



# CITY COUNCIL

## WORKSHOP AND REGULAR MEETING AGENDA

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March 18, 2026

7:00 PM

202 Railroad Avenue, Rifle, CO 81650

### **5:30 PM - Workshop Meeting**

#### **Discussion and Review**

- a. Investment Portfolio Discussion
- b. Form Based Code Discussion
- c. Golf Course - Restaurant Lease Agreement Discussion

### **7:00 PM - Regular Meeting**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Comment** \*(Maximum time permitted for Public Comment is 3 minutes per person)  
\*(Reserved for general comments or items on the agenda that are not a public hearing)
5. **Consent Agenda**
  - 5.a. Consider Minutes of the March 4, 2026 Regular Meeting
  - 5.b. Consider Declaring Decommissioned Vehicles Surplus
  - 5.c. Consider Approval of Purchase Order for Garfield County Victims Response Team Services
  - 5.d. Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill
  - 5.e. Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres
6. **Action, if any, on Workshop Items**
7. **Regular Agenda**

- 7.a. Consider a Letter of Support for Colorado Energy Office CAMP Implementation Phase Grant
- 7.b. Consider Approval of Purchase of a John Deere 444 P-Tier Wheel Loader for O&M
- 7.c. Consider Adopting the Colorado Wildfire Resiliency Code by Reference - Ordinance No. 8 Series of 2026 (1st Reading)
- 7.d. Consider Adopting Liquor Permitting Process for Festivals - Ordinance No. 9, Series of 2026 (1st Reading)
- 7.e. Consider Purchase of Two Beverage Units for the Rifle Creek Golf Course
- 7.f. Consider Purchase of Two Upfit Packages for New Police Interceptor Patrol Vehicles
- 7.g. Consider Purchase of a 2025 Ford Police Interceptor Utility Patrol Vehicle

## 8. Administrative Reports

- 8.a. Report to City Manager

## 9. Comments from Mayor and Council

## 10. 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:**

Investment Portfolio Discussion

**Presenter:**

Scott Rust, Finance Director

**Item Description:**

During the 2025 Q4 Financial update, questions arose regarding the investment portfolio report. This conversation will address those questions and give further explanation and insight into the reasoning behind the City's current approach to investing.

**Recommended Action:**

N/A

**Fiscal Impact:**

No impact.

**Operational Impact:**

The City is currently reviewing and codifying an investment program policy which will impact future investment decisions. Discussion during this meeting will align priorities and expectations.

**Prior Board Motions:**

N/A

**Background Information:**

The City manages an investment portfolio of approximately \$52,265,000 through a variety of investment vehicles. These include U.S. Treasury Securities, Local Government Investment Pools (LGIPs), Certificates of Deposit (CD's), and money market accounts at various financial institutions. The main priorities of the investment program are principal preservation, maintaining sufficient liquidity, obtaining a reasonable market rate of return, and legal compliance. All investments conform to Colorado Revised Statutes (C.R.S.) §§ 24-75-601 through 24-75-601.1 and the prudent investor standard (C.R.S. § 15-1-304), requiring care, skill, prudence, and diligence a prudent person would exercise.

**Executive Summary:**

N/A

**Notification Requirements:**

N/A

**Prepared By:**

Patrick Waller, City Manager

**Attachments:**

1. City of Rifle Investment Report 12.31.25
2. City of Rifle Investment Report 2.28.26
3. City of Rifle Investment Portfolio Discussion 3.18.26

**City of Rifle**  
**Investment Portfolio Report @ 12/31/2025**

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)
<b>U. S. Agency Bonds</b>													
Federal Home Loan	3134GXW67	Charles Schwab	AA+	-	-			CALLED	-	-	-	65,250.00	-
Federal Home Loan Bank Bond	3130AT7K7	Charles Schwab	AA+	-	-			CALLED	-	-	-	40,742.50	-
<b>Total U. S. Agency Bonds</b>				<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 105,992.50</b>	<b>\$ -</b>
<b>U. S. Treasury Securities</b>													
U. S. Treasury Note	91282CFW6	Charles Schwab		\$ -	\$ -			MATURED	\$ -	\$ -	\$ 112,500.00	\$ 225,000.00	\$ -
U. S. Treasury Note	91282CBQ3	Charles Schwab		\$ 3,623,498.20	\$ 3,730,371.00	6.94%	4.22700%	2/28/2026	\$ 3,730,371.00	\$ -	\$ -	\$ 18,750.00	\$ 106,872.80
U. S. Treasury Note	912828654	Charles Schwab		\$ 2,000,813.57	\$ 2,024,300.55	3.76%	4.13800%	4/30/2026	\$ 2,024,300.55	\$ -	\$ 24,130.00	\$ 24,130.00	\$ 23,486.98
U. S. Treasury Note	91282CEF4	Charles Schwab		\$ 2,808,432.10	\$ 2,849,162.82	5.30%	3.98200%	3/31/2027	\$ -	\$ 2,849,162.82	\$ -	\$ 36,062.50	\$ 40,730.72
U. S. Treasury Note	91282CAL5	Charles Schwab		\$ 5,287,406.26	\$ 5,307,968.40	9.87%	3.52400%	9/30/2027	\$ -	\$ 5,307,968.40	\$ -	\$ -	\$ 20,562.14
<b>Total U. S. Treasury Securities</b>				<b>\$ 13,720,150.13</b>	<b>\$ 13,911,802.77</b>	<b>25.86%</b>			<b>\$ 5,754,671.55</b>	<b>\$ 8,157,131.22</b>	<b>\$ 136,630.00</b>	<b>\$ 303,942.50</b>	<b>\$ 191,652.64</b>
<b>Certificates of Deposit (CD)</b>													
Certificate of Deposit		ANB		\$ 223,958.32	\$ 223,958.32	0.42%	3.25000%	12/11/2026	\$ 223,958.32	\$ -	\$ -	\$ 7,562.78	\$ -
Certificate of Deposit		Bank of Colorado		796,178.63	796,178.63	1.48%	1.99000%	1/14/2026	796,178.63	\$ -	3,973.61	15,648.83	\$ -
<b>Total CD</b>				<b>\$ 1,020,136.95</b>	<b>\$ 1,020,136.95</b>	<b>1.90%</b>			<b>\$ 1,020,136.95</b>	<b>\$ -</b>	<b>\$ 3,973.61</b>	<b>\$ 23,211.61</b>	<b>\$ -</b>
<b>Money Market Funds (MMF)/Liquid Cash</b>													
Public Fund Money Market		Alpine		\$ 7,286,475.83	\$ 7,286,475.83	13.55%	3.75000%	n/a	\$ -	\$ -	\$ 23,232.07	\$ 444,326.95	\$ -
Public Fund Money Market		Charles Schwab		11,412.46	11,412.46	0.02%	0.05000%	n/a	\$ -	\$ -	72.09	1,014.17	\$ -
Public Fund Money Market		ANB		1,690,704.44	1,690,704.44	3.14%	1.44000%	n/a	\$ -	\$ -	2,188.59	27,014.41	\$ -
Public Fund Money Market		Bank of Colorado		282,059.97	282,059.97	0.52%	0.25000%	n/a	\$ -	\$ -	63.74	1,469.09	\$ -
<b>Total Money Market Accounts</b>				<b>\$ 9,270,652.70</b>	<b>\$ 9,270,652.70</b>	<b>17.24%</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,556.49</b>	<b>\$ 473,824.62</b>	<b>\$ -</b>
<b>Local Government Investment Pool (LGIP)</b>													
ColoTrust Prime		ColoTrust	AAAm <sup>1</sup>	\$ 6,555,398.45	\$ 6,555,398.45	12.19%	4.19040%	n/a	\$ -	\$ -	\$ 20,527.05	\$ 266,076.18	\$ -
ColoTrust Edge LT		ColoTrust	AAAm <sup>1</sup>	7,055,448.40	7,055,448.40	13.12%	4.35250%	n/a	\$ -	\$ -	24,073.60	306,385.47	\$ -
CSAFE-General		CSAFE	AAAmf <sup>2</sup>	3,072,362.14	3,072,362.14	5.71%	4.29000%	n/a	\$ -	\$ -	10,156.27	128,649.25	\$ -
CSAFE-CORE LT		CSAFE	AAAmf <sup>2</sup>	12,902,215.16	12,902,215.16	23.99%	4.38000%	n/a	\$ -	\$ -	43,790.14	552,054.68	\$ -
<b>Total Local Government Investment Pool</b>				<b>\$ 29,585,424.15</b>	<b>\$ 29,585,424.15</b>	<b>55.00%</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,547.06</b>	<b>\$ 1,253,165.58</b>	<b>\$ -</b>
<b>Total All Accounts</b>				<b>\$ 53,596,363.93</b>	<b>\$ 53,788,016.57</b>	<b>100.00%</b>			<b>\$ 6,774,808.50</b>	<b>\$ 8,157,131.22</b>	<b>\$ 264,707.16</b>	<b>\$ 2,160,136.81</b>	<b>\$ 191,652.64</b>

Note - <sup>1</sup>

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

Note - <sup>2</sup>

Fitch Rating of Money Market Fund (MMF) - AAmmf = Extremely Strong capacity to maintain principal stability and limit exposure to losses & credit risk

**City of Rifle**  
**Investment Portfolio Report @ 02/28/2026**

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)
<b>U. S. Agency Bonds</b>													
NONE				-	-				-	-	-	-	-
<b>Total U. S. Agency Bonds</b>				\$ -	\$ -	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -
<b>U. S. Treasury Securities</b>													
U. S. Treasury Note	91282CBQ3	Charles Schwab		\$ -	\$ -	0.00%		Matured	\$ -	\$ -	\$ -	\$ -	\$ -
U. S. Treasury Note	9128286S4	Charles Schwab		\$ 1,998,715.31	\$ 2,028,190.00	3.87%	4.13800%	4/30/2026	\$ 2,028,190.00	\$ -	\$ -	\$ -	\$ 29,474.69
U. S. Treasury Note	91282CEF4	Charles Schwab		\$ 2,808,432.10	\$ 2,851,980.28	5.45%	3.98200%	3/31/2027	\$ -	\$ 2,851,980.28	\$ -	\$ -	\$ 43,548.18
U. S. Treasury Note	91282CAL5	Charles Schwab		\$ 5,287,406.26	\$ 5,328,312.47	10.17%	3.52400%	9/30/2027	\$ -	\$ 5,328,312.47	\$ -	\$ -	\$ 40,906.21
U. S. Treasury Note	91282CMW8	Charles Schwab		\$ 3,714,716.55	\$ 3,714,137.92	7.09%	3.59100%	4/15/2028	\$ -	\$ 3,714,137.92	\$ -	\$ -	\$ (578.63)
<b>Total U. S. Treasury Securities</b>				\$ 13,809,270.22	\$ 13,922,620.67	26.58%			\$ 2,028,190.00	\$ 11,894,430.67	\$ -	\$ -	\$ 113,350.45
<b>Certificates of Deposit (CD)</b>													
Certificate of Deposit		ANB		\$ 223,958.32	\$ 223,958.32	0.43%	3.25000%	12/11/2026	\$ 223,958.32		\$ -	\$ -	\$ -
Certificate of Deposit		Bank of Colorado		800,172.17	800,172.17	1.53%	1.99000%	1/14/2028		800,172.17	\$ -	\$ -	\$ -
<b>Total CD</b>				\$ 1,024,130.49	\$ 1,024,130.49	1.96%			\$ 223,958.32	\$ 800,172.17	\$ -	\$ -	\$ -
<b>Money Market Funds (MMF)/Liquid Cash</b>													
Public Fund Money Market		Alpine		\$ 5,685,848.76	\$ 5,685,848.76	10.86%	3.51000%	n/a			\$ 14,302.45	\$ 37,115.30	\$ -
Public Fund Money Market		Charles Schwab		373.51	373.51	0.00%	0.05000%	n/a			72.09	1,014.17	\$ -
Public Fund Money Market		ANB		1,694,371.31	1,694,371.31	3.23%	1.36000%	n/a			1,765.87	3,666.87	\$ -
Public Fund Money Market		Bank of Colorado		282,172.03	282,172.03	0.54%	0.25000%	n/a			54.10	112.06	\$ -
<b>Total Money Market Accounts</b>				\$ 7,662,765.61	\$ 7,662,765.61	14.63%			\$ -	\$ -	\$ 16,194.51	\$ 41,908.40	\$ -
<b>Local Government Investment Pool (LGIP)</b>													
ColoTrust Prime		ColoTrust	AAAm <sup>1</sup>	\$ 6,593,316.36	\$ 6,593,316.36	12.59%	3.55670%	n/a			\$ 17,964.17	\$ 37,917.93	\$ -
ColoTrust Edge LT		ColoTrust	AAAm <sup>1</sup>	7,100,393.71	7,100,393.71	13.56%	3.90280%	n/a			21,209.34	44,969.07	\$ -
CSAFE-General		CSAFE	AAAmf <sup>2</sup>	3,091,163.69	3,091,163.69	5.90%	3.76000%	n/a			8,894.14	18,801.55	\$ -
CSAFE-CORE LT		CSAFE	AAAmf <sup>2</sup>	12,983,150.86	12,983,150.86	24.79%	3.84000%	n/a			38,143.74	80,935.70	\$ -
<b>Total Local Government Investment Pool</b>				\$ 29,768,024.62	\$ 29,768,024.62	56.83%			\$ -	\$ -	\$ 86,211.39	\$ 182,624.25	\$ -
<b>Total All Accounts</b>				\$ 52,264,190.94	\$ 52,377,541.39	100.00%			\$ 2,252,148.32	\$ 12,694,602.84	\$ 102,405.90	\$ 224,532.65	\$ 113,350.45

Note - <sup>1</sup>

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

Note - <sup>2</sup>

Fitch Rating of Money Market Fund (MMF) - AAAMmf = Extremely Strong capacity to maintain principal stability and limit exposure to losses & credit risk

# City of Rifle Investment Portfolio Discussion



3/18/2026

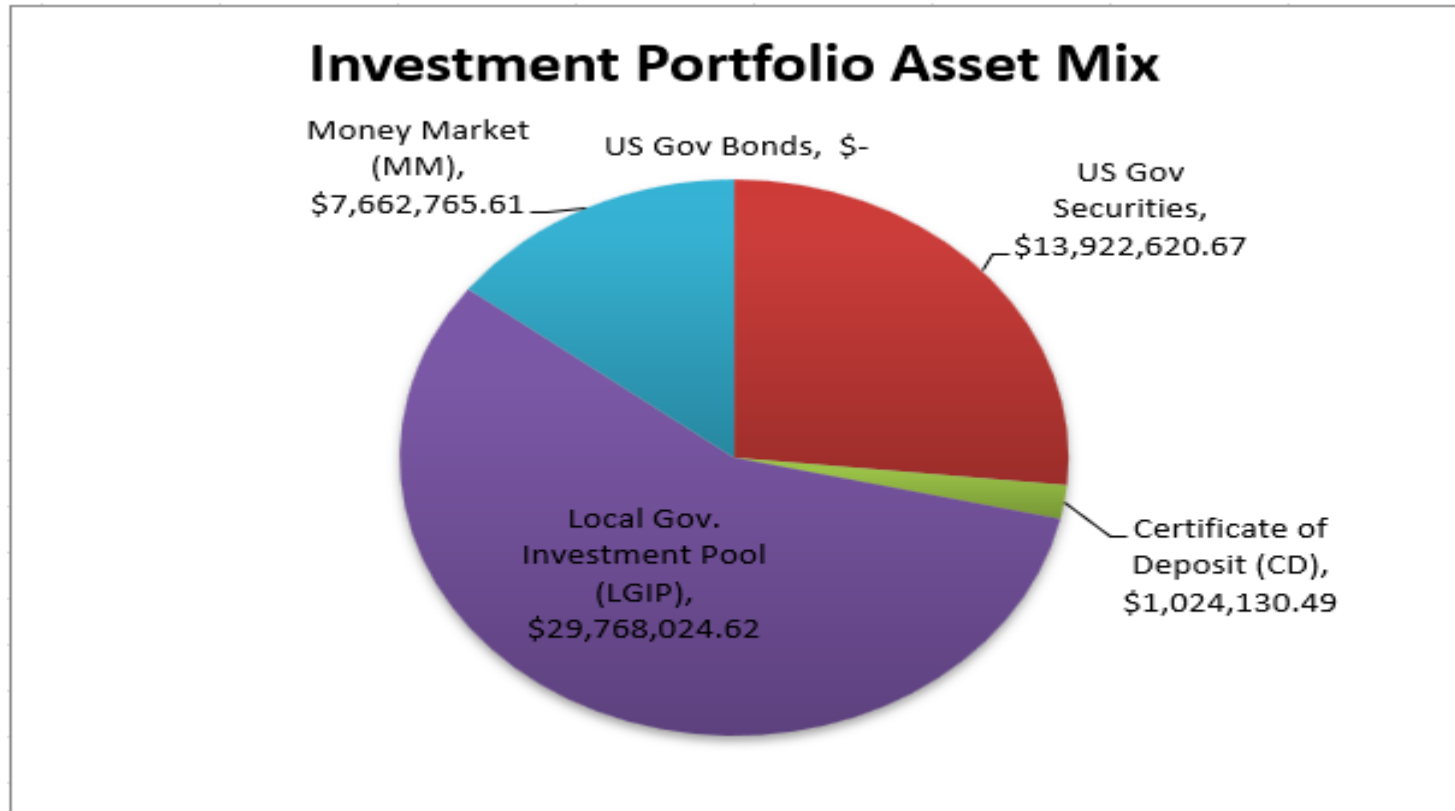
# City of Rifle Investment Philosophy

## Principles:

1. Preservation and Safety of Principal
2. Liquidity
3. Reasonable Market Rate of Return
4. Legal Compliance

All investments shall conform to Colorado Revised Statutes (C.R.S.) §§ 24-75-601 through 24-75-601.1 and the prudent investor standard (C.R.S. § 15-1-304), requiring care, skill, prudence, and diligence a prudent person would exercise.

# Investment Portfolio (2/28/2026)



- Portfolio Market Value - \$52,264,190.94
  - 0.00% Bonds, 26.58% Securities, 1.96% CD, 56.83% LGIP, 14.63% MM
- Total YTD Earnings - \$224,532.65
- Unrealized Gain/Loss - \$113,350.45

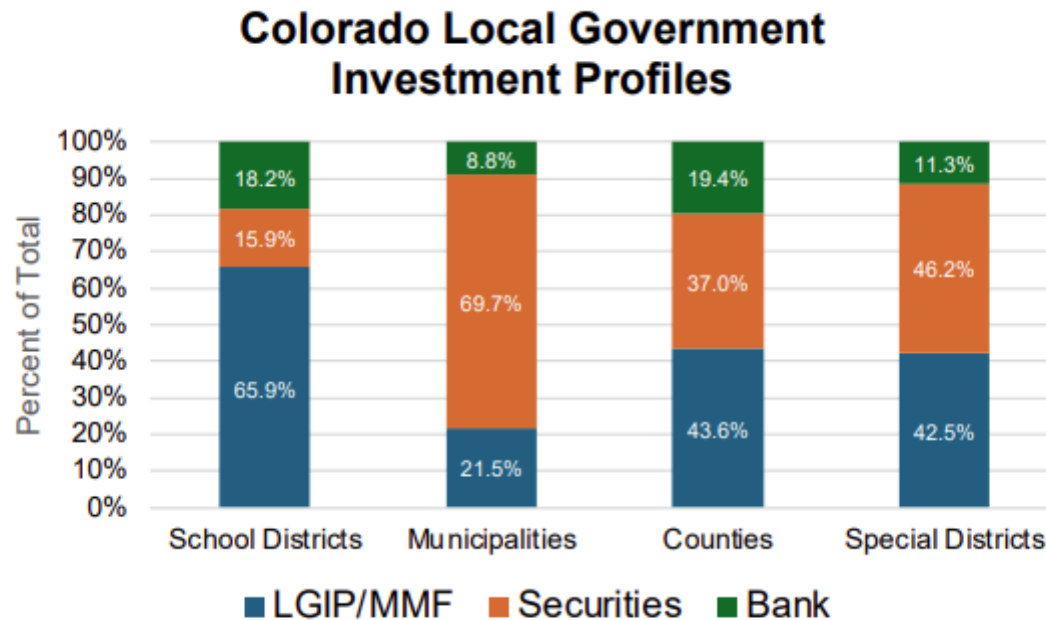
# Permitted Investments

- Colorado Revised Statute 24-75-6 allows:

- 
- |                                     |                                    |
|-------------------------------------|------------------------------------|
| • U.S. Treasury securities          | • Securities lending agreements    |
| • Federal agency securities         | • Money market funds               |
| • Municipal securities              | • Guaranteed investment contracts  |
| • Local government investment pools | • Corporate and bank securities    |
| • Repurchase agreements             | • Commercial paper, negotiable CDs |
-

# How Do Colorado Local Governments Invest?

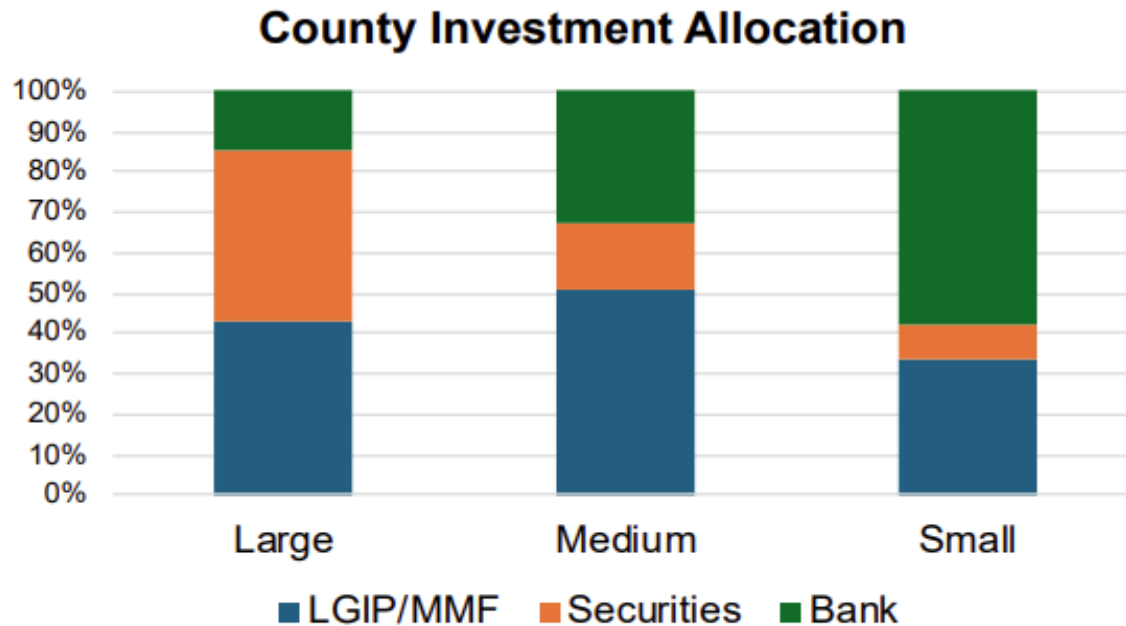
- Investment mix varies widely
- Below chart pulled from CCTPTA presentation:



Source: Local government financial audits and reports

# How Do Colorado Counties Invest?

- Below chart pulled from CCTPTA presentation:



Source: County financial audits

<https://cctpta.org/wp-content/uploads/2024/10/Investing-Public-Funds-in-Colorado-CCTPTA-10.15.24.pdf>

# Local Government Investment Pools (LGIPs)

- Collective investment vehicle utilized by government entities to pool available funds for investment purposes to achieve economies of scale and maximize net interest earnings.
- LGIPs:
  - Colotrust (1985)
  - CSAFE (1988)
  - CSIP (2017)
  - CSLIP

# Portfolio Diversification – Managing Concentration Risk

- No CRS dictating concentration of investments
- GFOA Recommends:
  - Limit investments in securities with higher credit and/or market risk.
  - Consider political climate, stakeholder’s view towards risk, and risk tolerances
  - Define maturity/duration parameters
  - Define risk profile for portfolio based on objectives, risk tolerance, & liquidity requirements

# Portfolio Diversification – Managing Concentration Risk

## 7. INVESTMENT DIVERSIFICATION

To mitigate concentration risk, the following limits apply unless the City Council authorizes otherwise:

Investment Type	Maximum % of Portfolio
Bank Deposits	100%
Certificates of Deposit	100%
U.S. Treasury Securities	100%
U.S. Agency Securities	100%
Local Government Investment Pools	100%
Money Market Funds	100%
Corporate & Bank Securities (aggregate)	50%
Municipal Obligations	20%
Single Corporate/Bank Issuer	5%

# Key Terms

- Cost Basis (Purchase Price)
  - Amount paid to acquire asset +/- premiums/discounts, commissions and fees.
- Coupon Rate
  - Interest paid by fixed income security
- Yield to Maturity
  - Annualized return anticipated on a security if held until maturity
- Discount/Premium
  - Difference between asset market price and intrinsic value (Net Asset Value)
- Unrealized Gain/(Loss)
  - Potential profits or losses on investments that have increased or decreased in value. Difference between market price and purchase price.

# Fixed Income Investment Strategies

- Laddering
  - Staggered maturity dates (ex/ 1, 3, & 5 years) to ensure liquidity and reinvestment ability
- Barbell
  - Divide between short-term (liquidity) & long-term (higher yield). Avoid intermediate terms.
- Passive Management (Buy & Hold)
  - Purchase high quality and hold maturity to guarantee return of principal and predictable income stream.
- Active Management (Buy & Sell)
  - Buy & sell actively based on rates and market conditions to maximize returns



**Agenda Item #b.**

**Agenda Item Name:**

Form Based Code Discussion

**Presenter:**

Zach Higgins, Community Development Director

**Item Description:**

See attached.

**Recommended Action:**

N/A

**Fiscal Impact:**

N/A

**Operational Impact:**

See attached.

**Prior Board Motions:**

N/A

**Background Information:**

See attached.

**Executive Summary:**

See attached.

**Notification Requirements:**

N/A

**Prepared By:**

Zach Higgins, Community Development Director

**Attachments:**

1. Economic-Benefits-of-FBCs-sRGB
2. FBC\_CC\_WORKSHOP\_Memo\_03\_18\_2026



# ZONED IN

Economic Benefits & Shared Prosperity  
with Form-Based Codes

FBCI Form-Based  
Codes Institute

 Smart Growth America  
Improving lives by improving communities

## Project staff

**Chris Zimmerman**, Vice President for Economic Development,  
Smart Growth America

**Marta Goldsmith**, Director, Form-Based Codes Institute,  
Smart Growth America

**Michael Rodriguez**, Director, Research,  
Smart Growth America

**Stephen Lee Davis**, Director, Communications,  
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**Jeri Mintzer**, Deputy Director for Economic Development,  
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**Jordan Howard**, Economic Development Specialist,  
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**Becca Buthe**, Economic Research Analyst,  
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**Martina Guglielmono**, Economic Development Associate,  
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**Tyler Quinn-Smith**, Land Use & Development Program Associate,  
Smart Growth America

**Jamie Zouras**, Program Manager, Form-Based Codes Institute,  
Smart Growth America

## Sponsors

### **The Richard H. Driehaus Charitable Lead Trust**

Calfee Zoning

Dover, Kohl & Partners

Lisa Wise Consulting

New Town Planners Association

Opticos Design

PlaceMakers

## In memoriam

The Form-Based Codes Institute mourns the loss in March 2021 of its longtime friend and supporter, Richard H. Driehaus.

Richard was the Institute's founding benefactor and the Richard H. Driehaus Charitable Lead Trust generously supported FBCI's work, including this study, for many years. Richard had a strong personal interest in design excellence and historic preservation. His commitment to the built environment was grounded in the belief that design can make a community stronger and give it more pride.

FBCI is pleased to dedicate this report to his memory.

# Contents

Introduction to form-based codes	1
Key findings	5
Form-based codes: a tool for equitable development	7
Four case study jurisdictions	17
Case study findings	23
Case studies: analysis	23
Arlington County, Virginia: Columbia Pike & Lee Highway corridors	23
Cincinnati, Ohio: Madisonville & Pleasant Ridge neighborhoods	27
Fort Worth, Texas: Near Southside & AllianceTexas	29
Palm Beach County, Florida: Delray Beach & Boynton Beach	32
Comparison: form-based code vs. conventional code areas	35
Economic & demographic trends	35
Real estate trends	38
Summary of interviews	40
Conclusions	41
Appendices	43
A. Additional comparative analysis	43
B. Additional analysis for case study areas	45

# Introduction to form-based codes

Over the past several decades, walkable, mixed-use, smart growth development has become the preferred norm in many communities across the country. But many of these places are finding that their older, conventional, use-based zoning makes it difficult to realize this vision. This system of zoning was devised over 100 years ago to prevent undesirable adjacent uses—factories next to homes, schools across the street from taverns—and incompatible adjacent scales of development. Also referred to as Euclidean zoning, it focuses on the separation of uses—commercial, residential, industrial, civic—considered in the early 20th century to be incompatible.<sup>1</sup> Euclidean zoning was also used to segregate communities based on wealth, race, ethnic group, and abilities and continues to pervade most American communities today.

This intentional separation of land uses, incomes, races, and ethnicities—coupled with other government policies—has contributed to a range of societal problems including unequal distribution of wealth, racial segregation, auto-dependency and suburban sprawl, urban abandonment and blight, and significant environmental pollution. During the first half of the 20th century, a wave of white Americans chose to leave their homes in urban core areas and move to suburban neighborhoods on the periphery of the city.

This resulted in the construction of thousands of miles of new roads to connect the increasingly sprawling suburbs to urban centers, many of them dividing Black and brown communities down the middle. This new “suburban” lifestyle was generally centered around segregated, residential-only neighborhoods with predominantly single-family, detached homes, and required the use of an automobile to fulfill most daily or recurring activities.

As commutes lengthened and women entered the workforce in greater numbers during the 1990s, many households—particularly white, middle- and upper-income households—began turning to a new, more urban way of life in places where they could shorten their commute and have other options for getting around. Residents near urban centers could enjoy street life, shopping and dining, and recreational activities nearby, and live in a more diverse neighborhood with a wider choice of housing types. When developers tried to respond to these preferences and market changes by creating mixed-use, walkable places, many hit a wall, discovering that this outdated approach to zoning, other local land-use regulations, and complicated, lengthy, unpredictable approval processes made building these types of walkable, mixed-use neighborhoods almost impossible in most communities, if not outright illegal. In

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<sup>1</sup> Euclidean zoning was named after the landmark 1926 Supreme Court case, *Euclid v. Ambler*.

response, planners, urban designers, architects, and public decision-makers turned to the principles of historical urban form to develop a new system of land-use regulation. In 2003, this new approach to land-use regulation, which focuses on the places outside the buildings rather than on what goes on inside the buildings, became known as *form-based codes*.<sup>2</sup>

## Modern form-based codes were created to encourage mixed-use, pedestrian-oriented development.

Unlike conventional zoning which focuses almost exclusively on building uses and largely ignores the public realm, form-based codes focus on creating the places outside of buildings—in the “public realm”—and creating spaces where people are comfortable and interested in walking, biking, or gathering. Form-based codes also focus on the scale and placement of buildings, the design of streetscapes, and the quality of open spaces and facades. Form-based codes are written to encourage the integration of uses and building types as modeled by



*Illustrative plan from the Town of Canton, CT excerpted from the Canton Village Districts Form-Based Code, which won the 2019 Richard H. Driehaus Form-Based Code Award.*

village and urban centers that predate both conventional, use-based zoning and/or the popularization of the automobile.

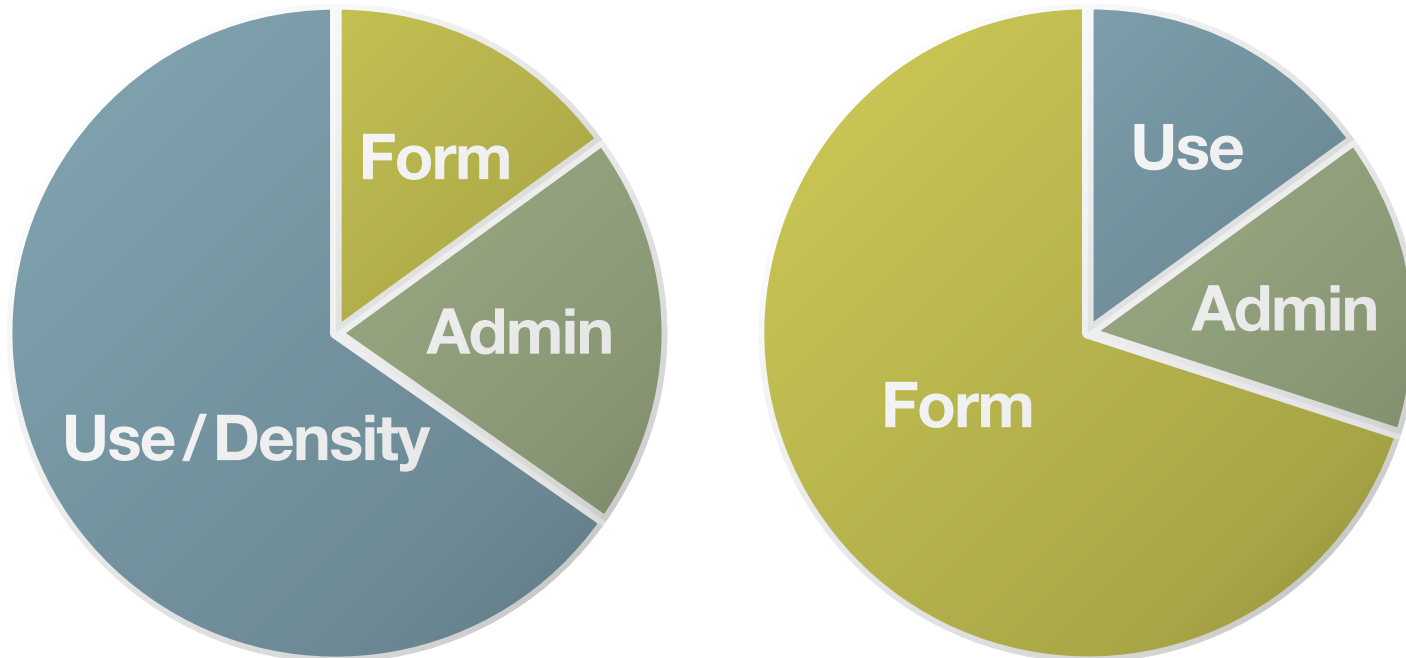
In these older urban centers, a diversity of housing types, commercial uses, and mobility options occur naturally and evolve over time as the needs of the community change. This focus on what happens outside the buildings, rather than inside, results in a regulatory framework that

<sup>2</sup> The term *form-based code* was coined in 2001 by Carol Wyant, who later became the first executive director of the Form-Based Codes Institute.

encourages a range of housing types and businesses, neighborhoods and streets that are designed to be safer and more inviting for walking and bicycling, preserves community history and architectural diversity, and results in a healthier environment. The main purpose of this study is to test the assumption that form-based codes foster a stronger economy and more diverse housing options, when compared to conventional codes in the same jurisdictions.

When implemented, form-based codes have the potential to help create more equitable development.<sup>3</sup> While conventional, use-based codes inherently drive separation and segregation, form-based codes offer an alternative regulatory framework that emphasizes walkability, human scale and physical character of place, mobility options, diversity, and a mix of uses.

Figure 1. Conventional (Euclidean) zoning vs. form-based zoning.



<sup>3</sup> The [U.S. Environmental Protection Agency](#) defines equitable development as, "...an approach for meeting the needs of under-served communities through policies and programs that reduce disparities while fostering places that are healthy and vibrant. It is increasingly considered an effective place-based action for creating strong and livable communities."

Figure 1 compares conventional zoning (left) with form-based zoning (right), illustrating how the importance of use and density, administration, and form are fundamentally opposite in the two types of codes.

The figure also illustrates the relative importance of three different aspects of zoning—use/density, administration (approval, variances, exceptions), and form. Conventional zoning relies heavily on what happens inside the buildings—the uses and densities. The second most important factor in implementing conventional zoning is the administration—variances, exceptions, and project-by-project approvals. Form—the shape, height, placement, and facades—of the buildings and the spaces in between play a relatively insignificant role in how development looks and feels.

Form-based codes primarily regulate the shape and exteriors of the buildings—heights, facades, placement on the lot, set-back or build-to line. These codes also include standards for open space—both public and private—streetscapes and pedestrian access. While most form-based codes specify how the code is to be administered, they provide more by-right options, if developers abide by the form standards. Most form-based codes also include use tables, which are shorter, with more general categories as the specifics of what happens inside the building is not as important as how a development relates to its surroundings.

# Key findings

## What we studied in this report

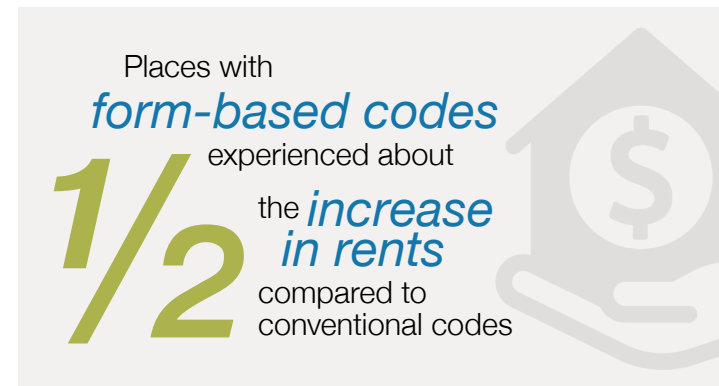
Form-based codes are widely recognized as tools to improve the character of a place, encourage physical activity, and strengthen resilience to climate change.<sup>4</sup> While most people who are familiar with form-based codes believe that the places these codes regulate tend to perform better economically than those regulated by more conventional, use-based codes, evidence to support this premise has been primarily anecdotal. This study uses both quantitative analyses—trends in land values, tax revenues, rents, and demographics—as well as qualitative approaches—opinions of public and private stakeholders in the study areas—to assess whether form-based codes have a significant, positive impact on their communities' economic performance. The research team selected four case study jurisdictions in different parts of the country to compare demographic and economic trends over a 10-year time period in neighborhoods with and without form-based codes. These comparisons were then used to determine the extent to which the form-based codes have contributed to the neighborhoods' economic growth and stability as opposed to their conventional code counterparts.

<sup>4</sup> Source: [www.aarp.org/livable-communities/info-2014/livability-factsheet-form-based-code.html](http://www.aarp.org/livable-communities/info-2014/livability-factsheet-form-based-code.html)

To complement the data retrieved from CoStar, Esri Demographics, and the American Community Survey 2019 (5-year estimates) and gain a more complete picture of the impact of form-based codes in the four case study jurisdictions, the research team interviewed a set of public officials, community leaders, residents, business owners, and real estate developers in each jurisdiction. Interviewees were asked to compare two select neighborhoods with regard to the quality of the built environment, changes to the public realm, the public response to development proposals, and the perceived impact of each type of code on the economy.

## Summary of the findings

This combination of quantitative analysis and stakeholder interviews confirmed that places with a form-based code generally performed as well as or better than places regulated by more conventional, Euclidean zoning:



- ▶ The four form-based code areas saw a **greater increase in construction activity**, particularly in multi-family development, than the comparison areas (average 154 vs. 115 percent, respectively).
- ▶ **Average rent in multi-family developments grew at a slower pace** in places with form-based codes than in the comparison areas (8.7 percent increase vs 16.6 percent). This is because there are more housing options for a wider range of household incomes in the form-based code areas, making it possible for folks and families of different backgrounds to share the prosperity of their community.
- ▶ The **number of residents in the form-based code areas grew faster** than in the comparison areas, largely because form-based codes create desirable places where people can live near jobs and amenities with more options for transportation to everyday destinations.
- ▶ The areas with form-based codes collectively **generated nearly \$65 million more in tax revenue** than the comparison areas' revenue baseline (sometimes referred to as a "no intervention" scenario).
- ▶ Stakeholders across jurisdictions emphasized the **improved quality of life, walkability, and access to services and amenities** for local business owners and residents in the areas with form-based codes.
- ▶ Real estate developers touted the **increased flexibility and predictability of the approval process in places where form-based codes were in effect**.

- ▶ There was **no statistically significant change in the racial make-up** of areas with form-based codes, which reinforces the fact that **form-based codes are not a catalyst for gentrification and displacement** when they're designed around the needs of the community.



## Limitations with the data

**Small sample:** The form-based code and comparison areas analyzed for this study range in size from 400 acres to 1,500 acres. These relatively small areas, when compared to the much larger area of cities or counties, result in some inevitable limitations. For example, changes in population within a form-based code area—whether an increase or decrease—does not reflect how resident populations just outside the study area may have changed. These surrounding areas often are an important part of the story when considering whether and how an intervention like a zoning code may be affecting the local demographic landscape. When aligned with equitable development policies and regulations, like those described in the next section of this report, form-based codes can be

transformative not only for the specific neighborhood but for the region as a whole.

**Timeframe of data:** Demographic and economic trends were analyzed for the two study areas in each of the four jurisdictions for a 10-year period, beginning with the 2010 Census. This timeframe, which includes years of

slower national economic growth as well as more recent economically robust times (prior to the COVID-19 pandemic) was used for all four case studies, regardless of when the form-based code was adopted. The differences in start/origin year could result in high variation among trends/outcomes. Cross-jurisdiction comparison should be avoided as each case study has a particular context.

## Form-based codes: a tool for equitable development

Everyone deserves to live and work in a great place that is accessible and affordable, but great places are in short supply. Today, conventional land-use regulations—large minimum lot requirements, fewer dwelling units per acre, minimum parking requirements, and the predominance of single-family, detached zoning—continue to limit the variety of housing types, range of housing prices, and types of businesses that can afford to be in the neighborhood. In addition, this separation of uses produces densities that are too low to make transit viable, contributing to the prevalence of car-centric transportation networks. As a result, combined housing and transportation costs are much higher in places with conventional zoning than in places with more intensive, mixed-development patterns that can support a wider range of accessible options for housing, transportation, employment, and entertainment.

Form-based zoning can help foster more equitable development by offering a wider array of tools than conventional zoning does. Some of these tools are described below.

**Equitable engagement.** Form-based codes are the regulatory framework that cities use to implement a community vision. When current residents and business owners are meaningfully and consistently engaged in developing that vision, a form-based code can help ensure that the interests of vulnerable community members are protected. By bringing a diverse set of stakeholders to the table, communities can develop land use policies (like form-based codes) that stimulate the local economy while also creating or expanding avenues for more people to engage in it.

**Increased transportation options.** When zoning codes separate development according to use, they typically prevent

workers from living near their jobs, children from being able to walk to school or the playground, and everyone from experiencing any aspect of their neighborhood without using a car or being exposed to the well-documented dangers for pedestrians.<sup>5</sup> Because the adoption of a form-based code often results in higher intensity development and overall connectivity, active transportation and transit can become more viable options for residents (when paired with supportive infrastructure design). Form-based codes focus on life at a human scale, not a building scale.

**Value capture.** Property values and tax revenue in a given area generally increase after form-based codes are instituted. Particularly when generated through public policy or action—upzoning, infrastructure investments, development incentives—some or all of the additional revenue can be captured and reinvested in the local economy through initiatives that both mitigate displacement and advance the community’s economic development goals. An example could be using the additional tax revenue generated by a new light-rail line to protect existing, and finance additional, affordable housing units along the transit corridor. This analysis will hopefully serve to encourage local leaders to consider the value-capture potential that form-based codes can bring to their communities, and the wide range of initiatives this additional revenue can support.

**Housing diversity.** Because form-based codes focus on the height, placement, and scale of buildings rather than

number of units per acre, residential developers are able to provide a wider diversity of housing types. For example, accessory dwelling units can be built in neighborhoods where only large single-family detached units are allowed under conventional zoning, or a higher number of moderate-income units in a location where it would be financially infeasible under a conventional code’s density limits. By allowing higher development densities, form-based codes enable households with different needs and income levels to join the community and participate in the local economy.

**Mixed-use development.** Building new residences in places with good access to employment, retail, entertainment, civic engagement opportunities, and other everyday activities can lower transportation costs by shortening the distance between residents and their destinations and providing other (often cheaper) options for getting around. This kind of mixed use development also reduces the time required to reach our destinations—an important commodity, particularly for low- and moderate-income households. Lastly, mixed-use development is known to benefit local businesses by attracting more commercial activity (that is, more spending) from pedestrians and other street users, making form-based codes a tool to support both residents’ access to quality-of-life opportunities and businesses’ access to employees and mobile capital. Form-based codes are designed to create more opportunities for mixed-use development than Euclidean or use-based codes.

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<sup>5</sup> Source: [smartgrowthamerica.org/dangerous-by-design](https://smartgrowthamerica.org/dangerous-by-design)

## Policies to ensure equitable distribution of economic benefits

While there are many advantages to urban redevelopment, policies that promote new, market-rate development and other investments in historically disinvested neighborhoods can threaten housing affordability and the financial stability of community members with lower incomes. In addition to evaluating the many economic benefits of form-based codes, the findings and conclusions presented in this analysis also are intended to serve as a tool to calibrate supportive policies and activities, which can ensure that vulnerable residents and businesses not only avoid displacement, but that they benefit from their increasingly improving neighborhood. Here are a few steps that local leaders can take to ensure that the benefits of form-based codes are aligned with and contribute to the community's equity goals:

- ▶ **Ensure that a diverse set of stakeholders—particularly those representing groups that have historically been excluded—are consistently and meaningfully engaged throughout any visioning and planning processes involved in the adoption of a form-based code.** Some examples of key community stakeholders are residents of various demographic backgrounds and housing situations, local organizations that contribute to community life, developers and financial institutions, government agencies, business owners, and local advocacy groups.

- ▶ **Proactively adopt policies and programs that align with form-based codes to promote shared prosperity, mitigate displacement, and empower existing residents and business owners.** If these objectives are established as an integral part of the code-drafting process, a form-based code can serve as a regulatory framework to help address ingrained inequities through initiatives that create and preserve affordable housing, prevent economic displacement, and support local businesses and workers. Examples of such supportive initiatives can include community benefits agreements, home improvement grants and loans, tax credits for first-time home buyers, loans for small businesses to improve façades and other spaces, incentives for workforce development, and community centers and other public amenities geared toward serving existing residents.
- ▶ **Earmark a portion of the anticipated increase in public revenue and developer profits to mitigate displacement** and provide supportive services like affordable housing, workforce development, quality public spaces, and other amenities to low- and moderate-income residents and businesses. Property values and tax revenue generally increase in areas where form-based codes are adopted because they set guidelines to make neighborhoods more walkable and aesthetically pleasing in general, which can be a powerful tool to attract and grow community wealth. When this increase in value is generated through public policy or action, decision-makers can strategically use the additional “captured” revenue to finance existing or new initiatives that advance the community's resilience goals.

## How the four study areas are aiming for equity

The significant lack of walkable, urban places in the United States raises the demand for the walkable, urban places that do exist, making them more expensive. As long as the desirable places created by form-based codes continue to be in short supply—whether in downtowns, small towns, or older suburban areas—property values in those places are likely to increase, with the potential for displacing long-time residents and local businesses.

Form-based codes can integrate elements intentionally designed to address displacement risks. Each of the four form-based codes analyzed in this study provide examples of equity-driven strategies that leverage new investments to share prosperity and power.

- ▶ The **Columbia Pike form-based code reinforces Arlington County, Virginia’s [affordable housing program](#)** by requiring 20-30 percent of new housing units to remain affordable to households earning up to 60 percent of the area median income (AMI) for at least 30 years. It also includes a transfer of development rights—**allowing higher densities in some places in exchange for reduced densities in other places**—and conservation area standards to **protect sensitive properties and preserve**

**existing affordable housing units.** [Explore the Columbia Pike Special Revitalization District Form-Based Code.](#)

- ▶ The **form-based code in Madisonville, a neighborhood in Cincinnati, Ohio, allows an array of missing middle housing types**<sup>6</sup>—cottage courts, duplexes, townhomes, stacked flats, and others—enabling the construction of new housing that is more compact and affordable. To further reduce the cost of housing, the code also encourages **shared parking**, allows **on-street parking to count toward parking requirements** for all development, and requires **no parking for small retail businesses.** [Learn more about the Cincinnati Form-Based Code here.](#)
- ▶ The **Near Southside form-based code in Fort Worth, Texas, permits accessory dwelling units**—a second small dwelling on the same grounds or attached to a regular single-family house—by right without restricting size. Common examples of accessory dwelling units are a studio built on top of the garage, a tiny house in the backyard, or a basement-level apartment with its own entrance. This is often an effective strategy to increase the supply and affordability of housing units in a given area. The Near Southside code also **eliminates off-street parking requirements for most developments**, potentially allowing the developer to pass these savings on to the tenant or new homeowner. [Read more about the Near Southside form-based code here.](#)

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<sup>6</sup> Missing Middle Housing refers to “a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes—located in a walkable neighborhood.” ([missingmiddlehousing.com](https://missingmiddlehousing.com))

- ▶ The **Delray Beach, Florida form-based code allows developers to build additional market-rate units** into a project—a “density bonus”—**in exchange for including a certain share of affordable or workforce housing units**. The size of the bonus is calibrated to encourage owner-occupied units to target low and very low-income households, often allowing around 20% additional units to be built on site if a certain share qualifies as affordable housing. The code **adjusts parking requirements based on proximity to public transportation and decreases parking minimums for small businesses**, generating savings that can trickle down to residents. It also places priority on preserving and enhancing existing neighborhoods that have experienced minimal investment in the past. [Check out the Delray Beach Central Business District Form-Based Code here.](#)

## Other local strategies to support equitable development

Beyond the four study areas featured in this report, other local governments have adopted proactive policies across the country in conjunction with zoning reform to enable and incent equitable development:

- ▶ The **City of New Rochelle, NY used a multi-phased outreach effort titled “crowdsourced placemaking”** to engage as many stakeholders as possible in the development of their form-based [Downtown Overlay](#)

[Zone](#). An online forum allowed residents to submit and vote on suggestions for public spaces and amenities they’d like to see in their neighborhood, and a “downtown kiosk” was set up so people could submit ideas in person. The city also gathered feedback through home visits, church meetings, and other community events. The **most popular ideas were included** in a community benefits package—including density bonuses, PILOTs, and others—to **incent developers to deliver the kinds of places and amenities community members wanted**.

