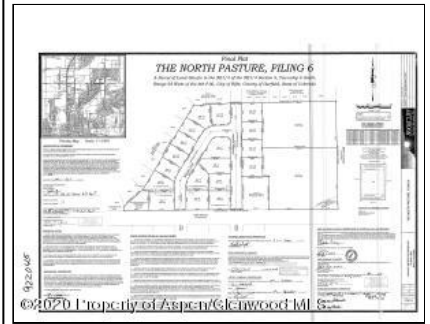
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Type: Area:	Single Family Lot 12-Rifle Proper	Sub-Type:	N/A	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size		
Short Sale: Auction:	No No	REO: Member Association:	No Glenwood Association	Foreclosure:	No
Sold Price Per/Acre: Lot SqFt: Zoning: FAR: Asking Price Per/SF:	339,772 8,797 MDR No 8.50	List Price Per/Acre: Nbr of Acres: ADU Allowed: Allowable FAR:	339,772 0.22 Yes	Sub/Loc: County: Sold Price Per/SF: Orig List Price Per/SF:	North Pasture Garfield 8.50 8.13
Metro Tax District: Transfer Tax: Association Fee Frequency: Special Assessments:	No No Annually n/a	Taxes: HOA Dues Y/N: Total HOA Fee Per Year:	114.20 No	Tax Year: Association Fee: Payment Per:	2019
Proposed Close Date:					
Other Dues:					
Public Remarks: No HOA Legal: Quarter: NE Section: 9 Township: 6 Range: 93 Subdivision: NORTH PASTURE FLG 6 Lot: 6 FINAL PLAT RECEPTION NO. 922045 Directions: Railroad Ave. to 16th St., right on 16th to Arabian Ave., left on Balsam Loop to lot.					
<u>Possible Use</u> : Multi-Family; Single Family <u>Lot Description</u> : Corner Lot; Flat <u>Electric</u> : Yes <u>Gas</u> : Installed; Natural Gas <u>Water</u> : City		<u>Sanitation</u> : Sewer <u>Mineral Rights</u> : No <u>Water Rights</u> : None <u>Crops</u> : No <u>Documents on File</u> : Radon Test; Soils Test		<u>Disclosures</u> : Slr Licensed RE Agnt <u>Terms Offered</u> : Cash; New Loan <u>Possession</u> : DOD <u>Access</u> : Paved <u>Sign</u> : No	
Other Dues:					
Asking Price: Sold Price:	74,750 74,750	Original List Price: How Sold:	71,500 Other	Sold Date:	06/25/2021

Tbd Rifle Heights Drive, Rifle, CO 81650		173190 RES Vacant Land Closed \$85,000	
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Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size
Short Sale:		REO:	No
Auction:		Member Association:	Glenwood Association
Foreclosure:			
Sold Price Per/Acre:	386,363	List Price Per/Acre:	386,363
Lot SqFt:	9,671	Nbr of Acres:	0.22
Zoning:	PUD	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	8.79	Sub/Loc:	Rifle Heights
		County:	Garfield
		Sold Price Per/SF:	8.79
		Orig List Price Per/SF:	8.79
Metro Tax District:	No	Taxes:	209.20
Transfer Tax:	No	HOA Dues Y/N:	No
Association Fee		Total HOA Fee Per	0
Frequency:		Year:	
Special Assessments:		Tax Year:	2020
		Association Fee:	
		Payment Per:	
Proposed Close Date:			
Other Dues:			
Public Remarks: under contract prior to mls			
Legal: Lot:34 Phase 1, Rifle Heights Sub Division			
Directions: Rifle Heights			
Other Dues:			
Asking Price:	85,000	Original List Price:	85,000
Sold Price:	85,000	How Sold:	Cash
		Sold Date:	11/22/2021

3242 Coal Mine Avenue, Rifle, CO 81650

170598 RES Vacant Land Closed **\$70,000**

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Type: Area:	Single Family Lot 12-Rifle Proper	Sub-Type:	N/A	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size		
Short Sale: Auction:	No No	REO: Member Association:	No Glenwood Association	Foreclosure:	
Sold Price Per/Acre: Lot SqFt: Zoning: FAR: Asking Price Per/SF:	318,181 96,000 MDRPUD No 0.78	List Price Per/Acre: Nbr of Acres: ADU Allowed: Allowable FAR:	340,909 0.22 No	Sub/Loc: County: Sold Price Per/SF: Orig List Price Per/SF:	Rimrock Garfield 0.73 0.78
Metro Tax District: Transfer Tax: Association Fee Frequency: Special Assessments:	No No	Taxes: HOA Dues Y/N: Total HOA Fee Per Year:	933.32 No 0	Tax Year: Association Fee: Payment Per:	2020
Proposed Close Date: 09/15/2021					
Other Dues:					
Public Remarks: Flat usable building site, no neighbors to the rear side. No HOA. Quiet dead-end street with little traffic. Property is deed restricted to single family stick built, no modular homes and no multi-family. Seller plans to retain a 10 ft easement on the north side to allow additional room for backing out of tri-plex parking are to the north. Tap fees are water \$4595 and sewer \$5106 per EQR. Additional fees of +/- \$1200 for meter, water rights dedication fee connection and inspection fees. Seller may consider owner carry, good credit, 35% down, 3-5 yr balloon and will not subordinate to construction loan. Legal: Lot 6, Block 9, Rimrock Subdivision, 1st Filing, 2nd Amended. According to the plat thereof, recorded 5/7/81 #36572 Directions: Hwy 13 north, just past Columbine ford, turn left on 30th. Right on Coal Mine Ave and follow to near the end, lot is on right.					
<u>Possible Use:</u> Single Family <u>Lot Description:</u> Flat; View <u>Gas:</u> Available; Natural Gas <u>Water:</u> City <u>Sanitation:</u> Sewer		<u>Mineral Rights:</u> No <u>Water Rights:</u> None <u>Crops:</u> No <u>Documents on File:</u> Survey		<u>Terms Offered:</u> Cash; New Loan; Seller Finance <u>Possession:</u> DOD <u>Access:</u> Paved <u>Sign:</u> Yes	
Other Dues:					
Asking Price: Sold Price:	75,000 70,000	Original List Price: How Sold:	75,000 Owner Will Carry	Sold Date:	09/29/2021

TBD Arbor Lane, Rifle, CO 81650		168441 RES Vacant Land Closed \$75,000	
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Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:		Member Association:	Glenwood Association
Sold Price Per/Acre:	326,086	List Price Per/Acre:	326,086
Lot SqFt:	10,184	Nbr of Acres:	0.23
Zoning:	PUD	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	7.36	Sub/Loc:	Rifle Heights
		County:	Garfield
		Sold Price Per/SF:	7.36
		Orig List Price Per/SF:	7.36
Metro Tax District:	No	Taxes:	209.20
Transfer Tax:	No	HOA Dues Y/N:	No
Association Fee		Total HOA Fee Per	0
Frequency:		Year:	
Special Assessments:		Tax Year:	2020
		Association Fee:	
		Payment Per:	
Proposed Close Date: 03/22/2021			
Other Dues:			
Public Remarks: Have you been searching for a new home that meets your taste and standards? Unimpressed with small cookie cutter lots with no view, well come home to Rifle Heights. A new offering of beautiful single family lots is now available in the well thought out community of Rifle Heights. Perched on a knoll overlooking the City of Rifle, this community offers larger, well placed lots for your new home. Neighboring homes are well maintained and cared for and the neighbors are friendly. Amazing views of the Bookcliffs from every street along with a community nature trail. Build your new home in Rifle Heights and you will never want to leave. Lot 1 is a corner lot at in Arbor Lane which is a cul de sac Legal: LOT:1 PHASE:1 RIFLE HEIGHTS Directions: 9TH ST TO MUNRO, CORNER OF MUNRO AND ARBOR LANE			
Possible Use: Single Family Lot Description: Corner Lot; View; Wooded Lot Electric: Yes Gas: Available; Natural Gas		Water: City Sanitation: Sewer Mineral Rights: No Terms Offered: Cash; New Loan	
		Possession: DOD Access: Paved Sign: Yes	
Other Dues:			
Asking Price:	75,000	Original List Price:	75,000
Sold Price:	75,000	How Sold:	Conventional Fixed
		Sold Date:	03/22/2021

TBD-Lot 1 Munro Avenue, Rifle, CO 81650		167127 RES Vacant Land Closed \$70,000	
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Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	12,001 - 22,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:	No	Member Association:	Glenwood Association
Sold Price Per/Acre:	212,121	List Price Per/Acre:	227,272
Lot SqFt:	14,250	Nbr of Acres:	0.33
Zoning:	MDR	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	5.26	Sub/Loc:	Scalzo Ranch
		County:	Garfield
		Sold Price Per/SF:	4.91
		Orig List Price Per/SF:	5.26
Metro Tax District:	No	Taxes:	0
Transfer Tax:	No	HOA Dues Y/N:	No
Association Fee		Total HOA Fee Per Year:	0
Frequency:		Tax Year:	2020
Special Assessments:		Association Fee:	
		Payment Per:	
Proposed Close Date: 03/08/2021			
Other Dues:			
Public Remarks: Scalzo Ranch is a new 7 lot PUD with a convenient central Rifle location tucked between Munro Avenue and Whiteriver Avenue. This is the 14, 250 s. ft. lot 1 sitting just off Munro Avenue with excellent views to the West. Great lot to build your special in town new home. HOA Dues and covenants To Be Determined, in process. Buyer responsible to purchase water and sewer taps from City of Rifle as they are not included in purchase price. Legal: TBD - Scalzo Ranch Lot 1 Directions: Railroad Avenue to 9th Street and turn East to Munro Avenue and go left. Scalzo Ranch PUD is on left between East 11th and East 12th Streets. See Plat map in documents for lot 1.			
Lot Description: View		Sanitation: Sewer	
Electric: Yes		Mineral Rights: No	
Gas: Available; Natural Gas		Water Rights: None	
Water: City		Crops: No	
		Terms Offered: Cash; New Loan	
		Possession: DOD	
		Access: Paved	
		Sign: Yes	
Other Dues:			
Asking Price:	75,000	Original List Price:	75,000
Sold Price:	70,000	How Sold:	Conventional Fixed
		Sold Date:	03/15/2021

TBD Lot3 Munro Avenue, Rifle, CO 81650		167124 RES Vacant Land Closed \$75,000	
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Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	6,001 - 12,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:		Member Association:	Glenwood Association
Foreclosure:			
Sold Price Per/Acre:	202,702	List Price Per/Acre:	202,702
Lot SqFt:	11,929	Nbr of Acres:	0.37
Zoning:	MDR	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	6.29	Sub/Loc:	Scalzo Ranch
		County:	Garfield
		Sold Price Per/SF:	6.29
		Orig List Price Per/SF:	6.29
Metro Tax District:	No	Taxes:	0
Transfer Tax:	No	HOA Dues Y/N:	Yes
Association Fee	Monthly	Total HOA Fee Per Year:	0
Frequency:		Tax Year:	2020
Special Assessments:		Association Fee:	0
		Payment Per:	
Proposed Close Date: 09/24/2021			
Other Dues:			
Public Remarks: Scalzo Ranch is a new 7 lot PUD with a convenient central Rifle location tucked between Munro Avenue and Whiteriver Avenue with access off Munro Avenue. This is the 11,929 sq. ft. lot 3 sitting just off Munro Avenue with excellent views to the West. Great lot to build your special in town new home. HOA Dues are To Be Determined. Buyer responsible to purchase water and sewer taps from City of Rifle as they are not included in purchase price. Legal: Lot 3 2nd Amended Final Plat Scalzo Ranch According to the plat thereof recorded February 22, 2021 as Reception No. 9 Directions: Railroad Avenue to 9th Street and turn East to Munro Avenue and go left. Scalzo Ranch PUD is on left between East 11th and East 12th Streets. See Plat map in documents for lot 3.			
Possible Use: Single Family Lot Description: View Gas: Available; Natural Gas Water: City		Sanitation: Sewer Mineral Rights: No Water Rights: None Crops: No	
		Terms Offered: Cash; New Loan Possession: DOD Access: Paved Sign: Yes	
Other Dues:			
Asking Price:	75,000	Original List Price:	75,000
Sold Price:	75,000	How Sold:	Owner Will Carry
		Sold Date:	10/15/2021

TBD Lot 4 Munro Avenue, Rifle, CO 81650		167126 RES Vacant Land Closed \$85,000	
 <i>Provided as a courtesy of</i> Kehaulani Rust Roaring Fork Sotheby's Meadows 150 West Meadows Dr Unit 3 Glenwood Springs, CO 81601 Office - (970) 366-3511 Mobile - (970) 274-1351 kehaulani.rust@sothebysrealty.com		 ©2020 Property of Aspen/Glenwood MLS	
Type:	Single Family Lot	Sub-Type:	N/A
Area:	12-Rifle Proper	Major Area:	Rifle
Lot Size:	12,001 - 22,000	Acreage:	Refer to Lot Size
Short Sale:	No	REO:	No
Auction:		Member Association:	Glenwood Association
Foreclosure:			
Sold Price Per/Acre:	236,111	List Price Per/Acre:	236,111
Lot SqFt:	15,591	Nbr of Acres:	0.36
Zoning:	MDR	ADU Allowed:	
FAR:	No	Allowable FAR:	
Asking Price Per/SF:	5.45	Sub/Loc:	Scalzo Ranch
		County:	Garfield
		Sold Price Per/SF:	5.45
		Orig List Price Per/SF:	5.45
Metro Tax District:	No	Taxes:	0
Transfer Tax:	No	HOA Dues Y/N:	Yes
Association Fee	Monthly	Total HOA Fee Per Year:	0
Frequency:		Tax Year:	2020
Special Assessments:		Association Fee:	0
		Payment Per:	
Proposed Close Date: 11/10/2021			
Other Dues:			
Public Remarks: Scalzo Ranch is a new 7 Lot PUD with a convenient central Rifle location tucked between Munro Avenue and Whiteriver Avenue with access from Munro Avenue with excellent views to the West. This is the 15, 591 sq. ft. lot 4 sitting just above Whiteriver Avenue. Great lot to build your special in town new home.. HOA Dues To Be Determined. Buyer responsible to purchase water and sewer taps from City of Rifle as they are not included in purchase price. Legal: Lot 4 2nd Amended Final Plat Scalzo Ranch According to the plat thereof recorded February 22, 2021 as Reception No. 9 Directions: Railroad avenue to 9th Street and turn East to Munro Avenue and go left. Scalzo Ranch PUD is on left between East 11th and East 12th Streets. See Plat map in documents for lot 4.			
Possible Use: Single Family	Water: City	Crops: No	
Lot Description: View	Sanitation: Sewer	Terms Offered: Cash; New Loan	
Electric: Yes	Mineral Rights: No	Possession: DOD	
Gas: Available; Natural Gas	Water Rights: None	Sign: Yes	
Other Dues:			
Asking Price:	85,000	Original List Price:	85,000
Sold Price:	85,000	How Sold:	Owner Will Carry
		Sold Date:	11/10/2021



Agenda Item #9.c.

Agenda Item Name:

Consider Habitat for Humanity - Wapiti Commons Final Subdivision Plan and Final Plat - Ordinance No. 3 Series of 2022 - 1st Reading and Subdivision Improvement Agreement

Presenter:

Patrick Waller, Planning Director

Item Description:

Final Plan Review for Habitat for Humanity - Wapiti Commons Subdivision

Recommended Action:

Move to Approve Ordinance No. 3 Series of 2022 on first reading, as presented, and order it to be published as required by Charter, as well as the Subdivision Improvement Agreement

Fiscal Impact:

City Council has committed \$100,000 in fee waivers for the Affordable Housing project

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

The applicant has indicated that the units on the property will be deed restricted to citizens who make below 80% of the Area Median Income (AMI) for the area. This would mean the targetted income range is for residents making below \$67,600 for a four person household and below \$54,080 for a two person household. Habitat's goal is to sell the Townhomes for approximately \$240,000-\$290,000 and the condos for \$170,000-\$190,000.

Executive Summary:

The applicant requests approval of the Final Plan application for the development of ten townhomes and ten multi-family units on 1.52 acres zoned Community Service (CS). The applicant received unanimous approval for their Preliminary Plan application from the City of Rifle Planning Commission on December 14th 2022.

