



Jay Miller, Mayor  
Alan Lambert, Mayor Pro Tem  
Richard Carter, Councilor  
Keith Lambert, Councilor  
Jonathan Rice, Councilor  
Jennifer Sanborn, Councilor  
Randy Winkler, Councilor

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

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**REGULAR MEETING  
May 16, 2012**

**WORKSHOP 6:00 P.M.  
CONFERENCE ROOM**

- 6:00 P.M. Rifle Recreation and Fitness Center update (Rifle Regional Economic Development Corporation (RREDC) Project Management Team)
- 6:30 P.M. New Ute Theatre Society update (Helen Rogers)

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

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:  
A. Minutes from the May 2, 2012 Regular Meeting  
B. Minutes from the May 9, 2012 Special Meeting  
C. Consider purchase of one patrol vehicle  
D. Appointment to Parks and Recreation Advisory Board  
E. February and March 2012 Financial Report  
F. March 2012 Sales Tax Report  
G. Accounts Payable
- 7:08 p.m. 3. Citizen Comments and Live Call-In ((970) 665-6406)  
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)

- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Miller)
- 7:15 p.m. 5. Garfield County IGA for Rifle Energy Innovation Center Infrastructure (Matt Sturgeon)
- 7:25 p.m. 6. Consider Garfield County Recycle Center IGA (Matt Sturgeon)
- 7:35 p.m. 7. Consider Ordinance No. 12, Series of 2012 (first reading) - Victims and Witnesses Assistance and Law Enforcement ("VALE") Program (Daryl Meisner)
- 7:45 p.m. 8. Consider Ordinance No. 13, Series of 2012 (first reading) - Repealing and Reenacting RMC Chapter 7, Article VI, "Animals" (Daryl Meisner)
- 7:55 p.m. 9. Consider hiring Phil Vaughan Construction Management, Inc. to develop construction estimate for the renovation of the New Ute Theatre (John Hier)
- 8:05 p.m. 10. Administrative Reports  
A. City Manager Verbal Report  
B. Other Reports
- 8:15 p.m. 11. Comments from Mayor and Council

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

**Next Regular Meeting of Council: June 6, 2012 at 7:00 p.m.**



**RIFLE CITY COUNCIL MEETING**

Wednesday, May 2, 2012

REGULAR MEETING

7:00 p.m. \* Council Chambers

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

**PRESENT ON ROLL CALL:** Councilors Rich Carter, Alan Lambert, Keith Lambert, Jonathan Rice, Jen Sanborn, Randy Winkler, and Mayor Jay Miller.

**OTHERS PRESENT:** Matt Sturgeon, Assistant City Manager/Director of Planning; Lisa Cain, City Clerk; Kristy Christensen, Deputy City Clerk; Karl Hanlon, City Attorney; Jim Bell, Channel 10 Manager; Michael Churchill, Channel 10 Assistant Manager; Rick Barth, City Engineer; Mike Braaten, Government Affairs Coordinator; Dick Deussen, Utilities Director; Charles Kelty, Finance Director; Daryl Meisner, Police Chief; Frank Shaw, Public Works Superintendent; Christy Hamrick; Mike McKibbin; and Rick Steffen.

**CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:**

- A. Minutes from the April 18, 2012 Regular Meeting
- B. Stipulation, Agreement, and Order with respect to liquor license of Wal-Mart Superstore
- C. Accept Findings of Fact, Conclusions of Law and Recommendation of the Hearing Officer, dated April 18, 2012, with respect to liquor license of Sports Corner
- D. Intergovernmental Agreement with Garfield County Regarding Mosquito Control
- E. Set public hearing for El Kora Mexican Restaurant liquor license transfer application
- F. Accounts Payable

Councilor A. Lambert moved to approve Consent Agenda Items A, B, C, D, E, and F; seconded by Councilor Rice.

Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

**CITIZEN COMMENTS AND LIVE CALL-IN**

There were no citizen comments or live call-ins.

***PROCLAMATION – OLDER COLORADANS MONTH – MAY 2012***

Mayor Miller read aloud Governor Hickenlooper’s proclamation of May 2012 as Older Coloradans Month.

***CONSIDER AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT WITH GARFIELD RE-2 SCHOOL DISTRICT***

Christy Hamrick, Director of Finance, Garfield Re-2 School District, informed Council that because of budget limitations, the School District must reduce its share of the cost of a School Resource Officer (SRO) to 10 percent starting July 1, 2012. Police Chief Daryl Meisner recommended that Council approve an amendment to the City’s School Resource Officer (SRO) Agreement with Garfield Re-2 School District. The City currently pays 25 percent, and the School District 75 percent, of the cost of the SRO position. The amendment would result in the City paying \$35,550, instead of \$9,975, for the period from July 1 through the end of 2012.

Council suggested that by this time next year, staff conduct a cost-benefit analysis of the SRO program. They also noted that the proposed amendment ought to refer to Rifle High School, instead of Rifle Middle School.

Councilor K. Lambert moved to approve the School Resource Officer Agreement with the Garfield Re-2 School District, as corrected; seconded by Councilor Rice.

Roll Call: Yes - Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

***CONSIDER ACCEPTING COLORADO RIVER DISTRICT GRANT***

City Engineer Rick Barth announced that the Colorado River District had awarded the City a grant to pay for up to 25 percent of the cost of last year's repairs to the water intake pond dike. He recommended that Council accept this grant of \$30,000 to \$40,000.

Councilor Sanborn moved to accept a grant from the Colorado River District to pay for up to 25 percent of the cost of last year's repairs to the water intake pond dike; seconded by Councilor Carter.

Roll Call: Yes - Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

***RECEIVE REPORT ON HIGHWAY 13/RAILROAD AVENUE IMPROVEMENTS***

Mr. Barth updated Council on the improvements under construction on Highway 13 from Centennial Parkway to Whiteriver Avenue.

Rick Steffen, Western Regional Manager, Hudspeth & Associates, Inc., informed Council about construction that will begin May 8 to improve Railroad Avenue from Centennial Parkway to 2<sup>nd</sup> Street. Kum and Go will be reconstructing its store on 1<sup>st</sup> Street, and making these improvements was a condition of the City's approval of the reconstruction.

***RECEIVE REPORT ON STREET OVERLAY IMPROVEMENTS***

Mr. Barth, Government Affairs Coordinator Mike Braaten, and Public Works Superintendent Frank Shaw identified potential street overlay projects for 2012:

<u>Location</u>	<u>Cost</u>
5 <sup>th</sup> Street from Whiteriver to Clarkson	\$300,000 – 350,000
East Avenue from 1 <sup>st</sup> to 3 <sup>rd</sup>	\$150,000
16 <sup>th</sup> Street near the Farm	\$95,000
Airport Road from roundabout to hospital entrance	\$150,000

The City has budgeted \$300,000 for street overlay projects in 2012. Possible additional sources of funding are the City's Contingency Fund and a grant from the Garfield Federal Mineral Lease District.

Council's consensus was that the 5<sup>th</sup> Street project was of highest priority. Staff will gather prices for all of the projects, and see if additional monies are available in the Contingency Fund and from the Garfield Federal Mineral Lease District.

***CONSIDER AUTHORIZING USE OF CONSULTANT FOR ENERGY INNOVATION CENTER***

Assistant City Manager/Director of Planning Matt Sturgeon recommended that the City hire Tetra Tech to determine the location of odors emanating from the CacaLoco composting facility and the City Wastewater Treatment Plant, identify the principal odor source(s), the probable cause of the odor(s), methods to reduce/eliminate the odor(s) and the approximate cost of the action required, for a cost of \$22,510.

Councilor K. Lambert moved to award a contract for odor control evaluation to Tetra Tech in an amount not to exceed \$22,510; seconded by Councilor A. Lambert. Roll Call: Yes - Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

***CONSIDER TAKING POSITION ON HB 1356 – LOCAL GOVERNMENT REGULATION / SEVERANCE TAX***

Mr. Braaten explained that HB 1356 would withhold the direct distribution of local government severance tax, as well as any grants awarded through the Energy Impact Assistance Fund, for any local government that “restricts or delays the ability of an oil and gas producer to exercise the producer's property right as a lessee or owner to extract oil and gas.” Literally, any local ordinance adopted related to oil and gas could be interpreted to “restrict or delay” an oil and gas producer from extracting oil and gas. This could include the City’s watershed protection ordinance.

Councilor K. Lambert moved to oppose HB 1356; seconded by Councilor Rice. Roll Call: Yes - Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

**ADMINISTRATIVE REPORTS**

Mr. Sturgeon reported to Council on the following issues: Spring Cleanup; workshop with Planning and Zoning Commission on May 9.

Mr. Braaten reported to Council about a pedestrian safety grant and conversion of a City vehicle to allow it to use compressed natural gas for fuel.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilor Winkler thanked those who participated in the downtown cleanup and Alpine Bank for sponsoring the cleanup.

Councilor A. Lambert was happy to see reporter Mike McKibbin covering tonight’s meeting. He thanked west Rifle residents for their patience as the City works to solve odor problems there.

Councilor K. Lambert noted the 30<sup>th</sup> anniversary of Black Sunday, when Exxon closed its oil shale project near Parachute and set off a regional recession. He remarked that Rifle has survived, and he thanked those who remained in Rifle through this difficult time.

Mayor Miller urged citizens to attend upcoming public meetings on water treatment plant improvements.

***EXECUTIVE SESSION FOR A CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS SECTION 24-6-402(4)(B)***

Councilor Rice moved to adjourn to executive session to receive legal advice; seconded by Councilor A. Lambert (8:06 p.m.). Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

Upon return to open session following conclusion of the executive session, meeting adjourned at 9:03 p.m.

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Lisa H. Cain  
City Clerk

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Jay D. Miller  
Mayor

**RIFLE CITY COUNCIL MEETING**

Wednesday, May 9, 2012

SPECIAL MEETING

7:00 p.m. \* Council Chambers

A special meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Jay Miller.

**PRESENT ON ROLL CALL:** Councilors Rich Carter, Alan Lambert, Jonathan Rice, Jen Sanborn, Randy Winkler, and Mayor Jay Miller.

Councilor Rice moved to excuse Councilor Keith Lambert from tonight's meeting; seconded by Councilor A. Lambert. Roll Call: Yes – Carter, A. Lambert, Rice, Sanborn, Winkler, Miller

**OTHERS PRESENT:** Planning and Zoning Commission Chair Ned Bascom; Planning and Zoning Commissioners Sharon Pettinger, Ken Plum, David Mead, Bruce Gallagher, Joe Elliott, and Barb Clifton; John Hier, City Manager; Matt Sturgeon, Assistant City Manager/Director of Planning; Nathan Lindquist, City Planner; Charlotte Squires, Administrative Assistant; Lisa Cain, City Clerk; Jim Neu, City Attorney; and Karl Hanlon, City Attorney.

***EXECUTIVE SESSION FOR A CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS SECTION 24-6-402(4)(B)***

Councilor A. Lambert moved to adjourn to executive session to receive legal advice; seconded by Councilor Carter.

Roll Call: Yes – Carter, A. Lambert, Rice, Sanborn, Winkler, Miller

Upon return to open session following conclusion of the executive session, meeting adjourned at 9:08 p.m.

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Lisa H. Cain  
City Clerk

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Jay D. Miller  
Mayor



# RIFLE POLICE DEPARTMENT

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

## MEMORANDUM

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**TO:** THE HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** DARYL L. MEISNER, CHIEF OF POLICE  
**DATE:** MAY 8, 2012  
**RE:** PURCHASE PATROL VEHICLES

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The Police Department requested bids for one patrol car replacement vehicle. After placing the required advertisements in the newspaper of general circulation and sending bid packets to dealers upon request, we received one bid. The bid was opened on May 7<sup>th</sup> with the only bidder being Columbine Ford of Rifle.

The bid met the bid specifications. The price for patrol car is \$32,328.44 which is in line with previous vehicle purchases. This also includes a Base Care extended warranty for five years. The cost of up-fitting the car will be \$3,860 for a total cost of \$36,188.44. As this car will come more prepared from the factory there will be less required up-fit cost. The remaining up-fitting is to install radios, graphics, camera and light bar.

I request that City Council approve the purchase of the patrol unit with up-fitting.





Date: May 9, 2012  
To: John Hier, City Manager  
From: Aleks Briedis, Recreation Director  
RE: PRAB appointment

Jim Boone has resigned his position as a PRAB member. Wilma Paddock is currently our alternate member and is interested in becoming a full member. PRAB unanimously endorsed appointing Wilma at their May 7<sup>th</sup> meeting. If Council approves Wilma becoming a full member, staff will advertise for an alternate.

**Staff recommends appointing Wilma Paddock to a full member of the Parks & Recreation Advisory board with the term expiring January 2013.**





MEMORANDUM

To: John Hier, City Manager  
From: Charles Kelty, Finance Director *ck*  
Date: May 10, 2012  
Subject: February/March 2012 Financial Reports

Attached are the Financial Reports for the three months ending March 31, 2012. Below are a few comments:

Page 1 **General Fund Revenues** – Total revenues are \$1,686,382, which compared to the prior year's \$1,629,249 is \$57,133 and 4% higher.

**General Fund Expenditures** – Total expenditures are 1,829,491, which compared to the prior year's \$1,514,986 is \$314,505 and 21% higher.

Page 2 **Visitor Improvement Fund** – Total revenues are \$22,010, which compared to the prior year's \$23,661 is \$1,651 and 7% lower. Total expenses are \$1,020, which compared to the prior's \$33,341 is \$32,321 less.

Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$581,072, which compared to the prior year's \$484,851 is \$96,221 and 20% higher.

**Parks & Recreation Fund Expenditures** – Expenditures are \$437,906, which compared to the prior year's \$354,292 is \$83,614 and 24% higher.

Page 4 **Water Fund Revenues** – Overall, revenues are \$405,676, which compared to the prior year's \$480,046 is \$74,340 and 15% less. Operating revenues were 6% lower than the prior year. Water rights revenues were \$26,960 less than prior year. Capital revenues were 75% lower than the prior year.

**Water Fund Expenses** – Overall, total expenses are \$668,236, which compared to the prior year of \$621,197 is \$47,039 and 8% higher. Operating and Maintenance expenses are 44% higher than last year. Water rights expenses are \$25,457 higher than last year. Water System Improvements (Capital) expenses is \$144,153 less than last year.

Page 5 **Wastewater Fund Revenue** – Total revenues are \$695,032, which compared to the prior year's \$586,012 is \$109,020 and 19% higher.

**Wastewater Expenses** – Total expenses were \$1,032,773, which compared to the prior year's \$765,287 is \$267,486 and 35% higher.

  
CITY OF RIFLE

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**Sanitation Fund Revenues** – Total revenues are \$121,474, which compared to the prior year's \$141,838 is \$20,364 and 14% less.

**Sanitation Fund Expenses** – Total expenses are \$126,542, which compared to the prior year's \$138,063 is \$11,521 and 8% less.

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2012

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<b>REVENUE</b>					
GENERAL REVENUES	7,445,079.00	595,392.68	1,686,381.66	5,758,697.34	1,629,249.43
	7,445,079.00	595,392.68	1,686,381.66	5,758,697.34	1,629,249.43
<b>EXPENDITURES</b>					
MAYOR/COUNCIL	82,250.00	5,834.12	15,995.02	66,254.98	12,206.89
CITY CLERK	163,237.00	16,064.90	39,293.74	123,943.26	32,580.60
MUNICIPAL COURT	182,794.00	14,823.86	40,709.49	142,084.51	36,753.98
CITY MANAGER	172,633.00	18,604.76	43,496.08	129,136.92	35,001.18
GOVERNMENT AFFAIRS	155,964.00	13,860.77	31,785.20	124,178.80	28,496.17
FINANCE	466,224.00	46,037.79	116,979.80	349,244.20	86,435.66
ATTORNEY	224,500.00	21,887.37	59,993.13	164,506.87	63,390.69
PLANNING/ZONING	678,071.00	65,235.17	148,375.71	529,695.29	84,189.10
CITY HALL	148,417.00	13,136.75	35,818.59	112,598.41	32,844.63
GROUNDS AND FACILITY MAINT.	69,536.00	3,113.93	7,360.90	62,175.10	12,007.39
COMMUNITY ACCESS TV	119,360.00	12,215.81	29,180.83	90,179.17	24,072.28
POLICE	2,321,446.00	239,268.84	557,501.04	1,763,944.96	469,455.78
JUSTICE CENTER BLDG. OPERATION	389,448.00	8,512.15	25,851.28	363,596.72	25,760.20
BUILDING INSPECTIONS	150,125.00	15,416.35	34,518.43	115,606.57	30,116.27
STREETS	1,123,978.00	79,400.18	237,530.20	886,447.80	197,266.54
CONSTRUCTION CREW - INHOUSE	211,601.00	33,743.48	62,884.56	148,716.44	33,992.53
PUBLIC WORKS	202,414.00	23,280.65	51,365.45	151,048.55	29,592.35
ANIMAL SHELTER	91,303.00	285.94	23,039.89	68,263.11	21,952.56
CEMETERY O & H	69,181.00	6,897.38	14,435.41	54,745.59	12,877.13
SENIOR CENTER	460,496.00	32,655.71	90,053.77	370,442.23	78,851.79
PARK MAINTENANCE	.00	.00	17.80	( 17.80)	.00
NON DEPARTMENTAL	530,219.00	12,237.97	163,305.15	366,913.85	167,142.74
OPERATING TRANSFERS OUT	290,000.00	.00	.00	290,000.00	.00
	8,303,197.00	682,513.88	1,829,491.47	6,473,705.53	1,514,986.46
	( 858,118.00)	( 87,121.20)	( 143,109.81)	( 715,008.19)	114,262.97

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2012

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	135,876.00	5,542.50	22,009.72	113,866.28	23,661.03
	135,876.00	5,542.50	22,009.72	113,866.28	23,661.03
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	249,392.00	131.92	1,019.51	248,372.49	33,341.25
	249,392.00	131.92	1,019.51	248,372.49	33,341.25
	( 113,516.00)	5,410.58	20,990.21	( 134,506.21)	( 9,680.22)

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2012

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,956,799.00	236,361.66	581,072.25	2,375,726.75	484,850.75
	2,956,799.00	236,361.66	581,072.25	2,375,726.75	484,850.75
<u>EXPENDITURES</u>					
RECREATION	481,988.00	48,363.93	116,760.98	365,227.02	115,235.61
POOL	206,711.00	4,359.31	4,948.50	201,762.50	11,406.87
RIFLE FITNESS CENTER	384,157.00	22,766.81	75,062.18	309,094.82	.00
COMMUNITY EVENTS	97,602.00	6,480.03	10,866.51	86,735.49	.00
PARK MAINTENANCE	1,037,424.00	86,612.22	175,405.74	862,018.26	151,817.47
PARKS CAPITAL	344,827.00	59.94	83.81	344,743.19	17,269.61
NON-DEPARTMENTAL	93,810.00	4,276.56	38,048.73	55,761.27	41,833.43
OPERATING TRANSFER OUT	71,917.00	5,576.42	16,729.26	55,187.74	16,729.26
	2,718,436.00	178,495.22	437,905.71	2,280,530.29	354,292.25
	238,363.00	57,866.44	143,166.54	95,196.46	130,558.50