- ▶ Typically, when property values increase, rental units are converted to condominiums. The **Somerville, MA [Condo Conversion Ordinance](#) offers tenant protection in the cases where conversion to condos results in current tenants having to move**. The updated ordinance allows tenants to stay in their unit for one year after the owner submits a condo conversion application to the city, and up to five years for elderly, low- and moderate-income and/or people with disabilities. Tenants are also entitled to a \$6,000 relocation fee per unit and \$10,000 for units with elderly, low- and moderate-income and/or tenants with disabilities.
- ▶ Changes made to the [Minneapolis \(MN\) Code of Ordinances](#) to implement the 2040 Comprehensive Plan include permitting “**community clusters**” of tiny homes to provide **housing options for extremely low-income residents or the homeless**. The city also eliminated the maximum number of unrelated people legally allowed

to live in the same dwelling by [redefining “family” in the zoning code](#).

- ▶ The **City of Norman, OK** used [community design charrettes](#) to engage residents, local businesses, longstanding institutions, etc. for months before code drafting began. **Citizens shared their ideas** for how the corridor/community should grow and were able to provide **immediate feedback** as designers presented concept drawings of ideas.
- ▶ In October 2010, the **City of Atlanta, GA** adopted legislation defining **community benefits principles for the [Atlanta Beltline](#)**, a 22-mile loop encircling the city, connecting many diverse neighborhoods and opening up acres of underdeveloped sections of the city for redevelopment. The **\$2.8 billion project is expected to take 25 years** and will include a light rail line, transit-oriented design, multi-use trails, 1200 acres of green space, affordable housing, brownfield remediation, historic preservation, and public art.
- ▶ Programs like [Lifeline Pass](#) in **San Francisco, CA** and [Orca Lift](#) in **Seattle, WA** offer monthly transit cards at **discounted rates** to individuals earning below the 200 percent federal poverty level.
- ▶ In 2018, **Tigard, OR’s [Housing Choices Initiative](#)** **expanded zoning** in many of the city’s residential zones **to include ADUs, cottage clusters, courtyard apartments, and quads**. All are by-right without any

regulations more stringent than typical for single-family development.

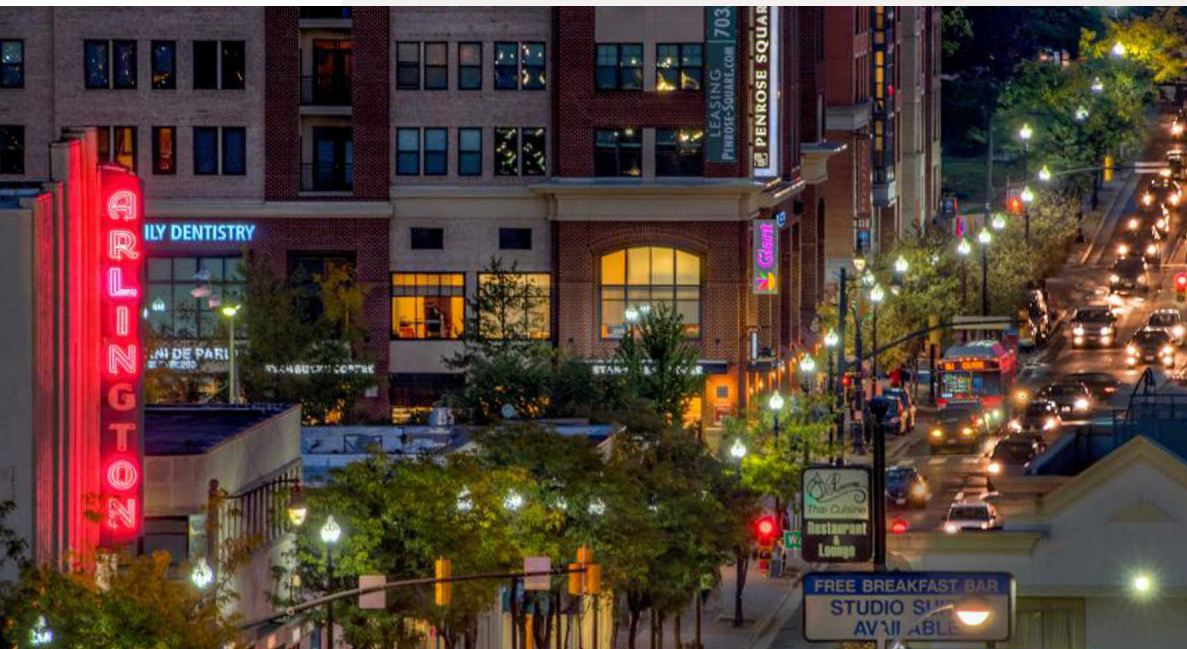
- ▶ In 2019, **Seattle, WA** updated its [zoning ordinance to permit auxiliary dwelling units \(ADUs\)](#)—two attached units or one attached and one detached—in all single-family zones. Parking requirements include one parking space per (primary) dwelling unit with **no additional parking required** for ADUs.
- ▶ **Santa Cruz, CA** reduces fees, waives building permit fees, and eliminates parking requirements [for certain ADU developments](#).

## Equitable development in practice: Arlington County, Virginia<sup>7</sup>

It is well-documented that conventional zoning, as adopted for most U.S. communities in the 20<sup>th</sup> century, has contributed to a shortage in the overall supply of housing, limitations on the availability of different types of housing, and residential segregation by income and race. Form-based codes can be a tool to overcome that legacy and contribute to local efforts to increase the supply of affordable housing, prevent displacement, and preserve existing communities. The *Columbia Pike Form-Based Code* in Arlington, Virginia provides an example.

Just as local zoning codes are not the sole cause of the shortage of affordable housing and racial segregation, zoning code reform alone will never be sufficient to eradicate the problem. Any serious effort to create or maintain a diverse, mixed-income community requires a comprehensive approach that combines a range of tools and financial support and is based on a deep commitment from local leadership.

The Columbia Pike Form-Based Code is the product of a significant undertaking by the county to revitalize an auto-dominated corridor with stagnant commercial uses that did not serve adjacent neighborhoods well. Although the original effort in 2002 was driven by a desire to improve the



*Columbia Pike is a vibrant, mixed-use walkable corridor, active at almost any time of the day. (Credit: Columbia Pike Revitalization Organization, [columbia-pike.org](http://columbia-pike.org))*

<sup>7</sup> *Columbia Pike Form-Based Code*, Arlington, Virginia. Prepared by Christopher Zimmerman, Vice President for Economic Development, Smart Growth America and former chair, Arlington County Council, Arlington County, Virginia.

quality of the built environment and to bring general economic benefits to the corridor, there was also early recognition that success could have unintended consequences for the very diverse Columbia Pike community. The corridor was at the time, and continues to be, the largest repository of market-rate affordable housing in Arlington County and the home to many working families, including immigrants from a wide variety of countries and continents. More than 100 different languages are spoken at home by the occupants of the thousands of units of garden apartments and low-rise residential buildings. A post-2000 Census report by the Brookings Institution referred to the area as, “the world in a zip code.” Preserving this rich diversity was an explicit goal, from the “grassroots” to the County Board members.

For that reason, the first form-based code, adopted in 2003, covered only commercial properties, with no action on residential zones—pending a study of the potential impact on affordable housing. The next phase—implementing form-based zoning for the remaining portions of the corridor constituting a majority of the land area—was completed a decade later, following extensive study of the housing stock, the needs of families residing there, and the identification of an extensive set of tools to preserve housing affordability. The result was presented as a comprehensive strategy—the “Columbia Pike Neighborhoods Plan.” The form-based code was adopted as a component of a larger planning effort, one centered on the goal of preserving the existing diverse communities and ensuring that current residents would be able to continue living there.

As adopted, the plan set a goal of zero loss of affordable housing—establishing the expectation that, as development and redevelopment occur over time, families that lived in the corridor at the time of adoption



*Adopting a form-based code for Columbia Pike stimulated substantial new investment along the corridor, including more than 2,000 residential units added since 2008. (Credit: Arlington Economic Development)*

would still be able to live there. Given the 30-year time frame of the plan, this does not necessarily mean the same current residents, but instead individuals and families similarly situated. While the future Columbia Pike corridor is anticipated to have more residents, and many may have higher incomes, those who could afford to live there when the new plan was approved should always be able to afford to make the community their home. This ambitious goal was more than aspirational. It reflected market analysis, quantification of risk, and deployment of a set of policy tools sufficient to replace the loss of market-rate housing for low- and moderate-income households with committed affordable housing.

To develop the plan, the county conducted an inventory of the existing housing stock and an economic analysis to forecast the potential displacement of market-rate affordable units, as land values continue to rise. This quantification of expected loss was used to calibrate a set of policy tools (including provisions of the form-based code) to support creation of the necessary number of committed affordable housing units—approximately 6,200 units affordable to families between 40 and 80 percent AMI. The county considered a very wide range of possible tools to encourage the development or preservation of affordable units, finally adopting a combination of tools already in use in Arlington, as well as some new innovations. These included: a provision to incent the construction of on-site affordable units in projects built under the form-based code; the transfer of development rights; awarding height bonuses; parking relief; leveraging public land; a tax-increment financing or “TIF” device targeted to housing needs; and expanded use of existing mainstays of Arlington’s housing program, such as a revolving loan fund (AHIF) and the use of tax credit mechanisms, including Low-Income Housing Tax Credits and Historic Preservation Tax Credits.



*Columbia Pike is designed to provide residents, workers, and visitors with multiple mobility options. (Credit: [BeyondDC](#))*

In the last decade, a series of residential projects built along Columbia Pike under the form-based code have provided nearly 1,000 units of new housing committed to be affordable to households with incomes below 60 percent of area median income. Developers of these projects have employed a variety of tools that the county has made available, in combination with the form-based code, in an aggressive effort to offset the loss of affordable housing through market pressure.

These projects have been developed under both the code adopted in 2003 for the commercial parts of the corridor, and under the code adopted in 2013, which applies in the residential parts of the corridor. Conforming to the form-based code, the projects use a variety of tools in different combinations, including, for example, Low-Income Housing Tax Credits, financing from Arlington's Affordable Housing Investment Fund, discounted public land leased by the county, and a partnership with a church.

Arlington County's success in leveraging a form-based code to produce and preserve affordable housing in the face of a strong market has many lessons for other communities, which are summarized as follows:

- 1. Be intentional.** As Arlington County did in its Columbia Pike Corridor Neighborhood Plan, be explicit that community preservation is a baseline goal for development planning that includes a form-based code. Establish expectations from the outset that the resulting code will have built in housing-affordability provisions and that the code will be integrated with a range of tools to meet those objectives.
- 2. Know what you have.** Inventory existing market-rate affordable housing in the area delineated for a form-based code.
- 3. Use metrics to set goals.** Establish quantitative targets for affordable housing—number of units, income levels, and other factors.
- 4. Embed a housing strategy in the plan.** Align provisions of the new form-based code and all related planning instruments—comprehensive plan amendments, ordinances, administrative regulations, and terms for any economic development incentives—with the housing targets.
- 5. Monitor performance.** Track the changes in the housing stock regularly and make adjustments as necessary to ensure targets are met and the plan stays on course to meet community preservation goals.

# Four case study jurisdictions

The four case study jurisdictions and their corresponding study areas (one form-based code neighborhood and one conventional code neighborhood in each jurisdiction) were selected to represent a range of place types. These include:

- ▶ Columbia Pike and Lee Highway are two suburban corridors in **Arlington County, VA**, part of the Washington, DC metro area.
- ▶ Madisonville and Pleasant Ridge are two mature, long-established neighborhoods in **Cincinnati, OH**.
- ▶ Near Southside and AllianceTexas are two neighborhoods in the rapidly growing city of **Fort Worth, TX**.
- ▶ Downtown Delray Beach and Boynton Beach are two small coastal communities in the diverse and growing **Palm Beach County, FL** region.

The four jurisdictions are located in different regions of the country and are home to households with a wide variety of income levels. This diversity in place type, geographic location, and income demonstrates the versatility of form-based codes and the economic benefits they can bring to different types of places. Each jurisdiction adopted the form-based code within the past 20 years, and they have all experienced enough development since the adoption of the code to evaluate real estate trends. Each area of analysis

with a form-based code was regulated by Euclidean, use-based zoning prior to the adoption of a form-based code. Under those old, conventional codes, buildings and dwellings were separated by use, parking requirements were high in relation to the number of users and space available, and infrastructure supporting active mobility and the overall street experience was scarce. Development patterns in these areas favored auto-centric travel before the new code was adopted, even in historically walkable areas. In each case, the new form-based code encouraged a wider range of housing types and ground floor retail uses with residential and office uses above.

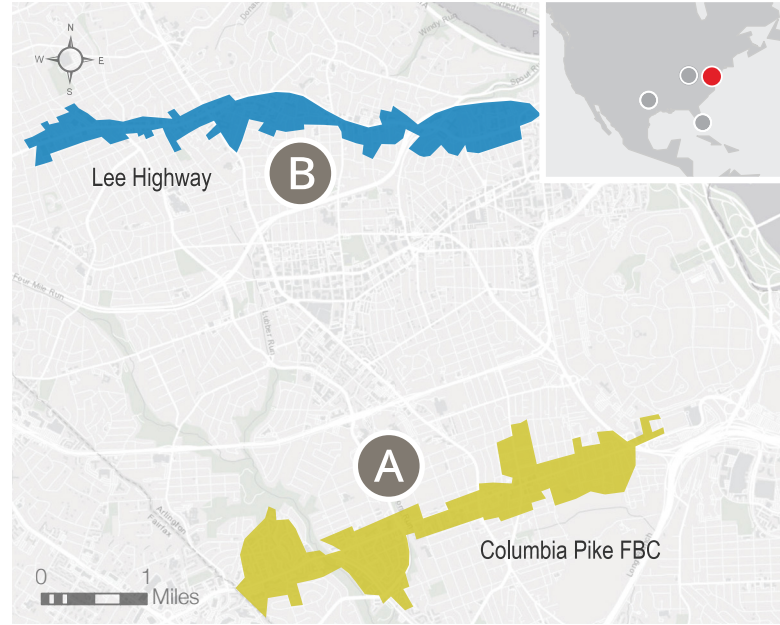
# Arlington County, Virginia



Columbia Pike Special Revitalization District  
Form-Based Code



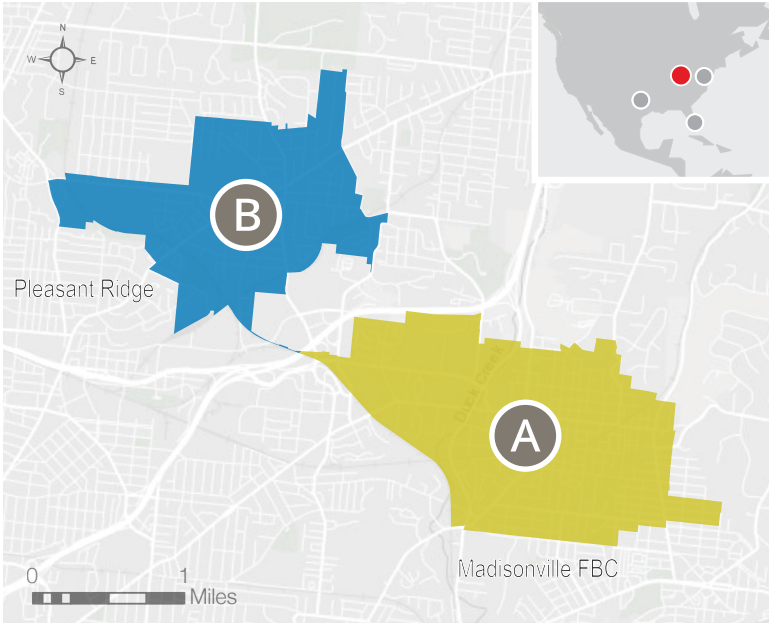
Lee Highway (comparison area)



# Cincinnati, Ohio



**Madisonville: Citywide Land Development Code Update** (form-based code)



**Pleasant Ridge** (comparison area)

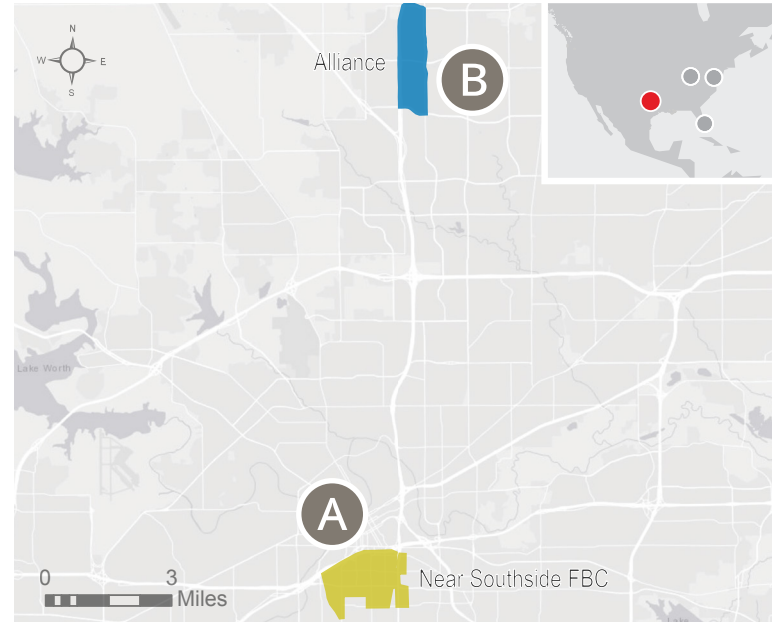
# Fort Worth, Texas



**Near Southside Development Standards & Guidelines**  
(form-based code)



**AllianceTexas** (comparison area)



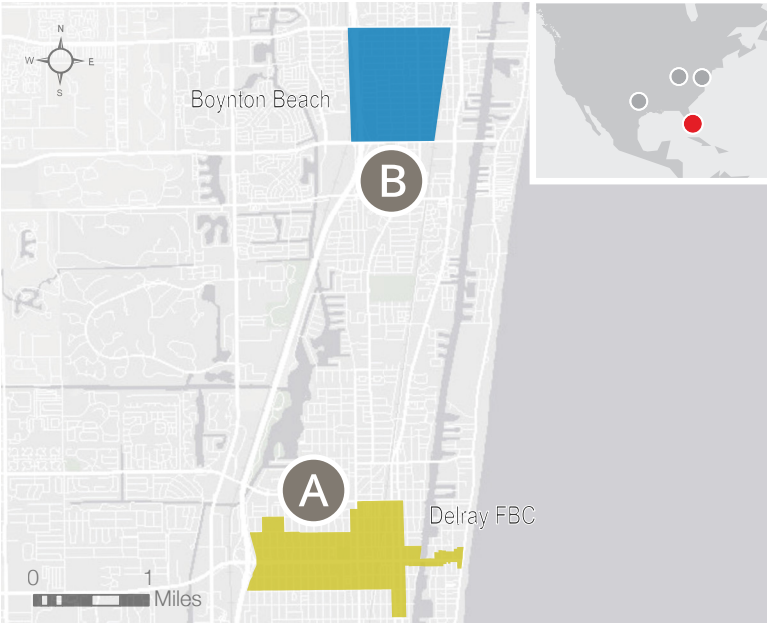
# Palm Beach County, Florida



**Delray Beach CBD Code and Architectural Guidelines**  
(form-based code)



**Boynton Beach** (comparison area)



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# Case study findings

Demographic and economic trends were analyzed for the two study areas in each of the four jurisdictions for a 10-year period, beginning with the 2010 Census. This timeframe, which includes years of slower national economic growth, as well as more recent economically robust times prior to the COVID-19 pandemic, was used for all four case studies regardless of when the form-based code was adopted. The selected indicators for this particular analysis are: total population; population density; total number of businesses; total number of jobs; median household income; unemployment rate; number of building permits issued; and estimate of additional tax revenue associated with the establishment of the form-based code. All dollar values are adjusted for inflation.

The research team also evaluated real estate trends in three income-producing property categories—office, retail, and multifamily—for the eight areas of analysis.<sup>8</sup> These trends<sup>9</sup> include:

- ▶ **Average rent** per square foot;
- ▶ **Inventory**, or the active supply of real estate properties on the market;

- ▶ **Vacancy**, or the share of the available inventory (units) that is currently unoccupied;
- ▶ **Net absorption**, or the difference between the amount of occupied square feet tenants vacated during a certain time period and the square feet they occupied when they move to a different space within the same locality; and
- ▶ **Deliveries to market**, or the number of buildings that have been constructed and occupied in a given year.

## Case studies: analysis

### Arlington County, Virginia: Columbia Pike & Lee Highway corridors

#### Highlights:

- ▶ The number of building permits increased 19.5 percent, and tax revenues increased 131 percent along Columbia Pike between 2010 and 2019.

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<sup>8</sup> An *income-producing property* is considered any piece of real estate that is purchased or developed primarily in order to earn income by renting or leasing it out to others, with a secondary goal of price appreciation.

<sup>9</sup> For rent per square foot, inventory, and vacancy, the percent change over time was evaluated. For net absorption and number of project deliveries, total numbers from the year before the form-based code was adopted were compared with those counts in 2019.

- ▶ Project deliveries along Columbia Pike, particularly multi-family inventory, have far outperformed Lee Highway with ten new projects as opposed to Lee Highway’s four total deliveries.
- ▶ Multi-family rents along Columbia Pike increased by 9.4 percent compared to 19.8 percent along Lee Highway, suggesting housing opportunities for a wider range of household incomes in the form-based code areas.
- ▶ The racial mix along both corridors changed little over the ten-year period. Columbia Pike saw a slight decline in the White population (two percent) and Latino population (four percent) and small increases in the Black (four percent) and Asian (two percent) populations. Lee Highway experienced a two percent growth in its White and Asian populations (two percent each), a decline in its Latino population (four percent), and no change in its Black population.

Arlington County, Virginia is a fast-growing suburban county across the Potomac River from Washington, DC. The county is home to a wealth of technology and federal government-related jobs. The two corridors in the county—Columbia Pike and Lee Highway—were



*Thousands of new homes, many attainable to low- and moderate-income households, have been added to the Columbia Pike Corridor. (Credit: [BeyondDC](#))*

analyzed for this study. Overall, the analysis indicates strong economic growth throughout Arlington County, but the type of growth seen along the Columbia Pike corridor—diverse and mixed-use—is in a form that will be more sustainable and in demand in the coming years.

Arlington County adopted a form-based code for the Columbia Pike corridor in 2003 and expanded the area covered by the code in 2013. Lee Highway, to the north of Columbia Pike, is an auto-dependent corridor with low

density commercial and residential uses. The Columbia Pike corridor has experienced a modest increase in population numbers and density from 2010 to 2019. Additionally, despite the decline in overall office and retail space, the Columbia Pike corridor experienced an increase in the number of jobs. Inflation-adjusted median household income has risen and unemployment has declined substantially along the Pike. The number of building permits issued has increased, indicating an increase in real estate demand for the area. The number of permits

issued in 2010 was significantly higher along Columbia Pike than along Lee Highway and has remained higher even as the Lee Highway Corridor has been built out. In addition, the Columbia Pike corridor has consistently generated more tax revenue for Arlington County than the comparison area, over the ten-year period.

In the same timeframe, the Lee Highway corridor experienced strong growth in the numbers of residents and a modest increase in population density. The highway saw a healthy increase in jobs and a relatively stable inflation adjusted median household income. The number of building permits also increased, although at a rate lower than along Columbia Pike. Overall, the economy of Lee Highway performed well in the ten-year period, but lagged behind when compared to the form-based code area along Columbia Pike.

The Columbia Pike form-based code area experienced a decline in office and retail inventory and a substantial increase in multi-family inventory over the ten-year study period. These trends suggest that the area is making a successful transition from an auto-oriented commercial corridor to a mixed-use, pedestrian-oriented area. The vacancy rate along the corridor also



*Lee Heights Shopping Center on Lee Highway (U.S. Route 29) in Arlington.  
(Credit: [Google Maps](#))*

has increased slightly, but is low enough to suggest strong demand for multi-family housing along the corridor. Ten new multi-family buildings have been constructed since 2002. This, combined with the vacancy, reinforces the case that there is strong multi-family demand.

There was some growth in multifamily housing along the Lee Highway corridor in the ten-year period, but the slower rate of growth and steeper rent increases suggest that construction has not kept pace with demand, perhaps as a result of lower density zoning and a more complicated regulatory environment. Very little new inventory of any kind has been built in the area since 2002.

The redevelopment of Columbia Pike has brought high quality projects built by developers who, in the past, had no interest in the corridor. Interviewees explained that the simple, streamlined project approval process allows developers to save time and money, while predictable development standards, designed with community guidance, reduce objections from neighborhood activists for most projects. Projects like Penrose Square and Centro are extremely popular and provide important amenities for the community, welcome public realm improvements, and better mobility. Intentional initiatives to retain and increase affordable housing and prevent displacement are allowing the corridor to retain the diversity its current residents have long valued.

Those interviewed also remarked that the form-based code has resulted in economic growth along the corridor. Residents enjoy walking to and supporting local dry cleaners, wine stores, and small legacy restaurants that attract regional praise for excellent and authentic ethnic cuisine. An enhanced streetscape, with public infrastructure improvements, is lined with attractive new mixed-use buildings. The pedestrian and cycling experience is far superior to that of the Lee Highway corridor, and dining, shopping, and office destinations are more connected than ever.

While new buildings in the corridor are taller and more urban in character, they are designed to respect adjacent residential areas and promote a better pedestrian experience than before. Interviewees explained that services and amenities are available in compact walkable areas where residents and visitors can complete errands from a single parking space—allowing Columbia Pike to “act like a downtown.” This description stands in stark contrast to the unpleasant on-the-ground experience along Lee Highway, which lacks any feeling of community, where walking is dangerous and unappealing, and shopping, businesses, and restaurants are disconnected and auto-dependent.

## Cincinnati, Ohio: Madisonville & Pleasant Ridge neighborhoods

### Highlights:

- ▶ The Madisonville neighborhood, with a form-based code, outperformed Pleasant Ridge, which does not have a form-based code, on nearly every metric, both economic and real estate.

- ▶ The Madisonville neighborhood experienced strong population growth (10.3 percent) and business activity (1,145 percent) over the ten-year period, compared to a 5.0 percent population increase in Pleasant Ridge and 516 percent increase in Pleasant Ridge businesses.
- ▶ The number of building permits issued in Madisonville consistently exceeded those in Pleasant Ridge, growing 69.1 percent, as compared to 40.0 percent.
- ▶ Tax revenue generated in Madisonville was consistently greater, growing by 10.4 percent, as compared to 2.9 percent in Pleasant Ridge.

- ▶ Multi-family rents grew at a similar rate in both neighborhoods, but two new properties were delivered in Madisonville, while there were no new multi-family projects built in Pleasant Ridge in the same time period.
- ▶ Madisonville experienced a slight increase in its White, Black, and Asian populations, and a slight decrease of its Latino population.

In 2013, the City of Cincinnati adopted a citywide form-based code, giving each neighborhood in the city the option to opt into the new code, or continue to use the existing, use-based code. While most neighborhoods elected to continue to use the existing code, several neighborhoods chose to use the new form-based code to guide



*This mixed-use development, completed in 2020, is one of the largest investments Madisonville has seen in years. (Credit: [Al. Neyer, LLC](#))*

future development. The research team compared trends in two neighborhoods—Madisonville, which opted into the form-based code and Pleasant Ridge, which did not. Madisonville is a neighborhood approximately ten miles northeast of downtown Cincinnati. Pleasant Ridge is located northwest of Madisonville across Interstate 71.

During the ten-year study period, Madisonville experienced an increase in population, as well as a slight increase in population density. The number of jobs in the area and median household income declined. However, the unemployment rate also declined and the number of building permits issued nearly doubled, indicating an increasing demand for real estate in the area. Together, these trends indicate a place transitioning from a detached, single-family residential neighborhood into a mixed-use neighborhood.

The nearby Pleasant Ridge neighborhood also experienced population growth, albeit at a slightly slower rate. However, the higher rate of increase in businesses and jobs, coupled with the significantly lower increase in building permits, suggests that Pleasant Ridge is becoming more of a suburban office submarket, rather than a mixed-use neighborhood. Both neighborhoods experienced a decrease in median household income.

Since the adoption of the form-based code, rents per square foot increased at a greater rate in Madisonville than in Pleasant



*Residents await a bus in front of a service station in Pleasant Ridge.  
(Credit: [Lisa Stout / Flickr](#))*

Ridge. Similar to many other areas in the city, the retail sector struggled in both neighborhoods. New multifamily and office space absorption slowed for both areas over the ten-year timeframe, but Madisonville performed significantly better than Pleasant Ridge on both of these metrics, over the same period.

The Pleasant Ridge neighborhood saw rent increases in both the office and multi-family markets, but a steep decline in retail rents. There have been no new developments in the neighborhood since 2013, even as vacancy rates declined.

This absence of new inventory could indicate a lack of demand in the neighborhood, even though its performance indicators were only slightly lower than those for Madisonville.

Interviewees explained that the decision by Madisonville to opt into the Cincinnati form-based code in 2014 resulted in new investment into the community and gave residents and business owners a focus for revitalization efforts leading to new construction, home renovations, and major improvements to older commercial buildings. In addition, several new locally-owned, neighborhood-oriented businesses—a hair salon, bakery, music school, clothing store, and gym—opened in the downtown as evidence of a strong commitment by local businesses and residents. “The form-based code is helping create the downtown district the neighborhood has envisioned for so long,” said one community leader. “We would’ve had lower-quality development without it.”

Interviewees commented that the decrease in densities—from the walkable, mixed-use business district to mid-level multi-family buildings and then to single-family homes represents a naturally occurring urban-to-suburban transition, shaped by form-based regulations. The form-based code helps Madisonville retain traditional neighborhood patterns while enabling new infill development. As a result, Madisonville has become a neighborhood of choice in greater Cincinnati, and growing investment year over year is greater than conventionally-zoned comparisons.

## Fort Worth, Texas: Near Southside & AllianceTexas

### Highlights:

- ▶ The Near Southside neighborhood, with a form-based code, experienced steady growth in population (4.3 percent), number of businesses (156 percent), and tax revenues (60 percent).
- ▶ The median household income grew at a rate similar to the more suburban AllianceTexas area (7.3 percent as compared to 8.0 percent).
- ▶ Near Southside has seen a decline of 39.4 percent in unemployment in recent years.
- ▶ The retail and multi-family inventory in Near Southside grew 102.3 percent and 184 percent, respectively. Retail inventory grew only slightly less than AllianceTexas, indicating strong demand in the form-based code area.
- ▶ Multi-family rents declined 2.5 percent and 12 new multi-family developments were delivered in Near Southside, compared to AllianceTexas where multi-family rents increased 8.2 percent and only five new multi-family developments were delivered.
- ▶ Near Southside experienced a notable increase in its White population (ten percent) and a decrease in its Black population (15 percent)—more than any other study area with a form-based code. The Latino population and the

population who identified as “two or more races” also increased. Race distribution in AllianceTexas remained fairly stable with a decline of the White population by four percent and the Black population by one percent.

Fort Worth, Texas, part of the fast-growing Dallas-Fort Worth metro area, has seen a significant increase in population and employment over the past several decades. In 2013, the city adopted a form-based code for the blighted Near Southside district, located south of Interstate 30, just south of the downtown. AllianceTexas, the comparison area, is a large-scale, master-planned, mixed-use development in a formerly greenfield site, located approximately 15 miles north of Near Southside.

Between 2010 and 2019, the population and population density in the Near Southside grew at a modest rate. As a hub for medical jobs, the area also saw modest job growth, the unemployment rate declined, and the number of businesses increased more substantially. The median household income in the area also grew; and while the number of building permits declined, the new development that did occur resulted in a substantial increase in tax revenues.

Although AllianceTexas has some elements of a human-scale form, such smaller building footprints, residential, office, and retail uses are segregated, resulting in an auto-



Street fair in Near Southside. (Credit: [Near Southside, Inc.](#))

dependent development with limited vibrant, walkable places. Prior to 2010, the site was a greenfield with no residents or places of employment. Over the past ten years, since the project broke ground, the area experienced a rapid increase in the number of jobs and residents.

Since the adoption of the form-based code, Near Southside has experienced a significant amount of new construction. Office, retail, and multi-family inventory all have increased, resulting in a decline in rents. Vacancy rates for retail and multifamily also have increased somewhat, but remain low,

indicating a stable and growing market. The significant increase in office inventory and absorption, is most likely due to the fact that Near Southside is a hub for medical employment.

Real estate trend data for AllianceTexas is only available from 2012 for office developments and 2014 for multi-family development. From those years until 2019, the area experienced substantial growth in rents, inventory, and absorption, as well as sharp declines in vacancy rates. However, by comparison, more

office and multi-family projects came online in Near Southside than in AllianceTexas, over a comparable period of time.

Interviewees from Fort Worth familiar with both areas of analysis said that Near Southside has transformed “slowly, not dramatically” from a blighted and under-developed part of the city to a vital district with the adaptive reuse of historic buildings, refurbished warehouses, and attractive rehab of older residential and commercial properties. Its mix of uses and superb walkability give residents the opportunity to carry out

life’s daily needs in a compact, walkable area.

The area benefits from an impressive increase in multi-family housing, bustling mixed-use nodes, and plentiful bars, restaurants, and services. Rising property values reflect these appealing changes. Many of the businesses are locally-owned, and residents benefit from the balance between local attractions and the economic engine of the medical center. The community is growing in diversity, and new residents, both young and old, are increasingly interested in living there.

*Near Southside Inc.*, the local development organization and champion of the form-based code, works with developers to guide projects through the development pipeline. The code is user-friendly and predictable, and the density bonuses for open space and



Retail area in AllianceTexas. (Credit: [Heritage Homes](#))

parking facilities, standards for adaptive reuse, and elimination of parking required parking minimums all make developing in the Near Southside more appealing, when compared to other areas of the city. Interviewees explained that the quality of development in the Near Southside is significantly better than projects just outside the form-based code area where most projects are of a suburban design, surrounded by surface parking and that even corporate entities like CVS or 7-Eleven—which typically follow suburban development patterns—build compact, urban projects with buildings that directly address the street.

## Palm Beach County, Florida: Delray Beach & Boynton Beach

### Highlights:

- ▶ Downtown Delray Beach, regulated by a form-based code, outperformed the comparison areas in Boynton Beach on nearly every economic metric.
- ▶ The form-based code district experienced a 60.8 percent increase in the number of jobs and a 43.8 percent increase in median household income. The comparable area in Boynton Beach experienced declines in both metrics.
- ▶ Delray Beach currently generates significantly higher tax revenue than Boynton Beach, \$23,977,025 as compared to \$3,717,522.
- ▶ Office and retail rents increased by 65 percent and 77.4 percent, respectively, in Delray Beach, over the ten-year period. Office rents increased in Boynton Beach by only 3.4 percent and retail rents by a significant 100.2 percent.
- ▶ Net absorption and deliveries for multifamily increased more in Delray Beach, with Delray Beach experiencing



A street festival along Savor Avenue in Delray Beach. (Credit: [Downtown Development Authority of Delray Beach](#))

a net absorption rate of 549,307 SF and five new multi-family deliveries, compared to a net absorption decline in Boynton Beach and no new multi-family deliveries.

- ▶ Multi-family rents in downtown Delray Beach increased 7.1 percent, a slower rate than in Boynton Beach, 17.6 percent, suggesting housing for a wider range of household incomes.
- ▶ Delray Beach and Boynton Beach experienced similar increases in White population and decreases in Black

population. Delray Beach also experienced an increase in its Latino population and those who identified as “other”.

Delray Beach, a small city in Palm Beach County along Florida’s Southeast coast, located approximately 53 miles north of Miami, adopted a form-based code in 2004 and modified and expanded the area covered by the code in 2007 and 2015. Boynton Beach is another coastal community, located seven miles up the coast from Delray Beach, also in Palm Beach County. While some data—including ten-year trends for the number of businesses, building permits, and property assessments—was unavailable, the data for all other metrics was available, providing enough information to enable comparisons between the two areas of analysis.

The area covered by the Delray Beach Downtown form-based code experienced an increase in population, population density, and number of jobs between 2010 to 2019. The inflation adjusted median household income in the area increased, as did the level of unemployment. Today, the area covered by the Delray Beach code generates exponentially more tax revenue than the comparison area in Boynton Beach.

Over the same ten-year period, the Boynton Beach comparison area experienced significant growth in population, although



*A vision of downtown Boynton Beach on the cover of the new Strategic Plan for the city. (Credit: [City of Boynton Beach](#))*

slightly less than that of Delray Beach. The area also saw a slight decrease in economic activity, as indicated by the decline in the number of jobs and median household income. The unemployment rate in Boynton Beach increased to 7.6 percent, compared to Delray Beach's lower rate of 5.6 percent.

On the real estate side, the downtown area covered by the Delray Beach form-based code experienced an increase in office and multi-family inventory and a slight decrease in retail inventory. Additionally, the area saw rent increases in all three sectors, as well as a decrease in vacancies in retail and multifamily. Vacancy rates increased for office space, but the increase in inventory and positive absorption rate indicate demand in the area. The area also has seen a substantial number of new project deliveries since the adoption of the code, suggesting that the area has become more intensely developed, less auto-dependent, and more of a vibrant, walkable, mixed-use destination.

The comparable area in Boynton Beach experienced rent increases in its office, retail and multi-family market, however, there has been no new construction since 2004. Instead, retail and multifamily saw a decline in inventory, as well as negative absorption, indicating soft demand. Although vacancy rates declined, the lack of new inventory suggests weak demand for new construction. The office market fared slightly better, demonstrating positive absorption in the existing stock. However, there was significantly less new construction, compared to Delray Beach.

Those interviewed in Palm Beach explained that throughout the 90s and early 2000s, Delray Beach struggled to attract high-quality development in and around its traditional downtown. During this time, the city approved projects on a case-by-case basis, exercising minimal control on the architectural and placemaking qualities of new development. In 2007, the city adopted a design-driven form-based code and architectural standards for the central business district. As a result, all new or substantially renovated projects in the district must preserve and protect the historic character and scale of the area, while also stimulating and enhancing economic vitality and growth. The code reinforces the community's historic development pattern, manages its unique, ocean-oriented main street, and creates attractive gathering places by requiring most projects to have pedestrian-oriented building entrances and comfortable public spaces. As a comparison, interviewees noted that nearby communities like Boynton Beach have "allowed a few (formerly) great streets and pieces of urbanism to erode."

Developers appreciate Delray Beach's streamlined approval process and flexibility of uses. The code's reduced parking requirements and density bonuses also appeal to developers because they raise the value proposition for their projects. From a planner's perspective, the form-based code provides a high degree of predictability and is easy to use, requiring fewer revisions during the development review process.

# Comparison: form-based code vs. conventional code areas

## Economic & demographic trends

Tables 1–3 summarize the economic and demographic trends for the eight areas of analysis in the four case study jurisdictions.<sup>10</sup> The main trends identified were:

- ▶ **On average, the areas regulated by form-based codes have larger populations; higher population densities; more businesses, jobs, and building permits issued; and higher tax revenue.** This is because the development process under form-based codes is designed to be more streamlined and easier to complete than under a conventional zoning code.
- ▶ **Although the population growth rate was not significantly affected by the introduction of a form-based code, the areas with form-based codes experienced greater increases in the number of businesses and jobs, median household income, and number of permits issued.** These increases in economic activity are likely direct outcomes of the form-based codes as they enable compact, walkable development with more opportunities for businesses and new residents.
- ▶ **The eight study areas are relatively diverse with at least 30 percent of the population identifying as a race other than white.** The change in demographic composition of the form-based code areas was statistically insignificant from 2014 to 2019.
- ▶ **No definitive conclusions could be drawn regarding the effect that form-based codes have on per capita income by race.** Due to the small sample of the race and ethnicity data, the research team could not draw any conclusions.
- ▶ **On average, the form-based code study areas saw their per capita income increase by 24 percent, four percentage points greater than the comparison areas.** The median increase in the form-based code areas was 22 percent, also greater than the comparison areas.

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<sup>10</sup>AllianceTexas in Fort Worth is a new, master-planned development located in a greenfield where there was no development prior to the project breaking ground. For this reason, the economic trend data is presented with and without data from that project.

Table 1. Summary Economic Data, 2019

	Population	Population Density	Businesses	Jobs	MHI	Unemployment	Permits Issued	Tax Revenue
Columbia Pike Form-Based Code	19,279	34.0	363	2,867	\$73,897	2.8%	14,272	\$24,444,113
Lee Highway	8,836	22.0	358	4,065	\$109,417	1.4%	405	\$18,616,946
Madisonville Form-Based Code	9,570	6.3	361	6,129	\$46,325	4.3%	359	\$88,044,278
Pleasant Ridge	8,082	7.5	191	2,635	\$59,315	2.6%	175	\$57,699,049
Near Southside Form-Based Code	4,759	4.2	320	2,982	\$41,125	5.7%	154	\$18,953,381
Alliance Area	2,347	2.6	36	4,817	\$96,451	2.8%	35	\$5,640,958
Delray Beach Form-Based Code	5,009	8.6	1,326	7,947	\$67,871	5.6%	-	\$23,977,025
Boynton Beach	5,175	10.1	204	1,321	\$42,660	7.6%	-	\$3,717,522
<b>Form-Based Code Average</b>	<b>9,654</b>	<b>13.3</b>	<b>593</b>	<b>4,981</b>	<b>\$57,305</b>	<b>4.6%</b>	<b>4,928</b>	<b>\$38,854,699</b>
<b>Comparison Average</b>	<b>6,110</b>	<b>10.6</b>	<b>197</b>	<b>3,210</b>	<b>\$76,961</b>	<b>3.6%</b>	<b>205</b>	<b>\$21,418,619</b>
<b>Form-Based Code Median</b>	<b>7,290</b>	<b>7.5</b>	<b>362</b>	<b>4,556</b>	<b>\$57,098</b>	<b>5.0%</b>	<b>359</b>	<b>\$24,210,569</b>
<b>Comparison Median</b>	<b>6,629</b>	<b>8.8</b>	<b>198</b>	<b>3,350</b>	<b>\$77,883</b>	<b>2.7%</b>	<b>175</b>	<b>\$12,128,952</b>

Table 2. Summary Demographic Data, Race & Ethnicity, 2019

	% White	% Black	% Asian	% Other	% Two or More	% Latino
Columbia Pike Form-Based Code	28%	22%	16%	14%	3%	31%
Lee Highway	68%	5%	11%	2%	3%	13%
Madisonville Form-Based Code	44%	22%	3%	6%	2%	30%
Pleasant Ridge	60%	0%	0%	30%	2%	40%
Near Southside Form-Based Code	53%	38%	2%	0%	5%	3%
Alliance Area	58%	31%	1%	3%	3%	6%
Delray Beach Form-Based Code	43%	49%	0%	3%	1%	7%
Boynton Beach	36%	45%	3%	1%	2%	14%
<b>Form-Based Code Average</b>	<b>42%</b>	<b>33%</b>	<b>5%</b>	<b>6%</b>	<b>3%</b>	<b>18%</b>
<b>Comparison Average</b>	<b>56%</b>	<b>20%</b>	<b>4%</b>	<b>9%</b>	<b>2%</b>	<b>18%</b>
<b>Form-Based Code Median</b>	<b>43%</b>	<b>35%</b>	<b>3%</b>	<b>5%</b>	<b>3%</b>	<b>12%</b>
<b>Comparison Median</b>	<b>57%</b>	<b>26%</b>	<b>2%</b>	<b>6%</b>	<b>2%</b>	<b>16%</b>

Table 3. Change in Per Capita Income by County & Study Area, 2013–2018

	County 2013	County 2018	County	FBC	Comparison
Arlington County, Virginia	\$32,690	\$38,805	19%	43%	21%
Hamilton County, Ohio	\$29,883	\$35,957	20%	18%	30%
Tarrant County, Texas	\$28,701	\$32,939	18%	25%	15%
Palm Beach County, Florida	\$64,298	\$71,061	11%	11%	15%
<b>Average</b>	<b>\$38,893</b>	<b>\$44,691</b>	<b>17%</b>	<b>24%</b>	<b>20%</b>
<b>Median</b>	<b>\$31,287</b>	<b>\$37,381</b>	<b>19%</b>	<b>22%</b>	<b>18%</b>

## Real estate trends

Charts 1–3 summarize the real estate trends in the eight areas of analysis, comparing the areas with form-based codes against those without form-based codes.<sup>11</sup> Both rents and vacancy rates across the four form-based code areas increased while the overall supply of properties in the market saw a slight decline. Key findings are:

- ▶ **Multi-family rents grew at a slower pace in form-based code areas**, which suggests that greater and more diverse residential development kept rents lower, allowing for households at a wider range of incomes to move into or remain in the area.
- ▶ **The increase in office vacancy rates in the form-based code areas, coupled with an increase in average rents and inventory together suggest stronger demand for office space than in the comparison areas**, because much of that demand remains unmet. In these cases, vacancy rates are a function of new deliveries added to the market—they are temporary and likely to decline as new inventory is absorbed.

<sup>11</sup> For rent, inventory, and vacancy the team evaluated the median, based on percentage change. For absorption and deliveries, the total number was evaluated.

- ▶ **The residential inventory, or active supply of properties on the market, increased significantly in form-based code areas but the proportion of unoccupied units was much lower than in the comparison areas.** This trend illustrates that areas regulated by form-based codes saw a higher rate of new construction, and that new housing stock was occupied at a faster rate than the available housing stock in the comparison areas.

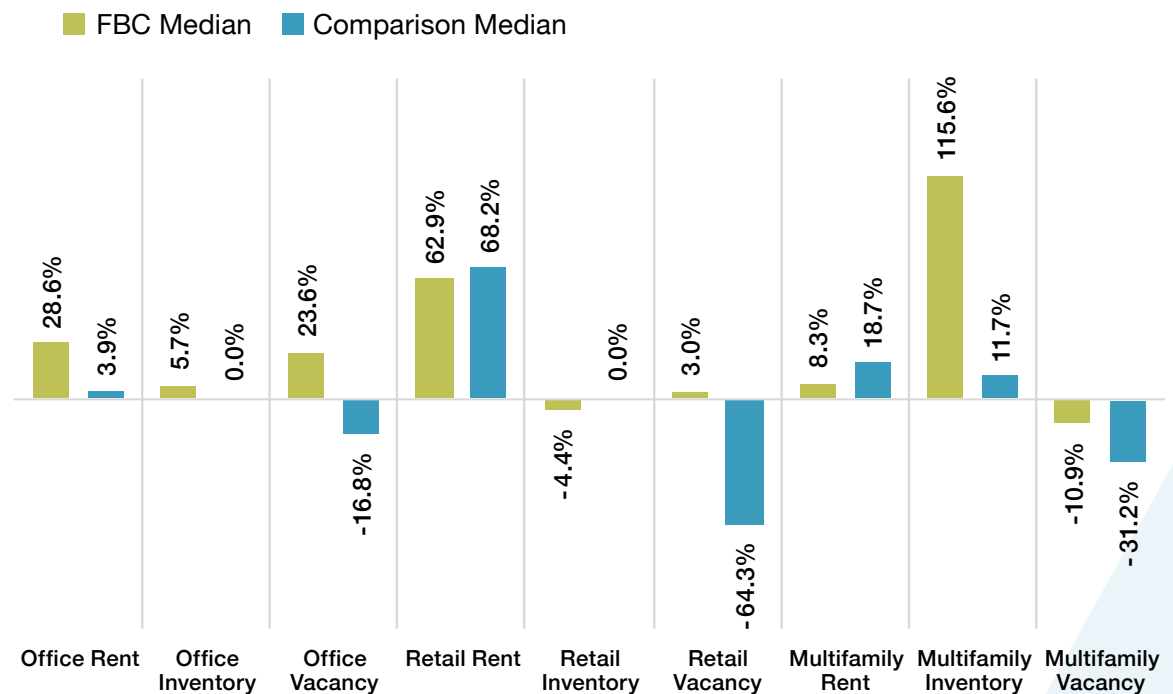


Chart 1. Real estate trends, median

The multi-family metrics demonstrate robust demand for residential development in all form-based code areas. Rents and inventory have increased at a fast pace, surpassing the rate of demand thus resulting in declining vacancy rates.

- ▶ **Areas regulated by form-based codes saw a significant increase in new deliveries, or the number of buildings that are built and occupied in a given year, for all three property types—residential, commercial, and office.**

The number of new developments across the three property types increased in the form-based code areas, while the median of the comparison areas indicated a stagnant growth rate for office properties and a marginal increase in new retail and multi-family developments.

- ▶ **The form-based code areas experienced higher absorption rates in office and multi-family properties than the comparison areas.** That is, a higher rate of vacant office and residential space was occupied by new tenants, which represents lower vacancy loss in the form-based code areas than in the comparison areas. Areas with both types of codes saw negative absorption rates in the retail sector across the four jurisdictions, with lower absorption in the form-based code areas than in the conventional code areas.

Combined, these trends suggest that the form-based code areas are seeing a different mix of development—with more and a wider variety of residential products—than the comparison areas.