Notification Requirements:

Final Plan review is permitted to be completed in a Public Meeting per the Rifle Municipal Code.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Report & Exhibits - Wapiti Commons - Final Plan
2. Ordinance No. 3-Wapiti Commons Subdivision
3. Wapiti Commons SIA
4. Exhibits A, B, and C for SIA

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



MEMORANDUM

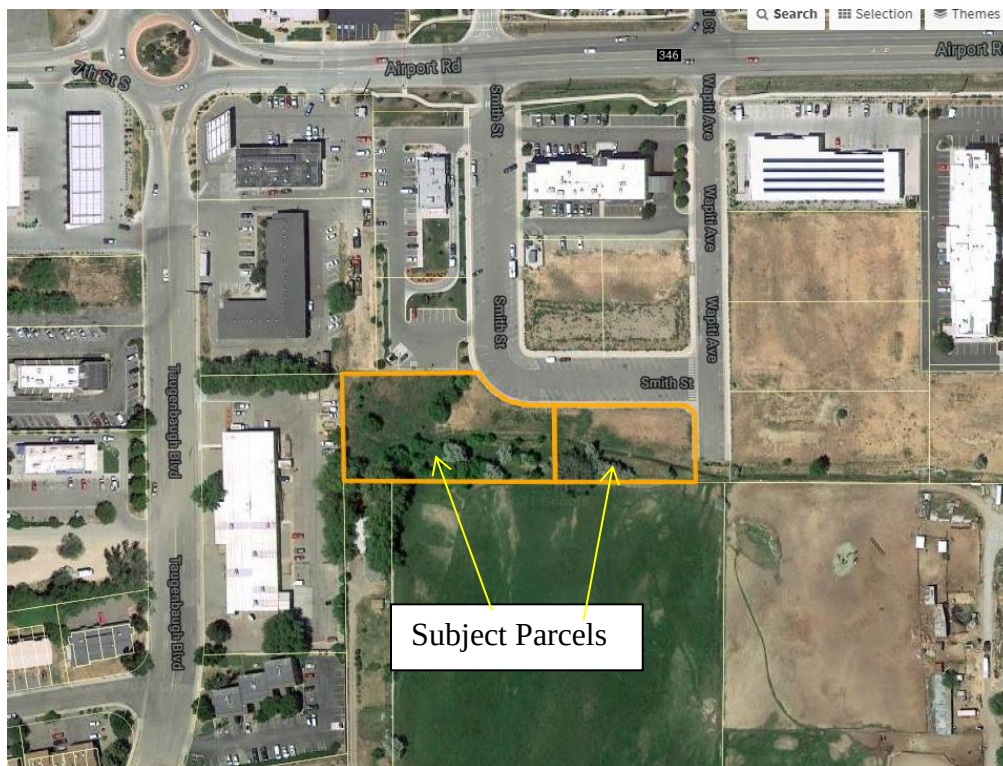
TO: City of Rifle City Council
FROM: Patrick Waller, Planning Director
DATE: March 2, 2022
SUBJECT: Wapiti Commons – Final Plan
ADDRESS: 769 and 781 Smith Street
CASE #: 2022-002
APPLICANT: Habitat for Humanity

I. REQUEST AND SUMMARY

The applicant requests approval of the Final Plan application for the development of ten townhome units and ten multi-family units (within two buildings – one with four-units and one with six-units) on 1.52 acres zoned Community Service (CS). The applicant received unanimous approval for their Preliminary Plan application from the City of Rifle Planning Commission on December 14th 2022.

II. PROJECT MAP

The property consists of Lot 12 and 13 located within the Wapiti Park Subdivision, in South Rifle off of Smith Street.



III. ZONING, LAND USE, AND COMPREHENSIVE PLAN

The Final Plat for Wapiti Park (the existing subdivision) was recorded in January 2005 and created 17 lots ranging in size from 0.35 acres to 0.9 acres. Since that time a number of the lots have been re-platted and have had boundary lines adjusted. Some of the lots closer to Airport Road have been developed, while a number of the lots further from Airport Road have remained vacant.

The Rifle Municipal Code is inconsistent regarding townhomes and multi-family unit subdivisions in the Community Service Zone District. While the Code allows both of the townhomes and multi-family units as uses by-right in the zone district; it requires a dimensional setback and a minimum lot size consistent with single-family development that is impossible for townhomes and multi-family units to meet when they go through a subdivision process. Historically, the City has allowed these types of developments to move forward through a straight subdivision process without zoning changes (including in North Pastures Filing 4, Rifle Creekside, Mahogany Mesa Town Homes, and Creekside Condos). The application meets the intent of the Rifle Municipal Code and the Comprehensive Plan regarding dimensional standards and Staff has no issues with the subdivision process.

The Comprehensive Plan identifies the area as being suitable for High Density Residential and Neighborhood Commercial. High Density Residential allows for 12-30 dwelling units per acre and the Habitat project is proposing a density of 13.16 dwelling units per acre. The Comprehensive Plan also indicates that residential uses may be compatible in this area because commercial development may be difficult due to a lack of visibility. This assessment is accurate based on the properties closer to Airport Road being developed, while parcels to the south are vacant.

IV. PROJECT DESIGN

The project is designed with one access onto Wapiti Avenue and two accesses onto Smith Street. Parking will be a mix of garage, on-site, and on-street. The applicant has included a small park area in the southwest corner of the property for use by the residents of the development. The townhome units will be grouped on the western side of the development, while the multi-family units will be located on the eastern end of the property.

The applicant has indicated that the units on the property will be deed restricted to citizens who make below 80% of the Area Median Income (AMI) for the area. This would mean the targetted income range is for residents making below \$67,600 for a four person household and below \$54,080 for a two person household. Habitat's goal is to sell the Townhomes for approximately \$240,000-\$290,000 and the condos for \$170,000-\$190,000.

V. REFERRAL COMMENTS

The application was sent out for comments from Mountain Cross Engineering, City of Rifle GIS, Colorado River Fire Rescue, Xcel Energy, City of Rifle Building Department, City of Rifle Public Works, and City of Rifle Utilities. Referral comments were received as noted below:

Mountain Cross Engineering

- Identified a number of technical items that should be addressed as part of the construction documents, including updates to plans, and the requirement for a Title Commitment.

GIS

- Prior to Final Plat the applicant will need to change address numbers and provide required electronic files.

No other referral comments were received.

VI. STAFF COMMENTS

Parking

The Rifle Municipal Code requires that the applicant provide a total of 40 parking spaces including at least 20 parking spaces that are either in a garage or covered. The applicant's parking plan shows that 33 parking spaces are provided on the site. As part of the Wapiti Park Subdivision each lot was designated a certain amount of off-street parking spaces, with lots 12 and 13 (where the proposed subdivision is located) being designated 17 parking spots.

The applicant has proposed re-striping parking on Wapiti and Smith Street to allow for front-in parking, and requested a total of 21 designated parking spots for on-street parking. This request was reviewed by the City of Rifle Public Works Department and no issues were noted.

Because the on-street spots will be exclusive to this development, the applicant will be required to maintain the on-street parking spaces and provide parking enforcement through the HOA for the development. This agreement is memorialized in the Subdivision Improvements Agreement for the project.

Building Elevations

The applicant has provided building elevations that generally meet City of Rifle Municipal Code requirements as shown on the following page. The applicant will be required to ensure that the metal roofing is non-reflective.

Rendering Excerpt

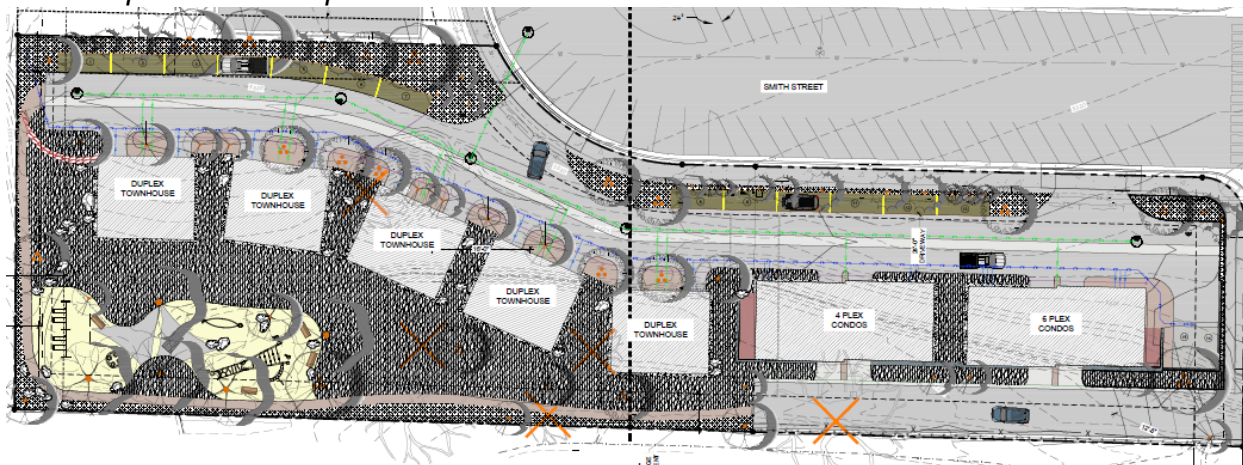


Landscaping/Parking Strip

The City of Rifle Municipal Code requires a landscape buffer between parking lots and local streets of 10 feet. The definition of parking lot in the code is fairly broad and includes other paved or graveled areas. The applicant, is not proposing a parking lot, and is using the paved area as a needed access drive with parallel parking on the northern boundary. Staff is comfortable with the applicant's proposal based on the unique topography of the site, the code interpretation, the narrowness of the property, fire access requirements, the provision of the required number of parking spaces, the overall benefits to the City of Rifle, and the park that is being created for the residents of the development. This is resulting in a landscaping strip that is approximately three feet in width between the sidewalk and the asphalt on the northern and eastern boundary of the development.

To address this buffer area, Staff has proposed a suggested condition of approval that the applicant installs a barrier between the sidewalk and the parallel parking spaces. The same situation should be addressed on the eastern side of the property as well.

Landscape Plan Excerpt



Extension of Wapiti Avenue

The applicant will be required to extend Wapiti Avenue pursuant to City of Rifle requirements.

Fee Waivers

The project has previously received a fee waiver from Rifle City Council of \$100,000 subject to preference being given to residents who work in the City of Rifle and preference for a City of Rifle employee unit.

Water Line Easement

The applicant has been working with City of Rifle Utilities to address the water line easement that runs through the property and is in close proximity to the western most townhome. The applicant may be required to relocate the water line and/or the water line easement as part of the final development plan.

VII. CITY COUNCIL REVIEW CRITERIA

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

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

The applicant is following the process described in the R.M.C., which allows for multi-family units as a use by-right in this zone district. The Subdivision process is required through the creation of legal descriptions for each unit and townhome parcel.

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;

The proposed residential use of the properties is compatible with the character of the surrounding area. Additional residential uses in the area mean that residents will be able to take advantage of existing pedestrian and vehicular infrastructure already in place and will be able to access the commercial businesses in the area.

The proposed residential uses will be substantially more beneficial to the relative value of the area than the existing vacant lots.

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

The Comprehensive Plan supports this type of use in this area. More residential uses are beneficial in South Rifle and the proposed project will provide its own open space for residential use.

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

No adverse environmental effects are anticipated.

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

This portion of South Rifle has been identified as suitable for high density residential, which has a suggested density of 12-30 dwelling units per acre. The proposed density of this project is 13.16 dwelling units per acre.

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

The development of residences in this area would increase the value of property and buildings within the surrounding area.

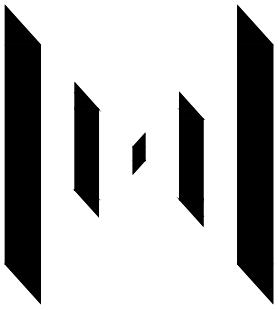
7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to Section 13-4-120 of this Code, if applicable.

Not applicable.

VIII. STAFF RECOMMENDATION

Staff recommends that City Council **approve** the Final Plan, Ordinance, and Subdivision Improvements Agreement, for the Habitat for Humanity Subdivision subject to the following conditions:

1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval, unless specifically altered by City Council.
2. The applicant shall update construction documents to address all referral comments and applicant representations to the satisfaction of City of Rifle Staff.
3. The applicant shall address the Final Plat review items to the satisfaction of City of Rifle Staff, prior to the recording of the Final Plat.
4. The extension of Wapiti Avenue shall meet all City of Rifle Public Works requirements.
5. The applicant shall provide a barrier, acceptable to City of Rifle Staff, between the asphalt and the sidewalk on the northern and eastern boundary of the property.
6. The proposed metal roofing shall be nonreflective.



MOVE MATTER / ARCHITECTS

1115 CHAMBERS AVE. C101
EAGLE CO 81631

info@movematter.com www.movematter.com

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CLIENT:

HABITAT FOR HUMANITY
ROARING FORK VALLEY
53 CALAWAY CT.
GLENWOOD SPRINGS, CO 81601

CONSULTANTS:

REVISIONS:

NO:	DATE:	REMARKS:
1	11/29/2021	P&Z ADDENDUM
2	01/07/2022	BRICK ALT.

SEAL & SIGNATURE:

PROJECT:

WAPITI COMMONS

RIFLE, CO 81650

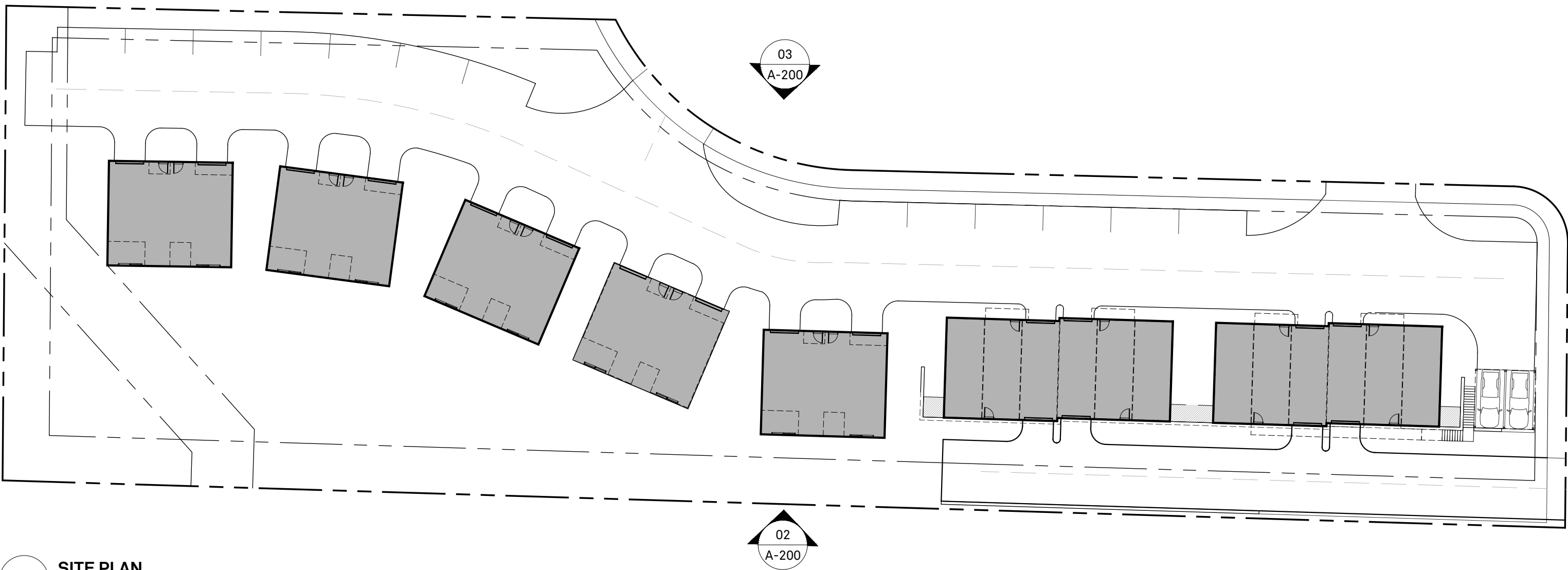
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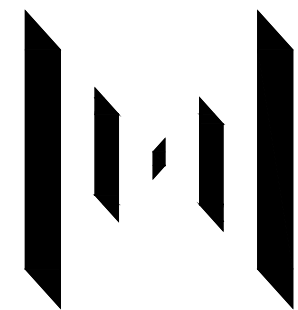
SITE BUILDING ELEVATIONS

DATE: 01/07/2022
PROJECT: 040
DWG BY: CHK BY:
SCALE:
DWG NO:

A-200.02

OF





MOVE MATTER / ARCHITECTS

1115 CHAMBERS AVE. C101
EAGLE CO 81631

info@movematter.com www.movematter.com

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CLIENT:

HABITAT FOR HUMANITY
ROARING FORK VALLEY
53 CALAWAY CT.
GLENWOOD SPRINGS, CO 81601

CONSULTANTS:

REVISIONS:

NO:	DATE:	REMARKS:
1	01/07/2022	BRICK ALT.