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2012

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,387,369.00	116,989.83	388,799.84	1,998,589.16	412,511.33
WATER RIGHTS REVENUE	64,500.00	5,019.60	8,842.67	55,657.33	35,802.60
CAPITAL REVENUE	7,962,000.00	( 8,931.39)	8,033.79	7,953,966.21	31,731.87
	<u>10,413,869.00</u>	<u>113,078.04</u>	<u>405,676.30</u>	<u>10,008,212.70</u>	<u>480,045.80</u>
<u>EXPENDITURES</u>					
WATER O&H	1,881,772.00	180,136.94	541,904.34	1,339,867.66	376,168.20
WATER RIGHTS	134,000.00	17,259.64	62,165.07	71,834.93	36,707.84
WATER SYSTEM IMPROVEMENTS	4,865,593.00	49,979.10	64,166.82	4,801,426.18	208,320.59
	<u>6,881,365.00</u>	<u>247,375.68</u>	<u>668,236.23</u>	<u>6,213,128.77</u>	<u>621,196.63</u>
	<u>3,532,524.00</u>	<u>( 134,297.64)</u>	<u>( 262,559.93)</u>	<u>3,795,083.93</u>	<u>( 141,150.83)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2012

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,568,910.00	195,127.46	692,223.27	1,876,686.73	563,896.58
WASTE WATER REVENUE	327,000.00	356.80	2,808.98	324,191.02	22,115.68
	<u>2,895,910.00</u>	<u>195,484.26</u>	<u>695,032.25</u>	<u>2,200,877.75</u>	<u>586,012.26</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,797,073.00	101,074.55	1,029,941.37	1,767,131.63	753,570.44
SEWER SYSTEM IMPROVEMENTS	75,000.00	2,831.28	2,831.28	72,168.72	11,716.30
	<u>2,872,073.00</u>	<u>103,905.83</u>	<u>1,032,772.65</u>	<u>1,839,300.35</u>	<u>765,286.74</u>
	<u>23,837.00</u>	<u>91,578.43</u>	<u>( 337,740.40)</u>	<u>361,577.40</u>	<u>( 179,274.48)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 3 MONTHS ENDING MARCH 31, 2012

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	494,097.00	39,814.98	121,474.20	372,622.80	141,837.73
	494,097.00	39,814.98	121,474.20	372,622.80	141,837.73
<u>EXPENDITURES</u>					
SANITATION	504,026.00	42,772.42	126,541.56	377,484.44	138,062.86
	504,026.00	42,772.42	126,541.56	377,484.44	138,062.86
	( 9,929.00)	( 2,957.44)	( 5,067.36)	( 4,861.64)	3,774.87



**MEMORANDUM**

To: John Hier, City Manager  
 From: Charles Kelty, Finance Director *ck*  
 Date: May 10, 2012  
 Subject: March 2012 Sales, Lodging, and Use Tax Report

Total Sales, Use, and Lodging Tax revenues, for the three months ending March 31, 2012, is \$1,561,709, which is a 12% increase from the previous month's year-to-date amount \$1,561,709.

Sales tax revenues are \$1,601,454 an 11% increase from the previous year of \$1,446,214. Building and Motor Vehicle Use Tax revenues are \$127,310, which is a 38% increase from the previous year's figure of \$92,022. Lodging Taxes revenues are \$21,659 an 8% decrease from the previous year's \$23,472.

Sales Tax Report						
Prior Year Comparison						
Business Category	For Sales in March			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Bars and Restaurants	\$ 51,492	\$ 54,570	6%	\$ 140,906	\$ 153,400	9%
Car Parts and Sales	38,461	47,219	23%	105,749	112,051	6%
Food	70,370	72,252	3%	205,197	204,972	0%
General Retail	204,952	217,207	6%	548,322	581,669	6%
Hardware	34,926	65,485	87%	79,702	104,803	31%
Liquor Stores	13,733	14,991	9%	38,765	42,183	9%
Motels	11,697	8,817	-25%	33,461	31,608	-6%
Oil & Gas	47,936	81,554	70%	109,833	179,721	64%
Leasing/Misc	13,984	21,556	54%	30,851	44,192	43%
Utilities	52,796	46,084	-13%	153,428	146,857	-4%
<b>Total Sales Tax</b>	<b>\$ 540,347</b>	<b>\$ 629,735</b>	<b>17%</b>	<b>\$ 1,446,214</b>	<b>\$ 1,601,454</b>	<b>11%</b>
<b>Allocation to Funds:</b>						
General Fund	\$296,018	\$344,987	17%	\$792,278	\$877,322	11%
Street Improvement	77,192	89,962	17%	206,602	228,779	11%
Rifle Information Center	12,752	14,862	17%	34,131	37,794	11%
Parks & Recreation	154,385	179,924	17%	413,204	457,558	11%
<b>Total Sales Tax</b>	<b>\$540,347</b>	<b>\$629,735</b>	<b>17%</b>	<b>\$1,446,214</b>	<b>\$1,601,454</b>	<b>11%</b>



**Building and Motor Vehicle Use Taxes  
Prior Year Comparison**

Business Category	For Sales in March			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Building Use Taxes	\$0	\$5,384	100%	\$138	\$14,855	10634%
Motor Vehicle Use Taxes	40,921	39,263	-4%	91,884	112,456	22%
<b>Total Use Tax</b>	<b>\$ 40,921</b>	<b>\$ 44,647</b>	<b>9%</b>	<b>\$ 92,022</b>	<b>\$ 127,310</b>	<b>38%</b>
<b>Fund Allocation:</b>						
General Fund	\$22,418	\$24,459	9%	\$50,412	\$69,744	38%
Street Improvement	5,846	6,378	9%	13,146	18,187	38%
Rifle Information Center	966	1,054	9%	2,172	3,005	38%
Parks & Recreation	11,692	12,756	9%	26,292	36,374	38%
<b>Total USE Tax</b>	<b>\$40,921</b>	<b>\$44,647</b>	<b>9%</b>	<b>\$92,022</b>	<b>\$127,310</b>	<b>38%</b>

**Lodging Taxes  
Prior Year Comparison**

Business Category	For Sales in March			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Lodging Taxes	\$8,216	\$5,666	-31%	\$23,472	\$21,659	-8%
<b>Total Lodging Tax</b>	<b>\$ 8,216</b>	<b>\$ 5,666</b>	<b>-31%</b>	<b>\$ 23,472</b>	<b>\$ 21,659</b>	<b>-8%</b>

<b>Total Sales, Use, Lodging Taxes</b>	<b>\$ 589,484</b>	<b>\$ 680,048</b>	<b>15%</b>	<b>\$ 1,561,709</b>	<b>\$ 1,750,424</b>	<b>12%</b>
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## Report Criteria:

