



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

April 1, 2026

7:00 PM

202 Railroad Avenue, Rifle, CO 81650

6:00 PM - Workshop Meeting

Discussion and Review

- a. Discussion on Rifle Regional Economic Development Partnership (RREDC) and Potential Building Purchase
- b. Update on Park and Ride Project

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 18, 2026 Regular Meeting
 - 5.b. Consider Liquor License Renewal for Rifle Tequila's Inc. dba Tequila's
 - 5.c. Consider Liquor License Renewal for Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa
 - 5.d. Consider Adopting Liquor Permitting Process for Festivals - Ordinance No. 9, Series of 2026 (2nd Reading)
 - 5.e. Consider Approval of Purchase Order for 2026 Shelter & Impoundment Services provided by Journey Home Animal Shelter
 - 5.f. Consider Approval of the Purchase of Pool Chemicals
6. **Action, if any, on Workshop Items**

7. Presentation

- 7.a. Recognition Plaque for 28 Years of Service - Ronnie Chick

8. Public Hearing

- 8.a. Consider Adopting the Colorado Wildfire Resiliency Code by Reference - Ordinance No. 8 Series of 2026 (2nd Reading)

9. Regular Agenda

- 9.a. Consider Commercial Lease and Food and Beverage Agreement for Rifle Creek Golf Course
- 9.b. Consider Purchase of a Ford Escape for the Utility Department
- 9.c. Consider Adoption of Investment Policy — Resolution No. 10, Series of 2026
- 9.d. Consider Amendment Request Letter for Local Planning Capacity Grant - Housing Action Plan
- 9.e. Consider Purchase of Two Upfit Packages for New Police Interceptor Patrol Vehicles
- 9.f. Consider Award to Boundaries Unlimited Inc. for the Design of the Northeast 1,000,000 Gallon Tank Design
- 9.g. Consider Award to Colorado River Engineering for the Design of the Railroad Avenue 9th St to Highway 13 Design

10. Administrative Reports

- 10.a. Report to City Manager

11. Comments from Mayor and Council

12. 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 Ramírez 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:

Discussion on Rifle Regional Economic Development Partnership (RREDC) and Potential Building Purchase

Presenter:

Patrick Waller, City Manager

Item Description:

Discussion only.

Recommended Action:

No action on Workshop Items.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

The Rifle Regional Economic Development Partnership is a local non-profit board that was founded in 2007 with a focus on advancing economic development strategies and projects with job creation in Western Garfield County. Currently, the board is responsible for the operation of the Rifle Co-Work and is the umbrella entity for a number of smaller organizations (Farmers Market, RAMBO, CRVEDP). The RREDC currently rents space at 144 East 3rd Street. City Staff was approached by a member of the RREDC board, about the possibility of purchasing a building in Rifle. RREDC is not asking for City funding as part of the purchase. Staff will give an update to Council at the Workshop.

Notification Requirements:

N/A

Prepared By:

Zach Higgins, Community Development Director

Attachments:

None



Agenda Item #b.

Agenda Item Name:

Update on Park and Ride Project

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Discussion Only.

Recommended Action:

No action on Workshop Items

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Staff will give City Council an update on recent developments with the Raise Grant - Park and Ride project

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, City Manager

Attachments:

None



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the March 18, 2026 Regular Meeting

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Minutes of the March 18, 2026 Regular Meeting

Recommended Action:

Move to approve the minutes of the March 18, 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 18, 2026, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 03.18.2026 DRAFT Minutes



RIFLE CITY COUNCIL REGULAR MEETING

March 18, 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 Michael Clancy, Councilor Chris Bornholdt, Councilor Alicia Gresley, Councilor Scott Marsh, Councilor Karen Roberts, Councilor Jonathan Rice, 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, City Attorney Jim Neu, Parks & Recreation Director Austin Rickstrew, Chief of Police Debra Funston, Lieutenant Mike Kuper, Community Development Director Zach Higgins, Procurement & Grant Reporting Manager Iris Trevisano, Public Works Director Brian Prunty, O&M Supervisor Colton Secary, Recreation Coordinator I - Special Events Delaney Passmore, Colorado River Fire Rescue Fire Marshal Orrin Moon, Journey Home Animal Center Representative Heather Grant, and CLEER Education & Outreach Manager Emily Williams.

PUBLIC COMMENT

No public comments heard.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Minutes of the March 4, 2026 Regular Meeting
- B. Consider Declaring Decommissioned Vehicles
- C. Consider Approval of Purchase Order for Garfield County Victims Response Team
- D. Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill
- E. Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

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

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

No – None.

REGULAR AGENDA

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

CLEER Education and Outreach Manager Emily Williams presented a request to consider letter of support for the Colorado Energy Office CAMP Implementation Phase grant. The proposed project would expand an electrical vehicle carshare access across the Western Slope, including a site located in the shared parking lot between Rifle City Hall and Garfield County Library. The Rifle site would use three parking spaces to accommodate two ADA-accessible EV charging stations, with one charging port designated for the carshare vehicle and one for public charging. Discussion focused on the benefits to Rifle residents, including affordable transportation access for individuals without vehicles, households needing occasional second-car access, businesses needing temporary fleet options, and residents interested in trying electric vehicles without ownership. Council also discussed ownership and long-term maintenance of the charging equipment, liability questions, and the eventual transfer of charger ownership to either the City or the library at the end of a 10-year mark.

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

CLEER Education & Outreach Manager Emily Williams answered questions for Council.

Councilor Alicia Gresley moved to approve the letter of support for the Colorado Energy Office CAMP Implementation Phase Grant; seconded by Councilor Karen Roberts.

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

No – None.

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

Procurement and Grant Reporting Manager Iris Trevisano and Operations and Maintenance Supervisor Colton Secary presented request to consider purchase of a John Deere 444 P-Tier Wheel Loader. The purchase would be through a cooperative agreement with 4 Rivers Equipment. The agreement includes a \$35,000 trade-in allowance for the City's 2014 Volvo Loader. Staff stated the Volvo loader is currently showing significant wear, including hydraulic leaks, smoke blow-by, and reduced reliability. The final purchase price after the trade-in would be \$168,753.29, which is within the 2026 budget and significantly below the originally budgeted amount. Staff explained that the loader is used citywide by multiple departments, including utilities, parks, and other operations.

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

Operations and Maintenance Supervisor Colton Secary answered questions for Council.

Councilor Scott Marsh to approve the purchase of a John Deere 444 P-Tier Wheel Loader for the amount of \$168,753.29 from 4Rivers Equipment; seconded by Councilor Jonathan Rice.

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

No – None.

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

Community Development Director Zach Higgins and Colorado River Fire Rescue - Fire Marshal Orrin Moon presented request to consider letter of support for the Colorado Wildfire Resiliency Code by Reference - Ordinance No. 8 Series of 2026 on first reading. The adoption of the Colorado Wildfire Resiliency Code is intended to increase fire protection in affected areas of the city and help prevent or slow the spread of fire during major wildfire events. Staff noted that, according to the State's draft map, the City of Rifle includes areas with no restrictions, Class 1 (low risk) restrictions, and Class 2 (moderate risk) restrictions. Staff explained that the code would apply only to properties located within the moderate-risk areas identified on the State's Wildfire Resiliency Code map, thereby limiting the impact on most Rifle residents and avoiding broader construction cost increases citywide. Staff identified the most significant areas of enforcement in applicable zones are related to roofing materials, siding materials, building envelope construction, and defensible space. Defensible space was described as an area around a structure where combustible vegetation and other materials are cleared, treated, or modified in order to reduce wildfire intensity and provide safer conditions for fire suppression efforts. CRFR – Fire Marshall Orrin Moon explained that implementation will be a partnership among the City, Garfield County, and neighboring municipalities. The code addresses both building standards and defensible space requirements around new homes. CRFR district staff will assist with defensible space inspections, while city building inspectors will continue to focus on the structures themselves. The state deadline for adoption is April 1, 2026 with an effective date of July 1, 2026.

Comments were heard from Mayor Clint Hostettler, Councilor Chris Bornholdt and Councilor Scott Marsh.

CRFR – Fire Marshall Orrin Moon answered questions for Council.

Councilor Scott Marsh moved 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; seconded by Councilor Alicia Gresley.

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

No – None.

Consider Adopting Liquor Permitting Process for Festivals - Ordinance No. 9, Series of 2026 (1st Reading)

City Clerk Alexis Ramirez presented request to consider to adopting liquor permitting process for festivals – Ordinance No. 9, Series of 2026 on first reading. The process would allow active liquor license holders to sell products for both on-premise consumption and take-out at approved participating events. The proposed festival liquor permitting process is designed to mirror the City's existing special event permit structure while expanding eligibility to include licensed vendors, rather than limiting participation to non-profit organizations. The festival permitting application would be subject to local and state authorization. Staff noted that events such as Barks, Brew and BBQ would benefit from increased vendor participation under this process. The application process entails a 60-day application deadline, established permit fees, annual participation limits for both city and non-city license holders, and submission of required documentation such as site diagrams, control and security plans, sales tax information and proof of liability insurance. This ordinance gives the City a formal local process to regulate festival

permits.

Special Events / Recreation Coordinator I Delaney Passmore and Journey Home Animal Center Representative Heather Grant were present to answer questions for Council.

Comments were heard from Councilor Alicia Gresley.

Councilor Jonathan Rice moved 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; seconded by Councilor Chris Bornholdt.

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

No – None.

Consider Purchase of Two Beverage Units for the Rifle Creek Golf Course

Procurement and Grant Reporting Manager Iris Trevisano and Parks and Recreation Director Austin Rickstrew presented request to consider the purchase of two beverage units for the Rifle Creek Golf Course. The purchase would be through a cooperative agreement with Masek Rocky Mountain Golf Carts. The cost for both units is \$48,750, which is within the golf course's 2026 equipment budget of \$83,000. Staff explained that the existing beverage units have reached the end of their useful life and can no longer safely and effectively operate on the course, particularly on the back nine. The new units are intended to support the golf course and restaurant operations, as required under the concession arrangement. The units will be owned by the City but used as part of the golf course concession operation, similar to other leased restaurant equipment. The concessionaire provides liability coverage for their operations.

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

Councilor Scott Marsh moved 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; seconded by Councilor Alicia Gresley.

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

No – None.

Consider Purchase of Two Upfit Packages for New Police Interceptor Patrol Vehicles

Procurement and Grant Reporting Manager Iris Trevisano and Lieutenant Mike Kuper presented request to consider the purchase of two upfit packages for the new police interceptor patrol vehicles previously approved by Council. The upfit work will be completed by Graco Customs, a local outfitter, under a miscellaneous exemption due to the specialized nature of the work and the benefit of maintaining consistency across the Police Department fleet. The requested amount is \$58,399.67, which includes equipment installation and a contingency for shipping. Staff also noted that vehicle wrapping will be completed separately and that the total project remains within budget. Vehicles will be ready by mid-June.

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

Councilor Michael Clancy moved to approve the purchase of two upfit packages for new police interceptor patrol vehicles from GreyCO Customs in the amount of \$58,399.67; seconded by Councilor Jonathan Rice.

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

No – None.

Consider Purchase of a 2025 Ford Police Interceptor Utility Patrol Vehicle

Procurement and Grant Reporting Manager Iris Trevisano and Lieutenant Mike Kuper presented request to consider the purchase of a 2025 Ford Police Interceptor Utility Patrol Vehicle. Staff explained the reason for request was due to previous fleet discussions to review the options of adding another patrol vehicle in support of a potential take-home vehicle program to strengthen fleet availability. During discussion, Council expressed interest in purchasing two vehicles instead of one, contingent upon the availability of an additional 2025 model. Council cited several factors supporting this approach, including the need to remain competitive in officer recruitment, planned implementation of a take-home vehicle program, the potential for hiring certified officers requiring faster deployment, and the benefit of securing remaining 2025 inventory before potential price increases and longer lead times. Staff confirmed that two vehicles had previously been available but noted that current availability would need to be verified. Council discussed proceeding with approval of a not-to-exceed amount for two vehicles, limited specifically to 2025 models if still available.

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

Lieutenant Mike Kuper and Procurement and Grant Reporting Manager Iris Trevisano answered questions for Council.

Councilor Chris Bornholdt moved to approve the purchase of two 2025 Ford Police Interceptor Utility patrol vehicles from Phil Long Ford Denver in the amount not to exceed \$104,000; seconded by Councilor Jonathan Rice.

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

No – None.

Report to City Manager

Report was heard from City Manager Patrick Waller.

Comments from Mayor and Council

Comments were heard from Councilor Scott Marsh, Councilor Michael Clancy, Councilor Alicia Gresley and Councilor Jonathan Rice.

Adjournment

Meeting adjourned at 8:09 p.m.

Alexis Ramirez

City Clerk

Clint Hostettler

Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Liquor License Renewal for Rifle Tequila's Inc. dba Tequila's

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Hotel & Restaurant Liquor License Renewal for Rifle Tequila's Inc. dba Tequila's

Recommended Action:

I move to approve the Liquor License Renewal application for Rifle Tequila's Inc. dba Tequila's

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Rifle Tequila's Inc. dba Tequila's located at 800 Airport Road, Suite 3, Rifle, CO has submitted a Hotel & Restaurant Liquor 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 - Tequila's Liquor License Renewal

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premises Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$1750.00

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

Uploaded to MoveIt on Date

☐ Paid online

Licensee Name

RIFLE TEQUILA'S INC.

Doing Business As Name (DBA)

TEQUILA'S

Liquor License Number

-

License Type

HOTEL & RESTAURANT

Sales Tax License Number

Expiration Date

MAY 17, 2026

Due Date

APRIL 3, 2026

Business Address

Street Address

800 AIRPORT RD.

Phone Number

970-665-9082

City

RIFLE

State ZIP Code

CO

81650

Mailing Address

Street Address

800 AIRPORT RD. SUITE 3

City

RIFLE

State ZIP Code

CO

81650

Email

Operating Manager

Date of Birth

PEDRO GOMEZ

Home Address

Street Address

Phone Number

City

State

ZIP Code

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

Are the premises owned or rented? ☒ Owned

*If rented, expiration date of lease

☐ Rented*

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.

9. I would like to apply for a Two-Year Renewal..... ☐ Yes ☒ No

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Title

Signature

Date (MM/DD/YY)

Pedro Gomes

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

--

Title

Attest

--

--

Signature

Date (MM/DD/YY)

--

--

Local Licensing Authority Approves this license for a two-year renewal..... ☐ Yes ☒ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--

Tax Check Authorization, Waiver, and Request to Release Information

I, PEDRO GOMEZ

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

(the "Applicant/Licensee")

RIFLE TEQUILA'S INC. DBA TEQUILA'S

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)

RIFLE TEQUILA'S INC. DBA TEQUILA'S

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

970-665-9082

Street Address

800 AIRPORT RD. SUITE 3

City

State

ZIP Code

RIFLE

CO

81650

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

PEDRO GOMEZ

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

Date Signed

Pedro Gomez

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 #5.c.

Agenda Item Name:

Consider Liquor License Renewal for Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Liquor License Renewal for Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa

Recommended Action:

Move to approve the Liquor License Renewal for Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Beauty Queens Hair Salon & Spa, LLC dba Beauty Queens Hair Salon & Spa, located at 124 W. 3rd Street, Rifle, CO, has submitted a Beer & Wine 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 - Beauty Queens Hair Salon Liquor License Renewal

DR 8400 (05/05/25)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

RECEIVED

MAR 19 2026

City Clerk
City of Rifle

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	351. ²⁵
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premises Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$1601. ²⁵

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

Uploaded to Movelt on Date

☐ Paid online

Licensee Name

Maria Mendez

Doing Business As Name (DBA)

Beauty Queens Hair Salon & Spa LLC

Liquor License Number

License Type

Beer & Wine City

Sales Tax License Number

Expiration Date

Due Date

05/09/2026

Business Address

Street Address

124 W 3rd St

Phone Number

(970) 625-2197

City

Rifle

State

CO

ZIP Code

81650

Mailing Address

Street Address

124 W. 3rd St

City

Rifle

State

CO

ZIP Code

81650

Email

Operating Manager

Date of Birth

Maria Mendez

Home Address

Street Address

Phone Number

City

State

ZIP Code

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

Are the premises owned or rented?

☒ Owned

*If rented, expiration date of lease

☐ Rented*

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.

9. I would like to apply for a Two-Year Renewal..... Yes ☐ No ☒

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Manolo Jesus Mendez

Title

Owner

Signature



Date (MM/DD/YY)

03/19/2020

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

--

Title

Attest

--

--

Signature

Date (MM/DD/YY)

--

--

Local Licensing Authority Approves this license for a two-year renewal..... ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--

Tax Check Authorization, Waiver, and Request to Release Information

I, Mariade Jesus Mondoz

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

(the "Applicant/Licensee")



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

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

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

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

Name (Individual/Business)

Maria Mender / Beauty Queens Hair Salon, Sp LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

(970) 625-2147

Street Address

12A W. 3rd St.

City

Refr

State

CO

ZIP Code

81650

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

Ma-de Jesus Rada

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



Date Signed

03-19-2026

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 #5.d.

Agenda Item Name:

Consider Adopting Liquor Permitting Process for Festivals - Ordinance No. 9, Series of 2026 (2nd 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 second reading.

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 In City Licensee \$500 Out of City Licensee

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 with 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 #5.e.

Agenda Item Name:

Consider Approval of Purchase Order for 2026 Shelter & Impoundment Services provided by Journey Home Animal Shelter

Presenter:

Patrick Waller, City Manager

Item Description:

Consider approving purchase order (expenditure) for Journey Home Animal Shelter

Recommended Action:

Move to approve the purchase order for the Journey Home Animal Shelter in the amount of \$150,000.00 for animal housing and care services.

Fiscal Impact:

This item was budgeted at \$150,000 in the FY2026 adopted budget. The total purchase order request is \$150,000.00 which results in zero net budget variance.

Operational Impact:

None

Prior Board Motions:

Council has approved the expenditure for over 7 years.

Background Information:

The police department utilizes the services of the Journey Home Animal Shelter as part of our animal control function. Journey Home is the only Rifle-based organization that can fulfill our needs.

Executive Summary:

This is a sole source purchase.

Notification Requirements:

None

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 2026 Approved Contract
2. PO Request - Journey Home - Animal Shelter and Impoundment Services 2026

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

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

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

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

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

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

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

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

Quarter 1 (January 1 – March 31)

Quarter 2 (April 1 – June 30)

Quarter 3 (July 1 – Sept 30)

Quarter 4 (October 1 – Dec 31)

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

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

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

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

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

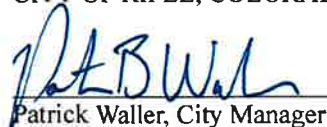
With copy to: Karp Neu Hanlon, P.C.
 P.O. Drawer 2023
 Glenwood Springs, CO 81602

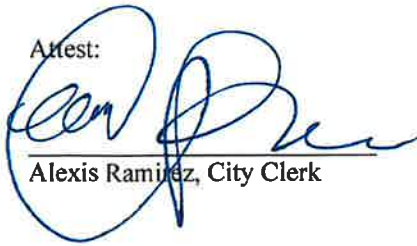
Notice to the Shelter: Journey Home Animal Care Center
 1500 Prefontaine Ave
 Rifle, CO 81650

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

CITY OF RIFLE, COLORADO

By:


Patrick Waller, City Manager

Attest:

Alexis Ramirez, City Clerk



JOURNEY HOME ANIMAL CARE
CENTER, INC.

By: 
Natalie Bowman, president

By: 
Heather Grant, executive director



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Journey Home Animal Care Center	

2.	Vendor Address
	1500 Prefontaine Ave., Rifle, CO 81650

3.	For the Purchase of (description)
	Domestic Animal Shelter & Impoundment Services 2026

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$150,000.00	\$150,000.00	

5.	Dept. Name	General Ledger Acct #
	Police	100-4210-400-321

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

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

8.	Authorization Required	
	☒	City Manager
	☒	City Council

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



TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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



Agenda Item #5.f.

Agenda Item Name:

Consider Approval of the Purchase of Pool Chemicals

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Purchase of pool chemicals for the 2026 pool season.

Recommended Action:

Move to approve the purchase of pool chemicals from Progressive Commercial Aquatics in an amount not to exceed \$40,000.00.

Fiscal Impact:

This purchase was budgeted for 2026.

Operational Impact:

These products are required for the pool to operate safely.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

This request seeks approval for a miscellaneous exemption purchase from Progressive Commercial Aquatics for pool chemicals and supplies for the 2026 pool season. Progressive Commercial Aquatics, based in Golden, Colorado, is the state's exclusive distributor of Accu-Tab products and the only regional supplier of the specialty calcium hypochlorite briquette required for our Accu-Tab chlorinators. The Accu-Tab chlorination system used at our facilities requires this specific briquette, which is unavailable from other suppliers. The City has experienced consistent and satisfactory service from the company, reinforcing the justification for continuing this partnership. Staff recommends approval of this miscellaneous exemption purchase to ensure the continued safe and efficient pool operation for the 2026 season.

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. Memo - Miscellaneous Exemptions Purchase – Progressive Commercial Aquatics
2. Miscellaneous Exemptions Purchase – Pool Chemicals
3. Pool Chemicals PO Request

DEPARTMENT OF PARKS AND RECREATION

202 Railroad Avenue, Rifle, CO 8165

970-665-6570



MEMORANDUM

TO: Iris Trevisano, Procurement & Grant Reporting Manager
FROM: Austin Rickstrew, Parks and Recreation Director
DATE: April 1, 2026
SUBJECT: **Miscellaneous Exemptions Purchase – Progressive Commercial Aquatics**

I am requesting approval for a Miscellaneous exemptions purchase from Progressive Commercial Aquatics for pool chemicals and supplies for the 2026 pool season. Progressive Commercial Aquatics, based in Golden, Colorado, is the state's exclusive distributor of Accu-Tab products and the only regional supplier of the specialty calcium hypochlorite briquette required for our Accu-Tab chlorinators. This specific chemical is necessary for the proper function of our pool chlorination system and is not available from other suppliers.

In addition to the calcium hypochlorite briquettes, the city will purchase hydrochloric acid, clarifier, sodium bicarbonate, and pool conditioner from Progressive Commercial Aquatics. The city has consistently received satisfactory service from the company, and continuing this partnership will help maintain efficient and safe pool operations.

Given the necessity of this product and the lack of alternative suppliers, I recommend approval of the miscellaneous exemptions purchase to ensure uninterrupted operations for the 2026 pool season. Please let me know if you need any additional information. Please let me know if you need any additional information or supporting documentation.

Austin Rickstrew
Parks and Recreation Director

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: April 1, 2026
SUBJECT: Purchase of Pool Chemicals for 2026 season

Honorable Mayor Hostettler & City Council,

Under Article III and Sec. 4-2-230 of the code, which outlines Miscellaneous Exemptions: There exists only one (1) responsible source; I recommend that Parks and Recreation utilize Progressive Commercial Aquatics (A Landmark Aquatic Company) for the purchase of pool chemicals and supplies for the 2026 pool season. After reviewing Austin's memo and researching the Accu-Tab products Progressive Commercial Aquatics is the sole distributor of the products. I recommend the purchase request for \$40,000 for the purchase of Pool Chemicals from Progressive Commercial Aquatics for the 2026 pool season.

Iris Trevisano

Procurement and Grant Reporting Manager



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Progressive Commercial Aquatics	

2.	Vendor Address
	505 Violet St., Golden, CO 80401

3.	For the Purchase of (description)
	Purchase of Pool Chemicals

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$40,000.00	\$40,000.00	

5.	Dept. Name	General Ledger Acct #
	Pool	210-4513-400-611

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

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

8.	Authorization Required	
	☒	City Manager
	☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Austin Rickstrew</i>	03/26/2026
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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



Agenda Item #7.a.

Agenda Item Name:

Recognition Plaque for 28 Years of Service - Ronnie Chick

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Recognition Plaque

Recommended Action:

Presentation Only.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Ronnie Chick is retiring after 28 years of service! Ronnie has been a constant force in maintaining parks and facilities.

Years of Service: April 8, 1998 - April 8, 2026

Executive Summary:

After 28 years of dedication, hard work, and impact, it's time to honor Ronnie and wish him the very best in his next chapter.

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

None



Agenda Item #8.a.

Agenda Item Name:

Consider Adopting the Colorado Wildfire Resiliency Code by Reference - Ordinance No. 8 Series of 2026 (2nd 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.

Recommended Action:

Move to adopt the Colorado Wildfire Resiliency Code by reference as presented - Ordinance No. 8, Series of 2026 on second reading

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

Notification Requirements:

Notice has been met.

Prepared By:

Alexis Ramirez, City Clerk

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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Attributions

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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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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.

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.



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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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.



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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.

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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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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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.

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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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



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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.



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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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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



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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/m² 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/m² 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.



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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.



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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.



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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



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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.

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.

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



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

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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:

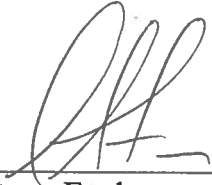
(a) \$1,589 for use by the division of fire prevention and control for the wildfire resiliency code board; and

(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.



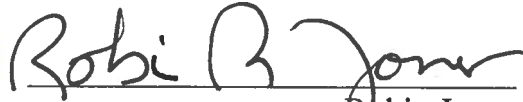
Steve Fenberg
PRESIDENT OF
THE SENATE



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

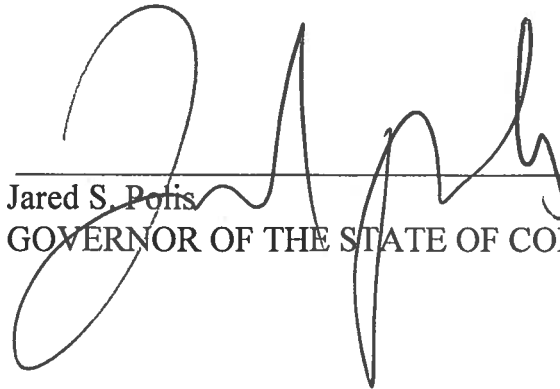


Cindi L. Markwell
SECRETARY OF
THE SENATE



Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED Friday, May 12th, 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 #9.a.

Agenda Item Name:

Consider Commercial Lease and Food and Beverage Agreement for Rifle Creek Golf Course

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Consider Commercial Lease and Food and Beverage Agreement

Recommended Action:

Move to approve the Commercial Lease Agreement and the Food and Beverage Agreement with The Rough, LLC., and authorize the City Manager to execute the agreements.

Fiscal Impact:

The rent during the initial 8 months of the term is \$17,760.00, payable in equal installments of \$2,220.00.

Operational Impact:

The agreements transition the City from direct operation of food and beverage services to a landlord. The lease structure reduces operational complexity, staffing requirements, and financial risk to the City while maintaining ownership of the facility.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

City Staff is recommending that we enter into a Commercial Lease and Food and Beverage Concessionaire Agreement with The Rough, LLC for the operation of the restaurant/related food and beverage services at the Rifle Creek Golf Course. Under the terms of the lease, the City will receive base rent of \$2,220 per month (\$17,760 for the initial term), with annual increases of 3% during any extended term. The City remains responsible for major structural components of the facility and the repair and replacement of primary building systems and kitchen equipment, except in cases of tenant negligence. The concessionaire is responsible for day-to-day maintenance, cleaning, and upkeep of the restaurant.

The Food and Beverage Concessionaire Agreement requires The Rough, LLC to provide food and beverage services aligned with golf course operations, including restaurant service, beverage carts, and event support. Beverage cart service is specifically required on weekends (Saturday and Sunday) and during all tournament and league play, generally from May through September. Service levels are tied to course demand, with one or two carts required depending on the number of golfers scheduled, ensuring adequate coverage during peak play

periods.

The proposed Lease agreement has a term through December 31, 2026 with an automatic extension unless the City gives written notice of termination to the Tenant at least 90-days prior to the expiration of the current term.

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. Commercial Lease - The Rough
2. Concessionaire Agreement - The Rough

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 N/A. 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: Robin Steffen
Its: _____

3-25-26
Date

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

By: _____ Date

Its: _____

GUARANTORS:

_____, 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"), an 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 the 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. Concessionaire shall have the exclusive right to provide or coordinate all food and beverage

apply between May 1st and August 31st, and the Fall schedule shall apply between September 1st and October 31st.

ii. On Thursday, Friday, Saturday and Sunday, and on any Monday, Tuesday, or Wednesday when tournament or league play is scheduled, Concessionaire shall open the restaurant and provide full food and beverage service, including, without limitation, grab-and-go food (cold sandwiches, hot dogs, etc.), and pre-packaged snacks, 30 minutes before the first tee time. Service shall continue until the time specified in the applicable Seasonal Schedule provided by Concessionaire, unless the parties agree otherwise in writing.

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 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 the offseason months if the Golf Course is open, as agreed by the Parties. Concessionaire shall operate two beverage carts for beverage services during the tournament and men's league play. Concessionaire shall operate one beverage cart during women's league play. On non-league and non-tournament days, required beverage cart service levels shall be determined no later than 12:00 p.m. the day before service based on the service day tee sheet as follows:

i. No beverage cart service shall be required if fewer than 50 golfers are scheduled;

ii. Concessionaire shall provide service with one beverage cart if 50 to 100 golfers are scheduled; and

iii. Concessionaire shall provide service with two beverage carts if more than 100 golfers are scheduled.

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.

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, except as identified in a written notice submitted to the City prior to execution of this Agreement, 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 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 Concessionaire 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

Robin Steffen 3.25.26
By: Date
As:



Agenda Item #9.b.

Agenda Item Name:

Consider Purchase of a Ford Escape for the Utility Department

Presenter:

Iris Trevisano, Procurement and Grant Reporting Manager

Item Description:

Vehicle Purchase

Recommended Action:

Move to approve the purchase of a 2026 Escape Active AWD for the Water Department from Phil Long Ford of Denver in the amount of \$32,323.14.

Fiscal Impact:

\$35,000 was included in the budget for this purchase. The 2026 Ford Escape is \$32,323.14, including light bar installation. This results in a net variance of \$2,676.86(under budget).

Operational Impact:

The current utility locate SUV is a 2009 Ford Explorer with over 100,000 miles, making it due for replacement. The Explorer is a retired PD unit.

Prior Board Motions:

N/A

Background Information:

The Water Department is overdue to retire its utility locate vehicle that is no longer economical to maintain. Under Section 4-3-50, Cooperative Purchasing via TIPS Contract (#240901) with Phil Long Ford of Denver we have sourced a replacement vehicle.

Executive Summary:

The Water Division has secured a new vehicle to support operations: the 2026 Ford Escape Active AWD – designated as the utility locator vehicle. This unit will require a caution lighting upfit, that has been secured for \$1,978.14, with the unit itself being \$30,345. The vehicle is available for immediate delivery upon approval. The total purchase cost for the vehicle, with the upfit, is \$32,323.14, procured through Section 4-3-50 (Cooperative Purchasing) via TIPS Contract (#240901) with Phil Long Ford of Denver. After thorough evaluation, staff recommends approval of this purchase.

Notification Requirements:

N/A

Prepared By:

Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:

1. Utility Locator Vehicle Memo - Water Request
2. Utility Locate Escape Quote
3. Phil Long Purchase Request Utility Locate Vehicle
4. Utility Locate Vehicle Memo - Procurement



***City of Rifle, Colorado
Utility Department Memo***

To: Iris Trevisano, Procurement and Grant Reporting Manager
From: Jared Emmert, Utilities Director
Date: March 25, 2026
Re: Utility Locator Vehicle Replacement Request

The Water Fund is budgeted in 2026 to replace an aging utility locator vehicle for \$35,000. The locator vehicle is a general purpose vehicle that carries the supplies and equipment for locating City water and sewer lines when we receive "Colorado 811" requests. The new vehicle will be a direct replacement of the existing one.

The new locator vehicle should have enough cargo space to carry the locating equipment, as well as be equipped with four-wheel drive or all-wheel drive to traverse muddy work sites in inclement weather. It will also need to be upfit with amber caution lighting for when the vehicle is being used during roadside work.

Please let me know if there are any questions about the purchase of the new vehicle.

Thank you,

Jared Emmert

Jared Emmert, Utilities Director



Quote A08790
Date March 20, 2026

TO: City of Rifle
Attn: Iris Trevisano
TIPS Contract

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2026 Escape Active AWD Oxford White 1.5L Ecoboost	32,945.00	\$30,345.00
1	Quantum 2.0 27" w/Permanent Mount Amber Only Install 27" Lilghtbar on Roof and Wire to Rocker Switch in Dash (on/off)		\$1,978.14
Additional Information: For payment inquiries, please contact Becky Christensen, bchristensen@phillong.com, 303.933.5765 or Cole Green, chgreen@phillong.com 303.904.5403			32,323.14
			\$32,323.14

Remit Payment to:
Phil Long Ford of Denver
7887 W. Tufts Ave, Littleton, CO 80123
chgreen@phillong.com

THANK YOU FOR YOUR BUSINESS!



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Phil Long Ford of Denver	

2.	Vendor Address
	7887 W. Tufts Ave. Littleton, CO 80123

3.	For the Purchase of (description)
	2026 Escape with Lightbar package

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$32,323.14	\$35,000	

5.	Dept. Name	General Ledger Acct #
	Fleet	610-4900-400-742

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

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

8.	Authorization Required		
	☒	City Manager	
	☒	City Council	

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



TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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

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, Jared Emmert, Utilities Director
And Brian G. Prunty Public Works Director
FROM: Iris Trevisano, Procurement and Grant Reporting
DATE: April 1, 2026
SUBJECT: 2026 Ford Escape and 27"Light Bar for Utility Department

Background

The Utility Department locate vehicle was included in the 2026 budget. This purchase will include the 27" Quantum 2.0 27" light bar. The funds budgeted was \$35,000 for the purchase of a new vehicle. The 2026 Escape Active AWD Oxford White and light bar upfit from Phil Long Ford for \$32,323.14

Procurement

Under **Sec. 4-3-50. - Cooperative purchasing agreement with Colorado State Contract #202632** with Phil Long Ford Denver. The contracted price of a new 2026 2026 Escape Active AWD Oxford White for **\$30,345** and 27" Quantum 2.0 27" light bar for **\$1,978.17**.

This Escape is on the lot and will be delivered after installation of light bar which is expected in mid-April.

Staff Recommendation

Staff recommends the approval of the purchase of a New 2026 Ford Escape and light bar from Phil Long Ford for the total price of \$32,323.14

Iris Trevisano

Procurement and Grant Reporting Manager



Agenda Item #9.c.

Agenda Item Name:

Consider Adoption of Investment Policy — Resolution No. 10, Series of 2026

Presenter:

Scott Rust, Finance Director

Item Description:

Consider adopting a City of Rifle Investment Policy.

Recommended Action:

Move to adopt the City of Rifle Investment Policy - Resolution No. 10, Series of 2026.

Fiscal Impact:

This policy will ensure alignment of priorities and strategy in relation to the City's investment portfolio. Even though the City has operated under these principles for many years, this will codify and support strategic decisions made in relation to achieving the highest rate of return while prioritizing principal safety, maintaining a sufficient level of liquidity and staying compliant with Colorado Revised Statutes and the desired risk profile.

Operational Impact:

Approval of this policy will allow for clear guidelines and expectations for the City Treasurer (Finance Director) to manage the investment portfolio of the City.

Prior Board Motions:

No prior motions.

Background Information:

At the March 18th, 2026, City Council workshop a discussion regarding the City of Rifle's investment portfolio occurred. This discussion mainly focused around investment philosophy and strategy. The City has always employed a ladder, buy and hold-to-maturity philosophy, with the majority of the portfolio invested in Local Government Investment Pools (LGIPs) and Treasury Notes of varying durations. The City also holds other investments in CDs and money markets at various local financial institutions. Therefore, out of this discussion it was determined that a policy was to be developed to provide staff with clear direction on all future investment decisions.

Executive Summary:

City staff has codified an investment policy for Council's consideration. This policy will align expectations and provide clear guidance for all future investment decisions.

Notification Requirements:

N/A

Prepared By:

Scott Rust, Finance Director

Attachments:

1. Resolution No. 10 Series of 2026 - City of Rifle Investment Policy
2. RifleCO_InvestmentPolicy_4.1.26

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 10
SERIES OF 2026**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, ADOPTING A POLICY REGARDING THE INVESTMENT OF
CITY MONETARY ASSETS.

WHEREAS, the City Council of the City of Rifle (“City”) may adopt written policies to facilitate the efficient conduct of government as permitted by Section 4.9 of the City’s Charter; and

WHEREAS, the City Council desires to adopt a policy establishing parameters and guidelines for the efficient management of the City’s reserve funds and for the purchase and sale of investments (“Investment Policy”); and

WHEREAS, the City Council has delegated management responsibility for the administration of the Investment Policy to the City’s Finance Director; and

WHEREAS, the Finance Director recommends the Investment Policy attached hereto that is consistent with state law to improve risk management, enhance potential returns, and increase the clarity of the City’s investments.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The City Council hereby adopts the attached Investment Policy.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 1st day of April 2026.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

INVESTMENT POLICY STATEMENT

CITY OF RIFLE, COLORADO

Adopted: April 1, 2026

1. PURPOSE AND POLICY

It is the policy of the City of Rifle, Colorado (the "City") to invest public funds in a manner that will: (a) ensure the preservation and safety of principal; (b) provide sufficient liquidity to meet operating requirements; (c) obtain a reasonable market rate of return; and (d) comply with all applicable Colorado statutes governing the investment of public funds.

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.

2. SCOPE

This policy applies to all financial assets and funds over which the City exercises financial control, including but not limited to: General Fund; Special Revenue Funds; Capital Project Funds; Debt Service Funds; Enterprise Funds; Trust and Agency Funds; and any other financial asset under the City's control.

3. INVESTMENT OBJECTIVES

Objectives are listed in order of priority:

- Safety of Principal — Preserve capital in the overall portfolio through diversification and use of high-quality instruments.
- Liquidity — Maintain sufficient liquidity to meet operating requirements and unforeseen cash needs via LGIPs, money funds, and short-term securities.
- Yield — Attain a reasonable market rate of return throughout economic cycles without compromising safety or liquidity.

4. GOVERNANCE, ROLES, AND ETHICS

- City Council — Adopts and oversees this policy; receives required quarterly investment portfolio reports.
- Authorized Officials — The City Treasurer/Finance Director and City Manager may execute investment transactions. Authority may be delegated in writing to qualified staff with appropriate limitations and controls.
- Registered Investment Adviser — The City Council may engage an external adviser to transact under written agreement consistent with this policy and statute.

- Standards of Conduct — Employees and agents shall avoid conflicts of interest; any material financial interests with counterparties must be disclosed to the City Council prior to transacting.

5. AUTHORIZED INVESTMENTS

Investments are limited to instruments permitted under C.R.S. § 24-75-601.1. The following are authorized when statutory conditions are met:

5.1 Bank Deposits and Certificates of Deposit

- Deposits in FDIC-regulated institutions and those overseen by the Colorado Division of Banking.
- Amounts exceeding FDIC insurance must be collateralized under the Public Deposit Protection Act (PDPA).
- Time and negotiable CDs maturing within statutory limits; negotiable CDs must carry at least two NRSRO ratings of AA-/Aa3 or higher and maturities not exceeding three years.

5.2 U.S. Treasury Obligations

- U.S. Treasury bills, notes, and bonds within statutory maturity limits.
- Securities issued by, or fully guaranteed by, the United States.

5.3 U.S. Agency and GSE Obligations

- Obligations of FHLB, FHLMC, FNMA, FFCB, GNMA, Federal Land Bank, Export-Import Bank, Tennessee Valley Authority, and similar agencies within statutory maturity limits.

5.4 Local Government Investment Pools (LGIPs)

- Pooled investments organized pursuant to C.R.S. § 24-75-701 et seq. (e.g., CSAFE) and operated per governing guidelines and statute.

5.5 Money Market Funds

- Registered under the Investment Company Act of 1940 and compliant with SEC Rule 2a-7.
- Maintain a stable net asset value of \$1.00 per share; no sales loads unless authorized by City Council resolution.

5.6 Commercial Paper

- Rated A1/P1/F1 or better by at least two NRSROs; maturities not exceeding three years from settlement.

5.7 Corporate Bonds and Notes

- U.S. dollar-denominated corporate securities; at time of purchase must have at least two ratings of AA-/Aa3 or higher from NRSROs.
- Maturities not exceeding three years; no subordinated securities.

5.8 State and Municipal Obligations

- General obligation or revenue bonds of U.S. states and territories.
- Colorado obligations: minimum two ratings of A-/A3 or higher; other states: minimum two ratings of AA-/Aa3 or higher.
- Maturities within statutory limits.

5.9 Repurchase Agreements

- Collateralized by U.S. Treasury or Agency securities; collateral at least 102% of value.
- Collateral marked to market at least weekly; Delivery-versus-Payment (DVP) settlement with third-party custodial delivery.
- Maturities within statutory limits.

6. PROHIBITED INVESTMENTS

- Any instrument not authorized under C.R.S. § 24-75-601.1.
- Equity or convertible securities; securities not denominated in U.S. dollars; subordinated debt.
- Derivatives, futures, options, or complex financial instruments not explicitly authorized by statute.
- Variable-rate securities except those tied to approved indices (e.g., SOFR, Federal Funds Rate, Prime, COFI) as permitted by statute.

7. INVESTMENT DIVERSIFICATION

To mitigate concentration risk, the following limits apply:

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%

8. MATURITY GUIDELINES

- U.S. Treasury and Agency securities: maximum 5 years from trade settlement date.
- Corporate securities, commercial paper, municipal, negotiable CDs: maximum 5 years.
- Repurchase agreements: maximum 5 years.

The portfolio shall maintain a weighted average maturity appropriate to the City's cash flow needs, generally not exceeding five years. Maturities shall be staggered (laddered) to avoid undue concentration and to manage interest-rate risk across cycles.

9. RISK MANAGEMENT

- Credit Risk — Maintain minimum ratings; diversify across issuers and sectors; conduct ongoing surveillance; sell prior to maturity if needed to improve quality, liquidity, or yield.
- Liquidity Risk — Maintain a liquidity sleeve in LGIPs/money market funds and ladder maturities to match cash flows.
- Interest-Rate Risk — Employ duration targets and laddering; avoid undue extension in rising-rate environments.
- Market & Operational Risk — Use DVP settlement, third-party custody, and internal controls (segregation of duties, reconciliations) to reduce settlement and processing risk.

10. ELIGIBLE INSTITUTIONS & BROKER/DEALER SELECTION

The City shall adopt and maintain criteria for designating eligible broker-dealers and financial institutions, including registration (FINRA/SEC), capitalization, public-sector investment expertise, knowledge of Colorado statutes, satisfactory regulatory ratings, and reporting capabilities. Preference is given to institutions domiciled in or with offices in Colorado.

Any firm that sells a financial instrument not in compliance with C.R.S. § 24-75-601.1 shall, upon demand, repurchase such instrument for the greater of the original purchase principal or face value, plus accrued interest, within one business day.

11. SAFEKEEPING AND CUSTODY

All securities shall be held in safekeeping by a qualified third-party custodian (bank trust department with custody powers) in the City's name. Delivery-versus-Payment (DVP) settlement shall be used for all transactions. The custodian shall provide monthly statements of holdings and transactions.

12. PRUDENT INVESTOR STANDARD

All investments shall be made with the care, skill, prudence, and diligence that a prudent person acting in a like capacity would use. Investment officers acting in accordance with this policy and exercising due diligence are relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported promptly and appropriate action is taken to control adverse developments.

13. PERFORMANCE MEASUREMENT & BENCHMARKS

Portfolio performance shall be evaluated against appropriate benchmarks such as 3–36 month U.S. Treasury indices, LGIP yields, or blended ladder benchmarks consistent with the portfolio's duration and liquidity profile.

14. REPORTING REQUIREMENTS

Quarterly reports to the City Council shall include:

- Listing of individual securities held, including issuer, type, par value, maturity date, and current market value.
- Summary of holdings by classification.
- Total interest, dividends, realized and unrealized gains/losses.
- Weighted average maturity and duration of the portfolio.
- Diversification analysis showing concentration by issuer and security type.
- Certification of compliance with this Investment Policy and Colorado statutes.