SEAL & SIGNATURE:

PROJECT:

WAPITI COMMONS
RIFLE, CO 81650

DRAWING TITLE:

ENLARGED
BUILDING
ISOMETRICS

DATE:	01/07/2022
PROJECT:	040
DWG BY:	CHK BY:
SCALE:	
DWG NO:	

A-201.01

OF



R-1
CORRUGATED METAL ROOFING

COLOR: MEDIUM, COOL GREY



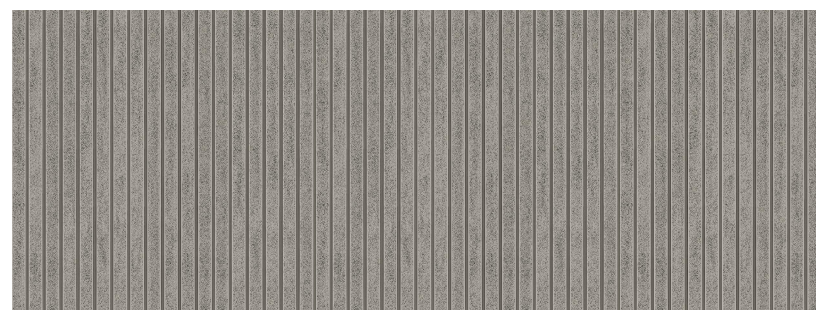
P-1
INSET, PAINTED SIDING ACCENTS

COLOR: COOLER TERRESTRIAL HUES @NORTH, WARMER HUES @SOUTH



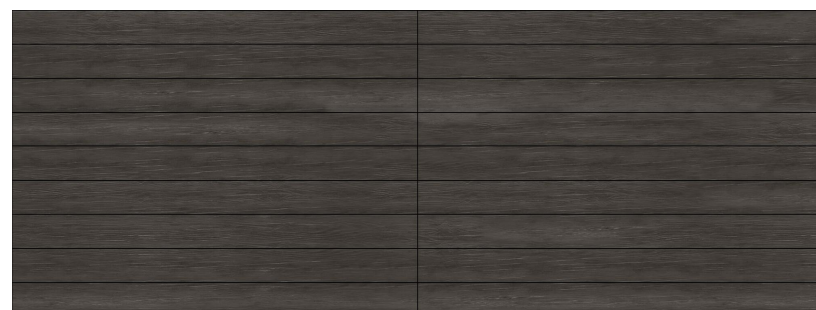
S-1
CEMENTITIOUS, HORIZONTAL PANELS

COLOR: WARM GREY



S-2
CEMENTITIOUS, VERTICAL RIBBED PANELS

COLOR: WARM GREY



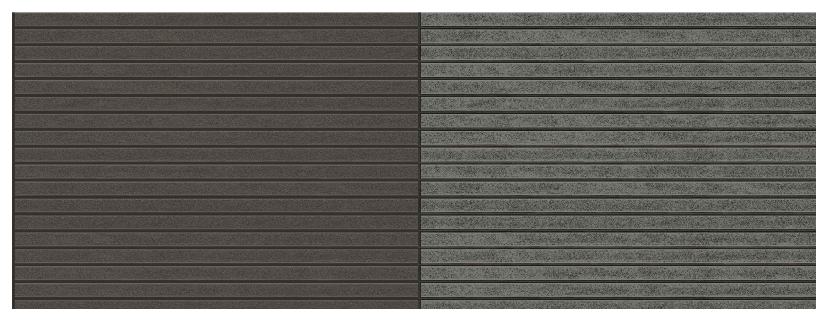
S-3
CEMENTITIOUS, HORIZONTAL TEXTURED PANELS

COLOR: DEEP BROWN



S-4
CEMENTITIOUS, HORIZONTAL TEXTURED PANELS

COLOR: ASHEN



S-5
CEMENTITIOUS, HORIZONTAL RIBBED PANELS

COLOR: DRAGON'S BREATH AT TOWNHOUSE & KENDALL CHARCOAL AT CONDO

05
PROPOSED PRIMARY MATERIALS
SCALE: N.T.S.



01
CONDOMINIUM BUILDING DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.



02
TOWNHOUSE DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.

ALL TRIM, ROOFING ACCESSORIES, &
VERTICAL DECK ELEMENTS TO BE PAINT
FINISH IN SAME COLOR AS ROOFING

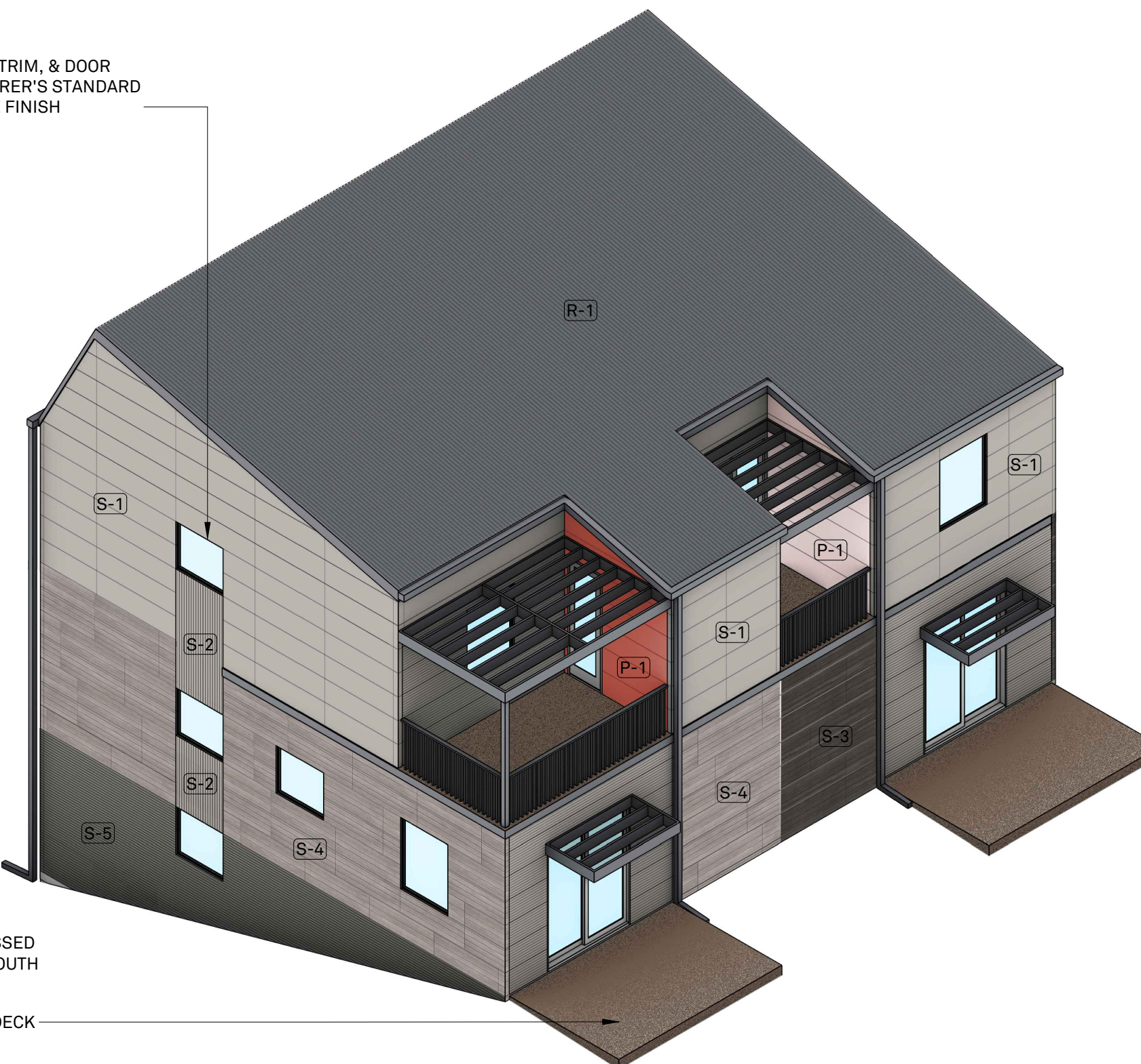
GARAGE DOORS TO BE PAINTED IN FINISH
TO COMPLIMENT WINDOW FRAMES

ENTRY DOORS TO BE WOOD

CONCRETE RETAINING WALL



03
CONDOMINIUM BUILDING DETAIL - SOUTHWEST ISOMETRIC
SCALE: N.T.S.



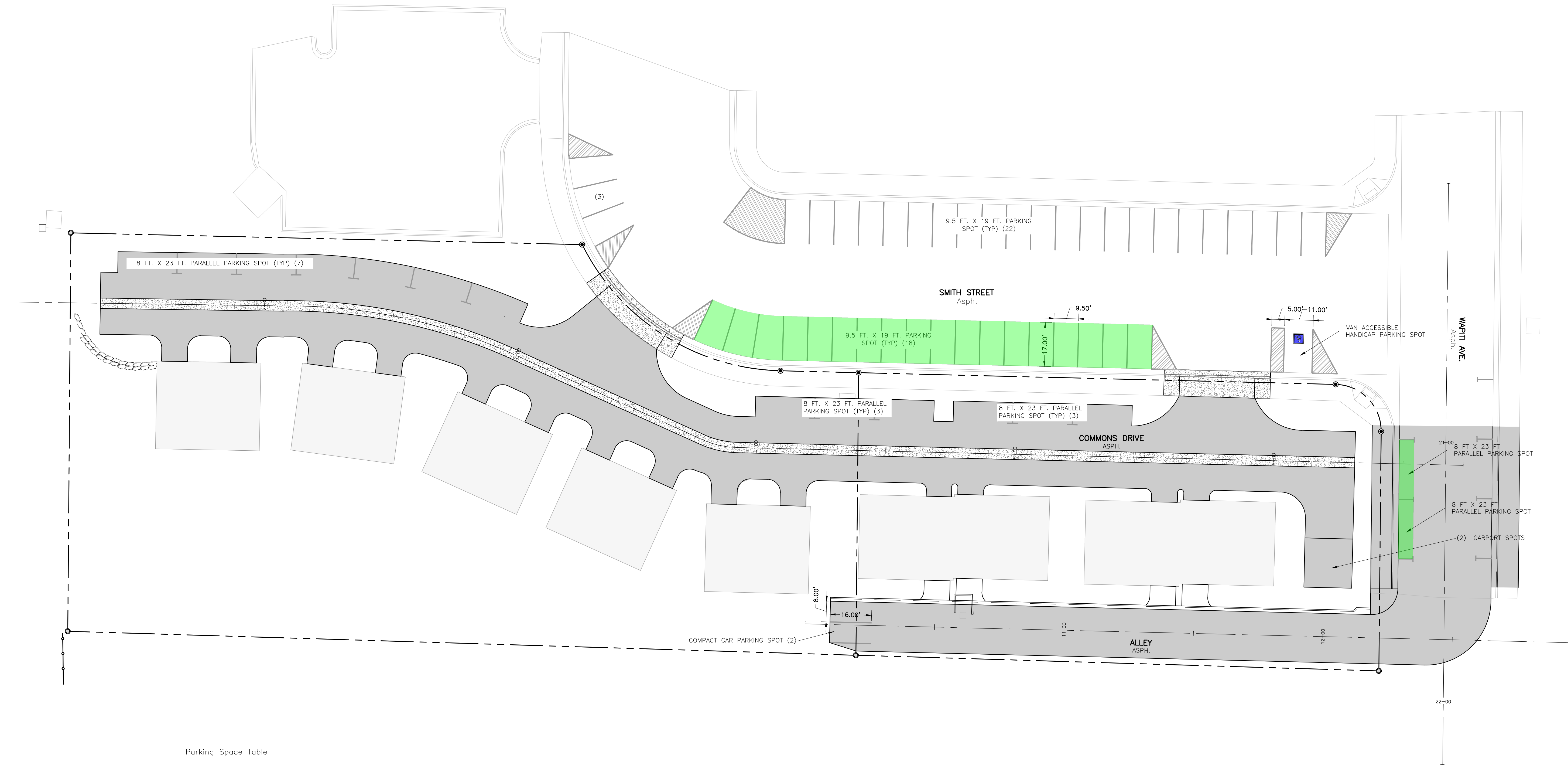
04
TOWNHOUSE DETAIL - SOUTHWEST ISOMETRIC
SCALE: N.T.S.

ALL WINDOW FRAMES & TRIM, & DOOR
TRIM TO BE MANUFACTURER'S STANDARD
BLACK OR DARK BRONZE FINISH

3RD FLOOR UNITS ACCESSED
BY EXTERIOR STAIR AT SOUTH

AT GRADE DECK

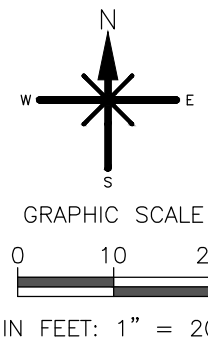
F:\2021\38-WAPITI COMMONS\04-DWG\04-SHEETSET\WAPITI-UTIL.DWG Plotted: 1/27/2022 10:03 AM By: Denny Stewart



Parking Space Table

	Existing	Proposed
N Side Smith St.	18	22
S Side Smith St.	29	22
W Side Wapiti Ave.	0	2
On Property	0	17
Total:	47	63

Hatch for Wapiti Commons Designated Parking. 20 total.



ROARING FORK ENGINEERING
592 HIGHWAY 133
CARBONDALE COLORADO, 81623
PH: (970)340-4130 F:(966)876-5873

CHECKED BY: DCS
DRAWN BY: BEW

DRAWN BY
BEW

DATE
01.07.2022

DESCRIPTION:
FINAL PLAT SUBMISSION

1

JOB #: 2021-28
NOT FOR
CONSTRUCTION

WAPITI COMMONS
RIFLE, COLORADO

SIGNING & STRIPING PLAN

C11
OF 12

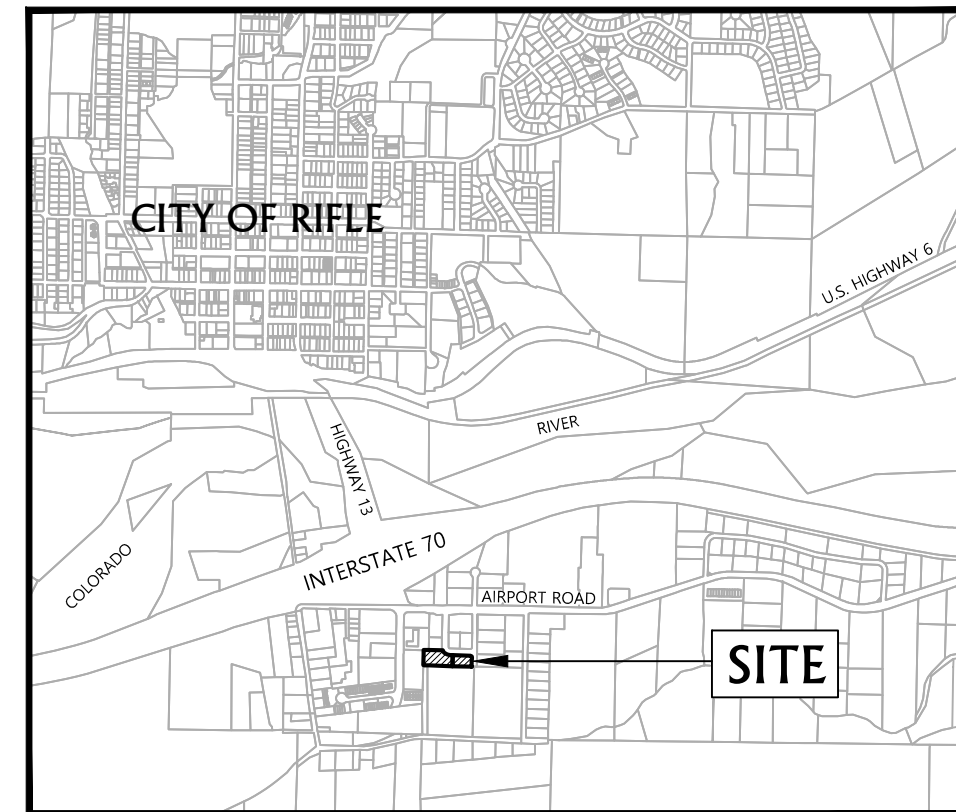
FINAL PLAT

WAPITI COMMONS

WAPITI CONDOMINIUMS & WAPITI TOWNHOMES

LOTS 12 & 13 - WAPITI PARK

SITUATED IN THE SE1/4SE1/4 OF SECTION 16,
TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PM
CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO



VICINITY MAP

SCALE: 1" = 2,000'

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, HABITAT FOR HUMANITY OF THE ROARING FORK, BEING SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN THE CITY OF RIFLE, GARFIELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LOTS 12 & 13, WAPITI PARK ACCORDING TO THE FINAL PLAT THEREOF RECORDED JANUARY 4, 2006 AS RECEPTION NO. 689922

CONTAINING 1.499 ACRES, MORE OR LESS, HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME AS SHOWN ON THIS FINAL PLAT OF WAPITI COMMONS, PLANNED COMMUNITY WITH COMMON ELEMENTS IN THE CITY OF RIFLE, COUNTY OF GARFIELD AND THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC USE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THE ACCOMPANYING PLAT AS PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, WATER LINES, SEWER LINES, WITH PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION AND MAINTENANCE OF SUCH LINES. THE OWNER DOES FURTHER DEDICATE THE TO THE PUBLIC USE THE DRAINAGE AND PEDESTRIAN EASEMENTS SHOWN HEREON FOR THE PURPOSES SO DESIGNATED. SUCH EASEMENT AND RIGHTS SHALL BE UTILIZED IN A REASONABLE AND PRUDENT MANNER. ALL EXPENSE FOR PAVING AND IMPROVEMENTS FOR COMMON DRIVE SHALL BE FURNISHED BY THE DEVELOPER AND NOT BY THE CITY OF RIFLE.