Summary report.  
Invoices with totals above \$0 included.  
Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	36361	REPAIR ISLAND	04/12/2012	106.00	.00	
	36390	REPAIRED LINE OF GREASE T	04/18/2012	2,523.45	.00	
	36423	REPAIRED SHOWER HEAD	04/26/2012	193.00	.00	
	36428	DE-WINTERIZED POOL	04/26/2012	285.00	.00	
Total 1009:				3,107.45	.00	
<b>1010</b>						
<b>B &amp; H Sports</b>						
	AAB005409-A	UNIFORMS	05/01/2012	456.00	.00	
Total 1010:				456.00	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	30069	NORTON CLOSER	04/26/2012	67.99	.00	
	66550	KWIKCUT PIPE HOSE CUTTER	04/18/2012	31.48	.00	
	66574	HAND HELD MARKING WAND	04/19/2012	23.99	.00	
	66581	TREATED FIR	04/19/2012	129.54	.00	
	66617	NIPPLE BLACK	04/20/2012	21.43	.00	
	66620	DIABLO BLADE SAW	04/20/2012	36.24	.00	
	66702	CONSTRUCTION FIR	04/23/2012	42.04	.00	
	66732	FRAMING ANCHOR	04/24/2012	6.00	.00	
	66793	SAFETY SNAP	04/25/2012	24.90	.00	
	66816	RUST STOP SPRAY PRIMER G	04/25/2012	13.47	.00	
	66836	SAWZALL BLADE SURP	04/25/2012	24.99	.00	
	66861	BAR MIL	04/26/2012	32.97	.00	
	66873	FORREST GREEN PP	04/26/2012	166.20	.00	
	66874	SHEET METAL	04/26/2012	13.47	.00	
	66883	4X8-5/8 ACX PLY	04/26/2012	124.80	.00	
	66886	BLADE TREE PRUNER	04/26/2012	14.99	.00	
	66894	GREEN ROOFING SCREW	04/26/2012	33.39	.00	
	66904	HPK CABINET SCREW	04/27/2012	5.29	.00	
	66914	SPRUCE FURRING STRIPS	04/27/2012	138.69	.00	
	66990	RULE TAPE	04/30/2012	51.30	.00	
	67009	6 SHELF STANDRD BLACK	04/30/2012	204.75	.00	
	67018	PVC CONDUIT	04/30/2012	44.85	.00	
	67025	BATTERY ALKLINE	05/01/2012	10.99	.00	
	67027	CORNER BRACE	05/01/2012	10.25	.00	
	67032	BAR MIL	05/01/2012	19.51	.00	
	67070	GIANT STORAGE HOOK	05/01/2012	30.55	.00	
	67092	SMOOTH LAP SIDING	05/02/2012	11.89	.00	
	67103	COATED AIRCRAFT CABLE	05/02/2012	54.93	.00	
	67112	PROOF COIL CHAIN	05/02/2012	34.90	.00	
	67114	TREATED FIR	05/02/2012	52.00	.00	
	67117	ADAPT POLY INSERT	05/02/2012	18.51	.00	
	67118	CORDREEL ORANGE	05/02/2012	27.91	.00	
	67126	SAFETY SNAP	05/02/2012	21.96	.00	
	67223	GALLON POLY GAS CAN	05/04/2012	8.99	.00	
	67274	CONCRETE MIX	05/07/2012	10.38	.00	
	67288	CUT OFF WHEEL FOR METAL	05/07/2012	46.86	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1018:				1,476.42	.00	
<b>1022</b>						
<b>Central Distributing Co</b>						
	906116	Supplies	04/18/2012	441.87	.00	
	906704	Supplies	04/25/2012	206.70	206.70	05/03/2012
	906708	Supplies	04/25/2012	495.60	.00	
	906712	Supplies	04/25/2012	97.01	.00	
	9074007	Supplies	04/30/2012	85.85	.00	
	907520	Supplies	05/02/2012	518.80	.00	
Total 1022:				1,845.83	206.70	
<b>1023</b>						
<b>Chelewski Pipe &amp; Supply</b>						
	134392	VALVE BOX	04/18/2012	35.77	.00	
Total 1023:				35.77	.00	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	033012	2013 FORD	03/30/2012	32,819.35	32,819.35	04/26/2012
	112039	FLYWHEEL	04/26/2012	309.39	.00	
	112148	HANDLE	05/02/2012	29.71	.00	
	216027	DUPLICATE KEYS	04/25/2012	49.00	.00	
Total 1055:				33,207.45	32,819.35	
<b>1059</b>						
<b>Consolidated Electrical Distr</b>						
	4983-50887	LEVER BYPASS	04/24/2012	267.00-	.00	
	4983-526985	LEVER BYPASS PEDESTA	04/24/2012	790.80	.00	
	4983-527158	CONDUIT	05/02/2012	94.33	.00	
	4983-527161	130V LAMP	05/03/2012	643.92	.00	
	4983-527247	RS COVER	05/04/2012	547.72	.00	
Total 1059:				1,809.77	.00	
<b>1076</b>						
<b>Garfield County Treasurer</b>						
	043012	Landfill	04/30/2012	1,582.23	.00	
Total 1076:				1,582.23	.00	
<b>1087</b>						
<b>Grainger</b>						
	9818816036	PUMP EFFLUENT	05/03/2012	695.98	.00	
Total 1087:				695.98	.00	
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	518744	RAKES/SHOVELS	04/27/2012	229.40	.00	
Total 1094:				229.40	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1097</b>						
<b>Johnson Construction Inc</b>						
	050412	RIFLE CREED PLAZA THEATER	05/04/2012	181,578.50	.00	
	050412.	S.H. 13 SAFETY IMPROVEMENT	05/04/2012	140,154.54	.00	
	122211 PO637	RIFLE Plaza PO 637	12/22/2011	71,182.75	71,182.75	05/03/2012
	209056	HUNTER RADIO ARM	04/30/2012	1,310.00	.00	
Total 1097:				394,225.79	71,182.75	
<b>1100</b>						
<b>Karp, Neu, Hanlon P.c.</b>						
	043012	PARKS REC	04/30/2012	25,293.95	.00	
Total 1100:				25,293.95	.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50209484	DAIRY PRODUCTS/SENIOR CT	04/19/2012	69.42	.00	
	50209546	DAIRY PRODUCTS/SENIOR CT	04/24/2012	24.00	.00	
	50209556	DAIRY PRODUCTS/SENIOR CT	04/26/2012	48.00	.00	
	50209630	DAIRY PRODUCTS/SENIOR CT	05/03/2012	154.28	.00	
Total 1105:				295.70	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	223476	BAT CHGR	04/07/2012	85.38	.00	
	224256	MALE RIGI	04/12/2012	28.66	.00	
	225239	HELICOIL	04/18/2012	47.89	.00	
	225241	THD LOCK	04/18/2012	11.99	.00	
	225278	DRILL BIT	04/18/2012	47.89	.00	
	225280	OVER THE DOOR CONVE	04/18/2012	21.49	.00	
	225880	SPARK PLUG	04/22/2012	41.98	.00	
	226389	DRAIN PLUG	04/25/2012	7.69	.00	
	226475	CLUTCH SET NEW	04/25/2012	287.00	.00	
	226683	AIR FILTER	04/26/2012	22.19	.00	
	226756	FUSE HOLDER	04/27/2012	20.76	.00	
	226847	CLAMP KIT	04/27/2012	8.49	.00	
	227276	TIRE VAL	05/01/2012	25.90	.00	
	227296	OIL	05/01/2012	10.58	.00	
	227534	SPARK PLUG	05/02/2012	18.84	.00	
	227895	LITERBAGS	05/04/2012	24.09	.00	
	228556	GREASE	05/08/2012	16.32	.00	
Total 1110:				727.14	.00	
<b>1114</b>						
<b>Wells Fargo Bank West</b>						
	042712	OBI CWRPDA-SWRP/CO WATE	04/27/2012	9,126.69	9,126.69	05/01/2012
Total 1114:				9,126.69	9,126.69	
<b>1117</b>						
<b>Otis Elevator Company</b>						
	TLV05153V51	BUILDING CONTRACT	04/20/2012	1,268.76	.00	
Total 1117:				1,268.76	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1118</b>						
<b>Parts House</b>						
	5613-18423	WIPER BLADES	04/20/2012	211.76	.00	
	5613-18580	BRAKE PAD	04/26/2012	177.61	.00	
	5613-18581	LIGHTING BY WAGNER	04/26/2012	14.99	.00	
	5613-18694	CQ BLUE CHASSIS PARTS	05/01/2012	27.49	.00	
	5613-18718	WIPER BLADES	05/02/2012	94.90	.00	
Total 1118:				526.75	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	0419715882	250 E 16TH ST	04/26/2012	12.88	12.88	05/04/2012
	322220609	2515 W CENTENNIAL PKWY	04/19/2012	4,840.93	4,840.93	04/27/2012
Total 1120:				4,853.81	4,853.81	
<b>1132</b>						
<b>Rifle Lock &amp; Safe</b>						
	31699	REKEYS	04/30/2012	53.25	.00	
Total 1132:				53.25	.00	
<b>1138</b>						
<b>Schmueser/Gordon/Meyer, Inc</b>						
	990550-3	PROJECT 990550	04/25/2012	310.00	.00	
Total 1138:				310.00	.00	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	043012	INV 134601	04/30/2012	9,442.43	.00	
Total 1143:				9,442.43	.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	00081317	3/16 X 1 1/2 STRIP	04/30/2012	59.55	.00	
Total 1181:				59.55	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	121000	printing	04/13/2012	383.06	.00	
	121003	printing	04/13/2012	351.14	.00	
	121094	printing	04/24/2012	107.40	.00	
Total 1188:				841.60	.00	
<b>1191</b>						
<b>Lewan &amp; Associates, Inc</b>						
	111502	B&W METER	04/23/2012	53.95	.00	
	111503	B&W METER	04/23/2012	195.15	.00	
	111505	B&W METER	04/23/2012	411.69	.00	
	112814	B&W METER	04/26/2012	94.31	.00	
	116690	B&W METER	05/03/2012	52.46	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1191:				807.56	.00	
<b>1249</b>						
<b>Berthod Motors Inc</b>						
	157046	SEAT BACK	02/27/2012	729.29	.00	
	158000	BALL BEARING	04/23/2012	43.85	.00	
	158001	BALL BEARING	04/23/2012	55.03	.00	
Total 1249:				828.17	.00	
<b>1289</b>						
<b>Galls, An Aramark Company</b>						
	512113705	30 MINUTE FLARES	04/16/2012	94.20	.00	
Total 1289:				94.20	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	C2358984	METER PIT EXT	04/03/2012	911.45	.00	
	C2359794	CURB BOX LID SOLID	04/16/2012	37.10	.00	
	C2359820	FEBCO RPA	04/16/2012	490.80	.00	
	C2359835	PURE CORE 200	04/17/2012	1,125.35	.00	
	C2360340	HUNTER ROTOR	04/23/2012	686.88	.00	
	C2360870	ADS SOLID PIPE	04/25/2012	59.90	.00	
	C2360889	CONDUIT	04/25/2012	282.13	.00	
	C2361543	CONDUIT	05/01/2012	43.40	.00	
Total 1339:				3,637.01	.00	
<b>1407</b>						
<b>Usa Blue Book</b>						
	653940	DOOR KNOB CARDS	04/25/2012	66.98	.00	
Total 1407:				66.98	.00	
<b>1563</b>						
<b>Quill Corporation</b>						
	2459094	SUPPLIES	04/12/2012	154.31	.00	
	2612827	SUPPLIES	04/19/2012	61.02	.00	
	2658710	SUPPLIES	04/23/2012	35.69	.00	
Total 1563:				251.02	.00	
<b>1734</b>						
<b>United Companies/Oldcastle SW Group Inc</b>						
	856832	ROAD BASE	04/13/2012	129.58	.00	
	857432	ROAD BASE	04/18/2012	449.35	.00	
	857926	ROAD BASE	04/19/2012	564.05	.00	
	858020	ROAD BASE	04/20/2012	91.38	.00	
Total 1734:				1,234.36	.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	B00761	HOSE REEL ASSY	04/23/2012	1,284.56	.00	
	G22979	ELECTRONIC THROTTLE	05/02/2012	117.32	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1768:				1,401.88	.00	
<b>1796</b>						
<b>Sears</b>						
	041212	FLOOR JACK	04/12/2012	79.99	79.99	04/27/2012
Total 1796:				79.99	79.99	
<b>1806</b>						
<b>CDMS INC</b>						
	8867	DSL ACCESS - Cemetery	05/01/2012	17.95	.00	
Total 1806:				17.95	.00	
<b>1830</b>						
<b>Grand Valley Foods</b>						
	120358	FOOD PRODUCT/SR CENTER	04/17/2012	33.98	.00	
	120417	FOOD PRODUCT/SR CENTER	04/20/2012	1,375.84	.00	
	120538	FOOD PRODUCT/SR CENTER	04/27/2012	851.35	.00	
	120585	FOOD PRODUCT/SR CENTER	05/01/2012	142.70	.00	
	548379	FOOD PRODUCT/SR CENTER	04/25/2012	5.75	.00	
Total 1830:				2,409.62	.00	
<b>2122</b>						
<b>Utility Notification Center Co</b>						
	21204642	RTL TRANSMISSIONS	04/30/2012	115.92	.00	
Total 2122:				115.92	.00	
<b>2139</b>						
<b>CDW Government, Inc</b>						
	J130018	LEVITON	04/06/2012	789.72	.00	
	J208300	APC SYMETRA LX POWER MO	04/10/2012	1,555.33	.00	
	J315713	AVL DESIGN STD	04/12/2012	3,737.61	.00	
	J450549	TRIPP 10FT MINI STEREO COR	04/16/2012	74.12	.00	
	J457261	BELKIN IPHONE MICRO AC CH	04/16/2012	114.32	.00	
	J469546	BLACK BOX SWCH 8PT	04/16/2012	268.13	.00	
	J469868	BLACK BOX CAT6 PATCH	04/16/2012	242.61	.00	
	J623267	HP LTO4 ULTRIUM	04/19/2012	136.65	.00	
	J672904	BELKIN 20 FT CAB	04/20/2012	431.02	.00	
	J735968	BLACK BOX	04/23/2012	268.14	.00	
Total 2139:				7,617.65	.00	
<b>2169</b>						
<b>Information Systems Consulting</b>						
	0061258	CON-ESW-1	02/27/2012	749.25	.00	
	0061387	PSO CREDIT 1-150	03/05/2012	54,504.39	.00	
	0061456	EMC VNXE3300	03/12/2012	80,930.07	.00	
	0061523	EMC VNXE3300	03/15/2012	40,448.06	.00	
	0061603	CON-ESW-1	03/21/2012	1,134.00	.00	
	0061968	6204901400741	04/10/2012	18,335.95	.00	
	0062116	US SUPPORT	04/24/2012	8,877.75	.00	
	0062121-IN	G3 SHORTER STRONGER RAIL	04/24/2012	619.40	.00	
	0062227	SODIMN DRAM	04/30/2012	750.75	.00	
	0062279	VNXE BASE INSTALL	05/02/2012	8,088.72	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	DML111186B	SOFTWARE LICENSES	01/01/2012	18,436.80	.00	
Total 2169:				232,875.14	.00	
<b>2240</b>						
<b>Northern Tool &amp; Equipment Co</b>						
	25971438	SM RUBBER WHEEL CHOCK	04/11/2012	43.95	.00	
Total 2240:				43.95	.00	
<b>2340</b>						
<b>Nfhs-natl Fed St Hi Sch Assns</b>						
	154248	2012 FOOTBALL RULES BOOK	05/03/2012	8.46	.00	
Total 2340:				8.46	.00	
<b>2343</b>						
<b>Mountain Pest Control</b>						
	0286876	PEST CONTROL	04/11/2012	66.00	.00	
Total 2343:				66.00	.00	
<b>2357</b>						
<b>S &amp; M Water Consultants</b>						
	6508	CALIBRATE GAUGE	04/29/2012	84.00	.00	
Total 2357:				84.00	.00	
<b>2409</b>						
<b>Reserve Account</b>						
	041212	POSTAGE	04/12/2012	990.59	990.59	04/27/2012
Total 2409:				990.59	990.59	
<b>2469</b>						
<b>Pinnacol Assurance</b>						
	16151363	WORKER'S COMP	03/31/2012	2,107.00	2,107.00	05/04/2012
Total 2469:				2,107.00	2,107.00	
<b>2497</b>						
<b>Techdepot/Solution 4Sure</b>						
	B120413379V1	HP MAGENTA TONER	04/27/2012	331.98	.00	
	B120413379V2	HP DRUM KIT	04/27/2012	200.66	.00	
Total 2497:				532.64	.00	
<b>2540</b>						
<b>Walker Electric</b>						
	4096	CHANGE SWITCH	04/24/2012	65.00	.00	
Total 2540:				65.00	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	274290I	supplies	04/11/2012	180.31	.00	
	274296I	supplies	04/13/2012	11.19	.00	
	274749I	supplies	04/23/2012	56.23	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	275153	supplies	05/03/2012	104.10	.00	
Total 2573:				351.83	.00	
<b>2835</b>						
<b>L.L. Johnson Distributing Co</b>						
	1598003-00	GASKET VALVE COVER	04/10/2012	20.19	.00	
Total 2835:				20.19	.00	
<b>2846</b>						
<b>Colo Mtn News Media</b>						
	7632092A 030	AD	03/08/2012	14.67	14.67	04/27/2012
	7818876A 042	AD	04/26/2012	19.23	19.23	04/27/2012
Total 2846:				33.90	33.90	
<b>2861</b>						
<b>Ulve, Brian</b>						
	050112	REMIBURSEMENT SUPPLIES	05/01/2012	17.21	17.21	05/04/2012
Total 2861:				17.21	17.21	
<b>2936</b>						
<b>Farmer Bros. Co.</b>						
	56176727	FOOD PRODUCTS/SENIOR CTR	04/24/2012	255.13	.00	
Total 2936:				255.13	.00	
<b>2955</b>						
<b>Rifle Rendezvous Festival, Inc</b>						
	050112	VIF Rifle Rendezvous Donation	05/01/2012	3,000.00	3,000.00	05/04/2012
Total 2955:				3,000.00	3,000.00	
<b>2960</b>						
<b>Walmart Community</b>						
	018565	SUPPLIES	04/18/2012	114.68	114.68	04/27/2012
	018655	WEED PREVENT	04/18/2012	18.92	18.92	04/27/2012
	024445	SUPPLIES	04/24/2012	10.97	10.97	05/04/2012
	025090	SUPPLIES	04/25/2012	30.52	30.52	05/04/2012
	025164	FOOD SUPPLIES	04/25/2012	238.36	238.36	05/04/2012
	027058	SUPPLIES	04/27/2012	67.68	67.68	05/04/2012
Total 2960:				481.13	481.13	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	016193.	FOOD /SR CENTER	04/16/2012	176.32	176.32	05/04/2012
	020244	FOOD /SR CENTER	04/23/2012	56.57	56.57	05/04/2012
	022641	FOOD /SR CENTER	04/16/2012	27.16	27.16	05/04/2012
	083315	DRINKS CITIZENS NO WATER	04/17/2012	219.39	219.39	04/27/2012
	083474	FOOD/MEETING	04/17/2012	307.35	307.35	04/27/2012
	089450	WATER CITIZENS NO WATER	04/17/2012	18.54	18.54	04/27/2012
	138057	DRINKS	04/25/2012	25.83	25.83	04/27/2012
	147965	ADMIN ASS GIFT	04/25/2012	66.54	66.54	04/27/2012
	160652	FOOD/SUPPLIES	04/25/2012	28.35	28.35	04/27/2012
	166812.	FOOD /SR CENTER	05/01/2012	78.94	78.94	05/04/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	241170	FOOD /SR CENTER	04/26/2012	7.18	7.18	05/04/2012
	316847	FOOD /SR CENTER	04/20/2012	325.76	325.76	05/04/2012
Total 3015:				1,337.93	1,337.93	
<b>3035</b>						
<b>Rocky Mountain Supply Co.</b>						
	11795	WEAR PATCH	05/02/2012	266.81	.00	
Total 3035:				266.81	.00	
<b>3083</b>						
<b>ALSCO</b>						
	1147831	work shirts and pants	04/03/2012	28.78	.00	
	1150939	work shirts and pants	04/10/2012	27.96	.00	
	1153788	LAUNDRY/senior center	04/17/2012	52.13	.00	
	1156557	LAUNDRY/senior center	04/24/2012	55.65	.00	
	1159254	work shirts and pants	05/01/2012	27.96	.00	
Total 3083:				192.48	.00	
<b>3285</b>						
<b>Johnson-Carter Architects, PC</b>						
	1105C-6	UTE THEATRE INTERIOR	05/01/2012	1,125.00	.00	
Total 3285:				1,125.00	.00	
<b>3446</b>						
<b>Staples Business Advantage</b>						
	8021615918	supplies	04/14/2012	516.32	.00	
Total 3446:				516.32	.00	
<b>3454</b>						
<b>Transwest Freightliner Of Gj</b>						
	4221170016	DIPSTICK	04/26/2012	165.82	.00	
Total 3454:				165.82	.00	
<b>3780</b>						
<b>Concrete Equipment</b>						
	127188	REBAR	04/18/2012	31.86	.00	
	127367	REBAR	04/24/2012	38.11	.00	
	127673	LIMESTONE	05/03/2012	132.48	.00	
Total 3780:				202.45	.00	
<b>3847</b>						
<b>Drive Train Industries Inc</b>						
	04550308	FILTER	04/25/2012	153.05	.00	
	04550583	FILTER	05/02/2012	52.55	.00	
Total 3847:				205.60	.00	
<b>3858</b>						
<b>Wells Fargo Bank Mn Na</b>						
	042712	OBI:CWRPDA-SWRP/RIFLE-148	04/27/2012	9,247.09	9,247.09	05/01/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3858:				9,247.09	9,247.09	
<b>4055</b>						
<b>UPS/United Parcel Service</b>						
	Y2097W172	SHIPPING	04/28/2012	11.44	.00	
Total 4055:				11.44	.00	
<b>4098</b>						
<b>Heuton Tire Co</b>						
	95850	TIRES/FLEET	04/27/2012	381.16	.00	
Total 4098:				381.16	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	142228	COFFEE	04/26/2012	105.60	.00	
	142229	COFFEE	04/26/2012	66.66	.00	
Total 4141:				172.26	.00	
<b>4181</b>						
<b>Crown Awards</b>						
	31498234	SOCCER MEDALS	04/18/2012	336.65	336.65	05/03/2012
Total 4181:				336.65	336.65	
<b>4215</b>						
<b>Ziegler, James</b>						
	65304	RECAL	04/27/2012	65.00	.00	
Total 4215:				65.00	.00	
<b>4240</b>						
<b>Platinum Plus For Business</b>						
	BARTH 04111	CONFERENCE	04/11/2012	611.86	611.86	04/27/2012
	BRAATEN 041	DOLA MEETING	04/11/2012	191.90	191.90	04/27/2012
	BRIEDIS-0411	COL PARKS REC	04/11/2012	32.83	32.83	04/27/2012
	BURNS-04111	COMPRESSED GAS NEW GMC	04/11/2012	42.59	42.59	04/27/2012
	CAIN 041112.	JOBTARGET LLC	04/11/2012	236.25	236.25	04/27/2012
	CHRISTENSE	MEALS MEETINGS	04/11/2012	1,152.83	1,152.83	04/27/2012
	EDGETON-041	EAST SAVINGS FUELMAN REB	04/11/2012	2,076.45	2,076.45	04/27/2012
	GALLEGOS 04	CERTIFICATION COUNCIL	04/11/2012	756.17	756.17	04/27/2012
	HIER 041112	BEAVER RUN RESERVATION	04/11/2012	533.97	533.97	04/27/2012
	KEHOE-04111	TRAINING	04/11/2012	1,277.56	1,277.56	04/27/2012
	KELTY-041112	STAFF LUNCH	04/11/2012	66.58	66.58	04/27/2012
	MACKLIN-0411	springfield armorer course	04/11/2012	116.80	116.80	04/27/2012
	MEISNER-041	CIRSA MEETING	04/11/2012	35.07	35.07	04/27/2012
	MILES 041112	SEMINAT-MONTROSE	04/11/2012	15.90	15.90	04/27/2012
	SHAW-041112	GAS NEW GMC/LUNCH	04/11/2012	169.47	169.47	04/27/2012
	STURGEON 0	CONFERENCING	04/11/2012	39.15	39.15	04/27/2012
	TYLER 041112	GAS NEW GMC/LUNCH	04/11/2012	212.21	212.21	04/27/2012
	WILSON-0411	CONFERENCE	04/11/2012	974.13	974.13	04/27/2012
	WRIDE-041112	GOVERNMENT JOBS.COM	04/11/2012	175.00	175.00	04/27/2012
Total 4240:				8,716.72	8,716.72	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>4345</b> <b>Helen Artist-Rogers/HR Design</b>						
	042712	DDA MANAGEMENT	04/27/2012	2,333.27	2,333.27	04/27/2012
Total 4345:				2,333.27	2,333.27	
<b>4406</b> <b>Rifle Creek Stone Inc</b>						
	28901	3 SCREENED	04/19/2012	120.71	.00	
Total 4406:				120.71	.00	
<b>4459</b> <b>Ground Engineering Consultants</b>						
	126510.0-1	TESTING MATERIAL STATE HW	04/26/2012	330.00	.00	
Total 4459:				330.00	.00	
<b>4539</b> <b>In The Swim</b>						
	009031145	fiberglass board	04/17/2012	1,877.95	1,877.95	05/03/2012
Total 4539:				1,877.95	1,877.95	
<b>4591</b> <b>Code Analysis And Design</b>						
	041812	PLAN REVIEW	04/18/2012	715.00	.00	
Total 4591:				715.00	.00	
<b>4612</b> <b>Automated Batting Cages Corp.</b>						
	98500	BASEBALLS/SOFTBALLS	04/16/2012	1,187.00	1,187.00	05/03/2012
Total 4612:				1,187.00	1,187.00	
<b>4630</b> <b>Kirkman, Ula</b>						
	91	PERFORMANCE/SR CENTER	04/19/2012	75.00	75.00	05/04/2012
Total 4630:				75.00	75.00	
<b>4701</b> <b>Tri County Fire Protection</b>						
	87331	BACKFLOW PREV TEST	04/19/2012	860.00	.00	
Total 4701:				860.00	.00	
<b>4734</b> <b>Vandewalle &amp; Associates, Inc.</b>						
	201204033	CONCEPT PLAN BUSINESS PL	04/20/2012	859.75	859.75	05/03/2012
Total 4734:				859.75	859.75	
<b>4753</b> <b>Rifle Truck &amp; Trailer</b>						
	5158	WINCH MARINE	05/02/2012	37.75	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4753:				37.75	.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-534681	PORTABLE RESTROOM MOUN	04/10/2012	810.00	.00	
	114-546392	PORTABLE RESTROOM CENTE	04/17/2012	150.00	.00	
Total 4811:				960.00	.00	
<b>4838</b>						
<b>Sun Trust Bank Corpotation</b>						
	042712	4430005039/1097081/HONEY W	04/27/2012	26,254.45	26,254.45	05/01/2012
Total 4838:				26,254.45	26,254.45	
<b>4869</b>						
<b>My Precious Pet</b>						
	116\	FISH TANK/SR CENTER	04/12/2012	130.00	130.00	05/04/2012
Total 4869:				130.00	130.00	
<b>4879</b>						
<b>Cardiff Cleaning Services</b>						
	4395	CLEANING JUSTICE CENTER	04/15/2012	4,175.00	.00	
Total 4879:				4,175.00	.00	
<b>4926</b>						
<b>Ge Capital</b>						
	57135111	SHARP COPIERS/ PD	04/18/2012	575.69	.00	
Total 4926:				575.69	.00	
<b>4966</b>						
<b>Graphic Edge</b>						
	598310	Team uniforms/rec	05/02/2012	888.18	.00	
	599221	Team uniforms/rec	05/02/2012	1,781.84	.00	
	600683	Team uniforms/rec	05/03/2012	773.60	.00	
Total 4966:				3,443.62	.00	
<b>4989</b>						
<b>Mr Power S/Sandor Drucker</b>						
	176	SIDEWALK CLEANING/DDA	04/27/2012	750.00	.00	
Total 4989:				750.00	.00	
<b>5023</b>						
<b>CASELLE INC</b>						
	42615	CONTRACT SUPPORT/FINANC	05/01/2012	3,642.00	.00	
Total 5023:				3,642.00	.00	
<b>5066</b>						
<b>CARTEGRAPH SYSTEMS INC</b>						
	R-07890	CARTE LITE SUBSCRIPTION RE	04/23/2012	4,585.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5066:				4,585.00	.00	
<b>5071</b>						
<b>QDS COMMUNICATIONS, INC</b>						
	10991	IMPRESS MULTI UNIT CHARGE	04/23/2012	650.15	.00	
Total 5071:				650.15	.00	
<b>5181</b>						
<b>FRED'S HARDWARE</b>						
	20301 050112	SUPPLIES	05/01/2012	381.71	.00	
	20302 050112	SUPPLIES	05/01/2012	8.30	.00	
	20303 050112	SUPPLIES	05/01/2012	129.14	.00	
	20305 050112	SUPPLIES	05/01/2012	330.71	.00	
Total 5181:				849.86	.00	
<b>5192</b>						
<b>PECZUH PRINTING COMPANY</b>						
	184522	BUSINESS CARDS	04/27/2012	34.00	.00	
Total 5192:				34.00	.00	
<b>5207</b>						
<b>Hayes, Peter</b>						
	042712	COMMERICAL BUILDING TEST	04/27/2012	180.00	180.00	04/27/2012
Total 5207:				180.00	180.00	
<b>5208</b>						
<b>FOWLER &amp; PETH</b>						
	J298661	Roofing Materials Deerfield/Metro	05/02/2012	2,878.32	2,878.32	05/04/2012
Total 5208:				2,878.32	2,878.32	
<b>5236</b>						
<b>THOMPSON DISTRIBUTING, INC</b>						
	5071	SUPPLIES	04/20/2012	115.00	.00	
	5077	SUPPLIES	04/19/2012	125.39	.00	
Total 5236:				240.39	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	49243	LRG IND MULTI TOOL	04/16/2012	74.20	.00	
	49339	3/8-16-1	04/20/2012	23.23	.00	
	49342	HCS 1/2	04/20/2012	9.73	.00	
	49455	L/XL HV230 LIME VEST	04/26/2012	49.54	.00	
	49509	SLEDGE	04/27/2012	68.10	.00	
Total 5253:				224.80	.00	
<b>5384</b>						
<b>MOUNTAIN HIGH PAINT</b>						
	2504	PAINT AND PAINT SUPPLIES	04/17/2012	221.10	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5384:				221.10	.00	
<b>5413</b>						
<b>Bruno, Colin, Jewell &amp; Lowe PC</b>						
	122830	Legal Fees	04/27/2012	1,841.70	.00	
Total 5413:				1,841.70	.00	
<b>5447</b>						
<b>RIB CITY GRILL</b>						
	042712	LUNCH PROJECT CLEAN SWEE	04/27/2012	474.95	474.95	04/27/2012
Total 5447:				474.95	474.95	
<b>5473</b>						
<b>McAfee</b>						
	95124574	FAIL SAFE DISASTER RECOVER	04/01/2012	225.60	.00	
Total 5473:				225.60	.00	
<b>5503</b>						
<b>JAY-MAX SALES</b>						
	217426-00	WHEEL WEIGHT COATED LEAD	05/03/2012	49.62	.00	
	217647-01	METRIC FLAT WASHER	05/03/2012	6.50	.00	
	217990-00	COTTON RAGS	04/26/2012	31.00	.00	
Total 5503:				87.12	.00	
<b>5516</b>						
<b>Rifle City Petty Cash - PD</b>						
	050412	SUPPLIES	05/04/2012	86.71	86.71	05/04/2012
Total 5516:				86.71	86.71	
<b>5564</b>						
<b>MAURER, AMANDA</b>						
	6	SERVING AS ASSOCIATE MUNI	05/02/2012	1,200.00	1,200.00	05/04/2012
Total 5564:				1,200.00	1,200.00	
<b>5613</b>						
<b>SunEdison, LLC/pump station</b>						
	771205013582	PUMP STATION #1	05/01/2012	5,668.33	5,668.33	05/04/2012
Total 5613:				5,668.33	5,668.33	
<b>5650</b>						
<b>HIGH COUNTRY GAS</b>						
	142671	WYPO STANDARD PLUS CLEA	04/03/2012	10.75	.00	
Total 5650:				10.75	.00	
<b>5680</b>						
<b>Malcolm Pirnie, Inc.</b>						
	0446165	Rifle Bond Bypass Engineering	12/31/2011	1,773.00	1,773.00	05/03/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5680:				1,773.00	1,773.00	
<b>5751</b>						
<b>SYMBOL ARTS</b>						
	0164735-IN	ART CHARGE	03/20/2012	150.00	150.00	04/27/2012
Total 5751:				150.00	150.00	
<b>5833</b>						
<b>SunEdison, LLC/SunE U6 holding</b>						
	781205013581	energy innovation center	05/01/2012	15,544.62	15,544.62	05/04/2012
Total 5833:				15,544.62	15,544.62	
<b>5846</b>						
<b>Mesa County Health Department</b>						
	1527-12	Water Testing	05/01/2012	20.00	20.00	05/04/2012
	1528-12	Water Testing	05/01/2012	20.00	20.00	05/04/2012
	1529-12	Water Testing	05/01/2012	20.00	20.00	05/04/2012
	1530-12	Water Testing	05/01/2012	20.00	20.00	05/04/2012
	1531-12	Water Testing	05/01/2012	20.00	20.00	05/04/2012
	1532-12	Water Testing	05/01/2012	20.00	20.00	05/04/2012
Total 5846:				120.00	120.00	
<b>5849</b>						
<b>NUTECH SPECIALTIES, INC</b>						
	83773	flammable liquids	04/12/2012	285.30	.00	
Total 5849:				285.30	.00	
<b>5948</b>						
<b>Manuppella, Trish</b>						
	042712	WORK BOOTS	04/27/2012	129.13	129.13	04/27/2012
Total 5948:				129.13	129.13	
<b>5958</b>						
<b>Utility Refund</b>						
	1083102	REFUND-762 BUCKEYE CT	05/02/2012	34.92	34.92	05/04/2012
	2474103	REFUND-2289 MEADOW CIR	04/27/2012	184.13	184.13	05/04/2012
	3138101	REFUND-760 ELDER CT	05/02/2012	626.43	626.43	05/04/2012
	3139101	REFUND-762 ELDER CT	05/02/2012	434.53	434.53	05/04/2012
	3140101	REFUND-764 ELDER CT	05/02/2012	613.98	613.98	05/04/2012
	3141101	REFUND-766 ELDER CT	05/02/2012	485.58	485.58	05/04/2012
Total 5958:				2,379.57	2,379.57	
<b>5960</b>						
<b>Recreation Fee Refunds</b>						
	2000753002	REC FEE REFUND	04/26/2012	62.00	62.00	04/27/2012
Total 5960:				62.00	62.00	
<b>5966</b>						
<b>ECOS ENVIRONMENTAL &amp; DISASTER</b>						
	4912	DEBRIS CLEAN UP	05/02/2012	1,788.11	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5966:				1,788.11	.00	
<b>6001</b>						
<b>Christie Ward &amp; Associates, Inc</b>						
	1163	DISC TRAINING	05/01/2012	195.00	.00	
Total 6001:				195.00	.00	
<b>6043</b>						
<b>Wilkins Angie</b>						
	043012	MILE REIMBURSEMENT	04/30/2012	48.40	48.40	05/04/2012
Total 6043:				48.40	48.40	
<b>6047</b>						
<b>Climate Control Company</b>						
	S50246	REPAIR AC CITY HALL	04/25/2012	127.00	.00	
Total 6047:				127.00	.00	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>						
	050112	MONTHLY FEE MAY 2012	05/01/2012	35,926.90	.00	
	050112.	PORTABLE RESTROOM	05/01/2012	109.01	.00	
Total 6067:				36,035.91	.00	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	15699	SUPPLIES	03/26/2012	107.99	.00	
	15803	SUPPLIES	04/12/2012	1,295.00	.00	
	15872	SUPPLIES	04/26/2012	6.34	.00	
	15873	SUPPLIES	04/26/2012	713.93	.00	
Total 6137:				2,123.26	.00	
<b>6145</b>						
<b>LA POLICE GEAR, INC.</b>						
	1645031	BLACKHAWK TASER CARTRID	04/11/2012	331.80	.00	
Total 6145:				331.80	.00	
<b>6200</b>						
<b>CAMCA</b>						
	042712	TRAINING REGISTRATION-WIS	04/27/2012	40.00	40.00	04/27/2012
	042712.	TRAINING REGISTRATION-GRA	04/27/2012	100.00	100.00	04/27/2012
Total 6200:				140.00	140.00	
<b>6234</b>						
<b>The Glove Wagon</b>						
	14795	GLOVE LEATHER DRIVER	04/25/2012	168.00	.00	
Total 6234:				168.00	.00	
<b>6237</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Leyba Painting						
	042712	Painting pool, bathrooms, deck. sli	04/27/2012	22,905.00	.00	
Total 6237:				22,905.00	.00	
<b>6242</b>						
<b>Xerox Corporation</b>						
	061417355	BASE CHARGE	05/01/2012	258.65	.00	
Total 6242:				258.65	.00	
<b>6245</b>						
<b>National Notary Association</b>						
	157858395	INSURANCE RENEWAL	04/27/2012	24.75	24.75	04/27/2012
Total 6245:				24.75	24.75	
<b>6251</b>						
<b>Pet Waste Eliminator</b>						
	3549059	ELMINATOR BAGS	04/24/2012	600.00	.00	
Total 6251:				600.00	.00	
<b>6276</b>						
<b>State Industrial Products</b>						
	95633091	KNOCK OUT ALL PURPOSE RE	04/17/2012	224.09	.00	
Total 6276:				224.09	.00	
<b>6279</b>						
<b>Fluid Technology</b>						
	049406	SEAL KIT	04/19/2012	381.50	.00	
Total 6279:				381.50	.00	
<b>6282</b>						
<b>Kansas State Bank</b>						
	042712	PRINCIPAL	04/27/2012	1,672.98	1,672.98	05/01/2012
Total 6282:				1,672.98	1,672.98	
<b>6295</b>						
<b>Labyrinth Healthcare Group</b>						
	13991	ADVOCACY SERVICES MAY 20	04/20/2012	276.00	276.00	04/27/2012
Total 6295:				276.00	276.00	
<b>6303</b>						
<b>Law Office of Angela Roff, PC</b>						
	670	PROSECUTION LIQUOR VIOLA	04/30/2012	2,679.30	2,679.30	05/04/2012
Total 6303:				2,679.30	2,679.30	
<b>6324</b>						
<b>International Code Council, Inc.</b>						
	127308	IRC COMMETARY COMBO	04/25/2012	195.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6324:				195.00	.00	
<b>6330</b>						
<b>COUNTY HEALTH POOL</b>						
	042712	IT	04/27/2012	96,516.06	96,516.06	04/27/2012
	050112	COBRA INSURANCE JONES, WI	05/01/2012	531.82	531.82	05/04/2012
Total 6330:				97,047.88	97,047.88	
<b>6331</b>						
<b>Utility Service Company, Inc.</b>						
	290386	Tank Mixing sytem for 3 mg tank	04/25/2012	49,725.00	.00	
Total 6331:				49,725.00	.00	
<b>6335</b>						
<b>FitnessTech</b>						
	17541	SERVICE REPAIR EXERCISE E	04/25/2012	270.00	.00	
Total 6335:				270.00	.00	
<b>6347</b>						
<b>ALL HOURS CLEANING &amp; MAINTENANCE</b>						
	2875	CLEANING HEALTH CENTER	05/02/2012	800.00	.00	
Total 6347:				800.00	.00	
<b>6354</b>						
<b>ALL SEASONS LAUNDRY</b>						
	23563	GYM TOWELS-LAUNDRY	04/30/2012	144.16	.00	
Total 6354:				144.16	.00	
<b>6355</b>						
<b>LAFARGE WEST INC</b>						
	23565567	ULTRAVERTICAL 3010	04/25/2012	141.25	.00	
	23587239	ULTRAVERTICAL 3010	04/27/2012	141.25	.00	
Total 6355:				282.50	.00	
<b>6356</b>						
<b>POWERSYSTEMS</b>						
	1297869	LEATHER POWER BELT	04/24/2012	168.15	.00	
Total 6356:				168.15	.00	
<b>6357</b>						
<b>FIRST STRING</b>						
	4276	PORT COMPOANY ESSENTIAL	04/25/2012	402.00	.00	
Total 6357:				402.00	.00	
<b>6394</b>						
<b>ALLSTATE ENVIRONMENTAL</b>						
	04012-01	NON SELECTIVE WEED KILLER	05/02/2012	2,401.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6394:				2,401.00	.00	
<b>6402</b>						
<b>CENTURY LINK</b>						
	6250108 0422	FITNESS CENTER	04/22/2012	142.19	142.19	05/04/2012
	6254904 04221	POLICE	04/22/2012	101.39	101.39	05/04/2012
	6254960 04221	POLICE	04/22/2012	109.96	109.96	05/04/2012
	6257330 04221	OM	04/22/2012	412.44	412.44	05/04/2012
	6259719 04221	FINANCE	04/22/2012	88.04	88.04	05/04/2012
	K-7191113095	FITNESS	04/22/2012	941.15	941.15	05/04/2012
Total 6402:				1,795.17	1,795.17	
<b>6430</b>						
<b>Frog and Toad</b>						
	050312	CENTENNIAL CONCERT JULY 2	05/03/2012	400.00	400.00	05/04/2012
Total 6430:				400.00	400.00	
<b>6441</b>						
<b>Rocky Mountain ALternative Fueling</b>						
	043012	FUEL	04/30/2012	24.31	.00	
Total 6441:				24.31	.00	
<b>6512</b>						
<b>C.B. WELLS</b>						
	4	PERFORMANCE RIFLE SENIOR	04/14/2012	100.00	100.00	05/04/2012
Total 6512:				100.00	100.00	
<b>6520</b>						
<b>Rifle Regional Economic Development Corp</b>						
	133	MUNICIPAL INVESTOR MEMBE	05/04/2012	12,000.00	.00	
Total 6520:				12,000.00	.00	
<b>6548</b>						
<b>CACALOCO COMPOST INC</b>						
	9867	COMPOST	04/27/2012	738.00	738.00	05/04/2012
Total 6548:				738.00	738.00	
<b>6553</b>						
<b>CHARLIER ASSOCIATES, INC</b>						
	976	CONSULTING FEES	04/20/2012	49,361.92	.00	
Total 6553:				49,361.92	.00	
<b>6568</b>						
<b>MICRO PLASTICS</b>						
	90924	BANNER-SPRING CLEAN UP	04/06/2012	560.00	.00	
Total 6568:				560.00	.00	
<b>6590</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ELLIS ELECTRIC	042312	ELECTRIC WORK RC PARK	04/23/2012	100.00	100.00	04/27/2012
Total 6590:				100.00	100.00	
<b>6591</b> <b>GOODE, DANIEL</b>	042412	APPLIANCE REBATE PROGRA	04/24/2012	200.00	200.00	04/27/2012
Total 6591:				200.00	200.00	
<b>6592</b> <b>HARRIS, CHRISTINE</b>	042512	REFUND CORPORATE MEMBE	04/25/2012	638.00	638.00	04/27/2012
Total 6592:				638.00	638.00	
<b>6594</b> <b>BOVEE CONSTRUCTION INC</b>	041312	DEPOSIT REFUND-8616	04/13/2012	500.00	500.00	05/04/2012
Total 6594:				500.00	500.00	
<b>6595</b> <b>BRAUN CONSTRUCTION INC</b>	041312	DEPOSIT- REFUND-PERMIT 817	04/13/2012	500.00	500.00	05/04/2012
Total 6595:				500.00	500.00	
<b>6596</b> <b>SEAN STRODE</b>	050312	CENTENNIAL CONCERT AUG 1	05/03/2012	450.00	450.00	05/04/2012
Total 6596:				450.00	450.00	
<b>6597</b> <b>THE SIRENS</b>	050312	CENTENNIAL CONCERT JULY 8	05/03/2012	500.00	500.00	05/04/2012
Total 6597:				500.00	500.00	
<b>6598</b> <b>B&amp;R SEPTIC SERVICES, INC</b>	7428	REPAIR ROOTER DRAIN	02/17/2012	250.00	250.00	05/04/2012
Total 6598:				250.00	250.00	
<b>6599</b> <b>BRIAN'S ROOTER &amp; DRAIN SERVICE, INC</b>	1597	REPAIR INSTALL NEW LINER	04/18/2012	1,550.00	.00	
Total 6599:				1,550.00	.00	
<b>6600</b> <b>C &amp; R KUSTOM POWDER KOTING</b>	010909	SANDBLAST CHROME	04/12/2012	206.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6600:				206.00	.00	
<b>6601</b>						
<b>DIAMOND EQUIPMENT &amp; SUPPLY CO.</b>						
	67517	CARTRIGE	04/09/2012	117.21	.00	
Total 6601:				117.21	.00	
<b>6602</b>						
<b>FOREMOST PROMOTIONS</b>						
	162261	REFLECTIVE BIKE SLIDER	04/24/2012	304.47	.00	
Total 6602:				304.47	.00	
<b>6603</b>						
<b>ITASCA GREENHOUSE, INC.</b>						
	14519	BLUE SPRUCE FULL BAG	04/18/2012	438.10	.00	
Total 6603:				438.10	.00	
<b>6604</b>						
<b>OPTICSPLANET, INC</b>						
	2943773	PELICAN 2326C	04/17/2012	25.49	.00	
Total 6604:				25.49	.00	
<b>6605</b>						
<b>WESTERN SLOPE COUNTERTOPS</b>						
	3640	LAMINATE COUNTER TOPS	05/04/2012	830.00	.00	
Total 6605:				830.00	.00	
Grand Totals:				1,155,142.63	315,962.04	

