



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

December 3, 2025
7:00 PM
202 Railroad Avenue, Rifle, CO 81650

6:00 PM - Workshop Meeting

Discussion and Review

- a. Receive Q3 2025 Financial Update (1/1/2025 - 9/30/2025)
- b. 2026 Boards & Committees List

7:00 PM - Organizational / Regular Meeting

- 1. **Call to Order**
- 2. **Pledge of Allegiance**
- 3. **Oaths of Office**
- 4. **Roll Call**
- 5. **Election of Mayor**
- 6. **Appointment of Mayor Pro Tem**
- 7. **Board Appointments / Council Representatives**
- 8. **Public Comment** *(Maximum time permitted for Public Comment is 3 minutes per person)
*(Reserved for general comments or items on the agenda that are not a public hearing)
- 9. **Consent Agenda**
 - 9.a. Consider Minutes of the November 5, 2025 Regular Meeting
 - 9.b. Consider Minutes of the November 19, 2025 Regular Meeting
- 10. **Action, if any, on Workshop Items**
- 11. **Regular Agenda**
 - 11.a. Consider Approval of Contract for Animal Services with Journey Home for 2026

- 11.b.** Consider Approving Final Subdivision Plan and Final Subdivision Plat for Vetter Filing No. 2 Subdivision - Ordinance No. 15, Series of 2025 (1st Reading)
- 11.c.** Consider Purchase of Scale Computing Hyperconverged Infrastructure and Resolution No. 26, Series of 2025
- 11.d.** Consider 2025 Mill Levy Certification for the 2026 Fiscal Year - Resolution No. 25, Series of 2025
- 11.e.** Consider Approving the Street Facade Grant Application for 101 East 3rd St
- 11.f.** Consider Approving the Greater Rifle Improvement Team Advisory Board (GRIT) Grant Application for the New Ute Theater Society
- 11.g.** Consider Approval of Purchase of a John Deere 35 P-Tier Compact Excavator for the Cemetery

12. Administrative Reports

- 12.a.** Report to City Manager

13. Comments from Mayor and Council

14. Adjournment

ACCESSIBILITY STATEMENT

The City of Rifle values full inclusion and access for all of our facilities, programs, activities and services. We are pleased to provide meaningful accommodations to comply with the Americans with Disabilities Act (ADA) and reasonably provide translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services. To request special assistance, call City Clerk Alexis Ramirez at 970-665-6405 or email our ADA Team at ADATeam@rifleco.org. Please allow 48 hours for your requests to be met.

La Ciudad de Rifle valora la plena inclusión y acceso para todas nuestras instalaciones, programas, actividades y servicios. Nos complace proporcionar alojamientos significativos para cumplir con la Ley de Estados Unidos con Discapacidades (ADA) y proporcionar razonablemente traducciones, interpretaciones, modificaciones, adaptaciones, formatos alternativos, ayudas auxiliares y servicios. Para solicitar asistencia especial, llame a la City Clerk Alexis Ramirez al 970-665-6405 o envíe un correo electrónico a el equipo ADA a ADATeam@rifleco.org. Por favor, permita 48 horas para que se atiendan sus solicitudes.



Agenda Item #a.

Agenda Item Name:

Receive Q3 2025 Financial Update (1/1/2025 - 9/30/2025)

Presenter:

Scott Rust, Finance Director

Item Description:

A financial update will be given based on data through 9/30/2025. Specifically, a report on sales tax collections, an analysis of budget to actual expenditures and revenues year-to-date, and an investment report will be presented.

Recommended Action:

N/A

Fiscal Impact:

Overall, the City of Rifle is in a strong financial position. Even with numerous large-scale projects across the City requiring large cash outflows, the City continues to maintain reserves and primarily operate on ongoing, recent inflows for cash flow needs. This has allowed for the excess reserves to sit in pooled investments, increasing investment earnings which continue to compound. These cash inflows utilized for cash flow needs are primarily related to sales & use tax collections. 2025 sales tax collections are currently exceeding budget estimates. In total, through 2025 Q3 sales tax revenues are \$633,223.49 or 5.30% over prior year collections, year-to-date. Taking into consideration the fact that budgeted sales tax revenues were estimated to be equal to 2024 collections (0.00%), this could potentially allow the City to pursue additional projects or to further increase reserves if this rate of collection continues through the end of the year. Staff will remain vigilant and continue to closely monitor revenue streams and expenditure patterns for volatility.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

In order to keep the Council informed of the City of Rifle's financial performance, quarterly reports are given. This financial report covers the timeframe between 1/1/2025 through 9/30/2025.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Scott Rust, Finance Director

Attachments:

1. 2025 Q3 Financial Update Presentation
2. City of Rifle Unaudited Financial Report 9.30.25
3. City of Rifle Sales Tax Report 9.30.25
4. City of Rifle Investment Report 9.30.25

City of Rifle Financial Update

for the time period of 01/01/2025 – 9/30/2025

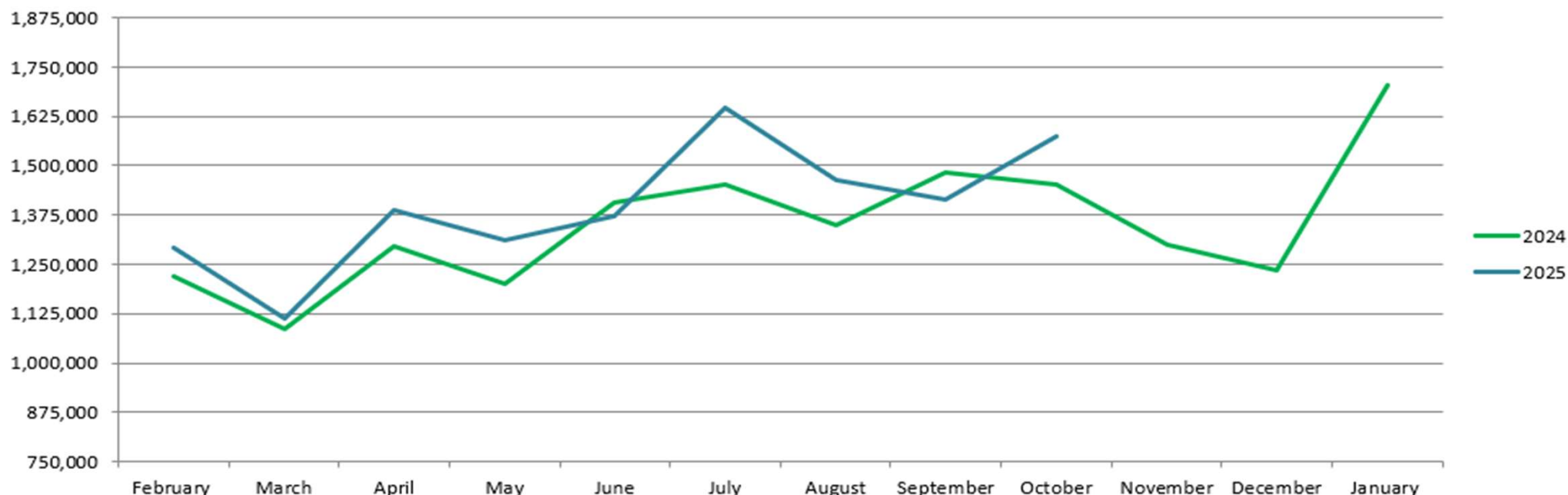


12/03/2025

Sales Tax Collections 2025 YTD

	ANNUAL TOTAL COLLECTIONS			
City Business	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff
BARS & RESTAURANTS	\$ 1,011,577.24	\$ 1,008,212.63	\$ 3,364.61	0.33%
RETAIL MARIJUANA	\$ 195,597.38	\$ 199,787.66	(4,190.28)	-2.10%
UTILITIES	\$ 517,580.87	\$ 493,743.58	23,837.29	4.83%
USE TAX/OTHER MISC	\$ 366,219.63	\$ 389,174.24	(22,954.61)	-5.90%
OIL & GAS	\$ 191,576.35	\$ 157,058.10	34,518.25	21.98%
LODGING	\$ 468,217.98	\$ 455,120.43	13,097.55	2.88%
LIQUOR STORES	\$ 218,283.63	\$ 175,951.73	42,331.90	24.06%
HVAC	\$ 9,752.23	\$ 10,117.16	(364.93)	-3.61%
HARDWARE	\$ 228,699.73	\$ 236,898.12	(8,198.39)	-3.46%
GENERAL RETAIL	\$ 4,927,942.54	\$ 4,750,087.71	177,854.83	3.74%
FOOD	\$ 1,827,200.92	\$ 1,809,572.69	17,628.23	0.97%
EXCISE	\$ 17,032.93	\$ 28,454.81	(11,421.88)	-40.14%
CONTRACTOR	\$ 13,974.87	\$ 23,694.59	(9,719.72)	-41.02%
CAR PARTS & SALES	\$ 657,227.83	\$ 548,078.99	109,148.84	19.91%
SUTS (CO SALES & USE TAX SYSTEM)	\$ 392,842.75	\$ 251,360.86	141,481.89	56.29%
Total MuniRev	\$ 11,043,726.88	\$ 10,537,313.30	\$ 506,413.58	4.81%
BUILDING USE TAX (Month Collected)	\$ 347,207.86	\$ 303,812.17	43,395.69	14.28%
MOTOR VEHICLE USE TAX (Month Collected)	\$ 1,185,046.78	\$ 1,101,632.56	83,414.22	7.57%
Grand Total	\$ 12,575,981.52	\$ 11,942,758.03	\$ 633,223.49	5.30%

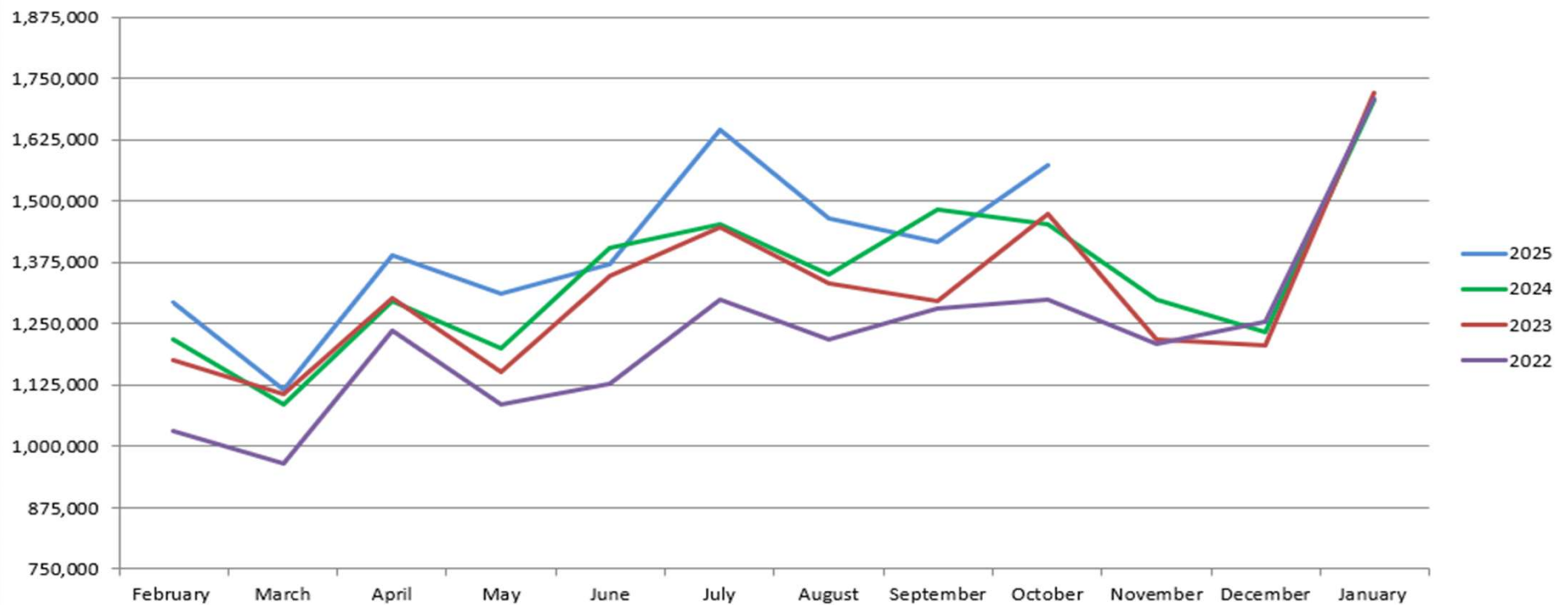
City of Rifle - Sales and Use Tax Collected



Month	2025	2024	Month % Change	Year to Date % Change
February	\$ 1,291,883.10	\$ 1,217,975.92	6.07%	<u>6.07%</u>
March	1,114,109.04	1,084,796.78	2.70%	<u>4.48%</u>
April	1,389,076.42	1,294,733.69	7.29%	<u>5.49%</u>
May	1,310,285.03	1,200,917.05	9.11%	<u>6.40%</u>
June	1,371,564.56	1,405,364.33	-2.41%	<u>4.40%</u>
July	1,645,900.79	1,452,413.36	13.32%	<u>6.09%</u>
August	1,464,041.85	1,349,030.87	8.53%	<u>6.46%</u>
September	1,415,860.51	1,484,281.75	-4.61%	<u>4.89%</u>
October	1,573,260.22	1,453,244.28	8.26%	<u>5.30%</u>
November		1,298,688.00	-100.00%	
December		1,234,060.09	-100.00%	
January		1,705,123.88	-100.00%	
TOTAL	\$ 12,575,981.52	\$ 16,180,630.00	-22.28%	

Month	2025	2024	2023	2022	2024%	2023%	2022%	AVG %
February	\$ 1,291,883.10	\$ 1,217,975.92	\$ 1,176,714.85	\$ 1,031,620.45				
March	\$ 1,114,109.04	\$ 1,084,796.78	\$ 1,106,217.65	\$ 963,782.65				
April	\$ 1,389,076.42	\$ 1,294,733.69	\$ 1,302,675.06	\$ 1,234,682.37	22.23%	22.72%	21.95%	22.30%
May	\$ 1,310,285.03	\$ 1,200,917.05	\$ 1,152,203.51	\$ 1,086,628.93				
June	\$ 1,371,564.56	\$ 1,405,364.33	\$ 1,345,976.44	\$ 1,128,103.99				
July	\$ 1,645,900.79	\$ 1,452,413.36	\$ 1,446,882.67	\$ 1,299,788.74	25.08%	25.00%	23.89%	24.66%
August	\$ 1,464,041.85	\$ 1,349,030.87	\$ 1,333,600.69	\$ 1,216,692.79				
September	\$ 1,415,860.51	\$ 1,484,281.75	\$ 1,297,429.18	\$ 1,281,197.75				
October	\$ 1,573,260.22	\$ 1,453,244.28	\$ 1,472,397.92	\$ 1,299,652.58	26.49%	26.01%	25.81%	26.10%
November		\$ 1,298,688.00	\$ 1,218,990.66	\$ 1,208,790.91				
December		\$ 1,234,060.09	\$ 1,206,166.56	\$ 1,254,580.74				
January		\$ 1,705,123.88	\$ 1,719,917.08	\$ 1,708,147.69	26.19%	26.27%	28.35%	26.94%
TOTAL	\$ 12,575,981.52	\$ 16,180,630.00	\$ 15,779,172.27	\$ 14,713,669.59				

City of Rifle - Sales & Use Tax Collected (4 yr Comparison)



Revenue -Budget to Actual by Fund

City of Rifle						Budget Date	9/30/2025
Budget to Actual: Cost Center Overview						Actual Date	9/30/2025
GL Budget	GL Budget Title	Budget	Actual	Amount Remaining	% Earned	Fund	
100-3000	General Fund Revenue	\$ (13,237,071.84)	\$ (10,505,854.79)	\$ (2,731,217.05)	79.37%	100	
201-3000	SIF Revenue	\$ (9,154,572.37)	\$ (3,839,569.99)	\$ (5,315,002.38)	41.94%	201	
201-3003	SIF Revenue	\$ (150,000.00)	\$ (132,154.06)	\$ (17,845.94)	88.10%	201	
202-3000	CTF Revenue	\$ (149,502.52)	\$ (102,321.26)	\$ (47,181.26)	68.44%	202	
204-3000	VIF Revenue	\$ (273,438.63)	\$ (208,209.99)	\$ (65,228.64)	76.15%	204	
205-3000	DDA Fund Revenue	\$ (71,355.72)	\$ (57,840.75)	\$ (13,514.97)	81.06%	205	
206-3000	Capital Fund Revenue	\$ (80,930.09)	\$ (53,100.69)	\$ (27,829.40)	65.61%	206	
207-3000	TIF Revenue	\$ (620,057.20)	\$ (420,099.19)	\$ (199,958.01)	67.75%	207	
208-3000	URA Fund Revenue	\$ (238,006.91)	\$ (160,392.28)	\$ (77,614.63)	67.39%	208	
210-3000	Parks and Rec - Revenue	\$ (5,127,581.61)	\$ (3,788,062.04)	\$ (1,339,519.57)	73.88%	210	
310-3000	Water Fund Revenue	\$ (4,662,234.60)	\$ (4,114,330.75)	\$ (547,903.85)	88.25%	310	
310-3002	Water Rights Revenue	\$ (25,000.00)	\$ (19,855.96)	\$ (5,144.04)	79.42%	310	
310-3003	System Improvement Revenue	\$ (1,663,000.00)	\$ (240,885.44)	\$ (1,422,114.56)	14.48%	310	
310-3004	Debt Service Revenue	\$ (3,339,225.42)	\$ (2,540,979.49)	\$ (798,245.93)	76.09%	310	
320-3000	Waste Water Fund Revenue	\$ (4,585,981.00)	\$ (3,736,430.82)	\$ (849,550.18)	81.48%	320	
320-3003	Waste Water System Improvement Revenue	\$ (250,000.00)	\$ (219,233.96)	\$ (30,766.04)	87.69%	320	
330-3000	Sanitation Fund Revenue	\$ (950,186.62)	\$ (722,896.59)	\$ (227,290.03)	76.08%	330	
401-3000	Cemetery Perpetual Care Revenue	\$ (28,808.30)	\$ (18,299.27)	\$ (10,509.03)	63.52%	401	
610-3000	Fleet Fund Revenue	\$ (765,894.46)	\$ (580,525.60)	\$ (185,368.86)	75.80%	610	
610-3003	Fleet Fund System Improvements Revenue	\$ (573,000.00)	\$ (567,331.99)	\$ (5,668.01)	99.01%	610	
620-3000	IT Fund Revenue	\$ (1,230,086.55)	\$ (919,575.27)	\$ (310,511.28)	74.76%	620	
620-3003	IT Fund System Improvement Revenue	\$ -	\$ -	\$ -	N/B	620	
Total All Revenue Center GL Budgets		\$ (47,175,933.84)	\$ (32,947,950.18)	\$ (14,227,983.66)	69.84%		

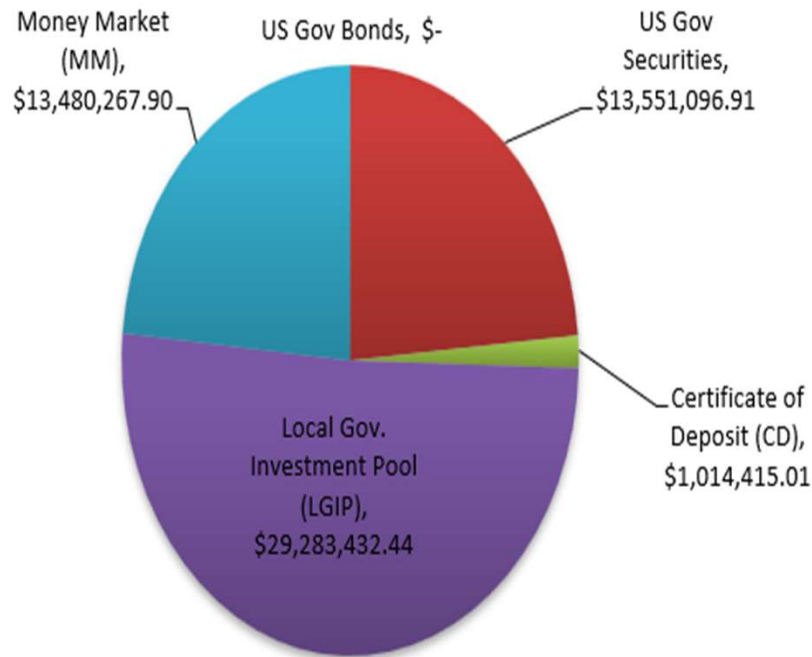
Expenditures -Budget to Actual by Fund

City of Rifle					Budget Date	9/30/2025	
Budget to Actual: Cost Center Overview					Actual Date	9/30/2025	
Fund	Fund Title	Budgeted Expenditures	Actual Expenditures	Encumbrances	Amount Remaining	% Spent w/out ENC	% Spent w/ ENC
100	General Fund	\$14,716,909.95	\$ 9,620,248.14	\$ 273,408.44	\$ 4,823,253.37	65.37%	67.23%
201	Street Improvement Fund	\$ 9,470,627.29	\$ 2,767,843.37	\$ 2,149,647.01	\$ 4,553,136.91	29.23%	51.92%
202	Conservation Trust Fund	\$ 270,000.00	\$ -	\$ -	\$ 270,000.00	0.00%	0.00%
204	Visitor Improvement Fund	\$ 392,175.42	\$ 251,603.00	\$ 36,200.99	\$ 104,371.43	64.16%	73.39%
205	Downtown Development Fund	\$ 70,647.15	\$ 49,845.59	\$ -	\$ 20,801.56	70.56%	70.56%
206	Capital Improvement Fund	\$ 352,500.00	\$ 94,650.00	\$ 166,173.48	\$ 91,676.52	26.85%	73.99%
207	Tourism & Industry Fund	\$ 789,738.68	\$ 603,787.93	\$ -	\$ 185,950.75	76.45%	76.45%
208	Urban Renewal Authority Fund	\$ 35,000.00	\$ 13,507.11	\$ 24,112.89	\$ (2,620.00)	38.59%	107.49%
210	Parks & Recreation Fund	\$ 9,504,988.72	\$ 3,456,944.85	\$ 5,277,640.74	\$ 770,403.13	36.37%	91.89%
310	Water Fund	\$12,116,706.69	\$ 8,211,335.68	\$ 8,191,337.91	\$ (4,285,966.90)	67.77%	135.37%
320	Waste Water Fund	\$ 4,095,387.29	\$ 3,704,875.47	\$ 450,650.78	\$ (60,138.96)	90.46%	101.47%
330	Sanitation Fund	\$ 1,024,145.28	\$ 662,370.70	\$ 23,200.00	\$ 338,574.58	64.68%	66.94%
401	Cemetery Perpetual Care Fund	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%	0.00%
610	Fleet Maintenance Fund	\$ 1,248,451.30	\$ 1,014,652.43	\$ 16,800.00	\$ 216,998.87	81.27%	82.62%
620	Information Tech Maintenance Fund	\$ 1,219,602.94	\$ 886,734.69	\$ 25,786.30	\$ 307,081.95	72.71%	74.82%
	TOTAL ALL FUNDS	\$55,311,880.71	\$ 31,338,398.96	\$ 16,634,958.54	\$ 7,338,523.21	56.66%	86.73%

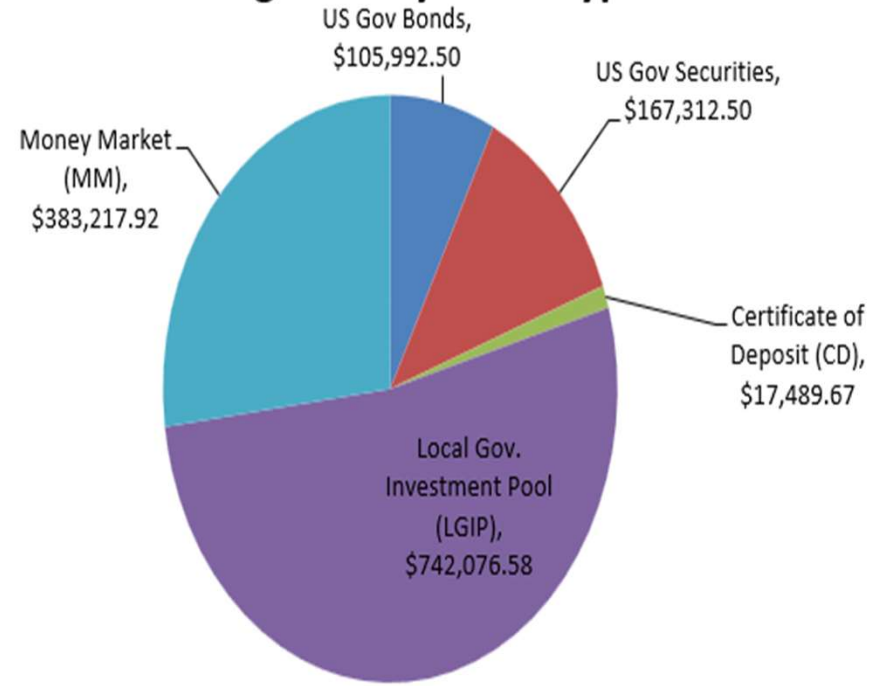
City of Rifle					Budget Date	9/30/2025	
Budget to Actual: Cost Center Overview					Actual Date	9/30/2025	
GL Budget	GL Budget Title	Bdgt Expenditures	Actual Expenditures	Encumbrances	Amount Remaining	% Spent w/out ENC	% Spent w/ ENC
100-4111	Mayor and City Council	\$ 213,813.22	\$ 154,575.20	\$ 7,000.00	\$ 52,238.02	72.29%	75.57%
100-4114	City Clerk	\$ 274,630.27	\$ 157,523.15	\$ -	\$ 117,107.12	57.36%	57.36%
100-4121	Municipal Court	\$ 331,321.93	\$ 224,166.86	\$ -	\$ 107,155.07	67.66%	67.66%
100-4132	Administration	\$ 497,012.32	\$ 438,295.35	\$ -	\$ 58,716.97	88.19%	88.19%
100-4135	Human Resources	\$ 410,913.45	\$ 214,497.45	\$ -	\$ 196,416.00	52.20%	52.20%
100-4151	Finance	\$ 836,266.11	\$ 563,021.97	\$ 18,212.58	\$ 255,031.56	67.33%	69.50%
100-4153	Attorney	\$ 340,000.00	\$ 203,681.67	\$ -	\$ 136,318.33	59.91%	59.91%
100-4191	Community Development	\$ 723,562.54	\$ 556,092.87	\$ -	\$ 167,469.67	76.85%	76.85%
100-4195	Grounds and Facilities	\$ 612,478.26	\$ 456,168.33	\$ 37,473.50	\$ 118,836.43	74.48%	80.60%
100-4199	Community TV	\$ 347,279.52	\$ 204,302.97	\$ 25.54	\$ 142,951.01	58.83%	58.84%
100-4210	Police	\$ 4,943,687.11	\$ 3,453,248.62	\$ 10,647.43	\$ 1,479,791.06	69.85%	70.07%
100-4240	Building Inspection	\$ 146,098.46	\$ 106,904.66	\$ -	\$ 39,193.80	73.17%	73.17%
100-4310	Public Works	\$ 2,364,493.68	\$ 1,473,272.18	\$ 102,095.34	\$ 789,126.16	62.31%	66.63%
100-4311	PW - Right of Way Maintenance	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	0.00%	0.00%
100-4317	Engineering	\$ 392,287.10	\$ 254,956.27	\$ 3,008.80	\$ 134,322.03	64.99%	65.76%
100-4514	Senior Center	\$ 533,322.96	\$ 361,768.78	\$ -	\$ 171,554.18	67.83%	67.83%
100-4800	Non-Departmental	\$ 875,743.02	\$ 565,515.79	\$ 94,945.25	\$ 215,281.98	64.58%	75.42%
100-4910	Transfers	\$ 789,000.00	\$ 232,256.02	\$ -	\$ 556,743.98	29.44%	29.44%
201-4312	SIF Operational Expenditures	\$ 4,425,627.29	\$ 2,140,879.86	\$ 1,838,993.14	\$ 445,754.29	48.37%	89.93%
201-4313	SIF Capital Expenditures	\$ 5,045,000.00	\$ 626,963.51	\$ 310,653.87	\$ 4,107,382.62	12.43%	18.59%
202-4517	CTF Operational Expense	\$ 270,000.00	\$ -	\$ -	\$ 270,000.00	0.00%	0.00%
204-4650	VIF Operational Expense	\$ 392,175.42	\$ 251,603.00	\$ 36,200.99	\$ 104,371.43	64.16%	73.39%
205-4651	DDA Fund Operational Expense	\$ 70,647.15	\$ 49,845.59	\$ -	\$ 20,801.56	70.56%	70.56%
206-4900	Capital Fund Operational Expense	\$ 352,500.00	\$ 94,650.00	\$ 166,173.48	\$ 91,676.52	26.85%	73.99%
207-4650	TIF Operational Expense	\$ 789,738.68	\$ 603,787.93	\$ -	\$ 185,950.75	76.45%	76.45%
208-4650	URA Fund Operational Expense	\$ 35,000.00	\$ 13,507.11	\$ 24,112.89	\$ (2,620.00)	38.59%	107.49%
210-4512	Parks and Rec - Recreation Ops	\$ 1,013,582.88	\$ 607,418.78	\$ -	\$ 406,164.10	59.93%	59.93%
210-4513	Parks and Rec - Pool Ops	\$ 690,895.15	\$ 594,489.87	\$ 35,041.00	\$ 61,364.28	86.05%	91.12%
210-4521	Parks and Rec - Parks Ops	\$ 1,960,355.03	\$ 1,594,129.40	\$ 26,833.24	\$ 339,392.39	81.32%	82.69%
210-4523	Parks and Rec - Parks Capital	\$ 5,594,116.00	\$ 434,825.76	\$ 5,215,766.50	\$ (56,476.26)	7.77%	101.01%
210-4800	Parks and Rec - NonDepartmental	\$ 62,039.66	\$ 49,421.26	\$ -	\$ 12,618.40	79.66%	79.66%
210-4910	Parks and Rec - Transfers	\$ 184,000.00	\$ 176,659.78	\$ -	\$ 7,340.22	96.01%	96.01%
310-4331	Water Fund Operational Expense	\$ 2,847,639.69	\$ 2,048,342.93	\$ 227,443.41	\$ 571,853.35	71.93%	79.92%
310-4332	Water Rights Operational Expense	\$ 78,200.00	\$ 21,221.94	\$ -	\$ 56,978.06	27.14%	27.14%
310-4333	Sys. Improvement Operational Expense	\$ 7,410,000.00	\$ 4,650,729.71	\$ 7,963,894.50	\$ (5,204,624.21)	62.76%	170.24%
310-4334	Debt Service Operational Expense	\$ 1,441,855.00	\$ 1,441,854.46	\$ -	\$ 0.54	100.00%	100.00%
310-4335	Debt Service Operational Expense	\$ 339,012.00	\$ 49,186.64	\$ -	\$ 289,825.36	14.51%	14.51%
320-4325	Waste Water Operational Expense	\$ 4,095,387.29	\$ 3,704,875.47	\$ 450,650.78	\$ (60,138.96)	90.46%	101.47%
330-4320	Sanitation Fund Operational Expense	\$ 1,022,145.28	\$ 660,870.70	\$ 23,200.00	\$ 338,074.58	64.66%	66.92%
330-4900	Sanitation Fund Transfers	\$ 2,000.00	\$ 1,500.00	\$ -	\$ 500.00	75.00%	75.00%
401-4422	Cemetery Perpetual Care Expense	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%	0.00%
610-4196	Fleet Fund Operational Expense	\$ 675,451.30	\$ 461,762.11	\$ -	\$ 213,689.19	68.36%	68.36%
610-4900	Fleet Fund - Capital	\$ 573,000.00	\$ 552,890.32	\$ 16,800.00	\$ 3,309.68	96.49%	99.42%
620-4192	IT Fund Operational Expense	\$ 1,097,102.94	\$ 792,866.92	\$ 57.30	\$ 304,178.72	72.27%	72.27%
620-4901	IT Fund Capital	\$ 122,500.00	\$ 93,867.77	\$ 25,729.00	\$ 2,903.23	76.63%	97.63%
Total All Cost Center GL Budgets		\$ 55,311,880.71	\$ 31,338,398.96	\$ 16,634,958.54	\$ 7,338,523.21	56.66%	86.73%

Investment Portfolio (9/30/2025)

Investment Portfolio Asset Mix



Earnings YTD by Asset Type



- Portfolio Market Value - \$57,329,212.26
 - 0.00% Bonds, 23.64% Securities, 1.77% CD, 51.08% LGIP, 23.51% MM
- Total YTD Earnings - \$1,416,089.17
- Unrealized Gain/Loss - \$(117,660.59)

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
GENERAL REVENUES	10,505,854.79	10,505,854.79	13,237,071.84	2,731,217.05	79.4
	10,505,854.79	10,505,854.79	13,237,071.84	2,731,217.05	79.4
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	154,575.20	154,575.20	213,813.22	59,238.02	72.3
CITY CLERK	157,523.15	157,523.15	274,630.27	117,107.12	57.4
MUNICIPAL COURT	224,166.86	224,166.86	331,321.93	107,155.07	67.7
CITY MANAGER	438,295.35	438,295.35	497,012.32	58,716.97	88.2
HUMAN RESOURCES	214,497.45	214,497.45	410,913.45	196,416.00	52.2
FINANCE	563,021.97	563,021.97	836,266.11	273,244.14	67.3
ATTORNEY	203,681.67	203,681.67	340,000.00	136,318.33	59.9
COMMUNITY DEVELOPMENT	556,092.87	556,092.87	723,562.54	167,469.67	76.9
GROUNDS AND FACILITY MAINT.	456,168.33	456,168.33	612,478.26	156,309.93	74.5
COMMUNITY INVOLVEMT MULTIMEDI	204,302.97	204,302.97	347,279.52	142,976.55	58.8
POLICE	3,453,248.62	3,453,248.62	4,943,687.11	1,490,438.49	69.9
BUILDING INSPECTIONS	106,904.66	106,904.66	146,098.46	39,193.80	73.2
PUBLIC WORKS	1,473,272.18	1,473,272.18	2,364,493.68	891,221.50	62.3
PW - RIGHT OF WAY MAINTENANCE	.00	.00	85,000.00	85,000.00	.0
PW - ENGINEERING	254,956.27	254,956.27	392,287.10	137,330.83	65.0
SENIOR CENTER	361,768.78	361,768.78	533,322.96	171,554.18	67.8
NON DEPARTMENTAL	565,688.79	565,688.79	875,743.02	310,054.23	64.6
OPERATING TRANSFERS OUT	232,256.02	232,256.02	789,000.00	556,743.98	29.4
	9,620,421.14	9,620,421.14	14,716,909.95	5,096,488.81	65.4
	885,433.65	885,433.65	(1,479,838.11)	(2,365,271.76)	59.8

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
GENERAL REVENUES	3,839,569.99	3,839,569.99	9,154,572.37	5,315,002.38	41.9
CAPITAL REVENUES	132,154.06	132,154.06	150,000.00	17,845.94	88.1
	<u>3,971,724.05</u>	<u>3,971,724.05</u>	<u>9,304,572.37</u>	<u>5,332,848.32</u>	<u>42.7</u>
<u>EXPENDITURES</u>					
PAVED STREETS	2,140,879.86	2,140,879.86	4,425,627.29	2,284,747.43	48.4
CONSTRUCTION PROJECT	626,963.51	626,963.51	5,045,000.00	4,418,036.49	12.4
	<u>2,767,843.37</u>	<u>2,767,843.37</u>	<u>9,470,627.29</u>	<u>6,702,783.92</u>	<u>29.2</u>
	<u>1,203,880.68</u>	<u>1,203,880.68</u>	<u>(166,054.92)</u>	<u>(1,369,935.60)</u>	<u>725.0</u>

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CONSERVATION TRUST REVENUE	102,321.26	102,321.26	149,502.52	47,181.26	68.4
	102,321.26	102,321.26	149,502.52	47,181.26	68.4
<u>EXPENDITURES</u>					
CONSERVATION TRUST	.00	.00	270,000.00	270,000.00	.0
	.00	.00	270,000.00	270,000.00	.0
	102,321.26	102,321.26	(120,497.48)	(222,818.74)	84.9

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

VISITOR IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	208,209.99	208,209.99	273,438.63	65,228.64	76.2
	208,209.99	208,209.99	273,438.63	65,228.64	76.2
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	251,603.00	251,603.00	392,175.42	140,572.42	64.2
	251,603.00	251,603.00	392,175.42	140,572.42	64.2
	(43,393.01)	(43,393.01)	(118,736.79)	(75,343.78)	(36.6)

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

DOWNTOWN DEVELOPMENT DISTRICT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
DOWNTOWN DEVELOPMENT	57,840.75	57,840.75	71,355.72	13,514.97	81.1
	57,840.75	57,840.75	71,355.72	13,514.97	81.1
<u>EXPENDITURES</u>					
DOWNTOWN DEVELOPMENT	49,845.59	49,845.59	70,647.15	20,801.56	70.6
	49,845.59	49,845.59	70,647.15	20,801.56	70.6
	7,995.16	7,995.16	708.57	(7,286.59)	1128.4

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
CAPITAL REVENUE	53,100.69	53,100.69	80,930.09	27,829.40	65.6
	53,100.69	53,100.69	80,930.09	27,829.40	65.6
<u>EXPENDITURES</u>					
CAPITAL IMPROVEMENTS	94,650.00	94,650.00	352,500.00	257,850.00	26.9
	94,650.00	94,650.00	352,500.00	257,850.00	26.9
	(41,549.31)	(41,549.31)	(271,569.91)	(230,020.60)	(15.3)

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

TOURISM & INDUSTRY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TOURISM & INDUSTRY	420,099.19	420,099.19	620,057.20	199,958.01	67.8
	420,099.19	420,099.19	620,057.20	199,958.01	67.8
<u>EXPENDITURES</u>					
TOURISM & INDUSTRY	603,787.93	603,787.93	789,738.68	185,950.75	76.5
	603,787.93	603,787.93	789,738.68	185,950.75	76.5
	(183,688.74)	(183,688.74)	(169,681.48)	14,007.26	(108.3)

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

URBAN RENEWAL AUTHORITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
URBAN RENEWAL	160,392.28	160,392.28	238,006.91	77,614.63	67.4
	160,392.28	160,392.28	238,006.91	77,614.63	67.4
<u>EXPENDITURES</u>					
URBAN RENEWAL	13,507.11	13,507.11	35,000.00	21,492.89	38.6
	13,507.11	13,507.11	35,000.00	21,492.89	38.6
	146,885.17	146,885.17	203,006.91	56,121.74	72.4

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

PARKS & RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PARKS AND REC REVENUE	3,788,062.04	3,788,062.04	5,127,581.61	1,339,519.57	73.9
	3,788,062.04	3,788,062.04	5,127,581.61	1,339,519.57	73.9
<u>EXPENDITURES</u>					
RECREATION	607,418.78	607,418.78	1,013,582.88	406,164.10	59.9
POOL	595,411.65	595,411.65	690,895.15	95,483.50	86.2
PARK MAINTENANCE	1,595,381.26	1,595,381.26	1,960,355.03	364,973.77	81.4
PARKS CAPITAL	434,825.76	434,825.76	5,594,116.00	5,159,290.24	7.8
NON-DEPARTMENTAL	49,421.26	49,421.26	62,039.66	12,618.40	79.7
OPERATING TRANSFER OUT	176,659.78	176,659.78	184,000.00	7,340.22	96.0
	3,459,118.49	3,459,118.49	9,504,988.72	6,045,870.23	36.4
	328,943.55	328,943.55	(4,377,407.11)	(4,706,350.66)	7.5