15. PROCEDURES AND INTERNAL CONTROLS

Transactions shall be documented with trade confirmations and logged into the City's investment records. Segregation of duties shall be maintained among authorization, execution, confirmation, recordkeeping, and reconciliation. Internal audits or reviews shall be conducted periodically to verify compliance, accuracy, and safekeeping.

16. POLICY EXCEPTIONS

Any exception to this policy must be approved in advance by City Council resolution and documented, including rationale, risk assessment, and expected impact.

17. POLICY REVIEW AND ADOPTION

This policy shall be reviewed annually and updated as needed to ensure continued compliance with Colorado statutes and best practices.

APPENDIX A — STATUTORY REFERENCES

- C.R.S. § 24-75-601 — Definitions for public funds investment
- C.R.S. § 24-75-601.1 — Legal investments of public funds
- C.R.S. § 24-75-701 et seq. — Local Government Investment Pools
- C.R.S. § 15-1-304 — Prudent investor standard
- C.R.S. § 11-10.5-101 et seq. — Public Deposit Protection Act

APPROVAL AND SIGNATURES

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO:

Mayor Date: _____	City Treasurer Date: _____
City Manager Date: _____	Finance Director Date: _____



Agenda Item #9.d.

Agenda Item Name:

Consider Amendment Request Letter for Local Planning Capacity Grant - Housing Action Plan

Presenter:

Zach Higgins, Community Development Director

Item Description:

The request is for an amendment to the DOLA LPC Grant that is currently being used to fund the Comprehensive Plan Reconfirmation and Land Use and Development Code Update. The amendment requests an additional \$50,000 which the City became eligible for by adopting the Prop 123 Fast Track Requirements in 2025. Staff is proposing to use the \$50,000 to fund the State required Housing Action Plan before the January 1, 2028 deadline.

Recommended Action:

Move to approve the Amendment Request Letter for DOLA LPC Grant #25-069 Rifle - Resilient Land Use and Development.

Fiscal Impact:

Grant amount is up to \$50,000 with no local match required. The City is obligated per SB24-174 to complete a Housing Action Plan that meets State requirements by January 1, 2028. This grant could fund a majority of the cost associated with this State obligation.

Operational Impact:

This grant amendment would support obtaining a consultant to complete the State required Housing Action Plan. The City of Rifle, per SB24-174 is required by January 1, 2028 to complete and adopt a Housing Action Plan.

Prior Board Motions:

The City Council previously approved the grant request for the Local Planning and Capacity Grant followed by the approval of consultant SE Group to complete the scope of Comprehensive Plan Reconfirmation and Land Use and Development Code Update.

Background Information:

State of Colorado voters approved Proposition 123 in 2022 which created the State Affordable Housing Fund. The Fund allocates 40% of its funds to the Department of Local Affairs (DOLA) and 60% of its funds are overseen by the Office of Economic Development and International Trade (OEDIT) and managed by the Colorado Housing and Finance Authority (CHFA) on OEDIT's behalf. The City of Rifle opted into the State of Colorado's Prop 123 program in order to be eligible for grant funding and to try to meet the housing needs of the community. The City adopted Prop 123/Fast Track Review criteria before 12/21/2025 to become eligible for an incentivized \$50,000 through DOLA's LPC Grant program.

Executive Summary:

The request is for an amendment to the DOLA LPC Grant that is currently being used to fund the Comprehensive Plan Reconfirmation and Land Use and Development Code Update. The amendment requests an additional \$50,000 which the City became eligible for by adopting the Prop 123 Fast Track Requirements in 2025. Staff is proposing to use the \$50,000 to fund the State required Housing Action Plan before the January 1, 2028 deadline.

Notification Requirements:

N/A

Prepared By:

Zach Higgins, Community Development Director

Attachments:

1. Amendment Request Letter_LPC25-069

COMMUNITY DEVELOPMENT DEPARTMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



04/01/2026

Department of Local Affairs
Division of Local Government
1313 Sherman St., Suite 520
Denver CO 80203

RE: Amendment Request Letter for LPC Grant #25-069 Project Name: Rifle – Resilient Land Use and Development

Please accept this letter as the City of Rifle formal request to amend its existing Local Planning Capacity (LPC) grant agreement (project #25-069) and add a new scope of work in the amount of \$50,000. The City has adopted an expedited review policy that meets Proposition 123 requirements, and received notification that we are now eligible for \$50,000 in Fast Track Incentive Funding.

The supplemental funding would be used to support the following budget and scope of work for use of these incentive funds:

The funding would support taking the previously DOLA funded and supported Housing Needs Assessment and completing the next step, a Housing Action Plan. This HAP would build on the ideas and efforts identified in the adopted HNA document from 2025. Additionally, this project will help the City of Rifle meet its obligation to the State. A \$50,000 award would be utilized to acquire a consultant through a competitive RFP process to complete the full scope of the Housing Action Plan. The HAP would include public engagement through stakeholders, survey, and partner agency collaboration to ultimately provide the City of Rifle with an achievable action plan to address our housing needs.

In addition to the new scope of work described above, as part of the amendment process we'd also like to make the following changes to the existing grant agreement:

- Extend the project expiration date on the contract to (09/01/2027),

Thank you for considering this request for supplemental funding and for supporting our jurisdiction's affordable housing efforts.

Sincerely,

Chief Elected Official, Mayor Clint Hostettler



Agenda Item #9.e.

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 upfit of the two vehicles is \$58,399.67. Vehicle wraps are an additional cost of \$2,632.00.

Two police vehicles and associated unfits were included in the 2026 budget. Council has directed staff to move forward with implementation of a takehome vehicle program for the police department staff. This included the purchase of an additional two vehicles and this request for two more upfits. This expenditure was not included in the 2026 budget.

Operational Impact:

N/A

Prior Board Motions:

City Council approved the purchase of two Police Interceptors at the March 18, 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. 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 is recommended for these services.

Notification Requirements:

N/A

Prepared By:

Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:

1. 2026 Upfit PD Vehicles Quotes 4-1
2. 2026 PD Upfits Request
3. Purchase Request Greyco Custom 2026 UPFITS 4.1
4. PD Upfit Memo

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	
1261	03/19/2026	

UNIT NUMBER
 4V48-VIN ????

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/13/2024	Nfuse 54" 2026 PIU	ENSLB01WQQ-5BK, 54"/137cm 10-32 VOLT NFUSE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D12/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
	Mpower 33" 5 Mod Traffic Controller R/A/B	EMPTC01MQH , 33" 5 Head Rear Mpower® Traffic Controller w/ 15' Cable Red/Amber & Blue/Amber QSF007849	1	1,055.00	1,055.00
	New bluePRINT 500 100w Control System With Link	ENGSA5101, bluePRINT® 500 Series Remote Amplifier with Link, 10-16v, 100 Watt single-tone	1	889.00	889.00
	NEW bluePRINT 500 Push Button Control Panel	ENGCP18003, Push Button Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote)	1	251.00	251.00
	2nd Gen Node	ENGND04102, BluePRINT 2nd Gen Remote Node with Magnetic ID	2	249.00	498.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	SoundOff 10' Node Harness Kit	ENGHNK06 10 ft Harness Kit for Remote Node	1	119.00	119.00
	911 Harness - 25'	911.500.25, SoundOff 500 Harness - 25'	1	430.25	430.25
	Ford 2020+ BP Headlight Harness	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
	bluePrint 500 Vehicle Harness for bluePrint 25' 2024+ Ford	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
	Setina PB400 PIU Push Bumper	BK0534ITU20 High Strength Aluminum Push Bumper (SUV) Non Lighted	1	578.00	578.00
	SL Running Lights 61.4" (5 mod)Tri Color	ESLRL61158, SL Running Light, 61" - 5 Module, Dual/Split Color Red/Blue/White	2	412.00	824.00
	SL Bracket PIU	PSLVBK01, Mounting Kit for Ford Explorer 2020-2021	2	31.20	62.40
	Mpower 3" Facia Light w/ Stud Tri R/B/W	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
	Mpower 4" Tri Color R/B/W	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
	Mpower 4" Facia Light w/ Stud Tri R/B/W	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
	Soundoff Mpower 3M 4" Shroud	PMP2WSSSB, Soundoff Mpower 3M 4" Shroud	2	30.00	60.00
	Intersector Surface Mount, Black Housing, 18 LED Dual Color Light	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)				
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	Soundoff , 2025 PIU Passenger Intersector mount	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
	Troy 2020+ Ford PIU Console	Troy 2020+ Ford PIU 18" Sloped Console, 10" slope, 8" level. (no floor plate needed)	1	469.00	469.00
	Troy 3" face plate for Motorola	FP-MXTL2500 XTL2500/5000/APX6500 remote 05/07 (included with console)	1	0.00	0.00
	Troy 4" Siren Face Plate	Troy 4" Soundoff 500 siren remote head (included with console)	1	0.00	0.00
	Troy 2" USB - DC outlet face plate	Troy 2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	1	79.00	79.00
	Troy 4" Dual Cup Holders	Troy 4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	1	60.00	60.00
	Troy 4" Shallow Storage Tray	Troy 4" face plate shallow tray	1	45.00	45.00
	Troy 1" Blank Face Plate	Troy 1" Blank Face Plate (included with console)	1	0.00	0.00
	Troy height adjustable, swivel arm rest	Troy height adjustable, swivel arm rest with 5" x 8" pad	1	169.00	169.00
	SoundOff R/W Dome light	Universal LED Dome Light - 6" Round, w/ Red Night Light, 12 Volt, Clear Lens / White LEDs	1	83.00	83.00
	Troy PIU Front Recessed Partition	Troy 2020+ PIU US Partition Kit (TP-E-SL6-US-SS, SAB-20-FDUV-BB, KP-UV20-DAP-SS)	1	929.00	929.00
	Troy PIU Polycarbonate Window Guards	2020-24 PI Utility 2020-24 Explorer Civilian driver and passenger side polycarbonate window guards	1	256.00	256.00
	Troy 2020+ PIU door handle covers	Troy 2020+ Ford PIU driver and passenger side door handle cover set	1	42.00	42.00
	Troy 2020+ PIU Rear Partition / Seat	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
	Troy 2020+ PIU Tilt-up Cargo Mount	Troy 2020+ PIU tilt-up cargo mount with gas shocks	1	684.00	684.00
	Troy 2020+ PIU Electronics Tray	Troy 2020+ PIU electronics tray bolts to CP-UV20-CARGO	1	229.70	229.70
	Troy Dual SC-6 Weapon Rack	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			
	Troy Gun Box 40"x32x12", Single Drawer with Dual T Handle.	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
	Magnetic Mic Clip	Magnetic Mic Clip	2	47.94	95.88
	NMO Coax	3/4" NMO Coax - 17'	1	18.00	18.00
	Phantom 800 Antenna	800 MHz Phantom Antenna - Black	1	39.14	39.14
	Flush Mount Speaker	MA3013G, 3" Round Flush Mount Speaker	1	40.00	40.00
	Stalker Dual SL Antenna	Stalker Dual Radar with Front and Rear Antenna	1	3,678.00	3,678.00
	Bulletpoint RubiGrid 2020 + PIU Dash Mount	BMS-ExpInterceptorG2RubiGrid, 2020+ Ford Police Interceptor Utility Explorer Device Dash Mount Phone Holder	1	89.00	89.00
	Emergency Vehicle Upfitting	Emergency Vehicle Upfitting	45	150.00	6,750.00
	Shipping	ESTIMATED SHIPPING TBD AFTER FREIGHT HAS BEEN INVOICED	1	0.00	0.00
	Misc shop supplies	Misc Shop supplies,wire,fuses, etc	1	375.00	375.00
	Programming	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.

SUBTOTAL	27,809.37
TAX	0.00
TOTAL	\$27,809.37

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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	
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UNIT NUMBER
 4V49-VIN ????

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Accepted By

Accepted Date



RIFLE POLICE DEPARTMENT



201 East 18th Street • Rifle, CO 81650-3237

DATE: April 1, 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 Greyco.

Respectfully,

Mike Kuper
Lieutenant
Rifle Police Department





**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Greyco Custom	

2.	Vendor Address
	6 Powerline Rd, Unit B1 Rifle, CO 81650

3.	For the Purchase of (description)
	The upfits of two 2026 Police Interceptor Units

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$58,399.67	\$180,000	

5.	Dept. Name	General Ledger Acct #
	Fleet	610-4900-400-742

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

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

8.	Authorization Required		
	☐	City Manager	
	☐	City Council	

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



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<i>Amount of Purchase</i>	<i>Is Purchase Order Needed</i>	<i>Method of Source Selection</i>
\$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

<i>Methods of source selection</i>	<i>Contract limits</i>
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

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: April 1, 2026

SUBJECT: Recommending the upfit of two 2025 Ford Police Interceptor Vehicles

Background

At the March 18, 2026 City Council Meeting two 2025 Ford Police Interceptor Utility vehicles were purchased to support the Take-home Fleet. We purchased the additional Ford Police Interceptor Utility vehicles through Phil Long Ford of Denver. 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, 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 complete request is \$ 58,399.67

Iris Trevisano

Procurement and Grant Reporting Manager



Agenda Item #9.f.

Agenda Item Name:

Consider Award to Boundaries Unlimited Inc. for the Design of the Northeast 1,000,000 Gallon Tank Design

Presenter:

Craig Spaulding, Civil Engineer
Iris Trevisano, Procurement and Grant Reporting Manager

Item Description:

Consider Award to Boundaries Unlimited Inc. for the design of the NE 1,000,000 Gal Tank Design

Recommended Action:

Move to approve award to Boundaries Unlimited Inc. for the design of the Northeast 1,000,000 Gallon Tank Design in the amount of \$119,994.

Fiscal Impact:

A total of \$200,000 has been budgeted for the design in the 2026 budget. This bid came in at \$119,994.

Operational Impact:

The addition of a 1MG tank will meet current and future capacities as well as provide redundancies for maintenance of the existing tank when needed.

Prior Board Motions:

N/A

Background Information:

The successful firm will be responsible for the Survey/Design/Geotechnical Review required for the proposed 1,00,000 gallon tank and associated site in accordance with OSHA, AWWA, and CDPHE. The successful firm will also be responsible for providing design and specifications for the instruments and controls compatible with existing tank's level controls.

Executive Summary:

Staff issued a Request for Proposals (RFP) for professional engineering services and received four qualified responses. Following evaluation and scoring by the selection committee, Boundaries Unlimited Inc. ranked highest.

Because this is a professional services contract, selection was based on qualifications rather than price alone. Staff recommends awarding the contract to Boundaries Unlimited Inc.. for the design of the N.E. 1,000,000 Gal Tank Design.

More Information on Bids Received: <http://www.rifleco.org/PacketAddendums>

Notification Requirements:

N/A

Prepared By:

Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:

1. RFP_NE Tank2_Bid for Advertisement
2. BUI-Proposal-Rifle 1MG Tank
3. Memo_RFP Award_BU
4. RFP0303202610 - NE 1,000,000-Gal Tank Award memo
5. BU_TANK_PURCHASE_REQUEST

REQUEST FOR PROPOSAL

For

NE 1,000,000 Gal Tank Design

The City of Rifle is requesting proposals from interested and qualified consultants for NE 1,000,000 Gal Tank Design . Proposals must be submitted via the Rocky Mountain e-purchasing system- bidnet direct website www.bidnetdirect.com/colorado/cityofrifle by March 23, 2026, at 12 p.m. Proposals received after the closing date and time will not be considered.

There will be a mandatory pre-bid meeting at City Hall Mamm Peak Conference Room March 11, 2026, at 2 p.m.

Questions concerning this proposal shall be addressed to Iris Trevisano, Procurement and Grant Reporting Manager at itrevisano@rifleco.org. The final deadline for questions is March 18, 2026, 12 p.m.

Notice of Award (tentative) April 1, 2026

.....

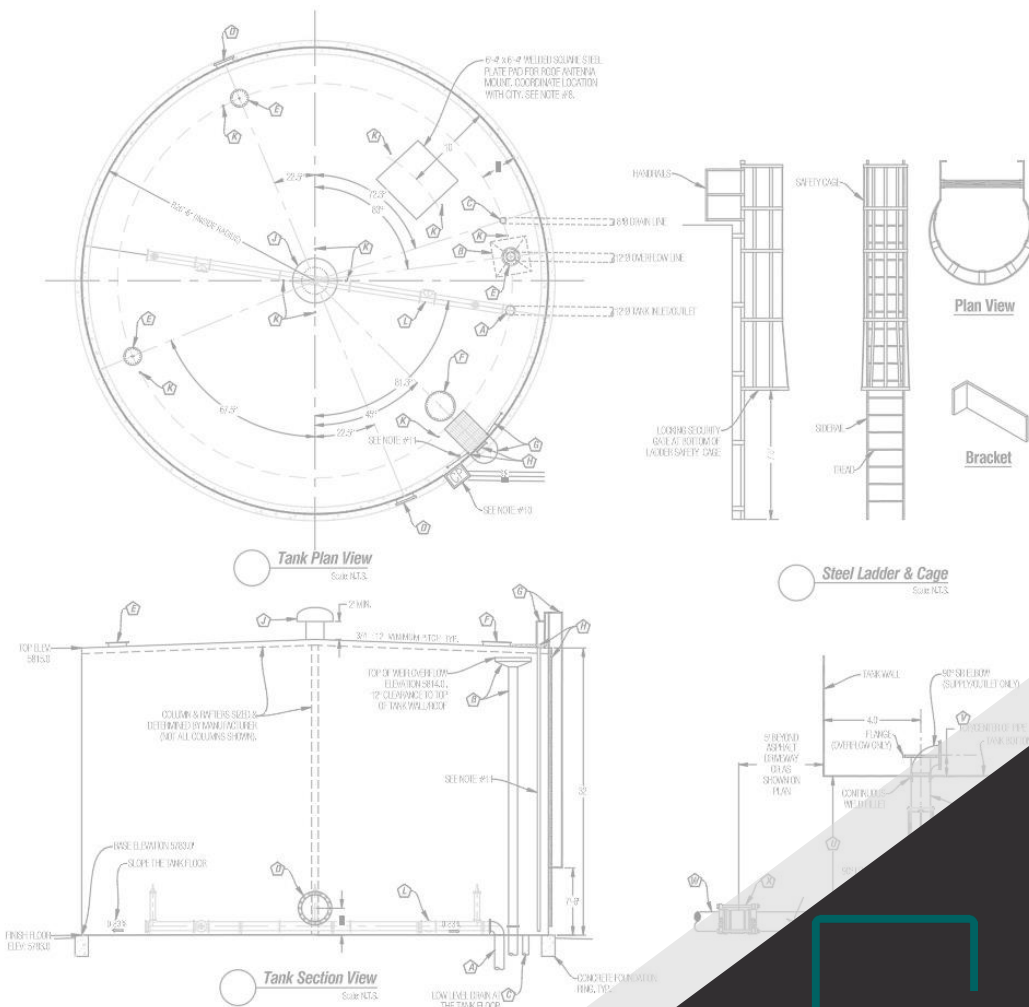
The City of Rifle values full inclusion and access for all of our facilities, programs, activities and services. We are pleased to provide meaningful accommodations to comply with the Americans with Disabilities Act (ADA) and reasonably provide translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services.

To request special assistance for Solicitations only, call Procurement and Grant Reporting Manager Iris Trevisano at 970-665-6412 or email Itrevisano@rifleco.org . Please allow 48 hours for your requests to be met.

Engineering Services for the NE 1,000,000 Gal. Tank Design

SN 0303202610000

CITY OF RIFLE
March 23, 2026



BOUNDARIES
UNLIMITED INC.

March 23, 2026



City of Rifle
Attn: Iris Trevisano
202 Railroad Ave.
Rifle, CO 81650

RE: Response to Request for Proposal - NE 1,000,000 Gal. Tank Design

Dear Selection Committee:

Boundaries Unlimited Inc. appreciates the opportunity to submit this proposal for the **NE 1,000,000 Gal. Tank Design** and acknowledge Addenda #1 and #2 posted online at <https://www.bidnetdirect.com/private/solicitations/8466562062/abstract>. **Our price quote is \$119,944 for the scope defined herein.**

As a local firm situated in Silt and Glenwood Springs, we have greatly enjoyed working alongside Rifle City staff and community leaders since 1998. Our experience with several high-profile projects in Rifle makes us exceptionally well suited to ensure a thoughtful design and its successful implementation. Our project list with the City includes: The Rifle Airport 0.5 MG Water Storage Tank (2020), The Rifle 2.0 MG Water Tank (2015), The Rifle 3.0 MG Water Tank (2015), West 5th Street – Phases 1 & 2 (2014/2020), and Stillwell Avenue (2024). We possess a unique understanding of the opportunities and constraints associated with municipal improvements.

Those familiar with our skill set understand that the word “Unlimited” in our name represents our unique ability to perform tasks and complete objectives beyond those of your typical engineer. We are problem solvers by nature yet maintain a desire to think outside the box and consider alternate routes which might reduce project costs, accelerate schedules and bring neighbors and community together. We communicate comfortably in person with impacted business owners/invested organizations/curious individuals and can even present a clear and persuasive explanation of our design in a public forum.

We appreciate your consideration and welcome the opportunity to review our proposal with you. Please feel free to contact me with any questions or for additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deric J. Walter".

Deric J. Walter, P.E.
Project Manager

TEAM MEMBERS & KEY PERSONNEL



BOUNDARIES UNLIMITED INC. (BUI) believes that minimum standards in engineering should be quality, accuracy and efficiency in one's design. Engineering excellence further includes the ability to coordinate and communicate well with municipalities, landowners and contractors. Since 1998, Boundaries Unlimited Inc. has been providing planning, surveying, designing, and constructing services in the Rifle area. Our clients have greatly appreciated our attention to detail, ability to recognize potential conflicts prior to construction and applied skills in value engineering. **The Project lead, Deric Walter, PE maintains a home office in Silt, CO, just minutes away from the project site.**



Deric Walter, PE
Project Manager/Engineer of Record

FIRM EXPERIENCE includes potable water storage systems, water distribution, pump systems, wastewater collection; roadway design; storm water modeling and management systems; hydro-electric systems; engineering reports and grant support; erosion controls; site planning; land surveying; and construction quality control

PROJECT RELEVANT EXPERIENCE includes the Rifle Airport 0.5 MG Water Storage Tank (2020), the Rifle 2MG Water Tank (2015), and the Rifle 3MG Water Tank (2015). Project Manager Deric Walter, PE is also the Town Engineer for Silt, CO.

Our design team is hand-selected based on their expertise in water tank design, prior working relationships with the City of Rifle, and their ability to overcome challenges. We are pleased to include the following firms on our team:



Browns Hill Engineering & Controls
Tyler Wille, PE
8779 Shaffer Parkway
Littleton, CO 80127
720.344.7771



Kurtz & Associates, Inc.
Brian Kurtz, PE
5012 County Road 154
Glenwood Springs, CO 81652
970.945.6305



Kumar & Associates
Steve Pawlak, PE
5020 County Road 154
Glenwood Springs, CO 816011
970.945.7988



BROWNS HILL ENGINEERING & CONTROLS is a complete control system integrator with over 20 years of experience on a variety of municipal and industrial Water and Wastewater Control System Integration projects throughout the Rocky Mountain Region, including the City of Rifle. The Company is a leader in design, retrofit, programming, deployment and overall project execution of SCADA control systems, including PLC's, HMI's, VFD's and instrumentation. BHEC designs and implements SCADA networks & data management as well as facility security and multi-node network implementation using radio, cellular, and cyber-secure remote access. BHEC partnered with **BUI** to design the control systems integration for the City's 0.5 MG Airport Water Storage Tank.



Tyler Wille, PE
Electrical & Control Systems Engineer



KURTZ & ASSOCIATES is a full-service structural consulting firm with extensive design experience with numerous structural materials including structural steel, reinforced concrete; post-tensioned concrete; precast concrete, reinforced masonry, light gage steel; lumber, and wood manufactured products. Kurtz & Associates partnered with **BUI** to design the foundations and tank appurtenances for the City's 2.0 MG Water Tank, the 3.0 MG Water Tank and the 0.5 MG Airport Water Storage Tank.



Brian Kurtz, PE
Structural Engineer



KUMAR & ASSOCIATES, INC. (K+A), incorporated in 1989, has provided geotechnical engineering, construction observation, materials testing, and environmental services throughout Colorado for 37 years. They also provide forensic engineering and expert opinion for geotechnical engineering projects.

K+A has extensive experience in municipal projects including water storage facilities, water and wastewater treatment facilities, low to medium height earthen dams, pavement and buildings. They believe in providing quality service to their clients. Kumar & Associates, Inc. partnered with **BUI** to perform the soils analyses for the City's 2.0 MG Water Tank, the 3.0 MG Water Tank and the 0.5 MG Airport Water Storage Tank.



Steve Pawlak, PE
Geotechnical Engineer

PROJECT APPROACH & PLAN

We understand the City of Rifle seeks proposals for surveying, design, permitting, and construction support of a new 1.0 MG welded steel potable water tank next to the existing NE tank, including associated sitework, plumbing, controls, and restoration.

Design drawings will be detailed for CDPHE approval and to clearly define configuration, structure, and components for bidders/contractors. The selected contractor will be responsible for developing or procuring more extensive engineered shop drawings compliant with the design and specifications.

Boundaries Unlimited Inc. (BUI) BUI delivers detailed design drawings and specifications to reduce bidder questions and change-order risk. Quality is ensured via an independent peer review by an uninvolved engineer, providing the Engineer of Record with an objective evaluation of viability, feasibility, and alignment with client requirements. Constructability reviews are incorporated from construction-industry professionals as needed.

An anticipated list of construction drawings includes:

- Cover Sheet, Plan Index & Notes
- Existing Conditions and Utilities Survey with Topography
- Site Plan
- Grading, Drainage & Erosion Plan
- Utility Plan
- Civil Construction Details
- Tank Plan, Section, & Appurtenances
- Tank Foundation Plan
- Electrical and Control Systems Site Plan, One-Line Diagram & Notes

BUI prepared an extensive 338 page Project Manual (aka technical specifications) for the 0.5 MG Airport Tank which can be used as a baseline for this project with minimal updates. Minor revisions are anticipated for client preferred options and for the following:

- Project specific amendments to align with the current City Public Work Manual
- Welded Steel Tanks (AWWA D100-21)
- Coating Steel Tanks (AWWA D102-24)
- Cathodic Protection (AWWA D106-24)
- Electrical and Control Systems

Having successfully delivered comparable designs for the City's 0.5 MG Airport tank and the 2.0 MG / 3.0 MG Graham Mesa tanks, our team will leverage these established design and application templates to shorten the design and permitting schedule by approximately 45 calendar days. This acceleration would enable bid advertisement in 2026 rather than 2027, thereby enhancing the competitiveness of received construction bids.

SCOPE OF WORK

Professional services will be completed in the following five (5) parts:

PART 1 - STUDY AND REPORT PHASE (30% DESIGN)

Kickoff Meeting – The Design Team will review the sites, review the existing control system, discuss any additional project needs with staff, and collect any additional available information on the existing 1.0 MG tank and personal observations from City staff.

Existing Utilities - Order an 811 Subsurface Utility Engineering locate, survey locate utility markings (City to mark existing waterlines), locate surface observed utilities, and advise the City regarding any need for further investigations or utility potholing. A key issue is ensuring seamless transfer of the existing control system full integration.

Survey – Complete a topographic survey, incorporate survey located utilities, verify property lines and ROW, and prepare an existing condition drawing.

Geotechnical – A key project issue is ensuring an full understanding of the soils strata for a tank of this height. Therefore, our team will sample four (4) drill holes and prepare a report of findings and recommendations.

30% Design Report – Prepare 30% design drawings for the tank with a tank schematic, site/grading plan, and an estimate of probable construction costs. Key issues are foundation design, tank connections, venting and cathodic protection of metallic systems. In particular, BUI is aware that the Town of Gypsum encountered leakage issues associated with a failing seismic pipe connector. BUI will coordinate further Gypsum staff to understand the overall cause and define appropriate construction standards for this project.

30% Design Review Meeting – Review the Design Report with City staff.

PART 2 - PRELIMINARY DESIGN PHASE (60% DESIGN)

As previous mentioned, by utilizing information from our previous designs and CDPHE/WQCD applications, **we believe that we can accelerate the overall project schedule by approximately 45 calendar days** by incorporating CDPHE Permitting in the Preliminary Design Phase as follows:

CDPHE/WQCD Design Review Process – Prepare and deliver the following documents to the City for application processing:

- **Basis of Design Report (BDR)** – Prepare a written report complying with *Design Criteria for Potable Water Systems* Chapter. 1, Section 1.2. A key issue is coordinating closely with CDPHE/WQCD staff prior to submittal so as to better address any site specific information that the agency may prioritize.
- **Plans and Specifications** – Advance the design drawings per City comments and for compliance with *Design Criteria for Potable Water Systems* Chapter. 1, Section 1.3 (generally creating the Plans previously listed and modifying our previously prepared Project Manual to 60% complete). A key issue is coordination with City staff to ensure that anticipated (but not yet codified) revisions to the Public Works Manual are properly incorporated into the Project Manual.

- **Application Forms** – Prepare associated application forms.

60% Design Report – Compile the CDPHE/WQCD application documents and update the estimate of probable construction costs

60% Design Review Meeting – Review the CDPHE/WQCD application and the updated cost estimate of probable construction costs with City staff.

PART 3 - FINAL DESIGN PHASE (95% DESIGN)

95% Design Report – Advance the design drawings and Project Manual to 95% complete. Address any CDPHE/WQCD comments received. Obtain 2025/2026-year construction cost data from the City and other local municipalities and update the estimate of probable construction costs.

Part 4 - BIDDING/PROPOSAL PHASE

Contract Bid Documents – Design drawings and the Project Manual will be stamped “For Bid Only” and provided to the City Procurement and Grand Reporting Manager to advertise and obtain bids from qualified contractors.

Bid Support – Respond to bidder questions, provide clarifications on the design, review and advise on substitute materials, and provide guidance for addenda.

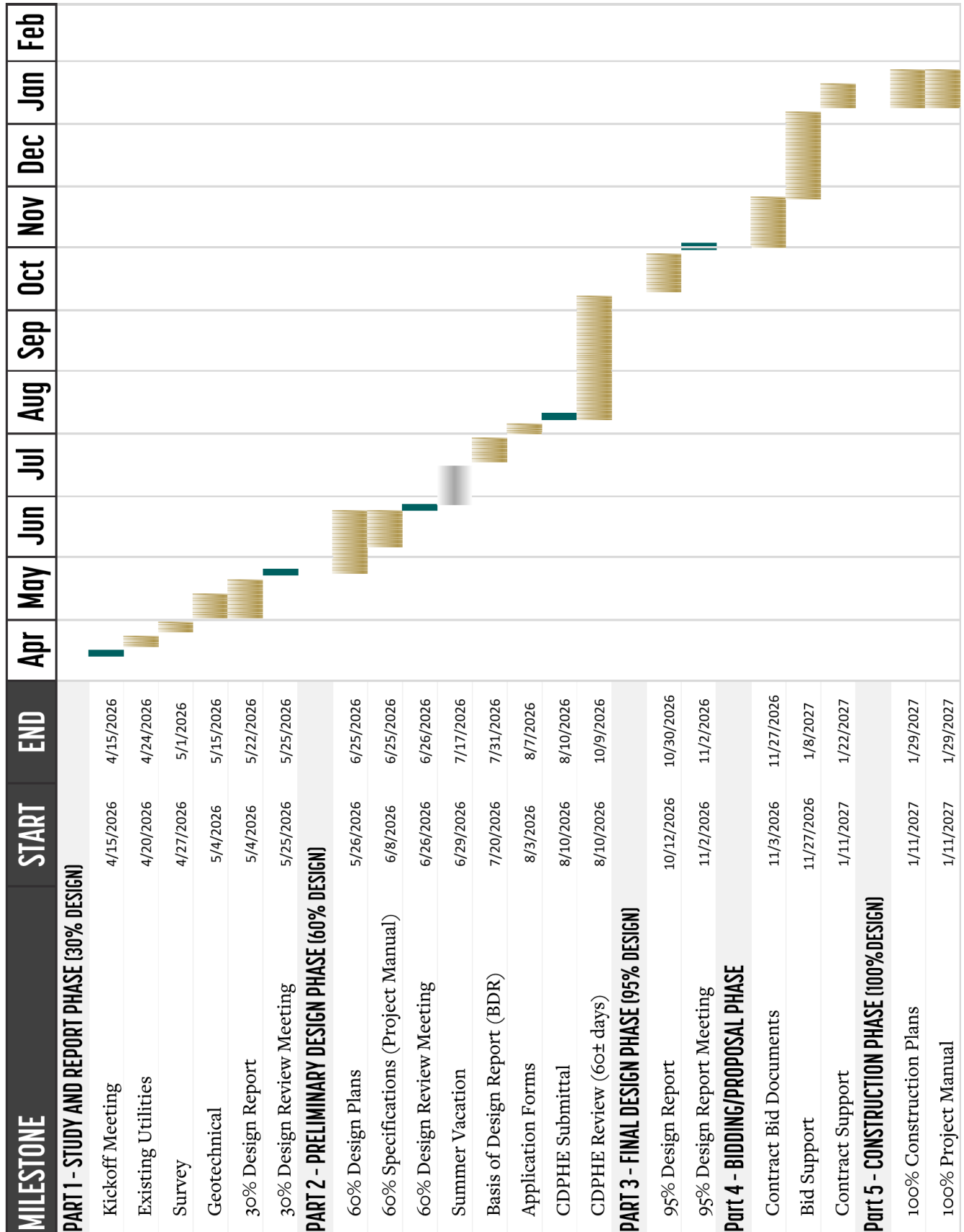
Contract Support – Review bids received and consult with the City regarding the qualification of prospective contractors, subcontractors, suppliers, etc. Review any proposed value-engineering options submitted by the preferred bidder.

Part 5 - CONSTRUCTION PHASE (100% DESIGN)

100% Construction Plans & Project Manual – Finalize the design drawings and Project Manual to construction level and stamp. Survey control and site plan information will be provided in electronic DWG format for use by the selected contractor. The selected contractor will be required to sign an Electronic File Indemnity Agreement with **BUI**.

PART 6 - QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

QA/QC – Services will be fully quantified upon approval of the construction schedule and a determination of City staff’s experience and capacity to perform certain duties inhouse. QA/QC shall include periodic site visits and meetings to verify that the work observed during each site visit is being completed in accordance with the Engineer of Record’s understood intent of the Construction Documents. Visits are anticipated for pre-construction, site excavation/rock removal, utility installation, foundation preparation/reinforcement, during various stages during tank construction, tank coating, testing and project closeout. For estimating purposes, the construction period is assumed at 12 weeks.



DETAILED FEE SCHEDULE

Task	Study & Report		Preliminary Design		Final Design		Bidding/Proposal		Construction		Notes:
	Hrs	Fees	Hrs	Fees	Hrs	Fees	Hrs	Fees	Hrs	Fees	
Meetings & Coordination	4	\$ 920	6	\$ 1,380	4	\$ 920	2	\$ 460	-	\$ -	^a Not-to-Exceed (excepting exclusions, or add't requested services)
Existing Utilities	4	\$ 760	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
Surveying ^b	12	\$ 2,296	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,156	^b excludes SUE mapping and utility borings/potholes.
Geotechnical	Sub ^{c,d}	\$ 7,260	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
Cover Sheet & Notes	3	\$ 626	6	\$ 1,252	5	\$ 1,022	2	\$ 460	2	\$ 460	^c Includes four (4) test holes.
Site Plan	5	\$ 1,022	10	\$ 2,044	5	\$ 1,022	2	\$ 460	2	\$ 460	
Grading, Drainage & Erosion Ctrl	5	\$ 1,022	18	\$ 3,628	5	\$ 1,022	2	\$ 460	2	\$ 460	^d Sub-consultant fees and expenses will be charged at invoice cost plus 10%.
Utility Plan	5	\$ 1,022	10	\$ 2,044	5	\$ 1,022	2	\$ 460	2	\$ 460	
Civil Construction Details	5	\$ 1,022	8	\$ 1,648	5	\$ 1,022	2	\$ 460	2	\$ 460	^e To be confirmed after construction schedule is approved (est. 12 weeks).
Tank Plan, Sections & Appurt.	5	\$ 1,022	10	\$ 3,584	5	\$ 1,242	2	\$ 460	-	\$ -	
Tank Foundation Plan	Sub ^{c,d}	\$ -	-	\$ 1,540	-	\$ 220	-	\$ -	-	\$ -	
Electrical & Control Systems	Sub ^{c,d}	\$ 3,850	-	\$ 11,000	-	\$ 4,125	-	\$ 2,860	-	\$ -	
Cost Estimating	-	\$ -	4	\$ 920	2	\$ 460	-	\$ -	-	\$ -	
Basis of Design Report (BDR)	-	\$ -	12	\$ 2,760	2	\$ 460	-	\$ -	-	\$ -	
Project Manual	-	\$ -	12	\$ 2,760	2	\$ 460	-	\$ -	-	\$ -	
CDPHE Application Forms	-	\$ -	4	\$ 920	2	\$ 460	-	\$ -	-	\$ -	
Bid Documents & Support	-	\$ -	-	\$ -	-	\$ -	4	\$ 920	-	\$ -	
CDPHE Closeout	-	\$ -	-	\$ -	-	\$ -	-	\$ -	10	\$ 2,076	
Subtotals:	48	\$ 20,822	100	\$ 35,480	42	\$ 13,457	18	\$ 7,000	28	\$ 6,452	

DETAILED FEE SCHEDULE

Task	QA/QC ^e		TOTAL ^{d,e}	
	Hrs	Fees	\$	
BUI-Project Manager	18	\$ 4,140		
BUI-Field Engineer	66	\$ 13,068		
Sub-Browns Hill Eng. & Controls	Sub ^d	\$ 10,725		
Sub-Kurtz & Associates	Sub ^d	\$ 6,600		
Sub-Kumar & Associates, Inc.	Sub ^d	\$ 2,200		
Subtotals:		\$ 36,733		

CITY OF RIFLE WATER TANKS

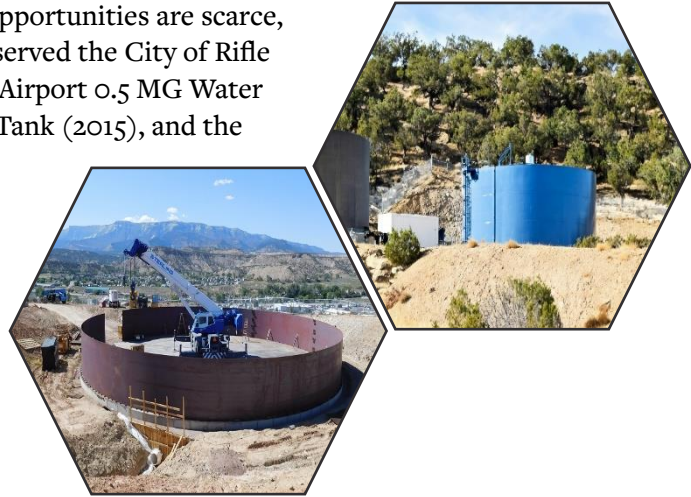
Rifle, CO

2015 - 2022

Reference: Brian Prunty (Public Works Director); 970.665.6559; bprunty@rifleco.org

In a region where potable water tank design opportunities are scarce, Boundaries Unlimited Inc. is pleased to have served the City of Rifle with their three (3) previous design, the Rifle Airport 0.5 MG Water Storage Tank (2020), the Rifle 2.0 MG Water Tank (2015), and the Rifle 3.0 MG Water Tank (2015).

Each design presented unique challenges including accelerated design and permitting, overflow energy dissipation, differential soil strata and the fallout of Covid-19 on material supply and magnified construction costs. Through all of these, **BU** partnered closely with City staff to see each project through completion.



TOWN OF SILT - TOWN ENGINEER

Silt, CO

2011 - Current

Reference: Joe Lundeen (Public Works Director); 970.876-2353; jlundeen@townofsilt.org

Boundaries Unlimited Inc. has proudly served as the Town Engineer for Silt since 2011, delivering expert design, surveying, and construction QA/QC services. When we began, the Town faced major challenges: a struggling Water Treatment Plant, an undersized water distribution system, deteriorating roads, lackluster downtown aesthetics, and poor pedestrian connectivity. Through innovative engineering and creative problem-solving, we've delivered modern, reliable infrastructure improvements that benefit the entire community.

Today, Silt residents enjoy upgraded systems, enhanced public spaces, and stronger connectivity that supports growth while preserving the town's unique character.

DOWNTOWN GLENWOOD SPRINGS (MULTIPLE DESIGNS)

Glenwood Springs, CO

2013 - 2025

Reference: Terri Partch (Prior City Engineer); 970.379.0539; terri.partch@jacobs.com

Our extensive portfolio of landmark downtown Glenwood Springs projects makes **BU** the clear choice for visionary design paired with sound engineering. Projects include: 6th Street Beautification; North Landing Park; Phases 1-3 of the 7th Street Beautification Project; Bethel Plaza; Phases 1 & 2 of the 7th Street Storm Sewer; 7th Street Sanitary Sewer Replacement; Alley Blocks 43/44/45; 9th Street & Cooper Avenue Streetscapes; Alley at 711 Grand Ave; Colorado Avenue Parking Lot and Pocket Park; and the DDA Downtown Public Restrooms.

APPENDIX



RESUMES

HOURLY RATE SCHEDULES



GENERAL BACKGROUND

Western Colorado has been ‘Home Sweet Home’ for Deric since infancy and he now enjoys raising his own family amongst the glory of our rivers, streams, meadows and mountains. As a youth, he experienced the region’s rapid expansion and recognized the need for sound design, thoughtful solutions and attention to detail.

After obtaining his degree in civil engineering, he returned home to apply his knowledge, experience and creativity to a plethora of private, public and municipal improvement projects

CONTACT

PHONE:
970.945.5252 ext. 01

WEBSITE:
www.bu-inc.com

EMAIL:
deric@bu-inc.com

COMMUNITY AFFILIATIONS

Liberty Classical Academy-President
New Hope Church-Children’s Ministry
DPA Global Design: Non-Profit Design
Seeds of Hope Int. : Non-Profit Design

DERIC WALTER, PE

BOUNDARIES UNLIMITED INC.

Project Manager

PROFESSIONAL REGISTRATION

Colorado Registered Professional Engineer, PE #37110

EDUCATION

Colorado State University, B.S. Civil Engineering

QUALIFICATIONS SUMMARY

Deric has over 30 years of experience in civil engineering, surveying, land planning, application processing and construction oversight. He is also the Town Engineer for the Town of Silt, Colorado where he provides application review and civil designs for public roadways, streetscapes, potable water storage & distribution, wastewater collection, irrigation storage & distribution, stormwater management, the water treatment plant, and the wastewater treatment plant.

Deric is extremely well versed in 3D site and utility design having utilized Autodesk Civil3D since its debut in 2004. He is also proficient in numerous hydraulic/hydrology methodologies and the use of associated modelling programs.

MUNICIPAL PROJECTS

City of Rifle

- Graham Mesa (2) and Airport Potable Water Tanks
- W. 5th Street & Stillwell Avenue Improvements

Town of Silt

- Town Engineer (2011 to Present)
- Numerous Roadways, Utilities, Parks, Structures, etc.

City of Glenwood Springs & DDA

- 6th & 7th Street Streetscape Projects
- Downtown Public Restrooms
- Centennial Street Lift Station
- Numerous Water/Sewer/Drainage/Road Improvements

City of Aspen

- Public improvements attached to dozens of homes and commercial buildings throughout the city.