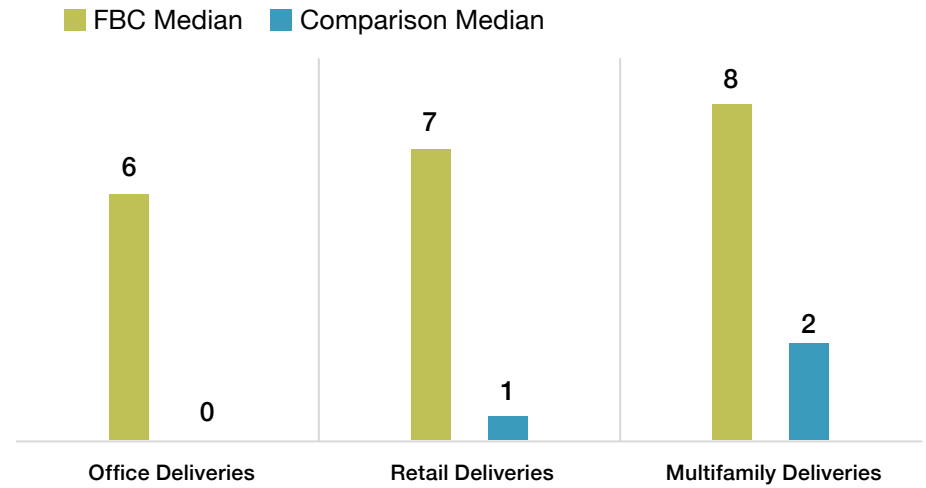


Chart 2. Real estate trends, median deliveries

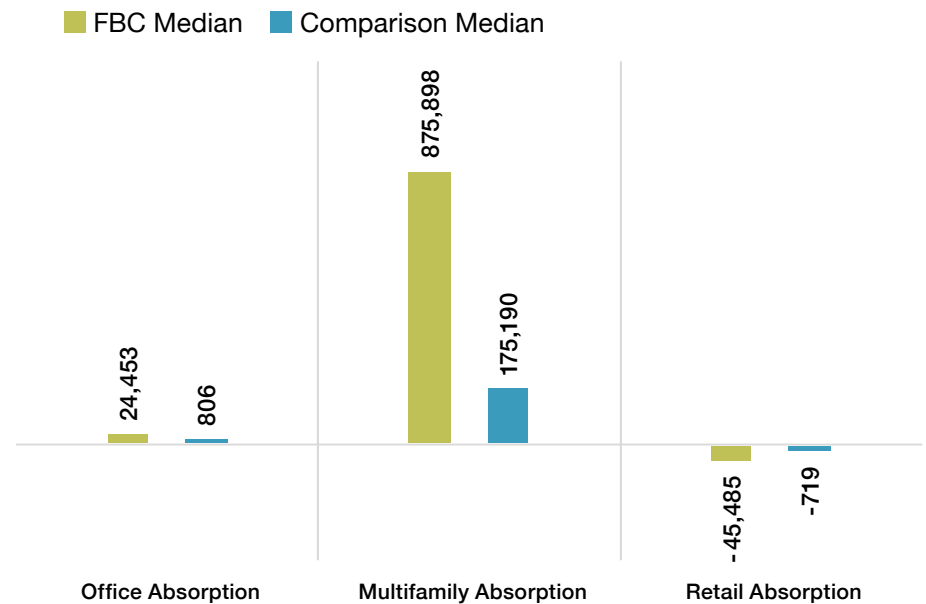


Chart 3. Real estate trends, median absorption

## Summary of Interviews

The research team conducted approximately a dozen interviews with public officials, community leaders, and private developers from each of the jurisdictions. The purpose of these interviews was to gain a fuller understanding of how these stakeholders view the impact on development of areas with a form-based code compared to places with a more conventional, use-based code. Interviewees were asked to compare the two areas in terms of the pace and quality of the development, as well as the relative ease of the approval process. Their responses provided a deeper understanding of how these public and private stakeholders perceive the impact of the two different zoning systems.

The most common observation among all of the individuals interviewed was that **form-based codes lead to more walkability and connectivity in the areas where they are adopted**. With new, locally-owned businesses and amenities clustered together, well-connected streets, and a safe and comfortable public realm, it was their consensus that the majority of life's daily needs can be met on foot or with minimal car trips. One community leader in Fort Worth, TX cited the Near Southside's greatest amenity as "never having to get on the highway." When commenting on the impact of form-based codes, interviewees also talked about streetscape improvements and other investment in pedestrian spaces—often as a result of the public space requirements in the form-based code. These visible improvements in the public realm

generated momentum in each community, which spurred residential rehabilitation projects, business relocation into the area, and other signs of investment and renewal, according to residents, community leaders, and business owners.

When asked about the public response to the adoption of a form-based code, most interviewees commented on the excitement shared among new and current residents, many of whom are pleased to see progress toward "walkable neighborhoods" or "vibrant and business-friendly streets", which had been long-term goals of their community. Several of the interviewees also stated that some residents continue to resist any change in their community. However, many other stakeholders who participated in the visioning and drafting process for their form-based codes are supportive. Most agreed that the development standards in the form-based code give residents confidence that proposed projects will have predictable outcomes and that, in many cases, neighborhood activists are not as concerned with newly proposed projects.

Developers, who were interviewed, cited several attractive benefits of form-based codes including more predictable and flexible development regulations, a streamlined permitting process, the elimination or reduction of parking requirements, and density bonuses, which, in some cases, combine to make previously untenable projects feasible. In communities with historic neighborhoods and buildings, the form-based codes enable adaptive reuse and are versatile enough to allow a variety of styles and design elements to coexist.

# Conclusions

Form-based codes are intended to create development that is mixed-use, walkable, resilient to climate change, and demographically diverse—in other words, smart growth.

The data used for this study indicates that **places with form-based codes generally experience a greater increase in property values and tax revenues, maintain their values better, attract a wider range of housing types, attract more investment, and generate more employment than similar areas with more conventional zoning.**

According to anecdotal data shared by interviewees, places with form-based codes also tend to have higher quality development, more walkability and vitality, and are more attractive to developers because of a more flexible and streamlined approval process. These outcomes are important considerations for decision-makers when taking on the difficult, politically sensitive, and time-consuming task of updating a conventional use-base code that might be maintaining the economic and social status quo.

In each of the eight jurisdictions evaluated for this study, the places with the form-based codes experienced increases in total population and population density. Each showed strong growth in their multi-family markets—an indicator of population growth—and increases in building permit activity

and tax revenue—a sign that the development community recognizes the benefits of investing in these areas. In addition, office and retail rents rose significantly higher than those in conventionally zoned areas.

Multi-family rents in some of the places with form-based codes experienced lower rates of increment, indicating that the pace of development suppressed rents and made housing in these areas slightly more affordable than in comparable housing in areas with conventional zoning. Areas with form-based codes also saw modest gains in office inventory and rents, as well as lower vacancy rates in these areas—a sign of a growing spatial match between workers and their jobs, potentially increasing the number of transportation options.

Adopting a form-based code also can create opportunities for more equitable and inclusive development. The visioning process, which serves as the framework for the form-based code, has the potential to engage a wide and diverse range of stakeholders. This study demonstrates that form-based codes create more opportunity for development of a wider range of housing types and for smaller, local businesses to locate or remain in the area. The more efficient and flexible approval process and reduced parking requirements can

lower the cost of production, savings that can be passed on to end users in the form of lower rents and housing costs.

However, while a form-based code can create these opportunities for more equitable development, local policy makers also must act to ensure that these opportunities are not missed. They must take the time and make the effort to fully engage current, often lower wealth, residents and business owners in the visioning and code writing process. Leaders must ensure that homeowners and tenants have the knowledge and resources to access the wider range of housing types, and they must incent developers to pass savings on to end users through density bonuses, fast-track approval processes, and other strategies.

Finally, only what is measured can be managed. It falls upon FBCI and others in the field to continue to undertake studies like this to assess how the impacts of form-based codes are measured, evaluated, and shared to ensure equitable outcomes. Only with these intentional actions, on the part of local governments, can all stakeholders—current and future—be assured of having a share in the economic upside of creating and sustaining great places.

# Appendices

## A. Additional comparative analysis

Table 4. Average of economic data

	Population	Pop. Density	Businesses	Jobs	MHI	Unemployment	Permits Issued	Tax Revenue
FBC Average	14.1%	13.2%	437.8%	11.2%	8.9%	40.9%	23.1%	67.1%
Comparison Average	59.3%	24.2%	441.5%	979.5%	-1.9%	109.1%	34.9%	146.3%
FBC Average (Minus AllianceTexas Area)	17.4%	16.8%	578.7%	14.9%	9.4%	67.7%	44.3%	70.7%
Comparison Average (Minus AllianceTexas Area)	17.8%	18.1%	262.3%	1.4%	-5.1%	126.9%	26.3%	73.0%

Table 5. Median of economic data

	Population	Pop. Density	Businesses	Jobs	MHI	Unemployment	Permits Issued	Tax Revenue
FBC Median	7.6%	6.8%	156.0%	2.2%	5.6%	14.9%	19.5%	60.0%
Comparison Median	24.2%	24.3%	516.0%	10.0%	-2.3%	59.0%	40.0%	143.0%
FBC Median (Minus AllianceTexas Area)	10.3%	10.5%	578.7%	4.3%	3.9%	69.1%	44.3%	70.7%
Comparison Median (Minus AllianceTexas Area)	15.4%	15.7%	262.3%	1.1%	-3.9%	62.3%	26.3%	73.0%

Table 6. Demographic change 2014–2019

	% White	% Black	% Asian	% Other	% Two or More	% Latino
Columbia Pike Form-Based Code	-2%	4%	2%	-4%	-4%	-4%
Lee Highway	2%	0%	2%	-3%	-1%	-4%
Madisonville Form-Based Code	1%	2%	2%	-1%	-1%	-3%
Pleasant Ridge	2%	0%	2%	-3%	-1%	-4%
Near Southside Form-Based Code	10%	-15%	-1%	0%	4%	2%
Alliance Area	-4%	-1%	0%	3%	1%	3%
Delray Beach Form-Based Code	3%	-7%	-1%	3%	-1%	5%
Boynton Beach	3%	-7%	1%	1%	-1%	3%
<b>Form-Based Code Average</b>	<b>3%</b>	<b>-4%</b>	<b>1%</b>	<b>-1%</b>	<b>-1%</b>	<b>0%</b>
<b>Comparison Average</b>	<b>1%</b>	<b>-2%</b>	<b>1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>
<b>Form-Based Code Median</b>	<b>3%</b>	<b>-5%</b>	<b>0%</b>	<b>0%</b>	<b>-1%</b>	<b>1%</b>
<b>Comparison Median</b>	<b>2%</b>	<b>0%</b>	<b>1%</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>

## B. Additional analysis for case study areas

### Economic Indicators, Percent Changes 2010–2019.

Table 7. Columbia Pike & Lee Highway<sup>12</sup>

	Population	Pop. Density	Businesses	Jobs	MHI	Unemployment	Permits Issued	Tax Revenue
Columbia Pike	4.8%	3.0%	12.4%	4.3%	3.9%	-46.1%	19.5%	131.0%
Lee Highway	15.4%	15.7%	8.5%	18.8%	-0.6%	-57.5%	12.5%	143.0%

Table 8. Madisonville & Pleasant Ridge

	Population	Pop. Density	Businesses	Jobs	MHI	Unemployment	Permits Issued	Tax Revenue
Madisonville	10.3%	10.5%	1145.0%	-20.4%	-19.5%	69.1%	69.1%	10.4%
Pleasant Ridge	5.0%	5.6%	516.0%	1.1%	-3.9%	62.3%	40.0%	2.9%

<sup>12</sup>Building permit data is from 2014 to 2019 and number of businesses is from 2012 to 2019.

Table 9. Delray Beach & Boynton Beach<sup>13</sup>

	Population	Pop. Density	Businesses	Jobs	MHI	Unemployment	Permits Issued	Tax Revenue
Delray Beach	37.0%	37.0%	N/A	60.8%	43.8%	180.0%	N/A	N/A
Boynton Beach	32.9%	32.9%	N/A	-15.8%	-10.9%	376.0%	N/A	N/A

Table 10. Near Southside & AllianceTexas<sup>14</sup>

	Population	Pop. Density	Businesses	Jobs	MHI	Unemployment	Permits Issued	Tax Revenue
Near Southside	4.3%	2.4%	156.0%	0.1%	7.3%	-39.4%	-19.4%	60.0%
Alliance Area	183.8%	42.6%	800.0%	3914.0%	8.0%	55.6%	52.2%	293.0%

<sup>13</sup> Historical business, permits, and tax revenue unavailable.

<sup>14</sup> Median household income is from 2010 to 2017.

## Real Estate Indicators, Percent Changes 2010–2019.

### Table 11. Columbia Pike & Lee Highway

	Columbia Pike FBC	Lee Highway
Office Rent	-23.9%	-9.4%
Office Inventory	-8.8%	0.0%
Office Vacancy	-11.6%	33.3%
Office Absorption	-58,040	-2,276
Office Deliveries	0	0
Retail Rent	-12.7%	69.2%
Retail Inventory	-3.8%	0.0%
Retail Vacancy	-46.8%	-82.1%
Retail Absorption	-61,761	-59,964
Retail Deliveries	1	1
Multifamily Rent	9.4%	19.8%
Multifamily Inventory	47.2%	23.4%
Multifamily Vacancy	115.0%	11.1%
Multifamily Absorption	1,651,269	318,989
Multifamily Deliveries	10	4

### Table 12. Madisonville & Pleasant Ridge

	Madisonville FBC	Pleasant Ridge
Office Rent	71.3%	47.8%
Office Inventory	0.0%	0.0%
Office Vacancy	58.8%	-100.0%
Office Absorption	3,059	0
Office Deliveries	0	0
Retail Rent	48.3%	-36.9%
Retail Inventory	-11065.0%	0.0%
Retail Vacancy	20.0%	-42.9%
Retail Absorption	-1,558	72
Retail Deliveries	-2	0
Multifamily Rent	20.6%	20.7%
Multifamily Inventory	18.1%	0.0%
Multifamily Vacancy	-38.7%	-48.6%
Multifamily Absorption	121,809	31,390
Multifamily Deliveries	2	0

Table 13. Delray Beach & Boynton Beach

	Delray Beach FBC	Boynton Beach
Office Rent	65.0%	3.4%
Office Inventory	11.3%	-3.4%
Office Vacancy	60.5%	41.7%
Office Absorption	45,846	1,611
Office Deliveries	11	0
Retail Rent	77.4%	100.2%
Retail Inventory	-4.9%	-4.7%
Retail Vacancy	-14.0%	-46.5%
Retail Absorption	-55,870	-1,510
Retail Deliveries	12	0
Multifamily Rent	7.1%	17.6%
Multifamily Inventory	370.0%	-5.4%
Multifamily Vacancy	-32.8%	-21.7%
Multifamily Absorption	549,307	-3,655
Multifamily Deliveries	5	0

Table 14. Near Southside & Alliance Area

	Near Southside FBC	AllianceTexas Area
Office Rent	-7.8%	4.3%
Office Inventory	17.4%	982.7%
Office Vacancy	-26.0%	-66.9%
Office Absorption	452,554	717,023
Office Deliveries	33	7
Retail Rent	1039.0%	67.1%
Retail Inventory	102.3%	145.5%
Retail Vacancy	22.2%	-92.6%
Retail Absorption	-35,100	932,433
Retail Deliveries	24	42
Multifamily Rent	-2.5%	8.2%
Multifamily Inventory	184.0%	370.9%
Multifamily Vacancy	11.1%	-40.6%
Multifamily Absorption	1,202,489	1,294,368
Multifamily Deliveries	12	5

FBCI Form-Based  
Codes Institute



Smart Growth America  
Improving lives by improving communities

1152 15<sup>th</sup> Street NW, Suite 450  
Washington, DC 20005

[formbasedcodes.org](http://formbasedcodes.org)  
[smartgrowthamerica.org](http://smartgrowthamerica.org)

## 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: March 18, 2026  
SUBJECT: Form Based Code Workshop Discussion – City Council

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#### What Is a Form-Based Code?

A Form-Based Code regulates the physical form and placement of buildings rather than strictly separating land uses. Unlike conventional zoning, which emphasizes permitted uses and density, FBCs focus on:

- Building height, placement, and frontage
- Streetscape and pedestrian environment
- Public space design
- Predictable development standards

This approach often allows mixed uses by right while ensuring development fits the intended neighborhood character.

## Benefits of Form Based Codes

### Key Economic Findings

Across four U.S. case studies, areas regulated by form-based codes generally performed as well as or better than conventional zoning areas on most economic indicators.

#### Increased Investment

- Greater levels of construction activity
- Higher building permit issuance
- More new development projects delivered

#### Stronger Tax Revenue

- Form-based code districts collectively generated approximately \$65 million more in tax revenue than comparable conventionally zoned areas.

#### Business and Job Growth

- Areas with FBCs experienced stronger growth in:
  - Number of businesses
  - Employment
  - Mixed-use development activity

### Housing Supply and Affordability

The study found that areas with form-based codes:

- Delivered more housing inventory, particularly multifamily housing.
- Experienced slower rent increases compared to conventional areas.

#### Example outcome:

- Multifamily rents increased 8.7% in FBC areas vs. 16.6% in conventional areas, likely due to increased housing supply.

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This suggests that regulatory flexibility can help moderate housing price growth over time.

### **Regulatory Efficiency & Property Rights**

Developers and stakeholders reported several advantages of form-based codes:

- Predictable development standards
- More by-right approvals
- Reduced need for variances
- Faster development review timelines

These factors can reduce project uncertainty and lower development costs.

### **Neighborhood Character & Community Design**

Form-based codes help maintain neighborhood character through clear design standards, including:

- Building placement and scale
- Street frontage requirements
- Pedestrian-oriented design
- Public space improvements

Interviewed stakeholders reported:

- Higher quality development
- Improved walkability
- Stronger neighborhood identity

### **Infrastructure & Fiscal Sustainability**

Because FBCs often encourage compact, mixed-use development, they can improve infrastructure efficiency by:

- Concentrating development in existing service areas
- Increasing tax revenue per acre
- Reducing long-term infrastructure expansion costs

### **Considerations for Local Governments**

Form-based codes are a regulatory tool, not a comprehensive housing or economic policy.

Outcomes depend on:

- Local development market conditions
- Supporting housing policies
- Infrastructure planning
- Community visioning and engagement

When implemented thoughtfully, form-based codes can support economic vitality, housing diversity, and predictable development outcomes.

### **Key Takeaway**

Communities that adopted form-based codes generally experienced:

- Increased private investment
- Greater tax revenue growth
- Expanded housing supply

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- More predictable development processes
- Improved walkable neighborhood environments

These outcomes suggest that form-based codes can be an effective tool for communities seeking economic growth, regulatory clarity, and high-quality place-based development.

## Other considerations:

### Supporting Small-Scale Local Development

- Form-Based Codes create a predictable development process.
- When a proposal fits the neighborhood character and scale, approvals can be streamlined.
- This approach tends to support smaller, incremental developers, including local builders and property owners.
- Smaller projects typically:
  - Add housing gradually
  - Have lower neighborhood impacts
  - Are easier to integrate into existing communities.

### Managing Large-Scale Development Impacts

- Larger developments that could significantly impact a neighborhood would still be subject to **more detailed review processes**, similar to what exists today.
- These reviews are intentionally **more time-intensive and costly**, which helps discourage overly large developments from dominating a single neighborhood.

### Avoiding “Single-Era Neighborhoods”

- Rifle has experienced periods of rapid growth where entire neighborhoods were built within a short timeframe.
- When development happens all at once:
  - Infrastructure (roads, water lines, sewer lines) tends to age out at the same time.
  - Housing materials (siding, roofs, windows, paint) deteriorate simultaneously.
- This can create:
  - Large infrastructure replacement costs for the City at one time
  - Declining neighborhood desirability as buildings age together.

### Exploring Phased Development Approaches

- The City may explore limits on how much development can occur in a single phase.
- Phasing development could:
  - Spread infrastructure installation over time
  - Reduce the likelihood that large areas age simultaneously
  - Lower long-term maintenance burdens on the City
  - Allow neighborhoods to evolve more gradually.

### Planning for Limited Remaining Land

- The City has limited undeveloped land remaining within the Tier 1 growth area.
- Because of this constraint, the City may consider minimum density standards in certain areas.

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- The goal is to:
  - Meet housing demand
  - Use infrastructure efficiently
  - Avoid costly low-density development patterns.

### **Evaluating Fiscal Sustainability**

- Staff will analyze the optimal amount of housing per length of infrastructure to ensure development remains financially sustainable.
- This analysis will consider the costs associated with:
  - Streets
  - Sidewalks
  - Curbs and gutters
  - Water lines
  - Sewer lines
- The goal is to align development patterns with long-term municipal infrastructure affordability.

# Conventional Zoning vs Form-Based Code

Conventional Zoning	Form-Based Code
<p><b>Exclusionary/Euclidean Zoning</b></p> 	<p><b>Form-Based Code</b></p> 
<p><b>VS</b></p> <ul style="list-style-type: none"> <li>→ Separates uses (residential, commercial, industrial)</li> <li>→ Prioritizes single-family housing</li> <li>→ Restrictive density and use regulations</li> <li>→ Lengthy discretionary review processes</li> </ul>	<ul style="list-style-type: none"> <li>→ Focuses on building form, not just use</li> <li>→ Supports walkable, mixed-use development</li> <li>→ Flexible approach to uses and density</li> <li>→ Predictable “by-right” approvals and clear standards</li> </ul>
<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #f4a460; border: 1px solid black; margin-right: 5px;"></span> Residential Only</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #4682b4; border: 1px solid black; margin-right: 5px;"></span> Commercial Only</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #ff4500; border: 1px solid black; margin-right: 5px;"></span> Mixed Use Restricted</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #333; border: 1px solid black; margin-right: 5px;"></span> Industrial Only</li> </ul> <ul style="list-style-type: none"> <li>→ Separates uses (residential, commercial, industrial)</li> <li>→ Prioritizes single-family housing</li> <li>→ Restrictive density and use regulations</li> <li>→ Lengthy discretionary review processes</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #4682b4; border: 1px solid black; margin-right: 5px;"></span> Mixed Use Supported</li> </ul>  <ul style="list-style-type: none"> <li>→ Focuses on building form, not just use</li> <li>→ Supports walkable, mixed-use development</li> <li>→ Flexible approach to uses and density</li> <li>→ Predictable “by-right” approvals and clear standards</li> </ul>

**Early 2000's Suburban Neighborhood – Multi-Unit on One Standard Lot**



Same footprint as adjacent homes

Similar height & setbacks

Driveway & garage in front

- ✓ Preserves neighborhood scale
- ✓ Adds housing choice
- ✓ Fits on one lot
- ✓ Maintains character

**Historic 1920's Neighborhood – Multi-Unit on One Lot**



Matches porch & rooflines

Same setbacks

Blends with historic streetscape

- ✓ Retains neighborhood character
- ✓ Adds gentle density
- ✓ Walkable access

**Traditional Single Lot Multi-Unit (Duplex)**



Parking in rear or side

Same size lot

Matches style

BELOW ARE EXAMPLES FROM DENVER AND GOLDEN TO REPRESENT HOW THEY ARE USING FORM BASED CODE. THESE ARE EXAMPLES FROM LARGER CITIES AND NOT DIRECTLY REPRESENTATIVE OF WHAT IS APPLICABLE IN RIFLE.

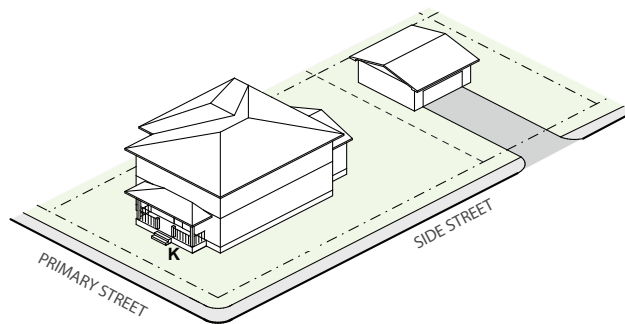
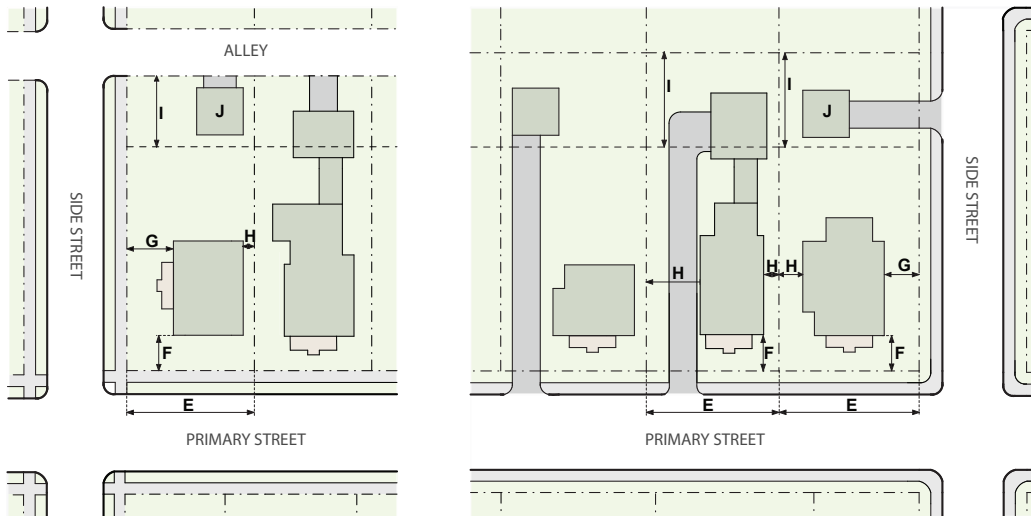
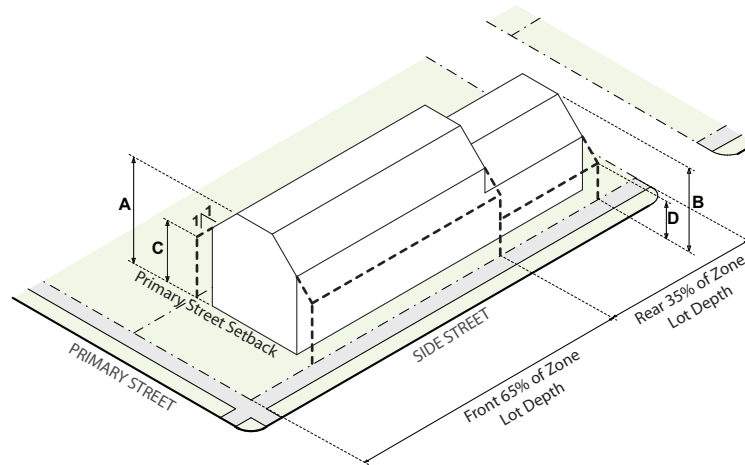
## SUBURBAN HOUSE

<b>HEIGHT</b>		<b>E-SU-Dx</b>	<b>E-SU-G</b>	<b>E-RH-2.5</b> <b>E-MU-2.5</b>
A	Stories, front 65% / Rear 35% of zone lot depth (max)	2.5/2.5	2.5/2.5	2.5/2.5
A	Feet, front 65% / rear 35% of zone lot depth (max)	30'/30'	30'/30'	30'/30'
	Feet, permitted height increase	1' for every 5' increase in Zone Lot width over 50' up to a maximum height of 35'		
B	Bulk Plane Vertical Height at Side Interior and Side Street Zone Lot Line in front 65% / rear 35% of zone lot depth	10'/10'	10'/10'	10'/10'
	Bulk Plane Slope from Side Interior and Side Street Zone Lot Line	45°	45°	45°
<b>SITING</b>		<b>E-SU-Dx</b>	<b>E-SU-G</b>	<b>E-RH-2.5</b> <b>E-MU-2.5</b>
<b>ZONE LOT</b>				
	Zone Lot Area (min)	6,000 sf	9,000 sf	6,000 sf
C	Zone Lot Width (min)	50'	62.5'	50'
<b>SETBACKS AND BUILDING COVERAGE BY ZONE LOT WIDTH</b>		<b>All E-SU, RH, MU</b>		
		<b>61' or Less</b>	<b>Greater than 61'</b>	
D	Primary Street (min)	For -MU Districts: Calculated per Sec. 13.1.5.9, Determination of Primary Street Setback Offset Distance, or 20', whichever is less For all other Districts: Calculated per Sec. 13.1.5.9		
E	Side Street (min)	5'	5'	
F	Side Interior (min)	5'	7.5'	
G	Rear, where Alley (public or private) abuts a Rear Zone Lot Line (min)	12'	12'	
G	Rear, where Alley (public or private) does not abut a Rear Zone Lot Line (min)	20'	20'	
	Building Coverage per Zone Lot, including all accessory structures (max)	45%	45%	
<b>PARKING BY ZONE LOT WIDTH</b>		<b>61' or Less</b>	<b>62' or Greater</b>	
	Parking and Drive Lot Coverage in Primary Street Setback (max)	33%	33%	
	Vehicle Access	From Alley; or Street access allowed when no Alley present (See Sec. 4.3.7.5, Vehicle Access From Alley Required - Exceptions)		
H	<b>DETACHED ACCESSORY STRUCTURES</b>	See Sec. 4.3.4, Bldg. Form Std.s for Detached Accessory Structures		
<b>DESIGN ELEMENTS</b>		<b>All E-SU, RH, MU</b>		
<b>BUILDING CONFIGURATION</b>				
	Rooftop or Second Story Decks	See Section 4.3.5.2, Rooftop or Second Story Decks (1) Shall not be located closer to the minimum Primary Street setback line than the Primary Street-facing Façade(s) comprising at least 65% of the total width of the primary structure enclosing the primary use. (2) May follow the General Detached Structure Building Form for Side Street, Side Interior and Rear setbacks provided no permitted height increase has been applied to the Attached Garage		
	Attached Garage Allowed			
I	Primary Street-Facing Attached Garage Door Width in front 50% of zone lot depth(max)	35% of the entire width of the Primary Street-facing Façade of the primary structure or 16', whichever is greater		
	Upper Story Stepback, for any portion of building with Low-Slope Roof, above 25': Primary Street (min)	10'		
<b>STREET LEVEL ACTIVATION</b>				
J	Pedestrian Access, Primary Street	Entry Feature		
<b>USES</b>		<b>All E-SU, RH, MU</b>		
		Primary Uses shall be limited to Single Unit Dwelling and permitted Congregate Living, Residential Care and Nonresidential uses. See Division 4.4, Uses.		

See Sections 4.3.5 - 4.3.7 for Supplemental Design Standards, Design Standard Alternatives, and Design Standard Exceptions.

**B. Urban House**

*Not to Scale. Illustrative Only.*



## 18.29.03.01 - ORGANIZATION AND INTERPRETATION OF DIVISION

### 1. ORGANIZATION OF DIVISION

- a. Division III sets forth the following for each of the nine categories of form types: an introduction of and intent statements applicable to each category of form types; the form standards for each form type within each category of form types; and the design standards and guidelines for each category of form types.
- b. The information presented in this division is organized by category of form type as follows:
  1. House Form Types - See Sections [18.29.03.002](#) to [18.29.03.004](#).
  2. Cottage Form Types - See Sections [18.29.03.005](#) to [18.29.03.007](#).
  3. Compound Form Types - See Sections [18.29.03.008](#) to [18.29.03.010](#).
  4. Cluster Form Types - See Sections [18.29.03.011](#) to [18.29.03.013](#).
  5. Duplex Form Types - See Sections [18.29.03.014](#) to [18.29.03.016](#).
  6. Row House Form Types - See Sections [18.29.03.017](#) to [18.29.03.019](#).
  7. Main Street Form Types - See Sections [18.29.03.020](#) to [18.29.03.022](#).
  8. Mixed-Use Building Form Types - See Sections [18.29.03.023](#) to [18.29.03.025](#).
  9. Shop Form Types - See Sections [18.29.03.026](#) to [18.29.03.028](#).

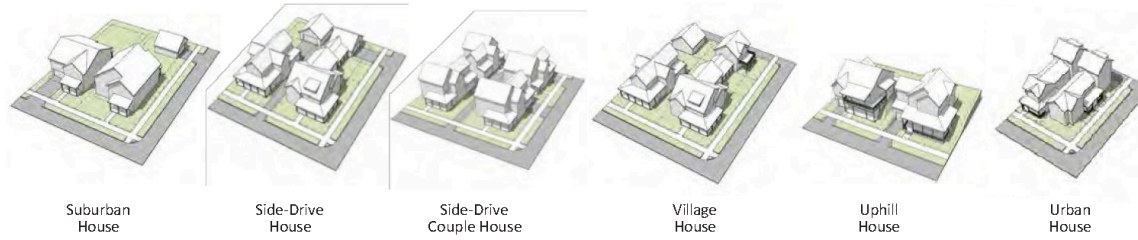
### 2. INTERPRETATION OF DIVISION

If a standard is set forth in the form standards for one or more form types, but not for others, such standard shall be deemed inapplicable where omitted.

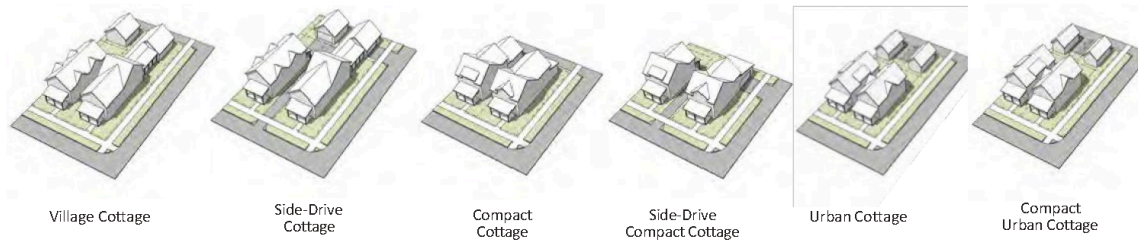
### 3. ILLUSTRATIVE DEPICTIONS OF FORM TYPES

Illustration 18.29.03.001.A (following pages) provides illustrative depictions of the form types allowed within each category of form types. These depictions are illustrative in nature and not intended to impose design requirements that are not otherwise set out in this chapter.

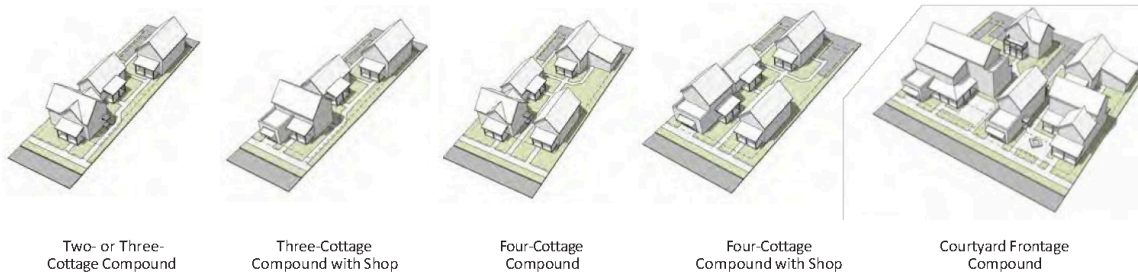
HOUSE FORMS



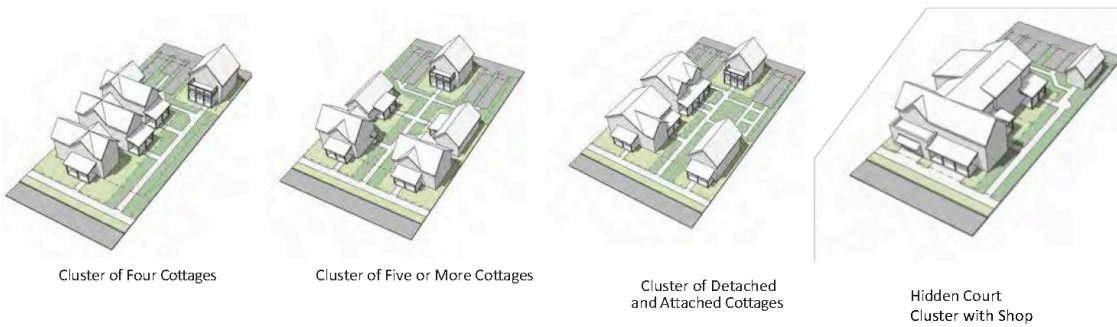
COTTAGE FORMS



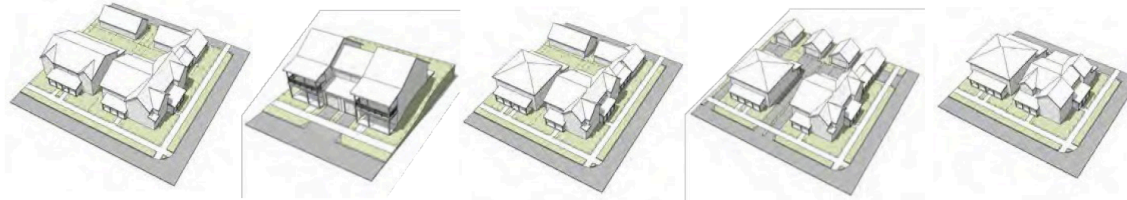
COMPOUND FORMS



CLUSTER FORMS



DUPLEX FORMS



Village Duplex

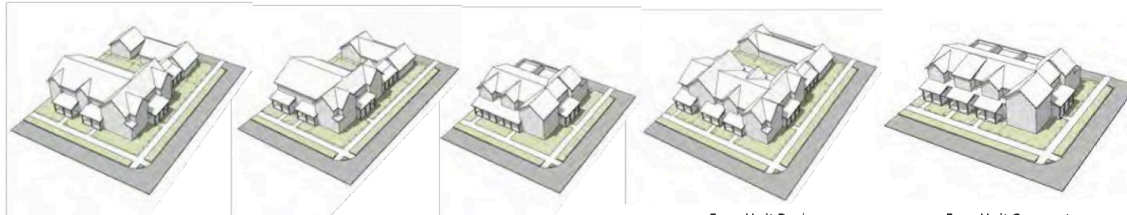
Uphill Duplex

Cottage Duplex

Side-Drive Cottage Duplex

Compact Cottage Duplex

ROW HOUSE FORMS



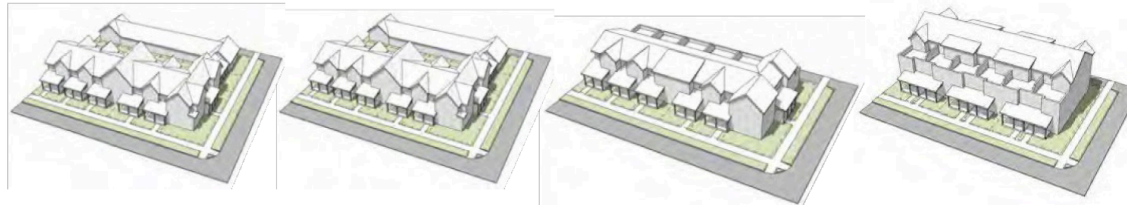
Village Triplex

Cottage Triplex

Compact Cottage Triplex

Four-Unit Back  
Yard Row House

Four-Unit Compact  
Row House



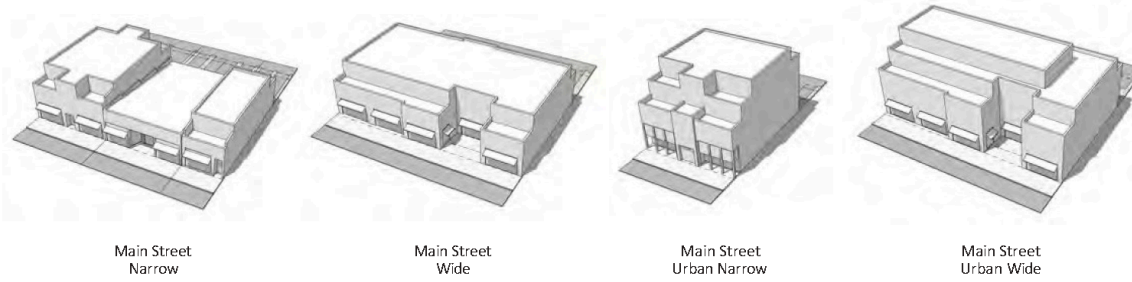
Back Yard Row House  
(five or more units)

Staggered Back Yard Row  
House (five or more units)

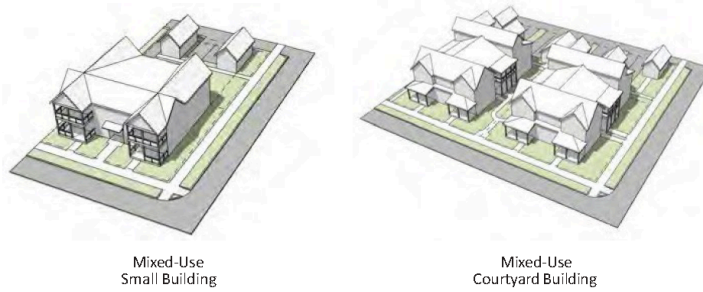
Compact Row House  
(five or more units)

Compact Urban Row House  
(five or more units)

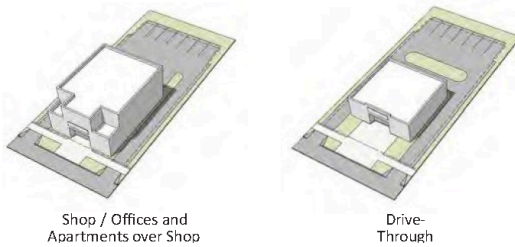
MAIN STREET FORMS



MIXED USE FORMS



SHOP FORMS



(Ord. No. 2209, § 2(Exh. G), 6-6-2023)

18.29.03.020 - MAIN STREET FORM TYPES - APPLICATION OF FORM STANDARDS

1. GENERAL INTENT AND USE OF FORM TYPE

a. The main street form types are provided to:

1.

Allow for attached multi-household buildings to be located close to the front lot line and sidewalk, including two-, three-, four-, and five-story formats.

2. Provide for high-transparency storefronts that are directly adjacent to sidewalks on the first story of new buildings.
3. Enhance pedestrian corridors that are adjacent to commercial development through the use of design treatments and street furniture such as awnings, benches, planters, and other amenities that reinforce pedestrian activity.

b. This section shall not be interpreted to set forth substantive requirements.

## 2. INTENT AND APPLICATION OF STANDARDS

a. In General. This subsection 2 sets forth the intentions for specific regulatory tools used for main street form types.

b. "Build-to" Requirements. Minimum and maximum setback requirements are established along primary and side street lot lines in order to ensure that buildings are consistently located close to the sidewalk, providing a sense of enclosure along the street, and in combination with street-level transparency requirements, enhancing the pedestrian experience by providing visual interest and security.

c. Secondary Setbacks. Additional, secondary front setbacks are required for main street form types with frontages of 125 ft. or more, in order to:

1. Maintain a sense of scale along the block by breaking up the building mass as experienced by the pedestrian;
2. Create or maintain plazas framed by large buildings, which may serve as pedestrian activity areas; and
3. Create opportunities for additional ground floor retail frontages.

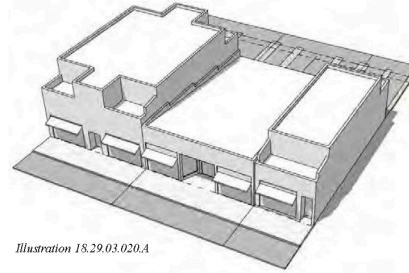
d. Upper Floor Setbacks. Upper-story setbacks (a.k.a. step-backs) are required for main street form types in order to:

1. Maintain a sense of scale along the block by mitigating the impact of building mass as experienced by the pedestrian;
2. Creating opportunities to enhance the outdoor areas that are available for use by inhabitants of upper building floors, by way of decks, terraces, and balconies; and
3. Enhancing the aesthetics of buildings by avoiding monolithic presentations of building mass.

e. Off-Street Parking. Restrictions on the design and location of off-street parking are imposed in order to:

1. Encourage the maintenance and establishment of small businesses; and
- 2.

Ensure that the continuity of pedestrian-friendly commercial and mixed-use frontages is not interrupted by surface parking lots and parking access points that may create psychological barriers to movement or increase the probability of vehicular-pedestrian conflicts.



*Illustration 18.29.03.020.A*

Illustration 18.29.03.020.A: One of the most essential characteristics of the main street form types is that they create a strong building wall along the sidewalk.

(Ord. No. 2209, § 2(Exh. G), 6-6-2023)

## 18.29.03.021 - MAIN STREET FORM TYPES - FORM STANDARDS

### 1. MAIN STREET NARROW

#### a. Intent.

The main street narrow form type is the most traditional and predominate among the form types in the main street form zones. This form type typically has a lot width that is a multiple of 25 ft., with parking at the rear of the lot, in integrated garages or attached parking structures, in basements, or off-site.

#### b. Lot Standards.

1. Min. lot frontage ..... 20 ft.
2. Max. lot frontage ..... 125 ft.

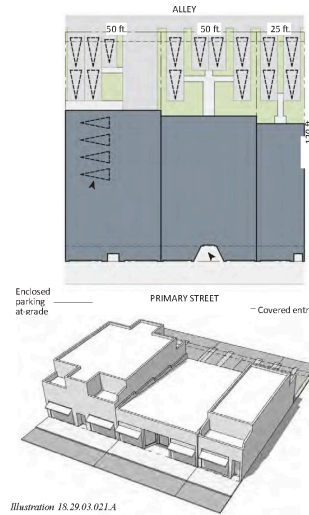


Illustration 18.29.03.021.A  
 Illustration 18.29.03.021.A: Lot diagram and bird's-eye view perspective of a main street narrow building form type.

c. Building Size.

1. Max. building height ..... 3 stories/38 ft.

d. Setbacks.

Setback	Distance	
	Min.	Max.
Primary street and side street—		
1st and 2nd stories	0 ft.	8 ft.
3rd story, 1/3 of frontage	0 ft.	N/A
3rd story, 2/3 of frontage	12 ft.	N/A
Interior side lot line—		

Adjacent lot in main street A or main street B form zone	0 ft.	N/A
Adjacent lot in any other form zone	5 ft.	N/A
Rear lot line/alley	5 ft.	N/A

e. Balconies and Terraces.

1. Within the main street A and main street B form zones, each upper floor dwelling unit shall have a balcony (covered or uncovered) that is at least 80 s.f. in area.
2. Any part of the roof of any floor (except the top floor) may be used as an uncovered terrace, which, if so used, is considered a balcony for the purposes of subsection e.1, above.

f. Additional Standards.

1. Within the main street A and main street B form zones, no curb cuts are allowed on the primary street or side street.
2. All garage doors that face a rear alley shall be set back not more than 5 ft., or set back 20 ft. or more, from the rear lot line.
3. No dwelling units are permitted on the 1st story within 18 ft. of a front or side street lot line.
4. No parking is permitted within the 1st story within 18 ft. of a front or side street lot line.

2. MAIN STREET WIDE

a. Intent.

The main street wide form type is intended to accommodate larger businesses along with office and/or residential uses located on upper floors. The upper story setbacks and plaza setback are intended to ensure that the building fits into the Main Street context. This form type has a street frontage of at least 125 ft., with parking at the rear of the building, in integrated garages or attached parking structures, in basements, or off-site.

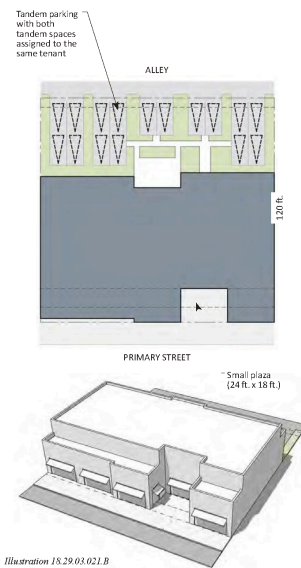


Illustration 18.29.03.021.B  
 Illustration 18.29.03.021.B: Lot diagram and bird's-eye view perspective of a main street wide building form type.

b. Lot Standards.

1. Min. lot area ..... 9,000 s.f.
2. Min. lot frontage ..... 125 ft.

c. Building Size.

1. Max. building height ..... 3 stories/38 ft.

d. Setbacks.

Setback	Distance	
	Min.	Max.
Primary street and side street—		
All stories, along 20—30 ft. of frontage	18 ft.	N/A

1st and 2nd stories, rest of frontage	0 ft.	8 ft.
3rd story, rest of frontage	12 ft.	N/A
Side Street—		
1st and 2nd stories	0 ft.	8 ft.
3rd story	12 ft.	N/A
Interior side lot line—		
Adjacent lot in main street A or main street B form zone	0 ft.	N/A
Adjacent lot in any other form zone	5 ft.	N/A
Rear lot line/alley	5 ft.	N/A

e. Porch.

1. Within the main street A and main street B form zones, each upper floor dwelling unit shall have a balcony (covered or uncovered) that is at least 80 s.f. in area.
2. Any part of the roof of any floor (except the top floor) may be used as an uncovered terrace, which, if so used, is considered a balcony for the purposes of subsection e.1, above.

f. Additional Standards.

1. Within the main street A and main street B form zones, no curb cuts are allowed on the primary street or side street.
2. All garage doors that face a rear alley shall be set back not more than 5 ft., or set back 20 ft. or more, from the rear lot line.
- 3.

No dwelling units are permitted on the 1st story within 18 ft. of a front or side street lot line.

4. No parking is permitted on the 1st story within 18 ft. of a front or side street lot line.

### 3. MAIN STREET URBAN NARROW

#### a. Intent.

The main street urban narrow form type is intended to provide for additional density and intensity in locations where it is appropriate. The main street urban narrow form type provides parking in integrated garages or attached parking structures, in basements, at the rear of the lot, or off-site.

#### b. Lot Standards.

1. Min. lot frontage ..... 50 ft.
2. Max. lot frontage ..... 125 ft.

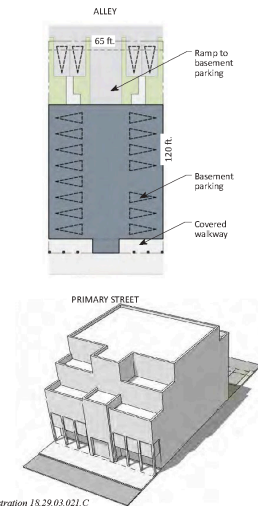


Illustration 18.29.03.021.C

Illustration 18.29.03.021.C: Lot diagram and bird's-eye view perspective of a main street urban narrow building form type.