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
WATER REVENUE	4,114,330.75	4,114,330.75	4,662,234.60	547,903.85	88.3
WATER RIGHTS REVENUE	19,855.96	19,855.96	25,000.00	5,144.04	79.4
CAPITAL REVENUE	240,885.44	240,885.44	1,663,000.00	1,422,114.56	14.5
WTP SALES & USE TAX REVENUES	2,540,979.49	2,540,979.49	3,339,225.42	798,245.93	76.1
	<u>6,916,051.64</u>	<u>6,916,051.64</u>	<u>9,689,460.02</u>	<u>2,773,408.38</u>	<u>71.4</u>
<u>EXPENDITURES</u>					
WATER O&H	2,048,342.93	2,048,342.93	2,847,639.69	799,296.76	71.9
WATER RIGHTS	21,221.94	21,221.94	78,200.00	56,978.06	27.1
WATER SYSTEM IMPROVEMENTS	4,650,729.71	4,650,729.71	7,410,000.00	2,759,270.29	62.8
WATER TREATMENT PLANT DEBT	1,441,854.46	1,441,854.46	1,441,855.00	.54	100.0
WATER TANK DEBT	49,186.64	49,186.64	339,012.00	289,825.36	14.5
	<u>8,211,335.68</u>	<u>8,211,335.68</u>	<u>12,116,706.69</u>	<u>3,905,371.01</u>	<u>67.8</u>
	<u>(1,295,284.04)</u>	<u>(1,295,284.04)</u>	<u>(2,427,246.67)</u>	<u>(1,131,962.63)</u>	<u>(53.4)</u>

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
WASTE WATER REVENUE	3,736,430.82	3,736,430.82	4,585,981.00	849,550.18	81.5
WASTEWATER SYS IMPROVE	219,233.96	219,233.96	250,000.00	30,766.04	87.7
	<u>3,955,664.78</u>	<u>3,955,664.78</u>	<u>4,835,981.00</u>	<u>880,316.22</u>	<u>81.8</u>
<u>EXPENDITURES</u>					
SEWER O&H	3,704,875.47	3,704,875.47	4,095,387.29	390,511.82	90.5
	<u>3,704,875.47</u>	<u>3,704,875.47</u>	<u>4,095,387.29</u>	<u>390,511.82</u>	<u>90.5</u>
	<u>250,789.31</u>	<u>250,789.31</u>	<u>740,593.71</u>	<u>489,804.40</u>	<u>33.9</u>

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
USER FEES	722,896.59	722,896.59	950,186.62	227,290.03	76.1
	722,896.59	722,896.59	950,186.62	227,290.03	76.1
<u>EXPENDITURES</u>					
SANITATION OPERATIONS	660,870.70	660,870.70	1,022,145.28	361,274.58	64.7
SANITATION TRANSFERS	1,500.00	1,500.00	2,000.00	500.00	75.0
	662,370.70	662,370.70	1,024,145.28	361,774.58	64.7
	60,525.89	60,525.89	(73,958.66)	(134,484.55)	81.8

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

CEMETERY PERPETUAL CARE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PERPETUAL CARE	18,299.27	18,299.27	28,808.30	10,509.03	63.5
	18,299.27	18,299.27	28,808.30	10,509.03	63.5
<u>EXPENDITURES</u>					
CEMETERY PERPETUAL CARE	.00	.00	5,000.00	5,000.00	.0
	.00	.00	5,000.00	5,000.00	.0
	18,299.27	18,299.27	23,808.30	5,509.03	76.9

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

FLEET MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
FLEET REVENUES	584,967.19	584,967.19	765,894.46	180,927.27	76.4
OTHER FLEET	567,331.99	567,331.99	573,000.00	5,668.01	99.0
	<u>1,152,299.18</u>	<u>1,152,299.18</u>	<u>1,338,894.46</u>	<u>186,595.28</u>	<u>86.1</u>
<u>EXPENDITURES</u>					
FLEET MAINTENANCE	462,762.11	462,762.11	675,451.30	212,689.19	68.5
CAPITAL	552,890.32	552,890.32	573,000.00	20,109.68	96.5
	<u>1,015,652.43</u>	<u>1,015,652.43</u>	<u>1,248,451.30</u>	<u>232,798.87</u>	<u>81.4</u>
	<u>136,646.75</u>	<u>136,646.75</u>	<u>90,443.16</u>	<u>(46,203.59)</u>	<u>151.1</u>

CITY OF RIFLE
FUND SUMMARY
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2025

INFORMATION TECH MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
INTERDEPT REVENUES	919,575.27	919,575.27	1,230,086.55	310,511.28	74.8
	919,575.27	919,575.27	1,230,086.55	310,511.28	74.8
<u>EXPENDITURES</u>					
I.T. MAINTENANCE	792,866.92	792,866.92	1,097,102.94	304,236.02	72.3
CAPITAL	93,867.77	93,867.77	122,500.00	28,632.23	76.6
	886,734.69	886,734.69	1,219,602.94	332,868.25	72.7
	32,840.58	32,840.58	10,483.61	(22,356.97)	313.3

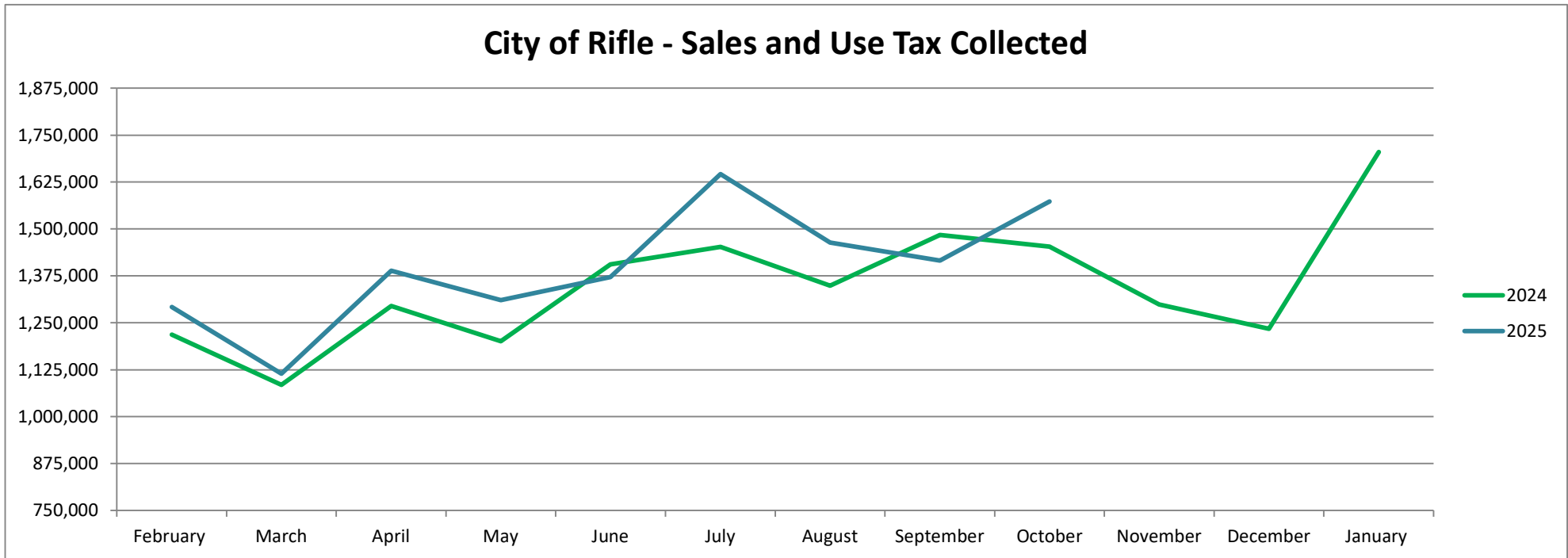
City of Rifle																
Sales Tax - 2025																
Prior Year Comparison																
	Febuary Collections (for January Sales)				March Collections (for February Sales)				April Collections (for March Sales)				May Collections (for April Sales)			
City Business	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff
BARS & RESTAURANTS	\$ 91,967.76	\$ 95,655.08	\$ (3,687.32)	-3.85%	\$ 99,023.87	\$ 94,296.76	\$ 4,727.11	5.01%	\$ 108,196.19	\$ 120,430.85	\$ (12,234.66)	-10.16%	\$ 116,528.28	\$ 111,869.34	\$ 4,658.94	4.16%
RETAIL MARIJUANA	23,125.92	20,611.76	2,514.16	12.20%	18,711.73	19,953.70	(1,241.97)	-6.22%	20,899.48	23,719.79	(2,820.31)	-11.89%	20,969.56	22,144.15	(1,174.59)	-5.30%
UTILITIES	81,176.05	75,977.31	5,198.74	6.84%	53,367.80	55,653.98	(2,286.18)	-4.11%	63,718.23	60,075.47	3,642.76	6.06%	51,568.26	55,626.91	(4,058.65)	-7.30%
USE TAX/OTHER MISC	30,843.84	31,401.23	(557.39)	-1.78%	43,528.66	38,748.17	4,780.49	12.34%	49,172.34	44,689.01	4,483.33	10.03%	45,839.70	38,698.54	7,141.16	18.45%
OIL & GAS	21,172.80	14,216.61	6,956.19	48.93%	17,875.63	15,175.66	2,699.97	17.79%	21,246.37	7,048.28	14,198.09	201.44%	21,238.17	15,968.41	5,269.76	33.00%
LODGING	32,213.30	28,075.40	4,137.90	14.74%	28,454.58	30,478.11	(2,023.53)	-6.64%	47,233.75	38,554.67	8,679.08	22.51%	37,472.05	30,115.14	7,356.91	24.43%
LIQUOR STORES	9,566.33	15,744.57	(6,178.24)	-39.24%	23,729.95	16,399.49	7,330.46	44.70%	25,551.63	18,822.78	6,728.85	35.75%	25,335.85	17,906.44	7,429.41	41.49%
HVAC	681.03	1,407.56	(726.53)	-51.62%	888.99	1,047.62	(158.63)	-15.14%	888.49	1,678.56	(790.07)	-47.07%	781.26	469.05	312.21	66.56%
HARDWARE	15,611.53	12,286.66	3,324.87	27.06%	18,402.85	11,649.37	6,753.48	57.97%	31,578.09	30,643.68	934.41	3.05%	20,432.52	16,683.22	3,749.30	22.47%
GENERAL RETAIL	497,600.08	438,961.86	58,638.22	13.36%	414,312.37	413,220.91	1,091.46	0.26%	582,594.76	560,582.20	22,012.56	3.93%	495,633.20	469,905.71	25,727.49	5.48%
FOOD	182,095.84	206,854.77	(24,758.93)	-11.97%	186,076.80	182,543.87	3,532.93	1.94%	193,731.92	196,893.27	(3,161.35)	-1.61%	211,139.40	186,531.16	24,608.24	13.19%
EXCISE	2,192.76	7,091.37	(4,898.61)	-69.08%	2,125.72	3,222.19	(1,096.47)	-34.03%	2,204.08	2,031.91	172.17	8.47%	1,724.20	1,747.86	(23.66)	-1.35%
CONTRACTOR	2,351.79	2,606.45	(254.66)	-9.77%	646.45	2,269.05	(1,622.60)	-71.51%	1,464.11	2,709.89	(1,245.78)	-45.97%	2,134.06	3,173.79	(1,039.73)	-32.76%
CAR PARTS & SALES	48,989.27	48,434.39	554.88	1.15%	62,435.75	56,645.03	5,790.72	10.22%	64,370.15	48,679.84	15,690.31	32.23%	70,764.73	62,196.93	8,567.80	13.78%
SUTS (CO SALES & USE TAX SYSTEM)	19,048.69	12,890.99	6,157.70	47.77%	18,422.77	18,601.49	(178.72)	-0.96%	22,722.01	21,548.84	1,173.17	5.44%	30,377.81	19,865.84	10,511.97	52.91%
Total MuniRev	\$ 1,058,636.99	\$ 1,012,216.01	\$ 46,420.98	4.59%	\$ 988,003.92	\$ 959,905.40	\$ 28,098.52	2.93%	\$ 1,235,571.60	\$ 1,178,109.04	\$ 57,462.56	4.88%	\$ 1,151,939.05	\$ 1,052,902.49	\$ 99,036.56	9.41%
BUILDING USE TAX (Month Collected)	45,876.62	29,199.84	16,676.78	57.11%	22,317.13	24,105.97	(1,788.84)	-7.42%	63,513.28	27,640.82	35,872.46	129.78%	28,344.12	18,765.62	9,578.50	51.04%
MOTOR VEHICLE USE TAX (Month Collected)	187,369.49	176,560.07	10,809.42	6.12%	103,787.99	100,785.41	3,002.58	2.98%	89,991.54	88,983.83	1,007.71	1.13%	130,001.86	129,248.94	752.92	0.58%
Grand Total	\$ 1,291,883.10	\$ 1,217,975.92	\$ 73,907.18	6.07%	\$ 1,114,109.04	\$ 1,084,796.78	\$ 29,312.26	2.70%	\$ 1,389,076.42	\$ 1,294,733.69	\$ 94,342.73	7.29%	\$ 1,310,285.03	\$ 1,200,917.05	\$ 109,367.98	9.11%

	June Collections (for May Sales)				July Collections (for June Sales)				August Collections (for July Sales)				September Collections (for August Sales)			
City Business	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff
BARS & RESTAURANTS	\$ 120,472.72	\$ 118,133.54	\$ 2,339.18	1.98%	\$ 115,701.76	\$ 114,411.96	\$ 1,289.80	1.13%	\$ 113,786.11	\$ 128,836.90	\$ (15,050.79)	-11.68%	\$ 123,116.95	\$ 108,242.97	\$ 14,873.98	13.74%
RETAIL MARIJUANA	22,841.64	24,495.08	(1,653.44)	-6.75%	21,901.43	22,196.59	(295.16)	-1.33%	23,256.06	23,136.70	119.36	0.52%	21,857.53	22,385.02	(527.49)	-2.36%
UTILITIES	48,779.23	43,394.70	5,384.53	12.41%	52,546.99	42,997.49	9,549.50	22.21%	55,014.76	52,452.00	2,562.76	4.89%	55,363.21	59,575.75	(4,212.54)	-7.07%
USE TAX/OTHER MISC	31,358.16	32,247.97	(889.81)	-2.76%	39,033.03	51,278.12	(12,245.09)	-23.88%	37,091.49	40,155.03	(3,063.54)	-7.63%	34,278.46	57,085.52	(22,807.06)	-39.95%
OIL & GAS	15,868.03	16,395.91	(527.88)	-3.22%	25,288.64	18,921.13	6,367.51	33.65%	24,724.23	12,571.92	12,152.31	96.66%	22,630.44	30,359.15	(7,728.71)	-25.46%
LODGING	53,937.90	49,474.47	4,463.43	9.02%	64,535.93	70,873.40	(6,337.47)	-8.94%	72,184.50	73,241.86	(1,057.36)	-1.44%	73,266.56	69,708.80	3,557.76	5.10%
LIQUOR STORES	30,625.56	21,721.42	8,904.14	40.99%	20,191.81	21,243.99	(1,052.18)	-4.95%	35,142.94	22,267.70	12,875.24	57.82%	25,119.96	21,801.69	3,318.27	15.22%
HVAC	2,377.21	891.92	1,485.29	166.53%	1,812.65	961.20	851.45	88.58%	895.15	1,267.63	(372.48)	-29.38%	711.07	1,364.30	(653.23)	-47.88%
HARDWARE	21,939.48	18,495.68	3,443.80	18.62%	31,473.27	50,440.13	(18,966.86)	-37.60%	26,998.39	18,028.29	8,970.10	49.76%	22,604.29	26,023.53	(3,419.24)	-13.14%
GENERAL RETAIL	548,576.59	596,047.04	(47,470.45)	-7.96%	675,981.84	590,526.11	85,455.73	14.47%	532,535.72	509,819.93	22,715.79	4.46%	536,680.84	551,955.57	(15,274.73)	-2.77%
FOOD	211,392.43	201,616.46	9,775.97	4.85%	213,766.89	209,956.42	3,810.47	1.81%	211,389.75	210,873.48	516.27	0.24%	206,724.22	214,448.58	(7,724.36)	-3.60%
EXCISE	2,599.85	3,531.08	(931.23)	-26.37%	1,550.71	3,245.78	(1,695.07)	-52.22%	1,883.42	2,103.01	(219.59)	-10.44%	2,403.63	2,335.09	68.54	2.94%
CONTRACTOR	883.84	988.65	(104.81)	-10.60%	1,896.73	1,040.07	856.66	82.37%	1,321.04	808.18	512.86	63.46%	743.76	404.84	338.92	83.72%
CAR PARTS & SALES	84,880.08	63,408.39	21,471.69	33.86%	75,543.11	72,757.85	2,785.26	3.83%	77,504.53	63,935.20	13,569.33	21.22%	79,954.75	76,563.36	3,391.39	4.43%
SUTS (CO SALES & USE TAX SYSTEM)	26,186.50	25,593.39	593.11	2.32%	150,984.02	24,306.53	126,677.49	521.17%	26,538.84	22,699.03	3,839.81	16.92%	65,920.44	75,048.60	(9,128.16)	-12.16%
Total MuniRev	\$ 1,222,719.22	\$ 1,216,435.70	\$ 6,283.52	0.52%	\$ 1,492,208.81	\$ 1,295,156.77	\$ 197,052.04	15.21%	\$ 1,240,266.93	\$ 1,182,196.86	\$ 58,070.07	4.91%	\$ 1,271,376.11	\$ 1,317,302.77	\$ (45,926.66)	-3.49%
BUILDING USE TAX (Month Collected)	22,451.42	72,146.88	(49,695.46)	-68.88%	11,584.25	42,066.20	(30,481.95)	-72.46%	91,334.01	44,181.62	47,152.39	106.72%	29,041.26	33,947.21	(4,905.95)	-14.45%
MOTOR VEHICLE USE TAX (Month Collected)	126,393.92	116,781.75	9,612.17	8.23%	142,107.73	115,190.39	26,917.34	23.37%	132,440.91	122,652.39	9,788.52	7.98%	115,443.14	133,031.77	(17,588.63)	-13.22%
Grand Total	\$ 1,371,564.56	\$ 1,405,364.33	\$ (33,799.77)	-2.41%	\$ 1,645,900.79	\$ 1,452,413.36	\$ 193,487.43	13.32%	\$ 1,464,041.85	\$ 1,349,030.87	\$ 115,010.98	8.53%	\$ 1,415,860.51	\$ 1,484,281.75	\$ (68,421.24)	-4.61%

	October Collections (for September Sales)				November Collections (for October Sales)				December Collections (for November Sales)				January Collections (for December Sales)			
City Business	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff
BARS & RESTAURANTS	\$ 122,783.60	\$ 116,335.23	\$ 6,448.37	5.54%	\$ 97,901.91	\$ (97,901.91)	-100.00%		\$ 121,152.90	\$ (121,152.90)	-100.00%		\$ 110,929.17	\$ (110,929.17)	-100.00%	
RETAIL MARIJUANA	22,034.03	21,144.87	889.16	4.21%	21,671.13	(21,671.13)	-100.00%		23,317.36	(23,317.36)	-100.00%		17,895.52	(17,895.52)	-100.00%	
UTILITIES	56,046.34	47,989.97	8,056.37	16.79%	55,185.36	(55,185.36)	-100.00%		42,946.78	(42,946.78)	-100.00%		74,835.42	(74,835.42)	-100.00%	
USE TAX/OTHER MISC	55,073.95	54,870.65	203.30	0.37%	27,571.46	(27,571.46)	-100.00%		29,537.81	(29,537.81)	-100.00%		52,859.44	(52,859.44)	-100.00%	
OIL & GAS	21,532.04	26,401.03	(4,868.99)	-18.44%	28,430.09	(28,430.09)	-100.00%		18,295.66	(18,295.66)	-100.00%		20,262.32	(20,262.32)	-100.00%	
LODGING	58,919.41	64,598.58	(5,679.17)	-8.79%	59,870.58	(59,870.58)	-100.00%		42,587.69	(42,587.69)	-100.00%		33,150.44	(33,150.44)	-100.00%	
LIQUOR STORES	23,019.60	20,043.65	2,975.95	14.85%	20,255.34	(20,255.34)	-100.00%		20,866.47	(20,866.47)	-100.00%		28,342.83	(28,342.83)	-100.00%	
HVAC	716.38	1,029.32	(312.94)	-30.40%	946.89	(946.89)	-100.00%		888.02	(888.02)	-100.00%		479.83	(479.83)	-100.00%	
HARDWARE	39,659.31	52,647.56	(12,988.25)	-24.67%	18,452.05	(18,452.05)	-100.00%		16,976.58	(16,976.58)	-100.00%		35,530.64	(35,530.64)	-100.00%	
GENERAL RETAIL	644,027.14	619,068.38	24,958.76	4.03%	521,716.06	(521,716.06)	-100.00%		500,368.38	(500,368.38)	-100.00%		763,943.84	(763,943.84)	-100.00%	
FOOD	210,883.67	199,854.68	11,028.99	5.52%	198,964.84	(198,964.84)	-100.00%		189,911.50	(189,911.50)	-100.00%		341,375.76	(341,375.76)	-100.00%	
EXCISE	348.56	3,146.52	(2,797.96)	-88.92%	2,679.31	(2,679.31)	-100.00%		2,633.84	(2,633.84)	-100.00%		1,352.88	(1,352.88)	-100.00%	
CONTRACTOR	2,533.09	9,693.67	(7,160.58)	-73.87%	5,653.68	(5,653.68)	-100.00%		4,919.74	(4,919.74)	-100.00%		2,235.41	(2,235.41)	-100.00%	
CAR PARTS & SALES	92,785.46	55,458.00	37,327.46	67.31%	64,389.48	(64,389.48)	-100.00%		68,424.83	(68,424.83)	-100.00%		69,101.99	(69,101.99)	-100.00%	
SUTS (CO SALES & USE TAX SYSTEM)	32,641.67	30,806.15	1,835.52	5.96%	35,547.48	(35,547.48)	-100.00%		26,812.33	(26,812.33)	-100.00%		25,877.67	(25,877.67)	-100.00%	
Total MuniRev	\$ 1,383,004.25	\$ 1,323,088.26	\$ 59,915.99	4.53%	\$ - \$ 1,159,235.66	\$ (1,159,235.66)	-100.00%		\$ - \$ 1,109,639.89	\$ (1,109,639.89)	-100.00%		\$ - \$ 1,578,173.16	\$ (1,552,295.49)	-98.36%	
BUILDING USE TAX (Month Collected)	32,745.77	11,758.01	20,987.76	178.50%	14,263.38	(14,263.38)	-100.00%		11,261.91	(11,261.91)	-100.00%		11,051.52	(11,051.52)	-100.00%	
MOTOR VEHICLE USE TAX (Month Collected)	157,510.20	118,398.01	39,112.19	33.03%	125,188.96	(125,188.96)	-100.00%		113,158.29	(113,158.29)	-100.00%		115,899.20	(115,899.20)	-100.00%	
Grand Total	\$ 1,573,260.22	\$ 1,453,244.28	\$ 120,015.94	8.26%	\$ - \$ 1,298,688.00	\$ (1,298,688.00)	-100.00%		\$ - \$ 1,234,060.09	\$ (1,234,060.09)	-100.00%		\$ - \$ 1,705,123.88	\$ (1,679,246.21)	-98.48%	

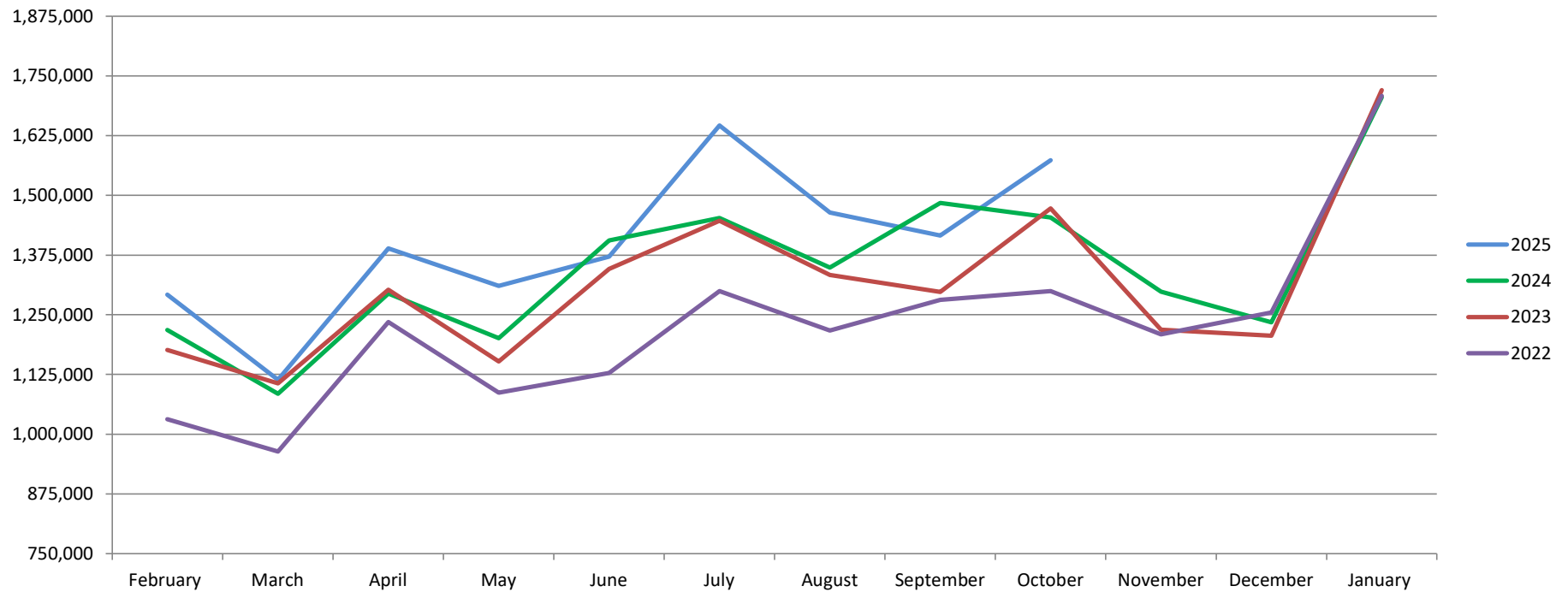
	ANNUAL TOTAL COLLECTIONS			
City Business	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff
BARS & RESTAURANTS	\$ 1,011,577.24	\$ 1,008,212.63	\$ 3,364.61	0.33%
RETAIL MARIJUANA	\$ 195,597.38	\$ 199,787.66	(4,190.28)	-2.10%
UTILITIES	\$ 517,580.87	\$ 493,743.58	23,837.29	4.83%
USE TAX/OTHER MISC	\$ 366,219.63	\$ 389,174.24	(22,954.61)	-5.90%
OIL & GAS	\$ 191,576.35	\$ 157,058.10	34,518.25	21.98%
LODGING	\$ 468,217.98	\$ 455,120.43	13,097.55	2.88%
LIQUOR STORES	\$ 218,283.63	\$ 175,951.73	42,331.90	24.06%
HVAC	\$ 9,752.23	\$ 10,117.16	(364.93)	-3.61%
HARDWARE	\$ 228,699.73	\$ 236,898.12	(8,198.39)	-3.46%
GENERAL RETAIL	\$ 4,927,942.54	\$ 4,750,087.71	177,854.83	3.74%
FOOD	\$ 1,827,200.92	\$ 1,809,572.69	17,628.23	0.97%
EXCISE	\$ 17,032.93	\$ 28,454.81	(11,421.88)	-40.14%
CONTRACTOR	\$ 13,974.87	\$ 23,694.59	(9,719.72)	-41.02%
CAR PARTS & SALES	\$ 657,227.83	\$ 548,078.99	109,148.84	19.91%
SUTS (CO SALES & USE TAX SYSTEM)	\$ 392,842.75	\$ 251,360.86	141,481.89	56.29%
Total MuniRev	\$ 11,043,726.88	\$ 10,537,313.30	\$ 506,413.58	4.81%
BUILDING USE TAX (Month Collected)	\$ 347,207.86	\$ 303,812.17	43,395.69	14.28%
MOTOR VEHICLE USE TAX (Month Collected)	\$ 1,185,046.78	\$ 1,101,632.56	83,414.22	7.57%
Grand Total	\$ 12,575,981.52	\$ 11,942,758.03	\$ 633,223.49	5.30%

Month	2025	2024	Month % Change	Year to Date % Change
February	\$ 1,291,883.10	\$ 1,217,975.92	6.07%	<u>6.07%</u>
March	1,114,109.04	1,084,796.78	2.70%	<u>4.48%</u>
April	1,389,076.42	1,294,733.69	7.29%	<u>5.49%</u>
May	1,310,285.03	1,200,917.05	9.11%	<u>6.40%</u>
June	1,371,564.56	1,405,364.33	-2.41%	<u>4.40%</u>
July	1,645,900.79	1,452,413.36	13.32%	<u>6.09%</u>
August	1,464,041.85	1,349,030.87	8.53%	<u>6.46%</u>
September	1,415,860.51	1,484,281.75	-4.61%	<u>4.89%</u>
October	1,573,260.22	1,453,244.28	8.26%	<u>5.30%</u>
November		1,298,688.00	-100.00%	
December		1,234,060.09	-100.00%	
January		1,705,123.88	-100.00%	
TOTAL	\$ 12,575,981.52	\$ 16,180,630.00	-22.28%	



Month	2025	2024	2023	2022	2024%	2023%	2022%	AVG %
February	\$ 1,291,883.10	\$ 1,217,975.92	\$ 1,176,714.85	\$ 1,031,620.45	22.23%	22.72%	21.95%	22.30%
March	\$ 1,114,109.04	\$ 1,084,796.78	\$ 1,106,217.65	\$ 963,782.65				
April	\$ 1,389,076.42	\$ 1,294,733.69	\$ 1,302,675.06	\$ 1,234,682.37				
May	\$ 1,310,285.03	\$ 1,200,917.05	\$ 1,152,203.51	\$ 1,086,628.93				
June	\$ 1,371,564.56	\$ 1,405,364.33	\$ 1,345,976.44	\$ 1,128,103.99	25.08%	25.00%	23.89%	24.66%
July	\$ 1,645,900.79	\$ 1,452,413.36	\$ 1,446,882.67	\$ 1,299,788.74				
August	\$ 1,464,041.85	\$ 1,349,030.87	\$ 1,333,600.69	\$ 1,216,692.79				
September	\$ 1,415,860.51	\$ 1,484,281.75	\$ 1,297,429.18	\$ 1,281,197.75				
October	\$ 1,573,260.22	\$ 1,453,244.28	\$ 1,472,397.92	\$ 1,299,652.58	26.49%	26.01%	25.81%	26.10%
November		\$ 1,298,688.00	\$ 1,218,990.66	\$ 1,208,790.91				
December		\$ 1,234,060.09	\$ 1,206,166.56	\$ 1,254,580.74				
January		\$ 1,705,123.88	\$ 1,719,917.08	\$ 1,708,147.69				
TOTAL	\$ 12,575,981.52	\$ 16,180,630.00	\$ 15,779,172.27	\$ 14,713,669.59				

City of Rifle - Sales & Use Tax Collected (4 yr Comparison)



City of Rifle
Investment Portfolio Report @ 9/30/2025

Investment Type	CUSIP	Holding Institution	CRA Rating	Book Value/Cost Basis	Market Value	% of total Portfolio	Annual Percentage Yield (APY)	Maturity date	Maturity < 1 Year	Maturity > 1 Year	Month to Date Earnings	Year to Date Earnings	Unrealized Gain (Loss)
U. S. Agency Bonds													
Federal Home Loan	3134GXW67	Charles Schwab	AA+	-	-	#DIV/0!		CALLED	-	-	-	65,250.00	-
Federal Home Loan Bank Bond	3130AT7K7	Charles Schwab	AA+	-	-	#DIV/0!		CALLED	-	-	-	40,742.50	-
Total U. S. Agency Bonds				\$ -	\$ -	0.00%			\$ -	\$ -	\$ -	\$ 105,992.50	\$ -
U. S. Treasury Securities													
U. S. Treasury Note	91282CFW6	Charles Schwab		\$ 5,000,000.00	\$ 5,001,757.50	8.72%	4.26100%	11/15/2025	\$ 5,001,757.50	\$ -	\$ -	\$ 112,500.00	\$ 1,757.50
U. S. Treasury Note	91282CBQ3	Charles Schwab		\$ 3,750,000.00	\$ 3,697,851.38	6.45%	4.22700%	2/28/2026	\$ 3,697,851.38	\$ -	\$ 9,375.00	\$ 18,750.00	\$ (52,148.62)
U. S. Treasury Note	912828654	Charles Schwab		\$ 2,032,000.00	\$ 2,015,172.40	3.52%	4.13800%	4/30/2026	\$ 2,015,172.40	\$ -	\$ -	\$ -	\$ (16,827.60)
U. S. Treasury Note	91282CEF4	Charles Schwab		\$ 2,885,000.00	\$ 2,836,315.63	4.95%	3.98200%	3/31/2027	\$ -	\$ 2,836,315.63	\$ 36,062.50	\$ 36,062.50	\$ (48,684.37)
Total U. S. Treasury Securities				\$ 13,667,000.00	\$ 13,551,096.91	23.64%			\$ 10,714,781.28	\$ 2,836,315.63	\$ 45,437.50	\$ 167,312.50	\$ (117,660.59)
Certificates of Deposit (CD)													
Certificate of Deposit		ANB		\$ 218,236.38	\$ 218,236.38	0.38%	3.45000%	12/11/2025	\$ 218,236.38		\$ -	\$ 1,840.84	\$ -
Certificate of Deposit		Bank of Colorado		796,178.63	796,178.63	1.39%	1.99000%	1/14/2026	796,178.63		3,973.61	15,648.83	-
Total CD				\$ 1,014,415.01	\$ 1,014,415.01	1.77%			\$ 1,014,415.01	\$ -	\$ 3,973.61	\$ 17,489.67	\$ -
Money Market Funds (MMF)/Liquid Cash													
Public Fund Money Market		Alpine		\$ 11,348,713.82	\$ 11,348,713.82	19.80%	3.97000%	n/a			\$ 36,128.07	\$ 360,350.07	\$ -
Public Fund Money Market		Charles Schwab		165,347.40	165,347.40	0.29%	0.05000%	n/a			15.25	942.08	-
Public Fund Money Market		ANB		1,684,354.09	1,684,354.09	2.94%	1.58000%	n/a			2,313.38	20,664.06	-
Public Fund Money Market		Bank of Colorado		281,852.59	281,852.59	0.49%	0.60000%	n/a			148.18	1,261.71	-
Total Money Market Accounts				\$ 13,480,267.90	\$ 13,480,267.90	23.51%			\$ -	\$ -	\$ 38,604.88	\$ 383,217.92	\$ -
Local Government Investment Pool (LGIP)													
ColoTrust Prime		ColoTrust	AAAm ¹	\$ 6,491,774.42	\$ 6,491,774.42	11.32%	4.19040%	n/a			\$ 22,317.75	\$ 202,452.15	\$ -
ColoTrust Edge LT		ColoTrust	AAAm ¹	6,982,037.13	6,982,037.13	12.18%	4.35250%	n/a			24,885.42	232,974.21	-
CSAFE-General		CSAFE	AAAmmf ²	3,041,265.81	3,041,265.81	5.30%	4.29000%	n/a			10,713.40	97,552.92	-
CSAFE-CORE LT		CSAFE	AAAmmf ²	12,768,355.08	12,768,355.08	22.27%	4.38000%	n/a			22,921.63	209,097.30	-
Total Local Government Investment Pool				\$ 29,283,432.44	\$ 29,283,432.44	51.08%			\$ -	\$ -	\$ 80,838.20	\$ 742,076.58	\$ -
Total All Accounts				\$ 57,445,115.35	\$ 57,329,212.26	100.00%			\$ 11,729,196.29	\$ 2,836,315.63	\$ 168,854.19	\$ 1,416,089.17	\$ (117,660.59)

Note - ¹
Note - ²

S&P Global Rating of Principal Stability Fund Rating (PSFR)- AAAm = Extremely Strong capacity to maintain principal stability and limit exposure to losses & credit risk
Fitch Rating of Money Market Fund (MMF) - AAAmmf = Extremely Strong capacity to maintain principal stability and limit exposure to losses & credit risk



Agenda Item #b.

Agenda Item Name:

2026 Boards & Committees List

Presenter:

Patrick Waller, City Manager

Alexis Ramirez, City Clerk

Item Description:

Draft List of Boards & Committee's

Recommended Action:

Discussion Only.

Fiscal Impact:

N/A

Operational Impact:

Each council member will serve as a representative or alternate on various boards and committees on the attached list.

Prior Board Motions:

Last update happened on 01/2024

Background Information:

N/A

Executive Summary:

The list of boards and committees needs to be updated with the stepping down of Mayor Sean Strode and Councilor Joe Carpenter and New Councilors Jonathan Rice and Scott Marsh.