Garfield County

- Several Parking Lots in Glenwood Springs
- Rifle & South Glenwood Sand & Gravel Facilities
- Sweetwater Fire Station

Town of Basalt

- Compliance Inspections for Projects in CDOT ROW

TYLER R. WILLE

8871 S. Ammons St. Littleton, CO 80128
tylerw@brownshilleng.com | 720-402-3756

OBJECTIVE

To provide document showing some of my experience in the Water and Wastewater sector, especially involving control systems and electrical design.

PROFESSIONAL EXPERIENCE

BROWNS HILL ENGINEERING & CONTROLS LITTLETON, CO

December 2017 - PRESENT

Engineer

- Designing electrical and controls systems for water and wastewater projects
- Draft wiring diagrams for industrial control panels and treatment plants
- Conduct site visits to gather information and create bill of materials
- Create control-related documentation for installation and maintenance purposes
- Programming of PLCs using Ladder Logic, Function Block, and structured text
- Programming of OIT & HMI screens
- Installing PLCs and starting up control systems
- Troubleshooting control issues involving PLCs and VFDs

BROWNS HILL ENGINEERING & CONTROLS LITTLETON, CO

Summers & Winters

Intern

2010, 2011, 2013, 2014, 2015, 2016, 2017

Work for major system integrator of industrial controls used in water and wastewater treatment facilities when not attending school.

- Draft wiring diagrams for treatment plants
- Conduct site visits to gather information and create bill of materials
- Create control-related documentation for installation and maintenance purposes
- Programming of PLCs using Ladder Logic
- Programming of HMI screens

KEN-CARYL RANCH WATER & SANITATION DISTRICT LITTLETON, CO

May 2009 – Aug 2009

Seasonal Worker

May 2008 – Aug 2008

Perform system maintenance, service, and other tasks as assigned for a southwest Denver water district.

- Service water pipeline valves, blow-offs and hydrants throughout the district
 - Prepare and organize maintenance records and work orders
 - Conduct station cleaning processes to improve equipment performance
-

EDUCATION

BACHELOR OF ELECTRICAL ENGINEERING

University of Wyoming, Laramie WY
Graduation: December 2017

TECHNICAL PROFICIENCIES

AutoCAD, RSLogix (500 & 5000), Allen-Bradley PLCs including Micrologix, ControlLogix, and CompactLogix, Industrial Control Links PLCs including Modulus and Sprite, Allen-Bradley Operator Interfaces, Redlion Operator Interfaces, Maple Systems Operator Interfaces,

PROFFESIONAL REGISTRATIONS

PROFESSIONAL ENGINEER

2023, State of Colorado, State of Wyoming

KURTZ & ASSOCIATES, INC.**5012 County Road 154****Glenwood Springs, CO 81601****STRUCTURAL CONSULTANTS****Phone (970)945-6305**

Kurtz and Associates is a full-service structural consulting firm serving the Roaring Fork Valley and surrounding area. The firm was incorporated in February 1994.

SERVICES: Structural construction documents. Structural design and analysis.
Investigations and inspections. Feasibility studies and value engineering.

EXPERIENCE:	Multi-family projects	Bridges (Pedestrian & Highway)
	Office Buildings	Retaining Structures
	Retail Projects	Industrial Buildings
	Residential Homes	Custom Residential

KEY PERSONNEL:**Brian J. Kurtz, P.E.** (Colorado Professional Engineer #18744)

Education: Colorado State University, Fort Collins, Colorado
Bachelor's of Science, Structural Mechanics, 1977

Experience: Brian has extensive design experience with numerous structural materials including reinforced masonry, reinforced concrete, post-tensioned concrete, precast concrete, structural steel, light gage steel, lumber, and wood manufactured products. He has over thirty years of structural engineering experience, including seven years with KKBNA, Inc. of Denver, Colorado, and eight years with Pattillo Assoc. of Glenwood.

Maya C. E. Kurtz

Education: The Evergreen State College, Olympia, Washington
Bachelor's of Science, Environmental Science, 2001

Experience: Maya has ten years of experience in structural and architectural drafting and computer aided drafting. She is responsible for construction document production and office management.

Jeanne Gibson

Education: Red Rocks Community College
Associate's of Science, Engineering, Graphics, Architecture, 2004

Experience: Jeanne has ten years of experience in computer aided drafting and architectural design. She is responsible for construction document production and architectural design.

KURTZ & ASSOCIATES, INC.

**5012 County Road 154
Glenwood Springs, CO 81601**

STRUCTURAL CONSULTANTS

Phone (970)945-6305

SOME OF OUR PROJECTS

Brian Kurtz served as Project Engineer and/or Engineer of Record for the following sampling of projects.

MUNICIPAL WATER TANKS

City of Rifle, Rifle Airport 0.5 MG Water Storage Tank (2020), The Rifle 2.0 MG Water Tank (2015), The Rifle 3.0 MG Water Tank (2015).

EDUCATIONAL FACILITIES

Colorado Rocky Mountain School, Addition to the Bar Fork Building, Carbondale, CO 6500 square ft. addition including 4000 square ft. gymnasium. Construction completed 1994.

Glenwood Springs Middle School, Glenwood Springs, CO 80,000 square ft. school. Construction completed 1991.

COMMERCIAL & OFFICE PROJECTS

Mesa National Bank, Glenwood Springs, CO
Three story, 20,000 square ft. structure. Construction completed 2003.

Glenwood Commercial, Glenwood Springs, CO
Office complex of four individual two story buildings, constructed on a relatively steep site. Building size is from 11,600 square ft. to 16,800 square ft. Construction completed from 2004 through 2008.

Van Rand Center, Glenwood Springs, CO
Three story, 16,000 square ft. structure. Construction completed 2004.

HIGHWAY BRIDGES

Aspen Glen Bridge, Carbondale, CO
This two lane, three span, 514 ft. long structure spans the Roaring Fork River internal to the Aspen Glen Subdivision and Golf Course. Construction completed 1996.

River Valley Ranch Bridge, Carbondale, CO
This two lane, 135 ft. long structure spans the Crystal River at the entrance to the subdivision and golf course. Construction completed February 1997.

Midland Avenue Bridge, Basalt, CO
This two lane, 158 ft. long steel arch spans the Roaring Fork River and serves as the new entrance to the town of Basalt. The pedestrian friendly structure features a 10'-0" wide walkway in each side of the roadway plus mid-span gazebos. Construction completed July 1998.

Steven L. Pawlak, P.E.

Senior Principal Engineer



Education

Arizona State University
M.S., Civil Engineering, 1976

Arizona State University
B.S., Civil Engineering, 1972

Professional Registration

Registered Professional Engineer:
Colorado, Arizona

Professional Affiliations

Colorado Association of Geotechnical
Engineers (CAGE)

American Council of Engineering
Companies of Colorado (ACEC/CO)

American Society of Civil Engineers
(ASCE)

Qualifications Summary

Mr. Pawlak has over **42 years of experience** in geotechnical, geological engineering. He is responsible for planning and management of geotechnical and geologic assessments on private and public projects throughout western Colorado. He has extensive experience in special mountain terrain problems such as landslide stability analysis, hillside grading and groundwater drainage. His background includes design of foundations on expansive, collapsible and soft soils. He also supervises field technicians and engineers that perform construction observation, groundwater mitigation and slope movement instrumentation, and evaluates structures which have experienced distress.

Professional Experience

- Mr. Pawlak's additional project experience includes: roadway grading through difficult terrain; use of special retaining walls and bridge structures; stabilization of roadway cut and fill slopes; major commercial, industrial, residential, and municipal water and wastewater treatment facilities; analysis and design of numerous low-head earthen dams for permanent storage, temporary detention and irrigation purposes; and foundation studies for design and installation of driven pile and drilled pier foundations for relatively small to large structures and bridges.
- **Healthy Rivers Whitewater Park** (Basalt/Pitkin County, CO): Project Manager for the geotechnical investigation for the retaining wall, pedestrian trail and slope grade for Health Rivers Whitewater Park. The project consisted of evaluating the existing embankment and stream gravels for suitability during the wall construction through completion.
- **Bridge Replacement, County Road 151 & Sweetwater Creek** (Garfield County, CO): Project Manager for the geotechnical engineering study for the Bridge Replacement at County Road 151 and Sweetwater Creek. The project consisted of the existing 25-foot long bridge to be replaced with 20-foot wide arch culvert. One exploratory boring was drilled next to the bridge abutment to a depth of 31 feet into dense steam gravel. Spread footings to be placed on the natural soils was recommended for the arch culvert support.
- **New Bridge across Rifle Creek** (Garfield County, CO): Project Manager for the geotechnical engineering study for a new bridge to be constructed across Rifle Creek. The project consisted of a new single lane bridge to replace the existing creek ford location. Two exploratory borings were drilled near the bridge abutments to a depth of 26 feet into dense steam gravel. Spread footings to be placed on the natural soils was recommended for the bridge abutment support.
- **Bridge Replacement, County Road 207 and Carr Creek** (Garfield County, CO): Project Manager for the geotechnical engineering study for the County Road 207 and Carr Creek bridge replacement. The project consisted of the existing 20-foot long bridge to be replaced with 20-foot wide arch culvert. Two exploratory borings were drilled next to the bridge abutments to a depth of 46 feet and up to 22 feet into bedrock. Spread footings to be placed on the natural soils was recommended for the arch culvert support.
- **Mountain Valley Water Storage Tank Replacement** (Aspen, CO): Project Manager for the geotechnical engineering study and evaluation of the existing geological conditions for the replacement of a water tank on a steep hillside above the Mountain Valley Development.

PROFESSIONAL DESIGN SERVICES

Project Manager (PM)	\$230/hr
Project Engineer (PE)	\$198/hr
Design Engineer (DE)	\$166/hr
Technician (Tech)	\$156/hr
Survey Manager (SM)	\$198/hr
1-Man Survey Crew	\$190/hr
2-Man Survey Crew	\$250/hr

LEGAL

Expert Testimony/Deposition	\$450/hr
Court and Deposition Preparation	\$350/hr

REIMBURSABLE EXPENSES

Vehicle Mileage	\$0.85/mi
B&W Photocopies	\$0.25/ea
Color Photocopies	\$0.50/ea
Engineer B&W Prints (24"x36")	\$10/ea
Engineer Color Prints (24"x36")	\$30/ea
Mylar Prints (24"x36")	\$40/ea

SUB-CONSULTANTS & OVERTIME REQUESTS

Sub-consultant fees and expenses will only be charged at invoice cost plus 10%.

Requests for services to meet Client imposed deadlines which require overtime will be billed at 1.40 times the rates stated above.

**2026
FEE SCHEDULE
GLENWOOD SPRINGS
PROFESSIONAL SERVICES**

FIELD EXPLORATION

Truck-mounted drill rig	
CME-45B	\$200/hour
Mobilization	\$5.00/mile
All-terrain drill rig	Cost + 20%
Crew travel	\$120/hour
Special equipment (backhoe, drill bits, well supplies, etc.)	Cost + 20%
Field Engineer or Geologist	\$110/hour
Overtime (over 8 hours/day, Saturday, Sunday and Holidays)	1.5 x hourly rate

LABORATORY TESTING

Fee schedule available on request.

CONSTRUCTION OBSERVATION AND MATERIALS TESTING

Fee schedule available on request.

ENGINEERING

(Includes project planning, administration, analysis, consultation, report preparation, field and travel time. Expert witness service has a 50% premium hourly rate.)

Principal	\$250/hour
Senior Project Manager	\$220/hour
Project Manager	\$190/hour
Senior Project Engineer/Geologist	\$160/hour
Project Engineer/Geologist	\$140/hour
Staff Engineer/Geologist	\$120/hour
CAD/Drafting	\$100/hour
Word Processing	\$80/hour

OTHER DIRECT CHARGES

Auto or pickup mileage	\$.90/mile
Out of town living expenses, equipment rental, supplies, etc.	Cost + 20%

REMARKS

Late fee of \$30.00 or 1.5% per month (whichever is the greater) charged 30 days from invoice date plus collection costs, bank charges and reasonable attorney's fees. Up to 3 copies of report provided for each project. Minimum 2 hour trip charge per day for field engineer or technician.

Terms and Conditions On Back

Effective Jan. 1, 2026



8130 SHAFFER PARKWAY, SUITE A • LITTLETON, CO 80127 • 720.344.7771 PH

2026 COMPANY ENGINEERING RATES

ENGINEERING RATES

SENIOR Engineer

WORK RATE: \$250.00 AN HOUR

Travel Time and Mileage will also be charged for all projects per the following:

TRAVEL TIME: \$250.00 AN HOUR

MILEAGE: \$0.77 PER MILE
*(Mileage is not charged when the
Technician is traveling with others.)*

JUNIOR Engineer

WORK RATE: \$210.00 AN HOUR

Travel Time and Mileage will also be charged for all projects per the following:

TRAVEL TIME: \$210.00 AN HOUR

MILEAGE: \$0.77 PER MILE
*(Mileage is not charged when the
Technician is traveling with others.)*

All other Costs will be at cost plus 15%.

ENGINEERING



TO: Patrick Waller
FROM: Craig Spaulding
DATE: April 27, 2026
RE: Award to Boundaries Unlimited for NE 1MG Tank Design

The purpose of the following memo is to recommend award for the Design of the NE 1,000,000 Gallon tank #2

This additional tank is necessary to keep up with the existing and future demand in the NE zone. The tank site was prepared for it with the construction of the existing tank. The secondary tank also provides a redundant tank that can be in service while maintenance is performed on the other tank.

This project is part of the utility master plan and is to be designed in 2026 and constructed in 2027.

**Procurement and Grant Reporting
City of Rifle**

202 Railroad Avenue, Rifle, CO 8165
970-665-6412



MEMORANDUM

TO: Honorable Mayor and City Council Members

CC: Patrick Waller, City Manager Jared Emmert, Director of Utilities
and Craig Spaulding Civil Engineer

FROM: Iris Trevisano, Procurement and Grant Reporting

DATE: April 1, 2026

SUBJECT: **Recommendation 0303202610 - NE 1,000,000-Gal Tank Design**

Background

The existing NE tank is nearing capacity. The addition of a 1MG tank will meet current and future capacities as well as provide redundancies for maintenance of the existing tank when needed. The successful firm will be responsible for the Survey/ Design/ Geotechnical Review required for the proposed 1,00,000 gallon tank and associated site in accordance with OSHA, AWWA, and CDPHE. The successful firm will also be responsible for providing design and specifications for the instruments and controls compatible with existing tank's level controls.

Procurement

In accordance with our procurement code, we issued a Request for Proposal (RFP) for these services, which was posted on the Rocky Mountain e-purchasing system- bidnet direct website. A mandatory pre-bid meeting was held that was attended by five consultants. At the close of the submission period, we received two proposals. A selection committee was established to evaluate and score the proposals. Their proposals were assessed on several criteria, including qualifications, relevant experience, design approach, proposed timeline, and cost. Boundaries Unlimited Inc. received a Local Preference under Code Sec. 4-3-210. for being in Garfield County.

0303202610000 - NE 1,000,000 Gal Tank Design		
Committee Member	Boundaries Unlimited Inc.	JVA, Inc.
	\$ 119,944.00	\$ 153,000.00
1	99.60	93.19
2	100.00	94.00
3	78.00	72.00
Total	277.60	259.19
Average	92.53	86.40
Local Discount	2%	
	94.384	

Recommendation

After a careful evaluation process, the selection committee recommends that City Council approve Boundaries Unlimited Inc. to provide design services not to exceed \$119,944.00. Boundaries Unlimited Inc. Stood out for its qualified team, strong experience with previous tank projects within the city.

Staff recommends awarding the contract for NE 1,000,000 Gal Tank Design in the amount of \$119,944.00.

Thank you,

Iris Trevisano
Procurement and Grant Reporting Manger



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	BOUNDARIES UNLIMITED	

2.	Vendor Address
	923 COOPER AVE, STE 201, GLENWOOD SPRINGS CO 81601

3.	For the Purchase of (description)
	PROFESSIONAL SERVICES - DESIGN OF NE #2 WATER TANK

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$119,994	\$200,000	

5.	Dept. Name	General Ledger Acct #
	UTILITY - WATER	310.4331.400.320

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

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

8.	Authorization Required	
	☐ City Manager	
	☒ City Council	

9.	Signatures		
	Position	Signature	Date
	Department Director	ROBERT P. BURNS	8/26/2020
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



Agenda Item #9.g.

Agenda Item Name:

Consider Award to Colorado River Engineering for the Design of the Railroad Avenue 9th St to Highway 13 Design

Presenter:

Craig Spaulding, Civil Engineer
Iris Trevisano, Procurement and Grant Reporting Manager

Item Description:

Consider Award to Colorado River Engineering for the design of the Railroad Avenue 9th St to HWY 13 Design

Recommended Action:

Move to approve award to Colorado River Engineering for the design of the Railroad Avenue 9th St to Highway 13 Design in the amount of \$231,500.00

Fiscal Impact:

A total of \$191,500 was budgeted for the street design for 2026 and the Street Design came in under budget at \$167,582.

While scoping the design the need to add utility replacement was discovered and was added to the scope. This portion came in at \$63,918. This was not in the 2026 budget but the 2026 Water System Improvements Design was \$236,528 below budget so the funds are available.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Railroad Avenue roadway surface is in need of rehabilitation. Prior to the investment it is important that the underground utilities are upgraded appropriately. Most of the utilities are in need of replacement. Additionally, the intersection of 16th and Railroad Avenue has poor turning radii and potential development which would increase traffic at the intersection.

Executive Summary:

Staff issued a Request for Proposals (RFP) for professional engineering services and received four qualified responses. Following evaluation and scoring by the selection committee, Colorado River Engineering ranked highest.

Because this is a professional services contract, selection was based on qualifications rather than price alone. Staff recommends awarding the contract to Colorado River Engineering for the design of the Railroad Avenue 9th St to HWY 13 Design.

More Information on Bids Received: <http://www.rifleco.org/PacketAddendums>

Notification Requirements:

N/A

Prepared By:

Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:

1. 03032026921 - Railroad Avenue 9th St to HWY 13 Design Bid Page
2. RFP_rr 9th-HWY 13 Design Award BID tab
3. CRE Proposal
4. Pages from Scope and background documents
5. Memo_RFP Award_CRE
6. RFP_R.R 9th-HWY 13 Design Award Memo
7. PURCHASE REQUEST - CRE_RR Ave Design

REQUEST FOR PROPOSAL

For

Railroad Avenue 9th St to HWY 13 Design

The City of Rifle is requesting proposals from interested and qualified consultants for Railroad Avenue 9th St to HWY 13 Design . Proposals must be submitted via the Rocky Mountain e-purchasing system- bidnet direct website www.bidnetdirect.com/colorado/cityofrifle by March 23, 2026, at 12 p.m. Proposals received after the closing date and time will not be considered.

There will be a mandatory pre-bid meeting at City Hall Mamm Peak Conference Room March 11 2026, at 1 p.m.

Questions concerning this proposal shall be addressed to Iris Trevisano, Procurement and Grant Reporting Manager at itrevisano@rifleco.org. The final deadline for questions is March 18, 2026, 12 p.m.

Notice of Award (tentative) April 1, 2026

.....

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 for Solicitations only, call Procurement and Grant Reporting Manager Iris Trevisano at 970-665-6412 or email Itrevisano@rifleco.org . Please allow 48 hours for your requests to be met.

03032026921 - Railroad Avenue 9th St to HWY 13 Design

Committee Member	Colorado River Engineering	JVA, Inc.	*TRC Companies Inc.,
	\$ 231,500.00	\$ 244,800.00	\$ 189,662.00
1	96.00	95.00	94.00
2	96.00	93.00	95.00
3	97.65	97.25	81.25
Total	289.65	285.25	270.25
Average	96.55	95.08	90.08
Local Discount	3%		
99.4465			

JAV's Initial bid was \$189,800. Utility potholing is required for the project. The quote of \$55,000 was added to the bid.

TRC Companies Inc- "The lump sum excludes third-party fees and specialty investigations such as permit application fees, geotechnical borings and lab testing, SUE OL-A field verification beyond the base SUE scope, and agency review fees; these items will be shown separately billed items in the detailed attachment."



March 19, 2026

Iris Trevisano
Procurement and Grant Reporting Manager
City of Rifle

RE: Request For Proposal - Railroad Avenue 9th Street to HWY 13 – Cover Letter

Dear Iris,

As required by the RFP, Colorado River Engineering has prepared this cover letter to introduce our proposal and provide a price quote for the project based on the scope of work provided by the City of Rifle.

The proposal attached includes a team of companies assembled to provide the best possible design and construction package for the Railroad Avenue project. Colorado River Engineering will act as the Project Leader, City Point of Contact, Contract Holder, and Project Manager. KLJ is serving as the Subsurface Utility Engineer, Traffic Engineer & Traffic Study Conductor, along with Signage and Striping. Bookcliff Surveying will be performing the existing conditions survey and Huddleston-Berry will be performing the geotechnical investigation and road section design report. This is a well qualified team who has performed many similar City of Rifle projects. Our cost proposal is higher than the City's anticipated budget. The total design cost estimated for this project is **\$231,500**. After preparing initial estimates, we were originally much higher than this number but reduced our typical costs down as low as possible in an attempt to meet the City's budget called out in the RFP of \$191,500. In our opinion this cost cannot be met if the Subsurface Utility Engineering standards of ASCE 38 SUE are upheld.

Thank you for the opportunity to provide this proposal and we look forward to working with the City of Rifle. If you have any questions, please do not hesitate to call 970-625-4933.

Best Regards,

A handwritten signature in blue ink, appearing to read "Eric Brynildson".

Eric Brynildson, PE

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KLJ's Subconsultant Fees	Table 2

Attachments:

- Appendix A: Current Rate Sheet, Representative Projects, Company and Sub-Consultant Info and Resumes, Typical Agreement, & Proof of Insurance**
- Appendix B: Traffic Impact Study by Kimley-Horn and Associates**

INTRODUCTION

Colorado River Engineering, Inc. has prepared this proposal to provide services to support the construction of improvements for Railroad Avenue from 9th Street to Highway 13. Services include civil engineering design, construction document creation, and construction support. A general list of tasks includes surveying, SUE investigation, geotechnical investigation and design, traffic study, traffic signal design, road design, cost estimating, bid document preparation, and construction support services. This proposal packet includes a summary of the project background, scope of services, project team organization, and critical project issues.

BACKGROUND

Colorado River Engineering (CRE) performed the Civil Design and was the project leader for the design team for the adjacent Railroad Avenue projects including the 5th to 9th Street project and Rifle Downtown Improvements which included 3rd Street and Railroad Avenue from 2nd Street to 5th Street. These projects along with the Wendy's Site, Centennial Parkway, CDOT Park & Ride, Rifle Gateway, Brenden Theater, and Rifle TOD Strategic Plan give us an extensive background in the existing utility infrastructure and road design constraints in this critical area. Our office is located in Rifle which makes multiple site visits and spur of the moment design meetings and field inspections easy to achieve as we are within walking distance of the project boundary.

PROJECT TEAM

Colorado River Engineering will provide a team of people to perform the required design tasks for this project. We will schedule design meetings and coordinate between sub-consultants as the project leader. The project team assembled to complete the scope of work is:

Colorado River Engineering, Inc.

- Project leader and manager
- City point of contact
- Project Base Mapping
- Civil Engineer
- Construction Inspection & Support

Personnel: Eric Brynildson, PE: Project Manager, Design Engineer
Chris Manera, PE: Principal, project oversight
Maggie Guinta, PE: Staff Engineer

KLJ Engineering, LLC

- Subsurface Utility Engineering (SUE) Analysis Oversight & Management
- Traffic Signal Design, Traffic Study
- Signage & Striping Plan - MUTCD

Personnel: Jason Reimer, PE – SUE Engineer of Record, Project Manager
Tayler Lane – Project Manager/SUE Group Leader
Joe Devore, PE – Lead Traffic Engineer, Traffic Analysis
Caitlin Wotruba, PE – Traffic Signal Design, Signage & Striping

Bookcliff Survey Services, Inc. – Existing conditions surveying & property mapping
Personnel: Michael Langhorn, PLS, Wayne Kirkpatrick, PLS & Field Crew

Huddleston-Berry Engineering – Geotechnical soils investigation and road section design

PROJECT APPROACH

CRE's team is familiar with the project, proposed project corridor, utility stakeholders, City of Rifle project objectives, and project challenges. Our overall approach to this project is as follows:

- Hold a project kickoff meeting with the City to verify project goals, objectives, challenges, and potential solutions.
- Determine what right-of-entry (ROE) permissions are required and send ROE letters.
- Identify project stakeholders, anticipate their concerns, contact them and involve them in the project process.
- Utility stakeholders will be contacted at the project onset to initial the Subsurface Utility Engineering (SUE) Level D records search.
- Conduct field work, which will include survey (topo, drone flight, and boundary work) and SUE utility locating, marking, and survey. Field data will be consolidated to create an existing conditions base map of the project corridor and SUE Level B/C/D plans.
- Identify alignment options and perform an analysis of alternatives with the City to identify the preferred water main alignment. Note, this task will be conducted concurrently with the field work. SUE work will not start until the alignment is determined to ensure the SUE is focusing on the correct corridor.
- Complete a 30% design of the water main replacement and associated street improvements. The intent of street improvements is to replace the existing roadway, correct the road crown, while preserving as much of the existing road base as possible. There are areas where rutting is occurring which is an indication of subgrade failure which will be re-stabilized. To reduce construction costs, where possible, the existing curb, gutter, and sidewalk, v-pans, and ADA ramps will remain. The 30% design phase will complete the horizontal layout of the proposed improvements to identify potential conflicts with existing features (including utilities), develop and propose solutions to project challenges, and identify easement/ROW needs. A centerline profile of the road and corridor will be run using a cross-section template of the Railroad Avenue road cross section. This will be at a 30% level to roughly identify grading limits, proposed drainage patterns, and to establish a finished surface and estimated depth of the existing and proposed water mains. The key focus will be on minimizing impacts to private property, existing utilities, ROW needs, and geometric safety of the roadway.
- Finalize the 30% design deliverables, execute the QA/QC plan, document design assumptions and exceptions, develop a utility conflict matrix of potential utility conflicts, issue the 30% deliverables for review, and hold a review meeting with the City to gather input/comments on the proposed improvements.
- Meet with the City to determine and finalize Level A pothole locations and conduct the Level A test-hole phase of work. As per Addendum 1 to the RFP, **25** test holes have been assumed to be required.

- Proceed with the 60% design phase, which will update the proposed improvements to mitigate utility conflicts based on the Level A test-hole data received. The 60% design will finalize the horizontal layout based on comments, refine the vertical baseline (i.e., street centerline profiles), and evaluate grading daylightings throughout the corridor and how to minimize impacts outside of the right-of-way. The focus during this phase will be to identify design innovations/improvements, addressing 30 percent design comments, minimizing impacts to utilities, re-evaluate needs and impacts to private property, promote positive drainage, establish proposed drainage patterns and flow pathways compatible with adjacent areas, anticipate, verify, and mitigate vertical utility conflict, and ensure constructability of the proposed improvements.
- Complete the 60% deliverables, execute the QA/QC plan, update design assumptions/exceptions, create an engineer's estimate of probable cost, update the utility conflict matrix, submit the 60% package to the City for review and comment.
- Conduct design review meetings to review comments and develop clear direction to complete the design.
- The 90% phase will finalize the design, plans, specifications, project special provisions, utility conflict matrix, bid tab, and cost estimate. If any easements or right-of-way is required exhibits will be prepared so the City can start the acquisition process. The focus during this phase will be constructability to ensure the plans show all the detail required to construct the proposed improvements. A thorough QA/QC review of the deliverables will be performed prior to delivery of the final work products and a 90% review meeting will be held to gather any final input/comments on the proposed design elements.
- For the final phase the 90% review comments will be addressed, and the final deliverable will be a construction bid package. This will include project plans, specifications, project specials, bid tab, cost estimate, and completed utility conflict matrix,
- CRE will support the City through the bidding process.

PROJECT MANAGEMENT

Project Kickoff

After award of the project, CRE's team will attend a kick-off meeting with City staff. The purpose of this meeting will be to make introductions, establish clear lines of communication, and listen to the City's concerns. We'll review goals, objectives, scope, schedule, and budget with the City during the kick-off meeting to ensure a mutual understanding of these pillars for a successful project. CRE will go over anticipated project challenges and potential solutions to mitigate or avoid them. CRE will issue meeting minutes summarizing key points and action items.

Communication Plan

CRE will meet with the City regularly to discuss project progress and design issues. These meetings can be held in-person at the City's office, at CRE's office, or online. We plan to meet in-person for all milestone meetings (e.g., design review meetings). Productive project meetings ensure an open line of communication and help assure overall project success. Some meetings may include a virtual option to reduce costs to the project if remote team members need to

attend. Meeting minutes summarizing the discussion and action items with responsible party and due dates will be provided within one week of the meeting. CRE will be the dedicated project point of contact for property owners. KLJ is leading the SUE efforts and will be the primary point of contact for utility stakeholders.

DATA COLLECTION

Existing Conditions Survey

A full topographic and utility survey will be performed. The project boundary for the survey scope of work is basically the ROW property boundary throughout the project from 9th Street to HWY 13 connection which is approximately 0.7-miles of Railroad Avenue corridor. Connecting streets and driveways will be included throughout the project area along with 1 block east on 16th Street. All surface improvements including (but not limited to) concrete sidewalks, curb, gutter, landscaping, light poles, signage, traffic signals, striping, parking, asphalt, roadway, utilities, sewer manholes & inverts, etc. will be surveyed for elevation and location in the project boundary. The coordinate system will be on Colorado State Plane, Central Zone, US Feet with Geoid 12 allowing GIS coordination to be performed.

Drone Flight

Bookcliff Surveying will perform a drone flight on the project corridor. The purpose of this task will be to collect an updated detailed aerial image. That image will be used to verify existing conditions, utility risers, and site improvements. Having an updated aerial image in the background of drawings for design review purposes is extremely valuable and helpful because it allows a quality control check to make sure all surface improvements have been located.

Subsurface Utility Engineering (SUE)

KLJ's SUE staff will coordinate with utility companies for the utility records research, field marking of utilities, and other SUE related questions/issues. The SUE Level B, C, and D utility mapping will be done as part of the initial data collection and project base map preparation. SUE Level A potholing needs will be identified as part of the 30% design and will be installed as the first phase of the 60% design. CRE, KLJ, the City of Rifle, and utility stakeholders will all coordinate, finalize, and agree upon the number of Level A test holes needed to verify utility locations (horizontally and vertically) at potential points of conflict. As per Addendum 1 to the RFP, **25** test holes are assumed to be needed. KLJ will perform the Level A potholing once the City has approved the SUE Level A scope. 4-days of traffic control is included in the scope and cost for this work.

Geotechnical Investigation

Huddleston Berry Engineering and Testing (HBET) will perform the geotechnical investigation, lab work, the design of roadway structural sections, and will provide any additional geotechnical recommendations within a final geotechnical engineering report. 9-bore holes are proposed throughout the corridor which will give multiple points of soils analysis. Michael Berry and his team are familiar with local geological conditions/challenges, how to mitigate them, and worked with the CRE/KLJ team on the City of Rifle Gateway Project as well as the Penwell

Project. If subgrade soils issues arise with road subgrade, trenching, or other geotechnical challenges arise, CRE will utilize HBET's geotechnical expertise and local knowledge. HBET has experience in all these areas and can assist should these issues arise. HBET is based in Grand Junction and known for its senior-level leadership and project execution of deliverables. Licensed in Colorado, HBET provides geotechnical engineering, construction materials testing, and consulting services. They bring extensive experience working throughout the Western Slope of Colorado. KLJ and HBET have collaborated on the Penwell Project, City of Rifle Gateway Project, Mesa County's Clifton 1st Street and South Camp Projects, City of Delta Hillside Street Reconstruction, and City of Montrose West Main Reconstruction. HBET has extensive experience with Western Slope soils and challenging geotechnical conditions, roadway structural design, trenching, groundwater, slope stability, and retaining walls.

Project Base Map

CRE will combine the SUE and survey information into a project base map. This map will be the basis of the design and will include utility locations, topography, existing features, boundary information, and new aerial imagery.

Utility Conflict Matrix and SUE Plans

A utility conflict matrix will be created where potential utility conflicts have been identified. The matrix will be used to track the resolution of these conflicts throughout the project to final. Conflict avoidance is our team's goal; however, it will be impossible to avoid all utility conflicts. KLJ will conduct the SUE portion of the project compliant with Senate Bill 18-167, culminating in the production of a set of existing condition utility data which will be incorporated onto the Existing conditions and construction documents.

60% Design

The 60% design phase will complete the design and incorporate input received on the 30% deliverables. Our team's focus during this phase will be completion of the design, ROW/Easement support, bid package deliverables, and quality assurance. Our team will utilize Bluebeam to track all comments and the status of each comment (accepted/rejected, addressed, and checked). KLJ will ensure all 30% design comments have been addressed and all other outstanding issues have been resolved. Our quality assurance process will be documented for the City in our final design quality assurance letter and electronic copies of the Bluebeam sessions (documents and comments) will be provided electronically for the City's project records. There are many tasks associated with the 60% Design Phase, and only the following tasks are highlighted because of their importance.

Utility Coordination, Updates to Conflict Matrix, and Final SUE Plans

Level A SUE test hole locations will be identified based on potential vertical conflict as part of the 30% design. These locations will be reviewed with and approved by the City and utility stakeholders, potholed, utility depths will be documented, and the project plans will be updated. Project plan updates may include adjusting the horizontal or vertical location of proposed items to avoid conflict, relocating existing utilities horizontally or vertically, or noting

that the Level A test hole verified no potential conflict exists. We will hold two utility coordination meetings to facilitate utility owner participation and input. The first Utility Coordination Meeting will be held to review the SUE Level B, C, and D plans. The second and final Utility Coordination Meeting will be held onsite after the 60% design phase where the utility removal and relocation plans will be reviewed and finalized with input and confirmation from utility stakeholders. The 90% design phase will address any final comments to the SUE and project plans (i.e., relocation plans and proposed improvement plans).

Vertical Design and Grading Limits

A focus during the 60% design phase will be to refine the vertical design, project grading, and finalize the disturbance limits. Finalizing the disturbance limits will enable our design team to determine if any right-of-way (ROW) or easements are needed to complete the project. Should they be needed, Bookcliff Surveying will create legal descriptions and figures so the City can proceed with acquiring said ROW/easements.

90% Design

The 90% design phase will complete the design and incorporate input received on the 30 and 60% design submittals. Our team's focus during this phase will be on completion of the detailed design, providing all detail required for construction on our plans and in project special provisions, bid package deliverables, and quality assurance. Our team will utilize Bluebeam to track all comments and the status of each comment (accepted/rejected, addressed, and checked) to ensure comments have been addressed and all other outstanding issues have been resolved. Our quality assurance process will be documented in our final design quality assurance letter and electronic copies of the Bluebeam sessions (documents and comments) will be provided electronically for the City's project records.

Focus on Constructability

During the 90% design our team will focus on finalizing and providing all the detail necessary to construct all the proposed improvements. These include any special or non-standard waterline or roadway details, project special provisions, and non-standard.

Engineer's Opinion of Probable Construction Costs

We will update the engineer's estimate of probable construction costs and propose project phases based on the City's estimated yearly budget for this project. The construction market volatility has made it difficult to accurately predict project costs since COVID and 2020. To provide the most accurate estimate we will utilize pricing from recent construction bids, such as Penwell, the Gateway project, and previous phases of Railroad Avenue.

Design Phase Completion

Upon receipt of any final comments, we will finalize the design and bid package deliverables, conduct a final constructability review, perform final quality assurance reviews, and update the bid quantities and engineer's estimate of probable cost. A good bid package is essential to establish a clear scope of work for the Contractor. The clearer the scope of work, the less risk

for the Contractor, which will be reflected in their pricing and minimal changes during construction.

KEY PROJECT ISSUES

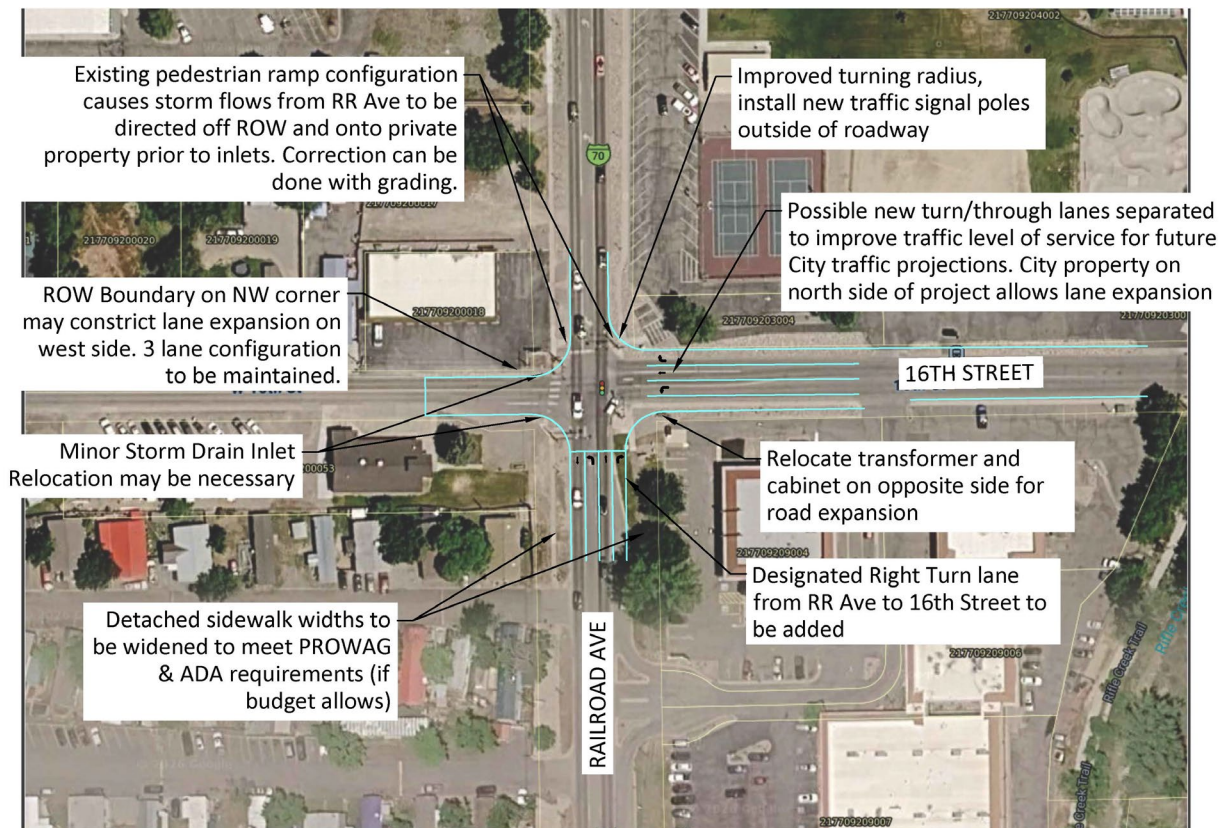


FIGURE 1: 16th Street & Railroad Avenue Intersection – Future Layout Schematic

16th Street & Railroad Avenue Intersection

The existing intersection was built with a very small turning radius which caused the traffic signal poles to be placed close to the roadways. Based on Kimley-Horn's Traffic Impact Study report which was performed by our client during "The Farm" Subdivision planning (400-unit subdivision which is yet to be built), 16th Street needs to include a designated right turn lane (northbound) onto 16th Street for traffic service projections from (traffic study attached in the Appendix B for reference). In order to fit this lane, along with a bigger turning radius, the signal poles, associated cabinets, and at least one light pole will need to be relocated out of the widened roadway corridor. We propose to design the flowline radius to meet 35-feet (or close to) in an effort to match design vehicle data used on previous Railroad Avenue projects. Our design vehicle is an average sized school bus which frequents this intersection, but cannot achieve clearance without overlapping onto other lanes. The traffic signal poles will be relocated and updated to 2-poles with double masts in replacement of the existing 4-pole style. This will help clean up the intersection. ADA and PROWAG rules for pedestrian accessibility will

be used to upgrade pedestrian pathways. These improvements will serve to improve the overall safety and functionality of this intersection which has been much needed for years especially during the morning and afternoon rush of school and work traffic. In addition to this, we will explore adding a designated left turn lane from westbound 16th Street onto Railroad Avenue. Traffic stacking in the mornings is being caused by an influx of cars on 16th Street. I have personally experienced this as I have 2 children attending school in Rifle. One is attending Graham Mesa Elementary and the other is attending Rifle Middle School. We avoid the 16th Street/Railroad Ave intersection in the mornings because of delays caused by service times on the left turn lane onto Railroad. We will work with KLJ to determine the best lane layout and level of service understanding that this is an important intersection for the North Rifle area, while also realizing that the City's budget may be limited. We will be performing a new traffic study analysis as a part of this project which will help with current traffic volumes and future projections to assist the City in making the best choice for intersection and signal improvements for traffic levels of service in this area.

Horizontal and Vertical Water Main Design

To minimize water shut down periods, the new pipeline route will be carefully chosen to allow the new water main to be installed, tested, and charged while the existing water mains remain active. In order to perform this, the corridor must be analyzed with a great level of scrutiny. Existing utility investigations will be critical for accuracy of horizontal and vertical locations. The geotechnical engineering soils analysis will include bearing pressures to assist in designing adequate concrete thrust block sizes for the elbows and fittings in the pipeline system. Based on the RFP, there are multiple corridors of the water main where limited information is available on the actual location and condition of the mains and where cross connections exist. The SUE survey will include potholing the connections and critical crossings for the proposed water main path to avoid costly conflicts during construction.

Sewer Main and Storm Drain Analysis and Rehabilitation

CRE will carefully analyze the pipe camera videos provided by the City to determine if CIPP pipe lining is needed or if a full replacement is warranted both for sewer mains and storm drain pipes in the corridor. The CIPP pipe lining industry has experienced great improvements recently and provides a viable rehab option. We will work with a CIPP material supplier to choose the correct product and material thickness to handle the live traffic loading and depth of bury depending upon the condition of the host pipe. CRE has performed recent projects utilizing cured in place pipe liners.

Pedestrian Accessibility and Safety

Some of the existing detached sidewalks may be able to save, but we expect much of the pedestrian paths to be replaced to bring them up to date to ADA and PROWAG compliance. We will work with the City to analyze the pedestrian corridor and save what we can to the best extent practical, considering cost and budget.

Signage & Striping, Existing Street Lighting

The existing signage & striping will be analyzed for compliance with MUTCD standards. Improvements will be made to update the areas needing it. The existing signage will be salvaged where possible. The striping plan be re-done after reviewing travel lane widths and turning lane widths. Any recommended changes from the existing layout will be reviewed with the City prior to proceeding. The existing street lighting appears to be adequate through the corridor. We feel that a lighting analysis is not needed. New overhead lights will be installed at the 16th Street intersection as a part of the traffic signal upgrade and any light pole conflicts will be relocated as necessary (there is one for the right lane turn expansion at 16th & RR Ave).

SCHEDULE

We plan to meet the minimum deadlines called out in the RFP schedule. We will work quickly to engage our sub-consultants to ensure there are no delays in deliverables. Below is an anticipated schedule:

RAILROAD AVENUE - 9th to HWY 13																			
PROJECT SCHEDULE																			
Task	Sub-Task	2026										2027							
		Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept
Existing Conditions Surveying, Subsurface Utility Engineering, & Geotechnical Investigation	SUE Quality Level B, C, D Field Work																		
	Surveying																		
	SUE Survey (QL-B, C, D)																		
	Geotechnical Investigation																		
	Prepare existing conditions/Base Map																		
Civil Design	SUE Quality Level B, C, D Plans																		
	30% Design, Cost Est, Report -JULY 1st																		
	City Review Period/Alternatives																		
	60% Design & SUE Potholing (QL-A)																		
	City Review Period																		
	90% Design with Draft Specs - NOV 1st																		
	City Review Period																		
	Bid Docs/Construction Documents -JAN 28th																		
Construction	Bid Process																		
	Construction Begins - Schedule TBD																		

Errors and Omissions

We take pride in producing high level construction documents, and we take care to quality check our design work prior to finalizing the documents to avoid potential problems during construction. Our company holds professional liability insurance to cover errors and omissions. We understand that during construction, there are times when contractors interpret the construction documents in a way that was not intended. We feel it is important to discuss construction processes and answer questions/RFI's up front to make sure all parties are properly informed. We are in favor of taking a significant role during construction to make sure the project gets built in accordance with the design. CRE believes a proactive role of involvement during construction improves project performance.

