

Town of New Castle
450 W. Main Street
PO Box 90
New Castle, CO 81647

Administration Department
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

Agenda

New Castle Town Council Regular Meeting- Tuesday, November 05, 2024, 7:00 PM

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:

<https://us02web.zoom.us/j/7096588400>

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

Follow the prompts as directed. Be sure to set your
phone to mute until called on

Call to Order

Pledge of Allegiance

Roll Call

Meeting Notice

Conflicts of Interest

Agenda Changes

Citizen Comments on Items not on the Agenda

-Comments are limited to three minutes-

Consultant Reports

Consultant Attorney

Consultant Engineer

PUBLIC HEARING

Recess the Town Council Meeting, Convene as the Local Liquor Licensing Authority

A. Consider Resolution TC 2024-22 – A Resolution of the Town Council of the Town of New Castle Approving an Application from Pig & Duck, LLC for a Hotel & Restaurant License

Adjourn the Local Liquor Licensing Authority, Reconvene the Town Council Meeting

Items for Consideration

B. Presentation – Colorado River Valley Economic Development Partnership (CRVEDP) Alicia Gresley

C. Consider Use of Collected Plastic Bag Fees

Recess the Town Council Meeting, Convene as the Water & Sewer Enterprise

D. Consider Resolution 2024-E-1, An Resolution of the New Castle Water & Sewer Enterprise Temporarily Increasing Water and Sewer Charges

E. Consider Adjustment of Bulk Water Sales Fees

Adjourn the Water & Sewer Enterprise, Reconvene the Town Council Meeting

F. Consider Approval of Agreement to Terminate Easement in Longview, Lakota Canyon Ranch

G. Budget Update

H. Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) regarding pending CVR Investors, Inc. litigation.

I. Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) for an evaluation of the Town Administrator, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

J. Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) for an evaluation of the Town Clerk, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

K. Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) for an evaluation of the Town Treasurer, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

Consent Agenda

Items on the consent agenda are routine and non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a council member or citizen requests it, in which case the item will be removed from the consent agenda.

October 15, 2024 minutes

October Bills \$996,443.42

Liquor License Renewal – Feather Petroleum dba: Stop-N-Save Liquor License Renewal – Tapatios

Staff Reports

Town Administrator

Town Clerk
Town Treasurer
Town Planner
Public Works Director

Commission Reports

Planning & Zoning Commission
Historic Preservation Commission
Climate and Environment Commission
Senior Program
RFTA
AGNC
GCE
EAB
Detox

Council Comments

Items for Future Council Agenda

Adjourn

MEMO

To: Town Council
From: Mindy Andis, Town Clerk
Date: November 5, 2024
Re: Pig & Duck, LLC

Recommendation: Staff recommends that Council approve Resolution TC-2024-22, approving an application from Pig & Duck, LLC for a Hotel & Restaurant Liquor License,

Policy Implications: Adopting this recommendation would be consistent with the requirements of the State Liquor Code.

Budget Implications: Adopting this recommendation would allow Pig & Duck, LLC to serve malt, vinous and spirituous liquors for on-premises consumption and Town sales tax would be collected on sales of these beverages.

Background: Pig & Duck, LLC has applied for a hotel and restaurant liquor license for 316 West Main Street, New Castle.

The applicant requested that the State Liquor Enforcement Division review its application concurrently with the Town's review of the application.

Colorado Revised Statutes Section 12-47-307(3)(c) requires the applicant to submit fingerprinting and requires that the Council, as the local licensing authority, "use the information resulting from the fingerprints-based criminal history record check to investigate and to determine if an applicant is qualified for a license." There was nothing in the applicant's background investigation that would preclude the applicant from receiving a liquor license. Staff is waiting on backgrounds for three more partners.

The applicant applied for the license on October 3, 2024. All pertinent documentation has been submitted.

A temporary liquor license was issued to Pig & Duck on August 27, 2024, with an expiration date December 25, 2024.

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☐ Paid by check ☐ Paid online

Uploaded to
Movelt on

Date

☒ New License ☐ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file			
- All answers must be printed in black ink or typewritten - Applicant must check the appropriate box(es) - Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Pig & Duck LLC			FEIN Number 99-4590627
2a. Trade Name of Establishment (DBA) Pig & Duck		State Sales Tax Number 96394245	Business Telephone 912-230-0692
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 316 W Main ST			
City New Castle		County Garfield	State CO ZIP Code 81647
4. Mailing Address (Number and Street) 2217 CR 154 unit 403		City or Town Glenwood Springs	State CO ZIP Code 81601
5. Email Address rcmcconnell@hotmail.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) EAT Distro & drinks		Present State License Number 03-08289	Present Class of License H3R
Present Expiration Date 7.18.25			
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License.....\$1,100.00		☐ Liquor-Licensed Drugstore (County)\$312.50	
☒ Application Fee for New License w/Concurrent Review\$1,200.00		☐ Lodging & Entertainment - L&E (City)\$500.00	
☒ Application Fee for Transfer\$1,100.00		☐ Lodging & Entertainment - L&E (County)\$500.00	
Section B Liquor License Fees*		☐ Manager Registration - H & R\$30.00	
☐ Add Optional Premises to H & R.....\$100.00 X _____ Total _____		☐ Manager Registration - Tavern\$30.00	
☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____		☐ Manager Registration - Lodging & Entertainment.....\$30.00	
☐ Add Sidewalk Service Area.....\$75.00		☐ Manager Registration - Campus Liquor Complex\$30.00	
☐ Arts License (City)\$308.75		☐ Optional Premises License (City).....\$500.00	
☐ Arts License (County)\$308.75		☐ Optional Premises License (County)\$500.00	
☐ Beer and Wine License (City).....\$351.25		☐ Racetrack License (City).....\$500.00	
☐ Beer and Wine License (County).....\$436.25		☐ Racetrack License (County).....\$500.00	
☐ Brew Pub License (City)\$750.00		☐ Resort Complex License (City).....\$500.00	
☐ Brew Pub License (County).....\$750.00		☐ Resort Complex License (County).....\$500.00	
☐ Campus Liquor Complex (City).....\$500.00		☐ Related Facility - Campus Liquor Complex (City)\$160.00	
☐ Campus Liquor Complex (County)\$500.00		☐ Related Facility - Campus Liquor Complex (County)\$160.00	
☐ Campus Liquor Complex (State).....\$500.00		☐ Related Facility - Campus Liquor Complex (State).....\$160.00	
☐ Club License (City).....\$308.75		☐ Retail Gaming Tavern License (City)\$500.00	
☐ Club License (County)\$308.75		☐ Retail Gaming Tavern License (County).....\$500.00	
☐ Distillery Pub License (City).....\$750.00		☐ Retail Liquor Store License-Additional (City).....\$227.50	
☐ Distillery Pub License (County)\$750.00		☐ Retail Liquor Store License-Additional (County).....\$312.50	
☒ Hotel and Restaurant License (City)\$500.00		☐ Retail Liquor Store (City).....\$227.50	
☐ Hotel and Restaurant License (County)\$500.00		☐ Retail Liquor Store (County).....\$312.50	
☐ Hotel and Restaurant License w/one opt premises (City)\$600.00		☐ Tavern License (City).....\$500.00	
☐ Hotel and Restaurant License w/one opt premises (County).....\$600.00		☐ Tavern License (County).....\$500.00	
☐ Liquor-Licensed Drugstore (City)\$227.50		☐ Vintners Restaurant License (City)\$750.00	
		☐ Vintners Restaurant License (County).....\$750.00	
Questions? Visit: SBG.Colorado.gov/Liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name Pig & Duck LLC	Type of License H&R	Account Number			
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒					
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? b. Had an alcohol beverage license suspended or revoked? c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒ ☐ ☒ ☐ ☒					
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒					
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or Waiver by local ordinance? ☐ ☐ Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒ N/A					
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒ N/A					
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☒ ☐ b. Are you a Colorado resident? ☒ ☐					
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☒ ☐					
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____					
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width:40%;">Landlord Molly Maguerra Jeffell's</td> <td style="width:40%;">Tenant Pig & Duck LLC</td> <td style="width:20%;">Expires 8/31/27</td> </tr> </table>			Landlord Molly Maguerra Jeffell's	Tenant Pig & Duck LLC	Expires 8/31/27
Landlord Molly Maguerra Jeffell's	Tenant Pig & Duck LLC	Expires 8/31/27			
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒					
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name N/A	First Name	Date of Birth			
Last Name	First Name	Date of Birth			
FEIN or SSN					
Interest/Percentage					
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: ☐ ☒ Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☒ Number of additional Optional Premise areas requested. (See license fee chart) _____					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					

Name Pig & Duck LLC	Type of License	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ Yes ☒ No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ Yes ☒ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☒ No

c. How long has the club been incorporated? **N/A**

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☒ No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ Yes ☒ No

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ☐ Yes ☒ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ Yes ☒ No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints. **N/A**

Last Name of Manager McConnell	First Name of Manager Robert
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No
☐ Yes ☒ No

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No

a. Is the related facility located within the boundaries of the Campus Liquor Complex? ☐ Yes ☒ No
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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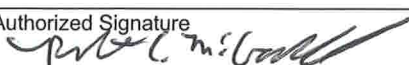
26. Tax Information. Yes No

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

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

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Robert McConnell	[REDACTED]	[REDACTED]	Owner	40

Name Pig & Duck LLC	Type of License	Account Number
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.		
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title Robert McConnell OWNER	Date 8/29/24
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
For Transfer Applications Only - Is the license being transferred valid? Yes ☒ No ☐		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: ☐ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) ☒ Date of inspection or anticipated date <u>9.10.2024</u> ☐ Will conduct inspection upon approval of state licensing authority		
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? Yes ☐ No ☒ ☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? Yes ☐ No ☒ NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes ☐ No ☒		
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Robert C. McConnell am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Pig & Duck LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business) <u>Robert C. McConnell / Pig & Duck LLC</u>		Social Security Number/Tax Identification Number <u>[REDACTED] / 99-4590627</u>	
Address <u>[REDACTED]</u>			
City <u>Glenwood Springs</u>		State <u>CO</u>	Zip <u>81601</u>
Home Phone Number <u>[REDACTED]</u>		Business/Work Phone Number <u>[REDACTED]</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Robert C. McConnell</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>8/28/24</u>

Privacy Act Statement

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



TOWN OF NEW CASTLE TEMPORARY ALCOHOLIC BEVERAGE PERMIT

Pig & Duck, LLC
dba: Pig & Duck
316 West. Main Street
New Castle, Colorado 81647

Licensed Premises: 316 West Main Street
Permit #: 24-TEMP-002

This certifies that having paid the request fee of \$100.00,
Pig & Duck
has been granted Town of New Castle Temporary Permit Number 24-TEMP-002

To conduct business and sell malt, vinous and spirituous liquors in accordance with the Hotel & Restaurant License of Eat Bistro & Drinks., for premises located at 316 W. Main Street, known as Eat Bistro & Drinks, LLC.

This temporary permit shall be valid until such time that the application to transfer ownership of the license to Pig & Duck is granted or denied, or for one hundred twenty (120) days, whichever occurs first.

Such temporary permit may be cancelled, revoked or summarily suspended if the Town Council of New Castle or the Colorado Department of Revenue determines that there is probable cause to believe that Pig & Duck has violated any provision of the Colorado Liquor Code or the Colorado Beer Code or has violated any rule or regulation adopted by the Town Council of New Castle or the Colorado Department of Revenue or has failed to truthfully disclose those matters required pursuant to the application forms required by the Colorado Department of Revenue.

Given under my hand and the seal of the Town of New Castle, August 27, 2024.



Town of New Castle
By: Mindy Andis
Mindy Andis, CMC
Town Clerk

This license must be posted in a conspicuous place at the license premises and is not transferrable



Town of New Castle
450 W. Main Street
PO Box 90
New Castle, CO 81647

Administration Department
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 44-3-303(3)(b)(V), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- ☐ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- ☐ Licensee hereby certifies that the attached list is a complete list of accounts for alcohol beverages that are unpaid: **Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:** ☐ Licensee ☐ Applicant
- ☐ Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- ☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- ☐ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its Agent(s), or a company, corporation, partnership or other business entity to be formed by the Applicant. Dated this 27 day of August, 2024

SELLER: EAT BISTRO & Drinks LLC **BUYER:** Pig & Duck LLC

*(Current Licensee, License number)

(Applicant Name – listed on #2 of the DR forms)

Trade Name: EAT BISTRO & Drinks

Trade Name: Pig & Duck

Signature: Molly Mogavero

Signature: Robert C. McConnell

Print Name Molly Mogavero

Print Name Robert C. McConnell

Position Owner

Position OWNER

State of Colorado

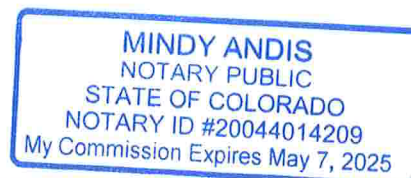
County of Garfield

Subscribed and sworn to before me this 27 day of August, 2024 by: Robert McConnell

Molly Mogavero

Notary Public: Mindy Andis

My Commission Expires: May 7, 2024 Seal:



Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

Beverage Distributors Company LLC

Trade Name of Establishment / Doing Business As (DBA)

Breakthru Beverage Colorado

License Number

40-04782-0001-04

Phone Number

303-371-3421

Email Address

JJJohnson@BreakthruBev.com

Physical Address

3980 Central Park Blvd

City

Denver

State

CO

ZIP Code

80238

Transferor Retailer Licensee Name

Eat Bistro + Drinks LLC

Trade Name of Establishment / Doing Business As (D B A)

Eat Bistro + Drinks

License Number

03-08289

Phone Number

970-984-7330

Physical Address

316 West Main Street

City

New Castle

State

CO

ZIP Code

81647

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Breakthru Beverage Colorado

Printed Name

Jaime J Johnson

Title

Credit Associate III

Signature

jaime johnson

Date (MM/DD/YY)

08-06-24

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Southern Glazer's Wine & Spirits		License Number 40-55351-0002	
Trade Name of Establishment/Doing Business As (DBA) Southern Glazers Wine & Spirits of Colorado		Phone Number (303) 292-1711	
Physical Address 22800 E. 19th Ave	City Aurora	State Co	ZIP 80019
Email Address jbrachle@sgws.com			
Transferor Retailer Licensee Name Eat Bistro & Drinks LLC		License Number 03-08289	
Trade Name of Establishment/Doing Business As (DBA) Eat Bistro & Drinks		Phone Number (970) 379-0093	
Physical Address .316 West Main Street	City New Castle	State CO	ZIP 81647
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: ☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. ☐ Not Paid in Full			
Wholesaler: Southern Glazers Wine & Spirits of Colorado			
Signature 	Print Julie Brachle	Title Lead Clerk-A/R	Date 08/19/24

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD
CONSULT LEGAL COUNSEL BEFORE SIGNING.**

**COMMERCIAL LEASE
(NNN)**

This Commercial Lease (the "Lease") is made on August 1st, 2024 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below) and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and conditions of the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** 316 W Main Street, LLC, a Colorado limited liability company (the "Landlord").
2. **Tenant:** Robert McConell and Ryan Baldwin, individuals (the "Tenant").
3. **Premises:** Landlord is the owner of certain real estate legally described as 316 W. Main Street, New Castle, CO 81647 in Garfield County, Colorado (the "Real Estate"). The Real Estate is improved with a mixed-use building, including a commercial space and two residential units (the "Improvements") (the Real Estate and the Improvements are collectively referred to as the "Property"). Landlord hereby leases and demises to Tenant the following described portion of the Property: Address 316 W. Main Street, New Castle, CO 81647, Downstairs Unit, consisting of approximately 2,028 square feet (the "Premises").
4. **Term and Asset Purchase:** Landlord leases the Premises to Tenant from the 1st day of September 2024 through the 31st day of August, 2027 (the "Term"), provided, however, that the Term shall **not** commence until Tenant has completed the purchase of certain of Landlord's business assets, including furniture, fixtures, equipment and service ware ("Asset Purchase"), as more particularly described in the Bill of Sale attached hereto as Addendum A. The Asset Purchase shall occur on or after August 19, 2024 but prior to August 27, 2024. This Lease is contingent upon Tenant's completion of the Asset Purchase, and Tenant's failure to do so shall be a Default hereunder.
5. **Rent:** Total rent payment for the first year of the Term is Seventy-Four Thousand Four Hundred and 00/100 Dollars (\$74,400), payable to Landlord in equal installments of Six Thousand Two Hundred and 00/100 Dollars (\$6,200) in advance on the first day of each calendar month, without notice (the "Monthly Rent"). All Monthly Rent, Additional Rent (as defined below), and all other charges or amounts payable by Tenant under the Lease are referred to herein collectively as the "Rent." Unless otherwise provided in the Lease, all Rent shall be mailed or delivered to Landlord at the following address: c/o Property Professionals, 1430A Railroad Avenue, Rifle, CO 81650 ("Property Manager"). If the Term does not begin on the first day of the month, the Monthly Rent and Additional Rent shall be prorated accordingly. Monthly Rent for subsequent years of the Term not be increased.
6. **Option:** Tenant shall have the option to extend the Term, pursuant to the terms and conditions contained herein, for an additional period of five (5) years (the "Option"). If Tenant desires to exercise the Option, Tenant shall, at least 180 days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Monthly Rent shall be adjusted and payable as follows: \$7,200 per month during the Option term. The Option shall only be exercisable provided that no Tenant Defaults exist at the time of exercise and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease. If Tenant exercises the Option, the word "Term" shall include the additional period.
7. **Security Deposit:** Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of Nine Thousand and 00/100 Dollars (\$9,000) as security for the return of the Premises at the expiration of the Term in the condition required by the Lease, as well as the faithful, timely, and complete performance of all other terms and conditions of the Lease (the "Security Deposit"). The Property Manager will hold the Security Deposit and disburse it in accordance with the terms of this Lease.
8. **Use:** The Premises shall be used for the operation of a full service restaurant, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, use or permit the Premises to be used for any other purpose.
9. **Utilities; Other Additional Rent:** Tenant shall pay all of the utilities for the Premises indicated in this Paragraph 9 and shall pay Tenant's Pro Rata Share of all other items in this Paragraph 9 as provided herein (collectively, the "Additional Rent"). Tenant's pro rata share of costs for purposes of the Lease shall be 46% ("Tenant's Pro Rata Share"). Tenant's Pro Rata Share is a fraction (expressed as a percentage), the numerator of which is the square footage of the Premises and the denominator of which is the number of the square feet available of the Improvements to rent as determined by Landlord and excluding the common areas.
 - a. **Utilities:** Tenant shall be responsible for paying the following utilities on the Premises, if available and required by Tenant: ☒ Electric ☒ Gas ☒ Water ☒ Sewer ☒ Phone ☒ Cable/Satellite T.V. ☒ Internet Access ☒ Refuse Disposal ☒ Other Any desired by Tenant. The Premises is separately metered for Gas and Electric, provided by Xcel Energy, which account Tenant shall transfer into Tenant's name and pay directly. The Town of New Castle provides for water and sewer service to the Property in which the Premises are located. Property Manager shall invoice Tenant on a monthly basis for one-third (1/3) of the water and sewer costs, which

shall be payable to Landlord as Additional Rent. Tenant shall be responsible for setting up all trash, recycling and other refuse disposal for the Premises with the provider of Tenant's choice.

b. **CAM Costs:** Tenant shall be responsible for paying Tenant's Pro Rata Share of the annual operation and maintenance costs of the Property ("CAM Costs"). CAM Costs are all costs incurred by Landlord to operate and maintain the Common Areas and other portions of the Property to the extent not paid by Tenant or other tenants of the Property directly, including, but not limited to, costs for electric, gas, water, and other utilities; maintenance; repairs; and replacement costs (including, but not limited to, the cost of performing Landlord's obligations under Section 12 below and those due to ordinary and extraordinary wear and tear or damage or casualty loss not covered by insurance); trash and snow/ice removal (including, but not limited to, removal from parking areas, abutting roadways, and walkways); landscaping and lawn maintenance; painting; sign installation, repair, maintenance, and replacement; repair, maintenance, and replacement of utility systems; depreciation of machinery and equipment used in such repair, maintenance, and replacement; and the cost of all personnel to implement such services. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible CAM Costs.

c. **Tax Costs:** Tenant shall be responsible for paying Tenant's Pro Rata Share of annual taxes, assessments, and governmental charges pertaining to the Property ("Tax Costs"). Tenant's Pro Rata Share shall be forty-six percent (46%) of the Tax Costs, which shall be estimated based on the most recent Property assessment and 1/12 of such amount shall be billed monthly as Additional Rent. Upon receipt of the actual Property tax assessment, Landlord shall notify Tenant of any additional amounts due from Tenant or rebates due to Tenant, which payments shall be within forty-five (45) days of Landlord's receipt of the Property tax assessment. The Tax Costs shall include, but not be limited to, all federal, state, county, municipal, or other governmental or quasi-governmental taxes or assessments levied upon, charged against, or assessed in connection with the use of the Property. Tax Costs shall not include state or federal income taxes payable by Landlord.

d. **Landlord's Insurance Costs:** Tenant shall be responsible for paying Tenant's Pro Rata Share of the costs of any insurance obtained by Landlord for the Property ("Insurance Costs"). Tenant's Pro Rata Share shall be forty-six percent (46%) of the Insurance Costs, which shall be estimated based on the most recent Property Insurance Costs and 1/12 of such amount shall be billed monthly as Additional Rent. Upon receipt of the actual Property Insurance bill, Landlord shall notify Tenant of any additional amounts due from Tenant or rebates due to Tenant, which payments shall be within forty-five (45) days of Landlord's receipt of the Property Insurance bill. Payment of Tenant's Pro Rata Share of Landlord's Insurance Costs is separate and distinct from, and shall not discharge, Tenant's obligations to carry insurance as set forth in Paragraph 41 below.

