



City Council
Randy Winkler, Mayor
Barbara Clifton, Mayor Pro Tem
Joe Elliott, Councilor
Ed Green, Councilor
Theresa Hamilton, Councilor
Annick Pruetz, Councilor
Dana Wood, Councilor

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

Streamed Live at RifleNOW.org

The City of Rifle will make reasonable accommodations for access to City services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 665-6405 for assistance.

**REGULAR MEETING
December 7, 2016**

**JOINT WORKSHOP WITH
DOWNTOWN DEVELOPMENT AUTHORITY AND
PLANNING AND ZONING COMMISSION
6:00 P.M.
RIFLE BRANCH LIBRARY**

- 6:00 p.m. 1. Downtown Gateway Rezoning
- 6:20 p.m. 2. Urban Renewal Authority
- 6:40 p.m. 3. Other Items of Mutual Interest

**REGULAR MEETING 7:00 P.M.
COUNCIL CHAMBERS**

The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the November 16, 2016 Regular Meeting
 - B. Minutes from the November 16, 2016 Special Meeting
 - C. Minutes from the November 19, 2016 Special Meeting
 - D. Authorize extension of Animal Shelter Operations contract with Friends of the Animal Shelter (FRAS)
 - E. Engagement of George A. Barton, P.C. for Audit of Gas Leases with Antero/Ursa
 - F. City Market Trail and Utility Easements; Quit Claim Deed

- 7:08 p.m. 3. Citizen Comments
(For items not listed as public hearings on the agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Winkler)
- 7:15 p.m. 5. Consider Appointment of Kaylee Nash to the Visitor Improvement Fund Board (Cathleen Anthony)
- 7:20 p.m. 6. Consider Appointment of Kate Andreatta to the Rifle Housing Authority Board
- 7:25 p.m. 7. Consider Parks and Recreation Athletic Field Use Policy (Tom Whitmore)
- 7:35 p.m. 8. Consider Adopting 2017 Budget (Marcia Arnhold)
 - A. Resolution No. 21, Series of 2016 - Adopt the 2017 Annual Budget
 - B. Ordinance No. 24, Series of 2016 - Annual Appropriation of Funds
 - C. Resolution No. 22, Series of 2016 - Mill Levy Certification
- 7:45 p.m. 9. Public Hearing - Consider Approving Supplemental Budget (Marcia Arnhold)
 - A. Resolution No. 23, 2016 - Budget Amendment
 - B. Ordinance No. 25, Series of 2016 - Supplemental Appropriation
- 7:55 p.m. 10. Consider Solid Waste Removal and Recyclables Collection Agreement with Mountain Roll-Off, Inc. d/b/a Mountain Waste & Recycling – Ordinance No. 26, series of 2016 – 1st reading (Matt Sturgeon)
- 8:05 p.m. 11. Consider approving contract with All-Around Recreation to install Centennial Park Playground (Matt Sturgeon)
- 8:15 p.m. 12. Consider confirming City Manager’s appointment of Thomas Klein to the position of Chief of Police (Matt Sturgeon)
- 8:25 p.m. 13. Administrative Reports
- 8:35 p.m. 14. Comments from Mayor and Council

The order and times of agenda items listed above are approximate and intended as a guideline for the City Council.

Next Regular Meeting of Council: December 21, 2016 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, November 16, 2016

REGULAR MEETING

7:00 p.m. * Council Chambers

A regular meeting of the Rifle City Council was called to order at 7:03 p.m. by Mayor Pro Tem Clifton.

PRESENT AT ROLL CALL: Councilors Joe Elliott, Theresa Hamilton, Annick Pruett, Dana Wood and Mayor Pro Tem Clifton.

Councilor Elliott moved to excuse Councilor Green and Mayor Winkler from tonight's meeting; seconded by Councilor Pruett.

Roll Call: Yes – Clifton, Elliott, Hamilton, Pruett and Wood

OTHERS PRESENT: City Manager Matt Sturgeon, City Clerk Kristy Christensen, City Attorney Jim Neu, Rifle Community Television (RCTV) Assistant Salvador Tovar, Planning Director Nathan Lindquist, and Interim Chief of Police Sam Stewart.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the November 2, 2016 Regular Meeting
- B. (Acting as Liquor Licensing Authority) Liquor License Renewals: J&L, Inc. dba Shanghai Garden
- C. Police Department Retirement Plan – Resolution No. 19, Series of 2016
- D. Authorizing the City Manager to Submit an Energy and Mineral Impact Assistance Fund Grant Application for Construction Documents for new Aquatic Facility – Resolution No. 20, Series of 2016
- E. Accounts Payable

Councilor Hamilton moved to approve Consent Agenda Items A, B, C, D and E; seconded by Councilor Wood.

Roll Call: Yes – Clifton, Elliott, Hamilton, Pruett and Wood

CITIZEN COMMENTS

No Citizen comments were heard.

CONSIDER BULK CHEMICAL PURCHASING FOR RIFLE REGIONAL WATER PURIFICATION FACILITY

City Manager Matt Sturgeon explained staff requested bids for bulk chemicals for the Rifle Regional Water Purification Facility. Bids were received from six vendors. Staff recommends approving the purchase of bulk chemicals for the water treatment plant to the five vendors selected with each vendor providing a different chemical.

Councilor Hamilton moved to approve expenditures for 2017 bulk water chemicals for the Rifle Regional Water Purification Facility from the Water Fund to the five vendors as outlined in the November 4, 2016 memo; seconded by Councilor Pruett.

Roll Call: Yes – Clifton, Elliott, Hamilton, Pruett and Wood

Rifle City Council Meeting, November 16, 2016

CONSIDER REGULATION OF RESIDENTIAL ACCESSORY STORAGE STRUCTURES AND FENCING - ORDINANCE NO. 23, SERIES OF 2016 – 2ND READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING TITLE 16 OF THE RIFLE MUNICIPAL CODE REGULATING RESIDENTIAL ACCESSORY STORAGE STRUCTURES AND FENCES

Planning Director Nathan Lindquist explained the current code lacks standards for the size or appearance of residential detached garages and storage structures. Recently, several properties have constructed large metal storage structures that upset their neighbors who believe this has decreased their property values. Upon the request of Planning Commission, staff has developed a text amendment to address this issue. Planning Commission approved these regulations at their August 2016 meeting.

Councilor Elliott moved to approve Ordinance No. 23, series of 2016, on second reading as amended and order it to be published as required by Charter; seconded by Councilor Wood.

Roll Call: Yes – Clifton, Elliott, Hamilton, Pruett and Wood

PUBLIC HEARING – CONSIDER 2017 PROPOSED BUDGET

Mayor Pro Tem Clifton opened the public hearing. City Manager Matt Sturgeon provided an overview of the proposed 2017 budget. No public comment was received. Mayor Pro Tem Clifton closed the public hearing.

ADMINISTRATIVE REPORTS

City Manager Matt Sturgeon reported on the following items: three million gallon water tank, Police Chief interviews, and sidewalks repairs.

Planning Director Nathan Lindquist announced the ribbon cutting ceremony for the Rifle Boat Ramp.

COMMENTS FROM MAYOR AND COUNCIL

Comments were heard from: Councilor Pruett, Councilor Elliot, Councilor Hamilton, Councilor Wood and Mayor Pro Tem Clifton.

Meeting adjourned at 7:42 p.m.

Kristy Christensen
City Clerk

Barb Clifton
Mayor Pro Tem

RIFLE CITY COUNCIL MEETING

Wednesday, November 16, 2016

SPECIAL MEETING

6:00 p.m. * Council Chambers

A special meeting of the Rifle City Council was called to order at 6:03 p.m. by Mayor Pro Tem Barbara Clifton.

PRESENT AT ROLL CALL: Councilors Joe Elliott, Theresa Hamilton, Annick Pruett, Dana Wood, and Mayor Pro Tem Barbara Clifton.

Councilor Elliott moved to excuse Councilor Green and Mayor Winkler from tonight's meeting; seconded by Councilor Wood.

Roll Call: Yes – Clifton, Elliott, Hamilton, Pruett and Wood.

OTHERS PRESENT: City Manager Matt Sturgeon; City Clerk Kristy Christensen; Assistant City Manager Kimberly Bullen; City Attorney Jim Neu; and Interim Chief of Police Sam Stewart.

EXECUTIVE SESSION (1) to discuss the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. Section 24-6-402(4)(a); and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); – Concerning Easement Acquisition & Municipal Services

Councilor Hamilton moved to go into executive session to discuss negotiations and real property; seconded by Councilor Pruett.

Roll Call: Yes – Clifton, Elliott, Hamilton, Pruett and Wood

Upon return to Special Meeting following conclusion of the executive session, meeting adjourned at 6:45 p.m.

Kristy Christensen
City Clerk

Randy Winkler
Mayor

RIFLE CITY COUNCIL MEETING

Wednesday, November 19, 2016

SPECIAL MEETING

8:00 a.m. * Council Chambers

A special meeting of the Rifle City Council was called to order at 8:40 a.m. by Mayor Randy Winkler.

PRESENT AT ROLL CALL: Councilors Barbara Clifton, Joe Elliott, Ed Green, Theresa Hamilton, Annick Pruett, Dana Wood, and Mayor Randy Winkler.

OTHERS PRESENT: City Manager Matt Sturgeon; Assistant City Manager Kimberly Bullen; Human Resources Generalist Danielle Hogan, Court Administrator Kathy Pototsky, Fred Ranguet, Daric Harvey, Thomas Klein, Thomas Rummel, Drew Sanders, Andrew Smith and Samuel Stewart

EXECUTIVE SESSION FOR DISCUSSION OF A PERSONNEL MATTER UNDER C.R.S. SECTION 24-6-402(2)(F) AND NOT INVOLVING: ANY SPECIFIC EMPLOYEES WHO HAVE REQUESTED DISCUSSION OF THE MATTER IN OPEN SESSION; ANY MEMBER OF THIS BODY OR ANY ELECTED OFFICIAL; THE APPOINTMENT OF ANY PERSON TO FILL AN OFFICE OF THIS BODY OR OF AN ELECTED OFFICIAL; OR PERSONNEL POLICIES THAT DO NOT REQUIRE THE DISCUSSION OF MATTERS PERSONAL TO PARTICULAR EMPLOYEES.

Councilor Hamilton moved to go into executive session to discuss negotiations; seconded by Councilor Pruett.
Roll Call: Yes- Councilors Clifton, Elliott, Green, Hamilton, Pruett, Wood, and Mayor Randy Winkler

Upon return to Special Meeting following conclusion of the executive session, meeting adjourned at 4:15 p.m.

Randy Winkler
Mayor



Office of the City Manager

MEMORANDUM

To: Honorable Mayor and City Council

From: Matt Sturgeon

Date: December 5, 2016

Subject: Extension of Animal Shelter and Impoundment Services Agreement

The City has contracted with the Garfield County Animal Welfare Foundation, Inc., (dba Friends of the Animal Shelter) for the subject services since 2012. The last year (2011) the City operated the shelter and provided impoundment services internally, total expenditures were approximately \$88,000. The City's costs have been reduced to \$71,781—the contract amount for 2017—since contracting with Friends.

Staff recommends continuing to contract with Friends in 2017 and has placed the extension on Council's Consent Agenda.

During FY2017, staff may bring an amendment or new contract back to Council that incorporates certain activities (dog park, public trails, etc.) that may occur on the property recently acquired by FRAS.



Friends of Rifle Animal Shelter
c/o Barbara Clifton, Esq.
127 E. 5th Street
Rifle, CO 81650

RE: **Extension of Domestic Animal Shelter and Impoundment Services Agreement with the City of Rifle, Colorado**

Dear Barb,

The GARFIELD COUNTY ANIMAL WELFARE FOUNDATION, INC., a Colorado not-for-profit corporation d/b/a FRIENDS OF RIFLE ANIMAL SHELTER (“FRAS”), and the CITY OF RIFLE, COLORADO, a municipal corporation (“City”) entered into a certain DOMESTIC ANIMAL SHELTER AND IMPOUNDMENT SERVICES AGREEMENT effective January 1, 2012 (the “Agreement”) and renewed said Agreement 2013 - 2016. FRAS and the City desire that FRAS continue to operate the Rifle Animal Shelter for an additional year through 2017 under the same terms and conditions contained in the Agreement, except as specifically modified herein.

Section 2 of the Agreement shall be amended with a one year extension of the Term to include from 12:00 a.m. on January 1, 2016, to 11:59 p.m. on December 31, 2016. All other provisions of Section 2 shall remain in full force and effect.

Section 3 of the Agreement shall be amended so that the total contract price to be paid by the City for FRAS’s operations as described in Section 6 shall be \$71,781.00 to be paid by the City in four equal installments of \$17,945.25 on a quarterly basis commencing January 1, 2017.

Except as specifically modified by this Letter Agreement, FRAS and the City hereby ratify and affirm the Agreement.

Please have an authorized officer of FRAS execute the Agreement acknowledging and agreeing to the extension of the Agreement through 2017, as amended herein, and return the Agreement to my office for City endorsement.

CITY OF RIFLE, COLORADO

By: _____
Matt Sturgeon, City Manager



ATTEST:

City Clerk

GARFIELD COUNTY ANIMAL WELFARE
FOUNDATION, INC., a Colorado not-for-profit
Corporation d/b/a FRIENDS OF RIFLE ANIMAL
SHELTER

Name: _____

Title: _____

LAW OFFICES
OF
GEORGE A. BARTON, P.C.
7227 Metcalf Ave., Suite 301
Overland Park, KS 66204
Facsimile: (816) 300-6259

George A. Barton
DIRECT DIAL: (816) 300-6250
Email: gab@georgebartonlaw.com

November 17, 2016

VIA EMAIL

City of Rifle, Colorado
202 Railroad Avenue
P.O. Box 1980
Rifle, CO 81650

Re: Contingent Fee Letter Agreement for Legal Services regarding the City of Rifle's royalty underpayment claims against Antero Resources Piceance Corporation and URSA Operating Company

Dear City of Rifle:

This letter agreement ("Agreement") sets forth the terms and conditions upon which the Law Offices of George A. Barton, P.C. ("Attorneys") will represent the City of Rifle, Colorado ("Client") in connection with Client's claims for royalty underpayments against Antero Resources Piceance Corporation ("Antero") and URSA Operating Company ("URSA").

Attorneys agree to represent Client in the prosecution of Client's royalty underpayment claims against Antero and URSA under the January 1, 2006 lease agreement between Client and Antero, and under the January 1, 2007 lease agreement between Client and Antero. Attorneys agree to represent Client in the prosecution of Client's royalty underpayment claims against Antero and URSA, which claims may be pursued through the filing of a lawsuit against Antero and URSA in the District Court for Garfield County, Colorado.

Attorneys and Client agree that Attorneys will represent Client on a contingency fee basis, and that Attorneys' legal fees will be 33.33 percent of the gross recovery obtained for Client, whether by judgment or by settlement. The term "gross recovery" is defined as the gross recovery obtained for Client by way of judgment or settlement.

Attorneys will be responsible for advancing any litigation expenses that are incurred in connection with the prosecution of the litigation against Antero and URSA on behalf of Client, including filing fees, service fees, photocopying expenses, telephone expenses, telephone expenses, deposition expenses, fees and expenses of expert witnesses, mailing expenses, traveling expenses, investigator expenses, or any other expense incurred by Attorneys in the prosecution of Client's claims. In the event that there is a recovery obtained against Antero and/or URSA on behalf of Client, unreimbursed out-of-pocket expenses will be reimbursed to Attorneys from the

gross recovery obtained for Client.

If there is no recovery obtained for Client on Client's royalty underpayment claims against Antero or URSA, then Client will not be responsible for paying any legal fees to Attorneys or for making any litigation expense reimbursements to Attorneys.

Attached to this contingent fee letter agreement is a Disclosure Statement which attorneys are required to issue to clients in connection with contingent fee agreements for cases to be filed in Colorado. This Disclosure Statement is incorporated by reference as if fully set forth herein.

This Agreement shall inure to, be for the benefit of, and is binding upon the successors and assigns of the parties hereto.

Please acknowledge Client's agreement to and acceptance of the terms of this Agreement by signing in the space provided below, and returning this Agreement to George Barton via email at gab@georgebartonlaw.com, or by U.S. Mail to George Barton at 7227 Metcalf Ave., Suite 301, Overland Park, KS 66204.

If you have any questions, please call George Barton at 816-300-6250.

Yours very truly,

LAW OFFICES OF GEORGE A. BARTON, P.C.



By: George A. Barton

City of Rifle, Colorado

By: _____

DISCLOSURE STATEMENT

Type of Attorney Fee Agreements:

I have been informed and understand that there are several types of attorney fee arrangements: (1) time based, (2) fixed, (3) contingent, or (4) combinations of these types of fee arrangements. "Time based" means a fee that is determined by the amount of time involved such as so much per hour, day or week. "Fixed" means a fee that is based on an agreed amount regardless of the time or effort involved or the result obtained. "Contingent" means a certain agreed percentage or amount that is payable only upon attaining a recovery regardless of the time or effort involved. I understand that not all attorneys offer all of these different types of fee arrangements, and I acknowledge that I have the right to contact other attorneys to determine if they may provide such other fee arrangements for my case or matter. After such consideration or consultation, I have elected the fee arrangement set forth in the accompanying contingent fee agreement.

Specially Awarded Attorney Fees:

I have been informed and understand that the court or an arbitrator may sometimes award attorney fees in addition to amount of recovery being claimed. I understand that the fee agreement I enter into with my attorney should contain a provision as to how any specially awarded attorney fees will be accounted for and handled.