CONSTRUCTION SUPPORT

List of Construction Support Services:

1. Verify that the project is built in strict compliance with the approved construction plans and specifications. The Project Manager/Field Engineer will be in direct communication with the City Engineering Department.
2. Review and approve materials specifications submittals for compliance with the design.
3. Perform periodic field inspections & coordinate with the City inspector.
4. Review the geotechnical materials testing results, quantity of tests, and compliance.
5. Attend & help organize project meetings. Assist with any field changes required.
6. Provide utility asbuilts in GIS shapefile on Rifle control coordinate system from the contractor's surveyed asbuilts.
7. Final walkthrough and punch list preparation/implementation with City Staff.

TOTAL PROJECT COST- ENGINEERING DESIGN & CONSTRUCTION SUPPORT

The fee proposal **Table 1** is attached showing a total cost of **\$231,500** for the Design Phase. This is a NOT TO EXCEED cost for the design portion scope of services. This is larger than the City's budget provided in the RFP. We have reduced our typical costs in an effort to get closer to the anticipated budget, but we feel that this number is a more accurate representation of what the budget will actually take to correctly perform this work to current ASCE 38 standards along with MUTCD and proper civil engineering practices. We also included construction service cost of **\$67,500** with an estimated construction schedule. The construction service budget is expected to change based on the actual construction schedule. We can work with the City to tailor our construction services budget after the bidding process is complete. In the event that the project scope or schedule changes significantly, we propose to bill based on our current rate sheet attached. The following are a list of Figures and Tables attached:

Table 1: Estimated Tasks and Fees. (Total Project)

Table 2: KLJ's Detailed Breakdown of Costs & Personnel (their sub-consultant fees)

Appendix A: Current Rate Sheet, Representative Projects, & Company and Sub-Consultant Info and Resumes

Project References (See Resume for list of projects and descriptions in Appendix A including several similar City of Rifle projects):

John W. Savage: PO Box 1926/201 Railroad Ave, Rifle, CO 81650, 970-379-6745

Dave Renninger, Garfield County Facilities Director, Office: 970.945.1377x4128

Dan Schiesser: Romero Group, LLC, Senior Project Manager, cell: 602-5732

TABLE 1 - TASKS & ESTIMATED FEES
CITY OF RIFLE - RAILROAD AVENUE 9TH STREET to HWY 13 PROJECT

Item	Description of Tasks	Cost	Hrs	Rate	Notes	Hrs	Rate	Notes	Hrs	Rate	Notes	Hrs	Rate	Notes	CONSULTANT
DESIGN PHASE															
1	Surveying														BOOKCLIFF SURVEYING
	a) Existing Conditions Surveying: Set control points, ROW property determination, Full ROW topography and surface improvements, expanded at intersections, Sewer and Storm Inverts & inlets, Provide 3D digital terrain model for roadway and utility design and Drone Aerial Photo	\$ 25,000													
	Sub-Total	\$ 25,000													
2	Subsurface Utility Engineering														KLJ ENGINEERING
	a) SUE Project Management & Coordination	\$ 2,825													
	b) SUE Field Investigation, Utility Mapping & Research (QL-D)	\$ 2,884													
	c) SUE Survey QL-C	\$ 5,764													
	d) Utility Designating/Surface Geophysics (QL-B)	\$ 9,360													
	e) SUE Deliverables: Utility File, QAQC	\$ 5,387													
	f) SUE A (assumes 25 test holes @ \$1000 each)	\$ 25,000													
	g) Traffic Control for Level A (assume 4 days)	\$ 9,350													
	h) Update SUE Deliverables	\$ 3,348													
	Sub-Total	\$ 63,918													
3	Geotechnical Investigation & Design: 9-Bore Holes														HUDDLESTON-BERRY
	a) Field Engineer - Geotech Drilling	\$ 1,850													
	b) Drilling Contractor	\$ 3,000													
	c) Laboratory Testing	\$ 1,850													
	d) Traffic Control	\$ 3,500													
	e) Geotechnical Report	\$ 1,000													
	Sub-Total	\$ 11,200													
4	Civil Design, Project Management, & Bid Assistance														COLORADO RIVER ENGINEERING
	a) Base Mapping Setup with Existing Conditions Survey, Aerial photos	\$ 6,175	20	\$ 180	Project Manager	5	\$ 195	Principal	10	\$ 160	Staff Engineer				
	b) 30% Design with Preliminary Design Phase Report & Construction Cost Estimate	\$ 11,375	40	\$ 180	Project Manager	5	\$ 195	Principal	20	\$ 160	Staff Engineer				
	c) 60% Design Submittal and Construction Cost Estimate	\$ 16,575	60	\$ 180	Project Manager	5	\$ 195	Principal	30	\$ 160	Staff Engineer				
	d) 90% Design with Draft documents & Updated Construction Cost Estimate	\$ 20,180	90	\$ 180	Project Manager	4	\$ 195	Principal	20	\$ 160	Staff Engineer				
	e) CD Package: Construction Drawings, Bid Documents, & Quantities for Bidding	\$ 9,975	50	\$ 180	Project Manager	5	\$ 195	Principal							
	f) Project management, Sub-consultant meetings with City Staff, monthly engineering progress reports	\$ 16,500	70	\$ 180	Project Manager	20	\$ 195	Principal							
	g) Pre-bid meeting, addendums, responses to questions, bid review	\$ 3,990	20	\$ 180	Project Manager	2	\$ 195	Principal							
	Sub-Total	\$ 84,770													
5	Traffic Study														KLJ ENGINEERING
	a) Data Collection & Review	\$ 4,313	3	\$ 283	Senior Proj Mgr				10	\$ 116	EIT I	18	\$ 128	EIT II	
	b) Existing & Future Conditions Analysis	\$ 1,211	1	\$ 283	Senior Proj Mgr				8	\$ 116	EIT I		\$ 128	EIT II	
	c) Operation Analysis	\$ 3,593	3	\$ 283	Senior Proj Mgr				6	\$ 116	EIT I	16	\$ 128	EIT II	
	d) Recommendations & Coordination	\$ 4,405	3	\$ 283	Senior Proj Mgr				13	\$ 116	EIT I	16	\$ 128	EIT II	
	Sub-Total	\$ 13,522													
6	Traffic Signal Design, Signage & Striping														
	a) Existing Signal Evaluation	\$ 6,786		\$ 283	Senior Proj Mgr	18	\$ 185	Eng				27	\$ 128	EIT II	
	b) Signal Design Development	\$ 6,364	6	\$ 283	Senior Proj Mgr	10	\$ 185	Eng				22	\$ 128	EIT II	
	c) Plan Preparation	\$ 11,513	6	\$ 283	Senior Proj Mgr	15	\$ 185	Eng				55	\$ 128	EIT II	
	d) Design Review and Finalization	\$ 8,427	6	\$ 283	Senior Proj Mgr	17	\$ 185	Eng				28	\$ 128	EIT II	
	Sub-Total	\$ 33,090													
DESIGN COST		\$ 231,500													

CONSTRUCTION PHASE															
1	Civil Construction Inspection														COLORADO RIVER ENGINEERING
	a) Field engineer/Engineer of Record will perform periodic inspections during construction to verify compliance with the design, relying upon the City Inspector to perform daily inspections. Materials submittals will be reviewed. Project meetings will be attended, and field changes coordinated with the City of Rifle. (25 week schedule assumed @ 15 hrs per week: 2 inspections or meetings/week + reviewing City inspector's reports)	\$ 67,500	375	\$ 180	Project Engineer										

TOTAL CONSTRUCTION SUPPORT COST \$ 67,500

DESIGN & CONSTRUCTION SUPPORT TOTAL \$ 299,000 (NOT TO EXCEED)

Fee = \$110,502.00

3.68% of CV

KLJ Project Name:	Railroad Ave. 9th St - Hwy 13
KLJ Project Number:	2604-1097

Project Budget

Job Classification:		Senior Project Manager	Engineer in Training II	Engineer in Training I	Engineer	Engineer in Training II	Senior Designer	Engineering Technician IV	2-Person Survey Crew	Professional Land Surveyor											
Task Code	Description	Labor Multiplier or Select a Rate Sheet	Devore, Joe Reimer, Jason	Ribbens, Kerry	O'Connor, Garrett	Wotruba, Caitlin	Huene, Jacob	Lane, Tayler	Tovar, Ulises	TBD	Lee, Jason	DIRECT LABOR Subtotal	Expenses (person x days)	Reimbursable Rate	REIMBURSABLE EXPENSE ¹ Total	Subconsultant Bill	KLJ's % Markup Subconsultant's Name	Subconsultant Fee	DIRECT EXPENSE ²	Bal to: Lump Sum or Agreed Fee	TASK TOTAL
1	Traffic Study	3447 - 2026 CO PWT No Equip	\$ 283.00	\$ 128.00	\$ 116.00	\$ 185.00	\$ 128.00	\$ 198.00	\$ 158.00	\$ 254.00	\$ 178.00	\$ -		\$ 200.00	\$ -		10.0%	\$ -		\$ -	
1.1	Data Collection and Review											\$ -			\$ -			\$ -		\$ -	
1.1.1	Compile available traffic data from the City and prior studies			2								\$ 256.00			\$ -			\$ -		\$ 256.00	
1.1.2	Collect turning movement counts at key intersections (16th Street)			2	12							\$ 1,648.00			\$ -			\$ -		\$ 1,648.00	
1.1.3	Collect corridor traffic counts as required			2								\$ 256.00			\$ -			\$ -		\$ 256.00	
1.1.4	Review crash history and roadway characteristics			2								\$ 256.00			\$ -			\$ -		\$ 256.00	
1.1.5	Conduct field reconnaissance of existing conditions			2	6							\$ 952.00			\$ -			\$ -		\$ 952.00	
1.1.6	QC/QA		3									\$ 849.00			\$ -			\$ -		\$ 849.00	
1.2	Existing & Future Conditions Analysis											\$ -			\$ -			\$ -		\$ -	
1.2.1	Evaluate intersection operations (delay, queues, lane utilization)			4								\$ 512.00			\$ -			\$ -		\$ 512.00	
1.2.2	Identify operational deficiencies at 16th Street			2								\$ 256.00			\$ -			\$ -		\$ 256.00	
1.2.3	Review existing traffic control devices and striping			1								\$ 128.00			\$ -			\$ -		\$ 128.00	
1.2.4	Evaluate pedestrian crossings and ADA considerations			1								\$ 128.00			\$ -			\$ -		\$ 128.00	
1.2.5	QC/QA		1									\$ 283.00			\$ -			\$ -		\$ 283.00	
1.3	Operation Analysis											\$ -			\$ -			\$ -		\$ -	
1.3.1	Perform capacity and LOS analysis			2	6							\$ 952.00			\$ -			\$ -		\$ 952.00	
1.3.2	Evaluate turn lane needs and lane configurations			2	6							\$ 952.00			\$ -			\$ -		\$ 952.00	
1.3.3	Assess queue lengths and storage requirements			1	2							\$ 360.00			\$ -			\$ -		\$ 360.00	
1.3.4	Evaluate operational impacts of proposed improvements			1	2							\$ 360.00			\$ -			\$ -		\$ 360.00	
1.3.5	QC/QA		3									\$ 849.00			\$ -			\$ -		\$ 849.00	
1.4	Recommendations and Coordination											\$ -			\$ -			\$ -		\$ -	
1.4.1	Develop recommended intersection improvements			2								\$ 256.00			\$ -			\$ -		\$ 256.00	
1.4.2	Coordinate with roadway design and drainage constraints											\$ 128.00			\$ -			\$ -		\$ 128.00	
1.4.3	Support development of geometric layouts			1								\$ 128.00			\$ -			\$ -		\$ 128.00	
1.4.4	Document findings for design integration			2								\$ 256.00			\$ -			\$ -		\$ 256.00	
1.4.5	Report			8	16							\$ 2,880.00			\$ -			\$ -		\$ 2,880.00	
1.4.6	QC/QA		3									\$ 849.00			\$ -			\$ -		\$ 849.00	
	Subtotal of Task 1		10	38	50							\$ 13,494.00			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 13,494.00
2	Subsurface Utility Engineering	3447 - 2026 CO PWT No Equip	\$ 283.00	\$ 128.00	\$ 116.00	\$ 185.00	\$ 128.00	\$ 198.00	\$ 158.00	\$ 254.00	\$ 178.00	\$ -		\$ 200.00	\$ -		10.0%	\$ -		\$ -	
2.1	SUE Project Management											\$ -			\$ -			\$ -		\$ -	
2.1.1	Coordination		2				4	4	2		2	\$ 2,542.00			\$ -			\$ -		\$ 2,542.00	
2.1.2	Inventory		1									\$ 283.00			\$ -			\$ -		\$ 283.00	
2.2	Initial SUE Field Investigation											\$ -			\$ -			\$ -		\$ -	
2.2.1	Utility Mapping and Research (OL-D)					4		4	10			\$ 2,884.00			\$ -			\$ -		\$ 2,884.00	
2.2.2	SUE Survey (OL-C)								4	16	6	\$ 5,764.00			\$ -			\$ -		\$ 5,764.00	
2.2.3	Utility Designating/Surface Geophysics (OL-B)								8	24		\$ 7,360.00	10		\$ 2,000.00			\$ -		\$ 9,360.00	
2.3	SUE Deliverables											\$ -			\$ -			\$ -		\$ -	
2.3.1	Existing Utility File					4		16	2			\$ 3,996.00			\$ -			\$ -		\$ 3,996.00	
2.3.2	QA/QC		1					4	2			\$ 1,391.00			\$ -			\$ -		\$ 1,391.00	
2.4	Test Hole Investigation (OL-A)											\$ -			\$ -			\$ -		\$ -	
2.4.1	Test Holes (25 x \$1000 EA)											\$ -	4		\$ 800.00			\$ -	\$ 25,000.00	\$ 25,800.00	
2.4.2	Traffic Control (4 days)										2	\$ 2,580.00			\$ -	\$ 8,500.00	Traffic Control	\$ 9,350.00		\$ 9,350.00	
2.4.3	Update SUE Deliverables					6	4	4	4			\$ 2,580.00			\$ -			\$ -		\$ 2,580.00	
	Subtotal of Task 2		4				18	32	32	40	10	\$ 26,768.00	14		\$ 2,800.00	\$ 8,500.00		\$ 9,350.00	\$ 25,000.00	\$ -	\$ 63,918.00
3	Traffic Signal	3447 - 2026 CO PWT No Equip	\$ 283.00	\$ 128.00	\$ 116.00	\$ 185.00	\$ 128.00	\$ 198.00	\$ 158.00	\$ 254.00	\$ 178.00	\$ -		\$ 200.00	\$ -		10.0%	\$ -		\$ -	
3.1	Existing Signal Evaluation											\$ -			\$ -			\$ -		\$ -	
3.1.1	Inventory existing signal equipment at 16th Street					1	8					\$ 1,209.00			\$ -			\$ -		\$ 1,209.00	
3.1.2	Evaluate pole locations, mast arms, and controllers					1						\$ 185.00			\$ -			\$ -		\$ 185.00	
3.1.3	Review detection systems and conduit routing					1						\$ 185.00			\$ -			\$ -		\$ 185.00	
3.1.4	Assess operational condition of signal equipment					2						\$ 370.00			\$ -			\$ -		\$ 370.00	
3.1.5	Establish design criteria per MUTCD and City standards					1						\$ 185.00			\$ -			\$ -		\$ 185.00	
3.1.6	Coordinate with roadway geometry and ADA improvements					2						\$ 370.00			\$ -			\$ -		\$ 370.00	
3.1.7	Coordinate with utility conflicts and relocations					4						\$ 740.00			\$ -			\$ -		\$ 740.00	
3.2	Signal Design Development											\$ -			\$ -			\$ -		\$ -	
3.2.1	Develop signal layout based on intersection improvements					2	4					\$ 882.00			\$ -			\$ -		\$ 882.00	
3.2.2	Design pole relocations and mast arm adjustments					2	4					\$ 882.00			\$ -			\$ -		\$ 882.00	
3.2.3	Update detection zones and signal phasing					2	4					\$ 882.00			\$ -			\$ -		\$ 882.00	
3.2.4	Design conduit routing and service connections					2	4					\$ 882.00			\$ -			\$ -		\$ 882.00	
3.2.5	QC/QA		3									\$ 849.00			\$ -			\$ -		\$ 849.00	
3.3	Plan Preparation											\$ -			\$ -			\$ -		\$ -	
3.3.1	Prepare traffic signal plan sheets					2	6					\$ 1,138.00			\$ -			\$ -		\$ 1,138.00	
3.3.2	Develop wiring diagrams and details					2	6					\$ 1,138.00			\$ -			\$ -		\$ 1,138.00	
3.3.3	Coordinate with signing/striping and roadway plans					2	6					\$ 626.00			\$ -			\$ -		\$ 626.00	
3.3.4	QC/QA		2									\$ 566.00			\$ -			\$ -		\$ 566.00	
3.4	Design Review and Finalization											\$ -			\$ -			\$ -		\$ -	
3.4.1	Submit 60% signal plans and address comments					3	12					\$ 2,374.00			\$ -			\$ -		\$ 2,374.00	
3.4.2	Submit 90% signal plans and address comments					2	10					\$ 1,933.00			\$ -			\$ -		\$ 1,933.00	
3.4.3	Finalize signal design for construction					2	8					\$ 1,960.00			\$ -			\$ -		\$ 1,960.00	
	Subtotal of Task 3		9			33	68					\$ 17,356.00			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 17,356.00
4	Signing and Striping	3447 - 2026 CO PWT No Equip	\$ 283.00																		



APPENDIX A

**Current Rate Sheet
Representative Projects
Company Info & Subconsultant Resumes
Typical Agreement & Proof of Insurance**

2026 RATE SCHEDULE

<u>PERSONNEL / SERVICE</u>	<u>RATE</u>
Principal Engineer I	\$215.00/Hour
Principal Engineer II	\$195.00/Hour
Project Manager I	\$180.00/Hour
Project Manager II	\$160.00/Hour
Staff Engineer I	\$175.00/Hour
Staff Engineer II	\$160.00/Hour
Staff Engineer III	\$150.00/Hour
Staff Engineer IV	\$130.00/Hour
Hydrologist	\$150.00/Hour
Engineering Technician	\$120.00/Hour
GIS Technician or Draftsman	\$90.00/Hour
Secretarial & Administrative Services	\$80.00/Hour
Vehicle Mileage	Standard IRS Rate/Mile

Travel, lodging, meals, equipment rental, copying/blueprints, and other miscellaneous expenses will be billed directly to the client at cost including subcontractors. Interest surcharge 1.5% per month for invoices past due.

Representative Projects

A list of detailed projects and clients highlighting our experience the last 10-years of successfully completed projects can be provided that demonstrate Colorado River Engineering's ability to Plan, Design, Manage, and coordinate through construction. Most Recent projects completed by CRE personnel or consultants of similar relevance include;

City of Rifle

- **Railroad Avenue 5th to 9th Street:** New water main and road improvements, traffic signal design, signage & striping, lighting and electrical.
- **Penwell Project:** City of Rifle Transmission Water Main and road improvements on 16th Street, Birch Ave, Graham Mesa Avenue
- **2nd Street Improvements:** Updated original road and utility design performed by CRE to provide more parking and less project cost. Project currently under construction.
- **Rifle Downtown Improvements: Railroad Avenue & 3rd Street:** Design team project leader, performed Civil Design, and managed sub-consultants. Quality Control oversight and inspection throughout construction. Worked closely with City staff to manage geotechnical testing, materials compliance, and business owner coordination.
- **CDOT Park & Ride Planning/Larner Land Swap:** Performed street and parking layouts, utility planning, land use planning and schematics, attended landowner meetings with City Attorney, Planning, & Engineering.
- **Wendy's & Centennial Parkway Improvements.** Performed civil design and managed design team including streetscaping, bus stop, lighting, electrical, irrigation, landscaping, and surveying.
- **Journey Home Animal Care Facility:** Garfield County Animal Welfare Foundation. Performed Civil Design for new building site, parking area, access road.
- **Art Dague Pool Renovation:** Performed civil design as a member of the design team. Coordinated with aquatic design consultants, architectural, mechanical, electrical, and project management team.
- **I-70/HWY 13 North Roundabout:** Performed civil design and prepared CDOT permitting package and bid package.

- **Downtown TOD Strategic Plan:** Worked on Charlier's team to analyze the downtown corridor for streetscaping, pedestrian accessibility, crosswalks, traffic patterns, and street layout.
- **2nd Street & West Ave Improvements:** Managed the design team and performed civil design for this project which included streetscaping, irrigation, landscaping, sidewalk, and lighting.
- **Rifle Regional Drainage Report:** Performed a drainage analysis for the downtown area south of 3rd street. Provided an investigation of existing infrastructure and design layout of new infrastructure including a future buildout for future planning and compliance.
- **I-70 & HWY 13 North Roundabout:** Provided design and specifications for the project to support grant funding operations and future construction.
- **Brenden Theater Site:** Performed civil design and coordinated with City staff for relocation of sewer main trunk line and water mains through the project. Coordinated with landscape architect to layout streetscaping, irrigation, parking, lighting, and traffic flow through site.
- **Highway 13/Fairway Avenue.** Consultant engineer who coordinated with multi-jurisdictional agencies including CDOT, City of Rifle, and Private Developer. CRE completed the Access Line relocation, Access Permit, Notice to proceed and construction management services. Construction documents included surface reconstruction of super elevation highway in a spiral curve, utility coordination and relocation, future master planning for signalization, highway expansion with accel, decel and travel lanes.
- **16th Street Improvements.** Work included municipal roadway design for 16th Street including extensive utility coordination and relocations, roadway reconstruction to accommodate multi-modal access, roadway base and asphalt construction, and construction management/administration.

Garfield County

- **County Road 137** – Canyon Creek road and bridge replacement project. Managed structural, geotechnical, ROW acquisition, scour, hydraulic design, quality control team, and compliance through construction.
- **County Road 311** – Currently working on QA/QC services for the 2.5-mile road improvement project on Divide Creek. This project includes two bridges, irrigation, retaining walls, storm drain, and landowner coordination.

- **Garfield County Fairgrounds** – Completed design and QA/QC services for improvements including parking lot, lighting, drainage, fencing, irrigation, landscaping, fire suppression, and access.
- **County Road 115 (Red Canyon Road)** – Performed QA/QC services for road and drainage system construction.
- **Battlement Trail Phase 3 Trail Crossing CR 300** – Completed design of trail crossing and associated roadway and drainage improvements for a new pedestrian Trail crossing of Battlement Parkway at the Golf course.
- **FEMA Floodplain Review** – Consultant engineer reviewing the proposed FEMA Floodplain studies for impacts to Garfield County. Duties include review and analysis of existing floodplain mapping to proposed, summary presentation to Garfield County and coordination with FEMA consultant representatives.
- **US6 & CR 300 Traffic & Safety Study** – Selected consultant to review County Road 300 for increase in traffic and safety factors, including traffic analysis, and summary of findings report.

Eagle County

- **I70 Frontage Road Realignment** – Consultant for the widening of the I70 Frontage Road near the Dotsero interchange. Coordinated survey, design and permitting with private Client and Colorado Dept. of Transportation.

US Forest Service

- **Lava Boulder, E. Divide Creek, 5 Miles of Roadway Reconstruction** – Consultant engineer in charge of project coordination with Federal agencies, roadway design, drainage design and analysis, and providing interim review and construction level documents.

SUMMARY OF PROFESSIONAL SERVICES

LAND USE DEVELOPMENT

- Residential and Municipal land development planning
- Land use design and permitting
- Water system, sewer, road, and storm water runoff infrastructure design
- Contract and Bid document preparation, construction observations and management

WATER RIGHTS

- Development of water supplies, water rights planning and portfolio development
- Historic use studies, change of use and water right transfer cases
- Augmentation plans, water use accounting programs
- Water rights yield analysis, and river system modeling
- Water rights review real estate transactions

MUNICIPAL & DISTRICT SERVICES

- Master planning and project development, service plans and rate schedules
- Staff engineering review, design, and construction management

STORM WATER DRAINAGE & FLOOD HYDROLOGY

- Floodplain delineation, 100 year rainfall events and Probable Maximum Precipitation
- Drainage plans and site grading
- Reservoir and watershed yield studies and modeling
- Sedimentation and water quality runoff protection and best management practices

GROUNDWATER

- Alluvial and bedrock groundwater exploration and geologic investigations
- Well permitting and water rights development
- Groundwater quality testing and system treatment/delivery design
- Groundwater monitoring programs

HYDRAULIC DESIGN

- Water demand estimates municipal, irrigation, and industrial water systems
- Water diversion structures and transmission pipelines and canals design
- Water treatment facilities, potable water system design and review
- Hydroelectric feasibility, design, and permitting
- Water storage facility design and inspection

DAMS AND RESERVOIRS

- Design of small dams and permitting, feasibility investigations, rehabilitation design
- Dam inspection and evaluation
- Hydrology studies and dam hazard analysis
- Spillway and outlet works design

Resume
ERIC BRYNILDSON, P. E.

EDUCATION

Bachelor of Science in Mechanical Engineering
Colorado School of Mines, 2004

AREAS OF EXPERTISE

Reservoir Design, Dam rehabilitation, and seepage mitigation. Irrigation pipeline, diversion and measurement structure design. Road and bridge project design and management. Commercial site design, grading, drainage, and land use planning. Construction quality control and consultant management.

PROFESSIONAL REGISTRATION

Professional Engineer in Colorado - Number 45306

EMPLOYMENT HISTORY

December, 2004 to present	Project Engineer, Colorado River Engineering, Inc. Rifle, Colorado
May, 2002 to September, 2002	Engineer Intern, Eagle River Water & San. Dist. Vail, Colorado
August, 1994 to June 2003	Plumber/Equip. Operator, B&B Plumbing & Heating, Inc. Rifle, Colorado

EXPERIENCE SUMMARY

Mr. Brynildson has been a vital component of Colorado River Engineering for the last 18 years. He has been involved as a project manager, design engineer, or staff engineer on every major project in the company since he has been here. He is employed as an engineer in the general field of civil engineering, specializing in dams, water resources, land development, and road and bridge design. He has specialized in managing the design, construction, and quality control of County road and bridge projects, commercial site plans, and pipeline projects. Mr. Brynildson has extensive experience in land development, subdivision design, hydrology, and water and sewer utility infrastructure design and construction. He has been involved with the construction and installation of utility mains, service lines, general underground utilities, and road construction as an operator prior to entering the engineering profession which gives him vital experience from the construction field.



Maggie Guinta, P.E.

(719) 338-6253 • maggie@coloradorivereng.com • Steamboat Springs, Colorado

EDUCATION

Colorado School of Mines

May 2019

B.S. Environmental Engineering

Cumulative/Major GPA: 3.81/3.89

- Degree focus: Water resources and hydrology

WORK EXPERIENCE

Colorado River Engineering, Inc.

September 2024 – Present

Water Resources Engineer

Rifle, CO (Remote)

- Prepare and submit water-year accounting for augmentation plans per Division of Water Resources requirements
- Assemble water rights inventories and provide diligence recommendations for clients throughout the Western Slope
- Design irrigation pipelines, headgates, ponds, and pump facilities using AutoCAD Civil 3D and hydraulic models
- Assist senior engineers to prepare a wide variety of expert testimony for water court cases. Experience includes studies on aquifer yields, FEMA floodplain boundaries, watershed studies, and existing pipe capacity.

JVA, Inc.

September 2021 – November 2023

Design Engineer II

Glenwood Springs, CO

- Designed grading, utility, and site plans in AutoCAD Civil 3D for commercial and residential developments
- Communicated with internal and external project teams to coordinate plan sets and project progress
- Provided construction management services to ensure compliance with construction details and specifications

Natural Resources Conservation Service (NRCS-USDA)

June 2020 – August 2021

Civil Engineering Technician / Manual Snow Surveyor

Glenwood Springs, CO

- Identified scope of field investigations with landowners and collected, processed, and quality checked survey data
- Designed irrigation systems, including ponds, pumps, concrete structures, and pipelines to address resource concerns
- Created final plan sets in AutoCAD Civil 3D with supporting hydraulic models and quantity estimates

Plummer, Inc.

August 2019 – June 2020

Engineer in Training I, Central Texas Water Design Team

Austin, TX

- Produced plans and profiles for lift stations, elevated storage tanks, and water pipelines in AutoCAD Civil 3D
- Provided construction management by responding to contractor submittals and requests for information (RFIs)
- Managed draft chapters and contract documents for the East Texas Regional Water Planning Group annual report

SKILLS & Qualifications

Certification: CO Professional Engineering License (PE 0063544)

Design and Hydraulic Modeling Software:

- Advanced level: AutoCAD Civil 3D, GIS Mapping (ArcMap, ArcGIS), Microsoft Excel, AutoCAD Hydraflow
- Intermediate level: Bentley programs including WaterCAD, and Flowmaster; HEC-HMS; and HY8 Culvert Analysis

Communication: Technical writing; excellent verbal and written communication with clients and large project groups

Resume

CHRISTOPHER MANERA, P. E.

EDUCATION

Bachelor of Science in Civil Engineering
Colorado State University - 1989

AREAS OF EXPERTISE

Surface and ground water resources. Analysis of water rights, hydrology and water quality. Development of water supplies for municipal, domestic, industrial and irrigation water users. Hydraulic design of water treatment, transmission and storage facilities. Monitoring and supervision of potable water systems. Design of residential and commercial developments.

PROFESSIONAL REGISTRATION

Professional Engineer in Colorado - Number 30579
Member of American Society of Civil Engineers, American Water Works Association, United States Society on Dams

AWARDS

1999 Professional of the Year – Colorado Division of Water Resources, Division 5

EMPLOYMENT HISTORY

October, 1998 to present	Principal Engineer, Colorado River Engineering, Inc. Rifle, Colorado
April, 1996 to October, 1998	Staff Engineer, Zancanella and Associates, Inc. Glenwood Springs, Colorado
September, 1990 to April, 1996	Staff Engineer, W. W. Wheeler and Associates, Inc. Englewood, Colorado

EXPERIENCE SUMMARY

Mr. Manera has been employed as an engineer in the general field of water resources and land development civil engineering. He has specialized in the analysis of water rights, surface hydrology and watershed modeling, reservoir operation studies, and flood plain evaluation. Mr. Manera is also experienced in the design of hydraulic structures including diversion structures, treatment facilities, pipelines, ditches and canals, and storage vessels including reservoirs and storage tanks. He has participated in the monitoring and regulation of small water delivery systems. Mr. Manera also has experience in groundwater investigations including groundwater modeling, groundwater exploration, non-tributary groundwater quantification, and groundwater hydrology. He has extensive experience in computer modeling of water rights, hydrology studies, and development of water accounting programs.

Mr. Manera also has experience in land use planning, subdivision design, and water and sewer utility infrastructure development.

EXPERT TESTIMONY & DEPOSITIONS - Last 4 years

District Court, Case No. 06CW121, Water Division 5, Colorado; Gypsum Ranch Co. LLC, and Silt Sand and Gravel LLC, Change of Water Right and Plan For Augmentation-Testimony at trial 5/3/2007

District Court, Preliminary Zoning Injunction Hearing Case 08CV324, Garfield County, Colorado; Board of County Commissioners of Garfield County, State of Colorado vs. Elk Creek RV, LLC- Testimony at hearing 1/7/2009

District Court, Case No. 06CW121, Water Division 5, Colorado; Gypsum Ranch Co. LLC, and Silt Sand and Gravel LLC, Change of Water Right and Plan for Augmentation – Testimony at trial 5/3/2007.

District Court, Preliminary Zoning Injunction Hearing Case 08CV324, Garfield County, Colorado; Board of County Commissioners of Garfield County, State of Colorado vs. Elk Creek RV, LLC – Testimony at hearing 1/7/2009, Testimony at deposition.

District Court, Preliminary Injunction Hearing Case 11CV130, Garfield County, Colorado; Regulski vs. Antero Resources, et.al.-Testimony at hearing 5/25/2011.

District Court, Case No. 10CV89, Garfield County, Schubert v. Platzer, Testimony at Trial 3/21/2012.

District Court, Case No. 10CV217, County of Delta, State of Colorado; Jensen v. Crawford Clipper Ditch Company; - Testimony at Trial – 5/9/2012.

Representative Work Experience History

The following is a brief description of some of the projects Mr. Manera has been involved in while working within the field of water resources and land use development:

HISTORIC USE STUDIES - WATER RIGHT ANALYSES AND DEVELOPMENT

Town of LaVeta – Assisted with the development of storage water rights. Completed historic use analysis for the Mexican Ditch irrigation use water right located near Walsenburg, Colorado. The analysis was completed in support of a change of water rights and exchange to move water upstream to the Town's intake on the Cucharas River. Engineering support for obtaining decree in Case No. 00CW130.

Silt Sand and Gravel - Completed a historic use analysis for the Rising Sun Ditch irrigation use water right located near Silt, Colorado. The analysis was completed in support of a change of water rights, junior water rights filing, and the development of an augmentation plan to replace out-of-priority depletions associated with the proposed development of a gravel pit and mining facility. Engineering support for obtaining decree in Case No. 06CW121.

Walthen Ditch Users Association - Completed a historic use analysis for the Walthen Ditch irrigation use water right located near Aspen. The analysis was completed in support of junior water rights filing and the change of use to replace out-of-priority depletions associated with the proposed development of ponds. Engineering support for obtaining decree in Case No. 05CW143.

Colorado Nature Ranch - Completed a historic use analysis for the Cannon Ditch irrigation use water right located near Debeque, Colorado. The analysis was completed in support of a change of water rights, junior water rights filing, and the development of an augmentation plan to replace out-of-priority depletions associated with the proposed development of potable supplies and ponds. Engineering support for obtaining decree in Case No. 01CW373.

Lakota Canyon Ranch PUD - Completed a historic use analysis for the Spion Kop Ditch irrigation use water right located near New Castle, Colorado. The analysis was completed in support of a change of water rights, junior water rights filing, and the development of an augmentation plan to replace out-of-priority depletions associated with the uses at a Golf Course development project. Engineering support for obtaining decree in Case No. 02CW401.

POTABLE WATER DISTRIBUTION SYSTEMS

Mineota Estates - Performed investigations of existing water distribution system at existing rural subdivision property. Analyzed and designed system upgrades for new pumping system and water treatment facilities to meet Public Water System regulations as administered by the Colorado Department of Public Health and Environment (CDPHE).

Elk Creek Campground - Performed investigations of existing water distribution system at existing campground located near New Castle, Colorado. Analyzed and designed system upgrades for new pumping system and water treatment facilities to meet Public Water System regulations as administered by the Colorado Department of Public Health and Environment (CDPHE).

Strong Subdivision - Performed water supply investigations, design, permitting and construction drawings for the development of a small Public Water System for a proposed industrial subdivision located near Parachute, Colorado. Duties included development of groundwater, water quality testing, disinfection treatment, delivery system and storage design.

FLOODPLAIN/DRAINAGE

Elk Creek Ranch PUD - Floodplain delineation along the White River for a residential development in Rio Blanco County, Colorado. Developed flood flow hydrology for the watershed. Routed flows through the subject property to determine the 100-year floodway area using HEC-RAS computer model. Submittal of LOMR application to FEMA for floodplain boundary revisions.

Elk Creek Campground - Floodplain delineation along Elk Creek for an existing campground development near New Castle, Colorado. Routed flows through the subject property to determine the 100-year floodway area using HEC-RAS computer model. Submittal of report and review with County Planning Department to regulate facilities.

Drainage and Grading Plans - Numerous drainage and grading plans have been completed for lot owners and land developers to meet regulatory requirements of local or county governing bodies. Work completed has included rainfall runoff analyses, flood flow hydrology, hydraulic structures design, retention and detention mitigation design, and implementation of best management practices.

SMALL DAMS & RESERVOIRS

North Fork Dam/Upper Arkansas Water Conservancy District - Completed hydrology and hydraulic studies required for upgrading a Class II earthen dam to the highest hazard rating of Class I. Prepared design modifications and oversaw permitting and construction monitoring for improvements to the spillway, outlet works, downstream face, toe drain installation and monitoring structures.

Sylvan Lake Dam - Performed design improvement studies for Colorado State Parks for the replacement of the outlet works at Sylvan Lake Dam located near Eagle, Colorado. Work included hydrology studies for stream inflows to the on-channel reservoir, hydraulic analyses for outlet improvement alternatives and preparation of design drawings and specifications for submittal to the State Engineer's Office.

Thomas Reservoir Dam - Completed hydrology and hydraulic studies required for upgrading a Class III earthen dam to the highest hazard rating of Class I. Prepared design modifications and oversaw permitting and construction monitoring for improvements to the spillway, outlet works, downstream face, toe drain installation and monitoring structures.

HYDRAULICS

Greenstreet Ditch – Analysis and design of piping the Green Street Ditch at the Elk Creek Ranch PUD in Rio Blanco County, Colorado.

Davidson Lateral - Designed the relocation of the Davidson Lateral converting flows from open channel to an inverted siphon. The lateral relocation was completed as part of a subdivision project in Rifle, Colorado and included the design of a flow divider box and turnout devices.

Public Service Company of Colorado - Water hammer analysis and inspection for the Ames Hydroelectric Power Generation facility penstock and surge tank located near Telluride, Colorado

GROUNDWATER

Well Yield Analysis - Groundwater exploration and well yield determinations from extended pump test investigations. Water quality sampling and review. Past projects have included Town of Gypsum, Rose Ranch PUD, Teller Springs Subdivision, Cedar Hills Subdivision, Fourmile Ranch PUD, Prehm Ranch, Big R Subdivision, and consulting services review for Garfield County.

Denver International Airport - Valuation and quantification of Non-Tributary bedrock groundwater resources of the Denver Basin aquifer as part of land condemnation proceedings.

City of Widefield - Development of finite difference “MODFLOW” groundwater computer model to examine pumping effects on groundwater flow patterns in the Widefield aquifer. The groundwater model identified pumping patterns which could minimize the negative water quality effects resulting from an existing contamination plume.

Delayed Groundwater Depletions - Numerous studies and analyses to determine the delayed depletions to surface water resources as the result of groundwater pumping from confined and unconfined aquifers for domestic, irrigation and industrial water users. The magnitude and timing of groundwater return flows from historic irrigation practices have been examined in numerous irrigation water right historic use analyses in support of water court change and transfer cases.

HYDROLOGY

Upper Arkansas Water Conservancy District - Streamflow correlation and modeling of Clear Creek records to predict historic runoff rates to District reservoir facilities

Snowmass Water & Sanitation District - Streamflow correlation and computer modeling of Snowmass Creek to determine water availability for the potential development of junior water rights.

Tri State Electric - Development of Yampa River computer model to examine water availability of conditional water rights and the yield effects due to minimum streamflow amounts for endangered species protection.

Town of Gypsum - Streamflow correlation and computer modeling of Gypsum Creek as part of a historic yield analysis of LEDE Reservoir to determine the availability of water for the development of junior water rights.

Public Service - Reservoir yield analysis and operations model for multiple reservoirs available to augment the water supply for the Fort St. Vrain power generation facility.

Town of Kremmling - Streamflow correlation and reservoir yield computer modeling of Sheep Creek to determine water availability for the potential development of junior water rights

LAND USE DEVELOPMENT

Arabian Heights North, Rifle, Colorado - Prepared the engineering design documents for a 100-unit subdivision for preliminary plan submittal to the City of Rifle. Design work included road and lot layout, water and sewer services, drainage improvements, and utility design details. Work also included review of utility service demands.

Homestead PUD, Rifle, Colorado - Prepared the engineering design documents for Final Plat submittal of Phase III and offsite street improvements to Birch Avenue. Design work included road and lot layout, water and sewer services, drainage improvements, irrigation ditch improvements, and utility design details. Work also included review of utility service demands.

North Pasture, Rifle, Colorado – Preliminary Plan design for 100-unit subdivision. Prepared the engineering construction design documents for Phase I, a 29-unit R-1 and R-2 subdivision. Design work included road and lot layout, water and sewer services, drainage improvements, and utility design details. CRE provided construction inspection services.

Brendan Theaters, Rifle Colorado – Completed Site Plan engineering for 7-plex movie theater building and three vacant commercial lots. Engineering involved design of sewer trunk line relocation, trail design, water and sewer services, relocation of dry utilities, drainage, parking and off site Street Improvements.

Homestead PUD, Rifle, Colorado – Prepared the engineering design documents for Final Plat submittal of Phase IV and A, and offsite street improvements to Birch Avenue. Design work included road and lot layout, water and sewer services, drainage improvements, irrigation ditch improvements, and utility design details. Work also included review of utility service demands.

Trailside West, Phase I and II, Rifle, Colorado – Completed Site Plan of 13-unit multifamily project on Park Avenue. Design work included lot layout, landscaping plan, drainage, utilities, grading and details.

Phase II, Shetland Acres, Rifle, Colorado – Prepared the engineering construction design documents for a 20-unit subdivision for the City of Rifle. Design work included road and lot layout, water and sewer services, drainage improvements, and utility design details.

Garfield County, Colorado – Provided consulting services for the review of land use applications and water supply plans submitted for application to the Board of County Commissioners.

Lakota Canyon, Filing Whitehorse Village, New Castle, Colorado – Prepared preliminary and final design for 14 pod (6 units per pod) subdivision. Design work included road and lot layout, water and sewer services, drainage improvements, and utility design details. CRE is currently providing construction inspection services. In addition, CRE has currently submitted preliminary and final plat for the next filing, Blackhawk II. This is a 20-unit single-family submittal.

Lakota Canyon, Clubhouse and the Maintenance building, New Castle – Prepared individual site plans for each location. Design work included access, lot layout, landscaping plan, drainage, utilities, and grading.

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of the XX day of XX month, in the year 2024, by and between the City of Rifle (hereinafter called OWNER) and COLORADO RIVER ENGINEERING, INC. (hereafter called ENGINEER).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

ENGINEER shall perform the engineering services as set forth in the attached letter dated XX, 2026 (hereinafter referred to as the PROJECT).

ENGINEER shall perform professional services in accordance with generally accepted engineering practices in this area for the use of OWNER.

OWNER shall pay ENGINEER for services rendered in accordance with the 2024 rate schedule, attached hereto. In the event the PROJECT extends beyond XX/XX/2026, a revised schedule with reasonable fee adjustments shall be submitted to the OWNER for approval, and OWNER agrees to pay for services rendered after that date in accordance with the revised schedule.

Daily time sheets will be kept in the office of the ENGINEER, showing the time each person engaged directly on the PROJECT devoted to the work. Records of reimbursable expenses will also be kept by the ENGINEER. These records of time and expenses will be available to audit by OWNER at any time during regular business hours.

ENGINEER shall prepare monthly statements of charges for services rendered and for reimbursable expenses incurred. Such statements shall be submitted to OWNER within fifteen (15) days of the end of each calendar month. Payments of amounts due shall be made by OWNER within (30) days after receipt of each invoice.

If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S bill therefore, the amounts due ENGINEER shall include a charge at a rate of 1 ½% per month from said sixtieth day plus attorney's fees for collection and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

The work of the ENGINEER may be terminated and this Agreement canceled by the OWNER at any time upon giving ENGINEER ten (10) days prior written notice, in which event OWNER will reimburse ENGINEER for costs incurred or paid and a reasonable fee based thereon up to the effective termination date.

OWNER and ENGINEER have discussed their risks, rewards, and benefits of the PROJECT and the ENGINEER's total fee for services. The risks have been allocated such that OWNER agrees to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the greater amount of the services billed or \$XXX,XXX. Such causes include but are not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. ENGINEER shall not be responsible for the acts or omissions of any other persons except his own employees and agents performing any of the work on the PROJECT.