10. **Payment of Additional Rent:** All Additional Rent shall be paid by Tenant to Landlord in equal monthly installments concurrent with the Monthly Rent. Payments of Additional Rent shall be calculated as follows: on or before the commencement date of the Term, Landlord shall give Tenant a statement of the estimated annual CAM Costs, Tax Costs, and Insurance Costs for the Property ("Estimate of Costs"). Tenant shall pay Additional Rent to Landlord based upon the Estimate of Costs divided by twelve (12). Tenant shall continue to pay such amount of Additional Rent until Tenant is notified by Landlord of a change in the amount. Within ninety (90) days after the end of each calendar year, Landlord shall compute actual CAM Costs, Tax Costs, and Insurance Costs for the preceding year (the "Actual Costs"). Landlord shall provide Tenant with a statement of Actual Costs. If the total amount of Additional Rent Tenant actually paid for the calendar year is less than Tenant's Pro-Rata Share of the Actual Costs, Tenant shall pay Landlord, within ten (10) days of receipt of statement, the difference between Tenant's Pro-Rata Share of Actual Costs and the amount of Additional Rent Tenant actually paid for the calendar year. If the amount of Additional Rent Tenant actually paid for the calendar year is more than Tenant's Pro-Rata Share of Actual Costs, the excess shall be applied to the Rent next due from Tenant or, if no Rent or other sums are due from Tenant, paid to Tenant. The Actual Costs of the prior calendar year shall be used for the purpose of calculating the Estimate of Costs for the then current year.

11. **Late Payments:** If any Rent is received later than five (5) days after the date when due, the parties agree that Rent in the amount of five percent (5%) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

12. **Repairs and Maintenance of the Premises and Property:** Landlord shall repair, maintain, and replace the Common Areas (as defined below) and the foundation, exterior walls, exterior doors, and roof of the Improvements so they are at all times during the Term in good repair. Tenant agrees to keep all the other portions of the Premises and the Improvements located thereon (including, but not limited to, plate glass and other windows, window frames, and interior doors) repaired, maintained, and replaced so they are at all times during the Term in good repair and otherwise as provided in the Lease. Landlord shall properly irrigate and care for all trees, shrubbery, lawn, and other landscaping, if any. Tenant shall keep all sidewalks on the Premises at all times during the Term in good repair and free and clear of ice and snow. Tenant shall perform other maintenance, repair, and replacement in accordance with Tenant Required Maintenance Schedule, attached hereto as Addendum B.

13. **Parking:** There is no designated parking associated with the Premises.

PREMISES

14. **Common Areas:** There are no Common Areas associated with the Premises.

15. **Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations or warranties as to the physical condition of the Premises or the Property, or their suitability for Tenant's intended use. The Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations or warranties as to whether Tenant's intended use will necessitate changes or alterations to the Premises in order to comport with federal, state, or local laws, ordinances, codes, rules, regulations, and similar legal requirements (collectively, "Laws"). Laws include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act ("ADA")), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any Laws because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any Laws.

16. **Check-In Inspection:** Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

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

a. **Use of Premises:** To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions of the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively or subjectively as competing with Tenant.

b. **Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of the Town of New Castle as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements, must be a minimum of eight (8) feet above the sidewalk and may not exceed six (6) square feet in size.

c. **Vacancy:** It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet, them for such rent and upon such conditions as Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent herein reserved until the expiration of the Term.

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

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

f. **Additional Prohibitions:** Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. This prohibition includes, but is not limited to,

loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, other tenants, or any person living, working, or present on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

g. **Pets and Animals:** Pets or animals [shall] [shall not] be permitted on the Premises except to the extent permission for pets to be on the Premises is required to be given by Laws. Tenant shall comply with all Laws applicable to pets on the Premises.

h. **Hazardous Material Prohibited:** Tenant shall not cause or permit any Hazardous Material to be brought upon or kept or used in or about the Premises by Tenant or Tenant's Invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses. The term "**Hazardous Material**" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any Laws relating to pollution or the protection or regulation of human health, natural resources, or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Premises or Property.

i. **Waste; Rubbish Removal:** Tenant shall not commit waste on or to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall store all personal property entirely within the Premises. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in or about the Property, and so as not to create any health or fire hazard. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for removal of trash and debris of Tenant and Tenant's Invitees.

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

18. **Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal(s). If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. If an assignment or sublease is permitted, all payments from the assignee or sublessee shall be made by such party directly to Landlord, and not through Tenant.

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

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

PAYMENTS

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

22. **Partial Payment:** If any partial payment is made by Tenant, it shall be allocated to the payment of Rent in the manner Landlord may determine in Landlord's sole discretion. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, but not limited to, an eviction action.

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

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

SECURITY DEPOSIT

25. **Security Deposit:**

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

b. **Application of Security Deposit:** The parties agree: (1) that the Security Deposit, or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle it with Landlord's own funds; (4) that should the Monthly Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Monthly Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion, and Tenant shall deposit such increase within ten (10) days after Landlord's demand therefor.

c. **Return of Security Deposit:** If Tenant shall have faithfully observed and performed all of the terms and conditions of the Lease to be observed and performed by Tenant, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement showing such application, if any, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. **Improvements, Repairs, and Maintenance:** Subject to the limitations set forth in Paragraphs 27 and 29 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective Improvements and their repair, maintenance, and replacement.

27. **Landlord's Limited Responsibility:** To the extent Paragraph 12 of the Lease provides for Landlord's responsibility for certain repairs, maintenance, and replacement, Landlord shall be responsible only for: (i) any repairs, maintenance, and replacement that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, maintenance, and replacements that have been necessitated by sudden natural forces, or acts of God, or by fire or other casualty not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant or Tenant's Invitees shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, but not limited to, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

28. **Tenant's Allowed Responsibilities:** If Paragraph 12 of the Lease provides for Landlord's responsibility for certain repairs, maintenance, and replacement, Tenant shall not perform or contract with third parties to perform any such repair or maintenance. If any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

29. **Tenant's Duty to Repair:** If Paragraph 12 of the Lease provides for Tenant's responsibility for certain repairs, maintenance, and replacement, Tenant shall, at Tenant's sole cost and expense, to such extent, perform such repairs, maintenance, and replacement (the "Tenant Repairs"). Tenant Repairs shall include, but not be limited to, all maintenance, repairs, replacements, renewals, alterations, and betterments. All Tenant Repairs shall be equal or better in quality and class to the original work. If Tenant fails to complete Tenant Repairs as required by the Lease, Landlord may complete them and bill Tenant for the cost of such work as Rent.

30. **Tenant Improvements:** Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish

work, telephone systems, wiring, equipment, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "Tenant Work").

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

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

33. Common Area Maintenance: There are no Common Areas associated with the Premises.

34. Keys/Locks: Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

DEFAULT; NOTICE AND REMEDIES

35. Default; Remedies: If Tenant is in arrears in the payment of Rent or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof, then Landlord may, at Landlord's option, undertake any of the following remedies, without limitation: (a) declare the Term of the Lease ended; (b) with or without terminating the Lease, terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future Rent, damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. If possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent, subject to Landlord's duty to mitigate such damages to the extent required by applicable law. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, if repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

36. Abandonment: In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 37 below.

37. Re-Entry: In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, but not limited to, the balance of the Rent, court costs, and reasonable attorneys' fees;

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

- c. Landlord may attempt to relet the Premises for such rent and under such terms and conditions as Landlord believes appropriate;
- d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;
- e. Any money received by Landlord from Tenant shall be applied to the payment of Rent in the manner Landlord may determine in Landlord's sole discretion; and
- f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises as required by the Lease.

INSURANCE AND INDEMNIFICATION

38. Negligent Damages: Subject to Paragraph 43, Tenant shall be responsible for and reimburse Landlord for any and all damage to the Premises, the Property, or personal property therein or thereon and for injury to or death of persons caused by the negligent, grossly negligent, reckless, or intentional acts of Tenant or Tenant's Invitees.

39. Liability Indemnification: Tenant shall hold Landlord, Landlord's agents and employees, and their respective successors and assigns, harmless and indemnified from all actions, causes of action, injury, loss, claims, expenses, or damages, including, but not limited to, attorneys' fees, with respect to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business or other activities, which is occasioned by a negligent, intentional, or reckless act or omission of Tenant or Tenant's Invitees.

40. Landlord Insurance: Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain commercial general liability and property insurance that covers the replacement cost of the Improvements as Landlord may determine. Such insurance shall not be required to cover any of Tenant's property, and Tenant shall have no interest in any of the proceeds of such insurance.

41. Tenant's Insurance:

a. Tenant shall maintain commercial general liability insurance insuring Tenant, in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall, in addition, cover Tenant's contractual liability under the indemnification clauses of the Lease.

b. Tenant shall maintain commercial property insurance covering Tenant's business personal property, equipment, and alterations and improvements at full replacement cost value. The commercial property insurance will include a waiver of subrogation in favor of Landlord.

c. All of Tenant's insurance related to the Premises and the Property shall be in the form of and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord and Property Manager as additional insureds thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord and Property Manager and otherwise be reasonably acceptable to Landlord. Certificates for such insurance or, if requested by Landlord, copies of the policies, shall be provided to Landlord and Property Manager prior to commencement of the Term and upon request of Landlord or Property Manager.

42. No Subrogation; Waiver of Property Claims: Notwithstanding anything to the contrary in this Lease, Landlord and Tenant each hereby assumes all responsibility for insuring, and waives its entire right of recovery against the other (and, as to Tenant's waiver, against Landlord's property manager) for, any and all loss of or damage to real and personal property of the other party and its loss of business income caused by or arising out of a cause of loss insured or that could have been insured against by a Causes of Loss - Special Form policy of property insurance with additional flood and loss of business income coverage, even if this loss or damage is due to the negligence of the other party (or, as to Tenant's waiver, Landlord's property manager), or their respective agents, employees, or contractors. These waivers include a waiver by each of Tenant and Landlord of all rights of subrogation that its property insurers may have against the other (and, as to Tenant's waiver, against Landlord's property manager). If either party's insurance covering property loss or damage does not permit a named insured to waive the insurer's rights of subrogation, then that policy must include an endorsement in which the insurer waives all of its rights of subrogation against the other party (and, as to Tenant's insurance policy, Landlord's property manager).

43. Waiver of Liability: Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property or injury or death sustained by Tenant, Tenant's Invitees, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property, including, but not limited to, claims for damage, injury, or death resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises or any part thereof in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, gas, water and steam pipes, stairs, porches, balconies, railings, roadways, parking areas, or walks or the installation, repair, or maintenance thereof; (5) broken glass; (6) the backing-up of any sewer pipe or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler

system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam or hot water; (9) water, snow, or ice being upon or coming through the roof, skylight, doors, stairs, walks, or any other place upon or near the Property or the Premises, or otherwise; (10) the falling of any fixtures, plaster, stucco, tile, stone, or similar material; (11) fire or other casualty; (12) any act, omission, or negligence of other tenants, occupants, or other persons of or on the Property, or of or on adjoining or nearby buildings or property; or the criminal activities of persons other than Landlord or its agents or employees. To the extent not covered by Landlord's insurance, Tenant agrees to pay for all damage to the Improvements comprising a part of or located on the Premises.

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

OTHER PROVISIONS

45. Destruction or Condemnation of Premises: Landlord's and Tenant's duties and responsibilities are as follows when damage to or destruction of the Premises from fire or other casualty or condemnation occurs:

a. Partial Destruction of the Premises: In case of damage to or partial destruction of the Premises by fire or other casualty, Landlord shall have a reasonable time (not to exceed 30 days) to determine (i) the nature and extent of the damage, (ii) the estimated time to repair and restore, and (iii) the amount of insurance proceeds available to complete the repair and restoration. Upon such determination, Landlord shall notify Tenant in writing whether Landlord, in its sole discretion, elects to repair and restore the Premises. If Landlord elects to repair and restore, Landlord shall proceed to repair and restore the Premises with reasonable dispatch. Tenant shall remain responsible for payment of Rent, which shall be abated proportionately as reasonably determined by Landlord for any portion of the Premises that are made untenantable. Subparagraph (d) of this Paragraph shall apply if Landlord determines that the damage or partial destruction will not be repaired.

b. Premises Untenantable: If the Premises are made totally untenantable by fire or other casualty, or if the building in which the Premises are located is damaged or partially destroyed to the point where Landlord, within a reasonable time (not to exceed 60 days), decides not to rebuild or repair, then Subparagraph (d) of this Paragraph shall apply.

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

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

46. Holdover: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Term, Tenant shall remain in possession of the Premises and continue to pay Monthly Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Monthly Rent paid under the Lease plus all Additional Rent and other Rent, and be subject to all the terms and conditions of the Lease.

47. Entry by Landlord: Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, showing the Property to prospective purchasers or prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraphs 17(c) and 36. Tenant acknowledges that the Property is listed for sale and that all showings shall be accompanied by Landlord's Listing Agent or a representative of Listing Agent. All showings to prospective new tenants shall be accompanied by a representative of Property Manager.

48. Guarantor: If the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantor") hereby absolutely guarantees the payment of Rent and the performance of all of Tenant's obligations under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of any of its obligations under the Lease, Guarantor will perform such obligation.

49. **Subordination; Estoppel; Attornment:** The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall, within ten (10) days after a request therefor from Landlord, execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

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

51. **Attorneys' Fees:** If Tenant or Landlord violates any of the terms and conditions of the Lease, or if a dispute arises concerning the meaning or interpretation of any term or condition of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, but not limited to, court costs and reasonable attorneys' fees.

52. **Waiver of Trial by Jury:** Tenant hereby waives trial by jury in any action or proceeding arising out of the Lease, the relationship between Landlord and Tenant, or Tenant's use or occupancy of the Premises.

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

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

55. **Captions:** The paragraph titles or captions in the Lease are for convenience only and shall not be used in the interpretation thereof.

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

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

58. **Successors and Assigns:** The Lease is binding and inures to the benefit of the heirs, personal representatives, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

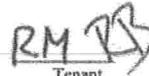
59. **No Partnership:** The parties hereto do not intend to create, and no provision of the Lease will be construed as creating, a partnership, joint venture, tenancy in common, or joint tenancy between Landlord and Tenant, it being intended that the only relationship created by the Lease will be that of landlord and tenant.

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

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

62. **Credit Reports:** Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the creditworthiness of Tenant and any of Tenant's guarantors.

63. **Entity Authorization:** If Tenant is a corporation, limited liability company, partnership, or other legal entity, each individual executing the Lease on behalf of the entity represents and warrants that the person is duly authorized to execute and deliver the Lease on behalf of the entity in accordance with a duly adopted resolution or other legally effective authorization and that the Lease is binding upon the entity in accordance with its terms. Lessee agrees to provide Landlord with such a resolution or other evidence of authorization within five (5) days after Landlord's request therefor.

Initials:  
Landlord Tenant

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

65. **Quiet Enjoyment; Release of Landlord:** Landlord agrees that, subject to title matters of record, Tenant's paying the Rent, and Tenant's complying with all of the other terms and conditions of the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease or Tenant's right to possession of the Premises is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

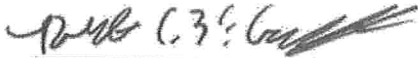
66. **No Recording:** Tenant will not file or record the Lease or any memorandum thereof in the real property records of the county in which the Premises are located or any other public record.