Expenses:

I have been informed and understand that there may be expenses (aside from any attorney fee) in pursuing my claim. Examples of such expenses are: fees payable to the court, the cost of serving process, fees charged by expert witnesses, fees of investigators, fees of court reporters to take and prepare transcripts of depositions, and expenses involved in preparing exhibits. I understand that an attorney is required to provide me with an estimate of such expenses before I enter into an attorney fee agreement and that my attorney fee agreement should include a provision as to how and when such expenses will be paid. I understand that the fee agreement should tell me whether a fee payable from the proceeds of the amount collected on my behalf will be based on the "net" or "gross" recovery. "Net recovery" means the amount remaining after expenses and deductions. "Gross recovery" means the total amount of the recovery before any deductions. The estimated amount of the expenses to handle my case will be set forth in the contingent fee agreement.

The Potential of Costs and Attorney's Fees Being Awarded to the Opposing Party:

I have been informed and understand that a court or arbitrator sometimes awards costs and attorney fees to the opposing party. I have been informed and understand that should that happen in my case, I will be responsible to pay such award. I understand that the fee agreement I enter into with my attorney should provide whether an award against me will be paid out of the proceeds of any amount collected on my behalf. I also understand that the agreement should provide whether the fee I am obligated to pay my attorney will be based on the amount of recovery before or after payment of the awarded costs and attorney fees to an opposing party.

Associated Counsel:

I have been informed and understand that my attorney may sometimes hire another attorney to assist in the handling of a case. That other attorney is called an “associated counsel.” I understand that the attorney fee agreement should tell me how the fees of associated counsel will be handled.

Subrogation:

I have been informed and understand that other persons or entities may have a subrogation right in what I recover in pursuing my claim. “Subrogation” means the right to be paid back. I understand that the subrogation right may arise in various ways such as when an insurer or a federal or state agency pays money to or on behalf of a claiming party like me in situations such as medicare, medicaid, worker's compensation, medical/health insurance, no-fault insurance, uninsured/underinsured motorist insurance, and property insurance situations. I understand that sometimes a hospital, physician or an attorney will assert a “lien” (a priority right) on a claim such as the one I am pursuing. Subrogation rights and liens need to be considered and provided for in the fee agreement I reach with my attorney. The fee agreement should tell me whether the subrogation right or lien is being paid by my attorney out of the proceeds of the recovery made on my behalf and whether the fee I am obligated to pay my attorney will be based on the amount of recovery before or after payment of the subrogation right or lien.

GRANT OF TRAIL EASEMENT

This Grant of Trail Easement ("Grant") is made this _____ day of _____ 2016, by and between **RIFLE DILL LLC**, a Delaware limited liability company (successor in interest to Chester Realty Corp., a Delaware corporation), whose address is c/o Lawrence Kadish Real Estate, 135 Jericho Turnpike, Westbury, New York 11568 ("Grantor"), and **DILLON COMPANIES, INC.**, a Kansas corporation ("Dillon") and the **CITY OF RIFLE**, a Colorado municipal corporation ("City"), whose address is 202 Railroad Avenue, Rifle, Colorado 81650.

WHEREAS, Grantor, for and in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants to City, its successors and assigns, a perpetual non-exclusive easement (the "Easement") to construct, install, reconstruct, operate, use, maintain, repair, replace and/or remove a fifteen-foot (15') pedestrian/bicycle trail, on, over and across the property (the "Easement Area") described on the **Exhibit "A"**, attached hereto and incorporated herein by this reference. The Easement will be located at the discretion of the City within the Easement Area. Dillon, as a Tenant of Grantor, has a possessory right to use the Easement Area and consents to and joins in the grant in that capacity subject to the terms and conditions contained in this Grant. The Easement is subject to the following terms, conditions and agreements of Grantor, Dillon and City:

1. For any construction related to repair or replacement associated with the Easement, City shall restore Grantor's Property to substantially the same condition and will promptly repair any damage to Grantor's Property resulting from City's operation, maintenance, repair, reconstruction, replacement, inspection or maintenance of the Easement whenever same may occur. All construction shall be done in a fashion that does not materially pact ingress and egress to or parking for Dillon's store improvements and retail operations.
2. City, at its sole cost and expense, shall solely be obligated to operate, maintain, repair and replace the Easement and any improvements located within the Easement and shall otherwise be responsible for any and all liabilities and obligations arising out of City's construction, operation and maintenance of the Easement and any improvements within the Easement. The Trail Easement established herein is governed by the Colorado Recreational Use Statute, C.R.S. §33-41-101, et seq., which limits liability for property owners and tenants granting easements for public use. To the extent permitted by law and to the extent that the insurance coverage and statutory protection described herein are insufficient to respond to a claim or suit for damages, City agrees to indemnify, defend, and hold harmless Grantor and its officers, officials, agents, and employees against loss or expense by reason of any claim or suit for damages because of personal bodily injury or property damage arising from use of the Easement, except that City shall not be liable if a claim or suit arises from the negligence and willful acts of Grantor, Dillon, or their respective officers, agents, employees, successors or assigns. Nothing in this Grant of Easement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as may be amended.

3. Grantor or Dillon shall have the right at any time to use any portion of the Easement for snow storage in connection with its customary removal of snow from Grantor's property directly adjoining the Easement. City, at its sole cost and expense, shall be solely obligated to remove snow from any improvements within the Easement.
4. No motor vehicle traffic will be permitted on the Easement, except for authorized emergency and maintenance vehicles. City will construct a motor vehicle barrier along the westerly boundary of the Trail Easement to prevent accidental entry onto the Easement.
5. Each and every one of the benefits and burdens of this Grant shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, successor in interest, and assigns of Grantor, Dillon, and City.
6. This Grant shall be governed and construed in accordance with the laws of Colorado.
7. This Grant may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned Parties have set its hands hereto on the day and year above first written.

GRANTOR:
RIFLE DILL LLC, a Delaware limited liability company

By: _____
Lawrence Kadish, Managers

STATE OF NEW YORK
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Lawrence Kadish, Manager of Rifle Dill LLC.

Witness my hand and official seal:

[Seal]

Notary Public
My commission expires: _____

DILLON COMPANIES, INC., a Kansas corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by _____ as _____ of Dillon Companies, Inc.

Witness my hand and official seal:

[Seal]

Notary Public
My commission expires: _____

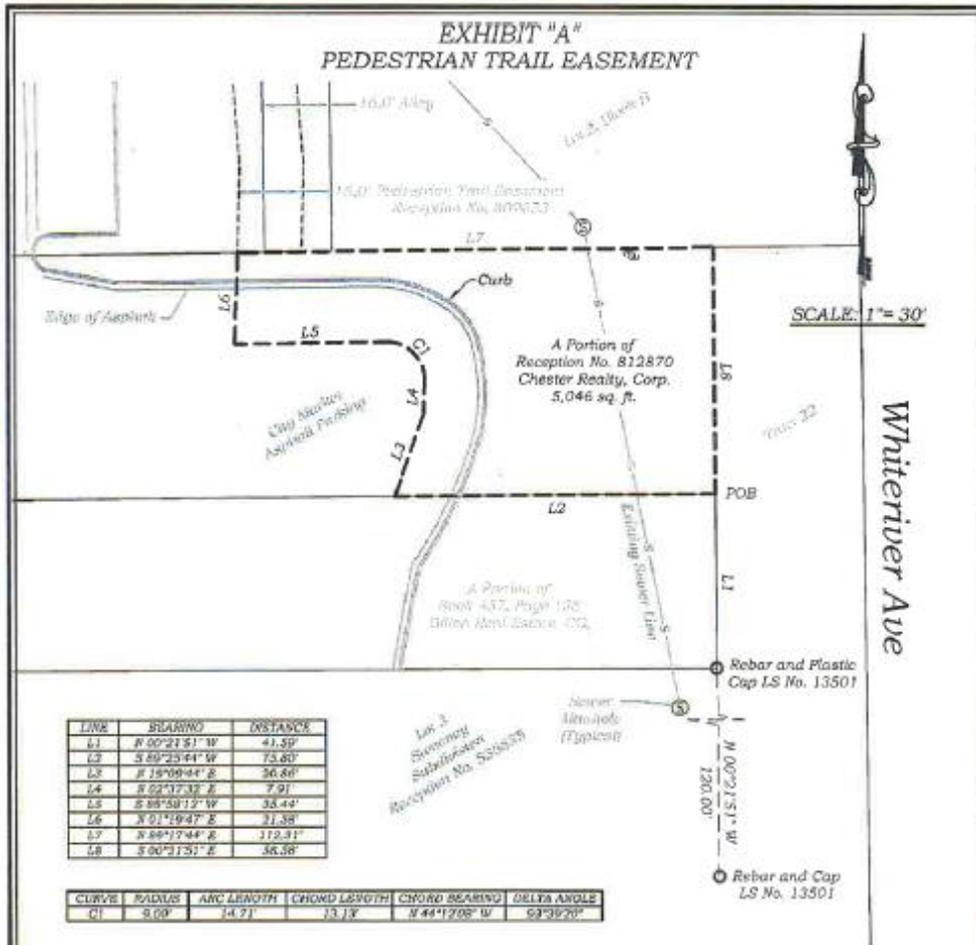
CITY OF RIFLE, a Colorado municipal
corporation

By: _____
Randy Winkler, Mayor

ATTEST:

City Clerk

EXHIBIT "A"
PEDESTRIAN TRAIL EASEMENT



PEDESTRIAN TRAIL EASEMENT DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 812870 OF THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE FOR THE PURPOSE OF A PEDESTRIAN TRAIL EASEMENT SITUATE IN THE NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N00°21'51"W BETWEEN THE SOUTHEAST BOUNDARY CORNER OF LOT 3, SWEENEY SUBDIVISION RECORDED AT THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE AS RECEPTION NO. 536835, A REBAR AND CAP LS NO. 13501 IN PLACE, AND THE NORTHEAST CORNER OF SAID LOT 3, A REBAR AND CAP LS NO. 13501 IN PLACE. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N00°21'51"W 41.57 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 812870, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE S89°25'44"W 75.80 FEET; THENCE DEPARTING SAID SOUTH LINE N19°09'44"E 20.86 FEET; THENCE N02°37'32"E 7.91 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 9.00 FEET, AN ARC LENGTH OF 14.71 FEET (CHORD BEARS N44°12'08"W 13.13 FEET); THENCE S88°58'12"W 35.44 FEET; THENCE N01°19'47"E 21.58 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 812870; THENCE ALONG SAID NORTH LINE N89°17'44"E 112.31 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 812870; THENCE ALONG SAID EAST LINE S00°31'32"E 58.58 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 5,046 SQUARE FEET, MORE OR LESS.

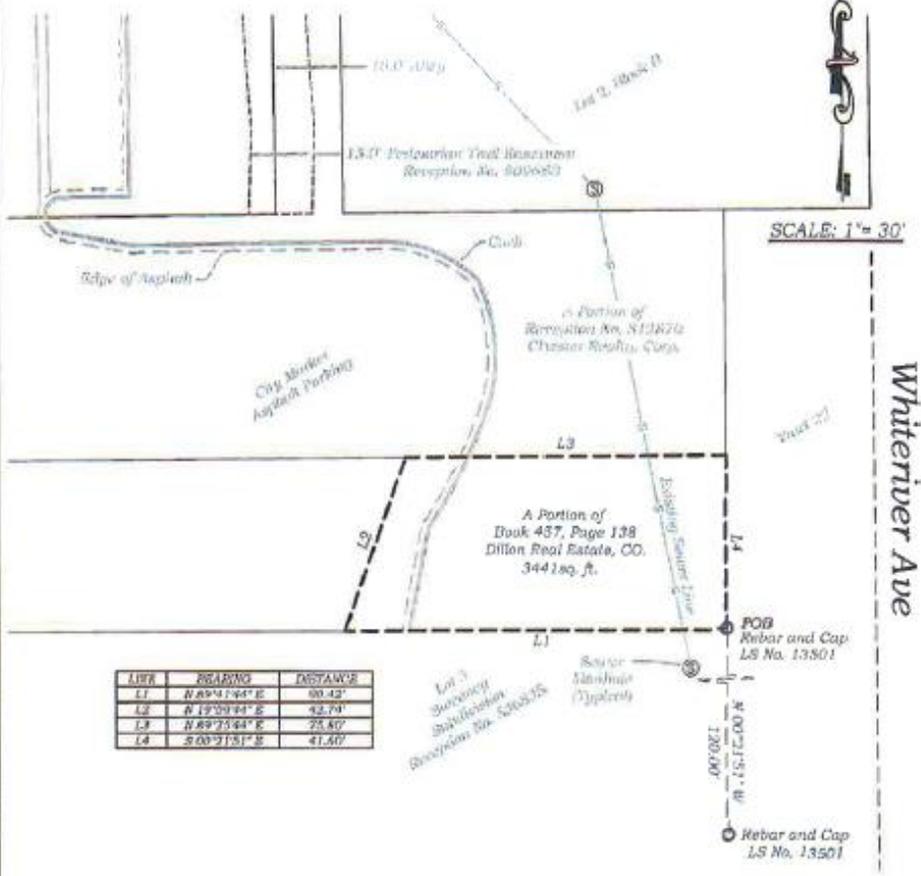
136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773



DATE: SEPTEMBER 19, 2016

JOB NO: 05001-01

EXHIBIT "A"
PEDESTRIAN TRAIL EASEMENT



LINE	BEARING	DISTANCE
L1	N 89°41'44" E	90.42'
L2	N 19°09'44" E	43.74'
L3	N 89°25'44" E	75.80'
L4	S 00°21'51" E	41.60'

PEDESTRIAN TRAIL EASEMENT DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 457 AT PAGE 138 OF THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE FOR THE PURPOSE OF A PEDESTRIAN TRAIL EASEMENT SITUATE IN THE NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N00°21'51"W BETWEEN THE SOUTHEAST BOUNDARY CORNER OF LOT 3, SWEENEY SUBDIVISION RECORDED AT THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE AS RECEPTION NO. 536835, A REBAR AND CAP LS NO. 13501 IN PLACE, AND THE NORTHEAST CORNER OF SAID LOT 3, A REBAR AND CAP LS NO. 13501 IN PLACE. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE ALONG THE SOUTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN SAID BOOK 457 AT PAGE 138, S89°41'44"W 90.42 FEET; THENCE DEPARTING SAID SOUTH LINE N19°09'44"E 43.74 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN SAID BOOK 457 AT PAGE 138; THENCE ALONG SAID NORTH LINE N89°25'44"E 75.80 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED IN SAID BOOK 457 AT PAGE 138; THENCE ALONG SAID EAST LINE S00°21'51"E 41.60 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 3,441 SQUARE FEET, MORE OR LESS.



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

BOOKCLIFF
Survey Services, Inc.

DATE: SEPTEMBER 19, 2016
JOB NO: 05001-01

GRANT OF UTILITY EASEMENT

This Grant of Trail Easement ("Grant") is made this _____ day of _____ 2016, by and between **RIFLE DILL LLC**, a Delaware limited liability company (successor in interest to Chester Realty Corp., a Delaware corporation), whose address is c/o Lawrence Kadish Real Estate, 135 Jericho Turnpike, Westbury, New York 11568 ("Grantor"), and **DILLON COMPANIES, INC.**, a Kansas corporation ("Dillon") and the **CITY OF RIFLE**, a Colorado municipal corporation ("City"), whose address is 202 Railroad Avenue, Rifle, Colorado 81650.

WHEREAS, Grantor, for and in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants to City, its successors and assigns, a perpetual non-exclusive easement to construct, install, reconstruct, operate, use, maintain, repair, replace and/or remove underground utilities across the property designated Utility Easement (the "Easement") described on **Exhibit "A"**. Dillon, as a Tenant of Grantor, has a possessory right to use the Easement Area and consents to and joins in the grant in that capacity subject to the terms and conditions contained in this Grant. The Easement is subject to the following terms, conditions and agreements of Grantor, Dillon and City:

1. For any construction related to repair or replacement associated with the Easement, City shall restore Grantor's Property to substantially the same condition and will promptly repair any damage to Grantor's Property resulting from City's operation, maintenance, repair, reconstruction, replacement, inspection or maintenance of the Easement whenever same may occur. All construction shall be done in a fashion that does not materially impact ingress and egress to or parking for Dillon's store improvements and retail operations.
2. City, at its sole cost and expense, shall solely be obligated to operate, maintain, repair and replace the Easement and any improvements located within the Easement and shall otherwise be responsible for any and all liabilities and obligations arising out of City's construction, operation and maintenance of the Easement and any improvements within the Easement. To the extent permitted by law and to the extent that the insurance coverage and statutory protection described herein are insufficient to respond to a claim or suit for damages, City agrees to indemnify, defend, and hold harmless Grantor and its officers, officials, agents, and employees against loss or expense by reason of any claim or suit for damages because of personal bodily injury or property damage arising from use of the Easement, except that City shall not be liable if a claim or suit arises from the negligence and willful acts of Grantor, its officers, agents, employees, successors or assigns. Nothing in this Grant of Easement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10- 101, et seq., as may be amended.
3. Grantor or Dillon shall have the right at any time to use any portion of the Easement for snow storage in connection with its customary removal of snow from Grantor's property directly adjoining the Easement. City, at its sole cost and expense, shall be solely obligated to remove snow from any improvements within the Easement.

4. No motor vehicle traffic will be permitted on the Easement, except for authorized emergency and maintenance vehicles.
5. Each and every one of the benefits and burdens of this Grant shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, successor in interest, and assigns of Grantor, Dillon, and City.
6. This Grant shall be governed and construed in accordance with the laws of Colorado.
7. This Grant may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned Parties have set its hands hereto on the day and year above first written.