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. DRAFT 2026 BOARD - COMMITTEE LIST with Represenatives

BOARD & COMMITTEE INFORMATION LIST

BOARD / COMMITTEE	A.G.N.C. – Associated Governments of Northwest Colorado
MEETS	2 nd or 3 rd Wednesday/ Month (Schedule on website)
AUTHORITY / DESCRIPTION	The mission of the AGNC is to communicate with, inform, and reflect the needs of its members and promote the values, industries and economies of Northwest Colorado.
ADDRESS	P.O. BOX 593 Grand Junction, CO 81502
PHONE	970-665-1095
WEBSITE	https://agnc.org/
REPRESENTATIVE	MICHAEL CLANCY
ALTERNATE	KAREN ROBERTS

BOARD / COMMITTEE	CLUB 20
MEETS	
AUTHORITY / DESCRIPTION	Coalition of individuals, businesses, tribes and local governments in Colorado's 22 western counties. The group is organized for the purpose of speaking with a single unified voice on issues of mutual concern. Its activities include marketing and advertising, public education, promotion, meetings and events and political action.
ADDRESS	PO BOX 4795 Grand Junction, CO 81502
PHONE	970-242-3264
WEBSITE	https://club20.org/
REPRESENTATIVE	SEAN STRODE
ALTERNATE	ALICIA GRESLEY

BOARD / COMMITTEE	DDA - Downtown Development Authority
MEETS	1 st Wednesday /month - 7:00 am @ Rifle City Hall
AUTHORITY / DESCRIPTION	Works to improve the downtown area in Rifle
ADDRESS	202 N. Railroad Ave Rifle, CO 81650
PHONE	970-274-6147 (Manager – Helen Rogers)
WEBSITE	https://www.rifleco.org/175/Downtown-Development-Authority
SOCIAL MEDIA	
REPRESENTATIVE	ALICIA GRESLEY
ALTERNATE	KAREN ROBERTS

BOARD & COMMITTEE INFORMATION LIST

BOARD / COMMITTEE	Garfield County Liaison
MEETS	As Needed
REPRESENTATIVE	CHRIS BORNHOLDT
ALTERNATE	

BOARD / COMMITTEE	GCECA – Garfield County Emergency Communications Authority
MEETS	<i>Board of Directors</i> – (1/year) First Thursday of December <i>Executive Board Meetings</i> - Once a Month – 4 th Thursday of the Month @ Noon
AUTHORITY / DESCRIPTION	The Communications Authority serves all of Garfield County, Colorado, which has a population of 58,000. We answer over 280 calls per day, including 911 and non-emergency calls. We're proud to serve as the essential link between seven law enforcement agencies, six fire/EMS agencies, and our citizens.
ADDRESS	585 E 1 st St. Rifle, CO 81650
EMAIL	support@garco911.com
WEBSITE	www.garco911.com
REPRESENTATIVE	CHRIS BORNHOLDT
ALTERNATE	

BOARD / COMMITTEE	Garfield Clean Energy
MEETS	Alternating Months 2 nd Friday /month - 1:00 pm - 3:00 pm
AUTHORITY / DESCRIPTION	Garfield Clean Energy is an independent local government authority that oversees programs and services that help residents, businesses, and local governments become more energy efficient and reduce energy costs
ADDRESS	Office: 520 South Third Street Carbondale, Colorado 81623
PHONE	970-704-9200
WEBSITE	https://garfieldcleanenergy.org/
REPRESENTATIVE	SEAN STRODE
ALTERNATE	KAREN ROBERTS

BOARD & COMMITTEE INFORMATION LIST

BOARD / COMMITTEE	Garfield County Energy Advisory Board
MEETS	1 st Thursday / Month – 6:00pm at Garfield County Rifle Administration Building
AUTHORITY / DESCRIPTION	The Energy Advisory Board is a monthly forum for the public, oil and gas industry, landowners and local government to engage in positive and proactive communication, and actions that encourage responsible and balanced development of these resources within Garfield County.
ADDRESS	195 West 14th Street, Building D, Rifle, CO 81650
PHONE	970-625-5905
WEBSITE	https://www.garfield-county.com/oil-gas/energy-advisory-board/
REPRESENTATIVE	MICHAEL CLANCY
ALTERNATE	CHRIS BORNHOLDT

BOARD / COMMITTEE	G.R.I.T. – Greater Rifle Improvement Team
MEETS	2 nd Tuesday / month - 12:00 am @ City Hall
AUTHORITY / DESCRIPTION	GRIT makes recommendations to the City Council on the use of the Visitor Improvements Fund (VIF) which monies are designated for the development and marketing of visitor improvements and attractions, special events and beautification projects in the City, historic preservation, and the general promotion of the City.
ADDRESS	202 Railroad Ave. Rifle, CO 81650
PHONE	970-665-6496 (Manager - Kim Burner)
WEBSITE	https://www.rifleco.org/267/Greater-Rifle-Improvement-Team-Advisory-
REPRESENTATIVE	KAREN ROBERTS
ALTERNATE	MICHAEL CLANCY

BOARD / COMMITTEE	PRAB – Parks & Recreation Advisory Board
MEETS	1-2 times/Month – Monday Evenings @ 5:30 pm
AUTHORITY / DESCRIPTION	The Parks & Recreation Advisory Board (PRAB) was formed in 2005, in conjunction with the passage of the Penny Sales Tax. The board consists of seven voting members and one alternate. The Parks and Recreation Advisory Board (PRAB) works in an advisory capacity to staff and City Council in matters pertaining to Parks and Recreation, such as master planning, programming, development of policies, capital project prioritization, and review of the annual budget.
ADDRESS	202 Railroad Ave. Rifle, CO 81650
EMAIL	twhitmore@rifleco.org
WEBSITE	https://www.rifleco.org/30/Parks-Recreation-Advisory-Board
REPRESENTATIVE	CHRIS BORNHOLDT
ALTERNATE	ALICIA GRESLEY

BOARD & COMMITTEE INFORMATION LIST

BOARD / COMMITTEE	Rifle Area Chamber of Commerce
MEETS	2 nd Wednesday /month - 7:00 am - 9:00am
AUTHORITY / DESCRIPTION	Regional Chamber of Commerce who represents, advocates, and works to strengthen the diverse communities and businesses in Western Colorado including Rifle, Silt, Parachute, and Battlement Mesa.
ADDRESS	100 E. 11 th Street Rifle, CO 81650
PHONE	970-625-2085
WEBSITE	https://westerngarcochamber.com
SOCIAL MEDIA	https://www.facebook.com/westerngarcochamber
REPRESENTATIVE	CLINT HOSTETTLER
ALTERNATE	CHRIS BORNHOLDT

BOARD / COMMITTEE	Rifle Community Foundation
MEETS	2 nd Wednesday – Quarterly @ City Hall Chambers
AUTHORITY / DESCRIPTION	An organization dedicated to the distribution of charitable funds to community service, human service, and educational organizations from South Canyon to De Beque Canyon. Our foundation is designed to promote charitable giving and the establishment of charitable endowments as a means of sustaining and cultivating the great heritage and valued quality of life we so cherish in our surrounding Western Colorado communities.
ADDRESS	PO Box 1234 Rifle, Colorado 81650
EMAIL	info@riflcf.org
WEBSITE	www.riflcf.org
REPRESENTATIVE	KAREN ROBERTS
ALTERNATE	ALICIA GRESLEY

BOARD / COMMITTEE	Rifle Heritage Center Board
MEETS	4 th Thursday/month (May –Oct.) - 4:30 pm @ Museum
AUTHORITY / DESCRIPTION	Oversees operation & maintenance of Rifle Heritage Center
ADDRESS	337 East Avenue Rifle, CO 81650
PHONE	970-625-4862
WEBSITE	https://www.rifleheritagecenter.com/planning-your-visit
SOCIAL MEDIA	https://www.facebook.com/Rifle-Heritage-Center-214154578781035/
REPRESENTATIVE	KAREN ROBERTS
ALTERNATE	JOE CARPENTER

BOARD & COMMITTEE INFORMATION LIST

BOARD / COMMITTEE	Rifle Housing Authority
MEETS	2 nd Monday / month - 6:00 pm @ Rifle Housing Authority Office
AUTHORITY / DESCRIPTION	RMC Code Chap. 2, Art. XI Supervises operation & maintenance of housing for seniors & disabled persons.
ADDRESS	250 Ute Avenue Rifle, CO 81650
PHONE	970-625-3974 (Executive Director – Natalie Bowman)
WEBSITE	https://www.riflehudhousing.com
SOCIAL MEDIA	https://www.facebook.com/The-Rifle-Housing-Authority-162422720442371
REPRESENTATIVE	CLINT HOSTETTLER
ALTERNATE	SEAN STRODE

BOARD / COMMITTEE	Rifle Regional Economic Development Corporation
MEETS	
AUTHORITY / DESCRIPTION	A 501(c)3 non-profit focused on advancing economic development strategies and projects with the goal of job creation in Western Garfield County.
ADDRESS	144 E 3rd St. Rifle, CO 81650
PHONE	970-625-4202
WEBSITE	https://rifleedc.com
REPRESENTATIVE	JOE CARPENTER
ALTERNATE	CLINT HOSTETTLER

BOARD / COMMITTEE	Senior Center Advisory Board
MEETS	3 rd Tuesday / month - 1:00pm @ Rifle Senior Center
AUTHORITY / DESCRIPTION	RMC Code Chap. 2, Art. VII. Supervises operation & maintenance of Rifle Senior Center.
ADDRESS	50 Ute Avenue Rifle, CO 81650
PHONE	970-665-6540 (SC Director – Tami Sours)
WEBSITE	https://www.rifleco.org/596/Senior-Center
SOCIAL MEDIA	https://www.facebook.com/Rifle-Senior-Center-399406133571314
REPRESENTATIVE	JOE CARPENTER
ALTERNATE	CLINT HOSTETTLER

BOARD & COMMITTEE INFORMATION LIST

NEW for 2026

BOARD / COMMITTEE	RFTA – Roaring Fork Transportation Authority
MEETS	2 nd Thursday / Month - 10:00 am @ Carbondale Town Hall
AUTHORITY / DESCRIPTION	The Roaring Fork Transportation Authority (RFTA, pronounced 'rafta') functions as a Regional Transportation Authority (RTA) providing essential regional transit services connecting communities from Aspen to Rifle, Colorado. The RTA includes the communities of Aspen, Snowmass Village, Pitkin County, Basalt, and a portion of Eagle County, Carbondale, Glenwood Springs and New Castle. RFTA's Board Membership is comprised of representatives of Garfield County membership communities.
ADDRESS	511 Colorado, Carbondale, CO 81623
PHONE	970-925-884
WEBSITE	www.rfta.com
REPRESENTATIVE	
ALTERNATE	

BOARD / COMMITTEE	CML Policy Committee
MEETS	December, January, February, March & June from 9:00am – 12:00pm
AUTHORITY / DESCRIPTION	CML supports cooperation among local, state, and federal officials to provide a strong partnership with Colorado's cities and towns. CML employs a dedicated advocacy team, a reliable source of information about legislative issues and their impact on Colorado's cities and towns and their residents. Each year, at the CML Annual Business Meeting, municipal members adopt the Policy Statement that guides the CML Executive Board, Policy Committee, and advocacy team during the legislative session.
ADDRESS	1144 Sherman Street Denver, CO 80203
PHONE	303-831-6411
WEBSITE	https://www.cml.org/home/advocacy-legal/Policy-Development
SOCIAL MEDIA	
REPRESENTATIVE	
ALTERNATE	



Agenda Item #9.a.

Agenda Item Name:

Consider Minutes of the November 5, 2025 Regular Meeting

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Minutes of the November 5, 2025 Regular Meeting

Recommended Action:

Move to approve the minutes of the November 5, 2025, City Council Regular Meeting

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Minutes of the November 5, 2025, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 11.05.2025 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

November 5, 2025
7:00 p.m.
202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

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

Present at Roll Call:

Councilor Alicia Gresley, Councilor Chris Bornholdt, Councilor Michael Clancy, Councilor Clint Hostettler, Councilor Karen Roberts, and Mayor Sean Strode.

Councilor Clint Hostettler moved to excuse Councilor Joe Carpenter from tonight's meeting; seconded by Councilor Alicia Gresley.

Roll Call: Yes - Clint Hostettler, Michael Clancy, Karen Roberts, Chris Bornholdt, Alicia Gresley and Sean Strode.

No – None.

Others Present:

City Manager Patrick Waller, City Clerk Alexis Ramirez, City Attorney Jim Neu, Parks & Recreation Director Austin Rickstrew, Public Works Director Brian Prunty, Chief of Police Debra Funston, Main Street Manager Kim Burner, Procurement & Grant Manager Iris Trevisano, Community Development Director Zach Higgins, Senior Planner Geir Sverdrup, Finance Director Scott Rust, ETC Institute Assistant Director of Community Research Ryan Murray, Chief Executive Officer at Roaring Fork Transportation Authority (RFTA) Kurt Ravenschlag, Victor Casanova and Jonathan Rice.

PUBLIC COMMENT

Public comments heard from Paul Rice, Morgan Hammond and Leslie Smith.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Minutes of the October 1, 2025 Regular Meeting
- B. Consider Minutes of the October 15, 2025 Regular Meeting
- C. Consider Liquor License Renewal for J&L, Inc. dba Shanghai Garden
- D. Consider Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195
- E. Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Councilor Alicia Gresley moved to approve Consent Agenda Items A, B, C, D and E; seconded by Councilor Michael Clancy.

Roll Call: Yes - Michael Clancy, Alicia Gresley, Chris Bornholdt, Clint Hostettler, Karen Roberts, and Sean Strode.

No – None.

PRESENTATION

Roaring Fork Transit Authority (RFTA)- Hogback Services

Chief Executive Officer at Roaring Fork Transportation Authority (RFTA) Kurt Ravenschlag, provided a brief description regarding RTA- Regional Transportation Authority. An RTA is a transportation system established under Colorado law through the collaborated efforts of counties, cities and districts; addresses regional transportation needs and has the ability to construct, operate, maintain, and finance the transportation system. Operational factors presented included, more than 5.2 million miles of service last year, using a fleet of 126 buses and a workforce of 400 employees with 212 bus operators. RFTA Chief Executive Officer Kurt's presentation covered a significant focus on RFTA's Hogback transit service survey. This survey is conducted every two years and encompasses services provided in Garfield County covering Glenwood Springs, New Castle, Silt and Rifle. This route receives lower frequency of service, particularly between New Castle and Rifle; yet survey results conveyed, Rifle and Silt generating up to 50% of all the boardings. Another factor presented was the eastbound and westbound Hogback schedule revealing a significant midday service gap, with most trips clustered in the morning and in the evening commute periods. The Hogback service route from New Castle to Rifle has historically been funded by Garfield County since 2002, contributing up to \$750,000 annually. The estimated operating cost for the upcoming year services is approximately \$922,000, and although the County initially planned to reduce their contribution to zero due to budget constraints community advocacy led to a revised commitment of \$250,000, leaving a funding gap of \$848,000. The Board of Directors have agreed to cover this deficit for 2026, providing a temporary solution while stakeholders evaluate long-term funding solutions. Service for 2026 is expected to remain at historical levels, with the addition of one midday trip between New Castle and Rifle to assess potential ridership benefits.

Chief Executive Officer at Roaring Fork Transportation Authority (RFTA) Kurt Ravenschlag answered questions for Council.

Comments were heard from Councilor Alicia Gresley, Councilor Clint Hostettler, and Mayor Sean Strode.

2025 Community Survey

ETC Institute Assistant Director of Community Research Ryan Murray, presented the 2025 Community Survey results. ETC Institute is a nationally recognized leader in market research for local governments and conducts statistical community surveys to help local governments gather and use survey data to make better decisions for their communities. The Institute specializes in providing statistical and rigorous assessments for jurisdictions across the country. For this study, a survey was distributed to every household within the community, with multiple response options including phone, mail and online submissions. Extensive follow-up efforts were conducted to maximize participation. A total of 478 responses were collected, providing an error margin of 4.5%-5% at the 95% confidence level. Mapping responses show a stronger representation in the northern census block groups, with fewer responses in the southern portion of the community. These maps indicated that the city is providing services consistently across neighborhoods. The overall community perception and its services were characterized strong and positive, exceeding residents' expectations. Residents reported high satisfaction with city services, community safety and their overall quality of life. Low-performing areas included tax value, quality of new development, appearance of residential properties, signage, parking and local traffic enforcement.

Rifle City Council Meeting November 5, 2025

The importance satisfaction ratings on the survey identified the following three top priorities for improvement - City water utilities (overall quality), street maintenance, and enforcement of the City Code and Ordinances.

ETC Institute Assistant Director of Community Research Ryan Murray answered questions for Council.

Comments were heard from Councilor Alicia Gresley, Councilor Karen Roberts and Mayor Sean Strode.

PUBLIC HEARING

Consider Amendment to the Rifle Municipal Code for Development Applications Expedited Review - Ordinance No. 11, Series of 2025 (1st Reading)

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING THE RIFLE MUNICIPAL CODE TO CREATE AN EXPEDITED REVIEW PROCESS FOR AFFORDABLE RESIDENTIAL DEVELOPMENT APPLICATIONS

Mayor Sean Strode opened the public hearing.

Senior Planner Geir Sverdrup and Community Development Director Zach Higgins presented request to consider amending the Rifle Municipal Code for development applications expedited review -Ordinance No. 11, Series of 2025. (1st Reading). The proposed amendment is to establish an expedited review process for development applications with a primary focus on accelerating affordable housing projects in alignment with Colorado's Proposition 123 requirements and clearly defines the review process intended to reduce the approval timeline for qualifying projects. As part of a comprehensive update, this ordinance incorporates new definitions such as median income, affordable housing and revisions necessary to support the efficient process of affordable housing developments. The proposed code modifications have been reviewed by the Colorado Department of Local Affairs (DOLA) and Municipal Legal Counsel confirming that the amendments meet the state compliance requirements. Adoption of this process will enhance the City's eligibility for additional State grant funding. Although the State mandates expedited review for jurisdictions in the Metropolitan planning areas and along the Front Range, the City of Rifle is voluntarily opting into this requirement, positioning the community to proactively support housing affordability and secure associated funding opportunities. The Rifle Planning Commission recommends approval of this amendment to the Rifle City Council.

No public comment was heard.

Senior Planner Geir Sverdrup and Community Development Director Zach Higgins answered questions for Council.

Comments were heard from City Manager Patrick Waller, Councilor Clint Hostettler, Councilor Alicia Gresley, and Mayor Sean Strode.

Mayor Sean Strode closed the public hearing.

Councilor Clint Hostettler moved to approve amendment to the Rifle Municipal Code for Proposition 123 expedited review - Ordinance No. 11, Series of 2025 (1st Reading) as presented in order to be published as required by Charter.; seconded by Councilor Alicia Gresley
Roll Call: Yes - Alicia Gresley, Karen Roberts, Michael Clancy, Clint Hostettler, Chris Bornholdt, and Sean Strode.
No – None.

Consider Amendment to the Rifle Municipal Code for Condominiumization - Ordinance No. 12, Series of 2025 (1st Reading)

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING ARTICLE 5 OF CHAPTER 16 OF THE RIFLE MUNICIPAL CODE BY CREATING NEW REGULATIONS FOR CONVERTING EXISTING STRUCTURES INTO INDIVIDUAL CONDOMINIUMS

Mayor Sean Strode opened the public hearing.

Senior Planner Geir Sverdrup and Community Development Director Zach Higgins presented request to consider amendment to the Rifle Municipal Code for condominiumization – Ordinance No. 12, Series of 2025 (1st Reading). Proposed amendment will streamline the process for converting existing multi-tenant buildings, such as apartments and duplexes, into condominiums. The change shifts the review from a full subdivision process to an administrative approval, reducing timelines while maintaining safety and legal standards. Key features included in the amendment apply only to existing structures, eliminates public hearings but retains agency referrals, requires compliance with fire and building codes, individual unit services, and HOA documentation review by the City Attorney. New structures will continue to undergo the traditional full subdivision process. Staff recommends amendment as it will expedite approvals, increase homeownership opportunities and allow residents to build equity through condominium ownership while supporting housing diversity and community housing goals without changing land use. The Rifle Planning Commission recommends amendment approval to the Rifle City Council.

No public comment was heard.

Senior Planner Geir Sverdrup and Community Development Director Zach Higgins answered questions for Council.

Comments were heard from City Manager Patrick Waller, City Attorney Jim Neu, Councilor Alicia Gresley, and Mayor Sean Strode.

Mayor Sean Strode closed the public hearing.

Councilor Alicia Gresley moved to approve amendment to the Rifle Municipal Code for condominiumization – Ordinance No. 12, Series of 2025 (1st Reading) as presented in order to be published as required by Charter; seconded by Councilor Clint Hostettler
Roll Call: Yes - Chris Bornholdt, Michael Clancy, Clint Hostettler, Alicia Gresley, Karen Roberts, and Mayor Sean Strode.
No – None

Consider Amendment to the Rifle Municipal Code for Driveway Setbacks - Ordinance No. 13, Series of 2025 (1st Reading)

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING ARTICLE 3 OF CHAPTER 16 OF THE RIFLE MUNICIPAL CODE TO AMEND DRIVEWAY SETBACK STANDARDS

Mayor Sean Strode opened the public hearing.

Senior Planner Geir Sverdrup and Community Development Director Zach Higgins presented request to consider amendment to the Rifle Municipal Code for driveway setbacks – Ordinance No. 13, Series of 2025 (1st Reading). The proposed amendment’s primary objective is to enhance clarity and consistency within the code by consolidating all driveway setback requirements into one single, comprehensive table. Currently, these requirements are spread across multiple sections, leading to confusion and frequent disputes with applicants regarding appropriate driveway lengths. The amendment aims to rectify this by formalizing the 20-foot driveway length standard. This standard is based on the average length of a vehicle, ensuring that driveways can adequately house a car without encroaching upon sidewalks or public right-of-way. This standard does not alter the existing requirement, but rather its location and presentation within the municipal code (specifically Section 6-3-30), making it more accessible and unambiguous. Staff recommends amendment as it is expected to significantly reduce applicant disputes, streamline the permit process, and provide clear guidance for both staff and the public, ultimately solving many recurring problems. The Rifle Planning Commission recommends amendment approval to the Rifle City Council.

Senior Planner Geir Sverdrup and Community Development Director Zach Higgins answered questions for Council.

Mayor Sean Strode closed the public hearing.

Comments were heard from Councilor Chris Bornholdt, Councilor Michael Clancy, Councilor Alicia Gresley, Councilor Karen Roberts, and Mayor Sean Strode.

Councilor Michael Clancy moved to approve Amendment to the Rifle Municipal Code for Driveway Setbacks – Ordinance No. 13, Series of 2025 on first reading as presented and order it to be published as required by Charter; seconded by Councilor Alicia Gresley.

Roll Call: Yes - Clint Hostettler, Chris Bornholdt, Karen Roberts, Alicia Gresley, Michael Clancy and Sean Strode.

No – None.

REGULAR AGENDA

Consider Scalzo Ranch Lot 5 Final Plat — Resolution No. 22, Series of 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, APPROVING THE MINOR SUBDIVISION OF LOT 5, SCALZO RANCH SUBDIVISION, 2ND AMENDED IN THE CITY OF RIFLE

Senior Planner Geir Sverdrup and Community Development Director Zach Higgins. presented request to Consider Scalzo Ranch Lot Final Plat - Resolution No. 22, Series of 2025. The request is to split Lot 5 into Lot 5A and Lot 5B on a minor subdivision site located between White River and Monroe, North of 9th Street. Lot 5A will use a new 16-foot “flag lot” driveway from Monroe, while Lot 5B will continue to have access via the southeast shared driveway easement. Applicants Victor and Consuelo Casanova along with their representative have been aware of these requirements since the preliminary sketch phase, they have agreed to all the stipulations. A Subdivision Improvement Agreement (SIA) requires removing the existing emergency access to Whiteriver, replacing the curb cut with a vertical curb, and restoring the detention pond to as-built conditions. Before recording, the applicant must extend water, sewer, and electrical service to Lot 5A and provide digital GIS files. Staff recommends approval as the proposal meets all code requirements. Planning Commission recommends approval to the Rifle City Council.

Senior Planner Geir Sverdrup and Community Development Director Zach Higgins answered questions for Council.

Comments were heard from Councilor Clint Hostettler, Councilor Michael Clancy, Councilor Alicia Gresley, Councilor Karen Roberts, and Mayor Sean Strode.

Councilor Clint Hostettler moved to approve Resolution No. 22, Series of 2025 and Subdivision Improvement Agreement for the Scalzo Ranch Lot 5 Final Plat as presented with staff recommendations; seconded by Councilor Michael Clancy.

Roll Call: Yes - Karen Roberts, Clint Hostettler, Michael Clancy, Alicia Gresley, Chris Bornholdt, and Sean Strode

No – None.

Consider Request from Rifle Community Foundation Board to Remove Funding Restrictions

City Manager Patrick Waller presented a request from the Rifle Community Foundation Board to remove funding restrictions. Rifle Community Foundation Board is requesting the removal of long-standing funding restrictions tied to a portion of its annual allocation from the City of Rifle. Since 2021, the City has contributed \$76,000 each year; \$35,000 from the general fund and \$41,000 from the marijuana excise tax revenue. This funding source has declined dramatically over time, falling from more than \$100,000 in prior years to an estimated \$13,500 this year. Funds were restricted specifically for drug and alcohol prevention and recovery programs serving the youth under 18 years of age. Because the restricted category allows only a narrow pool of eligible applicants, the Foundation has faced a recurring lack of qualifying grant proposals. As a result, the general fund has had to cover unmet funding amounts, reducing flexibility and diminishing the competitiveness of the grant cycle. To address these challenges, the Foundation Board recommends consolidating all City-provided funds into a single, unrestricted grant pool. This change would expand eligibility for local nonprofits, streamline the allocation process, and allow the Foundation to respond more effectively to community priorities.

City Manager Patrick Waller answered questions for Council.

Comments were heard from Councilor Clint Hostettler, Councilor Michael Clancy, Councilor Alicia Gresley, Councilor Karen Roberts, City Attorney Jim Neu and Mayor Sean Strode.

Councilor Alicia Gresley moved to remove the requirement that \$41,000.00 in the Rifle Community Foundation Funding is reserved for Drug and Alcohol grant applications; seconded by Councilor Karen Roberts.

Roll Call: Yes - Michael Clancy, Chris Bornholdt, Alicia Gresley, Clint Hostettler, Karen Roberts, and Sean Strode.

No – None.

Consider Approval of Purchase of a Mobile Column lift System for Fleet Department

Procurement & Grant Manager Iris Trevisano and Public Works Director Brian Prunty presented request to purchase a four-post mobile column lift system (Model BPW-10-4AJ) from ARI Hetra for \$50,264.80. This acquisition will be possible through a \$30,000 mini-grant from the Garfield County Federal Mineral Lease District, with the remaining \$20,264.80 coming from the department's budget. The four-post lift system can raise up to 72,000 pounds, allowing mechanics to safely and effectively service the entire fleet of heavy trucks and equipment. It features multiple safety systems, a low-maintenance screw-ball design, it is both electric and battery operated and can be expanded if needed in the future. The system is crucial for improving mechanical safety, enhances maintenance capabilities, and extends the service life of vehicles. A resolution authorizing staff to pursue this grant was approved in August of 2024 and the department is now ready to proceed with purchase.

Procurement & Grant Reporting Manager Iris Trevisano and Public Works Director Brian Prunty answered questions for Council.

Comments were heard from Councilor Alicia Gresley, Clint Hostettler, and Mayor Sean Strode.

Councilor Clint Hostettler moved to approve the purchase BPW-10-4AJ Mobile lift for the amount of \$50,264.80 from ARI Hetra; seconded by Councilor Alicia Gresley.

Roll Call: Yes - Chris Bornholdt, Michael Clancy, Karen Roberts, Alicia Gresley, Clint Hostettler, and Sean Strode

No – None.

Consider Awarding Bid to SE Group for the Comprehensive Plan Reconfirmation and Land Use & Development Code Update

Procurement & Grant Manager Iris Trevisano and Community Development Director Zach Higgins presented the request to consider awarding bid to SE Group for the Comprehensive Plan Reconfirmation and Land Use & Development Code Update. The City of Rifle received a \$200,000 Department of Local Affairs (DOLA) Local Planning Capacity Grant to support a Comprehensive Plan Reconfirmation and Land Use/Development Code Update, in alignment with Proposition 123 requirements. After receiving seven proposals, the selection committee recommended hiring SE Group for the project at a cost of \$279,830, which is within budget. The update will reconfirm the City's comprehensive plan goals, re-envision South Rifle as a cohesive neighborhood, and modernize the land use code to be more effective and community driven. SE Group's multidisciplinary team, including Pel-Ona Architects & Urbanists, Peter Jay Park, Metta Urban Design, and ECOnorthwest will provide expertise in planning, engagement, form-based code, visual design, and fiscal analysis.

Procurement & Grant Manager Iris Trevisano and Community Development Director Zach Higgins answered questions for Council.

Rifle City Council Meeting November 5, 2025

Comments were heard from Councilor Alicia Gresley, Clint Hostettler, and Mayor Sean Strode

Councilor Alicia Gresley moved to approve Awarding Bid to SE Group for the Comprehensive Plan Reconfirmation and Land Use & Development Code Update in the amount not to exceed \$279,830; seconded by Councilor Michael Clancy.

Roll Call: Yes - Alicia Gresley, Michael Clancy, Chris Bornholdt, Clint Hostettler, Karen Roberts and Sean Strode.

No – None.

Consider Approving CEO Local Impact Accelerator for Rifle Strategic Growth Acceleration Project - Resolution No. 21, Series of 2025

Procurement & Grant Manager Iris Trevisano and Community Development Director Zach Higgins presented request to submit a grant application to the Colorado Energy Office to participate in the Local Impact Accelerator Program, that will support the City's Strategic Growth Plan. There is a 5% match requirement for this grant, which would range between \$13,875 and \$51,250 depending on the award size. The proposed grant supports several initiatives aimed at promoting sustainable, energy-efficient, and community-focused growth. Among the initiatives, the development of pre-approved Accessory Dwelling Units (ADU) plan is to simplify construction and permitting and Establish ADU grant funds to assist property owners with project costs. The implementation of impact fee waivers is to encourage ADU construction and Integration of a Micro Transit service with the purpose of enhancing downtown transportation and access to services. Funding levels may vary depending on the final award size. As part of the grant participation, Rifle will advance on two key policy commitments, Neighborhood Centers and Supportive ADU Jurisdiction. Neighborhood Centers allow for the use of land to promote mixed-uses and walkable areas; and the Supportive ADU Jurisdiction involves moving towards becoming a jurisdiction that actively supports and facilitates the development of ADUs. This application aligns and strengthens Rifle's strategic growth and sustainability initiatives.

Procurement & Grant Manager Iris Trevisano and Community Development Director Zach Higgins answered questions for Council.

Comments were heard from Councilor Clint Hostettler, Councilor Alicia Gresley, Councilor Karen Roberts, City Manager Patrick Waller, City Attorney Jim Neu and Mayor Sean Strode

Councilor Alicia Gresley moved to approve Resolution No. 21, Series of 2025 to allow staff to submit grant application to Colorado Energy Office, the City Manager to sign the grant agreement and to extend the funds necessary to meet the terms of the grant not to exceed \$51,250; seconded by Councilor Karen Roberts.

Roll Call: Yes - Clint Hostettler, Michael Clancy, Chris Bornholdt, Alicia Gresley, Karen Roberts, and Sean Strode

No – None.

Report to City Manager

Reports were heard from Patrick Waller, Jim Neu, Zach Higgins, Geir Sverdrup, Brian Prunty, Debra Funston, and Austin Rickstrew

Comments from Mayor and Council

Comments were heard from Councilor Karen Roberts, Councilor Michael Clancy, Councilor Alicia Gresley, Councilor Clint Hostettler, Councilor Chris Bornholdt, and Mayor Sean Strode.

Adjournment

Meeting adjourned at 8:23 p.m.

Alexis Ramirez
City Clerk

Sean Strode
Mayor



Agenda Item #9.b.

Agenda Item Name:

Consider Minutes of the November 19, 2025 Regular Meeting

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Minutes of the November 19, 2025 Regular Meeting

Recommended Action:

Move to approve the minutes of the November 19, 2025, City Council Regular Meeting

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Minutes of the November 19, 2025, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 11.19.2025 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

November 19, 2025
7:00 p.m.
202 Railroad Avenue Rifle, CO

CALL TO ORDER & ROLL CALL

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

Present at Roll Call:

Councilor Joe Carpenter, Councilor Chris Bornholdt, Councilor Michael Clancy, Councilor Clint Hostettler, Councilor Karen Roberts, and Mayor Sean Strode.

Councilor Clint Hostettler moved to excuse Councilor Alicia Gresley from tonight's meeting; seconded by Councilor Michael Clancy.

Roll Call: Yes - Clint Hostettler, Michael Clancy, Karen Roberts, Chris Bornholdt, Joe Carpenter and Sean Strode.

No – None.

Others Present:

City Manager Patrick Waller, City Clerk Alexis Ramirez, City Attorney Jim Neu, Parks & Recreation Director Austin Rickstrew, Public Works Director Brian Prunty, Chief of Police Debra Funston, Procurement & Grant Manager Iris Trevisano, Community Development Director Zach Higgins, Finance Director Scott Rust, Human Resource Director Danielle Hogan, Communication & Engagement Specialist Kyle Mills, Rifle Police Department Executive Administrative Assistant & Public Information Officer Angela Mills, IT System Administrator I Brenda Maes, Rifle Police Department Corporal Jose Valadez, Corporal Kyle Green Corporal Diego Piña, Patrol Officer Kallie McCain, Patrol Officer Colby Dunn, Patrol Officer Alexx Rice, Patrol Officer Wyatt Bornholdt, CSO - Animal Control Dawn Neely, Post Independent Reporter Katherine Tomanek, Sierra Green, Scott Marsh and Jonathan Rice.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Approval of Purchase Order for Parachute Area Transit Service for 2025
- B. Consider Liquor License Renewal for SZN Investments, LLC dba Jon's Liquors
- C. Consider Liquor License Renewal for Brewzone Bistro, LLC dba Brewzone Philly Bistro
- D. Consider Amendment to the Rifle Municipal Code for Development Applications Expedited Review - Ordinance No. 11, Series of 2025 (2nd Reading)
- E. Consider Amendment to the Rifle Municipal Code for Condominiumization – Ordinance No. 12, Series of 2025 (2nd Reading)
- F. Consider Amendment to the Rifle Municipal Code for Driveway Setbacks - Ordinance No. 13, Series of 2025 (2nd Reading)

Councilor Clint Hostettler moved to approve Consent Agenda Items A, B, C, D, E and F; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Michael Clancy, Joe Carpenter, Chris Bornholdt, Clint Hostettler, Karen Roberts, and Sean Strode.

No – None.

PRESENTATION

Pinning Ceremony for Sgt. Kyle Green

Chief of Police Debra Funston explains the meaning behind a law enforcement pinning ceremony; emphasizing that it's a proud, symbolic tradition that celebrates a major career milestone and represents either the swearing-in of a new officer or the promotion of an existing one. The badge represents a solemn promise to serve with honor, integrity, and dedication. Chief Funston highlighted the important role of loved ones, mentors, and colleagues in an officer's journey. The ceremony is a celebration of courage, service, leadership, and the vital support offered by family and community. The pinning for Corporal Kyle Green was performed by his wife, Sierra Green along with their children.

Comments were heard from Mayor Sean Strode.

PUBLIC HEARING

Consider Adopting the Proposed 2026 Budget

Mayor Sean Strode opened the public hearing.

City Manager Patrick Waller and Finance Director Scott Rust proposed the 2026 Budget as the culmination of a comprehensive, multi-phase process initiated in June. Budget development began with detailed line-item reviews conducted by department heads in coordination with staff, ensuring that operational needs, strategic priorities, and fund requirements were accurately assessed. This internal evaluation provided the foundation for a refined budget framework across all governmental and proprietary funds. The budget draft was presented to the City Council through a series of dedicated budget workshops. These sessions offered an opportunity for in-depth review of each fund, clarification of underlying assumptions, and alignment of financial allocations with the policy priorities established by the Council. The resulting proposed budget reflects extensive analysis, cross-departmental collaboration, and substantial Council engagement, producing a fiscally responsible and transparent document for formal consideration.

No public comment was heard.

City Manager Patrick Waller and Finance Director Scott Rust answered questions for Council.

Mayor Sean Strode closed the public hearing.

Comments were heard from Councilor Michael Clancy, Councilor Clint Hostettler, Councilor Chris Bornholdt, Councilor Karen Roberts, and Mayor Sean Strode.

Councilor Clint Hostettler moved to approve Resolution No. 23, Series of 2025 - 2026 Budget Adoption and Ordinance No. 14, Series of 2025 - 2026 Annual Appropriation Ordinance on the first and only reading and order it to be published as required by Charter; seconded by Councilor Chris Bornholdt.

Roll Call: Yes- Joe Carpenter, Karen Roberts, Michael Clancy, Clint Hostettler, Chris Bornholdt and Sean Strode.

No – None.

REGULAR AGENDA

Consider Purchase of 2024 Ford F-350 SRW 4X4 Reg Cab for Fleet Maintenance

Procurement & Grant Reporting Manager Iris Trevisano and Public Works Director Brian Prunty presented the request to purchase a 2024 Ford F-350 SRW 4X4 Reg. Cab for Fleet Maintenance. Public Works Director Brian Prunty expressed the urgent need for a replacement field truck for the Fleet maintenance department after their previous vehicle failed due to engine problems and sold at an auction. Using about \$41,000 in remaining FMLD mini-grant funds and the procurement flexibility allowed under Section 4-2-230, fleet pursued a responsible competitive process through a TIPS contract with Phil Long Ford of Denver. The initial concept was to buy a used truck, but Phil Long Ford was able to offer a new 2024 Ford F-350 4x4 Reg. Cab XL for the amount of \$42,835.00. The truck provides strong utility for both Fleet and O&M (Operations & Maintenance), it is designed to carry essential field service equipment including plow capability, planned additions like a generator/air compressor combo and lift gate for field service work. The lift gate will enable the transportation of semi-tires for repair and replacement. It features a gas-powered “mini-Godzilla motor” with 450 horsepower, providing robust performance, and it’s a standard cab model. The acquisition was deemed fiscally responsible, meeting and exceeding Fleet’s needs while staying within the allocated remaining funds.

Procurement & Grant Reporting Manager Iris Trevisano, Public Works Director Brian Prunty and City Manager Patrick Waller answered questions for Council.

Comments were heard from Councilor Michael Clancy, Councilor Karen Roberts, and Mayor Sean Strode.

Councilor Chris Bornholdt moved to approve the purchase of a 2024 Ford F-350 SRW 4X4 Reg Cab for \$42,835.00 from Phil Long Ford of Denver; seconded by Councilor Joe Carpenter.

Roll Call: Yes- Chris Bornholdt, Michael Clancy, Clint Hostettler, Joe Carpenter, Karen Roberts and Sean Strode.

No – None.

Consider Opting Out of the Requirements of HB-24-1173- Resolution No. 24, Series of 2025

**A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, ELECTING TO OPT OUT OF THE REQUIREMENTS OF HOUSE BILL
24-1173 REGARDING ELECTRICAL VEHICLE CHARGING STATION
PERMITTING PROCESSES AND STANDARDS**

Community Development Director Zach Higgins presented requests to opt out of the House Bill 24-1173 requirements - Resolution No. 24, Series of 2025. This law requires municipalities with a population of 10,000 or more to take specific action by the end of the year regarding electric vehicle (EV) charging system permitting process and standards. Based on discussions at workshop a couple weeks ago, the city is successfully processing and handling EV permits under eight weeks, which is considered an efficient time frame without needing an additional specialized code.

Community Development Director Zach Higgins answered questions for Council.

Comments were heard from Mayor Sean Strode.

Councilor Clint Hostettler moved to approve Resolution No. 24, Series of 2025 electing to opt out of the requirements of the House Bill 24-1173 regarding electric vehicle charging station permitting process and standards; seconded by Councilor Chris Bornholdt.

Roll Call: Yes- Clint Hostettler, Chris Bornholdt, Karen Roberts, Michael Clancy, Joe Carpenter and Sean Strode.

No – None.

Report to City Manager

Reports were heard from Patrick Waller, Brian Prunty, Jim Neu, Zach Higgins, Kyle Mills, Iris Trevisano, Austin Rickstrew, and Debra Funston.

Presentation of Service Awards to Councilor Joe Carpenter and Mayor Sean Strode

City Manager Patrick Waller delivered a speech honoring the years of dedicated service by Councilor Joe Carpenter and Mayor Sean Strode from 2017 to 2025. He acknowledged the meaningful impact their leadership has had on the City of Rifle; an impact that will be long remembered.

Service Plaques were awarded to Councilor Joe Carpenter and Mayor Sean Strode by City Clerk Alexis Ramirez.

Comments from Mayor and Council

Comments were heard from Councilor Karen Roberts, Councilor Michael Clancy, Councilor Joe Carpenter, Councilor Clint Hostettler, Councilor Chris Bornholdt, and Mayor Sean Strode.

Adjournment

Meeting adjourned at 8:05 p.m.

Alexis Ramirez
City Clerk

Sean Strode
Mayor



Agenda Item #11.a.

Agenda Item Name:

Consider Approval of Contract for Animal Services with Journey Home for 2026

Presenter:

Patrick Waller, City Manager

Item Description:

Consideration of renewing contract with Journey Home for animal services in the City of Rifle. Journey Home Director, Heather Grant will be providing an overview of Journey Home services and available for any questions.

Recommended Action:

Move to approve the 2026 domestic animal shelter and impoundment services contract between the City of Rifle and The Journey Home Animal Care Center, Inc.

Fiscal Impact:

Not to exceed \$150,000.00 per calendar year. For 2025, the Animal Shelter has billed \$110,100 against the contract. We have not received Q4 billing yet.

Operational Impact:

This contract does not change operational impact with Code Enforcement Officers currently handling animal incidents.

Prior Board Motions:

City of Rifle approved the updated contract for the first time in 2024.

Background Information:

The City of Rifle has continued to provide animal services to the citizens of Rifle. The costs incurred have not changed since our 2025 contract.

Executive Summary:

The City of Rifle has continued to provide animal services to the citizens of Rifle. The costs incurred have not changed since our 2025 contract.

Notification Requirements:

No additional notice required.

Prepared By:

Debra Funston, Chief of Police

Attachments:

1. Animal Sheltering Contract (2026)

**DOMESTIC ANIMAL SHELTER AND IMPOUNDMENT SERVICES AGREEMENT
BETWEEN
THE JOURNEY HOME ANIMAL CARE CENTER, INC.
AND THE CITY OF RIFLE**

This AGREEMENT is made and entered into effective as of the 1st day of January 2026, by and between the JOURNEY HOME ANIMAL CARE CENTER, INC. (herein after referred to as the “Shelter”) and the CITY OF RIFLE, COLORADO, a municipal corporation organized and existing under the laws of the State of Colorado (herein after referred to as the “City”).