67. **Consulting Legal Counsel:** Laws may affect the Premises, the Lease, and the Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

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

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

TENANT:


Robert McConnell


Ryan Baldwin

Date: 8-1-24

LANDLORD:

316 W Main Street, LLC, a Colorado limited liability company


By: Molly Mogarova
Its: Managing Member

Date: 8-1-24

Addendum B to Commercial Lease

316 W Main St, New Castle Co Tenant Required Maintenance Schedule

Tenant Agrees to Complete the Following Items as requirement of maintenance for Lease at Tenants Expense;

- Furnace Filter and Grate Cleaning in kitchen above reach in refrigerator – Clean grate over filter and replace filter monthly.
- Oven Exhaust Hood Cleaning - Clean hood, metal filters, and stainless-steel surroundings in kitchen above stove weekly.
- Crawlspace Vent Fan - Tenant acknowledges this is required to stay on per code, switch is currently taped in the on position. Tenant to verify monthly the fan is running and operable and report to Management if fan does not appear to be working properly.
- Track Lighting Maintenance - Replace bulbs with shatter proof bulbs when they burn out, bulbs can be purchased from Lowes. Owner to ensure all bulbs are operable before Tenant takes occupancy.
- Window Cleaning Interior and Exterior – Contract with Tom Rowan 970.309.6504 for exterior window cleaning every two weeks and interior window cleaning every six months at Tenant expense. Owner will have this done before Tenant takes occupancy. Note from Owner; Tenant will not use Windex on these windows, it will leave bad streaks on these custom windows.
- Soap Dispenser Catch – Tenant agrees to keep a can or catch under wall mounted soap dispensers to prevent flooring damage from soap drips.
- Pest Prevention Practices – Tenant agrees to keep all food storage in sealed containers and practice a high standard of cleanliness to prevent pest activity in the building.
- Floor Maintenance and Upkeep –
 - Tenant agrees to only use Spic and Span dry floor packets for cleaning kitchen flooring.
 - Tenant agrees to only use Murphys Oil Soap for cleaning dining room and lounge floor.
 - Tenant agrees to keep felt furniture pads on legs of all chairs and table to prevent damage to flooring throughout. Tenant will replace when worn out, Owner will have new pads installed before Tenant takes occupancy.
 - Tenant agrees to continue use of Owner provided kitchen and bar floor mats to prevent damage to flooring.

Tenant Agrees to the Following Items being scheduled by Owner or Management, with Owners preferred company of choice at the expense of Tenant, as a requirement of maintenance for Lease;

Every Other Month

- Grease Trap Maintenance and Cleaning – Every Other Month - Inspect and empty grease trap. Owner will have this done before Tenant takes occupancy to satisfy the first two months. Tenant acknowledges this is required to be done every two months and is mandatory by the Town for annual renewal of business license. Invoice copies will be sent to Tenant to submit to the Town annually upon their business license renewal for license renewal approval by the Town. Tenant agrees to dispose of grease in the oil drum

at the back of the building, no animal fats may be disposed of here. All Valley Resources empties this drum when it is full, Tenant to call if full for empty service.

Quarterly

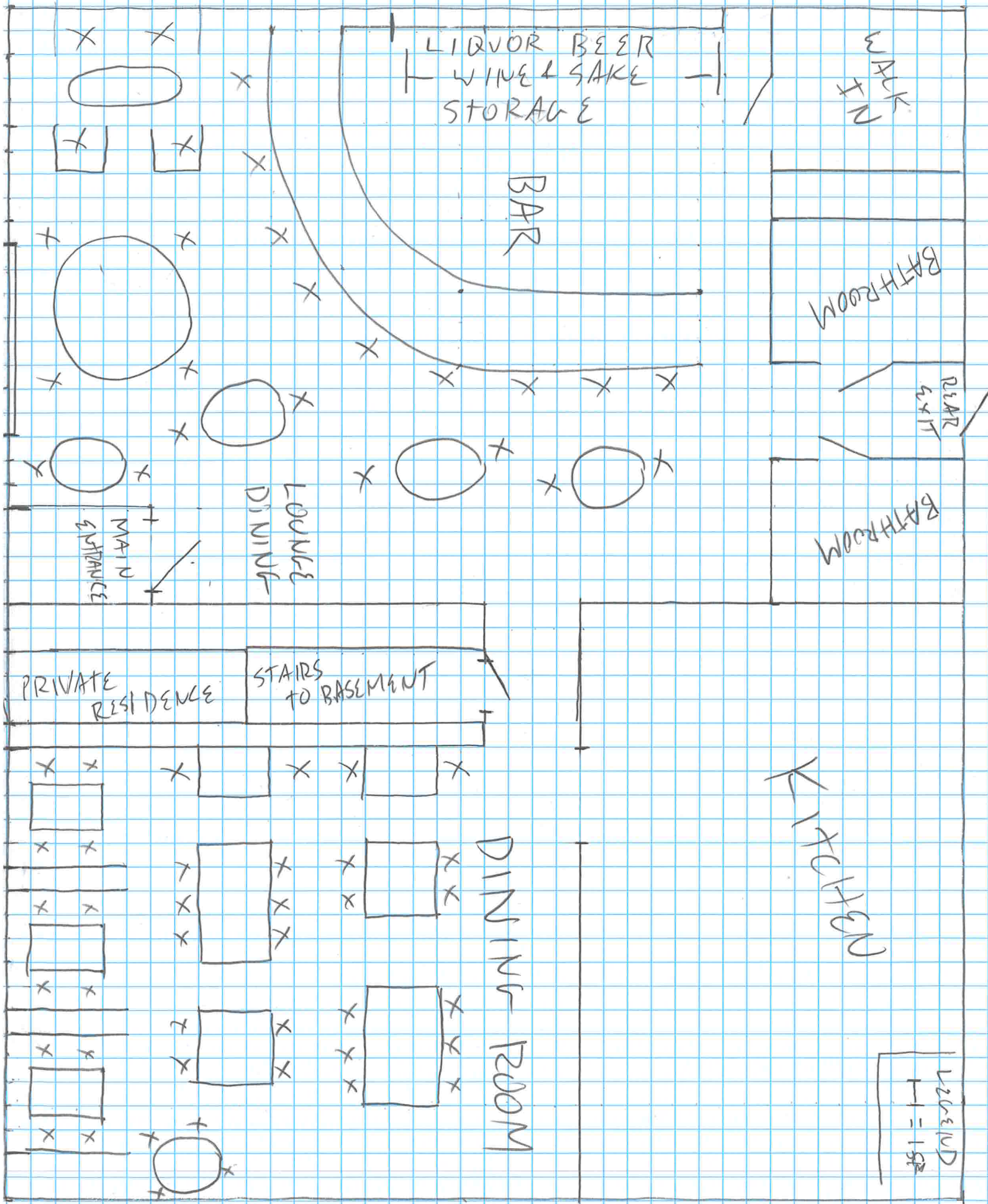
- Furnace Filter above kitchen reach in refrigerator – Quarterly - Verify Tenant compliance of monthly filter replacement and exterior grate cleaning.
- Roof Top AC/Heating Unit Over Lounge – Quarterly - Inspection and replacement of filters.
- Bathroom Vent Fan Maintenance - Quarterly - Service to check proper operations and clean registers.
- Crawl Space Vent Fan – Quarterly - Verification of proper operation.

2x Per Year

- Walk In Cooler Service Agreement – 2x Per Year - Complete service maintenance agreement.
- AC Condenser – 2x Per Year - Inspection and verification of proper operation every six months.
- Exhaust Fan to Oven – 2x Per Year – Inspect and adjust belt tension on roof as needed. Owner will have this done before Tenant takes occupancy to satisfy the first six months.
- Make Up Air Unit Furnace/Evaporative Cooler Maintenance – 2x Per Year - complete the Fall winterization and Spring start up, inspect and adjust belt tension.
- Oven Exhaust Vent Cleaning – 2x Per Year - Complete Oven Exhaust Vent Cleaning. Owner will have this done before Tenant takes occupancy to satisfy the first six months.
- Fire Extinguishers and ANSUL Fire Suppression System – 2x Per Year - Complete Fire Extinguishers and ANSUL Fire Suppression System inspection over Cook Wear in Kitchen. Owner will have this done before Tenant takes occupancy to satisfy the first six months.

Annually

- Water Heater Maintenance – Annually – Inspection and service by draining and refilling tank.
- Flooring Maintenance – Annually - Apply sealer (Bar/Lounge Area Only) to seal concrete floors. Owner will have this done before Tenant takes occupancy to satisfy the upcoming year. Tenant agrees to move all furniture from Bar/Lounge area for access to floors. Tenant acknowledges this is required to be done once a year and this will take two days to cure before floors can be walked on and furniture put back.



LEVER
= 1.5 ft²

ALCOHOL STORAGE

ALCOHOL
STORAGE

BAR
FRIDGE

FRIDGE

FRIDGE

EQUIPMENT
STORAGE

STAIRS

TO DINING
ROOM

BASINENT



195 W. 14th Street
Rifle, CO 81650
(970) 625-5200

2014 Blake Avenue
Glenwood Springs, CO 81601
(970) 945-6614

Retail Food Establishment Inter-Agency Sign-Off Sheet

Date: 8/23/29

Please check one:

☐ New Establishment ☒ New Operator/Change of Ownership ☐ Remodel/Fire/System Discharge
☐ Mobile Establishment

NAME OF ESTABLISHMENT PIG & DUCK

ADDRESS 316 W MAIN ST NEWCASTLE CO 81647

TYPE OF BUSINESS Restaurant

OWNED BY PIG & DUCK LLC

PHONE 912-230-0642 EMAIL rmcconnell@hotmail.com

CONTACT PERSON Robert McConnell

PHONE 912-230-0642 EMAIL rmcconnell@hotmail.com

Building Permit # _____

Agency Name _____

If applicable: Septic Permit # _____

Well Permit # _____

The following departments are required to inspect, if applicable, and sign off below on this establishment before a Retail Food Establishment Permit can be issued by the Garfield County Public Health Department. PLEASE SUBMIT THIS FORM PRIOR TO SCHEDULING PRE-OPERATIONAL INSPECTION.

BUILDING/ZONING SIGNATURE: [Signature]

DATE 9-10-24

COMMENTS: _____

FIRE INSPECTOR SIGNATURE: [Signature]

DATE 9/10/24

COMMENTS: OK to open

WASTEWATER/UTILITIES SIGNATURE: [Signature]

DATE 9-10-24

COMMENTS: _____

HEALTH DEPARTMENT SIGNATURE: _____

DATE _____

COMMENTS: _____

Garfield County Public Health Department – working to promote health and prevent disease

Print

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Colorado River Fire Protection District

1850 Railroad Ave, Rifle, CO 81650
(970) 625-1243 Fax (970) 625-2963

Occupant Name: Pig and Duck restaurant

Address: 316 West MAIN Street

Property Owner: Restaurant owner Robert McConnell

Contacts: -None-

Inspection Date: 9/10/2024

InspectionType: Short Codes_IFC 2015 - 89 Codes

Inspected By: Kurt Lundin

State File ID:

Insp. Result	Location	Code Set	Code
Pass		IFC 2015 CHAPTER 1 SCOPE AND ADMINISTRATION	105.1.1 - Permits required.
Pass		IFC 2015 CHAPTER 1 SCOPE AND ADMINISTRATION	107.3 - Recordkeeping.
Pass		IFC 2015 CHAPTER 3 GENERAL REQUIREMENTS	304.2 - Storage of combustible rubbish.
Pass		IFC 2015 CHAPTER 3 GENERAL REQUIREMENTS	311.2.2 - Fire protection systems.
N/A		IFC 2015 CHAPTER 3 GENERAL REQUIREMENTS	312.1 - Vehicle impact protection.
N/A		IFC 2015 CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS	403.10.1.1 - Evacuation diagrams.
Pass		IFC 2015 CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS	403.11.1.5 - Tenant identification.
N/A		IFC 2015 CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS	404.3 - Maintenance of fire safety and evacuation plans.
N/A		IFC 2015 CHAPTER 5 FIRE SERVICE FEATURES	503.3 - Marking of fire department access road.
Fail		IFC 2015 CHAPTER 5 FIRE SERVICE FEATURES	506.1 - Knox Box.
Inspector Comments: Knox box 3261 requested to be installed near entry with keys to restaurant for after hours emergency event ie, natural gas leak.			
N/A		IFC 2015 CHAPTER 5 FIRE SERVICE FEATURES	506.2 - Key box maintenance.
N/A		IFC 2015 CHAPTER 5 FIRE SERVICE FEATURES	509.1 - Identification of fire protection equipment and equipment rooms.
Pass		IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	604.2.12 - Means of egress illumination.
Fail		IFC 2015 CHAPTER 5 FIRE SERVICE FEATURES	505.1 - Address identification.

Inspector Comments: Residential unit "C" accessed from alley, requesting full proper address at gate to identify this location.

Fail	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.4 - Multiplug adapters.
Inspector Comments: Multi-plug adapter located inside entry must have surge protection		
N/A	IFC 2015 CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES	703.1 - Maintenance of fire-resistance-rated construction.
N/A	IFC 2015 CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES	703.1.3 - Fire walls, fire barriers and fire partitions.
N/A	IFC 2015 CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES	703.2.3 - Door operation - Swinging fire doors.
N/A	IFC 2015 CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES	703.3 - Ceilings.
N/A	IFC 2015 CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES	703.4 - Testing sliding and rolling fire doors.
N/A	IFC 2015 CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS	806.2 - Artificial vegetation.
Pass	IFC 2015 CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS	806.3 - Obstruction of means of egress - decorative vegetation.
N/A	IFC 2015 CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS	807.3 - Combustible decorative materials - suspended from walls or ceilings
Pass	IFC 2015 CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS	807.5.2.2 - Artwork in corridors.
N/A	IFC 2015 CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS	807.5.2.3 - Artwork in classrooms.
Pass	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	901.4 - Maintenance of fire protection systems.
N/A	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	907.2.11.2 - Groups R-2, R-3, R-4 and I-1.
N/A	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	907.6.2 - Primary and secondary power supply for the fire alarm system.
N/A	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	912.4 - Access to fire department connections.
N/A	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1023.9.1 - Signage requirements.
N/A	IFC 2015 CHAPTER 21 DRY CLEANING	2105.1.5.3 - Lint.
Pass	Floor 1 IFC 2015 CHAPTER 3 GENERAL REQUIREMENTS	305.1 - Combustible clearance from ignition source.

Pass	Floor 1	IFC 2015 CHAPTER 3 GENERAL REQUIREMENTS	314.2 - Unobstructed access to exits.
Pass	Floor 1	IFC 2015 CHAPTER 3 GENERAL REQUIREMENTS	315.3 - Storage in buildings of combustibles.
Pass	Floor 1	IFC 2015 CHAPTER 3 GENERAL REQUIREMENTS	315.3.1 - Ceiling clearance in sprinkler and nonsprinklered areas.
Pass	Floor 1	IFC 2015 CHAPTER 3 GENERAL REQUIREMENTS	315.3.2 - Combustible materials shall not be stored in exits.
Pass	Floor 1	IFC 2015 CHAPTER 3 GENERAL REQUIREMENTS	315.3.3 - Combustibles prohibited in mechanical rooms.
Pass	Floor 1	IFC 2015 CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS	407.2 - Material Safety Data Sheets.
Pass	Floor 1	IFC 2015 CHAPTER 5 FIRE SERVICE FEATURES	504.2 - Maintenance of exterior doors and openings.
Pass	Floor 1	IFC 2015 CHAPTER 5 FIRE SERVICE FEATURES	505.1 - Address identification.
Pass	Floor 1	IFC 2015 CHAPTER 5 FIRE SERVICE FEATURES	509.1.1 - Utility equipment shall be clearly and legibly marked.
Pass	Floor 1	IFC 2015 CHAPTER 5 FIRE SERVICE FEATURES	510.6 - Emergency responder radio coverage system.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	604.5 - Operational inspection and testing.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.1 - Electrical wiring, devices, and equipment that is modified or damaged shall not be used.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.3 - Clearance around electrical service equipment.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.3.1 - Labeling doors for electrical rooms.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.4.2 - Power supply to relocatable power taps.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.4.3 - Installation of relocatable power tap cords.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.5 - Extension cords and flexible cords shall not be a substitute for permanent wiring.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.5.1 - Power supply.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.6 - Unapproved electrical conditions.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	605.9 - Temporary wiring.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	609.3.3 - Cleaning of hoods, grease-removal devices, fans, ducts and other appurtenances.

Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	609.3.3.1 - Commercial cooking system inspection.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	609.3.3.2 - Hood - Grease accumulation.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	609.3.3.3 - Record keeping after each inspection or cleaning shall be maintained.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	609.3.3.3.1 - Tags.
Pass	Floor 1	IFC 2015 CHAPTER 6 BUILDING SERVICES AND SYSTEMS	609.4 - Appliance connection to building piping.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	901.6 - Systems maintenance.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	901.6.1 - Fire protection systems shall be maintained per NFPA standards.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	901.6.2 - Records maintenance standards.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	904.3.1 - Electrical wiring.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	904.12 - Commercial cooking systems.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	904.12.5 - Class K extinguisher(s).
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	904.12.6.2 - Extinguishing system service.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	906.1 - Extinguishers - where required.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	906.2 - Extinguishers - annual certification.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	906.5 - Extinguishers - conspicuous location.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	906.6 - Extinguishers unobstructed and unobscured.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	906.7 - Extinguishers - hangers and brackets.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	906.9.1 - Extinguishers weighing 40 pounds or less.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	907.8.1 - Maintenance required for fire alarm and detection systems compliance.
Pass	Floor 1	IFC 2015 CHAPTER 9 FIRE PROTECTION SYSTEMS	907.8.2 - Testing of fire alarm and detection systems.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1004.3 - Posting of occupant load.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1008.2 - Emergency Lights - where required.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1008.3 - Emergency Lights - maintenance.

Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1008.3.5 - Illumination level under emergency power.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1010.1 - Means of egress doors.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1010.1.9 - Egress door operations.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1010.1.9.4 - Deadbolts prohibited.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1013.3 - Exit signs illumination.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1013.6.3 - Exit signs power source.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1020.3 - Obstruction of corridors.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1031.2 - Exits and exit discharges shall be continuously maintained free from obstructions or impediments.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1031.3 - Exterior exit clear of snow and ice.
Pass	Floor 1	IFC 2015 CHAPTER 10 MEANS OF EGRESS	1031.4 - Exit signs installation and maintenance.
Pass	Floor 1	IFC 2015 CHAPTER 53 COMPRESSED GASES	5303.5.3 - Securing compressed gas containers, cylinders and tanks.
Pass	Floor 1	IFC 2015 CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS	5703.1 - Electrical.
Pass	Floor 1	IFC 2015 CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS	5704.3.4.4 - Liquids for maintenance and operation of equipment.

Thank you for your cooperation in keeping your business and our community safe! If you have any questions, please contact the fire inspector listed at the top of this report.