GRANTOR:
RIFLE DILL LLC, a Delaware limited liability
company

By: _____
Lawrence Kadish, Managers

STATE OF NEW YORK
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by Lawrence Kadish, Manager of Rifle Dill LLC.

Witness my hand and official seal:

[Seal]

Notary Public
My commission expires: _____

DILLON COMPANIES, INC., a Kansas corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by _____ as _____ of Dillon Companies, Inc.

Witness my hand and official seal:

[Seal]

Notary Public
My commission expires: _____

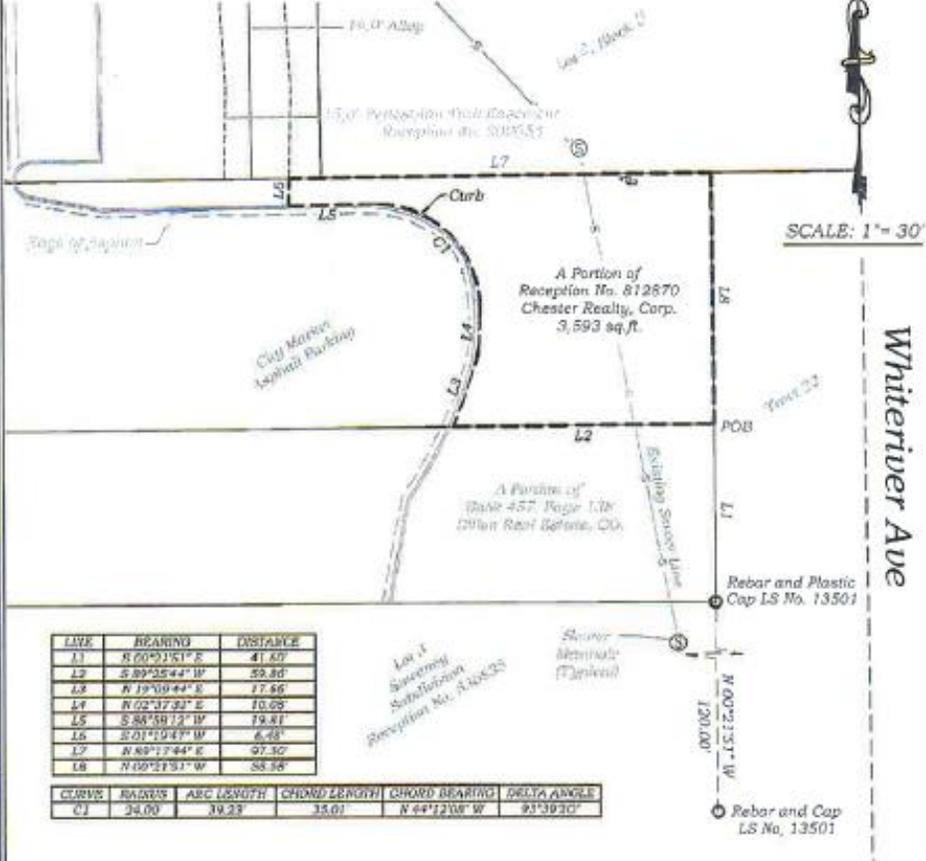
CITY OF RIFLE, a Colorado municipal
corporation

By: _____
Randy Winkler, Mayor

ATTEST:

City Clerk

**EXHIBIT "A"
UTILITY EASEMENT**



LINE	BEARING	DISTANCE
L1	S 00°21'51" E	41.60
L2	S 89°55'44" W	59.86
L3	N 19°09'44" E	17.66
L4	N 02°37'32" E	10.08
L5	S 88°58'12" W	19.81
L6	S 01°19'47" W	6.48
L7	N 89°17'44" E	97.30
L8	N 00°21'51" W	58.58

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	24.00	39.23	35.01	N 44°12'08" W	93°39'20"

UTILITY EASEMENT DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 812870 OF THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE FOR THE PURPOSE OF A UTILITY EASEMENT SITUATE IN THE NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N00°21'51" W BETWEEN THE SOUTHEAST BOUNDARY CORNER OF LOT 3, SWEENEY SUBDIVISION RECORDED AT THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE AS RECEPTION NO. 536835, A REBAR AND CAP LS NO. 13501 IN PLACE, AND THE NORTHEAST CORNER OF SAID LOT 3, A REBAR AND CAP LS NO. 13501 IN PLACE. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

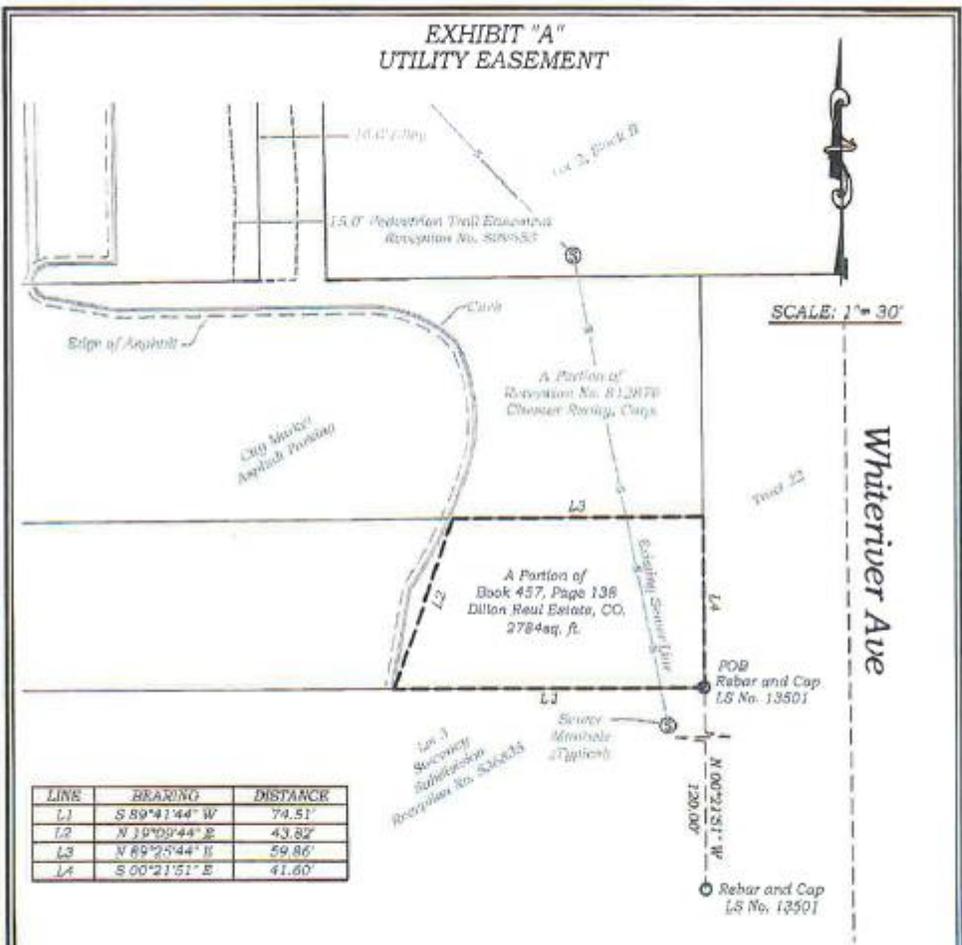
COMMENCING AT SAID NORTHEAST CORNER OF SAID LOT 3, A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE N00°21'51" W 41.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 812870 S89°55'44" W 59.86 FEET; THENCE DEPARTING SAID SOUTH LINE N19°09'44" E 17.66 FEET, THENCE N02°37'32" E 10.08 FEET, THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 39.23 FEET (CHORD BEARS N44°12'08" W 35.01 FEET); THENCE S88°58'12" W 19.81 FEET, THENCE N01°19'47" E 6.48 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 812870; THENCE ALONG SAID NORTH LINE N89°17'44" E 97.30 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 812870; THENCE ALONG SAID EAST LINE S00°21'51" E 58.58 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 3,593 SQUARE FEET, MORE OR LESS.

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



DATE: SEPTEMBER 19, 2016
JOB NO: 05001-01

**EXHIBIT "A"
UTILITY EASEMENT**



UTILITY EASEMENT DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN BOOK 457 AT PAGE 138 OF THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE FOR THE PURPOSE OF A UTILITY EASEMENT SITUATE IN THE NW 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N00°21'51" W BETWEEN THE SOUTHEAST BOUNDARY CORNER OF LOT 3, SWEENEY SUBDIVISION RECORDED AT THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE AS RECEPTION NO. 536835, A REBAR AND CAP LS NO. 13501 IN PLACE, AND THE NORTHEAST CORNER OF SAID LOT 3, A REBAR AND CAP LS NO. 13501 IN PLACE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, A REBAR AND CAP LS NO. 13501 IN PLACE; THENCE ALONG THE SOUTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN SAID BOOK 457 AT PAGE 138, S89°41'44" W 74.51 FEET; THENCE DEPARTING SAID SOUTH LINE N19°09'44" E 43.82 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND; THENCE ALONG SAID NORTH LINE N89°25'44" E 59.86 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL OF LAND; THENCE ALONG SAID EAST LINE S00°21'51" E 41.60 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 2784 SQUARE FEET, MORE OR LESS.



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

BOOKCLIFF
Survey Services, Inc.

DATE: SEPTEMBER 19, 2016
JOB NO: 05001-01

QUITCLAIM DEED
(Convenience Deed Only, No Documentary Fee Required)

Grantor(s), **CITY OF RIFLE, a Colorado municipal corporation**
whose address is **City Hall, 202 Railroad Avenue, Rifle, Colorado**
81650 County of **Garfield** and State of **Colorado,**

for the consideration of **Ten Dollars (\$10.00) and other good and valuable consideration,** in hand paid,
hereby sell(s) and quitclaim(s) to **DILLON REAL ESTATE CO., INC., a Kansas corporation** whose
address is **65 Tejon Street, City and County of Denver, State of Colorado,** the following real property, in
the County of **Garfield** and State of Colorado, to wit:

The North 21 feet of Lots 5 and 6, Block D
North Rifle Addition to the Town of Rifle

with all its appurtenances.

The property has not been used for park or governmental purposes.

Signed this _____ day of _____, 2016.

CITY OF RIFLE, a Colorado municipal corporation

By: _____
Its: Randy Winkler
Mayor

STATE OF COLORADO

County of Garfield

The foregoing instrument was acknowledged before me this ____ day of December, 2016, by Randy Winkler
as Mayor of the City of Rifle, a Colorado municipal corporation.

Witness my hand and official seal.
My commission expires:

Notary Public

DILLON REAL ESTATE CO., INC., a Kansas corporation,

whose address is 2700 East Fourth Street, P. O. Box 1266,
Hutchinson,

County of Reno, State of

Kansas, for the consideration of TEN
DOLLARS AND OTHER VALUABLE CONSIDERATION

in hand paid, hereby sell(s) and convey(s) to

City of Rifle

whose legal address is

County of

Garfield, and State of Colorado the following real property in the

County of Garfield, and State of Colorado, to wit:

The North 21 feet of Lots 5 and 6, Block D,
North Rifle Addition to the Town (Now City)
of Rifle.

also known as street and number

with all its appurtenances, and warrant(s) the title to the same, subject to patent reservations
as shown in Book 73, at Page 230, records of the Clerk and Recorder of Garfield
County, Colorado, easements and rights-of-way for the Grand Tunnel Ditch and
irrigation ditches and easments, covenants, conditions, and restrictions of
record, and current taxes.

Signed this 16th day of August, 1979.

DILLON REAL ESTATE CO., INC.
Kansas corporation

BY: Richard W. Dillon
Richard W. Dillon, Vice President

STATE OF KANSAS
County of RENO } ss.

The foregoing instrument was acknowledged before me this 16th
day of August, 1979, by RICHARD W. DILLON, Vice President of
DILLON REAL ESTATE CO., INC., a Kansas corporation.

Witness my hand and official seal.



Norma Myers
Notary Public

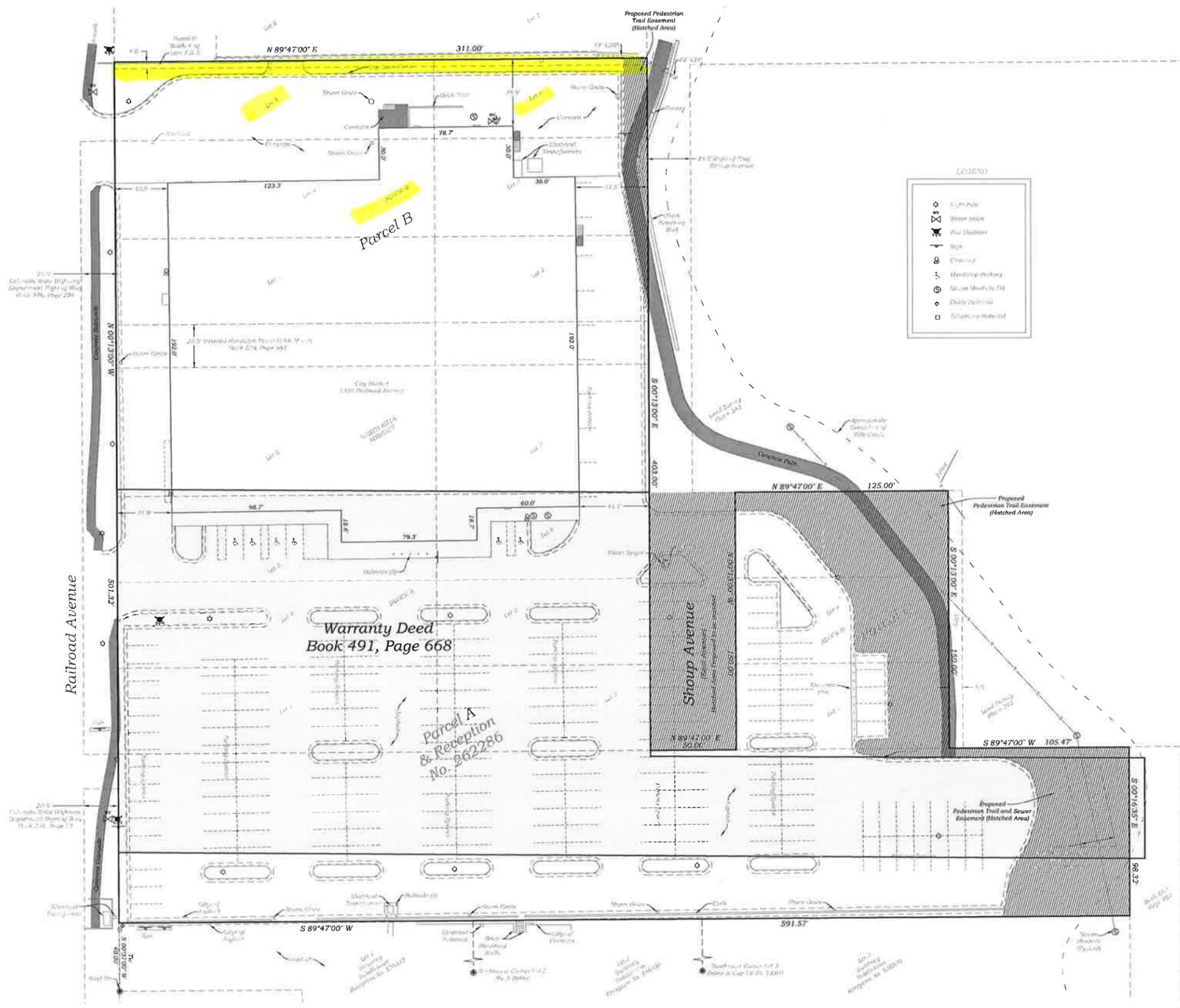
SEP 18 1980
STATE DOCUMENTARY FEE
Ep



766093

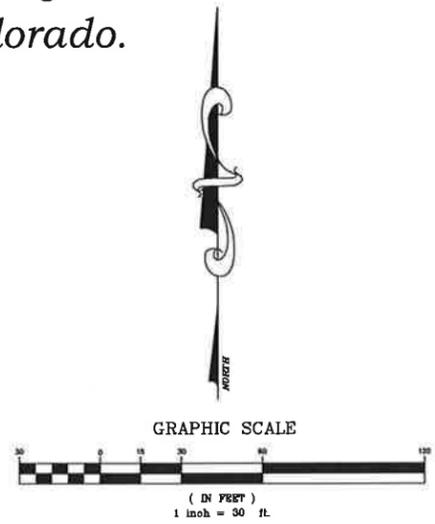
EXHIBIT

A Parcel of Land Situate in the SE1/4NW1/4 of Section 9, Township 6 South, Range 93 West of the 6th Principal Meridian, City of Rifle, County of Garfield, State of Colorado.



LEGEND

- Light Pole
- ⊗ Street Light
- ⊗ Air Duct
- ⊗ Sign
- ⊗ Curb
- ⊗ Handrail
- ⊗ Water Meter to Tie
- ⊗ Other Utility
- ⊗ Utility Pole



REVISION	DESCRIPTION

BOOKCLIFF
Survey Services, Inc.