AND THE OWNER DOES FURTHER STATE AND DECLARE THAT ALL LANDS SHOWN ON THIS PLAT SHALL BE SUBJECT TO AND ARE HEREBY SUBMITTED TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WAPITI COMMONS RECORDED AS RECEPTION NO. _____ OF GARFIELD COUNTY, COLORADO RECORDS.

EXECUTED THIS _____ DAY OF _____, A.D., 2019.

HABITAT FOR HUMANITY OF THE ROARING FORK
53 CALAWAY COURT
GLENWOOD SPRINGS, CO 81601

STATE OF COLORADO)
) SS
COUNTY OF GARFIELD)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D., 2022, BY SCOTT GILBERT AS MANAGER OF HABITAT FOR HUMANITY OF THE ROARING FORK.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

CERTIFICATE OF FINAL PLAT APPROVAL

THIS PLAT IS APPROVED FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY AND THE CITY OF RIFLE ACCEPTS THE PUBLIC DEDICATIONS SHOWN HEREON.

MAYOR _____

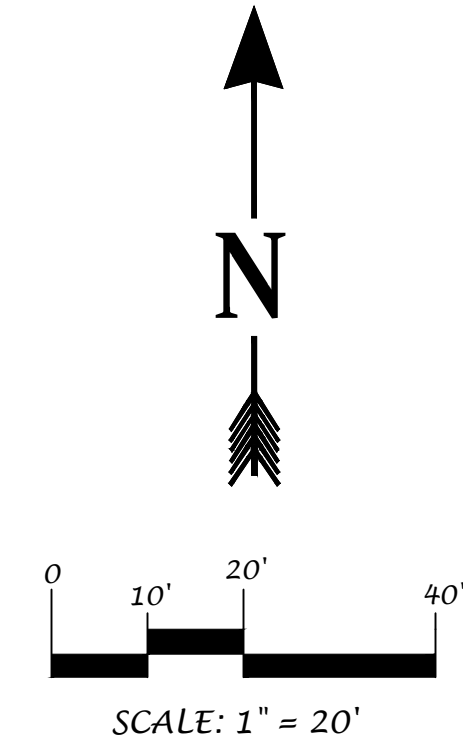
ATTEST: _____
CITY CLERK

PLANNING COMMISSION CERTIFICATE

THIS PLAT OF WAPITI COMMONS WAS APPROVED BY THE CITY OF RIFLE PLANNING COMMISSION THIS _____ DAY OF _____, A.D., 2022.

BY: _____

CHAIRMAN

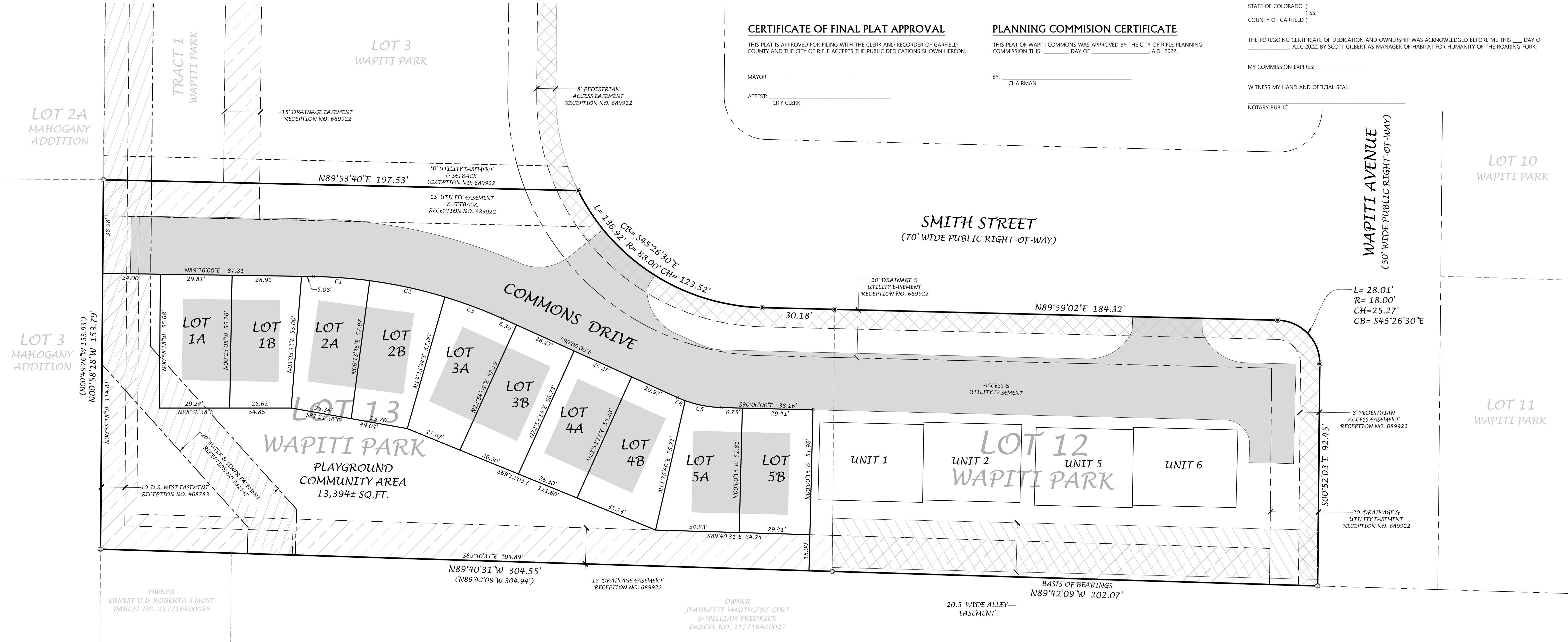


CURVE DATA TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	198.00'	23.37'	23.36'	S 87°11'05" E	06°43'56"
C2	198.00'	32.07'	32.04'	S 79°09'46" E	09°16'49"
C3	198.00'	25.60'	25.58'	S 70°49'07" E	07°24'28"
C4	47.00'	3.39'	3.39'	S 69°10'49" E	04°07'52"
C5	47.00'	15.39'	15.32'	S 80°37'35" E	18°45'39"

LOT	AREA-SQ.FT.
1A	1638±
1B	1501±
2A	1525±
2B	1611±
3A	1596±
3B	1409±
4A	1465±
4B	1634±
5A	1544±
5B	1526±

UTILITY PROVIDERS

WATER.....CITY OF RIFLE
SEWER.....CITY OF RIFLE
ELECTRIC.....XCEL ENERGY
GAS.....XCEL ENERGY
TELEPHONE.....QUEST COMMUNICATIONS



SURVEY NOTES:

- BASIS OF BEARINGS FOR THIS PLAT IS A BEARING OF N89°42'09"W ALONG THE SOUTH LINE OF SAID LOT 12 BETWEEN A FOUND NO. 5 REBAR AND 1-1/4" ORANGE PLASTIC CAP LS28643 AND A FOUND NO. 5 REBAR & 1-1/4" ORANGE PLASTIC CAP (ILLEGIBLE) AS SHOWN HEREON.
- DATE OF FIELD SURVEY: JANUARY 28TH & 29TH, 2021.
- LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
- THIS PLAT IS BASED ON WAPITI PARK ACCORDING TO THE FINAL PLAT THEREOF RECORDED JANUARY 4, 2006 AS RECEPTION NO. 689922 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ANY EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN REVIEWED BY TRUE NORTH COLORADO, LLC.
- BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS, BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE OF RECORD SHOWN ON WAPITI PARK FINAL PLAT RECORDED JANUARY 4, 2006 AS RECEPTION NO. 689922

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, RODNEY P. KISER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS FINAL PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF WAPITI COMMONS, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 2022

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

CITY PUBLIC WORKS DIRECTOR'S CERTIFICATE

THIS PLAT OF WAPITI COMMONS WAS APPROVED BY THE CITY PUBLIC WORKS DIRECTOR OF THE CITY OF RIFLE PURSUANT TO RIFLE MUNICIPAL CODE SECTION 17.05.230 THIS _____ DAY OF _____, A.D., 2022.

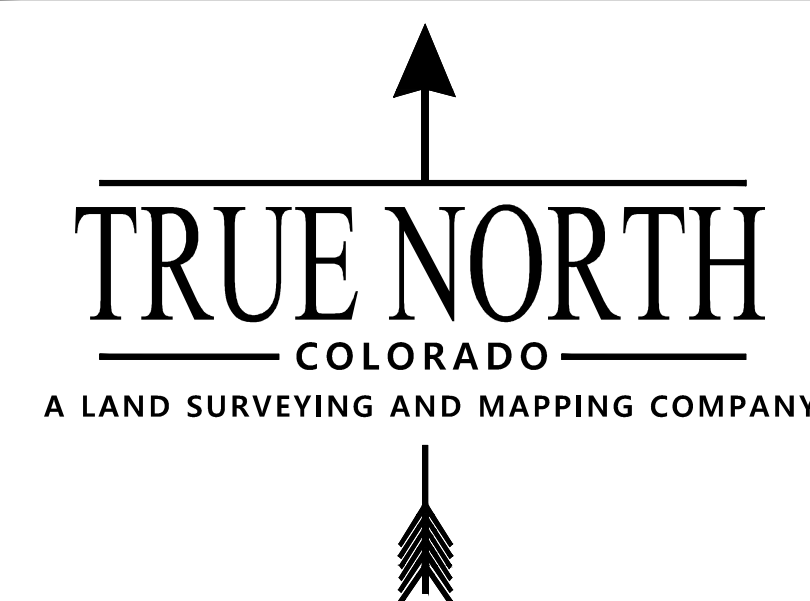
BY: _____
CITY PUBLIC WORKS DIRECTOR

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AT _____ O'CLOCK _____ ON THIS _____ DAY OF _____, A.D., 2022, AND IS DULY RECORDED AS RECEPTION NO. _____

ATTEST: _____
CLERK AND RECORDER

BY: _____



HABITAT FOR HUMANITY, ROARING FORK VALLEY

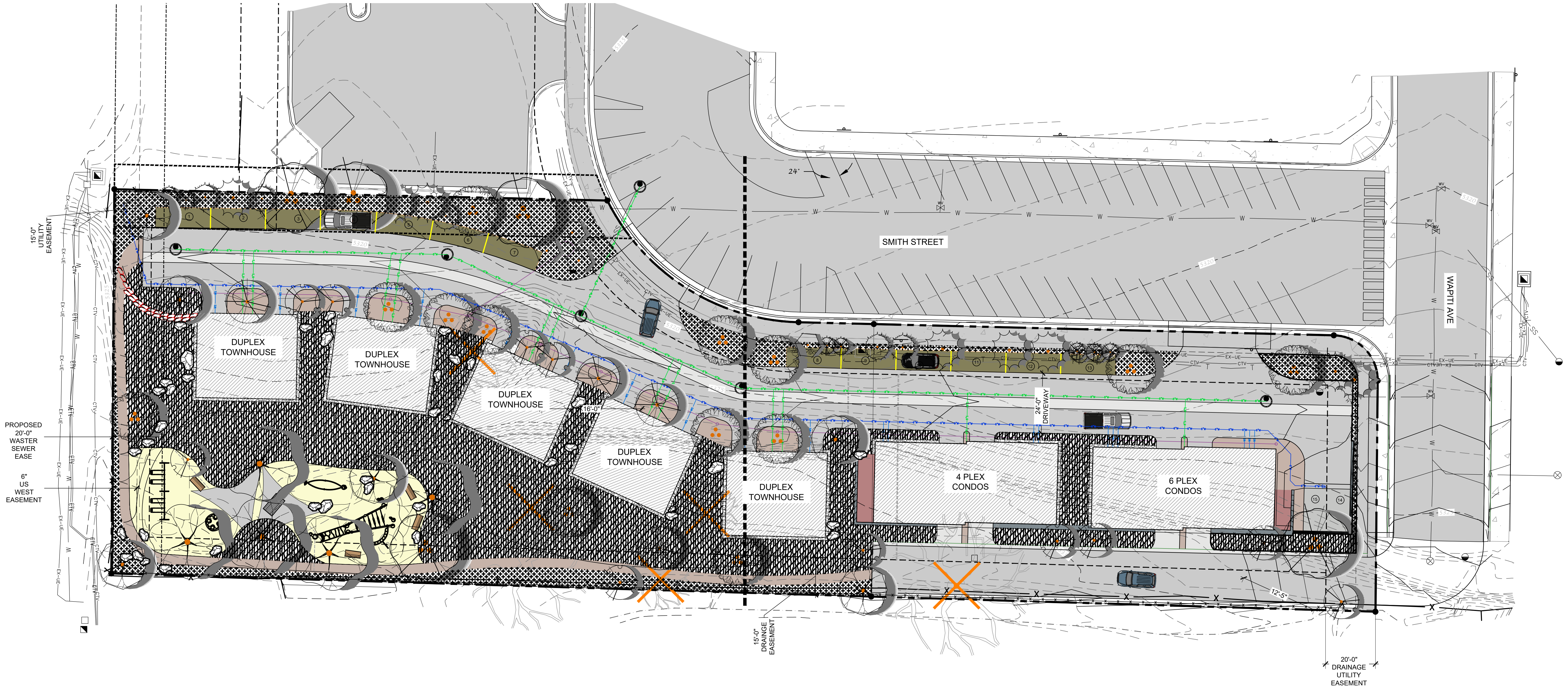
FINAL PLAT - WAPITI COMMONS

769 & 781 SMITH STREET - RIFLE
COUNTY OF GARFIELD - STATE OF COLORADO



TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-115	DRAWN RFR	SHEET 1 OF 1
DATE: January 23, 2022	SURVEYED MAN/DJB	

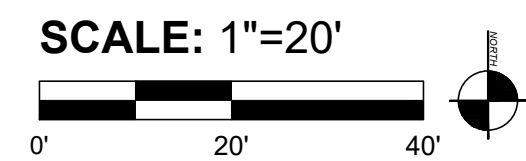


PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	Acer platanoides 'Royal Red' / Royal Red Norway Maple	B & B	2.5"Cal	5
	Acer x freemanii `Armstrong` / Armstrong Freeman Maple	B & B	2.5"Cal	12
	Gleditsia triacanthos inermis 'Wandell' TM / Perfection Honey Locust	B & B	2.5"Cal	5
	Juniperus monosperma / Cherrystone	15 gal		5
	Juniperus scopulorum / Rocky Mountain Juniper	15 gal		8
	Quercus macrocarpa 'Urban Pinnacle' / Urban Pinnacle Oak	B & B	2.5"Cal	6
	Thuja occidentalis 'George Peabody' / George Peabody Arborvitae	15 gal		4
	Thuja plicata / Western Red Cedar	15 gal		9
	Tilia tomentosa / Silver Linden	B & B	2.5"Cal	13
	Ulmus wilsoniana 'Prospector' / Elm	B & B	2.5"Cal	4

REVEGETATION SCHEDULE

	REVEG TYPE 1 - HIGH DESERT MEADOW MIX MIX BY WESTERN NATIVE SEED 70% HIGH DESERT GRASSES & 30% HIGH DESERT WILDFLOWERS SEED RATE : 1LB PER 1,000 SF -	5,972 sf
	REVEG TYPE 2 - LAWN MIX MIX BY WESTERN NATIVE SEED XERISCAPE LAWN MIX 70% BUFFALOGRASS, 30% BLUE GRAMA SEED REATE: 4LBS PER 1,000 SF -	12,553 sf



THIS SHEET CONTAINS LINES, SYMBOLS, ETC THAT ARE IN A COLOR OTHER THAN BLACK AND IS INTENDED TO BE VIEWED AND PRINTED IN COLOR VS BLACK AND WHITE

WAPITI COMMONS
RIFE, CO, 81650

Drawn By: GT	Checked By:
ISSUE & REVISION DATES	
SD SET	05/12/2021
PERMIT SET	10/20/2021

Plot Date: 10/20/21 Project #: 424

PLANTING
PLAN

L.3.00



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

February 11, 2022

Mr. Patrick Waller
Department of Planning & Development
202 Railroad Avenue
Rifle, CO 81650

RE: Final Plan for Habitat for Humanity Wapiti Commons: 2022-002

Dear Patrick:

This office has performed a review of the documents provided for the Final Plan of the Wapiti Commons Subdivision for Habitat for Humanity. The review generated the following comments:

1. A copy of the Title Commitment should be provided to the surveyor. The Title Commitment should be reviewed, the plat modified, and survey note 5 revised as may be applicable.
2. The Application materials state that the parking surface has been changed to asphalt. The typical section detail on the plan sheets should be revised to reflect this.
3. The drywell detail or plan sheet notes should be revised to provide sufficient information to construct the drywells to the designed volumes. Presently, there is not enough information to construct the drywells congruent with the calculations in the drainage report.