9/10/2024 12:58:01 PM

https://mobile-eyes.com/InspectPortal_ViewReport.asp?file=1007506OL-125801156&tr=850FDF28-3A2D-4B36-84B5-98528DDB7BD0&sum=N

INSPECTION REQUEST

TOWN OF NEW CASTLE

N/A
PERMIT NUMBER

Date of Request	Time of Request:	Job Name:
Date Inspection Requested For:	Caller:	Phone:

FOUNDATION ☐ FOOTING ☐ WALL ☐ DAMP PROOFING ☐ INSULATION ☐ SLAB(STRUCTURAL) ☐ _____ ☐ PARTIAL _____	BUILDING ☐ FRAMING ☐ MASONRY ☐ CONCRETE ☐ _____ ☐ FINAL ☐ PARTIAL <i>X Liquor License</i>	COVER ☐ INSULATION ☐ DRYWALL ☐ LATH / STUCCO ☐ ROOF ☐ FIRE RESISTIVE ASSEMBLY ☐ _____ ☐ PARTIAL _____	PLUMBING ☐ UNDERGROUND ☐ ROUGH-IN ☐ _____ ☐ FINAL ☐ PARTIAL _____	MECHANICAL ☐ UNDERGROUND ☐ ROUGH-IN ☐ HOODS ☐ FURNACE ☐ FIREPLACE/WB STOVE ☐ _____ ☐ FINAL ☐ PARTIAL _____	GAS PIPING ☐ UNDERGROUND ☐ ROUGH-IN ☐ _____ ☐ FINAL ☐ PARTIAL _____
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☐ OTHER: <i>Pig & Duck Restaurant</i> ☐ PARTIAL	JOB ADDRESS: <i>316 W Main St.</i>
---	---------------------------------------

READY FOR INSPECTION: ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY TIME: ☐ AM ☐ PM
--

COMMENTS: No issues observed
--

☒ APPROVED	☐ DISAPPROVED	☐ REINSPECT
☐ UPON THE FOLLOWING CORRECTIONS:		
<i>-checked exhaust fans, lights, doors/latches, basement storage area, Kitchen</i>		
<i>-tenants are aware grease trap will need regular servicing</i>		
<i>-Fire marshall also performed inspection</i>		
<i>-Addresses/unit signs were updated, see pics</i>		
<i>-rear gate/exit pathway from restaurant was addressed</i>		

DATE INSPECTED:	TIME INSPECTED:	Lauren Prentice
<i>9/10/24</i>	<i>9:30am</i>	INSPECTOR



COLORADO

Department of Public
Health & Environment

2024 License to Operate: Retail Food Establishment

License must be posted at the following location in a conspicuous place:

License #RFE26959

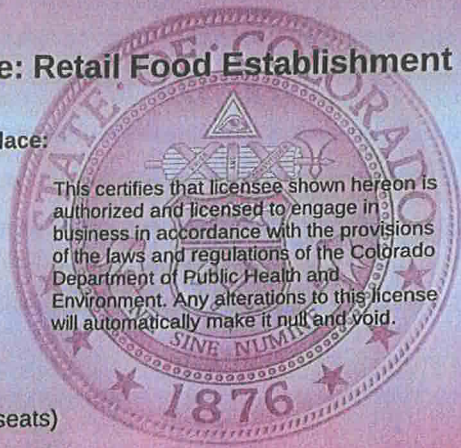
Pig & Duck
316 W Main St
New Castle CO 81647-5009

License valid until: 12/31/2024

License Type: Restaurant (0-100 seats)

Issued by: Garfield County Public Health

This certifies that licensee shown hereon is authorized and licensed to engage in business in accordance with the provisions of the laws and regulations of the Colorado Department of Public Health and Environment. Any alterations to this license will automatically make it null and void.



Pig & Duck LLC
Attn: Robert McConnell
PO Box 65
New Castle CO 81647

NOTICE OF PUBLIC HEARING New Castle Town Council

Date: November 5, 2024

Time: 7:00 PM

Place of hearing: New Castle Town Hall, 450 West
Main Street, New Castle, CO

**Brief description
of application:** Hotel & Restaurant Liquor License for
Premises located at
316 West. Main Street, New Castle, CO

Applicant: Pig & Duck, LLC
dba: Pig & Duck

Officers: Robert McConnell, Ryan Baldwin,
Earl Rodgers, Kevin Jones

All interested persons are invited to appear and state their views, protests or objections. If you cannot appear personally at such hearing, then you are urged to state your views by letter to the Town of New Castle, P.O. Box 90, New Castle, CO 81647.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Pig & Duck LLC

is a

Limited Liability Company

formed or registered on 08/16/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20241859753 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/17/2024 that have been posted, and by documents delivered to this office electronically through 10/21/2024 @ 09:13:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/21/2024 @ 09:13:15 in accordance with applicable law. This certificate is assigned Confirmation Number 16488828 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**TOWN OF NEW CASTLE
RESOLUTION NO. TC-2024-22**

A Resolution of the New Castle Town Council Approving an Application from Pig & Duck, LLC for a Hotel and Restaurant License.

WHEREAS, Pig & Duck, LLC (Applicant) has applied for a hotel and restaurant license at 316 West Main Street, New Castle, Colorado; and

WHEREAS, the Town Council of the Town of New Castle held a duly noticed public hearing on November 5, 2024 to consider the application; and

WHEREAS, the Town Council listened to testimony from staff, the Applicant, and members of the public concerning the application; and

WHEREAS, the Town Council finds:

1. Within the previous 2 years, the Town Council has not denied an application for the same class of license at this location or within 500 feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets;
2. The Applicant is entitled to possession of the premises to be licensed by ownership, lease, rental, or other arrangement;
3. The sale of alcohol beverages at the premises is permitted under the zoning regulations applicable to the premises;
4. The building in which the alcohol beverages are to be sold is not located within 500 feet of any public or parochial school or the principal campus of any college, university, or seminary;
5. The Applicant's officers, and members holding 10 percent or more interest in the Applicant, are of good moral character;
6. The reasonable requirements of the neighborhood for the type of license for which application has been made; the desires of the adult inhabitants; and the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration justify the granting of the license; and

WHEREAS, based on the application and the testimony, the Town Council desires to approve the application.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of New Castle, Colorado:

1. Recitals. The Town Council adopts the foregoing recitals as findings of fact and determinations of the Council.
2. Definition of the Application. The Application consists of the documents and information identified by the Town Clerk, plus all representations of the Applicant reflected in the minutes of the Town Council public hearing on November 5, 2024.
3. Approval. The Town Council approves the Application.

Introduced, Read and Adopted at a regular meeting of the Town Council of the Town of New Castle, Colorado, on November 5, 2024.

TOWN OF NEW CASTLE

Mayor Art Riddile

ATTEST:

Town Clerk Mindy Andis, CMC

**Town of New Castle**

450 W. Main Street
PO Box 90
New Castle, CO 81647

Administration Department**Phone:** (970) 984-2311**Fax:** (970) 984-2716www.newcastlecolorado.org

Memorandum

To: Mayor & Council

From: David Reynolds

Re: Council Workshop: Update from Colorado River Valley Economic Development Partnership

Date: 11/5/24

Purpose:

This agenda item provides an opportunity for Alicia Gresley, Director of the Colorado River Valley Economic Development Partnership (CRVEDP), to present an update to the Town Council on the partnership's recent initiatives. CRVEDP is committed to supporting existing businesses, equipping new businesses with tools and resources, and fostering a stronger, more resilient local economy. As a growing collaboration of regional partners dedicated to the economic well-being of the valley, CRVEDP aims to create better jobs closer to home and enhance the overall economic health of the community.

VISION BOARD

BETTER JOBS CLOSER TO HOME!

START HERE ↗

2024 – 2026 STRATEGIC PLAN

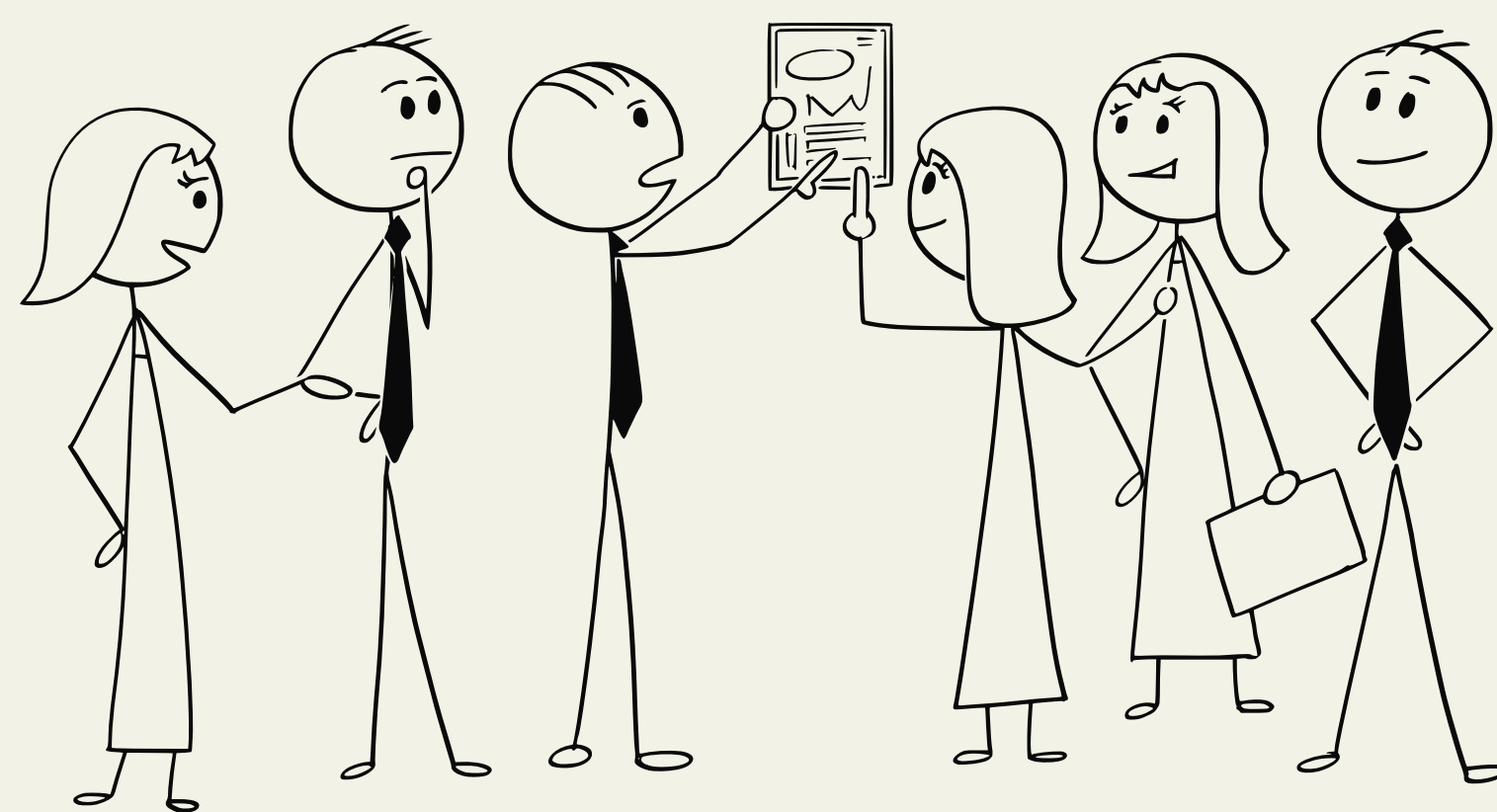
- SUPPORT GROWTH AND DEVELOPMENT OF WELL PAYING JOBS
- DATA SPECIFIC TO WESTERN GARFIELD COUNTY
- REDUCE COMMUTING TIME, GHG, STRESS, WEAR & TEAR



- PRIORITIZE NEEDS & ASPIRATIONS OF COMMUNITIES
- ENHANCE QUALITY OF LIFE FOR ALL RESIDENTS
- WORK, LIVE, PLAY IN SAME PLACE

Empowerment

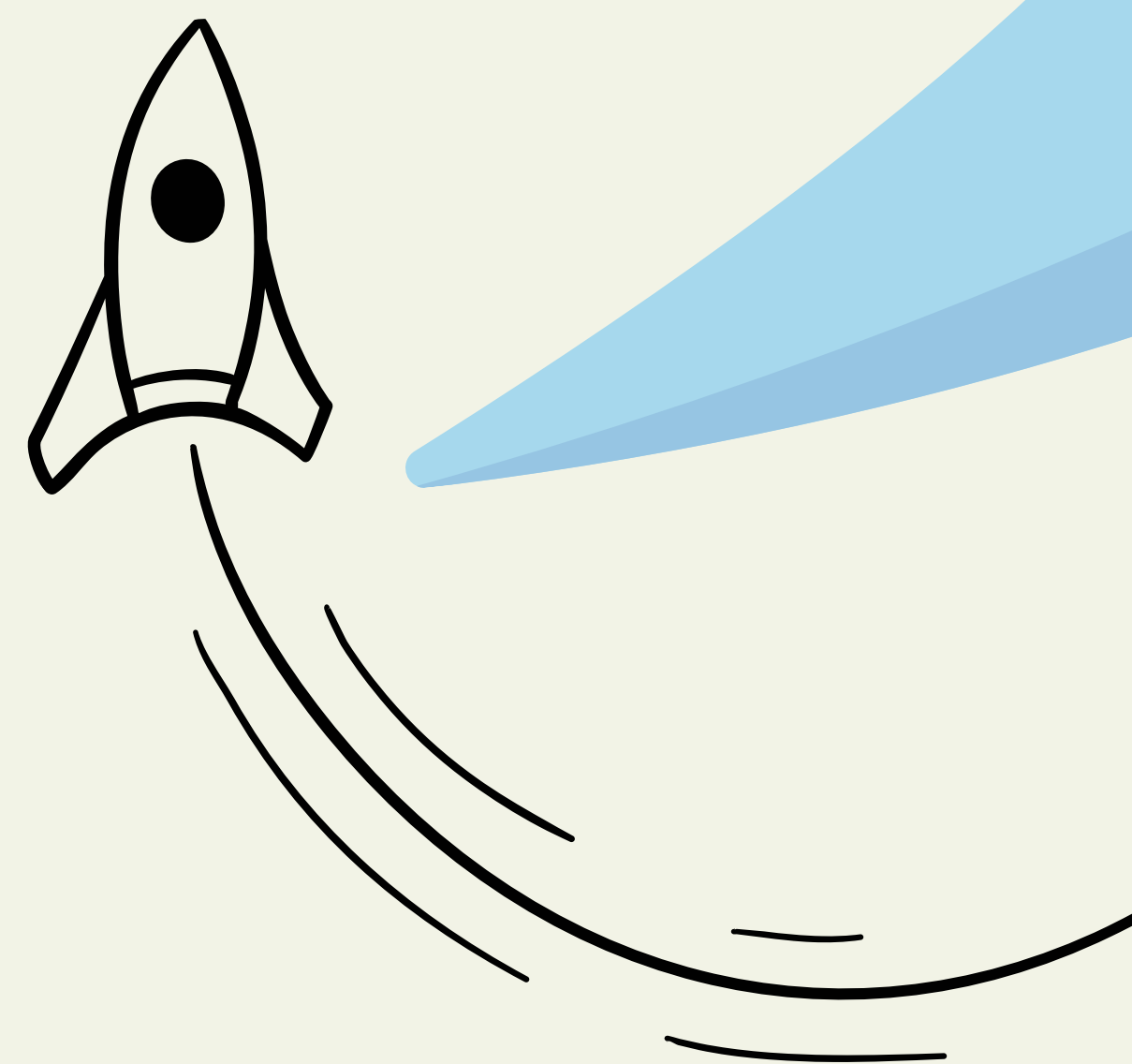
- CONNECT STAKEHOLDERS TO RESOURCES, SUPPORT & OPPORTUNITIES
- CHAMPION THE NEEDS OF THE REGION
- GET OTHERS INVOLVED



Collaboration

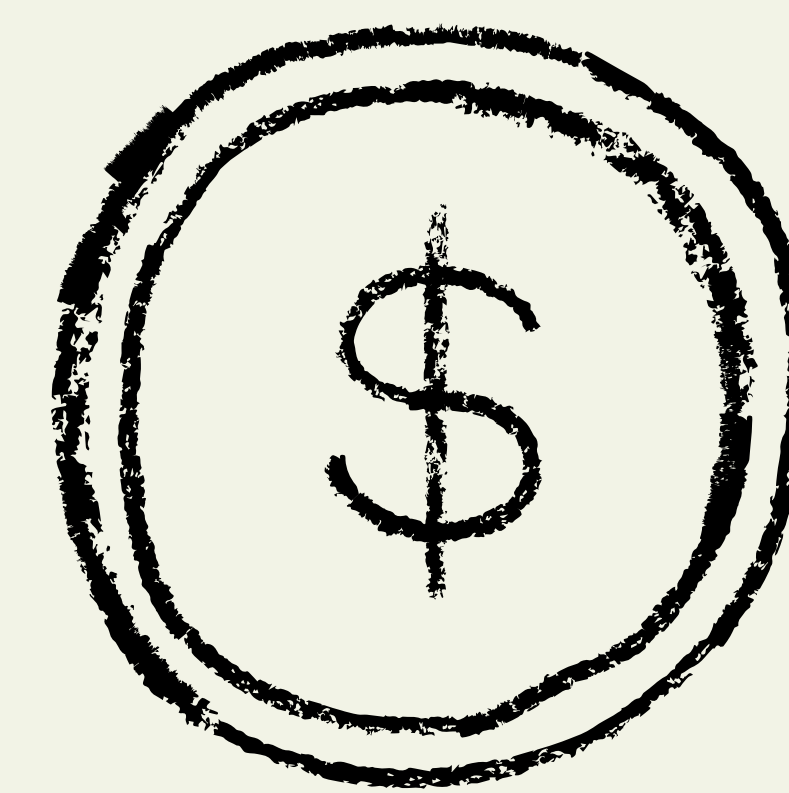
- WE BELIEVE IN THE POWER OF WORKING TOGETHER. BY FOSTERING RELATIONSHIPS AMONG LOCAL GOVERNMENTS, BUSINESSES, INSTITUTIONS OF LEARNING AND COMMUNITY ORGANIZATIONS, WE AIM TO BUILD A COHESIVE AND UNITED REGIONAL ECONOMY.
- WE VALUE THE LESSONS LEARNED FROM OUR HISTORY AS WELL AS OUR NEIGHBORS, USING THEM TO INFORM AND GUIDE OUR STRATEGIES AND DECISIONS FOR A BETTER FUTURE.