Dated: \_\_\_\_\_

City Finance Director: \_\_\_\_\_

Report Criteria:

- Summary report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

May 10, 2012

Mayor Jay Miller  
Rifle City Council  
P. O. Box 1908  
Rifle, Colorado 81650

Re: May 16, 2012 City Council Meeting

Dear Mayor Miller and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the May 16, 2012 Rifle City Council Meeting.

1. Ordinance No. 12, Series of 2012 (Victims and Witnesses Assistance and Law Enforcement (“VALE”) Program). The Colorado statutes at C.R.S. §24-4.1-301, *et seq.* regulate a victim’s rights to justice and due process in the State of Colorado and impose certain obligations on local law enforcement to provide services and information to victims of crimes. The City currently participates in the Garfield County Sheriff’s Office victim’s rights program funded in part by the County’s Victims and Witnesses Assistance and Law Enforcement (“VALE”) Fund, but the receipt of such funds is not guaranteed. In order to build a fund for City VALE services and information in the event that Garfield County discontinues its funding of the program, Police Chief Daryl Meisner proposes adopting a ten percent (10%) surcharge on the costs of municipal court infractions dedicated to a City VALE Fund, with the expectation that this amount could be increased in the future if needs exceed funding. Glenwood Springs, Carbondale, and Silt have established VALE programs and collect municipal court surcharges ranging from twenty-five percent (25%) to thirty percent (30%) of the cost of the infraction. The surcharge and administration of the Fund are detailed in Ordinance No. 12, Series of 2012 before you on first reading.

Ordinance No. 12 also establishes a VALE Board, to be comprised of five members appointed by the City Council. The VALE Board will be responsible for administering VALE funds within the parameters established in the proposed Chapter 2, Article XIV of the Rifle Municipal Code (“RMC”). Chief Meisner can provide further detail on how the County’s VALE monies are currently administered and the anticipated role of the Rifle VALE Fund.

Finally, the Ordinance also corrects a codification error in Section 2-4-240 of the RMC. Several municipal court surcharges lawfully enacted in 2003, including the YouthZone surcharge, were unintentionally omitted from recodification of the RMC but are validly collected by the Rifle Municipal

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Mayor Jay Miller  
Rifle City Council  
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Court. Since the VALE Fund surcharge is being proposed for adoption in Section 2-4-240, it is appropriate to reference the omitted municipal court surcharge provisions in the Ordinance.

We recommend approval of Ordinance No. 12, Series of 2012 on first reading.