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

Sincerely,
Mountain Cross Engineering, Inc.

Chris Hale, PE

From: [Erica Gentry](#)
To: [Patrick Waller](#)
Subject: RE: City of Rifle Referral Request - Wapiti Commons Subdivision
Date: Friday, January 28, 2022 4:04:45 PM

The usual lot lines and as-builts please. I'll get working on addressing.

From: Patrick Waller <pwaller@rifleco.org>
Sent: Thursday, January 27, 2022 3:47 PM
To: Tommy Klein <tklein@rifleco.org>; 'chris@mountaincross-eng.com' <chris@mountaincross-eng.com>; Erica Gentry <egentry@rifleco.org>; Orrin Moon <Orrin.Moon@crfr.us>; 'Wakefield, Samantha L' <Samantha.l.wakefield@xcelenergy.com>; 'James S. Neu' <jsn@mountainlawfirm.com>; 'Joely R. Denkinger' <jrd@mountainlawfirm.com>; Brian Prunty <bprunty@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; John Nihiser <JNihiser@rifleco.org>; Robert Burns <rburns@rifleco.org>
Cc: Hannah Popp <hpopp@rifleco.org>
Subject: City of Rifle Referral Request - Wapiti Commons Subdivision

Hi Folks,

The City of Rifle has received an application for a Final Plan review for the Habitat for Humanity/Wapiti Commons Subdivision. The Applicant is requesting approval for the development of 10 Townhomes and 10 Condos. Please review and let me know if you have any comments by Friday February 11. Because the file is so large, it is broken out and available via the links below.

You can view "Habitat for Humanity Subdivision Referral.pdf" at:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:6d08c0fd-4516-4ed1-9079-057ac4002a38>

You can view "Irrigation Plan.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fdec7daa-9a1c-4525-8b58-99a125409f2e>

You can view "Onstreet Parking Plan.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:d4b55b5b-13f4-4c4c-a123-6b8d49cb5cdd>

You can view "Wapiti Title Commitment Update.pdf" at:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3075c402-b451-4325-92de-dda10a3b9a1e>

You can view "Combined HOA Documents.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:6fc94d48-5f64-4e70-9acb-33c3f443eb54>

You can view "Final Plat.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:41530a46-cd32-417a-a6cd-18c28af80c01>

You can view "Habitat for Humanity - Final Plat Application.pdf" at:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:161fdd8c-0539-45ed-ad41-108cd3fc4583>

Please let me know if you have any questions,

Patrick Waller

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6491



February 24, 2022

Jake Ezratty
53 Calaway Court
Glenwood Springs, CO 81601

Re: Final Plat Review – Habitat for Humanity Wapiti Commons

After reviewing the above referenced Final Plat, City of Rifle Planning has the following comments:

1. Include a Plat Note stating that units may be subdivided by the creation of townhome and condominium plats and approved administratively by the City of Rifle, once as-built surveys have been completed. The Plat Note should also indicate that Building locations are approximate and make the property line between townhome units dashed and state that these are proposed.
2. Include a Title Company Certificate and update the Plat to show that it was used.
3. Include the following certificate for the City Council and remove the Mayor's Certificate.

CITY COUNCIL CERTIFICATE

This plat approved by city council of the City of Rifle, Garfield County, Colorado this _____ day of _____, A.D. 20__, for filing with the Clerk and Recorder of Garfield County and for conveyance to the City of Rifle of the public dedication shown heron; subject to the provisions that approval in no way obligates the City of Rifle for financing or construction of improvements on land, streets or easements dedicated to the public except as specifically agreed to by the city council.

- _____
4. Public Works Certificate shall reference Section 16-6-180.
 5. Include a certificate for Xcel Energy.
 6. Update the Plat to show that there are two multi-family buildings and identify how many units are in each building.
 7. The Plat shall identify that the lot line between lots 12 and 13 is being removed.

Once the changes are made please submit an electronic copy for additional review and approval.

Please let me know if you have any questions,

Patrick Waller
Planning Director
pwaller@rifleco.org
970-665-6499

Patrick Waller, Planning Director pwaller@rifleco.org

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 3
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A
FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR WAPITI
COMMONS.

WHEREAS, the Rifle Planning Department received an application for Final Plat approval for subdivision of property owned by Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation (hereinafter “Developer”), which property is known as Wapiti Commons, described as Lots 12 and 13 as shown on the Final Plat of Wapiti Park Subdivision recorded with the Garfield County Clerk and Recorder as Reception No. 689922 (hereinafter the “Property”); and

WHEREAS, Developer intends to construct 20 units on the Property in 7 separate buildings (5 duplex buildings, 1 four-unit building, and 1 six-unit building), which buildings shall be individually subdivided into separate units so that each unit may be conveyed separately by the filing of an amended plat, townhome plat, or condominium plat, as appropriate, showing the as-built construction of each unit and indicate general and limited common elements; and

WHEREAS, on December 14, 2021 after a duly-noticed public hearing, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, on March 2, 2022 and March 16, 2022, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property and found these documents to be consistent with the approved Preliminary Plan, and that all conditions of Preliminary Plan approval have been met; and

WHEREAS, the City Council desires to approve the Final Subdivision Plan and Final Subdivision Plat for the Property, subject to all terms and conditions set forth in the Site-Specific Development Plan and Subdivision Improvements Agreement for the Property (“SIA”) which SIA is available for inspection at the City Clerk’s Office during business hours.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. That certain Final Subdivision Plan and Final Subdivision Plat for Wapiti Commons is hereby approved creating 20 units in 7 separate buildings. Upon the completion of construction of each building, the building may be subdivided into said 20 units with general and limited common elements, and upon the City staff’s review and approval, an amended plat, townhome plat, or condominium plat, as appropriate, may be recorded.

3. Developer shall comply in full with the conditions of the Planning and Development Department's staff report presented to the City Council on even date herewith, which conditions must be satisfied prior to the recording of the Final Plat, amended plat, townhome plat, or condominium plat, as appropriate. Developer shall further comply with all of Developer's representations made in any applications and in statements during the public hearings before the Planning Commission and City Council and they shall be conditions of approval with which Developer shall comply unless specifically modified. Developer shall also comply in full with the requirements of the Rifle Municipal Code, including without limitation the requirements of the City of Rifle Public Works Manual and the SIA.

4. The Mayor of the City is hereby authorized to indicate the City Council's approval of the Final Subdivision Plan and Final Subdivision Plat and SIA for the Property by signing the Final Plat and SIA. A true and correct copy of the Final Plat and SIA for the Property shall be deposited with the City Clerk and shall be available for public inspection at the Clerk's office after being fully executed by the parties.

5. The City Clerk is hereby directed to file one (1) copy of the Final Plat and the original of this Ordinance in the Office of the City Clerk.

6. The City Clerk is hereby further directed to record this Ordinance, the Final Plat, the SIA and any other associated documents in the Office of the Clerk and Recorder of Garfield County, and to file one (1) certified copy of the Final Plat and this Ordinance with the Garfield County Assessor.

7. The City Council's approval of this Final Subdivision Plan and the Final Subdivision Plat creates a vested property right pursuant to the Rifle Municipal Code and Article 68 of Title 24, C.R.S., as amended, for a period of three (3) years from the effective date of this Ordinance. As a condition of the granting of such vested right, the Developer shall, at its expense, publish the vested rights notice required by C.R.S. §24-68-103(c) and the Rifle Municipal Code §16-11-10, *et. seq.*, and Developer shall comply with all other procedural requirements set forth therein.

INTRODUCED on March 2, 2022, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on March 16, 2022, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this _____ of _____, 2022.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk

**SITE SPECIFIC DEVELOPMENT PLAN AND
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR WAPITI COMMONS**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC., a Colorado nonprofit corporation whose address is 53 Calaway Court, Glenwood Springs, CO 81601, (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as Lots 12 and 13 Wapiti Park Subdivision and described on the Final Plat therefore recorded with the Garfield County Clerk and Recorder as Reception No. 689922 (hereinafter the "Property"); and

WHEREAS, the Property is subject to that certain Site Specific Development Plan and Subdivision Improvements Agreement for Wapiti Park recorded with the Garfield County Clerk and Recorder as Reception No. 689923 (the "Global SIA"); and

WHEREAS, on December 14, 2021 after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Combined Sketch Plan and Preliminary Plan for the Property; and

WHEREAS, on March 2, 2022 and March 16, 2022, the City Council of the City of Rifle, after holding all necessary public hearings, approved by appropriate ordinance a Final Subdivision Plat and Final Subdivision Plan for the Property creating 20 units, which Ordinance No. 3, Series of 2022 is recorded as Reception No. _____ with the Garfield County Clerk and Recorder; and

WHEREAS, the City's approval of the Final Subdivision Plat and Final Subdivision Plan for the Property cited above is contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

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

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

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of the Property, and to constitute the Subdivision Improvement Agreement provided for in §§16-4-170, 16-5-440(d) and 16-6-180(c)(2) of the Rifle Municipal Code. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle

Land Use Regulations (Title 16 of the Rifle Municipal Code), and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Amended Plats/Townhome Plats/Condominium Plats. In accordance with Ordinance No. 3, Series of 2022, the City and Developer agree and acknowledge that amended plats, townhome plats or condominium plats, as appropriate, shall be prepared after buildings have been constructed and final “as-built” surveys have been completed. These “Plats” may be approved administratively by the City without further review by the City Council or the Planning Commission, such approval not to be unreasonably withheld. No individual unit shall be sold into separate ownership until and unless a plat has been approved by the City based upon an “as-built” survey of the unit boundaries and such plat has been recorded in the real estate records of Garfield County. A plat note on the Final Subdivision Plat for the Property shall be included to this effect.

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

- A. Reimbursement of Costs. The Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the City for the cost of making corrections or additions to the master copy of the official City map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney’s fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- B. Water and Sewer Taps. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service.
- C. Water Rights Dedication. Developer shall pay the cash in lieu of the water rights dedication fees as required under RMC §13-6-10, *et. seq.*, as it may be amended. For this purpose, upon the issuance of each building permit, Developer shall pay the fee then in effect at the rate of 1 EQR for each unit for which potable water service is to be provided by the City. Pursuant to Section 2.C of the Global SIA, Developer has a credit for water rights dedication fees of 1 EQR for Lot 12 and 1 EQR for Lot 13.
- D. Parkland Dedication Fees. The City and Developer agree that the Property is subject to the City parkland dedication requirements set forth in Rifle Municipal

Code §§16-1-90 and 16-4-110. Developer shall pay parkland dedication fees then in effect for each unit at the time of building permit application.

- E. Offsite Street Impact Fees. Pursuant to Section 3.A of the Global SIA, Developer shall pay the I-70 Interchange Fee for the Property of \$1,360 for Lot 12 and \$2,640 for Lot 13 upon the issuance of the first building permit for the Property. Further, pursuant to Section 3.B of the Global SIA, Developer shall pay an Offsite Street Impact Fee for the Property of \$3,400 for Lot 12 and \$6,600 for Lot 13 upon the issuance of the first building permit for the Property.
- F. Waiver of Fees. On October 20, 2021, the City Council approved a general waiver of fees for the development of the Property in the amount of \$100,000 (the "Fee Waiver"). The Fee Waiver is expressly conditioned on the construction of 20 units of affordable housing targeted to residents who make approximately 80% of the household AMI for Garfield County with an associated deed restriction encumbering each unit. Further, Developer's policies shall reserve 1 unit preference for City of Rifle staff and preference for workers within the City of Rifle for the other units.
- 5. Specific Conditions. Developer agrees to perform the following conditions:
 - A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.
 - B. Approved Plans. The 20 units to be constructed on the Property shall conform to the elevations and general design elements as shown on the site layout plans and representative drawings attached hereto as Exhibit A and incorporated herein by this reference.
- 6. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the City Engineer and Public Works Director and the Developer, its engineer and contractor for the purpose of discussing all construction issues that will be required for this project.
- 7. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or shown on the final subdivision plan prepared by _____, as Job No. _____ dated _____, 2022, as it may be amended (the "Public Improvements") shall be installed and completed at the expense of the Developer.
 - A. All Public Improvements required by this Agreement are shown on the Final Subdivision Plat and Plans submittal, and the estimated costs thereof, are

identified on Exhibit B attached hereto and incorporated herein by this reference. The public improvements shall be constructed in conformance with the plans and specifications submitted by the Developer as part of the Final Plat application and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications (all of which are on file at City Hall), the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

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

8. Construction Observation and Inspection.

- A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.
- B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, a supervisor employed by the Developer's general contractor shall inspect the Public Improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

9. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements within one (1) year of the execution of this Agreement. Upon the Developer's completion of construction of the Public Improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date. The City shall be under no obligation to provide any water or sewer service until all Public Improvements are brought into conformance with the Plans and Specifications and the approved Final Subdivision Plan and Subdivision Plat, and are certified and approved by the City Public Works Director or his/her designee pursuant to this Agreement. However, upon certification and approval, the City shall be obligated to provide water and sewer service to the Property, subject to all provisions of the Rifle Municipal Code, and in particular to the availability of water or sewer taps, which shall be on a first-come, first-served basis. The City does not guarantee an adequate number of taps will be available to serve the Property at the time the Developer intends to proceed with development.

10. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Owner shall execute a deed to the City conveying all rights of way and easements required for the operation, maintenance, repair and replacement of the Improvements. Owner agrees to dedicate to the public and to convey or, with respect to off-site easements, to assign, to the City, in such form as may be required by the City, such easements and other rights as acquired by Owner as may be reasonably required for the construction of the Improvements. Such conveyance and dedication shall be free and clear of all liens and encumbrances that might adversely affect the use of the Improvements for their intended purpose. The Owner shall also execute a bill of sale conveying the Improvements to the City, free and clear of all liens and encumbrances. All Improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

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

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

12. Performance Guarantee. The total amount of required security for the Public Improvements shall be as specified on Exhibit B.

- A. In order to secure the construction and installation of the Public Improvements above described, for which the Developer is responsible, the Developer shall upon execution of this Agreement, and before any lots are contracted for or sold or offered for sale, furnish the City with a certificate or other evidence, in good and sufficient form approved by the City Attorney, of an irrevocable letter of credit, issued or confirmed by a commercial banking institution authorized to do business and with offices located within the State of Colorado to secure the performance and completion of the Public Improvements, in an amount equal to the estimated costs of said facilities as set forth on Exhibit B. The City shall have the right to review and approve all terms and conditions of the letter of credit prior to recording of the final plat; or, in the alternative, delay recording amended plat, townhome plat or condominium plat, as appropriate, creating separate units until all Public Improvements are constructed and, if applicable, accepted by the City pursuant to this Agreement.

The original letter of credit shall be delivered to the City prior to the recordation of the Final Plat. This Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision, issued by the International Chamber Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

- B. In the event the Public Improvements are not constructed or completed within 12 months of the date of this Agreement, the letter of credit shall provide that the funds necessary to complete the Public Improvements shall be put directly to an escrow account under the control of the City Manager and shall be used to complete the Public Improvements called for herein.
- C. Within ten (10) days of timely completion of the Public Improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the City Manager, the performance guarantee shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the

Developer shall be responsible for the balance.

- D. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the City Engineer as set forth above. The parties agree that this amount does not necessarily reflect the City Engineer's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the performance guarantee required by this SIA shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- E. The parties expressly agree that the Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit B, which amount the City may retain as liquidated damages due to Developer's breach. No releases to the letter of credit shall be granted by the City until such as-built drawings are provided and all improvements are accepted by the City.

13. Parking License Agreement. The Wapiti Park Subdivision Final Plat designated 17 on-street parking spaces allocated to the development of the Property, which parking spaces are on City owned right-of-way. The Final Plan for the Property allocates 21 parking spaces as shown on Exhibit C attached hereto and incorporated herein by this reference (the "Parking Spaces"), which number of parking spaces the City hereby approves and grants a revocable license for such use appurtenant to the Property. It shall be the responsibility of the owners association for the Property to operate and maintain the Parking Spaces, including, without limitation, enforcement of its private use, snowplowing, crack sealing, asphalt repair and replacement, etc. If the City performs a street maintenance project that includes the Parking Spaces, the owners association and the City will coordinate the incorporation of the Parking Spaces in that project to gain cost efficiencies with a reasonable proportional allocation of costs to be paid by the owners association. The City shall have no responsibility for enforcing any parking regulations for or maintenance or repair of the Parking Spaces.