1000 1/2 Main Street
Rifle, Colorado 81650
Ph: 970.625.1300
Fax: 970.625.2771

EXHIBIT

CITY MARKET
MONTGOMERY, LITTLE AND SORAN, PC
5445 DTC PARKWAY, SUITE 800
GREENWOOD VILLAGE, CO 80111

FILE: EXHIBIT
DFT: SCOTT B.
CK: M.L.
DATE: 9/29/10
PROJECT NO.
10109-01
SHEET 1
OF 1

James S. Neu
jsn@mountainlawfirm.com

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James S. Neu
Karl J. Hanlon
Michael J. Sawyer
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Patrick L. Barker
Jon T. Hoistad
Delphine F. Janey

Of Counsel
Richard I. Zuber**
Anna S. Itenberg
Greg S. Russi
Hollie L. Wieland

** *Fellow of the American
Academy of Matrimonial Lawyers*

Glenwood Springs Office
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P. O. Drawer 2030
Glenwood Springs, CO 81602
*Aspen Office****
323 W. Main Street, Suite 301
Aspen, CO 81611
*Montrose Office ****
1544 Oxbow Drive, Suite 224
Montrose, CO 81402

Telephone: (970) 945-2261
Facsimile: (970) 945-7336
www.mountainlawfirm.com

***All correspondence should be sent to the
Glenwood Springs office

November 30, 2016

Mayor Randy Winkler
Rifle City Council
P. O. Box 1908
Rifle, Colorado 81650

Re: December 7, 2016 City Council Meeting

Dear Mayor Winkler and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the December 7, 2016 Rifle City Council Meeting.

1. Ordinance No. 26, Series of 2016 (Solid Waste Removal and Recyclables Collection Agreement with Mountain Roll-Off, Inc. d/b/a Mountain Waste & Recycling). The City contracted with Mountain Roll-Off, Inc., now d/b/a Mountain Waste & Recycling, in 2011 to provide solid waste removal and recyclables collection services for the City. City surveys of the community rank very high the solid waste removal and recyclable collection services they receive and City staff has been very satisfied with the performance of and its relationship with Mountain Waste. With the 2011 Agreement coming to the end of its term, staff has been negotiating with Mountain Waste for an extension of its services and a renewal agreement. Enclosed in your packet is the proposal from Mountain Waste, a Solid Waste Removal and Recyclables Collection Agreement for an additional five-year term through 2021 with 2 two-year options to extend, and Ordinance No. 26, Series of 2016 that approves the Agreement.

2. City Market Trail and Utility Easements; Quit Claim Deed. The City constructed an extension of the Rifle Creek Trail this summer that continues from behind City Market to 10th Street. The portion that runs through the City Market parking lot was approved by City Market, but the formal easements took some time to finalize. While negotiating the trail easement, public works requested that a utility easement also be acquired behind the curb of the parking lot to account for the sewer main that lies along Rifle Creek with no formal easement, and allowing the City to extend its fiber optic network in that corridor. City Market and the landlord/property owning entity were amenable to this request and enclosed in your packet are two easements for the City to accept.

While working on the easements, the attorney for City Market uncovered a 21-foot strip of land along the north end of the property that was conveyed to the City in 1980 (exhibit and deed

Page 2

enclosed for reference). There is no record of why this conveyance occurred, but public works has no objection to the City conveying it back to the City Market real estate holding entity, Dillon Properties. Enclosed is a quit claim deed for that purpose.

3. Audit of City of Rifle Gas Leases with Antero/Ursa. The City leased its mineral interest of approximately 122 acres under the Garfield County Airport to Antero Resources Piceance Corporation, which has been acquired by Ursa Operating Company, in 2006 and 2007. Those Leases have been producing and paying royalties to the City for several years. The Law Offices of George A. Barton, P.C. represents several mineral interest lessors in the area who leased to Antero and believed that royalties were being underpaid. Subsequent audits indicated that the royalty payments being made under leases were not accurate. Administering numerous gas leases with different royalty provisions is almost always fraught with mistakes that benefit the gas company. Enforcing royalty lease provisions requires expertise and is expensive making it impracticable for one lessor to prosecute, but compiling a group makes it cost-effective and usually fruitful. Mr. Barton filed a class action lawsuit against Antero and Ursa on behalf of these numerous lessees in 2014. The Court recently issued an order stating that differences in lease provisions did not permit the action to proceed as a class – but that individual lessors may pursue their claims individually, which they are doing.

Mr. Barton has approached the City and asked if it would like to engage his services and enclosed is a Contingent Fee Letter Agreement for the City's consideration. Under the Agreement, the City does not need to front any costs in this pursuit; however, any advanced costs will be deducted from any recovery. If there is no recovery then the City does not need to reimburse any costs, so there is no risk to the City with this engagement. The Agreement compensates Mr. Barton 33.33% of any recovery as compensation for the services, which is a standard contingency fee percentage.

As always, please feel free to contact us before the meeting if you have any questions.

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:
Encs.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



MEMORANDUM

TO: Mayor and City Council; City Manager

FROM: Cathleen Anthony, AmeriCorps VISTA

DATE: November 9, 2016

SUBJECT: Visitor Improvement Fund Advisory Board appointment recommendation

Dear Mayor and City Council Members,

The Visitor Improvement Fund (VIF) Advisory Board currently has a vacant alternate seat. The seat has been open since the resignation of a board member in February 2016.

Upon advertising the vacancy, the VIF Advisory Board received expressed interest in joining the board from Kaylee Nash with the Comfort Inn.

After interviewing the applicant, the VIF Advisory Board members recommend to Council the appointment of Kaylee Nash as the newest member of the Visitor Improvement Fund Advisory Board.

Rifle Municipal Code Section 2-12-20 provides that Council shall make appointments to the Visitor Improvement Fund Advisory Board.



November 30, 2016

Kristy Christensen
City of Rifle
City Council

RE: New board member

Dear Kristy,

At the Rifle Housing Authority meeting on November 14, 2016 the Board voted to recommend the approval by the Rifle City Council of Katherine Andreatta for our board vacancy. Her term is through April 2019. Included is Katherine's application. If you have any questions, please give me a call.

Sincerely,

Natalie J Bowman
Executive Director



Katherine W. Andreatta
637 E. 3rd St., Q4
Rifle, CO 81650
Cell: 970-366-8667
Email: sterlingsilver352@gmail.com

Why would you like to be on the Housing Authority Board?

As a tenant of Jackson Heights since 2013, I am intimately familiar with its wonderful benefits as well as its needs. I can offer a resident's view and suggestions that will benefit the Board and the people who call our complex, home.

What talents and experience can you bring to the Board?

- I served 4 years on the Board of Directors for LIFT-UP.
- I have always believed in giving back to my community by being a volunteer:
 - Firefighter for Silt and New Castle, 7 years.
 - Garfield County Fair, innumerable years. It was my suggestion and responsibility to manage the baked goods sale.
 - 4-H leader, 10 years in Ohio.
 - Library Volunteer.
 - 'Paws to Read' program 2 years.
- I have a Bachelors degree in science as well as Associate degrees in Art and Science.
- I am well versed in computer technology; I was in charge of computer labs, Internet, and Intranet, for Mesa State College during my studies there.
- From my experiences as a substitute teacher and working with troubled students, I have acquired skills that have served me well in challenging situations.
- I am well spoken, articulate, creative, and curious. These qualities are blended with a healthy dose of pragmatism.

What is your current involvement in Rifle's Housing Authority, if any?

I am a resident.



Memo

To: City Manager, Honorable Mayor and City Council

From: Tom Whitmore, Parks & Recreation Director

Date: November 23, 2016

Re: Parks and Recreation Athletic Facility Use Policy

ACTION:

Staff requests that City Council consider taking the following actions:

Approval of the Parks and Recreation Athletic Facility Use Policy.

BACKGROUND:

Parks and Recreation staff, along with the Parks and Recreation Advisory Board, has developed an Athletic Field Facility Use Policy. The attached policy was approved by the Parks and Recreation Advisory Board at the November 14, 2016 Board meeting.

The purpose of the policy is to establish allocation priorities for user groups and reservation procedures for City of Rifle Parks and Recreation Athletic Facilities.

Ideas discussed during City of Rifle Strategic Planning this past April were included in development of this policy.

Thank you,

Tom



CITY OF RIFLE

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

WWW.RIFLECO.ORG

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

Rifle Parks and Recreation

Athletic Field/Athletic Facility

Use Policy

1. **Background:**

The City of Rifle Parks and Recreation Department allows use of sports fields and facilities, when available, for public, private, and commercial use.

2. **Purpose:**

To establish allocation priorities and reservation procedures for City of Rifle Parks and Recreation Facilities.

3. **Definitions:**

- 3.1. **IGA:** "Intergovernmental Agreement" refers to the mutual agreement between the City of Rifle and Garfield Re-2 School District for the shared use of facilities in order to benefit the community by reducing duplication costs of the facilities between the two entities. Rifle Parks and Recreation benefits from the use of School District facilities for Community Youth Programs and the School District benefits by having High School Baseball and Softball practices and games hosted by the City of Rifle at City of Rifle Parks and Recreation Facilities.
- 3.2. **City Use:** A youth or adult program or activity, usually recreational in nature, which is operated by the City of Rifle Parks and Recreation Department.
- 3.3. **Outside Use:** A youth or adult program or activity by a user group that is operated by others than Rifle Parks and Recreation Department.

- 3.4. **Youth Recreational Group:** A group (18 and under) that has chosen to engage in a program, league, or activity for enjoyment, introduction into an activity, development in the activity, and education, rather than intense competition to win.
 - 3.5. **Youth Competitive Group:** A group (18 and under) that has chosen to engage in a program, league, or activity, in a more demanding environment where winning and personal development and improvement is more heavily emphasized.
 - 3.6. **Adult Competitive Group:** A group (generally 18+) that has chosen to engage in a program, league, or activity, in a more demanding environment where winning and the experience of intense competition is sought.
 - 3.7. **Outside User:** A group other than youth or adults in Rifle Parks and Recreation programs.
 - 3.8. **PRAB:** Rifle Parks and Recreation Advisory Board. PRAB consists of seven regular members and one alternate member who are recommended by PRAB and appointed by Council. PRAB serves in advisory capacity to Rifle City Council via the Parks and Recreation Director. PRAB members act in the capacity of community liaisons for Parks and Recreation and advise related to policy recommendations, new programs, program and use fees, and capital project planning and prioritization, as well as budget review.
4. **Field Use Priority:** For the purpose of determining the priority of usage for sports fields and complexes and public use facilities, the following categories and priorities have been established:

Priority 1:

City Use—Programs, Leagues, and activities operated by Rifle Parks and Recreation.

This includes Rifle Parks and Recreation youth and adult recreational and competitive programs.

Priority 1 also includes Rifle High school programs as authorized by the IGA with Re-2 School District. The priority for these programs exists during Regular-season and Post-season-qualifying play, for Rifle High School Lady Bears Softball on Taughenbaugh Field and Rifle High School Bears Baseball on Cooper Field and Roan Field. This priority extends to RHS off-season developmental leagues, camps, practices, or games, but RHS off-season baseball and softball activities are secondary to Rifle Parks and Recreation's scheduled programs during the summer.

Priority 2:

Youth Competitive Groups or Leagues (see definitions), or proposed new leagues, which are not part of Rifle Parks and Recreation's programming. An established youth group (league) in good standing with the Parks and Recreational Advisory Board, and whose participants consist of 60% or greater of participants who reside in Rifle, at the sole discretion of the PRAB, may be granted a reduced rental rate for advance reservations of facilities.

Priority 3:

Outside Competitive Adult Groups or Leagues which are not part of Rifle Parks and Recreation's programming.

Priority 4:

Other Sports Organizations not included above.

5. General Reservation Policies:

- 5.1. Reservations for all Sports Complex and Public Use Fields or Facilities will be accepted Monday – Friday 8:00 a.m.-5:00 p.m. Reservations or changes in reservations must be made at least 48 hours in advance of the date needed. For Saturday and Sunday events, reservations must be made by the prior Wednesday by 5:00 p.m.
- 5.2. Renter must be 18 years of age or older to reserve fields.
- 5.3. Rifle Parks and Recreation reserves the right to decline, revise, revoke, or cancel dates at facilities, for non-use, or if the organization conducts activities not described on the facility rental agreement.
- 5.4. Renter agrees that the City is not responsible for any property left by the user or brought to the premises by the user, or by any other persons or entity in connection with the use of facilities. The user agrees that the City shall have no liability for destruction, theft, vandalism, or other loss or damage to any such property.
- 5.5. Rifle Parks and Recreation staff has final say on all matters pertaining to rentals.
- 5.6. Rifle Parks and Recreation, for a good cause, may cancel a facility reservation permit. Fees and deposits will be returned, at the discretion of Parks and Recreation staff, and every effort will be made to relocate and/or reschedule those Renters whose permits have been cancelled.
- 5.7. Pamphlets, handbills or advertising material of any kind may not be posted, placed or distributed at sports fields unless prior permission is given by Rifle Parks and Recreation.

6. Facility Reservation Permit:

- 6.1. Use of fields and lights is by permit only. Participants and spectators are to remain off fields that are not permitted or are in-use. User groups are not allowed to enter any park or sports facility if the gates are not open and/or a designated coach or sponsor is not present.
- 6.2. Only participants approved by Rifle Parks and Recreation are allowed to use lighted sports fields. This use is not transferable to another person or group without the prior approval of Parks and Recreation staff.
- 6.3. When two or more groups have requested the same space and time, all requesting groups will be contacted after staff has reached a decision on the field allocation. Decisions will be based on Facility Use Prioritization Policy as well as fiscal, scheduling and programming impact to the City of Rifle Parks and Recreation.
- 6.4. Once a facility has been allocated, a facility use permit will be issued to the Renter by the City.
- 6.5. Facility permits are valid for the defined reservation period only. Renters must re-apply for additional reservation dates.

7. Care of Facilities:

- 7.1. Field prep, including marking lines, watering, and infield grooming is the responsibility of Rifle Parks and Recreation unless previously authorized by Parks and Recreation staff, renters and/or users may not perform field preps.
- 7.2. Renter agrees that they will pay for any unusual wear, tear, breakage or damage to facility occurring from guests or players represented by the Renter.

- 7.3. Renter may be charged a labor fee for not leaving sports complexes and park areas clean and litter free.

8. Field Configurations:

- 8.1. Field configurations are limited to existing dimensions and base anchors locations. Custom configuration will not be accommodated.
- 8.2. Cooper Field will be used solely for baseball at the designed dimensions. Adjustment of base location or pitching dimensions is prohibited.
- 8.3. Moving of soccer goals is by staff authorization only.

9. Field Preparation:

- 9.1. Field preparation includes dragging and marking of infields for baseball and softball and boundary lines for t-ball, soccer, softball and baseball.
- 9.2. If requesting more than 2 fields for field preparations, or back to back games, game start times for softball and baseball must be staggered by 1/2 hour, or schedule must include a 60 minute break between games.
- 9.3. Field Reservation and preparation requests are required to be submitted no later than 48 hours prior to the rental (see General Reservation Policies) and are on an "as available" basis.
- 9.4. Practices will not be granted special field preparations.
- 9.5. Drop in use of fields is "as is", at your own risk.

- 9.6. All field rentals require a mandatory prep before the first game. Baseball field rentals require an additional mandatory prep before the fourth game. If requesting more than 2 fields for prep, game start times must be staggered by 1/2 hour, or schedule must include a 60 minute break.

10. **User Behavior:**

- 10.1. It is the responsibility of the Renter to ensure rental participants and spectators utilize the facility in a safe, appropriate manner. Rifle Parks and Recreation reserves the right to remove any person or persons considered to be disorderly.
- 10.2. Any persons ejected from a venue must depart the park property and must not trespass on the park property for the remainder of that day.
- 10.3. An ejected player or spectator must report to the Recreation Department Program Supervisor at least 24 hours prior to the next scheduled event, before being re-admitted. Following a second offense, if the player or spectator desires to be reinstated, they will have to coordinate with the program supervisor to attend a PRAB meeting. Re-admittance is solely at the discretion of Rifle Parks and Recreation staff and/or Parks and Recreation Advisory Board.

11. **Alcoholic Beverages and Smoking:**

- 11.1. Alcohol is not allowed in City Parks and Sports Facilities (Rifle Mountain Park excepted)
- 11.2. Smoking is not allowed near fields, dugouts, concessions, and spectator areas. Smoking is only allowed in a parking lot, away from activities, players, and spectators.

12. **Closing Time:**

- 12.1. Sport Facilities and Parks shall be closed at 10:00 p.m., unless otherwise posted, or with ½ hour after the end of a scheduled event, whichever is later.

13. **Concessions/Vending/Admission and other permits/fees:**

- 13.1. The authority to operate all concessions is by permit only, and shall be at the sole discretion of Rifle Parks and Recreation.
- 13.2. No vending shall be allowed, nor monies collected, on City of Rifle property except as allowed by policy, with the prior approval from Rifle Parks and Recreation Director or designee. This includes sales of souvenirs and admissions, except for RHS Softball or Baseball as authorized by the approved IGA.
- 13.3. All approved sales of souvenirs and admissions are subject to City of Rifle sales tax and applicable licensing, and must be reported to the City of Rifle Finance office at 202 Railroad Avenue, Rifle, CO.
- 13.4. Private vending (sale, distribution, or display of tangible items) and solicitation (requesting donations) on City property without authorization, is prohibited by the Rifle Parks and Recreation Vending Policy.

14. **Field Usage Fees:**

- 14.1. Field usage fees shall be assessed according to the Rifle Parks and Recreation Facility Use Fee Schedule.
- 14.2. Sports facilities will be available at the time reserved. Any additional set-up/warm-up times must be booked by the Renter, and will be charged the standard rental fees. Additional time will be rented in one hour increments.

14.3. Requests for sports lighting, where available, will be charged separately on a per hour basis and must be requested in advance, at the time of reservation.

14.4. Renter (Leagues, Clubs, etc.) shall provide an insurance certificate and endorsement for periods of City facility use, naming “the City of Rifle, its officers, agents, and officials” as an additional insured for a minimum of \$1 million liability per occurrence.

15. **Fee Payment:**

15.1. Reservation payments will be accepted via cash, check, and credit card, and must be paid at the time of reservation.