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

OWNER
Company * _____

ENGINEER
Colorado River Engineering, Inc.

Signature _____

Name/Title _____

Christopher Manera, President

Date _____

Billing Address _____



DECLARATIONS
for
DESIGN PROFESSIONALS
LIABILITY INSURANCE POLICY

301 E. Fourth Street, Cincinnati, OH 45202

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. UNLESS THIS POLICY IS OTHERWISE ENDORSED CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE READ THIS POLICY CAREFULLY.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Insurance Company

Note: The Insurance Company selected above shall herein be referred to as the **Company**.

Policy Number: DPPE886822

Producer: MOUNTAIN WEST INSURANCE & FINANCIAL SERVICES LLC
201 CENTENNIAL STREET
GLENWOOD SPRINGS, CO 81601

Item 1. **Named Insured:** COLORADO RIVER ENGINEERING INC

Item 2. **Mailing Address:** PO BOX 1301

City, State, Zip Code: RIFLE, CO 81650

Item 3. **Policy Period:** From: 1/15/2025 To: 1/15/2027
(Month, Day, Year) (Month, Day, Year)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured** as stated in Item 1.)

Item 4. **Limit of Liability** (inclusive of **Claim Expenses**):

- A. \$2,000,000 Each **Claim**
- B. \$2,000,000 Policy Aggregate

Item 5. **Deductible** (inclusive of **Claim Expenses**):

- A. \$10,000 Each **Claim**
- B. \$30,000 Policy Aggregate

Item 6. **Premium:**

\$25,674

Item 7. **Retroactive Date** (if applicable): Full Prior Acts
(Month, Day, Year)

Item 8. **Forms, Notices and Endorsements attached at policy effective date:**

D45300CO D45311 D45428 IL7324

FIRM INFORMATION



KLJ Engineering LLC (KLJ) is a multi-discipline engineering consulting firm specializing in the transportation and municipal market. Since 1938, KLJ has served city, county, state, federal, Departments of Transportation (DOT), Tribal, and private clients, providing planning, design, and construction engineering services for infrastructure projects. Our disciplines include civil, structural, environmental, cultural resources, survey, right-of-way (ROW), Geographic Information System (GIS), electrical, water resources, Subsurface Utility Engineering (SUE), and construction engineering, supported by our grant writing and public engagement experts. We are an employee-owned firm with a staff of more than 600 in 26 offices across Colorado, North Dakota, South Dakota, Minnesota, Montana, Wyoming, New Mexico, and Texas.



CONSULTING NOW AND FOR THE FUTURE

The project you complete today impacts lives for generations. Together, we discuss your current needs, identify the alternatives, recommend the right solution, and uncover ways to positively impact our communities.



EXCEPTIONAL SERVICE

It's more than a project – it's your experience. We become part of your community, and will care about your projects as much as you do, putting your project first. We will collaborate to understand what's most important to you and deliver an exceptional experience.



EXPERIENCE YOU CAN COUNT ON

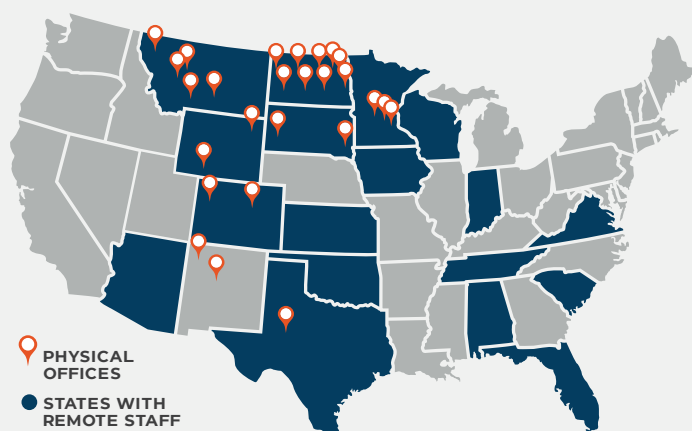
Together, we'll complete more than projects; we'll create a legacy. And we know how to do this because we've been building our own for decades. Creating exceptionally engineered solutions is second nature at KLJ.



PEOPLE YOU CAN TRUST

With 26 offices located across the nation, and more than 600 employee-owners, we have the capacity to provide the services needed to help our communities move forward and grow. We have the size and scope of engineering-based services along with the local expertise to drive your project forward to a successful result.

We mean it when we say there is no community too small, or project too big. Our team is committed to planning, designing, and supporting infrastructure projects of all shapes and sizes. From pipelines, roads, runways, and parks, we do all the sophisticated engineering you expect, along with the support and technical expertise you need.



Aviation



Construction Services



Funding Resources



Land Development



Oil & Gas



Power



Parks & Recreation



Public Engagement



Public Works



Subsurface Utility Engineering



Structural



Telecom



Transportation



Tribal



Water

ENVIRONMENTAL & CORRIDOR SERVICES



Environmental



Cultural Resources



Right-Of-Way



Survey

SIMILAR PROJECT EXPERIENCE

GATEWAY ENTRANCE INTERSECTION IMPROVEMENTS

Rifle, CO

KLJ provided preliminary planning and alternatives development for intersection improvements at White River, Centennial Parkway, 1st Street, Highway 6, and Highway 13 as the gateway to the City of Rifle and the downtown district. Challenges included steep grades and elevation differentials, traffic impacts and intersection design, drainage and water quality, relocation of existing utilities, minimizing ROW impacts, relocation of a Colorado Department of Transportation (CDOT) park-n-ride facility, and maintenance of traffic (MOT) during construction. KLJ provided project management, intersection design, traffic modeling, lighting, and public involvement. KLJ managed and implemented the complete American Society of Civil Engineers (ASCE) 38 process implementing quality levels D-A, including five test holes.



PENWELL SUE SERVICES

Rifle, CO

The City of Rifle conducted x-ray testing on the existing transmission line supplying the Deerfield Tank Complex and determined that the deteriorated wall thickness necessitated full replacement. Because the current transmission line corridor does not provide sufficient space to accommodate both the existing line and a new replacement line, the Penwell Project establishes a new alignment within existing roadway ROW for the new transmission main. As part of this effort, roadway segments along the new alignment will be reconstructed to meet the City's standard roadway section, including installation of sidewalk, curb, and gutter. The project is being funded through a combination of City funds and grant dollars. KLJ is providing SUE services for the entire project. The team

has completed the initial SUE assessment and is scheduled to perform a Quality Level A investigation, which includes nearly 90 test holes to precisely locate existing utilities and minimize construction-phase conflicts.

RAILROAD AVENUE SIGNALS/ SIGNING/STRIPING

Rifle, CO

The Railroad Avenue Improvements project focuses on enhancing safety, traffic operations, and overall corridor function from north of 5th Street to the 9th Street Bridge. KLJ will redesign traffic signals at the Rifle Middle School and 9th Street intersections, updating layouts, wiring, and operational details while exploring the use of flashing yellow arrows (FYA) to improve left turn efficiency. Signing and lighting upgrades will be thoughtfully planned to address limited boulevard space and improve visibility at school crosswalks and the trail crossing on the south leg of 9th Street. Updated school speed zone signage will reflect appropriate timing and placement to better serve corridor users. All planned improvements will be coordinated alongside Americans with Disabilities Act (ADA) upgrades and any necessary ROW acquisitions identified during preliminary design. Deliverables include 60, 90, and 100 percent plan sets covering signal removal, permanent and temporary signal design, signing details, and roadway lighting plans.



YEARS OF EXPERIENCE

13 years

CERTIFICATION

eRailSafe Certified

TAYLER LANE

ROLE: SUBSURFACE UTILITY ENGINEERING

Tayler is the SUE Group Leader at KLJ, with more than 13 years of experience managing, teaching, and implementing ASCE 38 standards. He is proficient in Civil 3D, advanced survey practices, surface geophysical methods such as Ground Penetrating Radar (GPR) and Electronic Magnetic Signals (EMS), as well as GIS to better complete related tasks and produce quality deliverables. Tayler's unique skill set allows him to support both field and office staff, creating an extra level of quality assurance on SUE-related projects. Having worked on numerous SUE projects across Colorado's Western Slope, and overseeing SUE deliverables, Tayler is well-versed with state and municipal standards. He has coordinated SUE-related tasks for counties, cities, and DOTs in more than 12 states and continues to help teach and implement industry standards.

SUE Manager | Gateway Entrance Intersection Improvements | Rifle, CO

KLJ provided preliminary planning and alternatives development for intersection improvements at White River, Centennial Parkway, 1st Street, Highway 6, and Highway 13 as the gateway to the City of Rifle and the downtown district. Challenges included steep grades and elevation differentials, traffic impacts and intersection design, drainage and water quality, relocation of existing utilities, minimizing ROW impacts, relocation of a CDOT park-n-ride facility, and MOT during construction. KLJ provided project management, intersection design, traffic modeling, lighting, and public involvement. Tayler managed and implemented the complete ASCE 38 process implementing quality levels D-A, including five test-holes.

SUE Manager | Hillside Street Reconstruction | Delta, CO

The reconstruction of Hillside Street created the City's first multimodal corridor and addressed safety hazards for pedestrians and high-crash intersections. The existing roadway featured a steep grade, poor drainage, and lacked multimodal mobility. Tayler managed and implemented the complete ASCE 38 process implementing quality levels D-A, including 10 test-holes. Abandoned utilities were a challenge in this project, where advanced geophysical methods were used.

SUE Manager | West Main Reconstruction | Montrose, CO

The City of Montrose retained KLJ to perform a traffic study, design, and construction administration for a 0.5-mile segment of State Highway 90 (West Main) to provide a modern streetscape and multimodal corridor. West Main serves as a vital vehicular and pedestrian connection between downtown businesses, nearby residential centers, and the City's Uncompahgre Riverway Trail and West Main Trailhead. Tayler managed and implemented the complete ASCE 38 process implementing quality levels D-B. He coordinated with utility companies to obtain existing records, managed field crews/designers, reviewed/collected survey data, and developed the standards for the final deliverable.

SUE Manager | Transportation Capacity Improvements | Grand Junction, CO

KLJ is the prime consultant for the reconstruction of four roadway segments within the City of Grand Junction. The project delivers upgraded complete street sections designed to support multimodal travel and improve safety and connectivity throughout the corridor. Project services include roadway and drainage design, traffic engineering, lighting and signalization, and utility coordination. A comprehensive SUE investigation was completed on two of the corridors using ASCE 38 Quality Levels D through A. A partial SUE investigation was performed on the remaining segments, focusing primarily on Level D data collection in areas identified as potential conflict zones through the project's conflict matrix.





JASON REIMER, PE

ROLE: DEPUTY PROJECT MANAGER

Jason is an experienced professional engineer with more than 16 years of industry experience, specializing in civil infrastructure, hydrology, and project delivery. He brings a strong background in managing multidisciplinary projects for municipal, county, state, and private clients, guiding efforts from early planning through design and construction. Known for his leadership, technical insight, and collaborative approach, Jason excels at coordinating complex initiatives, developing practical solutions, and supporting clients through every phase of a project. His expertise spans transportation, public works, utilities, and site development, making him a versatile and trusted partner for communities and organizations seeking efficient, reliable project outcomes.

YEARS OF EXPERIENCE

16 years

REGISTRATION

Professional Engineer
– CO, ND, SD, MT, TX,
NM, AZ, UT

EDUCATION

BS Civil Engineering –
Texas A&M University

Project Manager | West Main Revitalization | Montrose, CO

West Main Street is part of State Highway 90 and extends 0.5 miles through downtown Montrose's urban core, serving as the primary access and frontage for adjacent businesses. KLJ provided a study, preliminary design, and final design for reconstruction of the corridor, which previously consisted of two travel lanes in each direction, shoulders used for informal parallel parking, and narrow, non-ADA-compliant sidewalks and driveways. Recommended improvements included widened, ADA-compliant sidewalks on both sides of the street; addition of bicycle lanes on one or both sides; enhanced crosswalk safety through bulbouts and traffic-calming measures; and updated lane configurations to accommodate future traffic volumes, including evaluation of a potential road diet. The project also incorporated a modern streetscape with trees, lighting, parking, and outdoor restaurant-style seating. KLJ completed a traffic study to evaluate future growth and analyze alternative roadway concepts.

Project Manager | Highway 50 Planning and Design | Poncha Springs, CO

The Highway 50 project will improve conditions along one mile of Highway 50 through Poncha Springs. The project will incorporate multimodal options, additional lighting, landscaping, and wayfinding improvements to create a sense of place while traveling through the town. KLJ is providing environmental, extensive traffic modeling and data collection, in-depth stakeholder outreach, alternative development and selection, a corridor study report, roadway design, storm sewer and hydrology and hydraulics, lighting and utilities, and stormwater management.

Project Manager | Hillside Street Reconstruction | Delta, CO

The City identified the need to reconstruct an approximately 1,900-foot segment of Hillside Street to improve the roadway section and strengthen multimodal connectivity between downtown and Garnet Mesa. This project represented the City's first effort to establish a multimodal corridor. KLJ supported the City in developing a cost-effective, user-friendly design. The project required careful coordination to navigate an existing irrigation ditch and address the street's curvature as it transitions from downtown and turns south. KLJ worked closely with City staff to develop an efficient roadway realignment that minimized impacts to adjacent property owners.

KLJ Project Manager | Transportation Capacity Improvements | Grand Junction, CO

KLJ teamed with Horrocks Engineers to provide services for their transportation capacity improvement project of four road sections to increase capacity, safety, and function. Services included roadway design, drainage design, traffic engineering, lighting and signalization, and utility coordination.

Project Manager | Colorado Avenue Ramp Replacement | Telluride, CO

KLJ prepared pedestrian ramp designs for up to 20 pedestrian ramps along Colorado Avenue from the east side of Aspen Street to the west side of Alder Street. The objective of the project was to provide design documents for bid for the replacement of ramps along Colorado Avenue using improved CDOT standard ramps. The design phase provided field surveys, design calculations, plan drawings, details, and special provisions for construction purposes. The project includes recommendations for the replacement of the existing utility structures and other structures that impact the ramp replacements.





CAITLIN WOTRUBA, PE

ROLE: TRAFFIC SIGNAL, SIGNING, LIGHTING, AND PAVEMENT MARKING

Caitlin is a professional civil engineer with 11 years of experience specializing in traffic design and transportation infrastructure. Her background includes comprehensive work in traffic signals, lighting, signing, pavement markings, and traffic control, bringing a strong understanding of how these systems interact to support safe and efficient roadway operations. She is skilled in construction administration and is proficient with industry-standard lighting analysis and design tools. Caitlin's multidisciplinary experience enables her to support complex roadway and utility design efforts and contribute to well-coordinated, technically sound project solutions.

Signal/Traffic Engineer | Gateway Entrance Intersection Improvements | Rifle, CO

Caitlin worked on the reconstructed intersection's signal design, signing, and pavement markings. The signal included an interconnect to the next signal, and a new Rectangular Rapid-Flashing Beacon (RRFB) along an adjacent roadway.

Signals/Lighting | West Main Revitalization | Montrose, CO

West Main Street is part of State Highway 90 and runs 0.5 miles through downtown Montrose's urban core. It also serves as the primary access and frontage for adjacent businesses. KLJ was retained to provide a study, preliminary design, and final design for reconstruction of the existing two-travel lanes in each direction, shoulders for undefined parallel parking, and narrow, non-ADA-compliant sidewalks and driveways on each side of the road for recommended improvements. Caitlin completed the design of the new lighting for the project, including photometrics.

Lighting/Power | 1st Street Downtown Development Plan | Parachute, CO

KLJ is developing a Complete Streets plan to reconstruct 1st Street (Main Street) in Parachute to improve business access and encourage pedestrian activity by creating a welcoming environment for both residents and visitors. As the primary street through the downtown business district, 1st Street serves as the community's core. KLJ is preparing a cost-effective, user-friendly multimodal streetscape design. The Phase I concept development included community engagement, ROW verification, and planning for current and future traffic and pedestrian needs. The effort also evaluates traffic circulation – particularly at the east end near the CDOT rest stop – and coordination with local businesses to maintain adequate parking. An alternatives analysis is exploring a potential road diet to reduce pavement width while enhancing pedestrian facilities, landscaping, street art, and functional parking. Planned improvements include bulb-outs, crosswalks, curb ramps, drainage enhancements, street lighting, signage, and decorative amenities.

Traffic Design lead | Minnesota Department of Transportation (MnDOT) Trunk Highway (TH) 210 (Washington Street) Final Design | Brainerd, MN

KLJ, and other partners, delivered this high-profile project that included 3.5 miles of urban reconstruction featuring twin roundabouts at TH 25. Pedestrian facilities were upgraded along the corridor, extending trails and installing RRFBs at the roundabouts. KLJ led development of the traffic management plan (TMP), analyzed traffic impacts during construction, informed the creation of contractor-style scheduling, and recommended mitigation strategies to improve traffic flow during construction. KLJ also prepared staging and MOT plans, as well as traffic design elements, including signage, pavement markings, and signals. Caitlin led the signing and pavement marking design through the project area and coordinated with MnDOT on any changes needed to meet the current and updated Minnesota Manual on Uniform Traffic Control Devices (MUTCD), as well as geometry changes. She also led the design of half of the signal systems on the project, including three signal replacements. She coordinated with the traffic management system (TMS) design for interconnect between the signal systems and with the railroad for interconnect into their bungalows adjacent to two of the signalized intersections.

YEARS OF EXPERIENCE

11 years

REGISTRATION

Professional Engineer –
CO, MN, ND, MT, SD

EDUCATION

BS Civil Engineering;
BS Surveying
Engineering – Michigan
Technological
University





JOE DEVORE, PE, PTOE, RSP2

ROLE: TRAFFIC ANALYSIS

Joe is a professional engineer specializing in traffic engineering, operations, and safety with more than 16 years of experience. His background includes analyzing complex transportation systems, evaluating multimodal needs, and leading data-driven studies that support roadway, corridor, and long-range planning decisions. He is skilled in traffic operations modeling, safety assessment, and translating technical findings into clear, actionable recommendations for clients and stakeholders. Joe brings strong leadership in project management and has extensive experience developing solutions that balance operations, safety, and community priorities for a wide range of transportation environments.

YEARS OF EXPERIENCE

16 years

REGISTRATION

Professional Engineer
– CO, MN, SD, MT, WY,
ND, NM, AZ

Professional Traffic
Operations Engineer
(PTOE)

Road Safety
Professional 2 (RSP2) –
Infrastructure

EDUCATION

BS Civil Engineering –
University of Minnesota

Traffic Lead | Gateway Entrance Intersection Improvements | Rifle, CO

KLJ provided preliminary planning and alternatives development for intersection improvements at the gateway to the City of Rifle and the downtown district. The City was considering a roundabout or traffic signal configuration for the convoluted intersection. Joe led an in-depth traffic analysis to determine future corridor traffic growth, turn movements, and pedestrian mobility needs for the multi-leg intersection. He led alternative modeling, which included development and analysis of two roundabout options, a continuous green t signal, and a standard traffic signal configuration. Benefits from each alternative were quantified and a 20-year benefit-cost analysis was used to select the most beneficial option.

Traffic Analysis | Highway 50 Planning and Design | Poncha Springs, CO

The Highway 50 project will improve conditions along one mile of Highway 50 through Poncha Springs. Joe led traffic analysis that studied multimodal options, wayfinding improvements, a road diet segment, and a proposed single-lane roundabout. This analysis included extensive traffic modeling and data collection, in-depth stakeholder outreach, alternative development and selection, and a corridor study report that was used in several grant funding applications for the project.

Traffic Engineer | Hillside Street Reconstruction | Delta, CO

The City identified the need to reconstruct an approximately 1,900-foot segment of Hillside Street to improve the roadway section and strengthen multimodal connectivity between downtown and Garnet Mesa. This project represented the City's first effort to establish a multimodal corridor. KLJ supported the City in developing a cost-effective, user-friendly design. The project required careful coordination to navigate an existing irrigation ditch and address the street's curvature as it transitions from downtown and turns south. KLJ worked closely with City staff to develop an efficient roadway realignment that minimized impacts to adjacent property owners.

Traffic Engineer | West Main Revitalization | Montrose, CO

West Main Street is part of State Highway 90 and runs 0.5 miles through downtown Montrose's urban core and serves as the primary access and frontage for adjacent businesses. Joe led initial traffic and cross section analysis to identify road diet benefits and to quantify operations in a high growth section of town. He worked with stakeholders to identify cross section changes that maximized pedestrian and bicycle safety, including addition of bike lanes, crosswalk safety improvements, bulbouts, and traffic calming measures.

Traffic Lead | 1st Street Downtown Development Plan | Parachute, CO

KLJ is performing a complete streets development plan to reconstruct 1st Street (Main Street) in Parachute to facilitate access to businesses and promote pedestrian travel by creating an inviting environment that is welcoming to residents and non-residents. Joe lead a traffic study that looked at existing and future development scenarios to help make the US 6 cross section a more user-friendly multimodal streetscape for the complete streets project. This included operations modeling, safety analysis, multimodal gap analysis, and traffic forecasting to both identify the downtown cross section and recommend long-term intersection improvements of roundabouts at the I-70 and Highway 215 Interchange.





Gateway Entrance Intersection Improvements | Rifle, CO

KLJ provided preliminary planning and alternatives development for intersection improvements at White River, Centennial Parkway, 1st Street, Highway 6, and Highway 13 as the gateway to the City of Rifle and the downtown district. In conjunction with the Colorado Department of Transportation (CDOT), the City of Rifle was considering a roundabout or traffic signal configuration for the convoluted intersection. KLJ performed an in-depth traffic analysis to determine future corridor traffic growth, turn movements, and pedestrian mobility needs for the multi-leg intersection. Alternatives developed included two roundabout options, a continuous green t signal, and a standard traffic signal configuration. These alternatives were then utilized to perform future traffic modeling with Vissim, identifying any concerns with future growth. Challenges included steep grades and elevation differentials, traffic impacts and intersection design, drainage and water quality, relocation of existing utilities, minimizing right-of-way (ROW) impacts, relocation of a CDOT park-n- ride facility, and maintenance of traffic (MOT) during construction. KLJ is providing project management, intersection design, traffic modeling, lighting, and public involvement. **Contact:** Craig Spaulding, City of Rifle, 970-665-6556, cspaulding@rifleco.org

North Delta Waterline Extension | Delta, CO

KLJ is designing the replacement of approximately 940 linear feet of 12- inch cast iron water main and replacing with a new 12-inch diameter line. The line requires the crossing of a ditch and a small marsh area that has standing water year-round. The line proceeds under the Union Pacific railroad, requiring boor and permits from the railroad company. The line continues under 130-feet of privately owned concrete parking lot to Ute Street. The line then crosses 70 feet across Ute Street, 100 feet of another privately owned parking lot, and extends 530 feet to connect the line. The line will remain partially active during construction. **Contact:** David Hood, Delta City Engineer, 970-874-7903 Ext. 222, davidhood@cityofdeltanet





1st Street and Grand Avenue Road Improvements Project | Clifton, CO

The reconstruction of 1st Street, from US Highway 6 to Grand Avenue, will convert the road to an urban minor collector road and Grand Avenue, from 1st Street to 2nd Street, to an urban local road. KLJ provided an optimal alignment that minimized ROW and easement needs, utility conflicts, infrastructure requirements, grading, and drainage issues while adding pedestrian facilities throughout the corridor. KLJ is providing traffic analysis, roadway design, hydraulics, survey, ROW, environmental, lighting, and utility relocations. **Contact:** Erik Borschel, Staff Engineer, Mesa County Public Works, 970-244-1765; Connie Hahn, Mesa County Operations Manager, 970-244-1812

26½ Road Transportation Capacity Improvements | Grand Junction, CO

KLJ is the prime consultant for the reconstruction of four roadway segments within Grand Junction to provide complete street sections that accommodate multimodal transportation. KLJ is currently designing the reconstruction of major collectors 26½ Road (0.75 miles) and F½ Road (0.80 miles). KLJ is also providing traffic analysis for 26½ Road. The reconstructions include conversion from two-lane to three-lane with a two way left turn lane, the addition of bike lanes, and pedestrian sidewalks. Challenges include limited ROW in several areas, most with private property owners; significant utility, fences, landscaping, and structures within the corridors; grading and positive drainage throughout, including several irrigation ditches; and addition of new impervious surfaces which will require additional permanent stormwater quality features, challenging given the space limitations. KLJ is providing ROW support for significant acquisition and easements.

Contact: Kenneth Haley, Grand Junction Engineering Manager, 970-244-1543, kennethh@gjcity.org



Before

TASK 1 – TRAFFIC STUDY

Scope of Services

KLJ will perform a formal traffic study and design support services for the Railroad Avenue corridor, with primary focus on the 16th Street intersection, in accordance with City requirements and the Addendum.

1.1 Data Collection & Review

KLJ will collect all required traffic data, including:

- Turning movement counts at 16th Street and other key intersections
- Corridor traffic counts as needed to support analysis

KLJ will obtain background growth data from the City's Comprehensive Plan and coordinate with the City to obtain square footage and assumptions for the proposed field house development.

1.2 Existing & Future Conditions Analysis

KLJ will evaluate existing traffic operations, including LOS, delay, and queueing. KLJ will develop future traffic volumes based on:

- Background growth projections from the Comprehensive Plan
- Trip generation associated with the proposed field house development

Trip generation and distribution will be developed using standard methodologies (e.g., ITE Trip Generation Manual) and engineering judgment.

1.3 Operational Analysis

KLJ will evaluate intersection operations under existing and future conditions and assess:

- Northbound right-turn lane warrant and configuration
- Queue storage requirements
- Operational impacts of proposed improvements

KLJ will evaluate at least one build alternative (turn lane configuration) relative to no-build conditions to support the Study phase.

1.4 Recommendations and Coordination

KLJ will develop recommended improvements for the 16th Street intersection, including turn lane geometry and operational modifications. Recommendations will be coordinated with roadway and utility constraints and incorporated into the overall concept layout.

- Reporting

KLJ will prepare a traffic technical memorandum documenting:

- Data collection
- Methodology
- Existing and future analysis
- Recommendations

This memorandum will support the Study and Report phase deliverable.

- Design Phase Support

KLJ will support design development at:

- 30% (concept integration)
- 60% (refined operations with SUE QL-A data)
- 90% and Final (plan conformance review)

Assumptions

- Analysis focused on 16th Street and immediate corridor
- One primary build alternative evaluated
- Field house data provided by City

Exclusions

- Corridor-wide simulation modeling
- Signal warrant study beyond operational analysis
- Public engagement

TASK 2 – SUBSURFACE UTILITY ENGINEERING (SUE)

Scope of Services

KLJ will provide Subsurface Utility Engineering (SUE) services in accordance with ASCE 38-22, supporting design of the Railroad Avenue corridor from 9th Street to Highway 13.

2.1 SUE Project Management

KLJ will provide overall management of SUE activities, including:

- Coordination with the design team, City, and utility owners
- Scheduling and sequencing of SUE activities
- Subconsultant management (including potholing and traffic control)
- Progress tracking and invoicing

2.2 Initial SUE Field Investigation

2.2.1 Utility Records Research (QL-D)

KLJ will obtain and review available utility records through:

- 811 design tickets
- Direct utility coordination
- Available GIS and as-built records

KLJ will compile utility ownership, size, and material where available and document data gaps.

2.2.2 Surface Feature Survey and Correlation (QL-C)

KLJ will perform field reconnaissance and correlate visible utility features to record data. Survey of utility features (e.g., valves, manholes, hydrants, pedestals) will be performed by the KLJ.

Gravity system dips (invert collection for storm and sanitary sewer) are excluded from KLJ's SUE scope and will be performed by others (survey).

KLJ will:

- Correlate surveyed features to record information
- Develop inferred horizontal alignments
- Identify inconsistencies between records and field observations

Traffic control required for QL-C activities performed by others is assumed to be included in work performed by others (survey).

2.2.3 Utility Designation (QL-B)

KLJ will perform geophysical utility locating using appropriate methods. Utilities will be marked and surveyed, and data will be incorporated into the base mapping. Limitations of detection methods will be documented.

2.3 SUE Deliverables

KLJ will prepare a SUE base file and plan set including:

- Utility mapping with quality levels (QL-D through QL-B)
- Attributed utility data (ownership, size, material)
- Documentation of limitations

2.4 Test Hole Investigation (QL-A)

KLJ will coordinate and oversee vacuum excavation of approximately 25 test holes. Services include:

- Subconsultant coordination
- Test hole layout and prioritization
- Documentation of size, material, and depth
- Data sheet preparation

Traffic control for QL-A operations is included and assumed to require approximately four days. All incidentals associated with potholing are included.

Deliverables will include:

- Updated plans incorporating QL-A at 60%
- Final sealed SUE deliverables

Assumptions

- 25 test holes included
- Traffic control included for QL-A
- QL-C gravity dips performed by Survey sub (Bookcliff)
- Work within public ROW

Exclusions

- Additional potholes beyond 25
- Permanent restoration
- Utility relocation design
- Private property access
- Overhead utility analysis

TASK 3 – TRAFFIC SIGNAL

Scope of Services

KLJ will provide traffic signal engineering services limited to modification and relocation associated with proposed intersection improvements at 16th Street.

3.1 Existing Signal Evaluation

KLJ will evaluate existing signal equipment and infrastructure to determine reuse and modification requirements.

3.2 Signal Design Development

KLJ will develop design modifications necessary to accommodate proposed geometric improvements, including:

- Pole and mast arm relocation
- Conduit adjustments
- Detection modifications as required

Signal phasing will be reviewed and adjusted only as necessary to accommodate geometric changes.

3.3 Plan Preparation

KLJ will prepare signal plan sheets reflecting required modifications. Design will be limited to changes associated with roadway improvements.

3.4 Design Review and Finalization

KLJ will provide updates at 30%, 60%, 90%, and final design milestones.

Assumptions

- Scope limited to modification/relocation of existing signal
- No full signal redesign required

Exclusions

- Signal timing optimization
- Interconnect or communications systems
- New signal warrant study

TASK 4 – SIGNING AND STRIPING**Scope of Services**

KLJ will provide signing and pavement marking updates for the project corridor consistent with roadway improvements and MUTCD requirements.

4.1 Existing Conditions Review

KLJ will review existing striping and signing based on available survey and field reconnaissance.

4.2 Layout Development

KLJ will update pavement markings and signing to:

- Match proposed lane configurations
- Maintain existing lane widths where feasible
- Provide MUTCD-compliant tapers, arrows, and crosswalks
- Address ADA-related striping adjustments at crossings

4.3 Signing Plan Preparation

KLJ will prepare signing and striping plan sheets, including schedules and standard details, limited to project improvements.

4.4 Design Review and Finalization

KLJ will update plans at 30%, 60%, 90%, and final design milestones.

Assumptions

- Updates limited to areas impacted by improvements
- Existing striping generally maintained and adjusted

Exclusions

- Wayfinding or specialty signage
- Temporary traffic control plans
- Corridor-wide restriping beyond project limits



Mission Statement

To provide our clients with a comprehensive survey product in a timely and cost effective manner, while developing and maintaining healthy working relationships with our contacts including clients, professionals, governmental entities and Bookcliff Survey Services employees.

Company Profile

Bookcliff Survey Services, Inc. is a multi-disciplined land surveying organization located in Rifle, Colorado. Founded in 1999, the company has enjoyed excellent success in providing a wide variety of Surveying Services to County and City Governments, large and small Private Developers, Engineers, Construction Companies, Oil and Gas Companies, Attorneys and Land Owners throughout the Western Slope and Mountain areas of Colorado. Bookcliff Survey is the largest land surveying company in Rifle. Our current staff includes 1 Registered Land Surveyors, 3 Drafting Technicians, and 2+ Field Crews. With 150 individual years of experience we are able to organize and affect the resources required to see any survey project to completion in the required time limits.

New Technology used in the Surveying Profession is a must at Bookcliff Survey Services, Inc. In today's market, the need to have knowledge of and access to the latest technology not only allows for the highest standard of work, but also assures our clients that they are receiving the most efficient land surveys available. Trimble® Global Positioning System equipment, AutoCad® Land Development Desktop V2010 and Carlson Civil Suite 2012 are the tools utilized to produce our deliverable products. We utilize our Trimble VX 3D Scanner with RealWorks Modeling software for a number of projects. We utilize the Sonarmite Echosounder in conjunction with our Trimble GPS for underwater topography surveys. We also take advantage of aerial photogrammetry for large boundary surveys and storm water management projects. We are currently using Lidar technology for two of our ongoing gas projects.

BOOKCLIFF SURVEY TEAM MEMBERS

Michael Langhorne, PLS President/Owner	Project Coordination and Scheduling Technical Review
Wayne Kirkpatrick Owner	Construction Project Manager - Oil and Gas Projects Site Visits with BLM, Pad and Road Design
Tracey Langhorne Owner	Drafting Technician

Michael, Tracey and Wayne have worked together since 2000.

Michael Langhorne, P.L.S.

EXPERIENCE

May 2000 to present – Bookcliff Survey Services, Inc., Rifle Colorado - Owner/President of Bookcliff Survey Services, Inc., Professional Land Surveyor. Manage personnel and survey projects.

1999 to April 2000 – Meyer Land Systems, Inc., Rifle Colorado - Survey Manager responsible for the supervision of surveying staff including office staff and field personnel. Company manager for all GPS related projects.

1998 to 1999 – KRW Consulting, Inc., Lakewood Colorado - Project Manager for small Environmental Engineering firm. Managed all aspects of surveying including calculations, construction staking and mapping for roads, leachate drainage, refuse modules and water retention ponds and located, mapped and monitored groundwater well systems for county landfills throughout the State of Colorado.

1995 to 1998 – Logikos Science, Inc., Pleasanton California - Project Manager responsible for all aspects of surveying and construction staking of microwave and digital telephone towers throughout the Western U.S. Clients included Pacific Bell, Sprint, U.S. West and GTE. Projects required extensive interaction with project engineers, planners and architects.

1990 to 1995 – Johnson Kunkel & Associates, Eagle Colorado - Crew Chief responsible for various surveying projects including; construction staking of roads and utilities and Topographic and Boundary Surveys.

COUNTINUING EDUCATION

Certified Trimble GPS Training
Professional Land Surveyors of Colorado Seminars
 Analysis of Boundary Evidence
 Finding the Law
 Interpreting Land Records
 Land and Easements Descriptions
 Colorado Railroad Surveying Fundamentals

COMMUNITY INVOLVEMENT

Rifle Economic Development Corporation – 2007- Current President
Downtown Development Authority – 2008-2016 Board Member
Visitor Improvement Fund – 2009-2020 Board Member
Rifle Area Chamber of Commerce – 2005-2007 President

Wayne K. Kirkpatrick, LSI

(970)625-2720 wk@bookcliffsurvey.com

Work History

Project Manager/Partner - June 2001 to Present

BookCliff Survey Services, Inc. Rifle, CO

- Manage Office and Field Personnel
- GPS Networking, Coordinate Systems, GIS
- Oil and Gas Project Management
- ALTA/ACSM Land Title Surveys, Mapping
- Legal Research
- Construction Preparation and Calculations
- 3D Surfaces

Party Chief/Field Surveyor – March 2000 to June 2001

Meyer Land Systems, Eagle and Rifle CO

- Construction Staking and Layout
- Boundary Surveys, Section Breakdown
- Topography Surveys
- Legal Research

Skills

Land Surveying

- Trimble Advanced RTK Training
- Trimble Advanced Calibration and Geodesy
- Carlson Survey and Civil Software

Education

Bachelor of Arts, U.S. History

Mesa State College, Grand Junction, CO

Associates of Arts

Colorado Northwestern C.C.

Associates of Science

Colorado Northwestern C.C.



APPENDIX B

Traffic Impact Study by Kimley-Horn & Assoc.

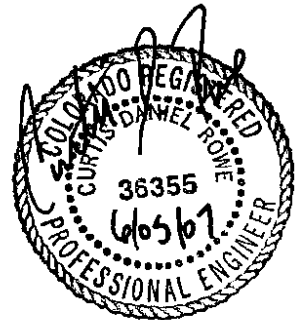
T R A F F I C I M P A C T S T U D Y

The Farm at Rifle

Rifle, Colorado

Prepared for
Graham Mesa Development, LLC
201 Railroad Avenue
Rifle, CO 81650-1926

Prepared by
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June 2007

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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1.0 EXECUTIVE SUMMARY

The Farm at Rifle development is proposed to be located on the northeast corner of Graham Mesa Avenue (County Road 233) and 16th Street in Rifle, Colorado. For purposes of this traffic analysis, it was assumed that the project site would develop with 400 Single Family Residential Homes, 100 Multi-Family Dwelling Units, an Elementary School, 2.6 acres of Commercial uses, and a permanent Drill Pad. It is expected that the project would begin construction in June, 2008 and would be completed within 5 to 7 years. Analysis was therefore completed for the 2015 short term horizon, as well as the 2030 long-term horizon.

The purpose of this study is to identify project traffic generation characteristics, to identify potential project traffic related impacts on the local street system, and to develop mitigation measures required for identified impacts. Through site visits, discussions with the client, and knowledge of the surrounding area, the following key intersections were included in analysis of this Farm at Rifle development:

- US 6 and Mile Pond Road
- CR 293 and Mile Pond Road
- Graham Mesa Avenue (CR 233) and 16th Street
- Graham Mesa Avenue (CR 233) and Stephens Hill Road
- SH-13 and Dokes Lane
- Railroad Avenue and 16th Street
- Whiteriver Avenue and 16th Street

Regional access to the site is expected to be provided by Interstate 70, US Highway 6, and State Highway 13. Primary access to the site will be provided by 16th Street and Graham Mesa Avenue (CR-233). Direct access to the project is proposed along 16th Street, Graham Mesa Avenue (CR 233), and a proposed street that is expected to run north/south along the eastern border of the development.

The entire Farm at Rifle development is expected to generate approximately 7,720 daily weekday driveway trips. Of these, 514 trips are expected to occur during the weekday morning peak hour, while 912 trips are expected during the weekday afternoon peak hour. Since a portion of this project is a commercial development, a certain percentage of trips are expected to be pass-by trips. Pass-by trips are those vehicles already on the street network, passing by which will be attracted to the site. Due to the site location, pass-by trips are not accounted for in this traffic impact study in order to provide a conservative analysis.

Distribution of site traffic on the street system was based on the area street system characteristics, existing traffic patterns, anticipated surrounding development areas, and the proposed access system for the project. Assignment of the project traffic was based upon the trip generation described previously and the distributions developed.

Based on the analysis presented in this report, Kimley-Horn believes the proposed Farm at Rifle development will be successfully incorporated into the roadway network. The proposed project development and expected traffic volumes resulted in the following recommendations:

- It is recommended that traffic volumes at the intersection of US 6 with Mile Pond Road be monitored for the long term 2030 horizon year. It is possible that if traffic volume growth occurs as estimated, roadway improvements and/or signalization may be needed at this intersection.
- It is recommended that a separate northbound right turn lane be planned at the intersection of Railroad Avenue with 16th Street to accommodate anticipated traffic volumes by the long term 2030 horizon year.
- The existing intersection of Whiteriver Avenue and 16th Street operates with stop control along the eastbound and westbound approaches of 16th Street. From site observations and existing counts, 16th Street carries more traffic than Whiteriver Avenue. Based on this, it is believed that the two-way stop control should be placed on the northbound and

southbound approaches. Therefore, the City of Rifle should consider making this stop control modification for existing traffic. If this stop control modification is implemented, additional signs will be needed to warn motorists of the change in control on the northbound and southbound approaches to the intersection. These may include "Cross Traffic Does Not Stop", "Stop Ahead", and flags above the new stop signs. With the addition of project traffic in the short term 2015 horizon year, it is recommended that one of two improvements be constructed. The first option is that 16th Street be designated as the major street with left turn lanes constructed on all four approaches. The second option is that a traffic signal be installed (which would require no changes to the existing lanes at the intersection).

- All on-site and off-site signing and striping improvements should be incorporated into the Civil Drawings, and conform to City of Rifle and CDOT standards, as well as the Manual on Uniform Traffic Control Devices - 2003 Edition (MUTCD).

2.0 INTRODUCTION

Kimley-Horn and Associates, Inc. (Kimley-Horn) has prepared this report to document the results of a Traffic Impact Study of future traffic conditions associated with the proposed Farm at Rifle development to be located on the northeast corner of Graham Mesa Avenue (County Road 233) and 16th Street in Rifle, Colorado. The vicinity map illustrating the project site location is shown in **Figure 1**.

For purposes of this traffic analysis, it was assumed that the project site would develop with 400 Single Family Residential Homes, 100 Multi-Family Dwelling Units, an Elementary School, 2.6 acres of Commercial uses, and a permanent Drill Pad. It is expected that the project would begin construction in June, 2008 and would be completed within 5 to 7 years. Analysis was therefore completed for the 2015 short term horizon, as well as the 2030 long-term horizon. The conceptual site plan illustrating the development and access locations is shown in **Appendix A**.

The purpose of this study is to identify project traffic generation characteristics, to identify potential project traffic related impacts on the local street system, and to develop mitigation measures required for identified impacts. Through site visits, discussions with the client, and knowledge of the surrounding area, the following key intersections were included in analysis of this Farm at Rifle development:

- US 6 and Mile Pond Road
- CR 293 and Mile Pond Road
- Graham Mesa Avenue (CR 233) and 16th Street
- Graham Mesa Avenue (CR 233) and Stephens Hill Road
- SH-13 and Dokes Lane
- Railroad Avenue and 16th Street
- Whiteriver Avenue and 16th Street

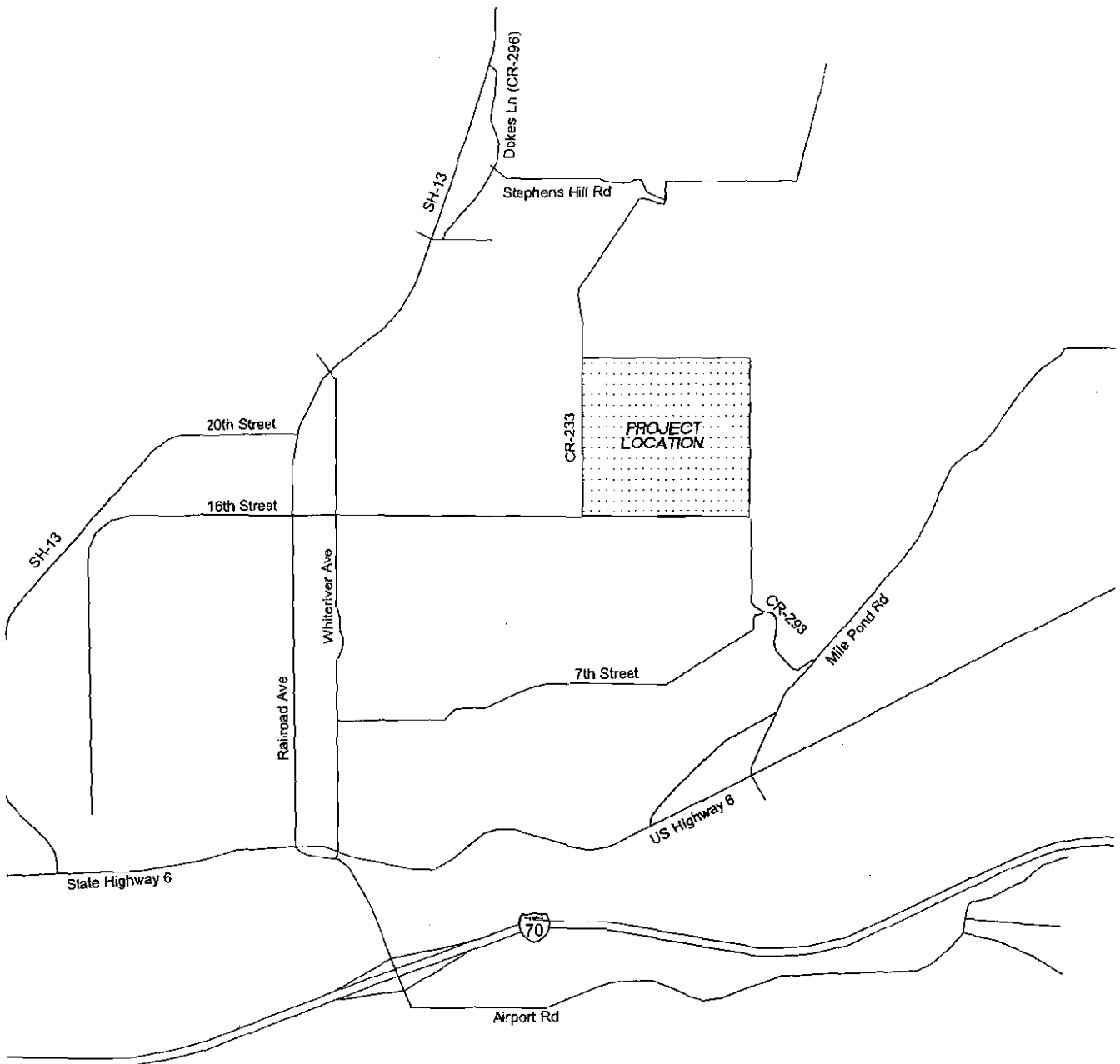


FIGURE 1
THE FARM AT RIFLE
VICINITY MAP

Regional access to the site is expected to be provided by Interstate 70, US Highway 6, and State Highway 13. Primary access to the site will be provided by 16th Street and Graham Mesa Avenue (CR-233). Direct access to the project is proposed along 16th Street, Graham Mesa Avenue (CR 233), and a proposed street that is expected to run north/south along the eastern border of the development.