14. Title Policy. Prior to the recordation of the Final Plat for the Property, the Developer shall provide the City a commitment for a title insurance policy, indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the

Property as proposed by the Final Subdivision Plat. Further, said title commitment, and/or an additional title commitment, shall show that all other property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable as the City in its sole discretion determines. At the time of recording the Final Plat, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Final Plat.

15. Vested Rights. Pursuant to §16-11-10, *et. seq.*, of the Rifle Municipal Code, the City and the Developer agree that the City Council's final subdivision plat approval of the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the City Council of the Final Plat for the Property, the City granted vested property rights for the Property for a period of three (3) years from the effective date of the City ordinance approving this Agreement and the Final Plat upon the condition that Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Rifle Municipal Code §§16-11-10, *et. seq.* The Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and Rifle Municipal Code §16-11-50.

16. Owners Association; Covenants. An owners association shall be created by the Developer under the laws of the State of Colorado before any properties within the development are sold to third parties. The Articles of Incorporation and covenants shall be reviewed by the City Attorney to insure that they meet the City's requirements that the owners association (1) maintains, operate and assume full responsibility for all easements and common areas within the Property and shown on the Final Plat, including landscaping and the on-street parking spaces licensed from the City; (2) maintains all private open space; and (3) is empowered to enforce any provisions of the covenants, conditions and restrictions affecting the Property. The covenants for the Property shall also address, at a minimum: party wall agreements, snow removal, building and landscape maintenance, sidewalk maintenance, use of limited and general common elements, fencing styles and heights, outdoor storage of vehicles (including recreational vehicles, boats, trailers, and the like), and pets. The Articles of Incorporation and covenants shall be reviewed and approved, and the Articles filed with the Colorado Secretary of State prior to the recordation of any plat creating separate units on the Property.

17. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Rifle Municipal Code and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. This SIA has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- B. The Final Plat has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.

- C. All public improvements have been accepted, or a performance guarantee to secure all public improvements has been provided in accordance with this SIA.

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

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

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

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

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

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

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

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

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

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

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

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

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

constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

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

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

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

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

Notice to City: City of Rifle
 P. O. Box 1908
 Rifle, CO 81650

With copy to: Karp Neu Hanlon, P.C.
 P. O. Drawer 2030
 Glenwood Springs, CO 81602

Notice to Developer: Habitat for Humanity of the Roaring Fork Valley, Inc.
 53 Calaway Court
 Glenwood Springs, CO 81601

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

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

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

Clerk

HABITAT FOR HUMANITY OF THE
ROARING FORK VALLEY, INC.

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____,
2022, by _____ as
_____ of Habitat for Humanity of the Roaring Fork Valley, Inc.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT A

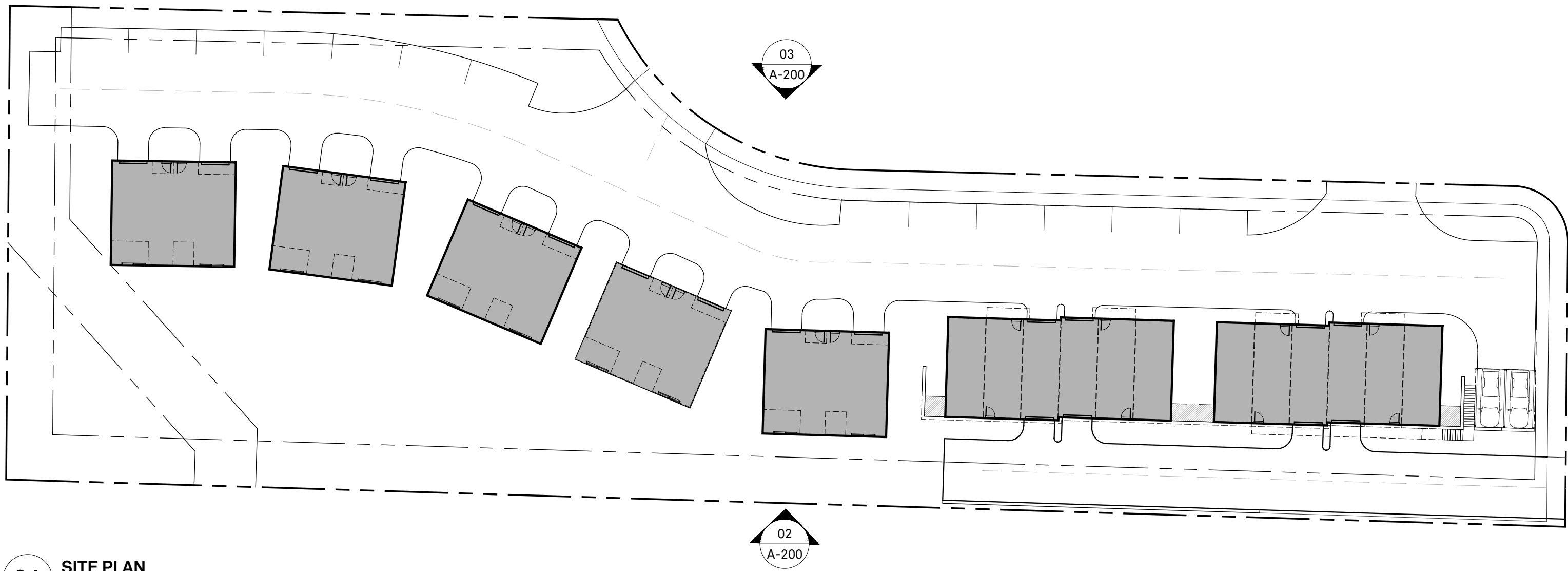
Property Elevations

EXHIBIT B

Cost Estimates

EXHIBIT C

Parking Plan



01 SITE PLAN
SCALE: 1/32" = 1'-0"



02 SOUTH SITE ELEVATION
SCALE: 1/16" = 1'-0"



03 NORTH SITE ELEVATION - SMITH ST. FRONTAGE
SCALE: 1/16" = 1'-0"

© This drawing, and all graphic and written material contained herein, constitutes the original and unpublished work of Move Matter / Architects, LLC and may not be copied, distributed, or used in whole or in part without expressed, written permission.

CLIENT:
**HABITAT FOR HUMANITY
ROARING FORK VALLEY**
53 CALAWAY CT.
GLENWOOD SPRINGS, CO 81601

CONSULTANTS:

REVISIONS:		
NO:	DATE:	REMARKS:
1	11/29/2021	P&Z ADDENDUM
2	01/07/2022	BRICK ALT.

SEAL & SIGNATURE:

PROJECT:

WAPITI COMMONS
RIFLE, CO 81650

DRAWING TITLE:

**SITE BUILDING
ELEVATIONS**

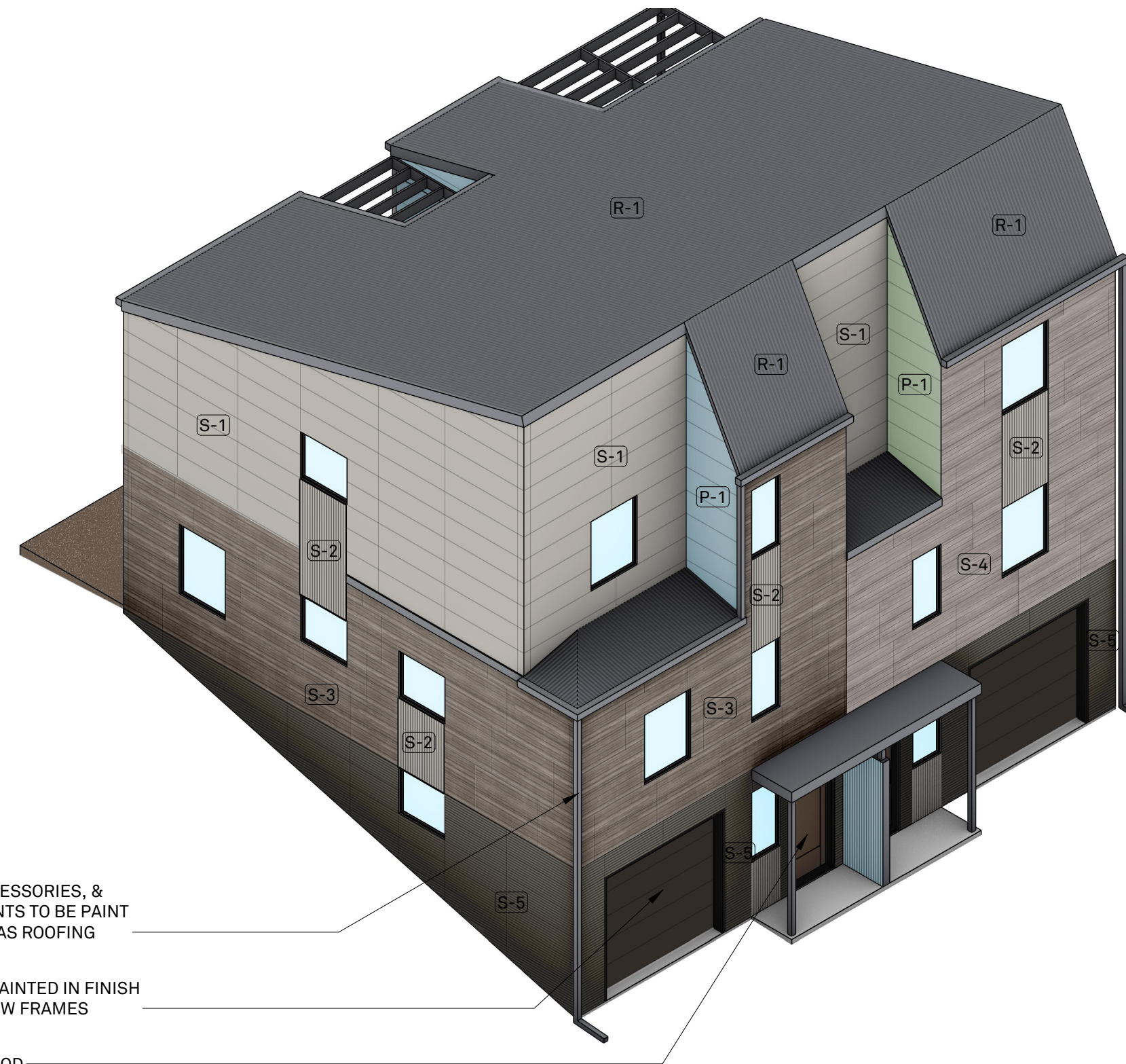
DATE: 01/07/2022
PROJECT: 040
DWG BY: CHK BY:
SCALE:
DWG NO:

A-200.02

OF



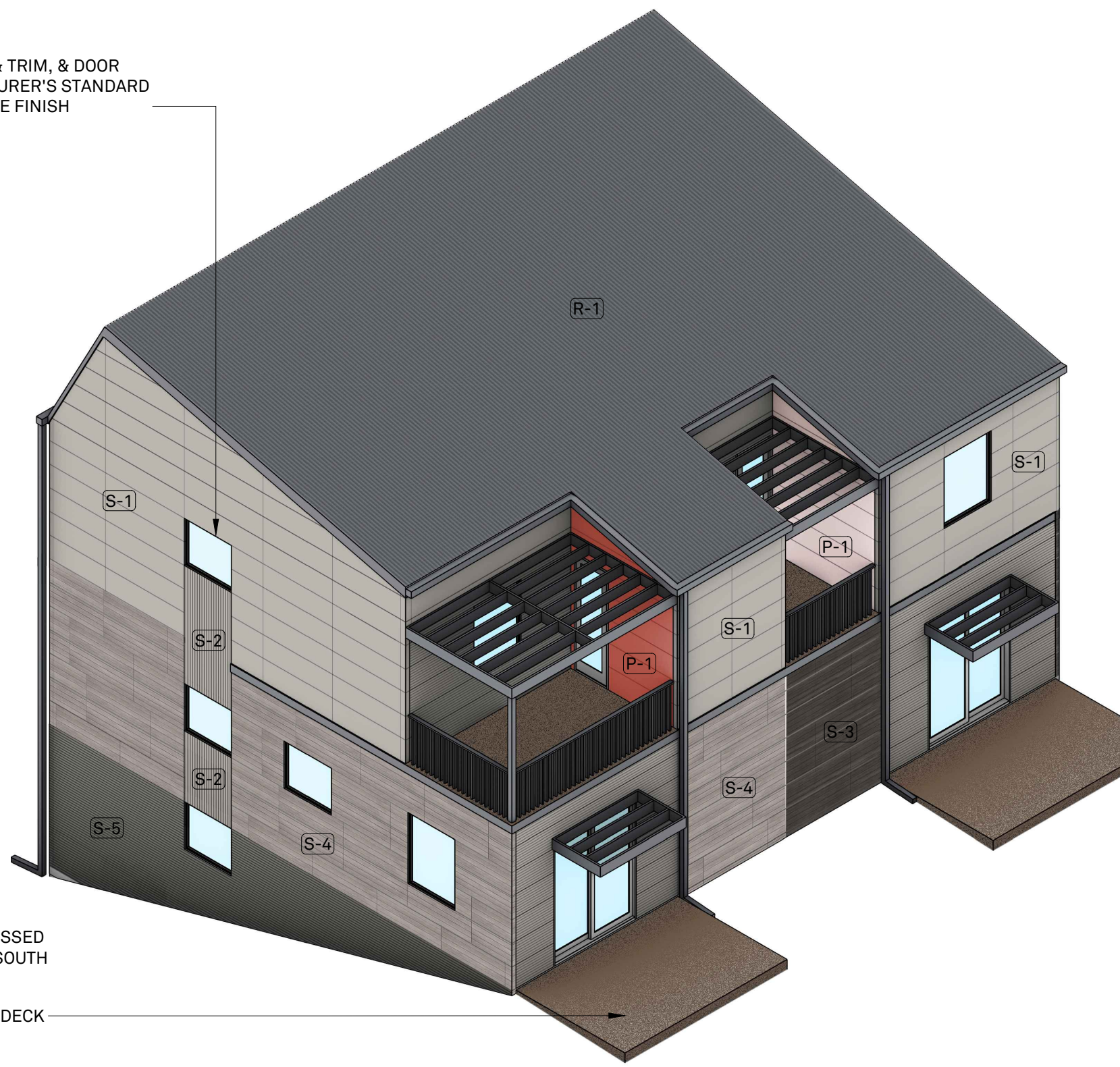
01 CONDOMINIUM BUILDING DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.



02 TOWNHOUSE DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.



03 CONDOMINIUM BUILDING DETAIL - SOUTHWEST ISOMETRIC
SCALE: N.T.S.



04 TOWNHOUSE DETAIL - SOUTHWEST ISOMETRIC
SCALE: N.T.S.



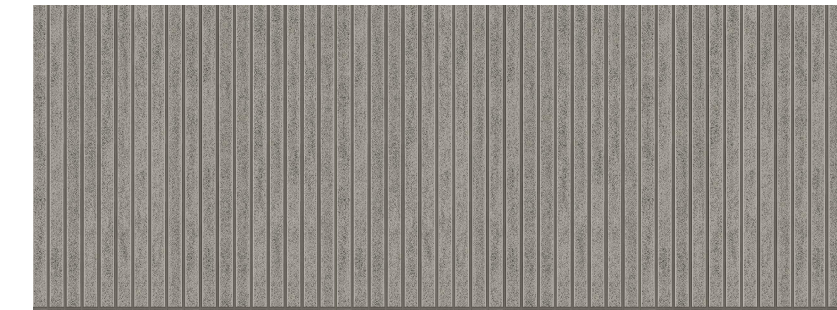
R-1
CORRUGATED METAL ROOFING
COLOR: MEDIUM, COOL GREY



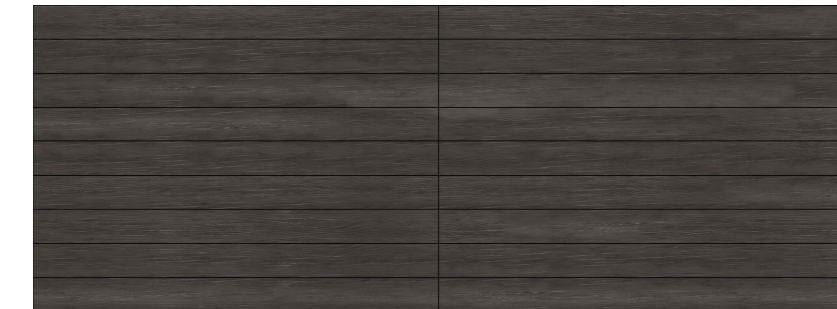
P-1
INSET, PAINTED SIDING ACCENTS
COLOR: COOLER TERRESTRIAL HUES @NORTH, WARMER HUES @SOUTH



S-1
CEMENTITIOUS, HORIZONTAL PANELS
COLOR: WARM GREY



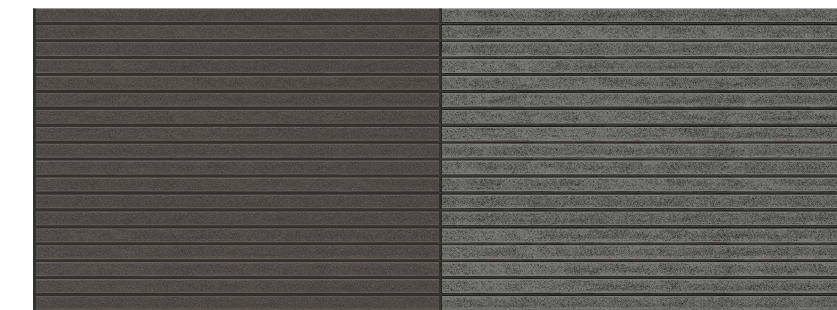
S-2
CEMENTITIOUS, VERTICAL RIBBED PANELS
COLOR: WARM GREY



S-3
CEMENTITIOUS, HORIZONTAL TEXTURED PANELS
COLOR: DEEP BROWN



S-4
CEMENTITIOUS, HORIZONTAL TEXTURED PANELS
COLOR: ASHEN



S-5
CEMENTITIOUS, HORIZONTAL RIBBED PANELS
COLOR: DRAGON'S BREATH AT TOWNHOUSE & KENDALL CHARCOAL AT CONDO

05 PROPOSED PRIMARY MATERIALS
SCALE: N.T.S.

Exhibit B



Johnson Construction, Inc.