16. **Game Schedule:**

16.1. Renter is responsible for providing updated game schedules and/or participant registration information as requested by the City. Schedule changes will not be made with less than 48 hours notice. Weekend reservations must be requested no later than the prior Wednesday at 5:00 p.m.

17. **Field Closure:**

17.1. Rifle Parks and Recreation reserves the right to close any field due to field conditions. Users failing to honor any field closures are subject to additional charges, to cover the cost of repairs, and/or revocation of permit(s). It is the responsibility of the field user(s) to know the status of any given field to maintain safe and playable field conditions. Fields may not be used and activities must be cancelled when any of the following conditions exists:

17.2. Water standing on the infields, goal mouths, or turf of any field

17.3. Where grass is sparse or field is worn badly and ground is saturated

- 17.4. Turf can be displaced or dislodged from the ground
- 17.5. Mud clings to shoes
- 17.6. Steady rain is falling
- 17.7. Infield areas are muddy
- 17.8. The field is deemed unsafe by Umpires
- 17.9. City of Rifle facilities, sports fields, and parks are subject to temporary closure for maintenance.
- 17.10. Parks and Recreation staff will make final determination on field playability.

18. Cancellations and Refunds:

- 18.1. Field rental fees, staffing fees, field preparation fees and reservation fees for other rental areas such as picnic shelters and Centennial Park Amphitheater, will be refunded according to the following schedule:
- 18.2. Cancellation 30 days or more prior to event: 100% refunded
- 18.3. Cancellation 7-30 days or more prior to event: 50% refunded
- 18.4. Cancellation less than 7 days prior to event: No refund.
- 18.5. It is the responsibility of the Renter to accurately determine the number of fields and hours of usage. Unused fields, or games/practices ending early, will not be refunded.
- 18.6. Rifle Parks and Recreation reserves the right to close fields and/or cancel reservations due to safety or weather issues. Rental fees for field closures due to safety and weather issues will be refunded.

18.7. Cancellation of field reservations by Renters when field preps. or set-ups have already taken place will not be refunded.
(i.e., last minute cancellation of a game, no-show for a practice, or a team does not show for a game because of a scheduling issue)

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 21
SERIES OF 2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017.

WHEREAS, the City Council of the City of Rifle has been reviewing the 2017 budget proposed by the City Manager; and

WHEREAS, the proposed budget has been open for inspection by the public at City Hall; and

WHEREAS, the City Council has held public meetings and hearings for the proposed 2017 budget, all with notices published in advanced.

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

1. The aforementioned recitals are hereby fully incorporated herein and adopted as findings and determinations by the City Council.
2. The following Budget is adopted for the Fiscal Year beginning January 1, 2017 and ending December 31, 2017.

2017 Budget - Summary by Department				
DEPARTMENT	Projected Beginning Balance	Projected Revenue	Budget	Projected Ending Balance
General Fund				
Mayor/Council		-	115,417	
Municipal Court		104,681	221,369	
Administration		75,000	562,593	
Finance		-	573,279	
Attorney			187,000	
Planning/Zoning		79,000	316,089	
Grounds & Facility Maintenance		17,000	682,996	
Community Access TV		-	185,929	
Police		30,586	2,703,221	
Building Inspection		33,000	120,246	
Public Works		331,500	1,918,435	
Senior Center		108,000	361,300	
Non-Departmental		102,540	501,624	
Transfers In/Out		-	1,005,000	
GENERAL REVENUES				
Property Tax		563,727		
Delinquent & Interest		1,800		
Specific Ownership		32,640		
Sales Tax		3,774,000		
Use Tax		50,000		
Motor Vehicle Use Tax		265,200		
Franchise Fees		320,000		
Penalties & Interest		1,000		
Cigarette Tax		30,000		
Federal Mineral Lease		300,000		
Severance Tax		100,000		
County Sales Tax		178,500		
Cost Allocation		535,880		
Mineral Royalty Income		35,000		
General Fund Total	5,902,839	7,069,054	9,454,498	3,517,395

Street Improvement Fund				
Capital		3,358,615	7,812,143	
Street Improvement Fund Total	8,014,270	3,358,615	7,812,143	3,560,742
Conservation Trust				
Lottery		100,000		
Transfers			170,000	
Conservation Trust Fund Total	102,311	100,000	170,000	32,311
Economic Development				
Operations				
Transfers				
Conservation Trust Fund Total	550,494			550,494
Visitor Improvement Fund				
Operations		155,500	182,646	
Transfers		3,670		
Visitor Improvement Fund Total	226,591	159,170	182,646	203,115
Downtown Development Auth				
Operations		50,411	74,681	
Transfers		7,000	1,670	
Downtown Development Fund Total	80,111	57,411	76,351	61,171
Capital				
Operations			1,300,000	
Transfers		1,000,000		
Capital Fund Total	3,947,856	1,000,000	1,300,000	3,647,856
Tourism & Industry				
Operations		354,963	387,454	
Transfers		10,000	2,000	
Tourism & Industry Fund Total	400,312	364,963	389,454	375,821
Urban Renewal				
Operations		81,000	75,000	
Urban Renewal Fund Total	171,987	81,000	75,000	177,987

Parks & Recreation				
Recreation		2,232,889	482,375	
Pool		104,500	330,055	
Community Events		34,300	2,500	
Parks Maintenance		54,500	1,310,540	
Parks Capital		-	777,328	
Non-Departmental		-	31,463	
Transfer		200,600		
Parks & Recreation Fund Total	1,201,688	2,626,789	2,934,260	894,217
Water				
Operations		3,039,000	2,167,106	
Water Rights		3,000	95,000	
Capital		1,140,370	3,372,129	
Debt Service		2,031,918	1,780,752	
Water Fund Total	3,336,095	6,214,288	7,414,987	2,135,396
Wastewater				
Operations		2,893,500	3,020,090	
Wastewater Fund Total	235,490	2,893,500	3,020,090	108,900
Sanitation				
Operations		546,950	569,782	
Transfers			2,000	
Sanitation Fund Total	845,020	546,950	571,782	820,188
Perpetual Care				
Operations				
Perpetual Care Fund Total	224,028	0	0	224,028
Fleet				
Operations		356,933	331,933	
Capital			76,000	
Fleet Fund Total	392,151	356,933	407,933	341,151
Information Tech				
Operations		649,682	593,137	
Capital			88,545	
Information Fund Total	36,080	649,682	681,682	4,080
Total	25,667,323	25,478,355	34,490,825	16,654,852

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 7th day of December 2016.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 24
SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO SETTING FORTH
THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017.

WHEREAS, at the direction of the Rifle City Council, the City Manager has prepared and submitted a proposed budget for the fiscal year beginning January 1, 2017 and ending December 31, 2017 to the City Council; and

WHEREAS, upon due and proper notice, published in accordance with state law, said proposed budget was open for inspection by the public at City Hall, a public hearings were held on November 2 and November 16, 2016, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

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

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

2. The unexpended monies, if any, remaining in the various funds from the year 2016, together with revenue of the City of Rifle for the year beginning January 1, 2017 and ending December 31, 2017, is hereby appropriated to the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

3. The amounts set forth in Resolution No. 21, Series of 2016, adopting the annual budget for 2017, are hereby appropriated to the uses stated in that resolution and authority is hereby given to the City Manager to expend the amounts shown for the purposes stated.

Fund	Appropriations & Transfers Out
General	\$ 9,454,498
Street Improvement	7,812,143
Conservation Trust	170,000
Visitor Improvement	182,646
Downtown Development	76,351
Capital	1,300,000
Tourism & Industry	389,454
Urban Renewal	75,000
Parks & Recreation	2,934,260
Water	7,414,987
Wastewater	3,020,090
Sanitation	571,782
Cemetery Perpetual Care	-
Fleet	407,933
Information Tech	681,682
Total	\$ 34,490,825

INTRODUCED at a regular meeting of the Council of the City of Rifle, Colorado held on December 7, 2016, read in full, passed, approved, and ordered published in full in accordance with Section 4.4(g) of the City Charter.

CITY OF RIFLE, COLORADO

By _____
 Mayor

ATTEST:

 City Clerk

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 22
SERIES OF 2016**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO LEVYING
GENERAL PROPERTY TAXES TO HELP DEFRAY THE COST OF
GOVERNMENT FOR THE CITY OF RIFLE FOR THE 2017 BUDGET YEAR

WHEREAS, the 2016 net assessed valuation for the City of Rifle as certified by the Garfield County Assessor is **\$107,151,990**; and

WHEREAS, the 2016 net assessed valuation for the Downtown Development Authority of the City of Rifle as certified by the Garfield County Assessor is **\$12,253,290**; and

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

1. The aforementioned recitals are hereby fully incorporated herein and adopted as findings and determinations by the City Council.
2. That for the purpose of meeting all general operating expenses of the City of Rifle during the 2017 fiscal year there is levied a tax of **5.261** mills upon each dollar of the total valuation for assessment of all taxable property within the City; and
3. That for the purpose of meeting all general operating expenses of the Downtown Development Authority during the 2017 fiscal year there is levied a tax of **3.774** mills upon each dollar of total valuation for assessment of all taxable property within the Downtown Development Authority of the City of Rifle; and
4. That the Mayor is hereby authorized and directed to certify to the County Commissioners of Garfield County, Colorado, the mill levies for the City of Rifle and the Downtown Development Authority of the City of Rifle as herein above determined and set pursuant to C.R.S. 39-5-128(1).

ADOPTED this 7th day of December, 2016.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 23
SERIES OF 2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, AMENDING THE CITY'S BUDGET FOR THE YEAR ENDING
DECEMBER 31, 2016.

WHEREAS, by Resolution No. 34, Series of 2015, the Rifle City Council adopted a budget for the fiscal year beginning January 1, 2016 and ending December 31, 2016 (the "2016 Budget") after holding all necessary public meetings and hearings; and

WHEREAS, at the time the 2016 Budget was adopted, certain expenses were not known, and operating transfers between funds were not anticipated; and

WHEREAS, funds are available in the City Treasury to meet the increased expenses; and

WHEREAS, the City Council desires to approve the amendments to the 2016 Budget set forth herein in order to ensure effective and fiscally responsible administration of City business for the remainder of fiscal year 2016.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The following amendments to the 2016 Budget are hereby approved.

2016 SUPPLEMENTAL BUDGET					
Fund	Original Adopted	Supplemental Revenue	Supplemental Appropriations	Description	Amended Budget
General Fund	10,766,816	-			10,766,816
Street Improvement Fund	2,287,420	-	600,000	Highlands Area Road	2,887,420
Conservation Trust	90,000	-	-		90,000
Economic Development	212,000	-	-		212,000
Visitor Improvement	221,194	-	-		221,194
Downtown Development	76,460	-	-		76,460
Capital Fund	800,000	-	-		800,000
Tourism & Industry	176,999	-	-		176,999
Urban Renewal	96,500	-	-		96,500
Parks & Recreation	3,076,987	-	-		3,076,987
Water Fund	23,386,430		250,000	Line Break - Pump Station	
			4,200,000	Estimate to complete Water Plant	27,836,430
Waste Water	2,857,108	-	50,000	End of year estimate	2,907,108
Sanitation	510,623	-	50,000	Contract increase based on use	560,623
Fleet	513,295	-	56,029	Two trucks brought forward from 2015	569,324
IT	661,870				661,870
Total Budget	45,733,703	-	5,206,029		50,939,732

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 7th day of December 2016.

CITY OF RIFLE, COLORADO

By _____
 Mayor

ATTEST:

 City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 25
SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR
A SUPPLEMENTAL APPROPRIATION FOR THE YEAR ENDING
DECEMBER 31, 2016.

WHEREAS, by Resolution No. 34, Series of 2015, the Rifle City Council adopted its annual budget for the fiscal year beginning January 1, 2016 and ending December 31, 2016 (“2016 Budget”) after duly-noticed public hearings; and

WHEREAS, based upon the 2016 Budget as adopted, the Council further approved by Ordinance No. 26, Series of 2015 the Annual Appropriation for fiscal year 2016 (“2016 Annual Appropriation”) after duly-noticed public hearings; and

WHEREAS, at the time the 2016 Annual Appropriation was adopted, certain expenses were not known, and operating transfers between funds were not anticipated; and

WHEREAS, funds are available in the City Treasury to meet the increased expenses; and

WHEREAS, the City Council desires to approve the additional appropriations set forth herein in order to ensure effective and fiscally responsible administration of City business for the remainder of fiscal year 2016.

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

1. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council and hereby approves the additional appropriations set forth below for fiscal year 2016.

INTRODUCED at a regular meeting of the Council of the City of Rifle, Colorado held on December 7th, 2016 read in full, passed, approved, and ordered published in full in accordance with Section 4.4(g) of the City Charter.

2016 SUPPLEMENTAL BUDGET					
Fund	Original Adopted	Supplemental Revenue	Supplemental Appropriations	Description	Amended Budget
General Fund	10,766,816	-			10,766,816
Street Improvement Fund	2,287,420	-	600,000	Highlands Area Road	2,887,420
Conservation Trust	90,000	-	-		90,000
Economic Development	212,000	-	-		212,000
Visitor Improvement	221,194	-	-		221,194
Downtown Development	76,460	-	-		76,460
Capital Fund	800,000	-	-		800,000
Tourism & Industry	176,999	-	-		176,999
Urban Renewal	96,500	-	-		96,500
Parks & Recreation	3,076,987	-	-		3,076,987
Water Fund	23,386,430		250,000	Line Break - Pump Station	
			4,200,000	Estimate to complete Water Plant	27,836,430
Waste Water	2,857,108	-	50,000	End of year estimate	2,907,108
Sanitation	510,623	-	50,000	Contract increase based on use	560,623
Fleet	513,295	-	56,029	Two trucks brought forward from 2015	569,324
IT	661,870				661,870
Total Budget	45,733,703	-	5,206,029		50,939,732

CITY OF RIFLE, COLORADO

By _____
 Mayor

ATTEST:

 City Clerk



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Matt Sturgeon, City Manager

DATE: November 21, 2016

SUBJECT: Solid Waste/Recycling Collection and Disposal

The Rifle City Council voted, on September 21, 2011, to enter into a residential solid waste collection and disposal contract with Mountain Roll-Offs, Inc. (now doing business as Mountain Waste and Recycling). The contract resulted in the City terminating its sanitation collection operations performed by the Public Works Department. The City continues to be the point-of-contact for residential customers and responsible for all invoicing.

The current term of the City's contract with MRI is 5-years with an expiration date of December 31, 2016. During the term of the contract, Rifle residents have been pleased with the solid waste and recycling service. In the 2015 Rifle Community Survey, residential trash service received the highest overall satisfaction rating with 82% of those surveyed being either highly satisfied or satisfied.

In 2011, the City Council was very hesitant to move collection and disposal services to a private contract, because of the quality of service enjoyed at the time by customers. MRI, now Mountain Waste, understood the importance and value of this service and during the life of the contract performed at the level expected by residents and the City.

Staff is recommending City Council renew its contract with Mountain Waste and Recycling for five years with two, two-year renewal options. Sec. 4-3-40 and 4-3-80 of the RMC authorizes the City to waive provisions of the purchasing code and sole source contracts after consideration of particular facts and circumstances. Staff offers for Council's consideration the following:

- A good faith review of available sources:
 - Another local jurisdiction in western Garfield County bid similar services in the spring of 2016 which resulted in only two bids with Rifle's current provider offering significantly lower collection fees.
 - The current provider operates out of Rifle and has a local call service with employees demonstrating specific understanding of local collection and disposal customer needs.
- The current provider and City have developed a coordinated customer service approach.
- The 2015 Community Survey demonstrated customers are highly satisfied with the services associated with trash collection and disposal.

For the reasons stated, staff requests City Council authorize the Mayor to sign a contract with Mountain Waste and Recycling to provide trash and recycling collection and disposal to residential customers on behalf of the City of Rifle. The contract language would mirror that found in the attached proposal, and the contract would run from Jan 1, 2017, through December 31, 2022. There would be two, two-year renewal options included within the contract.



Solid Waste Collection and Disposal
CITY OF RIFLE COLORADO

PROPOSAL - MUNICIPAL TRASH AND RECYCLING SERVICES



October 21, 2016



To: City of Rifle Colorado
202 Railroad Ave
Rifle, CO 81650

Mountain Waste and Recycling, Inc. is pleased to present our proposal for waste and recycling services to the City of Rifle Colorado. In this proposal, we will demonstrate that our team has the experience, understanding and knowledge to be a world class services and sustainability partner to the City of Rifle Colorado.

In order to best serve the City of Rifle we have compiled one of the waste industry's leading teams who bring decades of experience and expertise in the waste, recycling, sustainability and customer service industries. This proposal will highlight the following:

- Our comprehensive knowledge of solid waste collection, recycle collection and recyclables processing management
- Extensive special event management and sustainability
- A foundation of superior customer service
- A **four (4) day** per week collection strategy quartering the city to streamline efficiency and the interaction with the residents of the City of Rifle
- Our solution based methodology
- Educational programs for public awareness

Our team simply has the most knowledge to implement best practices and procedures that have proven successful in sites throughout the country, and most importantly, at home here in Garfield County and Rifle Colorado. Each member brings his extensive personal experience and unsurpassed knowledge to this project. Each member of our team resides in the valley which means that when your team calls, we will answer the phone, and respond immediately without fail.

On behalf of Mountain Waste and Recycling, thank you for considering our qualifications. We look forward to speaking with you in depth. For further information, I can be reached at (970)-340-7022 or via e-mail at mike.hinkley@mountainwaste.com

Respectfully,

Mike Hinkley

Mountain Waste and Recycling, Inc.