Innovation



- DIVERSIFY, DIVERSIFY, DIVERSIFY!
- BUILDING FOR FUTURE GENERATIONS
- PROACTIVE NOT REACTIVE
- CIVILITY AND CANDID ABOUT THE REAL ISSUES

- WORK WITH EXISTING & NEW INDUSTRIES

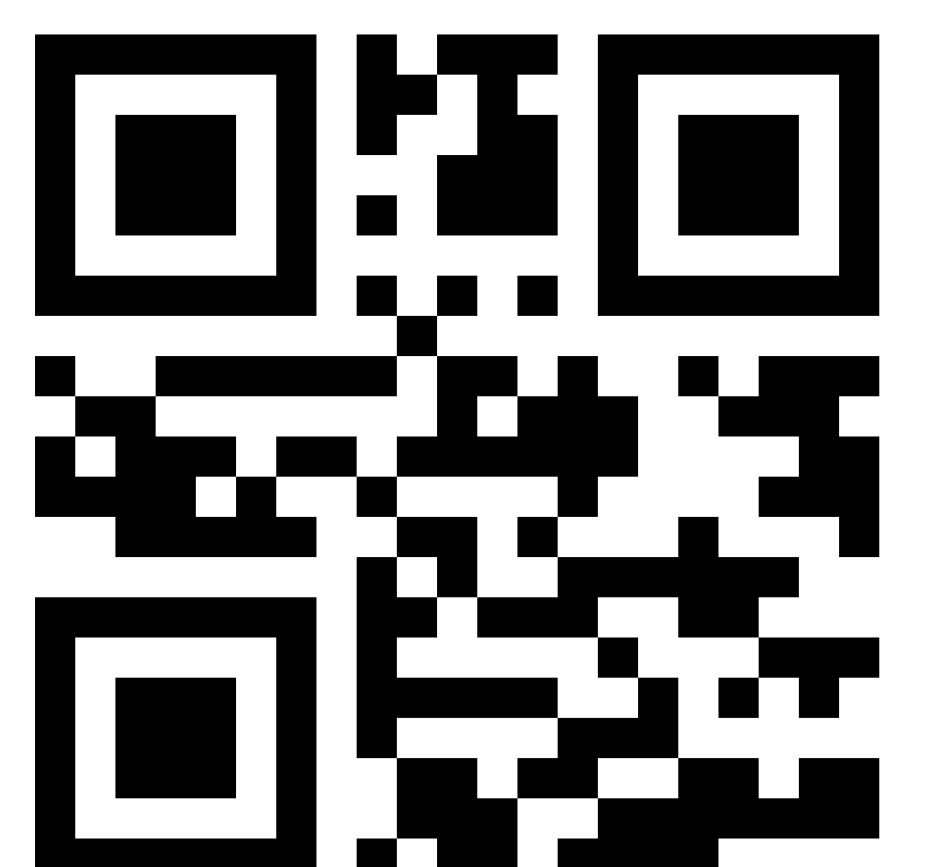


Resilience

- BUILD A SUSTAINABLE FINANCIAL MODEL
- WIN MORE GRANTS! THANKS TO CEO FOR AWARDING US THEIR EECBG GRANT!
- INVESTMENT IN OUR REGION
- MOVE AWAY FROM ECONOMIC VOLATILITY ROLLERCOASTER



LEARN MORE



CONTACT ALICIA GRESLEY DIRECTOR CRVEDP
INFO@CRVEDP.ORG
970-505-7391



CRVEDP STRATEGIC PLAN

2024 - 2026

Parachute | Battlement Mesa | Rifle | Silt | New Castle | Garfield
County

Vision, mission, values of the Colorado River Valley Economic Development Partnership
alongside developing strategic goals, initiatives, metrics and timeline through mid-2026.
This will be a working document.

I. Executive Summary

The Colorado River Valley Economic Development Partnership (CRVEDP) aims to foster a thriving, diverse, and resilient regional economy that nurtures prosperous communities and ensures sustainable growth for generations. This strategic plan outlines our vision, mission, values, and key initiatives to achieve these goals, focusing on collaboration, innovation, and leveraging regional strengths through mid-2026.

II. History

Conceived in 2022 by the municipal managers and established in 2023, the CRVEDP is a conglomerate of the Colorado River Valley region namely New Castle, Silt, Rifle and Parachute/Battlement Mesa also often referred to as Western Garfield County. With the assistance and support of the Rifle Regional Economic Development Corporation, which has been focused on economic development in the region since 2007, the goal of expanding the group is to ensure the entire region is represented, commonalities are identified and suitable strategies and initiatives are developed to allow our region to thrive. The CRVEDP has been purposely built on a public/private partnership with representatives required to be from government, business and non-profit entities to allow for diversity in opinions and experience.

III. Vision and Mission

Vision Statement: CRVEDP endeavors to be a regional collaboration that drives economic vitality and community prosperity for today and future generations.

Mission Statement: "The Colorado River Valley Economic Development Partnership (CRVEDP) serves as an economic hub supporting coordination and partnerships to advance the economic priorities of our region. We will achieve this through being a nexus of regional information and trusted resources, assisting with workforce growth and development in the region, acting as a catalyst for innovation and action and championing projects and decisions that strengthen our regional economy."

IV. Core Values

1. **Collaboration:**

- We believe in the power of working together. By fostering relationships among local governments, businesses, institutions of learning and community organizations, we aim to build a cohesive and united regional economy.
- We value the lessons learned from our history as well as our neighbors, using them to inform and guide our strategies and decisions for a better future.

2. **Innovation:**

- We encourage and support candid and civil conversations about real issues in our region in a space that allows for diversity in perspectives, creative solutions and forward-thinking strategies that drive economic growth and development.

3. **Resilience:**

- We focus on building a resilient economy that can adapt to changes and challenges, ensuring stability and self-sufficiency for our region.

4. **Integrity:**

- We uphold the highest standards of transparency, accountability, and ethical conduct in all our initiatives and interactions.

5. **Community Vitality:**

- We prioritize the needs and aspirations of our communities, ensuring that economic development efforts enhance the quality of life for all residents.

6. **Empowerment:**

- We empower our economic stakeholders by connecting them to the resources, support, and opportunities needed to find ways to succeed and grow.

V. Strategic Goals and Initiatives

Goal 1: Support the growth and development of well-paying stable employment options in the region (aka Facilitate better jobs closer to home)

- **Initiative 1.1:**
 - Develop benchmarks for labor data including job sectors, wages, labor participation rate and in and out migration specific to Western Garfield County
- **Initiative 1.2:**
 - Host focus groups with regional stakeholders to understand challenges, needs and growth opportunities
 - Conduct one on one interviews with key private sector industry partners and regional stakeholders

Metrics for Success

- Increase in private sector participation
- Collection and distribution of key labor market data points for Western Garfield County
- Identify top issues facing the region

Goal 2: Build regional brand and cultivate identity

- **Initiative 2.1:**
 - Solidify organizational structure and funding model including by-laws, 501 c status and staffing
- **Initiative 2.2:**
 - Build out foundations of crvedp.org website
- **Initiative 2.3:**
 - Represent CRVEDP at 3 -5 strategic events per year
- **Initiative 2.4:**
 - Develop a communication calendar for CRVEDP

Metrics for Success:

- Formalizing organizational structure
- Launching website
- Increase name recognition with key regional economic stakeholders
- Increased editorial and social media presence

Goal 3: Champion business friendly environment for both retention and attraction

- **Initiative 3.1:**
 - Complete Asset Map for region and make available on website
- **Initiative 3.2:**
 - Serve as the primary contact and comprehensive resource hub for businesses seeking to learn, grow, and/or invest in the region
- **Initiative 3.3:**
 - Represent the region's economic interests
 - Work with local governments to create consistency and influence economic development policies that benefit the region

Metrics for Success:

- Interactive real time asset map for region on website
- Launch website with meaningful content for current and potential stakeholders
- Track and report number of inquiries and common requests
- Establish and grow relationships with partner organizations (SBDC, Workforce Center, AGNC)

Goal 4: Educate and inform region on economic prosperity

- **Initiative 4.1:**
 - Listen to community needs and promote collaboration
 - Facilitate community events and forums to gather input and foster a sense of belonging
 - Increase and promote community involvement in economic programs and initiatives
- **Initiative 4.2:**
 - Collect and disseminate economic data and trends to inform regional economic stakeholders
 - Publish regular reports and updates on the region's economic health and development opportunities

- **Initiative 4.3:**
- Position CRVEDP as a trustworthy and reliable source of regional economic information

Metrics for Success:

- Quarterly Economic Forum (with one being a public summit specific to the region)
- Development of key data set specific to the region and distribution methods to share
- CRVEDP viewed as a trustworthy and reliable source of economic information as determined by NPS score

VI. Implementation Plan

Timeline:

- **Foundation Building (2023 - 2024)**
 - **Organizational Development:**
 - Establish organizational structure, leadership roles & committees
 - Develop initial strategic plans and secure initial funding
 - Decide on business model and funding management
 - **Partnerships and Collaboration:**
 - Build relationships with key regional stakeholders, including local governments, educational institutions, and industry leaders
 - Launch initial collaboration initiatives
- **Expansion and Growth (2025 - Mid-2026)**
 - Execution of programs and initiatives
 - Build on financial/business model and secure funding
 - Stabilize organizational structure and solidify staffing model
 - Cultivate brand and identity

- **Sustainability and Impact (Mid-2026 onwards)**
 - **Evaluation and Adjustment:**
 - Evaluate the effectiveness of programs and initiatives
 - Adjust strategies based on feedback and changing economic conditions.
 - **Long-Term Sustainability:**
 - Promote resilient practices and support stewardship projects
 - Secure ongoing funding and resources to ensure the long-term sustainability of initiatives.

VII. Conclusion

The Colorado River Valley Economic Development Partnership (CRVEDP) is committed to fostering a resilient and thriving regional economy. Through strategic initiatives, collaboration, and a focus on sustainable development, we aim to create a model for rural economic success that enhances the quality of life for all residents. By leveraging our region's strengths, acting as a conduit between all stakeholders, and serving as the economic connection for our region, we will drive economic growth and prosperity for generations to come.

This strategic plan outlines a clear path forward for CRVEDP, emphasizing the importance of collaboration, innovation, championing stakeholders and resources, and sustainable development in achieving our vision and mission through mid-2026.

**Town of New Castle**

450 W. Main Street
PO Box 90
New Castle, CO 81647

Administration Department

Phone: (970) 984-2311

Fax: (970) 984-2716

www.newcastlecolorado.org

Memorandum

To: Mayor & Council
From: David Reynolds
Re: Council Agenda Item: Future use of Plastic Bag Fees
Date: 11/5/24

Purpose:

The purpose of this agenda item is to discuss the use of Plastic Bag Fees that were remitted by local businesses to the Town beginning in January of 2023. Following guidelines spelled out in House Bill 21-1162 area businesses are required to charge customers a fee of 10 cents per bag at the point of sale and remit 60% of funds collected to the local municipality. That 60% portion of the fee revenue can be used by the municipality or county to pay for administrative and enforcement costs and any recycling, composting, or other waste diversion programs or related outreach or education activities.

New Castle's Climate and Environment Commission (CEC) has discussed possible uses of the funds collected and has prepared a proposal for the Town Council's consideration.

(see attached memo from CEC)

To: Town Council

From: Climate And Environment Commission

November 5, 2024

The Climate and Environment Commission has prepared a proposal for the use of the plastic bag fee funds which have been paid to the town. These all fall within the state's requirements for use of the funds.

Proposal for Bag Fee Fund

Rebates of \$500-800 to businesses which perform new sustainability/environmental projects (for example, replacing Styrofoam to go boxes; providing recycle containers for patrons; installing energy-efficient appliances; planting a tree)

\$8000

Grants up to \$500 to groups to perform sustainability/environmental projects (for example, renting a dumpster for cleaning a neighborhood, xeriscaping of HOA open space)

\$5000

Purchase degradable plastic doggy bags for town bag dispensers (amount added to dollars already budgeted for bags in order to upgrade to degradable).

\$2000

Purchase reusable bowls and cups for Chili Cookoff (replace disposable paper products)

\$750

Additional funds to CEC for sustainability/environmental projects TBD

\$1000

Public Education program

\$1000

\$17,750



Town of New Castle
450 W. Main Street
PO Box 90
New Castle, CO 81647

Administration Department
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

Memorandum

To: Mayor & Council
From: David Reynolds
Re: Agenda Item: Consider Resolution No. 2024 E-1
Date: 11/5/24

Purpose:

The purpose of this agenda item is to consider **Resolution NO. 2024 E-1** which sets new rates for water, sewer, and raw water usage in 2025.

Water and Sewer Service Rates: During the past five years the Enterprise Board determined that a 3% annual rate increase was sufficient to keep pace with rising costs and expenses. For 2025 Town staff is recommending a 5% rate increase to help offset steadily rising operational costs and to better position the Enterprise fund balance for upcoming capital projects.

Raw Water Rates: During the past five years raw water rates have increased at a rate of 3% per year. Town staff recently conducted a survey of the costs of operating the Raw Water Irrigation System and have determined that there is a large gap between revenues generated by the sale of raw water and the actual costs to maintain and operate the system. Staff recommends adjusting the Raw Water Irrigation Water Rates from the current rate of \$6.64 per month to a new rate of \$12.64 per month. Note: Staff anticipates making similar recommendations for the next several years.

**TOWN OF NEW CASTLE, COLORADO
WATER & SEWER ENTERPRISE
RESOLUTION NO. 2024 E-1**

**A RESOLUTION OF THE TOWN OF NEW CASTLE WATER & SEWER ENTERPRISE
TEMPORARILY INCREASING WATER AND SEWER SERVICE CHARGES.**

WHEREAS, pursuant to Chapter 13.04 of the Municipal Code of the Town of New Castle, Colorado (“Town”), the Town has established the Town of New Castle, Colorado, Water and Sewer Enterprise (“Enterprise”) as an enterprise of the Town within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, in accordance with New Castle Municipal Code Section 13.04.060, the Enterprise has the power and authority to set rates, fees, and charges for services provided by the Enterprise; and

WHEREAS, the Enterprise has established certain charges to its customers for water and sewer service that are set forth in the Town’s fee schedule; and

WHEREAS, pursuant to Municipal Code Sections 13.16.020(I), 13.16.030(F)(1), and 13.38.110, the water, sewer, and raw water service rates are to increase by 3% annually on the first day of January of each calendar year; and

WHEREAS, the Enterprise has determined that it is necessary to raise the water service charges to its customers by more than 3% for calendar year 2025 due to increased costs in providing water and sewer service and the need to increase reserves for upcoming improvements to water and sewer facilities and infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF NEW CASTLE WATER & SEWER ENTERPRISE AS FOLLOWS:

1. Recitals. The foregoing recitals are incorporated by reference as findings of the Enterprise Board.
2. One-Time Rate Increase. The Enterprise Board hereby approves a one-time 5% increase of the current potable water and sewer service rates and a one-time increase of the raw water service rates from \$6.64 to \$12.64. The increased rates shall go into effect on January 1, 2025, and shall be reflected in the Town’s schedule of fees.
3. Future Annual Rate Increase. Unless otherwise determined by the Enterprise, the annual 3% increase of potable and raw water service rates and sewer service rates provided for in Municipal Code Sections 13.16.020(I), 13.16.030(F)(1), and 13.38.110 shall resume for calendar year 2026.
4. Severability. Each section of this Resolution is an independent section and a holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.
5. Effective Date. This Resolution shall take effect upon adoption.

INTRODUCED, read, and adopted at a duly noticed public meeting of the Town of New Castle Water & Sewer Enterprise held November 5, 2024.

TOWN OF NEW CASTLE, COLORADO
WATER & SEWER ENTERPRISE

Art Riddile, Chairman of the Board

ATTEST:

Mindy Andis, Town Clerk



Town of New Castle
450 W. Main Street
PO Box 90
New Castle, CO 81647

Administration Department
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

Memorandum

To: Mayor & Council
From: David Reynolds
Re: Council Workshop: 2025 Bulk Water Fee Adjustment
Date: 11/5/24

Purpose:

To discuss and obtain direction on the fees the Town will charge for the sale of bulk water in 2025.

Background:

In 2019, the Town received an FMLD grant, which, along with primarily self-performed construction, enabled the completion and opening of a new Bulk Water Sales Facility in early 2021. Over the past three years, the facility has generated more than \$239,000 in revenue. The facility is recognized for its reliable service and high-quality potable water, serving users without access to a domestic water supply.

The current bulk water rate is \$13.80 per 1,000 gallons. While this rate positions New Castle competitively—not the lowest nor highest in the region—it reflects excellent value given the quality of both the water and service provided.

Recommendation:

After reviewing the program, Town staff recommends adjusting the bulk water rate to \$15.20 per 1,000 gallons starting in January 2025 to ensure the continued success and sustainability of the service.



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Memorandum

To: Mayor & Council
From: David Reynolds
Re: Agenda Item: Consider Termination/Release of Blanket Easement Agreements
Date: 11/5/24

Purpose:

The purpose of this agenda item is to consider the Termination and Release of a two Blanket Easement Agreements that date back to 2003.

Overview

This memo provides an explanation of the ***Termination/Release of Blanket Easement Agreements*** between the Town of New Castle and RG Lakota I, LLC, RG Lakota II, LLC, and RG Lakota III, LLC (collectively, the "Owner"). This agreement is intended to release certain easement rights previously held by the Town on Lots 36, 37, and 38 in Lakota Canyon Ranch, Filing 8, Longview, Phase 1.

Background

In 2003, the Town was assigned two easements over the golf course and development parcels in Lakota Canyon Ranch:

1. Water Easement – for the provision of a water system.
2. Utilities Easement – for utilities and drainage infrastructure.

The intent of the blanket easements was to allow the golf course owner and the Lakota developer to place utility lines and drainage through the un-platted and undeveloped lands for the benefit of the golf course and the areas being developed without having to dedicate easements for the as-constructed utilities. The blanket easements were assigned to the Town to allow it to use, repair, and maintain any public utility and drainage infrastructure that had been installed or that the Town might need to install.

Purpose of Agreement

The Termination/Release Agreement cancels these blanket easements on Longview Phase 1 Lots 36-38 only. With the recent Phase 1 Plat for Lakota Canyon Ranch Filing 8, alternative easements covering the necessary water, utilities, and drainage for these lots have been formally dedicated on the new plat. As a result, the blanket easements over Lots 36-38 are no longer required, but they will remain in effect over the Longview

future development parcels until they are further subdivided. Going forward, the blanket easements will be terminated as additional lots are platted within Longview because, as with Phase 1, the utility and drainage easements necessary to serve those lots will be created on the plats.

Impact

This termination and release will remove the encumbrances related to the 2003 Water and Utilities Easements from Lots 36-38, but only because alternative easements have already been established. This agreement solely affects these three lots and does not alter any other easement rights or obligations of the Town.

Recommendation

Staff recommends that the Town Council approve the Termination/Release Agreement as presented to clear outdated easements now covered in the current plat.

TERMINATION/RELEASE OF BLANKET EASEMENT AGREEMENTS
AS TO LOTS 36, 37 AND 38, PHASE 1, LONGVIEW, FILING 8
LAKOTA CANYON RANCH

This TERMINATION/RELEASE OF BLANKET EASEMENT AGREEMENTS is made this ____ day of _____ 2024 by and among RG Lakota I, LLC, a Colorado limited liability company, RG Lakota II, LLC, a Colorado limited liability company, and RG Lakota III, LLC, a Colorado limited liability company (collectively “Owner”) and the Town of New Castle, Colorado, a municipal corporation (“Town”).

Owner is the successor owner of the property (the “Water Property”) described on both Exhibit A and on Exhibit B in the Water Tank and Water Line Easement Agreement recorded January 8, 2003, at Reception No. 618290 of the Garfield County records (“Water Easement”). The Water Easement was assigned to the Town pursuant to Assignment of Easement recorded January 8, 2003, at Reception No. 618295 of the Garfield County records (“Water Assignment”).

Owner is the successor owner of the property (the “Utilities Property”) described on both Exhibit A and on Exhibit B in the Blanket Easement Agreement – Utilities and Drainage recorded January 8, 2003, at Reception No. 618291 of the Garfield County records (“Utilities Easement”). The Utilities Easement was assigned to the Town pursuant to Assignment of Easement recorded January 8, 2003, at Reception No. 618296 of the Garfield County records (“Utilities Assignment”).