#### c. Building Size.

1. Max. building height ..... 5 stories/55 ft.

#### d. Setbacks.

Setback	Distance	
	Min.	Max.
Primary street and side street—		
1st, 2nd, and 3rd stories	0 ft.	8 ft.
4th story	12 ft.	N/A
5th story, 1/3 of frontage	12 ft.	N/A
5th story, 2/3 of frontage	24 ft.	N/A
Interior side lot line—		
Adjacent lot in main street A or main street B form zone	0 ft.	N/A
Adjacent lot in any other form zone		
1st, 2nd, and 3rd stories	5 ft.	N/A
4th and 5th stories	18 ft.	N/A
Rear lot line/alley	5 ft.	N/A

## e. Porch.

1. Within the main street B form zone, each upper floor dwelling unit shall have a balcony (covered or uncovered) that is at least 80 s.f. in area.
2. Any part of the roof of any floor (except the top floor) may be used as an uncovered terrace, which, if so used, is considered a balcony for the purposes of subsection e.1, above.

## f. Additional Standards.

1. No curb cuts are allowed on the primary street or side street.
2. All garage doors that face a rear alley shall be set back not more than 5 ft., or set back 20 ft. or more, from the rear lot line.
3. No dwelling units are permitted on the first story within 18 ft. of a front or side street lot line.
4. No parking is permitted on the ground floor within 18 ft. of a front or side street lot line.

## 4. MAIN STREET URBAN WIDE

## a. Intent.

The main street wide form type is intended to provide for additional density and intensity where it is appropriate. The upper story setbacks as well as the plaza setback are intended to ensure that the building fits into the Main Street context. This form type has a street frontage of at least 125 ft., with parking at the rear of the building, in integrated garages or attached parking structures, in basements, or off-site.

## b. Lot Standards.

1. Min. lot area ..... 9,000 s.f.
2. Min. lot frontage ..... 125 ft.

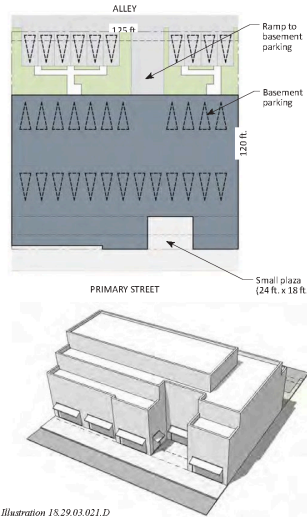


Illustration 18.29.03.021.D  
 Illustration 18.29.03.021.D: Lot diagram and bird's-eye view perspective of a main street urban wide building form type.

c. Building Size.

1. Max. building height ..... 5 stories/55 ft.

d. Setbacks.

Setback	Distance	
	Min.	Max.
Primary street and side street—		
1st, 2nd, 3rd, and 4th stories, along 20—30 ft. of frontage	18 ft.	N/A
1st, 2nd, and 3rd stories, rest of frontage	0 ft.	8 ft.
4th story, rest of frontage	12 ft.	N/A

5th story	24 ft.	N/A
Side Street—		
1st, 2nd, and 3rd stories	0 ft.	8 ft.
4th story	12 ft.	N/A
5th story	24 ft.	N/A
Interior side lot line—		
Adjacent lot in main street A or main street B form zone	0 ft.	N/A
Adjacent lot in any other form zone		
1st, 2nd, and 3rd stories	5 ft.	N/A
4th and 5th stories	18 ft.	N/A
Rear lot line/alley	5 ft.	N/A

e. Porch.

1. Each dwelling unit shall have a porch or balcony (covered or uncovered) that is at least 80 s.f. in area.
2. Any part of the roof of any floor (except the top floor) may be used as an uncovered terrace, which, if so used, is considered a balcony for the purposes of subsection e.1, above.

f. Additional Standards.

1. No curb cuts are allowed on the primary street or side street.
2. All garage doors that face a rear alley shall be set back not more than 5 ft., or set back 20 ft. or more, from the rear lot line.
3. No dwelling units are permitted on the first story within 18 ft. of a front or side street lot line.
4. No parking is permitted on the first story within 18 ft. of a front or side street lot line.

(Ord. No. 2209, § 2(Exh. G), 6-6-2023)

## 18.29.03.022 - MAIN STREET FORM TYPES - DESIGN STANDARDS AND GUIDELINES

### 1. APPLICABILITY

a. This section applies to the main street form types (listed below for ease of reference):

1. Main Street Narrow.
2. Main Street Wide.
3. Urban Main Street Narrow.
4. Urban Main Street Wide.

b. Chapter 18.40 also applies to main street form types as set out therein.

c. Each subsection below sets out a statement of intent, followed by requirements, followed (in some cases) by guidelines. The statement of intent provides background information and is not regulatory in nature. The requirements must be met unless adjusted pursuant to division VII. The guidelines are used in the administration of certain parts of division VII, and are otherwise suggestions (not requirements).

### 2. MASSING AND ARTICULATION

a. Intent. The intent of the massing and articulation standards is to utilize simplified articulation standards to promote visual compatibility with the historic street-facing facades, and to reduce the vertical scale of buildings by accentuating the first story elements and diminishing building elements above the 3rd story.

b. Requirements.

1. Wall plane projections or recessions of at least 2 ft. over a horizontal distance of at least 30 percent of the total facade area:
  - A. In one or more intervals that is a multiple of 25 ft., more or less, to visually reinforce the historic facade widths described in Subsection 6.b.4, below; or

- B. In the form of small plazas (as required for main street wide and main street urban wide form types).
- 2. All public facing facades shall articulate a building's vertical massing to accentuate specific stories and diminish the upper-most story treatment, by:
  - A. Distinguishing the 1st story architecture through use of two of the following tools: color, material, textures, or structural elements. The ground floor shall be anchored to the pedestrian realm to draw the eye from the upper floors.
  - B. Diminishing the upper-most story of the building through a change in two of the following categories: color, material, texture, roof pitch, or a recession of the total facade [See photo 18.29.03.022.A].

c. Guidelines.

- 1. Provide different accents (by design, indentation, color, and/or material) to highlight entrances for different uses, such as shops and street-level entrances to upper story offices or residences.
- 2. Shopfront garage doors or folding doors should be used when there is an opportunity to expand the indoor use into the sidewalk.

3. PORCH AND BALCONY CHARACTERISTICS

- a. Intent. The intent of the porch and balcony standards is to provide visual interest through the interplay among solids and voids on the facade, and to soften visual and psychological barriers between the interior and exterior of the building.
- b. Guidelines.
  - 1. Balconies (covered or uncovered), terraces, porches, and colonnades should be used to break up the appearance of building mass (both horizontally and vertically) when feasible. The design of these elements should be differentiated at various locations on the building to further emphasize the breaks in the massing of the building [See photo 18.29.03.022.B, next page].
  - 2. When feasible, uncovered balconies and terraces that are accessible to the uppermost stories should be used to deemphasize the building's height.

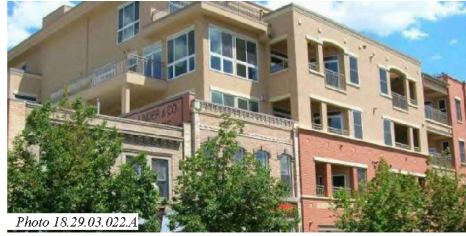


Photo 18.29.03.022.A

Photo 18.29.03.022.A: Above is a good example how various versions of covered balconies either create unity where needed, or break the massing horizontally. This is also a good example of how second story cornice, together with change in material, emphasize the two-story scale and deemphasizes the presence of upper stories.



Photo 18.29.03.022.B: A coffee house with outdoor seating on Washington Avenue. Strong outdoor and indoor relationships support outdoor activity and create presence of life on the sidewalk.

3. Porches should be integrated into the design of perimeter landscaping, streetscaping, and hardscaping.

#### 4. TRANSPARENCY AND BLANK WALLS

a. Intent. The intent of the transparency standards is to avoid blank walls, promote pedestrian interest, and improve security by providing a visual connection between the building interior and the adjacent sidewalk.

b. Requirements.

1. Wall planes that exceed 20 ft. in width that face streets, parks, or plazas shall include fenestration such that:

- A. Not less than 50 percent of the area of the facade between 2 ft. and 8 ft. above ground level is transparent (tinted or mirrored glass that diminishes visibility into the building by 50 percent or more is not allowed); and
- B. Not less than 30 percent of the total area of the facade is transparent.

2. No street-facing area of wall plane that is greater than 10 ft. in width and 10 ft. in height (100 s.f. or more) shall be "blank," in that it does not include:

- A. A substantial change in cladding materials (a simple color change is not sufficient to meet this requirement);
- B. A window or a door; or
- C.

A column, pilaster, balcony, cornice, shade element (e.g., awning), or other articulation greater than 12 in. in projecting dimension.

## 5. FACADE CONFIGURATION

- a. Intent. The intent of the facade configuration requirements and guidelines is to preserve and enhance the main street character and architectural integrity of Downtown Golden.
- b. Requirements.
  1. Awnings shall not be back-lit or internally illuminated.
  2. A minimum of 8 ft. of clearance is required between the bottom of an awning and the grade below the awning.
- c. Guidelines.
  1. New construction should incorporate architectural elements from adjacent buildings in terms of opening proportions and primary facade features such as cornices, awnings, transoms, and trims.
  2. Exterior renovations should be complimentary to the unique architectural style of the existing building. The proportions and the character of building openings should be preserved to the extent feasible.

## 6. EXTERIOR MATERIALS

- a. Intent. The intent of the exterior materials standards is to break up building length and height and create unity on an overall facade.
- b. Requirements.
  1. Allowed exterior wall materials are horizontal and vertical siding, real stucco, or masonry (brick, stone, cementous siding, or concrete). Siding patterns shall be one of the following: horizontal bevel, drop siding, vertical tongue and groove, shingles/shakes, or board and batten.



*Photo 18.29.03.022.C*

Photo 18.29.03.022.C: Above is a good example where the material and color change emphasizes the two story scale along the sidewalk and deemphasizes the height of the building. The upper floors become less visible as one gets closer to the building. Articulations in the architecture are also provided every 25 to 50 ft. on the first two stories.

2. The following materials may be used as accent materials on any facade, provided that they do not cover more than 25 percent of the facade:
    - A. Metal panels.
    - B. Oversized brick, concrete masonry units, or other similar materials.
  3. Material changes shall occur along a vertical line at interior (concave) corners, or along a horizontal line at a floor line or a gable end. Material and color changes may also occur along a horizontal line that is at least 2 ft. above the foundation, so long as that change is along the entire length of the facade.
  4. No more than four cladding materials are allowed.
  5. Material and color changes shall be used to de-emphasize building height. [See photo 18.29.03.022.C.]
  6. Material and color changes shall be used to express the historic 25 ft. and 50 ft. intervals (more or less), of the historic facade widths that are present in Downtown Golden between 11th Street and 14th Street along Washington Avenue. [See photo 18.29.03.022.C.]
- c. Guidelines.
1. In general, smooth brick with narrow joints and wood siding with narrow lap should be used for cladding. Stone should be reserved for detailing at cornices and windows and for use at the building base.
  2. In general, lighter materials should be placed above those of heavier weight.

(Ord. No. 2209, § 2(Exh. G), 6-6-2023)



**Agenda Item #c.**

**Agenda Item Name:**

Golf Course - Restaurant Lease Agreement Discussion

**Presenter:**

Austin Rickstrew, Parks & Recreation Director

**Item Description:**

N/A

**Recommended Action:**

No action on workshop item.

**Fiscal Impact:**

N/A

**Operational Impact:**

N/A

**Prior Board Motions:**

N/A

**Background Information:**

City staff have worked with our legal team to develop a commercial lease agreement for the restaurant located within the clubhouse at the Rifle Creek Golf Course. The lease establishes the terms under which the City, as the property owner, leases approximately 3,100 square feet of restaurant, patio, and storage space at the golf course. The agreement outlines the permitted use of the space for the operation of the restaurant known as "The Rough," defines rent, utilities, maintenance responsibilities, and insurance requirements, and ensures that the restaurant operations support and do not interfere with the overall management and activities of the golf course. The lease includes an initial term from March 31, 2026, through December 31, 2026, with an option to automatically extend for an additional three-year period unless the City provides notice of termination 90 days prior to the end of the initial term. Staff is recommending that the City continue leasing the restaurant space to the current tenants, "The Rough," to ensure there is no gap in food and beverage service after the sale of the golf course is finalized. We are working on a Food and Beverage Agreement that will outline the terms under which the tenant provides food and drink services. This document will define the operator's responsibilities for hours of operation and food service.

**Executive Summary:**

N/A

**Notification Requirements:**

N/A

**Prepared By:**

Austin Rickstrew, Parks & Recreation Director

**Attachments:**

1. 20260305 Commercial Lease The Rough LLC
2. 20260313 FB Concession Agreement Rifle Creek The Rough clean

## COMMERCIAL LEASE

This Commercial Lease (the “**Lease**”) is made on \_\_\_\_\_, 2026 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the “**Additional Rent**”); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

### PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** CITY OF RIFLE, a Colorado home-rule municipality, with an address of P.O. Box 1908, Rifle, Colorado 81650 (the “**Landlord**”).

2. **Tenant:** THE ROUGH LLC, a Colorado limited liability company, with an address of 595 Prefontaine Ave., Rifle, Colorado 81650 (the “**Tenant**”).

3. **Premises:** Landlord owns that real property described in those Special Warranty Deeds recorded in Garfield County, Colorado on March 23, 2000 at Reception Nos. 561074 and 561075, also known as 3004 Highway 325, Rifle, CO 8165 (the “**Real Estate**”). The Real Estate contains a clubhouse, restaurant, and other facilities and equipment related to Landlord’s ownership and operation of the Rifle Creek Golf Course (the “**Improvements**”) (the Real Estate and the Improvements are collectively referred to as the “**Property**”). Landlord hereby leases and demises to Tenant the clubhouse restaurant and the adjacent exterior patio area together with a designated storage area within the Property consisting of approximately 3100 total square feet, and Landlord’s Fixtures and Equipment identified in the attached *Exhibit A* which is incorporated by this reference (the “**Premises**”).

4. **Term:** Landlord leases the Premises to Tenant for 8 months commencing on twelve o’clock noon on March 31, 2026 and until 11:59 p.m. on December 31, 2026 (the “**Term**”). Subject to Tenant’s performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises. The Term shall be automatically extended for an additional three-year period at the expiration of the initial Term, pursuant to the terms and conditions contained in this Lease, unless Landlord gives written notice of termination to Tenant no less than 90 days prior to the expiration of the then current Term. In addition to Landlord’s right to terminate upon Tenant’s violation of this Lease, any decision regarding extension of the Term shall be made in Landlord’s sole subjective discretion.

5. **Rent:** The Rental during the initial 8 months of the Term is \$17,760 payable in equal installments of \$2,220 due in advance to Landlord on the first day of each calendar month for that month’s rental, without notice, demand, deductions or setoffs (the “**Rent**”). Unless Landlord directs otherwise, all payments due under the Lease, including Additional Rent, shall be electronically deposited using account information provided by Landlord, or delivered to Landlord at the following address: P.O. Box 1908, Rifle, Colorado 81650. Should the Lease start or end on a partial month, the Rent shall be prorated. Rent for subsequent years of the Term, if any, shall be increased annually by 3% of the Rent applicable during the preceding Term unless the parties agree otherwise in writing prior to the expiration of the then effective Term.

6. **Security Deposit:** Tenant has deposited with Landlord a security, cleaning, and damage deposit in the amount of \$2,200 as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the “**Security Deposit**”).

7. **Use:** The Premises shall be used for management and operation of the restaurant known as “The Rough” and for provision of services more particularly set forth in the Rifle Creek Golf Course Food and Beverage Concessionaire Agreement attached as *Exhibit A* (the “**F&B Agreement**”), and any other reasonably related activity, provided that such use conforms with applicable zoning regulations and all applicable state, county, and municipal law, and that such use does not interfere with the management and business operations of the Rifle Creek Golf Course on the Property. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.

8. **Utilities/Additional Rent:** Tenant shall be responsible for paying the following utilities on the Premises, which charges shall be deemed Additional Rent:  Electric  Gas  Water  Sewer  Phone  Cable/ Satellite T.V.  Internet Access  Refuse Disposal  Other NA. If the Premises shares meter facilities for utilities, the charges shall be allocated to each tenant by Landlord based upon a reasonable basis. Additional Rent shall be paid by Tenant to Landlord in monthly installments concurrent with the Rent. In the event Tenant fails to timely pay any of the aforementioned charges, it shall be deemed a Default. Landlord shall be responsible for any remaining utilities not specifically designated to be paid by Tenant, including utilities for Common Areas (as defined below).

9. **Late Payments:** If any Rent, Additional Rent, or other payment is received later than 21 days after its due date, the total past due balance shall bear interest at 8% per annum and shall constitute Additional Rent to be paid by Tenant. The addition of such amounts and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

10. **Repairs and Maintenance of the Premises:** Landlord shall maintain, repair and replace the structural and mechanical systems of the Property including, without limitation, the foundation, exterior walls, and roof of the Improvements at its sole expense. Additionally, Landlord shall repair and replace portions of the mechanical systems that exclusively serve the Premises together with the appurtenant fixtures and equipment within the Premises at its sole expense. Tenant shall keep all the other fixtures, facilities, equipment and improvements within and exclusively serving the Premises repaired and maintained in good order as described in the Lease at its own expense. Without limiting the generality of the forgoing, Tenant shall be responsible for, at its own expense, cleaning the hood and grill exhaust systems within the Premises in accordance with manufacturer specifications and at least two times per year, cleaning the return air ventilation systems within the Premises in accordance with manufacturer specifications and at least annually, and for cleaning the grease interceptor in accordance with manufacturer specifications or as frequently as required by applicable law and at least annually. Landlord shall properly irrigate and care for all trees, shrubbery, and lawn and Landlord shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

11. **Parking:** For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of any and all parking spaces upon the Property (the "Parking License"). The Parking License shall be effective for the Term of the Lease.

## PREMISES

12. **Common Areas:** The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "Common Areas"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas necessary to the use and occupancy of the Premises (the "Common Area License"). Without limiting the generality of the forgoing, the Common Area License authorizes Tenant to perform its service obligations provided for in *Exhibit A*. Said Common Area License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas shall at all times be subject to Landlord's management and are not part of the Premises. All use of the Common Areas shall be at Tenant's sole risk, and Landlord is not liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deems necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to temporarily close all, or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its commercially reasonable discretion.

13. **Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. If Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and

which shall constitute a part of this Lease (“**Work Letter**”). Other than the work, if any, to be performed pursuant to Tenant’s Work Letter, the Premises are rented “as is,” in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to whether Tenant’s intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant’s intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant’s use of the Premises in violation of any local, state, or federal laws and regulation.

**14. Check-In Inspection:** Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in. Landlord shall complete any mutually agreeable “punch list” items discovered during any such walk-through within a reasonable period of time thereafter.

**15. Use of Premises:** Tenant, in consideration of the leasing of the Premises, agrees as follows:

**a. Use of Premises:** To use and occupy the Premises solely as and for the use specified in Paragraph 7 of the Lease, or in the F&B Agreement. Landlord’s consent to the aforementioned use is not an assurance, or warranty that the Premises’ attributes are sufficient for Tenant’s use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law.

**b. Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, Landlord shall approve all signage including size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

**c. Vacancy:** It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over 30 days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term. Lack of use or closure of the Premises arising from Landlord’s seasonal operation of the Rifle Creek Golf Course shall not constitute a vacancy.

**d. Legal Compliance:** Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

**e. Additional Prohibitions:** Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to adjacent property owners, tenants, occupants or invitees or that would interfere with those other parties’ quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that

may endanger the person or property of Landlord adjacent property owners, tenants, occupants, invitees or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

**f. Pets and Animals:** Pets or animals shall not be permitted within the interior of the Premises.

**g. Storage/Trash:** Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health or fire hazard.

**h. Hazardous Material Prohibited:** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

**i. Quiet Enjoyment:** Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. If any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

**j. Rules and Regulations:** Landlord shall provide Tenant with a copy of all the rules and regulations affecting the Premises, if any, and Tenant shall abide by all such rules and regulations.

**16. Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without Landlord's prior written consent, which shall not be unreasonably withheld. Any sublet or assign without Landlord's written approval is void. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than 50% controlling interest (over any period) of the ownership interest shall be deemed an assignment of the Lease. If an assignment or sublease is permitted, all payments from assignee or sub lessee shall be made directly by said party to Landlord, and not through Tenant.

**17. Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. If Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

**18. Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within 5 days following such termination shall, at Landlord's option, become the property of Landlord.

## PAYMENTS

**19. Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

**20. Partial Payment:** If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

**21. No Offset:** No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

**22. Joint and Several Obligations of Tenant:** If more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

### SECURITY DEPOSIT

**23. Security Deposit:**

**a. Security Deposit:** To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant deposited with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

**b. Application of Security Deposit:** The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; and (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund.

**c. Return of Security Deposit:** If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than 30 days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

### REPAIRS AND MAINTENANCE

**24. Improvements, Repairs, and Maintenance:** Subject to the limitations set forth in Paragraphs 25 and 26 below, either Landlord or Tenant, as specified in Paragraph 10 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to the Common Areas, all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

**25. Landlord's Limited Responsibility:** If Paragraph 10 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements,

restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

**26. Tenant's Allowed Responsibilities:** If Paragraph 10 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located which are Landlord's responsibility. If any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

**27. Tenant's Duty to Repair:** If Paragraph 10 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, perform such repair or maintenance the Premises If Tenant fails to perform required repairs or maintenance, Landlord may obtain them and bill Tenant for such work as Additional Rent.

**28. Tenant Improvements:** Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises (the "Tenant Work").

**29. Repairs or Improvements/Prior Landlord Consent:** Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Repairs or Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Repair or Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans in writing.

**30. Tenant Work and Repairs/Compliance with Codes/Mechanic Liens:** Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, material men, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within 5 days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

**31. Common Area Maintenance:** Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

**32. Keys/Locks:** Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed without Landlord's approval.

**33. Waste/Rubbish Removal:** Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

### **DEFAULT, NOTICE AND REMEDIES**

**34. Default:** If Tenant (i) fails to pay any installment of Rent, any Additional Rent, or any portion thereof, and such failure continues for a period of more than 5 days after written notice from Landlord, or (ii) is in violation of any other covenants or agreements set forth in the Lease or in the F&B Agreement, and such failure continues for a period of more than 15 days after written notice from Landlord (a "**Default**"), then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to C.R.S. §§ 13-40-104(d.5) and (e.5), and 107.5, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

**35. Abandonment:** If the Premises is abandoned, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 36 below.

**36. Re-Entry:** In the event of Landlord's re-entry as a result of Tenant's abandonment or a Default:

**a.** Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

**b.** Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

**c.** Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

**d.** Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

- e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and
- f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

### INSURANCE AND INDEMNIFICATION

**37. Negligent Damages:** Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

**38. Liability Indemnification/Insurance:** Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. In no event shall Tenant be responsible for the gross negligence or willful misconduct of Landlord or its employees or agents. Tenant shall maintain public liability insurance including, without limitation, liquor liability coverage, insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of \$1,000,000 per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses.

**39. Insurance Requirements:** All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall identify Landlord as an additional insured there under, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least 30 days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

**40. Waiver of Liability:** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from any act, omission, or negligence of Tenant, employees, agents or contractors, or any other person claiming through Tenant. Notwithstanding the foregoing, nothing in this Lease shall waive or limit Landlord's liability for damages arising from Landlord's negligence, gross negligence, willful misconduct, or failure to perform its maintenance and repair obligations under this Lease.

**41. Third-Party Liability:** Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

**42. Landlord Insurance:** Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments there under shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

**43. Indemnification Fees and Costs:** In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as

applicable. Tenant shall not be responsible for claims, damages, or costs arising from Landlord's gross negligence, or willful misconduct.

**OTHER PROVISIONS**

**44. Destruction, or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

**a. Partial Destruction of the Premises:** In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph shall apply if Landlord determines that the partial destruction will not be repaired.

**b. Premises Untenable:** If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph shall apply.

**c. Condemnation:** If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

**d. Termination of Term:** Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

**45. Holdover:** Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to 150% of the Rent applicable to the month immediately preceding the holdover, and subject to all the terms and conditions of the Lease. In addition to any other remedy available to Landlord under this Lease or applicable law, Tenant shall be liable for all Landlord's actual damages arising out of Tenant's failure to timely vacate the Premises.

**46. Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 36.

**47. Guarantor:** In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantors") hereby absolutely guarantee Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. Guarantor shall be principally and primarily responsible for all obligations of Tenant, including without limitation the payment of Rent. If Tenant defaults in the performance of its obligations under the Lease, Guarantor(s) shall be jointly and severally liable for performance of said obligations. In the event of Default of this Lease, Landlord shall have the right to proceed against Guarantors without first proceeding against Tenant.

Guarantors Initials: \_\_\_\_\_

Guarantors Initials: \_\_\_\_\_

**48. Subordination/Estoppels/Attornment:** The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to cooperate with a lender or other party coming into title to the Property upon written request of Landlord.

**49. Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, C.R.S. § 13-40-101, *et seq.*; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning C.R.S. § 13-40-101, *et seq.* shall be delivered as provided by statute.

**50. Attorneys' Fees:** If Tenant or Landlord fails to perform any of its obligations under the Lease, or if a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

**51. Governing Law:** The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

**52. Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

**53. Captions:** The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

**54. Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

**55. Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

**56. Heirs, Assigns, Successors:** The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 16.

**57. Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.

**58. No Reservation of Option:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution an

**59. Corporate Authorization:** If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with such a resolution within 5 days of the execution of the Lease.

**60. Severability:** If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

**61. Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

**62. Other Applicable Laws:** Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

**63. ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

**64. Additional Provisions:** The Lease and the F&B Agreement attached as Exhibit A constitute the entire agreement between the parties. If there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease.

**THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.**

**TENANT: THE ROUGH LLC, A COLORADO LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_  
Its:

\_\_\_\_\_  
Date

**LANDLORD:**            **CITY OF RIFLE, A COLORADO HOME-RULE MUNICIPALITY**

\_\_\_\_\_

By: \_\_\_\_\_

Date

Its: \_\_\_\_\_

**GUARANTORS: TENANTS:**

\_\_\_\_\_  
\_\_\_\_\_, Individually                      Date

\_\_\_\_\_  
\_\_\_\_\_, Individually                      Date

**RIFLE CREEK GOLF COURSE  
FOOD AND BEVERAGE CONCESSIONAIRE AGREEMENT**

THIS FOOD AND BEVERAGE CONCESSIONAIRE AGREEMENT (the “Agreement”) is made and entered into on \_\_\_\_\_, 2026 by and between the **CITY OF RIFLE**, a Colorado home-rule municipality, with an address of P.O. Box 1908, Rifle, Colorado 81650 (the “City”), and **THE ROUGH LLC**, a Colorado limited liability company, with an address of 595 Prefontaine Ave., Rifle, Colorado 81650 (the “Concessionaire”). The City and the Concessionaire are also referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

**RECITALS**

A. The City owns and operates the Rifle Creek Golf Course (the “Golf Course”), a 18-hole golf course together with a clubhouse, restaurant, and other related improvements, facilities and equipment located at 3004 State Highway 325, Rifle, CO 81650 (the “Property”).

B. Contemporaneously with this Agreement, the Parties entered into a Commercial Lease (the “Lease”) for Concessionaire’s occupancy of that portion of the Property defined as the “Premises” in the Lease § 3 for use in Concessionaire’s management and operation of a restaurant within the Premises and its provision of concession services on the Property as authorized under the Lease and pursuant to this Agreement.

C. The Concessionaire desires to operate food and beverage concessions within the Premises and on the Property, and the City desires to engage Concessionaire for such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

**1. Incorporation of Recitals.** The Parties hereby incorporate the Recitals set forth above as though fully set forth and restated herein.

**2. Occupancy.** Concessionaire’s right to occupy the Premises under the Lease is dependent on performance of services as required by this Agreement. Any failure to perform or comply with the terms or conditions of this Agreement shall constitute a breach of the Lease, and conversely, any breach of the Lease shall constitute a breach of this Agreement.

**3. Use of Premises and Property, Services.** Concessionaire has the exclusive right to use the Premises for the purpose of operating a restaurant and providing food, beverage, including alcoholic beverages, and tobacco services for consumption within the Premises, the club house and on the Golf Course together with a license to use concession sheds or beverage cart(s) to provide such services on the Golf Course pursuant to the Lease and this Agreement. Without limiting the generality of the foregoing, Concessionaire’s services shall include the following:

a. Purchasing all inventory and supplies necessary for providing services under this Agreement including, without limitation, small appliances, dishes, glasses, silverware, pots, pans, utensils, and other items required to operate a successful restaurant.

b. Routine cleaning of food preparation, storage areas, dishware and cookware.

c. Supplying and laundering kitchen and banquet linen, employee uniforms, aprons, cleaning cloths, tablecloths, napkins, etc.

d. Installing, supplying, servicing, and maintaining vending machines.

e. Performing any and all other duties, responsibilities, or obligations provided for in this Agreement or the Lease.

**4. Effective Term and Payment of Fees:** Except as otherwise provided in this Agreement, the effective term of this Agreement shall coincide with the Term, and any renewal thereof, provided for in the Lease. Except as otherwise provided in this Agreement, Concessionaire's obligation to pay Rent or Additional Rent to the City is fully addressed in the Lease.

**5. Liquor License:** This Agreement is subject to Concessionaire obtaining and maintaining a valid liquor license to dispense alcoholic beverages at the Golf Course in compliance with the Colorado Liquor Code and other applicable law or regulation. This Agreement shall automatically terminate as a matter of law, should Concessionaire fail to obtain such a license, or if the Concessionaire's license is suspended, revoked, expires, or is otherwise terminated.

**6. Right To Use Premises:** The City may use outside food or beverage vendors for certain special events as mutually agreed by the Parties in writing. Concessionaire shall not schedule special events at the Premises without the City's confirmation that there are no conflicts with Golf Course events that have been previously scheduled.

**7. Hours Of Operation:**

a. Concessionaire shall operate the restaurant to provide food and beverage service at the Premises when the Golf Course is open, subject to the following:

i. On Monday, Tuesday, and Wednesday, and on any days on which tournament or league play is scheduled, Concessionaire shall open the restaurant and/or provide beverage service, grab-and-go food (cold sandwiches, hot dogs, etc.), and pre-packaged snacks 30 minutes before the first tee time, and shall remain open until the last patron is served, or as otherwise agreed to by the parties in writing. Hours of operation may be dependent on club play, weather, special events, etc.

ii. On Thursday, Friday, Saturday and Sunday, Concessionaire shall open the restaurant and/or provide full food and beverage service at 8:00 a.m., and shall remain open until the last patron is served, or as agreed to by the parties.

**b.** During the offseason, defined as any day that the Golf Course is not open during the months of November, December, January, February and March, Concessionaire may operate the restaurant to provide food and beverage service at the Premises as agreed to by the parties in writing.

**c.** Beverage cart services must be provided on Friday, Saturday and Sunday, and on any days on which tournament or league play is scheduled, on the golf course during the months of May, June, July, August, and September. Beverage cart services shall also be provided during offseason months, if the Golf Course is open, as agreed upon by the Parties. Concessionaire shall operate two beverage carts for beverage services during tournament or league play.

**d.** Hours of operation may be dependent on club play, weather, special events, etc.

**e.** Nothing herein shall be construed as prohibiting the Concessionaire from being open for other hours in addition to those listed above, as agreed upon by the Parties. Concessionaire may be closed when the golf facility is closed, such as for weather and designated holidays (currently Thanksgiving, Christmas Eve and Christmas Day). The Golf Course Manager shall notify the Concessionaire of unexpected closures as quickly as possible.

#### **8. Cleaning, Maintenance, Repair or Replacement:**

**a.** The City will provide restaurant facility space, fixtures, dining room tables and chairs, wall art, kitchen appliances including ice machine, fryer, flat top stove with oven, range with oven, grill top, walk-in freezer/refrigerator, beer key cooler, microwave, toaster, stainless steel prep tables and other refrigeration coolers, and one or more beverage carts (collectively "Equipment"). The City shall be responsible for repair, replacement, and maintenance of the Premises and the Equipment at its own expense, unless such cost is due to negligence or other acts by Concessionaire or its employees, and except as otherwise provided in this Agreement or the Lease.

**b.** The Concessionaire shall be responsible for maintenance, including painting and cleaning, of all kitchen, bar, and dining areas, walls and ceilings including light fixtures; washing interior and exterior windows and window coverings; cleaning and maintenance of floor coverings.

**c.** The Concessionaire shall be responsible for having the hood and grill exhaust systems cleaned two times per year by a reputable contractor and in accordance with manufacturer's specifications, and shall be responsible for cleaning the return air ventilation systems in the kitchen and the restaurant.

**d.** The Concessionaire shall be responsible for cleaning the grease interceptor once a year at its own expense. Concessionaire shall not discharge any grease into the building drains and must properly dispose of all grease. Concessionaire shall be responsible for all expenses resulting from its failure to fully comply with this requirement including, without limitation, cleaning, repairing or replacing any damaged portions of the buildings drainage system.

**e.** The parties may temporarily close the restaurant facility for cleaning, construction, or maintenance under a mutually agreed schedule.

f. Concessionaire has inspected all Equipment provided by the City, and recognizes and agrees that the Equipment operates as intended, there are no known defects, and that Concessionaire assumes exclusive possession and control of such Equipment during the Term.

**9. Cleanliness Guidelines:**

a. The Concessionaire will maintain, at all times, the kitchen, food preparation, dining and banquet areas, all Equipment, fixtures, paraphernalia, materials, utensils and other items there in, in a clean and sanitary manner in compliance with all applicable state and health department regulations. Concessionaire shall keep the Premises and concession facilities clear of broken glass, debris, and garbage.

b. Concessionaire shall comply with all applicable health laws, sanitation laws, or regulations and shall permit and facilitate inspection of the Premises by public health, sanitation, building, and fire authorities.

c. Concessionaire shall conduct daily inspections of the food service facilities for compliance with these cleanliness guidelines and applicable health and sanitation requirements, and shall immediately correct any deficiencies observed.

**10. Utilities:** As provided in the Lease, the City shall provide all utilities such as heating, cooling, electricity, water, sewer, and internet for the Premises.

**11. Trash Removal and Cleaning:** The City shall be responsible for the reasonable cost of trash removal, recyclable removal and for cleaning all interior and exterior portions of the building that are outside the boundaries of the Premises and that Concessionaire is not otherwise responsible for cleaning pursuant to this Agreement or the Lease. Nothing in this Paragraph shall diminish the Concessionaire's requirements set forth elsewhere in this Agreement, including Cleanliness requirements above.

**12. Parking Facilities:** The existing parking facility shall be open for use by Concessionaire and its customers; such right of use of the said parking facilities shall be non-exclusive. The City shall at its own expense maintain the parking facility, which shall include snow removal when necessary.

**13. Additional Facilities and Equipment:** Concessionaire shall have the right to install additional or replacement furniture, facilities and equipment with the consent of City. Unless the Parties agree otherwise, said furniture, facilities and equipment shall become the property of the City upon the termination of the Lease.

**14. Status of Employees.** The parties agree that all personnel required for the Concessionaire's performance of the services pursuant to this Agreement shall be employees or contractors of the Concessionaire and shall not, for any purpose, be deemed employees of the City. Concessionaire shall use reasonable care in the selection of such employees and contractors. It shall be Concessionaire's sole and exclusive responsibility to pay all salaries, wages, and other compensation and employee benefits, any taxes, including social security taxes, worker's compensation insurance, and unemployment insurance or other assessments related to such

employment for Concessionaire's personnel. Concessionaire shall fully comply with all applicable laws and regulations regarding employment of its personnel including, but not limited to, worker's compensation, social security, unemployment insurance, wages, working conditions, immigration and similar laws regarding employment and labor relations.

**15. Licenses and Permits:**

**a.** Concessionaire, at its own expense, shall secure any and all licenses and permits for food and beverage services, and for the purveyance of alcoholic beverages and tobacco products. Concessionaire agrees to maintain a valid liquor license to serve alcoholic beverages at the Premises and on the Golf Course pursuant to the Colorado Liquor Code and applicable regulations.

**b.** Concessionaire shall be responsible to obtain and maintain all required sales and other tax licenses, and timely remit all sales and other taxes due arising out of Concessionaire's use of the Premises and the Golf Course.

**16. Insurance:**

**a.** Concessionaire shall obtain and maintain, at all times during the duration of this Agreement, insurance in the kinds and amounts required in the Lease, or as detailed in this Agreement, at its own expense.

**i.** Concessionaire shall obtain insurance on their inventory, equipment, and all other personal property located on the Premises against the loss resulting from fire, theft, or other casualty.

**ii.** Concessionaire shall obtain Commercial General Liability Insurance and Liquor Legal Liability Insurance as provided in the Lease.

**iii.** Concessionaire shall procure and maintain worker's compensation coverage for its employees in compliance with applicable law.

**b.** All of Concessionaire's insurance policies shall name the City as an additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City 30 days prior written notice. The insurance shall be an insurance company approved to do business in the State of Colorado and a copy of the policy or a Certificate of Insurance shall be delivered to the City.

**17. Indemnification and Release:** In addition to the indemnification, waiver or release provisions of the Lease, the Concessionaire assumes the risk and shall fully indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, representatives, elected and appointed officials, and assigns from any and all liability, claims, demands, suits, damages, injuries, and causes of action of any kind or nature arising out of Concessionaire's acts or omissions pursuant to this Agreement. The City is not responsible for: wages, salaries, or benefits of any employee, representative, or agent of Concessionaire; any debts, liabilities, or any other

obligation of Concessionaire or for loss, theft, damage or other casualty of any of Concessionaire's equipment or property on or in the Premises.

**18. Events of Default.** Each of the following shall constitute an event of default ("Events of Default"):

**a.** Either party breaches any material covenant, term or provision of this Agreement or the Lease.

**b.** The Concessionaire files any petition in bankruptcy or for arrangement, reorganization, or other relief under the bankruptcy laws or under any federal or state laws relating to insolvency or creditors' rights generally; or shall make an assignment for the benefit of creditors; or, if such petition is filed against Concessionaire, such petition is not dismissed or discharged within 60 days; or if any receiver, trustee, conservator or similar officer takes over all or a significant portion of the Concessionaire's assets; or such assets are otherwise seized or attached pursuant to legal process and such seizure or attachment is not dismissed or discharged within 60 days.

**19. Remedies.** Upon the occurrence of any Event of Default by Concessionaire, the City may, in its sole discretion, terminate this Agreement and the Lease by giving 30 days prior written notice of termination to the Concessionaire, and in addition, pursue any remedy that may be available to it against Manager at law or in equity.

**20. Assignability.** This Agreement is personal to the Concessionaire, and Concessionaire may not assign its duties, obligations, rights, title or interest herein to another management firm, including parent or successor, without the City's prior written approval. Concessionaire may subcontract portions of its duties under this Agreement with the City's approval.

**21. Attorneys' Fees.** If either party resorts to litigation, arbitration, or any alternative dispute resolution process to enforce this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs arising out of or resulting from its enforcement of this Agreement.

**22. Representation.** The parties acknowledge and agree that each has entered into this Agreement with full knowledge and understanding of the terms and provisions hereof and that all questions pertinent hereto have been answered and are understood by each to the full satisfaction of each. Further, each party acknowledges that this Agreement is being entered into freely, voluntarily, and without coercion.

**23. Modification of Agreement.** No alteration or modification of this Agreement, including, but not limited to, any additional obligation assumed by either party, shall be effective unless such alteration or modification shall be in writing and signed by an authorized representative of each party.

**24. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado as to execution, interpretation and performance.

**25. Severability.** In the event that any portion of this Agreement should become or be declared invalid or unenforceable, such status or declaration shall not affect the remainder of the Agreement.

**26. Waiver.** No provision of this Agreement may be waived by either party unless the waiver is expressed in writing and duly signed by an authorized representative of each party. The waiver by any party of any term or condition shall not be deemed a waiver of any other term or condition nor a waiver of the right to seek redress for any breach of the same term or condition on any subsequent occasion.

**27. Colorado Governmental Immunity Act:** No provision of this Agreement waives or is intended to waive any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

**CITY: City of Rifle, a Colorado home-rule municipality**

\_\_\_\_\_  
By: **Patrick Waller** Date  
As: **City Manager**

**CONCESSIONAIRE: The Rough, LLC, a Colorado limited liability company**

\_\_\_\_\_  
By: Date  
As:



**Agenda Item #5.a.**

**Agenda Item Name:**

Consider Minutes of the March 4, 2026 Regular Meeting

**Presenter:**

Alexis Ramirez, City Clerk

**Item Description:**

Consider Minutes of the March 4, 2026 Regular Meeting

**Recommended Action:**

Move to approve the minutes of the March 4, 2026, 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 March 4, 2026, Regular Meeting

**Notification Requirements:**

N/A

**Prepared By:**

Alexis Ramirez, City Clerk

**Attachments:**

1. 03.04.2026 DRAFT Minutes



# RIFLE CITY COUNCIL

## REGULAR MEETING

March 4, 2026  
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 Clint Hostettler.

### Present at Roll Call:

Councilor Scott Marsh, Councilor Chris Bornholdt, Councilor Michael Clancy, Councilor Jonathan Rice, Councilor Karen Roberts, Councilor Alicia Gresley and Mayor Clint Hostettler.

Roll Call: Yes – Michael Clancy, Chris Bornholdt, Alicia Gresley, Scott Marsh, Clint Hostettler, Jonathan Rice, and Karen Roberts.

No – None.

### Others Present:

City Manager Patrick Waller, City Clerk Alexis Ramirez, Assistant City Attorney Wilton Anderson, Parks & Recreation Director Austin Rickstrew, Chief of Police Debra Funston, Lieutenant Mike Kuper, Community Development Director Zach Higgins, Procurement & Grant Reporting Manager Iris Trevisano, Garfield County Library Executive Director Jaimie LaRue, Highwater Farm Executive Director Becca Roberts, Middle Colorado Watershed Council Director Kate Collins, Post Independent Reporter Katherine Tomaneck, Brenda Cox and Deb Grissel.

### PUBLIC COMMENT

Public comments were heard from Garfield County Library Executive Director Jaimie LaRue and Deb Grissel.

### CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Minutes of the February 18, 2026 Regular Meeting
- B. Consider Liquor License Renewal for Kum & Go, LC dba Maverik 5031
- C. Consider Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill
- D. Consider Liquor License Renewal for Thai Chili Bistro, Inc dba Thai Chili Bistro
- E. Consider Approval of Purchase Order for Parachute Area Transit System for 2026
- F. Consider Approval of Bookcliff Arts Council GRIT Grant Request in the Amount of \$4,800
- G. Consider Approval of the New Ute Theater Society GRIT Grant Request in the Amount of \$3,800
- H. Consider Approval of the Middle Colorado Watershed Council GRIT Grant Request in the Amount of \$3,000
- I. Consider Approval of the Garfield County Public Library, Rifle Branch, GRIT Grant Request in the Amount of \$3,000
- J. Consider Amending Article 3 of Chapter 16 of the Rifle Municipal Code to Amend Building Height Standards - Ordinance No. 3, Series of 2026 (2nd Reading)
- K. Consider Amending Article 3 of Chapter 16 of the Rifle Municipal Code to Amend Lot Size Standards - Ordinance No. 4, Series of 2026 (2nd Reading)
- L. Consider Amending Article 3 of Chapter 16 of the Rifle Municipal Code to Amend Landscaping Standards - Ordinance No. 5, Series of 2026 (2nd Reading)
- M. Consider the 2026 Intergovernmental Agreement and Purchase Order Request for Mosquito Control with Garfield County
- N. Consider Letter of Support for Garfield County's Road 215 Reconstruction Project - CDS Application

Councilor Alicia Gresley moved to approve Consent Agenda Items A, B, C, D, E, F, G, H, I, J, K, L, M, and N; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Karen Roberts, Scott Marsh, Jonathan Rice, Alicia Gresley, Michael Clancy, Chris Bornholdt and Clint Hostettler.

No – None.

## **PRESENTATION**

### **Highwater Farms**

Executive Director Becca Roberts provided presentation on Highwater Farm. Highwater Farm is a non-profit, diversified vegetable farm established in 2020 that operates on a five-acre lease in the Silt River Preserve. The farm focuses on three core tenets: growing food, empowering youth, and fueling community. They produce about 35,000 pounds of diversified produce annually, distributing it through a Community Supported Agriculture (CSA) program serving approximately 120 families and currently have a partnership with Lift Up's Food Pantry Program. Highwater Farm has a youth job training program for teens between the ages of 14-17 years old, where they can learn life and agricultural skills. Over 50% of the teens involved in this program, have been participating since 2021, many from Rifle. Highwater Farm also fosters community gatherings through on-farm events such as movie nights, community lunches, fall brunches, and farm-to-table dinners. They rely on donations and volunteers to support their mission.

Comments were heard from Councilor Jonathan Rice.

Executive Director Highwater Farm Rebecca Roberts answered questions for Council.

## **REGULAR AGENDA**

### **Consider Appointment to the Parks and Recreation Advisory Board (PRAB)**

Parks & Recreation Director Austin Rickstrew presented a request to consider the appointment of Marisa Skajewski as an alternate member to the Parks and Recreation Advisory Board. Three applications were received – Tyler Davis, Lydia LaBelle de Rios and Marisa Skajewski. All applicants were interviewed and determined to be qualified. The PRAB board recommends Council's approval in appointing Marisa Skajewski, to fill in the vacant alternate seat on the Parks and Recreation Advisory Board.

Comments were heard from Councilor Michael Clancy and Mayor Clint Hostettler.

Parks & Recreation Director Austin Rickstrew answered questions for Council.

Councilor Michael Clancy moved to appoint Marisa Skajewski to fill the vacant alternate position on the Parks and Recreation Advisory Board; seconded by Councilor Chris Bornholdt.

Roll Call: Yes – Scott Marsh, Karen Roberts, Alicia Gresley, Chris Bornholdt, Michael Clancy, Jonathan Rice and Clint Hostettler.

No – None.

### **Consider Middle Colorado Watershed Council Request for Letters of Support**

#### **Letter of Support - Climate Smart Communities Initiatives Grant Application for Improvements to Rifle Creek in Deerfield Park**

Middle Colorado Watershed Council Director Kate Collins presented a request to consider a letter of support for the Climate Smart Communities Initiative grant application. The Middle Colorado Watershed Council (MCWC) is a nonprofit organization focused on improving the quality and quantity of water in the Colorado River watershed while also supporting regional wildfire mitigation and watershed resilience. The MCWC council works collaboratively with local governments, nonprofits, and community partners to implement restoration, education, and watershed protection projects. Recent efforts include river restoration and watershed improvement initiatives in partnership with the City of Rifle. Engineering and design work is underway for restoration at Centennial Park, while the Deerfield Park project seeks \$112,000 in grant funding through the Climate Smart Communities Initiative. Additional projects include the Grand Tunnel Ditch flume replacement, sediment control improvements on Government Creek, and broader watershed resilience work along Rifle Creek from Rifle Gap to the Colorado River.

Comments were heard from Councilor Michael Clancy and Councilor Alicia Gresley.

Middle Colorado Watershed Council Director Kate Collins answered questions for Council.

Councilor Alicia Gresley moved to approve the Letter of Support for Middle Colorado Council's Climate Smart Communities Initiatives grant; seconded by Councilor Karen Roberts.

Roll Call: Yes – Chris Bornholdt, Jonathan Rice, Alicia Gresley, Michael Clancy, Karen Roberts, Scott Marsh and Clint Hostettler.

No – None.

**Letter of Support - Colorado Healthy Rivers Grant Application for Sediment Control on Government Creek**

Middle Colorado Watershed Council Director Kate Collins presented a request to consider letter of support for the Colorado Healthy Rivers grant application for sediment control on government creek. The Government Creek Sediment Control Project focuses on reducing sediment entering Rifle Creek by implementing upstream improvements. The project includes installing heavy-duty sediment traps, conducting channel assessments, and developing restoration strategies to slow sediment flow and improve watershed health. Funding includes a \$10,000 grant from the Sonoran Institute, a pending \$20,000 Colorado Healthy Rivers grant, and potential additional support through Colorado River Collaborative flex funding.

Comments were heard from Councilor Michael Clancy and Councilor Alicia Gresley.

Director of the Middle Colorado Watershed Council Kate Collins answered questions for Council.

Councilor Alicia Gresley moved to approve the Letter of Support for Colorado Healthy Rivers; seconded by Councilor Scott Marsh.

Roll Call: Yes – Jonathan Rice, Karen Roberts, Scott Marsh, Michael Clancy, Chris Bornholdt Alicia Gresley and Clint Hostettler

No – None.

**Consider Purchase of Two 2025 Ford Police Interceptor Utility Patrol Vehicles**

Chief of Police Debra Funston and Procurement & Grant Reporting Manager Iris Trevisano presented request to consider the purchase of two 2025 Ford Police Interceptor utility patrol vehicles from Phil Long Ford of Denver. The vehicles are included in the City’s 2026 fiscal year budget for police fleet replacement. The purchase price for the two vehicles is \$104,000, with the total project cost estimated at \$180,000 once required equipment upfits are completed.

Councilor Scott Marsh moved to approve the purchase of two 2025 Ford Police Interceptor Utility patrol vehicles from Phil Long Ford Denver in the amount of \$104,000.00; seconded by Councilor Jonathan Rice.

Roll Call: Yes – Chris Bornholdt, Karen Roberts, Michael Clancy, Alicia Gresley, Scott Marsh Jonathan Rice and Clint Hostettler.

No – None.

**Report to City Manager**

Reports were heard from City Manager Patrick Waller, City Clerk Alexis Ramirez and Chief of Police Debra Funston.