WHEREAS, the City of Rifle has adopted, by ordinance, a policy aimed at providing economical, safe and humane animal treatments and control and has appropriated and budgeted monies necessary to effectuate the terms of this Agreement for the term hereof; and

WHEREAS, the Shelter, a non-profit corporation, has established and is maintaining a shelter and impoundment facility where animals, which have been impounded pursuant to City ordinances, are cared for or disposed of pursuant to said ordinances; and

WHEREAS, the Shelter is willing to furnish the services identified in Section 4(b) herein (“Services”), consistent with the policies of the City and other governmental jurisdictions for which it operates; and

WHEREAS, the Shelter employs, and will continue to employ, trained and qualified persons to handle animals within its custody.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by this reference as if set forth in full.
2. Term. The term of this AGREEMENT is from January 1, 2026, through December 31, 2026.
3. Payment for Services. The financial obligation of the City under this Agreement shall be to pay a fee to the Shelter for each domestic animal brought to the Shelter from within the Rifle City limits. The total contract price to be paid by the City to the Shelter for services as described in Section 4(b) herein (“Services”) during the calendar year 2026 shall not exceed \$150,000.00 to cover intake of up to 240 animals from the City of Rifle at \$679.00 each. The total amount includes emergency veterinary care, not to exceed \$6,000.000 annually, as described in Section 4(e) herein. The Shelter shall invoice the City quarterly for the number of animals sheltered for the City under this Agreement in the previous quarter. The invoice shall list individual animals by their control or case number, the billing for each animal, the holding time for each animal and disposition, and be accompanied by all intake records. The invoice is due no later than the fifteenth (15th) working day of the first month following the previous quarter period, and the City shall pay said invoice within thirty (30) days of the invoice date. It is the understanding of the parties that the payments shall constitute the total compensation payable by the City for the services provided by the Shelter. The City shall have the right to inspect the financial records of the Shelter upon request.

Quarter 1 (January 1 – March 31)
Quarter 2 (April 1 – June 30)
Quarter 3 (July 1 – Sept 30)
Quarter 4 (October 1 – Dec 31)

4. Shelter Operations. The Shelter shall operate and maintain animal shelter facilities located at 1500 Prefontaine Ave, Rifle, Colorado.
- a. Impounded Animals. The Rifle Chief of Police, in his or her discretion under the Rifle Municipal Code, deems the Shelter to be the entity suitable to receive impounded domestic animals for the City. Unclaimed impounded animals shall become the property of the Shelter after five (5) days, at such time the Shelter shall retain full discretion to determine the fate of the animal.
 - b. Services. The parties agree that the Services to be provided by the Shelter for the City shall be for domestic animals brought to the shelter from within the Rifle city limits. This includes animal impounds from the Rifle Police Department and animals found within the Rifle city limits and turned in by Good Samaritans. Services include the provisions of food, water, shelter and outdoor exercise for domestic animals as follows:
 - (i) impoundment for up to five (5) days; (ii) bite quarantine for up to 14 days, and (iii) protective custody as necessary.
 - i. If identification of an impounded animal's owner is possible, the Shelter shall attempt to contact the owner by telephone within twenty-four (24) hours. The Shelter shall also list the animal on adoption websites, social media, public television, newspaper advertisements, and other appropriate forums.
 - ii. The Shelter will ensure that there is always space available for City of Rifle impounded and quarantined domestic animals.
 - iii. In its provision of Services, the Shelter shall comply with the State of Colorado Pet Animal Care Facilities Act ("PACFA") as well as relevant Rifle Municipal Code and state statutory provisions.
 - c. Animal Releases to Owner/Caretaker. Each animal impounded and placed with the Shelter pursuant to this Agreement may be redeemed by the owner during the impoundment period upon verification of ownership. In the case of dogs, the Shelter shall require a redeeming owner to provide proof of a current rabies vaccination and a current City dog license, as required by Rifle Municipal Code Chapter 7, Article 6, before releasing the impounded dog to its owner. If the dog has not been vaccinated as required by RMC 7-6-20, the Shelter will administer the rabies vaccination and issue a city dog license at the owner's expense.
 - i. If a qualified Shelter veterinary staff member is not available to administer the rabies vaccination, a Rabies Voucher must be purchased prior to release of the dog and may be used to obtain a current vaccination. The dog license will not be issued, and information will be forwarded to the Rifle Police Department for follow-up to assure compliance. This will also apply to animals released that are under the age to be vaccinated. The Shelter is not responsible for enforcement or failure to vaccinate or license once the animal leaves its property.

- d. Hours of Operation. The Shelter will be staffed seven (7) days per week and open to the public except on major holidays. The Shelter has the discretion to determine the exact hours of operation.
 - e. Emergency Veterinary Care. The Shelter shall obtain emergency veterinary care for City domestic animals until each animals' owner is contacted, or each animal's ownership is transferred to the Shelter. The Shelter will bill the city quarterly for emergency veterinary care for impounded animals, not to exceed \$6,000.00 per year. Further, the Shelter will provide the city with updated information on costs to be included in any impoundment fees paid by the owner to the Shelter when claiming the animal.
 - f. Fees and Charges. The Shelter shall collect and remit to the City those fees enumerated in this Agreement. Those fees generally include fees for animal-related municipal violations, impoundment fee, and daily care fee, as set forth in the RMC Appendix A, and City dog license fee, at \$20 per unaltered animal and \$10 per altered animal. Adoption and surrender fees will be paid to the Shelter. The city, through the Rifle Police Department, will process all tickets and collect payments for municipal ticket fees, impoundment fees, boarding fees and emergency veterinary care. The Shelter will not release any impounded animals until proof of payment and, if on a police hold, until authorization to release is received from the Rifle Police Department. In the event the Shelter does release an impounded animal without such proof of payment, the city may deduct those fees from the next quarterly payment to the Shelter under Section 3.
 - g. Records, Reports and Documents. The Shelter shall keep complete and accurate records on the receipt, source, holding time, and disposition of all dogs, cats and other domestic animals delivered into its custody by the City or by citizens of the City of Rifle. The Shelter shall submit a quarterly written statement to the City of all fees collected in the preceding quarter, including all intake records. The Shelter shall remit to the City all fees collected quarterly. All records, reports and documents relating to this Agreement shall be maintained by the Shelter for a period of five (5) years and the City shall have the right to inspect such records, reports and documents at reasonable times upon request.
- 5. Insurance. The Shelter must carry an adequate amount of insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgements, and from all expenses that may be incurred in the performance of this Agreement.
 - 6. City Access. The City shall have twenty-four (24) hour access to the Shelter building and property. The Shelter shall provide a notification list to the Chief of Police for emergency contact of shelter management outside of regular business hours.
 - 7. Shelter Support. The Shelter agrees to make its staff reasonably available to assist the City with Municipal Court or Garfield County Court hearings arising from domestic animal offenses, animal rescue operations, and other City activities involving care for and regulation of domestic animals.
 - 8. Indemnification. Except for incidents that occur when the City is using the Shelter in the course of its animal control business, the Shelter agrees to forever indemnify, defend, and hold harmless

the City, its officers, agents, and employees, against any and all claims, liabilities, or demands whatsoever relating to or arising out of the use of the Shelter building and the Property or arising out of or relating to this Agreement.

9. Independent Contractor. The parties agree that the Shelter is an independent contractor and shall not be an employee, agent, or servant of the City.
10. Severability. Should any portion of the Agreement be declared invalid or unenforceable by a court or competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect.
11. Entire Agreement. This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein.
12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The District Court, in and for Garfield County, Colorado, shall be the exclusive venue for any dispute arising hereunder. In the event of such a dispute, the prevailing party shall be entitled to reasonable expenses, including attorney fees.
13. Notice. All Notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to City: City of Rifle
 P.O. Box 1908
 Rifle, CO 81650

With copy to: Karp Neu Hanlon, P.C.
 P.O. Drawer 2023
 Glenwood Springs, CO 81602

Notice to the Shelter: Journey Home Animal Care Center
 1500 Prefontaine Ave
 Rifle, CO 81650

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

CITY OF RIFLE, COLORADO

By: _____
Patrick Waller, City Manager

Attest:

Alexis Ramirez, City Clerk

JOURNEY HOME ANIMAL CARE
CENTER, INC.

By: _____
Natalie Bowman, president

By: _____
Heather Grant, executive director



Agenda Item #11.b.

Agenda Item Name:

Consider Approving Final Subdivision Plan and Final Subdivision Plat for Vetter Filing No. 2 Subdivision - Ordinance No. 15, Series of 2025 (1st Reading)

Presenter:

Zach Higgins, Planning Director
Geir Sverdrup

Item Description:

Consider the approval of Ordinance No. 15 Series of 2025, approving the Final Subdivision Plat for Vetter Filing #2. This subdivision converts two existing estate zoned parcels into 6 (six) estate zoned parcels. Also being considered is the approval of the accompanying Subdivision Improvement Agreement and an amendment to the Farm SIA.

Recommended Action:

Move to approve amendment to the Farm Subdivision Improvement Agreement and Ordinance No. 15, Series of 2025 on first reading and order it to be published as required by Charter.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

The City Council previously approved Vetter Filing #1 and the Planning Commission recommended approval of Vetter Filing #2 in December, 2024.

Background Information:

See memo included.

Executive Summary:

See memo included.

Notification Requirements:

No notification required for Final Plat.

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 20251203-5th Amendment to Annexation Agreement-Vetter 16th Street Improvements
2. 20251203-SIA-Vetter Filing 2
3. Ordinance No. 15-Vetter Filing No. 2 Subdivision
4. Vetter Filing 2 Final Plat - CC - MEMO 12-3-25

**FIFTH AMENDMENT TO
THE FARM ANNEXATION AGREEMENT**

THIS FIFTH AMENDMENT TO THE FARM ANNEXATION AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter “City”), and GRAHAM MESA DEVELOPMENT, LLC, a Colorado limited liability company, as the owner of the real property described hereafter (hereinafter “Developer”).

W I T N E S S E T H:

WHEREAS, on September 19, 2007, the City and Owner entered into that certain Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 757958 (the “Annexation Agreement”) concerning the terms and conditions of the annexation of certain unincorporated tracts of land located in the County of Garfield, State of Colorado, known as the Farm Annexation described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, on October 23, 2008, the City and Developer entered into that certain First Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 757959 (the “First Amendment”) clarifying the terms and conditions of the annexation and development of the Property; and

WHEREAS, on August 6, 2009, the City and Developer entered into that certain Second Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 773125 (the “Second Amendment”) regarding the terms and conditions of the construction, dedication, ownership and maintenance of public improvements for Phase 1A-C of the Property to serve Graham Mesa Elementary School; and

WHEREAS, on May 15, 2015, the City and Developer entered into that certain Third Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 863130 (the “Third Amendment”) regarding the dedication of property for the City’s construction of the Morrow Draw Trail; and

WHEREAS, on June 6, 2016, the City and Developer entered into that certain Fourth Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 878841 (the “Fourth Amendment”) regarding the City’s acquisition of property from Developer to enhance the Morrow Draw Trail alignment in exchange for Parkland Dedication Fee Credits appurtenant to the Property; and

WHEREAS, a related party to Developer developed that certain Vetter Filing No. 2 Subdivision on the south side of 16th Street from the Property and entered into that Subdivision Improvements Agreement with the City on even date herewith that is recorded with the Garfield County Clerk and Recorder as Reception No. _____ (the “Vetter Filing No. 2 SIA”); and

WHEREAS, in the Vetter Filing No. 2 SIA, the City agreed to a variance from the sidewalk requirement along the south side of 16th Street and the reconstruction of 16th Street to City standards along the Vetter Filing No. 2 property because those improvements would be completed as part of the development of The Farm; and

WHEREAS, the City and Developer desire to enter into this Agreement to evidence the obligation of The Farm to complete those improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

2. Reconstruction of 16th Street Along Vetter Filing No. 2 Subdivision. Developer agrees that the reconstruction of 16th Street including sidewalk/trail shall be the obligation of The Farm for any phase which includes development of Road A aka Farmland Parkway (access road from 16th St. to Graham Mesa Elementary)

3. Final Agreement/Ratification of Annexation Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment. The parties hereby ratify and affirm the Annexation Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment.

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

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

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

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

Clerk

GRAHAM MESA DEVELOPMENT, LLC

By _____
Name: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____
2025 by _____ as _____ of Graham Mesa Development,
LLC.

WITNESS my hand and official seal. My Commission expires: _____.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE FARM

T. 6 S., R. 93 W., 6th P.M.

Sec. 3: SE1/4SW1/4, SW1/4SE1/4

Sec. 10: NW1/4NE1/4, NE1/4NW1/4

EXCEPT: Parcels described in documents recorded in Book 344 at Page 410 (Wood), Book 430 at Page 96 (Smith), and Book 561 at Page 634 (Horizons West).

Garfield County, Colorado

LEGAL DESCRIPTION OF THE REMAINDER OF HOMESTEAD

Garfield County Assessor Parcel No. 2177 102 00 056; and

Garfield County Assessor Parcel No. 2177 102 00 217 - Homestead Phase B east of 1395 East 16th Street and north of Homestead Highlands

**SITE SPECIFIC DEVELOPMENT PLAN AND
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR VETTER FILING NO. 2 SUBDIVISION**

THIS AGREEMENT made this _____ day of _____ 2025, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and SAVAGE DYNASTY TRUST fbo JOHN SAVAGE, a Colorado trust whose address is P.O. Box 1926, Rifle, CO 81650 (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as the Vetter Filing No. 2, in the County of Garfield, City of Rifle, Colorado as described in Exhibit A, attached hereto. (hereinafter the "Property"); and

WHEREAS, on December 17, 2024, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, on December 3, 2025 and December 17, 2025, the City Council of the City of Rifle approved by appropriate ordinance a Final Subdivision Plat and Final Subdivision Plan for the Property, which Ordinance No. __, Series of 2025 is recorded as Reception No. _____ in the Office of the Garfield County Clerk and Recorder; and

WHEREAS, the City and Developer previously entered into The Homestead Annexation Agreement ("Annexation Agreement"), dated July 30, 1998, recorded with the Garfield County Clerk and Recorder's Office on August 10, 1998 at Reception No. 530226, Book 1082 at Page 680, the terms and conditions of which are incorporated herein by reference, unless otherwise modified herein; and

WHEREAS, the City's approval of the Final Subdivision Plat and Final Subdivision Plan for the Property cited above is contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

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

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

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of the Property, and to constitute the Subdivision Improvement Agreement provided for in Sections 16-4-170, 16-5-440(d) and 16-6-180(c)(2) of the Rifle Municipal Code. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle Land Use Regulations (Title 16 of the Rifle Municipal Code), and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

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

A. Reimbursement of Costs. The Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the City for the cost of making corrections or additions to the master copy of the official City map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

B. Water and Sewer Service. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding system improvement fees for water and sewer service. No system improvement fees for water and sewer service are due for Lot 2, as Lot 2 has existing water and sewer service.

C. Water Rights Dedication.

(1) General Requirements. Pursuant to Section 3.B.(1) of the Annexation Agreement, to the extent Developer's water rights dedications do not fulfill the water rights dedication requirements set forth in Rifle Municipal Code, Section 13-6-10 *et seq.* (formerly 10.20.00, *et seq.*,) then in effect at the time of Final Plat for each Phase, Developer shall dedicate additional water rights acceptable to the City or, at the City's option, pay the in lieu of water rights dedication fee at the rate then in effect. The EQR value for the Property shall be calculated at Final Plat for the portion of the Property then the subject of Final Plat.

(2) Water Rights Dedications. Per the Homestead at Rifle PUD Phase 2 SIA (recorded 04/04/2001 as Rec. No. 578630 B1242 P809), all appurtenant water rights (0.035cfs Priority No. 80 in the Rifle Creek Canon Ditch) were conveyed (Quit Claim Deed dated 3/8/2001 and recorded 04/04/2001 as Rec. No. 578633 B1242 P550) to City of Rifle w/ 0.019cfs being held in trust for the Homestead at Rifle PUD HOA for raw water irrigation of the AG Open Space and Estate Lots and 0.016cfs to be owned by the City of Rifle for its future uses.

Developer, with this Vetter Subdivision Filing No. 2 is conveying an additional 0.05cfs (appurtenant to Lot 2, aka 1395 E. 16th St.) Priority No. 80 in the Rifle Creek Canon Ditch to the City of Rifle to be held in trust for the Vetter Subdivision HOA. By agreement w/ the Homestead at Rifle PUD HOA, the original 0.019cfs and this additional 0.05cfs will be used to operate a combined raw water irrigation system for the AG Open Space and the 10 Vetter subdivision Estate lots.

(3) Basic Water Rights Dedication Fees Calculations for Vetter Filing No. 2. Developer shall pay the basic water rights dedication fee of 1EQR each for Lots 1, 3, 4, 5 & 6. Lot 2 is an existing municipal water user and owes no Basic Water Right Dedication Fee. All of the 0.05cfs appurtenant to Lot 2 is being utilized in the raw water irrigation systems so no Dedication credits are attributed to that water right. Water Rights Dedication Fees (Exhibit B) are due before recording of this document and commencement of infrastructure construction.

(4) Additional Water Rights Dedication Fees Due at the Time of Building Permit and/or Site Plan Application. Any additional water rights dedications fees in lieu of water rights dedication shall be due at the time of any building permit application and shall be based upon the fees then in effect per EQR, for any additional EQRs deemed applicable for the proposed uses of any lots.

- D. Parkland Dedication. The City and Developer agree that the Property is generally subject to the City parkland dedication requirements set forth in RMC Sections 16-1-90 and 16-4-110. The parties agree and acknowledge that Developer has satisfied the parkland dedication fees due at final plat AND building permit by Developer's use of credits left over from North Pastures subdivision and received for parkland dedication as shown on Exhibit B attached hereto and incorporated herein by this reference. Developer has 0.3919 acres remaining Parkland Dedication credits from North Pasture Filing No. 7, which may be assigned to future projects by Developer. No Parkland Dedication fees are due for Lot 2 as it is an existing and improved lot.
- E. Offsite Street Impact Fees. For each unit constructed on the Property, offsite street impact fees shall be due and payable 34% at the time of Final Plat (Exhibit B), and 66% at the time a building permit is issued for each unit pursuant to the Rifle Municipal Code in the amount then in effect. In the event of a re-subdivision,

re-platting or other change in use of the Property, additional offsite street impact dedication requirements shall be due pursuant to RMC Section 16-1-100. No Offsite Street Impact Fees are due for Lot 2 as it is an existing and improved lot.

F. Domestic Water Service.

(1) Northeast Tank Upper Pressure Zone (“NTUPZ”) Impact Fees. Developer shall pay the NTUPZ Impact Fee for Lots 1 and 2-6 prior to recording of this document (Exhibit B). No NTUPZ Impact Fee is due for Lot 2 as it is an existing and improved lot.

(2) Northeast Tank Upper Pressure Zone Service Surcharge. Lot Owners within the Property shall be obligated to pay a Northeast Tank Upper Pressure Zone Service Surcharge, if adopted by the City. If the Northeast Tank Upper Pressure Zone Service Surcharge includes a capital recovery component for recovery of the original construction cost of the Northeast Tank Upper Pressure Zone, Lot Owners within the Property shall be entitled to a credit against said capital recovery for all Northeast Tank Upper Pressure Zone Impact Fees previously paid.

(4) Pressure Reducing Valves. Developer acknowledges that water main pressures in this area can exceed 100 psi. An in-house pressure relief valve shall be installed in all units constructed on the Property. A Plat Note and covenant shall be included in the relevant documents reciting this requirement.

4. Specific Conditions. Developer agrees to perform the following conditions:

A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.

B. Sidewalk/Trail Along 16th Street. The sidewalk/trail along 16th Street will be concrete through the existing driveway for Lot 2 and thereafter heading east will be asphalt to the eastern boundary of the Property. This variance to the Public Works Manual from concrete to asphalt is approved because the trail will be brought up to City Standards with the widening of 16th Street that that will occur when The Farm or other properties develop to the east.

C. Penwell Water Line Public Improvements on 16th Street: The City is installing a water main (“Penwell Project”) adjacent to a portion of the Property along 16th Street and for the sake of efficiency, the following public improvements for the benefit of the Vetter Filing No. 2 Subdivision are included in the Penwell Project. The subject improvements are:

1. Curb, gutter and sidewalk from the end of the existing curb, gutter and sidewalk on the south side of 16th Street to the to the west Line of Lot 2;
2. Water and sewer service extensions to Lot 1; and
3. Retaining wall on Lot 2.

The curb, gutter and sidewalk installed along Lot 2 are not subject to reimbursement, as Lot 2 is an existing improved residential lot. The amount to be reimbursed by Developer pursuant to Section 3(A) of this Agreement is \$10,780.30 plus costs of water and sewer taps and service line extensions for Lot 1.

- D. Total Final Plat Fees Due. Total fees due prior to recording of Vetter Filing No. 2 Final Plat are listed on Exhibit B.

5. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the City Engineer and Public Works Director and the Developer, its engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

6. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or shown on the Construction drawings prepared by Colorado River Engineering, Inc. as Construction Drawings Vetter Subdivision Filing No. 2 and dated _____, as may be amended (the "Public Improvements") shall be installed and completed at the expense of the Developer.

- A. All Public Improvements required by this Agreement are shown on the Final Subdivision Plat and Plans submittal, and the estimated costs thereof are identified on Exhibit C attached hereto and incorporated herein by this reference. The public improvements shall be constructed in conformance with the plans and specifications submitted by the Developer as part of the Final Plat application and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications (all of which are on file at City Hall), the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

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

7. Construction Observation and Inspection.

- A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when

improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.

- B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, a supervisor employed by the Developer's general contractor shall inspect the Public Improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

8. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements within one (1) year of the execution of this Agreement. Upon the Developer's completion of construction of the Public Improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date. The City shall be under no obligation to provide any water or sewer service until all Public Improvements are brought into conformance with the Plans and Specifications and the approved Final Subdivision Plan and Subdivision Plat, and are certified and approved by the City Public Works Director or his/her designee pursuant to this Agreement. However, upon certification and approval, the City shall be obligated to provide water and sewer service to the Property, subject to all provisions of the Rifle Municipal Code, and in particular to the availability of water or sewer taps, which shall be on a first-come, first-served basis. The City does not guarantee an adequate number of taps will be available to serve the Property at the time the Developer intends to proceed with development.

9. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer shall execute a quit-claim deed to the City conveying any interests it has in the Public Improvements. The Developer shall also execute a bill of sale conveying the Public Improvements to the City, free and clear of all liens and encumbrances. All Public Improvements conveyed to the City shall be warranted for a period of twenty-four (24) months from the Acceptance Date, as provided below.

10. Warranty. Developer shall warrant any and all Public Improvements and facilities which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, public roads and facilities, and storm drainage infrastructure) for a period of twenty-four (24) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above.

11. Performance Guarantee. The total amount of required security for the Public Improvements shall be as specified on Exhibit C.

- A. In order to secure the construction and installation of the Public Improvements above described, for which the Developer is responsible, the Developer shall upon execution of this Agreement, and before any units are contracted for or sold or offered for sale, furnish the City in good and sufficient form approved by the City Attorney acceptable security such as a financial guarantee or certificate or other evidence of an irrevocable letter of credit, issued or confirmed by a commercial banking institution authorized to do business and with offices located within the

State of Colorado to secure the performance and completion of the Public Improvements, in an amount equal to the estimated costs of said facilities as set forth on Exhibit C. The City shall have the right to review and approve all terms and conditions of the letter of credit prior to recording of the Final Plat.

The original letter of credit shall be delivered to the City prior to the recordation of the Final Plat. This Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision, issued by the International Chamber Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

In the alternative, Developer can secure its obligations hereunder by the City delaying the recording of the Final Plat until the Public Improvements are completed and accepted by the City and with Developer's full satisfaction of all of the terms and conditions of this Agreement.

- B. In the event the Public Improvements are not constructed or completed within 12 months of the date of this Agreement, the letter of credit shall provide that the funds necessary to complete the Public Improvements shall be put directly to an escrow account under the control of the City Manager and shall be used to complete the Public Improvements called for herein.
- C. Within ten (10) days of timely completion of the Public Improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the City Manager, the performance guarantee shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance.
- D. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the City Engineer as set forth above. The parties agree that this amount does not necessarily reflect the City Engineer's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the performance guarantee required by this SIA shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- E. The parties expressly agree that the Developer's preparation and submission to the

City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit C, which amount the City may retain as liquidated damages due to Developer's breach. No releases to the letter of credit shall be granted by the City until such as-built drawings are provided and all improvements are accepted by the City.

12. Title Policy. Prior to the recordation of the Final Plat for the Property, the Developer shall provide the City a commitment for a title insurance policy in the minimum amount available, indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed by the Final Subdivision Plat. Further, said title commitment, and/or an additional title commitment, shall show that all other property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable as the City in its sole discretion determines. At the time of recording the Final Plat, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Final Plat.

13. Vested Rights. Pursuant to Section 16-11-10, *et. seq.*, of the Rifle Municipal Code, the City and the Developer agree that the City Council's final subdivision plat approval of the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the City Council of the Final Plat for the Property, the City granted vested property rights for the Property for a period of three (3) years from the effective date of the City ordinance approving this Agreement and the Final Plat upon the condition that Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Rifle Municipal Code Section 16-11-10, *et. seq.* The Developer shall at its expense publish the vested rights notice required by C.R.S. '24-68-103(1) and Rifle Municipal Code Section 16-11-50.

14. Reserved.

15. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Rifle Municipal Code and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. This SIA has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- B. The Final Plat has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- C. All public improvements have been accepted, or a performance guarantee to secure all public improvements has been provided in accordance with this SIA.

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

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

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

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Developer ten (10) days' written notice of its intent to take any

action under this paragraph during which ten-day period the Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to City:

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

With copy to:

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

Notice to Developer:

Savage Dynasty Trust fbo John Savage
c/o John Savage, Trustee
P.O. Box 1926
Rifle, CO 81650

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

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

CITY OF RIFLE, COLORADO

By: _____

Mayor

ATTEST:

Clerk

SAVAGE DYNASTY TRUST FBO JOHN SAVAGE

By: _____
Name: John W. Savage
Title: Trustee

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____,
20____, by John Savage as Trustee of Savage Dynasty Trust fbo John Savage.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

LIST OF EXHIBITS

EXHIBIT A: property description

EXHIBIT B: Impact Fees calculations

EXHIBIT C: Cost Estimate of Public Improvements

EXHIBIT A

PROPERTY DESCRIPTION PROPOSED VETTER II SUBDIVISION

A PARCEL OF LAND SITUATE IN THE SW1/4 OF THE NW 1/4 AND IN THE SE1/4 OF THE NW1/4, SECTION 10, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N89°32'17"E ALONG THE SOUTHERLY RIGHT-OF-WAY OF 16TH STREET BETWEEN FOUND #5 REBARS AND 1-1/4" ORANGE PLASTIC CAPS STAMPED "PROP CORNER PLS 36572". SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID SOUTHERLY RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 4, VETTER HOMESTEAD, RECORDED AS RECEPTION NO. 865321 IN THE GARFIELD COUNTY CLERK AND RECORDER'S RECORDS; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

- 1.) N 89°32'17" E 315.68 FEET
- 2.) S89°44'29"E 311.59 FEET
- 3.) S86°46'45"E 201.36 FEET
- 4) S89°48'22"E 206.72 FEET
- 5.) N86°25'31"E 59.21 FEET

THENCE DEPARTING SAID RIGHT-OF-WAY S00°47'12"E 874.11 FEET' TO A POINT ON THE EASTERLY LINE OF THE HOMESTEAD AT RIFLE P.U.D., PHASE 4, RECORDED AS RECEPTION NO. 622629; THENCE ALONG SAID EASTERLY LINE N44°47'53"W 199.37 FEET TO A POINT ON THE SECOND AMENDED HOMESTEAD AT RIFLE PHASE A, HOMESTEAD HIGHLANDS TOWNHOMES RECORDED AS RECEPTION NO. 644273; THENCE ALONG SAID RECEPTION NO. 644273 THE FOLLOWING THREE (3) COURSES"

- 1.) N13°02'27"W 148.62 FEET
- 2.) N06°29'18"W 163.11 FEET
- 3.) N35°56'52"W 179.38 FEET

THENCE DEPARTING SAID RECEPTION NO. 644273 S89°37'51"W 510.03 FEET; THENCE S89°37'49"W 293.34 FEET; THENCE N00°56'55"W 89.73 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 4, VETTER HOMESTEAD N00°59'42"W 203.17 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 9.403 ACRES MORE OR LESS.

SIA sec.	DESCRIPTION	FINAL PLAT	BUILDING PERMIT	
			per lot	
3C	WATER RIGHTS DEDICATION	\$2,250	TBD	Note 1
3D	PARKLAND DEDICATION	\$0	\$0	Note 2
3E	OFFSITE STREET IMPACT FEE	\$11,547	TBD	Note 3
3F(1)	NTUPZ FEE	\$9,300	\$0	Note 4
	TOTALS	\$23,097	\$0	

Note 1	RMC 13-4-60: Class of Use A.1. Residential SFR w/ 5,000sq.ft landscape; All lots are provided w/ raw water irrigation, 5,000sq.ft. of landscaping included in 1EQR, covers shoulder season and occasional outside municipal water useage.			
Note 2	Credits remaining after Vetter 2 0.5487 acres			
Note 3	34% due at FP, Fee due at Building Permit is 66% of the then applicable fee.			
Note 4	All NTUPZ Fee paid at Final Plat per Annexation Agreement			

Vetter 2	LOTS	EQR'S	DEDICATED	PAID	BALANCE
CREDIT BALANCE					0.00
Vetter 2	5	5.00	0.00	5.00	0.00
					0.00
TOTAL				5.00	
Per EQR			\$450	\$2,250	

FORMULA: # of sfr lots x 3.5 residents/lot = # of residents @8.96ac/1000 res.=Dedication requirement
acres per lot

Vetter 2		5	lots		
# of residents (lots x 3.5)		17.50	residents		
Parkland due (@8.96ac/1000 residents)		0.1568	acres due at Final Plat		0.0065

FORMULA: # of MF lots x 3.0 residents/lot = # of residents @8.96ac/1000 res.=Dedication requirement

# of lots			lots		
# of residents (lots x 3.0)		0.00	residents		
Parkland due (@8.96ac/1000 residents)		0.0000	acres due at Final Plat		
		0.0000	acres due at Building Permit		

SUBDIVISION	ITEM	LOTS	ACRES owed	ACRES credit	IN LIEU PD.	ACRES +/-	Credit acres
MEADOWS	SIA CREDIT			3.6490		3.6490	3.6490
NP Flg 1	NP Flg 1 RAYNARD DITCH TRAIL ROW			0.0544		0.0544	3.7034
NP Flg 1	Filing 1 Open Space 1.816@25%			0.4540		0.4540	4.1574
NP Flg 1	Morrow Draw Trail ROW 15'X807.12'			0.2780		0.2780	4.4354
NP Flg 1	Morrow Draw Open Space 25%			0.4350		0.4350	4.8704
NP Flg 1	SFR Final Plat	24	0.5880			-0.5880	4.2824
NP Flg 1	MFR Final Plat	12	0.2520			-0.2520	4.0304
NP Flg 2	Final Plat	28	0.8781			-0.8781	3.1523
NP Flg 2	Raynard Trail Const. Credit			0.2604		0.0000	3.4127
NP Flg 3	Final Plat	27	0.2509			-0.2509	3.1618
NP Flg 3	Open Space @25%			0.6065		0.0000	3.7683
NP Flg 4	SFR lots	8	0.0836			-0.0836	3.6847
NP Flg 4	Duplex lots	12	0.1882			-0.1882	3.4965
NP Flg 5	no residential lots	0	0.0000			0.0000	3.4965
NP Flg 6	SFR Final Plat 100%	18	0.5645			-0.5645	2.9320
NP Flg 6	SFR Build. Permit 100%	18	0.5645			-0.5645	2.3675
NP Flg 6	Lots 15-18 split final plat 100%	4	0.1254			-0.1254	2.2421
NP Flg 6	Lots 15-18 split Build Permit 100%	4	0.1254			-0.1254	2.1167
NP Flg 6	Final Plat 100%	25	0.7840			-0.7840	1.3327
NP Flg 6	Building Permit 100%	25	0.7840			-0.7840	0.5487
Vetter (1)	All fees paid at final plat no credit adjustment	4	0.0000			0.0000	0.5487
Vetter Flg 2	Final Plat 100%	5	0.1568			-0.1568	0.3919

			Fee	No. lots	TOTAL
SFR LOTS			\$1,860	5	\$ 9,300
TOTALS				5	\$ 9,300

	LOTS	PER LOT OSSIF	F.P 34.00%	F.P. TOTAL
SFR	5	\$6,792.19	\$2,309.34	\$11,546.72

Note: Duplex lots treated same as SFR

OFFSITE STREET IMPACT FEES:

Ord 7 2021 \$5859/EQR 3% escalation Jan. 1

YEAR	SFR	MFR
2025	\$6,792.19	

EXHIBIT C
IMPROVEMENT COSTS

VETTER FLG 2

9/9/25

ITEM	Description	Qty	Unit	Unit \$	Amount
1	Mobilization	1	LS	\$12,000	\$12,000
2	Traffic Control	1	LS	\$5,000	\$5,000
3	SWMP practices	1	LS	\$10,000	\$10,000
4	Clear & Grub	2.5	acre	\$3,000	\$7,500
5	Overlot grading	2.5	acre	\$1,500	\$3,750
6	Potable water pipeline	200	lf	\$125	\$25,000
7	Fire hydrants	2	ea	\$12,500	\$25,000
8	Water main connection	1	ea	\$10,000	\$10,000
9	Lot water services	4	ea	\$4,000	\$16,000
10	Waterline extension	200	lf	\$125	\$25,000
11	Sewer line	1000	lf	\$100	\$100,000
12	Sewer connection	1	ea	\$15,000	\$15,000
13	Sewer manholes	4	ea	\$5,000	\$20,000
14	sewer services	4	ea	\$3,000	\$12,000
15	Stormwater line	730	lf	\$50	\$36,500
16	Concrete	1	ea	\$50,000	\$50,000
17	Private driveway	1	ea	\$35,000	\$35,000
18	conduits	3000	lf	\$6	\$18,000
19	Stop signs	1	ea	\$650	\$650
20					\$426,400

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 15
SERIES OF 2025**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A
FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR
VETTER FILING NO. 2 SUBDIVISION.

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as the Vetter Filing No. 2, in the County of Garfield, City of Rifle, Colorado as described in Exhibit A, attached hereto. (hereinafter the "Property"); and

WHEREAS, on December 17, 2024, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, Developer submitted a request for Final Subdivision Plan and Final Subdivision Plat approval for six single family lots; and

WHEREAS, on December 3, 2025 and December 17, 2025, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property and found these documents to be consistent with the approved Sketch/Preliminary Plan, and that all conditions of Sketch/Preliminary Plan approval have been met; and

WHEREAS, the City Council desires to approve the Final Subdivision Plan and Final Subdivision Plat for the Property, subject to all terms and conditions set forth in the Site-Specific Development Plan and Subdivision Improvements Agreement for the Property (the "SIA"), which Final Plan and SIA are available for inspection at the City Clerk's Office during business hours.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. That certain Final Subdivision Plan and Final Subdivision Plat for Vetter Filing No. 2 Subdivision, proposing six single family lots, are hereby approved subject to all terms and conditions contained herein and in the SIA, which is hereby approved.
3. The Mayor of the City is hereby authorized to indicate the City Council's approval of the Final Subdivision Plan and Final Subdivision Plat for the Property and the SIA by signing the SIA and Final Plat. A true and correct copy of the SIA and Final Plat for the Property shall be deposited with the City Clerk and shall be available for public inspection at the Clerk's office after being fully executed by the parties.
4. Developer shall comply with all of Developer's representations made in any

applications and in statements during the Public Hearings before the Planning Commission and City Council which shall be conditions of approval with which the Developer shall comply. The Developer shall also comply in full with the Rifle Municipal Code and the Public Works Manual requirements.

5. The City Clerk is hereby directed to file one (1) copy of the Final Plat of Rifle Vetter Filing No. 2 Subdivision, the original of this Ordinance, and the SIA in the Office of the City Clerk.

6. The City Clerk is hereby further directed to record this Ordinance, the Final Plat of the Property, the SIA, and any other associated documents in the Office of the Clerk and Recorder of Garfield County, and to file one (1) certified copy of the Final Plat and this Ordinance with the Garfield County Assessor.

7. The City Council's approval of this Final Subdivision Plan and the Final Subdivision Plat for the Property creates a vested property right pursuant to the Rifle Municipal Code and Article 68 of Title 24, C.R.S., as amended, for a period of three (3) years from the effective date of this Ordinance. As a condition of the granting of such vested right, the Developer shall, at its expense, publish the vested rights notice required by C.R.S. §24-68-103(c) and the Rifle Municipal Code §16-11-10, *et. seq.*, and Developer shall comply with all other procedural requirements set forth therein.

INTRODUCED on December 3, 2025, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 17, 2025, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this _____ of _____, 2025.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk

COMMUNITY DEVELOPMENT DEPARTMENT

202 Railroad Avenue, Rifle, CO 81650

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



MEMORANDUM

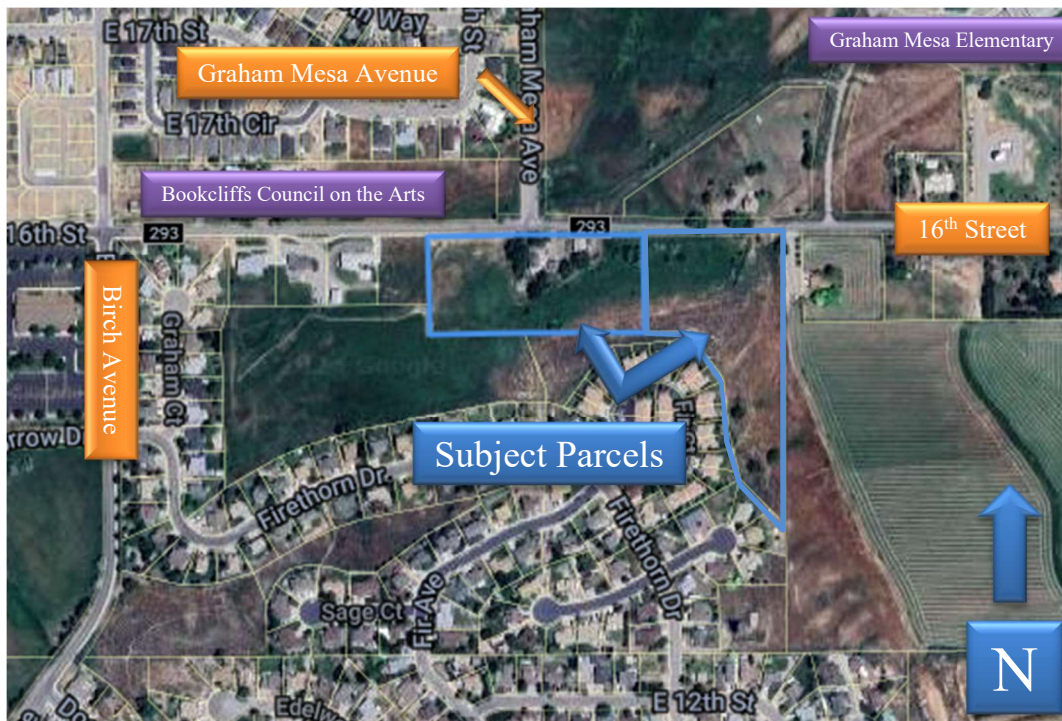
TO: Rifle City Council
FROM: Geir H. Sverdrup, Senior Planner
DATE: December 3, 2025
SUBJECT: Vetter II Subdivision – Final Plat
ADDRESS: S of 16th Street & E And W of Graham Mesa Avenue Alignment
CASE #: Final Plat 2025-026
APPLICANT: KMLJ LLC/John W. Savage and Sally M. Brands

REQUEST AND SUMMARY

The applicants request approval of a Final Plat to subdivide two parcels into 6 estate lots. The proposed subdivision is known as Vetter II Subdivision.