The Water Easement and the Utilities Easement (collectively, the “Easements”) encumber certain property described as lots 36, 37 & 38 (“Lots 36-38”), according to the Final Plat, Lakota Canyon Ranch, Filing 8, Longview, Phase 1 recorded _____, 2024, at Reception No. _____ of the Garfield County records (“Phase 1 Plat”) by virtue of Lots 36-38 comprising a portion of both the Water Property and Utilities Property.

The purposes and uses for which the Easements were created relate to the provision of a water system and utilities and drainage on the Water Property and Utilities Property. Both of the Easements and the assignments of each to the Town contemplate termination of the Easements on dedication of appropriate easements either by separate grant of easement or by dedication of easements on the plat or plats related to the Water Property and Utilities Property. With respect to Lots 36-38, all such easements have been granted and shown on the Phase 1 Plat.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties state, agree and acknowledge as follows:

Termination/Release of Easements. The Water Easement and the Water Assignment and the Utilities Easement and Utilities Assignment are hereby terminated, released and shall be void and of no further force and effect with regard to Lots 36-38 only.

IN WITNESS WHEREOF, the parties have signed this Termination/Release of Blanket Easement Agreements effective the day and year first written above.

TOWN OF NEW CASTLE, COLORADO

Art Riddile, Mayor

ATTEST:

Mindy Andis, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me the ____ day of _____ 2024, by Art Riddile, Mayor, and Mindy Andis, Town Clerk.

Witness my hand and official seal.

My commission expires _____.

Notary Public

OWNER:

RG Lakota I, LLC, a Colorado limited liability company

RG Lakota II, LLC, a Colorado limited liability company

RG Lakota III, LLC, a Colorado limited liability company

By:_____

Dwayne Romero, Manager

STATE OF COLORADO)
) ss.

COUNTY OF _____)

Subscribed, sworn to and acknowledged before me the ____ day of _____ 2024 by Dwayne Romero as Manager of RG Lakota I, LLC, a Colorado limited liability company, RG Lakota II, LLC, a Colorado limited liability company, and RG Lakota III, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires _____.

—

Notary Public

Town of New Castle

Proposed 2025 Budget Changes from 10/15/2024

General Overview

1. General Fund went from \$3,606 to \$14,606
2. Utility Fund went from surplus of \$113,521 to \$114,698
3. CTF Fund went from \$186,659 to \$166,659

Notes & other considerations:

Capital/Other Items

- A. Discretionary expenditures included in the current version of the 2025 budget are:

General Fund –

Donations to Special Interest Groups & Committees

- Rides & Reggae Event 10-5040-294 \$0.00 – decrease from \$10,000
- New Castle Trails 10-5075-704 \$0.00 – decrease from \$30,000
and expense for Trails Maintenance of \$20,000 was moved from GF to CTF.

- B. Conservation Trust Fund

- Added \$20,000 donation for KSE playground – joint grant for FMLD.

- C. Grants

- Got awarded FMLD Grant for \$25,000 to offset the purchase of Kay Williams Playground in the amount of \$54,862 (10-5075-701 Capital Park Improvements).

Town of New Castle 2025 Proposed Budget



Council Meeting
November 05, 2024

2025 PROPOSED BUDGET

TABLE OF CONTENTS

	<u>PAGE NO.</u>
<u>General Fund</u> Summary	1 - 3
Administration	4 – 5
Building & Planning	6
Health & Welfare	7
Municipal Court	8
Parks Capital	9
Parks & Trails Maintenance	10 - 11
Public Safety	12 – 13
Recreation	14 – 15
Street Maintenance	16 - 17
Town Maintenance	18
<u>Utility Fund</u> Summary	19
Water Operating	20 - 21
Water Capital	22
WasteWater Operating	23 - 24
WasteWater Capital	25
Trash Service	26
<u>CONSERVATION TRUST FUND</u>	27
<u>CEMETERY FUND</u>	28

TOWN OF NEW CASTLE, COLORADO



TOWN OF NEW CASTLE, COLORADO

GENERAL FUND

Combined Statement of Revenues, Expenses and Changes in Fund Balances - Budget and Actual Budget Year Ending December 31, 2025

	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
BEGINNING FUND BALANCE	3,619,156	4,287,644	4,434,538	4,962,661
Restricted - Tabor	260,000	260,000	260,000	260,000
Committed - Burning Mtn Ave.	5,494	5,494	5,494	5,494
Committed - PS Training/Mahan Fund	2,201	2,371	2,381	2,561
Committed - Traffic Impact	399,097	422,787	436,497	459,377
Committed - Ambulance/Trees	8,250	8,250	8,250	8,250
Committed - Long Term Capital Reserve	400,000	600,000	600,000	800,000
Assigned - Shoshone Water Rights	-	-	-	100,000
Assigned - Police Vehicles (2)	-	-	-	135,000
Assigned - Roundabout	-	-	-	90,000
Assigned - Streets/Parks Equipment	-	-	-	33,500
Assigned - Streets Truck & Plow	58,000	-	-	-
Assigned - Police Body Cameras	54,500	-	-	-
Assigned - Future Capital Projects TBD	258,385	498,497	-	113,103
Unassigned	2,173,229	2,490,245	3,121,916	2,955,376
REVENUES				
Other Revenues (Administration)	3,308,474	2,975,145	3,476,495	2,773,054
Building/Planning Department	87,548	126,234	170,001	135,438
Municipal Court	12,366	10,200	11,700	12,200
Parks /Trails Capital	408,424	424,500	452,487	413,000
Park/Trails Maintenance	183,432	196,000	189,329	191,500
Public Safety Department	16,243	10,570	142,489	19,180
Recreation Department	522,372	482,550	469,864	430,500
Street Maintenance	1,312,813	1,293,120	1,247,901	1,894,228
Total Revenues	5,851,672	5,518,319	6,160,266	5,869,100
Expenditures				
Administration Department	1,136,440	839,068	1,109,183	764,721
Building/Planning Department	203,641	290,829	252,259	255,959
Health and Welfare	40,911	58,000	58,000	53,500
Municipal Court	43,851	46,560	38,204	43,625
Parks/Trails Capital	180,554	140,750	205,917	81,600
Parks/Trails Maintenance	454,775	534,062	504,562	542,450
Public Safety Department	1,351,155	1,882,019	1,636,226	1,836,390
Recreation Department	449,955	494,071	533,141	517,958
Street Maintenance	1,098,839	1,139,027	1,218,619	1,673,534
Town Maintenance	76,169	81,873	76,033	84,757
TOTAL EXPENDITURES	5,036,290	5,506,259	5,632,144	5,854,495
ENDING FUND BALANCE	4,434,538	4,299,704	4,962,661	4,977,266
	815,382	12,060	528,122	14,606

TOWN OF NEW CASTLE, COLORADO

Continued:

	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
ENDING FUND BALANCE	4,434,538	4,299,704	4,962,661	4,977,266
Assigned Amounts:				
Restricted - TABOR	260,000	260,000	260,000	260,000
Committed - Burning Mtn Ave.	5,494	5,494	5,494	5,494
Committed - PS Training/Mahan Fund	2,201	2,371	2,381	2,561
Committed - Traffic Impact	399,097	422,787	436,497	459,377
Committed - Ambulance/Trees	8,250	8,250	8,250	8,250
Committed - Long Term Capital Reserve	400,000	600,000	600,000	800,000
Assigned - Shoshone Water Rights	-	-	-	100,000
Assigned - Police Vehicles (2)	-	-	-	135,000
Assigned - Roundabout	-	-	-	90,000
Assigned - Streets/Parks Equipment	-	-	-	31,500
Assigned - Streets Truck & Plow	58,000	-	-	-
Assigned - Police Body Cameras	54,500	-	-	-
Assigned - Future Capital Projects TBD	258,385	498,497	-	113,103
Unassigned	2,988,611	2,502,305	3,650,039	2,971,981

TOWN OF NEW CASTLE, COLORADO

GENERAL FUND

Revenues and Expenses - Budget and Actual Budget Year Ending December 31, 2025

	<u>2023</u> <u>Actual</u>	<u>2024</u> <u>Budget</u>	<u>2024</u> <u>Projected</u>	<u>2025</u> <u>Budget</u>
Admin				
Revenues	3,308,474	2,975,145	3,476,495	2,773,054
Expenses	1,136,440	839,068	1,109,183	764,721
Net	2,172,034	2,136,077	2,367,312	2,008,333
Building & Planning				
Revenues	87,548	126,234	170,001	135,438
Expenses	203,641	290,829	252,259	255,959
Net	(116,093)	(164,595)	(82,258)	(120,521)
Municipal Court				
Revenues	12,366	10,200	11,700	12,200
Expenses	43,851	46,560	38,204	43,625
Net	(31,485)	(36,360)	(26,504)	(31,425)
Parks/Trails Capital				
Revenues	408,424	424,500	452,487	413,000
Expenses	180,554	140,750	205,917	81,600
Net	227,870	283,750	246,571	331,400
Parks/Trails Maintenance				
Revenues	183,432	196,000	189,329	191,500
Expenses	454,775	534,062	504,562	542,450
Net	(271,343)	(338,062)	(315,233)	(350,950)
Public Safety				
Revenues	16,243	10,570	142,489	19,180
Expenses	1,351,155	1,882,019	1,636,226	1,836,390
Net	(1,334,912)	(1,871,449)	(1,493,737)	(1,817,210)
Recreation				
Revenues	522,372	482,550	469,864	430,500
Expenses	449,955	494,071	533,141	517,958
Net	72,417	(11,521)	(63,277)	(87,458)
Street Maintenance				
Revenues	1,312,813	1,293,120	1,247,901	1,894,228
Expenses	1,098,839	1,139,027	1,218,619	1,673,534
Net	213,974	154,093	29,282	220,694
Health & Welfare				
Expenses	40,911	58,000	58,000	53,500
Net	(40,911)	(58,000)	(58,000)	(53,500)
Town Maintenance				
Expenses	76,169	81,873	76,033	84,757
Net	(76,169)	(81,873)	(76,033)	(84,757)
Total General Fund				
Revenues	5,851,672	5,518,319	6,160,266	5,869,100
Expenses	5,036,290	5,506,259	5,632,144	5,854,495
Net	815,382	12,060	528,122	14,606

**Town of New Castle
Administration Department
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>REVENUES</u>					
10-4010-001	General Property Tax	524,458	679,710	682,000	658,173
10-4010-020	Specific Ownership	34,120	32,000	34,360	35,000
10-4010-030	Interest / Penalties	571	100	450	100
10-4010-040	Sales 1 3/4 %	1,303,956	1,379,000	1,326,740	1,347,000
10-4010-080	Use Tax	26,428	55,735	75,054	64,332
10-4010-095	Lodging Tax	36,054	36,000	39,505	39,000
10-4010-120	Franchise Tax	171,951	197,000	162,841	165,000
10-4010-140	Occupation Tax	2,039	2,400	1,450	1,500
10-4010-220	Animal Permits	1,345	1,500	2,240	2,000
10-4010-260	Liquor Licenses	3,538	2,500	2,000	3,000
10-4010-280	Business Licenses	7,225	6,500	9,550	8,500
10-4010-289	Trail Grant Revenue	350,000	-	350,000	-
10-4010-390	Mineral Lease Distribution	354,603	285,000	136,454	150,000
10-4010-391	Severance Tax	110,036	85,000	50,982	65,000
10-4020-001	AD Charges for Services	170	-	-	-
10-4020-020	Ad Rent Income	-	-	3,276	-
10-4020-022	Kamm Bldg Rent Income	8,650	12,000	12,000	12,000
10-4020-040	AD Sale of Assets	-	-	298,401	-
10-4020-060	AD Miscellaneous	48,452	-	13,500	1,750
10-4020-066	Retirement Forfeiture	9,325	-	4,591	-
10-4020-300	FMLD Grant	49,164	-	-	-
10-4020-520	AD Alpine Capital Impr Acc Int	-	-	-	-
10-4020-540	AD CT Interest	70,583	60,000	70,000	65,000
10-4020-580	AD C-SAFE Interest	194,980	140,000	200,000	155,000
10-4030-540	Ad St Scape Interest	826	700	1,100	700
Total Revenues		3,308,474	2,975,145	3,476,495	2,773,054
<u>EXPENSES</u>					
10-5040-010	Council Salaries	21,660	23,220	23,220	24,000
10-5040-020	Salaries	284,658	343,052	292,876	352,251
10-5040-023	Overtime Pay	1,391	1,000	1,000	1,000
10-5040-030	Payroll Tax Exp - Social Sec	18,507	22,771	19,532	23,390
10-5040-031	Payroll Tax Exp - Medicare	4,329	5,325	4,569	5,470
10-5040-032	Payroll Tax Exp - St Unemplmnt	691	1,102	630	1,132
10-5040-041	CRA Retirement Exp	11,442	20,643	16,896	21,195
10-5040-042	Health Insurance Exp	58,735	77,324	57,724	77,420
10-5040-049	Recruitment Expense	3,058	5,000	2,500	5,000
10-5040-050	Employee Support	9,491	12,000	12,000	12,000
10-5040-051	Employee Wellness Program	882	890	890	890
10-5040-100	Office Supplies	7,375	5,000	3,000	3,500
10-5040-101	Office Op. Supply & Furniture	2,367	1,000	500	1,000
10-5040-102	Postage Expense	762	1,500	1,200	1,500
10-5040-103	Computer Hardware/Software	23,086	18,000	9,000	12,000
10-5040-104	Printing & Copies	2,078	3,000	1,000	2,000
10-5040-107	Computer Services	10,871	8,800	8,445	9,100
10-5040-110	Ordinance Codification	129	2,000	2,000	2,000
10-5040-120	Utilities	1,464	2,100	2,100	2,200
10-5040-140	Telephone Expense	5,796	6,000	5,800	6,000
10-5040-145	Internet Svc/Web Page	2,859	5,000	8,000	8,000
10-5040-146	Newsletter Expenses	6,587	8,000	3,000	5,000

10-5040-150	Mileage Expense	-	500	-	500
10-5040-160	Dues, Subscriptions	6,348	7,000	10,500	12,000
10-5040-170	Training & Meetings	5,467	8,000	4,000	8,000
10-5040-175	Meals, Lodging	10,161	8,000	3,000	7,000
10-5040-180	Publication of Notices	50	2,000	500	2,000
10-5040-200	Legal Services	88,598	80,000	57,000	60,000
10-5040-210	Technical Support	4,552	2,500	2,347	2,500
10-5040-220	Other Prof Services	7,205	8,000	7,000	2,000
10-5040-240	Audit Expense	1,700	3,000	3,000	3,000
10-5040-250	Economic Dev./Enhancement	6,221	34,500	37,500	15,000
10-5040-254	Chamber of Commerce	7,000	7,000	10,500	7,000
10-5040-255	DownTown Group Exp	-	3,000	3,000	-
10-5040-256	AGNC Expense	-	500	500	500
10-5040-257	Branding-Marketing Exp.	-	2,000	2,000	1,000
10-5040-260	Insurance Expense	10,355	12,441	12,842	13,374
10-5040-279	Council Expenses	4,989	6,000	6,000	6,000
10-5040-280	Miscellaneous Expense	2,362	3,500	4,500	3,500
10-5040-281	Good Neighbor Policy	1,123	5,000	0	5,000
10-5040-284	LoVa Meet in Middle Grant	365,000	0	350,000	-
10-5040-287	Trail Development	-	-	-	-
10-5040-288	LoVa Trail West (constr grant)	-	-	-	-
10-5040-290	Special Events	1,419	1,200	1,000	1,200
10-5040-292	FMLD - Town Hall Improvements	61,639	0	64,000	-
10-5040-294	Rides & Reggae	20,000	20,000	20,000	-
10-5040-320	Veh Exp-08 Toyota	798	500	500	500
10-5040-321	Veh Exp - Traverse	911	500	1,000	1,000
10-5040-340	Gas & Oil	3,048	3,100	2,767	3,000
10-5040-360	County Treasurer Fees	10,543	11,000	17,000	13,000
10-5040-362	Bank Charges	-	-	-	-
10-5040-420	Capital Outlay	4,106	-	-	-
10-5040-460	Planning & Zoning	33	100	100	100
10-5040-480	Engineering & Survey	11,045	10,000	10,000	7,000
10-5040-520	Election Expense	-	15,000	245	10,000
10-5040-609	Historic Property Designation	-	8,000	-	2,000
10-5040-610	HPC Expenses	23,041	2,000	500	1,500
10-5040-620	Climate & Environ Commission	508	2,000	2,000	1,000
Total Expenses		1,136,440	839,068	1,109,183	764,721

**Town of New Castle
Building & Planning
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Revenues</u>					
10-4010-170	Land Use Application Fees	1,950	1,100	3,475	3,000
10-4010-180	Building Permits	55,857	85,134	126,526	92,438
10-4010-190	Developers Reimbursement	29,601	40,000	40,000	40,000
10-4010-240	Contractor Licenses	25	-	-	-
10-4010-245	Misc. Building Dept Revenue	-	-	-	-
10-4010-300	Sign Permits	115	-	-	-
Total Revenue		87,548	126,234	170,001	135,438
<u>Expenses</u>					
10-5030-020	Salaries	114,834	134,583	114,331	138,000
10-5030-023	Overtime Pay	365	100	100	100
10-5030-030	Payroll Tax Exp - Social Sec	7,074	8,344	6,781	8,556
10-5030-031	Payroll Tax Exp - Medicare	1,654	1,951	1,586	2,001
10-5030-032	Payroll Tax Exp - St Unemplmnt	240	404	218	414
10-5030-041	CRA Retirement Exp	4,608	8,075	6,422	8,280
10-5030-042	Health Insurance Exp	17,935	22,056	17,095	23,798
10-5030-051	Employee Wellness Program	250	330	330	330
10-5030-100	Office Supplies	1,312	1,500	1,000	1,500
10-5030-101	Office Op. Supply & Furniture	-	-	-	-
10-5030-102	Postage Expense	508	400	300	300
10-5030-103	Computer Hardware/Software	24	2,500	217	500
10-5030-104	Printing & Copies	1,143	1,000	1,000	1,000
10-5030-107	Computer Services	7,834	7,400	7,587	7,600
10-5030-140	Telephone Expense	1,033	1,300	1,100	1,300
10-5030-160	Dues, Subscriptions	380	500	184	500
10-5030-161	Bldg Code Library	807	1,200	1,500	500
10-5030-170	Training & Prof Dues	230	2,000	500	2,000
10-5030-175	Meals, Lodging	-	2,000	115	500
10-5030-180	Publication of Notices	4	-	-	-
10-5030-190	Developers Costs	28,023	40,000	40,000	40,000
10-5030-200	Legal Services	4,487	5,000	2,000	3,000
10-5030-210	Technical Support	2,319	2,500	2,347	2,500
10-5030-220	Building Plan Review/Insp/Cons	1,972	1,500	2,000	3,000
10-5030-230	Engineering Consultation	243	2,500	500	1,500
10-5030-235	Planning Consultation	-	500	-	-
10-5030-240	Audit Expense	595	1,050	1,050	1,050
10-5030-260	Insurance Expense	5,252	6,636	6,881	7,230
10-5030-320	Vehicle Expense	515	500	300	500
10-5030-421	Vehicle Lease/Purchase	-	35,000	36,815	-
Total Expenses		203,641	290,829	252,259	255,959