**Comments from Mayor and Council**

Comments were heard from Councilor Jonathan Rice, Councilor Karen Roberts, Councilor Alicia Gresley, Councilor Michael Clancy, Councilor Scott Marsh, and Mayor Clint Hostettler.

**Adjournment**

Meeting adjourned at 8:12 p.m.

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Alexis Ramirez  
City Clerk

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Clint Hostettler  
Mayor



**Agenda Item #5.b.**

**Agenda Item Name:**

Consider Declaring Decommissioned Vehicles Surplus

**Presenter:**

Iris Trevisano, Procurement and Grant Reporting Manager

**Item Description:**

Authorization to declare decommissioned vehicles a surplus, to allow disposal by auction. Per Municipal Code Sec. 4-3-610

**Recommended Action:**

Move to approve the following City vehicles and equipment for designation as surplus: (Unit numbers) 558, 2060, 3034, 4V23, 4V28, and 5452

**Fiscal Impact:**

Recovery of funds initially used for purchasing de-commissioned vehicles; these vehicles would no longer be required to be carried on insurance.

**Operational Impact:**

Clears inventory and reduces overhead of maintenance responsibilities.

**Prior Board Motions:**

N/A

**Background Information:**

All vehicles and equipment have either become unused or unserviceable as new vehicles and equipment have been replaced.

**Executive Summary:**

The listed vehicles and equipment are simply surplus items to our fleet, and the city can recover the costs and money necessary to maintain them in the fleet by disposing of them by auction.

- Unit 558 (2001 Ford F150 XL) – from Wastewater.
- Unit 2060 (2001 Flink plow that didn't sell in the last auction)
- Unit 3034 (2004 Speed Trailer) – from PD
- Unit 4V23 (2021 Ford Interceptor) – from PD
- Unit 4V28 (2020 Ford Interceptor) – from PD
- Unit 5452 (1991 International Bus) – from Parks & Rec

If approved, Auction will be hosted on [govdeals.com](http://govdeals.com)

**Notification Requirements:**

N/A - the Auction will posted on the city website

**Prepared By:**

Iris Trevisano, Procurement and Grant Reporting Manager

**Attachments:**

1. Decommissioned - Spring 2026



# Fleet Report - Decommissioned

Fleet Name	Year	Make	Model	VIN #	License Plate	Description
T034 - SIDNE Trailer	2004	SIDNE	Trailer	1M9US11132D597041	034EUH	Speed Trailer
5452 - 1991 Internat'l Bus	1991	Int'l	Bluebird Passenger	1HVBBZ7N9MH307452	OHK850	Yellow 65 Pass. Bluebird Bus - Ski Bus From Rec
4V28 - 2020 Ford Interceptor	2020	Ford	Interceptor	1FM5K8ABXLGB84370	BJNC65	Police Cruiser, From PD
4V23 - 2021 Ford Interceptor	2021	Ford	Interceptor	1FM5K8AB8MGA42391	BJNC76	Patrol Interceptor
2060 [0585P] - 2001 FLINK - PLOW BLADE	2001	FLINK	SNOW PLOW			Plow Blade
0558 - 2001 Ford F150 XL	2001	Ford	F-150 XL	1FTPF18L11NB45389	558BAV	From Wastewater

Total Records: 6

3/10/2026



**Agenda Item #5.c.**

**Agenda Item Name:**

Consider Approval of Purchase Order for Garfield County Victims Response Team Services

**Presenter:**

Mike Kuper, Lieutenant

**Item Description:**

Purchase Order - 2026 VRT services invoice

**Recommended Action:**

Move to approve the purchase order for 2026 VRT services to the Garfield County Sheriff's Office for \$53,581.23.

**Fiscal Impact:**

\$54,000 was included in the budget for this item, the Sheriff's department invoiced Rifle PD - \$53,581.23

**Operational Impact:**

N/A

**Prior Board Motions:**

N/A

**Background Information:**

N/A

**Executive Summary:**

The Garfield Sheriff's Office Victim Response Team (VRT) fulfills a legislative requirement to provide victims of certain crimes with information and access to services. Each municipality in Garfield County contributes to the cost of the service based on their usage of the VRT. Rifle continues to be the most active user of the VRT service. The cost has increased from \$48,493.25 in 2025 to 53,581.23 in 2026. The increase was budgeted for in 2026.

**Notification Requirements:**

N/A

**Prepared By:**

Mike Kuper, Lieutenant

**Attachments:**

1. Purchase Order VRT 2026
2. VRT 2026 Invoice





**CITY OF RIFLE  
PURCHASE REQUEST**

1.	<b>Vendor Name</b>	NEW: W-9 attached <input type="checkbox"/>
	Garfield County Sheriff's Office	

2.	<b>Vendor Address</b>
	107 8th St. Glenwood Springs 81601

3.	<b>For the Purchase of (description)</b>
	Victims response Team Services 2026

4.	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>
	53581.23	53581.23	

5.	<b>Dept. Name</b>	<b>General Ledger Acct #</b>
	Police	100-4210-400-320

6.	<b>Type of Purchase</b>	
	<input type="checkbox"/>	Capital Construction
	<input type="checkbox"/>	Capital Construction – Change Order
	<input type="checkbox"/>	Capital Equipment
	<input type="checkbox"/>	Plant Equipment
	<input type="checkbox"/>	Materials, supplies, non-profession/technical services (includes computer/software maint.)
	<input checked="" type="checkbox"/>	Professional Services
	<input type="checkbox"/>	Utilities (includes equipment installation)
	<input type="checkbox"/>	Land, easements, ROW

7.	<b>Purchasing Process Required</b>	
	<input type="checkbox"/>	Cooperative Purchasing
	<input type="checkbox"/>	Open Market
	<input type="checkbox"/>	Comparative Pricing
	<input type="checkbox"/>	Request for Proposal (attach bid tab)
	<input type="checkbox"/>	Formal Bid (attach bid tab and advertisement)
	<input checked="" type="checkbox"/>	Single Source (attach an explanation)

8.	<b>Authorization Required</b>	
	<input type="checkbox"/>	City Manager
	<input type="checkbox"/>	City Council

9.	<b>Signatures</b>			
		<b>Position</b>	<b>Signature</b>	<b>Date</b>
		Department Director		
		City Manager		
	City Council Approval (meeting date)			
10.	<b>Purchase Order # assigned by Finance</b>	<i>[Signature]</i>	03-11-2026	

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

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

*Lou Vallario*  
Sheriff of Garfield County



107 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
Telephone: 970-945-0453  
Fax: 970-945-6430

July 22, 2025

Invoice: VRT 2026

Chief Debra Funston  
Rifle Police Department  
201 E. 18<sup>th</sup> St.  
Rifle, CO 81650

Pay Method	Amount Due
Annual	\$53,581.23
Due Date:	6/30/2026

Dear Chief Funston,

Please accept this as our official invoice for the 2026 Victim Response Team (VRT) position, total due from your agency in the amount of \$53,581.23.

If you have a payment preference other than annual- such as quarterly or monthly, please let me know and I can send an invoice according to your wishes.

Please remit your payment(s) to the Garfield County Sheriff's Office, at 107 8<sup>th</sup> Street, Glenwood Springs, CO 81601. Please call or email me if I may answer any questions for you.

Respectfully,

April Lund, Senior Administrator II  
**Garfield County Sheriff's Office**  
107 8<sup>th</sup> ST | Glenwood Springs | CO | 81601  
Ph: (970)945-0453 Ext:1024  
[alund@garcosheriff.com](mailto:alund@garcosheriff.com)

Percentage of VRT Cases by year

Salary & Benefits

Agency	2018	2019	2020	2021	2022	2023	2024	7 year average	Cost/Agency			
Rifle PD	40%	29%	37%	38%	42%	38%	41%	37.81%	\$50,496.59	520	41%	
Glenwood PD	32%	31%	26%	30%	37%	39%	30%	32.14%	\$44,021.97	383	30%	
Parachute PD	14%	21%	16%	15%	8%	7%	8%	12.74%	\$18,326.69	107	8%	
Carbondale PD	6%	6%	9%	10%	4%	6%	7%	6.87%	\$9,278.48	93	7%	
Silt PD	3%	7%	7%	4%	5%	5%	6%	5.26%	\$6,948.70	79	6%	
New Castle PD	4%	5%	5%	3%	4%	5%	6%	4.57%	\$5,865.08	80	6%	
									99.40%	1262	100%	
									<b>Total</b>	<b>\$134,937.51</b>		

Lexi Madrid Hourly Rate hours per year  
 \$38.94 2080

Annual wages Annual Benefits Total  
 \$80,995.20 \$54,457.03 \$135,452.23

Vehicle - Maintenance, Fuel & Mileage only

Percentage of VRT Cases by year

Vehicle & Upfitting

Agency	2018	2019	2020	2021	2022	2023	2024	7 year average	Cost per Agency
Rifle PD	40%	29%	37%	38%	42%	38%	41%	37.81%	\$3,084.64
Glenwood PD	32%	31%	26%	30%	37%	39%	30%	32.14%	\$2,689.13
Parachute PD	14%	21%	16%	15%	8%	7%	8%	12.74%	\$1,119.50
Carbondale PD	6%	6%	9%	10%	4%	6%	7%	6.87%	\$566.79
Silt PD	3%	7%	7%	4%	5%	5%	6%	5.26%	\$424.47
New Castle PD	4%	5%	5%	3%	4%	5%	6%	4.57%	\$358.27

Estimated by Vehcile Class as \$689.52/month

Total \$8,274.24



**Agenda Item #5.d.**

**Agenda Item Name:**

Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

**Presenter:**

Alexis Ramirez, City Clerk

**Item Description:**

Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

**Recommended Action:**

Move to approve the Liquor License Renewal application for Western Slope Investments dba Wing Nutz Bar and Grill

**Fiscal Impact:**

N/A

**Operational Impact:**

N/A

**Prior Board Motions:**

N/A

**Background Information:**

Western Slope Investments dba Wing Nutz Bar and Grill located at 2178 Railroad Ave, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application. The application is complete, and the appropriate fees have been paid.

**Executive Summary:**

N/A

**Notification Requirements:**

N/A

**Prepared By:**

Alexis Ramirez, City Clerk

**Attachments:**

1. REDACTED 2026 - Wing Nutz Bar & Grill Liquor License Renewal Application

DR 8400 (02/16/24)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

Submit to Local Licensing Authority

**WING NUTZ BAR AND GRILL**  
 PO BOX 586  
 New Castle CO 81647

**RECEIVED**

MAR 02 2026

City Clerk  
 City of Rifle

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$750.00</b>

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

### Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

- Paid by check  
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

WESTERN SLOPE INVESTMENTS

Doing Business As Name (DBA)

WING NUTZ BAR AND GRILL

Liquor License Number

License Type

	Hotel & Restaurant (city)
--	---------------------------

Sales Tax License Number

Expiration Date

Due Date

	04/11/2026	02/25/2026
--	------------	------------

#### Business Address

Street Address

Phone Number

2178 RAILROAD AVE	
-------------------	--

City, State, ZIP Code

Rifle CO 81650

#### Mailing Address

Street Address

City, State, ZIP Code

7

Email

Operating Manager

Date of Birth

--	--

**Home Address**

Street Address		Phone Number
City	State	ZIP Code
	CO	

1. Do you have legal possession of the premises at the street address?.....  Yes  No

Are the premises owned or rented?  Owned  Rented\*

\*If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?.....  Delivery  Takeout  Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....  Yes  No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....  Yes  No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....  Yes  No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?  Yes  No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?  Yes  No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?  Yes  No

If yes, attach a detailed explanation.

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business

[Empty text box for Name]

Title

[Empty text box for Title]

Signature

[Handwritten signature in text box]

Date (MM/DD/YY)

[Empty text box for Date]

**Report & Approval of City or County Licensing Authority**

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

**Therefore this application is approved.**

Local Licensing Authority For

[Empty text box for Authority Name]

Title

[Empty text box for Title]

Attest

[Empty text box for Attest]

Signature

[Empty text box for Signature]

Date (MM/DD/YY)

[Empty text box for Date]

DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

# Tax Check Authorization, Waiver, and Request to Release Information

I,

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Western Slope Investments Corp dba Wing Nutz Bar and Grill

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Western Slope Investments Corp. dba Wing Nutz Bar and Grill

Social Security Number/Tax Identification Number

[Empty box]

Home Phone Number

[Empty box]

Business/Work Phone Number

[Empty box]

Street Address

2172 Railroad Ave.

City

Kifle

State

CO

ZIP Code

81650

Printed name of person signing on behalf of the Applicant/Licensee

[Empty box]

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

[Signature]

[Empty box]

**Privacy Act Statement**

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

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**Agenda Item #5.e.**

**Agenda Item Name:**

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

**Presenter:**

Alexis Ramirez, City Clerk

**Item Description:**

Beer & Wine Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

**Recommended Action:**

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

**Fiscal Impact:**

None

**Operational Impact:**

None

**Prior Board Motions:**

None

**Background Information:**

Brenden Theatre Corporation dba Brenden Rifle 7 Theatres located at 250 W. 2nd Street, Rifle, CO has submitted an Entertainment Facility License Renewal Application.

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

**Executive Summary:**

None

**Notification Requirements:**

None

**Prepared By:**

Alexis Ramirez, City Clerk

**Attachments:**

1. REDACTED 2026 - Brenden Theaters Liquor License Renewal Application

DR 8400 (02/16/24)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

**RECEIVED**

Submit to Local Licensing Authority **FEB 27 2026**

City Clerk  
 City of Rifle

**BRENDEN RIFLE 7  
 THEATRES  
 250 WEST 2ND STREET  
 RIFLE CO 81650**

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$ 750</b>

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

### Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

**Note that the Division will not accept cash.**

- Paid by check
- Paid Online

Uploaded to MoveIt on Date

Licensee Name

BRENDEN THEATRE CORPORATION

Doing Business As Name (DBA)

BRENDEN RIFLE 7 THEATRES

Liquor License Number

License Type

Entertainment Facility License (City)

Sales Tax License Number

Expiration Date

Due Date

03/25/2026
02/08/2026

#### Business Address

Street Address

Phone Number

250 WEST 2ND STREET

City, State, ZIP Code

Rifle CO 81650

#### Mailing Address

Street Address

City, State, ZIP Code

Email

Operating Manager

Date of Birth

**Home Address**

Street Address		Phone Number
<input type="text"/>		<input type="text"/>
City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

1. Do you have legal possession of the premises at the street address?.....  Yes  No

Are the premises owned or rented?  Owned  Rented\*

\*If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?.....  Delivery  Takeout  Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....  Yes  No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....  Yes  No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....  Yes  No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?  Yes  No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?  Yes  No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?  Yes  No

If yes, attach a detailed explanation.

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business

[Empty text box for name]

Title

CFO

Signature [Handwritten Signature]

Date (MM/DD/YY)

[Empty text box for signature]

[Empty text box for date]

**Report & Approval of City or County Licensing Authority**

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

**Therefore this application is approved.**

Local Licensing Authority For

[Empty text box for authority name]

Title

[Empty text box for title]

Attest

[Empty text box for attest]

Signature

[Empty text box for signature]

Date (MM/DD/YY)

[Empty text box for date]

DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

### Tax Check Authorization, Waiver, and Request to Release Information

I,

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

BRENDEN THEATRE CORPORATION

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

BRENDEN THEATRE CORPORATION

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

Street Address

City

State

ZIP Code

Printed name of person signing on behalf of the Applicant/Licensee

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

**Privacy Act Statement**

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



**Agenda Item #7.a.**

**Agenda Item Name:**

Consider a Letter of Support for Colorado Energy Office CAMP Implementation Phase Grant

**Presenter:**

Emily Williams

**Item Description:**

Consider a letter of support for the Colorado Energy Office CAMP Implementation Phase Grant

**Recommended Action:**

Move to approve the letter of support for the Colorado Energy Office CAMP Implementation Phase Grant.

**Fiscal Impact:**

If the grant is awarded, the city would assume responsibility for the chargers after 10 years.

**Operational Impact:**

N/A

**Prior Board Motions:**

N/A

**Background Information:**

N/A

**Executive Summary:**

The City of Rifle has been approached by CLEER (Clean Energy Economy for the Region) and Colorado CarShare regarding participation in the proposed Western Slope EV Carshare program, which would establish electric vehicle (EV) carshare locations across Mesa and Garfield Counties, including potential sites in Carbondale, Glenwood Springs, Rifle, and Grand Junction. The program proposes approximately seven carshare sites with eight EVs total and is being submitted for funding through the Colorado Energy Office CAMP Implementation Phase Grant. City staff have reviewed the proposed program and met with CLEER staff to discuss the concept, operations, and potential impacts to the City, and staff believe the program appears feasible and are generally supportive of the concept as an additional transportation option for residents and visitors. The proposed Rifle location would be in the City-owned parking garage adjacent to City Hall and the Rifle Branch Library.

**Notification Requirements:**

N/A

**Prepared By:**

Austin Rickstrew, Parks & Recreation Director

**Attachments:**

1. Western Slope EV Carshare -- City of Rifle Council Presentation
2. CAMP EV Carshare Grant - City of Rifle Letter of Support

# Western Slope EV Carshare

## Project Overview & Letter of Support

March 18th, 2026

# Proposed Project Description

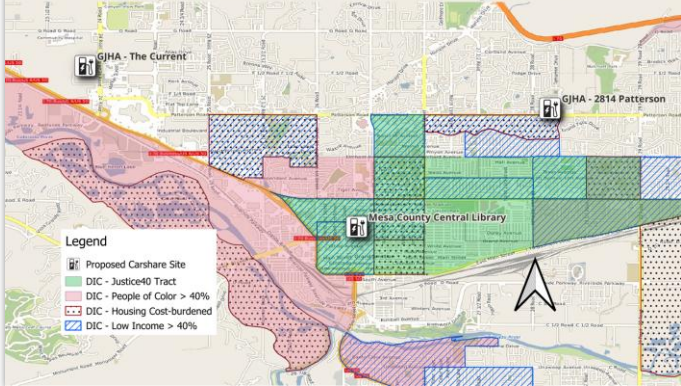
- Proposed Western Slope EV Carshare
- 7 sites across Mesa & Garfield County
  - Carbondale, Glenwood, Rifle, Grand Junction
  - 8 EVs total, 4 in each county
- Applying to the Colorado Energy Office [CAMP Implementation Phase Grant](#) with [Colorado Carshare](#) as the Lead Applicant & carshare service provider
- [CLEER](#) will be a partner & subrecipient of the grant, providing regional engagement & grant admin support



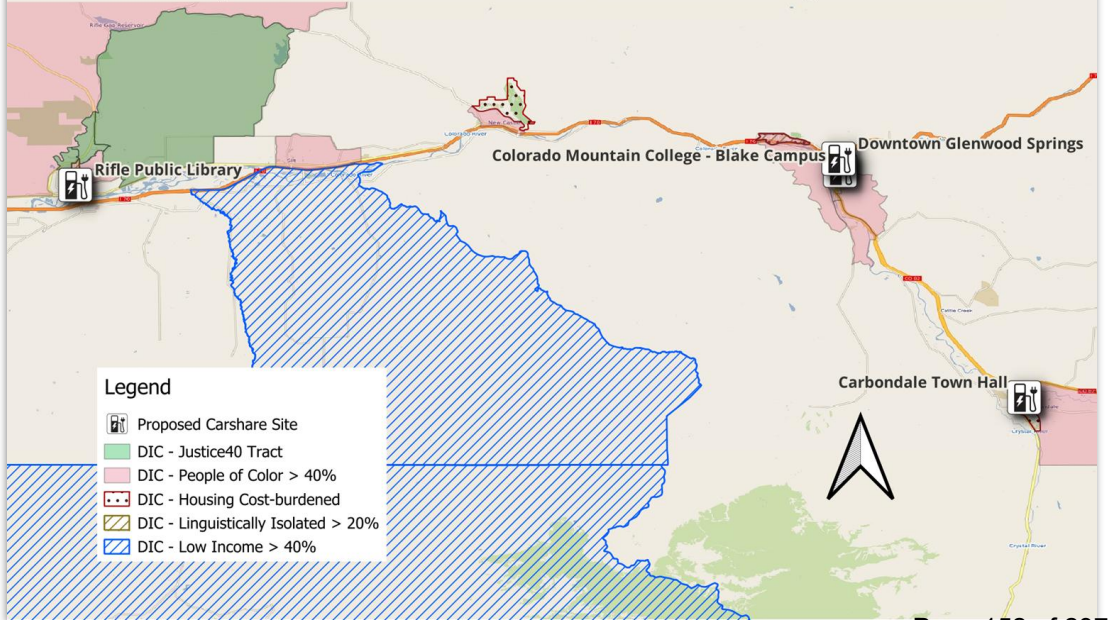
# Proposed Project Locations

EV Car share sites chosen for anticipated high Carshare demand.

## Western Slope EV Carshare Expansion Proposed Mesa County Sites

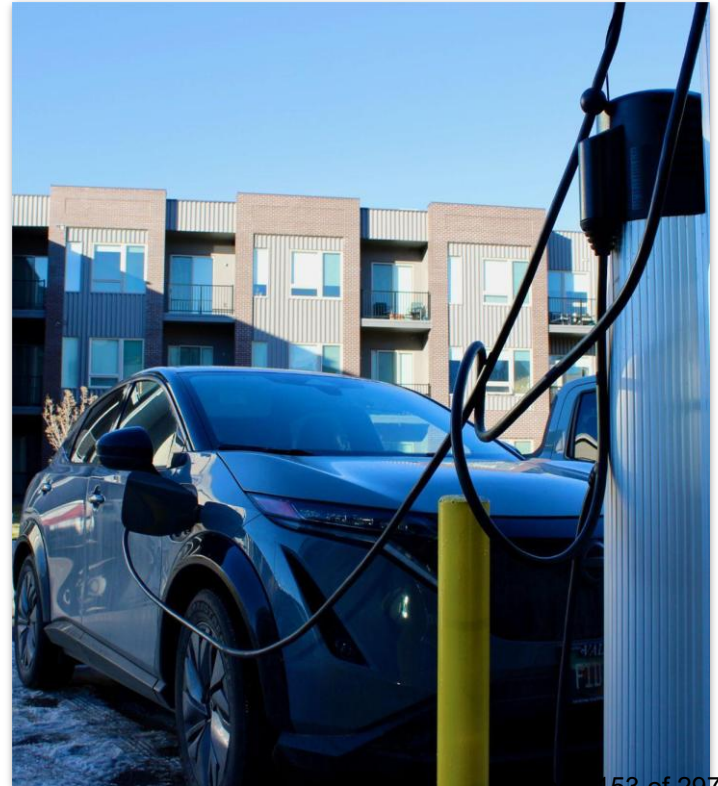


## Western Slope EV Carshare Expansion Proposed Garfield County Sites



# How Colorado Carshare Works

- Membership based (individuals or fleets)
- Reserve a EV for one hour, to multiple days
- Round trip EV reservations
- Subsidized rates for eligible low-income members, non-profits, students, etc.
- Colorado Carshare operates over 70 vehicles in its fleet, on the Front Range, allowing for member use throughout Colorado



# Project Benefits

Provides a new and affordable transportation option to residents & visitors.

Collectively, the sites will serve an estimated 5,500 residents within ¼-mile, including over 180 affordable housing units.

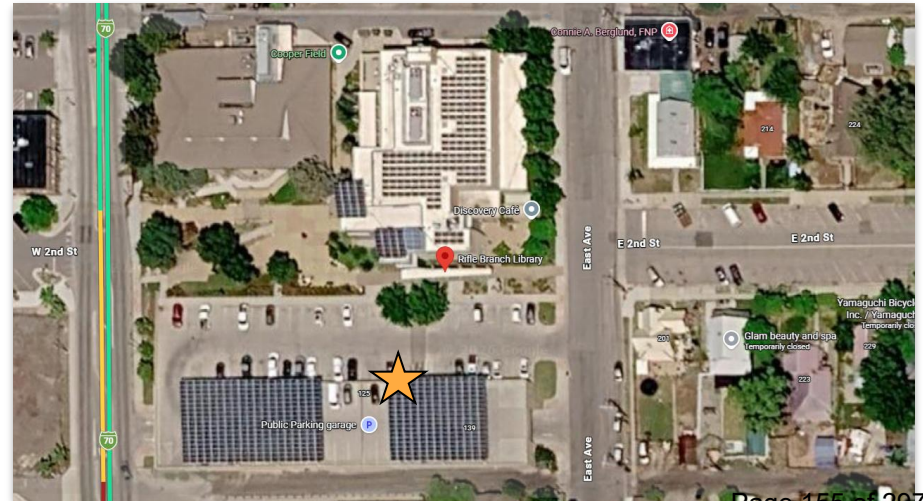
Regionally, the sites will serve approximately 100,000 residents across Garfield and Mesa Counties.



# Proposed Rifle Carshare Site Location

- Parking Garage outside of the City of Rifle Town Hall & Rifle Branch of the Garfield County Libraries.
  - Site owned, managed, and maintained by the City of Rifle.
  - Exceptionally easy install location, due to the proximity of the electrical infrastructure & plug-in.
- Site Address: 125 E 2nd St Rifle, Colorado 81650.

x3 parking spaces on the 1st floor of the garage, by the stairs



# Xcel Energy Support

- If awarded, Xcel Energy intends to commit to installing & owning one Level 2 dual-port EV charger.
  - This would include the upfront purchase and installation costs, as well as the ongoing maintenance, warranty, etc. costs.
  - No infrastructure upgrades are required.
  - x1 carshare & x1 public charging port.
  - *Electricity costs will either be covered by Xcel Energy, or written into the grant.*
- Xcel Energy would eventually transfer ownership of the chargers to the City or Library, but not for ~10 years.



# City of Rifle Request

- Commitment to host an EV car share site at the proposed site for the 3-year grant term
- No financial commitment anticipated until Xcel hands over ownership of charger
- Letter of support for the grant application



# Contact Us with Questions

- Dova Castaneda Zilly - Clean Mobility Program Manager
  - [dova@cleanenergyeconomy.net](mailto:dova@cleanenergyeconomy.net)
  - 970-510-3190
- Emily Williams - Education & Outreach Manager
  - [emily@cleanenergyeconomy.net](mailto:emily@cleanenergyeconomy.net)
  - 970-510-3176



**Thank you for considering!**



Date: March 18, 2026

CAMP Grant Proposal Review Staff  
c/o CEO CAMP Implementation Phase Grant

RE: Letter of Support for the Colorado Carshare's Western Slope EV Carshare.

Dear Review Committee Members,

On behalf of the City of Rifle, I express our strong support as a municipal partner to Colorado Carshare's proposal to expand EV carshare services to Colorado's Western Slope. As a rural, growing community, Rifle has many residents who rely heavily on personal vehicles to reach jobs, services, and destinations across the region. At the same time, many households face a high transportation burden, and public transit options are limited. Expanding access to shared vehicles can provide residents with additional mobility options while reducing financial barriers to vehicle ownership.

The Western Slope EV Carshare Expansion will provide residents with convenient, on-demand access to EVs for trips where walking, biking, or transit are not viable and when individuals may not have access to their own vehicle. This program will improve transportation access for community members, introduce more residents to electric mobility, and support broader regional efforts to expand clean transportation options. Specifically, the City of Rifle commits to:

- Hosting an EV carshare vehicle and EV charger at the City of Rifle-owned parking lot. Xcel Energy intends to cover the costs of installation and all ongoing costs of this charger.

- Coordinating with Colorado Carshare and other program partners to ensure adequate site access, signage, and public visibility for the EV carshare location
- Supporting community engagement and outreach efforts to promote awareness and use of the EV carshare program among Rifle residents and local businesses

The City of Rifle appreciates Colorado CarShare's efforts to expand transportation options in rural communities. We believe this program will help address transportation needs for residents while supporting the region's transition toward cleaner transportation technologies. We commend Colorado CarShare for proposing this expansion to the Western Slope and hope you will consider funding this meaningful effort.

Sincerely,

Clint Hostettler, Mayor  
City of Rifle



### Agenda Item #7.b.

**Agenda Item Name:**

Consider Approval of Purchase of a John Deere 444 P-Tier Wheel Loader for O&M

**Presenter:**

Iris Trevisano, Procurement and Grant Reporting Manager

**Item Description:**

Purchase of a 444 P-Tier Wheel Loader with level 3 trim

**Recommended Action:**

Move to approve the purchase of a John Deere 444 P-Tier Wheel Loader for the amount of \$168,753.29 from 4Rivers Equipment.

**Fiscal Impact:**

\$203,000 was budgeted for 2026. The loader and trim package is \$203,753.29 However we are trading in our 2014 Volvo for a trade in allowance of \$35,000 which brings the price to \$168,753.29

**Operational Impact:**

This new piece of equipment will replace the 2014 Volvo L60F The purchase aligns with our commitment to operational efficiency and effectiveness, equipment standardization, and resource optimization.

**Prior Board Motions:**

N/A

**Background Information:**

The Volvo loader is beginning to show its age, and signs of costly repairs are on the horizon. After speaking to various manufacturers, the 444P Tier has the ability to meet the needs of O&M for the next 10 -15 years. It equals and/or surpasses the current loader with features such as:

- Two and a half cubic yard bucket
- High traction differentials for snow removal and stripping material
- Auxiliary hydraulic connections for use with implements we already own
- Collision avoidance system

**Executive Summary:**

The Operation and Mantice Department seeks approval to purchase a John Deere 444 P-Tier Wheel Loader with a level 3 trim to replace an aging piece of equipment. The current loader is nearing the end of its useful life for daily operations and maintenance tasks. This Wheel Loader will address the needs of snow removal, water main breaks, emergency responses and simple day-to-day operations. This investment aligns with our commitment to operational efficiency and effectiveness, equipment standardization, and resource optimization.

Additionally, this new loader will have some important safety features, such as Advanced Vision and Object Detection Systems to assist the loader operator safely negotiate the work site. Furthermore, the new engine operates quietly and efficiently with low environmental impact.

In accordance with Section 4-3-50 (Cooperative Purchasing through Sourcewell – 4Rivers Equipment), the department has secured the John Deere 444 P-Tier Wheel Loader with a level 3 trim through a cooperative purchasing agreement at a price of \$168,753.29.

**Notification Requirements:**

N/A

**Prepared By:**

Iris Trevisano, Procurement and Grant Reporting Manager

**Attachments:**

1. City Of Rifle 444P Factory Quote
2. MW444PAU-444-P-Tier-Wheel loader Brochure
3. 444 Recommendation Memo
4. Purchase of a John Deere 444 P-Tier Wheel Loader MEMO
5. 4 Rivers Equipment PO Request JD 444 P\_rev1

**Prepared For**

CITY OF RIFLE  
1221 E CENTENNIAL PKWY  
RIFLE, CO 816504702  
MWALPOLE@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** 1596489

**Creation Date** 06-Feb-2026

**Expiration Date** 09-Mar-2026

**Prepared For**

CITY OF RIFLE  
1221 E CENTENNIAL PKWY  
RIFLE, CO 816504702  
MWALPOLE@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** 1596489

**Creation Date** 06-Feb-2026

**Expiration Date** 09-Mar-2026

**Customer Notes**

City of Rifle  
Rifle ,Colorado 81650  
Account #69942

**Quote Summary**

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
<b>444 P-Tier Wheel Loader</b>	<b>\$309,856.00</b>	<b>\$203,753.29</b>	<b>1</b>	<b>\$203,753.29</b>
Extended Warranty				
444 P, Powertrain And Hydraulics, 4000 Total Hours or 60 Total Months, 0 Deductible Date Quoted : 06-Feb-2026				

**Equipment Total** **\$203,753.29**

Trade In Summary	Extended
<b>2014 Volvo L60F</b>	<b>\$35,000.00</b>
Final Trade Allowance	\$35,000.00

Quote Summary	
Total Selling Price	\$203,753.29
Total Trade-In Allowance	(\$35,000.00)
Trade Difference	\$168,753.29
<b>Sub-total</b>	<b>\$168,753.29</b>
<b>Balance Due</b>	<b>\$168,753.29</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

## Selling Equipment

Quote # 1596489  
Customer CITY OF RIFLE

### 444 P-Tier Wheel Loader

QTY In Group : 1

Equipment Notes

Suggested List

Hours	---	\$309,856.00
Serial Number	---	Selling Price
Stock Number	---	\$203,753.29
PUK Parent Serial #		

### Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
6011DW	444 P-Tier Wheel Loader	1	\$231,179.00	\$231,179.00

### Base / Options

Code	Description	Qty	List Price	Adjusted Selling Price
0202	United States	1	\$0.00	\$0.00
0259	English English language for operator's manual and electronic content	1	\$0.00	\$0.00
0351	Translated Text Labels Vehicle labels translated to selected language	1	\$0.00	\$0.00
0400	Standard Loader	1	\$0.00	\$0.00
0451	Standard Z-BAR	1	\$0.00	\$0.00
0613	Level 3 Trim Includes: - Flat Black Exhaust - 145 Amp Alternator - 30 Amp Converter - LED Work and Drive Lights - Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension - Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port - Ride Control	1	\$8,890.00	\$8,890.00
0655	Level 2 Performance This Package is recommended for machines that will be used in unstable or unmaintained ground conditions.  Package includes: - Locking Front Differential - Locking Rear Differential - Auto Diff Lock - Throttle Lock - Wheel Spin Control - 4-Speed Powershift Transmission	1	\$4,960.00	\$4,960.00

0953	Advanced Vision System	1	\$5,256.00	\$5,256.00
<p>Two digital cameras are installed on the rearview mirror platforms to widen the field of view making the area beside the rear tires visible from the operator seat. These views, along with that of the rearview camera are integrated into a dedicated single display within the cab.</p> <p>* For night time operation it is highly recommended to equip the machine with the LED lighting package (See Trim Packages)</p>				
1102	Advanced Object Detection	1	\$2,530.00	\$2,530.00
<p>Includes an object detection system (radar) that provides audible alerts when objects are detected at the rear of the machine. Also includes dynamic reversal projected path lines.</p>				
1301	Left Side Steps	1	\$0.00	\$0.00
183E	JDLink™	1	\$0.00	\$0.00
<p>Includes integrated cab wiring harness, antenna, and JDLink™ Modem (MTG).</p> <p>JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.</p>				
2201	Less Payload Scale w/ Cycle Counter	1	\$126.00	\$126.00
<p>Models will be shipped payload scale ready. A payload scale whole good field kit may be added at a later time. Adding a payload scale requires installing hardware (harnesses, sensors) and software kit to enable full machine functionality.</p>				
4065	John Deere 4.5L - FT4/SV	1	\$15,473.00	\$15,473.00
<p>John Deere Powertech PSS 4.5L Meets FT4/EU Stage V Emissions</p>				
6522	Rear Counterweight & Rear Hitch w/ Pin	1	\$0.00	\$0.00
7026	Joystick Controls	1	\$0.00	\$0.00
<p>Provides a single lever (joystick) control for the boom and the bucket. Optional 3rd and 4th functions are controlled with proportional thumb rollers integrated in the joystick handle (if equipped for applicable models).</p>				
7054	Three Function Hydraulics	1	\$2,413.00	\$2,413.00
<p>Controls boom, bucket, and adds an auxiliary function (w/ boom lines).</p>				
5107	Michelin XHA2 - 17.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	1	\$17,348.00	\$17,348.00
5552	Standard Front Fenders	1	\$0.00	\$0.00
<p>Includes: - Standard width front fenders</p>				
7404	Hydraulic Coupler - Hi-Vis/ISO Pattern	1	\$7,970.00	\$7,970.00
7813	2.50 YD (1.90 CM) Enhanced Performance	1	\$9,155.00	\$9,155.00
<p>Bucket includes curved side cutters, integrated center section spill guard, and weld on skid shoes.</p>				
7458	Bolt-On Cutting Edge	1	\$1,052.00	\$1,052.00
7500	Less Fork Frame	1	\$0.00	\$0.00
7700	Less Tines	1	\$0.00	\$0.00

8295	Heated And Powered Exterior Mirrors	1	\$770.00	\$770.00
8500	Cold Weather Package	1	\$534.00	\$534.00
<p>This Package is recommended for machines that will spend extended periods of time working in colder environments</p> <p>Package includes:</p> <ul style="list-style-type: none"> <li>- Block Heater</li> <li>- Hydrau XR Hydraulic Oil (provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F))</li> </ul> <p>* Selection of this package will also require the machine to be equipped with option code 8295 (Heated and Powered Exterior Mirrors)</p>				
8522	Guards - Bottom	1	\$2,200.00	\$2,200.00
<b>Total Base / Options</b>			<b>\$309,856.00</b>	<b>\$309,856.00</b>

**Customer Discounts**

Description	Discount Amount
Customer Discount	(\$106,102.71)
<b>Total Discounts</b>	<b>(\$106,102.71)</b>

**Value Added Services**

Description	Qty	Agreed Price
Extended Warranty	1	
<b>Total Value Added Services</b>		<b>\$0.00</b>
<b>Selling Price Subtotal</b>		<b>\$203,753.29</b>
<b>Total Selling Price</b>	<b>\$309,856.00</b>	<b>\$203,753.29</b>

## Trade-Ins

### 2014 Volvo L60F

Trade-In Notes	- - -	
Serial Number	VCE0L60FH00061714	
Stock Number		
Hour Meter	4674.0	
<b>Description</b>		<b>Net Trade Value</b>
2014 Volvo L60F		\$35,000.00
Pay Off		\$0.00
<b>Total</b>		<b>\$35,000.00</b>





**Extended Warranty Proposal**

**PowerGard™ Protection Plan**

<b>444 P-Tier Wheel Loader</b> Date: 16-Feb-2026					
Machine/Use Information		Plan Description			
Manufacturer	JOHN DEERE	Plan Type	POWERGARD	Deductible	\$0.00
Equipment Type	4WD Loaders	Warranty Coverage	Powertrain And Hydraulics		
Model	444 P	Total Months	60		
Country	US	Total Hours	4000	Date Quoted	06-Feb-2026
<b>MFWD/Tracks N</b>					
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.					

<b>PowerGard Protection Proposal Prepared for:</b>	I have been offered this extended warranty and
_____	
Customer Name - Please Print	<input checked="" type="checkbox"/> I ACCEPT the PowerGard Protection
_____	<input type="checkbox"/> 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.

# 444 P-TIER WHEEL LOADER SPECIFICATIONS

# 444

# P

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.

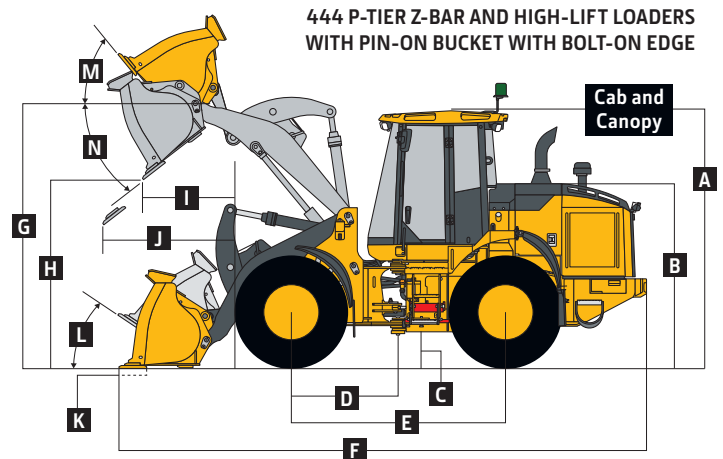
## Hydraulic System/Steering (continued) 444 P-TIER Z-BAR / HIGH-LIFT

Hydraulic Cycle Times	
Raise	5.8 sec.
Dump	1.4 sec.
Lower (power down)	4.0 sec.
Total	11.2 sec.

## Bucket Capacity Range

Bucket Type	
Pin-On	1.9 m <sup>3</sup> (2.5 cu. yd.)
Coupler	1.9–3.4 m <sup>3</sup> (2.5–4.5 cu. yd.)

## Dimensions and Specifications With Pin-On Bucket With Bolt-On Edge



444 P-TIER Z-BAR AND HIGH-LIFT LOADERS WITH PIN-ON BUCKET WITH BOLT-ON EDGE

	Z-Bar	High-Lift
<b>Dimensions With Bucket With Bolt-On Edge (illustration above right)</b>		
<b>A</b> Height to Top of Cab and Canopy	3.19 m (10 ft. 6 in.)	3.19 m (10 ft. 6 in.)
<b>B</b> Hood Height	2.24 m (7 ft. 4 in.)	2.24 m (7 ft. 4 in.)
<b>C</b> Ground Clearance	305 mm (12 in.)	305 mm (12 in.)
<b>D</b> Length From Centerline to Front Axle	1.38 m (4 ft. 6 in.)	1.38 m (4 ft. 6 in.)
<b>E</b> Wheelbase	2.76 m (9 ft. 1 in.)	2.76 m (9 ft. 1 in.)
<b>F</b> Overall Length, Bucket on Ground	6.93 m (22 ft. 9 in.)	7.32 m (24 ft. 0 in.)
<b>G</b> Height to Hinge Pin, Fully Raised	3.56 m (11 ft. 8 in.)	3.96 m (13 ft. 0 in.)
<b>H</b> Dump Clearance, 45 deg., Full Height	2.56 m (8 ft. 5 in.)	2.96 m (9 ft. 9 in.)
<b>I</b> Reach, 45-deg. Dump, Full Height	0.94 m (3 ft. 1 in.)	0.95 m (3 ft. 2 in.)
<b>J</b> Reach, 45-deg. Dump, 2.13-m (7 ft. 0 in.) Clearance	1.29 m (4 ft. 3 in.)	1.64 m (5 ft. 5 in.)
<b>K</b> Maximum Digging Depth	191 mm (7.5 in.)	250 mm (9.8 in.)
<b>L</b> Maximum Rollback at Ground Level	42 deg.	44 deg.
<b>M</b> Maximum Rollback, Boom Fully Raised	60 deg.	60 deg.
<b>N</b> Maximum Bucket Dump Angle, Fully Raised	48 deg.	45 deg.
Loader Clearance Circle, Bucket Carry Position	10.96 m (36 ft. 0 in.)	11.30 m (37 ft. 1 in.)
<b>Specifications With Bucket With Bolt-On Edge</b>		
Capacity, Heaped	1.9 m <sup>3</sup> (2.5 cu. yd.)	1.9 m <sup>3</sup> (2.5 cu. yd.)
Capacity, Struck	1.5 m <sup>3</sup> (2.0 cu. yd.)	1.5 m <sup>3</sup> (2.0 cu. yd.)
Bucket Weight With Bolt-On Cutting Edge	945 kg (2,082 lb.)	979 kg (2,158 lb.)
Bucket Width	2.55 m (8 ft. 4 in.)	2.55 m (8 ft. 4 in.)
Breakout Force	8841 kg (19,491 lb.)	8812 kg (19,428 lb.)
Tipping Load, Straight, No Tire Deflection	8884 kg (19,586 lb.)	7538 kg (16,618 lb.)
Tipping Load, Straight, With Tire Deflection	8400 kg (18,519 lb.)	7167 kg (15,801 lb.)
Tipping Load, 40-deg. Full Turn, No Tire Deflection	7732 kg (17,047 lb.)	6525 kg (14,386 lb.)
Tipping Load, 40-deg. Full Turn, With Tire Deflection	7149 kg (15,761 lb.)	6072 kg (13,386 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, No Tire Deflection (conforms to ISO 14397-1)*	3866 kg (8,523 lb.)	3263 kg (7,193 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, With Tire Deflection (conforms to ISO 14397-1)*	3575 kg (7,880 lb.)	3036 kg (6,693 lb.)
Operating Weight	11 709 kg (25,814 lb.)	11 846 kg (26,116 lb.)

Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PSS 4045 (EPA Final Tier 4/EU Stage V) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments.

\*Rated operating capacity based on Deere attachments only.



**TO:** IRIS TREVISANO  
**FROM:** COLTON SECARY  
**CC:** BRIAN PRUNTY  
**DATE:** MARCH 9, 2026  
**RE:** REPLACEMENT FOR VOLVO LOADER

---

Having heavy equipment in reliable, good working order is essential to our operation at City of Rifle, Operations and Maintenance department. Snow removal, water main breaks, emergency responses and simply day to day operations, these large machines must run as intended, every time. Our Volvo loader is beginning to show its age, and signs of costly repairs are on the horizon. It is my recommendation that this machine be replaced. I have talked to various manufacturers, given specs for what this replacement should look like, and received prices from competing vendors. The machine will conform to the following.

- Two and a half cubic yard bucket, with size and horsepower capable of motivating said load
- High traction differentials for snow removal and stripping material from our pit
- Auxiliary hydraulic connections for use with implements we already own
- Collision avoidance system

4 Rivers Equipment, vendors of John Deere, have submitted a quote for a 444 P loader. It meets my requirements and fits all our existing attachments. This is my recommendation. With a \$35,000 dollar trade in of our Volvo, they can furnish this machine for \$168,753.29. They have by far the best warranty, a large presence on the western slope and my experience with their machines has been nothing but positive. GL line will be 100-4310-400-741.

Colton Secary  
Operations and Maintenance Supervisor  
970-665-6476



## Procurement and Grant Reporting

### City of Rifle

202 Railroad Avenue, Rifle, CO 8165

970-665-6412



### MEMORANDUM

**TO:** Honorable Mayor Hostettler & City Council  
**CC:** Patrick Waller, City Manager, Brian Prunty Public Works Director and Colton Secary O & M Supervisor  
**FROM:** Iris Trevisano, Procurement and Grant Reporting  
**DATE:** March 18, 2026

**SUBJECT: Purchase of a John Deere 444 P-Tier Wheel Loader**

---

### Background

Operations and Maintenance Department budgeted for a Loader to replace an aging 2014 Volo Loader L60F. After extensive research with multiple vendors. The John Deere 444 P-Tier Wheel loader from 4 Rivers Equipment, best fits the needs for the department and the fiscal budget.

### Procurement

Under Section 4-3-50, Cooperative Purchasing through Sourcewell – 4Rivers Equipment we were able to secure a John Deere 444P Tier Wheel Loader

### Loader Details

- Extended Warranty-444 P, Powertrain and Hydraulics, 4000 Total Hours or 60 Total Months, 0 Deductible Date
- Level 3 Trim package
- Level 2 Performance package

Suggested list price	Selling Price	Trade-in Allowance	Extend price
\$309,856.00	\$203,753.29	\$35,000	\$168,753.29

### Staff Recommendation

After thorough discussion, staff recommends approval of the purchase of one John Deere 444 P-Tier Wheel loader. 4Rivers Equipment accept our trade-in of a 2014 Volo Loader L60F for an allowance of \$35,000. Which brings the purchase price to \$168,753.29

**Iris Trevisano**

**Procurement and Grant Reporting Manager**



**CITY OF RIFLE  
PURCHASE REQUEST**

<b>1.</b>	<b>Vendor Name</b>	NEW: W-9 attached <input type="checkbox"/>

<b>2.</b>	<b>Vendor Address</b>

<b>3.</b>	<b>For the Purchase of (description)</b>

<b>4.</b>	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>

<b>5.</b>	<b>Dept. Name</b>	<b>General Ledger Acct #</b>

<b>6.</b>	<b>Type of Purchase</b>
	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

<b>7.</b>	<b>Purchasing Process Required (Rifle Municipal Code sections for guidance)</b>		
	Cooperative Purchasing:	Sec 4-3-90	
	Open Market:	Sec. 4-3-40(c)	
	Comparative Pricing:	Sec. 4-3-40(d)	
	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	Sole Source:	Sec. 4-3-40(a)	(attach memo)

<b>8.</b>	<b>Authorization Required</b>	
	City Manager	
	City Council	

<b>9.</b>	<b>Signatures</b>		
	<b>Position</b>	<b>Signature</b>	<b>Date</b>
	Department Director		
	City Manager		
	City Council Approval (meeting date)		

<b>10.</b>	<b>Purchase Order # assigned by Finance</b>	
------------	---	--

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 #7.c.

**Agenda Item Name:**

Consider Adopting the Colorado Wildfire Resiliency Code by Reference - Ordinance No. 8 Series of 2026 (1st Reading)

**Presenter:**

Zach Higgins, Community Development Director

**Item Description:**

An Ordinance of the City of Rifle, Colorado, amending Chapter 18 of the Rifle Municipal Code to adopt by reference the Colorado Resiliency Code, 2025 Edition; providing penalties for violation of the provisions of this primary code; and providing for the effective date of this ordinance and the code adoption herein by reference. If approved, this will be the First Reading followed by the Public Hearing and Second Reading at the regularly scheduled City Council meeting on April 1st.

**Recommended Action:**

Move to adopt the Colorado Wildfire Resiliency Code by reference as presented - Ordinance No. 8, Series of 2026 on first reading as presented and order it to be published as required by Charter.

**Fiscal Impact:**

If adopted, City Staff will be required to track permits pulled within the CO WRC risk boundary to ensure compliance. For those areas within the risk zone outlined, fire resistive materials on exterior walls, roofs, and decking will need to be used which can add cost to construction.

**Operational Impact:**

If adopted, City Staff will be required to track permits pulled within the CO WRC risk boundary to ensure compliance. Many builders within the City of Rifle are using materials of the fire resistive nature, but one anticipated change would be the need for different decking materials like Trex.

**Prior Board Motions:**

N/A

**Background Information:**

A. Enabling Legislation

- Senate Bill 23-166 created the Wildfire Resiliency Code Board, responsible for adopting minimum construction and development standards in the Wildland–Urban Interface (WUI).
- The Code incorporates portions of the 2024 International WUI Code and adds new standards for building, maintenance, and wildfire risk mapping.
- Originally, local governments had 3 months to adopt the Code; SB25-142 extended this to 9 months after state adoption.
- Local governments in WUI areas must adopt codes that meet or exceed State standards.