VICINITY MAP

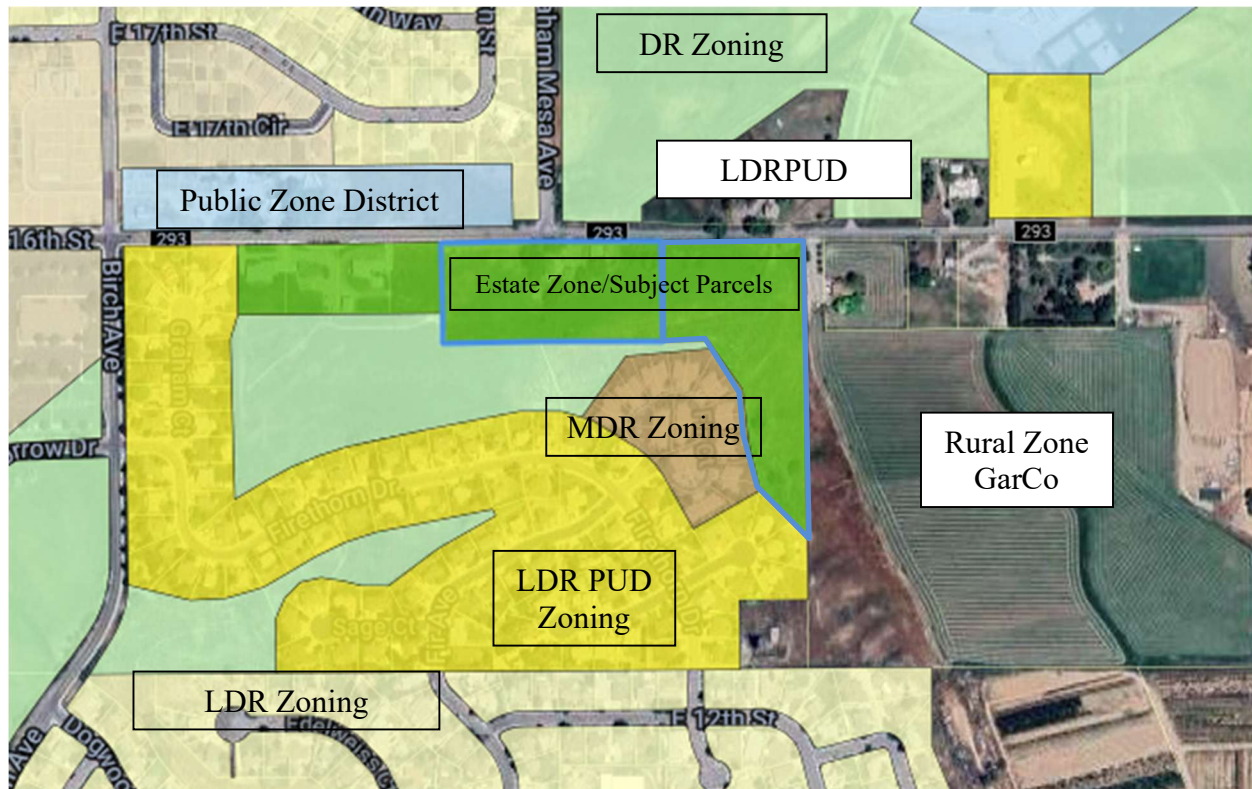
The property is located south of 16th Avenue and east and west of the Graham Mesa Avenue alignment. The property is generally level along 16th Street with increasing slopes to the south adjacent to the Homestead PUD Phase A subdivision, and single-family/duplex residential uses are to the south. To the north are vacant lands within The Farm and Smith LLA subdivisions as well as the property belonging to the Bookcliffs Council on the Arts. The proposed subdivision encompasses two of the remaining large parcels in the area of North Pastures/Promontory Park.





ZONING, LAND USE, AND COMPREHENSIVE PLAN

The property is the remainder of the Homestead PUD Subdivision. The parcels are zoned Estate (EZ) Zone. The properties to the north are zoned Developing Resources (DR) and Low Density Residential (LDR). Properties to the south are zoned Medium Density Residential (MDR), DR and Low Density Residential Planned Unit Development (LDR PUD). Property to the east is zoned Rural in the county.



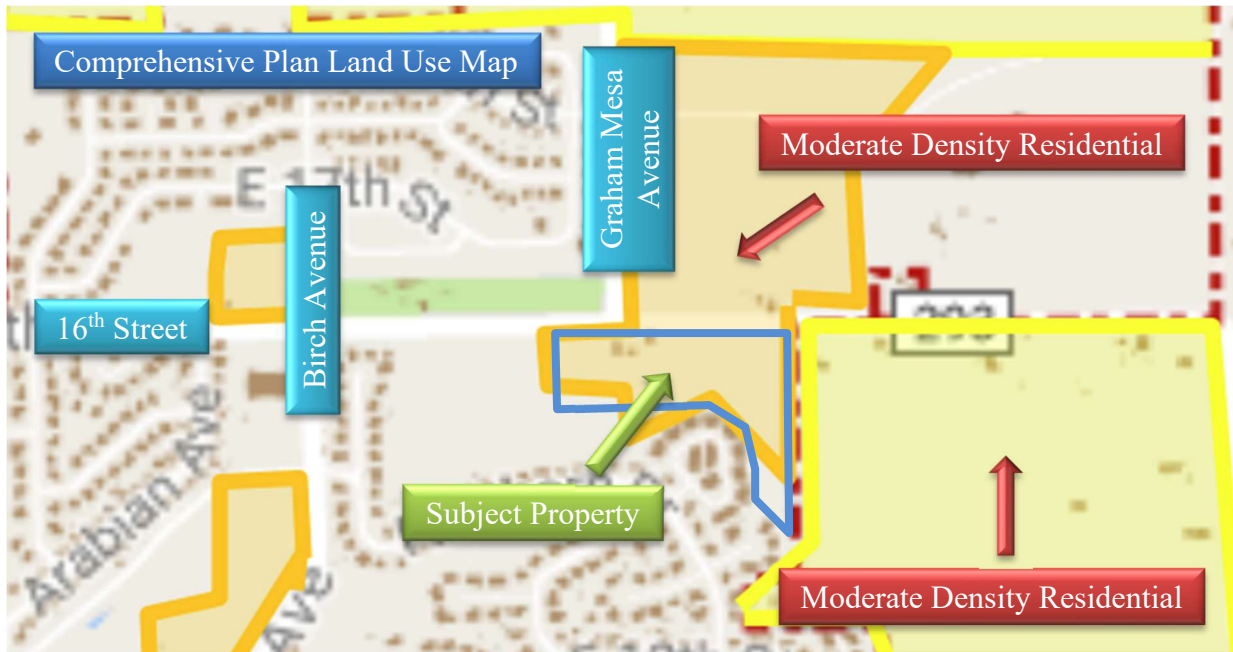
The Comprehensive Plan indicates that these properties are planned for Moderate Density Residential uses. The applicant is proposing 6 single family parcels within the approximately 9.4 acres development for a density of less than one (1) unit per acre. This is lower than the suggested density in the Comprehensive Plan but consistent with the underlying zoning and is compatible with surrounding uses. High density uses may be difficult from a utility and access perspective.

The subject parcels are located in the City of Rifle's Comprehensive Plan Tier 1 Development Area, which means they are suited for immediate development based on location of the property, access to utilities, and existing road infrastructure.

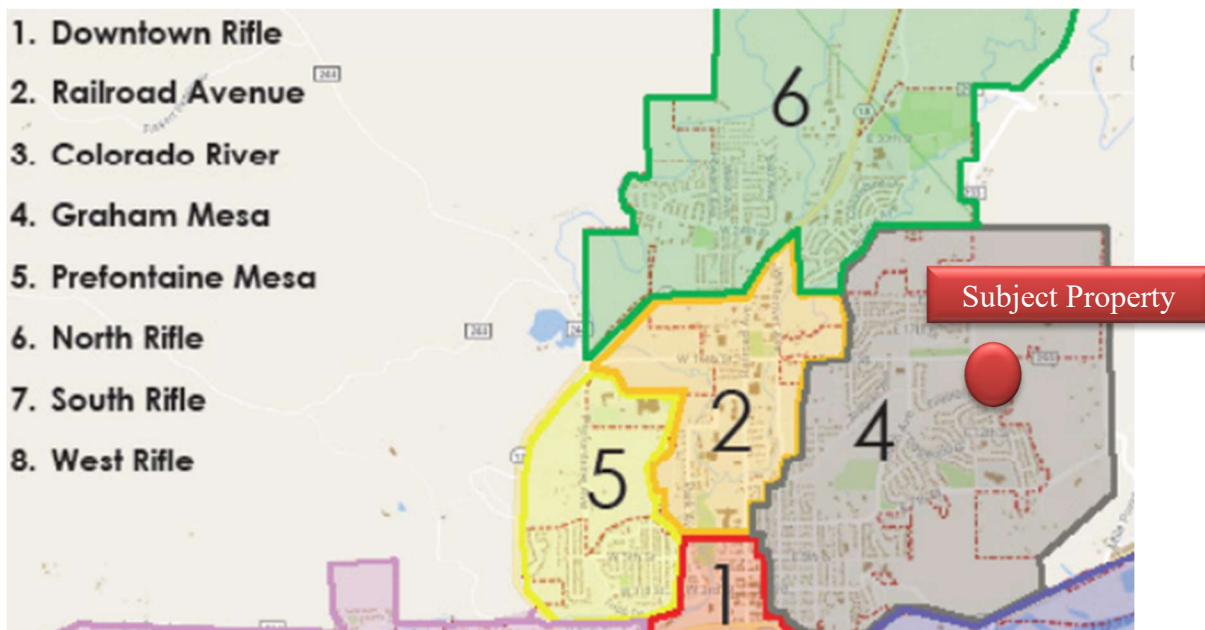
COMMUNITY DEVELOPMENT DEPARTMENT

202 Railroad Avenue, Rifle, CO 81650

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



Per the Comprehensive Plan Map, the parcels are located along the southern border of The Farm in the Graham Mesa Neighborhood. While not in a specifically denoted area, Chapter 4.4 of the Comprehensive Plan: Graham Mesa states that the area is expected to see significant new residential development within its Tier 1 areas. Unlike other neighborhoods, Graham Mesa lacks alternate routes to the Gateway and development here may eventually contribute to more congestion on Railroad Avenue. For that reason, more Tier 1 areas are designated "Suburban Residential" rather than "Moderate Residential" on the Future Land Use Map. These considerations, as well as the existing surrounding residences, add to the appropriateness of the proposed parcels.





(Full-scale plan attached)

The proposed subdivision comprises 6 lots accessed off 16th Street and internal roads. Lot 2 currently has an existing farmhouse built on it with access onto 16th Street. The applicant proposes access onto 16th Street via a private drive currently named Gallio Drive. Lot 1 will access 16th Street and Lot 2 will maintain the existing access. Gallio Drive will provide access for lots 3, 4 & 5. The driveway coming off Gallio Drive will require naming if both lot 5 & 6 utilize this for access.

Referral Comments

Mountain Cross Engineering

1. No comments were generated

COMMUNITY DEVELOPMENT DEPARTMENT

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Xcel Energy

- No Objections with the proposal.
- At the time of submittal to Xcel the following will be required and could happen.
 1. Accurate BTU loads for gas service will be required.
 2. If determined by area engineer that reinforcement is needed to Xcel's gas main to support added loads from subdivision, said reinforcement will be at Developers expense.
 3. Reinforcement costs are required to be paid prior to installation.

City of Rifle GIS

- Standard GIS submission requirements for parcels and utilities apply to this project. GIS will assign addresses at final plat approval. Requested GIS information shall be submitted as part of Final Plat.

City of Rifle Engineering

1. All irrigation ditch piping must be approved, signed and dated by the President or other authorized officer of the ditch company, prior to approval by the City Engineer.
2. All sanitary services shall connect to the main/lateral not manholes
3. A hydrant shall be installed at the southern dead end of the waterline for flushing.
4. There is a boulder wall and public improvements that are in the subdivision plans but are being constructed with the Penwell Transmission line. The Engineer's estimate should be updated to reflect this and the reimbursements can then be addressed in the SIA.

Colorado River Fire Rescue

1. Road name shall be approved by Garfield County Communications Center to ensure road name conflict in the county. Gallo Drive shall be an approved road name. The drawings do not show another road name for south fork of designed road to lots. A separate road name shall be installed on the south road from the fork to the end of the road. Second road name shall be approved by Garfield County Communications Center.
2. Drawings show a fire hydrant installed at the end of Gallo Drive. The proposed fire hydrant shall be moved back to the intersection of Gallo and unnamed road. If this is not acceptable then another fire hydrant shall be installed at the end of the unnamed road.
3. Fire access roads longer than 150' shall be provided with approved fire apparatus turnaround. Turnaround shall be installed on both roads at the end of the road as both are longer than 150'.

Staff Comments

The private road Gallio Drive and the driveway are proposed to be 20' in width, which is adequate for 2-way traffic if there is no parking permitted along these drives. Staff recommends that a condition of approval be that the drives are posted "No Parking".



The applicant proposes hammer-head turnarounds at the ends of these drives, CRFR is requesting 150" cul-de-sacs. The applicant shall resolve the emergency access with CRFR prior to recording of the Final plat.

Lot 3 is proposed to take access off of Gallio Drive, 16th Street will eventually become a major arterial serving the area, Staff recommends that a plat note be added restricting Lot 3 from having access to 16th Street.

The natural drainage on the properties is covered by a blanket utility, drainage and irrigation easement.

FINDINGS

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

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

The proposal is following the process as described in the code. The Subdivision meets all minimum lot size requirements for the Estate Zone district.

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

The neighborhood is largely residential and the proposal for additional single-family housing is compatible with the surrounding area.

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

New single-family home lots are desirable in this area.

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

There are no adverse environmental effects anticipated.

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

The proposed density is lower than recommended in the Comprehensive Plan, which envisions moderate density residential in this area, however, the proposed density is compatible with existing zoning and surrounding land uses.

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

Staff would anticipate the development of a vacant area requiring ongoing maintenance with new homes would be an improvement on surrounding property values.

COMMUNITY DEVELOPMENT DEPARTMENT

202 Railroad Avenue, Rifle, CO 81650

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

Not applicable.

PLANNING & ZONING COMMISSION RECOMMENDATION

The P&Z Commission reviewed the Sketch Preliminary Plan at their December 17, 2024 meeting. A member of the public voiced concern in the trail easement connecting with the existing trail easement for Homestead Filing 4. There was also concern for the removal of the existing natural open space, which the residents of Homestead F4 currently enjoy. The Commission voted unanimously to approve the Sketch/Preliminary Plan.

STAFF RECOMMENDATION

Staff recommends that City Council APPROVE Final Plat 2025-026 for Vetter II Subdivision, with the following conditions:

1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval unless specifically altered by the Planning Commission.
2. The applicant shall resolve referral comments from Colorado River Fire Rescue, and City of Rifle Engineering prior to recording of the Final Plat.
3. Add a Plat Note stating that Lot 3 shall not access 16th Street.
4. Add a Plat Note that "No on-street parking shall be permitted on Gallio Drive or the private driveway. "
5. The applicant shall provide GIS information prior to the final plat being recorded.

THE FARM SUBDIVISION IMPROVEMENT AGREEMENT

The Farm Subdivision Improvement Agreement is proposed for an amendment to allow for a lesser condition of improvement along 16th Street until such time as The Farm or similar development occurs to the North of the subject property. At the time of subdivision of the North property currently known as the Farm, 16th Street will need to be upgraded to meet City standards including curb, gutter, sidewalk.



Agenda Item #11.c.

Agenda Item Name:

Consider Purchase of Scale Computing Hyperconverged Infrastructure and Resolution No. 26, Series of 2025

Presenter:

Jake Statler

Item Description:

Consider purchase of Scale Computing Hyperconverged Infrastructure clusters for FY 2026 budget to replace our existing Nimble SAN (Storage Area Network) and VMware hosts.

Recommended Action:

Move to approve the purchase of two (2) Scale Computing 3-node clusters for a cost not to exceed \$200,000

Fiscal Impact:

VMware licensing is increasing in cost dramatically, and our licenses will expire in January 2027. Our Nimble SAN is going out of support at the end of 2026. For a similar cost to only replacing the Nimble SAN, we will get Scale Computing clusters with advanced disaster recovery features built-in. This amount was included in the 2026 budget.

Operational Impact:

Once setup, Scale Computing is very automated and will take less administrative time to support.

Prior Board Motions:

None.

Background Information:

City of Rifle has been utilizing VMware for quite a long time. Broadcom purchased VMware in November of 2023. Anticipating license cost increases, we purchased a 3-year license at that time, extending our licensing and support to January, 2027. License costs have in fact risen, and many municipalities and corporations are moving away from VMware. Scale Computing was founded in 2007 to provide edge computing, virtualization, and hyperconverged solutions.

Executive Summary:

To support the City's continued efforts to maintain secure, reliable, and cost-effective IT operations, the IT Department is proposing the purchase of new server infrastructure for both City Hall and the Justice Center. This upgrade is driven primarily by increasing licensing costs and the growing administrative complexity associated with VMware, which currently supports much of our virtual environment.

Scale Computing offers a streamlined and cost-effective virtualization platform that is easier to manage, reduces operational overhead, and avoids the substantial licensing increases anticipated under the VMware model. Transitioning now provides long-term cost stability and improved system resiliency. Our current

Nimble SAN storage will go out of support at the end of 2026, and VMware licenses will expire in January of 2027. Under Sec. 4-3-50. - Cooperative purchasing The Procurement Officer is authorized to participate in joint bidding with other public agencies or entities when deemed to be in the City's best interests. Through NASPO – ARCTIQ CO NASPO NVP #AR2472 PA #139963, the department has secured Scale Computing 2x 3-Node 3450F (All-Flash) Clusters for City Hall and Justice Center – 5Y Support – 6 Year Licensing (6th Year Free). This agreement will give the city support starting October 2026 until October 2031. The license terms will start from October 2026 until October 2032. Under the Sec. 4-3-275. - Multi-term contracts. Contracts longer than five (5) years require an authorization by resolution. View resolution attached to item.

Notification Requirements:

None.

Prepared By:

Kelly Thompson, IT Director

Attachments:

1. Scale Computing Quote and Terms#2
2. Resolution No.26 Scale Computing
3. Memorandum to Council - Scale Computing
4. Memo Purchase of Scale Computing Hyperconverged Infrastructure
5. Purchase Request Hypercovered Infrastructure

Quotation for:

Scale Computing 2x 3-Node 3450F (All-Flash) Clusters for City Hall and Justice Center – 5Y Support – 6 Year Licensing (6th Year Free)

Quote # 023440
Version 1

Prepared for:

City of Rifle

Prepared by:

Justin McDonald

Phone:

Email: Justin.McDonald@arctiq.com

Web:

Product

Ln #	Qty	Part Number	Description	Unit Price	Extended Price
1	3	CHA-3-1E	Single Xeon SP CPU, 4x NVMe, 1U	\$19,279.64	\$57,838.92
2	3	CPU-3-23	Scale Computing Intel Xeon Gold (5th Gen) 5515+ Octa-core (8 Core) 3.20 GHz Processor Upgrade - 22.50 MB L3 Cache - 64-bit Processing - 4.10 GHz Overclocking Speed - Socket LGA-4677 - 165 W - 16 Threads	\$0.00	\$0.00
3	24	RAM-3-17	32GB DDR5 5600 MHz RDIMM	\$0.00	\$0.00
4	12	NVM-3-1E	Scale Computing 7.68 TB Solid State Drive - 2.5" Internal - U.3	\$0.00	\$0.00
5	3	NIC-3-11	4-Port Intel E810-DA4 10/25GbE SFP28 OCP Ethernet Adapter	\$0.00	\$0.00
6	3	HCOS-S-5-8C-PS	Scale Computing SC//HyperCore - 8 core 60 Month license and support software	\$8,105.16	\$24,315.48
Start Date: 10/30/2026 End Date: 10/29/2031 5 Year					
7	1	HW-5	5 Year HW Support for Scale Computing HCI Appliance	\$5,783.91	\$5,783.91
Start Date: 10/30/2026 End Date: 10/29/2031 5 Year					
8	1	QADVON	Scale Computing ScaleCare Advanced Onsite Installation Services	\$6,072.07	\$6,072.07
9	1	FM-S-5-5	5YR LICS AND SW LICS SC//FLEET MANAGER - 5 CLUSTER	\$1,907.00	\$1,907.00
Start Date: 10/30/2026 End Date: 10/29/2031 5 Year					
10	3	CHA-3-1E	Single Xeon SP CPU, 4x NVMe, 1U	\$19,279.64	\$57,838.92
11	3	CPU-3-23	Scale Computing Intel Xeon Gold (5th Gen) 5515+ Octa-core (8 Core) 3.20 GHz Processor Upgrade - 22.50 MB L3 Cache - 64-bit Processing - 4.10 GHz Overclocking Speed - Socket LGA-4677 - 165 W - 16 Threads	\$0.00	\$0.00
12	24	RAM-3-17	32GB DDR5 5600 MHz RDIMM	\$0.00	\$0.00

Phone:

Email: Justin.McDonald@arctiq.com

Web:

Product

Ln #	Qty	Part Number	Description	Unit Price	Extended Price
13	12	NVM-3-1E	Scale Computing 7.68 TB Solid State Drive - 2.5" Internal - U.3	\$0.00	\$0.00
14	3	NIC-3-11	4-Port Intel E810-DA4 10/25GbE SFP28 OCP Ethernet Adapter	\$0.00	\$0.00
15	3	HCOS-S-5-8C-PS	Scale Computing SC//HyperCore - 8 core 60 Month license and support software	\$8,105.16	\$24,315.48
Start Date: 10/30/2026 End Date: 10/29/2031 5 Year					
16	1	HW-5	5 Year HW Support for Scale Computing HCI Appliance	\$5,783.91	\$5,783.91
Start Date: 10/30/2026 End Date: 10/29/2031 5 Year					
17	3	QSRNNW	Scale Computing Node Installation and Network Configuration	\$667.93	\$2,003.79
18	1	MCVSS	Scale Computing VMware Seamless Switch End User Promo (Per Month)	\$0.00	\$0.00
19	12	MCVSS-SWEXT	Scale Computing VMware Seamless Switch Software Extension	\$0.00	\$0.00
20	1	QHAT	Scale Computing SC//HyperCore Advanced Training	\$0.00	\$0.00
21	1	ADTM-PROMO-20	Scale Computing PROMO Scale Computing Move powered by Carbonite Migrate	\$0.00	\$0.00
22	1	RDF	Retail Delivery Fee	\$0.00	\$0.00
				Subtotal:	\$185,859.48

Contract Vehicle: CO NASPO NVP #AR2472 PA #139963

Authorized Reseller of products and services via NASPO NVP Master Agreement #AR2472 and CO Participating Addendum #139963.

Purchase orders under this contract must reference: CO NASPO NVP #AR2472 PA #139963

Phone:

Email: Justin.McDonald@arctiq.com

Web:

Scale Computing 2x 3-Node 3450F (All-Flash) Clusters for City Hall and Justice Center – 5Y Support – 6 Year Licensing (6th Year Free)

Sold To:

City of Rifle
202 Railroad Avenue
Rifle, CO 81650
Kelly Thompson
kthompson@rifleco.org

Ship To:

City of Rifle
202 Railroad Avenue
Rifle, CO 81650
Kelly Thompson
kthompson@rifleco.org

Quote Information:

Quote #: 023440
Version: 1
Expiration Date: 12/12/2025
Terms:
Freight: 5387

Account Executive:

Arctiq - Mountain
Justin McDonald
Justin.McDonald@arctiq.com

Quote Summary	Amount
Product	\$185,859.48
Total:	\$185,859.48

SCALE COMPUTING, INC.
TERMS OF SUPPORT AND MAINTENANCE

These Terms of Support and Maintenance (these “**Terms**”) set forth the terms pursuant to which Scale Computing, Inc. (“**Scale Computing**”) will provide Support Services to the individual or entity who has purchased or licensed a Covered Product (“**Customer**”). Each of Scale Computing and Customer is a “**Party**” and together, the “**Parties**.” By entering into an Order Form for Support Services, purchasing a Covered Product, or otherwise using or accessing a Covered Product, Customer agrees to be bound by these Terms.

1. DEFINITIONS

- 1.1. “**Clustered System**” means three or more Covered Products that have been joined together in a Scale Computing-supported configuration utilizing native hardware and software components to create a single unified system.
- 1.2. “**Covered Product**” means a hardware appliance or software sold by Scale Computing or Scale Computing’s authorized reseller to Customer for which Customer has purchased Support Services.
- 1.3. “**Customer Data**” means any electronic data submitted by or on behalf of Customer to Scale Computing in connection with the Support Services.
- 1.4. “**Dark Site**” means a location that does not have internet capabilities or which is not connected to the internet.
- 1.5. “**Error**” means any failure of a Covered Product to substantially conform to its published specifications.
- 1.6. “**High Temperature Alert**” means an alert shown by a Covered Product indicating that the temperature of the Covered Product or a component thereof is approaching or has exceeded the manufacturer’s temperature thresholds for safety and proper operation of such Covered Product or component.
- 1.7. “**Order Form**” means the order form, purchase order, or other ordering document pursuant to which Customer is entitled to obtain Support Services from Scale Computing.
- 1.8. “**Severity Levels**” means the severity level classifications and descriptions and their corresponding service objectives and initial response times, as set forth in Exhibit A.
- 1.9. “**Software**” means the SC//HyperCore product.
- 1.10. “**Software Update**” means improvements, bug fixes, error corrections, and patches that may include minor new features, but not architectural changes or major new features to the Software. A Software Update is indicated by a change in the version number after the first decimal (e.g. version 1.0.0 to 1.1.0).
- 1.11. “**Support Hours**” means the support hours corresponding to the Support Package.
- 1.12. “**Support Package**” means the support package purchased by Customer, as indicated on the Order Form.
- 1.13. “**Support Services**” means the technical support, maintenance, and other services provided by Scale Computing, as set forth in these Terms.

2. SUPPORT SERVICES.

- 2.1. Generally. During the Term, and subject to Customer’s compliance with these Terms, Scale Computing will provide the Support Services to Customer based on Customer’s purchased Support Package. During the term of the Support Services, Scale Computing will provide Customer with assistance to diagnose and

resolve technical problems with the Covered Products through Scale Computing's website, by telephone, or by other means specified by Scale Computing.

- 2.2. Scale Support Web Site. Scale Computing will provision Customer an account to access Scale Computing's online customer support portal (the "**Support Portal**"). Customer will use the Support Portal only for supporting its authorized use of the Covered Products and for logging a support ticket. Customer agrees to keep the credentials used to access the Support Portal confidential and secure, and accepts responsibility for all activities that occur under its account. Customer agrees to immediately notify Scale Computing in the event Customer believes that Customer's account is no longer secure. Scale Computing may terminate or suspend Customer's access to the Support Portal, if Scale Computing, in its sole discretion, determines Customer's account is no longer secure. All software that is available for download through the Support Portal will be licensed to Customer under the same terms as those covering Customer's use of the Covered Product unless otherwise indicated. By downloading, installing, or otherwise using such software, Customer hereby accepts such additional or different license terms. Customer agrees that Scale Computing may track or collect information or data related to Customer's use of Scale Computing's website or Support Portal, and hereby consents to Scale Computing's use thereof in connection with its business.
- 2.3. Error Corrections. Scale Computing will use commercially reasonable efforts to correct or minimize the effects of any reproducible and demonstrable Error reported to Scale Computing by Customer in accordance with the service and response objectives for the Severity Level of such Error.
- 2.4. Security. Scale Computing will maintain appropriate administrative, physical, and technical safeguards, reasonably designed to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure. In addition, Scale Computing will also maintain procedures reasonably designed to respond to security incidents and will notify Customer after becoming aware of any unlawful access or unauthorized acquisition or disclosure of Customer Data following determination by Scale Computing that such security incident has occurred.
3. **FULL SUPPORT**. If Customer has an active Support Package containing full support (as indicated in the Support Portal), Scale Computing will provide the following support for the applicable Covered Products. For clarity, Section 3.1 applies to Software, and the other Sections in this Section 3 apply to hardware:
 - 3.1. Software Support. Scale Computing will provide Support Services for Software, as described in Section 4.
 - 3.2. Hardware Failure Analysis. Upon receipt of a Customer's report that a Covered Product has failed, Scale Computing may review such allegedly failing Covered Product or component and perform a failure analysis to determine the cause of the alleged non-conformance. In the event that such failure may be the result of defective materials or workmanship, Scale Computing may, at its option, repair or place such Covered Product or component, and issue a return material authorization ("**RMA**") in accordance with the applicable Support Package. Customer shall return such Covered Product or component to Scale Computing in accordance with Section 3.3 below. Scale Computing may further examine the allegedly failing Covered Product or component upon receipt thereof to confirm the reason for the failure.
 - 3.3. Return of Products. Upon receipt of an RMA, Customer shall package and ship the Covered Products and components identified in the RMA to Scale Computing within 15 days from when Customer receives a replacement part or as otherwise requested by Scale Computing. Customer shall ensure that the RMA number is marked and visible on the outside of the package, and the package is sent prepaid, insured, and packaged appropriately for safe shipment of the Covered Products or components. Scale Computing may reject any packages sent that do not comply with the foregoing. Customer may contact Scale Computing to obtain instructions and packaging materials (as available) for safe shipment of Covered Products or components. Title and risk of loss to any returned Covered Products or components shall transfer to Scale Computing upon receipt. If the failure is due to defective materials or workmanship, Scale Computing will bear all freight expenses for returned Covered Products or components, provided Customer complies with the process set forth in this Section 3.3 and utilizes Scale Computing's designated carrier.

- 3.4. **Spare Parts.** Customer may purchase spare parts by submitting a purchase order to Scale Computing. Any purchase of spare parts is subject to and governed by these Terms. Such spare parts will be subject to the original warranty. Title to, and risk of loss of, the spare parts will pass to Customer when such spare parts are entrusted to a carrier. Any and all legal terms in a customer's purchase order are null and void. Payments for spare parts will be made as directed by Scale Computing.
- 3.5. **Excluded Coverage.** For clarity, Scale Computing will not be responsible for replacing or repairing any Covered Products or components with failures caused by: (a) issues external to the Covered Product, such as issues with Customer's network or systems, (b) improper use or installation, or (c) damage to the Covered Product while in Customer's possession or control (each an "**Out of Warranty Cause**"). If Scale Computing determines that the failure of a Covered Product or component is caused by an Out of Warranty Cause, Scale Computing may invoice Customer for, and Customer agrees to pay, any costs incurred by Scale Computing for diagnosing the cause of such failure, for any related shipping costs, and, to the extent Scale Computing has repaired or replaced the failed Covered Product or component, the cost of such repair or replacement. Replacing or repairing any Covered Product or component shall not extend any warranty covering the replaced Covered Product or component.
- 3.6. **Opened Hardware Covers.** Covered Products may contain mechanisms or devices to detect whether the Covered Product has been opened or any protective casing has been removed or tampered with. Scale Computing shall have no obligation to provide support for any Covered Product that Scale Computing determines has been opened or for which any casing has been removed or tampered with unless Customer does so in accordance with Scale Computing's express written instructions.
4. **SOFTWARE SUPPORT.** If Customer has an active Support Package specified as containing full support or Software-only support, Scale Computing will provide the following support for Software:
- 4.1. **Software Updates.** Scale Computing will make Software Updates available to Customer, if, as and when Scale Computing makes any such Software Update generally available to its other customers. Updates are licensed under the terms of the Software unless otherwise stated.
- 4.2. **Documentation.** Customer may access Scale Computing's most recently published support documentation on Scale Computing's website, through the Support Portal.
5. **FULL SUPPORT ELIGIBILITY.** For the avoidance of doubt, Customer will be entitled to full support (i.e., coverages for hardware and software) for Covered Products, when Customer has purchased a Support Package that includes full support from Scale Computing. If Customer purchased support from a third party, such third party support may include hardware-related support to be provided by such third party, and Software-only support to be provided by Scale Computing.
6. **ON-SITE INSTALLATION.** Scale Computing may, upon Customer's request, agree to provide on-site installation. If on-site installation is included in Customer's Support Package, such installation will be offered on a one time basis as a separate charge to Customer. Without limiting the foregoing, future on-site support may be provided pursuant to a separate written agreement between Scale Computing and Customer.
7. **DARK SITES SUPPORT.** In the event Customer operates a Covered Product from a Dark Site, or a Covered Product is not connected or has limited access to the internet ("**Dark Products**"), Customer is responsible for ensuring Scale Computing has remote access to the Dark Products sufficient to allow Scale Computing to provide the Support Services, such as, by way of example, via lights-out management, KVM over IP, or remote terminal access. Scale Computing will use commercially reasonable efforts to provide Customer support for Dark Products during Scale Computing's Support Hours only if: (a) Customer has an active Support Package that includes Dark Site support, and (b) Scale Computing has sufficient access to provide the Support Services. Customer may purchase Remote Access Mechanisms from Scale Computing upon request.
8. **EXCLUSIONS, LIMITATIONS AND CONDITIONS TO SUPPORT SERVICES.**
- 8.1. **Services Not Covered.** Notwithstanding anything to the contrary in these Terms, the Support Services

shall not include, and Scale Computing will have no obligation to provide Support Services for any Errors, failures, defects or other issues caused by or resulting from:

- 8.1.1. Customer's failure to implement any Software Update;
- 8.1.2. Changes made by Customer or a third party to an operating system, network configuration or environment that adversely affects a Covered Product;
- 8.1.3. Configuration of the Customer's network (except for configuration of the Customer's network done in accordance with Scale Computing's written instructions for installation, or maintenance of a Covered Product);
- 8.1.4. Any repairs, alterations or modifications made to a Covered Products other than those made by or at the direction of Scale Computing;
- 8.1.5. Use of a Covered Product in a manner other than as specified in the applicable documentation or specifications;
- 8.1.6. Customer's installation, operation, repair, or maintenance of a Covered Product in a manner not accordance with Scale Computing's instructions
- 8.1.7. The combination, replacement, use, or interconnection of a Covered Product (or any part thereof) with other software or hardware that was not supplied or approved by Scale Computing;
- 8.1.8. Fire or water damage, earthquakes, lightning, or other acts of nature, or other causes external to a Covered Product;
- 8.1.9. Abnormal physical or electrical stress;
- 8.1.10. Customer's or a third party's negligence or accidental damage;
- 8.1.11. Customer's failure to provide and maintain adequate electrical power, cooling or humidity controls, in accordance with a Covered Product's specifications;
- 8.1.12. Excessive wear or deterioration of a Covered Product;
- 8.1.13. Relocation of a Covered Product (except as authorized by Scale Computing in accordance with Section 10);
- 8.1.14. Breach of Customer of these Terms or of the license agreement governing Customer's use of a Covered Product;
- 8.1.15. Customer's refusal to follow Scale Computing's instructions, implement any Error correction, or install a replacement part made available to Customer by Scale Computing or its designee.

8.2. Limitations on Support Services.

- 8.2.1. *Single Node Systems.* With the exception of HyperCore Edge systems, in the event Customer operates a Covered Product by itself and not in a Clustered System ("**SNS System**"), as a condition to Scale Computing's obligation to provide Support Services for the SNS System, Customer must have an active Support Package for the SNS System, and must replicate Customer's applications and data to another system sufficient to allow Customer to failover to such system and run its applications and access its data while the SNS System is inoperable for any reason. In the event Scale Computing provides Support Services for a Covered Product that has not been so replicated, then, without limiting any other limits of Scale Computing's liability arising out of or in connection with the subject matter hereof, Scale Computing shall have no liability for any data, productivity, monetary or business losses incurred by Customer in connection with providing such Support Services. An SNS System can be operated as a business resilience system only if purchased as a HyperCore BRS limited license type. Customer must use a data backup service when Customer is using the HyperCore BRS limited license type. For the avoidance of doubt, Scale Computing shall have no liability for any downtime or data loss experienced by Customer in connection with the BRS for SNS Systems, whether the underlying data is subject to backup or not.
- 8.2.2. *Clustered Systems.* Each Covered Product in a Clustered System must have an active Support Package in order to receive Support Services. Scale Computing will have no obligation to provide Support Services to any Covered Products in a Clustered System if any individual Covered Product within the Clustered System does not have an active Support Package that includes the type of Support Service requested.

- 8.3. Customer Obligations. Scale Computing's obligation to provide the Support Services is conditioned on Customer's fulfillment and compliance with the following obligations.

- 8.3.1. *Maintenance.* Customer will maintain the installation site, the Covered Products, and the operating environment for the Covered Products in good working order and in accordance with the specifications and documentation for the Covered Products, including any manufacturer's specifications for the Covered Product or a component thereof.
- 8.3.2. *Personnel.* Customer shall only allow use of the Covered Products by competent, trained personnel.
- 8.3.3. *Software Releases.* In order to receive Support Services, Customer must implement all Software Updates in accordance with on Scale Computing's Software Support Matrix (available at <https://community.scalecomputing.com/s/article/Scale-Computing-Software-Support-Matrix> or a successor URL).
- 8.3.4. *Cooperation.* Customer will reasonably cooperate with Scale Computing and assist as reasonably requested by Scale Computing in connection with Scale Computing's provision of the Support Services. Such cooperation shall include: (a) providing Scale Computing with remote access to the Covered Products as may be necessary to provide the Support Services, (b) providing Scale Computing with the information about Errors (as set forth in subsection 8.3.5 below), and (c) reasonable assistance as may be required to diagnose or service a Covered Product, including restarting the system, logging or running operational readiness tasks, as may be requested by Scale Computing.
- 8.3.5. *Notification.* Customer shall promptly notify Scale Computing of any Errors with information sufficient to allow Scale Computing to reproduce the Error ("**Error Notification**"). The Error Notification shall include a description of the Error, including, if applicable, a description of any physical indicators of the Error, alarm codes, system logs, or any other information reasonably requested by Scale Computing. Error Notifications made via email will, by default, be treated as having a Severity Level of 4 (as described in the Severity Levels). Any software or product information provided by Customer to Scale Computing in connection with the Support Services may be freely used by Scale Computing without restriction.
- 8.3.6. *Designated Contact.* Customer will designate a primary contact and an alternate contact (each a "**Designated Contact**") that Scale Computing may contact in connection with the Support Services. All Error Notifications must be made by a Designated Contact. Customer may change its Designated Contacts by providing Scale Computing at least 10 days' notice of such change.
- 8.3.7. *Data.* Customer will be responsible for maintaining backup copies of all data residing in or relying in any way on a Covered Product. Scale Computing will have no responsibility or liability arising out of or related to the loss of any data incurred in connection with the Support Services.
- 8.3.8. *Temperature, Cooling and Age.* Customer shall maintain proper cooling of the Covered Products. In the event a High Temperature Alert is triggered, Customer will check the physical hardware location and take corrective action as may be necessary to address the any underlying causes, including, without limitation, powering off the affected Covered Products. Additionally, Customer shall promptly notify Scale Computing in the event Customer is unable to ascertain the underlying cause for the High Temperature Alert. In the event Scale Computing determines that Customer has failed to comply with its obligations, Scale Computing may elect (in its sole discretion) to either: (a) provide Software-only support for the remainder of the Support Term (as defined in Section 11.1), and upon such election, Customer will no longer be entitled to receive full support for the Covered Product, or (b) require (as a condition to Scale Computing's obligation to provide any Support Services) that Customer purchase and replace the affected components in the Covered Product in accordance with Scale Computing's written directions.
- 8.3.9. *Fees.* Customer shall pay the fees for the Support Services as set forth in the Order Form. Except as indicated on the applicable Order Form, payments are non-refundable.
- 8.4. **Abuse of Support Services.** Customer acknowledges that the Support Services are intended to provide support for the Covered Products. Accordingly, in no event will the Support Services include administrative, monitoring, troubleshooting or other duties:
- 8.4.1. Outside of the Covered Product's direct software or hardware platforms or immediate networking environment;
- 8.4.2. Outside of the provided web interface features, including but not limited to performing accessible configurations such as snapshot scheduling or virtual machine cloning, replication, or exporting; or

- 8.4.3. Involving guest environments on host software, including operating system boot issues, performance issues, viruses, software or hardware customizations, general troubleshooting or server, service, or application installation and configuration.

Scale Computing reserves the right to limit or terminate active Support Packages without refund after one written warning if Scale Computing determines that Customer is utilizing or attempting to utilize Scale Computing support resources to assist with any of the foregoing.

9. **LAPSED SERVICE FEE.** In the event Customer elects to purchase a Support Package for a Covered Product for which Support Services have lapsed, Customer agrees to pay Scale Computing: (a) the maintenance fees set forth on the Order Form for the such Support Package, (b) a lapsed service fee equal to Scale Computing's then-current standard maintenance fee for such Support Package pro-rated for the amount of time Support Services for the Covered Product have lapsed, (c) Scale Computing's then-current catch-up fees, if applicable, and (d) any recertification fees, as applicable.