3.0 EXISTING AND FUTURE CONDITIONS

3.1 Existing Roadway Network

US Highway 6 provides one lane of travel in each direction in the site vicinity with a 45 mile per hour speed limit. US 6 provides access to the Town of Silt to the east and access to Interstate 70 through the City of Rifle to the west. Railroad Avenue provides direct access from I-70 to the City of Rifle. It provides one lane of travel in each direction with a two-way left-turn lane through the downtown district with a posted speed limit of 25 miles per hour. Whiteriver Avenue runs parallel to Railroad Avenue through the downtown district and provides one lane of travel in each direction with a posted speed limit of 25 miles per hour. SH-13 merges with Railroad Avenue at 20th Street and provides one lane of travel in each direction with a posted speed limit of 50 miles per hour in the vicinity of the intersection with Dokes Lane.

16th Street borders the southern edge of the proposed Farm at Rifle development and is anticipated to be utilized by project traffic wishing to access the City of Rifle to the west and US 6 to the east. 16th Street provides one lane of travel in each direction and has a posted speed limit of 25 miles per hour. Graham Mesa Avenue (CR 233) runs north/south along the western border of the proposed development. Currently, it provides access to a residential development to the west. Graham Mesa Avenue (CR 233) has one lane of travel in each direction with a posted speed limit of 35 miles per hour. The current intersection lane configurations and control for the study area are shown in attached Figure 2.

3.2 Existing Study Area

The proposed development is generally bounded by vacant land to the north, Graham Mesa Avenue (CR 233) to the west, the CR 293 alignment to the east, and 16th Street to the south. The existing site is comprised mostly of vacant land with two farm houses located in the southeastern portion. West of the site is a residential development. The developed area of the City of Rifle is located approximately one and a half miles southwest of the project site.

LEGEND:

- Study Area Key Intersection
- STOP Stop Controlled Approach
- Signalized Intersection
- Posted Speed Limit

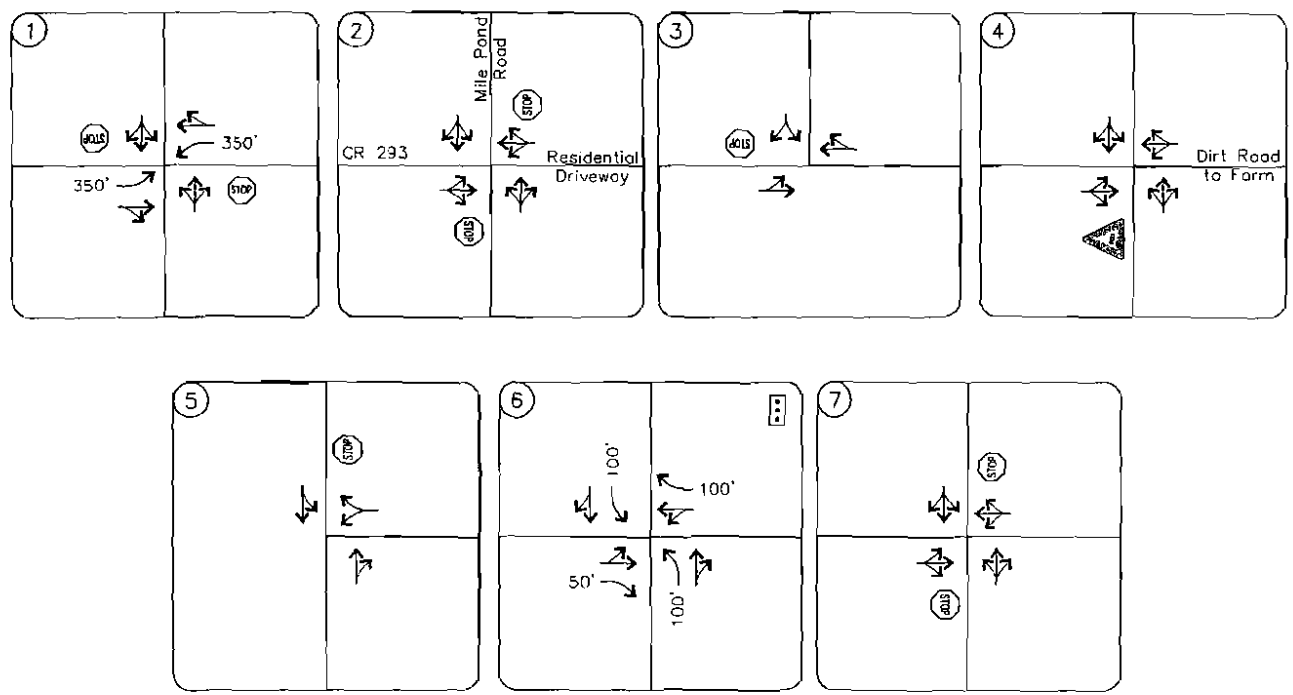
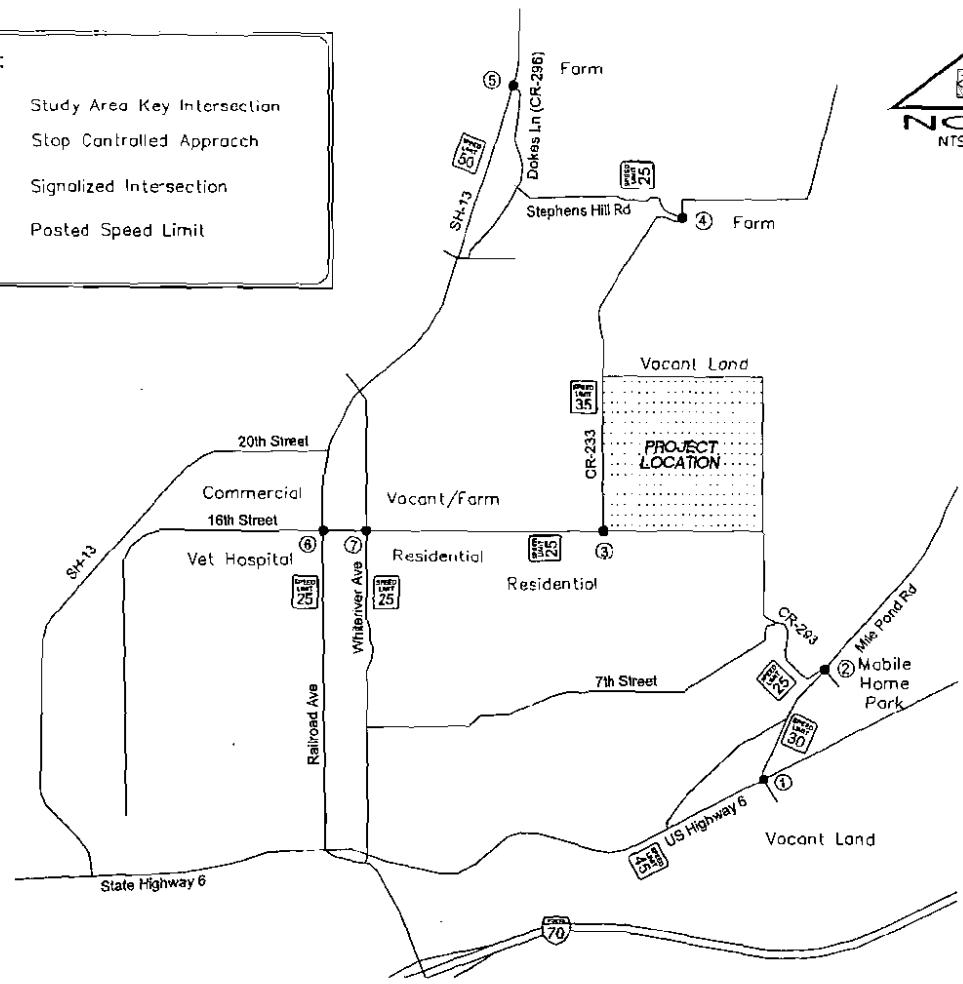


FIGURE 2
THE FARM AT RIFLE
EXISTING LANEAGE AND CONTROL

3.3 Existing Traffic Volumes

Existing peak hour turning movement counts were conducted at the study intersections on Wednesday, April 18, 2007. The counts were conducted during the AM and PM peak hours of adjacent street traffic in 15-minute intervals from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM on this count date. Existing turning movement counts are shown in Figure 3 with count sheets provided in Appendix B.

3.4 Unspecified Development Traffic Growth

According to information provided on the website for the Colorado Department of Transportation, US Highway 6 carries approximately 5,800 vehicles per day west of CR 210, east of Rifle. The 20-year growth factor along this stretch of the highway, 1.47, equates to an annual growth rate of approximately 1.94 percent. State Highway 13 carries approximately 8,700 vehicles per day northeast of 24th Street and Whiteriver Avenue in Rifle. The 20-year growth factor along this stretch of the highway, 1.91, equates to an annual growth rate of approximately 3.29 percent.

The existing traffic volumes were grown at an average of these two average annual growth rates of 2.6 percent to determine future 2015 and 2030 background traffic at the key intersections prior to the addition of project traffic. Background traffic volumes for 2015 and 2030 are shown in Figures 4 and 5, respectively. CDOT traffic growth information for US Highway 6 and State Highway 13 is included in Appendix C.

LEGEND:

- ① Study Area Key Intersection
- Project Access Point
- XX(X) AM(PM) Peak Hour Traffic Volumes

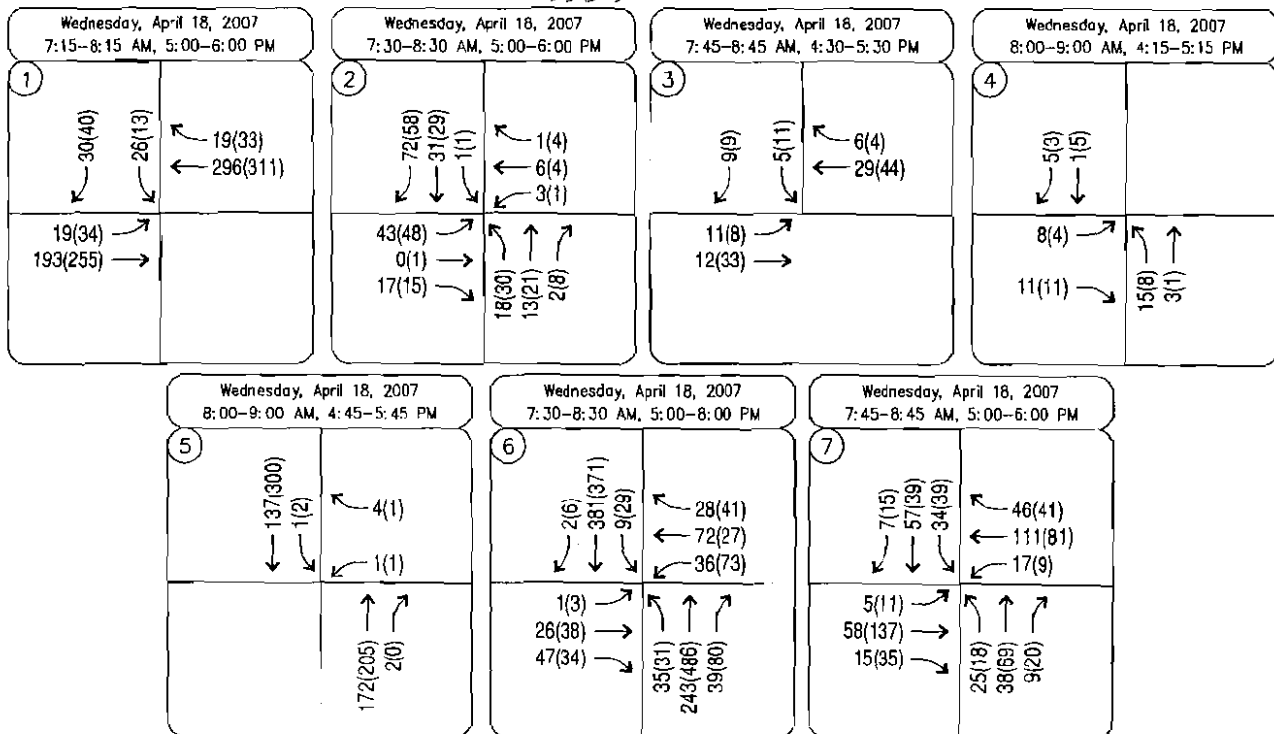
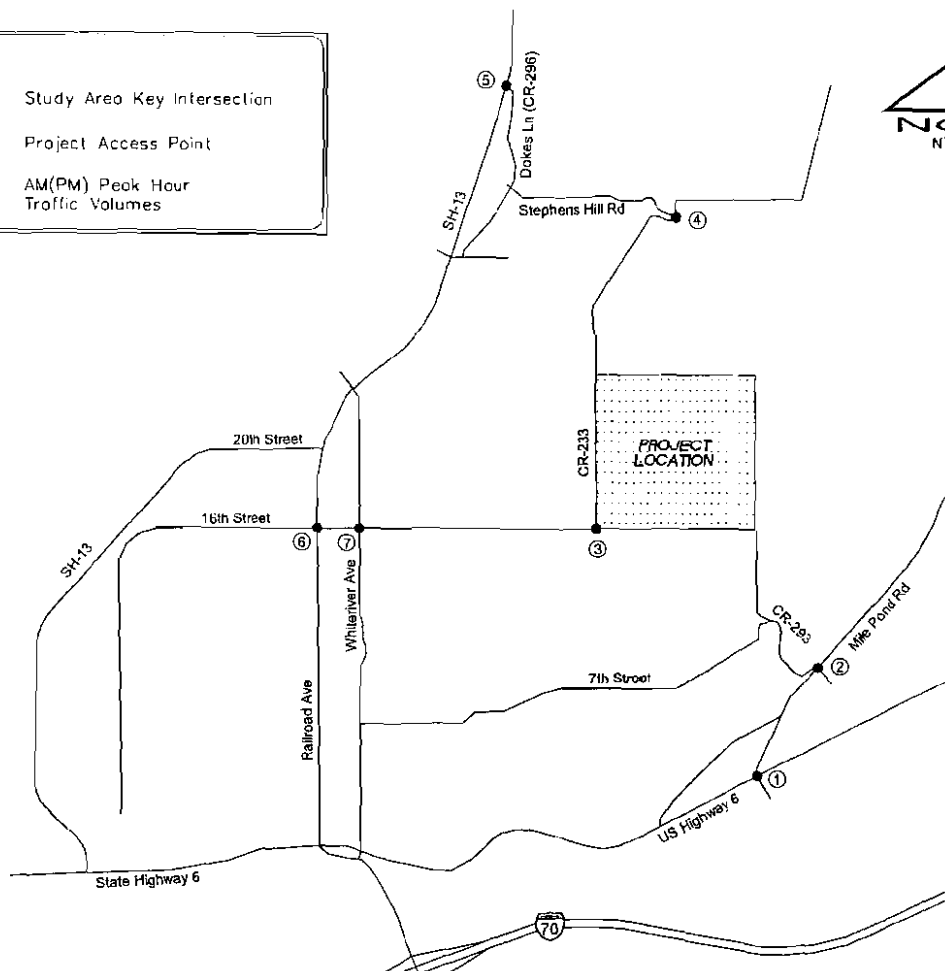


FIGURE 3
THE FARM AT RIFLE
EXISTING TRAFFIC VOLUMES

LEGEND:



Study Area Key Intersection



Project Access Point

XX(X)

AM(PV) Peak Hour
Traffic Volumes

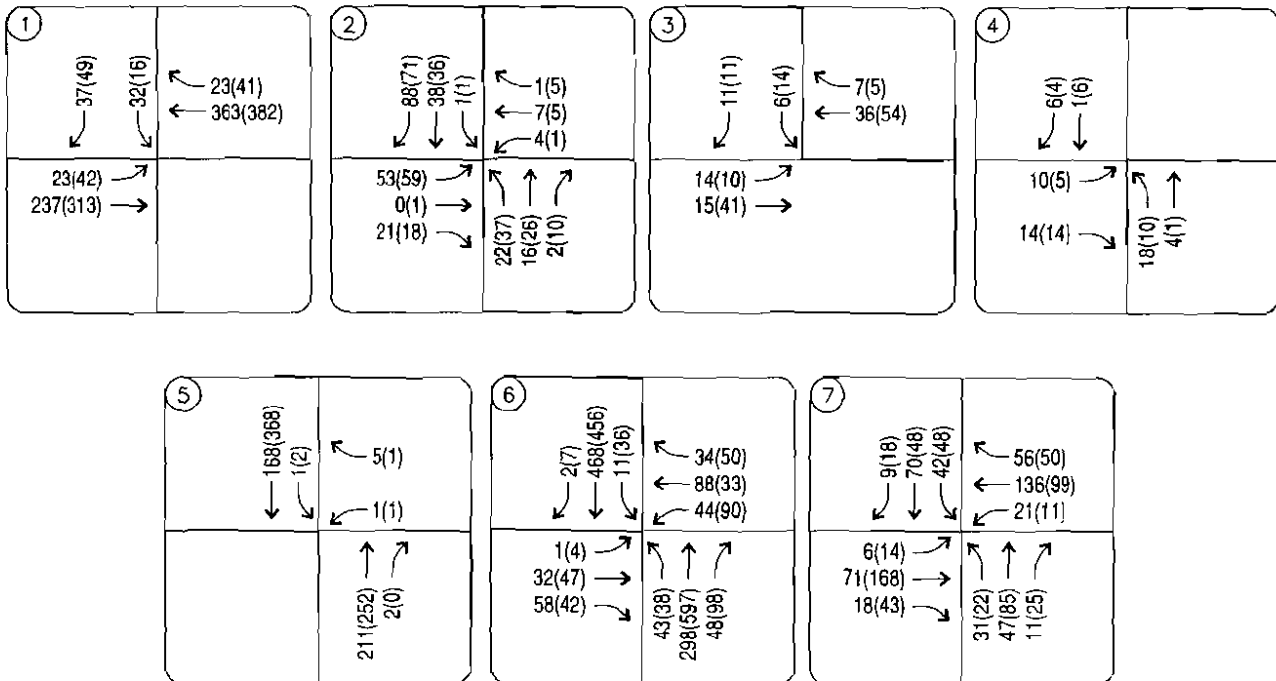
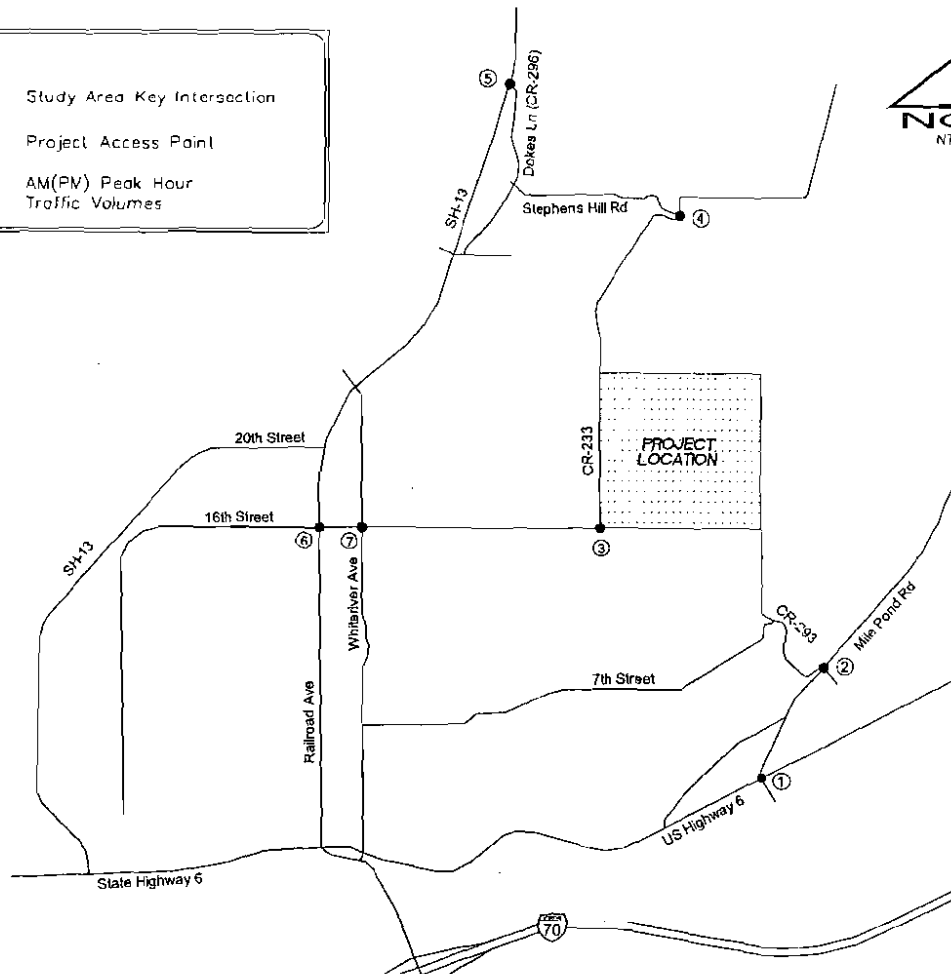


FIGURE 4
THE FARM AT RIFLE
2015 BACKGROUND TRAFFIC VOLUMES



LEGEND:

- ① Study Area Key Intersection
- Project Access Point
- XX(XX) AM(PM) Peak Hour Traffic Volumes

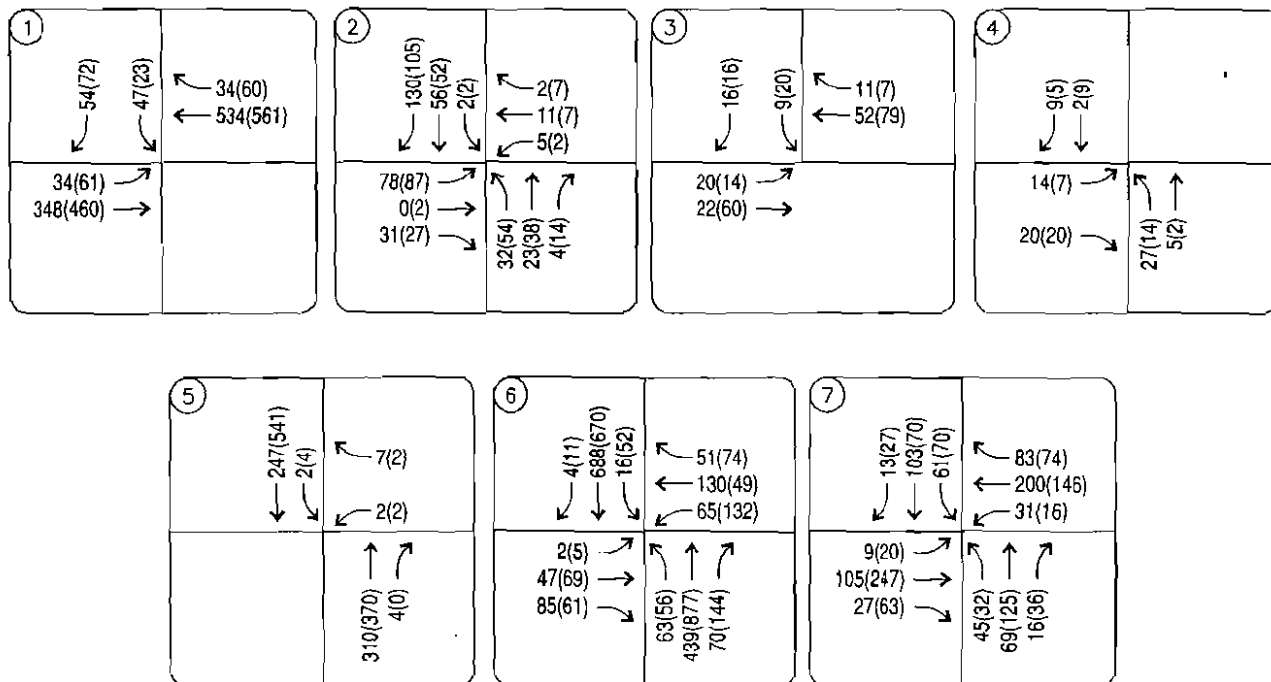
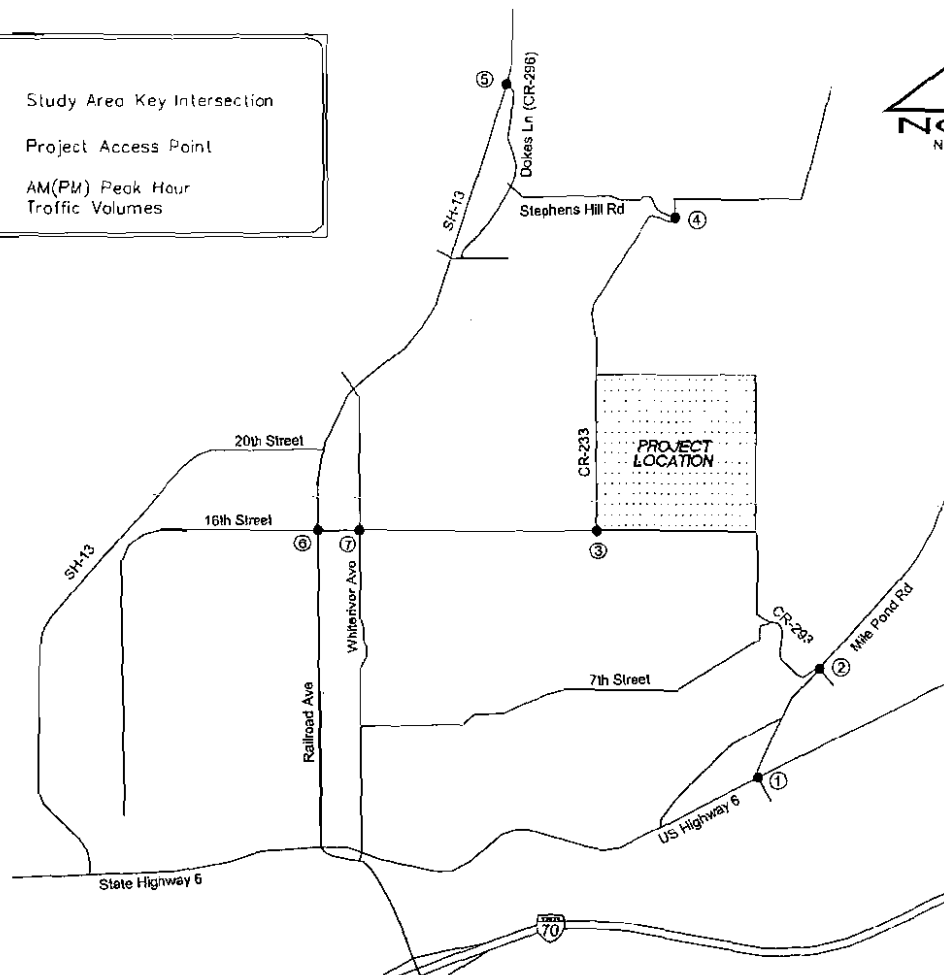


FIGURE 5
THE FARM AT RIFLE
2030 BACKGROUND TRAFFIC VOLUMES



Kimley-Horn
and Associates, Inc.

4.0 PROJECT TRAFFIC CHARACTERISTICS

4.1 Trip Generation

Site-generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land uses to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the *Trip Generation Report*¹ published by the Institute of Transportation Engineers (ITE). ITE has established trip rates in nationwide studies of similar land uses. For this study, Kimley-Horn used the ITE Trip Generation Report average rate equations that apply to Single-Family Detached Housing (210), Residential Condominium/Townhouse (230), Elementary School (520), and Shopping Center (820) for traffic associated with the development. Since the client has expressed an anticipated townhouse format for the multi-family residential uses, the ITE use for Condominium/Townhouse was used to most closely model the proposed multi-family uses. The commercial use type and size expected to be constructed within the Farm at Rifle development is yet to be determined, therefore, the ITE Trip Generation use for Shopping Center general retail was used to model this area and will provide a conservative analysis.

The entire Farm at Rifle development is expected to generate approximately 7,720 daily weekday driveway round trips. Of these, 514 trips are expected to occur during the weekday morning peak hour, while 912 trips are expected during the weekday afternoon peak hour. Since a portion of this project is a commercial development, a certain percentage of trips are expected to be pass-by trips. Pass-by trips are those vehicles already on the street network, passing by which will be attracted to the site. Due to the site location, pass-by trips are not accounted for in this traffic impact study in order to provide a conservative analysis.

¹ Institute of Transportation Engineers, *Trip Generation: An Information Report*, Seventh Edition, Washington DC, 2003.

Table 1 summarizes the estimated traffic generation for the proposed development. The trip generation worksheets are included in Appendix D. These calculations illustrate the equations used, directional distribution of trips, and number of daily trips.

Table 1 - The Farm at Rifle Project Traffic Generation

Lot & Use	Daily	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Single Family Residential (400 DU)	3,722	72	217	289	373	138	511
Multi-Family Residential (100 DU)	642	9	43	52	40	20	60
Elementary School (300 students)	388	55	45	100	32	39	71
Shopping Center (28,000 sf)	2,968	45	28	73	130	140	270
Total	7,720	181	333	514	575	337	912

4.2 Trip Distribution

Distribution of site traffic on the street system was based on the area street system characteristics, existing traffic patterns, anticipated surrounding development areas, and the proposed access system for the project. The directional distribution of traffic is a means to quantify the percentage of site-generated traffic that approaches the site from a given direction and departs the site in the same direction. Assignment of the project traffic was based upon the trip generation described previously and the distributions developed. Figure 6 illustrates the expected project trip distribution for the Farm at Rifle development.

4.3 Traffic Assignment and Total (Background Plus Project) Traffic

Traffic assignment was obtained by applying the project trip distribution to the estimated traffic generation of the development shown in Table 1. Project assignment for the site is shown in Figure 7. Site traffic volumes were added to the background volumes to represent estimated traffic conditions for the short term 2015 horizon and long term 2030 horizon. These total traffic volumes for the site are illustrated for the 2015 and 2030 horizon years in Figures 8 and 9, respectively.

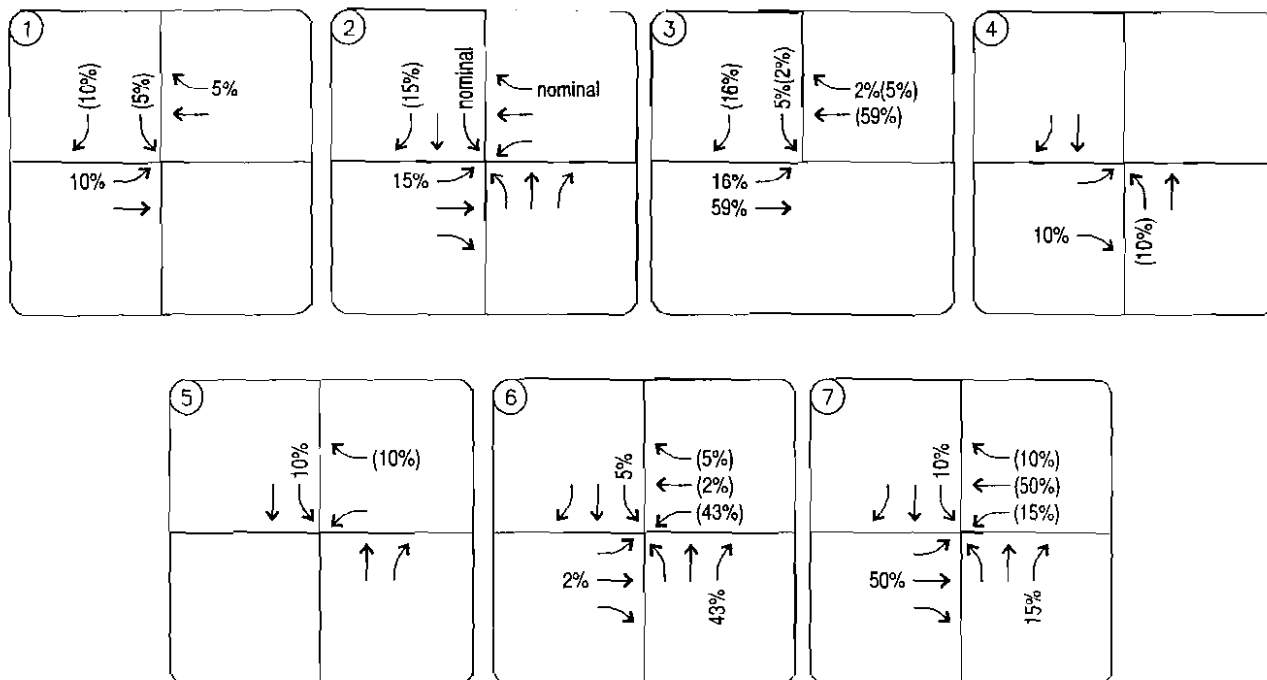
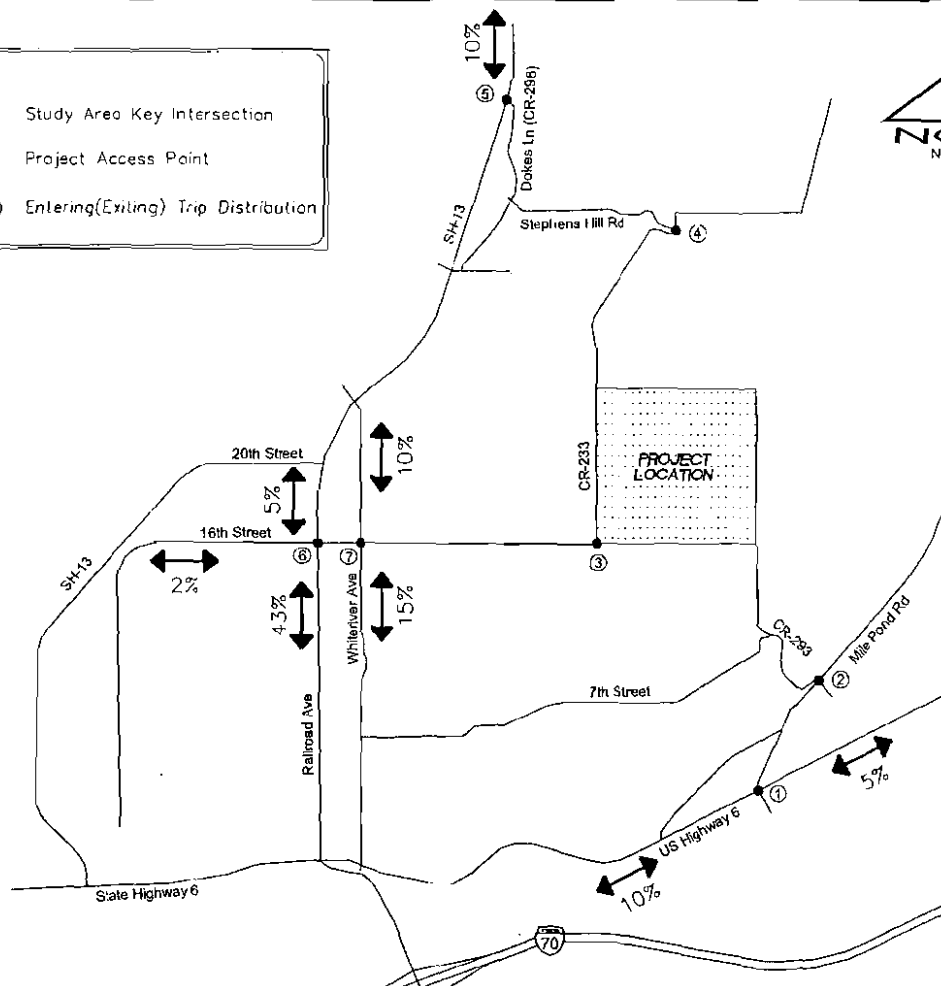
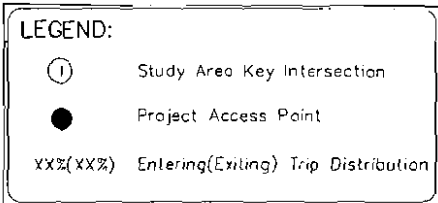


FIGURE 6
THE FARM AT RIFLE
PROJECT TRIP DISTRIBUTION

LEGEND:

- ① Study Area Key Intersection
- Project Access Point
- xx(xx) AM(PM) Peak Hour Traffic Assignment

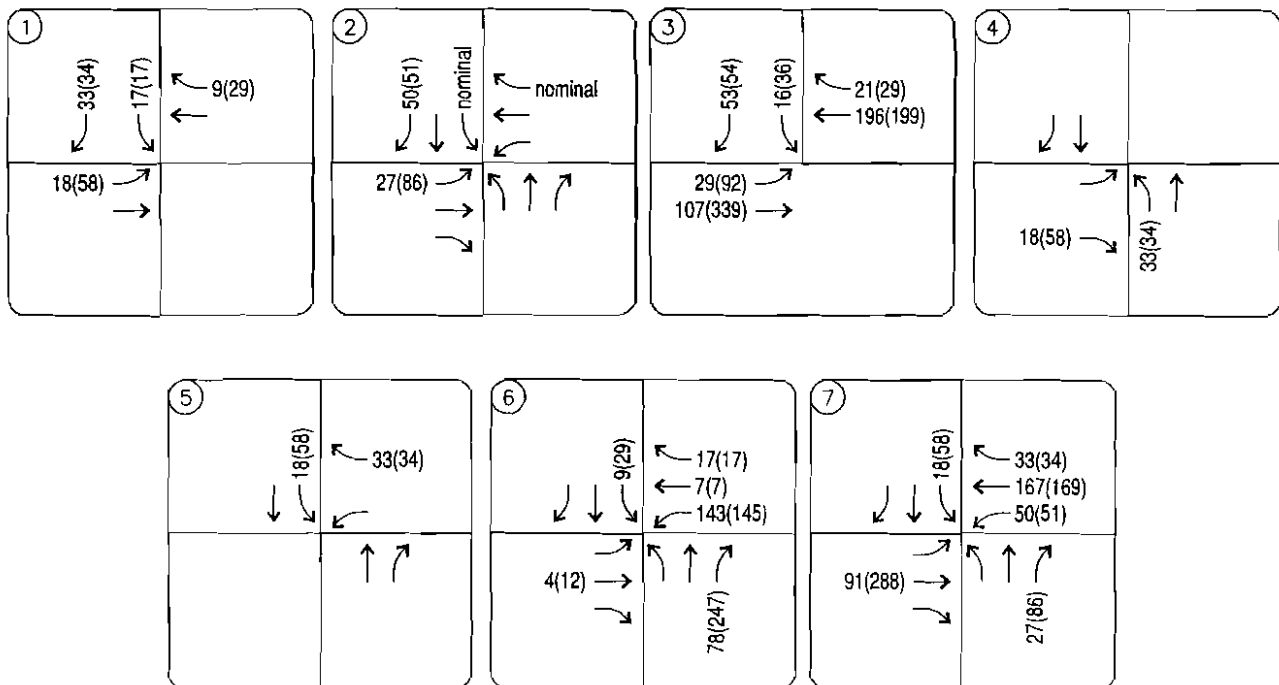
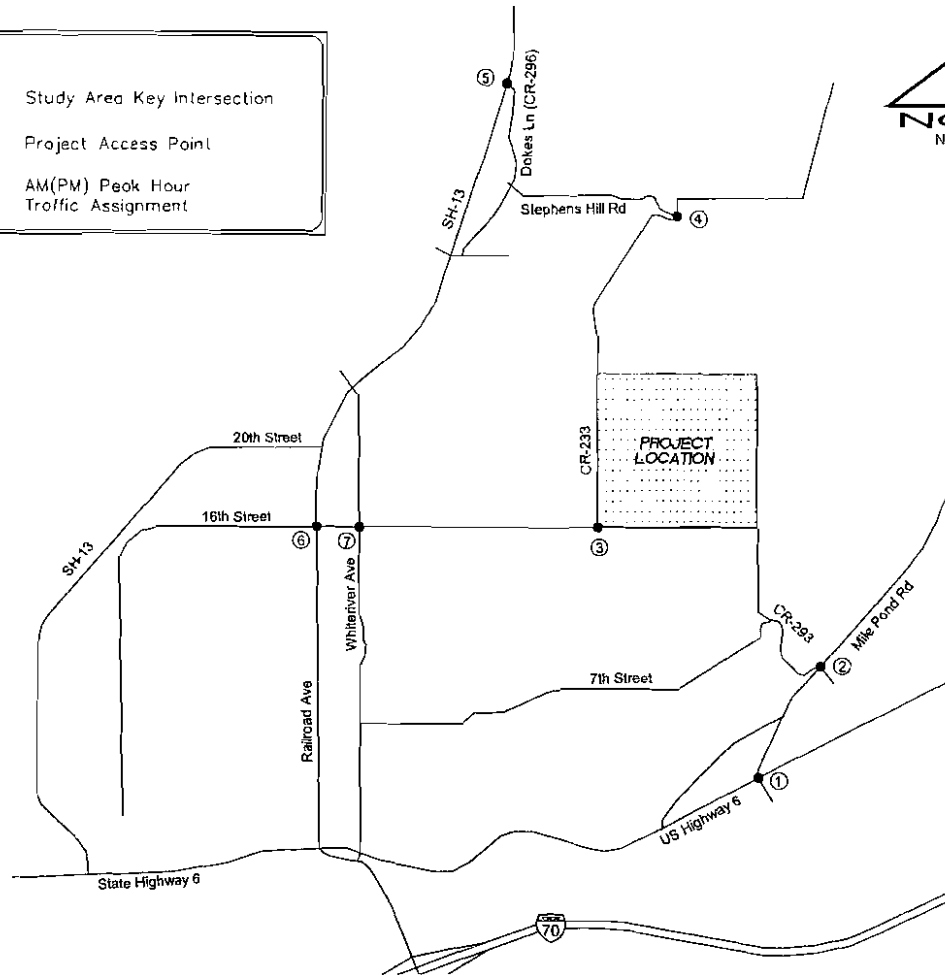


FIGURE 7
THE FARM AT RIFLE
PROJECT TRIP ASSIGNMENT



Kimley-Horn
 and Associates, Inc.