2. Ordinance No. 13, Series of 2012 (Repealing and Reenacting RMC Chapter 7, Article VI, “Animals”). Rifle’s animal regulations are established at Chapter 7, Article VI of the RMC. The majority of the provisions were adopted in 1990. Since that time animal control practices have evolved, and the Colorado legislature has adopted numerous statutes regulating animals. Recognizing that the City’s existing animal regulations were increasingly outdated, City staff, led by Police Chief Daryl Meisner, worked with Friends of the Rifle Animal Shelter (“FRAS”) and other Colorado animal control officials to produce a comprehensive framework for animal control and regulation in the City. Ordinance No. 13, Series of 2012 in your packets proposes the repeal and reenactment of RMC Chapter 7, Article VI accordingly. The new Article VI maintains many of the City’s existing policies but provides staff, particularly the Police Department, with a consistent approach to animal control and impoundment, rabies control, quarantines, and vaccinations that comply with state law as well as best practices used by veterinarians and other animal care providers. The proposed regulations also clarify the Police Department’s enforcement authority.

Chief Meisner will provide further detail on the new Article VI and the proposed revisions, but we do want to highlight a few policy items for the Council. First, the Chief raises the question of whether wolf hybrids should be banned in the City, a step not taken in Ordinance No. 13 as drafted. Wolf hybrids are controversial because they are not known to respond to rabies vaccinations and are considered by some to be non-domesticated. The new animal regulations also adopt a definition of “potentially dangerous animals” associated with a higher level of responsibility for their owners. The definition includes animals that cause non-serious injuries to a person or domestic animal, aggressively chase or menace a person or domestic animal, or act in a highly aggressive manner within a fenced yard or enclosure and appear to a reasonable person able to jump over or escape from the yard or enclosure. FRAS does not favor the last defining factor, but staff notes that the “potentially dangerous animal” category is a level below “vicious animal” and is intended to promote public safety by means of responsible ownership protocol.

The revised Chapter 7, Article VI at Section 7-6-120 would also cap the numbers of domestic animals in residential districts. The current regulations do not restrict the numbers of potbellied pigs, rabbits, dogs, cats, exotic animals, or domestic animals allowable per household in the City. The Council may wish to review these provisions as a policy matter.

We recommend approval of Ordinance No. 13, Series of 2012 on first reading.

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Rifle City Council  
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As always, please feel free to call us prior to the meeting if you have any questions.

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

Enclosures

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN GARFIELD COUNTY AND THE CITY OF RIFLE**  
**FOR ENERGY INNOVATION CENTER**  
**INFRASTRUCTURE IMPROVEMENTS**

This Intergovernmental Agreement is entered into by and between **Garfield County, State of Colorado** (the “County”) and the **City of Rifle, Colorado** (the “City”) (collectively, the “Parties”) to provide financial support for qualifying infrastructure improvements (the “IGA” or “Agreement”).

**RECITALS**

WHEREAS, the County is a body politic and corporate of the State of Colorado whose powers are exercised by the Board of County Commissioners (“BOCC”); C.R.S. §§ 30-5-125 and 30-11-103 (2011); and

WHEREAS, the City is a Colorado home rule municipality; Colo. Const., art. XX, § 6; and

WHEREAS, the Parties are authorized and encouraged to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; Colo. Const. art. XIV, § 18(2) (a)-(c) and art. XI, § 2; C.R.S. § 29-1-201 (1971); and

WHEREAS, the County maintains an Oil and Gas Mitigation Fund (the “Fund”) for the receipt and expenditure of certain specifically designated monies to be used “for the purpose of directly mitigating adverse property, social and environmental impacts of oil and gas related activities and conducting or contracting to conduct studies, assessments, and research related to potential or actual impacts”; BOCC Resolution No. 2011-13 ¶ 2; C.R.S. § 29-1-102(10); and

WHEREAS, the BOCC is empowered to authorize payment from the Fund to mitigate certain impacts, which can include construction of infrastructure; BOCC Resolution No. 2011-13, ¶ 4.c; and

WHEREAS, the City has requested financial support from the County to assist with construction of certain infrastructure improvements, described more specifically below, at its Energy Innovation Center (a.k.a. the West UMTRA site) located at 2515 West Centennial Parkway, Rifle, Colorado 81650 (“EIC Infrastructure”); and

WHEREAS, the County on April 2, 2012, by unanimous vote of the BOCC, made a preliminary commitment of seven-hundred thousand dollars (\$700,000.00) for certain

infrastructure improvements and the Parties desire to set forth the terms and conditions of the City's receipt of such monies in this IGA.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements identified below, the Parties agree as follows:

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

2. **Oil and Gas Mitigation Fund Award.** Subject to the terms and conditions set forth in this IGA, the BOCC hereby designates an amount not to exceed SEVEN-HUNDRED THOUSAND DOLLARS (\$700,000.00) to be awarded and used to reimburse the City for qualifying infrastructure improvements that lead to the removal or lessening of impediments to economic development due to oil and gas related activities in the City (the "Grant").

3. **Grant and Project.** The Grant shall be used by the City solely to complete Infrastructure Improvements as defined herein in substantial conformity with final plans, specifications, designs and uses approved by the BOCC.

4. **Energy Innovation Center Infrastructure Improvements.** The Energy Innovation Center Infrastructure Improvements ("EIC Improvements") eligible for reimbursement pursuant to this Agreement are limited as described herein. **[City Attorney to describe project and include/incorporate attachments as presented on April 2.]**

5. **Completion Date.** The City shall complete all EIC Improvements no later than \_\_\_\_\_.

6. **Conditions for Disbursement of Funds.** Disbursement of Grant funds shall be conditioned as follows:

- a. The Parties acknowledge the total project cost exceeds \$700,000.00 and is estimated to be \$870,000.00. The City hereby agrees to provide matching funds of \$170,000.00 as a condition of receipt of the Grant. The City shall expend the first \$170,000.00 toward the EIC Improvements, and only thereafter shall the City be eligible to receive the Grant as further described herein.
- b. In all cases, the Grant shall be disbursed on the basis of costs actually incurred by the City and supported by written documentation (paid invoices, etc.), the determination of the sufficiency of which is in the sole and exclusive discretion of the BOCC or its designated County staff. Upon presentment of

sufficient written documentation that the City has paid the first \$170,000.00 toward EIC Improvements, the City shall then be eligible for the Grant.

- c. In all cases, the Grant shall be disbursed on the basis of costs actually incurred by the City and supported by written documentation (paid invoices, etc.), the determination of the sufficiency of which is in the sole and exclusive discretion of the BOCC or its designated County staff.
- d. Upon presentment of sufficient written documentation that the City has paid the first \$170,000.00 toward EIC Improvements, the City shall then be eligible for the Grant.
- e. The BOCC or its designated County staff shall authorize disbursement of Grant funds up to the amount of the written documentation and as nearly as practicable in increments of \$100,000.00 or more.
- f. Disbursement of Grant funds based on presentment of sufficient written documentation shall continue in this manner until the EIC Improvements are completed, except the final \$170,000.00 of EIC Improvements shall not be reimbursed because they represent the City's matching funds.
- g. In no case shall the BOCC Grant more than \$700,000.00. If the total cost of the EIC Improvements is less than \$870,000.00, the BOCC shall not be obligated to Grant more than the total cost less \$170,000.00.

7. Project Operation and Maintenance. The BOCC and Garfield County shall not be liable for any cost of maintenance, management or operation of the EIC Improvements.

8. Audits and Accounting. The City shall maintain standard financial accounts, documents, and records relating to the use, management and operation of the EIC Improvements. The accounts, documents, and records related to the EIC Improvements shall be retained by the City for not less than three years following the date of disbursement of Grant funds under this Agreement. The BOCC or its designated agent shall have the right, upon reasonable notice to the City to audit the books and records of the City which pertain to the EIC Improvements and to the use and disposition of the funds.

9. Inspection. Throughout the term of this Agreement, the BOCC shall have the right to inspect the EIC Improvements to ascertain compliance with this Agreement.

10. Payments Subject to Annual Appropriations. The BOCC's financial obligations under this IGA are subject to annual appropriation and budgeting. This IGA is not intended to,

nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado.

11. Breach and Notice. If either party fails to perform its respective obligations under this Agreement, the non-breaching party shall provide thirty (30) days' notification of such failure to the breaching party's representative. If the breaching party fails to correct or remedy the breach, the non-breaching party may terminate this IGA by written notification to the other party's representative and shall have no other further obligations under this IGA.

a. In the event that the City breaches any of the terms, covenants, representations or conditions of this Agreement, the BOCC may elect to enforce any and all remedies available at law or in equity, including without limitation any of the following:

- i. Withdraw the Grant and termination of this Agreement; and
- ii. Receive reimbursement in full of any disbursement made under this Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event the BOCC must pursue any remedy hereunder and is the substantially prevailing party, the BOCC shall be awarded its costs and reasonable legal fees, including costs of collection.

12. Good Faith. There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other party.

13. Indemnity/No Waiver of Governmental Immunity Act. The BOCC and the City acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that governmental entities neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.

14. Withdrawal of BOCC Funding; Termination of Agreement. Anything else in this Agreement or otherwise to the contrary notwithstanding, the BOCC may withdraw, in whole or in part, the Grant and/or seek a refund of payments already made if the BOCC determines in its discretion that:

a. Facts have arisen or situations have occurred that fundamentally alter the expectations of the Parties or make the purposes of the Grant as contemplated infeasible or impractical;

b. Any material modifications in the scope or nature of the EIC Infrastructure have occurred from that which was approved by the BOCC and such material modifications have not received the prior written approval of the BOCC;

c. Any statement or representation made by the City at the April 2, 2012 meeting of the Board of County Commissioners, in this Agreement, or otherwise is untrue, inaccurate or incomplete in any material respect.

15. No Joint Venture. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

16. No Third-Party Beneficiary. No third party may enforce or rely upon this IGA.

17. Term of Agreement. This IGA shall become effective upon signature of the last party to sign and will terminate on December 31, 2013. All rights concerning remedies, fees and costs shall survive termination of this IGA.

18. Amendment and Assignment. This IGA may be amended by the Parties solely through a written agreement signed by both Parties. This IGA may not be assigned by either party.

19. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either party to this IGA or subsequent modifications thereto, shall be effective for all purposes.

20. Governing Law, Venue and Survival. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Should either party institute legal action for enforcement of this IGA, venue of such action shall be in Garfield County, Colorado.

21. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either party to the extent not set forth herein.

22. Section Headings. The section headings in this IGA are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

23. Authority. Each person signing this IGA represents and warrants that the individual is fully authorized to enter into and execute this IGA and to bind the Party it represents to the terms and conditions thereof.

24. Notice and Representatives. All notices required under this IGA shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

City of Rifle:	City Manager City of Rifle P.O. Box 1908 Rifle, CO 81650
With a copy to:	Jim Neu Karp Neu Hanlon, P.C. P.O. Drawer 2030 Glenwood Springs, CO 81602
Garfield County:	County Manager Garfield County, Colorado 108 8 <sup>th</sup> Street, Suite 213 Glenwood Springs, CO 81601
With a copy to:	Andrew Gorgey Garfield County Attorney 108 8 <sup>th</sup> Street, Suite 219 Glenwood Springs, CO 81601

Either Party may change the identity of its designated representative and the address to which future notices shall be sent by providing written notice in accordance with this paragraph. Formal amendment of this IGA to affect such a change is not required.

25. Severability. Should any provision of this IGA be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this IGA.

IN WITNESS WHEREOF, the County and the City have executed duplicate originals of this IGA.

**ATTEST:** **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
John Martin, Chairman

Date: \_\_\_\_\_

**ATTEST:** **CITY OF RIFLE, COLORADO**

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Jay Miller, Mayor

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN GARFIELD COUNTY AND THE CITY OF RIFLE  
FOR LEASE OF COMINGLED RECYCLING FACILITY**

This Intergovernmental Agreement is entered into by and between Garfield County, State of Colorado (“County”) and the City of Rifle, Colorado (“City”) (collectively, the “Parties”) to establish the Parties’ agreement regarding a comingled recycling facility on the City’s West UMTRA Site (the “IGA”).

**RECITALS**

WHEREAS, the County is a body politic and corporate of the State of Colorado whose powers are exercised by the Board of County Commissioners (“BOCC”) pursuant to C.R.S. §§30-5-125 and 30-11-103 (2011); and

WHEREAS, the City is a Colorado home rule municipality organized pursuant to Colo. Const. art. XX, §6; and

WHEREAS, the Parties are authorized and encouraged to cooperate with each other to make the most efficient and effective use of their powers and responsibilities in accordance with Colo. Const. art. XIV, §18(2) (a)-(c) and art. XI, §2 and C.R.S. §§23-31-120 (2007) and 29-1-201 (1971); and

WHEREAS, the City owns certain real property known as the West UMTRA Site located at 2515 West Centennial Parkway, Rifle, Colorado 81650; and

WHEREAS, the City previously operated a comingled recycling collection facility that was also utilized by County residents but it now offers curbside recycling that is only available to City residents; and

WHEREAS, the County wishes to assume control over and responsibility for a recycling facility to be located on the West UMTRA Site in the location shown on Exhibit A (the “Property”); and

WHEREAS, the County’s use of the Property does not conflict with the City’s master plan for the West UMTRA Site to be developed as an energy innovation center with the construction of a renewable energy industrial park, and the City desires to lease the Property to the County as set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements identified below, the Parties agree as follows:

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

2. Term. The term of the lease shall be effective from April 1, 2012 to December 31, 2012 (the "Term"), or on such earlier date as this IGA may terminate as provided below, and shall be subject to automatic renewal for subsequent one-year terms. Either Party may terminate this IGA for any reason upon sixty (60) days written notice to the non-terminating Party.

3. Rent. The City acknowledges that the Property is provided for the public benefit of Garfield County residents and leases the Property to the County without consideration except the obligations contained herein.

4. Use and Occupancy. The County shall use and occupy the Property for the operation of a comingled recycling collection facility and for no other purpose. The City represents that the Property may lawfully be used for this purpose. The County shall commit no act of waste and shall maintain the Property in good condition at its own cost and expense. The County shall, in the use and occupancy of the Property, conform to all laws, orders, and regulations of the federal, state, and City of Rifle governments or any of their departments. The County shall make all necessary repairs, modifications, and replacements to the Property and all fixtures and appurtenances within a reasonable time and shall at all times maintain the Property in good working order. The parties acknowledge that an un-manned recycling facility can be misused by the public causing unsightliness and the littering of debris. Within a reasonable time after mutual execution of this Agreement, the County shall enclose the recycling facility on the Property with fencing so as to contain the materials within the Property and maintain the Property and the area surrounding the facility in a neat, clean, and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice, and snow. The County will install appropriate signage at its expense setting forth the hours of operation and rules and regulations of the facility. The City agrees that it will have its employees open and close, unlock and lock, the access gate to the Property on behalf of the County during the hours of operation determined by the County between 7 a.m. and 4 p.m. on weekdays, but these functions shall be performed by the County with respect to operations on weekend day(s), if any. The parties will work together in good faith to ensure the success of the recycling facility.

Fee simple title to the Property is vested in the City. The County agrees that nothing herein shall give the County any ownership or option to own the Property. All improvements made by the County which are so attached to the Property that they cannot be removed without material injury to the Property shall become the property of the City upon installation.

No later than the last day of the Term and unless otherwise agreed, the County shall, at the County's expense, remove all of the County's personal property and those improvements made by the County which have not become the property of the City. The County shall also repair all injury done by or in connection with the installation or removal of the property and improvements, and surrender the Property in as good condition as it was at the beginning of the Term, reasonable wear, and damage by the elements, or other cause not due to the misuse or neglect by the County or the County's agents, employees, visitors or licensees, excepted. All property of the County remaining on the Property after the Term shall be conclusively deemed abandoned and may be removed by the City.

Upon termination of this IGA, neither the County nor the City shall have obligation to continue recycling operations on the Property.

5. Alterations, Additions or Improvements. The County shall not, without first obtaining the written consent of the City, make any alterations, additions or improvements in, to or about the Property except as described herein.

6. Environmental Conditions. The County understands and acknowledges that the Property is located on a former uranium and vanadium processing site and the ore processing operations created radioactive tailings subject to the Uranium Mill Tailings Radiation Control Act ("UMTRCA"). Prior to the City's ownership of the West UMTRA Site, the Colorado Department of Public Health and Environment owned the property which fell under the jurisdiction of the United States Department of Energy ("DOE") for remediation under UMTRCA. The surface of the West UMTRA Site has been fully remediated by the DOE and pursuant to the Final Environmental Assessment of Ground Water Compliance at the New Rifle, Colorado UMTRA Project Site dated July 2003, the groundwater compliance strategy is natural flushing in conjunction with institutional controls and monitoring. The County accepts the Property "as is" and assumes any associated risks related to the environmental condition of the Property. The County agrees that this IGA is subordinate to the restrictions set forth in the deed conveying the West UMTRA Site to the City. The City makes no covenants or warranties, express or implied, regarding the lack of any other environmental degradation. Correction of such condition or those stated above, if required by the authorized agency, shall be in accordance with pertinent statutory and regulatory law.

7. Hazardous Materials. The County shall not permit the disposal or storage of hazardous materials on the Property.

8. Response to Default by a Party. If either Party fails to perform its respective obligations, the non-breaching Party shall provide ten (10) days' notification of such failure to the breaching Party's representative. If the breaching Party fails to correct or remedy the breach, the non-breaching Party may terminate this IGA by written notification to the other Party's representative and shall have no other further obligations under this IGA.

9. No Multi-Year Obligation. Any financial obligations under this IGA are subject to annual appropriation and budgeting by each Party. This IGA is not intended to, nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado. The Parties are not under any obligation to make any future apportionment or allocation to this IGA.

10. Indemnity/No Waiver of Governmental Immunity Act. The BOCC and the City acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 et seq. (1963) as amended.

11. No Third-Party Beneficiary. No third party may enforce or rely upon this IGA.
12. Amendment and Assignment. This IGA may be amended by the Parties solely through prior written agreement signed by both Parties. This IGA may not be assigned by either Party.
13. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either Party to this IGA or subsequent modifications thereto shall be effective for all purposes.
14. Governing Law, Venue and Survival. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Should either Party institute legal action for enforcement of this IGA, venue of such action shall be in Garfield County, Colorado.
15. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either Party to the extent not set forth herein.
16. Section Headings. The section headings in this IGA are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this IGA or any part thereof.
17. Authority. Each person signing this IGA represents and warrants that the individual is fully authorized to enter into and execute this IGA and to bind the Party it represents to the terms and conditions thereof.
18. Notice and Representatives. All notices required under this IGA shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

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

With a copy to:       Jim Neu  
                                  Karp Neu Hanlon, P.C.  
                                  P.O. Drawer 2030  
                                  Glenwood Springs, CO 81602

Garfield County:     County Manager  
                                  Garfield County, Colorado  
                                  108 8th Street, Suite 213  
                                  Glenwood Springs, CO 81601

With a copy to: Andrew Gorgey  
Garfield County Attorney  
Garfield County, Colorado  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601

Either Party may change the identity of its designated representative and the address to which future notices shall be sent by providing written notice in accordance with this paragraph. Formal amendment of this IGA to affect such a change is not required.