10. **RELOCATION AND TRANSFER OF COVERED PRODUCTS.** All relocations of a Covered Product must be performed in accordance with Scale Computing's instructions in order to continue receiving full support as indicated in Section 3. In no event will Scale Computing be responsible for, or be obligated to provide hardware replacement support for, damage, failures, Errors or other issues arising out of or resulting from relocation or movement of a Covered Product. Scale Computing may provide Customer with shipping and packaging materials for the relocation of a Covered Product upon request. Scale Support will assist in facilitating pre- and post-move health checks of the Covered Products upon request. A full list of recommendations for a successful physical relocation can be found on the transfer documents.

11. TERM AND TERMINATION.

- 11.1. Support Term. These Terms go into effect on the date Customer agrees to these Terms and continue until terminated, or until Customer no longer maintains an active Support Package for such Covered Product (such period the "**Support Term**"). The Support Term for each Support Package will begin on the date the applicable Covered Product is shipped to Customer unless otherwise specified on the Order Form, and will continue for the purchased duration unless these Terms are terminated.
- 11.2. Full Support Renewal. Except as otherwise specified on an Order Form, Customer may renew the Support Term for Support Packages containing full support for so long as full support is offered by Scale Computing for the applicable Covered Product by providing notice to Scale Computing at least 30 days prior to the end of the Support Term, provided, however, that in no event can the aggregate Support Term for the Support Package extend beyond five (5) years from the original purchase date of the applicable Covered Product.
- 11.3. Software Support Renewal. Except as otherwise specified on an Order Form, Customer may request to renew the Support Term for Support Packages containing full support or Software-only support as Software-only support for so long as Software-only support is offered by Scale Computing for the applicable Covered Product by providing notice to Scale Computing at least 30 days prior to the end of the Support Term, provided, however, that in no event can the aggregate Support Term for the Support Package extend beyond seven years from the original purchase date of the applicable Covered Product. For clarity, any Support Packages renewed pursuant to this Section 11.3 shall contain Software-only support, and Scale Computing shall not be obligated to provide hardware-related support for any Covered Product covered by such renewed Support Package.
- 11.4. Termination. Either Party may terminate these Terms or an affected Support Package in the event the other Party: (a) materially breaches these Terms, and fails to cure such breach within 30 days of being notified thereof; or (b) makes an assignment for the benefit of creditors, become subject to proceedings under bankruptcy or insolvency law, is unable to pay debts as they mature, becomes insolvent, or ceases operating in the normal course of business. Either Party may terminate these Terms upon notice to the other in the event there are no active Support Packages.

11.5. Effect of Termination. Upon termination of these Terms, all Support Packages shall terminate as well, and the rights and obligations of the Parties under these Terms will terminate, except that Sections 1, 11.5, 12, 13, 14.2, 15, and 16 will survive termination of these Terms.

12. **PROPRIETARY RIGHTS**. Except as explicitly provided herein, Scale Computing retains all right, title, and interest in and to the intellectual property rights in the Support Services, Covered Products and the Software, including, without limitation, any Software Updates, documentation, and all derivative works created therefrom. Customer will not delete or in any manner alter any copyright, trademark, or other proprietary rights notices of Scale Computing appearing on or in the Covered Products, Software, or documentation, and Customer shall reproduce any such notices on all copies it makes of the Covered Products, Software or documentation. To the extent Customer provides feedback to Scale Computing regarding any Covered Product, Software, Support Services, or documentation (“**Feedback**”), Customer agrees that Scale Computing may freely exploit such Feedback without further compensation to Customer.

13. CONFIDENTIALITY.

13.1. Definition. As used herein, “**Confidential Information**” means all confidential information disclosed by or otherwise obtained from a Party (“**Disclosing Party**”) to or by the other Party (“**Receiving Party**”), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. “Confidential Information” of a Disclosing Party includes such Disclosing Party’s technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Scale Computing’s “Confidential Information” includes the Software, documentation, and all Scale Computing product technical information, as well as technical information generated by Covered Products about the operation or performance of Covered Products. “Confidential Information” does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

13.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, the Receiving Party is permitted to disclose Confidential Information of the Disclosing Party on a need-to-know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. “**Affiliate**” means any corporation, partnership, joint venture, or other entity: (a) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (b) if a partnership, as to which a Party or another Affiliate is a general partner; or (c) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations.

14. WARRANTIES AND DISCLAIMER

14.1. Limited Warranty. Scale Computing warrants to Customer that it will perform the Support Services in a professional and workmanlike manner. Scale Computing will use reasonable efforts to reperform any

Support Services to correct or circumvent any nonconformities in the Support Services identified by Customer within the 30-day period following the date of performance of such Support Services. This Section 14.1 states Scale Computing's sole and exclusive liability, and Customer's sole and exclusive remedy for breach of this warranty.

- 14.2. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, SCALE COMPUTING MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SCALE COMPUTING EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. SCALE COMPUTING DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE. SCALE COMPUTING DOES NOT WARRANT THAT THE SOFTWARE, OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE, FULLY AVAILABLE OR UNINTERRUPTED. SCALE COMPUTING DOES NOT WARRANT THAT ANY INFORMATION PROVIDED ON, IN OR THROUGH THE SOFTWARE OR THE DOCUMENTATION IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. SCALE COMPUTING EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE SOFTWARE, OR THE DOCUMENTATION. SCALE COMPUTING DOES NOT WARRANT AGAINST LOSS OF DATA.

15. LIMITATIONS OF LIABILITY

- 15.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, SCALE COMPUTING WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE TERMS, EVEN IF SCALE COMPUTING IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL SCALE COMPUTING BE LIABLE FOR ANY LOSS OF DATA STORED IN, OR IN CONNECTION WITH, THE SOFTWARE.
- 15.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL SCALE COMPUTING'S (OR ITS SUPPLIERS) TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER FOR THE ACTIVE SUPPORT PACKAGE FOR WHICH CLAIMED DAMAGES AROSE.
- 15.3. Independent Allocations of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SCALE COMPUTING TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN SECTION 15 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

16. GENERAL

- 16.1. Relationship. The Parties to these Terms are independent contractors and these Terms will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the

other's prior written consent.

- 16.2. Use of Brand Name.** Scale Computing and its Affiliates may use the name, brand, or logo of Customer (and Customer's parent company) (the "**Customer Marks**") solely for the purpose of identifying Customer as a licensee or customer of Scale Computing and its Affiliates in a 'customer' section of their websites, brochures, or other promotional materials, or as part of a list of their customers in a press release or other public relations materials. Any such limited use shall include proper attribution to Customer or its parent company of any trademark or logo of Customer or its parent company, and shall in no way suggest that Scale Computing and its Affiliates are affiliated with, or speaking on behalf of, Customer or Customer's parent company. Any other press releases or marketing materials referring to the Customer Marks shall require mutual approval in writing prior to public dissemination thereof. Without limiting the foregoing, Customer may object to use of the Customer Marks by providing written notice to Scale Computing specifying the objectionable uses, and Scale Computing and its Affiliates will use reasonable efforts to promptly cease the identified uses following receipt of such notice.
- 16.3. Assignability.** Customer shall not assign or otherwise transfer its rights under these Terms without the prior written consent of Scale Computing. Any attempt to make such an assignment without Scale Computing's consent shall be void. Scale Computing may freely assign these Terms.
- 16.4. U.S. Government Restricted Rights.** The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and corresponding documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.
- 16.5. Notices.** All notices and other communications required or permitted hereunder shall be in writing and be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in Customer's order for Scale Computing Platform software and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 16.5. Notices to Scale Computing shall be sent to: Scale Computing, Inc, 525 S. Meridian - Suite 3E, Indianapolis, IN 46225. Email for legal notices: legalnotices@scalecomputing.com.
- 16.6. Force Majeure.** Neither Party will be liable to the other Party for any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, including, without limitation, Acts of God, accident, death, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the Party failing or delaying in performance.
- 16.7. Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The Parties hereby irrevocably consent to the personal jurisdiction and venue of the federal, state, and local courts in New Castle County, Delaware in connection with any action arising out of or in connection with these Terms. Notwithstanding the foregoing, at either Party's option, any dispute or claim arising out of or related to these Terms may be finally settled by confidential binding arbitration in Wilmington, Delaware before one arbitrator, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Customer will use the Software and corresponding documentation in compliance with all applicable laws and regulations.
- 16.8. Waiver.** Waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Failure by either Party to enforce any provisions of these Terms shall not be deemed a waiver of future enforcement of that or any other provision.
- 16.9. Severability.** If a court or arbitrator of competent jurisdiction holds any term of these Terms invalid or

unenforceable, such term will be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term cannot be so modified, it will be severed and the remaining terms of these Terms will be interpreted in such ways as to give maximum validity and enforceability to these Terms. If any material limitation or restriction on the use of the Software under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Software will immediately terminate.

- 16.10. Entire Agreement. These Terms, including all exhibits, constitutes the entire agreement between these Parties and supersedes, and the terms of these Terms govern, all prior and contemporaneous oral and written communications regarding this transaction, except that these Terms do not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to these Terms being executed, nor do they affect the validity of any agreements between the Parties relating to products or services of Scale Computing other than the Software. No employee, agent, or other representative of Scale Computing has any authority to bind Scale Computing with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in these Terms. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of these Terms. These Terms may not be altered, modified, or amended except by written amendment duly executed by authorized representatives of each Party hereto. Scale Computing will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to these Terms (whether or not it would materially alter these Terms) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, purchase order, or otherwise, unless Scale Computing specifically provides a written acceptance of such provision signed by an authorized representative of Scale Computing. Scale Computing may update these Terms from time to time and any updates will be binding at time of Customer's next renewal of the Software. Customer will periodically check for updates to these Terms, including prior to any renewal.

EXHIBIT A

Severity Levels

Scale Computing will assign a Severity Level for each technical problem based on Customer's description of the problem(s) and their impact on overall data accessibility. The Initial Response Time Objective is defined as Scale Computing providing some form of verbal or written contact with Customer to respond to and/or identify the issue or concern as Scale Computing understands it at that time. Scale Computing will use commercially reasonable efforts to meet the objectives below.

Severity	Definition	Service Objective	Initial Response Time Objective
1 (Critical)	A critical problem requiring immediate resolution. Problem may cause loss of data and/or restrict production data availability.	Resources applied continuously until a solution or acceptable workaround is found.	2 hours
2 (Major)	A serious problem that affects major functionality. Operation continues in a restricted fashion and there may be restricted access to production data.	Resources applied on a priority basis during normal business hours (2AM–10PM ET Monday through Friday), until a solution or workaround is found.	2 hours
3 (Minor)	A problem that minimally affects, if at all, functionality operations or for which an acceptable workaround exists.	Resources applied during normal business hours (2AM–10PM ET Monday through Friday) until a solution or workaround is found	2 hours
4 (Minor Enhancements)	A minor condition or request that has no significant effect on the Customer operations.	Resources applied during normal business hours (2AM–10PM ET Monday through Friday) until a solution or workaround is found	1 business day

Scale Computing, Inc.
End User Software License Agreement

This End User Software License Agreement (“**Agreement**” or “**EULA**”) is a legal agreement between Scale Computing, Inc., a Delaware corporation with an office at 525 S. Meridian – Suite 3E, Indianapolis, IN 46225 (“**Scale Computing**”) and the legal entity on whose behalf you are entering into these terms (“**you**” or “**Customer**”). Each of Scale Computing and Customer is a “**Party**” and together, the “**Parties**.”

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY CLICKING “I ACCEPT”, DOWNLOADING, INSTALLING, BREAKING A SEAL ON AN APPLICABLE PHYSICAL MEDIUM, OR OTHERWISE USING THE SOFTWARE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA, THEN DO NOT INSTALL, COPY OR USE THE SOFTWARE.

1. DEFINITIONS

- 1.1. “**Clustered System**” means three or more Nodes that have been joined together in a Scale Computing-supported configuration utilizing native hardware and software components to create a single unified system.
- 1.2. “**Documentation**” means user manuals, help files, or other documentation, in whatever form, relating to the Software.
- 1.3. “**Licensed Unit**” means, Nodes, Clustered Systems, chassis, CPUs, or other measurable metric or unit by which the Software is licensed.
- 1.4. “**Node**” means a physical server with its own unique IP address.
- 1.5. “**Order Form**” means the order form, agreement or other ordering document between Customer and Scale Computing or its authorized reseller pursuant to which Customer purchased the right to use the Software.
- 1.6. “**Shipment Date**” means the date of shipment of product or licenses by Scale Computing or its authorized reseller.
- 1.7. “**Software**” means the object code version of Scale Computing’s virtualization software referred to as HyperCore or SC//HyperCore, previously referred to as HC3.

2. TERM AND TERMINATION

- 2.1. Term. This Agreement is effective beginning upon the earlier of Customer’s acceptance of this Agreement or when Customer first downloads, installs, breaks the applicable seal or otherwise uses the Software, and, unless terminated earlier in accordance with its terms, shall continue for the subscription period indicated on the Order Form (the “**Term**”).
- 2.2. Termination by Scale Computing. Scale Computing will have the right to terminate this Agreement immediately upon notice if Customer: (a) breaches any term of this Agreement; or (b) makes an assignment for the benefit of creditors, become subject to proceedings under bankruptcy or insolvency law, is unable to pay debts as they mature, becomes insolvent, or ceases operating in the normal course of business.
- 2.3. Termination by Customer. Customer may terminate this Agreement: (a) at any time by providing notice to Scale Computing of desire to terminate and specifying the effective date of such termination, or (b) in the event Scale Computing breaches any material term or condition of this Agreement and fails to remedy any such breach within thirty (30) days of receiving notice thereof from Customer, by providing notice to Scale Computing.

- 2.4. Effect of Termination of Agreement. Upon termination or expiration of this Agreement, Customer shall immediately cease all use of the Software, the Documentation or related materials, and destroy all copies of the Software, Documentation or related materials. If requested by Scale Computing, Customer will certify to Scale Computing in a writing signed by an officer of Customer that Customer has destroyed all such copies. Customer further agrees that in the event of such termination or expiration, all fees or charges due for the remaining Term shall immediately become due and payable under this Agreement unless it was terminated for Scale Computing's material breach. Scale Computing's obligations under this Agreement shall cease upon termination or expiration thereof.
- 2.5. Post-Termination Obligations. If this Agreement is terminated for any reason any and all liabilities accrued prior to the effective date of the termination will survive.
- 2.6. Survival. Notwithstanding anything to the contrary herein, Sections 1, 2.4, 2.5, 2.6, 3.2, 3.5, 3.6, 3.7, 5, 7, 8, and 9 will survive termination or expiration of this Agreement. Rights to access the Software do not survive the Term.

3. LICENSE AND INTELLECTUAL PROPERTY

3.1. Commercial License Terms.

- 3.1.1. License Grant - Software. If Customer has purchased a commercial license for the Software (the "**Commercial Software**"), upon Customer's full payment of the required license fees as specified in the Order Form, Scale Computing hereby grants to Customer, and Customer hereby accepts, a limited, nonexclusive, nontransferable, non-sublicensable license to: (a) install the number of Licensed Units of Commercial Software onto equipment authorized by Scale Computing, as indicated in the Order Form, and (b) use the Commercial Software solely for the number of Licensed Units purchased as embedded in, for execution on, or (where the applicable Documentation permits installation on equipment not authorized by Scale Computing) for communication with, Scale Computing-authorized equipment by Customer in accordance with the applicable Documentation, in each case subject to the terms and conditions set forth herein.
- 3.1.2. If Customer has obtained a free-to-use version of the Software, Scale Computing hereby grants to Customer, and Customer hereby accepts, a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to the Software solely for Customer's testing, demonstration and marketing purposes, but not for production use (this "**Free License**"). Notwithstanding anything to the contrary herein, either Party may terminate this Free License at any time for any reason. **Notwithstanding anything else in this Agreement, Scale Computing provides no warranty, indemnity, or support for Software subject to this Free License, and Scale Computing's liability for such Software will not exceed US\$[50].**
- 3.1.3. If Customer purchases an upgrade to Commercial Software after initially using the Software pursuant to this Free License, Customer shall receive a Scale Computing-provided upgrade key to upgrade from this Free License. Each instance of the Software for which Customer purchases a commercial license shall be upgraded to Commercial Software upon entering such key.
- 3.2. License Grant - Documentation. Scale Computing may provide Documentation to Customer. Scale Computing hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Scale Computing's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights to use the Software.
- 3.3. Single Node Systems. With the exception of HyperCore Edge systems, in the event Customer purchases and operates a Node by itself and not in a Clustered System ("**SNS System**"), Customer must replicate Customer's applications and data to another system sufficient to allow Customer to failover to such system and run Customer's applications and access its data while the SNS System is inoperable for any reason.

- 3.4. General Restrictions. Except and solely to the extent such restriction is impermissible under applicable law, and other than as expressly set forth in this Agreement, Customer will not, and will not assist or permit any third party to: (a) disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code of the Software or any component thereof, (b) copy, reproduce, modify, alter or otherwise create any derivative works of the Software or any component thereof, (c) sell, lease, sublicense, transfer or otherwise convey the Customer's rights to or license in the Software to any third party, (d) make the software available to a third party on a network, service bureau or as-a-service basis; (e) use the Software to violate, misappropriate, or infringe the rights of any third party, (f) interfere with or circumvent any feature of the Software, including any security or access control mechanisms, (g) use the Software in any way that is not in accordance with this EULA, including the license grant, applicable Documentation, in a way that violates applicable law, or in excess of the limitations of any subscription, including the number of Licensed Units, (h) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs, (i) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software, including any copy thereof, or (j) attempt to do any of the foregoing.
- 3.5. Customer Data. As between Scale Computing and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to any data or information on the computing systems managed operated by the Software ("**Customer Data**").
- 3.6. Software Data. The Software may report to Scale Computing or Scale Computing may otherwise obtain usage-based and other information related to the Software, including Customer's use thereof ("**Software Data**"). Customer hereby grants Scale Computing a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable, perpetual license to use, process, transmit, store, disclose, and otherwise exploit the Software Data. Customer further acknowledges that the Software may contain the capability to self-report back to Scale Computing any issues with the Software, the computing systems running or managed by the Software, and other relevant metrics ("**Reported Data**"). Customer agrees that it shall not interfere with the capability of the Software to collect Reported Data and transmit such Reported Data to Scale Computing. In addition, Customer acknowledges that in the event such capability is disabled or otherwise unavailable, Customer may lose the ability to use certain features or functionality of the Software.
- 3.7. Feedback. If Customer provides any feedback to Scale Computing concerning the functionality and performance of the Software, or any corresponding Documentation (including identifying potential errors and improvements), Customer hereby grants to Scale Computing a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable, perpetual license to use and exploit such feedback without payment or restriction.
- 3.8. Reservation of Rights. As between the Parties, Scale Computing owns all right, title, and interest, including all intellectual property rights, in and to the Software, the corresponding Documentation, and any improvements to any of Scale Computing's products or services made as a result of Scale Computing's use, processing, or generation of Customer Data and Software Data. Scale Computing reserves all rights not granted.
- 3.9. License Limitations. The availability of certain features depends on the type of license Customer purchases. Some features may not be enabled or supported for certain license types. Information regarding the availability of features by license type is available at the following support matrix: <https://info.scalecomputing.com/schypercore-software-supportguide>. The version of the matrix that is in effect at the time of Customer's purchase will govern the features available to Customer.

4. ADDITIONAL SERVICES AND TERMS.

- 4.1. Maintenance and Support Services. If Customer has purchased a license for the Commercial Software, Scale Computing may provide Customer with maintenance and support services related to the Software ("**Support Services**"). Such Support Services shall be provided pursuant to Scale Computing's then-current standard

terms for such Support Services available at <https://www.scalecomputing.com/support>. Unless otherwise indicated by Scale Computing, all supplemental software code or Documentation provided to Customer as part of the Support Services, if any, will be deemed to be Software hereunder and use of such code or Documentation be subject to the terms and conditions of this Agreement.

- 4.2. Scale Computing Fleet Manager. If Customer's Order Form includes the right to access Scale Computing's online management platform, Scale Computing Fleet Manager (or "**SC//Fleet Manager**"), such access is provided under the Scale Computing Fleet Manager Terms available at <https://community.scalecomputing.com/s/article/Scale-Computing-Fleet-Manager-Terms-of-Use>, and Customer agrees to such SC//Fleet Manager terms. Customer's rights to use the SC//Fleet Manager platform does not extend beyond Customer's subscription to SC//HyperCore.
- 4.3. Third Party Software. The Software may include, or may be distributed on the same media or in the same download with third-party software, including open source software ("**Third Party Technology**"). Use of such Third Party Technology may be governed by separate copyright notices and license provisions, including those listed at <https://www.scalecomputing.com/open-source-licensing-agreements>. In accordance with the terms and conditions of open source licenses that mandate redistribution of source code, Scale Computing commits to providing the corresponding source code of the software upon request by the Customer.

5. CONFIDENTIALITY

- 5.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's technology and technical information. Without limiting the foregoing, Scale Computing's "Confidential Information" includes the Software, all corresponding Documentation, and all Scale Computing technical information. "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. This Section 5 does not apply to Customer Data, Software Data, or Reported Data.
- 5.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, the Receiving Party is permitted to disclose Confidential Information of the Disclosing Party on a need-to-know basis to employees, contractors, and agents of its affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. WARRANTIES AND DISCLAIMER

- 6.1. Mutual Warranties. Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement.

6.2. Limited Warranty by Scale Computing:

- 6.2.1. Scale Computing warrants to Customer that for a period of thirty (30) days commencing from the Shipment Date (“**Warranty Period**”) the Commercial Software substantially conforms to its published specifications. After the Warranty Period, any Software errors will be addressed through Support Services.
- 6.2.2. Customer’s sole and exclusive remedy and Scale Computing’s sole and exclusive liability arising out of or related to a breach of warranty shall be limited, at Scale Computing’s election, to do the following, and provided, that, any claims must be made within the Warranty Period: (a) repair the defective Software, (b) replacement of the defective Software, or (c) refund of the license fees actually paid by Customer and received by Scale Computing for the affected Software,. For the avoidance of doubt, Customer shall remain responsible for its own costs in connection with receipt of such remedies, including, by way of example, the cost of shipping the hardware on which the Software is installed to Scale Computing.
- 6.3. Limitations. Scale Computing shall have no liability or obligation with regard to Scale Computing’s breach of any warranty hereunder in the event the Software or any related product or equipment supplied by Scale Computing: (a) has been altered, except by Scale Computing, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Scale Computing, (c) has been subjected to abnormal physical or electrical stress, misuse negligence, virus or accident, or (d) is licensed for beta, trial, evaluation or demonstration basis for which Scale Computing does not receive a payment or license fee.
- 6.4. High Risk Activity. Customer agrees that the Software is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, “**High Risk Activities**”). Customer acknowledges that the Customer’s right to use the Software does not extend to use in connection with High Risk Activities, and Customer hereby agrees to indemnify Scale Computing from any and all liabilities, losses, harm or other costs (including reasonable attorney’s fees) incurred by Scale Computing resulting from Customer’s use of the Software in connection with High Risk Activities.
- 6.5. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, SCALE COMPUTING MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SCALE COMPUTING EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. SCALE COMPUTING DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE. SCALE COMPUTING DOES NOT WARRANT THAT THE SOFTWARE, OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE, FULLY AVAILABLE OR UNINTERRUPTED. SCALE COMPUTING DOES NOT WARRANT THAT ANY INFORMATION PROVIDED ON, IN OR THROUGH THE SOFTWARE OR THE DOCUMENTATION IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. SCALE COMPUTING EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER’S USE OF THE SOFTWARE, OR THE DOCUMENTATION. SCALE COMPUTING DOES NOT WARRANT AGAINST LOSS OF DATA. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7. INDEMNIFICATION

- 7.1. Defense by Scale Computing. Scale Computing will, at its expense, either defend Customer from or settle any claim, proceeding, or suit (“**Claim**”) brought by a third party against Customer alleging that Customer’s use of the Software infringes or misappropriates the rights of such third party if: (a) Customer gives Scale

Computing prompt written notice of the Claim; (b) Customer grants Scale Computing full and complete control over the defense and settlement of the Claim; and (c) Customer provides assistance in connection with the defense and settlement of the Claim as Scale Computing may reasonably request. Customer will not defend or settle any Claim subject to indemnification under this Section without Scale Computing's prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Scale Computing will have sole control over the defense and settlement of the Claim.

- 7.2. Indemnification by Scale Computing. Scale Computing will indemnify Customer from and pay (a) all damages, costs, and attorneys' fees finally awarded against Customer in any Claim under Section 7.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of a Claim under Section 7.1 (other than attorneys' fees and costs incurred without Scale Computing's consent after Scale Computing has accepted defense of the Claim); and (c) all amounts that Scale Computing agrees to pay to any third party to settle any Claim under Section 7.1.
- 7.3. Exclusions from Obligations. Notwithstanding the above, Scale Computing will have no obligation under Section 7.1 for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (the "**Excluded Claims**"): (a) use of the Software in combination with other products or services not provided by Scale Computing if such infringement or misappropriation arose out of such combination; (b) features of the Software that are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation arose out of the compliance with such designs, requirements, or specifications; (c) use of the Software by Customer for purposes not intended or outside the scope of the license granted to Customer; (d) Customer's failure to use the Software in accordance with instructions provided by Scale Computing, if the infringement or misappropriation arose out of such failure; (e) use of a version of the Software after a subsequent version has been released and provided to Customer, which subsequent version does not contain or perform the alleged infringing materials or activities; or (f) Software licensed to Customer pursuant to a Free License.
- 7.4. Remedy. If Scale Computing becomes aware of, or anticipates, a Claim subject to indemnification under Sections 7.1 and 7.2, then Scale Computing may, at its option (a) modify the Software so that it becomes non-infringing; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate this Agreement. If Scale Computing elects to terminate this Agreement under this Section 7.4, Scale Computing will refund to Customer any unused, prepaid fees on a pro rata basis.
- 7.5. Limited Remedy. Sections 7.1, 7.2, 7.3, and 7.4 state Scale Computing's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by Software.
- 7.6. Defense by Customer. Customer will defend Scale Computing from any actual or threatened third-party Claim arising out of or based upon Customer's use of the Software, or breach of any of the provisions of this Agreement, or that is an Excluded Claim, if: (a) Scale Computing gives Customer prompt written notice of the Claim; (b) Scale Computing grants Customer full and complete control over the defense and settlement of the Claim; and (c) Scale Computing provides assistance in connection with the defense and settlement of the Claim as Customer may reasonably request. Scale Computing will not defend or settle any Claim subject to indemnification under this Section without Customer's prior written consent. Scale Computing will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Customer will have sole control over the defense and settlement of the Claim.
- 7.7. Indemnification by Customer. Customer will indemnify Scale Computing from and pay (a) all damages, costs, and attorneys' fees finally awarded against Scale Computing in any Claim under Section 7.6; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Scale Computing in connection with the defense of a Claim under Section 7.6 (other than attorneys' fees and costs incurred without Customer's consent after Customer has accepted defense of the Claim); and (c) all amounts that Customer agrees to pay to any third party to settle any Claim under Section 7.6.

8. LIMITATIONS OF LIABILITY

- 8.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SCALE COMPUTING WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE TERMS, EVEN IF SCALE COMPUTING IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL SCALE COMPUTING BE LIABLE FOR ANY LOSS OF DATA STORED IN, OR IN CONNECTION WITH, THE SOFTWARE.
- 8.2. Cap on Liability. SUBJECT TO SECTION 3.1.2, UNDER NO CIRCUMSTANCES WILL SCALE COMPUTING'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FACTS OR CIRCUMSTANCES GIVING RISE TO THE CLAIM.
- 8.3. Independent Allocations of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN SECTION 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

9. GENERAL

- 9.1. Relationship. The Parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 9.2. Use of Brand Name. Scale Computing and its affiliates may use the name, brand, or logo of Customer (and Customer's parent company) (the "**Customer Marks**") solely for the purpose of identifying Customer as a licensee or customer of Scale Computing and its affiliates in a 'customer' section of their websites, brochures, or other promotional materials, or as part of a list of their customers in a press release or other public relations materials. Any such limited use shall include proper attribution to Customer or its parent company of any trademark or logo of Customer or its parent company, and shall in no way suggest that Scale Computing and its affiliates are affiliated with, or speaking on behalf of, Customer or Customer's parent company. Any other press releases or marketing materials referring to the Customer Marks shall require mutual approval in writing prior to public dissemination thereof. Without limiting the foregoing, Customer may object to use of the Customer Marks by providing written notice to Scale Computing specifying the objectionable uses, and Scale Computing and its affiliates will use reasonable efforts to promptly cease the identified uses following receipt of such notice.
- 9.3. Customer Records. Customer grants to Scale Computing and its independent accountants the right to examine Customer's books and records during Customer's normal business hours to verify compliance with this Agreement. In the event the results of such audit reveal that Customer has failed to comply with the terms of this Agreement, Customer shall promptly reimburse Scale Computing for its reasonably incurred costs of conducting such audit, and Scale Computing may terminate this Agreement immediately upon notice to Customer. In the event that such failure includes Customer's use of the Software that exceeds the scope of the rights granted hereunder, Customer shall promptly pay to Scale Computing the appropriate license fees for such excess use at Scale Computing's then-current rates plus interest at the highest rate allowed under applicable law calculated from the date such non-compliance began. The terms of this Section

shall survive any termination or expiration of this Agreement.

- 9.4. Assignability. Customer shall not assign or otherwise transfer its rights under this Agreement without the prior written consent of Scale Computing. Any attempt to make such an assignment without Scale Computing's consent shall be void. Scale Computing may freely assign this Agreement.
- 9.5. U.S. Government Restricted Rights. The Software and any accompanying Documentation is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and accompanying Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.
- 9.6. Notices. All notices and other communications required or permitted hereunder shall be in writing and be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in Customer's order for Scale Computing software and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 9.6.
- 9.7. Force Majeure. Neither Party will be liable to the other Party for any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, including, without limitation, Acts of God, accident, death, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the Party failing or delaying in performance.
- 9.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The Parties hereby irrevocably consent to the personal jurisdiction and venue of the federal, state, and local courts in New Castle County, Delaware in connection with any action arising out of or in connection with these this Agreement. Notwithstanding the foregoing, at either Party's option, any dispute or claim arising out of or related to this Agreement may be finally settled by confidential binding arbitration in Wilmington, Delaware before one arbitrator, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Customer will use the Software and any accompanying Documentation in compliance with all applicable laws and regulations.
- 9.9. Waiver. Waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Failure by either Party to enforce any provisions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- 9.10. Severability. If a court or arbitrator of competent jurisdiction holds any term of this Agreement invalid or unenforceable, such term will be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term cannot be so modified, it will be severed and the remaining terms of this Agreement will be interpreted in such ways as to give maximum validity and enforceability to this Agreement. If any material limitation or restriction on the use of the Software and any accompanying Documentation under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Software will immediately terminate.
- 9.11. Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between these Parties and supersedes, and the terms of this Agreement govern, all prior and contemporaneous oral and written communications regarding this transaction, except that this Agreement do not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor do they affect the validity of any agreements between the Parties relating to products or services of Scale Computing other than the Software. No employee, agent, or other representative of Scale Computing has any authority to bind Scale Computing with respect to any statement, representation,

warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may not be altered, modified, or amended except by written amendment duly executed by authorized representatives of each Party hereto. Scale Computing will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, purchase order, or otherwise, unless Scale Computing specifically provides a written acceptance of such provision signed by an authorized representative of Scale Computing. Scale Computing may update this Agreement from time to time and any updates will be binding at time of Customer's next renewal of Software and any accompanying Documentation. Customer will periodically check for updates to this Agreement, including prior to any renewal.

- 9.12. Export Restrictions. Customer acknowledges that the Software, Documentation, or any related materials may be subject to export control laws and regulations, and that each of Scale Computing and Customer is responsible for their own compliance with such laws and regulations. This requirement shall survive expiration or termination of this Agreement.

CITY OF RIFLE, COLORADO
RESOLUTION NO. 26
SERIES OF 2025

A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, APPROVING A MULTI-YEAR CONTRACT WITH SCALE
COMPUTING PURSUANT TO RIFLE MUNICIPAL CODE SECTION 4-3-275.

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

WHEREAS, Rifle Municipal Code Section 4-3-275 states that no contract for supplies, services or construction, including all renewals, shall be made by the City for a period longer than five (5) years, unless authorized by resolution and that all contracts extending beyond one (1) year in duration shall be contingent upon and subject to duly enacted appropriations of the City; and

WHEREAS, the City desires to enter into a multi-year contract for IT services with Scale Computing and accept the bid attached hereto as Exhibit A and incorporated herein by this reference.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The City Council hereby accepts the bid and approves a contract with Scale Computing for IT services subject to duly enacted appropriations of the City each year.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held on this 3rd day of December, 2025.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



Memorandum

To: Patrick Waller, City Manager

From: Kelly Thompson, IT Director

Date: 11/25/2025

Re: Scale Computing Infrastructure Purchase — Approval for 2026 Budget Purchase Order

To support the City's continued efforts to maintain secure, reliable, and cost-effective IT operations, the IT Department is proposing the purchase of new server infrastructure for both City Hall and the Justice Center. This upgrade is driven primarily by increasing licensing costs and the growing administrative complexity associated with VMware, which currently supports much of our virtual environment.

Scale Computing offers a streamlined and cost-effective virtualization platform that is easier to manage, reduces operational overhead, and avoids the substantial licensing increases anticipated under the VMware model. Transitioning now provides long-term cost stability and improved system resiliency. Our current Nimble SAN storage will go out of support at the end of 2026, and VMware licenses will expire in January of 2027.

The attached quotation from Arctiq details the purchase of two (2) three-node Scale Computing 3450F all-flash clusters, including hardware, 5-year support, 6-year licensing, installation services, and supporting software. The quoted total is \$185,859.48.

To account for potential implementation expenses, staff is requesting approval not to exceed \$200,000. This amount is included in the 2026 budget.

This request is specifically intended to authorize issuance of a 2026 budget purchase order (PO). A PO must be approved prior to December 12, 2025, as the vendor has indicated a significant price increase will take effect after that date. Approving the PO now ensures the City locks in the current pricing under NASPO ValuePoint Master Contract #AR2472 and Colorado Participating Addendum #139963. Please let me know if you have any questions.

Regards,

A handwritten signature in dark ink, appearing to read "Kelly Thompson", is written over a light blue rectangular background.

Kelly Thompson

Procurement and Grant Reporting

City of Rifle

202 Railroad Avenue, Rifle, CO 8165

970-665-6412

MEMORANDUM



TO: Honorable Mayor and City Council Members

CC: Patrick Waller, City Manager and Kelly Thompson, IT Director

FROM: Iris Trevisano, Procurement and Grant Reporting

DATE: December 17, 2025

SUBJECT: **Purchase of Scale Computing Hyperconverged Infrastructure**

Background

The IT Department is updating the VMware that supports the virtual environment of the City Hall and Justice Center, which has budgeted \$200,000 in 2026.

Procurement

Under **Sec. 4-3-50. - Cooperative purchasing** The Procurement Officer is authorized to **participate in joint bidding with other public agencies or entities when deemed to be in the City's best interests.** Through NASPO – ARCTIQ **CO NASPO NVP #AR2472 PA #139963**, the department has secured Scale Computing 2x 3-Node 3450F (All-Flash) Clusters for City Hall and Justice Center – 5Y Support – 6 Year Licensing (6th Year Free)

This agreement will give the city support starting October 2026 until October 2031. The license terms will start from October 2026 until October 2032. The license terms will start from October 2026 until October 2032. **Under the Sec. 4-3-275. - Multi-term contracts. Contracts longer than five (5) years require an authorization by Resolution.** Please see Resolution No. 26 with this request.

Staff Recommendation

The agreement with Scale Computing allows the city to improve its virtual environment, multi-year support and securing long-term savings. The quoted total is \$185,859.48 which will be paid in 2026.

Thank you,

Iris Trevisano
Procurement and Grant Reporting Manger



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☒
	Summit Partners-Colorado LLC dba Arctiq	

2.	Vendor Address
	7951 East Maplewood Ave, Suite 110 Greenwood Village, CO 80111

3.	For the Purchase of (description)
	two (2) three-node Scale Computing 3450F all-flash clusters, including hardware, 5-year support, 6-year licensing, installation services, and supporting software

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$185,859.48	\$200,000	

5.	Dept. Name	General Ledger Acct #
	IT	620-4901-400-741

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

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☒	Cooperative Purchasing:	Sec 4-3-50
	☐	Emergency Procurement	Sec. 4-3-235
	☐	Small Purchases	Sec. 4-3-225
	☐	Request for Proposal:	Sec. 4-3-220(b) (attach bid tab)
	☐	Competitive Sealed Bid:	Sec.4-3-215 (attach bid tab & advertisement)
	☐	Miscellaneous Exemptions	Sec. 4-2-230 (attach memo)

8.	Authorization Required	
	☒	City Manager
	☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<u>Amount of Purchase</u>	<u>Is Purchase Order Needed</u>	<u>Method of Source Selection</u>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



**CITY OF RIFLE
AGENDA ITEM REPORT**

MEETING DATE: December 3, 2025

Agenda Item #11.d.

Agenda Item Name:

Consider 2025 Mill Levy Certification for the 2026 Fiscal Year - Resolution No. 25, Series of 2025

Presenter:

Scott Rust, Finance Director

Item Description:

Consider certifying the Mill Levy for the City of Rifle and the Downtown Development Authority (DDA) for the 2026 Fiscal year as required by Garfield County and the State of Colorado.

Recommended Action:

Move to approve Resolution No. 25, Series of 2025, to certify the 2025 City of Rifle and DDA Mill Levy for the 2026 fiscal year to Garfield County.

Fiscal Impact:

Certifying the 2025 mill levy will allow the City of Rifle and Downtown Development Authority (DDA) to levy property taxes within each entity's taxing jurisdiction for the upcoming 2026 budget year. The City of Rifle will certify and assess 5.261 mills which will generate approximately \$904,400 and the DDA will certify and assess 3.774 mills which will generate approximately \$59,976 based on assessed valuations provided by Garfield County.

Operational Impact:

The certification of the mill levy for the City of Rifle and the DDA allow each entity to levy property taxes within each entity's taxing jurisdiction. The property tax revenue collected is a critical revenue source that allows each entity to provide critical services to citizens.

Prior Board Motions:

N/A

Background Information:

Each year, local taxing jurisdictions which are planning to levy a property tax must submit a certification of tax levies to the county in which they reside pursuant to C.R.S. 39-5-128(1). The certification of the 2025 mill levy for the City of Rifle and the DDA will generate property tax revenue for the upcoming 2026 budget year. The amount of property tax generated is calculated by multiplying the adopted mill levy amount by the assessed valuation of property located within the taxing area. The 2025 mill levy will be assessed and collected in 2026. There is no change to the mill levy for either the City or DDA.

Executive Summary:

The proposed resolution sets the mill levies for both the City of Rifle and the Downtown Development Authority (DDA). The mill levy is applied to the assessed valuations provided by Garfield County to determine the property tax revenue. There is no change to the mill levy for either the City or DDA.