**Town of New Castle
Health & Welfare
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Expenses</u>					
10-5080-500	Outgoing Grants	16,000	18,000	18,000	15,000
10-5080-502	H & W-CMC Seniors Program	5,911	8,000	8,000	6,500
10-5080-504	H & W-River Center	15,000	18,000	18,000	18,000
10-5080-506	H & W-Garfield Cty Detox Ctr	0	10,000	10,000	10,000
10-5080-516	H & W-Youth Zone	4,000	4,000	4,000	4,000
Total Expenses		40,911	58,000	58,000	53,500

**Town of New Castle
Municipal Court
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Revenues</u>					
10-4010-400	Misc. Court Revenue	-	1,000	-	1,000
10-4010-420	Traffic Fines	6,104	4,500	6,000	5,000
10-4010-421	Parking Tickets	652	500	300	500
10-4010-440	Other Fines	2,985	2,000	3,000	3,000
10-4010-460	Court Costs	1,213	1,100	1,000	1,200
10-4010-480	PS Citation Serv Charges	1,412	1,100	1,400	1,500
Total Revenues		12,366	10,200	11,700	12,200
<u>Expenses</u>					
10-5055-020	Salaries	29,060	28,203	21,549	25,698
10-5055-023	Overtime	374	-	90	-
10-5055-030	Payroll Tax Exp - Social Sec	1,074	856	779	849
10-5055-031	Payroll Tax Exp - Medicare	251	200	182	199
10-5055-032	Payroll Tax Exp - St Unemplmnt	35	41	25	41
10-5055-041	CRA Retirement Exp	697	828	602	822
10-5055-042	Health Insurance Exp	2,714	2,965	1,845	2,375
10-5055-051	Employee Wellness Program	14	45	45	45
10-5055-100	Office Supplies	118	200	150	200
10-5055-102	Postage Exp.	213	200	100	200
10-5055-105	Office - Misc.	1,098	1,200	1,200	1,250
10-5055-160	Judge Exp (Dues, Taxes)	52	100	-	100
10-5055-220	Attorney Fees - Court	6,895	10,000	10,000	10,000
10-5055-260	Insurance Expense	1,256	1,522	1,537	1,647
10-5055-340	Municipal Court Expense	-	200	100	200
Total Expenses		43,851	46,560	38,204	43,625

**Town of New Castle
Parks Capital
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Revenues</u>					
10-4040-030	Sales Tax 1/2% (new 2001)	362,424	386,000	371,487	377,000
10-4040-090	Recreational Dev Fee	15,000	36,000	51,000	36,000
10-4040-111	FMLD Grant	-	-	25,000	
10-4040-112	DOLA Grant	5,000	-	-	-
10-4040-114	AGNC Grant	-	-	5,000	-
10-4040-394	Sale of Parks Assets	26,000	2,500	-	-
Total Revenues		408,424	424,500	452,487	413,000
<u>Expenses</u>					
10-5075-421	Veh/Equip - Lease/Purchase	55,181	19,150	19,150	-
10-5075-480	Engineering & Survey	14,169	25,000	25,000	20,000
10-5075-600	Parks Interest Expense	11,941	12,200	12,200	7,600
10-5075-650	VIX Loan Principal	49,614	49,400	49,400	54,000
10-5075-700	Capital - Park Development	7,958	-	-	-
10-5075-701	Capital Park Improvements	11,691	-	70,167	-
10-5075-704	Capital - NC Trails	30,000	35,000	30,000	-
Total Expenses		180,554	140,750	205,917	81,600

**Town of New Castle
Parks Maintenance
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Revenues</u>					
10-4040-020	Sales Tax 1/4 %	181,212	193,000	185,744	188,000
10-4040-040	Park Use Revenue	2,220	3,000	3,585	3,500
10-4040-120	Miscellaneous	-	-	-	-
Total Revenues		183,432	196,000	189,329	191,500
<u>Expenses</u>					
10-5075-020	Salaries	229,947	264,530	249,194	271,029
10-5075-022	Call Out Pay	2,716	2,500	2,500	3,000
10-5075-023	Overtime Pay	3,188	2,500	5,755	2,500
10-5075-025	Salary-Summer Temps	20,995	32,000	28,747	36,480
10-5075-030	Payroll Tax Exp - Social Sec	15,455	18,695	17,421	19,407
10-5075-031	Payroll Tax Exp - Medicare	3,615	4,372	4,074	4,539
10-5075-032	Payroll Tax Exp - St Unemplmnt	518	905	562	939
10-5075-041	CRA Retirement Exp	9,421	18,092	13,680	18,781
10-5075-042	Health Insurance Exp	55,684	61,830	58,206	69,791
10-5075-050	Employee Support	1,146	758	758	800
10-5075-051	Employee Wellness Program	688	760	760	760
10-5075-100	Office Supplies	317	500	250	500
10-5075-101	Office Op. Supply & Furniture	-	500	250	500
10-5075-103	Computer Hardware/Software	193	800	2,479	800
10-5075-107	Computer Services	7,874	7,400	7,091	7,600
10-5075-120	Utilities	3,325	4,200	4,400	4,400
10-5075-140	Telephone Expense	2,945	3,000	3,640	3,000
10-5075-160	Dues, Subscriptions	260	400	400	400
10-5075-170	Training	100	1,100	1,100	1,100
10-5075-175	Meals, Lodging	546	1,000	1,500	1,400
10-5075-176	Work Crew Meal Exp	52	200	200	-
10-5075-180	Publication of Notices	1,452	1,000	500	1,000
10-5075-210	Technical Support	1,699	1,800	1,684	1,800
10-5075-220	Other Prof Services/Inspection	-	-	-	-
10-5075-230	Other Prof. Svcs. - CIP	-	-	-	-
10-5075-240	Audit Expense	595	1,050	1,050	1,050
10-5075-260	Insurance Expense	11,131	12,420	12,210	13,126
10-5075-280	Miscellaneous Expense	-	200	-	200
10-5075-300	Tools	5,017	2,300	2,300	300
10-5075-320	Vehicle Expense	1,860	1,200	600	1,200
10-5075-321	Veh Exp-23 Silverado (P-65)	-	300	-	-
10-5075-328	Veh Exp-09 Chevy 3500 (P5)	78	-	-	-
10-5075-330	Veh Exp-24 Chevy 2500 (P	-	-	-	250
10-5075-340	Gas & Oil	16,139	16,800	17,301	18,500
10-5075-380	Equipment Maintenance	5,843	6,500	5,000	6,000
10-5075-383	Eq. Maint. Jacobsen Mower	160	500	250	500
10-5075-388	Irrigation Winterization	-	-	-	-
10-5075-389	Irrigation M & O	11,589	13,000	12,000	13,000
10-5075-390	M & O	16,355	17,500	17,500	4,000
10-5075-391	Equipment Rental	705	2,750	2,500	2,750
10-5075-392	Fertilizer	2,102	4,800	4,800	4,800

10-5075-393	Weed management	765	2,000	1,000	1,500
10-5075-394	Mosquito Control	6,750	7,100	7,100	7,450
10-5075-397	Gardens Expense	2,500	3,500	3,000	3,000
10-5075-399	Trail Signs	-	2,000	2,000	-
10-5075-403	Holiday Lights Expense	2,903	2,000	1,500	2,000
10-5075-481	Safety	843	800	800	800
10-5075-499	PWF Maintenance	2,259	3,000	3,000	3,000
10-5075-500	Tree Maintenance - Parks	5,045	5,500	5,500	8,500
Total Expenses		454,775	534,062	504,562	542,450

Town of New Castle
Public Safety
2025 Proposed Budget

Account Number	Account Title	2023 Actual	2024 Budget	2024 Proj Budget	2025 Budget
Revenues					
10-4010-500	PS Charges for Services	1,322	2,000	1,000	1,200
10-4010-510	PS-VIN Inspect.	1,350	1,400	1,800	1,800
10-4010-520	PS Dog Impound Fees	150	-	-	-
10-4010-560	PS Donation to Bike Rodeo	2,000	1,500	750	1,200
10-4010-565	PS Training Reimbursement/Grants	8,196	5,500	137,275	11,800
10-4010-580	PS Vehicle Sale	2,500	-	-	2,500
10-4010-585	Veh. Impound Fees	-	-	-	-
10-4010-636	Mahan Scholarship Fund	225	170	180	180
10-4010-640	PS Bail Bonds	-	-	500	-
10-4010-645	Jail Restitution	-	-	484	-
10-4010-661	PS - Donations	500	-	500	500
Total Revenues		16,243	10,570	142,489	19,180
Expenses					
10-5050-020	Salaries	778,974	1,098,399	973,387	1,131,069
10-5050-022	Call Out Pay	4,634	500	28,513	10,000
10-5050-023	Overtime Pay	31,081	15,000	8,322	10,000
10-5050-030	Payroll Tax Exp - Social Sec	49,161	69,062	61,943	71,366
10-5050-031	Payroll Tax Exp - Medicare	11,497	16,152	14,486	16,691
10-5050-032	Payroll Tax Exp - St Unemplmnt	1,598	3,342	1,998	3,453
10-5050-041	CRA Retirement Exp	32,588	66,834	49,370	69,064
10-5050-042	Health Insurance Exp	168,064	270,973	185,135	269,642
10-5050-049	Recruitment Expense	7,278	21,000	8,000	7,200
10-5050-050	Employee Assistance Program	-	-	-	-
10-5050-051	Employee Wellness Program	1,780	2,990	2,990	2,985
10-5050-100	Office Supplies	2,080	2,200	2,400	2,200
10-5050-101	Office Op. Supply & Furniture	881	2,000	1,000	1,200
10-5050-102	Postage Expense	699	1,000	700	800
10-5050-103	Computer Hardware/Software	-	75,000	75,000	6,000
10-5050-104	Printing & Copies	2,237	3,500	3,500	3,500
10-5050-120	Utilities	1,304	1,800	1,200	1,890
10-5050-140	Telephone Expense	8,540	8,900	8,500	8,900
10-5050-145	Internet Svc/Web Page	1,091	1,400	1,200	1,200
10-5050-160	Dues & Subscriptions	20,796	32,000	32,000	34,600
10-5050-175	Meals, Lodging	5,606	8,500	6,000	7,000
10-5050-180	Publication of Notices	-	-	-	-
10-5050-190	Refund	-	-	-	-
10-5050-200	Legal & Professional Svcs.	4,854	4,000	2,300	2,800
10-5050-240	Audit Expense	850	1,500	1,500	1,500
10-5050-260	Insurance Expense	32,661	40,667	43,806	44,230
10-5050-280	Miscellaneous Expense	2,627	3,000	6,000	6,000
10-5050-290	Special Events Exp.	4,974	2,800	2,800	3,200
10-5050-300	Uniform Allowance	6,257	6,000	6,000	4,500
10-5050-301	Officer's Equipment	15,124	14,800	14,800	12,000
10-5050-316	Veh Exp-534-2016 Tahoe	3,003	2,000	2,000	2,500
10-5050-317	Veh Exp-533-2016 Tahoe	444	2,000	2,000	-
10-5050-320	Veh Exp-255-2010 Charger	174	-	-	-
10-5050-324	Veh Exp-407-2010 Explorer	398	1,000	1,800	1,000
10-5050-325	Veh Exp-671-2018 Tahoe	171	2,000	2,000	2,500

10-5050-327	Veh Exp-2009 Tahoe	-	1,000	1,000	1,000
10-5050-328	Veh Exp-807-2021 Tahoe	1,432	2,000	2,000	2,500
10-5050-329	Veh Exp-808-2021 Tahoe	2,251	2,000	2,000	2,500
10-5050-330	Veh Exp-672-2018 Tahoe	1,717	2,000	2,000	2,500
10-5050-331	Veh Exp-784-2023 Tahoe	2,978	2,000	2,000	2,500
10-5050-332	Veh Exp-783-2023 Tahoe	1,178	2,000	2,000	2,500
10-5050-335	Veh Exp-809-2021 Tahoe	1,580	2,000	2,000	2,500
10-5050-338	Veh Exp-820-2017 Tahoe	200	2,000	2,000	2,500
10-5050-339	Veh Exp-821-2017 Tahoe	134	2,000	2,000	2,500
10-5050-340	Gas & Oil	27,893	32,000	28,479	30,000
10-5050-360	Abandon Vehicle	60	1,000	500	500
10-5050-380	Equipment Maintenance	381	2,400	600	500
10-5050-384	Tires - New	-	3,200	3,200	6,000
10-5050-420	Training & Certification	2,035	5,000	5,000	7,000
10-5050-421	Vehicle Lease/Purchase	25,072	-	-	-
10-5050-500	Bike Rodeo	195	1,300	1,561	1,600
10-5050-540	Community Policing	473	1,400	1,400	1,600
10-5050-580	Capital Equipment	51,855	5,000	5,000	4,000
10-5050-600	Animal Control	150	-	-	-
10-5050-601	Kennel Expenses	10,950	10,000	1,745	500
10-5050-603	Cleaning & Supplies	2,385	2,600	2,600	2,800
10-5050-620	Emergency Preparedness	-	800	-	-
10-5050-642	Computer Services	8,780	8,000	8,174	8,800
10-5050-643	Training Library	381	500	500	-
10-5050-644	Hiring Expense	1,085	2,000	1,200	1,200
10-5050-645	Ammunition Expense	5,344	5,000	5,000	7,500
10-5050-646	Laboratory Fees	-	1,000	17	-
10-5050-647	Printing Expense	-	-	-	-
10-5050-651	Evidence Equip. & Supplies	1,214	2,000	2,000	2,000
10-5050-652	Evid. Collection/Analysis	6	1,500	1,600	2,400
Total Expenses		1,351,155	1,882,019	1,636,226	1,836,390

**Town of New Castle
Recreation
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Revenues</u>					
10-4010-101	Tobacco Tax	360,072	342,000	327,258	295,000
10-4010-700	Baseball	5,313	6,000	5,025	5,500
10-4010-720	Youth Basketball	8,771	5,500	8,600	6,000
10-4010-730	Competitive Basketbal	14,700	10,800	9,480	4,000
10-4010-740	Softball	1,955	2,200	1,365	1,500
10-4010-780	Flag Football	840	1,200	1,200	1,200
10-4010-790	Adult Fitness	5,949	5,000	5,000	5,000
10-4010-795	Pickleball	1,236	650	3,500	3,500
10-4010-820	Adult Basketball	4,400	5,000	4,380	4,500
10-4010-841	Micro Soccer	10,967	8,000	8,500	8,500
10-4010-843	Adult Soccer	-	-	500	500
10-4010-850	Adult Volleyball	2,500	2,000	6,000	6,000
10-4010-851	Youth Volleyball	5,115	5,000	1,750	2,000
10-4010-859	Arts & Enrichment	26,186	20,000	20,700	20,500
10-4010-860	REC Miscellaneous Program	100	-	500	-
10-4010-870	After-School Programs	1,015	1,100	1,100	1,100
10-4010-880	Sponsorships	-	1,000	-	-
10-4010-885	Special Events Donations	-	-	250	-
10-4010-901	FMLD Grants	-	-	-	-
10-4010-910	Community Center Rentals	18,364	20,000	20,000	20,000
10-4010-970	Special Events	8,301	4,500	4,500	4,500
10-4010-972	Dirty Hog Dash	9,028	15,000	8,000	9,000
10-4010-974	Burning Mountain Festival	16,435	14,000	14,000	14,000
10-4010-976	Community Market	9,360	7,500	7,500	7,500
10-4010-993	5k Races/Walk	3,320	2,100	3,756	3,700
10-4010-994	Youth Fitness	8,445	4,000	7,000	7,000
Total Revenues		522,372	482,550	469,864	430,500

Expenses

10-5070-020	Salaries	205,725	216,351	263,206	223,427
10-5070-023	Overtime Pay	39	1,000	1,500	1,000
10-5070-025	Salary - Temps	17,392	22,000	15,000	12,000
10-5070-030	Payroll Tax Exp - Social Sec	12,822	14,840	15,883	14,658
10-5070-031	Payroll Tax Exp - Medicare	2,999	3,471	3,715	3,428
10-5070-032	Payroll Tax Exp - St Unemplmnt	449	718	512	709
10-5070-041	CRA Retirement Exp	8,235	14,361	11,288	14,186
10-5070-042	Health Insurance Exp	64,111	63,443	69,149	70,236
10-5070-050	Employee Support	465	-	300	600
10-5070-051	Employee Wellness Program	690	735	735	735
10-5070-100	Office Supplies	3,167	3,000	3,000	3,000
10-5070-101	Office Op. Supply & Furniture	919	500	400	500
10-5070-102	Postage Expense	535	500	500	500
10-5070-103	Computer Hardware/Software	1,265	6,000	5,000	1,200
10-5070-104	Printing & Copies	1,141	1,000	2,000	2,000
10-5070-106	Credit Card Fees	3,389	4,000	4,000	4,000

10-5070-107	Computer Services	8,784	8,400	8,047	8,700
10-5070-120	Promotion & Advertising	129	-	-	500
10-5070-140	Telephone Expense	2,381	2,600	2,300	2,600
10-5070-145	Internet Svc/Web Page	4,021	2,200	3,200	3,500
10-5070-160	Dues, Subscriptions	210	500	500	500
10-5070-170	Training, Meetings	292	1,200	800	1,200
10-5070-175	Meals, Lodging	-	500	300	500
10-5070-180	Publication of Notices	-	100	100	100
10-5070-210	Technical Support	1,699	1,800	1,684	1,800
10-5070-240	Audit Expense	595	1,050	1,050	1,050
10-5070-260	Insurance Expense	7,621	9,402	9,179	10,004
10-5070-280	Miscellaneous Expense	-	-	-	300
10-5070-290	Veh Exp-09 GMC(R8)	145	300	300	300
10-5070-295	Gas & Oil	260	250	554	600
10-5070-320	Youth Basketball	4,329	4,500	6,200	4,000
10-5070-340	Adult Basketball	85	1,000	200	500
10-5070-375	Competitive Basketball	475	1,500	1,000	1,000
10-5070-380	Baseball	2,512	3,500	3,500	4,000
10-5070-400	Softball	1,668	2,500	2,000	25,000
10-5070-421	Flag Football	1,397	1,000	1,150	1,150
10-5070-450	Adult Fitness	5,307	5,000	5,000	5,000
10-5070-460	Soccer	-	-	-	-
10-5070-462	Micro Soccer	5,052	4,000	4,839	4,000
10-5070-464	Adult Soccer	73	-	-	-
10-5070-470	Adult Volleyball	357	1,500	2,800	2,800
10-5070-471	Youth Volleyball	2,876	2,500	600	1,200
10-5070-475	Arts & Enrichment	9,327	12,000	9,000	10,000
10-5070-500	Misc Programs	-	-	400	500
10-5070-505	After School Program	2,685	1,600	1,600	1,600
10-5070-530	C.C. - Repairs/Maint.	1,200	1,500	1,200	6,000
10-5070-531	C.C. - Janitorial	6,184	8,000	7,000	7,000
10-5070-535	C.C. - Supplies	1,125	3,000	2,000	3,050
10-5070-540	C.C. - Utilities	8,161	11,500	10,000	12,075
10-5070-610	Special Events	2,847	6,500	6,500	6,500
10-5070-640	Field Maintenance	839	1,200	1,200	1,200
10-5070-642	Facilities Maintenance	-	-	-	-
10-5070-700	Capital Expenditures	-	-	-	-
10-5070-900	Town Special Events	-	-	-	-
10-5070-972	Dirty Hog Dash	8,979	10,000	6,500	6,500
10-5070-974	Burning Mountain Festival	19,264	18,500	18,500	18,500
10-5070-976	Community Market	5,803	5,500	5,500	5,500
10-5070-992	5K Races/Walk	2,474	3,000	1,700	2,500
10-5070-993	Seniors Programs	-	-	-	-
10-5070-995	Youth Fitness	6,662	4,000	10,000	4,000
10-5070-996	Pickleball	794	550	550	550
Total Expenses		449,955	494,071	533,141	517,958