LEGEND:

- ① Study Area Key Intersection
- Project Access Point
- xx(xx) AM(PM) Peak Hour Traffic Volumes

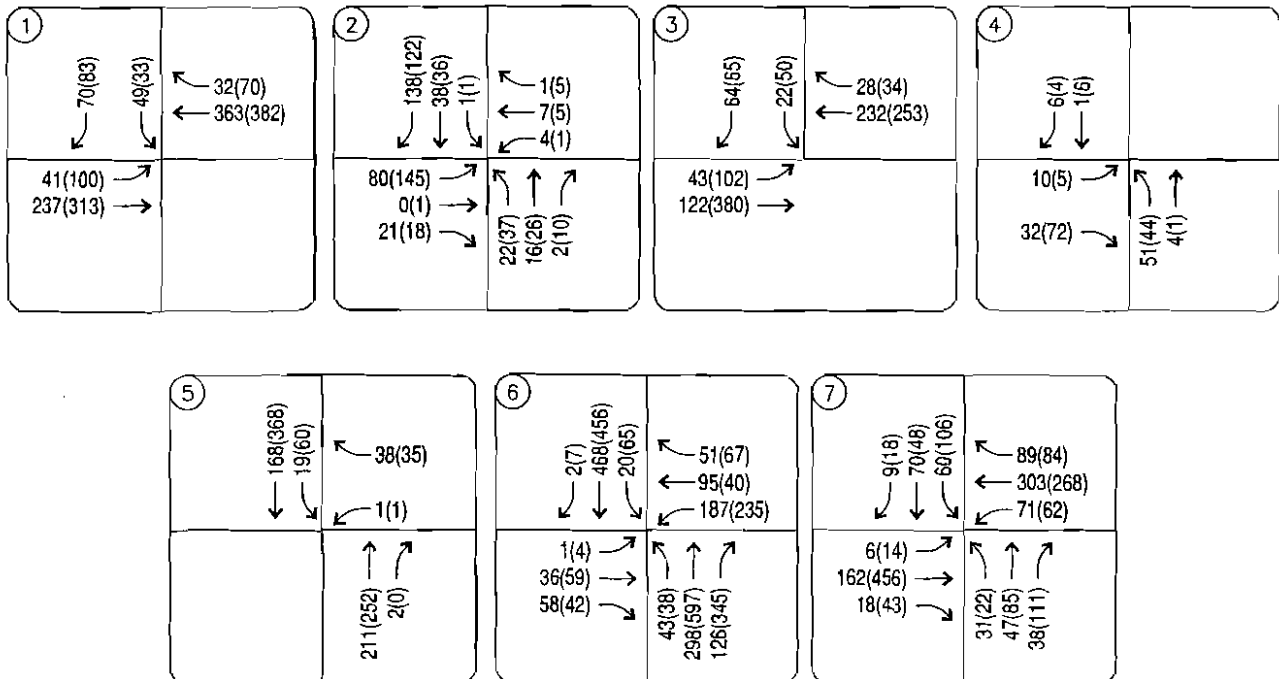
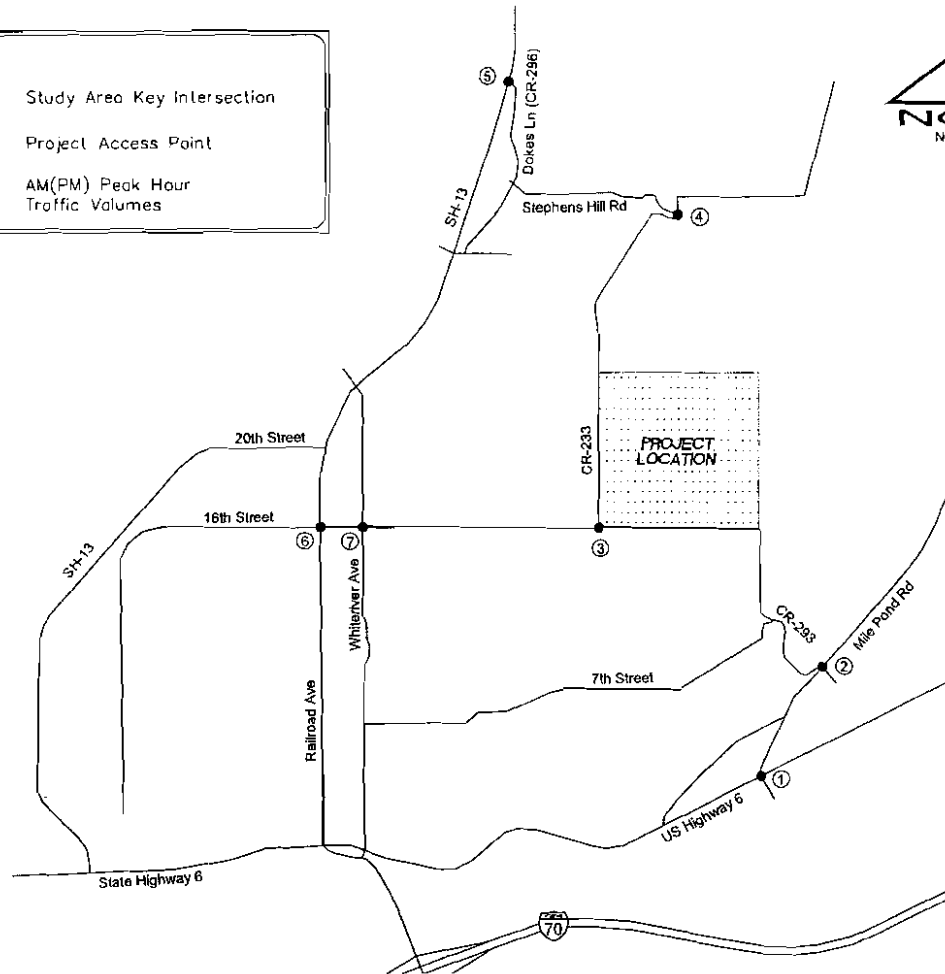


FIGURE 8
THE FARM AT RIFLE
2015 TOTAL TRAFFIC VOLUMES



LEGEND:

- ① Study Area Key Intersection
- Project Access Point
- XX(X) AM(PM) Peak Hour Traffic Volumes

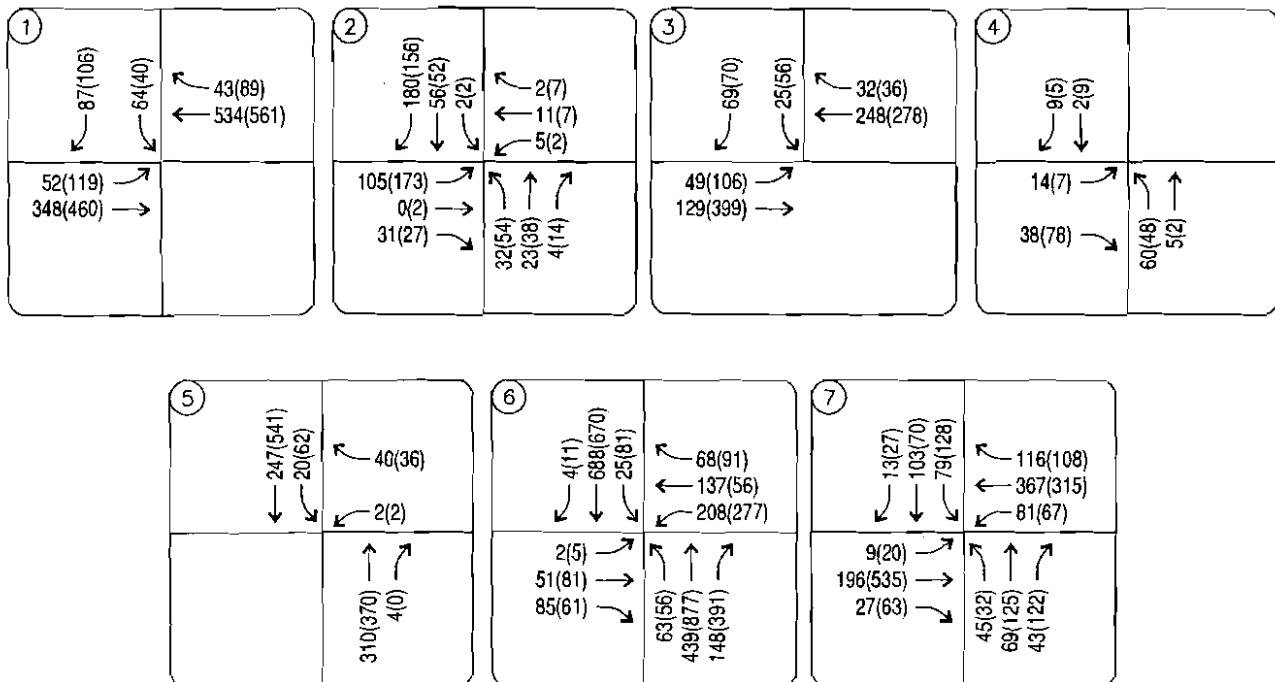
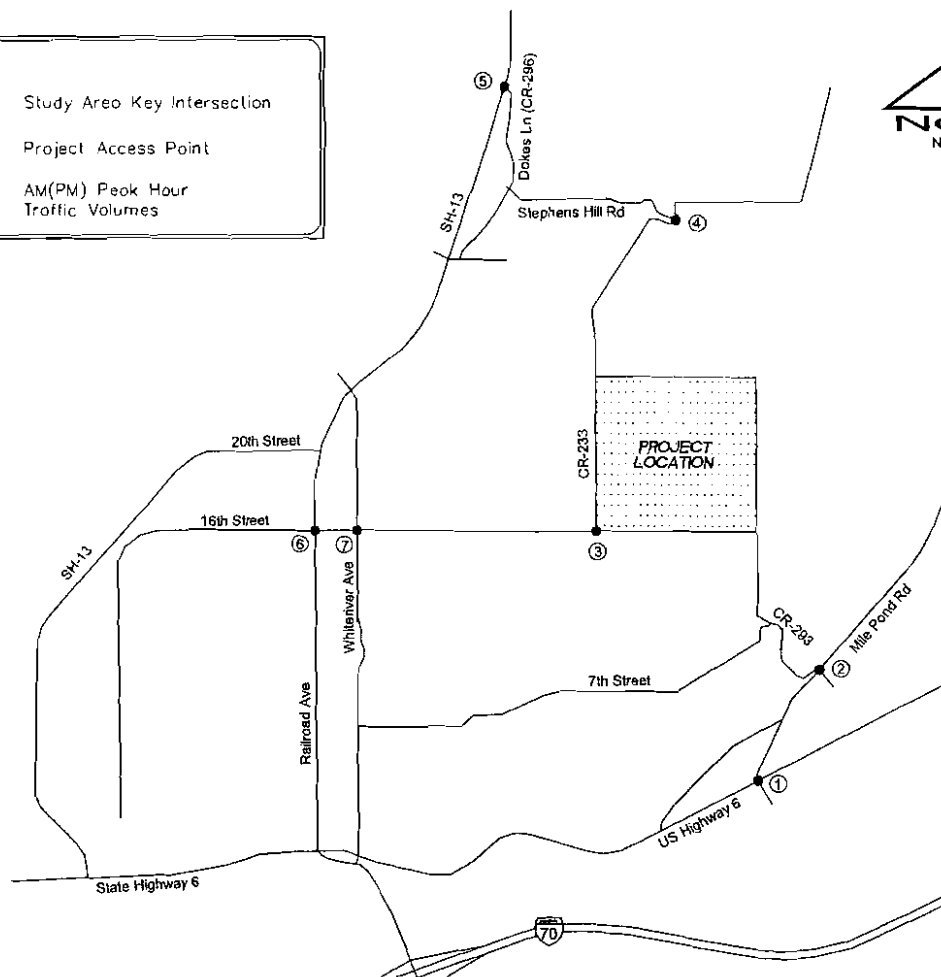


FIGURE 9
THE FARM AT RIFLE
2030 TOTAL TRAFFIC VOLUMES



Kimley-Horn
 and Associates, Inc.

5.0 TRAFFIC OPERATIONS ANALYSIS

Kimley-Horn's analysis of traffic operations in the site vicinity was conducted to determine potential capacity deficiencies in the 2015 and 2030 development horizons at the identified key intersections. The acknowledged source for determining overall capacity is the current edition of the *Highway Capacity Manual*².

5.1 Analysis Methodology

Capacity analysis results are listed in terms of Level of Service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. It ranges from A (very little delay) to F (long delays and congestion). For intersections and roadways in this study area, Kimley-Horn recommends intersection LOS D as the minimum threshold for acceptable operations. Table 2 shows the definition of level of service for signalized and unsignalized intersections.

Table 2 - Level of Service Definitions

Level of Service	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤10	≤10
B	>10 and ≤ 20	>10 and ≤ 15
C	>20 and ≤ 35	>15 and ≤ 25
D	>35 and ≤ 55	>25 and ≤ 35
E	>55 and ≤ 80	>35 and ≤ 50
F	>80	>50

Definitions provided from the Highway Capacity Manual, Special Report 209, Transportation Research Board, 2000.

² Transportation Research Board, *Highway Capacity Manual*, Special Report 209, Washington DC, 2000.

Study area intersections were analyzed based on average total delay analysis for signalized and unsignalized intersections. Under the unsignalized analysis, the level of service (LOS) for a two-way stop controlled intersection is determined by the computed or measured control delay and is defined for each minor movement. Level of service for a two-way stop-controlled intersection is not defined for the intersection as a whole. Level of service for a signalized and four-way stop controlled intersection is defined for each approach and for the intersection.

5.2 Key Intersection Operational Analysis

Calculations for the level of service at the key intersections for the study are provided in **Appendix E**. The existing year analyses are based on the lane geometry and intersection control shown in **Figure 2**. The peak hour factors from the count data were used for all existing short term 2015 and long term 2030 background analysis. The HCS recommended peak hour factor of 0.88 for rural areas was used for all total background plus project analyses. The signalized intersection analysis utilizes a cycle length of 90 seconds, unless otherwise mentioned. LOS for both signalized and unsignalized intersections was calculated using HCS analysis software.

US 6 & Mile Pond Road

The existing T-intersection of US 6 with Mile Pond Road operates with stop control along the southbound approach. There exists a south leg that provides access to an industrial use area and operates with stop control, but no traffic was observed to use this northbound approach during the peak hours. This intersection operates at an acceptable level of service for all approaches during both the AM and PM peak hours today and throughout the short term 2015 horizon year, with or without the addition of project traffic.

By the long term 2030 horizon year, this southbound approach is anticipated to operate with longer delays and poor level of service with or without the addition of project traffic. Therefore, it is recommended that traffic volumes at this intersection of US 6 with Mile Pond Road be monitored and that the intersection be considered for future roadway improvements that may include possible signalization. Table 3 provides the results of the level of service at this intersection.

Table 3 - US 6 & Mile Pond Road LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec)	LOS	Delay (sec)	LOS
2007 Existing				
Eastbound Left	8.1	A	8.3	A
Westbound Left	7.7	A	7.8	A
Southbound Approach	14.3	B	13.8	B
2015 Background				
Eastbound Left	8.4	A	8.6	A
Westbound Left	7.9	A	8	A
Southbound Approach	17.7	C	16.9	C
2015 Total				
Eastbound Left	8.4	A	8.8	A
Westbound Left	7.8	A	8.0	A
Southbound Approach	19.9	C	28.9	D
2030 Background				
Eastbound Left	9.2	A	9.7	A
Westbound Left	8.2	A	8.4	A
Southbound Approach	14.6	B	42.4	E
2030 Total				
Eastbound Left	9.1	A	9.9	A
Westbound Left	8.1	A	8.4	A
Southbound Approach	41.6	E	59.6	F

Mile Pond Road & CR 293

The existing intersection of Mile Pond Road with CR 293 operates with stop control along CR 293. The east leg of CR 293 is offset and provides access to a mobile home community. This intersection operates at an acceptable level of service for all approaches during the AM and PM peak hours today and throughout the long term 2030 horizon, with or without the addition of project traffic. Delay is shown as decreasing in some instances with the addition of project traffic due to the increase in traffic volumes and an overall peak hour factor of 0.88 used in the Total scenario calculations. No improvements or modifications are believed to be necessary or required at this intersection. Table 4 provides the results of the level of service at this intersection.

Table 4 - Mile Pond Road & CR 293 LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec)	LOS	Delay (sec)	LOS
2007 Existing				
Northbound Approach	7.6	A	7.5	A
Southbound Approach	7.3	A	7.3	A
Westbound Approach	9.9	A	10.0	B
Eastbound Approach	9.9	A	10.5	B
2015 Background				
Northbound Approach	7.6	A	7.6	A
Southbound Approach	7.3	A	7.3	A
Westbound Approach	10.3	B	10.4	B
Eastbound Approach	10.3	B	11.2	B
2015 Total				
Northbound Approach	7.3	A	7.4	A
Southbound Approach	7.3	A	7.3	A
Westbound Approach	9.6	A	9.3	A
Eastbound Approach	9.7	A	10.9	B
2030 Background				
Northbound Approach	7.4	A	7.8	A
Southbound Approach	7.3	A	7.4	A
Westbound Approach	10.0	B	11.8	B
Eastbound Approach	10.7	B	14.0	B
2030 Total				
Northbound Approach	7.4	A	7.8	A
Southbound Approach	7.3	A	7.3	A
Westbound Approach	9.9	A	9.2	A
Eastbound Approach	10.5	B	14.0	B

Graham Mesa Avenue (CR 233) & 16th Street

The existing T-intersection of Graham Mesa Avenue (CR 233) with 16th Street operates with stop control along the southbound approach of Graham Mesa Avenue (CR 233) and with single lane approaches. With this configuration, the intersection operates at acceptable level of service on all approaches currently, and is anticipated to operate acceptably throughout the long term 2030 horizon, with or without the addition of project traffic. Therefore, no improvements or modifications are believed to be necessary or required. Table 5 provides the results of the level of service at this intersection.

Table 5 - Graham Mesa Avenue (CR 233) & 16th Street LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec)	LOS	Delay (sec)	LOS
2007 Existing				
Eastbound Approach	7.3	A	7.4	A
Southbound Approach	8.9	A	9.1	A
2015 Background				
Eastbound Approach	7.4	A	7.4	A
Southbound Approach	9.3	A	9.3	A
2015 Total				
Eastbound Approach	8.0	A	7.5	A
Southbound Approach	12.5	B	15.9	C
2030 Background				
Eastbound Approach	7.4	A	7.5	A
Southbound Approach	9.7	A	9.8	A
2030 Total				
Eastbound Approach	7.4	A	8.3	A
Southbound Approach	10.4	B	20.5	C

Graham Mesa Avenue (CR 233) & Stephens Hill Road

The existing T-intersection of Graham Mesa Avenue (CR 233) with Stephens Hill Road operates with yield control along the eastbound approach of Stephens Hill Road. The north leg of this intersection provides access to a farm via an unpaved road. Since HCS does not analyze yield controlled intersections, this intersection was analyzed with stop control along the eastbound approach in order to provide a conservative analysis. This intersection operates at acceptable level of service on all approaches currently, and is expected to operate acceptably throughout the long term 2030 horizon, with or without the addition of project traffic. Therefore, no improvements or modifications are believed to be required at this intersection as result of the project. Table 6 provides the results of the level of service at this intersection.

Table 6 - Graham Mesa Avenue (CR 233) & Stephens Hill Road LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec)	LOS	Delay (sec)	LOS
2007 Existing				
Northbound Approach	7.3	A	7.3	A
Southbound Approach	7.2	A	7.2	A
Eastbound Approach	8.7	A	8.6	A
2015 Background				
Northbound Approach	7.3	A	7.3	A
Southbound Approach	7.2	A	7.2	A
Eastbound Approach	8.8	A	8.6	A
2015 Total				
Northbound Approach	7.3	A	7.3	A
Southbound Approach	7.2	A	7.2	A
Eastbound Approach	8.7	A	8.7	A
2030 Background				
Northbound Approach	7.3	A	7.3	A
Southbound Approach	7.2	A	7.2	A
Eastbound Approach	8.9	A	8.7	A
2030 Total				
Northbound Approach	7.3	A	7.3	A
Southbound Approach	7.2	A	7.2	A
Eastbound Approach	8.9	A	8.8	A

SH-13 & Dokes Lane

The existing T-intersection of SH-13 with Dokes Lane operates with stop control along the westbound approach of Dokes Lane. This intersection is anticipated to operate at acceptable level of service on all approaches during the AM and PM peak hours throughout the long term 2030 horizon year, with or without the addition of project traffic. Delay is shown as decreasing in some instances with the addition of project traffic due to increased traffic causing a more even spreading over the peak hour with the resultant overall peak hour factor of 0.88 used in the Total scenario calculations. Table 7 provides the results of the level of service at this intersection.

Table 7 - SH-13 & Dokes Lane LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec)	LOS	Delay (sec)	LOS
2007 Existing				
Southbound Approach	7.6	A	7.7	A
Westbound Approach	9.7	A	11.2	B
2015 Background				
Southbound Approach	7.7	A	7.9	A
Westbound Approach	10.0	B	12.2	B
2015 Total				
Southbound Approach	7.7	A	7.8	A
Westbound Approach	9.8	A	10.0	B
2030 Background				
Southbound Approach	8.0	A	8.2	A
Westbound Approach	10.4	B	15.8	C
2030 Total				
Southbound Approach	8.0	A	8.4	A
Westbound Approach	10.6	B	11.1	B

Railroad Avenue & 16th Street

The existing signalized intersection of Railroad Avenue with 16th Street operates at an overall acceptable level of service (LOS B). The intersection is anticipated to continue to operate at an acceptable level of service throughout the long term 2030 horizon year prior to the addition of project traffic. With the addition of project traffic in the short term 2015 horizon year, the intersection is anticipated to operate at LOS C during the AM peak hour and LOS D during the PM peak hour. With the addition of project traffic in the long term 2030 horizon year the intersection may need a northbound right turn lane to address the heavy right turn movement. With this recommended lane configuration improvement, it is expected that the intersection will operate at an acceptable level of service (AM LOS C and PM LOS D) throughout the long term horizon with the addition of project traffic. Table 8 provides the results of the level of service at this intersection.

Table 8 - Railroad Avenue & 16th Street LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec)	LOS	Delay (sec)	LOS
2007 Existing	15.7	B	17.0	B
2015 Background	16.7	B	18.5	B
2015 Total	24.4	C	51.1	D
2030 Background	20.9	C	45.7	D
2030 Total*	27.9	C	41.9	D

* Analysis includes a separate northbound right turn lane

Whiteriver Avenue & 16th Street

The existing intersection of Whiteriver Avenue and 16th Street operates with stop control along the eastbound and westbound approaches of 16th Street. From site observations and existing counts, 16th Street carries more traffic than Whiteriver Avenue. Based on this, it is believed that the two-way stop control should be placed on the northbound and southbound approaches. This would allow free flowing traffic along 16th Street, which would be optimal due to the close proximity of the Railroad Avenue and 16th Street signalized intersection. In the future as traffic volumes are anticipated to grow, the need for the change in stop-control is more pronounced. Therefore, the City of Rifle should consider making this stop control modification. If this stop control modification is implemented, additional signs will be needed to warn motorists of the change in control on the northbound and southbound approaches to the intersection. These may include "Cross Traffic Does Not Stop", "Stop Ahead", and flags above the new stop signs. To provide a complete analysis, the existing control condition and the suggested stop control modification were both modeled. This intersection is anticipated to operate at acceptable level of service on all approaches during both the AM and PM peak hours throughout the short term 2015 horizon year prior to the addition of project traffic. With the addition of project traffic in the short term 2015 horizon year, it is recommended that one of two improvements be constructed. The first option is that 16th Street be designated as the major street with left turn lanes constructed on all four approaches. The second option is that a traffic signal be installed (which would require no changes to the existing lanes at the intersection). Both of these options provide acceptable level of service in 2015 with the addition of project traffic.

In the long term 2030 horizon year prior to the addition of project traffic, the westbound approach is anticipated to operate at LOS F during both the AM and PM peak hours and the eastbound approach is expected to operate at LOS F during the PM peak hour. This illustrates the desire and need to modify the stop control, designating 16th Street as the major street. With the addition of project traffic in the long term 2030 horizon year and north/south stop control, left turn lanes on all four approaches, and two through lanes on 16th Street, the intersection is anticipated to operate acceptably. Otherwise, a traffic signal with the existing lanes would also provide acceptable level of service. Table 9 provides the results of the level of service.

Table 9 – Whiteriver Avenue & 16th Street LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec)	LOS	Delay (sec)	LOS
2007 Existing				
Northbound Approach	7.4	A	7.5	A
Southbound Approach	7.4	A	7.5	A
Westbound Approach	14.6	B	13.0	B
Eastbound Approach	12.4	B	15.5	C
2007 Existing E/W Major Street				
Northbound Approach	12.7	B	14.0	B
Southbound Approach	13.8	B	14.3	B
Westbound Approach	7.5	A	7.7	A
Eastbound Approach	7.7	A	7.6	A
2015 Background				
Northbound Approach	7.5	A	7.5	A
Southbound Approach	7.5	A	7.6	A
Westbound Approach	19.1	C	15.4	C
Eastbound Approach	14.2	B	21.0	C
2015 Background E/W Major Street				
Northbound Approach	14.8	B	17.1	C
Southbound Approach	16.7	C	18.1	C
Westbound Approach	7.5	A	7.6	A
Eastbound Approach	7.8	A	7.8	A
2015 Total *				
E/W Major Street				
Northbound Approach	14.9	B	19.8	C
Southbound Approach	17.2	C	30.3	D
Westbound Approach	7.8	A	8.5	A
Eastbound Approach	8.2	A	8.1	A
2015 Total **	20.2	C	22.4	C
2030 Background				
Northbound Approach	7.6	A	7.7	A
Southbound Approach	7.6	A	7.8	A
Westbound Approach	94.9	F	58.9	F
Eastbound Approach	28.3	D	145.4	F
2030 Total ***				
E/W Major Street				
Northbound Approach	14.4	B	27.0	C
Southbound Approach	16.6	C	30.1	C
Westbound Approach	7.7	A	8.9	A
Eastbound Approach	8.6	A	8.4	A
2030 Total**	24.2	C	28.5	C

* Analysis Includes Left Turn Lanes on Each Approach

** Analysis includes signalization

*** Analysis includes Left Turn Lanes on Each Approach and Two Through Lanes along 16th Street

6.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the analysis presented in this report, Kimley-Horn believes the proposed Farm at Rifle development will be successfully incorporated into the roadway network. The proposed project development and expected traffic volumes resulted in the following recommendations:

- It is recommended that traffic volumes at the intersection of US 6 with Mile Pond Road be monitored for the long term 2030 horizon year. It is possible that if traffic volume growth occurs as estimated, roadway improvements and/or signalization may be needed at this intersection.
- It is recommended that a separate northbound right turn lane be planned at the intersection of Railroad Avenue with 16th Street to accommodate anticipated traffic volumes by the long term 2030 horizon year.
- The existing intersection of Whiteriver Avenue and 16th Street operates with stop control along the eastbound and westbound approaches of 16th Street. From site observations and existing counts, 16th Street carries more traffic than Whiteriver Avenue. Based on this, it is believed that the two-way stop control should be placed on the northbound and southbound approaches. Therefore, the City of Rifle should consider making this stop control modification for existing traffic. If this stop control modification is implemented, additional signs will be needed to warn motorists of the change in control on the northbound and southbound approaches to the intersection. These may include "Cross Traffic Does Not Stop", "Stop Ahead", and flags above the new stop signs. With the addition of project traffic in the short term 2015 horizon year, it is recommended that one of two improvements be constructed. The first option is that 16th Street be designated as the major street with left turn lanes constructed on all four approaches. The second option is that a traffic signal be installed (which would require no changes to the existing lanes at the intersection).

- All on-site and off-site signing and striping improvements should be incorporated into the Civil Drawings, and conform to City of Rifle and CDOT standards, as well as the Manual on Uniform Traffic Control Devices - 2003 Edition (MUTCD).

APPENDICES



APPENDIX A

Conceptual Site Plan



The Farm



Planned Unit Development Concept Plan
and
Subdivision Sketch Plan

APPENDIX B

Intersection Count Sheets

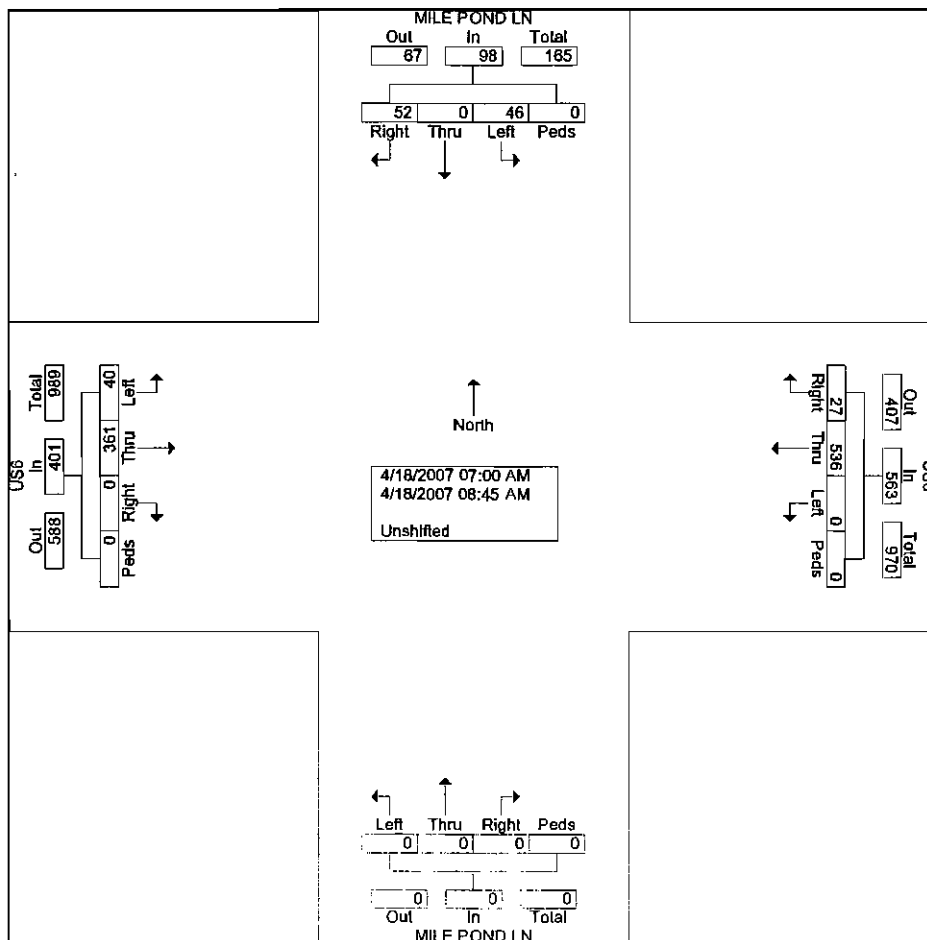


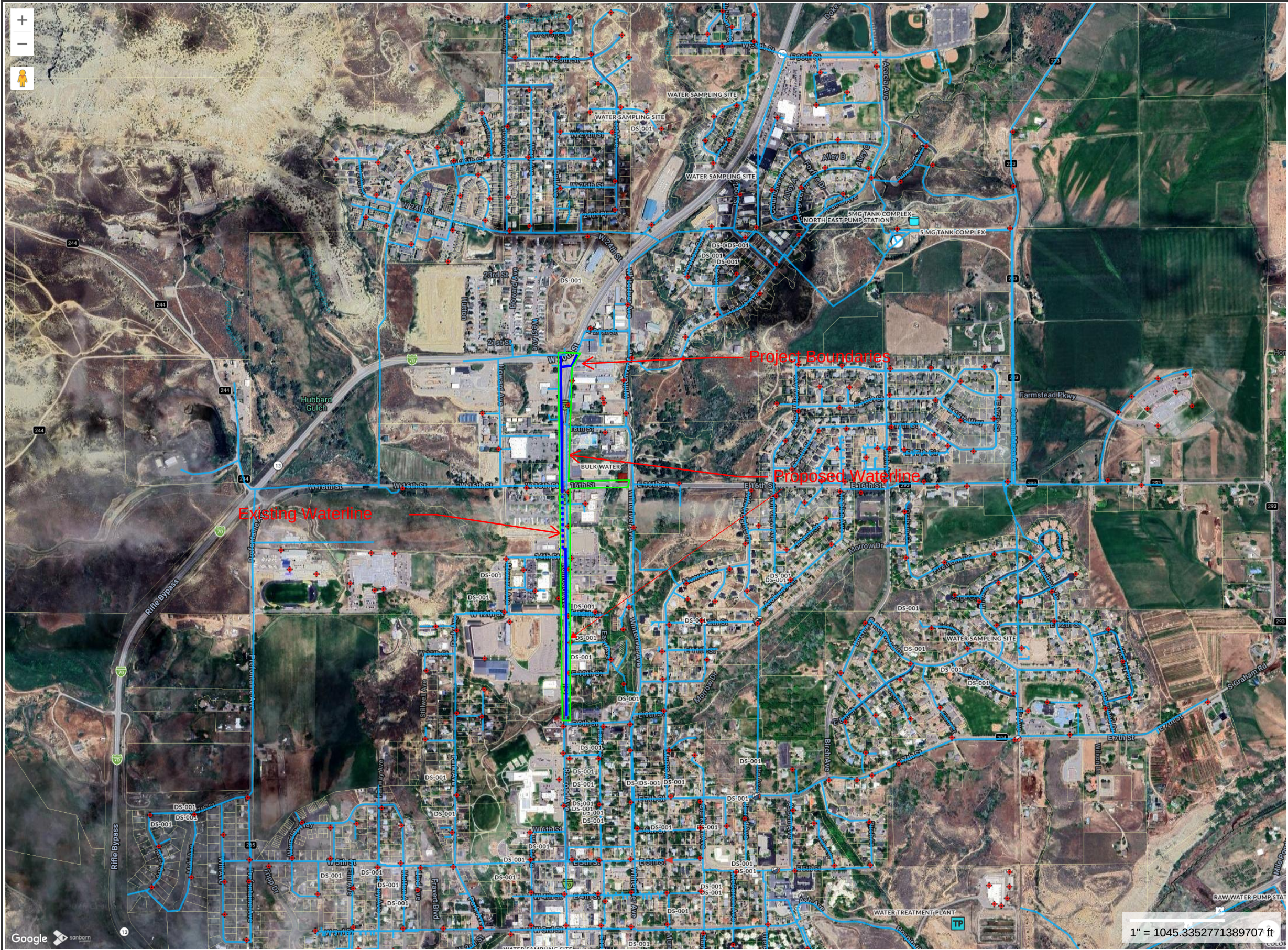
All Traffic Data Services, Inc.
9660 W. 44th Ave.
Wheat Ridge, CO 80033

File Name : MILEPOND&US6AM
Site Code : 00000000
Start Date : 4/18/2007
Page No : 1

Groups Printed- Unshifted

Start Time	MILE POND LN Southbound				US6 Westbound				MILE POND LN Northbound				US6 Eastbound				Int. Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
07:00 AM	11	0	7	0	0	40	2	0	0	0	0	0	3	56	0	0	119
07:15 AM	7	0	3	0	0	66	2	0	0	0	0	0	6	62	0	0	146
07:30 AM	6	0	7	0	0	69	3	0	0	0	0	0	6	41	0	0	132
07:45 AM	11	0	9	0	0	90	7	0	0	0	0	0	3	39	0	0	159
Total	35	0	26	0	0	265	14	0	0	0	0	0	18	198	0	0	556
08:00 AM	2	0	11	0	0	71	7	0	0	0	0	0	4	51	0	0	146
08:15 AM	3	0	9	0	0	77	3	0	0	0	0	0	5	36	0	0	133
08:30 AM	3	0	4	0	0	59	1	0	0	0	0	0	4	42	0	0	113
08:45 AM	3	0	2	0	0	64	2	0	0	0	0	0	9	34	0	0	114
Total	11	0	26	0	0	271	13	0	0	0	0	0	22	163	0	0	506
Grand Total	46	0	52	0	0	536	27	0	0	0	0	0	40	361	0	0	1062
Apprch %	46.9	0	53.1	0	0	95.2	4.8	0	0	0	0	0	10	90	0	0	
Total %	4.3	0	4.9	0	0	50.5	2.5	0	0	0	0	0	3.8	34	0	0	





MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

The City of Rifle Colorado makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 05/25

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

ENGINEERING



TO: Patrick Waller
FROM: Craig Spaulding
DATE: April 27, 2026
RE: Award to Colorado River Engineering for Design of Railroad Avenue from 9th Street to Highway 13

The purpose of the following memo is to recommend award for the Design of Railroad Avenue from 9th Street to Highway 13.

The asphalt roadway on Railroad Avenue from 9th Street to Highway 13 is due for replacement and is scheduled for 2027 along with improvements to 16th Street and the 16th Street lane configuration. There is also a need to investigate the condition of the sewer system in this corridor as it is antiquated pipe and has had history of backups. The waterlines in this area range from 1940's installation to 2018 so there are portions of waterline that will be replaced as well during the construction of the project.

The project is scheduled to begin in 2027. Due to its size it will likely be phased. The delineation of the phases will be determined by the utility replacement needs.

The final design will include a northbound right turn lane at 16th Street and Railroad Avenue, updated utilities, and a new roadway surface.

**Procurement and Grant Reporting
City of Rifle**

202 Railroad Avenue, Rifle, CO 8165
970-665-6412

MEMORANDUM



TO: Honorable Mayor and City Council Members

CC: Patrick Waller, City Manager and Craig Spaulding
Civil Engineer

FROM: Iris Trevisano, Procurement and Grant Reporting

DATE: April 1, 2026

SUBJECT: **Recommendation 03032026921 - Railroad Avenue 9th St to
HWY 13 Design**

Background

Railroad Avenue 9th St to HWY 13 proposal is requesting the design of Railroad Avenue roadway surface is in need of rehabilitation. Prior to the investment it is important that the underground utilities are upgraded appropriately.

Procurement

In accordance with our procurement code, we issued a Request for Proposal (RFP) for these services, which was posted on the Rocky Mountain e-purchasing system- bidnet direct website. An mandatory pre-bid meeting was held that was attended by seven consultants. At the close of the submission period, we received three proposals. A selection committee was established to evaluate and score the proposals. Their proposals were assessed on several criteria, including qualifications, relevant experience, design approach, proposed timeline, and cost. Colorado River Engineering received a Local Preference under Code Sec. 4-3-210. for being in Rifle.

03032026921 - Railroad Avenue 9th St to HWY 13 Design

Committee Member	Colorado River Engineering	JVA, Inc.	*TRC Companies Inc.,
	\$ 231,500.00	\$ 244,800.00	\$ 189,662.00
1	96.00	95.00	94.00
2	96.00	93.00	95.00
3	97.65	97.25	81.25
Total	289.65	285.25	270.25
Average	96.55	95.08	90.08
Local Discount	3%		
99.4465			

JAV's Initial bid was \$189,800. Utility potholing is required for the project. The quote of \$55,000 was added to the bid.

TRC Companies Inc- "The lump sum excludes third-party fees and specialty investigations such as permit application fees, geotechnical borings and lab testing, SUE OL-A field verification beyond the base SUE scope, and agency review fees; these items will be shown separately billed items in the detailed attachment."

Recommendation

After a careful evaluation process, the selection committee recommends that City Council approve Colorado River Engineering to provide design services not to exceed \$231,500. Colorado River Engineering stood out for its qualified team, strong experience with previous projects.

Staff recommends awarding the contract to Colorado River Engineering for Railroad Avenue 9th St to HWY 13 Design in the amount of \$231,500.

Thank you,

Iris Trevisano
Procurement and Grant Reporting Manger



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Colorado River Engineering, Inc.	

2.	Vendor Address
	136 E. 3rd. Street
	Rifle, CO 81650

3.	For the Purchase of (description)
	Design Services
	Railroad Avenue 9th to Highway 13 Improvements

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$231,500	SIF \$191,500	

5.	Dept. Name	General Ledger Acct #
	Streets/Water	201-4313-400-320(\$167,582)/ 310-4333-400-738 (\$63,918)

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

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	x Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	Single Source (attach an explanation)

8.	Authorization Required
	x City Manager
	x City Council

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



Agenda Item #10.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 03/27/2026.

Notification Requirements:

None

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 04.01.2026 Report to City Manager
2. OPEN AI SUED FOR UNAUTHORIZED PRACTICE OF LAW
3. FinanceCMReport_2026
4. RifleCO_SalesTaxReport_3.25.26
5. 2026 February Traveler Forecast Report

WORK REPORT TO CITY MANAGER

04.01.2026

PIO

- Attended AI 101 for Human Services Leaders – What AI is, what it isn't, and how it's already showing up in eligibility, case management, and client communications.
- Attended Garfield County PIO meeting. We have already been helping out with the zebra mussel awareness campaign which is really important now that they have been detected in numerous bodies of water here on the western slope.

COURT

- The court handled 63 adult cases on the March 18 court date. We also held 03 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.
- Attended AI Solutions for Courts to Address Digital Divide presented by the National Center for State Courts. It was nice because it focused on rural courts and the problems faced by smaller courts where we tend to have smaller staffs and more individuals wearing multiple hats.
- Earlier this month, an insurance company sued Open AI for unauthorized practice of law. And so it begins! I've attached an article on the suit for anyone who's interested.



Hire

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Legal.io

Mar 06, 2026

OpenAI Sued for Unauthorized Practice of Law via ChatGPT

Nippon Life's landmark lawsuit against OpenAI alleges ChatGPT acted as an unlicensed attorney.

Key points:

- Nippon Life Insurance Company of America has sued OpenAI in federal court, alleging ChatGPT engaged in the unauthorized practice of law by helping a former disability claimant reopen a settled case and file dozens of meritless motions.
- The lawsuit — believed to be one of the first to accuse a major AI developer of unlicensed legal practice through a consumer chatbot — seeks \$300,000 in compensatory damages and \$10 million in punitive damages.
- The case arrives as New York legislators advance a bill that would bar AI chatbots from posing as licensed professionals and give affected users a private right of action against AI platforms.

A Chicago federal court is now the stage for what legal observers are calling a landmark test of artificial intelligence's boundaries in the practice of law. Nippon Life Insurance Company of America filed suit on March 4 against OpenAI Foundation and OpenAI Group PBC, alleging that ChatGPT functioned as an unlicensed attorney when it guided a former disability claimant through a series of legal maneuvers after her case had been settled and dismissed with prejudice.

According to the complaint filed in the U.S. District Court for the Northern District of Illinois, the claimant — Graciela Dela Torre, an employee of a logistics firm insured through Nippon — uploaded correspondence from her former lawyer into

[Privacy](#) - [Terms](#)

ChatGPT in 2024. The chatbot allegedly validated her concerns, encouraged her to fire her attorney, and helped her pursue reopening a case that had already been resolved. After a judge denied that bid in February 2025, ChatGPT is alleged to have drafted a new lawsuit and dozens of subsequent motions and notices that Nippon contends had "no legitimate legal or procedural purpose."

The insurer's claims include tortious interference with contract, abuse of process, and — most notably — violation of Illinois's unauthorized practice of law statute. "ChatGPT is not an attorney," the complaint states bluntly, adding that despite OpenAI's widely publicized demonstrations of ChatGPT passing bar examinations, the platform "has not been admitted to practice law in the State of Illinois or in any other jurisdiction within the United States." OpenAI responded that "this complaint lacks any merit whatsoever."

The lawsuit marks a significant escalation in AI-related legal liability. Prior litigation against AI companies has largely centered on copyright, privacy, and defamation claims. A lawsuit targeting an AI developer for the unauthorized practice of law through a consumer-facing product breaks new ground, raising questions that bar associations and courts have only begun to address: at what point does an AI tool cross from providing information into providing legal counsel?

The timing is notable. A **bill advancing through New York's legislature** would explicitly prohibit AI chatbots from giving substantive legal advice — or advice in any other licensed profession — and would create a private right of action for users harmed by such conduct. The bill's sponsor, State Senator Kristen Gonzalez, noted that current law contains no explicit prohibition on a large language model representing itself as a lawyer and dispensing legal advice accordingly. The measure, which cleared the Senate's Internet and Technology Committee in February, would also prevent platforms from shielding themselves behind a disclosure that users are interacting with a "non-human chatbot."