Content Guide

- Company Information
- Waste and Recycling Services
- Municipal Experience
- School District Experience
- Event Support
- Service Support
- Service Summary
- Source Reduction
- Educational Outreach
- Quarterly Reporting
- Service Locations
- Equipment Description
- Truck Description
- Material Spillage
- Problem Resolution Philosophy
- Waste Disposal Services
- Customer Service
- Resource Management/ Materials Destination
- Fuel Protection
- Subcontracting
- Miscellaneous Surcharges
- Insurance
- Certificate of Good Standing
- Letters of Reference
- Pricing



Mountain Waste & Recycling, Inc.

Company Information

Corporate Entity: Mountain Waste & Recycling, Inc.
Formerly: InterMountain Waste & Recycling and Mountain Roll-Offs, Inc. (MRI)
FEIN: 47-3905885
Mailing Address: P. O. Box 999
Carbondale, CO 81623
Physical Address: 1058 County Road 100
Carbondale, CO 81623
Main: (970) 963-3435
Fax: (970) 963-4205
www.mountainwaste.com

Mountain Waste & Recycling, Inc. was formed on May 29, 2015 with the merger of Mountain Roll-Offs, Inc. established 2005, and InterMountain Waste & Recycling, established 2010, the two largest independent waste haulers in the Roaring Fork Valley. The combination of the two companies has resulted in the birth of the single largest independent waste and recycling company ever to exist in the mountains of Colorado.

Mountain Waste & Recycling provides service to municipalities, residences, commercial businesses, contractors and most of the largest special events in an area stretching from the Town of Parachute in the west to Vail Pass in the east. This area also includes the entire Roaring Fork Valley from Glenwood Springs to Aspen. The company currently provides a range of services to the governmental entities of Rifle, Battlement Mesa, Silt, New Castle, Glenwood Springs, Aspen, Carbondale, Eagle, Garfield County and Eagle County. We are the provider of choice to these jurisdictions for residential waste and recycling collection, portable restroom services, facility waste and recycling services, and contract transportation of materials.

Mountain Waste serves more than 15,000 residential customers, more than 1,500 commercial customers and to approximately 85% of the contractors who operate/build west of Glenwood Canyon. The company has significant scale in this region compared to its national competitor, Waste Management. We answer the phone locally and respond in a nimble manner that brings a full scope of services to our customers.

We have a superior local management team that includes people who have more than 70 years of cumulative waste and recycling expertise. Our focus is on exceeding customer expectations with regard to service, accountability and response.

The team begins with Scott Eden, who has 33 years of experience in all aspects of the industry gathered through his service in many areas of the country. He is supported by a team comprised of:

Mike Hinkley – District Manager: former local manager for Waste Management in Carbondale and 16 years of management in local transportation/service companies.

Herman Aardsma – Customer Experience Manager – former operations leader at Waste Management, MRI and other valley waste companies. Mr. Aardsma brings over 16 years of waste experience to the team along with the knowledge of collection methods and practices unique to this valley.

Jeremy Frees – Service Specialist – former MRI and Waste Management “go to” liaison recognized nationally for his management of major special events such as X Games, Food & Wine, U S Pro Cycling Challenge, and Jazz Aspen Snowmass.

Douglas Goldsmith -Service Specialist- former general manager Transit Waste & Recycling and the Bondad Landfill servicing the Four Corners area in Southwest Colorado. Mr. Goldsmith has more than 15 years’ experience managing municipalities contracts and events in Colorado

The team is unmatched by any competitor and deeply experienced, not only locally, but nationally.

Waste Disposal Services

Mountain Waste & Recycling will:

- Continue to service the residents of the City of Rifle in a safe, courteous, sustainable, and environmentally conscious manner
- Empty each trash and recycling container per the schedule at all contracted locations
- Provide two (2) annual bulk item pick-ups to every residential household
- The City may request up to two (2) 40-yard containers twice per year. Each container will be pulled once at no cost, the City of Rifle shall pay the disposal fees. Each additional pull will cost \$300 per container. The drop duration shall be no longer than two weeks per occurrence.
- Provide all equipment needed at each location
- Maintain all equipment at our expense
- Inspect all equipment semiannually to insure proper functionality of the equipment
- Maintain to the best of our ability, consistent pick-up times at each location throughout the year
- Work with the Town to provide service oriented information to customers and for developing and executing public education to encourage waste reduction and diversion.
- Provide educational outreach at least 2 times per year to City of Rifle citizens

- Provide information to every customer, through the city billing, informing city residents of the specifics of the trash and recyclables collection programs.

Municipal Experience

Mountain Waste & Recycling is the current service provider for the:

- City of Rifle
- Town of Silt
- Town of New Castle
- Battlement Mesa
- City of Glenwood Springs
- Town of Basalt
- Town of Carbondale
- City of Aspen
- Pitkin County
- The majority of HOA communities in the surrounding area

School District Experience

Mountain Waste & Recycling is the service provider for the:

Garfield School District Re-2 • Roaring Fork School District • Aspen School District • Colorado Rocky Mountain School • Waldorf School • Two Rivers School • Carbondale Community School • Blue Lake preschool • Honey Tree Preschool

Event Support

Mountain Waste & Recycling is the service provider of choice for nearly every high profile special event in the Valley. We provide restroom, waste, recycling, and compost collection along with significant event management support for X Games, Food & Wine, U S Pro Cycling Challenge, Strawberry Days, and Jazz Aspen Snowmass among many others

Service and Support

Mountain Waste & Recycling answers the phone locally. After hours (5:00pm through 7:30am) the City of Rifle has the ability to reach one of the key team members via cell phone 24/7.

Service Summary

Mountain Waste & Recycling will continue to service the City of Rifle with a program designed to incentivize diversion and reward recycling and diversion. We will continue to service the town with 96 and 64 gallon trash containers, and 18 gallon recycle bins. This is done to incentivize greater participation in the recycling program to increase the towns' diversion rate. Mountain Waste & Recycling will provide two bulk item pickups annually to each residential household within the Rifle city limits. We will provide education and outreach to inform the City of Rifle residents of as to the best practices for recycling diversion and solid waste collection.

The City of Rifle is a proven leader of sustainable services; the residents of Rifle and Garfield County continue to provide leadership and have a positive effect on the local environment. The input from the local community is fantastic and we look forward to continuing the growth of the recycling programs with the residents of Rifle Colorado.

Mountain Waste & Recycling will continue to service the City of Rifle **four (4) days a week**. Four days per week service allows Mountain Waste to divide the City of Rifle into four quarters, this insures as little disruption to the community as possible as well as reducing truck emissions across the community.



Recyclable Materials and Containers

Residential Recycle will be serviced on the same day as trash service

BLUE CONTAINER: (Co-Mingled)



Glass: Consisting of clear and colored bottles

Plastics: #1's-#7's (plastics are identifiable by the triangle on the bottom container with the number on the inside).

Aluminum & Tin: (please rinse containers to ensure all food has been removed)

Items **Not Accepted** As Recycle:

Drinking glasses, windshields, Windowpanes, Mirrors, vases, aerosol cans, and plastic bags.

YELLOW CONTAINER: (Paper Products)



- Newsprint
- Magazines
- Paperboard- cereal boxes, beer cartons, soda cartons, etc.
- Cardboard- waxed and un-waxed, **MUST BE BROKEN DOWN**, 4'x4' is the largest size. Please place under the yellow bin
- Catalogs
- Phonebooks

We cannot pick up your recycle if it is contaminated with trash. Please contact customer service at (970)-963-3435 should you have any questions or concerns regarding contamination or non-conforming materials.

Container Placement at Curbside:



Trash

Trash Container will be placed in the street at the curb, Right side of driveway with the arrows pointing out. The container should not be within 3 feet of any obstacle.

All items must fit inside your 64 and/or 96-gallon trash container. No items are to be placed on top of the lid or outside of the trash container.

Recycle

Please place all recycling bins at the curb on the Left side of your driveway, when facing the house.

PLASTIC RESIN CODES

 PETE	 HDPE	 V	 LDPE	 PP	 PS	 OTHER
Polyethylene Terephthalate soda bottles water bottles shampoo bottles mouthwash bottles peanut butter jars	High Density Polyethylene milk, water and juice jugs detergent bottles yogurt and margarine tubs grocery bags	Vinyl clear food packaging shampoo bottles	Low Density Polyethylene bread bags frozen food bags squeezable bottles (mustard, honey)	Polypropylene ketchup bottles yogurt and margarine tubs	Polystyrene meat trays egg cartons cups and plates	Other ketchup 3 & 5 gallon water bottles some juice bottles

Bulk Item Pickup

Please note: Mountain Waste & Recycling does not collect E-waste, automotive parts, construction material, commercial waste and household hazardous waste such as paint, medicine or fluorescent lights as bulky item collections

The first two (2) bulk items are free. *The City of Rifle bulk item pick up day will be the third Wednesday of each month.*

If any resident of the City of Rifle needs an additional bulk item pickup appointment within the year they will call Mountain Waste and recycling to schedule a second bulk appointment, the cost is calculated using the Appendix A attached to this proposal. Prepayments for bulk pickup are made payable directly to Mountain Waste & Recycling.

The Bulky Item Collection program accepts:

- Refrigerators, freezers and air conditioning units- ** Tagged as Freon free
- Metal appliances such as stoves, dishwashers, washing machines, dryers, water heaters and furnaces
- Furniture such as couches, tables, chairs, TV's, beds, mattresses and metal furniture
- Organics- Lawn trimmings, leaf bags, bundles of small branches
- Other items such as bathroom fixtures, cabinets, rugs, garage doors, lawn mowers, railroad ties, disassembled swing sets and metal fencing
- Storm windows and glass panes. To help prevent injury, place a large "X" of masking tape across glass panes to prevent shattering and stack them separately from other bulky items.
- Loose building materials and lumber. As long as specific bundle and bag guidelines are followed, the bundle and bag guidelines are as follows: Materials bound in 4'x2' bundles that weigh less than 40 pounds will be accepted.

The Bulky Item Collection program does not accept:

- Construction and demolition materials
- Commercial or business trash or waste materials, including trash or waste from businesses conducted in or from a residence
- Piles of stuff, bags or boxes of smaller items
- Loose or scattered materials
- Closed drums or fuel tanks, metal drums must have both ends removed to be collected
- Automobile bodies or gas tanks

Mountain Waste & Recycling program for the City of Rifle

1. Mountain Waste & Recycling will deliver through the city billing an informational packet to each resident explaining all aspects of their services. This packet will include pictures and descriptions of acceptable and unacceptable items for recycling and directions of how to place items at the curb.
2. We will host an educational program for the public to attend in Rifle Colorado to help explain curbside recycling, we will have physical examples of acceptable and unacceptable recycling items. We will also demonstrate proper placement of the materials curbside.
3. We will place additional informational packets at City Hall for residents to view at any time they would like. Copies of the educational packet listed in #1 will also be available at City Hall.
4. All new residents to the town will receive the informational packet listed in #1.
5. We will identify the residents that may struggle with proper recycle sorting and give them one-on-one education at their home or over the phone to help improve diversion.
6. A program will be established with the school district which will help educate the students on proper recycling and the benefits to their families and communities.

Source Reduction

Through a facility review Mountain Waste & Recycling will identify any opportunities for upstream source reduction available the City of Rifle. These may include suggestions regarding changes to the types of supplies used by the residences of Rifle, possible alternatives to consumables, reuse of certain materials, and more.

Educational Outreach

Mountain Waste & Recycling will provide educational outreach and opportunities throughout the year and partner with a local non-profit to promote reuse & recycle at community events in the area. We will start with:

- The senior housing, HOAs, Chamber of Commerce, Churches
- School outreach
- Community events
- Educational Seminars

Mountain Waste & Recycling will continue to look for opportunities for education and outreach and partner with the community to inform all the residents of Rifle of the many options available to a more sustainable future.

Reporting

Mountain Waste & Recycling will provide the City of Rifle with semi-annual reports that reflect information about Rifle residential customers and industrial/ commercial /MFU's serviced. These reports will reflect:

- Number of residential households & industrial/commercial/MFU's being serviced
- Data on the number of residential households that are recycling
- Data on the number of industrial/ commercial /MFU's that are recycling
- Diversion rates of volumetric collections to inform the citizens and encourage and promote recycling
- Annual tonnage reports for both recyclables and solid waste.

Service Location

The City of Rifle Colorado will be serviced from our local offices:

Rifle Office

2183 S 10th Street
Rifle CO 81651

Carbondale Office

1058 County Road 100
Carbondale CO 81623

Mike Hinkley - District Manager
Mike.hinkley@mountainwaste.com

970.319.8193

Equipment Description



Truck Description

Mountain Waste & Recycling will be using manual and automated side-load and rear-load vehicles to service the trash and recycling components of this contract. The trucks are predominantly 20 yard capacity.

Material Spillage

In the event waste spills from the collection truck or containers caused by the driver, the driver will immediately clean up the spill in a professional manner. The driver will clean up any fluid leaks emanating from collection equipment. All vehicles are equipped with spill clean-up kits and all CDOT safety equipment.

Problem Resolution Philosophy

We are good listeners, the most knowledgeable industry veterans in the valley and exceptional service providers. We do not expect to encounter any issue that we couldn't respond to quickly and resolve to your satisfaction in a reasonable time frame. In a rare instance that we disagree on any issue we would seek a formal meeting with the appropriate people to ensure that there would not be a second instance. Again, we answer the phone 24/7 and we are the only company in the valley that does.

Customer Service

Outstanding customer care is a companywide commitment, and we truly feel honored to serve the homes and businesses of our customers.

We are dedicated to satisfying our customers. We strive to exceed their expectations in affordability, quality and service. We get out into the market and listen, observe and learn. We never lose focus on the basics.

Customer Service

- We will greet our customers in a courteous and professional manner.
- We will listen effectively to our customers' requests and promptly take the necessary actions to assist them. We will keep our customers informed of unexpected delays in service.
- We will inform our customers of normal process time, when they can expect completion and any delays that may arise in the process.
- We will touch base with our customers to update them as to where we are in the process.
- We will finish our encounters with our customers in a courteous and professional way.

E-mail

- We will respond to e-mails within 4 hours during normal business hours.
- We will update our e-mail notification message when we will be out of the office for an extended period of time (full day or more). We will indicate our expected return date and indicate a contact person (if applicable).

General

- We will make our goal to exceed the expectations of all of our customer groups.
- We will work to anticipate the needs of those we serve by proactively working to meet their needs. We will hold ourselves and each other accountable for our service commitment.

Service

Mountain Waste & Recycling will continue to service the City of Rifle residential customers on a four (4) day per week schedule.

- Service issues will be resolved within 24 hours of being reported
- Container delivery and repair will be accomplished within 48 hours
- Customer complaints will be handled at the operations and district manager level

Material Destinations

Trash and C&D Material

All non-recyclable material will be taken to Garfield County Landfill in Rifle CO.

75 County Road 246, Rifle, CO 81650

970-625-2516 | phone

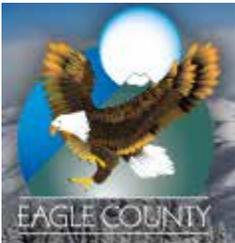
970-625-1490 | fax

Co-mingle recycling Material

All recyclable material will be taken to Eagle County MRF in Wolcott CO.

815 Ute Creek Rd, Wolcott, CO 81655

Scale tickets will be available to track weights of co-mingle material



<http://www.eaglecounty.us/Recyclingwaste/>

Problem Resolution Philosophy

We are good listeners, the most knowledgeable industry veterans in the valley and exceptional service providers. We do not expect to encounter any issue that we couldn't respond to quickly and resolve to your satisfaction in a reasonable time frame.

Annual Rate Increases

Annual rate increases will be tied to the CPI-T index for the Rocky Mountain region. There will be a 2.5% minimum annual increase with a maximum of 5% year over year increase. For the first year of the agreement, the increase will only be CPI-T with no minimum.

Fuel Protection

Mountain Waste is committed to controlling the cost we have control over. However, rising fuel prices is something out of our control and something we cannot predict. The fuel protection will be tied directly to the Rocky Mountain average of diesel as reported weekly by the Department of Energy in its retail On-Highway Diesel Prices Index. ***Any future changes in diesel prices, either up or down, would be calculated quarterly on the 16-week average of the prior calendar quarter year,*** and adjusted during the annual rate adjustment period at the beginning of each year, and again at the 3-6 and 9 month marks to avoid monthly fluctuations of the bill. Fuel surcharge will be in effect when the Department of Energy retail On-Highway Diesel Prices Index is above \$3.00 per gallon.

Disposal Cost Protection

Because the cost of disposal for both landfill and recycling are beyond our control, we must pass through any increases instituted by these outside entities. Any rate change would be based on the actual tonnages produced by the city. Any increase will be calculated by September 1 for the next calendar year.

Subcontracting

Mountain Waste will not be sub-contracting any services to the City of Rifle Colorado. All work will be done by Mountain Waste & Recycling personnel only.

Miscellaneous Surcharges:

There are no other fees or surcharges.

Insurance:

Mountain Waste & Recycling, Inc. is fully insured. Proof of insurance documents will be made available.