Notification Requirements:

N/A

Prepared By:

Scott Rust, Finance Director

Attachments:

1. Certification of Values - City of Rifle & DDA
2. Resolution No.25 Series of 2025

RECERTIFICATION OF VALUATION BY

Garfield County

COUNTY ASSESSOR

New Tax Entity? ☐ YES ☒ NO

Date 11/21/2025

NAME OF TAX ENTITY: CITY OF RIFLE

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1. \$ 146,320,660
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. \$ 173,917,820
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$ 2,011,280
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$ 171,906,540
5. NEW CONSTRUCTION: *	5. \$ 837,630
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$ 0
7. ANNEXATIONS/INCLUSIONS:	7. \$ 0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$ 0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9. \$ 0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$ 556.82
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11. \$ 3,715.25

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution

* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation, use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Garfield County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$ 1,614,322,120
--	---------------------

ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$ 10,301,090
3. ANNEXATIONS/INCLUSIONS:	3. \$ 0
4. INCREASED MINING PRODUCTION: §	4. \$ 0
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$ 1,812,900
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$ 0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX	7. \$ 0

WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$ 2,650
9. DISCONNECTIONS/EXCLUSIONS:	9. \$ 0
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$ 2,595,550

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ 1,646,513,380

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$ 428,252

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

USE FOR STATUTORY PROPERTY TAX LIMIT CALCULATION ("5.25%" LIMIT)

IN ACCORDANCE WITH §§ 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025 :

1.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$173,917,820
2.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$2,011,280
3.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$171,906,540
4.	NEW CONSTRUCTION:	4.	\$837,630
5.	ANNEXATIONS/INCLUSIONS:	5.	\$0
6.	PREVIOUSLY EXEMPT PROPERTY:	6.	\$279,280
7.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A),C.R.S). Includes all revenue collected on valuation not previously certified:	7.	\$556.82
8.	INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION* (29-1-306(3)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	8.	\$0
9.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) AND (39-10-114(1)(a)(I)(B), C.R.S):	9.	\$3,715.25
10.	TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS	10.	\$352,440
11.	REVENUE INCREASE FROM EXPIRED TIF:	11.	\$0

* Change in law for property tax classification does not include changes in classification due to property use changes.

Note:

The property tax limit will apply to all property taxing entities with the exception of school districts and any county, city and county, city, or town that has adopted a home rule charter (29-1-306(1)(b), C.R.S.). The revenue limit applies to any property taxing entities that have authority to exceed current 5.5% and the TABOR limit.

The Division of Local Government ("the Division") has developed technical assistance resources to assist taxing entities with the calculation of the property tax limit available online here (<https://dlg.colorado.gov/budget-information-and-resources>). Please understand that the Division has no statutory or administrative role in calculating or enforcing the property tax limit, and each taxing entity's revenue limits and voter approval history may be unique. The technical assistance resources provided by the Division with regard to the property tax limit are not definitive and not legal advice. Taxing entities may choose to calculate the property tax limit with a methodology that is different from the methodology presented in the Division's technical assistance resources. The Division always recommends that taxing entities consult with an attorney in order to understand and apply the various statutory and constitutional revenue limits that may apply to that taxing entity.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

RECERTIFICATION OF VALUATION BY

Garfield County COUNTY ASSESSOR

New Tax Entity? ☐ YES ☒ NO

Date 11/21/2025

NAME OF TAX ENTITY: RIFLE D.D.A.

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025 :

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$ 14,797,230
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$ 15,992,630
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$ 100,670
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$ 15,891,960
5.	NEW CONSTRUCTION: *	5.	\$ 56,560
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$ 0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$ 0
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$ 0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ☐	9.	\$ 0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$ 40.76
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$ 2,086.91

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution

* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

☐ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Garfield County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025 :

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$ 66,758,100
ADDITIONS TO TAXABLE REAL PROPERTY			
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2.	\$ 905,060
3.	ANNEXATIONS/INCLUSIONS:	3.	\$ 0
4.	INCREASED MINING PRODUCTION: §	4.	\$ 0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$ 0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$ 0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$ 0

DELETIONS FROM TAXABLE REAL PROPERTY

8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$ 2,650
9.	DISCONNECTIONS/EXCLUSIONS:	9.	\$ 0
10.	PREVIOUSLY TAXABLE PROPERTY:	10.	\$ 2,595,550
¶	This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.		
*	Construction is defined as newly constructed taxable real property structures.		
§	Includes production from new mines and increases in production of existing producing mines.		

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY **\$78,278,380**

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** **\$71,923**

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

USE FOR STATUTORY PROPERTY TAX LIMIT CALCULATION ("5.25%" LIMIT)

IN ACCORDANCE WITH §§ 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025 :

1.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$15,992,630
2.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$100,670
3.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$15,891,960
4.	NEW CONSTRUCTION:	4.	\$56,560
5.	ANNEXATIONS/INCLUSIONS:	5.	\$0
6.	PREVIOUSLY EXEMPT PROPERTY:	6.	\$0
7.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$40.76
8.	INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION* (29-1-306(3)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	8.	\$0
9.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) AND (39-10-114(1)(a)(I)(B), C.R.S.):	9.	\$2,086.91
10.	TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS	10.	\$0
11.	REVENUE INCREASE FROM EXPIRED TIF:	11.	\$0

* Change in law for property tax classification does not include changes in classification due to property use changes.

Note:

The property tax limit will apply to all property taxing entities with the exception of school districts and any county, city and county, city, or town that has adopted a home rule charter (29-1-306(1)(b), C.R.S.). The revenue limit applies to any property taxing entities that have authority to exceed current 5.5% and the TABOR limit.

The Division of Local Government ("the Division") has developed technical assistance resources to assist taxing entities with the calculation of the property tax limit available online here (<https://dlg.colorado.gov/budget-information-and-resources>). Please understand that the Division has no statutory or administrative role in calculating or enforcing the property tax limit, and each taxing entity's revenue limits and voter approval history may be unique. The technical assistance resources provided by the Division with regard to the property tax limit are not definitive and not legal advice. Taxing entities may choose to calculate the property tax limit with a methodology that is different from the methodology presented in the Division's technical assistance resources. The Division always recommends that taxing entities consult with an attorney in order to understand and apply the various statutory and constitutional revenue limits that may apply to that taxing entity.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 25
SERIES OF 2025**

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 2024 BUDGET YEAR

WHEREAS, the 2025 net assessed valuation for the City of Rifle as certified by the Garfield County Assessor is **\$171,906,540**; and

WHEREAS, the 2025 net assessed valuation for the Downtown Development Authority of the City of Rifle as certified by the Garfield County Assessor is **\$15,891,960**; and

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

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

2. That for the purpose of meeting general operating expenses of the City of Rifle during the 2026 fiscal year there is levied a tax of **5.261** mills upon each dollar of the total valuation for assessment of all taxable property within the City; and

3. That for the purpose of meeting general operating expenses of the Downtown Development Authority during the 2026 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 3rd day of December 2025.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #11.e.

Agenda Item Name:

Consider Approving the Street Facade Grant Application for 101 East 3rd St

Presenter:

Kim Burner, Main Street Manager

Item Description:

Consider funding the 101 East 3rd Street Facade Grant Application

Recommended Action:

Move to approve the Street Facade Grant for 101 East 3rd St. in the amount of \$1342.50.

Fiscal Impact:

If approved, the grant amount would be \$1342.50. The total bid is \$1790.00 less then the required 25% (\$447.50) owner match for a grant total of \$1342.50. These funds are a budgeted item in the 2025 GRIT budget.

Operational Impact:

NA

Prior Board Motions:

NA

Background Information:

Kim Burner had a pre-application meeting with the building owner, Lindsey Johnson, and discussed the project. Originally, the facade project was going to include window replacement and tint removal, as well as the addition of awnings over the window. Due to challenges getting contractor quotes, the project has been scaled back to the current application.

Executive Summary:

The project would replace the "company sign" mural on the west side of the building, facing Railroad Ave. The attached picture in the application shows the current mural, which is faded and in need of repairs. The new mural "company sign" will be designed and created by Anne Hunter to match the style of the Rifle mural on the same building.

The DDA commissioned Anne Hunter to create the Rifle mural, which replaced a mural created at the same time as the original "company sign" mural. The replacement of the Rifle mural more sharply contrasted the pieces and facilitated this grant request.

The new "company sign" mural would be a cleaner, more colorful rendition of the current mural, with elements that match and complement the Rifle mural.

Notification Requirements:

NA

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 101 East 3rd Facade grant application

How to Proceed

1. Schedule a pre-application meeting or site visit by emailing three available meeting times to Kim Burner, GRIT Manager. During this meeting, you will discuss the proposed project and any requirements. kburner@rifleco.org
2. Complete the online application. Your application must include:
3. Architectural renderings, site plans, and/or other visual representations of the proposed improvements. For paint, a paint sample of the proposed color should be provided.
4. Detailed project narrative
5. Photos of all sides of the building façade for which grant funding is being requested.
6. Two estimates/bids from contractors
7. The property owner shall submit proof of ownership of the building.
8. Applicants must complete a review with City of Rifle Planning
9. Applicant has the option of presenting the project to the GRIT Advisory Board at a regular GRIT meeting
10. The GRIT Advisory Board will make an action recommendation to Rifle City Council who has the final authorization of award or denial.

2025 Façade Grant Application Scoring Matrix

Property Address: _____

Criteria	Matrix	Score
Age of Building	Older buildings will have older facades. This criterion aims to support business in older buildings in the community as well as business retention efforts.	Built Prior to 1910 - 5 pts Between 1911 - 1930 - 4 pts Between 1931 - 1950 - 3 pts Between 1951 - 1990 - 2 pts Between 1991 - 2005 - 1 pts Between 2006-current - 0
Impact to building aesthetics	This criterion aims to support projects that will have the greatest positive impact on the community	0 = No Impact 1 = Low Impact 2 = Adequate Impact 3 = Moderate Impact 4 = Substantial Impact 5 = Major Impact
Area Compatibility	This criterion aims to support improvements that are compatible with the neighboring buildings and neighborhood character.	0 = Completely out of char 1 = Maintains existing char 2 = Adequate compatibility 3 = Improves compatibility 4 = Substantial Improve 5 = Major Improvement
Level of Rehabilitation	This criterion aims to support projects that will have the greatest level of facade improvement.	0 = Projects does not meet guidelines 1 = Normal Maintenance 2 = Minor projects 3 = Repair & Replacement 4 = Rehabilitation 5 = Major Rehabilitation

Total Score: _____ /20

Applicant First Name*

Lindsey

Applicant Last Name*

Johnson

Applicant Email Address*

lindseyj@sopris.net

Applicant Phone Number*

9709487488

Business Name*

Midland Arts Company

Business Address*

101 East 3rd Street

City*

Rifle

State*

CO

Zip Code*

81650

Detailed Project Narrative*

Update company sign facing Railroad

Architectural Renderings

Choose File No file chosen

If completed, upload architectural renderings of finished project.

Photos of Building*

IMG.jpg

Upload photos of all sides of the building façade for which grant funding is being requested.

Project Estimates*

Copy of PROPOSAL MAC.docx

Upload two project estimates. Documents must be combined into one document.

Building Ownership*

I am the owner of the building at 101 East 3rd Street which is leased to Midland Arts Company.docx

Upload proof of building ownership or letter of approval from building owner.

I have read the program eligibility criteria for the Greater Rifle Improvement Team Façade Grant Program. I understand that grant awards will be determined at the discretion of GRIT Advisory Board based on the program eligibility criteria and the responses provided in this application. I understand that grant funds are limited, and that applying does not guarantee funds. I further understand GRIT or City of Rifle may terminate the program at any time, for any reason, without prior notification.

I certify that I am authorized to sign this Application as/or on behalf of the Applicant. I understand I must provide a complete application, including documentation demonstrating how the funds will be used, for the application to be considered. I agree that my business is fully responsible for determining and understanding the effect that my receipt of grant funds, if awarded, may have on any other applications for, my business' eligibility for, or awards from, other programs from any other entity whatsoever. I further agree that by submitting this Application, I and my business release and hold harmless the GRIT and City of Rifle from any responsibility or liability for any effect the receipt of grant funds from the GRIT or City of Rifle may have on such applications, eligibility, or awards from such other programs.

All Applications will become property of the City of Rifle, and all Applications are subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq.

By signing below, I certify that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a GRIT Façade Improvement Grant and that the information provided is true, correct, and complete to the best of my knowledge.

Application Signature*

☒ I understand by entering my name and title below I am electronically signing this document

Name*

Title*

Lindsey Johnson

Partner



•PROPOSAL• To
The City of Rifle
For The Midland Arts Company
By Anne Hunter & Lindsey Johnson

The Midland Arts Company is presenting this proposal for the improvement of business and a welcoming feel near the entrance of downtown. A new sign is needed for the outside of the building on the west wall, facing Railroad Avenue. The sign is designed by and will be created by Anne Hunter per request from Lindsey Johnson and fellow Partners of The Midland Arts Company. The sign would be a cleaner and more colorful rendition of the present sign, with elements matching and complimenting the big RIFLE Mural to the left/same wall/side of the building, also designed and created by Anne Hunter. The new Midland Arts Company sign will be made with high quality (and economical) panels that will be prepared, painted and sealed with quality primers, paints and sealer to protect for years to come, from the sun and elements. Listed below is estimation of materials required/final costs. Thank you for your time and consideration.

Sincerely,

Anne H. Hunter clawlake@sopris.net - 970.618.1593

Lindsey Johnson lindseyjohnson2001@gmail.com - 970.948.7488

Panels-by SSD Plastics-	\$290
Supplies	\$500
Design/Prep/Painting/Sealing by Anne Hunter	\$1000
Grand Total	\$1790

I am the owner of the building at 101 East 3rd Street which is leased to Midland Arts Company. They have my permission to repaint the existing sign facing Railroad Avenue.

Lindsey Johnson



Agenda Item #11.f.

Agenda Item Name:

Consider Approving the Greater Rifle Improvement Team Advisory Board (GRIT) Grant Application for the New Ute Theater Society

Presenter:

Kim Burner, Main Street Manager

Item Description:

Consider funding the New Ute Theater Society GRIT grant application.

Recommended Action:

Move to approve the GRIT grant application for the New Ute Theater Society in the amount of \$3,200.00.

Fiscal Impact:

If approved, this grant application request in the amount of \$3,200 will come from the GRIT special events budget for Hometown Holidays. This year the budget will support this request without impacting the overall event.

Operational Impact:

NA

Prior Board Motions:

NA

Background Information:

N.U.T.S has historically covered the cost of the Ute Theater for the Symphony in the Valley shows during the Hometown Holiday celebration in the amount of \$3,200. This year the Symphony in the Valley is requesting a total of \$8,000 from the New Ute Theater Society to cover expenses. N.U.T.S. does not have the funds to support this request and is asking GRIT for funds to help cover the budget shortage.

Executive Summary:

NUTS is requesting \$3,200 to help cover the cost of the Symphony in the Valley shows during Hometown Holiday. Normally, GRIT does not receive applications for funding from N.U.T.S. but the GRIT Advisory Board feels the Symphony in the Valley shows during Hometown Holidays is a significant part of the event.

Notification Requirements:

NA

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. NUTS request for funding

Grant Project/Event Evaluation

Once the project/event funded by the grant is complete, a Project Evaluation Form is required within 60 days.

The GRIT Board may require additional items with the evaluation form. These items will be listed in the notification email sent at the time of application or may be requested after review of the evaluation form.

Failure to complete the evaluation may result in the organization being ineligible for future funding.

Evaluations may be submitted to kburner@rifleco.org or 202 Railroad Ave., Rifle, CO 81650 no later than 60 days after the completion of the project/event.

Date:*

11/6/25

Organization Name:*

NEW UTE THEATER SOCIETY

Contact Person:*

HELEN ROGERS

Address1*

POBOX 84

Contact Phone Number:*

970-274-6147

City*

RIFLE

Contact Email Address:*

hrinteriordesign@msn.com

State*

CO

Zip*

81650

Federal Tax ID:*

27-1061203

State Tax ID:*

98008018

Organization's Current Board of Directors or Trustees*

HELEN ROGERS, PRESIDENT, HRINTERIORDESIGN@MSN.COM, 970-274-6147
TANYA GIARD, TREASURER, TANYAGIARD@GIARDHOMES.COM, 970-309-2113
ELISSA NYE, EVENTCHEF AND LOGISTICS, ELISSAMNYE@GMAIL.COM, 970-309-0803
KAITLYN GIARD, SECRETARY, KGIARD@GIARDHOMES.COM, 970-404-7811
KELLY THOMPSON, CONDUCTOR@SITV.ORG 970-456-5278
SHELLEY AIBNER, PROMOTIONS, SHELLEYAIBNER@COMCAST.NET, 970-379-9268
AUNDREA WARE, PROGRAMMING, AUNDREAWARE@YAHOO.COM 970-471-4509
LISA GIARADOT, GRANTS, LISAGIARADOT@GMAIL.COM

Please include the name, phone number and email address for each Board of Director or Trustee.

Organization's History and Mission*

The New UTE Theatre Society formed in 2009, in order to help return the UTE Theater to what it is today. A thrift shop wanted to buy it at the time. The mission of The New Ute Theatre Society is to present, market and support a community owned nonprofit theater, performing arts and special events center. We are a nonprofit organization dedicated to an active and vital downtown center that will offer diverse programming and related arts while contributing to the economic diversity and enrichment of the surrounding Rifle community.

Please give a brief summary of the organizations history and mission.

Has your organization applied for a grant in the past?*

- ☐ Yes
☒ No

If yes, what year and how much was the grant for?**Please provide a brief description of current programs, activities and accomplishments.***

Promote diversified programming through sponsorship grants for rentals for other non-profit organizations such as Rifle Heritage Center, Journey Home Animal Shelter, SITV, 5Points Film Festival, RAMBO, Dance Aspen, Rifle Elks Veterans Event, Rifle Community Theater, Childrens Theater Camp, Scholarships, Patio Series in May.

Amount Requested:*

\$3,200

Please provide a brief description of the event you are requesting funding for.*

Hometown Holidays, Symphony in the Valley Performances at the UTE. They are requesting \$8,000 this year.

If granted, how many people will benefit from the funding?*

800-1000

In what way will they benefit?*

Provides culturally enriching music and performance.

If funds are granted, what is your plan to create a self-sustainable event?*

Yearly memberships and grant funding.

What is the timetable for becoming self-sustainable?*

Every year varies with requests.

The funding for the Greater Rifle Improvement Team is generated through the lodging tax. The proceeds of the lodging tax may be used for the following:*

- ☐ Visitor Improvement and Attractions
- ☐ Historic Preservation
- ☒ Special Events
- ☐ City Beautification
- ☐ City Promotion

Please check the area your request falls under.

Revenues or other funding sources:*

NUTS Memberships and Western Colorado Community Foundation Grants.

Please individually list all sources for funds (including sponsors) and level of funding provided. GRIT uses this information to ensure events are widely supported.

Expenses:

SITV / Colorado West Ballet: \$8,000.

8 hotel rooms for two nights, Hampton Inn: \$1,947.

Total: \$9,947

Please individually list all expenses for the for the event and amounts.



Agenda Item #11.g.

Agenda Item Name:

Consider Approval of Purchase of a John Deere 35 P-Tier Compact Excavator for the Cemetery

Presenter:

Iris Trevisano, Procurement and Grant Reporting Manager
Austin Rickstrew, Parks & Recreation Director

Item Description:

Purchase of a compact tractor with attachments.

Recommended Action:

Move to approve the purchase of a John Deere 35 P- Tier Compact Excavator for the amount of \$68,581.60 from 4Rivers Equipment.

Fiscal Impact:

75,000 was budgeted for this purchase in 2026.

Operational Impact:

This new piece of equipment will replace the current Excavator. The purchase aligns with our commitment to operational efficiency, equipment standardization, and resource optimization.

Prior Board Motions:

N/A

Background Information:

Cemetery operations require a compact design to accommodate the narrow pathways between burial plots, allowing safe maneuvering without disturbing existing headstones. The 35P's zero-tail-swing design and compact dimensions allow it to operate in confined spaces. While the piece of equipment is primarily used for grave preparation, the compact excavator is also used for irrigation repairs, trenching, ditch maintenance, and general grounds work. Purchasing the new 2024 John Deere 35P compact excavator ensures continued reliable operations for the department while significantly improving safety, comfort, and operational capability for staff.

Executive Summary:

The Grounds and Facilities Department seeks approval to purchase a John Deere 35 P Tier Compact Excavator to replace an aging piece of equipment. The current excavator is nearing the end of its useful life for daily operations and maintenance tasks. The John Deere 35 P Tier Compact Excavator will address these needs, assisting with tasks such as preparing grave sites for services and other maintenance work. This investment aligns with our commitment to operational efficiency, equipment standardization, and resource optimization. The John Deere 35 P Tier Compact Excavator will be used daily for maintenance activities, ensuring the team has the proper equipment to support Cemetery operations. In accordance with Section 4-3-50 (Cooperative

Purchasing through Sourcewell – 4Rivers Equipment), the department has secured the John Deere 35 P Tier Compact Excavator through a cooperative purchasing agreement at a price of \$68,581.60.

Notification Requirements:

In Accordance with Section 4-3-50 (Cooperative Purchasing through Sourcewell – 4Rivers Equipment), the department has secured the John Deere 35 P Tier Compact Excavator through a cooperative purchasing agreement at a price of \$68,581.60.

Prepared By:

Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:

1. Purchasing Memo 35-P
2. Memo - 4Rivers Equipement
3. ME35PAU-35-p-tier-compact-excavator-en-us
4. City of Rifle 35P Quote
5. 4 Rivers Equipment PO Request

Procurement and Grant Reporting

City of Rifle

202 Railroad Avenue, Rifle, CO 8165

970-665-6412

MEMORANDUM



TO: Honorable Mayor and City Council Members
CC: Patrick Waller, City Manager and Austin Rickstrew
FROM: Iris Trevisano, Procurement and Grant Reporting
DATE: December 17, 2025
SUBJECT: Purchase of 2024 John Deere 35 P- Tier Compact Excavator

Background

Grounds and Facilities is in need of a compact designed excavator for the Cemetery. The piece of equipment will be used for grave preparation, as well also for irrigation repairs, trenching, ditch maintenance, and general grounds work.

Procurement

Under **Sec. 4-3-50. - Cooperative purchasing** The Procurement Officer is authorized to **participate in joint bidding with other public agencies or entities when deemed to be in the City's best interests.** Through Sourcewell – 4Rivers Equipment, the department has secured the John Deere 35 P Tier Compact Excavator and accessories

- 2025 WERKBRAU HD MX BKT 26/30/35P X230 (X5) 4.25CF
- 2025 WERKBRAU HYD CLAMP 30/35G NACLAMP
- 2025 WERKBRAU HYD CPLR 35P W/WET KIT NAMXCPLR

Staff Recommendation

Staff recommends the purchase the John Deere 35 P Tier Compact Excavator through a cooperative purchasing agreement at a price of \$68,581.60.

Thank you,

Iris Trevisano
Procurement and Grant Reporting Manger



DEPARTMENT OF PARKS AND RECREATION

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6570

MEMORANDUM

TO: Iris Trevisano, Procurement & Grant Manager

FROM: Austin Rickstrew, Parks and Recreation Director

DATE: 11/25/2025

SUBJECT: Request for Purchase – John Deere 35P Compact Excavator

The Grounds and Facilities' existing compact excavator, a 2006 model, is nearing the end of its service life. The age of this machine has led to increased maintenance needs, reduced performance, and a higher likelihood of operational failures.

The compact size and zero-tail-swing configurations of the 35P model are essential for the cemetery environment, where equipment must safely maneuver between burial plots without disturbing surrounding headstones or landscaping. The excavator is also relied upon for irrigation system repairs, ditch maintenance, and general maintenance.

In accordance with Section 4-3-50, the department has secured a cooperative purchasing quote for the John Deere 35P Tier Compact Excavator. The total price of equipment and the extended PowerGard powertrain and hydraulic warranty is \$68,581.60. This purchase is budgeted for in 2026, and if approved, the purchase order will not be issued until January 1, 2026.

I am requesting that we proceed with seeking council approval of the 2024 John Deere 35P Tier Compact Excavator through the Sourcewell cooperative purchasing agreement with 4Rivers Equipment in the amount of \$68,581.60.

Please let me know if you need any additional information or supporting documentation.

Respectfully,

Austin Rickstrew

35 / P

Compact Excavator



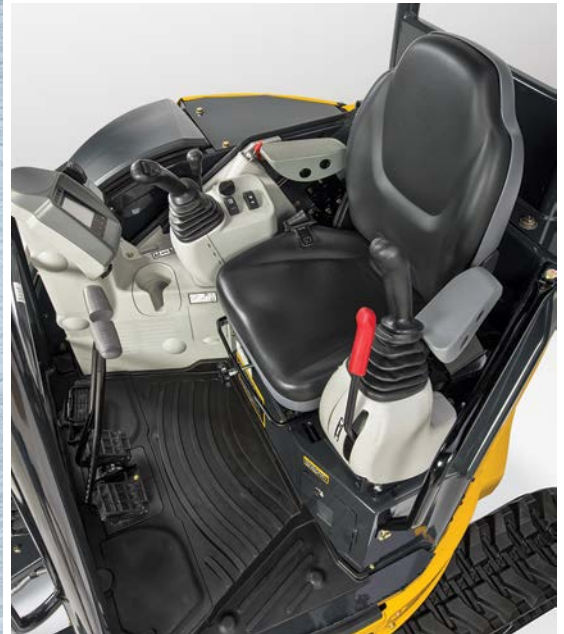
JOHN DEERE





SMALLER MACHINE, BIGGER POTENTIAL

When you need more from your compact excavator, the John Deere 35 P-Tier might be your “one and done.” This small-but-mighty muscle specializes in making work in close quarters seem like no big deal. Loaded with customer-inspired ideas like significant lift and reach, precise control, and an amazingly comfortable cab, digging, excavating, and loading tasks become big possibilities. Plus it runs quiet, too. Jobsite-proven standard and optional advantages including your choice of tracks and John Deere attachments push the 35 P-Tier to make a sizable impact on the potential — and profitability — of your operation.

**Quiet comfort and control**

Spacious operator station has a wide entryway and backhoe- to excavator-style controls. Swing boom and foldable travel pedals are positioned for efficient operation and comfortable foot room. Noise-reducing muffler and isochronous high-idle speed help keep things noticeably quiet. Rubber cab mounts isolate the operator from noise and vibration.

Start from zero

Zero-tail-swing design maximizes maneuverability and performance in tight places such as urban and residential areas. Compact stature permits easy transport between jobsites, perfect for “dig-and-go” projects.

Resource management

Auto-idle automatically reduces engine speed when hydraulics aren't in use. Auto shutdown conserves precious fuel. Power/economy modes optimize power for digging applications, further improving fuel efficiency.

Get back to it

Standard backfill blade enables the 35 P-Tier to grade and fill, boosting machine versatility and stability when using attachments or working on uneven terrain.

Swing for the fences

Put the 35 P-Tier's independent-swing boom and 360-degree rotation to work taming difficult tasks. Impressive lift height and reach ease truck loading.



**RUBBER CAB MOUNTS
HELP ISOLATE OPERATOR
FROM NOISE & VIBRATION**

Handy hydraulics

Standard quick-coupler-equipped, boom-mounted auxiliary hydraulic lines simplify attachment hookup. Return-flow selector valve accommodates hydraulic-driven attachments that operate either one or two ways. Wedge-style coupler enables swift changes of a wide range of buckets and attachments, such as hydraulic hammers, plate compactors, and augers.

Safe travels

No operator activation is required for high-speed travel. Track speeds automatically slow to low whenever a heavier load is encountered, then return to high when the load normalizes.

Designed for durability

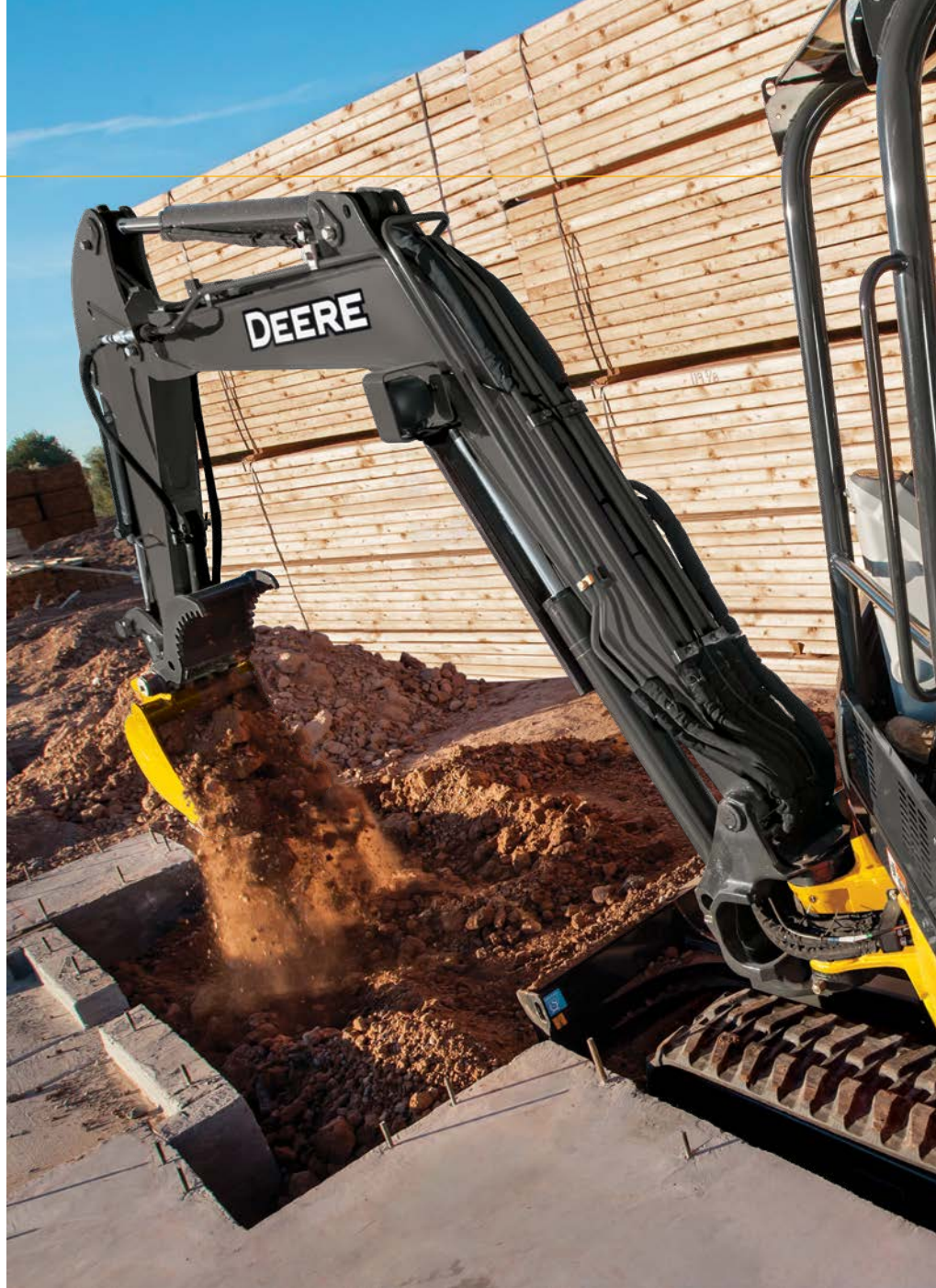
Heavy-duty side shields deflect material and impacts, protecting boom/blade cylinders and drive motors. Single-pin swing-post increases boom rigidity. Reinforced D-channel side frames and heavy-duty X-frame help extend wear life.

Maintenance made easy

Hinged door provides wide-open access to the side-by-side oil cooler and radiator. Operator station tilts forward 50 degrees to reach the swing motor, hydraulic control valve, engine starter motor, and alternator. Extended service intervals allow the machine to work longer before maintenance is needed.

Make the most of your investment

Already own some John Deere attachments? Many models including buckets, hydraulic hammers, and augers also work on other compact machines so you can redefine fleet utilization — and your bottom line.



35 P-TIER COMPACT EXCAVATOR



MATCH YOUR TRACK TO THE APPLICATION

The choice is yours

Rubber tracks traverse virtually any terrain, including paved surfaces. Optional rubber grousers combine work-anywhere flexibility with steel-track serviceability. Steel tracks and steel tracks with rubber pads are also available.

Connected machines

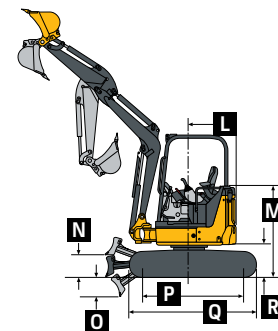
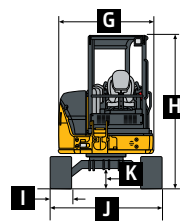
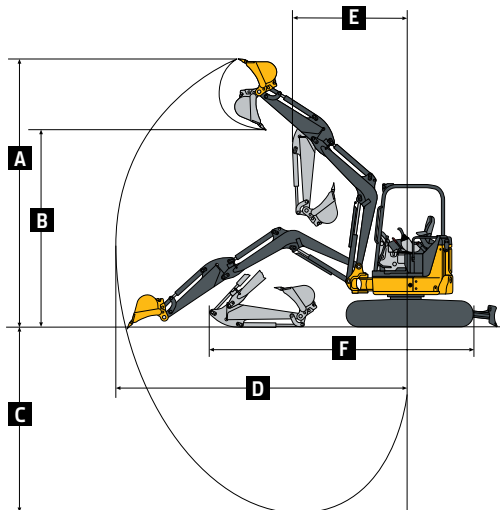
John Deere construction equipment comes with in-base connectivity — free from subscriptions or annual renewals. Analyze critical machine data, track utilization, review diagnostic alerts, and more from **the John Deere Operations Center™**. The Operations Center also enables John Deere Connected Support™, which uses data from thousands of connected machines to proactively address issues before they arise. With your approval, your dealer can also remotely monitor machine health, diagnose problems, and even update machine software without a trip to the jobsite.*

*Availability varies by region and product. Options not available in every country.



While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Engine		35 P-TIER			
Manufacturer and Model		Yanmar 3TNV88F		Displacement	1.642 L (100.2 cu. in.)
Non-Road Emission Standard		EPA Final Tier 4/EU Stage IV		Net Power (ISO 9249)	16.5 kW (22 hp) at 2,400 rpm
Powertrain					
Each track independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box					
Maximum Travel Speed		Low: 2.8 km/h (1.7 mph) / High: 4.3 km/h (2.7 mph)			
Hydraulics					
Open center with 2 variable-displacement pumps and 1 fixed-gear pump				Auxiliary Flow Controls	61.2 L/m (16.2 gpm)
Pump Flow		2 hydraulic pilot-operated controls for boom, arm, bucket, swing, boom swing, travel, and auxiliary functions			
Piston		2 x 38.4 L/m (2 x 10.1 gpm)			
Gear		22.8 L/m (6.0 gpm)			
Electrical					
Alternator Rating		55 amp			
Work Lights		2 halogen: 1 mounted on operator's station and 1 mounted on boom			
Undercarriage					
Track, Rubber		300 mm (12 in.)			
Ground Pressure		1315-mm (4 ft. 4 in.) Standard Arm and Standard Counterweight		1715-mm (5 ft. 8 in.) Long Arm and Extra Counterweight	
		With Canopy	With Cab	With Canopy	With Cab
With Rubber Track		32.0 kPa (4.6 psi)	33.0 kPa (4.8 psi)	33.7 kPa (4.9 psi)	35.2 kPa (5.1 psi)
Upperstructure					
Swing Speed		9.0 rpm			
Independent Swing Boom		Canopy	Cab		
Left		72 deg.	62 deg.		
Right		62 deg.	62 deg.		
Swing Brake		Spring applied, hydraulically released, automatic, disc type			
Serviceability					
Refill Capacities			Refill Capacities (continued)		
Fuel Tank		42 L (11.1 gal.)	Engine Oil With Filter	7.2 L (7.6 qt.)	
Cooling System		5.0 L (5.3 qt.)	Hydraulic Tank	32 L (8.5 gal.)	
Operating Weights					
		1315-mm (4 ft. 4 in.) Standard Arm and Standard Counterweight		1715-mm (5 ft. 8 in.) Long Arm and Extra Counterweight	
		With Canopy	With Cab	With Canopy	With Cab
With Full Fuel Tank and 79-kg (175 lb.) Operator		3520 kg (7,760 lb.)	3690 kg (8,135 lb.)	3783 kg (8,340 lb.)	3953 kg (8,715 lb.)
Optional Angle Blade		296 kg (653 lb.)	296 kg (653 lb.)	296 kg (653 lb.)	296 kg (653 lb.)
Counterweight					
Standard		540 kg (1,190 lb.)	540 kg (1,190 lb.)	540 kg (1,190 lb.)	540 kg (1,190 lb.)
Additional		240 kg (529 lb.)	240 kg (529 lb.)	240 kg (529 lb.)	240 kg (529 lb.)
Operating Dimensions					
		1315-mm (4 ft. 4 in.) Standard Arm and Canopy	1315-mm (4 ft. 4 in.) Standard Arm and Cab	1715-mm (5 ft. 8 in.) Long Arm and Canopy	1715-mm (5 ft. 8 in.) Long Arm and Cab
A	Maximum Cutting Height	4.87 m (16 ft. 0 in.)	4.70 m (15 ft. 5 in.)	4.95 m (16 ft. 3 in.)	4.74 m (15 ft. 7 in.)
B	Maximum Dumping Height	3.46 m (11 ft. 4 in.)	3.31 m (10 ft. 10 in.)	3.57 m (11 ft. 9 in.)	3.39 m (11 ft. 1 in.)
C	Maximum Digging Depth	3.06 m (10 ft. 0 in.)	3.06 m (10 ft. 0 in.)	3.46 m (11 ft. 4 in.)	3.46 m (11 ft. 4 in.)
D	Maximum Digging Reach	5.21 m (17 ft. 1 in.)	5.21 m (17 ft. 1 in.)	5.52 m (18 ft. 1 in.)	5.52 m (18 ft. 1 in.)
E	Minimum Front Swing Radius	2.08 m (6 ft. 10 in.)	2.24 m (7 ft. 4 in.)	2.19 m (7 ft. 2 in.)	2.30 m (7 ft. 7 in.)
F	Transport Length	4.64 m (15 ft. 3 in.)	4.64 m (15 ft. 3 in.)	4.75 m (15 ft. 7 in.)	4.75 m (15 ft. 7 in.)
Digging Force (ISO)					
Arm		19.0 kN (4,277 lb.)	19.0 kN (4,277 lb.)	16.9 kN (3,792 lb.)	16.9 kN (3,792 lb.)
Bucket		27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)



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Machine Dimensions (see line art at bottom right of page 6)		35 P-TIER						
G	Upperstructure Width	1.55 m (5 ft. 1 in.)	M Engine Cover Height	1.53 m (5 ft. 0 in.)				
H	Overall Height		N	Maximum Blade Lift Above Ground	360 mm (14.2 in.)			
	Canopy	2.48 m (8 ft. 2 in.)	O	Maximum Blade Drop Below Ground	400 mm (15.7 in.)			
	Cab	2.48 m (8 ft. 2 in.)		Blade				
I	Track Width	300 mm (12 in.)		Width	1.74 m (5 ft. 9 in.)			
J	Undercarriage Width	1.74 m (5 ft. 9 in.)		Height	373 mm (14.7 in.)			
K	Ground Clearance	280 mm (11 in.)	P	Sprocket Center to Idler Center	1.66 m (5 ft. 5 in.)			
L	Tail Swing Radius		Q	Undercarriage Length	2.11 m (6 ft. 11 in.)			
	With Standard Arm	870 mm (34 in.)	R	Counterweight Clearance	550 mm (22 in.)			
	With Long Arm and Extra Counterweight	980 mm (39 in.)						
Lift Capacities								
Boldface type indicates hydraulically limited capacity; lightface type indicates stability-limited capacities, in kg (lb.). All lift capacities are based on ISO 10567 (with power boost). Lifting measurement from center of arm to bucket pin; with 400-mm (16 in.) track shoe and blade on ground; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine.								
Ground Level at 3.05-m (10 ft.) Radius	Canopy and Standard Counterweight		Cab and Standard Counterweight		Canopy and Extra Counterweight		Cab and Extra Counterweight	
	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
1315-mm (4 ft. 4 in.) Standard Arm	1568 kg (3,453 lb.)	641 kg (1,412 lb.)	1568 kg (3,453 lb.)	684 kg (1,506 lb.)	1568 kg (3,453 lb.)	765 kg (1,686 lb.)	1568 kg (3,453 lb.)	808 kg (1,780 lb.)
1715-mm (5 ft. 8 in.) Long Arm	1501 kg (3,307 lb.)	630 kg (1,388 lb.)	1501 kg (3,307 lb.)	672 kg (1,481 lb.)	1501 kg (3,307 lb.)	755 kg (1,662 lb.)	1501 kg (3,307 lb.)	797 kg (1,756 lb.)