For legal departments and law firms, the case reinforces a familiar but urgent message. Courts have already sanctioned lawyers for submitting AI-generated briefs containing hallucinated citations; now the liability exposure extends upstream to the developers of the tools themselves. OpenAI amended its usage policies in October 2024 to bar users from seeking legal advice via the platform — a change Nippon argues came too late and underscores that the risks were foreseeable. Whether that policy change will carry legal weight is among the questions the Northern District of Illinois may ultimately have to answer.

The case is *Nippon Life Insurance Company of America v. OpenAI Foundation and OpenAI Group PBC*, No. 1:26-cv-02448 (N.D. Ill.).

Finance Department
Report to City Manager

Upcoming/In Process Projects					
Priority	Status	Project/Work Description	Notes	Est. Start Date	Est. Completion Date
1	In Process	2025 Year End Close	In Process	1/1/2026	4/10/2026
2	In Process	2025 Audit - Interim Field Work	Submitted data to auditors	1/15/2026	4/1/2026
3	In Process	SVOG Grant Monitoring & Close Out Reporting	Submitting Final Close out Documents	3/9/2026	3/13/2026
5	Scheduled	2025 Audit - Final Field Work	Auditors on site 3/13/2026 - 3/17/2026	4/13/2026	4/17/2026
		2025 Audit - Financial Statement & Footnote			
6	Scheduled	Preparation		4/20/2026	6/15/2026
		2025 Audit - Financial Statement & Footnote Draft			
7	Scheduled	Review		6/15/2026	6/26/2026
8	Scheduled	2025 Audit Presentation to Council		7/15/2026	7/15/2026
9	Scheduled	2025 Audit Submission to DOLA		7/15/2026	7/31/2027
17	Scheduled	Archive Caselle Advantage 2026 Budget Data			6/30/2026
		AP Approval/Submission Process - Paperless	Project on hold - Caselle Department Work		
18	In Process	Conversion	Flow Revision Needed	1/1/2025	6/30/2026
19	Scheduled	Highway User Trust Fund Reporting (HUTF)		6/1/2026	6/30/2026
		CRVCC Workshop Series - Sales & Use Tax	Giving Presentation to attendees on general		
20	Scheduled	Presentation @ 5:30 - 7:00PM (Library)	sales & use tax topics	5/13/2026	5/13/2026
Recently Completed Projects					
Priority	Status	Project/Work Description	Notes	Est. Start Date	Completion Date
N/A	Completed	2025 Q4 Quarterly Close		1/1/2026	2/28/2026
N/A	Completed	2026 Budget Document Compilation		1/1/2026	1/30/2026
N/A	Completed	2026 Budget Document Submission to DOLA		1/31/2026	1/31/2026
N/A	Completed	State of Colorado Opioid Reporting (COST)		2/1/2026	2/13/2026
N/A	Completed	SLFRF Close Out Reporting to Treasury		2/1/2026	2/13/2026
N/A	Completed	SAM UEI Renewal		2/23/2026	2/23/2026
N/A	Completed	State of Colorado - Annual CTF Certification		1/1/2026	1/1/2026
		State of Colorado - Annual CTF Cost Reporting		3/30/2026	3/31/2026

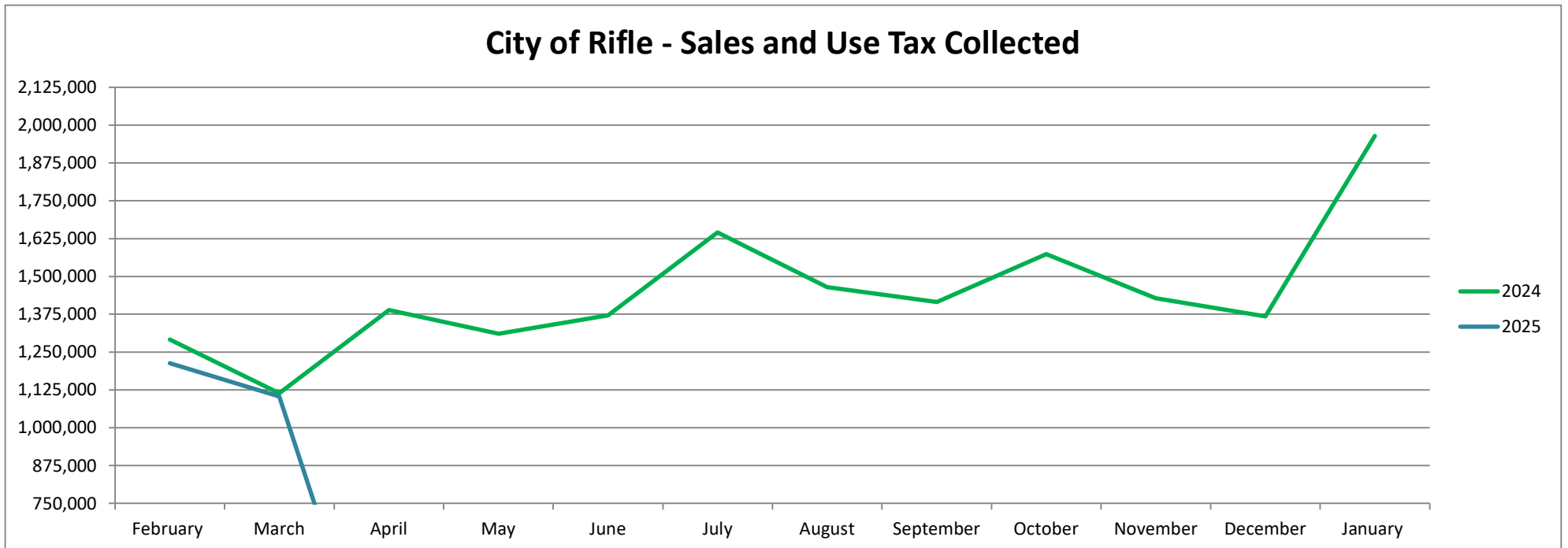
City of Rifle																
Sales Tax - 2026																
Prior Year Comparison																
	February Collections (for January Sales)				March Collections (for February Sales)				April Collections (for March Sales)				May Collections (for April Sales)			
City Business	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff
BARS & RESTAURANTS	\$ 105,726.20	\$ 91,967.76	\$ 13,758.44	14.96%	\$ 92,004.06	\$ 99,023.87	\$ (7,019.81)	-7.09%	\$ 108,196.19	\$ (108,196.19)	-100.00%		\$ 116,528.28	\$ (116,528.28)	-100.00%	
RETAIL MARIJUANA	19,988.28	23,125.92	(3,137.64)	-13.57%	18,424.68	18,711.73	(287.05)	-1.53%	20,899.48	(20,899.48)	-100.00%		20,969.56	(20,969.56)	-100.00%	
UTILITIES	72,787.96	81,176.05	(8,388.09)	-10.33%	15,332.65	53,367.80	(38,035.15)	-71.27%	63,718.23	(63,718.23)	-100.00%		51,568.26	(51,568.26)	-100.00%	
USE TAX/OTHER MISC	41,340.38	30,843.84	10,496.54	34.03%	36,611.90	43,528.66	(6,916.76)	-15.89%	49,172.34	(49,172.34)	-100.00%		45,839.70	(45,839.70)	-100.00%	
OIL & GAS	21,242.08	21,172.80	69.28	0.33%	15,831.80	17,875.63	(2,043.83)	-11.43%	21,246.37	(21,246.37)	-100.00%		21,238.17	(21,238.17)	-100.00%	
LODGING	30,215.00	32,213.30	(1,998.30)	-6.20%	27,668.24	28,454.58	(786.34)	-2.76%	47,233.75	(47,233.75)	-100.00%		37,472.05	(37,472.05)	-100.00%	
LIQUOR STORES	18,743.25	9,566.33	9,176.92	95.93%	34,465.36	23,729.95	10,735.41	45.24%	25,551.63	(25,551.63)	-100.00%		25,335.85	(25,335.85)	-100.00%	
HVAC	649.36	681.03	(31.67)	-4.65%	176.45	888.99	(712.54)	-80.15%	888.49	(888.49)	-100.00%		781.26	(781.26)	-100.00%	
HARDWARE	18,169.96	15,611.53	2,558.43	16.39%	14,177.97	18,402.85	(4,224.88)	-22.96%	31,578.09	(31,578.09)	-100.00%		20,432.52	(20,432.52)	-100.00%	
GENERAL RETAIL	451,438.19	497,600.08	(46,161.89)	-9.28%	437,315.52	414,312.37	23,003.15	5.55%	582,594.76	(582,594.76)	-100.00%		495,633.20	(495,633.20)	-100.00%	
FOOD	195,260.52	182,095.84	13,164.68	7.23%	196,895.00	186,076.80	10,818.20	5.81%	193,731.92	(193,731.92)	-100.00%		211,139.40	(211,139.40)	-100.00%	
EXCISE	982.97	2,192.76	(1,209.79)	-55.17%	930.69	2,125.72	(1,195.03)	-56.22%	2,204.08	(2,204.08)	-100.00%		1,724.20	(1,724.20)	-100.00%	
CONTRACTOR	779.22	2,351.79	(1,572.57)	-66.87%	674.55	646.45	28.10	4.35%	1,464.11	(1,464.11)	-100.00%		2,134.06	(2,134.06)	-100.00%	
CAR PARTS & SALES	66,777.87	48,989.27	17,788.60	36.31%	74,809.91	62,435.75	12,374.16	19.82%	64,370.15	(64,370.15)	-100.00%		70,764.73	(70,764.73)	-100.00%	
SUTS (CO SALES & USE TAX SYSTEM)	32,610.46	19,048.69	13,561.77	71.20%	20,115.42	18,422.77	1,692.65	9.19%	22,722.01	(22,722.01)	-100.00%		30,377.81	(30,377.81)	-100.00%	
Total MuniRev	\$ 1,076,711.70	\$ 1,058,636.99	\$ 18,074.71	1.71%	\$ 985,434.20	\$ 988,003.92	\$ (2,569.72)	-0.26%	\$ -	\$ 1,235,571.60	\$ (1,235,571.60)	-100.00%	\$ -	\$ 1,151,939.05	\$ (1,151,939.05)	-100.00%
BUILDING USE TAX (Month Collected)	39,631.30	45,876.62	(6,245.32)	-13.61%	15,600.16	22,317.13	(6,716.97)	-30.10%	63,513.28	(63,513.28)	-100.00%		28,344.12	(28,344.12)	-100.00%	
MOTOR VEHICLE USE TAX (Month Collected)	96,531.16	187,369.49	(90,838.33)	-48.48%	102,367.28	103,787.99	(1,420.71)	-1.37%	89,991.54	(89,991.54)	-100.00%		130,001.86	(130,001.86)	-100.00%	
Grand Total	\$ 1,212,874.16	\$ 1,291,883.10	\$ (79,008.94)	-6.12%	\$ 1,103,401.64	\$ 1,114,109.04	\$ (10,707.40)	-0.96%	\$ -	\$ 1,389,076.42	\$ (1,389,076.42)	-100.00%	\$ -	\$ 1,310,285.03	\$ (1,310,285.03)	-100.00%

	June Collections (for May Sales)				July Collections (for June Sales)				August Collections (for July Sales)				September Collections (for August Sales)			
City Business	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff
BARS & RESTAURANTS		\$ 120,472.72	\$ (120,472.72)	-100.00%		\$ 115,701.76	\$ (115,701.76)	-100.00%		\$ 113,786.11	\$ (113,786.11)	-100.00%		\$ 123,116.95	\$ (123,116.95)	-100.00%
RETAIL MARIJUANA		22,841.64	(22,841.64)	-100.00%		21,901.43	(21,901.43)	-100.00%		23,256.06	(23,256.06)	-100.00%		21,857.53	(21,857.53)	-100.00%
UTILITIES		48,779.23	(48,779.23)	-100.00%		52,546.99	(52,546.99)	-100.00%		55,014.76	(55,014.76)	-100.00%		55,363.21	(55,363.21)	-100.00%
USE TAX/OTHER MISC		31,358.16	(31,358.16)	-100.00%		39,033.03	(39,033.03)	-100.00%		37,091.49	(37,091.49)	-100.00%		34,278.46	(34,278.46)	-100.00%
OIL & GAS		15,868.03	(15,868.03)	-100.00%		25,288.64	(25,288.64)	-100.00%		24,724.23	(24,724.23)	-100.00%		22,630.44	(22,630.44)	-100.00%
LODGING		53,937.90	(53,937.90)	-100.00%		64,535.93	(64,535.93)	-100.00%		72,184.50	(72,184.50)	-100.00%		73,266.56	(73,266.56)	-100.00%
LIQUOR STORES		30,625.56	(30,625.56)	-100.00%		20,191.81	(20,191.81)	-100.00%		35,142.94	(35,142.94)	-100.00%		25,119.96	(25,119.96)	-100.00%
HVAC		2,377.21	(2,377.21)	-100.00%		1,812.65	(1,812.65)	-100.00%		895.15	(895.15)	-100.00%		711.07	(711.07)	-100.00%
HARDWARE		21,939.48	(21,939.48)	-100.00%		31,473.27	(31,473.27)	-100.00%		26,998.39	(26,998.39)	-100.00%		22,604.29	(22,604.29)	-100.00%
GENERAL RETAIL		548,576.59	(548,576.59)	-100.00%		675,981.84	(675,981.84)	-100.00%		532,535.72	(532,535.72)	-100.00%		536,680.84	(536,680.84)	-100.00%
FOOD		211,392.43	(211,392.43)	-100.00%		213,766.89	(213,766.89)	-100.00%		211,389.75	(211,389.75)	-100.00%		206,724.22	(206,724.22)	-100.00%
EXCISE		2,599.85	(2,599.85)	-100.00%		1,550.71	(1,550.71)	-100.00%		1,883.42	(1,883.42)	-100.00%		2,403.63	(2,403.63)	-100.00%
CONTRACTOR		883.84	(883.84)	-100.00%		1,896.73	(1,896.73)	-100.00%		1,321.04	(1,321.04)	-100.00%		743.76	(743.76)	-100.00%
CAR PARTS & SALES		84,880.08	(84,880.08)	-100.00%		75,543.11	(75,543.11)	-100.00%		77,504.53	(77,504.53)	-100.00%		79,954.75	(79,954.75)	-100.00%
SUTS (CO SALES & USE TAX SYSTEM)		26,186.50	(26,186.50)	-100.00%		150,984.02	(150,984.02)	-100.00%		26,538.84	(26,538.84)	-100.00%		65,920.44	(65,920.44)	-100.00%
Total MuniRev	\$ -	\$ 1,222,719.22	\$ (1,222,719.22)	-100.00%	\$ -	\$ 1,492,208.81	\$ (1,492,208.81)	-100.00%	\$ -	\$ 1,240,266.93	\$ (1,240,266.93)	-100.00%	\$ -	\$ 1,271,376.11	\$ (1,271,376.11)	-100.00%
BUILDING USE TAX (Month Collected)		22,451.42	(22,451.42)	-100.00%		11,584.25	(11,584.25)	-100.00%		91,334.01	(91,334.01)	-100.00%		29,041.26	(29,041.26)	-100.00%
MOTOR VEHICLE USE TAX (Month Collected)		126,393.92	(126,393.92)	-100.00%		142,107.73	(142,107.73)	-100.00%		132,440.91	(132,440.91)	-100.00%		115,443.14	(115,443.14)	-100.00%
Grand Total	\$ -	\$ 1,371,564.56	\$ (1,371,564.56)	-100.00%	\$ -	\$ 1,645,900.79	\$ (1,645,900.79)	-100.00%	\$ -	\$ 1,464,041.85	\$ (1,464,041.85)	-100.00%	\$ -	\$ 1,415,860.51	\$ (1,415,860.51)	-100.00%

	October Collections (for September Sales)				November Collections (for October Sales)				December Collections (for November Sales)				January Collections (for December Sales)			
City Business	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff
BARS & RESTAURANTS		\$ 122,783.60	\$ (122,783.60)	-100.00%		\$ 102,008.01	\$ (102,008.01)	-100.00%		\$ 106,143.97	\$ (106,143.97)	-100.00%		\$ 106,409.41	\$ (106,409.41)	-100.00%
RETAIL MARIJUANA		22,034.03	(22,034.03)	-100.00%		22,210.84	(22,210.84)	-100.00%		21,654.64	(21,654.64)	-100.00%		21,123.60	(21,123.60)	-100.00%
UTILITIES		56,046.34	(56,046.34)	-100.00%		49,678.87	(49,678.87)	-100.00%		46,590.99	(46,590.99)	-100.00%		70,334.32	(70,334.32)	-100.00%
USE TAX/OTHER MISC		55,073.95	(55,073.95)	-100.00%		38,562.29	(38,562.29)	-100.00%		33,597.66	(33,597.66)	-100.00%		54,221.08	(54,221.08)	-100.00%
OIL & GAS		21,532.04	(21,532.04)	-100.00%		24,361.33	(24,361.33)	-100.00%		16,452.24	(16,452.24)	-100.00%		15,026.88	(15,026.88)	-100.00%
LODGING		58,919.41	(58,919.41)	-100.00%		52,167.92	(52,167.92)	-100.00%		32,519.74	(32,519.74)	-100.00%		34,429.63	(34,429.63)	-100.00%
LIQUOR STORES		23,019.60	(23,019.60)	-100.00%		46,905.25	(46,905.25)	-100.00%		31,824.40	(31,824.40)	-100.00%		26,564.30	(26,564.30)	-100.00%
HVAC		716.38	(716.38)	-100.00%		758.85	(758.85)	-100.00%		376.29	(376.29)	-100.00%		712.78	(712.78)	-100.00%
HARDWARE		39,659.31	(39,659.31)	-100.00%		17,633.50	(17,633.50)	-100.00%		21,722.71	(21,722.71)	-100.00%		68,915.11	(68,915.11)	-100.00%
GENERAL RETAIL		644,027.14	(644,027.14)	-100.00%		585,218.08	(585,218.08)	-100.00%		594,295.12	(594,295.12)	-100.00%		891,871.18	(891,871.18)	-100.00%
FOOD		210,883.67	(210,883.67)	-100.00%		194,204.79	(194,204.79)	-100.00%		201,800.94	(201,800.94)	-100.00%		345,463.24	(345,463.24)	-100.00%
EXCISE		348.56	(348.56)	-100.00%		1,583.26	(1,583.26)	-100.00%		1,583.64	(1,583.64)	-100.00%		649.72	(649.72)	-100.00%
CONTRACTOR		2,533.09	(2,533.09)	-100.00%		5,267.26	(5,267.26)	-100.00%		9,121.66	(9,121.66)	-100.00%		4,279.06	(4,279.06)	-100.00%
CAR PARTS & SALES		92,785.46	(92,785.46)	-100.00%		92,082.79	(92,082.79)	-100.00%		94,387.80	(94,387.80)	-100.00%		101,373.11	(101,373.11)	-100.00%
SUTS (CO SALES & USE TAX SYSTEM)		32,641.67	(32,641.67)	-100.00%		30,782.09	(30,782.09)	-100.00%		35,102.57	(35,102.57)	-100.00%		44,527.47	(44,527.47)	-100.00%
Total MuniRev	\$ -	\$ 1,383,004.25	\$ (1,383,004.25)	-100.00%	\$ -	\$ 1,263,425.13	\$ (1,263,425.13)	-100.00%	\$ -	\$ 1,247,174.37	\$ (1,247,174.37)	-100.00%	\$ -	\$ 1,785,900.89	\$ (1,741,373.42)	-97.51%
BUILDING USE TAX (Month Collected)		32,745.77	(32,745.77)	-100.00%		13,216.07	(13,216.07)	-100.00%		20,368.36	(20,368.36)	-100.00%		40,037.40	(40,037.40)	-100.00%
MOTOR VEHICLE USE TAX (Month Collected)		157,510.20	(157,510.20)	-100.00%		151,659.96	(151,659.96)	-100.00%		100,990.22	(100,990.22)	-100.00%		138,011.62	(138,011.62)	-100.00%
Grand Total	\$ -	\$ 1,573,260.22	\$ (1,573,260.22)	-100.00%	\$ -	\$ 1,428,301.16	\$ (1,428,301.16)	-100.00%	\$ -	\$ 1,368,532.95	\$ (1,368,532.95)	-100.00%	\$ -	\$ 1,963,949.91	\$ (1,919,422.44)	-97.73%

	ANNUAL TOTAL COLLECTIONS			
City Business	Total Amount 2026	Total Amount 2025	\$ Diff	% Diff
BARS & RESTAURANTS	\$ 197,730.26	\$ 190,991.63	\$ 6,738.63	3.53%
RETAIL MARIJUANA	\$ 38,412.96	\$ 41,837.65	\$ (3,424.69)	-8.19%
UTILITIES	\$ 88,120.61	\$ 134,543.85	\$ (46,423.24)	-34.50%
USE TAX/OTHER MISC	\$ 77,952.28	\$ 74,372.50	\$ 3,579.78	4.81%
OIL & GAS	\$ 37,073.88	\$ 39,048.43	\$ (1,974.55)	-5.06%
LODGING	\$ 57,883.24	\$ 60,667.88	\$ (2,784.64)	-4.59%
LIQUOR STORES	\$ 53,208.61	\$ 33,296.28	\$ 19,912.33	59.80%
HVAC	\$ 825.81	\$ 1,570.02	\$ (744.21)	-47.40%
HARDWARE	\$ 32,347.93	\$ 34,014.38	\$ (1,666.45)	-4.90%
GENERAL RETAIL	\$ 888,753.71	\$ 911,912.45	\$ (23,158.74)	-2.54%
FOOD	\$ 392,155.52	\$ 368,172.64	\$ 23,982.88	6.51%
EXCISE	\$ 1,913.66	\$ 4,318.48	\$ (2,404.82)	-55.69%
CONTRACTOR	\$ 1,453.77	\$ 2,998.24	\$ (1,544.47)	-51.51%
CAR PARTS & SALES	\$ 141,587.78	\$ 111,425.02	\$ 30,162.76	27.07%
SUTS (CO SALES & USE TAX SYSTEM)	\$ 52,725.88	\$ 37,471.46	\$ 15,254.42	40.71%
Total MuniRev	\$ 2,062,145.90	\$ 2,046,640.91	\$ 15,504.99	0.76%
BUILDING USE TAX (Month Collected)	\$ 55,231.46	\$ 68,193.75	\$ (12,962.29)	-19.01%
MOTOR VEHICLE USE TAX (Month Collected)	\$ 198,898.44	\$ 291,157.48	\$ (92,259.04)	-31.69%
Grand Total	\$ 2,316,275.80	\$ 2,405,992.14	\$ (89,716.34)	-3.73%

Month	2026	2025	Month \$ Change	Month % Change	Year to Date % Change
February	\$ 1,212,874.16	\$ 1,291,883.10	\$ (79,008.94)	-6.12%	-6.12%
March	1,103,401.64	1,114,109.04	\$ (10,707.40)	-0.96%	-3.73%
April	-	1,389,076.42			
May	-	1,310,285.03			
June	-	1,371,564.56			
July	-	1,645,900.79			
August	-	1,464,041.85			
September	-	1,415,860.51			
October	-	1,573,260.22			
November	-	1,428,301.16			
December	-	1,368,532.95			
January	-	1,963,949.91			
TOTAL	\$ 2,316,275.80	\$ 17,336,765.54			





Garfield County Traveler Program



2026 Traveler Actual and Forecasted Service and Cost Monitoring Report



2026 Traveler Actual and Forecasted Service and Cost Monitoring Report

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February 2026 Summary

This is intended to be a Traveler year-to-date Actual and Forecasted Service and Cost monitoring report for the 2026 year. In general, forecasts made with fewer months' data may tend to be less accurate than those made with a greater number of months' data.

This report includes year-to-date data for the month of **February** 2026, so the numbers could change significantly over the course of the year for a wide variety of reasons. However, based on one-sixth of the year's data, a number of observations can be made, as follows:

1. **2026 One-Way Passenger Trips Forecast:** When year-to-date actuals thru February's one-way passenger trips are forecasted out to year-end by multiplying them by 6 for each jurisdiction, they could total approximately **15% less** than the total one-way passenger trips forecast that was budgeted in the 2026 7-Party MOU.
2. **2026 Loaded Miles Forecast:** Similarly, at year end, actual Loaded Miles could total approximately **25% less** than the forecast that was used to budget in the 2026 7-Party MOU.
3. **2026 Loaded Minutes Forecast:** Similarly, at year end, actual Loaded Minutes could total approximately **21% less** than the forecast that was used to budget in the 2026 7-Party MOU.
4. **Total 2026 Traveler Cost Forecast:** As of **February** 2026, the year-end forecast for actual costs is approximately **\$43,269 under** budget. However, one-way passenger trips, loaded miles, and loaded hours are being redistributed among the participating jurisdictions, and the net costs for Rifle and Silt are **increasing** by **\$1,942** and **\$6,955**, respectively, while the net costs for RFTA Jurisdictions and Garfield County are **decreasing** by **\$30,531** and **\$21,635**, respectively.
5. **Cost-Effectiveness:** If the current upward trend in one-way passenger trips, loaded miles, and loaded minutes, continues, the cost-effectiveness of the service would decline. The chart below, using two months' data to forecast out to year-end, indicates the following decrease in performance measures would occur:

Performance Measure	YTD Forecast	MOU Budget	\$ Variance	% Variance
Total Cost Per One-Way Psgr. Trip	\$ 76.82	\$ 68.98	\$ 7.85	11%
Total Cost Per Loaded Mile	\$ 17.83	\$ 14.08	\$ 3.75	27%
Total Cost Per Loaded Minute	\$ 4.55	\$ 3.78	\$ 0.77	20%

6. **Garfield County Cambro:** In February 2026, there were 28 Cambro deliveries. Using the estimated Garfield County cost per one-way passenger trip of \$98.94, February Cambro cost is \$2,770.32 and year-to-date is \$5,540.64.
7. **One-Way Passenger Trips:** The following chart is a year-over-year comparison of one-way passenger trips by jurisdiction thru February 2026.

Jurisdiction	Feb, 2025	Feb, 2026	Incr/(Decr)	YTD, 2025	YTD 2026	Incr/(Decr)
Carbondale	16	0	-16	28	0	-28
Glenwood Springs	321	270	-51	725	578	-147
New Castle	70	60	-10	142	99	-43
Silt	6	22	16	11	53	42
Rifle	356	402	46	762	779	17
Rural Garfield	162	120	-42	339	237	-102
Total	931	874	-57	2,007	1,746	-261

2026 Forecast - 2-2026: Year-To-Date and Annualized Cost and Service Data

		Pay Periods		26			
Line Item	Breakdown	2026 Budget	YTD Actual	Annualized	2026 Forecast	Variance	
03-10-0004-20100	Salaries Supervisor Ops Dpt		106,558	14,360.15	100,797	105,740	(818)
03-10-0011-20100	Salaries NonCDL Bus (FTYR) Ops Dpt		239,081	35,064.66	246,127	238,220	(861)
03-10-0012-20100	Salaries NonCDL Bus (PTYR) Ops Dpt		50,439	3,384.02	23,753	30,750	(19,689)
03-10-0015-20100	Salaries Transit Dispatch		73,300	10,062.75	70,633	73,220	(80)
03-10-0009-20100	Salaries Mechanics Mtn Dpt		51,100	5,895.72	35,374	42,450	(8,650)
03-10-0000-20105	Alternative Activity		2,350	-	-	2,350	-
03-10-0000-20110	Overtime Pay		10,820	-	-	-	3,670
03-10-0004-20110	Overtime Pay - Supervisors	2,500		329.49	2,313	2,450	
03-10-0011-20110	Overtime Pay - nonCDL FT	6,320		1,554.95	10,915	9,380	
03-10-0012-20110	Overtime Pay - nonCDL PT			-	-	-	
03-10-0015-20110	Overtime Pay - Transit Dispatch	2,000		422.66	2,967	2,660	
03-10-0000-20120	Bonus Pay		2,100	-	-	-	-
03-10-0004-20120	Bonus Pay	800		-	-	800	
03-10-0011-20127	Bonus Safety	900		-	-	900	
03-10-0015-20120	Bonus Pay	400		-	-	400	
03-10-0000-20130	Shift Pay		2,000	-	-	-	30
03-10-0011-20130	Shift Pay - CDL FT	2,000		232.75	1,634	2,030	
03-10-0012-20130	Shift Pay - nonCDL FT			-	-	-	
03-10-0004-20150	Separation Pay - Supervisor		-	-	-	-	-
03-10-0000-20190	Fringe Benefits Ops Dept	2,593	78,192	-	-	-	408
03-10-0004-20190	Fringe Benefits - Supervisor	18,221		2,650.99	18,608	19,490	
03-10-0011-20190	Fringe Benefits - nonCDL FT	40,884		5,524.14	38,775	41,700	
03-10-0012-20190	Fringe Benefits - nonCDL PT	3,959		329.39	2,312	3,880	
03-10-0015-20190	Fringe Benefits - Dispatch	12,535		1,693.65	11,888	13,530	
03-10-0000-20200	Health Insurance Ops Dept		90,653	-	-	-	(1,503)
03-10-0004-20200	Health Insurance - Supervisor	11,879		1,937.79	11,627	11,820	
03-10-0011-20200	Health Insurance - nonCDL FT	67,334		10,808.36	64,850	65,940	
03-10-0015-20200	Health Insurance - Dispatch	11,440		1,869.41	11,216	11,390	
Subtotal Compensation			706,593	96,120.88	653,789	679,100	(27,493)
03-11-0000-52000	Admin Overhead		42,440	7,073.32	42,440	42,440	-
03-11-0000-52200	Vehicle Insurance		8,330	-	-	8,330	-
03-11-0000-54200	Office Rental		21,130	3,521.66	21,130	21,130	-
03-11-0000-52360	Telephone/Communications		10,500	1,128.58	6,771	9,730	(770)
03-11-0000-52600	Staff Training		1,000	684.00	4,104	1,000	-
03-11-0000-52660	Travel		700	-	-	700	-
03-11-0000-53000	Office Supplies		700	-	-	700	-
03-11-0000-53200	Postage		500	-	-	500	-
Subtotal Admin			85,300	12,407.56	74,445	84,530	(770)
03-12-0000-52020	Repairs-Third pty sevices		32,470	2,808.90	16,853	21,070	(11,400)
03-12-0000-52021	Drug and Alcohol Testing		300	-	-	300	-
03-12-0000-52074	DOT Exams		800	120.00	720	800	-
03-12-0000-53713	Unleaded Fuel		9,700	1,733.48	10,401	10,401	701
03-12-0000-53714	Compressed Natural Gas		7,280	495.44	2,973	2,973	(4,307)
03-12-0000-52830	Software Support		14,980	-	-	14,980	-
Subtotal Operating			65,530	5,157.82	30,947	50,524	(15,006)
Total Budget / Forecast			857,423	113,686.26	759,181	814,154	(43,269)

Actual & Annualized Data by Jurisdiction	Loaded Miles		Loaded Minutes		Passengers	
2026-Forecast	YTD Actual	Annualized	YTD Actual	Annualized	YTD Actual	Annualized
Carbondale	-	-	-	-	-	-
Glenwood Springs	1,298	7,788	8,009	48,054	578	3,468
New Castle	1,568	9,408	4,105	24,630	99	594
Silt	147	882	763	4,578	53	318
Rifle	2,392	14,352	11,234	67,404	779	4,674
Rural Garfield	2,119	12,714	5,377	32,262	237	1,422
Total	7,524	45,144	29,488	176,928	1,746	10,476

Budgeted 2026 Traveler 7-Party MOU Service and Cost Data Compared with Traveler Year-to-Date Actual Service and Cost Data Forecasted to Year-End 2026

February 2026 Actual Data

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
		2026 Forecast One- Way Passenger Trips	MOU Est. One-Way Passenger Trips	Forecast - MOU Vari +/-	2026 Forecast Loaded Miles	MOU Est. Loaded Miles	Forecast - MOU Vari +/-	2026 Forecast Loaded Minutes	MOU Est. Loaded Minutes	Forecast - MOU Vari +/-	2026 Est. Forecast Fully Allocated Cost	Est. MOU Fully Allocated Cost	Forecast - MOU Vari +/-	2026 Est. Forecast Allocation of County Contribution, Grants & Program Income	Est. MOU Allocation of County Contribution, Grants & Program Income	Forecast - MOU Vari +/-	2026 Est. Forecast Net Respons for Each Municipality	MOU Est. Net Respons for Each Municipality	2026 Forecast to MOU Vari +/-	2026 Forecast Municipal Cost Only Per Trip	2026 Forecast Total Alloc. Cost Per Trip
1	Carbondale	-	180	(180)	-	2,520	(2,520)	-	5,680	(5,680)	\$ -	\$ 19,988	\$ (19,988)	\$ -	\$ 9,524	\$ (9,524)	\$ -	\$ 10,464	\$ (10,464)	\$ -	\$ -
2	Glenwood Springs	3,468	4,090	(622)	7,788	10,285	(2,497)	48,054	60,160	(12,106)	\$ 228,361	\$ 236,782	\$ (8,421)	\$ 113,890	\$ 112,821	\$ 1,069	\$ 114,471	\$ 123,961	\$ (9,490)	\$ 16.56	\$ 65.85
3	New Castle	594	800	(206)	9,408	13,115	(3,707)	24,630	33,860	(9,230)	\$ 93,407	\$ 109,639	\$ (16,232)	\$ 46,585	\$ 52,240	\$ (5,656)	\$ 46,822	\$ 57,398	\$ (10,576)	\$ 78.82	\$ 157.25
4	Silt	318	105	213	882	630	252	4,578	1,920	2,658	\$ 21,645	\$ 7,441	\$ 14,204	\$ 10,795	\$ 3,545	\$ 7,250	\$ 10,850	\$ 3,895	\$ 6,955	\$ 34.12	\$ 68.07
5	Rifle	4,674	5,140	(466)	14,352	15,635	(1,283)	67,404	76,300	(8,896)	\$ 320,705	\$ 303,364	\$ 17,340	\$ 159,945	\$ 144,546	\$ 15,399	\$ 160,760	\$ 158,818	\$ 1,942	\$ 34.39	\$ 68.61
6	Garfield County	1,422	1,980	(558)	12,714	18,060	(5,346)	32,262	46,220	(13,958)	\$ 140,688	\$ 170,860	\$ (30,173)	\$ 140,688	\$ 170,860	\$ (30,173)	\$ -	\$ -	\$ -	\$ -	\$ 98.94
7	Total	10,476	12,295	(1,819)	45,144	60,245	(15,101)	176,928	224,140	(47,212)	\$ 804,805	\$ 848,074	\$ (43,269)	\$ 471,902	\$ 493,537	\$ (21,635)	\$ 332,902	\$ 354,537	\$ (21,635)	\$ 31.78	\$ 76.82
Check Total		10,476		-15%	45,144		-25%	176,928		-21%	\$ 804,805			\$ 471,902			\$ 332,902				
Difference +/-		-			-			-			-			-			-				

Note: Column Q, Line 6 indicates potential changes in Garfield County's 2026 contribution based on year-end forecasted costs and services

Note: Column T, Lines 1 - 5 indicate potential changes in the jurisdictions 2026 contributions based on year-end forecasted costs and services

Chart 1

Jurisdiction	% Act/Fore Psgr. To Budget	% Act/Fore Load Miles To Budget	% Act/Fore Loaded Minutes To Budget
Carbondale	0%	0%	0%
Glenwood Springs	85%	76%	80%
New Castle	74%	72%	73%
Silt	303%	140%	238%
Rifle	91%	92%	88%
Garfield County	72%	70%	70%
Total Average	85%	75%	79%

Chart 2

Performance Measure	YTD Forecast	MOU Budget	\$ Variance	% Variance
Total Cost Per One-Way Psgr. Trip	\$ 76.82	\$ 68.98	\$ 7.85	11%
Total Cost Per Loaded Mile	\$ 17.83	\$ 14.08	\$ 3.75	27%
Total Cost Per Loaded Minute	\$ 4.55	\$ 3.78	\$ 0.77	20%

Garfield County Cambro:

Psgr YTD, Jan	Cost / Cambro	YTD Est Cost
56	\$98.94	\$5,540.64

Line Item	2026 Budget	February 2026 YTD Forecast	2026 Forecast Reconciliation	
1 Total Est. RFTA Traveler Cost	857,423	814,154	(43,269)	
2 Glenwood ADA Contribution	(30,000)	(30,000)	-	
3 Net RFTA Traveler Cost	827,423	784,154	(43,269)	
4 RFTA Carbondale Cost	10,464	-	(10,464)	
5 RFTA Glenwood Cost	123,961	114,471	(9,490)	
6 RFTA New Castle Cost	57,398	46,822	(10,576)	
7 Net RFTA Cost	191,823	161,293	(30,531)	RFTA Decreases GF Transfer
8 County Payment to RFTA	635,600	622,861	(12,739)	County refund from RFTA
9 Silt Cost	3,895	10,850	6,955	County bills Silt
10 Rifle Cost	158,818	160,760	1,942	County refund to Rifle
11 Balance of County Funding	472,886	451,251	(21,635)	County refund

RFTA - Garfield County Traveler

Year: 2026															
Jurisdiction	Passenger Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
Carbondale	Client	0	0											0	0
	PCA	0	0											0	0
	Guest	0	0											0	0
Carbondale		0	0											0	0
Glenwood Springs	Client	308	270											578	3,468
	PCA	0	0											0	0
	Guest	0	0											0	0
Glenwood Springs		308	270											578	3,468
New Castle	Client	39	60											99	594
	PCA	0	0											0	0
	Guest	0	0											0	0
New Castle		39	60											99	594
Silt	Client	25	22											47	282
	PCA	6	0											6	36
	Guest	0	0											0	0
Silt		31	22											53	318
Rifle	Client	371	398											769	4,614
	PCA	6	4											10	60
	Guest	0	0											0	0
Rifle		377	402											779	4,674
Garfield County	Client	117	120											237	1,422
	PCA	0	0											0	0
	Guest	0	0											0	0
Garfield County		117	120											237	1,422
		872	874											1,746	10,476

Note: Garfield County client passenger type includes food cambro deliveries. Each delivery accounts for one client trip.

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
2026 - Loaded Miles	Carbondale	0	0											0	0
	Glenwood Springs	721	577											1,298	7,788
	New Castle	628	940											1,568	9,408
	Silt	57	90											147	882
	Rifle	1,153	1,239											2,392	14,352
	Garfield County	1,080	1,039											2,119	12,714
		3,639	3,885											7,524	45,144

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
2026 - Loaded Minutes	Carbondale	0	0											0	0
	Glenwood Springs	4,433	3,576											8,009	48,054
	New Castle	1,724	2,381											4,105	24,630
	Silt	377	386											763	4,578
	Rifle	5,365	5,869											11,234	67,404
	Garfield County	2,662	2,715											5,377	32,262
		14,561	14,927											29,488	176,928

Loaded Miles = Miles driven with passengers on board / Loaded Minutes = Minutes driven with passengers on board

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Annualized
2026 - Loaded Hours	Carbondale	0.0	0.0											0.0	0.0
	Glenwood Springs	74.0	59.8											133.8	802.7
	New Castle	28.9	39.7											68.6	411.5
	Silt	6.3	6.5											12.8	76.6
	Rifle	89.3	97.8											187.2	1,123.0
	Garfield County	44.3	45.3											89.6	537.6
		242.8	249.1											491.9	2,951.5

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026 - Distinct Customers	Carbondale	0	0											0
	Glenwood Springs	32	28											35
	New Castle	7	6											7
	Silt	2	2											3
	Rifle	34	38											38
	Garfield County	17	16											17
		92	90											100

Loaded Hours = Hrs driven w/psg on board / Distinct Customers p/month = Unique customers utilizing the service / YTD distinct customers shows unique YTD customers

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026 - Psg p/Mile	Carbondale													
	Glenwood Springs	0.15	0.12											0.13
	New Castle	0.04	0.04											0.04
	Silt	0.03	0.02											0.03
	Rifle	0.15	0.15											0.15
	Garfield County	0.03	0.03											0.03
		0.08	0.08											0.08

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026 - Psg p/Hour	Carbondale													
	Glenwood Springs	1.08	0.91											0.99
	New Castle	0.30	0.37											0.34
	Silt	0.23	0.20											0.22
	Rifle	1.28	1.28											1.28
	Garfield County	0.28	0.27											0.27
		0.69	0.66											0.68

RFTA - Garfield County Traveler

Jurisdiction: Carbondale															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Non-ADA - Ambulatory	No	0	0											0
			0	0											0

Jurisdiction: Glenwood Springs															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	ADA - Ambulatory	No	240	181											421
2026	ADA - Ambulatory Requiring Lift	No	27	35											62
2026	ADA - WheelChair	No	35	32											67
2026	Non-ADA - Ambulatory	No	6	22											28
			308	270											578

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: New Castle															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Non-ADA - Ambulatory	No	39	60											99
			39	60											99

Jurisdiction: Rifle															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Non-ADA - Ambulatory	No	260	285											541
2026	Non-ADA - Ambulatory Requiring Lift	No	20	46											66
2026	Non-ADA - WheelChair	No	93	69											162
			373	400											769

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: Garfield County															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	ADA - Ambulatory	No	32	38											70
2026	ADA - WheelChair	No		1											1
2026	Non-ADA - Ambulatory	No	52	47											99
2026	Non-ADA - Ambulatory Requiring Lift	No	28	28											56
2026	Non-ADA - WheelChair	No	5	6											11
			117	120											237

Jurisdiction: Silt															
Year	Trip / Mobility	Assistance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	ADA - Ambulatory	No	1	1											2
2026	ADA - Ambulatory Requiring Lift	No	18	8											26
2026	Non-ADA - Ambulatory	No	6	2											8
2026	Non-ADA - Ambulatory Requiring Lift	No		11											11
			25	22											47

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: Carbondale														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Medical	0	0											0
		0	0											0

Jurisdiction: Glenwood Springs														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Errands	84	72											156
2026	Medical	62	65											127
2026	Wellness	78	37											115
2026	Work	84	96											180
		308	270											578

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: New Castle														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Errands	2	5											7
2026	Medical	4	10											14
2026	Wellness	3	7											10
2026	Work	30	38											68
		39	60											99

Jurisdiction: Rifle														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Errands	120	124											244
2026	Medical	71	72											143
2026	Wellness	37	59											96
2026	Work	143	143											286
		371	398											769

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

RFTA - Garfield County Traveler

Jurisdiction: Garfield County														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Cambro	28	28											56
2026	Errands	6	12											18
2026	Medical	13	13											26
2026	Wellness	18	23											41
2026	Work	52	44											96
		117	120											237

Jurisdiction: Silt														
Year	Purpose	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Errands	1	2											3
2026	Medical	18	20											38
2026	Work	6												6
		25	22											47

Note: Statistics only include one-way client trips. Guests and personal care attendants not included in monthly totals.

Year	Jurisdiction	No Show Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026	Carbondale	No Show	0	0											0
	Carbondale		0	0											0
	Glenwood Springs	Late Cancel	28	44											72
	Glenwood Springs	No Show	14	11											25
	Glenwood Springs		42	55											97
	New Castle	Late Cancel	1	3											4
	New Castle	No Show	0	0											0
	New Castle		1	3											4
	Silt	Late Cancel		6											6
	Silt	No Show	0	1											1
	Silt		0	7											7
	Rifle	Late Cancel	13	23											36
	Rifle	No Show	6	13											19
	Rifle		19	36											55
	Garfield County	Late Cancel	5	1											6
	Garfield County	No Show	0	0											0
	Garfield County		5	1											6
			67	102											169

RFTA - Garfield County Traveler

Year	Jurisdiction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026 - Denials	Carbondale	0	0											0
	Glenwood Springs	0	0											0
	New Castle	0	0											0
	Silt	0	0											0
	Rifle	0	0											0
	Garfield County	0	0											0
		0	0											0