P.O. Box 1640 Rifle, CO 81650

124 W. 2nd Street Rifle, CO 81650

Contact: Mike Johnson / Rob Bercher

Phone: 970-625-2251

Email: Mike@johnconinc.com / Rob@johnconinc.com

Bid To: Habitat for Humanity
Attn: Jake Ezratty
Address:
Phone: 914-907-9888
Email: jake@habitatroaringfork.org
Bid Date: 1/19/2022
Bid Number:

Project: Wapiti Commons
Location: Rifle, CO
Owner:
Engineer: Roaring Fork Engineering
Date of Plans: 1/7/22
Addendums:

Budget Proposal

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	35,000.00	35,000.00
20	CLEAR AND GRUB	1.00	LS	3,500.00	3,500.00
22	SAWCUT CONCRETE	60.00	LF	5.00	300.00
24	SAWCUT ASPHALT	95.00	LF	4.00	380.00
26	REMOVE CONCRETE CURB/GUTTER/SIDEWALK	1,710.00	SF	2.00	3,420.00
28	REMOVE ASPHALT	2,525.00	SF	1.50	3,787.50
30	SITE GRADING/EARTHWORK	1.00	LS	50,000.00	50,000.00
32	SUBGRADES FOR ASPHALT/CONCRETE	1.00	LS	15,000.00	15,000.00
35	FINISH SITE GRADING	1.00	LS	5,000.00	5,000.00
50	BOULDER WALL	40.00	LF	100.00	4,000.00
60	SEWER MANHOLE	6.00	EA	5,200.00	31,200.00
70	6" SEWER MAIN	472.00	LF	85.00	40,120.00
80	SEWER SERVICE	12.00	EA	2,300.00	27,600.00
100	CONNECT TO EXIST. WATER MAIN	2.00	EA	4,500.00	9,000.00
120	6" WATER MAIN	575.00	LF	100.00	57,500.00
130	3/4" WATER SERVICE	20.00	EA	2,400.00	48,000.00
150	STORM MANHOLE	1.00	EA	5,400.00	5,400.00
160	STORM MANHOLE W/ INLET GRATE	3.00	EA	5,400.00	16,200.00
165	STORM DRYWELL	3.00	EA	7,000.00	21,000.00
170	STORM AREA INLET	10.00	EA	1,600.00	16,000.00
180	STORM DRAINAGE PIPE 12"	106.00	LF	70.00	7,420.00
185	STORM DRAINAGE PIPE 6"	350.00	LF	45.00	15,750.00
200	ASPHALT PREP - 6" CL6	1.00	LS	35,000.00	35,000.00
210	CONC. PREP - 4" CL6	1.00	LS	3,500.00	3,500.00
230	5" ASPHALT PLACEMENT	700.00	TON	143.00	100,100.00
240	8' CONC. SIDEWALK 4"	1,279.00	SF	10.00	12,790.00
250	DRIVE RAMP 6"	817.00	SF	15.00	12,255.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
260	4' VALLEY PAN 8"	495.00	LF	65.00	32,175.00
270	DUMPSTER PAD 6"	361.00	SF	15.00	5,415.00
280	CURB AND GUTTER	407.00	LF	52.00	21,164.00
GRAND TOTAL					637,976.50

NOTES:

1. This is a unit price bid proposal unless otherwise noted or contracted. All quantities will be measured in place and paid accordingly.
2. Proposal is valid for 30 calendar days.
3. EXCLUDES: Davis/Bacon or prevailing wages, dewatering, survey, staking, engineering, geotechnical testing, material testing, permits, fees, construction water, wall penetrations, pavement markings, firelines into bldgs., rock excavation, blasting, sweeping, shoring, traffic control, subexcavation or stabilization of soft unsuitable soils, special insurance, bonding, winter conditions, snow removal, dump fees, erosion control, stormwater management, public information, import/export, potholing, topsoil placement, asbestos removal or abatement, irrigation, landscaping, bollards, insulation, vapor barrier, overtime, milling, sawcutting, patching, lightpoles, electric trenching, gas trenching, and/or anything not specifically itemized in the proposal scope of work.
4. Monthly progress billings are net 30 days and due 30 days after. If payment is received after a finance charge may be applicable of 1.5%/month (18%APR) on unpaid balances.
5. Retainage of 5% maximum on payments to be withheld unless agreed otherwise in writing.
6. Taxes are excluded unless requested otherwise.
7. Bond rate of 1.5% can be added upon request.
8. General Contracting management is excluded unless otherwise negotiated with agreeable fee.
9. All bid items in proposal shall be contracted as whole unless agreed upon otherwise. Items may not be removed seperatly.
10. Any additional work above bid quantity or not specificaly itemized in scope must be agreed upon by all parties by signed change order before work is performed.
11. Project schedule to be mutually agreed and included in contract.
12. Work shall be continuous in manner. Mobilizations and/or standby rates may occure otherwise.
13. Any work performed by JCI will be warranted for a period of one year. If any failures or unsatisfactory work is noticed, it shall be notified within 7 calendar days or deemed acceptable. Work is not warranted if other trades follow and/or cause damages to JCI work.
14. JCI is not held liable for damages to any unmarked underground utilities.

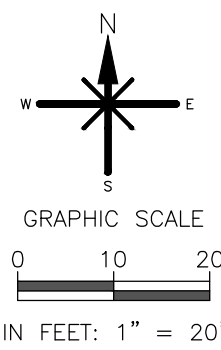
ACCEPTED:

The bid pricing, conditions, schedule, and specifications are accepted.

BUYER: _____

SIGNATURE: _____

DATE: _____



ROARING FORK ENGINEERING
592 HIGHWAY 133
CARBONDALE COLORADO, 81623
PH: (970)340-4130 F:(966)876-5873

CHECKED BY: DCS
DRAWN BY: BEW

DRAWN BY
BEW

DATE
01.07.2022

DESCRIPTION:
FINAL PLAT SUBMISSION

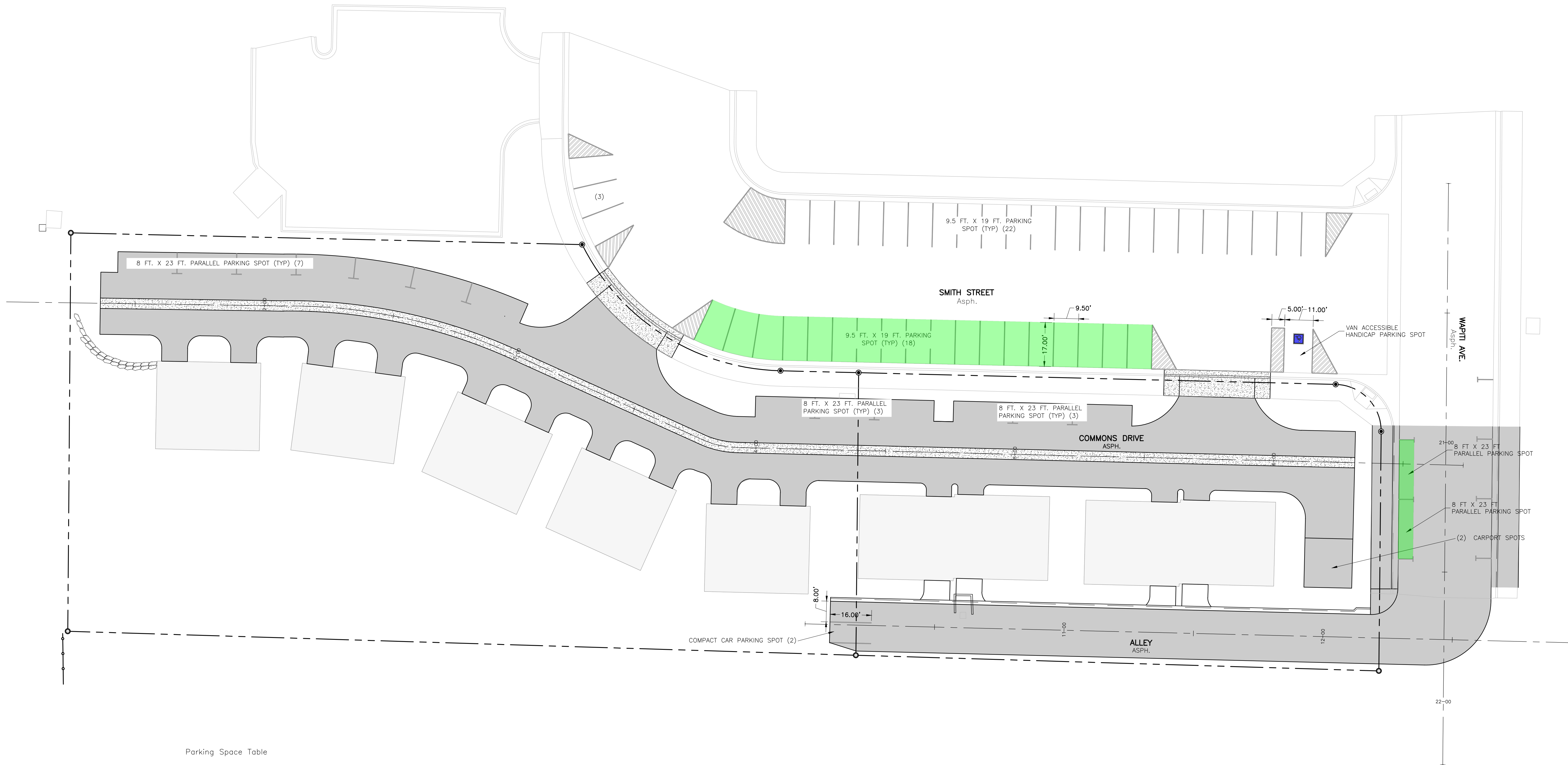
1

JOB #: 2021-28
NOT FOR
CONSTRUCTION

WAPITI COMMONS
RIFLE, COLORADO

SIGNING & STRIPING PLAN

C11
OF 12



Parking Space Table

	Existing	Proposed
N Side Smith St.	18	22
S Side Smith St.	29	22
W Side Wapiti Ave.	0	2
On Property	0	17
Total:	47	63

Hatch for Wapiti Commons
Designated Parking. 20 total.



Agenda Item #9.d.

Agenda Item Name:

Consider Writing a Support Letter for the Rifle Apartments Project at 139 Railroad Avenue

Presenter:

Tommy Klein, City Manager

Item Description:

Consider response to CHFA on the Rifle Apartments project.

Recommended Action:

Move to approve responding to the CHFA letter in support of the Rifle Apartments project planned for 139 Railroad Avenue.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

The Colorado Housing and Finance Authority (CHFA) is requesting input from Council on the proposed Rifle Apartments project planned for 139 Railroad Avenue. Please see the letter from CHFA attached to this agenda item.

Executive Summary:

Mayor Green received a correspondence from CHFA requesting input on the Rifle Apartments project. At the January 5, 2022 Council meeting, Evergreen Real Estate Group presented concept information on the project. CHFA is the agency in Colorado that approves the issuance of tax credits for subsidized housing. Specifically, CHFA is requesting an answer to this question:

Do you view this proposed project as being consistent with the development and preservation of the housing plan in your community?

After obtaining input from Council, Mayor Green or his designee will respond to CHFA.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Rifle Apartments 2022 Round 1 Jurisdiction Letter



denver

1981 Blake Street
Denver, CO 80202
303.297.chfa (2432)
800.877.chfa (2432)

PO Box 60
Denver, CO 80201
800.659.2656 tdd
www.chfainfo.com

western slope

348 Main Street
Grand Junction, CO 81501
970.241.2341
800.877.8450

NOTIFICATION TO THE LOCAL JURISDICTION
CHIEF EXECUTIVE OFFICER
2022 Round 1 - 9%/4% Housing Credit Program

February 16, 2022

Ed Green
Mayor Ed Green
202 Railroad Avenue
Rifle, CO 81650

Dear Mayor Green:

The Colorado Housing and Finance Authority (CHFA) is the administrator of the Federal Low-Income Housing Tax Credit Program (LIHTC) in Colorado. The LIHTC program was created by the 1986 Tax Reform Act to encourage the production and preservation of affordable rental housing. To receive the tax credits, property owners are required to maintain long-term rent affordability for individuals and families of low income, typically for 30 to 40 years. CHFA awards the credits statewide through a comprehensive selection process that is governed by its Qualified Allocation Plan (or QAP). The QAP is located on CHFA's website at:

<http://www.chfainfo.com/arh/lihtc/Pages/qap.aspx>

We are notifying you that the referenced project has been proposed in your local jurisdiction in order to provide you an opportunity to comment on the project.

Please provide us with your comments on the attached form, attach any additional information, and sign and return the form to our office as soon as possible.

Additionally, if you would be interested in having CHFA staff provide you and your staff with an introduction to the LIHTC program and CHFA's award process, please let us know and we will be happy to coordinate a meeting.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Paula Harrison", is written over a light blue horizontal line.

Paula Harrison
Tax Credit Program Administrator

cc: Mr. Tommy Klein
Ms. Alicia Gresley

NOTIFICATION TO THE LOCAL JURISDICTION

Project Name: Rifle Apartments
Project Address: 139 Railroad Avenue
Project Sponsor: Evergreen Real Estate Group
Type of Project: New Construction
Number of Units: 50 - 40 LI units

1. Do you view this proposed project as being consistent with the development and preservation of the housing plan in your community?

2. If proposed project is not viewed as consistent with local housing needs and priorities, please explain why.

3. Other Comments:

Signature

Title

Print Name

CHFA, attention: Paula Harrison, Tax Credit Program Administrator
Via email to: pharrison@chfainfo.com



Agenda Item #9.e.

Agenda Item Name:

Consider Approval of Senior Center Security Cameras

Presenter:

Kelly Thompson, IT Director

Item Description:

One of the IT projects included in the 2022 Budget is for additional Verkada cameras in various buildings throughout the City. This request is for cameras outside the Senior Center.

Recommended Action:

Approve the purchase of security cameras for the Senior Center in the amount of \$24,028.

Fiscal Impact:

This purchase was included in the 2022 Budget.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Security around the Senior Center has been a concern, cameras at the entrances will address that. As part of our IT Security Strategy, funding additional cameras City-wide was included our 2022 budget.

Notification Requirements:

N/A

Prepared By:

Kelly Thompson, IT Director

Attachments:

1. Senior Center Cameras Council Packet



Memorandum

To: Tommy Klein, City Manager

From: Kelly Thompson, IT Director

Date: 2/24/2022

Re: Senior Center Security Cameras

Mr. Klein,

As part of our IT Department ongoing security improvements, I am requesting funding to provide outdoor entrance cameras for the Senior Center totaling \$24,028.

As you are aware, in 2020 multiple security camera systems were reviewed and Verkada cameras were selected to provide security for the Police Department. The Verkada system had the best balance of price and features and included the best warranty support package. Since then, cameras have been installed / upgraded at Metro Pool and at City Hall as part of the Phase 2 renovation. This work has been performed by our local Verkada vendor, Current Solutions from Grand Junction.

In consultation with Tami Sours, locations were determined and the attached quote for cameras, wiring, and installation was provided by Current Solutions and includes the 10-year licensing and support from Verkada.

This project was included in the IT Budget for 2022. Thank you for your time and consideration.

Regards,

A handwritten signature in black ink, appearing to read "Kelly Thompson", with a long, sweeping horizontal line extending to the right.