Additional equipment

Key: ● Standard ▲ Optional or special
See your John Deere dealer for further information.

35 P Engine ● Meets EPA Final Tier 4/EU Stage IV emissions ● Auto shutdown ● Engine coolant to -37 deg. C (-34 deg. F) ● Engine preheater ● Fan guard ● Fuel/water separator ● Full-flow oil filter ● Isolation mounted ● Key start switch with electric fuel shutoff ● Single dry-type air filter Hydraulic System ● Auto-idle ● Auxiliary function right-hand pilot-lever control ● Auxiliary hydraulic lines with quick-couplers to end of boom ● Auxiliary return-flow selector valve ● Axial-piston swing motor ● Boom-swing foot control ● Excavator-to-backhoe control pattern change valve ● Open center with 2 variable-displacement pumps and 1 fixed-gear pump ● Hydraulic pilot-operated controls for boom, arm, bucket, swing, boom swing, blade, travel, and auxiliary functions ● Wet-disc swing brake Undercarriage ● Planetary final drive ● Propel motor shield ● 2-speed axial-piston propel motors	35 P Undercarriage (continued) ● Rubber track, 300 mm (12 in.) ▲ Steel track, 300 mm (12 in.) with triple semi-grousers ▲ Rubber crawler pad, 300 mm (12 in.) Upperstructure ● 360-deg. rotation ● Counterweight, 540 kg (1,190 lb.) ● Hinged service-access doors ● ROPS/TOPS/FOPS (canopy) ▲ ROPS/TOPS/FOPS (cab) with air conditioning and heater ● Vandal protection for service doors, fuel cap, and toolbox ● Zero-tail-swing configuration Front Attachments ● Arm, 1315 mm (4 ft. 4 in.) ▲ Long arm, 1715 mm (5 ft. 8 in.), includes additional 240-kg (529 lb.) counterweight ● Articulation hose shield ● Backfill blade, 1.74 m (5 ft. 9 in.) ▲ Hydraulic angle backfill blade ● Boom, 2.465 m (8 ft. 1 in.) ● Mechanical quick-coupler ▲ Augers: Planetary / Chain drive / Bits / Bit adapters ▲ Clamp ▲ Hammers: Points / Tools ▲ Quick-coupler buckets: Bucket teeth / Ditching / Heavy-duty Operator's Station ● Horn ● Hour meter	35 P Operator's Station (continued) ● Instrumentation lights ● Mode selectors (illuminated): Power mode (I) / Economy mode (I) ● Monitor system: Preheat indicator / Engine oil pressure indicator with alarm / Alternator voltage indicator / Fuel gauge and low-fuel-level indicator / Engine coolant temperature gauge and engine coolant temperature indicator with alarm / Hour meter / Work lights indicator ● Motion alarm with cancel switch ● Work lights switch ● Propel levers and foldable pedals ● 2 travel speeds with automatic shifting ● Seat belt, 51 mm (2 in.), retractable ▲ Seat belt, 76 mm (3 in.), retractable ● Vinyl seat with fore/aft adjustment ▲ Suspension seat (cloth) ▲ Front screen ▲ Rear secondary exit kit Electrical ● 12-volt accessory outlet ● Alternator, 55 amp ● Low-maintenance battery ● Blade-type multi-fused circuits ● Positive-terminal battery covers ▲ JDLink™ connectivity hardware and John Deere Operations Center™ account Lights ● Work lights: Halogen / 1 mounted on operator's station / 1 mounted on boom
---	--	--

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. These machines are not equipped with spark-arrestor mufflers. Usage in forestry applications is not recommended. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on a canopy unit with standard arm; 610-mm (24 in.), 0.11-m³ (4.0 cu. ft.) bucket; 300-mm (12 in.) rubber track; and 540-kg (1,190 lb.) counterweight; full fuel tank; and 79-kg (175 lb.) operator.



JOHN DEERE

Prepared For

CITY OF RIFLE
PO BOX 1908
RIFLE, CO 816501908
(970) 625-6228
CSECARY@RIFLECO.ORG

Prepared By

Klayton Costanzo
4 Rivers Equipment, LLC
2358 I 70 Frontage Road
Grand Jct., CO 81505
klayton.costanzo@4riversequipment.
com

Quote Id 1266622

Creation Date 05-Nov-2025

Expiration Date 09-Jan-2026

Quote Id 1266622

21-Nov-2025

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Quote Id 1266622

Creation Date 05-Nov-2025

Expiration Date 09-Jan-2026

Customer Notes

Sourcewell Number
City of Rifle
Rifle , Colorado
Account # 69942

Quote Summary

Equipment Summary	Selling Price	QTY In Group	Extended
New 2024 JOHN DEERE CAB 5'7" RUBBER AB 0150FF-1FF035PAJRK006545	\$68,581.60	1	\$68,581.60

Extended Warranty

35 P, Powertrain And Hydraulics, 3000 Total Hours or 60 Total Months, 0 Deductible Date Quoted : 05-Nov-2025

Equipment Total	\$68,581.60
------------------------	--------------------

Quote Summary

Total Selling Price	\$68,581.60
Sub-total	\$68,581.60
Balance Due	\$68,581.60

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote # 1266622
Customer CITY OF RIFLE

New 2024 JOHN DEERE CAB 5'7" RUBBER AB 0150FF

QTY In Group : 1

Equipment Notes

Selling Price

Hours 0

\$68,581.60

Serial Number 1FF035PAJRK006545

Stock Number 198169

PUK Parent Serial # - - -

Equipment Summary

Code	Description	Qty
0150FF	35P	1

Base / Options

Code	Description	Qty
0202	QTY:1 Destination Code United States	1
0408	QTY:1 Configuration 8 Cab, Rubber, Su	1
YMDF	QTY:1 MDF Charge	1
YWLC	QTY:1 Will Call Charge	1

Total Base / Options

Dealer Attachments

Code	Description	Qty
NA24MXBKT	New 2025 WERKBRAU HD MX BKT 26/30/35P X230 (X5) 4.25CF NA24MXBKT	1
NACLAMP	New 2025 WERKBRAU HYD CLAMP 30/35G NACLAMP	1
NAMXCPLR	New 2025 WERKBRAU HYD CPLR 35P W/WET KIT NAMXCPLR	1

Total Dealer Attachments

Value Added Services

Description	Qty
Extended Warranty	1

Total Value Added Services

Total Selling Price

Original Factory Build Codes

Code	Description
------	-------------

0150FF	35 P TIER EXCAVATOR GEN A
0150FF0408	CFG8 CAB RBRTRK LNGARM AB
0150FF0202	DESTINATION CODE - US
0150FF0259	ENGLISH CUSTOMER DELIVERY OM

Extended Warranty Proposal

PowerGard™ Protection Plan

New 2024 JOHN DEERE CAB 5'7" RUBBER AB 0150FF

Date: 21-Nov-2025

Machine/Use Information		Plan Description			
Manufacturer	JOHN DEERE	Plan Type	POWERGARD	Deductible	\$0.00
Equipment Type	Compact Excavators	Warranty Coverage	Powertrain And Hydraulics		
Model	35P	Total Months	60		
Country	US	Total Hours	3000	Date Quoted	05-Nov-2025

MFWD/Tracks N

GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print



I ACCEPT the PowerGard Protection



I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer Expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note: This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions, and limitations of the agreement.

What PowerGard Protection is:

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not:

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles).
- Does not require pre-approval before repairs are made by the authorized John Deere dealership.
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs.
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains.
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in.
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Financial or other sources.
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	4 Rivers Equipment, LLC	

2.	Vendor Address
	PO BOX 209223, Dallas TX 75320

3.	For the Purchase of (description)
	Purchase of 2024 John Deer 35P

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$68,581.60	\$75,000.00	

5.	Dept. Name	General Ledger Acct #
	Cemetery Perpetual Care Fund	401-4422-400-741

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

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
☒	Cooperative Purchasing:	Sec 4-3-50	
☐	Emergency Procurement	Sec. 4-3-235	
☐	Small Purchases	Sec. 4-3-225	
☐	Request for Proposal:	Sec. 4-3-220(b)	(attach bid tab)
☐	Competitive Sealed Bid:	Sec.4-3-215	(attach bid tab & advertisement)
☐	Miscellaneous Exemptions	Sec. 4-2-230	(attach memo)

8.	Authorization Required
☒	City Manager
☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Austin Rickstrew Signer ID: CL5TPBWV12...	11/25/2025
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<u>Amount of Purchase</u>	<u>Is Purchase Order Needed</u>	<u>Method of Source Selection</u>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #12.a.

Agenda Item Name:

Report to City Manager

Presenter:

Patrick Waller, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Work Report to City Manager

11/26/2025

Notification Requirements:

None

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 11.26. 2025 Report to City Manager
2. 2025 Social Report Nov 2025
3. P&Z Director_Update_Memo_12_03_2025
4. 2025Q3 IT Executive Summary Report for City Manager-City of Rifle-CUSTOM-2025-11-25 172250
5. 2025Q3 IT Ticket Review for City Manager Report-City of Rifle-CUSTOM-2025-11-25 172440

WORK REPORT TO CITY MANAGER

11.26.2025

PIO

- Attended seminar on AI-Assisted Writing. It was quite timely being that the judge just signed an Administrative Order regarding the use of AI in the municipal court (see below).
- Press releases on Thanksgiving Closures and the anticipated traffic impacts of Hometown Holiday. There is a lot of excitement about moving the tree from Centennial Park to Heinze Park. Our community likes the idea of being able to see it while driving down Railroad Avenue.

COURT

- Handled 74 adult cases on November 19 court day. Held 05 phone hearings with inmates in jail.
- Judge Zerbi issued an Administrative Order dealing with the use of generative AI in the municipal court. In light of the prevalence of AI, we felt that some guidelines needed to be clearly defined. The order reads:

THIS ORDER is created to establish governance for the use of generative artificial intelligence for any work product, written, audio, visual, or other form, being introduced into the Rifle Municipal Court.

THIS COURT ORDERS that the use of generative artificial intelligence (AI) in the creation of any document, video, or picture, must be human verified for accuracy, lack of bias, confidentiality, and strict compliance with the City of Rifle Generative AI Transparency, Use, and Accountability Policy.

Any submissions to the court, including email, must clearly state that AI was utilized and that a human being, with knowledge of the subject matter, has reviewed, fact checked, and verified the accuracy of all content and verified that no personal or case specific or potentially identifying information was entered into any AI tool.

AI generated evidence and digitally enhanced evidence shall be prohibited unless ordered admissible by the Rifle Municipal Court Judge after a motion and full hearing establishing the credibility of the evidence and a determination that the evidence is in full compliance with all existing laws, rules, and regulations.

THEREFORE, THIS COURT ORDERS that all use of Generative Artificial Intelligence by anyone doing business with the Court must be disclosed, human verified, and strictly adhere to the above-mentioned restrictions.

PUBLIC WORKS

Admin

- Revision of Rifle Standard Specifications Manual: standard figure revisions in progress. Manual text revisions: 90% complete; Figure revisions: 15% complete
- Veteran's Memorial Renovation Design-Construction Drawings: currently in process, estimated 70%; finished documents by mid-December.
- Took steps to slow traffic on Fairway Avenue between Eagle's Nest Apartments & Fairview Heights Townhomes: added Stop signs on Fairway Ave. and at SW entrance to Eagle's Nest Apts.

Fleet

- Normal fleet maintenance operations.
- Fleet Administrator & Manager revising and completing a city vehicle policy.
- Coordinating Depart Fleet Replacement Reports

Operations & Maintenance

- Casting concrete sidewalk to connect HC ramps at Deerfield Park: 50% complete.
- Addition of yard lighting at the O&M shop: 75% complete; waiting on electrician.
- Road patching utilizing all the tools, i.e. Rock Asphalt, Reclaimer, and Infra-red bed in various areas of the city.
- Handling drainage issue in the 400 Block of W. 4th St. adjacent to 440 W. 4th.
- Grading and additional road base on the city's facilities unimproved roadways – Wastewater Treatment Plant, Intake Pond, etc.

Two-week Look Ahead

- Minor waterproofing of upper deck of Parking Garage
- Begin hydraulic hose replacement program on motor grader.
- Winter snow removal operations

City of Rifle – Bi-Weekly Communication Update

Social Media Report | November 2025 (11/1-11/24)

Social Media Overview—Facebook

November is shaping up to be a strong month on Facebook. We are currently trending upward in three of the four primary analytics tracked, with the following increases through Monday, November 24:

- +1.7% in views
- +14.6% in content interactions
- +150% in messaging contacts

Views Breakdown: **189.3K** — Total / **73,569** — From Followers / **115,737** — From Non-followers

The only category trending down is follows, which are slightly lower at **-5.1%**. However, we gained 94 new follows in the first 24 days of November and netted 54, bringing our total audience to 6,706 followers. My goal for the year is to increase our follower count by 15%. Since stepping into this role, we’ve increased our following by 8.6%. As we continue producing fresh content and strengthening communication with our stakeholders, I expect these numbers to continue trending upward.

We have a great growth opportunity in front of us. As Rifle grows so will our social following.

Daily Reach (11/18 thru 11/24)

Tuesday	Wednesday	Thursday	Friday	Saturay	Sunday	Monday
9,730	8,831	4,087	3,599	7,412	11,200	5,983

Key Insights

- You can see how our views increase when we post strong, engaging content that drives interaction from both followers and non-followers. This month’s community meeting generated significant engagement, as did the release of the Hometown Holiday schedule.
- We are tracking well ahead of our October performance, and Hometown Holiday should help us push closer to our September numbers.

Facebook Performance (Monthly Views)

Month	Views	% Change
November	189.3K	+1.7%
October	223.5K	-16.2%
September	261.6K	+31.1%
August	391.1K	+77.8%
July	219.9K	+33.7%
June	164.4K	+362%
May	36.3K	-61.2%
April	79.4K	+7.8%
March	73.9K	+108%
February	34.9K	-30.6%

Top Performing Posts

Hometown Holiday Returns

— 20,418 views, 217 Link Clicks, 180 interactions: 124 Likes/Reactions: 18 Comments;
31 Shares, 7 saves, 22 new follower

Birch Park Update — Pickleball

—14,113 views, 100 interactions: 84 Likes/Reactions, 13 Comments;
3 Shares, 0 saves, 2 new followers

Rifle Creek Trail Clousre

— 13,745 views, 54 interactions: 46 Likes/Reactions, 1 Comments;
7 Shares, 0 saves, 1 new follower

Social Media Overview—Instagram

We are 50/50 in November's Instagram metrics through 11/24. Both views and content interaction down **-6.3 %** and **-21.1%** respectively, but messaging contacts **+100%** and follows **+66.7%** showed overwhelming increases.

Views Breakdown: **11,800** — Total

Key Insights

- We are looking similar to last month on our Instagram numbers, with a chance up passing due to content coming in the last six days of the month.
- This platform is growing with our follows rising quickly and people interacting through messaging.

Instagram Activity – November 2025

CRFR at Rifle Mtn Park

361 views, **11** interactions: **10** Likes/Reactions, **1** Share

Morrow Drive Rebuilding

—**298** views, **8** interactions: **7** Likes/Reactions, **0** Share

Morrow Drive Paving

—**259** views, **9** interactions: **9** Likes/Reactions, **0** Share

Social Looking Ahead

We'll continue to focus on:

- Promoting Home Town Holiday.
- Responding to community feedback and engage.
- Working on building an informational series about project activity(past/current/future)
- Continue planning for what we can do better in 2026.

With consistent strategy and active engagement, we are on track to grow our digital presence and keep our residents informed and involved.

— KM



COMMUNITY DEVELOPMENT DEPARTMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490

MEMORANDUM

TO: City of Rifle City Council
FROM: Zach Higgins, Community Development Director
DATE: December 03, 2025
SUBJECT: Director Update

Community Development Department, OCTOBER – 2025 Update

- City of Rifle Planning and Building Software – CloudPermit continues to meet with Staff and is currently working on our portal/site for Planning and Zoning. Staff training is ongoing on Building Permits, Contractor Licenses, and Planning and Zoning. Once the Digital Plan Review room is set up in early 2026, the full suite of services can go live to the public.
- Housing Needs Assessment – Staff is working on establishing a RIFLE HOUSING working group to identify priorities and implementation steps from the Housing Study and Action Plan.
- Energy Resilience Action Plan – Staff will work with City Council and Planning Commission to establish priorities and any implementation efforts prioritized for pursuit.
- Comprehensive Plan Reconfirmation and Land Use and Development Code Update – City Council has approved the Bid from SE Group and Team to complete the proposed project through April, 2027. Staff is working with the team to coordinate the kickoff and next steps.
- Building Department – City of Rifle has hired a new Building Inspector I who starts December 2nd.

Attached – Building Permit Data (September, October, 2025)

CITY OF RIFLE BUILDING PERMIT REPORT

September 2025

Summary (see note 1)	Total No. of Permits	Total Units *New SFD & MFD (is not part of total permit amount)	*New SFD Units (is not part of total permit amount)	*New MFD Units (is not part of total permit amount)	New Commercial	Other	Valuation	Use Tax Collected	Building Permit Fees	Plan Review Fees	Offsite Street Impact Fees	Parkland Dedication Fees	Waste Water System Improvement Fees	Water System Improvement Fees
September	16	3	3	0	0	13	\$ 1,743,760.33	\$ 33,540.77	\$ 10,358.83	\$ 6,036.13	\$ 9,006.45	\$ 4,000.36	\$ 19,391.55	\$19,496.98
Year to Date	249	32	47	0	2	187	\$ 28,864,452.72	\$ 387,224.91	\$ 164,021.37	\$ 89,410.95	\$ 139,964.52	\$ 146,123.42	\$ 206,558.63	\$202,706.56
Sep-24	12	1	1	0	0	11	\$ 935,182.46	\$ 14,263.38	\$ 8,801.51	\$ 3,840.08	\$ 226.35	\$ -	\$ 12,363.12	\$ -
Year to Date 2024	245	22	17	5	5	218	\$ 34,058,667.50	\$ 307,457.74	\$ 167,489.90	\$ 92,855.80	\$ 303,046.39	\$ 185,386.72	\$ 452,039.48	\$ 449,128.94
End of Year 2024	298	27	22	5	5	266	\$ 35,037,950.26	\$ 328,267.35	\$ 175,314.59	\$ 97,116.19	\$ 311,540.07	\$ 189,305.28	\$ 470,584.16	\$ 461,680.00

Permit No	Parcel No	Date Paid	Address	Applicant	Zone	Permit Type	Valuation	Use Tax	Building Permit Fees	Plan Review Fees	Offsite Street Impact Fees	Parkland Dedication Fees	Waste Water System Improvement Fees	Water System Improvement Fees	Certificate of Occupancy Issued Date
001824	217716403012	10/14/2025	705 TAUGHENBAUGH BLVD	AGREE RIFLE CO LLC	CS	COMM IMPROVEMENTS	\$ 604,063.00	\$ 12,836.32	\$ 3,728.05	\$ 2,423.23					
001916	217709424009	9/3/2025	631-633 MCCARRON COURT	CLANCY, MICHAEL	MDR	FENCE	\$ 10,000.00	\$ 212.50	\$ 25.00						
001923	217721119013	9/4/2025	589 LAST CHANCE DRIVE	J MARTINEZ & CO	CS	COMM TENANT FINISH	\$ 1,000.00	\$ 21.25	\$ 38.75	\$ 25.19					
001924	217716209007	9/10/2025	408 W. 3RD STREET	ARTAZ HEATING-PLUMBING	CBD	FURNACE/BOILER	\$ 5,000.00	\$ 106.25	\$ 25.00						
001925	217710304003	9/5/2025	765 FIR AVENUE	ISABEL VERDOZA	LDR	DECK	\$ 6,345.00	\$ 134.81	\$ 130.08						
001926	217716108006	9/26/2025	409 E 4TH STREET	HIGH MOUNTAIN REPAIR AND CONSTRUCTION	LDR	DECK	\$ 34,000.00	\$ 722.50	\$ 482.15						
001927	217709130009	9/4/2025	1631 WALNUT LOOP	JBS CONSTRUCTION	MDR	NEW RESIDENTIAL	\$ 373,758.49	\$ 7,942.36	\$ 2,526.80	\$ 1,642.42	\$ 4,482.85		\$ 6,558.01	\$6,657.71	
001928	217709120025	9/22/2025	1310 RIFLE HEIGHTS DRIVE	JBS CONSTRUCTION	LDR	NEW RESIDENTIAL	\$ 456,964.20	\$ 9,710.49	\$ 2,992.75	\$ 1,945.29	\$ 4,523.60	\$ 4,000.36	\$ 6,558.01	\$6,657.71	
001930	217715307019	9/20/2025	1593 ENTERPRISE COURT	VALLEYWIDE FENCE LLC	LI	FENCE	\$ 26,754.40	\$ 568.52	\$ 25.00						
001933	217708409034	9/10/2025	540 ARNOLD AVENUE	DUSTALL BUILDING LLC	LDR	REROOF	\$ 10,000.00	\$ 212.50	\$ 25.00						
001934	217710201013	9/5/2025	1363 FIRETHORN DR	PHOENIX HEATING AND COOLING	LDR	AC/HEATER	\$ 20,673.15	\$ 439.28	\$ 25.00						
001935	217704300007	9/15/2025	200 W 20TH ST. A137	CLAYTON HOMES	MDR	MOBILE HOME	\$ 140,000.00		\$ 50.00				\$ 6,275.53	\$6,181.56	
001936	217709200050	9/10/2025	136 E 12TH STREET	GRAY MOUNTAIN ROOFING	CS	REROOF	\$ 27,720.00	\$ 50.00							
001937	217704000007	9/4/2025	200 W 20TH ST. C12	HALCON ROOFING LLC	MDR	REROOF	\$ 8,000.00	\$ 170.00	\$ 50.00						
001941	217710201011	9/17/2025	1357 FIRETHORN DR	ELEPHANT ROOFING INC	LDR	REROOF	\$ 12,000.00	\$ 255.00	\$ 50.00						
001950	217715308002	9/24/2025	1453 AIRPORT RD	A-1 HEATING AND COOLING	LI	FURNACE/BOILER	\$ 7,482.09	\$ 158.99	\$ 160.25						

Total =	\$ 1,743,760.33	\$ 33,540.77	\$ 10,358.83	\$ 6,036.13	\$ 9,006.45	\$ 4,000.36	\$ 19,391.55	\$19,496.98
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CITY OF RIFLE BUILDING PERMIT REPORT

October 2025

Summary (see note 1)	Total No. of Permits	Total Units *New SFD & New MFD	*New SFD Units (is not part of total permit amount)	*New MFD Units (is not part of total permit amount)	New Commercial	Other	Valuation	Use Tax Collected	Building Permit Fees	Plan Review Fees	Offsite Street Impact Fees	Parkland Dedication Fees	Waste Water System Improvement Fees	Water System Improvement Fees
October	27	0	0	0	0	27	\$ 322,198.00	\$ 10,836.01	\$ 2,329.50	\$ -	\$ -	\$ -	\$ -	\$ -
Year to Date	298	27	22	5	5	266	\$ 29,186,650.72	\$ 398,060.92	\$ 166,350.87	\$ 89,410.95	\$ 139,964.52	\$ 146,123.42	\$ 206,558.63	\$ 202,706.56
Oct-24	27	2	2	0	0	25	\$ 935,182.46	\$ 14,263.38	\$ 8,801.51	\$ 3,840.08	\$ 226.35	\$ -	\$ 12,363.12	\$ -
Year to Date 2024	272	24	19	5	5	243	\$ 34,058,667.50	\$ 307,457.74	\$ 167,489.90	\$ 92,855.80	\$ 303,046.39	\$ 185,386.72	\$ 452,039.48	\$ 449,128.94
End of Year 2024	298	27	22	5	5	266	\$ 35,037,950.26	\$ 328,267.35	\$ 175,314.59	\$ 97,116.19	\$ 311,540.07	\$ 189,305.28	\$ 470,584.16	\$ 461,680.00

Permit No	Date Paid	Address	Applicant	Permit Type	Valuation	Use Tax	Building Permit Fees	Plan Review Fees	Offsite Street Impact Fees	Parkland Dedication Fees	Waste Water System Improvement Fees	Water System Improvement Fees	Certificate of Occupancy Issued Date
001942	10/28/2025	330 WILL AVE	SOCO SOLAR AND POWER LLC	SOLAR	\$ 12,300.00	\$ 261.38	\$ 213.45						
BLD-2025-008	10/1/2025	336 E 7TH ST	PAR, SALVADOR	REROOF	\$ 5,000.00	\$ 212.50	\$ 50.00						
BLD-2025-005	10/2/2025	561 E 12TH ST	RUIZ, SUSANA	FENCE	\$ 1,000.00	\$ 42.50	\$ 23.50						
BLD-2025-009	10/3/2025	2316 MEADOW CIR	SMITH, JOSEPH	FIREPLACE	\$ 1,500.00	\$ 63.75	\$ 25.00						
BLD-2025-015	10/7/2025	966 HICKORY DR	MILE HIGH CITY ROOFING	REROOF	\$ 12,500.00	\$ 513.25	\$ 50.00						
BLD-2025-013	10/8/2025	1509 DOGWOOD DR	MR. M SEAMLESS GUTTERS AND ROOFING	REROOF	\$ 12,500.00	\$ 1,190.00	\$ 50.00						
BLD-2025-007	10/8/2025	1311 DOGWOOD DR	MR. M SEAMLESS GUTTERS AND ROOFING	REROOF	\$ 21,600.00	\$ 918.00	\$ 349.25						
BLD-2025-018	10/8/2025	707 WAPITI AVE	THE RIFLE GROUP LLC	CHANGE OF OCCUPANCY	\$ 35,000.00	\$ 1,487.50	\$ 391.25						
BLD-2025-019	10/10/2025	3129 COALMINE AVE	AMAYA, HUNTER	REROOF	\$ 7,000.00	\$ 297.50	\$ 50.00						
BLD-2025-022	10/10/2025	2594 HOWARD AVE	SCARLETT ROOFING LLC	REROOF	\$ 6,669.00	\$ 283.43	\$ 50.00						
BLD-2025-010	10/10/2025	2588 HOWARD AVE	SCARLETT ROOFING LLC	REROOF	\$ 6,669.00	\$ 283.43	\$ 50.00						
BLD-2025-012	10/10/2025	2576 HOWARD AVE	SCARLETT ROOFING LLC	REROOF	\$ 6,669.00	\$ 283.43	\$ 50.00						
BLD-2025-011	10/15/2025	153 E 11TH ST	JOHN STARR	WINDOWS/DOORS	\$ 22,132.00	\$ 940.61	\$ 363.25						
BLD-2025-003	10/16/2025	535 WHITERIVER AVE	PHIL JENSEN ROOFING	REROOF	\$ 15,000.00	\$ 637.50	\$ 50.00						
BLD-2025-020	10/16/2025	1117 W 5TH ST	RENEWAL BY ANDERSON	DOOR REPAIR	\$ 9,469.00	\$ 402.43	\$ 69.25						
BLD-2025-023	10/16/2025	703 EAST AVE	RENEWAL BY ANDERSON	DOOR/WINDOW	\$ 21,213.00	\$ 904.36	\$ 69.25						
BLD-2025-017	10/16/2025	890 HICKORY DR	RENEWAL BY ANDERSON	DOOR/WINDOW	\$ 14,302.00	\$ 607.84	\$ 69.25						
BLD-2025-016	10/20/2025	3126 COALMINE AVE	HIGH PROFILE ROOFING LLC	REROOF	\$ 18,950.00	\$ 805.41	\$ 50.00						
BLD-2025-026	10/20/2025	2567 FAIRWAY HEIGHTS COURT	VANTHILT, VALERIE	FENCE	\$ 1,500.00	\$ 23.50	\$ 63.75						
BLD-2025-030	10/28/2025	705 TAUGHENBAUGH BLVD	AGREE RIFLE CO LLC	FENCE	\$ 6,000.00	\$ 255.00	\$ 69.25						
BLD-2025-033	10/28/2025	747 ELDER COURT	MR. M SEAMLESS GUTTERS AND ROOFING	REROOF	\$ 25,500.00	\$ 1,083.75	\$ 50.00						
BLD-2025-038	10/28/2025	660 MOKI AVE	MILE HIGH CITY ROOFING	REROOF	\$ 9,000.00	\$ 382.50	\$ 50.00						
BLD-2025-037	10/29/2025	329 E 2ND ST	ALAN DUNCAN ROOFING	REROOF	\$ 2,000.00	\$ 85.00	\$ 50.00						
BLD-2025-024	10/29/2025	1923 PROMONTORY CIR	BIG DOG SOLAR	SOLAR	\$ 33,615.00	\$ 1,428.64	\$ 500.00						
BLD-2025-025	10/29/2025	412 ELM AVE	BIG DOG SOLAR	SOLAR	\$ 14,110.00	\$ 599.68	\$ 237.25						
BLD-2025-039	10/30/2025	336 E 7TH ST	PAR, SALVADOR	ADDITION	\$ 500.00	\$ 21.25	\$ 23.50						
BLD-2025-021	10/31/2025	818 TAUGHENBAUGH BLVD	BOOKCLIFFS PROFESSIONAL BUILDING	CHANGE OF OCCUPANCY	\$ 500.00	\$ 23.25	\$ 23.50						
Total =					\$ 322,198.00	\$ 10,836.01	\$ 2,329.50	\$ -	\$ -	\$ -	\$ -	\$ 0.00	



2025Q3 IT Executive Summary Report for City Manager

ORGANIZATION

City of Rifle

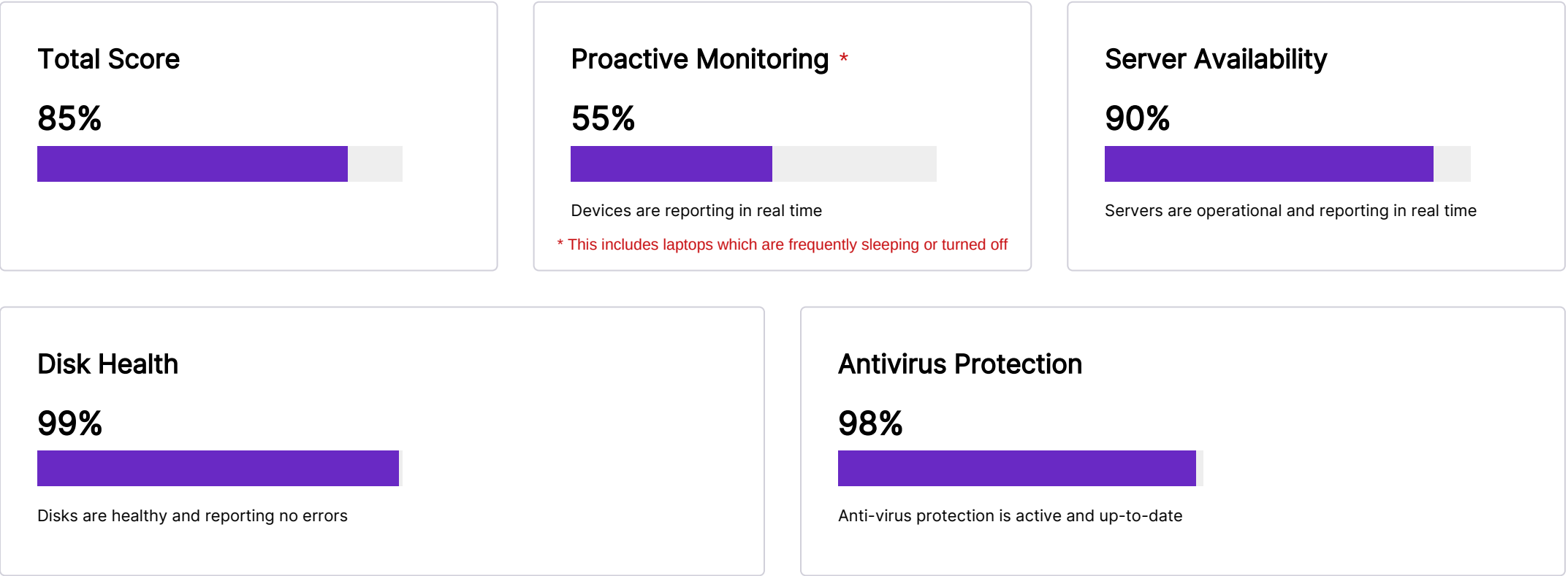
EXECUTION DATE

Nov 25, 2025

DESCRIPTION

IT Executive Summary Report for City Manager

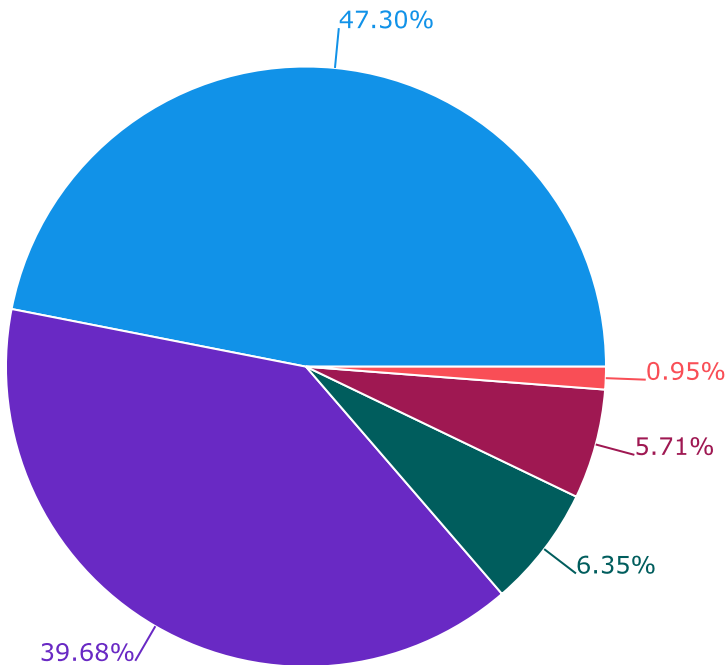
HEALTH SCORE



Completed/Ongoing Projects

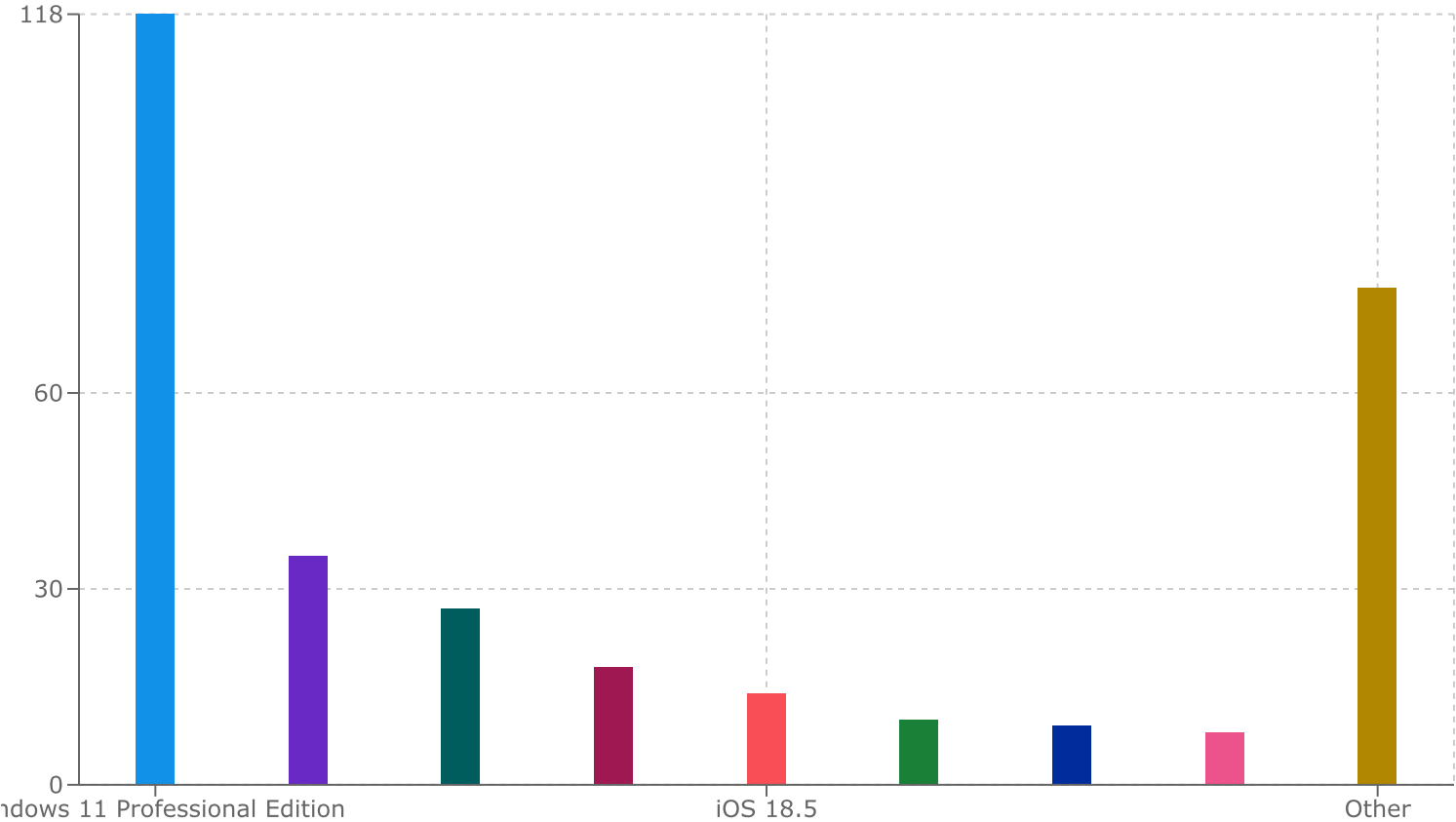
- Switch Replacement 90% Complete
 - Remaining Core Switch at WTP
- Wireless Access Points 96.43% Complete
- Laserfiche Cloud 100%
- New Intranet Site Complete

SITE OVERVIEW By device type



Total	315
Windows Workstations	149
Apple Mobile	125
Windows Servers	20
NMS	18
Mac	3

SITE OVERVIEW By OS



Total	315
Windows 11 Professional Edition	118
iOS 18.6.2	35
Windows 11 Pro for Workstations Edition	27
Unknown	18
iOS 18.5	14
Windows Server 2016 Standard Edition	10
iOS 26.1	9
iPadOS 18.1.1	8
Other	76

SYSTEM OVERVIEW

Anti-Virus	
Protected Devices	169
Unprotected Devices	3

Software	
Added	5926
Removed	634
Updated	33750

Hardware	
Added	6707
Removed	6524

Teamviewer	
Devices	2
Sessions	21

Alerts Triggered	514
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Actions Run	22007
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2025Q3 IT Ticket Review for City Manager Report

ORGANIZATION

City of Rifle

EXECUTION DATE

Nov 25, 2025

DESCRIPTION

Ticketing report for City of Rifle

Ticket Volume

Total

Status	Count
New	0
In Progress	5
Waiting	0
Scheduled	4
Waiting on End User Response	0
Waiting on Vendor Response	2
Waiting on End User Response Beyond 3 Days	0
Paused	1
Closed	272
Reopened	21 (7.39%)
Created	284

Tickets Created Per Day

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
64	53	54	58	45	4	6

Tickets Created Per Hour

Start Time	End Time	Total
12 AM	03 AM	0
03 AM	06 AM	1
06 AM	09 AM	50
09 AM	12 PM	80
12 PM	03 PM	85
03 PM	06 PM	60
06 PM	09 PM	5
09 PM	12 AM	3

Resolution Time

Mean Time to Resolve	19 Days 2 Hours 54 Minutes	One Touch Resolution	41.007%	First Response Time	3 Days 6 Hours 45 Minutes
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Tickets / Resolution Time

0-5 Hours	5-24 Hours	1-7 Days	7-30 Days	More than 30 days
41%	16%	26%	8%	9%

Technician Ticket Efficiency

Tickets Taken

Technician	Total
Kelly Thompson	16
Rebekah Diaz	2
Brenda Maes	95
Jake Statler	58
James Binford	108

Tickets Solved

Technician	Total
Kelly Thompson	14
Brenda Maes	96
Jake Statler	55
James Binford	113
Rebekah Diaz	1