- Enforcement can be done by the jurisdiction or a contracted third party.
  - Jurisdictions may request modifications, but since the Code establishes minimum standards, modifications must still meet or exceed the baseline.
- B. Fire Intensity Classifications
- Colorado will use a statewide wildfire hazard map assigning Low, Moderate, or High fire intensity classifications.
  - Requirements scale based on this classification:
  - Low: Must follow Class 1 structure hardening and defensible space standards.
  - Moderate & High: Must follow Class 2, which is more stringent.
  - Municipalities in moderate or high-intensity zones must enforce the strongest mitigation requirements.
- C. Statewide Concern and Local Authority
- While the enabling legislation does not state explicit preemption, other state statutes declare wildfire mitigation a matter of statewide concern.
  - This suggests the Code applies to all jurisdictions, including home-rule municipalities.
  - Language implies the State expects all WUI jurisdictions to comply, even though explicit override power is not directly stated.
- D. Failure to Adopt the Code
- Statute does not clearly define consequences if a municipality refuses to adopt the Code.
  - However, if a jurisdiction does not have enforcement mechanisms in place, it may request state assistance, and the State may carry out inspections and enforcement.
  - Costs for State-conducted inspections can be charged to the property owner.
  - It is unclear whether the State can take over broadly if a municipality fully fails to adopt the Code, but the law implies the State will ensure compliance on individual projects.
- E. Interaction with Other Code Requirements
- Adoption of the Wildfire Resiliency Code does not trigger the separate statutory requirement to update municipal energy efficiency building codes.
  - Energy code updates occur only when other building codes are updated by the municipality—not automatically through wildfire code adoption.
- F. Key Deadlines and Next Steps for City of Rifle
- Adoption Deadline: April 1, 2026 (nine months after the Code’s July 1, 2025 effective date).
  - Compliance Deadline: July 1, 2026 (three months after local adoption)

**Executive Summary:**

The adoption of this Colorado Wildfire Resiliency Code will raise the level of fire protection in the affected areas of the city. This will filter out to the other parts of the city, preventing or slowing fire spread in the case of a major fire condition.

Staff has reviewed the Wildfire Resiliency Code Mandate and believes enforcing only on properties that fall within the moderate zones as noted on the State's Wildfire Resiliency Code map allows for the vast majority of residents to not be affected by additional code requirements. These additional code requirements bring additional costs to construction.

Per the State's Draft Wildfire Resiliency Code Map, the City of Rifle contains areas that have no restrictions, Class 1 restrictions (low risk), and Class 2 restrictions (moderate risk).

Per the Wildfire Resiliency Code, a number of exceptions apply to properties within both Class 1 and Class 2 restriction zones that include:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.

3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior roof covering of an existing building, when less than 25 percent of the surface area of the exterior roof covering or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, non-habitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. Accessory structures and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing occupiable or habitable space.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

Based on an initial review by City Staff, the biggest differences that will need to be enforced in applicable zones include roofing materials, siding materials, building envelope construction, and defensible space.

**DEFENSIBLE SPACE.** An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

A "Ground Truthing" process exists for owners or representatives of owners of properties can verify with the State the existing conditions of fire risk on and around their site to verify their risk level. The full Wildfire Resiliency Code can be found at the link below for further review:

[https://drive.google.com/file/d/1bhSESWE9pei6MMsv52VeGtC\\_WBgD7bVA/view](https://drive.google.com/file/d/1bhSESWE9pei6MMsv52VeGtC_WBgD7bVA/view)

**Notification Requirements:**

Notice has been met.

**Prepared By:**

Zach Higgins, Community Development Director

**Attachments:**

1. 2025 - Colorado Wildfire Resiliency Code
2. SB23-166\_CO\_WRC
3. Ordinance No. 08-Wildfire Resiliency Code Adoption



**COLORADO**  
Wildfire  
Resiliency  
Code Board

**2025**

# Colorado Wildfire Resiliency Code

01 June 2025



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Department of Public Safety



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**CWRC Version 1.0**

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# Attributions

## ATTRIBUTIONS

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# Table of Contents

Chapter 1 - Scope and Administration.....	5
PART 1 GENERAL PROVISIONS.....	5
SECTION 101 SCOPE AND GENERAL REQUIREMENTS.....	5
SECTION 102—APPLICABILITY.....	7
PART 2—ADMINISTRATION AND ENFORCEMENT.....	9
SECTION 103—CODE COMPLIANCE AGENCY.....	9
SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL.....	9
SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS.....	13
SECTION 106—FEES.....	14
SECTION 107—STOP WORK ORDER.....	14
Chapter 2 - Definitions.....	15
SECTION 201 GENERAL.....	15
SECTION 202 DEFINITIONS.....	15
Chapter 3 - Wildfire Hazard Identification.....	19
SECTION 301 GENERAL.....	19
SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS.....	19
SECTION 303 MAPPING AND APPLICABILITY.....	19
SECTION 304 GROUND-TRUTHING.....	21
Chapter 4- Structure Hardening.....	23
SECTION 401 GENERAL.....	23
SECTION 402 BUILDING MATERIAL.....	23
SECTION 403 CLASS 1 STRUCTURE HARDENING.....	25
SECTION 404 CLASS 2 STRUCTURE HARDENING.....	26
Chapter 5- Site and Area Requirements.....	29
SECTION 501 GENERAL.....	29
SECTION 502 CLASS 1 REQUIREMENTS.....	29
SECTION 503 CLASS 2 REQUIREMENTS.....	30
Appendix A: PERMITS.....	33
Appendix B: CONSTRUCTION DOCUMENTS.....	36
Appendix C: INSPECTION AND ENFORCEMENT.....	38



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# Chapter 1 - Scope and Administration

## PART 1 GENERAL PROVISIONS

### SECTION 101 SCOPE AND GENERAL REQUIREMENTS

**101.1 Title.** These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by [NAME OF JURISDICTION], hereinafter referred to as “this code.”

**101.2 Scope.** The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

**101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted.

**101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes).** Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

**101.2.3 HUD Code Homes.** Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

**101.3 Purpose.** The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to



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provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

**101.4 Retroactivity.** The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

**Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

**101.5 Additions or alterations.** Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

**Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

**101.6 Roof coverings.** The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

**Exception:** Existing *roof coverings* that are compliant with Section 403.2.

**101.7 Exterior walls.** The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2



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and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

**Exception:** Existing exterior walls that are compliant with Section 404.3.

**101.8 Maintenance.** Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

## SECTION 102—APPLICABILITY

**102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

**102.2 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

**102.3 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

**102.4 Referenced codes and standards.** The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

**102.4.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

**102.4.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

**102.5 Subjects not regulated by this code.** Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

**102.6 Matters not provided for.** Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,



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which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

**102.7 Partial invalidity.** In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

**102.8 Existing conditions.** The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

**102.9 Historic structures.** A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

**Exception:** Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

**102.9.1 Historic preservation exemption.** The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

**102.10 Work exempt from permit under this code.** Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.



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Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

## PART 2—ADMINISTRATION AND ENFORCEMENT

### SECTION 103—CODE COMPLIANCE AGENCY

**103.1 Creation of agency.** The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

**103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

### SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

**104.1 Powers and duties of the code official.** The *code official* is hereby authorized to enforce the provisions of this code.

**104.2 Determination of compliance.** The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.



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Prevention & Control  
Department of Public Safety

**104.2.1 Technical assistance.** To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

**104.2.1.1 Costs.** A technical opinion and report shall be provided without charge to the jurisdiction.

**104.2.1.2 Preparer qualifications.** The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

**104.2.1.3 Content.** The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

**104.2.1.4 Tests.** Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

**104.2.2 Alternative materials, design and methods.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

**104.2.2.1 Approval authority.** An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

**104.2.2.2 Application and disposition.** Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

**104.2.2.3 Compliance with code intent.** An alternative material, design or method of construction shall comply with the intent of the provisions of this code.



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Division of Fire  
Prevention & Control  
Department of Public Safety

**104.2.2.4 Equivalency criteria.** An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

**104.2.2.5 Tests.** Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

**104.2.2.5.1 Fire tests.** Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

**104.2.2.6 Reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

**104.2.2.6.1 Evaluation reports.** Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official's* recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

**104.2.2.6.2 Other reports.** Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

**104.2.2.7 Peer review.** The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or



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**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

**104.2.3 Modifications.** Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

**104.3 Applications and permits.** The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

**104.4 Access to Property.** For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

**104.4.1 Authorization.** The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

**104.5 Identification.** The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

**104.6 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

**104.7 Official records.** The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

**104.7.1 Approvals.** A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

**104.7.2 Inspections.** The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.



**104.7.3 Code alternatives and modifications.** Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

**104.7.4 Tests.** The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

**104.7.5 Fees.** The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

**104.8 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

**104.8.1 Legal defense.** Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

**104.9 Approved materials and equipment.** Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

**104.9.1 Materials and equipment reuse.** Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

**104.10 Other agencies.** When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

## SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

**105.1 General.** The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

**105.2 Conformance.** Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.



**105.3 Temporary service utilities.** The *code official* is authorized to give permission to temporarily supply service utilities.

**105.4 Termination of approval.** The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

## SECTION 106—FEES

**106.1 General.** An AHJ has the authority to establish fees.

## SECTION 107—STOP WORK ORDER

**107.1 Authority.** Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

**107.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

**107.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

**107.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.



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Department of Public Safety



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Division of Fire  
Prevention & Control  
Department of Public Safety

## Chapter 2 - Definitions

### SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

**201.2 Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

### SECTION 202 DEFINITIONS

**ACCESSORY STRUCTURE.** A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

**AGRICULTURAL BUILDING.** A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

**APPROVED.** Acceptable to the *code official*.

**BUILDING.** Any structure intended for supporting or sheltering any occupancy.

**CLASS A TESTS.** Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

**CODE OFFICIAL.** The official designated by the jurisdiction to interpret and enforce this code, or the *code official's* authorized representative.

**DEFENSIBLE SPACE.** An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.



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Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

**EMBELLISHMENTS.** Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

**FIRE INTENSITY CLASSIFICATION.** The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

**FIRE-RESISTANCE-RATED CONSTRUCTION.** The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

**FIRE-RETARDANT-TREATED WOOD.** Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

**FLAME SPREAD INDEX.** A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

**FUEL MODIFICATION.** A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

**HABITABLE SPACE.** A space in a building for living, sleeping, eating or cooking.

**HEAVY TIMBER CONSTRUCTION.** As described in Section 602.4 of the 2024 *International Building Code*.

**HOME IGNITION ZONE.** Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**IGNITION-RESISTANT BUILDING MATERIAL.** A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.



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Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

**IGNITION-RESISTANT VEGETATION.** Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

**LOG WALL CONSTRUCTION.** A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

**MULTILAYERED GLAZED PANELS.** Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

**NONCOMBUSTIBLE.** As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.
2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.
3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

**OCCUPIABLE SPACE.** A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

**ROOF ASSEMBLY.** A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

**ROOF COVERING.** The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

**ROOF DECK.** The flat or sloped surface not including its supporting members or vertical supports.



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Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

**SLOPE.** The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

**STRUCTURE.** That which is built or constructed.

**STRUCTURE IGNITION ZONE.** Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**TREE CROWN.** The primary and secondary branches growing out from the main stem, together with twigs and foliage.

**WILDLAND-URBAN INTERFACE.** That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

# Chapter 3 - Wildfire Hazard Identification

## SECTION 301 GENERAL

**301.1 Scope.** The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

**301.2 Objective.** The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

## SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

**302.1 Declaration.** The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

## SECTION 303 MAPPING AND APPLICABILITY

**303.1 Mapping of Wildfire Hazard Areas.** Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

**303.1.1 Map.** This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

**303.1.2 Locally Developed Mapping.** The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

**303.2 Fire Intensity Classification.** *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

**303.2.1 Low Fire Intensity Classification.** *Low Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through



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Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

**Key Characteristics Include:**

1. **Fuels:** Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length:** Less than 2 feet.
3. **Rate of Spread:** Low, increasing with *slopes* over 20 percent.
4. **Spotting:** Very short-range spotting is possible under windy conditions.
5. **Terrain Influence:** More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty:** Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

**303.2.2 Moderate Fire Intensity Classification.** *Moderate Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

**Key Characteristics Include:**

1. **Fuels:** Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length:** Up to 8 feet.
3. **Rate of Spread:** Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting:** Short-range spotting is common.
5. **Terrain Influence:** Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty:** Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

**303.2.3 High Fire Intensity Classification.** *High Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

**Key Characteristics Include:**

1. **Fuels:** Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length:** Up to 30 feet or more.
3. **Rate of Spread:** Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting:** Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence:** *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty:** Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary.

These fires present significant danger to life, property, and responder safety.

**303.3 Applicability of Code Provisions.** The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

## SECTION 304 GROUND-TRUTHING

**304.1 Purpose.** This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property’s Wildfire Hazard or *fire intensity classification* as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

**304.2 Determination of Fire Intensity Classification and Code Requirements.** As determined by the *code official*, the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

**304.2.1** *Low Fire Intensity Classification* in accordance with Section 303.2.1

**304.2.2** *Moderate Fire Intensity Classification* in accordance with Section 303.2.2

**304.2.3** *High Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.



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Department of Public Safety



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# Chapter 4- Structure Hardening

## SECTION 401 GENERAL

**401.1 Scope.** Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

**Exceptions:**

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

## SECTION 402 BUILDING MATERIAL

**402.1 Building material.** Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

**402.2 Noncombustible material.** *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

**402.3 Fire-retardant-treated wood.** *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

**402.4 Ignition-resistant building material.** Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723



for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

**Exception:** Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

**402.4.1 Flame spread.** The material shall exhibit a *flame spread index* not exceeding 25.

**402.4.2 Flame front.** The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

**402.4.3 Weathering.** *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

**402.4.3.1 Evaluation requirements for weathering.** Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A “Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing” in ASTM D2898.

**402.4.3.2 Wood-plastic composite materials.** Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m<sup>2</sup> in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

**402.4.3.3 Plastic lumber materials.** Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m<sup>2</sup> in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.



## SECTION 403 CLASS 1 STRUCTURE HARDENING

**403.1 General.** Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

**403.2 Roofing.** Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

**403.2.1 Flame and ember protection of roofs.** For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

**403.2.2 Roof valley flashings.** Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

**403.3 Gutters and downspouts.** Gutters and downspouts shall be constructed of *noncombustible* material.

**403.4 Ventilation Openings.** Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

**403.4.1 Performance Requirements.** Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

**403.4.2 Prescriptive Requirements.** Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3 corrosion-resistant mesh with openings not to exceed 1/8-inch.



## SECTION 404 CLASS 2 STRUCTURE HARDENING

**404.1 General.** Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

**404.2 Protection of eaves.** Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or 3/4 inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, or 2- inch nominal dimension lumber.

**404.3 Exterior Walls.** Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber or log wall construction.*
4. *Noncombustible materials* complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. Ignition-resistant materials complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

### **Exceptions:**

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

**404.3.1 Exterior Wall Coverings.** Exterior wall coverings shall be limited to the following:

1. *Noncombustible materials.*
2. *Fire-retardant-treated wood.*
3. *Ignition-resistant building materials.*



**Exception:** Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

**404.3.2 Flashing.** A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

**404.4 Underfloor enclosure.** Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

**404.5 Decking.** Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

**Exception:** Composite decking material with a minimum of Class B rating

3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

**404.6 Appendages and Projections.** Appendages and projections shall be constructed in accordance with Section 404.3.

**404.7 Exterior Glazing.** Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

**404.8 Exterior Doors.** Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

**Exception:** Vehicle access doors.

**404.9 Vehicle Access Door Perimeter Gap.** Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and



non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

**404.10 Detached Accessory Structures.** Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

**404.10.1 Underfloor areas.** Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with 1/8-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

**Exception:** The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction*, *heavy timber construction*, *noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.



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# Chapter 5- Site and Area Requirements

## SECTION 501 GENERAL

**501.1 Scope.** The provisions of this chapter shall apply to parcels subject to this code.

**501.2 Reference.** As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

## SECTION 502 CLASS 1 REQUIREMENTS

### 502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

**502.1.1 Objective.** This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

**502.1.2 Materials.** Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

**Exception:** Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

**502.1.3 Plantings.** Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

**502.1.4 Trees.** There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

*Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

### 502.2 Site Signage

**502.2.1 Marking of roads.** *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

**502.2.2 Marking of fire protection equipment.** Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.



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**502.2.3 Address markers.** Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

### 502.3 Retaining Walls

**502.3.1 Retaining Walls.** Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

### 502.4 Fencing

**502.4.1 Fencing.** Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

**Exception:** Vinyl fencing. Vinyl fencing may be allowed.

## SECTION 503 CLASS 2 REQUIREMENTS

**503.1 General.** Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

### 503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

**503.2.1 Objective.** This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

**503.2.2 Dead Materials.** Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

**503.2.3 Fuels Accumulation.** Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

**503.2.4 Trees.** *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.



**503.2.4.1 Tree Spacing.** *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

**503.2.5 Shrubs.** Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

### **503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone**

**503.3.1 Objective.** This zone focuses on mitigation that keeps fire on the ground.

**503.3.2 Tree Spacing.** *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.



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# Appendix A: PERMITS

*The provisions of this appendix apply only when adopted by the governing body in the final ordinance.*

**A101.1 General.** Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

**A101.2 Permits required.** Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

**A101.3 Permit application.** To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

**A101.3.1 Preliminary inspection.** Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

**A101.3.2 Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that



the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**A101.4 Permit approval.** Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

**A101.5 Permit issuance.** The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

**A101.5.1 Refusal to issue a permit.** Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

**A101.6 Validity of permit.** The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

**A101.7 Expiration.** Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.



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**A101.8 Retention of permits.** Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

**A101.9 Revocation of permits.** Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.



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## Appendix B: CONSTRUCTION DOCUMENTS

*The provisions of this appendix apply only when adopted by the governing body in the final ordinance.*

**B101.1 General.** Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

**Exception:** Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

**B101.2 Information on plans and specifications.** Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

**B101.3 Site plan.** In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

**B101.3.1 Defensible Space Site Plans.** Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

**B101.5 Other data and substantiation.** Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

**B101.6 Retention of plans.** One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

**B101.7 Examination of documents.** The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.



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**B101.8 Amended construction documents.** Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

**B101.9 Previous approvals.** This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

**B101.10 Phased approval.** The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.



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# Appendix C: INSPECTION AND ENFORCEMENT

*The provisions of this appendix apply only when adopted by the governing body in the final ordinance.*

**C101.1 Inspection.** Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

**C101.1.1 General.** Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

**C101.1.2 Authority to inspect.** The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

**C101.1.2.1 Approved inspection agencies.** The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

**C101.1.2.2 Inspection requests.** It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

**C101.1.2.3 Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall



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either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

**C101.1.3 Reinspections.** To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

**C101.1.4 Testing.** Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

**C101.1.4.1 New, altered, extended or repaired installations.** New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

**C101.1.4.2 Apparatus, instruments, material and labor for tests.** Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

**C101.1.4.3 Reinspection and testing.** Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

**C101.2 Enforcement.** Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

**C101.2.1 Authorization to issue corrective orders and notices.** Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

**C101.2.2 Service of orders and notices.** Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the



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premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

**C101.3 Compliance with orders and notices.** Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

**C101.3.1 General compliance.** Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

**C101.3.2 Compliance with tags.** building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

**C101.3.3 Removal and destruction of signs and tags.** A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

**C101.3.4 Citations.** Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

**C101.3.5 Unsafe conditions.** Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

**C101.3.5.1 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

**C101.3.5.2 Notice.** Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or



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requires the unsafe structure to be demolished. Such notice shall require the person thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

**C101.3.5.2.1 Method of service.** Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner’s authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner’s authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner’s authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

**C101.3.5.3 Placarding.** Upon failure of the owner, the owner’s authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word “UNSAFE” and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

**C101.3.5.3.1 Placard removal.** The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

**C101.3.5.4 Abatement.** The owner, the owner’s authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

**C101.3.5.5 Summary abatement.** Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

**C101.3.5.6 Evacuation.** The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.



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**C101.3.6 Prosecution of violation.** If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

**C101.3.7 Violation penalties.** An AHJ has the authority to establish fees.

**C101.3.8 Abatement of violation.** In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.



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# An Act

SENATE BILL 23-166

BY SENATOR(S) Cutter and Exum, Buckner, Coleman, Fields, Gonzales, Hansen, Jaquez Lewis, Marchman, Moreno, Priola, Sullivan, Winter F., Fenberg;

also REPRESENTATIVE(S) Froelich and Velasco, Amabile, Bacon, Bird, Boesenecker, Brown, Dickson, English, Epps, Garcia, Gonzales-Gutierrez, Hamrick, Herod, Jodeh, Joseph, Kipp, Lindsay, McCormick, Michaelson Jenet, Ricks, Sirota, Snyder, Story, Titone, Valdez, Willford, Woodrow, McCluskie.

CONCERNING THE ESTABLISHMENT OF A WILDFIRE RESILIENCY CODE BOARD, AND, IN CONNECTION THEREWITH, REQUIRING THE WILDFIRE RESILIENCY CODE BOARD TO ADOPT MODEL CODES, REQUIRING GOVERNING BODIES WITH JURISDICTION IN AN AREA WITHIN THE WILDLAND-URBAN INTERFACE TO ADOPT CODES THAT MEET OR EXCEED THE STANDARDS SET FORTH IN THE MODEL CODES, AND MAKING AN APPROPRIATION.

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** In Colorado Revised Statutes, **add 24-33.5-1236 and 24-33.5-1237** as follows:

*Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.*

**24-33.5-1236. Wildfire resiliency code board - powers and duties - rules - cash fund - legislative declaration - definitions. (1) Legislative declaration. (a) THE GENERAL ASSEMBLY HEREBY FINDS AND DECLARES THAT:**

(I) COLORADO'S WILDFIRE RISK HAS CONTINUED TO INCREASE OVER THE YEARS AND MORE COMMUNITIES ARE AT RISK OF WILDFIRES;

(II) COLORADO WILDFIRES HAVE GROWN IN INTENSITY, FREQUENCY, AND DEVASTATION SINCE THE YEAR 2000;

(III) A COMBINED APPROACH OF STRUCTURE HARDENING AND REDUCING FIRE RISK IN THE DEFENSIBLE SPACE SURROUNDING STRUCTURES IS NECESSARY TO REDUCE THE RISK OF DAMAGE TO COLORADO COMMUNITIES FROM THE EFFECTS OF WILDFIRES. THIS RISK INCLUDES THE LOSS OF LIFE, HOMES, BUSINESSES, AND OTHER STRUCTURES AND THE LOSS OF JOBS AND ECONOMIC VITALITY. RISK EVALUATION IS BASED ON MANY FACTORS, INCLUDING PROXIMITY TO STRUCTURES. HARDENING STRUCTURES IS THE PROCESS OF MAKING STRUCTURES MORE RESILIENT TO IGNITION AND INVOLVES BEST PRACTICES TO PROTECT A STRUCTURE FROM THE RISK OF WILDFIRE AND TO PREVENT A STRUCTURE FIRE FROM STARTING A WILDFIRE.

(IV) BUILDING STRUCTURES, INCLUDING HOUSES, THAT ARE RESILIENT TO WILDFIRE RISK IS AS AFFORDABLE OR MORE AFFORDABLE THAN BUILDING NONRESILIENT STRUCTURES AND REDUCES STRUCTURE LOSS, THE FINANCIAL INVESTMENT REQUIRED TO REBUILD STRUCTURES, COST OF INSURANCE, AND PROBLEMS RELATED TO UNDERINSURANCE. IN LIGHT OF THESE FINANCIAL IMPLICATIONS, INCREASING HOUSING STOCK WITH WILDFIRE RESILIENT STRUCTURES INCREASES AND PROTECTS THE AFFORDABLE HOUSING STOCK.

(V) THE DIVISION AND THE COLORADO FIRE COMMISSION HAVE ENGAGED IN A STAKEHOLDER-DRIVEN STRATEGIC PLANNING EFFORT TO EVALUATE THE BEST APPROACH TO ENSURE THAT COLORADO'S COMMUNITIES, PROPERTIES, AND STRUCTURES ARE PROTECTED FROM THE EFFECTS OF WILDFIRES AND HAVE RECOMMENDED THE CREATION OF A WILDFIRE RESILIENCY CODE BOARD IN COLORADO; AND

(VI) ESTABLISHING A CODE BOARD WILL ALLOW THE STATE TO ADOPT AND ENFORCE BEST PRACTICE APPROACHES TO HARDENING

PAGE 2-SENATE BILL 23-166

STRUCTURES AND REDUCING FIRE RISK IN THE DEFENSIBLE SPACE SURROUNDING STRUCTURES THROUGHOUT COLORADO WHILE CONTINUING TO INVOLVE IMPACTED STAKEHOLDERS IN DECISION-MAKING CONCERNING WILDFIRE RESILIENCY CODES. AS ONE OF ITS FUNCTIONS, THE CODE BOARD WILL ENDEAVOR TO ESTABLISH A CONSISTENT STATE-LEVEL DEFINITION FOR THE WILDLAND-URBAN INTERFACE THAT CAN BE USED BY ALL APPLICABLE STATE AGENCIES.

(b) THEREFORE, THE GENERAL ASSEMBLY DECLARES THAT ESTABLISHING A WILDFIRE RESILIENCY CODE BOARD SERVES THE INTERESTS OF THE STATE AND LOCAL COMMUNITIES IN CONSTRUCTING SAFER AND MORE RESILIENT COMMUNITIES AND REDUCING RISK TO PEOPLE AND PROPERTY.

(2) **Board created.** THE WILDFIRE RESILIENCY CODE BOARD, REFERRED TO IN THIS SECTION AS THE "BOARD", IS CREATED IN THE DIVISION AS A **TYPE 2** ENTITY, AS DEFINED IN SECTION 24-1-105. EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (4)(b) OF THIS SECTION, THE BOARD EXERCISES ITS POWERS AND PERFORMS ITS DUTIES AND FUNCTIONS UNDER THE DIVISION AND THE EXECUTIVE DIRECTOR.

(3) **Membership.** (a) THE BOARD CONSISTS OF TWENTY-ONE VOTING MEMBERS WHO MUST BE RESIDENTS OF COLORADO, APPOINTED AS FOLLOWS:

(I) THREE MEMBERS REPRESENTING COLORADO BUILDING CODES PROFESSIONALS, INCLUDING:

(A) ONE REPRESENTING RURAL COMMUNITIES, APPOINTED BY THE SPEAKER OF THE HOUSE OF REPRESENTATIVES;

(B) ONE REPRESENTING URBAN COMMUNITIES, APPOINTED BY THE PRESIDENT OF THE SENATE; AND

(C) ONE ARCHITECT WITH EXPERIENCE USING WILDFIRE RESILIENCY CODES IN THE STATE WHO REPRESENTS A STATEWIDE ORGANIZATION FOR ARCHITECTS, APPOINTED BY THE EXECUTIVE DIRECTOR;

(II) THREE MEMBERS, TWO OF WHICH ARE EITHER A FIRE MARSHAL, FIRE CHIEF, OR FIRE ENGINEER AND ONE OF WHICH HAS SPECIALIZED EXPERTISE IN WILDLAND FIRE BEHAVIOR OR WILDFIRE MITIGATION SCIENCE AND STRATEGIES, EACH APPOINTED BY THE EXECUTIVE DIRECTOR;

(III) ONE MEMBER REPRESENTING A STATEWIDE ORGANIZATION FOR HOME BUILDING PROFESSIONALS, APPOINTED BY THE MINORITY LEADER OF THE SENATE;

(IV) ONE MEMBER REPRESENTING A STATEWIDE ORGANIZATION FOR COMMERCIAL BUILDING PROFESSIONALS, APPOINTED BY THE SPEAKER OF THE HOUSE OF REPRESENTATIVES;

(V) ONE MEMBER REPRESENTING COLORADO LAND USE OR COMMUNITY PLANNING PROFESSIONALS, APPOINTED BY THE EXECUTIVE DIRECTOR;

(VI) ONE MEMBER REPRESENTING HAZARD MITIGATION PROFESSIONALS, APPOINTED BY THE EXECUTIVE DIRECTOR;

(VII) SIX MEMBERS REPRESENTING COLORADO LOCAL GOVERNMENTS, INCLUDING:

(A) ONE MUNICIPAL REPRESENTATIVE REPRESENTING RURAL COMMUNITIES WHO IS APPOINTED BY THE MINORITY LEADER OF THE HOUSE OF REPRESENTATIVES, AND ONE COUNTY REPRESENTATIVE REPRESENTING RURAL COMMUNITIES WHO IS APPOINTED BY THE MINORITY LEADER OF THE SENATE;

(B) ONE MUNICIPAL REPRESENTATIVE REPRESENTING URBAN COMMUNITIES WHO IS APPOINTED BY THE SPEAKER OF THE HOUSE OF REPRESENTATIVES AND ONE COUNTY REPRESENTATIVE REPRESENTING URBAN COMMUNITIES WHO IS APPOINTED BY THE PRESIDENT OF THE SENATE; AND

(C) ONE MUNICIPAL AND ONE COUNTY REPRESENTATIVE REPRESENTING A MUNICIPALITY AND A COUNTY THAT, PRIOR TO SEPTEMBER 30, 2023, HAS ADOPTED A CODE THAT PROVIDES, MINIMALLY, FOR WILDFIRE RESILIENT STRUCTURES AND BEST PRACTICES, EACH APPOINTED BY THE EXECUTIVE DIRECTOR;

(VIII) ONE MEMBER REPRESENTING A STATEWIDE ASSOCIATION OF PROPERTY AND CASUALTY COMPANIES, APPOINTED BY THE MINORITY LEADER OF THE HOUSE OF REPRESENTATIVES;

(IX) ONE MEMBER REPRESENTING THE BUILDING TRADES, APPOINTED BY THE EXECUTIVE DIRECTOR;

(X) ONE MEMBER REPRESENTING A STATEWIDE ASSOCIATION OF NONPROFIT UTILITIES, APPOINTED BY THE PRESIDENT OF THE SENATE;

(XI) ONE MEMBER REPRESENTING AN INVESTOR-OWNED UTILITY, APPOINTED BY THE SPEAKER OF THE HOUSE OF REPRESENTATIVES; AND

(XII) ONE MEMBER REPRESENTING A NONPROFIT HOME BUILDER FOR AFFORDABLE HOME OWNERSHIP THAT SERVES POPULATIONS WITH INCOMES UNDER EIGHTY PERCENT OF AN AREA'S MEDIAN INCOME, APPOINTED BY THE EXECUTIVE DIRECTOR.

(b) THE BOARD INCLUDES THE FOLLOWING NONVOTING EX OFFICIO MEMBERS:

(I) THE DIRECTOR OR THE DIRECTOR'S DESIGNEE;

(II) THE STATE FORESTER OR THE STATE FORESTER'S DESIGNEE; AND

(III) THE DIRECTOR OF THE COLORADO RESILIENCY OFFICE CREATED IN SECTION 24-32-121 OR THE DIRECTOR'S DESIGNEE.

(c) INITIAL APPOINTMENTS MUST BE MADE NO LATER THAN SEPTEMBER 30, 2023. IN ADDITION TO THE REQUIREMENTS SET FORTH IN SUBSECTION (3)(a) OF THIS SECTION, AND NOTWITHSTANDING THE REQUIREMENTS SET FORTH IN SUBSECTION (3)(g) OF THIS SECTION, INDIVIDUALS INITIALLY APPOINTED TO THE BOARD MUST RESIDE OR WORK WITHIN AN AREA OF THE STATE THAT IS AT HIGH RISK FOR WILDFIRE AS DETERMINED WITH INPUT FROM THE COLORADO STATE FOREST SERVICE, AND SUBSEQUENTLY APPOINTED MEMBERS MUST RESIDE OR WORK IN AREAS OF THE STATE WITHIN THE WILDLAND-URBAN INTERFACE AS DEFINED BY THE BOARD PURSUANT TO SUBSECTION (4)(b)(I) OF THIS SECTION.

(d) THE TERM OF APPOINTMENTS FOR APPOINTED MEMBERS IS THREE YEARS; EXCEPT THAT THE TERMS SHALL BE STAGGERED SO THAT NO MORE THAN SEVEN MEMBERS' TERMS EXPIRE IN ONE YEAR. A MEMBER MAY BE REAPPOINTED FOR ONE ADDITIONAL TERM. IN THE EVENT OF A VACANCY, THE APPLICABLE PERSON AUTHORIZED TO APPOINT A MEMBER OR MEMBERS

AS SET FORTH IN SUBSECTION (3)(a) OF THIS SECTION FOR THE APPLICABLE POSITION THAT IS VACANT SHALL APPOINT A NEW MEMBER TO THE VACANT POSITION FOR THE REMAINDER OF THE UNEXPIRED TERM. A MEMBER APPOINTED TO FILL A VACANCY MUST MEET THE QUALIFICATIONS FOR THE VACANT POSITION.

(e) EACH MEMBER OF THE BOARD SERVES WITHOUT COMPENSATION BUT IS ENTITLED TO REIMBURSEMENT FROM THE WILDFIRE RESILIENCY CODE BOARD CASH FUND CREATED IN SUBSECTION (8) OF THIS SECTION FOR ACTUAL AND NECESSARY TRAVEL EXPENSES INCURRED IN THE PERFORMANCE OF THE MEMBER'S DUTIES AS A MEMBER OF THE BOARD.

(f) THE EXECUTIVE DIRECTOR SHALL APPOINT THE CHAIR OF THE BOARD.

(g) IN ADDITION TO THE REQUIREMENTS OF THIS SUBSECTION (3), WHEN MAKING APPOINTMENTS TO THE BOARD, REASONABLE EFFORTS MUST BE MADE TO APPOINT MEMBERS WHO REFLECT THE GEOGRAPHIC AND DEMOGRAPHIC DIVERSITY OF THE ENTIRE STATE.

**(4) Powers and duties.** (a) THE MISSION OF THE BOARD IS TO ENSURE THAT COLORADO COMMUNITIES ARE SAFER FROM AND MORE RESILIENT TO WILDFIRES BY REDUCING THE RISK TO PEOPLE AND PROPERTY THROUGH THE ADOPTION OF STATEWIDE CODES AND STANDARDS BASED ON BEST PRACTICE APPROACHES TO HARDENING STRUCTURES AND REDUCING FIRE RISK IN THE DEFENSIBLE SPACE SURROUNDING STRUCTURES IN THE WILDLAND-URBAN INTERFACE IN COLORADO.

(b) IN FURTHERANCE OF ITS MISSION, THE BOARD SHALL PROMULGATE RULES IN ACCORDANCE WITH ARTICLE 4 OF THIS TITLE 24 CONCERNING THE ADOPTION OF MINIMUM CODES AND STANDARDS FOR HARDENING STRUCTURES AND REDUCING FIRE RISK IN THE DEFENSIBLE SPACE SURROUNDING STRUCTURES IN THE WILDLAND-URBAN INTERFACE IN COLORADO. NOTWITHSTANDING SECTION 24-1-105 (1)(c) OR ANY OTHER LAW TO THE CONTRARY, THE RULES PROMULGATED BY THE BOARD ARE NOT SUBJECT TO APPROVAL OR MODIFICATION BY THE DIRECTOR OR THE EXECUTIVE DIRECTOR. AT A MINIMUM, THE RULES MUST:

(I) DEFINE THE WILDLAND-URBAN INTERFACE AND IDENTIFY THE AREAS OF COLORADO THAT ARE INCLUDED WITHIN IT; EXCEPT THAT,

NOTWITHSTANDING THE AREA THAT THE BOARD IDENTIFIES AS INCLUDED WITHIN THE WILDLAND-URBAN INTERFACE, ANY THIRTY-FIVE ACRE PARCEL WITH ONLY ONE RESIDENTIAL STRUCTURE ON IT THAT DOES NOT ABUT A RESIDENTIAL OR COMMERCIAL AREA IS EXEMPT FROM ADHERENCE TO THE CODES. IN DEFINING COLORADO'S WILDLAND-URBAN INTERFACE, THE BOARD MAY CONSIDER BEST PRACTICES INCLUDING BUT NOT LIMITED TO PRACTICES OF OTHER STATES AND THE FEDERAL GOVERNMENT; REGIONAL DIFFERENCES AND RISKS WITHIN THE STATE; ENVIRONMENTAL, HEALTH, AND SAFETY IMPACTS; ANY EXISTING DEFINITIONS OF THE TERM WILDLAND-URBAN INTERFACE; AND INDIVIDUAL RISK PROFILES IDENTIFIED BY THE COLORADO STATE FOREST SERVICE. THE DEFINITION OF THE WILDLAND-URBAN INTERFACE SHALL BE UPDATED ONCE EVERY THREE YEARS, AS THE BOARD DETERMINES MAY BE NECESSARY.

(II) ADOPT MINIMUM CODES AND STANDARDS, REFERRED TO IN THIS SECTION AS THE "CODES", THAT MUST:

(A) BE BASED ON BEST PRACTICES TO REDUCE THE RISK TO LIFE AND PROPERTY FROM THE EFFECTS OF WILDFIRES;

(B) TAKE INTO CONSIDERATION THE FISCAL IMPACTS OF ADOPTING SUCH CODES, INCLUDING BUT NOT LIMITED TO COST IMPACTS FOR CITIES, COUNTIES, AND PROPERTY OWNERS RELATED TO CONSTRUCTION COSTS, INSURANCE COVERAGE, AND REDUCTION OF RISK FOR DAMAGE OR LOSS OF STRUCTURES FROM FIRES, AND TAKE INTO CONSIDERATION REGIONAL RISK PROFILES WITHIN THE STATE, ENVIRONMENTAL IMPACTS, EXISTING MODEL CODES, REGIONAL DIFFERENCES IN AFFORDABILITY, DENSITY, AND EXISTING BUILDING AND PROPERTY MAINTENANCE CODES, AND HEALTH AND SAFETY IMPACTS;

(C) APPLY TO PERMITTING AND INSPECTIONS FOR NEW CONSTRUCTION OF STRUCTURES OR DEFENSIBLE SPACE AROUND STRUCTURES AND FOR NEW CONSTRUCTION FOR AN EXTERNAL ADDITION, ALTERATION, OR REPAIR TO A STRUCTURE OR THE DEFENSIBLE SPACE AROUND THE STRUCTURE IN ACCORDANCE WITH THIS SUBSECTION (4)(b)(II)(C). COMPLIANCE WITH THE CODES IS REQUIRED FOR PERMITS AND INSPECTIONS IN CONNECTION WITH INCREASING THE FOOTPRINT OF A STRUCTURE BY FIVE HUNDRED SQUARE FEET, INCLUDING ADDING ATTACHMENTS TO THE STRUCTURE. COMPLIANCE WITH THE CODES IS REQUIRED FOR PERMITS AND INSPECTIONS IN CONNECTION WITH AN ALTERATION OR REPAIR TO THE

EXTERIOR OF AN EXISTING STRUCTURE, OR AN ATTACHMENT TO IT, IF TWENTY-FIVE PERCENT OR MORE OF THE EXTERIOR OF THE STRUCTURE OR THE ATTACHMENT TO IT IS AFFECTED BY THE ALTERATION OR REPAIR. COMPLIANCE WITH THE CODES IS REQUIRED FOR THE ADDITION OF A WOODEN DECK TO A STRUCTURE. THE CODES SHALL NOT APPLY TO INTERIOR ALTERATIONS OF EXISTING STRUCTURES.

(D) BE INITIALLY ADOPTED BY THE BOARD NO LATER THAN JULY 1, 2025, AND REVIEWED BY THE BOARD EVERY THREE YEARS AND UPDATED OR SUPPLEMENTED AS THE BOARD DETERMINES MAY BE NECESSARY;

(III) IDENTIFY THE RANGE OF HAZARDS AND THE TYPES OF BUILDINGS, ENTITIES, AND DEFENSIBLE SPACE AROUND STRUCTURES WITHIN THE WILDLAND-URBAN INTERFACE TO WHICH THE CODES APPLY;

(IV) ESTABLISH THE PROCESS BY WHICH A GOVERNING BODY MAY PETITION THE BOARD FOR A MODIFICATION TO THE CODES IN ACCORDANCE WITH SECTION 24-33.5-1237 (3);

(V) ESTABLISH THE CRITERIA AND PROCESS FOR THE BOARD TO DENY OR GRANT AN APPEAL FROM A DECISION BY THE BOARD ON A PETITION FOR MODIFICATION MADE PURSUANT TO THE RULES ADOPTED IN ACCORDANCE WITH SUBSECTION (4)(b)(IV) OF THIS SECTION; AND

(VI) ESTABLISH CRITERIA AND PARAMETERS CONSISTENT WITH SECTIONS 24-65.1-105 AND 29-20-108 FOR EXPEDITED CONSIDERATION OR APPROVAL OF AN EXEMPTION FROM THE CODE FOR ACTIVITIES OR INVESTMENTS RELATED TO REPAIR, REPLACEMENT, OR HARDENING OF EXISTING UTILITY INFRASTRUCTURE PRIMARILY WITHIN EXISTING TRANSMISSION ROUTES THAT MITIGATE WILDFIRE RISK.

(c) IN ADDITION TO PROMULGATING THE RULES REQUIRED BY SUBSECTION (4)(b) OF THIS SECTION, THE BOARD SHALL:

(I) WHEN PROMULGATING RULES PURSUANT TO SUBSECTION (4)(b) OF THIS SECTION, COLLABORATE WITH:

(A) THE DIVISION OF INSURANCE CREATED IN SECTION 10-1-103 (1);

(B) THE DEPARTMENT OF LOCAL AFFAIRS; AND

(C) THE ENERGY CODE BOARD ESTABLISHED IN SECTION 24-38.5-401 (2);

(II) PURSUANT TO THE BOARD'S COLLABORATION WITH THE ENERGY CODE BOARD AS REQUIRED BY SUBSECTION (4)(c)(I)(C) OF THIS SECTION, THE BOARD SHALL WORK WITH THE ENERGY CODE BOARD TO IDENTIFY ANY CONFLICTS BETWEEN CODES DEVELOPED BY THE ENERGY CODE BOARD PURSUANT TO SECTION 24-38.5-401 (5) AND (6) AND RULES PROMULGATED BY THE BOARD AND MAKE BEST EFFORTS TO RESOLVE ANY CONFLICTS;

(III) CONSIDER OPPORTUNITIES TO INCENTIVIZE AND SUPPORT GOVERNING BODIES IN ADOPTING MORE STRINGENT CODES THAN THE CODES ADOPTED IN ACCORDANCE WITH SUBSECTION (4)(b)(II) OF THIS SECTION;

(IV) RECEIVE PETITIONS FOR MODIFICATION OF THE CODES AND STANDARDS SUBMITTED BY GOVERNING BODIES IN ACCORDANCE WITH SECTION 24-33.5-1237 (3) AND RULES ADOPTED BY THE BOARD PURSUANT TO SUBSECTION (4)(b) OF THIS SECTION; AND

(V) REVIEW APPEALS, CONDUCT HEARINGS, AND ISSUE DECISIONS IN ACCORDANCE WITH SECTION 24-33.5-1237 AND RULES ADOPTED BY THE BOARD PURSUANT TO SUBSECTION (4)(b) OF THIS SECTION.

(d) PROPERTIES WITH A CERTIFICATE OF OCCUPANCY ARE NOT REQUIRED TO BE IN COMPLIANCE WITH THE CODES PRIOR TO THE SALE OR TRANSFER OF A PROPERTY.

(e) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION AND IN SECTION 24-33.5-1237, THE BOARD IS NOT AUTHORIZED TO MAKE OR ADOPT LAND USE POLICIES.

(f) THE BOARD SHALL HOLD HEARINGS TO ALLOW FOR STATEWIDE PUBLIC INPUT AND SHALL PROACTIVELY SOLICIT PUBLIC FEEDBACK WHEN PROMULGATING RULES PURSUANT TO THIS SECTION.

(g) THE BOARD SHALL NOT APPROVE FINAL ADOPTION OF THE CODES, OR ANY UPDATES OR SUPPLEMENTS TO THE CODES PURSUANT TO SUBSECTION (4)(b) OF THIS SECTION, UNTIL AT LEAST THREE STATEWIDE PUBLIC HEARINGS HAVE BEEN HELD, INCLUDING AT LEAST ONE HEARING HELD IN A LOCATION WEST OF THE CONTINENTAL DIVIDE AND AT LEAST ONE HEARING

HELD IN A LOCATION EAST OF THE CONTINENTAL DIVIDE AND EITHER SOUTH OF EL PASO COUNTY'S SOUTHERN BOUNDARY OR EAST OF ARAPAHOE COUNTY'S EASTERN BOUNDARY. MEMBERS OF THE BOARD MAY PARTICIPATE ELECTRONICALLY AND THE BOARD SHALL ESTABLISH RULES TO PROVIDE FOR THE NECESSARY ELEMENTS FOR ELECTRONIC ATTENDANCE AT HEARINGS.

(5) **Staff support.** THE DIVISION AND THE COLORADO FIRE COMMISSION SHALL PROVIDE OFFICE SPACE, EQUIPMENT, AND STAFF SERVICES AS NECESSARY TO IMPLEMENT THIS SECTION. THE DIVISION SHALL PROVIDE ASSISTANCE TO THE BOARD IN MAINTAINING A PUBLICLY ACCESSIBLE WEBSITE THAT MUST CONTAIN CURRENT INFORMATION ON ACTIONS TAKEN BY THE BOARD AND CURRENT INFORMATION ABOUT THE CODES.

(6) **Reports.** (a) NOTWITHSTANDING SECTION 24-1-136 (11)(a)(I), ON OR BEFORE SEPTEMBER 30, 2024, AND ON OR BEFORE SEPTEMBER 30 EACH YEAR THEREAFTER, THE BOARD SHALL SUBMIT A WRITTEN REPORT TO THE WILDFIRE MATTERS REVIEW COMMITTEE CREATED IN SECTION 2-3-1602 AND THE DIRECTOR ON ITS ACTIVITIES, ACTIONS, AND RECOMMENDATIONS FOR IMPROVEMENT.

(b) THE REPORT REQUIRED BY SUBSECTION (6)(a) OF THIS SECTION MUST INCLUDE INFORMATION CONCERNING:

(I) DEFINITIONS ADOPTED BY THE BOARD;

(II) PERFORMANCE METRICS ADOPTED AND USED BY THE BOARD;  
AND

(III) COMPLIANCE WITH THE CODES ADOPTED BY THE BOARD,  
INCLUDING:

(A) A LIST OF GOVERNING BODIES THAT HAVE ADOPTED A CODE THAT MEETS THE MINIMUM STANDARDS SET FORTH IN THE CODES;

(B) A LIST OF GOVERNING BODIES THAT HAVE ADOPTED A CODE THAT EXCEEDS THE MINIMUM STANDARDS SET FORTH IN THE CODES;

(C) A LIST OF ANY GOVERNING BODIES THAT THE BOARD BELIEVES TO NOT BE IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN SECTION

24-33.5-1237 (2)(a);

(D) A LIST OF ANY GOVERNING BODIES THAT HAVE APPROVED MODIFICATIONS TO THE GOVERNING BODY'S CODE BY THE BOARD AND A DESCRIPTION OF THE APPROVED MODIFICATIONS; AND

(E) A LIST OF ANY GOVERNING BODIES THAT HAVE APPLIED TO THE BOARD FOR A MODIFICATION TO THE GOVERNING BODY'S CODE, A DESCRIPTION OF EACH PROPOSED MODIFICATION, AND THE STATUS OF THE APPEAL.

(7) **Gifts, grants, and donations.** THE BOARD MAY SEEK, ACCEPT, AND EXPEND GIFTS, GRANTS, OR DONATIONS FROM PRIVATE OR PUBLIC SOURCES FOR THE PURPOSES OF THIS SECTION AND SECTION 24-33.5-1237. THE BOARD SHALL TRANSMIT ALL MONEY RECEIVED THROUGH GIFTS, GRANTS, OR DONATIONS TO THE STATE TREASURER, WHO SHALL CREDIT THE MONEY TO THE WILDFIRE RESILIENCY CODE BOARD CASH FUND CREATED IN SUBSECTION (8) OF THIS SECTION.

(8) **Wildfire resiliency code board cash fund.** (a) THE WILDFIRE RESILIENCY CODE BOARD CASH FUND, REFERRED TO IN THIS SUBSECTION (8) AS THE "FUND", IS CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF MONEY TRANSFERRED TO THE FUND PURSUANT TO SUBSECTION (8)(d) OF THIS SECTION, MONEY CREDITED TO THE FUND PURSUANT TO THIS SECTION, MONEY CREDITED TO THE FUND PURSUANT TO SECTION 24-33.5-1237 (2)(d), AND ANY OTHER MONEY THAT THE GENERAL ASSEMBLY MAY APPROPRIATE OR TRANSFER TO THE FUND.

(b) THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE FUND TO THE FUND.

(c) SUBJECT TO ANNUAL APPROPRIATION BY THE GENERAL ASSEMBLY, THE DEPARTMENT MAY EXPEND MONEY FROM THE FUND FOR THE IMPLEMENTATION OF THIS SECTION AND OF SECTION 24-33.5-1237.

(d) ON JULY 1, 2023, THE STATE TREASURER SHALL TRANSFER TWO HUNDRED FIFTY THOUSAND DOLLARS FROM THE GENERAL FUND TO THE FUND.

(9) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES, "GOVERNING BODY" HAS THE SAME MEANING AS SET FORTH IN SECTION 24-33.5-1237 (1)(d).

**24-33.5-1237. Application of wildfire resiliency codes - enforcement - definitions.** (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "BOARD" MEANS THE WILDFIRE RESILIENCY CODE BOARD CREATED IN SECTION 24-33.5-1236 (2).

(b) "CODES" MEANS THE MINIMUM CODES AND STANDARDS ADOPTED BY THE BOARD PURSUANT TO SECTION 24-33.5-1236 (4)(b)(II).

(c) "CODE BOARD CASH FUND" MEANS THE WILDFIRE RESILIENCY CODE BOARD CASH FUND CREATED IN SECTION 24-33.5-1236 (8).