Pricing for the City of Rifle CO

5 +2+2 Year Service Proposal

Pay-AS-You- Throw (2-container sizing) – With Curbside Recycling

Residential Service

- 96-gallon toter for trash and (2) 18 gallon recycling containers: **\$16.22 per month**
- 64-gallon toter for trash and (2) 18 gallon recycling containers: **\$14.40 per month**

Additional Cart -Residential Service

- 96-gallon toter for trash : **\$13.70 per month**
- 64-gallon toter for trash: **\$11.70 per month**

Commercial Service

- 96-gallon toter for trash: **\$17.10 per month**
- 64-gallon toter for trash: **\$15.20 per month**
- 300-gallon tub for trash: **\$55.00 per month**

Extra Pick-up Residential Service – (Not on service day)

- 96-gallon toter for trash: **\$13.50 Per empty**
- 64-gallon toter for trash: **\$11.50 Per empty**
- 300-gallon tub for trash: **\$40.00 Per empty**

Container replacement Cost

- 96-gallon toter for trash: **\$30.00**
- 64-gallon toter for trash: **\$25.00**
- 18 gallon recycling container : **\$10.00**

City of Rifle Locations

City of Rifle Dumpster Locations

Mountain Waste pricing for metal dumpsters will be: container yardage size (2.3.4.6.8) times \$28.50 per yard times the number of service days per week

- 2 yard container X 1 per week --**\$57.00 per month**
- 3 yard container x 1 per week --**\$85.00 per month**
- 4 yard container X 1 per week --**\$115.00 per month**
- 6 yard container x 1 per week --**\$171.00 per month**
- 8 yard container X 1 per week --**\$228.00 per month**

- 2 yard container X 2 per week --**\$114.00 per month**
- 3 yard container x 2 per week --**\$170.00 per month**
- 4 yard container X 2 per week --**\$230.00 per month**
- 6 yard container x 2 per week --**\$342.00 per month**
- 8 yard container X 1 per week --**\$456.00 per month**

Extra Pick-up Commercial Dumpster

Mountain Waste pricing for extra pick-up for metal dumpsters (commercial) will be: container yardage size (2.3.4.6.8) times \$20.00 per yard

- 2 yard container - **\$40.00 per lift**
- 3 yard container - **\$60.00 per lift**
- 4 yard container - **\$80.00 per lift**
- 6 yard container - **\$120.00 per lift**
- 8 yard container - **\$160.00 per lift**

Parks Maintenance

Rifle Mountain Park

- 20 yd roll-off like what is described above (called for tip). --**\$300.00 per haul + City pays disposal**

Rose Hill Cemetery

- 20 yd roll-off for landscape waste (called for tip) --**\$300.00 per haul + City pays disposal**

Parks Maintenance

- All parks trash staged from this location. 20yd roll-off with canopy and doors to restrict animal access might be best option for trash and staff could call to tip as needed. --**\$300.00 per haul + City pays disposal**

Roll-Off Containers for Spring and Fall Clean-Up

- The City may request up to two (2) 40-yard containers twice per year. Each container will be pulled once at no cost, disposal will be charged the City of Rifle landfill account. Each additional pull will cost \$300 per container, disposal will be charged the City of Rifle landfill account. The drop duration shall be no longer than two weeks per occurrence.

Other Services

- 40-yard containers for bi-annual Town clean up. **The first two (2) Clean-up container pulls will be free. Additional container pulls will be \$300.00 per pull.** – Disposal will be billed to the City of Rifle account
- Disposal of Bulk/Household Items - 2 courtesy pick-up items per household annually. (See Appendix A) for item detail.
- Disposal of E-Waste will be an individual subscription for each customer. Each customer will be charged and billed directly. (See Appendix A) for approved E-Waste items and rates. Mountain Waste will only collect E-Waste so long as there is a local source for disposal.
- Mountain Waste will not be responsible for items that cannot be picked up residentially. (See Appendix A)

Appendix A

Bulk Items: – 2 courtesy Pick-up items per household annually and then customers will be charged & billed directly for each item listed below.

APPLIANCES	Cost per Item
<i>Dish Washer</i>	\$65.00
<i>Dryer (Clothes)</i>	\$65.00
<i>Gas Grill (No propane tanks)</i>	\$50.00
<i>Microwave Oven</i>	\$35.00
<i>Refrigerator (Tagged - without Freon)</i>	\$65.00
<i>Freezer (Tagged - without Freon)</i>	\$65.00
<i>Air-Conditioning Unit (Tagged - without Freon)</i>	\$35.00
<i>Stove / Oven</i>	\$65.00
<i>Washing Machine</i>	\$65.00
<i>Water Heater (Drained) - Up to 49 gallon size)</i>	\$50.00
<i>Water Heater Large (Drained) - (50 gal or above)</i>	\$65.00
FURNITURE / HOUSEHOLD ITEMS	
<i>Bed Frame</i>	\$40.00
<i>Bookshelf (Empty)</i>	\$25.00
<i>Box Springs or Mattress</i>	
<i>Twin</i>	\$25.00
<i>Full</i>	\$30.00

<i>Queen</i>	\$35.00
<i>King</i>	\$40.00
<i>Chair (Wooden/kitchen/desk)</i>	\$15.00
<i>Chair (Stuffed)</i>	\$25.00
<i>Chair (Recliner)</i>	\$35.00
<i>Coffee Table</i>	\$15.00
<i>Couch (Small) / Love Seat</i>	\$45.00
<i>Couch (Large)</i>	\$65.00
<i>Couch (Sleeper Sofa)</i>	\$75.00
<i>Dresser</i>	\$35.00
<i>Futon Frame</i>	\$25.00
<i>Table (Kitchen)</i>	\$25.00
<i>Table (Dining Room)</i>	\$30.00

Appendix A – Continued

Branches/Tree Limbs: All branches & tree limbs must be bundled in less than 4 foot lengths and 2 feet in diameter bundles. Maximum Diameter of 2"Limbs. (No Commercial Tree Trimming Waste) These are included in the 1 annual courtesy Pick Up referenced in the proposal, any additional organic pickups will be billed directly to the resident and paid in advance

E-Waste: – Customers will be charged and billed directly for each item listed

E-WASTE (prefer not to take!)	Cost per item
<i>Computer (Desk Top)</i>	\$55.00
<i>Computer (Lap Top)</i>	\$45.00
<i>Computer (Monitor Screen)</i>	\$45.00
<i>Computer Keyboard</i>	\$25.00
<i>Stereo System (Small)</i>	\$35.00
<i>Stereo System (Large)</i>	\$55.00
<i>Television (19" or smaller screen size)</i>	\$45.00
<i>Television (20" to 29" screen size)</i>	\$50.00
<i>Television (40" to 59" screen size)</i>	\$60.00
<i>Television (60" screen size or larger)</i>	\$75.00
<i>VCR Player</i>	\$35.00
<i>DVD Player</i>	\$35.00
<i>Copy Machine</i>	\$100.00
<i>Printer / Fax Machines</i>	\$75.00

****Attention: Mountain Waste & Recycling will continue to service E-Waste as long as there is a local source of disposal.****

Items That Cannot Be Picked Up Residentially

- Construction & Demolition Debris
- Tires / Rims
- Batteries
- Bio – Hazard Materials
- Paint / Stain Cans (with Liquid contents)
- Hot Tub
- Bathtubs / Toilets
- Explosive/Corrosive/Flammable Items
- Non-tagged Freon containing Appliances (Freezer, Refrigerator, AC units)

CITY OF RIFLE, COLORADO
ORDINANCE NO. 26
SERIES OF 2016

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE CITY OF RIFLE AND MOUNTAIN ROLL-OFF, INC., A COLORADO CORPORATION, D/B/A MOUNTAIN WASTE & RECYCLING, FOR SOLID WASTE REMOVAL AND RECYCLABLES COLLECTION SERVICES

WHEREAS, the City of Rifle (the “City”) is a home rule municipality with all powers granted by Article XX of the Colorado Constitution and the City’s Home Rule Charter; and

WHEREAS, on September 21, 2011 the City and Mountain Roll-Off, Inc., a Colorado Corporation, now d/b/a Mountain Waste & Recycling (“Mountain Waste”), entered into that certain Solid Waste Removal and Recyclables Collection Agreement (the “2011 Agreement”) and Mountain Waste has been providing solid waste removal and recyclable collection services for the City from 2012 through 2016; and

WHEREAS, City surveys of the community rank very high the solid waste removal and recyclable collection services they receive; and

WHEREAS, the City Council desires to extend the 2011 Agreement with Mountain Waste for the purpose of providing solid waste removal and recycling services for the City for an additional five years with two two-year options.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.
2. Approval of Agreement. The Solid Waste Removal and Recyclables Collection Agreement between the City of Rifle and Mountain Roll-Off, Inc., a Colorado Corporation, d/b/a Mountain Waste & Recycling is hereby approved in substantially the form attached hereto as **Exhibit A** and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City with any changes approved by the City Attorney.

INTRODUCED on December 7, 2016, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 21, 2016, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2016.

CITY OF RIFLE, COLORADO

BY _____
Mayor

ATTEST:

City Clerk

CITY OF RIFLE, COLORADO

SOLID WASTE REMOVAL AND RECYCLABLE COLLECTION SERVICES AGREEMENT

1.0 PARTIES

This agreement (“Agreement”) is made effective January 1, 2017, by and between the City of Rifle, Colorado (“City”), and Mountain Roll-Off, Inc., d/b/a Mountain Waste & Recycling, a Colorado Corporation (“Mountain Waste”).

2.0 RECITALS AND PURPOSE

- 2.1 On September 21, 2011 the City and MOUNTAIN WASTE entered into that certain Solid Waste Removal and Recyclables Collection Agreement (the “2011 Agreement”) and MOUNTAIN WASTE has been providing solid waste removal and recyclable collection services for the City from 2012 through 2016; and
- 2.2 City surveys of the community rank very high the solid waste removal and recyclable collection services they receive and the City desires to extend the 2011 Agreement with the revised terms and conditions contained herein; and
- 2.3 MOUNTAIN WASTE represents that it has the special expertise and background necessary to provide the City with waste removal and recycling services; and
- 2.4 The City hereby desires to enter into an agreement with MOUNTAIN WASTE for the purpose of providing waste removal and recycling services for the City.

3.0 SCOPE OF SERVICES

- 3.1 MOUNTAIN WASTE agrees to provide waste and recyclable material collection and removal services to the City and to single-family residences within City limits as described in this section. The specific details of said services are identified and explained in the selected portions of the Solid Waste Pick-up and Disposal Proposal attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2 RESIDENTIAL COLLECTION SERVICES

- a. MOUNTAIN WASTE shall perform waste and recyclable collection services four times per week between the hours of 7:00 A.M. and 7:00 P.M. during the term of this Agreement. If a regularly-scheduled collection day is affected by a holiday, MOUNTAIN WASTE may schedule a different weekday within the same week to provide the collection services. MOUNTAIN WASTE shall provide each resident in the City, on no less than an annual basis, a calendar setting the collection schedule and providing contact information for MOUNTAIN WASTE. The calendar should

clearly note any deviation from the normal collection due to holidays. In the event MOUNTAIN WASTE needs to alter a collection day from what is reflected on the calendar MOUNTAIN WASTE must provide notice to the City Manager and every resident customer no later than two (2) weeks prior to the scheduled change. Notice may be in writing or through a phone system set up by MOUNTAIN WASTE and approved by the City Manager.

- b. Residential collection services shall be provided on a door-to door basis. All trash and rubbish will be placed in a receptacle provided by and/or acceptable to MOUNTAIN WASTE. For trash and rubbish, MOUNTAIN WASTE will offer each resident the option of one (1), sixty-four (64) or ninety-six (96) gallon container provided by MOUNTAIN WASTE. MOUNTAIN WASTE will allow each resident to change their selection of container within the first sixty (60) days of commencement of service at no charge. Thereafter, MOUNTAIN WASTE will charge residents a switch fee of \$25.00 any time a resident changes their container size. MOUNTAIN WASTE shall also provide each residence one (1) 18-gallon recycling bin (blue) for commingled recyclable materials and a second 18-gallon recycling bin (yellow) for paper products at no additional cost. Residents may request additional recycling bins from MOUNTAIN WASTE, and MOUNTAIN WASTE will provide and service each additional bin, at the cost of \$10.00 per additional bin per month with such costs to be billed directly to residents by MOUNTAIN WASTE. MOUNTAIN WASTE shall establish a list of materials accepted for recycling and customer instructions for preparing the materials for recycling. MOUNTAIN WASTE may change the recycling materials list and preparation instructions only upon two (2) weeks prior notice to the City Manager and City residents. MOUNTAIN WASTE will not provide clean-up service where trash, garbage, or recyclables have been scattered by animals or otherwise. Waste and recycling containers shall be placed at the curb, or where applicable, at the alley line, prior to the scheduled time for collection and shall be located at least 3 feet from any obstacle. MOUNTAIN WASTE shall have no obligation to pick up and empty any trash or recycling container located inside a fence or gate or across a ditch, within garages or other improvements, or otherwise not located at the curb or alley line as herein above required.
- c. MOUNTAIN WASTE will additionally collect and dispose of three (3), 45-gallon bags of yard waste and organic debris per week per residence at no charge to residential customers. Residents can arrange for MOUNTAIN WASTE to pick-up any bulk item(s) listed in Exhibit A. Each household is entitled to two (2) free bulk item pick-ups per year and will be charged per bulk item collected thereafter by MOUNTAIN WASTE. Residents can also arrange for MOUNTAIN WASTE to collect the electronic waste items listed in Exhibit A and shall be responsible for full payment of the costs associated therewith. MOUNTAIN WASTE reserves the right to discontinue e-waste collection and disposal in the event the local source for disposal thereof is eliminated.
- d. The residential collection services provided by MOUNTAIN WASTE shall not include the hauling of construction or remodeling materials, waste, or debris;

automobile or truck parts; trees or large branches greater than two (2) inches in diameter; tree limb bundles greater than four (4) feet in length, two (2) feet in diameter, and 60 pounds in weight; commercial tree-trimming waste; or any other item so listed in Exhibit A.

3.3 CITY WASTE REMOVAL SERVICES.

- a. MOUNTAIN WASTE shall provide waste and recycling receptacles of sizes of the City's choosing provided for in Exhibit A and shall provide collection and disposal services for the same at the rates set forth in Exhibit A.
- b. MOUNTAIN WASTE shall haul and dispose of the content of two, 40-yard containers per year at no charge to the City. The City shall be responsible for paying for any and all container removal and landfill fees beyond the two free pulls per year. By way of example, the City can choose to use its two free hauls at the City-wide Clean-Up Day or split them between the City-wide Clean-Up Day and other City event. MOUNTAIN WASTE shall cooperate with the City concerning outreach about the Clean-Up Day events.

3.4 MOUNTAIN WASTE shall provide outreach and educational services consistent with the scope set forth in Exhibit A. Within fifteen (15) days of the effective date of this Agreement, MOUNTAIN WASTE shall provide an initial informational packet approved by City staff to all City residents in both Spanish and English.

3.5 MOUNTAIN WASTE agrees to furnish the best skill and judgment and to cooperate with the City Manager, City Public Works Director, City Engineer, City Attorney, and other City designees in furthering the interests of the City.

4.0 COMPENSATION

4.1 The City shall pay MOUNTAIN WASTE for the collection services set forth herein at the rates listed in Exhibit A. MOUNTAIN WASTE shall bill the City in arrears on a monthly basis for basic residential and all City-related waste and recycling collection services. Customer-specific charges such as additional recycling service and e-waste and bulk item collection will be billed by MOUNTAIN WASTE directly to the resident(s) requesting such services. The City shall not be liable in any manner for collecting or paying any customer-specific charges or fees.

4.2 MOUNTAIN WASTE shall provide trash and recycling containers and collection services for City-sponsored events at a cost of \$20 per container-yard per empty. By way of illustration only, if a 4-yard container is needed for a particular event, the cost to the City of MOUNTAIN WASTE's providing the container, hauling it away, and disposing of its contents would be \$80 each time the container is emptied. The rate set forth in this Section 4.2 includes MOUNTAIN WASTE's rates as well as any and all landfill or disposal facility fees.

4.3 Upon MOUNTAIN WASTE's written request to the City and subsequent approval by the

City Council, the rates set forth in Exhibit A and in this Section 4 may be adjusted annually on each anniversary of the date of this Agreement by the increase, if any, in the CPI Denver Metro (All Items), but in no event shall the increase of any rate set forth in Exhibit A or this Section 4 be less than 2.5% nor more than 5%; provided, however, there shall be no minimum CPI increase in 2018 which will be based on the actual CPI increase if less than 2.5%. MOUNTAIN WASTE shall make such written request at by September 1 prior to each anniversary date and explain the basis for any requested increase.

- 4.5 As of the date of this Agreement, MOUNTAIN WASTE delivers its collected recyclable materials at the Eagle County Materials Recovery Facility (“Facility”). Notwithstanding Section 4.4 of this Agreement, if the Facility significantly increases its rates, closes, or otherwise refuses to accept MOUNTAIN WASTE’s recycling materials, the City agrees to consider, upon written request from MOUNTAIN WASTE, an increase in base rates or elimination of residential recyclable collection services. MOUNTAIN WASTE shall notify the City as soon as possible upon its learning of the occurrence of any of the events identified in this Section 4.5.
- 4.6 In addition to the rates identified in Section 4 of this Agreement, on a monthly basis, the City shall pay a fuel protection surcharge (“Surcharge”) to MOUNTAIN WASTE based on the per-gallon cost of diesel fuel as shown on the chart found in **Exhibit B**, attached hereto; provided, however, that no Surcharge will be billed to the City unless and until the weekly average cost of diesel fuel, calculated in accordance with this Subsection, reaches \$3.00 per gallon. The Surcharge billed to the City prospectively on a quarterly basis will be based on the preceding quarter’s average of the Rocky Mountain price of diesel fuel reported weekly by the Department of Energy in its retail On-Highway Prices index. The Surcharge assessed in a particular quarter will be the same for the duration of that quarter. MOUNTAIN WASTE is responsible for tracking diesel fuel prices and calculating and invoicing the City for the appropriate Surcharge, if any.
- 4.7 At reasonable times during the term of this Agreement MOUNTAIN WASTE may petition the City for adjustments in the base rates set forth herein based upon documented changes in the cost of doing business, such as revised laws or regulations, changes in disposal locations, or changes in disposal fees. Any such increase must be approved by City Council.
- 4.8 Any payment obligations of the City for fiscal years after the year in which this Agreement is executed shall be subject to and contingent upon annual budgeting and appropriation of funds by the City.