19. Severability. Should any provision of this IGA be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the Parties intended to enter into under this IGA.

IN WITNESS WHEREOF, the City and the County have executed duplicate originals of this IGA.

ATTEST: BOARD OF COUNTY COMMISSIONERS OF  
GARFIELD COUNTY, COLORADO

\_\_\_\_\_  
Clerk to the Board By: \_\_\_\_\_  
John Martin, Chairman

Date: \_\_\_\_\_

ATTEST: CITY OF RIFLE, COLORADO

\_\_\_\_\_  
City Clerk By: \_\_\_\_\_  
Jay Miller, Mayor

Date: \_\_\_\_\_

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 12  
SERIES OF 2012**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ADOPTING A  
NEW ARTICLE XIV TO CHAPTER 2 OF THE RIFLE MUNICIPAL CODE  
TO ESTABLISH A VICTIMS AND WITNESSES ASSISTANCE AND LAW  
ENFORCEMENT PROGRAM AND AMENDING SECTION 2-4-240 OF THE  
RIFLE MUNICIPAL CODE TO INCLUDE COURT FEES ALTERED OR  
OMITTED BY CODIFICATION ERROR.

WHEREAS, C.R.S. §24-4.1-301, *et seq.* establishes a victim's rights to justice and due process in the State of Colorado and imposes certain obligations on local law enforcement to provide for victims' rights services and information; and

WHEREAS, the City of Rifle is in compliance with the victim rights mandate through participation in the Garfield County Sheriff's Office program funded in part by the County's Victims and Witnesses Assistance and Law Enforcement ("VALE") Fund, but the receipt of such funds is not guaranteed now or in the future; and

WHEREAS, consequently, the City wishes to join other Garfield County municipalities by adopting a municipal court surcharge for the required victim services and establishing a VALE Fund to be administered by an appointed VALE board in accordance with state statute; and

WHEREAS, in reviewing the City's municipal court fees, staff has also identified a codification error in Section 2-4-240 of the Rifle Municipal Code ("RMC") and wishes to correct the unintentional omission of certain lawfully enacted surcharges that benefit the Rifle community; and

WHEREAS, the Rifle City Council wishes to enact a new Article XIV to Chapter 2 of the RMC and to amend RMC Section 2-4-240 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 2-4-240 of the Rifle Municipal Code is hereby amended to codify the court fees adopted by Ordinance No. 6, Series of 2003 as subsections (l), (m), and (n), which sections were unintentionally omitted by a subsequent codification error, and to adopt a new subsection (o) regarding the VALE Fund as follows.

**2-4-240. Fees and Costs.**

\* \* \*

(l) YouthZone surcharge. In addition to any docket fee or other costs imposed by this Section, a YouthZone surcharge equal to fifteen percent (15%) of the fine imposed for criminal and juvenile violations of municipal ordinances is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty, or no contest, which fine is charged pursuant to City of Rifle ordinances. In the event a portion of the fine is suspended, the surcharge shall be computed based on the amount of the fine as suspended. The defendant shall pay such surcharge to the Clerk of the Court at the time the fine is paid, whether the defendant appears in court, or pays the fine through the mail. The Clerk shall deposit the money so received in a separate fund, and all such surcharges collected shall be used exclusively for YouthZone in the performance of their duties in the City of Rifle.

(m) Fax fee. A charge of one dollar (\$1.00) per page of outgoing faxes shall be assessed to the party receiving the fax

(n) Certification fee. The Court Clerk shall charge a five dollar (\$5.00) fee per certification of any document.

(o) Victims and witnesses assistance. A surcharge equal to ten percent (10%) of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, shall be levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest, or in a deferred judgment and sentence. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based on the original fine, regardless of whether a portion of said fine has been suspended. Said surcharge shall be paid to the Clerk of the Court by the defendant, and the Clerk shall deposit the money so received in the Victims and Witnesses Assistance and Law Enforcement Fund. Disbursement of such funds shall be in accordance with the guidelines set forth in Article XIV of this Chapter.

Section 3. A new Article XIV to Chapter 2 of the Rifle Municipal Code is hereby adopted to read as follows.

#### **Article XIV**

#### **Victims and Witnesses Assistance and Law Enforcement Program**

#### **2-14-10. Creation and establishment of Victims and Witnesses Assistance and Law Enforcement Board.**

(a) There is created and established a Victims and Witnesses Assistance and Law Enforcement (“VALE”) Board with powers as set forth in this Article, and Title 24, Article 4.2, Part 1, C.R.S., as amended. The Board shall designate one (1) of its members as Chair of the VALE Board, shall establish rules of procedure and order, and shall hold meetings as it might deem necessary.

#### **2-14-20. Membership.**

The VALE Board shall consist of five (5) regular members, no more than two (2) of whom may be a City official or Council member. The City Council shall appoint all regular members of the Board. All regular members except for City officials shall be bona fide residents of the City. The Chief of Police shall serve as a non-voting advisor to the Board. The term of office of each member of the Board shall be three years; except that, of those members first appointed, one shall be appointed for a one-year term, two for two-year terms, and two for three-year terms. All vacancies, except through the expiration of the term, shall be filled for the unexpired term only by appointment of the City Council. Each member may be reappointed once and serve two consecutive terms. A person may be reappointed to the Board thereafter if it has been at least one year since such person served on the Board. Each Board member shall hold office until his or her successor has been appointed.

**2-14-30. Victims and Witnesses Assistance and Law Enforcement Fund.**

The Victims and Witnesses Assistance and Law Enforcement Fund, hereinafter referred to as the "Fund," consists of all monies paid as a surcharge as provided in Section 2-4-240(o) of this Code. All monies deposited in the Fund shall be deposited in an interest-bearing account, and all interest earned by monies in the Fund shall be credited to the Fund. The City Manager shall be responsible for establishing a separate fund for purposes of accounting for revenues and expenditures. At the conclusion of each fiscal year, all monies remaining in the Fund shall remain in the Fund for allocation as hereinafter set forth.

**2-14-40. Duties and responsibilities.**

(a) The VALE Board shall disburse monies from the Fund in the following manner:

(1) First, to the payment of all reasonable and necessary expenses and costs incurred by the VALE Board in the performance of its duties, including but not limited to professional fees, office supplies and meeting expenses.

(2) Second, not less than fifty percent (50%) of the monies remaining in the Fund after the deduction of reasonable expenses and costs shall be allocated for the purchase of victims and witnesses services and reimbursements, as hereinafter set forth. No funds shall be paid except in those specific instances where a police report has been filed by the Police Department for an alleged violation of a municipal ordinance or state statute, regardless of whether the perpetrator has been identified, arrested or prosecuted.

(3) Third, any remaining monies may be allocated to the Police Department for the following purposes, including, but not limited to: equipment purchases, training programs for personnel and the employment of additional personnel. Such funds shall not be used by the Police Department for defraying the costs of routine and ongoing operating expenses. No disbursement within this category of expenditure shall be made without the approval of the VALE Board.

(b) Disbursement of funds by the VALE Board, on behalf of the victims and witnesses assistance services may be used for the following purposes:

- (1) Provision of services for early crisis intervention;
- (2) Provision of telephone lines for victims and witnesses assistance;
- (3) Referral of victims to appropriate social service and victim compensation programs and assistance in filling out forms for compensation;
- (4) Assistance programs for victims and their families;
- (5) Education of victims and witnesses about the operation of the criminal justice system;
- (6) Assistance in prompt return of victims' property;
- (7) Notification to the victim of the progress of the investigation, the defendant's arrest, subsequent bail determinations, and the status of the case;
- (8) Intercession with the employers or creditors of victims or witnesses;
- (9) Assistance to victims and witnesses in arranging transportation to and from court;
- (10) Provision of translator services;
- (11) Coordination of efforts to assure that victims have a secure place to wait before testifying;
- (12) Provision of counseling or assistance during court appearances when appropriate;
- (13) Protection from threats of harm and other forms of intimidation; and
- (14) Special advocate services.

(c) The VALE Board is authorized to accept and evaluate all applications for disbursement of funds, whether emanating from victims, witnesses or law enforcement agencies. Applications for disbursement shall be made upon forms prescribed by the Board, and made available by the Municipal Court and the Police Department. The Board shall establish its own criteria for evaluating applications for disbursement, and nothing herein contained shall obligate the Board to make disbursement of any funds available to it. Upon a finding by the Board that a disbursement shall be made from the Fund, the Board shall submit a written request for payment to the Finance Department, which shall then remit payment in accordance with the request.

INTRODUCED on May 16, 2012, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on June 6, 2012, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF RIFLE, COLORADO

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 13  
SERIES OF 2012**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO REPEALING AND  
REENACTING CHAPTER 7, ARTICLE VI OF THE RIFLE MUNICIPAL  
CODE, "ANIMALS."

WHEREAS, since the City of Rifle's animal regulations at Chapter 7, Article VI of the Rifle Municipal Code (the "RMC") were enacted in 1990, the City has grown and expanded, accepted animal control practices have changed, and numerous state statutes impacting animal control have been amended or enacted; and

WHEREAS, in the interest of public health, safety, and welfare, and to provide the best possible oversight of and care for animals within the City, Rifle staff has worked with Friends of the Rifle Animal Shelter and other animal control officials in the state to produce a comprehensive framework for animal control and regulation in the City; and

WHEREAS, the new Chapter 7, Article VI maintains many of the policies and goals of the City's current animal regulations but provides clearer guidance for City staff and members of the public regarding animal control as well as a more efficient administrative framework; and

WHEREAS, the Rifle City Council wishes to repeal and reenact Chapter 7, Article VI of the RMC 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. Chapter 7, Article VI of the Rifle Municipal Code, "Animals," is hereby repealed in its entirety and reenacted to read as follows.

**CHAPTER 7**

**Article VI**

**Animals**

- 7-6-10. Definitions
- 7-6-20. Rabies control
- 7-6-30. Reporting animal bites
- 7-6-40. Dog licensing
- 7-6-50. Animals running at large
- 7-6-60. Removal of animal excrement; damage to property
- 7-6-70. Disturbance; public nuisance
- 7-6-80. Vicious animals and potentially vicious animals

- 7-6-90. Impounded animals
- 7-6-100. Kennels
- 7-6-110. Pet shops
- 7-6-120. Restrictions on sale and possession of animals
- 7-6-130. Care and treatment
- 7-6-140. Capturing animals
- 7-6-150. Guard dogs
- 7-6-160. Interference
- 7-6-170. Fees
- 7-6-180. Penalties

**7-6-10. Definitions.**

For the purposes of this Article, the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

*Abandon* means the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care for any length of time that would place the animal at risk of injury or death.

*Animal* means any living dumb creature.

*Animal control officer* means an employee or agent of the City authorized by the Chief of Police to enforce the provisions of this Article.

*Animal shelter* means the shelter designated for care and shelter of abandoned or neglected animals or animals impounded by the City and authorized by this Article to provide other services for animals on behalf of the City. The designated shelter is, until changed by the City or the shelter, the Rifle Animal Shelter, but the Chief of Police has the authority to designate other shelters as needed.

*Cat* means a domestic cat (*felis catus*) regardless of sex which can be vaccinated against rabies.

*Common area* means commonly owned areas in multi-family projects.

*Dog* means a domestic dog (*canus lupus familiaris*) regardless of sex which can be vaccinated against rabies.

*Domestic animal* means domesticated dogs, cats, potbellied pig, rabbits, guinea pigs, hamsters, rats, mice, ferrets, birds, reptiles, amphibians, and invertebrates commonly found in a pet store to live and breed in a tame condition. Feral cats are excluded from the definition of domestic animal.

*Endangered species* means any species of animal, bird or reptile which is currently listed as endangered by the United States Department of Interior or the Colorado Department of Natural Resources.

*Exotic animal* means a rare or unusual animal pet, or an animal kept within human households that is not commonly thought of as a pet.

*Feral cat* means a domestic cat that has reverted to wild, unsocialized behavior, or a descendent of such a cat.

*Guard dog* means any dog disciplined, through special training, to protect persons and/or property by attacking or threatening to attack any person found within the enclosed area patrolled by such dog.

*Harboring* means the act of keeping and caring for an animal or of providing a premises to which the animal returns for food, shelter, or care.

*Humane trap* means a box-type trap which does not cause bodily harm to the animal intended to be captured or to any other animal or person coming in contact with such trap.

*Kennel* means a premise where more than five (5) nonlivestock animals excluding offspring not exceeding four (4) months of age belonging to one of the adult animals are kept for any purpose, including boarding or training. The term "kennel" does not include a pet shop.

*Livestock* means any domestic or wild animal commonly kept or harbored, as a source of food, hides, income through agricultural sale, as a pack animal or draft animal or for use as transportation. Livestock includes, but is not limited to, horses, mules, sheep, goats, cattle, swine, chickens, ducks, geese, pigeons, turkeys, pea fowl, guinea hens, and bees. In the event of uncertainty concerning whether a particular animal is a species of livestock, the presumption shall be that such animal is a species of livestock until the owner of such animal proves by a preponderance of the evidence to the satisfaction of the Municipal Court that the animal is not a species of livestock.

*Owner* means any person who has a right of property in an animal, harbors an animal, allows an animal to remain about his premises for a period of seventy-two (72) hours or longer, claims responsibility for an animal, or is declared by court decree to be the responsible party for an animal or the authorized agent of any such person. The parent or guardian of any minor claiming ownership of an animal shall be deemed to be the owner of the animal for purposes of this Article.

*Person* means any natural person, corporation, partnership, association, or other entity.

*Pet shop* means an establishment engaged in the business of breeding, buying, or selling animals, other than livestock, in commercial, wholesale, or retail trade.

*Potbellied pig* means any of a breed of small pigs originating in southeastern Asia and having a straight tail, potbelly, swayback, and black, white, or black and white coat.

*Potentially dangerous animal* means any animal that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:

- (1) Causing an injury to a person or domestic animal that is less severe than a serious injury;
- (2) Without provocation, chasing or menacing a person or domestic animal in an aggressive manner; or
- (3) Acting in a highly aggressive manner within a fenced yard/enclosure and appearing to a reasonable person to be able to jump over or escape from such fenced yard/enclosure.

*Prohibited animal* means any animal which is ordinarily found in an unconfined state and is usually not kept as a household pet, including, but not limited to, livestock (subject to certain exceptions), crocodilians, lions, tigers, cheetahs, panthers, leopards, cougars, mountain lions, ocelots, any wild members of the genus felis, lynx, bobcats, foxes, minks, skunks, raccoons, bears, nonhuman primates,

wolves, coyotes, poisonous snakes and lizards, lethal toads and arachnids (spiders, scorpions, and tarantulas) and nonpoisonous snakes over six feet (6') in length. Alleged domestication of any prohibited animal shall not affect its status under this definition. In the event of uncertainty whether a particular animal is a prohibited animal, it shall be presumed prohibited until proven not prohibited by a preponderance of the evidence to the satisfaction of the Municipal Court.

*Proper enclosure* means secure confinement indoors or secure confinement in a locked pen, fenced yard, or structure measuring at least six feet (6') in width, twelve feet (12') in length, and six feet (6') in height, capped with secure sides and constructed at the bottom so as to prevent escape by digging, which provides proper protection from the elements for the animal, is suitable to prevent the entry of young children, and is designed to prevent the animal from escaping the owner's property. The proper enclosure must comply with all zoning and building ordinances/regulations of the City, be kept in a clean and sanitary condition, and be approved by the animal control officer, and such approval shall not be unreasonably withheld.

*Rabies vaccination* means inoculation of a domestic animal with an anti-rabies vaccine approved by the Colorado Department of Health and administered by a licensed veterinarian. The vaccination shall be valid for the period of time specified in writing by the veterinarian for the specific vaccine used.

*Responsible person* means a person at least 18 years old who is familiar with the animal and has the size, strength, and experience to keep the animal under complete control at all times.

*Running at large* means an animal not located on the premises of the owner or in a common area and not under the physical control of the owner.

*Serious injury* means death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring professional medical treatment or corrective or cosmetic surgery.

*Stray animal* means any animal for which there is no identifiable owner.

*Vicious animal* means any animal that:

- (1) Causes a serious injury to a person or domestic animal; or
- (2) Has a previous potentially dangerous animal conviction and continues to engage in behavior that poses a threat to public safety as described in this Article's definition of potentially dangerous animal; or
- (3) Has engaged in or been trained for animal fighting as described and prohibited in Section 18-9-204, C.R.S., as amended; or
- (4) Has demonstrated a history of behavior that would cause a reasonable person to believe that the animal may inflict serious injury upon any person or domestic animal.

*Wild animal* means any animal within the boundaries of the United States which is now, or historically has been found, in the wild or is in the wild state wherein it is living in its original, natural condition and is not domesticated.

**7-6-20. Rabies control.**

(a) Vaccinations. It shall be unlawful for any owner of a dog or cat four (4) months of age or older to fail to have such animal vaccinated against rabies. All dogs and cats shall be vaccinated at four (4) months of age and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the City from a location outside the City shall comply with this Section within thirty (30) days after having moved into the City by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten (10) days, the owner of said dog shall report such fact to a veterinarian and no rabies vaccine shall be administered until after a ten (10) day observation period. Failure to comply with this Section shall constitute a Class B municipal offense.

(b) Proof of vaccination. It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this Article.

(c) Harboring unvaccinated dogs and cats. It shall be unlawful for any person to harbor any dog or cat which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination certificate.

(d) Non-transferability. Vaccination certificates are not transferable and cannot be used for any animal other than the animal which received the vaccination and for which the certificate was originally issued.

(e) Exceptions. No person charged with violating subsections (a), (b), or (c) above shall be convicted if he produces in Court a bona fide and valid certificate of vaccination which was in full force and effect, as required by subsection (a), at the time of the alleged violation.

(f) Confinement of animals. Any dog or cat which has bitten a person or is suspected of rabies infection may either be observed for a period of ten (10) days from the date of the bite or analyzed for rabies virus by a laboratory. Ferrets, potbellied pigs, wolf hybrids, wolves and other wildlife which have bitten a person must be observed for a period of not less than thirty (30) days or tested for rabies if required by Colorado Division of Wildlife or Department of Health regulations. The procedure and place of observation, or analysis, shall be designated by the investigating officer or responsible agency. If the animal is not confined on the owner's premises, confinement shall be by impoundment in an animal shelter or at any veterinary hospital of the owner's choice within the City of Rifle. Such confinement shall be at the expense of the owner. Stray animals whose owners cannot be located shall be confined as designated by the City. The owner of any animal that has been reported to have inflicted a bite on any person shall on demand produce said animal for impoundment, as prescribed in this Section, or for laboratory analysis. Refusal to produce said animal constitutes a violation of this Section punishable as a Class A municipal offense, and each day of such refusal shall constitute a separate and continuing violation.