(d) "GOVERNING BODY" MEANS:

(I) THE CITY COUNCIL, TOWN COUNCIL, BOARD OF TRUSTEES, OR OTHER GOVERNING BODY OF A CITY, TOWN, OR CITY AND COUNTY;

(II) THE BOARD OF DIRECTORS OF A FIRE PROTECTION DISTRICT ORGANIZED PURSUANT TO PART 1 OF ARTICLE 1 OF TITLE 32;

(III) THE GOVERNING BODY OF AN IMPROVEMENT DISTRICT THAT PROVIDES FIRE PROTECTION SERVICES ORGANIZED PURSUANT TO PART 5 OF ARTICLE 20 OF TITLE 30; OR

(IV) THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO THE AREA WITHIN A COUNTY THAT IS OUTSIDE THE CORPORATE LIMITS OF A CITY OR TOWN AND OUTSIDE THE BOUNDARIES OF A FIRE PROTECTION DISTRICT.

(e) "WILDLAND-URBAN INTERFACE" HAS THE SAME MEANING AS SET FORTH BY THE BOARD IN ITS RULES PURSUANT TO SECTION 24-33.5-1236 (4)(b)(I).

(2) (a) A GOVERNING BODY WITH JURISDICTION IN AN AREA WITHIN THE WILDLAND-URBAN INTERFACE THAT HAS THE AUTHORITY TO ADOPT BUILDING CODES OR FIRE CODES SHALL ADOPT A CODE THAT MEETS OR

EXCEEDS THE MINIMUM STANDARDS SET FORTH IN THE CODES WITHIN THREE MONTHS OF THE BOARD ADOPTING THE CODES IN ACCORDANCE WITH SECTION 24-33.5-1236 (4)(b)(II)(D).

(b) ENFORCEMENT OF A CODE ADOPTED PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION SHALL BE IN ACCORDANCE WITH THE RULES AND REGULATIONS FOR CODE ENFORCEMENT BY THE GOVERNING BODY. THE PERIOD TO COMPLY WITH AN ADOPTED CODE SHALL BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE GOVERNING BODY OR WITHIN THREE MONTHS OF THE DATE THE CODE IS ADOPTED BY THE GOVERNING BODY, WHICHEVER IS SOONER.

(c) THE BOARD MAY REVIEW A GOVERNING BODY'S CODES ADOPTED PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION AND A GOVERNING BODY'S APPLICATION OF THE ADOPTED CODES TO DETERMINE COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION. GOVERNING BODIES SHALL COOPERATE WITH THE BOARD AND BE RESPONSIVE TO ANY REQUESTS FOR INFORMATION FROM THE BOARD MADE PURSUANT TO THE BOARD'S REVIEW SET FORTH IN THIS SUBSECTION (2)(c).

(d) NOTWITHSTANDING SUBSECTION (2)(b) OF THIS SECTION, IF A GOVERNING BODY DOES NOT HAVE RULES AND REGULATIONS IN PLACE FOR THE ENFORCEMENT OF A CODE ADOPTED PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION, THE GOVERNING BODY MAY REQUEST SUPPORT FROM THE DIVISION IN CONDUCTING INSPECTIONS AND ENFORCING THE CODE PURSUANT TO THE DIVISION'S PROCEDURES SET FORTH IN SECTION 24-33.5-1213; EXCEPT THAT ANY CIVIL PENALTY COLLECTED PURSUANT TO SECTION 24-33.5-1213 (4) SHALL BE DEPOSITED IN THE CODE BOARD CASH FUND. THE DIVISION MAY CHARGE A REASONABLE FEE TO THE PROPERTY OWNER FOR CONDUCTING INSPECTIONS AND ENFORCING THE CODE, AND MONEY FROM THE FEE SHALL BE DEPOSITED IN THE CODE BOARD CASH FUND.

(3) A GOVERNING BODY MAY PETITION THE BOARD FOR A MODIFICATION OF THE CODES WITHIN ITS JURISDICTION IN ACCORDANCE WITH PROCEDURES ADOPTED BY THE BOARD PURSUANT TO SECTION 24-33.5-1236 (4)(b)(IV). IF THE BOARD GRANTS THE PETITION FOR MODIFICATION, THE MODIFICATION APPLIES ONLY WITHIN THE JURISDICTION THAT IS GRANTED THE MODIFICATION. THE ORDER GRANTING THE PETITION FOR MODIFICATION MUST SPECIFY A DATE ON WHICH THE MODIFICATION EXPIRES, AND THE GOVERNING BODY MUST PETITION THE BOARD BEFORE THE

EXPIRATION DATE TO KEEP THE MODIFICATION IN EFFECT, OR THE BOARD AT ITS DISCRETION AND THROUGH ITS OWN ACTION MAY EXTEND THE MODIFICATION AND SPECIFY A NEW EXPIRATION DATE. A GOVERNING BODY MAY APPEAL A DENIAL OF A PETITION TO THE BOARD IN ACCORDANCE WITH PROCEDURES ADOPTED BY THE BOARD PURSUANT TO SECTION 24-33.5-1236 (4)(b)(V).

(4) THE PUBLIC UTILITIES COMMISSION CREATED IN SECTION 40-2-101 SHALL CONSIDER APPLICATION OF THE CODES WHEN CARRYING OUT THE PUBLIC UTILITIES LAW; CARRYING OUT AND IMPLEMENTING ITS POLICIES, PROCEDURES, AND DECISIONS; AND MEETING ANY REQUIREMENTS UNDER ITS JURISDICTION.

**SECTION 2.** In Colorado Revised Statutes, 24-75-402, **amend** (5)(yy) and (5)(zz); and **add** (5)(ccc) as follows:

**24-75-402. Cash funds - limit on uncommitted reserves - reduction in the amount of fees - exclusions - definitions.**  
(5) Notwithstanding any provision of this section to the contrary, the following cash funds are excluded from the limitations specified in this section:

(yy) The disability support fund created in section 24-30-2205.5 (1);  
**and**

(zz) The responsible gaming grant program cash fund created in section 44-30-1702 (8); **AND**

(ccc) **THE WILDFIRE RESILIENCY CODE BOARD CASH FUND CREATED IN SECTION 24-33.5-1236 (8).**

**SECTION 3. Appropriation.** (1) For the 2023-24 state fiscal year, \$9,302 is appropriated to the wildfire resiliency code board cash fund created in section 24-33.5-1236 (8)(a), C.R.S. This appropriation is from the general fund. The department of public safety is responsible for the accounting related to this appropriation.

(2) For the 2023-24 state fiscal year, \$9,302 is appropriated to the department of public safety. This appropriation is from reappropriated funds in the wildfire resiliency code board cash fund under subsection (1) of this

section. To implement this act, the department may use this appropriation as follows:

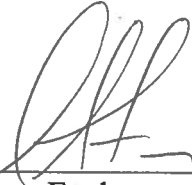
(a) \$1,589 for use by the division of fire prevention and control for the wildfire resiliency code board; and

(b) \$7,713 for use by the executive director's office for vehicle lease payments.

(3) For the 2023-24 state fiscal year, \$250,000 is appropriated to the department of public safety for use by the division of fire prevention and control. This appropriation is from the wildfire resiliency code board cash fund created in section 24-33.5-1236 (8)(a), C.R.S., and is based on an assumption that the division will require an additional 2.0 FTE. To implement this act, the division may use this appropriation for the wildfire resiliency code board.

**SECTION 4. Safety clause.** The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.



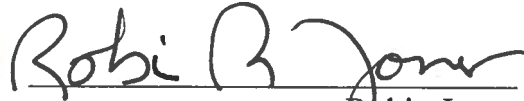
Steve Fenberg  
PRESIDENT OF  
THE SENATE



Julie McCluskie  
SPEAKER OF THE HOUSE  
OF REPRESENTATIVES

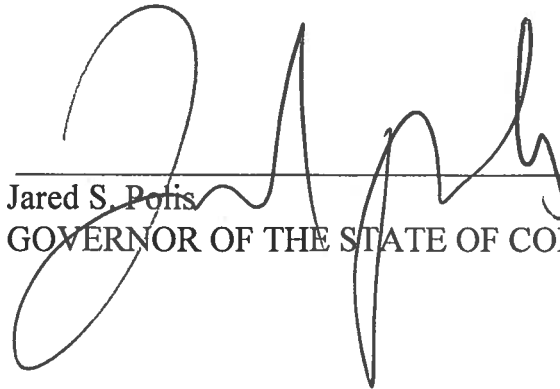


Cindi L. Markwell  
SECRETARY OF  
THE SENATE



Robi Jones  
CHIEF CLERK OF THE HOUSE  
OF REPRESENTATIVES

APPROVED Friday, May 12<sup>th</sup>, 2023 at 9:45 am  
(Date and Time)



Jared S. Polis  
GOVERNOR OF THE STATE OF COLORADO

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 08  
SERIES OF 2026**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING CHAPTER 18 OF THE RIFLE MUNICIPAL CODE TO ADOPT BY REFERENCE THE COLORADO WILDFIRE RESILIENCY CODE, 2025 EDITION; PROVIDING PENALTIES FOR VIOLATION OF THE PROVISIONS OF THIS PRIMARY CODE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE AND THE CODE ADOPTED HEREIN BY REFERENCE.

WHEREAS, Senate Bill 23-166 established a Wildfire Resiliency Code Board (the “Board”) tasked with promulgating regulations and developing minimum codes and standards to reduce fire risk around structures in the wildland-urban interface (“WUI”) of Colorado; and

WHEREAS, the Board recently published the Colorado Wildfire Resiliency Code (the “CWRC” or the “Code”) that went into effect on July 1, 2025 and establishes minimum standards for the construction and maintenance of habitable structures, while also setting criteria for assessing risk within WUI areas and mapping wildfire hazard areas; and

WHEREAS, Senate Bill 25-142 requires local governments to adopt a code that meets or exceeds the standards of the CWRC and ensures compliance with the Code’s standards no later than three months after the Board’s adoption of the CWRC; and

WHEREAS, pursuant to the authority vested in the City Council by Section 4.7 of the Rifle City Charter, the City Council desires to amend the Rifle Municipal Code in order to adopt by reference the Colorado Wildfire Resiliency Code, 2025 Edition, pursuant to the procedures set forth in C.R.S. §31-16-201, *et seq.*

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

Section 1. The foregoing recitals are incorporated as findings by the City Council.

Section 2. A new Article X of Chapter 18 of the Rifle Municipal Code is hereby enacted as follows, and the existing Articles X through XV shall be renumbered accordingly.

**ARTICLE X  
Colorado Wildfire Resiliency Code**

**18-10-10. Adoption by reference.**

Pursuant to the power and authority conferred by Section 31-16-201 et seq., C.R.S., there is adopted by reference thereto the *Colorado Wildfire Resiliency Code*, 2025 Edition, and the commentary and appendices thereto, promulgated and published by the Colorado Wildfire Resiliency Code Board in the Colorado Division of Fire Prevention and Control, 1697 Cole Blvd,

Unit 200, Lakewood, CO 80401, to have the same force and effect as if set forth herein in every particular. The purpose of this code is to enhance life safety and property protection in Colorado's Wildland Urban Interface (WUI) areas by mitigating the risks associated with wildland fires, specifically by preventing wildland fire from spreading into structures and preventing structure fires from spreading into wildland fuels.

**18-10-20. Copy on file.**

At least one (1) copy of the *Colorado Wildfire Resiliency Code*, 2025 Edition, and the commentary and appendices thereto, together with the ordinances codified in this Chapter, shall be kept on file in the office of the City Clerk or Building Official and may be inspected by any interested person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted. Copies of said code and appendices shall be available for sale to the public at a moderate price, as required by Section 31-16-206, C.R.S.

**18-10-30. Penalties.**

Section C101.3.4 in Appendix C of the adopted code, which contains a penalty clause, is amended to read as follows:

**Section C101.3.4. Violation penalties.** Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the code official shall be guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted, and upon a conviction of any violation, such person, firm or corporation shall be punished by a fine of not more than \$1,000. Any criminal offense under this section shall be one of strict liability.

Section 3. Pursuant to Section 31-16-203, C.R.S., as amended, a public notice shall be published twice in a newspaper of general circulation within the City, once at least fifteen (15) days preceding a public hearing, and once at least eight (8) days preceding the public hearing. The notice shall state the time and place of the hearing, shall state that copies of the primary code to be considered for adoption are on file with the City Clerk and are open to public inspection, shall contain a description deemed sufficient to give notice to interested persons of the purpose of the primary code, the subject matters of said code and the name and address of the agency by which it has been enacted. The public hearing on the adoption of this ordinance is hereby set for April 1, 2026.

Section 4. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect as of July 1, 2026.

INTRODUCED on March 18, 2026, 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 April 1, 2026 at a public hearing, passed without amendments, approved and ordered published in full as required by Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**Agenda Item #7.d.**

**Agenda Item Name:**

Consider Adopting Liquor Permitting Process for Festivals - Ordinance No. 9, Series of 2026 (1st Reading)

**Presenter:**

Alexis Ramirez, City Clerk

**Item Description:**

Liquor Festival Permitting Process & Regulations

**Recommended Action:**

Move to adopt liquor permitting process for festivals - Ordinance No. 9, Series of 2026 on first reading as presented and order it to be published as required by Charter.

**Fiscal Impact:**

Permit Application fee of \$200.00/each event and Temporary Sales Tax Revenue.

**Operational Impact:**

Applications will be reviewed and approved by Chief of Police and City Clerk.

**Prior Board Motions:**

N/A

**Background Information:**

Under Colorado law, a Festival Permit is required when an event involves the sale, service, or distribution of alcohol beverages by one or more active Colorado liquor licensees at a location other than their permanently licensed premises.

**When Is a Festival Permit Required?**

Pursuant to C.R.S. § 44-5-101(1)(j), the Colorado Liquor Enforcement Division (LED) may issue a Festival Permit to an eligible liquor licensee for the sale and service of alcohol beverages at a festival or similar event.

A Festival Permit is required when:

- Alcohol beverages will be sold, served, or distributed at a festival, fair, or similar event;
- The event is located outside the licensee's permanently licensed premises; and
- The alcohol service will be conducted by one or more active Colorado liquor licensees.

**Who May Apply?**

In accordance with C.R.S. § 44-5-101(1)(j) and applicable Liquor Enforcement Division Rules (1 CCR 203-2), applicants must:

- Hold an active Colorado liquor license in good standing;
- Be properly registered and in good standing with the Colorado Secretary of State, if applicable;
- Obtain approval from the local licensing authority in the jurisdiction where the event will occur.

**Executive Summary:**

Implementing a dual permitting process between the local liquor authority and state liquor authority will ensure a consistent application process, fees, and outline festival regulations.

**Notification Requirements:**

N/A

**Prepared By:**

Alexis Ramirez, City Clerk

**Attachments:**

1. Ordinance No. 9, Series of 2026 - Festival Liquor Permits

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 9  
SERIES OF 2026**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
ARTICLE V OF CHAPTER 6, LIQUOR LICENSES, BY ENACTING SECTION  
6-5-125 OF THE RIFLE MUNICIPAL CODE PERTAINING TO THE PROCESS  
OF ISSUING FESTIVAL PERMITS

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

WHEREAS, Article V of Chapter 6 of the Rifle Municipal Code (the “RMC”), establishes the licensing proceedings for liquor licenses in the City of Rifle; and

WHEREAS, the Colorado General Assembly enacted SB 21-082 authorizing certain alcohol beverage licenses to file an alcohol beverage festival permit application with the state licensing authority; and

WHEREAS, Section 44-3-404 C.R.S, authorizes the local licensing authority to create a local permit for alcohol beverage festivals; and

WHEREAS, the City Council wishes to implement a local permit for alcohol beverage festivals and it desires to enact Section 6-5-125 of the Rifle Municipal Code accordingly.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Section 6-5-125 of the RMC is hereby enacted as follows:

**Sec. 6-5-125. - Festival permit application.**

A person authorized by state statute to apply for a festival permit must also obtain a festival permit from the City as authorized by Section 44-3-404 C.R.S before holding a festival in the City. The festival permit requirements are as follows:

(a) Applicants must specify the licensed premises where the festival will be held and the date of the festival.

(b) Applications must include information such as copies of the current liquor licenses, completed applicant questionnaires, diagrams, operation plan, possession documents and other documents or information as required by the local licensing authority necessary to review the application.

- (c) Applicants must file a complete festival permit application with the local licensing authority and include the local fee at least 60 days before the festival is to be held.
- (d) The local licensing authority may deny a festival permit or supplemental application for any of the following reasons:
- (1) The location where the festival is to be held is unsuitable due to time and proximity of other inhabitants of the area that would be adversely impacted; or
  - (2) The record, reputation, and character of the applicant, other associated parties and venue associated with the event are not acceptable to the authority; or
  - (3) If the issuance of the permit would be injurious to the public welfare because of the nature of the festival or its location; or
  - (4) The filing of an incomplete or late application; or
  - (5) A finding that the application, if granted, would result in violations of the Colorado Liquor Code, the Colorado Beer Code, or the rules issued pursuant thereto, or violations of the Rifle Municipal Code.
- (e) The local licensing authority may place conditions on a festival permit or supplemental application necessary to ensure the public health, safety, and welfare.
- (f) A City of Rifle permittee may hold up to but no more than 8 festivals during a calendar year and a non-City of Rifle permittee may hold up to, but no more than 4 festivals during a calendar year.
- (g) Permittee and participating licensees are authorized to use the licensed premises of the permittee to jointly conduct alcohol beverage tastings and to engage in the same retail sales of alcoholic beverages that the permittee and participating licensees are authorized to conduct at their licensed premises.
- (h) Permittee shall prohibit patrons from leaving the licensed premises with an open sample; provided, however, this prohibition does not include sealed containers authorized for retail sale by alcohol beverage festival permits.
- (i) Permittee must comply with the Colorado Liquor Code, the Colorado Beer Code, and the rules issued pursuant thereto.
- (j) If a violation occurs during a festival and the responsible licensee cannot be identified, the local licensing authority may fine each licensee the same dollar amount, which fine must not exceed \$5,000 in aggregate. A joint fine levied pursuant to this subsection does not apply to the revocation of a licensee's license under C.R.S. § [44-3-601](#), as amended.

Section 3. Appendix A to the Rifle Municipal Code is hereby amended with the following liquor license fee:

6-5-150	Liquor license fees	
	Festival Permit	\$200

INTRODUCED on March 18, 2026, 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 April 1, 2026, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_ day of \_\_\_\_\_, 2026.

CITY OF RIFLE, COLORADO

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**Agenda Item #7.e.**

**Agenda Item Name:**

Consider Purchase of Two Beverage Units for the Rifle Creek Golf Course

**Presenter:**

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

**Item Description:**

The purchase of two YAMAHA UMAX BEVERAGE UNITS for the Rifle Creek Golf Course

**Recommended Action:**

Move to approve the purchase of two Bar Carts from Masek Rocky Mountain Golf Carts for \$48,750.00, once the sale of the Rifle Creek Golf Course is completed.

**Fiscal Impact:**

The Golf course budgeted \$83,000 for equipment in 2026. Total purchase price will be \$48,750.00 (\$24,375.00 per unit).

**Operational Impact:**

These two new beverage units are replacing two existing carts that require significant repairs.

**Prior Board Motions:**

N/A

**Background Information:**

Through Section 4-3-50, Cooperative Purchasing via Sourcewell contract (091024-YGC) with Masek Rocky Mountain Golf Carts we have sourced two YAMAHA UMAX Beverage Units

**Executive Summary:**

The Golf Course budgeted two replacement Beverage Units for 2026. We have secured two Masek Rocky Mountain Golf Carts which will be delivered in late April 2026.

A quantity of two (2) 2026 Yamaha Umax Bistro beverage units, Evergreen Metallic in color, will be included in the purchase. These units will be equipped with **Yamaha's upgraded 402cc (14HP) EFI engine**, four-wheel drum brakes, fully independent front suspension, fuel gauge, hour meter, headlights and taillights, omniscube cooler, separate ice-cooler for clean ice, cup dispenser, trash receptacles and two-inch receiver hitch.

After thorough discussion, staff recommends the purchase of two YAMAHA UMAX Beverage Units for \$48,750.00

**Notification Requirements:**

N/A

**Prepared By:**

Iris Trevisano, Procurement and Grant Reporting Manager

**Attachments:**

1. FLEET BROCHURE
2. 2026 Beverage Proposal
3. Memo - Beverage Unit Purchase Rifle Creek Golf Course
4. Memo Rifle Golf Course Beverage Carts
5. Masek Rocky Mountain Golf Carts PO Request 03.12.26



Serving your customers is now easier than ever. Our Standard UMAX® Bistro is designed to be the ultimate solution for convenience. Packed with features that do all of the work, from the sliding snack tray and the four-lid ice chest, the UMAX® Bistro ensures your refreshment offerings will stay organized and stored at the perfect temperature. A true extension of your clubhouse, the UMAX® Bistro is just another way to up your profits while keeping your players satisfied.

# DRIVE PROFITS WITH A COMPLETELY MOBILE SALES VESSEL



### FOUR-LID ICE CHEST

With four separate coolers with stay-open hinges, you won't have to sacrifice counter space.



**ADDITIONAL REAR SHELF**

Easily prepare drinks with a convenient rear shelf.



**LOCKABLE AND REMOVABLE CASH DRAWER**

Seamlessly integrated into the display cabinet, our solid steel cash drawer can be locked or easily removed.



**SLIDING SNACK TRAY**

Specially designed space in your cooler for snacks that need to stay dry and chilled.



**EASY ACCESS DISPLAY CASE**

Slanted shelves to perfectly display a variety of snacks and merchandise of your choice.



**MENU BOARDS**

Two removable whiteboard menu boards to display your specials.



**CONVENIENT ACCESSORIES**

Add a coffee cambro, strut mount cup dispenser, or a potable ice chest with scoop for increased efficiency.



5345 Newport Street, Commerce City, Co. 80022 (303) 952-7400 Fax (303) 952-7403 www.coloradogolfcars.com

March 3, 2026

**YAMAHA UMAX BEVERAGE UNIT PROPOSAL FOR:  
RIFLE CREEK GOLF COURSE**

(Sourcewell contract 091024-YGC)

Austin Rickstrew  
Rifle Creek Golf Course  
3004 Highway 325  
Rifle, CO 81650

Dear Austin,

Thank you for the opportunity to provide Rifle Creek Golf Course with this proposal for two (2) 2026 Yamaha Umax beverage units. This proposal will outline the details about the purchase of the units. After you have had a chance to review, please let me know if you have any questions or need additional information.

**Agreement type and payment structure options:**

The agreement will be for the cash purchase of the equipment. The club will have net30 terms starting when the units are delivered to the club.

**Description of Yamaha Units and included equipment:**

A quantity of two (2) 2026 Yamaha Umax Bistro beverage units, Evergreen Metallic in color, will be included in the purchase. These units will be equipped with **Yamaha's upgraded 402cc (14HP) EFI engine**, four-wheel drum brakes, fully independent front suspension, fuel gauge, hour meter, headlights and taillights, omni-cube cooler, separate ice-cooler for clean ice, cup dispenser, trash receptacles and two-inch receiver hitch.

**Pricing:** \* All prices are guaranteed for 30 days and do not include any applicable taxes\*  
\*\*Pricing is quoted utilizing Yamaha's Sourcewell contract 091024-YGC\*\*

Total purchase price will be \$48,750.00 (\$24,375.00 per unit). Pricing includes all accessories, setup and delivery to the club.

**Delivery:**

We anticipate delivery of the units in late April 2026. Delivery timeframes are based on factory production which may change slightly from what is quoted.

**Warranty:**

Yamaha extends a two-year factory warranty on all utility units. Copies of the warranty statement can be made available upon request.





5345 Newport Street, Commerce City, Co. 80022 (303) 952-7400 Fax (303) 952-7403 www.coloradogolfcars.com

Austin Rickstrew  
Page 2

**Insurance and Maintenance:**

The course is responsible for all insurance and maintenance (other than warranty) and any loss or damage other than normal wear and tear. Service contracts are available separately. Course personnel are invited and encouraged to attend our annual factory service seminar held at our Commerce City facility each spring. This is a free seminar open to all courses with Yamaha golf cars. During the seminar certified Yamaha technicians will go over preventative maintenance and how to properly service all Yamaha golf cars with course personnel.

**Questions and further information:**

Please call Jordan Weber 303.952.7400(work) or 303.489.2187(mobile) with any questions or concerns you may have. My e-mail address is Jordan@masekcolorado.com

Thank you for the opportunity to be of service to you with Yamaha, the world's finest golf cars and utility vehicles!

Yours truly,

Accepted for Rifle Creek Golf Course

Jordan Weber  
District Sales Manager  
Masek Rocky Mountain Golf Cars

\_\_\_\_\_  
Date: \_\_\_\_\_

CC: Jason Masek, John Halbert

**\*\* This proposal is intended only for the use of the person to whom it is addressed and may contain information that is confidential or privileged. Any dissemination, distribution or copying of this proposal without prior consent from Masek Golf Car Company is prohibited. \*\***



**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:** March 12, 2026

**SUBJECT:** Request for Purchase – Replacement Beverage Units for Rifle Creek Golf Course

I am requesting approval to purchase two (2) new beverage units for Rifle Creek Golf Course through the Sourcewell cooperative purchasing contract with Masek Rocky Mountain Golf Cars.

The course's current beverage units have reached the end of their useful life and are beginning to require substantial repairs to remain operational. Replacing these aging units will improve reliability and reduce ongoing maintenance costs while ensuring consistent beverage service for golfers.

Masek Rocky Mountain Golf Cars has provided a proposal for two (2) 2026 Yamaha UMAX Bistro beverage units under Sourcewell Contract #091024-YGC. The units include upgraded 402cc EFI engines, independent front suspension, beverage and ice coolers, cup dispensers, trash receptacles, and other standard equipment designed specifically for beverage service operations.  
2026 beverage proposal

The total purchase price is \$48,750.00 (\$24,375 per unit), which includes all accessories, setup, and delivery to the course. Delivery is anticipated in late April 2026, subject to factory production timelines.

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

Respectfully,

## Procurement and Grant Reporting

### City of Rifle

202 Railroad Avenue, Rifle, CO 8165

970-665-6412



#### MEMORANDUM

**TO:** Honorable Mayor Hostettler & City Council  
**CC:** Patrick Waller, City Manager, & Austin Rickstrew, Parks and Recreation Director  
**FROM:** Iris Trevisano, Procurement and Grant Reporting  
**DATE:** March 18, 2026  
**SUBJECT:** **2025 Ford Police Interceptor Utility Patrol Vehicle**

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#### Background

The Rifle Creek Golf course current beverage units have reached the end of their useful life and are beginning to require substantial repairs to remain operational. Replacing these aging units will improve reliability and reduce ongoing maintenance costs while ensuring consistent beverage service for golfers.

#### Procurement

Under Section 4-3-50, Cooperative Purchasing through Sourcewell contract 091024-YGC, we have sourced two Beverage Unit Golf Carts under a cooperative purchase agreement price of \$48,750

#### Vehicle Details

- Yamaha's upgraded 402cc (14HP) EFI engine
  - Four-wheel drum brakes, fully independent front suspension, fuel gauge, hour meter, headlights and taillights
- Omni-cube cooler
  - Separate ice-cooler for clean ice, cup dispenser, trash receptacles and two-inch receiver hitch.

#### Staff Recommendation

After thorough discussion, staff recommends the purchase of two (2) 2026 Yamaha Umax Bistro beverage units for \$48,750

**Iris Trevisano**

**Procurement and Grant Reporting Manager**



**CITY OF RIFLE  
PURCHASE REQUEST**

<b>1.</b>	<b>Vendor Name</b>	NEW: W-9 attached <input type="checkbox"/>

<b>2.</b>	<b>Vendor Address</b>

<b>3.</b>	<b>For the Purchase of (description)</b>

<b>4.</b>	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>

<b>5.</b>	<b>Dept. Name</b>	<b>General Ledger Acct #</b>

<b>6.</b>	<b>Type of Purchase</b>
	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

<b>7.</b>	<b>Purchasing Process Required (Rifle Municipal Code sections for guidance)</b>		
	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)

<b>8.</b>	<b>Authorization Required</b>	
	City Manager	
	City Council	

<b>9.</b>	<b>Signatures</b>		
	<b>Position</b>	<b>Signature</b>	<b>Date</b>
	Department Director	<i>Austin Rickstrew</i>	
	City Manager		
	City Council Approval (meeting date)		

<b>10.</b>	<b>Purchase Order # assigned by Finance</b>	
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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 #7.f.**

**Agenda Item Name:**

Consider Purchase of Two Upfit Packages for New Police Interceptor Patrol Vehicles

**Presenter:**

Iris Trevisano, Procurement and Grant Reporting Manager  
Mike Kuper, Lieutenant

**Item Description:**

Consider purchase of two upfit packages for the new police interceptor patrol cars from GreyCO Customs in the amount of \$58,399.67 (\$27,809.37 per vehicle +5% for shipping).

**Recommended Action:**

Move to approve the purchase of two upfit packages for new police interceptor patrol vehicles from GreyCO Customs in the amount of \$58,399.67.

**Fiscal Impact:**

The Police Department budgeted for two patrol vehicles and upfits for \$180,000. The upfits of the vehicles is \$58,399.67. Including the vehicle wraps \$2,632.00. We are under budget for vehicle purchases for 2026.

**Operational Impact:**

N/A

**Prior Board Motions:**

City Council approved the purchase of two Interceptors at the March 4, 2026 meeting.

**Background Information:**

The police department routinely rotates vehicles out of service which have either reached a limit to where it is not economical to continue servicing the vehicle or the vehicle is no longer functioning/disabled. We budgeted for 2 replacements in 2026. The vehicles are specialized for law enforcement and the upfit is the lighting and equipment portion of the purchase.

**Executive Summary:**

The upfit quote is \$27,809.37 per vehicle, totaling \$55,618.74. The quote did not include shipping, and we are increasing the purchase request by 5% to cover the cost of shipping once invoiced.

Under Section 4-2-230 (Miscellaneous Exemptions), subsection 4) Although there exists more than one (1) responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interests or will substantially impede the City's administrative functions or the delivery of services to the public or to provide uniform and economical repair and maintenance. GreyCo, a local upfitter in Rifle and the only provider on the Western Slope, is

recommended for these services.

**Notification Requirements:**

N/A

**Prepared By:**

Iris Trevisano, Procurement and Grant Reporting Manager

**Attachments:**

1. Estimate\_2 upfit \_from \_GreyCo\_ Customs
2. 2026 PD Upfits Request
3. 2026 Upfit PD Vechicles Memo
4. Purchase Request Greyco Custom 2026 UPFITS

GreyCo Customs  
 6 Powerline Rd Unit B1  
 Rifle, CO 81650 US  
 +19703791302  
 chris@greycocustoms.com

# Estimate

ADDRESS
Edward Meza 1221 E. Centennial Pkwy Rifle, Co 81650

ESTIMATE #	DATE
1251	03/05/2026

**UNIT NUMBER**  
 4V46-VIN 87767

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/13/2024	<b>Nfuse 54" 2026 PIU</b>	ENSLB01WQQ-5BK, 54"/137cm 10-32 VOLT NFUSE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D12/D12  D12  D12  D12  D12  D12  D12\D12\ /R_W/ R_W  R_W  R_W  R_B  B_W  B_W  B_W  \B_W\  D12 --CLR- --CLR---  CLR --CLR--- O-CLR-- D12   R_W --CLR- --CLR---  CLR --CLR--- O-CLR--  B_W  \D12\  D12  D12  D12  S06  D12  D12  D12  /D12/ \R_W R_A R_A  R_A  AMB  B_A  B_A  B_A B_W/ Lenses - [D]12 6 12 P] Programming - Default Programming Certs - No Certification Accessories - PNFLBSPLT1, AUTO-DIM Mount - Standard Fixed Height Mount (PNFLBK08) Hook - PNFLBF44 Vehicle - 2026 Ford Explorer w/o Roof Rack	1	2,360.00	2,360.00
	<b>Mpower 33" 5 Mod Traffic Controller R/A/B</b>	EMPTC01MQH , 33" 5 Head Rear Mpower® Traffic Controller w/ 15' Cable Red/Amber & Blue/Amber QSF007849	1	1,055.00	1,055.00
	<b>*New* bluePRINT 500 100w Control System With Link</b>	ENGSA5101, bluePRINT® 500 Series Remote Amplifier with Link, 10-16v, 100 Watt single-tone	1	889.00	889.00
	<b>*NEW* bluePRINT 500 Push Button Control Panel</b>	ENGCP18003, Push Button Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote)	1	251.00	251.00
	<b>2nd Gen Node</b>	ENGND04102, BluePRINT 2nd Gen Remote Node with Magnetic ID	2	249.00	498.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>SoundOff 10' Node Harness Kit</b>	ENGHNK06 10 ft Harness Kit for Remote Node	1	119.00	119.00
	<b>911 Harness - 25'</b>	911.500.25, SoundOff 500 Harness - 25'	1	430.25	430.25
	<b>Ford 2020+ BP Headlight Harness</b>	Ford 2020+ BP Headlight Kit , Wire kit to plug into 2020+ Ford SoundOff Mpower lights inside the headlights, for bluePRINT Node hookup. Includes the 3 pin connector with jumpers, and a Node harness with two 4 pin plugs pre pinned for the Mpower lights and a female 4 pin plug for the data fire wall pass through.	1	191.25	191.25
	<b>bluePrint 500 Vehicle Harness for bluePrint 25' 2024+ Ford</b>	ENGLNVH018, Vehicle Harness for bluePRINT® 500 with Link with 25' data cable for Ford F-150 2024-2025, Ford Police Interceptor / Explorer 2025	1	246.00	246.00
	<b>Setina PB400 PIU Push Bumper</b>	BK0534ITU20 High Strength Aluminum Push Bumper (SUV) Non Lighted	1	578.00	578.00
	<b>SL Running Lights 61.4" (5 mod)Tri Color</b>	ESLRL61158, SL Running Light, 61" - 5 Module, Dual/Split Color Red/Blue/White	2	412.00	824.00
	<b>SL Bracket PIU</b>	PSLVBK01, Mounting Kit for Ford Explorer 2020-2021	2	31.20	62.40
	<b>Mpower 3" Facia Light w/ Stud Tri R/B/W</b>	FRONT GRILL EMPS1STS4RBW, Mpower® 3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tri Color - Red/Blue/White	2	159.00	318.00
	<b>Mpower 4" Tri Color R/B/W</b>	LICENSE PLATE EMPS2QMS5RBW, Mpower™ 4" Fascia Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tri Color - Red/Blue/White	2	177.00	354.00
	<b>Mpower 4" Facia Light w/ Stud Tri R/B/W</b>	REAR CARGO WINDOWS EMPS2STS5RBW, Mpower™ 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tri Color - Red/Blue/White	2	177.00	354.00
	<b>Soundoff Mpower 3M 4" Shroud</b>	PMP2WSSSB, Soundoff Mpower 3M 4" Shroud	2	30.00	60.00
	<b>Intersector Surface Mount, Black Housing, 18 LED Dual Color Light</b>	ENT3B3RBW, Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	2	241.00	482.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	(Red/Blue/White)				
	<b>Soundoff 2025 PIU Driver Intersector Bracket</b>	PMP2BKUMB8-D, Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Driver Side	1	34.00	34.00
	<b>Soundoff , 2025 PIU Passenger Intersector mount</b>	PMP2BKUMB8-P, Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Passenger Side	1	34.00	34.00
	<b>Troy 2020+ Ford PIU Console</b>	Troy 2020+ Ford PIU 18" Sloped Console, 10" slope, 8" level. (no floor plate needed)	1	469.00	469.00
	<b>Troy 3" face plate for Motorola</b>	FP-MXTL2500 XTL2500/5000/APX6500 remote 05/07 (included with console)	1	0.00	0.00
	<b>Troy 4" Siren Face Plate</b>	Troy 4" Soundoff 500 siren remote head (included with console)	1	0.00	0.00
	<b>Troy 2" USB - DC outlet face plate</b>	Troy 2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	1	79.00	79.00
	<b>Troy 4" Dual Cup Holders</b>	Troy 4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	1	60.00	60.00
	<b>Troy 4" Shallow Storage Tray</b>	Troy 4" face plate shallow tray	1	45.00	45.00
	<b>Troy 1" Blank Face Plate</b>	Troy 1" Blank Face Plate (included with console)	1	0.00	0.00
	<b>Troy height adjustable, swivel arm rest</b>	Troy height adjustable, swivel arm rest with 5" x 8" pad	1	169.00	169.00
	<b>SoundOff R/W Dome light</b>	Universal LED Dome Light - 6" Round, w/ Red Night Light, 12 Volt, Clear Lens / White LEDs	1	83.00	83.00
	<b>Troy PIU Front Recessed Partition</b>	Troy 2020+ PIU US Partition Kit (TP-E-SL6-US-SS, SAB-20-FDUV-BB, KP-UV20-DAP-SS)	1	929.00	929.00
	<b>Troy PIU Polycarbonate Window Guards</b>	2020-24 PI Utility   2020-24 Explorer Civilian driver and passenger side polycarbonate window guards	1	256.00	256.00
	<b>Troy 2020+ PIU door handle covers</b>	Troy 2020+ Ford PIU driver and passenger side door handle cover set	1	42.00	42.00
	<b>Troy 2020+ PIU Rear Partition / Seat</b>	PS-20-UVFX-OS-R-LCP Troy 2020+ PIU Plastic seat with OS belts, rear partition (square-hole), with fire extinguisher and lockable cubby compartments	1	1,836.00	1,836.00
	<b>Troy 2020+ PIU Tilt-up Cargo Mount</b>	Troy 2020+ PIU tilt-up cargo mount with gas shocks	1	684.00	684.00
	<b>Troy 2020+ PIU Electronics Tray</b>	Troy 2020+ PIU electronics tray bolts to CP-UV20-CARGO	1	229.70	229.70
	<b>Troy Dual SC-6 Weapon Rack</b>	KT-GM-SGRF-SC6-OP, Dual weapon mount includes: (2) SC6 universal locks, (1) universal	1	634.00	634.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		gunlock bracket, (1) handcuff style bracket			
	<b>Troy Gun Box 40"x32x12", Single Drawer with Dual T Handle.</b>	CP-GB403212-LIP, 40" W x 32" L x 12" H w/2 DL locking handles; 1.5" trim punched with bungee-cord holes. Carpet top.	1	1,468.75	1,468.75
	<b>Magnetic Mic Clip</b>	Magnetic Mic Clip	2	47.94	95.88
	<b>NMO Coax</b>	3/4" NMO Coax - 17'	1	18.00	18.00
	<b>Phantom 800 Antenna</b>	800 MHz Phantom Antenna - Black	1	39.14	39.14
	<b>Flush Mount Speaker</b>	MA3013G, 3" Round Flush Mount Speaker	1	40.00	40.00
	<b>Stalker Dual SL Antenna</b>	Stalker Dual Radar with Front and Rear Antenna	1	3,678.00	3,678.00
	<b>Bulletpoint RubiGrid 2020 + PIU Dash Mount</b>	BMS-ExpInterceptorG2RubiGrid, 2020+ Ford Police Interceptor Utility Explorer Device Dash Mount Phone Holder	1	89.00	89.00
	<b>Emergency Vehicle Upfitting</b>	Emergency Vehicle Upfitting	45	150.00	6,750.00
	<b>Shipping</b>	ESTIMATED SHIPPING TBD AFTER FREIGHT HAS BEEN INVOICED	1	0.00	0.00
	<b>Misc shop supplies</b>	Misc Shop supplies,wire,fuses, etc	1	375.00	375.00
	<b>Programming</b>	Programming SoundOff Lighting Package	5	120.00	600.00

This estimate is based on current vendor pricing, tariffs, and parts availability at the time it was prepared and reflects the outfitting of one Ford Police Interceptor Utility (PIU). Pricing may change due to vendor price adjustments, tariff increases, freight changes, supply chain fluctuations, or other unforeseen factors.

<b>SUBTOTAL</b>	27,809.37
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$27,809.37</b>

This estimate is also based on the project requirements and information provided by the customer. Actual costs may change once all project elements are finalized, confirmed, or negotiated with vendors. Prior to implementing any cost changes, the customer will be notified. The customer may request a revised estimate if parts or equipment need to be added or removed from the scope of work.

Upon approval of this estimate, the customer will be required to sign a Waiver of Liability and Hold Harmless Agreement releasing GreyCo Customs from liability related to vehicle modifications and acknowledging that certain installations or modifications may affect warranty.

Accepted By

Accepted Date

GreyCo Customs  
 6 Powerline Rd Unit B1  
 Rifle, CO 81650 US  
 +19703791302  
 chris@greycocustoms.com

# Estimate

ADDRESS
Edward Meza 1221 E. Centennial Pkwy Rifle, Co 81650

ESTIMATE #	DATE
1256	03/11/2026

**UNIT NUMBER**  
 4V47-VIN 87772

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/13/2024	<b>Nfuse 54" 2026 PIU</b>	ENSLB01WQQ-5BK, 54"/137cm 10-32 VOLT NFUSE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D12/D12  D12  D12  D12  D12  D12  D12\D12\ /R_W/ R_W  R_W  R_W  R_B  B_W  B_W  B_W\ \B_W\  D12 --CLR- --CLR---  CLR  --CLR--- O-CLR-- D12   R_W --CLR- --CLR---  CLR  --CLR--- O-CLR--  B_W  \D12\  D12  D12  D12  S06  D12  D12  D12  /D12/ \R_W R_A R_A  R_A  AMB  B_A  B_A  B_A B_W/ Lenses - [D]12 6 12 P] Programming - Default Programming Certs - No Certification Accessories - PNFLBSPLT1, AUTO-DIM Mount - Standard Fixed Height Mount (PNFLBK08) Hook - PNFLBF44 Vehicle - 2026 Ford Explorer w/o Roof Rack	1	2,360.00	2,360.00
	<b>Mpower 33" 5 Mod Traffic Controller R/A/B</b>	EMPTC01MQH , 33" 5 Head Rear Mpower® Traffic Controller w/ 15' Cable Red/Amber & Blue/Amber QSF007849	1	1,055.00	1,055.00
	<b>*New* bluePRINT 500 100w Control System With Link</b>	ENGSA5101, bluePRINT® 500 Series Remote Amplifier with Link, 10-16v, 100 Watt single-tone	1	889.00	889.00
	<b>*NEW* bluePRINT 500 Push Button Control Panel</b>	ENGCP18003, Push Button Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote)	1	251.00	251.00
	<b>2nd Gen Node</b>	ENGND04102, BluePRINT 2nd Gen Remote Node with Magnetic ID	2	249.00	498.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>SoundOff 10' Node Harness Kit</b>	ENGHNK06 10 ft Harness Kit for Remote Node	1	119.00	119.00
	<b>911 Harness - 25'</b>	911.500.25, SoundOff 500 Harness - 25'	1	430.25	430.25
	<b>Ford 2020+ BP Headlight Harness</b>	Ford 2020+ BP Headlight Kit , Wire kit to plug into 2020+ Ford SoundOff Mpower lights inside the headlights, for bluePRINT Node hookup. Includes the 3 pin connector with jumpers, and a Node harness with two 4 pin plugs pre pinned for the Mpower lights and a female 4 pin plug for the data fire wall pass through.	1	191.25	191.25
	<b>bluePrint 500 Vehicle Harness for bluePrint 25' 2024+ Ford</b>	ENGLNVH018, Vehicle Harness for bluePRINT® 500 with Link with 25' data cable for Ford F-150 2024-2025, Ford Police Interceptor / Explorer 2025	1	246.00	246.00
	<b>Setina PB400 PIU Push Bumper</b>	BK0534ITU20 High Strength Aluminum Push Bumper (SUV) Non Lighted	1	578.00	578.00
	<b>SL Running Lights 61.4" (5 mod)Tri Color</b>	ESLRL61158, SL Running Light, 61" - 5 Module, Dual/Split Color Red/Blue/White	2	412.00	824.00
	<b>SL Bracket PIU</b>	PSLVBK01, Mounting Kit for Ford Explorer 2020-2021	2	31.20	62.40
	<b>Mpower 3" Facia Light w/ Stud Tri R/B/W</b>	FRONT GRILL EMPS1STS4RBW, Mpower® 3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tri Color - Red/Blue/White	2	159.00	318.00
	<b>Mpower 4" Tri Color R/B/W</b>	LICENSE PLATE EMPS2QMS5RBW, Mpower™ 4" Fascia Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tri Color - Red/Blue/White	2	177.00	354.00
	<b>Mpower 4" Facia Light w/ Stud Tri R/B/W</b>	REAR CARGO WINDOWS EMPS2STS5RBW, Mpower™ 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tri Color - Red/Blue/White	2	177.00	354.00
	<b>Soundoff Mpower 3M 4" Shroud</b>	PMP2WSSSB, Soundoff Mpower 3M 4" Shroud	2	30.00	60.00
	<b>Intersector Surface Mount, Black Housing, 18 LED Dual Color Light</b>	ENT3B3RBW, Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	2	241.00	482.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>(Red/Blue/White)</b>				
	<b>Soundoff 2025 PIU Driver Intersector Bracket</b>	PMP2BKUMB8-D, Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Driver Side	1	34.00	34.00
	<b>Soundoff , 2025 PIU Passenger Intersector mount</b>	PMP2BKUMB8-P, Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Passenger Side	1	34.00	34.00
	<b>Troy 2020+ Ford PIU Console</b>	Troy 2020+ Ford PIU 18" Sloped Console, 10" slope, 8" level. (no floor plate needed)	1	469.00	469.00
	<b>Troy 3" face plate for Motorola</b>	FP-MXTL2500 XTL2500/5000/APX6500 remote 05/07 (included with console)	1	0.00	0.00
	<b>Troy 4" Siren Face Plate</b>	Troy 4" Soundoff 500 siren remote head (included with console)	1	0.00	0.00
	<b>Troy 2" USB - DC outlet face plate</b>	Troy 2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	1	79.00	79.00
	<b>Troy 4" Dual Cup Holders</b>	Troy 4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	1	60.00	60.00
	<b>Troy 4" Shallow Storage Tray</b>	Troy 4" face plate shallow tray	1	45.00	45.00
	<b>Troy 1" Blank Face Plate</b>	Troy 1" Blank Face Plate (included with console)	1	0.00	0.00
	<b>Troy height adjustable, swivel arm rest</b>	Troy height adjustable, swivel arm rest with 5" x 8" pad	1	169.00	169.00
	<b>SoundOff R/W Dome light</b>	Universal LED Dome Light - 6" Round, w/ Red Night Light, 12 Volt, Clear Lens / White LEDs	1	83.00	83.00
	<b>Troy PIU Front Recessed Partition</b>	Troy 2020+ PIU US Partition Kit (TP-E-SL6-US-SS, SAB-20-FDUV-BB, KP-UV20-DAP-SS)	1	929.00	929.00
	<b>Troy PIU Polycarbonate Window Guards</b>	2020-24 PI Utility   2020-24 Explorer Civilian driver and passenger side polycarbonate window guards	1	256.00	256.00
	<b>Troy 2020+ PIU door handle covers</b>	Troy 2020+ Ford PIU driver and passenger side door handle cover set	1	42.00	42.00
	<b>Troy 2020+ PIU Rear Partition / Seat</b>	PS-20-UVFX-OS-R-LCP Troy 2020+ PIU Plastic seat with OS belts, rear partition (square-hole), with fire extinguisher and lockable cubby compartments	1	1,836.00	1,836.00
	<b>Troy 2020+ PIU Tilt-up Cargo Mount</b>	Troy 2020+ PIU tilt-up cargo mount with gas shocks	1	684.00	684.00
	<b>Troy 2020+ PIU Electronics Tray</b>	Troy 2020+ PIU electronics tray bolts to CP-UV20-CARGO	1	229.70	229.70
	<b>Troy Dual SC-6 Weapon Rack</b>	KT-GM-SGRF-SC6-OP, Dual weapon mount includes: (2) SC6 universal locks, (1) universal	1	634.00	634.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Troy Gun Box 40"x32x12", Single Drawer with Dual T Handle.</b>	gunlock bracket, (1) handcuff style bracket CP-GB403212-LIP, 40" W x 32" L x 12" H w/2 DL locking handles; 1.5" trim punched with bungee-cord holes. Carpet top.	1	1,468.75	1,468.75
	<b>Magnetic Mic Clip</b>	Magnetic Mic Clip	2	47.94	95.88
	<b>NMO Coax</b>	3/4" NMO Coax - 17'	1	18.00	18.00
	<b>Phantom 800 Antenna</b>	800 MHz Phantom Antenna - Black	1	39.14	39.14
	<b>Flush Mount Speaker</b>	MA3013G, 3" Round Flush Mount Speaker	1	40.00	40.00
	<b>Stalker Dual SL Antenna</b>	Stalker Dual Radar with Front and Rear Antenna	1	3,678.00	3,678.00
	<b>Bulletpoint RubiGrid 2020 + PIU Dash Mount</b>	BMS-ExpInterceptorG2RubiGrid, 2020+ Ford Police Interceptor Utility Explorer Device Dash Mount Phone Holder	1	89.00	89.00
	<b>Emergency Vehicle Upfitting</b>	Emergency Vehicle Upfitting	45	150.00	6,750.00
	<b>Shipping</b>	ESTIMATED SHIPPING TBD AFTER FREIGHT HAS BEEN INVOICED	1	0.00	0.00
	<b>Misc shop supplies</b>	Misc Shop supplies,wire,fuses, etc	1	375.00	375.00
	<b>Programming</b>	Programming SoundOff Lighting Package	5	120.00	600.00

This estimate is based on current vendor pricing, tariffs, and parts availability at the time it was prepared and reflects the outfitting of one Ford Police Interceptor Utility (PIU). Pricing may change due to vendor price adjustments, tariff increases, freight changes, supply chain fluctuations, or other unforeseen factors.

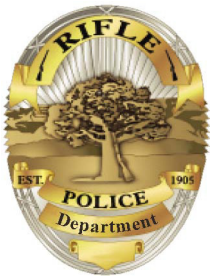
<b>SUBTOTAL</b>	27,809.37
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$27,809.37</b>

This estimate is also based on the project requirements and information provided by the customer. Actual costs may change once all project elements are finalized, confirmed, or negotiated with vendors. Prior to implementing any cost changes, the customer will be notified. The customer may request a revised estimate if parts or equipment need to be added or removed from the scope of work.