5.0 TERM

- 5.1 MOUNTAIN WASTE's services under this Agreement shall commence on January 1, 2017 and shall continue for a period of five calendar years from the date thereof unless earlier terminated by the parties as set forth herein (“Initial Term”). The City shall have the option of renewing this Agreement for two consecutive two-year periods (“Renewal Period(s)”). If City desires to renew this Agreement, it shall provide written notice to MOUNTAIN

WASTE within sixty days of the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 5.1.

6.0 INSURANCE

- 6.1 MOUNTAIN WASTE and its subcontractors, if any, shall be required to carry, at their own expense, workers' compensation insurance, comprehensive general liability insurance, and vehicle liability insurance in amounts that match those set forth in the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, as are presently in effect or are later amended. Evidence of such insurance coverage is attached hereto and incorporated herein as **Exhibit C**. MOUNTAIN WASTE shall add the City as an additional insured party to said policies. MOUNTAIN WASTE shall maintain this insurance coverage, at a minimum, for the Initial Term of this Agreement. Should this Agreement be extended for one or more Renewal Terms, MOUNTAIN WASTE's insurance shall be maintained during said Renewal Period(s). In the event of any changes to the attached coverages, including, but not limited to, changes to the vehicle fleet, MOUNTAIN WASTE shall provide the City with a copy of the amended certificate(s) showing the City as an additional insured within thirty (30) days of the change. On the anniversary date of each policy MOUNTAIN WASTE is required to maintain pursuant to this Agreement, MOUNTAIN WASTE shall provide the City with certificates of insurance showing the City as an additional insured.
- 6.2 The parties hereto understand and agree that City is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* as amended from time to time or otherwise available to City.

7.0 INDEMNIFICATION

- 7.1 MOUNTAIN WASTE agrees to indemnify and hold harmless the City, and its officers and its employees, from and against any liability, demands, and expenses, including reasonable court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by the negligent act, error or omission or other fault of MOUNTAIN WASTE or any officer or employee of MOUNTAIN WASTE or any subcontractor of MOUNTAIN WASTE or any other person for whom MOUNTAIN WASTE is directly responsible. The obligations of this Section 7 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the City or parties under the City's control. This obligation shall survive the termination of this Agreement.

8.0 INDEPENDENT CONTRACTOR

- 8.1 MOUNTAIN WASTE shall be an independent contractor and not an agent or employee of the City. Any provisions in this Agreement that may appear to give the City the right to direct MOUNTAIN WASTE as to details of doing work or to exercise a measure of control over the work mean that MOUNTAIN WASTE shall follow the direction of the City as to

end results of the work only. MOUNTAIN WASTE is obligated to pay all federal, state and local income tax or other applicable tax on any moneys earned or paid pursuant to this Agreement. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.

8.2 MOUNTAIN WASTE does not have the express or implied power to bind the City in any manner except as directly related to the duties of this Agreement or without the express lawful consent of the City Manager.

9.0 ASSIGNMENT

9.1 MOUNTAIN WASTE shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

10.0 TERMINATION

10.1 This Agreement may be terminated by either party for material breach or default of this Agreement by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available.

10.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice to MOUNTAIN WASTE at least one hundred eighty (180) days in advance of the proposed termination date; provided, however, that the City shall not have the right to terminate this Agreement pursuant to this Subsection for the purpose, without cause, of engaging a new company to be the sole provider within the City of the services identified in this Agreement. In the event the City properly terminates this Agreement pursuant to this Subsection, MOUNTAIN WASTE will be paid for the reasonable value of the services rendered to the date of termination, and upon such payment, all obligations of the City to MOUNTAIN WASTE or MOUNTAIN WASTE to the City under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available.

10.3 Failure on the part of the City to appropriate sufficient funds for the administration of this Agreement in any given year shall also serve to terminate this Agreement, and all prospective obligations of the parties under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available and shall not be construed as a waiver of MOUNTAIN WASTE's right to collect amounts owed from the City.

10.4 Neither party shall be liable to the other under this Agreement for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or

otherwise.

11.0 REPORTS/INSPECTION/OPEN RECORDS

- 11.1 The City and its duly authorized representatives shall have access to any books, documents, papers, and records of MOUNTAIN WASTE and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.2 MOUNTAIN WASTE shall provide the City with quarterly reports as described in Exhibit A and that include residential, industrial, and commercial data.
- 11.3 The City is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents MOUNTAIN WASTE prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by MOUNTAIN WASTE. MOUNTAIN WASTE hereby waives any claims of any kind whatsoever against City for the City's compliance or attempted compliance with the provisions of the Open Records Act.

12.0 INTEGRATION AND AMENDMENT

- 12.1 This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

13.0 CONTROLLING LAW

- 13.1 This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for disputes arising under this Agreement shall be in the District Court for Garfield County, Colorado.

14.0 APPROPRIATION

- 14.1 No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by City to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

15.0 EMPLOYMENT OF OR CONTRACTING WITH ILLEGAL ALIENS

- 15.1 As used in this Agreement, the following words or phrases shall have the following meanings:

- a. Contractor means Mountain Waste & Recycling, Inc.

- b. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
- c. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

15.2. The Contractor shall not:

- a. Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
- b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

15.3. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

15.4. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1) of this paragraph 15.4 the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with an illegal alien.

15.5. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*

15.6. If Contractor violates this Attachment, the City may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the City for actual and consequential damages.

16.0 NOTICES

16.1 Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section 24.

TO CITY: City of Rifle
P.O. Box 1908
Rifle, Colorado 81650
Attn: City Manager

With a copy to: James Neu, Esq.
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
Glenwood Springs, CO 81601

TO MOUNTAIN WASTE: Mountain Roll-Off, Inc. d/b/a Mountain Waste & Recycling
PO Box 999
Carbondale, Colorado 81623

SO AGREED and made effective as of the date set forth above.

CITY OF RIFLE, COLORADO:

MOUNTAIN WASTE:

By: _____
Matt Sturgeon, City Manager

By: _____
Mike Hinkley, District Manager

ATTEST:

Kristy Christensen, City Clerk



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Matt Sturgeon, City Manager

DATE: November 21, 2016

SUBJECT: Centennial Park Playground Installation Contract

Staff requests City Council authorize staff to enter into a contract with All-Around Recreation to install a playground for ages 2 -12 (two areas: ages 2 - 5 and ages 6 -12) at Centennial Park. The amount of the award is \$330,568 (see attachments). Staff received five proposals, and All-Around Recreation offered the best value and understanding of the project. The project funding includes the following contributions:

Colorado Health Foundation:	\$135,000 (6 – 12 year-old components)
Linda McCausland/Peter Nicklin:	\$31,000 (2 – 5 year-old components)
Rifle Rotary (pending)*:	\$15,000 (no restrictions)
Rifle Visitor Improvement Fund:	\$20,000 (towards shelter)
Private Donor (pending)*:	\$8,000 (no restrictions)
Colorado Conservation Trust Fund:	\$121,568 (no restrictions)

**Revenue from the Colorado Conservation Trust Fund (CTF) will be used in-lieu-of pending funds if they are not received. The City has budgeted to spend up to \$180,000 in CTF revenue for this project.*

The playground was envisioned with the Centennial Park Master Plan in 2007. The playground was originally to be constructed at the north end of the "Great Bowl". Staff is recommending the playground be constructed on a suitable site adjacent to the parking lot accessed via W 5th Street, because this location is closer to parking, restroom facilities, shelters, plaza and the heavily used popper fountains.

Site work including grubbing/grading, flatwork, conduit, drainage, and landscape irrigation will be done by staff. Landscape materials will purchased and installed through a separate contract. The total budget for this project is \$375,000.

All Around Recreation, LLC



Quotation

6614 S Franklin Street
 Centennial CO 80121
 Phone: **720-270-5879**
 Fax: 303-798-0291

Email: melissa@allaroundrec.com
www.allaroundrec.com

DATE 11/11/2016
Quotation # CO-2480
Customer ID
Page 1 of 2

Quotation For:

Matt Sturgeon
City of Rifle City Manager
 202 Railroad Avenue
 Rifle CO 81650

Email: msturgeon@rifleco.org

UPDATED 11-11-16

Phone: 970-618-1037
 Fax:

Comments or Special Instructions:

Centennial Park Playground - Playground

Excludes permits or inspection fees for shelter or play equipment, if required.

SALES	PO NUMBER	Estimated SHIP DATE	SHIP VIA	TERMS
MSphatt		13-14 weeks from order		50% upon order
QTY.	DESCRIPTION	UNIT PRICE	AMOUNT	
1	Berliner Neptun17 Play structure#90.141.020 includes:Neptun climber	\$116,004.00	\$116,004.00	
	Slide, Rope bridge, hammock, Flubber climber, hand/hand ladder, tower, slide. 5-12 Area		\$0.00	
1	Single Post Swings 1 bay with 2 belt seats for 5-12 Play Area	\$1,098.00	\$1,098.00	
1	Berliner Albero.02 #95.200.020 Rotating Net Climber; 5-12 Play area	\$21,085.00	\$21,085.00	
1	Berliner SpooRoo Combo.01 for 2-5 Play area with plastic slide	\$59,389.00	\$59,389.00	
1	Single Post Swings 1 bay with 2 toddler bucket seats/ 2-5 Play Area	\$1,294.00	\$1,294.00	
1	Berliner Palmetto Swing #95.190.263 for 2- 5 Play area	\$3,951.00	\$3,951.00	
1	Seated Spinner #TE-046 for 2- 5 play area	\$1,368.00	\$1,368.00	
1	Dino Spring Rider #MT-013 for 2-5 play area	\$677.00	\$677.00	
1	Berliner Tri Net #95.170.744 for 2-5 Area	\$3,233.00	\$3,233.00	
1	Henderson PlayTots Little Village #PT5001	\$5,283.00	\$5,283.00	
5	Dynacushion Mats for belt seat/Palmetto swings and slides; 4'x6'x2"	\$202.00	\$1,010.00	
1	Dynacushion Mat for Albero Spinner-	\$968.00	\$968.00	
1	Dynacushion Mat for Seated Spinner	\$200.00	\$200.00	

Equipment quoted prices are valid for 30 days from date of quote. Owner is responsible for location of all irrigation and drainage system components. All Around Recreation, LLC is not responsible for system damage caused by failure to properly locate components or construction delays due to improper site preparation. Site preparation and installation is the responsibility of the owner/customer unless noted on quote. Final Freight costs will be determined at time of order. Installation costs, all permits, engineer inspections, soils reports are excluded unless specifically noted in detail on quote. **ADDITIONAL FEES will apply for ALL Payments made with a Credit Card.**

SUBTOTAL	\$ 215,560.00
TAX RATE	
SALES TAX	-
Other	
Sub TOTAL Page 1	\$ 215,560.00

Quotation does NOT include applicable state and local taxes, unless otherwise noted.To accept this quotation, please sign and return to All Around Recreation:

Playground only

Signature: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

All Around Recreation, LLC



Quotation

6614 S Franklin Street
 Centennial CO 80121
 Phone: **720-270-5879**
 Fax: 303-798-0291

Email: melissa@allaroundrec.com
www.allaroundrec.com

DATE 11/11/2016
Quotation # CO-2480
Customer ID
Page 2 of 2

Quotation For:

Matt Sturgeon
City of Rifle City Manager
 202 Railroad Avenue
 Rifle CO 81650

Email: msturgeon@rifeco.org

UPDATED 11-11-16

Phone: 970-618-1037
 Fax:

Comments or Special Instructions:

Centennial Park Playground - Playground & Site Furnishings

See separate quote for Shelter

Excludes permits or inspection fees for shelter or play equipment, if required.

SALES	PO NUMBER	Estimated SHIP DATE	SHIP VIA	TERMS
MSphatt		13-14 weeks from order		50% upon order
QTY.	DESCRIPTION	UNIT PRICE	AMOUNT	
1	Wabash Valley- Picnic Table 8 foot to match existing #SG111(P)	\$1,125.00	\$1,125.00	
1	Wabash Valley Picnic Table 8 foot with 2 ea. 6 foot seats - ADA accessible - #SG115(P)- Both Tables with Perforated Pattern	\$1,102.00	\$1,102.00	\$0.00
3	Vista Furnishings Tahoe 6ft Bench #TV6	\$1,120.00	\$3,360.00	
2	Vista Furnishings Trash Receptacle #TC001 w/liner and lid	\$805.00	\$1,610.00	
450	CY Playsoft Engineered Wood fiber safety surfacing - approx 8000sf 12 Inches deep when naturally compacted	\$11.40	\$5,130.00	\$0.00
1	Geotextile Fabric- under wood fiber surfacing- one layer approx 8000sf	\$712.00	\$712.00	
1	Freight for play equipment, surfacing & site furnishings when ordered and shipped together. Excludes unloading, receiving or storage.	\$15,700.00	\$15,700.00	\$0.00
1	PAGE ONE EQUIPMENT	\$215,560.00	\$215,560.00	
1	Installation of play equipment, site furnishings fabric, & surfacing.	\$54,630.00	\$54,630.00	
	Includes unloading of equipment and all labor and materials to install, in site prepared by others.			\$0.00
	Some equipment to ship to Denver and then transported at time of installation.			\$0.00

Equipment quoted prices are valid for 30 days from date of quote. Owner is responsible for location of all irrigation and drainage system components. All Around Recreation, LLC is not responsible for system damage caused by failure to properly locate components or construction delays due to improper site preparation. Site preparation and installation is the responsibility of the owner/customer unless noted on quote. Final Freight costs will be determined at time of order. Installation costs, all permits, engineer inspections, soils reports are excluded unless specifically noted in detail on quote. **ADDITIONAL FEES will apply for ALL Payments made with a Credit Card.**

SUBTOTAL	\$ 298,929.00
TAX RATE	
SALES TAX	-
Other	
TOTAL	\$ 298,929.00

Excludes shelter

Quotation does NOT include applicable state and local taxes, unless otherwise noted. To accept this quotation, please sign and return to All Around Recreation:

Signature: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

All Around Recreation, LLC



Quotation

6614 S Franklin Street
 Centennial CO 80121
 Phone: **720-270-5879**
 Fax: 303-798-0291

Email: melissa@allaroundrec.com
www.allaroundrec.com

DATE 11/11/2016
Quotation # CO-2480
Customer ID

Quotation For:

Matt Sturgeon
City of Rifle City Manager
 202 Railroad Avenue
 Rifle CO 81650

Email: msturgeon@rifleco.org

UPDATED 11-11-16

Phone: 970-618-1037
 Fax:

Comments or Special Instructions:

Actual installation date may vary due to schedules

Centennial Park Playground - Picnic Shelter

Excludes permits or inspection fees for shelter or play equipment, if required.

SALES	PO NUMBER	Estimated SHIP DATE	SHIP VIA	TERMS
MSphatt		12-13 week lead time		50% upon order
QTY.	DESCRIPTION	UNIT PRICE	AMOUNT	
1	SII Custom Shelter-16' x 16' Steel Frame Gable End Square Shelter	\$15,293.00		\$15,293.00
	#0106156; 8-'6" eave height: 4 custom Quad column design,Std Surface Mount,			\$0.00
	6:12 pitch; Superdurate Polyester TGIC 6 mil thick Powder coated Framework using			\$0.00
	Std color options, 2" x6" #1 grade T&G Decking w/24 Ga. 16" Wide x 1-3/4" Deep			\$0.00
	Medallion Lock 50 KSI Standing Seam Hidden Fastener Kynar 500 Coated Pre-Cut			\$0.00
	Metal Roofing using Standard Colors options; Includes Laminate Chalette ends			\$0.00
6	Optional Electrical Access panels- 1 Light, 1 Switch, 1 Outlet	\$86.67		\$520.02
1	Optional Cupola	\$1,176.00		\$1,176.00
1	Engineering Sealed & Stamped drawings	\$850.00		\$850.00
1	Freight for shelter drop shipped to job site- excludes unloading	\$5,300.00		\$5,300.00
1	Installation of custom 16'x16' shelter. Excludes concrete slab.	\$8,500.00		\$8,500.00
	Includes concrete footings upto 3'x3', Engineering may change footing size.			\$0.00
	<i>Installation of shelter to take place at same time as play equipment.</i>			\$0.00
	<i>If installed at a separate time, additional costs will apply</i>			\$0.00

Equipment quoted prices are valid for 30 days from date of quote. Owner is responsible for location of all irrigation and drainage system components. All Around Recreation, LLC is not responsible for system damage caused by failure to properly locate components or construction delays due to improper site preparation. Site preparation and installation is the responsibility of the owner/customer unless noted on quote. Final Freight costs will be determined at time of order. Installation costs, all permits, engineer inspections, soils reports are excluded unless specifically noted in detail on quote. **ADDITIONAL 5% FEE will apply for ALL Payments made with a Credit Card.**

SUBTOTAL	\$ 31,639.02
TAX RATE	
SALES TAX	-
Other	
TOTAL	\$ 31,639.02

Quotation does NOT include applicable state and local taxes, unless otherwise noted.To accept this quotation, please sign and return to All Around Recreation:

Signature: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Matt Sturgeon, City Manager

DATE: November 21, 2016

SUBJECT: Rifle Chief of Police Appointment

REQUESTED ACTION

Pursuant to Section 2-5-20 of the Rifle Municipal Code, I request the City Council confirm the appointment of Thomas (Tommy) Klein to the position of Rifle Police Chief.