(g) Removal of animals from confinement. It shall be unlawful for any person to kill, remove, or release any animal which has been confined, impounded, or is in the custody of the City or its agents, as authorized under this Article, without the consent of the City or the impounding agency.

**7-6-30. Reporting animal bites.**

(a) Duty to report. It shall be unlawful for any person having knowledge that an animal has bitten a human to fail to immediately report the incident to the Rifle Police Department, the animal

control officer, or to the Colorado Department of Health. Every physician or other medical practitioner who treats a person for such bites shall, within twelve (12) hours, report such treatment to the Rifle Police Department, the animal control officer, or the Colorado Department of Health, giving the name and precise location of the bitten person and such other information as the officer or agency may require.

(b) Exclusions. Bites to humans from rodents, rabbits, birds, and reptiles are excluded from the reporting requirements of this Section, unless otherwise specified by the Colorado Department of Health.

(c) Suspected rabies. It shall be unlawful for any veterinarian who clinically diagnoses rabies or any person who suspects rabies in an animal to fail to immediately report the incident to the Rifle Police Department, the animal control officer, or to the Colorado Department of Health, stating precisely where such animal may be found. If a known or suspected rabid animal bites or attacks another animal, such shall also be reported as required above.

**7-6-40. Dog licensing.**

(a) The City Clerk shall issue a license upon presentation of the certificate of vaccination and payment of the required fee. The annual license fee for dogs shall be as set forth in Appendix A to this Code.

(b) The license shall contain the following information:

- (1) The name and address of the owner or harbinger of the licensed animal;
- (2) The date of inoculation and date of license;
- (3) The year and series number of the animal tag; and
- (4) The breed, age, color, and sex of the inoculated animal.

(c) Every owner or harbinger of an animal for which a license tag has been issued shall attach the tag evidencing the licensing to the collar or harness of the inoculated and licensed animal, and such collar or harness shall be worn by the animal at all times.

(d) The license shall be retained by the owner or harbinger of the inoculated and licensed animal for inspection by any person charged with the enforcement of this Article.

(e) It shall be unlawful for any owner of any dog over the age of four (4) months, or within thirty (30) days of acquisition of said dog, whichever occurs last, to fail to obtain a license for such animal as required by this Section. It is unlawful for any person who owns or harbors a dog in the City to knowingly fail or refuse to exhibit his or her copy of a license upon request by a law enforcement officer or to knowingly fail or refuse to attach the license tag to the collar or harness of the dog.

(f) Licenses shall not be transferable. It is unlawful for any person to knowingly possess a license or to affix a license tag to any dog other than the specific animal for which the license was issued.

(h) A violation of this Section is a Class C offense. Penalties for this violation are set forth in Section 10-1-40 of this Code.

**7-6-50. Animals running at large.**

(a) Animals running at large prohibited.

(1) It shall be unlawful for any owner of an animal, except for a domestic cat, to fail to restrain the animal by physical means from running at large.

(2) It shall be unlawful for any owner of an animal running at large to allow the animal to remain in a non-neutered or unspayed condition.

(3) It shall be the burden of the owner to prove that the animal is neutered or spayed by the production of a veterinarian's opinion or other documentary evidence.

(b) Confinement during estrus. It shall be unlawful for any owner to fail to securely confine any unspayed female dog or cat in the state of estrus (heat) in a house, building or secure enclosure in such a manner that such female dog or cat can come in contact with another animal except for planned breeding. When outside on the property of the owner or common space for metabolic waste elimination, the animal must be physically restrained on a hand held leash. Owners who do not comply may be ordered to remove the dog or cat in heat to a boarding kennel, veterinary hospital, or animal shelter. All expenses incurred as a result of the confinement shall be paid by the owner of the dog or cat. Failure to comply with the removal order shall be a violation of this Section, and the dog or cat shall then be impounded as prescribed in this Article.

(c) Sick or injured animals. Sick or injured animals found on public property or property other than that of the owner without permission of the property owner or occupant may be impounded and given adequate veterinary medical treatment pending notification of the owner. If the animal is significantly injured or sick such that recovery is improbable, the animal may be euthanized, without liability to the City, animal shelter, their employees, officers, or agents, or to any veterinarian examining, diagnosing, or treating the animal. An animal control officer or police officer may humanely euthanize any animal the officer reasonably believes to be so sick or injured that recovery is improbable even if veterinary care could be provided, in order to avoid further pain and suffering by the animal, without liability to the City or the officer. If the injured animal is treated or impounded, the owner of such animal shall be liable for all expenses of the treatment or impoundment.

(d) Any dog found to be running at large more than three (3) times in one year may be impounded and spayed or neutered as provided in this Article.

(e) It shall be unlawful to leave unattended animals chained or tied in public places, in private property open to the public, or in the common ground of condominiums, town homes, apartment complexes, and mobile home parks for more than thirty (30) minutes. A violation of this subsection shall be a Class C municipal offense. Penalties for this violation are set forth in Section 10-1-40 of this Code.

(f) Every person found liable for a violation of this Section shall be punished upon a first complaint by a fine of not less than twenty-five dollars (\$25.00) nor more than one thousand dollars (\$1,000.00). Every person found liable for a violation of this Section shall be punished upon a second judgment within one (1) year by a fine of not less than fifty dollars (\$50.00) nor more than one thousand dollars (\$1,000.00). Every person convicted of a violation of this Section shall be punished upon a third or subsequent judgment or complaint within one (1) year by a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00), by imprisonment not to exceed one (1) year, or

by both such fine and imprisonment. The minimum fines provided for the first, second, third, or subsequent violations are mandatory, and the Court shall have no discretion to suspend the fine therefor.

**7-6-60. Removal of animal excrement; damage to property.**

(a) It shall be unlawful:

(1) For any owner of any animal to refuse or fail to remove promptly excrement deposited by said animal upon any common thoroughfare, street, sidewalk, play area, park, other public property, or any private property when permission of the owner or tenant of said property has not been obtained, and such is hereby declared to be a public nuisance.

(2) For any owner of any animal to permit said animal, whether or not it is running at large, to euthanize, damage, or injure any shrubbery, plants, flowers, grass, lawn, fence, or anything whatsoever upon any public premises or private premises owned or occupied by a person other than the owner of said animal, and such is hereby declared to be a public nuisance.

(3) To place animal excrement in storm sewers or to dispose of excrement in any manner except by depositing it in a toilet or a receptacle ordinarily used for garbage and covered by a lid or in an otherwise lawful and sanitary manner.

(4) To fail to remove promptly all fecal wastes from private premises, including the premises of the owner of an animal or any other person consenting to the deposit of such waste on his or her premises, to fail to place such waste in a closed fly-tight container, or to fail to remove the contents of said containers from the City as necessary to prevent such contents from becoming a nuisance.

(5) To fail to maintain the premises upon which animals are kept in a clean and sanitary condition, which premises shall be subject to inspection at all reasonable hours by City representatives.

(b) With the exception of subsection (a)(2) any violation of this Section shall be considered a Class C municipal offense. A violation of subsection (a)(2) shall be considered a Class B municipal offense. Penalties for these violations are set forth at Section 10-1-40 of this Code.

**7-6-70. Disturbance.**

(a) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by barking, howling, yelping, or other audible sound. A violation of this Section is a Class B municipal offense. Penalties for this violation are set forth in Section 10-1-40 of this Code.

(b) No person shall be charged with violating this Section unless a written warning was given to the owner or person in custody of the animal by an animal control officer or police officer within twelve (12) months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal or it is posted upon the property of the owner or person in custody or mailed first class to such person. Such records are prima facie evidence that such warnings were given.

(c) No summons shall be issued and no person shall be convicted at trial for violating this Section unless two or more witnesses from different households testify to the loud and persistent or loud

and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness. An animal control officer or a police officer who can corroborate the elements in this Section may issue summons and testify as the second witness.

(d) Every person found liable for a violation of this Section shall be punished upon a first complaint by a fine of not less than twenty-five dollars (\$25.00) nor more than one thousand dollars (\$1,000.00). Every person found liable for a violation of this Section shall be punished upon a second judgment within one (1) year by a fine of not less than fifty dollars (\$50.00) nor more than one thousand dollars (\$1,000.00). Every person convicted of a violation of this Section shall be punished upon a third or subsequent judgment or complaint within one (1) year by a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00), by imprisonment not to exceed one (1) year, or by both such fine and imprisonment. The minimum fines provided for the first, second, third, or subsequent violations are mandatory, and the Court shall have no discretion to suspend the fine therefor.

**7-6-80. Vicious animals and potentially dangerous animals.**

(a) Owner responsibility and liability. Any owner of a vicious animal or potentially dangerous animal shall be jointly and severally responsible with all other owners of such animal for compliance with the requirements of this Section. For the purpose of prosecution for violation of this Section, it shall not be necessary in order to obtain a conviction to prove notice or knowledge on the part of the owner of the vicious animal or potentially dangerous animal that said animal was violating any of the provisions of this Section.

(b) Requirements for possession of a potentially dangerous animal. It shall be unlawful for any person to own, possess, keep, harbor, or have custody or control of a potentially dangerous animal except in compliance with all of the following requirements:

(1) The owner shall be eighteen (18) years of age or older.

(2) The owner shall not permit a potentially dangerous animal to be outside a proper enclosure on the owner's property unless such animal is under the physical control of a responsible person and restrained by a lead not exceeding four feet (4') in length.

(3) The potentially dangerous animal and owner shall complete a socialization and/or behavior program approved by the Chief of Police.

(4) The potentially dangerous animal shall be spayed or neutered by a licensed veterinarian or a licensed animal shelter.

(5) The potentially dangerous animal shall be permanently identified through the implantation of a microchip containing owner identification information by a licensed veterinarian or a licensed shelter. The microchip information must be registered with the appropriate company responsible for maintaining such information for the microchip.

(6) The owner of a potentially dangerous animal shall notify the animal control officer in person or by telephone as soon as practicable but no later than one (1) hour after owner's knowledge of the occurrence of either of the following events:

(i) The animal has escaped or has otherwise ceased to be in the custody of the owner for any reason, unless the owner knows such animal to be physically secured and restrained or confined in the custody of another competent adult; or

(ii) The animal has attacked a human being or domestic animal.

(7) The owner of a potentially dangerous animal shall notify the animal control officer in person or by telephone within twenty-four (24) hours of the occurrence of any one of the following events:

(i) The animal has been sold, given, or otherwise transferred to the ownership or possession of another person, including the name, address, and telephone numbers of the new owner and the effective date of the transfer; or

(ii) The animal has died.

(c) Requirements for possession of a vicious animal. In addition to satisfying the requirements for possession of a potentially dangerous animal pursuant to Section 7-6-80(b), it shall be unlawful for any person to own, possess, keep, harbor, or have custody or control of a vicious animal except in compliance with all of the following requirements:

(1) Notwithstanding Section 7-6-80(b)(2), the owner shall not permit a vicious animal to be outside a proper enclosure on the owner's property, unless such animal is caged or under the physical control of a responsible person, properly muzzled, and restrained by a lead not exceeding four feet (4') in length. The muzzle shall be made in a manner that will not cause injury to the animal or interfere with its vision or respiration, but shall prevent it from biting any human being or animal.

(2) The owner of a vicious animal shall maintain at all times either a policy of insurance or a surety bond in a minimum amount of one hundred thousand dollars (\$100,000.00) to cover claims for any personal injuries or property damage inflicted by the vicious animal. The insurer or surety, as the case may be, shall be required to provide the animal control officer with thirty (30) days prior written notice of any cancellation, termination, or expiration of the policy of insurance or surety bond, respectively.

(d) Impoundment; nuisance declared. Any animal which has exhibited behavior that would cause a reasonable person to believe that the animal is a vicious animal or a potentially dangerous animal may be summarily impounded when the animal control officer reasonably believes the animal is a present threat to the health or safety of the community. Such animal is hereby declared to be a public nuisance, which may be abated by the Court in proceeding brought under the procedures established in this Code for the abatement of nuisances. If impoundment of said animal cannot be made with safety to the animal control officer or other persons, the animal may be euthanized by an animal control officer or police officer without notice to the owner or harbinger.

(e) Exceptions. No animal shall be found to be a vicious animal or potentially dangerous animal under this Article if:

(1) The animal is used by a police officer while the officer is engaged in the performance of police officer duties.

(2) At the time of the threat, behavior, or attack against a domestic animal, said animal was at large and entered upon the property of the owner and the threat, behavior, or attack began, but did not necessarily end, upon such property.

(3) At the time of the threat, behavior, or attack against a domestic animal, said animal was biting or otherwise attacking the dangerous animal or its owner.

(4) At the time of the threat, behavior, or attack against a person, the victim was committing or attempting to commit a criminal offense against the animal's owner and the threat, behavior, or attack did not occur on the owner's property.

(5) At the time of the threat, behavior, or attack against a person, the victim was committing or attempting to commit a criminal offense against a person on the owner's property or the property itself and the threat, behavior, or attack began, but did not necessarily end, upon such property.

(6) At the time of the threat, behavior, or attack against a person, the victim tormented, provoked, abused, or inflicted injury upon the animal in such an extreme manner that it resulted in the threat, behavior, or attack.

(7) The exceptions set forth in this subsection (e) shall not apply to any animal that has engaged in or been trained for animal fighting as described and prohibited in Section 18-9-204, C.R.S., as may be amended.

**7-6-90. Impounded animals.**

(a) Impoundment. If there is probable cause to believe that an animal is owned or harbored in violation of this Article or any other ordinance, regulation, state statute or regulation, the animal may be taken into custody by an animal control officer or other designated official and impounded in the animal shelter. Stray animals may be similarly impounded.

(b) Disposition. As soon as practicable after impoundment, a bona fide effort shall be made to give notice of impoundment to the owner. Any impounded animal shall be released to the owner upon payment of the impoundment fee, boarding fee, veterinary care charges, and any other costs associated with impoundment. If such animal is not redeemed within five (5) days, it shall be considered abandoned and may be euthanized or placed for adoption at the discretion of the animal shelter. The failure of the owner to redeem an animal shall release the City and the animal shelter, and their officers, employees, and agents, from any and all liability for the animal's subsequent euthanization or adoption.

(c) Disposition of impounded animal being held pending Court proceedings. If an animal is impounded and is being held pending Court proceedings for any violation of the provisions of this Article, the animal may not be released except on the order of the Court. The Court may order said animal to be euthanized in a humane manner if, after a judicial hearing, it finds that: (1) such animal is vicious and that it represents a clear and present danger to the citizens or other animals in the community; or (2) the animal is experiencing extreme pain or suffering. Any animal which remains unclaimed for five (5) days after its release has been ordered by the court may be euthanized or placed for adoption at the discretion of the animal shelter. The owner shall be liable for the costs of the care, keeping, or disposal of the animal, including, but not limited to, payment of a bond for the cost of impoundment pending court proceedings pursuant to Section 18-9-202.5, C.R.S., as may be amended.

(d) Failure to produce animal. The owner of any animal subject to impoundment under subsection (a) shall, on demand of the animal control officer or other person who may be so authorized by this Article, produce the animal for impoundment as prescribed in this Section. It shall be unlawful for the owner of any such animal to fail or refuse to produce the animal on demand. Failure or refusal to produce an animal pursuant to this Section shall subject the owner to immediate arrest should probable cause exist to believe that the owner is harboring or keeping the animal. Upon arrest, the owner shall be held to appear before the municipal judge who may order the immediate production of the animal. Each day of willful refusal to produce the animal shall constitute a separate violation and offense.

(e) The City, any employee thereof, or any other person authorized to enforce the provisions of this Article shall not be held responsible for any accident or subsequent disease that may occur to the animal, for the inadvertent adoption of any animal, or for the euthanization of any animal if done pursuant to the provisions of this Article.

**7-6-100. Kennels.**

It shall be unlawful for any person who operates a kennel to fail to maintain the facilities in a sanitary condition, to fail to provide proper heating and ventilation, space appropriate to the size, weight and species of animal, adequate nutrition, exercise, necessary vaccinations and medical treatment, and humane care and treatment for all animals in his care. All kennels shall be licensed through the Colorado Pet Animal Care Facilities Act (PACFA) Program.

**7-6-110. Pet shops.**

It shall be unlawful for any person who operates a pet shop to fail to maintain the facilities in a sanitary condition, to fail to provide proper heating and ventilation, space appropriate to the size, weight and species of the animals, adequate nutrition, exercise, necessary vaccinations and medical treatment, and humane care and treatment for all animals in his care, and to fail to take reasonable care to release for sale, trade, or adoption only those animals which are free of disease or injuries. All pet shops shall be licensed through the Colorado Pet Animal Care Facilities Act (PACFA) Program.

**7-6-120. Restrictions on sale and possession of animals.**

(a) Animals in residential districts.

(1) It shall be unlawful for anyone to knowingly possess, harbor, keep, maintain, or permit, on any property within the City zoned for residential use the following numbers of animals, when any of such animals are acquired after July 1, 2012:

(i) A combination of more than three (3) dogs or cats;

(ii) More than one (1) potbellied pig;

(iii) More than three (3) rabbits;

(iv) More than five (5) exotic animals or a combination of more than five (5) domestic and exotic animals;

(v) More than ten (10) domestic animals; or

(vi) More than two (2) litters of dogs or cats per year.

(2) In addition to being a violation of this Section, the same is hereby declared to be a public nuisance which may be abated pursuant to the provisions specified in Article 1 of this Chapter.

(3) If the keeping of animals under this subsection (a) is in conflict with any provision of this Article concerning exotic, endangered, or prohibited animals, or any state or federal statute or regulation, such other provision, statute, or regulation shall control. This subsection (a) shall not include fish.

(b) Livestock. Except in accordance with subsection (d) herein, it shall be unlawful to keep or maintain livestock within any zone district of the City.

(c) Prohibited and endangered animals. It shall be unlawful for any person to import, offer for sale, sell, keep, maintain, harbor, or permit anywhere in the City any prohibited animal or endangered species as defined in this Article.

(d) Exceptions for certain animals.

(1) Rabbits may be kept in a single-family residence.

(2) Two (2) chickens or ducks may be kept per single-family residence.

(3) Livestock may be kept in any area of the City zoned as "Developing Resource" as a nonconforming use, subject to the provisions of Chapter 16 of this Code.