Upon approval of this estimate, the customer will be required to sign a Waiver of Liability and Hold Harmless Agreement releasing GreyCo Customs from liability related to vehicle modifications and acknowledging that certain installations or modifications may affect warranty.

Accepted By

Accepted Date



# RIFLE POLICE DEPARTMENT



201 East 18th Street • Rifle, CO 81650-3237

DATE: March 12, 2026  
TO: Iris Trevisano, Procurement and Grant Reporting Manager  
FROM: Mike Kuper, Lieutenant  
RE: Purchase of 2 Police vehicles

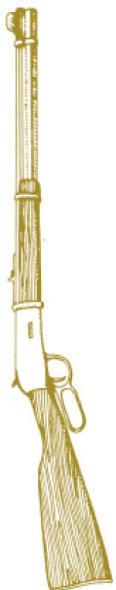
---

Mr. Waller,

This memo is a request for \$55,618.74 for the upfit of two police interceptor patrol cars. The upfit to be completed by Greycoco.

Respectfully,

Mike Kuper  
Lieutenant  
Rifle Police Department



## Procurement and Grant Reporting

### City of Rifle

202 Railroad Avenue, Rifle, CO 8165

970-665-6412



#### MEMORANDUM

**TO:** Honorable Mayor Hostettler & City Council  
**CC:** Patrick Waller, City Manager, Chief Funstone and Lt. Kuper  
**FROM:** Iris Trevisano, Procurement and Grant Reporting  
**DATE:** March 18, 2026

**SUBJECT:            **Recommending the upfit of two 2025 Ford Police Interceptor Vehicles****

---

#### Background

The police department budgeted \$180,000 in the 2026 budget for the purchase and upfitting of two replacement patrol vehicles. We purchased two 2025 Ford Police Interceptor Utility vehicles through Phil Long Ford of Denver which were approved by City Council on March 4, 2026. We are now in need of Professional Upfit of both vehicles.

#### Procurement

Under Section 4-2-230 (Miscellaneous Exemptions), subsection 4) Although there exists more than one (1) responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interests or will substantially impede the City's administrative functions or the delivery of services to the public or to provide uniform and economical repair and maintenance. GreyCo, a local upfitter in Rifle and the only provider on the Western Slope, is recommended for these services.

The upfitting costs are as follows:

- **Two "67H – Ready for the Road" packages** – \$27,809.37 each
- **Total cost – \$55,618.74**
- **Equipment Freight is-TBD**
  - The cost of freight will be invoiced once the equipment has been received, and the purchase request will have a 5% increase to cover these costs.

These prices align with those received by surrounding agencies.

Prior to the upfits **Wrap Colorado** will decal both vehicles for \$1,316 each.

**Staff Recommendation**

We recommend the upfits be performed by GREYCO that will maintain the standardization of all our patrol fleet. The purchase of vehicles and upfits are within the 2026 budget. The complete request is \$ 58,399.67

**Iris Trevisano****Procurement and Grant Reporting Manager**



**CITY OF RIFLE  
PURCHASE REQUEST**

<b>1.</b>	<b>Vendor Name</b>	NEW: W-9 attached <input type="checkbox"/>

<b>2.</b>	<b>Vendor Address</b>

<b>3.</b>	<b>For the Purchase of (description)</b>

<b>4.</b>	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>

<b>5.</b>	<b>Dept. Name</b>	<b>General Ledger Acct #</b>

<b>6.</b>	<b>Type of Purchase</b>
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	

<b>7.</b>	<b>Purchasing Process Required (Rifle Municipal Code sections for guidance)</b>		
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)

<b>8.</b>	<b>Authorization Required</b>		
City Manager			
City Council			

<b>9.</b>	<b>Signatures</b>		
	<b>Position</b>	<b>Signature</b>	<b>Date</b>
Department Director			
City Manager			
City Council Approval (meeting date)			

<b>10.</b>	<b>Purchase Order # assigned by Finance</b>
------------	---

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 #7.g.**

**Agenda Item Name:**

Consider Purchase of a 2025 Ford Police Interceptor Utility Patrol Vehicle

**Presenter:**

Iris Trevisano, Procurement and Grant Reporting Manager  
Mike Kuper, Lieutenant

**Item Description:**

Vehicle Purchase

**Recommended Action:**

Move to approve the purchase of a 2025 Ford Police Interceptor Utility patrol vehicle from Phil Long Ford Denver in the amount of \$52,000.

**Fiscal Impact:**

The Police Department budgeted for two patrol vehicles and upfits for \$180,000. This vehicle is \$52,000 and is an additional purchase to help with the Take Home Fleet program.

**Operational Impact:**

Adding one additional vehicle this year will bring the fleet to a level where a take-home program could begin with current staffing levels (which are currently four positions short). Adding four additional vehicles over the next two years, along with regularly scheduled vehicle replacements, would allow the department to fully implement a take-home fleet by 2028.

**Prior Board Motions:**

Two vehicles were approved at the March 6, 2026 meeting.

**Background Information:**

The police department regularly retires vehicles that are either no longer economical to maintain or are non-functional. Through Section 4-3-50, Cooperative Purchasing via TIPS Contract (#240901) with Phil Long Ford of Denver we have sourced a 2025 Ford Police Interceptor Utility vehicle.

**Executive Summary:**

The police department budgeted for two replacement patrol vehicles for 2025. We have secured a third 2025 Ford Police Interceptor Utility vehicle through Phil Long Ford of Denver which is currently available for immediate delivery upon approval.

These vehicles are 67H – Ready for the Road Package, featuring pre-installed wiring to accommodate police-specific equipment such as lights, sirens, and accessories with minimal additional work. One vehicle is a base model Police Interceptor, which does not include the pre-wiring package.

The vehicles come equipped with the requested 3.3L V6 Direct-Injection engine. After thorough discussion, staff recommends the purchase of an additional 2025 Ford Police Interceptor Utility vehicle through Phil Long Ford of Denver for \$52,000

**Notification Requirements:**

N/A

**Prepared By:**

Iris Trevisano, Procurement and Grant Reporting Manager

**Attachments:**

1. RPD\_Take\_Home\_Fleet\_Presentation
2. K8 Quote and Window sticker
3. PO Request Memo 1 additional car 2026
4. 2026 Additional PIU Purchase Memo
5. 2026 Additional PIU Purchase Request

# Rifle Police Department

## Take-Home Fleet Program Proposal

---

### Current Landscape in Garfield County

- Most law enforcement agencies in Garfield County currently operate with a take-home vehicle program.

### Benefits of a Take-Home Fleet

- Improved emergency response by eliminating the need for officers to first report to the police department to obtain a vehicle.
- Reduces the possibility of vehicles being unavailable during emergencies.
- Increased efficiency by eliminating the need for officers to prepare vehicles at the start of each shift and remove equipment at the end of each shift.

### Implementation Plan

- Adding one additional vehicle this year will bring the fleet to a level where a take-home program could begin with current staffing levels (which are currently four positions short).
- Adding four additional vehicles over the next two years, along with regularly scheduled vehicle replacements, would allow the department to fully implement a take-home fleet by 2028.

### Research Findings

- A study conducted by Dr. Howard Smith and Dr. Margaret Banyan of Florida Gulf Coast University compared a fully pooled fleet, a modified pool system, and a full take-home fleet.
- After the initial investment in additional vehicles, the study found a reduction in operating costs.
- Although some savings in their study were related to parking fees (not applicable in Rifle), researchers also found reduced vehicle maintenance costs.
- Total mileage may increase slightly since vehicles are driven home, but patrol mileage is spread across more vehicles.
- Researchers also noted that officers tend to take better care of vehicles assigned to them individually.

## Rifle Police Department Internal Data

- A limited internal comparison between a pooled patrol vehicle and an assigned patrol vehicle showed a reduction of 2,062 miles on the assigned vehicle.

## Emergency Response Advantages

- In large-scale emergencies requiring off-duty officers to respond (such as natural disasters or major incidents), officers with take-home vehicles can respond directly to where they are needed.
- This avoids delays caused by officers first reporting to the police station to obtain a pool vehicle.
- The Florida Gulf Coast University study referenced examples including a storm that caused widespread power outages and a mass shooting where off-duty officers were able to respond immediately.

## Operational Efficiency

- A study conducted in Tacoma, Washington found officers spent approximately 35 minutes per day loading and unloading equipment when using pooled vehicles.
- This time loss reduces patrol productivity and availability for service.

## Existing Policy

- The Rifle Police Department already maintains a take-home vehicle policy limiting how far a vehicle may be taken home.
- The current maximum take-home distance is 60 miles.



Quote Date	200195 March 10, 2026
Contact: Cole Green 303.504.9403 <a href="mailto:chgreen@phillong.com">chgreen@phillong.com</a>	

TO: City of Rifle  
Attn: Iris Trevisano  
Fleet Manager  
TIPS 240901

QUANTITY	DESCRIPTION	MSRP \$	Discounted Price
1	2025 Police Explorer Interceptor AWD Agate Black 3.3L Ti-VCT V6 VIN 1FM5K8ABXSGB91320	54080.00	\$52,000.00
<b>Additional Information: Net 30: ACH or check payment ; please contact Becky Christensen</b> if need further payment details, bchristensen@phillong.com, 303.933.5765 Please contact Cole with any questions.			52,000.00
			Tax Exempt
			\$52,000.00

**Remit Payment to:**  
**Phil Long Ford of Denver**  
 7887 W. Tufts Ave, Littleton, CO 80123

**THANK YOU FOR YOUR BUSINESS!**



ford.com

VEHICLE DESCRIPTION

# POLICE INTERCEPTOR SG B91320

2025 UTILITY AWD  
119" WHEELBASE  
3.3L TI-VCT V6 ENGINE  
10-SPEED AUTO TRANSMISSION

EXTERIOR  
AGATE BLACK METALLIC  
INTERIOR  
EBONY CLOTH FRT/VINYL REAR

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- 18" H.D.STEEL WHEELS
- 255/60R18 A/S BSW POLICE TIRES
- CLASS III HITCH RECEIVER
- DUAL EXHAUST SYSTEM
- DUAL POWER MIRRORS
- FULL SIZE 18" SPARE W/TPMS
- HEADLAMPS - AUTO, LED LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG)
- KEY LOCKS (DR/PASS/LFTGT)
- PRIVACY GLASS 2ND/3RD ROW

**INTERIOR**

- 35/30/35 SPLIT VINYL REAR
- A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- CLOTH BUCKET FRONT SEATS
- CONSOLE MOUNTING PLATE
- ENGINE HOUR / IDLE METER
- HTD SANITIZATION SOLUTION
- RED/WHITE TASK LIGHTING
- PWR DR/PASS SEAT W/LUMBAR
- SEATBACK INTRUSION PLATES
- TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES

**FUNCTIONAL**

- UNIVERSAL TOP TRAY
- AM/FM/MP3/BLUETOOTH & USB
- COLUMN MOUNTED SHIFTER
- ENGINE OIL COOLER
- FULL-TIME ALL WHEEL DRIVE SYSTEM
- HEAVY DUTY SUSPENSION
- HEAVY-DUTY 80-AMP BATTERY
- INTERIOR TRUNK/LIFTGATE RELEASE
- POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL
- POWER STEERING W/EPAS
- REAR VIEW CAMERA
- TRANSMISSION OIL COOLER

**SAFETY/SECURITY**

- 75 MPH REAR-CRASH TESTED
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT AND SIDE
- AIRBAGS - SAFETY CANOPY
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

**WARRANTY**

- 3 YR/36K MILE BUMPER-TO-BUMPER WARRANTY
- 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

INCLUDED ON THIS VEHICLE

(MSRP)

**EQUIPMENT GROUP 500A**

**OPTIONAL EQUIPMENT/OTHER**

- .FM STEREO
- 3.3L TI-VCT V6 ENGINE - 2,330.00
- 10-SPEED AUTO TRANSMISSION NO CHARGE
- READY FOR THE ROAD PACKAGE 3,800.00
- .HID PLUNG W/R HNDL INOPERABLE
- .100 WATT SIREN / SPEAKER
- .TAIL LAMP LIGHTING SOLUTION
- .REAR LIGHTING SOLUTION
- .REAR CONSOLE MOUNTING PLATE
- GLOBAL LOCK/UNLOCK NO CHARGE
- FRONT WARNING AUX LIGHT 580.00
- 50 STATE EMISSIONS NO CHARGE
- SPOT LAMP LED DUAL - WHELEN 670.00
- KEYED ALIKE -KEY CODE E 50.00
- FRONT HEADLAMP LIGHT SOLUTION NO CHARGE
- POL WIRE HARNESS CONNECTOR KIT 200.00
- .POLICE WIRING KIT REAR
- .POLICE WIRING KIT FRONT
- REAR DR HNDL AND LOCKS INOPR NO CHARGE
- FRONT LICENSE PLATE BRACKET NO CHARGE

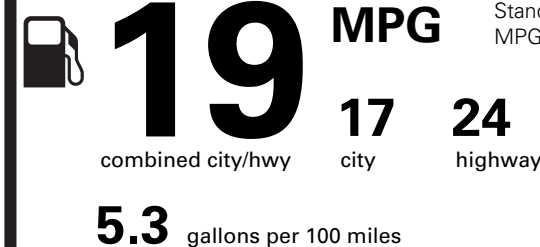
**PRICE INFORMATION**

BASE PRICE	\$49,515.00
TOTAL OPTIONS/OTHER	2,970.00
<b>TOTAL VEHICLE &amp; OPTIONS/OTHER</b>	<b>52,485.00</b>
DESTINATION & DELIVERY	1,595.00

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy



Standard SUVs range from 12 to 115 MPG. The best vehicle rates 140 MPGe.

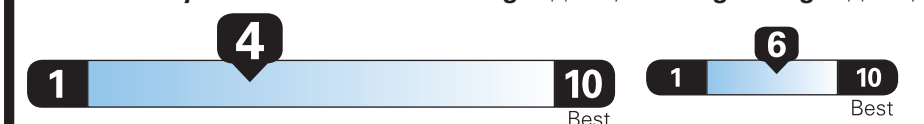
You spend **\$4,250**

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

**\$2,750**

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)



This vehicle emits 462 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles

Smartphone QR Code™



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score **Not Rated**

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	<b>Not Rated</b>
		<b>Not Rated</b>

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover	★★★★
----------	------

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FM5K8ABXSGB91320



**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

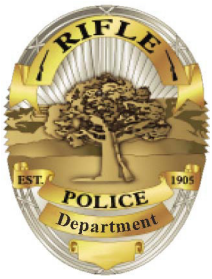
SCAN QR TEXT 1FSG891320 TO 48028

Msg & Data rates may apply. Text HELP for help



www.ford.com/help/privacy-terms/

	RAMP ONE		<b>TOTAL MSRP \$54,080.00</b>
	<b>CZ08</b>		
	RAMP TWO	<b>CONVOY</b>	<p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit <a href="http://www.ford.com/finance">www.ford.com/finance</a>.</p>
		ITEM #: <b>56-C22G O/T 5B</b>	
	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		<p><b>SPECIAL ORDER</b> SD091 N RB 2X 515 004397 04 09 25</p>



# RIFLE POLICE DEPARTMENT



201 East 18th Street • Rifle, CO 81650-3237

DATE: March 12, 2026  
TO: Iris Trevisano, Procurement and Grant Reporting Manager  
FROM: Mike Kuper, Lieutenant  
RE: Purchase of one Police vehicle

---

Mr. Waller,

This memo is a request for \$52,000 for the purchase of one additional Police Interceptor to add to the Rifle Police department fleet.

Respectfully,

Mike Kuper  
Lieutenant  
Rifle Police Department



## Procurement and Grant Reporting

### City of Rifle

202 Railroad Avenue, Rifle, CO 8165

970-665-6412



### MEMORANDUM

**TO:** Honorable Mayor Hostettler & City Council  
**CC:** Patrick Waller, City Manager, Chief Funstone and Lt. Kuper  
**FROM:** Iris Trevisano, Procurement and Grant Reporting  
**DATE:** March 18, 2026  
**SUBJECT: 2025 Ford Police Interceptor Utility Patrol Vehicle**

---

### Background

The police department budgeted \$180,000 in the 2026 budget for the purchase and upfitting of two replacement patrol vehicles. We purchased two 2025 Ford Police Interceptor Utility vehicles through Phil Long Ford of Denver which were approved by City Council on March 4, 2026. This vehicle is an additional purchase for this year that will support a take home fleet when the department is ready to begin. This additional vehicle is available for immediate delivery upon approval.

### Procurement

Under Section 4-3-50, Cooperative Purchasing through TIPS Contract (#240901), we have sourced this vehicle under a cooperative purchase agreement price of \$52,000

### Vehicle Details

- The vehicle includes the 67H – Ready for the Road Package, featuring preinstalled wiring for police-specific equipment (lights, sirens, etc.).
- 3.3L V6 Direct-Injection engine.
- Upfitting will be addressed separately.

### Staff Recommendation

After thorough discussion, staff recommends the additional purchase of 2025 Ford Police Interceptor Utility vehicles through Section 4-3-50, Cooperative Purchasing via TIPS Contract (#240901) for \$52,000

**Iris Trevisano**

**Procurement and Grant Reporting Manager**



**CITY OF RIFLE  
PURCHASE REQUEST**

<b>1.</b>	<b>Vendor Name</b>	NEW: W-9 attached <input type="checkbox"/>

<b>2.</b>	<b>Vendor Address</b>

<b>3.</b>	<b>For the Purchase of (description)</b>

<b>4.</b>	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>

<b>5.</b>	<b>Dept. Name</b>	<b>General Ledger Acct #</b>

<b>6.</b>	<b>Type of Purchase</b>
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	

<b>7.</b>	<b>Purchasing Process Required (Rifle Municipal Code sections for guidance)</b>		
		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)

<b>8.</b>	<b>Authorization Required</b>	
City Manager		
City Council		

<b>9.</b>	<b>Signatures</b>		
		<b>Position</b>	<b>Signature</b>
		Department Director	
		City Manager	
		City Council Approval (meeting date)	

<b>10.</b>	<b>Purchase Order # assigned by Finance</b>
------------	---

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
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TABLE 2 - METHODS OF SOURCE SELECTION

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
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TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
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\$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 #8.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 as of 03/13/2026.

**Notification Requirements:**

None

**Prepared By:**

Alexis Ramirez, City Clerk

**Attachments:**

1. 03.18.2026 Report to City Manager
2. Community Development Director\_Update\_Memo\_03\_18\_2026
3. 2025Q4 IT Executive Summary Report for City Manager-City of Rifle-CUSTOM-2026-03-12 214713
4. 2025Q4 IT Ticket Review for City Manager Report-City of Rifle-CUSTOM-2026-03-12 214802

# WORK REPORT TO CITY MANAGER

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03.18.2026

## PIO

- Attended webinar on Managing Media Relationships.
- Disseminated Winter Employee Newsletter.

## COURT

- The court handled 72 adult cases and 12 juvenile cases on the March 4 court date. We also held 4 telephone hearings with inmates in custody.

The court will be running modified office hours throughout the month of March due to the Deputy Court Administrator being out on medical leave.

## SENIOR CENTER

- We hired a new bus driver for our senior trips. He should be officially starting in the next week.
- Our annual spring craft fair is Saturday March 28<sup>th</sup>. This is sponsored by our non-profit and all their proceeds will be put into a fund for new outdoor furniture for our senior center.
- On April 18<sup>th</sup> we will be hosting the annual Garfield County Volunteer Banquet. This is always a fun event to thank all the senior volunteers in the county that make our meal sites a success.

## UTE

- Our new fire panels have been installed, project went smoothly. A big thank you to Kelly in IT for responding quickly to issues with the security cameras and getting them up and running.
- We have a variety of shows booked for the upcoming month:
  - March 19<sup>th</sup> Yesterday – a tribute to the Beatles
  - March 20<sup>th</sup> Blue Grass Revue
  - March 21<sup>st</sup> Young Dubliners
  - March 24<sup>th</sup> Glenn Miller Orchestra
  - April 3<sup>rd</sup> Rambo Film Fest
  - April 8<sup>th</sup> Tim Meadows
  - April 9<sup>th</sup> DRI
  - April 10<sup>th</sup> Zikr – Runes
  - April 11<sup>th</sup> Grand Valley HS Prom

## ENGINEERING

- Capital Projects
  - Park Avenue Bridge has began
    - An Open House was held onsite and attended by the residents
    - Long Lead time item deliveries being scheduled and then further public outreach will take place
    - Traffic impacts expected to begin the end March/Beginning of April
  - Transmission Line
    - The line has completed disinfection and is undergoing final testing
    - Distribution line extensions are scheduled during spring break at the end of March
    - Road construction is beginning in March on the north end of Graham Mesa Ave and will continue on Graham Mesa and 16<sup>th</sup> Street through the summer
  - Birch Park
    - Concrete is ongoing in preparation for site furnishings and structures
    - Underground electrical and irrigation are being installed
  - The 2026 Water System Improvement Design will be at 30% design and is on schedule to bid and construct this summer
    - Locations: 5<sup>th</sup> Street, 4<sup>th</sup> Street, Prefontaine, and CR 320
  - Northeast water tank design has been posted and a pre-bid meeting was held
  - Railroad Avenue design from 9<sup>th</sup> Street to the Bypass has been posted for proposals. The project now contains utilities and may exceed the budgeted amount
- Policies, Procedures, Adim
  - Street survey
    - All streets have been surveyed and the results are being compiled and used in the ongoing Capital Improvement Plan
  - Traffic Impact Study standards have been completed and are going to Planning Commission in April and will go to council in May
  - CIP Plan
    - All projects for the Rifle Capital Improvement Plan have been identified and prioritization is taking place. A draft is scheduled to go to council in April ahead of strategic planning
  - ROW Meeting
    - All utility companies in attendance.
    - Lots of Xcel Gas replacement projects coordinated with City projects

### Birch Park:

During the week of March 23, staff will work with Design Concepts to tag trees and finalize boulder placements at the park. This project remains on schedule, and we will provide an updated schedule for completion in the next couple of weeks. The custom playground equipment has been completed by ID Sculpture, based in Gunnison, Colorado. The structure is designed as an imaginative playground feature where the airplane appears to be gently lifted and displayed by the hands. Children can climb on and around the plane, encouraging active play and creative exploration while serving as a unique landmark element for the park. This piece will be delivered in mid-April.

### Staffing Updates:

We conducted 14 interviews from a pool of more than 50 applicants. Following the initial interviews, the field was narrowed to two finalists who participated in a second round of interviews. An offer was extended for the Assistant Parks and Recreation Director position, and the candidate has accepted. The new Assistant Director is expected to begin in mid-April.

## **CLERK**

- Developing liquor festival permitting process
- Held meeting with Rendezvous Board, Garfield County Events Coordinator and Rifle Police Chief & Lieutenant
- Held Evacuation Plan Committee Meetings, preparing agendas, minutes and coordinating with staff
- Planning All-Hands Safety Training for May
- Planning Safety Committee Meeting and preparing agenda
- Preparing for Strategic Planning
- Processed Liquor License Renewals –
  - Thai Chili Bistro, Inc dba Thai Chili Bistro
  - Jalisco Grill, LLC dba Jalisco Grill
  - Kum & Go, LC dba Maverik 5031
  - Western Slope Investments dba Wing Nutz Bar and Grill
  - Brenden Theatre Corporation dba Brenden Rifle 7 Theatres
- Processed Marijuana License Renewal –
  - Rifle Remedies, LLC dba Green Cross Rifle
- Published 6 public notices for community events Council are invited to
- Published 10 public notices for Ordinances (1<sup>st</sup> & 2<sup>nd</sup> Reading) approved in February & March
- Processed 10 CORA requests in February and 2 so far in March
- Processed 2 CIRSA Claims in February
  - 13 Bollards Damaged on 100 W. Third St.
  - Sewer Backup on 840 Railroad Ave.

**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: March 18, 2026  
SUBJECT: Director Update

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**Community Development Department, February – 2026 Update**

- City of Rifle Planning and Building Software – CloudPermit, Digital Plan Review Table has been purchased and installed. Staff has been training on the new software and hardware. It is anticipated that Cloudpermit will go live to the public with the full suite in late March. Staff is developing marketing materials for the launch that will be available on the City’s website and potentially social media.
- Housing Needs Assessment – Staff has established an internal RIFLE HOUSING working group to identify priorities and implementation steps from the Housing Study and Action Plan.
- Comprehensive Plan Reconfirmation and Land Use and Development Code Update – City Council and Planning Commission had their first joint workshop on 02/18/2026. The second joint workshop is tentatively scheduled for June 17<sup>th</sup>, 2026 to discuss results of a community survey and Rifle HS survey. Stakeholder engagement efforts are ongoing through June/July. The design team members will be in Rifle March 17-18 to gather data on the City’s physical/architectural neighborhood characteristics.
- Building Division – We are in the process of hiring the Community Development Technician position and getting someone onboarded in late March/early April.
- GRIT – We are in the process of hiring the Economic Opportunity Specialist which is a modified version of the previous Main Street Manager position. This shift provides clearer direction to the position. GRIT and DDA will be completing a half-day joint Strategic Planning session on March 30<sup>th</sup> at the Ute Theater. The intent is to have clear direction on projects and programs for GRIT and DDA to achieve in the coming 2-3 years with an understanding of how the two entities can help each other succeed. This Strategic Planning session will be facilitated by Electra Johnson who is funded by DOLA Main Street for this facilitation.

Attached – Building Permit Data (November, December, 2025)

CITY OF RIFLE BUILDING PERMIT REPORT

November 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
November	18	3	3	0	0	15	\$ 10,695.90	\$ 5,888.50	\$ 11,840.83	\$ 6,721.18	\$ 19,674.03	\$ 19,973.13	\$ -	\$ 0.00
Year to Date	294	50	50	0	2	229	\$ 29,063,926.62	\$ 403,949.42	\$ 178,191.70	\$ 96,132.13	\$ 159,638.55	\$ 166,096.55	\$ 206,558.63	\$ 202,706.56
Nov-24	13	2	2	0	0	11	\$ 529,797.17	\$ 11,288.09	\$ 4,194.75	\$ 2,141.79	\$ 4,266.18	\$ 3,918.56	\$ 12,363.12	\$ 12,551.06
Year to Date 2024	285	26	21	5	5	254	\$ 34,588,464.67	\$ 318,715.83	\$ 171,684.65	\$ 94,997.69	\$ 307,314.57	\$ 189,305.28	\$ 464,402.60	\$ 461,680.00
End of Year 2024	279	21	21	0	5	252	\$ 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
BLD-2025-029	11/4/25	200 W 20TH ST, #F1	Kathi Mahovsky	New Mobile Home	\$195,000.00	\$ -	\$ 1,025.75	\$ 2,192.15	\$ -	\$ -	\$ 6,558.01	\$ 6,657.71	
BLD-2025-041	11/4/25	593 PARK AVE	Rocky Gray	Re-roof	\$ 11,260.00	\$ -	\$ 478.55	\$ 50.00	\$ -	\$ -	\$ -	\$ -	
BLD-2025-042	11/4/25	595 PARK AVE	Rocky Gray	Re-roof	\$ 11,260.00	\$ -	\$ 478.55	\$ 50.00	\$ -	\$ -	\$ -	\$ -	
BLD-2025-044	11/5/25	1805 ANVIL VIEW AVE	Carrie McKellip	Replacement windows/Doors	\$ 98,329.00	\$ -	\$ 4,178.98	\$ 979.75	\$ -	\$ -	\$ -	\$ -	
BLD-2025-043	11/5/25	1432 ARABIAN AVE	Carrie McKellip	Replacement windows/Doors	\$ 15,505.00	\$ -	\$ 4,178.98	\$ 979.75	\$ -	\$ -	\$ -	\$ -	
BLD-2025-048	11/6/25	1401 E SPRUCE CT	Jacob Wood	Re-roof	\$ 19,143.00	\$ -	\$ 813.57	\$ 50.00	\$ -	\$ -	\$ -	\$ -	
BLD-2025-032	11/6/25	101 E 26TH ST	Maria Hernandez	Commercial Remodel	\$ 500.00	\$ -	\$ 23.50	\$ 25.00	\$ -	\$ -	\$ -	\$ -	
BLD-2025-037	11/6/25	329 E 2ND ST	Patrick Duncan	Re-roof	\$ 2,000.00	\$ -	\$ 85.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	
BLD-2025-036	11/12/25	131 E 26TH ST	Marcellino HOLGUIN, MARCELINO	Commercial Remodel	\$ 10,000.00	\$ -	\$ 425.00	\$ 167.25	\$ -	\$ -	\$ -	\$ -	
BLD-2025-027	11/12/25	407 PREFONTAINE AVE	Orlando Castillo	Addition	\$ 20,000.00	\$ -	\$ 850.00	\$ 321.25	\$ -	\$ -	\$ -	\$ -	
BLD-2025-034	11/12/25	518 E 12TH ST	Big Dog Solar	Roof Mount	\$ 19,231.00	\$ -	\$ 817.32	\$ 307.25	\$ -	\$ -	\$ -	\$ -	
BLD-2025-049	11/14/25	195 14TH ST	Michael McLain	Remodel	\$226,003.00	\$ -	\$ -	\$ 1,699.35	\$ 727.75	\$ -	\$ -	\$ -	
BLD-2025-031	11/17/25	W 30TH ST	Uriel Mellin	New Residential Home	\$380,000.00	\$ -	\$ 16,150.00	\$ 2,061.75	\$ 1,430.55	\$ 5,048.64	\$ 2,720.82	\$ 6,558.01	\$ 6,657.71
BLD-2025-050	11/18/25	101 E 26TH ST	Maria Hernandez	Remodel	\$ 30,000.00	\$ -	\$ 1,275.00	\$ 441.75	\$ 23.50	\$ -	\$ -	\$ -	
BLD-2025-040	11/20/25	218 E 3RD ST	SOCO SOLAR, Krystal Sherwood	Roof Mount	\$ 5,280.00	\$ -	\$ 224.00	\$ 111.25	\$ -	\$ -	\$ -	\$ -	
BLD-2025-022	11/20/25	487 CROCKETT CIR	BURK, KEVIN G	New Residential Home	\$271,975.00	\$ -	\$ 18,547.34	\$ 2,275.80	\$ 1,514.55	\$ 6,792.19	\$ 4,000.36	\$ 6,558.01	\$ 6,657.71
BLD-2025-045	11/26/25	1104 HICKORY DR	Julio Saenz	Re-roof	\$ 21,000.00	\$ -	\$ 89.25	\$ 50.00	\$ -	\$ -	\$ -	\$ -	
BLD-2025-062	11/26/25	1438 BEECH ST	Martin Gonzalez	Re-roof	\$ 13,000.00	\$ -	\$ 552.50	\$ 50.00	\$ -	\$ -	\$ -	\$ -	

Total = \$ 10,695.90 \$ 5,888.50 \$ 11,840.83 \$ 6,721.18 \$ 19,674.03 \$ 19,973.13 \$ - \$ 0.00

CITY OF RIFLE BUILDING PERMIT REPORT

December 2025

Summary (see note 1)	Total No. of Permits	Total Units *New SFD & New MFD <small>(is not part of total permit amount)</small>	*New SFD Units <small>(is not part of total permit amount)</small>	*New MFD Units <small>(is not part of total permit amount)</small>	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
December	19	6	6	0	1	12	\$ 51,280.90	\$ 17,777.70	\$ 16,339.55	\$ 13,584.38	\$ 8,000.72	\$ 39,348.06	\$ 39,946.26	\$0.00
Year to Date	313	56	56	0	3	241	\$ 29,115,207.52	\$ 421,727.12	\$ 194,531.25	\$ 109,716.51	\$ 167,639.27	\$ 205,444.61	\$ 246,504.89	\$202,706.56
Dec-24	13	1	1	0	0	12	\$ 449,485.59	\$ 9,551.52	\$ 3,629.94	\$ 2,118.60	\$ 4,225.50	\$ -	\$ 6,181.56	\$ -
Year to Date 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
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
BLD-2025-065	12/2/25	235 ASH AVE	Phil Jensen	Re-roof	\$ 10,000.00	\$ 425.00	\$ 50.00						
BLD-2025-059	11/24/25	2877 EAST AVE	Carrie McKellip	Replacement windows/Doors	\$ 23,400.00	\$ 994.50	\$ 294.00						
BLD-2025-058	11/20/25	200 W 20TH ST, #A146	Mahovsky Kathy	New	\$ 113,000.00	\$ -	\$ 1,221.75	\$ 930.75			\$ 6,558.01	\$6,657.71	
BLD-2025-061	11/24/25	200 W 20TH ST, #A148	Mahovsky Kathy	New	\$ 113,000.00	\$ -	\$ 1,221.75	\$ 930.75			\$ 6,558.01	\$6,657.71	
BLD-2025-060	11/20/25	200 W 20TH ST, #D18	Mahovsky Kathy	New	\$ 154,000.00	\$ -	\$ 3,517.75	\$ 1,632.15			\$ 6,558.01	\$6,657.71	
BLD-2025-057	11/20/25	2649 ACACIA AVE	Johnson Kayla, Goodwin Joni, Golden Tim	Replacement windows/Doors	\$ 4,681.00	\$ 4,681.95	\$ 111.25						
BLD-2025-054	12/11/25	2432 PIONEER WAY	Jen Cox, DAGER, BROOKE & LARSON, RYAN	Fence	\$ 12,000.00	\$ 510.00	\$ 209.25						
BLD-2025-071	12/11/25	1159 MUNRO AVE	CASANOVA, VICTOR & CONSUELO	New	\$ 608,758.00	\$ -	\$ -	\$ 150.00					
BLD-2025-055	12/12/25	354 W 30TH	ALDER RIDGE LLC	New	\$ 284,200.00	\$ 12,078.50	\$ 1,501.75	\$ 1,161.75	\$ 6,792.19	\$ 4,000.36	\$ 6,558.01	\$6,657.71	
BLD-2025-072	12/10/25	1357 FIRETHORN DR	Michael Schuster	Shell	\$ 26,000.00	\$ 1,105.00	\$ 391.25						
BLD-2025-073	12/15/25	241 E 5TH ST	Gil Frontella	Replacement windows/Doors	\$ 1,500.00	\$ 63.75	\$ 23.50						
BLD-2025-068	12/10/25	300 E 9TH ST	Carrie McKellip	Replacement windows/Doors	\$ 11,328.00	\$ 481.44	\$ 195.25						
BLD-2025-056	12/12/25	295 W 30TH ST	KC Miller, Terry NEW BEGINNINGS NEW HOMES LLC	New	\$ 271,250.00	\$ 11,528.13	\$ 1,451.35	\$ 1,100.15	\$ 6,792.19	\$ 4,000.36	\$ 6,558.01	\$6,657.71	
BLD-2025-076	12/18/25	718 WHITERIVER AVE	Hailey Schaneman, Angie Lathrum	Footings and foundations	\$ 10,546.00	\$ 448.97	\$ 181.25						
BLD-2025-074	12/17/25	440 W 4TH ST #450	Oscar Ramirez	Re-roof	\$ 13,000.00	\$ 55.25	\$ 50.00						
BLD-2025-070	12/19/25	1453 AIRPORT ROAD	Amanda Decker, Property Manager LLC	Addition	\$ 311,000.00	\$ 13,217.50	\$ 2,175.35	\$ 3,243.25					
BLD-2025-046	12/17/25	1453 AIRPORT ROAD	Amanda Decker	New	\$ 1,123,850.00	\$ 5,263.66	\$ 5,108.75	\$ 7,190.75			\$ 6,558.01	\$6,657.71	
BLD-2025-079	12/19/25	213 E 5TH ST	FRONTELLA REVOCABLE TRUST III DATED 2/12/21	Replacement windows/Doors	\$ 1,500.00	\$ 87.25	\$ 23.50						
BLD-2025-080	12/23/25	426 HARMONY DR	Geoff Heil	Re-roof	\$ 8,000.00	\$ 340.00	\$ 50.00						
					Total =	\$ 51,280.90	\$ 17,777.70	\$ 16,339.55	\$ 13,584.38	\$ 8,000.72	\$ 39,348.06	\$ 39,946.26	\$0.00



# 2025Q4 IT Executive Summary Report for City Manager

## Project Updates:

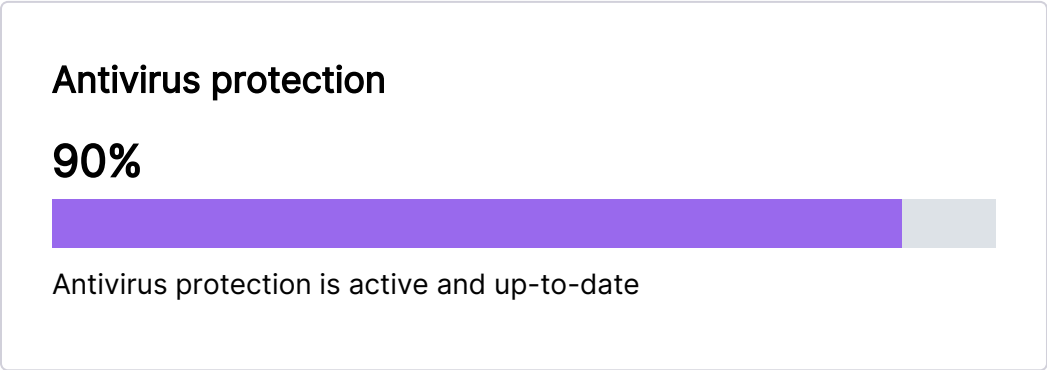
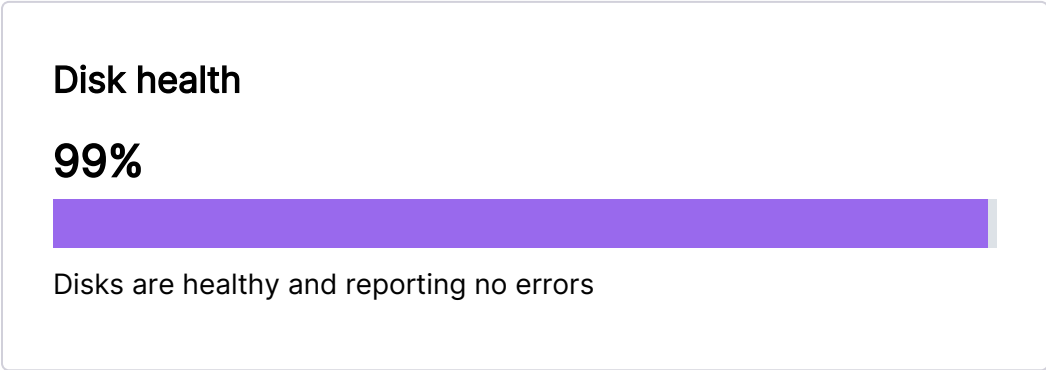
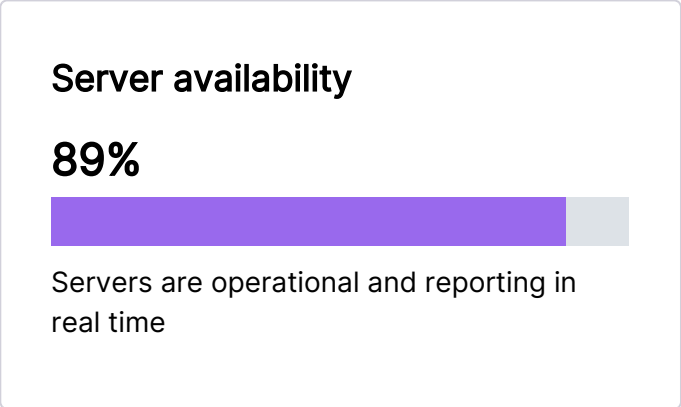
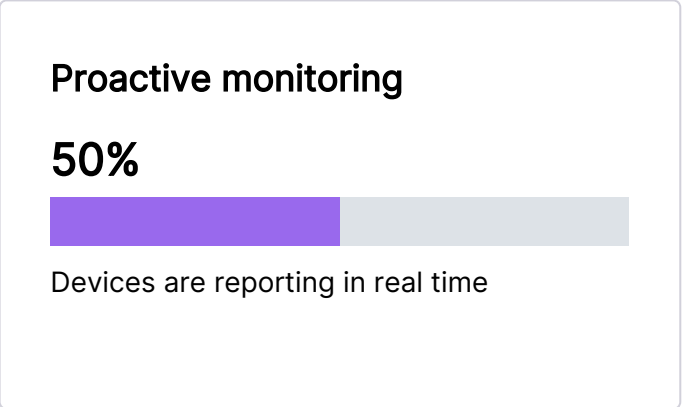
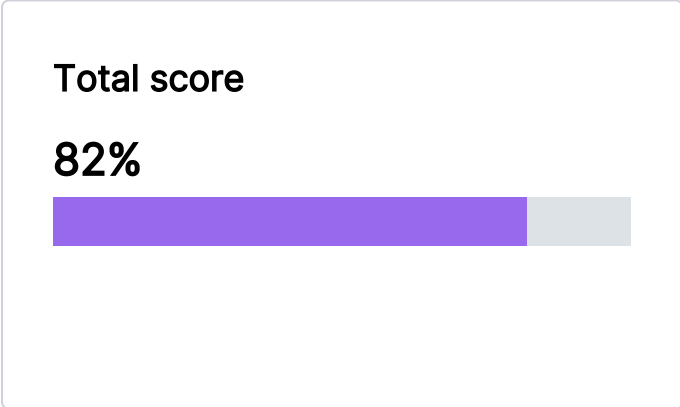
- **Guest wireless network is still experiencing intermittent issues, but plans are in place to resolve soon**
- **Additional Access Points have been moved/added in Mamm Peak, Council Chambers and at PD**
- **We have switched to a new antivirus and security suite allowing additional capabilities**
- **We will be moving to rifleco.gov for email soon**
- **MFA for O365 and VPN have enhanced security and geolocation capability now**
- **Replacement server hosts are now set to arrive at the end of April, additional delay due to hardware availability**

ORGANIZATION  
City of Rifle

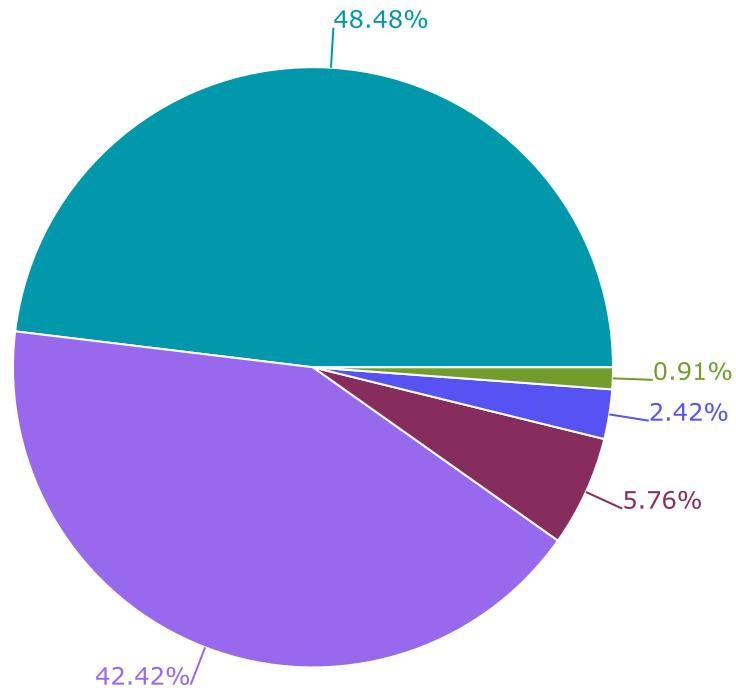
EXECUTION DATE  
Mar 12, 2026

DESCRIPTION  
IT Executive Summary Report for City Manager

Health score

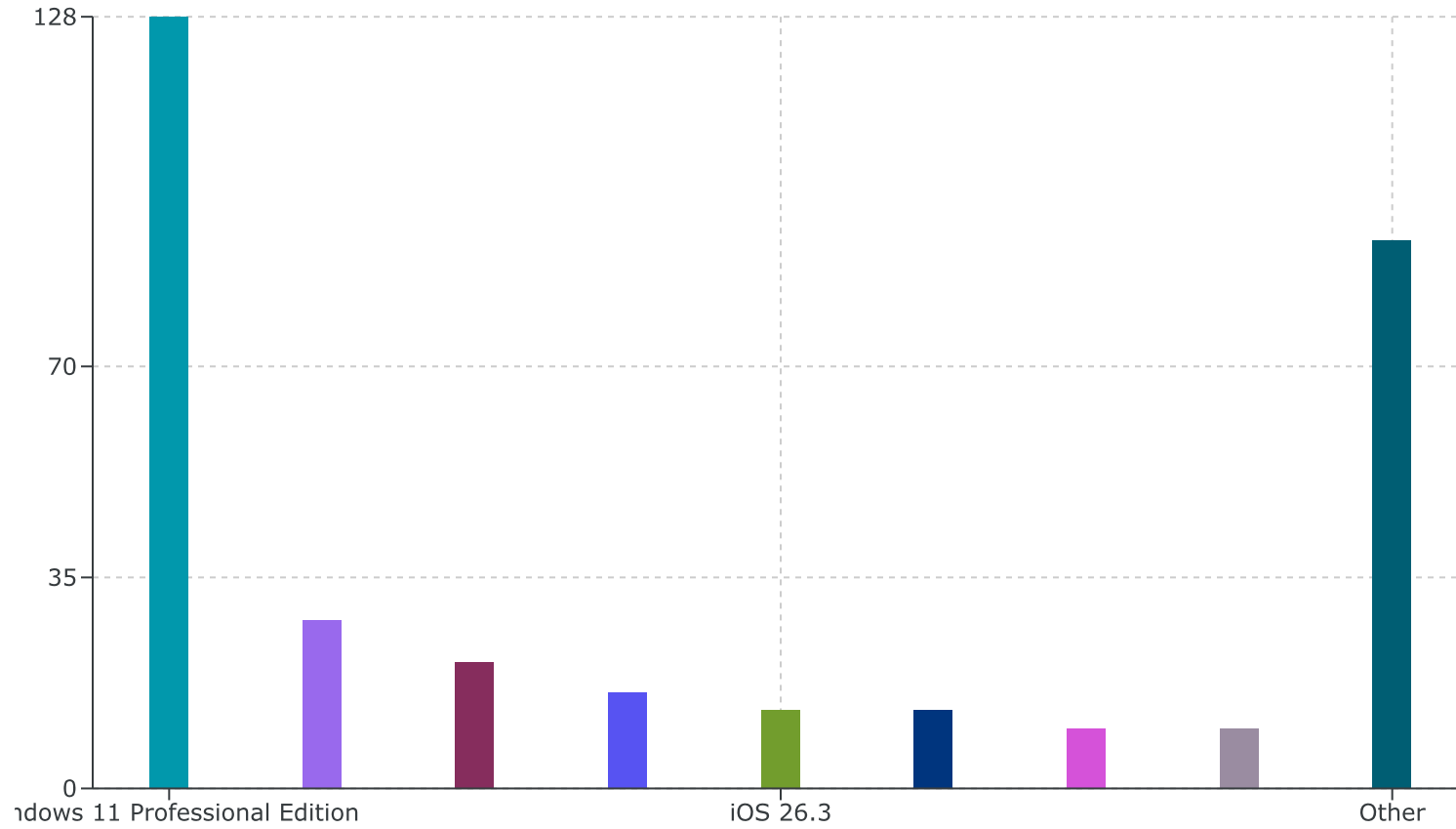


## Site overview by device type



Total		330
●	Windows Workstations	160
●	Apple Mobile	140
●	Windows Servers	19
●	NMS	8
●	Mac	3

# Site overview by OS



Total		330
●	Windows 11 Professional Edition	128
●	Windows 11 Pro for Workstations Edition	28
●	iOS 26.2.1	21
●	iOS 26.3.1	16
●	iOS 26.3	13
●	iOS 18.6.2	13
●	iOS 18.5	10
●	Windows Server 2016 Standard Edition	10
●	Other	91

## System overview

### Antivirus

Protected devices	<b>164</b>
Unprotected devices	<b>18</b>

### Software

Added	<b>1003</b>
Removed	<b>380</b>
Updated	<b>33829</b>

### Hardware

Added	<b>201</b>
Removed	<b>196</b>

### Teamviewer

Devices	<b>0</b>
Sessions	<b>0</b>

### Alerts triggered

**475**

### Actions run

**13143**



# 2025Q4 IT Ticket Review for City Manager Report

ORGANIZATION

City of Rifle

EXECUTION DATE

Mar 12, 2026

DESCRIPTION

Ticketing report for City of Rifle

# Ticket Volume

## Total

Status	Count
New	1
In Progress	4
Waiting	0
Waiting-Parts on Order	1
Waiting on End User Response	0
Waiting on End User Response Beyond 3 Days	0
Paused	1
Closed	194
Reopened	16 (7.96%)
Created	201

## Tickets Created Per Day

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
49	38	54	25	29	4	2

## Tickets Created Per Hour

Start Time	End Time	Total
12 AM	03 AM	0
03 AM	06 AM	0
06 AM	09 AM	56
09 AM	12 PM	58
12 PM	03 PM	48
03 PM	06 PM	31
06 PM	09 PM	5
09 PM	12 AM	3

# Resolution time

**Mean time to resolve**      **10 Days 6 Hours 30 Minutes**

**One touch resolution**      **45.729%**

**First response time**      **1 Day 5 Hours 42 Minutes**

## Tickets/Resolution time

0-5 Hours	5-24 Hours	1-7 Days	7-30 Days	More than 30 days
51%	10%	15%	20%	5%

## Technician touches

0	1	2	3-5	Greater than 5
96%	3%	0%	0%	0%

# Technician ticket efficiency

## Tickets taken

Technician	Total
Kelly Thompson	17
Brenda Maes	75
Jake Statler	11
James Binford	98

## Tickets solved

Technician	Total
Kelly Thompson	6
Brenda Maes	80
Jake Statler	11
James Binford	100