Kelly Thompson, IT Director



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name			NEW: W-9 attached ☐
	Current Solutions			
2.	Vendor Address			
	3184 Mesa Avenue			
	Grand Junction, CO 81504			
3.	For the Purchase of (description)			
	Security cameras for Senior Center			
4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.	
	\$24,028	\$50,000	<i>M. Deven</i>	
5.	Dept. Name	General Ledger Acct #		
	IT	620-4901-400-741		
6.	Type of Purchase			
	☐ Capital Construction			
	☐ Capital Construction – Change Order			
	☐ Capital Equipment			
	☐ Plant Equipment			
	☒ Materials, supplies, non-profession/technical services (includes computer/software maint.)			
	☐ Professional Services			
	☐ Utilities (includes equipment installation)			
	☐ Land, easements, ROW			
7.	Purchasing Process Required			
	☐ Cooperative Purchasing			
	☐ Open Market			
	☐ Comparative Pricing			
	☐ Request for Proposal (attach bid tab)			
	☐ Formal Bid (attach bid tab and advertisement)			
	☒ Single Source (attach an explanation) Additional cameras from our local Verkada vendor			
8.	Authorization Required			
	☒	City Manager		
	☒	City Council		
9.	Signatures			
	Position	Signature	Date	
	Department Director	<i>[Signature]</i>	2/16/27	
	City Manager	<i>[Signature]</i>	2-15-27	
	City Council Approval (meeting date)			
10.	Purchase Order # assigned by Finance			

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

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



Current Solutions

3184 Mesa Avenue Grand Junction, CO 81504

January 25, 2022

City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Reference: City of Rifle Senior Center Verkada Cameras (Revised)

Current Solutions proposes to provide all material and labor to install Verkada cameras at the Rifle Senior Center. The new cameras will be programmed, aimed, and focused per owner specifications.

Quantity	Part #	Description	Unit	Extended
0	CD51-30-HW	Verkada Indoor Dome 5MP, Zoom Lens, 30 Day Storage	\$749.25	\$0.00
6	CB51-30TE-HW	Verkada Outdoor Bullet 5MP, Telephoto Zoom Lens, 30 Day Storage	\$1,124.25	\$6,745.50
6		Shipping	\$17.00	\$102.00
1		Installation Materials, Labor, & Travel	\$9,985.00	\$9,985.00
Subtotal:				\$16,832.50

6	LIC-1Y	Verkada 1 Year License	\$149.25	\$895.50
Total Price for 1 Year License:				\$17,728.00

6	LIC-5Y	Verkada 5 Year License	\$599.25	\$3,595.50
Total Price for 5 Year License:				\$20,428.00

6	LIC-10Y	Verkada 10 Year License	\$1,199.25	\$7,195.50
Total Price for 10 Year License:				\$24,028.00

If you have any questions or need additional information please contact me.

Respectfully,

Troy Polson
Systems Integrator
troy@currentsolutionsgj.com



Agenda Item #9.f.

Agenda Item Name:

Consider Approval of Ute Theater Security Cameras

Presenter:

Kelly Thompson, IT Director

Item Description:

One of the IT projects included in the 2022 Budget is for additional Verkada cameras in various buildings throughout the City. This request is for cameras inside and outside of the Ute Theater.

Recommended Action:

Approve the purchase of security cameras for the Ute Theater in the amount of \$22,949.50

Fiscal Impact:

This purchase was included in the 2022 Budget for IT and Ute Theater.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Security around the Ute Theater has been a concern, cameras inside and outside the building will address that. As part of our IT Security Strategy, funding additional cameras City-wide was included our 2022 budget. We will be splitting this cost with the Ute Theater as follows: the hardware was budgeted for by the Ute, and licensing and support budgeted by IT.

Notification Requirements:

N/A

Prepared By:

Kelly Thompson, IT Director

Attachments:

1. Ute Cameras City Council Packet



Memorandum

To: Tommy Klein, City Manager

From: Kelly Thompson, IT Director

Date: 2/24/2022

Re: Ute Theater Security Cameras

Mr. Klein,

As part of our IT Department ongoing security improvements, I am requesting funding to provide security cameras for the Ute Theater totaling \$22,949.50.

As you are aware, in 2020 multiple security camera systems were reviewed and Verkada cameras were selected to provide security for the Police Department. The Verkada system had the best balance of price and features and included the best warranty support package. Since then, cameras have been installed / upgraded at Metro Pool and at City Hall as part of the Phase 2 renovation. This work has been performed by our local Verkada vendor, Current Solutions from Grand Junction.

In consultation with Wayne Pleasants and Tom Whitmore, locations were determined and the attached quote for cameras, wiring, and installation was provided by Current Solutions and includes 10-year licensing and support from Verkada.

This project was included in the IT and Ute Theater Budgets (IT covering licensing costs and Ute covering hardware costs) for 2022. Thank you for your time and consideration.

Regards,

A handwritten signature in black ink, appearing to read "Kelly Th", with a long, sweeping horizontal line extending to the right.

Kelly Thompson, IT Director

sent to Kelly + Tom



CITY OF RIFLE PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Current Solutions	

2.	Vendor Address
	3184 Mesa Ave
	Grand Junction, CO 81504

3.	For the Purchase of (description)
	Verkada Cameras for Ute Theater

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$22,949.50		

5.	Dept. Name	General Ledger Acct #
	IT / Ute	\$8,394.75 : 620-4901-400-741 / \$14,554.75 : 207-4650-400-821 ✕

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

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

8.	Authorization Required
	☒ City Manager
	☒ City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		2/24/22
	City Manager		2-24-2022
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

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

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



February 23, 2022

City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Reference: City of Rifle Ute Theater Verkada Cameras (Revision 3)

Current Solutions proposes to provide all material and labor to install a Verkada camera system at the Rifle Ute Theater.

Quantity	Part #	Description	Unit	Extended
3	CD52-256-HW	Verkada Indoor Dome 5MP, Zoom Lens, 30 Day Storage	\$899.25	\$2,697.75
2	CB51-30E-HW	Verkada Outdoor Bullet 5MP, Zoom Lens, 30 Day Storage	\$1,049.25	\$2,098.50
1	CD62-30-HW	Verkada CD62-E Indoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, 30 Day Storage	\$1,124.25	\$1,124.25
1	D80-HW	Verkada Indoor/Outdoor Fisheye Camera, 12MP, Fixed Lens, 256GB of Storage, 30 Day Storage	\$1,424.25	\$1,424.25
7	Camera Shipping		\$17.00	\$119.00
7	Installation Materials and Labor		\$1,013.00	\$7,091.00
Subtotal:			\$14,554.75	
7	LIC-10Y	Verkada 10 Year License	\$1,199.25	\$8,394.75
Total Price with 10 Year License:			\$22,949.50	

If you have any questions or need additional information please contact me.

Respectfully,

Troy Polson
Systems Integrator
troy@currentsolutionsgj.com

Current Solutions agrees to perform the work described in the proposal subject to the following provisions:

1. Training will be provided for the video surveillance software with continued support for sixty (60) days after initial installation at no additional charge.
2. All hardware will be warrantied for one year after installation. Hardware will be returned to the manufacture for repair or replacement if found defective.
3. Proposal has been based on all work being performed during normal working hours 7:00 am to 6:00 pm Monday through Friday.

4. Back boxes, cable trays, raceways, and conduit stubs provided by electrical contractor.
5. Excludes any repair, patch, finish, etc., as result of installation (Care will be taken to insure minimal damage occurs).
6. Price is good for a period of up to 60 days from the date of the proposal.
7. The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost will be added to the original project price.



Agenda Item #9.g.

Agenda Item Name:

Consider Approval of Water Plant Security Camera Upgrades

Presenter:

Robert Burns, Utilities Director

Item Description:

New security cameras are needed at the water plant due to software compatibility issues

Recommended Action:

Move to approve upgrades to water plant security cameras in the amount of \$61,350

Fiscal Impact:

n/a

Operational Impact:

n/a

Prior Board Motions:

n/a

Background Information:

n/a

Executive Summary:

The security cameras are five years old and are having some functionality issues when firmware is updated. This project will ensure that cameras and software work together without interrupting security footage.

Notification Requirements:

n/a

Prepared By:

Robert Burns, Utilities Director

Attachments:

1. Water Plant Security Camera Upgrades_PACKET



***City of Rifle, Colorado
Utility Department
Clarifier Coating***

To: Tommy Klein, City Manager
From: Robert Burns, Utility Director – Utility Department
Re: Water Plant Security Cameras

Mr. Klein,

Staff will be requesting funds in the amount of \$61,350 for security camera upgrades at the Rifle Regional Water Purification Facility.

We have had some minor performance issues with the existing security cameras as it relates to their age and compatibility with software updates.

The requested cameras have been sourced by the City of Rifle Information Technologies (I.T.) Department and have a 10 year replacement program included in the price, details on this program are available from I.T.

These cameras will be of the type currently installed at the police department and other city locations. This will help to bring uniformity to the camera systems throughout our facilities.

These cameras will also allow for greater degrees of protection for the treatment facility as it will allow the City of Rifle Police Department to be able to access the footage remotely should there be an intrusion.

This project was included in the budget and is supported by the I.T. Department.

Thank you for your consideration.

Robert P. Burns

Robert P. Burns
Utility Director
City of Rifle – Utility Department



February 17, 2022

City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Reference: City of Rifle Water Treatment Verkada Camera Replacement (Revision 2)

Current Solutions proposes to provide all material and labor to replace the existing camera system at the Rifle Water Treatment Plant with all new Verkada Cameras. In addition a new camera will be added to the Datacenter. The new cameras will be programmed, aimed, and focused as per owner specifications.

Quantity	Part #	Description	Unit	Extended
3	CD52-256-HW	Verkada Indoor Dome 5MP, Zoom Lens, 30 Day Storage	\$899.25	\$2,697.75
23	CB51-30E-HW	Verkada Outdoor Bullet 5MP, Zoom Lens, 30 Day Storage	\$1,049.25	\$24,132.75
26		Shipping	\$17.00	\$442.00
26		Installation Materials and Labor	\$111.42	\$2,897.00
Subtotal:				\$30,169.50

26	LIC-1Y	Verkada 1 Year License	\$149.25	\$3,880.50
Total Price for 1 Year License:				\$34,050.00

26	LIC-5Y	Verkada 5 Year License	\$599.25	\$15,580.50
Total Price for 5 Year License:				\$45,750.00

26	LIC-10Y	Verkada 10 Year License	\$1,199.25	\$31,180.50
Total Price for 10 Year License:				\$61,350.00

If you have any questions or need additional information please contact me.

Respectfully,

Troy Polson
Systems Integrator
troy@currentsolutionsgj.com



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Current Solutions	

2.	Vendor Address
	3184 Mesa Ave, Grand Junction, CO 81504

3.	For the Purchase of (description)
	water plant security camera upgrades

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$61,350	\$225,000	

5.	Dept. Name	General Ledger Acct #
	utility - water	310.4331.400.430

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

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐ Cooperative Purchasing:	Sec 4-3-90	
	☐ Open Market:	Sec. 4-3-40(c)	
	☐ Comparative Pricing:	Sec. 4-3-40(d)	
	☐ Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	☐ Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	☒ Sole Source:	Sec. 4-3-40(a)	memo attached - sourced by I.T.

8.	Authorization Required	
	☐ City Manager	
	☒ City Council	

9.	Signatures		
	Position	Signature	Date
	Department Director	Robert P. Burns	2/22/2022
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

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

All requests for the sole source process must comply with code sec. 4-3-40(a)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market code sec. 4-3-40(c)	> \$5,000 - PO	Yes if over \$25,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid code Sec 4-3-40(f)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market code sec. 4-3-40(c)	> \$5,000 - PO	Yes if over \$25,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
	> \$20,000	Competitive Bid code Sec 4-3-40(f)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market code sec. 4-3-40(c)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
	>\$75,000	Competitive Bid code Sec 4-3-40 (f)		
Materials, Supplies, Non-Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market code sec. 4-3-40(c)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market code sec. 4-3-40(c)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor. Special provisions for professional services sole source in code sec. 4-3-50 (6) **at bottom of table
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Sole Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Sole Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Agenda Item #9.h.

Agenda Item Name:

Consider Approval of Ute Theater Access Control Additions

Presenter:

Kelly Thompson, IT Director

Item Description:

Included in the Ute Theater budget for 2022 was additional access control for doors within the building.

Recommended Action:

Approve the purchase of additional access control locks for the Ute Theater in the amount of \$9,960.

Fiscal Impact:

This purchase was included in the 2022 Ute Budget.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

The existing access control system at the Ute Theater was installed and has been maintained by Current Solutions of Grand Junction. This project would provide keycard access to additional doors in the system, enhancing security and creating less need for physical keys.

Notification Requirements:

N/A

Prepared By:

Kelly Thompson, IT Director

Attachments:

1. Ute Access Control City Council Packet



Memorandum

To: Tommy Klein, City Manager

From: Kelly Thompson, IT Director

Date: 2/24/2022

Re: Ute Theater Access Control

Mr. Klein,

As part of our IT Department ongoing security improvements, I am requesting funding to provide additional door access control for the Ute Theater totaling \$9,960.

Current Solutions installed the Access Control system City-Wide and provides support for the hardware and software.

In consultation with Wayne Pleasants and Tom Whitmore, additional access control doors were determined and the attached quote for hardware and installation was provided by Current Solutions.

This project was included in the Ute Budget for 2022. Thank you for your time and consideration.

Regards,

A handwritten signature in black ink, appearing to read "Kelly Thompson", with a long, sweeping horizontal line extending to the right.

Kelly Thompson, IT Director

Send to Kelly + Gonn



CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Current Solutions	

2.	Vendor Address
	3184 Mesa Avenue
	Grand Junction, CO 81504

3.	For the Purchase of (description)
	Additional access control for Ute Theater

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$9,960		<i>[Signature]</i>

5.	Dept. Name	General Ledger Acct #
	Ute	★ 207.4650.400.821, 207.4650.400.430, 207.4650.400.320 3445.25 4516 2000

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

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	x Single Source (attach an explanation) Additional access control from our local supplier.

8.	Authorization Required
	x City Manager
	x City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>[Signature]</i>	2/24/22
	City Manager	<i>[Signature]</i>	2/24/2022
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

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

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



February 7, 2022

City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Reference: City of Rifle Ute Event Center Access Controlled Openings (Revised)

Current Solutions proposes to furnish and install (8) Schlage NDEB wireless cylindrical locks and (2) Schlage Gateways that will be integrated into the existing RS2 Access It Universal software. The Schlage Gateways will require a static IP Address and will be wired into the city's existing network. All programming and training for the new hardware will be provided.

Proposed Price: \$9,960.00

• **Eight Interior Cylindrical Doors**

1. (8) Schlage NDEB-J-RHO-626 Wireless Cylindrical Lock
2. (2) Schlage Gateway
3. Installation and Programming Labor

If you have any questions or need additional information please contact me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Troy Polson', is written over a light blue horizontal line.

Troy Polson
Systems Integrator
troy@currentsolutionsgj.com

Current Solutions agrees to perform the work described in the proposal subject to the following provisions:

1. Training will be provided for the access control software with continued support for sixty (60) days after initial installation at no additional charge.
2. All hardware will be warranted for one year after installation. Hardware will be returned to the manufacture for repair or replacement if found defective.
3. Proposal has been based on all work being performed during normal working hours 7:00 am to 6:00 pm Monday through Friday.
4. Excludes any 120v AC power hookups to the access control enclosures and power supplies.
5. Back boxes, floor boxes, cable trays, raceways, and conduit stubs provided by electrical contractor.
6. Excludes any re-keying needed as a result of the new door hardware.
7. Excludes any repair, patch, finish, etc., as result of installation (Care will be taken to insure minimal damage occurs).
8. Price is good for a period of up to 60 days from the date of the proposal.
9. The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost will be added to the original project price.



Agenda Item #10.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
02/25/2021

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 2022311-Report to City Manager 02.25

WORK REPORT TO CITY MANAGER

02.25.2022

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Responded to several citizen calls regarding City issues.
- Press release concerning Presidents' Day closures.

COURT

- Handled 52 adult cases on February 16th court day.
- Held 2 telephone hearings with inmates in custody.
- Attended CML Statehouse Report Webinar.
- Met with City Prosecutor to discuss court issues and legislation.
- Have been in contact with CML advocate regarding a bill that may have effects on enforceability of tickets.

PUBLIC WORKS

- Development comment involving: Wapiti Commons
- Frontella wall bid solicitation out this week

CITY MANAGER

- On Tuesday, February 22, we met with representatives from the Aspen Institute, Colorado Workforce, REDC and the managers from Parachute, Silt and New Castle about creating a regional partnership to attach businesses to the Colorado River Valley. The group is named Colorado River Valley Economic Development Partnership. This was our first meeting and as things develop we will keep the Council informed.
- Attended a meeting in Grand Junction concerning a RAISE grant that is connected to the development of the Park and Ride. CDOT is leading this effort and it will be the second attempt to obtain this source of funding.
- Strategic Planning will be March 11th – 12th, 2022 at the Golf Course
 - Council Pictures will be done the same day - Attire Discussion amongst council members