(4) One (1) horse per acre may be kept within the City limits in an area zoned other than "Developing Resource"; provided that the minimum site for the keeping of any horse shall be two (2) acres; and further provided that the keeping of any horses shall be considered as a conditional use. A conditional use permit following a public hearing must be obtained from the Planning Commission, in accordance with the procedures set forth elsewhere in this Code. In no event may a stallion over eighteen (18) months of age be kept within the City limits.

(e) General exceptions. The prohibitions in subsections (b) and (c) of this Section shall not apply to any of the following:

(1) A bona-fide publicly or privately owned zoological park.

(2) A bona-fide research institution using animals for scientific research.

(3) A circus duly authorized to do business in the City.

(4) A veterinary hospital operated by a veterinarian currently licensed by the State of Colorado.

(5) Wildlife rehabilitators, falconers, or scientific collection permit holders who are currently licensed by the Colorado Division of Wildlife.

(6) Rodeos, livestock shows, horse shows, or other similar events held within the City.

(7) Licensed slaughterhouses or livestock sales operations, or the raising of certain animals for profit, if licensed pursuant to law.

(f) Potbellied pigs. It shall be unlawful for any person to possess, harbor, keep, maintain, or permit at his dwelling within the City any potbellied pig or any pig purporting to be a potbellied pig unless the owner complies with the requirements of this Section. It shall be unlawful for any owner to fail to comply with these requirements.

(1) The pig must be registered through a bona fide potbellied pig registry.

(2) The owner of any potbellied pig four (4) months of age or older shall procure a license for the pig. Upon proof of registration and neutering, the City shall issue a dated and numbered receipt and corresponding tag. In the event of loss or destruction of the original license tag, the owner shall obtain another tag from the City. Pig licenses are not transferable. It shall be unlawful for any person to use or attempt to use a tag for any pig other than the pig for which the tag was originally issued.

(3) The license tag shall be attached to a harness and worn by the pig at all times.

(4) A potbellied pig shall be neutered prior to reaching four (4) months of age.

(5) No more than one potbellied pig shall be permitted on any residential property.

(6) A potbellied pig kept on residential property shall be kept as a pet for personal enjoyment and not kept or raised for breeding, sale, or human consumption.

(g) Federal and state statutes and regulations. It shall be unlawful for any person to import, offer for sale, sell, keep or willfully maintain, harbor, or permit in the City any animal in violation of any state or federal statute or regulation.

(h) Violations. A violation of this Section shall constitute a Class C municipal offense and upon conviction thereof shall be punished as specified in Section 10-1-40 of this Code.

**7-6-130. Care and treatment.**

(a) Cruelty to animals. It shall be unlawful for any person knowingly or with criminal negligence to overload, overwork, torture, torment, deprive of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate, needlessly kill, carry or confine in or upon any vehicle in a cruel or reckless manner, or to otherwise mistreat or neglect any animal, or, having the charge or custody of any animal, fail to provide it with proper food, drink, or protection from the weather, to abandon it, or to otherwise neglect the animal in such a manner as to endanger its health or cause it to suffer. Ownership of the animal or the commission of such acts on private property shall not be a defense to prosecution for violation of this Section.

(b) Poisoning. It shall be unlawful for any person to knowingly poison any domestic animal, feral cat, or livestock or to knowingly distribute poison or toxicants on public or private property in any manner whatsoever that causes the poisoning of any domestic animal, feral cat, or livestock; provided,

however, that certain poisons specifically authorized by Colorado statute for rodent and pest control shall be exempt from this regulation.

(c) Sanitation. It shall be unlawful for the owner of any animal to fail to maintain the premises upon which animals are kept in a clean and sanitary condition.

(d) Abandoning animals. It shall be unlawful for any person to knowingly abandon an animal by leaving the animal with intent not to return within a reasonable time. Abandonment includes, but is not limited to, the dumping of an animal from a moving or stationary motor vehicle. This Section shall not apply to voluntary relinquishments to the animal shelter or to a licensed veterinarian.

(e) Confinement of animals. Every person who keeps an animal confined in an enclosed area shall provide it with an adequate exercise area and access to adequate shelter, food, and water. If the animal is restricted by a leash, rope, chain, or cable, it shall be affixed in such manner that it will prevent the animal from becoming entangled or injured and will permit access to adequate shelter, food, and water.

(f) Display or sale of dyed animals. It shall be unlawful for any person to possess, display, sell, barter, or give away dyed, colored, or in any way artificially treated baby chicks, ducklings, fowl, rabbits, or any other animal as pets, playthings, novelties, gifts, or for any other purpose.

(g) Fighting animals. It shall be unlawful for any person to cause, instigate, allow, or encourage any animal to fight with another of its own or of a different species. It shall be unlawful for any person to train or keep any animal for the purpose of fighting. It shall be unlawful for any person to maintain a place where animals are permitted to fight for exhibition, wager, or sport.

**7-6-140. Capturing animals.**

(a) An animal control officer or police officer is authorized to enter in or upon private property, including motor vehicles and fenced areas but not private buildings, to apprehend an animal running at large, a vicious animal, an animal suspected of being infected with rabies, or an animal which the officer reasonably believes is neglected, sick, or injured so that the animal faces a serious risk of death or substantially suffering.

(b) An animal control officer or police officer is authorized to use tranquilizer guns, humane traps, or other suitable devices to subdue or apprehend a stray animal, domestic animal running at large, or wild animal. The animal control officer is authorized to euthanize an animal which the officer reasonably believes to be an immediate danger to the officer or to the public.

(c) An animal control officer or police officer is authorized to place a humane trap on private property for the purpose of capturing a stray animal, wild animal, or pet animal running at large when requested to do so by the owner or possessor of the property.

(d) It shall be unlawful for any person to set or cause to be set any steel-jaw leg hold trap, snare, or any trap other than a humane trap for the purpose of capturing an animal, whether wild or domestic, excepting a licensed or recognized business which has been given permission by the Colorado Division of Wildlife, the Colorado Department of Health, or the animal control officer to trap a problem wild animal. Any trapping authorized under this Article must be in compliance with the Colorado Constitution and statutes.

**7-6-150. Guard dogs.**

It shall be unlawful to place or maintain any dog in any area for the protection of persons or property unless the dog is physically confined to a specific enclosed area and is under complete and absolute control.

**7-6-160. Interference.**

(a) It shall be unlawful for any person by using or threatening to use violence, force, physical interference, or obstacle to knowingly obstruct, impair, or hinder an animal control officer or police officer in the discharge of his duties as herein prescribed.

(b) It is no defense to a prosecution under this Section that the animal control officer or police officer was acting in an illegal manner, if he was acting in the regular course of assigned duties and in good faith based upon surrounding facts and circumstances.

(c) It shall be unlawful for any person to refuse to reveal his correct name, address, and date of birth when requested to do so by an animal control officer or police officer engaged in any of his duties prescribed herein.

**7-6-170. Fees.**

Fees for license, impound, adoption, and other services rendered under this Article shall be as set forth in Appendix A to this Code. Such fees are in addition to any fines or penalties imposed in court proceedings.

**7-6-180. Penalties.**

(a) Except as otherwise provided for in this Section, any person who violates any provision of this Article shall be deemed to have committed a noncriminal offense and shall be subject to imposition of a penalty assessment pursuant to the procedure set forth at Section 7-1-260 of this Code. Every person who is convicted of, who admits liability for, or against whom a judgment is entered for a noncriminal animal control infraction shall be penalized by imposition of a fine in an amount not less than five dollars (\$5.00) and not greater than one hundred dollars (\$100.00), unless otherwise specified. The Municipal Judge shall promulgate a schedule of penalties for all noncriminal animal control infractions contained in this Article. Such schedule shall be prominently posted in the office of the Court Clerk.

(b) Any person who violates any of the following provisions of this Article shall be guilty of a Class A municipal offense and upon conviction thereof shall be punished as specified in Section 10-1-40 of this Code:

- (1) Section 7-6-50, running at large prohibited, third and subsequent offenses only.
- (2) Section 7-6-80, vicious animals and potentially dangerous animals.
- (3) Section 7-6-90(e), failure to produce animal.
- (4) Section 7-6-130, cruelty to and neglect of animals prohibited.
- (5) Section 7-6-170, interference.

(c) The provisions of Section 7-1-260 of this Code shall not apply to the violations specified in subsection (b) above, nor shall they apply when it appears that the alleged violator has, in the course of the same transaction or occurrence, violated one (1) of the provisions referred to in subsection (a) above and has also violated one (1) or more of the provisions contained in subsection (b) above, and the citing officer charges such violator with two (2) or more violations, any one (1) of which is not referred to in subsection (a).

(d) For the purpose of prosecution for violations of this Article, it shall not be necessary in order to obtain a conviction or judgment to prove notice or knowledge on the part of the owner or keeper of a dog or other animal in question if such dog or other animal was violating any of the provisions of this Article at the time and place charged, unless otherwise provided in this Article. It is the purpose and intent of this Article to impose strict liability upon the owner or keeper of any dog or other animal for the actions, conduct, and condition of such dog or other animal.

INTRODUCED on May 16, 2012, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on June 6, 2012, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_ day of \_\_\_\_\_, 2012.

CITY OF RIFLE, COLORADO

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## **MEMORANDUM**

**TO:** Honorable Mayor and Council  
**FROM:** John Hier, City Manager  
**DATE:** May 10, 2012  
**RE:** New Ute Theatre Construction Estimates

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I have received a recommendation from our New Ute Theatre architect representative to hire an independent cost estimator to develop an estimate of the cost for renovation of the New Ute Theatre.

The engineers that were hired several months ago will have final plans for renovation of the theatre complete within the next month. These include plumbing, electrical, structural, and mechanical plans.

An experienced construction estimator can utilize these plans to develop a renovation cost estimate.

We have received a proposal from Phil Vaughan Construction Management and it is attached for your consideration. We recommend approval of it as a sole source purchase. We make this recommendation because Phil Vaughan is not a general contractor and is not associated with any company that may be expected to bid on the project.

Please feel to contact myself or Rich Carter with your questions regarding this recommendation.

Thanks,

A handwritten signature in black ink, appearing to read "John Hier", is written over the typed name.

John Hier

**Phil Vaughan Construction Management, Inc.**

**1038 County Road 323**

**Rifle, CO 81650**

**Ph. 970-625-5350**

**Fax. 970-625-4522**

**Email: phil@pvcmi.com**

April 19, 2012

Mr. John Hier  
City Manager  
City of Rifle, Colorado  
202 Railroad Avenue  
Rifle, CO 81650

Dear Mr. Hier,

I had an opportunity to meet on-site with Rich Carter with Johnson Carter Architects, PC on 4/10/12 to look at the project and to discuss details. We have also received a digital copy of the 50% drawings and specifications for the project.

As requested by Rich Carter, please find below a scope of work for construction estimating services for the New Ute Events Center Interior Remodel locate at 132 East 4<sup>th</sup> Street Rifle, CO.

Scope of Work:

1. Preparation of construction estimating for the New Ute Events Center Interior Remodel. Our work product will be based upon the 80% Construction Documents and Project Specifications that are to be completed on 4/27/12.
2. The construction estimate will be based upon current construction pricing in the Rifle area and our knowledge of the commodity futures markets and equipment and materials cost trends. It has been indicated to us that construction of the project will start in late 3<sup>rd</sup> quarter or early 4<sup>th</sup> quarter 2012.
3. The construction estimate will be prepared in a Construction Specifications Institute 16 division breakdown with written details sufficient to note that all work envisioned by the Project Design Team has been incorporated into the estimate.

We anticipate approximately 50 hours to complete the work, plus reimbursables for hard copies of documents.

50 hours x \$125.00/hr. = \$6,250.00.

Copying expense- \$250.00

Total Fee: \$6,500.00

This work will be performed by Phil Vaughan Construction Management, Inc. on a time and materials basis, as per the attached PVCMI 2012 fee schedule, not to exceed \$6,500.00

**Schedule:**

We anticipate the production of the construction estimate in 30 calendar days. We anticipate the receipt of the 80% Construction Documents on or by May 1, 2012. We would plan to have the construction estimate completed on or around the week of June 3, 2012.

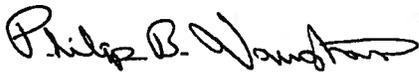
Payment terms and details are guided by the City of Rifle/Phil Vaughan Construction Management, Inc. Consulting Agreement.

Our work in the Rifle, CO area and knowledge of local processes, people and construction standards allows us to provide construction estimating that will allow the City of Rifle to have the best possible information in their decision-making processes.

Thank you for the opportunity to present this proposal to you.

Please contact me with questions.

Sincerely,



Philip B. Vaughan  
President  
Phil Vaughan Construction Management, Inc.

**Phil Vaughan Construction Management, Inc.**  
**1038 County Road 323**  
**Rifle, CO 81650**

**Consulting Agreement**

- Parties** This agreement is made this \_\_\_ day of \_\_\_\_\_ 2012 between the City of Rifle subsequently referred to as "Client" and Phil Vaughan Construction Management, Inc. subsequently referred to as "PVCMI".
- Project** By joining in this Agreement, Client retains PVCMI to provide consultation services in connection with the services set forth on the attached fee schedule.
- Scope** By this Agreement, the scope of PVCMI services is limited to:
- The services as described in the attached "Exhibit A" Phil Vaughan Construction Management, Inc. proposal dated 4/19/12 for construction estimating services for the New Ute Events Center Interior Remodel locate at 132 East 4<sup>th</sup> Street Rifle, CO.
- We anticipate approximately 50 hours to complete the work, plus reimbursables for hard copies of documents.  
50 hours x \$125.00/hr.= \$6,250.00.  
Copying expense- \$250.00  
Total Fee: \$6,500.00

**General**

**Conditions** The attached General Conditions to the Consultation Agreement are incorporated into and made a part of this Agreement. In case of a conflict or inconsistency between provisions of this Agreement (together with the attached General Conditions) and the provisions of any other contract documents, the provisions of this Agreement and the General Conditions shall control.

**Fee** PVCMI agrees to provide services covered by this Agreement on a time and materials basis as per the attached PVCMI 2012 fee schedule. Any other consultants utilized during this process will be billed to Client as per the consultant's 2012 fee schedule. Said fee schedules are subject to change in 2013, and each year thereafter.

**Authorization**

PVCM I  
1038 County Road 323  
Rifle, CO 81650  
970-625-5350  
phil@pvcmi.com

City of Rifle, Colorado  
202 Railroad Avenue  
Rifle, CO 81650  
Ph.  
Email:

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**Phil Vaughan Construction Management, Inc.**  
1038 County Road 323  
Rifle, CO 81650

## **General Conditions**

**Invoices** Phil Vaughan Construction Management, Inc. (PVCMI) will submit an invoice to the Client upon completion of services. Invoices will show charges for different personnel and expense classifications.

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one-and-one-half percent (1 ½%) per month on past due accounts.

### **Ownership of**

**Documents** All reports, plans, designs, estimates, engineering, field data, field notes, calculations, electronic data and other documents prepared by PVCMI and consultants, as instruments of service, shall remain the property of the Client. To the extent provided and authorized by law, Client agrees to indemnify and hold harmless PVCMI and any PVCMI consultants for any claim arising from misuse of documents developed pursuant to this agreement.

### **Standard of Care**

Services of PVCMI under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No other warranty, express or implied, is made.

**Insurance** PVCMI represents that it and its employees and consultants retained by it are protected by worker's compensation insurance and that PVCMI has such coverage under liability and property damage insurance policies as PVCMI deems to be adequate.

**Termination** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, PVCMI shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**Assignment**

**of Agreement** This agreement shall be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.

**Independent**

**Contractor** PVCMI is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or employer/employee relationship.

**Notices**

Any notices provided under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by registered or certified mail, or by a trackable commercial delivery service, to the current addresses of the parties, with postage prepaid, or if transmitted by facsimile, delivered thereafter by regular mail with confirmation receipt enclosed.

**Indemnity/  
Limitation  
of Liability**

In recognition of the relative risks and benefits of the Project to both the Client and PVCMI, the risks have been allocated such that the Client agrees, to the maximum extent permitted by applicable law, to protect, defend, indemnify, and hold harmless PVCMI from and against all claims arising out of or related in any way to this Agreement, or to any project associated with this Agreement, to the extent such claims involve either Client's failure to comply with its obligations under this Agreement, Client's negligence or the negligence of Client's agents or employees. Such indemnity shall include the cost of defending any claims, of any nature whatsoever or claims expenses from any cause or causes, including reasonable attorney's fees.

Notwithstanding anything contained in this Agreement to the contrary, in no event shall either PVCMI be liable to Client for, and Client releases PVCMI from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages or losses for loss of production, loss of revenue, loss of profits, loss of business or business interruptions, loss of use of assets, or loss of product or facilities' downtime related to the performance of or subject matter of this Agreement (collectively, "Losses"), whether or not such losses are the result in whole or in part from the sole, concurrent, or comparative negligence of any person or party, including the indemnified party or parties, or any defect in the premises, pre-existing conditions, patent or latent, breach of statutory duty, strict liability or any other theory of legal liability, unless such losses are caused by the gross negligence, fraudulent conduct or willful misconduct of PVCMI.

**Applicable  
Law**

The law of the State of Colorado shall govern the validity of the Agreement, including these General Conditions, and its interpretation and performance.

**Entire  
Agreement**

These General Conditions may be used in combination with a Consulting Agreement, a proposal and/or a contract. These combined documents shall be the entire Agreement and shall supersede any other agreement between Client and PVCMI relating to the subject matter thereof. In case of a conflict or inconsistency between these General Conditions and any other contract documents, these General Conditions shall control.

**Phil Vaughan Construction Management, Inc.**  
**Fee Schedule**  
**2012**

**Professional Land Planning**

Land Planning	\$125.00/hour
Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Travel	\$125.00/hour + .75 mile
Expert Testimony- Planning	\$225.00/hour
Out-of-pocket expenses	Cost of expense plus 15%

**Construction Services**

Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Construction Management/ Scheduling	\$125.00/hour
Construction site layout utilizing robotic total station	\$155.00/hour
Stakes/pins charged at cost	Plus 15%
Travel	\$125.00/hour + .75 mile
Expert Testimony-Construction	\$225.00/hour
Out-of-pocket expenses	Cost of expense plus 15%

**Miscellaneous Charges**

Photocopies 8.5x11	\$0.35/each
Photocopies 11x17	\$0.55/each
Blackline/Blueline Prints	\$3.50/each 36"x48"
Color Wide Format	\$22.00/each
Presentation Binding	Cost of expense plus 15%

**Direct Project Expenses**

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

## **“EXHIBIT A”**

**Phil Vaughan Construction Management, Inc.**  
**1038 County Road 323**  
**Rifle, CO 81650**  
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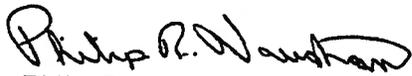
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