**Town of New Castle
Street Maintenance
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
Revenues					
10-4010-060	Sales Street 1%	750,736	800,000	769,509	780,000
10-4010-070	County Sales Tax 3/4%	234,899	255,000	242,696	255,000
10-4010-320	M/V Special Assessment	18,693	17,000	19,347	19,000
10-4010-360	Highway Use Tax	146,132	146,315	151,448	147,348
10-4010-370	Traffic Impact Fee	6,346	25,805	37,400	22,880
10-4010-371	Permits-St Maint.	3,125	-	-	-
10-4010-394	Sale of Assets	-	46,000	19,500	20,000
10-4010-395	Misc. Street Revenue	2,882	3,000	8,000	-
10-4010-396	Misc. Public Works Grants	-	-	-	250,000
10-4010-397	FMLD Grant	150,000	-	-	400,000
Total Revenues		1,312,813	1,293,120	1,247,901	1,894,228
Expenses					
10-5090-020	Salaries	252,172	327,411	305,839	331,772
10-5090-022	Call Out Pay	5,114	3,500	5,800	5,800
10-5090-023	Overtime Pay	2,688	4,000	4,300	3,000
10-5090-025	Salary - Temps	20,779	32,000	29,457	36,480
10-5090-030	Payroll Tax Exp - Social Sec	17,066	22,748	21,088	23,377
10-5090-031	Payroll Tax Exp - Medicare	3,991	5,320	4,932	5,467
10-5090-032	Payroll Tax Exp - St Unemplmnt	563	1,101	680	1,131
10-5090-041	CRA Retirement Exp	10,386	22,015	17,325	22,623
10-5090-042	Health Insurance Exp	52,547	66,800	60,015	72,354
10-5090-050	Employee Support	1,077	1,500	1,500	1,500
10-5090-051	Employee Wellness Program	750	877	877	877
10-5090-100	Office Supplies	68	300	150	300
10-5090-101	Office Op. Supply & Furniture	-	600	300	600
10-5090-102	Postage Expense	553	425	425	425
10-5090-103	Computer Hardware/Software	193	1,000	2,700	1,000
10-5090-107	Computer Services	9,315	9,000	8,605	9,300
10-5090-120	Utilities	4,455	11,500	11,500	12,075
10-5090-140	Telephone Expense	2,484	2,500	2,600	2,500
10-5090-160	Dues, Subscriptions	573	600	500	500
10-5090-170	Training	363	1,500	750	1,500
10-5090-175	Meals, Lodging	1,263	1,200	500	1,200
10-5090-180	Publication of Notices	-	1,200	-	800
10-5090-200	Legal Services	100	600	300	300
10-5090-210	Technical Support	2,294	2,400	2,336	2,500
10-5090-220	Other Prof Services	-	500	1,300	500
10-5090-240	Audit Expense	595	1,050	1,050	1,050
10-5090-260	Insurance Expense	12,488	14,680	14,908	15,527
10-5090-300	Machinery, Equipment, Tools	2,802	7,500	25,000	-
10-5090-320	Vehicle Expense	1,072	600	500	500
10-5090-322	Veh Exp-2009 Hook Truck	1,019	3,000	12,000	3,000
10-5090-331	Veh Exp-17 Chevy (M-7)	-	300	1,700	300
10-5090-332	Veh Exp-2017 Chevy (A-2)	301	800	717	-
10-5090-333	Veh Exp-2020 Chevy 2500 (M-13)	-	800	300	300
10-5090-334	Veh Exp-2023 Chevy 2500 (M-88)	-	300	300	800
10-5090-335	Veh Exp-2024 Chevy (A-5)	-	-	-	300
10-5090-340	Gas & Oil	13,934	19,700	11,809	12,500

10-5090-360	Co. Treas. Fees-Prop. Tax	5,135	4,500	4,500	4,500
10-5090-376	Eq. Maint-Cat MiniEx	619	500	1,700	500
10-5090-377	Eq. Maint - Snow Plows	4,241	3,500	3,500	3,500
10-5090-378	Eq. Maint. - JD MiniEx	-	-	-	-
10-5090-379	Eq. Maint. Bobcat Skidsteer	676	3,600	3,600	1,000
10-5090-380	Equipment Maintenance	588	2,000	1,500	1,500
10-5090-381	Eq. Maint. Cat Backhoe	1,470	1,000	400	2,000
10-5090-382	Eq. Maint. Street Sweeper	439	1,500	800	1,000
10-5090-383	Eq. Maint. J.D. Tractor	-	200	200	200
10-5090-384	Tires - New	1,369	1,200	800	1,000
10-5090-390	Maintenance/Operations	9,368	9,800	9,800	9,800
10-5090-391	Equipment Rental	-	1,500	500	1,000
10-5090-392	Road Base/Cinders/Patching Mtl	11,097	10,500	10,500	11,000
10-5090-394	Crack Seal Exp.	79,431	100,000	-	100,000
10-5090-395	Sidewalk Maintenance	4,352	40,000	43,000	30,000
10-5090-396	St. Signs	2,736	2,400	2,400	2,400
10-5090-397	Painting - St./Crosswalks	12,680	13,000	15,000	15,000
10-5090-398	Street Chip & Seal	-	100,000	-	100,000
10-5090-400	Street Lights	37,358	49,500	49,500	51,975
10-5090-403	EV Charge Station operations	1,525	1,500	1,500	1,500
10-5090-421	Equip Lease/Purchase	55,181	110,000	114,256	-
10-5090-481	Safety	1,102	1,500	1,500	1,500
10-5090-499	PWF Maintenance	2,880	2,000	1,600	2,000
10-5090-500	Tree Maintenance	10,000	10,000	10,000	10,000
10-5090-550	Street Asphalt Overlay	435,587	100,000	385,000	100,000
10-5090-560	Capital Improvements	-	-	5,000	650,000
Total Expenses		1,098,839	1,139,027	1,218,619	1,673,534

**Town of New Castle
Town Maintenance
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Proj Budget	2025 Budget
Expenses					
10-5060-020	Salaries	30,470	40,825	37,029	41,808
10-5060-023	Overtime Pay	218	-	200	200
10-5060-030	Payroll Tax Exp - Social Sec	1,862	2,531	2,267	2,592
10-5060-031	Payroll Tax Exp - Medicare	436	592	530	606
10-5060-032	Payroll Tax Exp - St Unemplmnt	60	122	73	125
10-5060-041	CRA Retirement Exp	1,228	2,450	2,058	2,509
10-5060-042	Health Insurance Exp	5,986	7,874	6,380	8,888
10-5060-051	Employee Wellness Program	80	100	100	100
10-5060-100	Office Supplies	986	1,000	1,000	1,000
10-5060-145	Internet svc	2,700	3,200	3,200	3,200
10-5060-260	Insurance Expense	5,574	7,179	7,196	7,728
10-5060-280	Miscellaneous Expense	-	-	-	-
10-5060-320	Vehicle Expense#111D Ford 1988	56	-	-	-
10-5060-580	Capital Equipment	-	-	-	-
10-5060-600	Town M & O	5,875	4,000	4,000	4,000
10-5060-601	T/H Cleaning & Supplies	3,712	4,000	4,000	4,000
10-5060-603	MOC Cleaning & Supplies	684	500	500	500
10-5060-604	Rent Expense	6,000	6,000	6,000	6,000
10-5060-611	Museum Expense	10,242	1,500	1,500	1,500
Total Expenses		76,169	81,873	76,033	84,757

TOWN OF NEW CASTLE, COLORADO

UTILITY FUND

Combined Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual *Budget Year Ending December 31, 2025*

	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Projected</u>	<u>2025 Beg Budget</u>
Beginning - Retained Earnings	\$ 2,453,489	2,570,938	2,710,803	3,188,945
Water				
Operating Revenues	\$ 1,230,137	1,264,348	1,266,191	1,328,231
Operating Expenses	\$ <u>1,000,532</u>	<u>1,210,753</u>	<u>1,064,867</u>	<u>1,127,104</u>
Operating Revenues ***	\$ 229,605	53,595	201,324	201,126
Capital Revenues	\$ 423,097	847,040	366,425	281,400
Capital Expenses	\$ <u>446,300</u>	<u>795,045</u>	<u>255,504</u>	<u>574,405</u>
Capital Revenues ***	\$ (23,203)	51,995	110,921	(293,005)
Wastewater				
Operating Revenues	\$ 1,597,484	1,652,396	1,612,394	1,693,014
Operating Expenses	\$ <u>842,841</u>	<u>1,114,878</u>	<u>940,290</u>	<u>1,105,524</u>
Operating Revenues ***	\$ 754,643	537,518	672,104	587,490
Capital Revenues	\$ 54,850	309,400	364,900	846,400
Capital Expenses	\$ <u>772,017</u>	<u>931,890</u>	<u>931,889</u>	<u>1,254,054</u>
Capital Revenues ***	\$ (717,167)	(622,490)	(566,989)	(407,654)
Trash Service				
Operating Revenues	\$ 606,488	635,089	641,573	673,652
Operating Expenses	\$ <u>593,052</u>	<u>620,164</u>	<u>580,791</u>	<u>646,911</u>
Operating Revenues ***	\$ 13,436	14,925	60,782	26,741
Ending Retained Earnings	\$ <u>2,710,803</u>	<u>2,606,481</u>	<u>3,188,945</u>	<u>3,303,643</u>
***over (under) Expenses				
Net Surplus (Deficit)	257,314	35,543	478,142	114,698

**Town of New Castle
Water Operating
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Revenues</u>					
20-4030-020	Water Revenues	806,018	829,754	830,863	872,406
20-4030-025	Water Svc Chg-Over 12,000 Gal.	174,275	182,134	172,982	181,631
20-4030-050	Water Service Charge	143,820	148,002	148,652	156,084
20-4030-080	Delinquent User Charge	13,233	12,406	11,837	12,429
20-4030-100	Administration Fees	1,195	1,277	1,894	1,989
20-4030-110	Raw Water revenue	18,519	19,062	11,611	13,462
20-4030-120	Bulk Water Revenues	66,272	68,209	83,388	86,726
20-4030-200	Water Meters/Accessory	6,805	3,504	4,964	3,504
Total Revenues		1,230,137	1,264,348	1,266,191	1,328,231
<u>Expenses</u>					
20-6040-010	Council Salaries	10,830	11,610	11,610	12,000
20-6040-020	Salaries	411,799	515,244	457,966	458,639
20-6040-022	Call Out Pay	11,731	11,000	13,304	15,000
20-6040-023	Overtime Pay	3,519	3,700	3,700	3,700
20-6040-030	Payroll Tax Exp - Social Sec	25,988	33,576	29,189	29,595
20-6040-031	Payroll Tax Exp - Medicare	6,078	7,853	6,827	6,921
20-6040-032	Payroll Tax Exp - St Unemplmnt	866	1,625	942	1,432
20-6040-041	CRA Retirement Exp	16,941	31,797	27,194	27,920
20-6040-042	Health Insurance Exp	99,913	117,978	103,152	116,122
20-6040-049	Recruitment Expense	-	2,500	-	500
20-6040-050	Employee Support	1,955	1,400	1,400	1,400
20-6040-051	Employee Wellness Program	1,252	1,275	1,275	1,275
20-6040-100	Office Supplies	2,156	2,000	1,600	2,000
20-6040-101	Office Op. Supply & Furniture	241	600	100	300
20-6040-102	Postage Expense	1,790	1,500	1,500	1,500
20-6040-103	Computer Hardware/Software	3,870	6,500	6,500	4,000
20-6040-104	Printing & Copies	1,096	2,500	2,000	2,500
20-6040-106	Credit Card Fees	12,709	13,000	14,000	14,300
20-6040-107	Computer Services	19,295	17,100	17,100	17,600
20-6040-110	Utility Billing Expense	3,790	5,000	5,000	5,000
20-6040-120	Town Hall Utilities	1,464	2,100	2,100	2,205
20-6040-140	Telephone Expense	8,513	7,500	7,600	7,500
20-6040-145	Internet Svc/Web Page	782	2,000	2,000	2,000
20-6040-160	Dues, Meetings, Subscriptions	4,382	2,500	2,500	2,500
20-6040-170	Training	85	1,000	-	1,000
20-6040-175	Meals, Lodging	-	1,000	-	1,000
20-6040-180	Publication of Notices	1,667	1,800	1,800	1,800
20-6040-190	Refund	268	1,600	1,600	1,600
20-6040-200	Legal Services	2,545	14,000	7,000	12,000
20-6040-210	Technical Support	8,242	10,800	10,800	10,800
20-6040-220	Other Prof Services	9,587	9,900	9,940	9,900
20-6040-240	Audit Expense	2,125	3,750	3,750	3,750
20-6040-260	Insurance Expense	50,235	63,445	64,375	67,170
20-6040-280	Miscellaneous Expense	23	1,000	1,300	1,000
20-6040-281	Good Neighbor Policy Exp.	1,606	2,000	1,000	2,000
20-6040-480	Engineering & Survey	2,523	8,000	8,000	8,000

20-6050-120	Utilities	61,653	76,500	76,500	80,325
20-6050-122	Utilities-Raw Water	17,183	21,000	21,000	22,050
20-6050-200	Chemicals	30,660	37,000	32,000	35,000
20-6050-220	M & O - Plant	38,585	46,000	38,000	25,000
20-6050-240	M & O - Distribution	58,317	45,000	28,000	50,000
20-6050-241	M & O Raw Water System	2,752	6,000	5,500	6,000
20-6050-245	M & O-Red Rocks Ditch	5,110	9,000	2,000	6,000
20-6050-250	Source Water Protection	-	300	300	300
20-6050-260	Lab Tests	9,267	8,500	8,500	8,500
20-6050-300	Machinery & Equipment	-	2,500	-	2,500
20-6050-323	Veh Exp-04 Ford Ranger(W10)	52	-	-	-
20-6050-325	Veh Exp-09 Chevy Colo(w11)	-	-	-	-
20-6050-326	Veh Exp-13 Chevy P.U.(W14)	1,950	400	250	800
20-6050-327	Veh Exp-17 Chevy (W-15)	364	400	400	400
20-6050-328	Veh Exp-17 Chevy (W-16)	283	400	700	400
20-6050-329	Veh Exp-15 Chevy (P-3)	-	400	250	400
20-6050-340	Gas & Oil	8,507	10,100	8,393	9,500
20-6050-380	Equipment Maintenance	-	1,000	250	1,000
20-6050-391	Equipment Rental	-	800	-	800
20-6050-420	Training	824	1,000	1,500	1,000
20-6050-481	Safety	1,279	1,000	800	1,000
20-6050-500	Water Meter/Accessories	25,440	15,000	5,000	12,000
20-6050-580	Equipment & Tool-Distribute	726	1,000	1,600	1,000
20-6050-581	Lab Equip. & Supplies	5,897	2,000	3,000	3,500
20-6050-590	Equipment & Tool-Plant	164	1,000	500	1,000
20-6050-700	Permits	1,445	1,500	1,500	1,500
20-6050-710	W/H Ditch Fees	208	300	200	200
20-6050-721	Water Lease	-	500	-	-
20-6050-740	Ruedi Water Contract	-	2,000	600	1,000
Total Expenses		1,000,532	1,210,753	1,064,867	1,127,104

**Town of New Castle
Water Capital
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Revenues</u>					
20-4030-260	ARPA Funds-Red Rocks Ditch	338,597	365,640	1,525	-
20-4030-270	FMLD Grant	-	365,000	200,000	165,000
20-4030-300	Cap Water Tap Fees	48,500	116,400	164,900	116,400
20-4030-340	Water Rights Dedication	36,000	-	-	-
20-4030-394	Sale of Assets	-	-	-	-
Total Revenues		423,097	847,040	366,425	281,400
<u>Expenses</u>					
20-6050-521	Note Principal - CWCB	24,492	25,594	25,594	26,746
20-6050-541	Note Interest - CWCB	18,912	17,811	17,810	16,659
20-6059-176	Raw Water System-Capital	338,597	365,640	1,525	-
20-6059-177	Raw Water Irrigation Expansion	1,990	365,000	200,000	531,000
20-6059-421	Veh/Equip-Lease/Purchase	-	-	-	-
20-6059-580	Other Capital-Water	62,309	21,000	10,575	-
Total Expenses		446,300	795,045	255,504	574,405

**Town of New Castle
WasteWater Operating
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
Revenues					
20-4040-040	Monthly Wastewater Svc. Chg	1,382,904	1,422,952	1,432,451	1,504,075
20-4040-045	Sewer Chg-Over 6,000 Gal.	85,888	97,135	46,488	48,812
20-4040-050	Sewer Svc. Chg.	113,575	116,760	117,847	123,739
20-4040-055	South Svc Chg	14,603	15,042	15,056	15,809
20-4040-540	ColoTrust Int(DOLA)-Wastewater	514	507	552	579
Total Revenues		1,597,484	1,652,396	1,612,394	1,693,014
Expenses					
20-6080-010	Council Salaries	10,830	11,610	11,610	12,000
20-6080-020	Salaries	361,665	458,907	357,933	458,461
20-6080-022	Call Out Pay	9,629	12,500	10,828	12,500
20-6080-023	Overtime Pay	2,572	2,400	2,400	2,400
20-6080-030	Payroll Tax Exp - Social Sec	22,964	30,096	23,252	29,348
20-6080-031	Payroll Tax Exp - Medicare	5,370	7,039	5,437	6,864
20-6080-032	Payroll Tax Exp - St Unemplmnt	764	1,456	750	1,420
20-6080-041	CRA Retirement Exp	14,861	28,428	21,136	27,682
20-6080-042	Health Insurance Exp	81,546	115,438	81,487	112,920
20-6080-049	Recruitment Expense	-	2,500	2,500	2,500
20-6080-050	Employee Support	842	1,900	1,900	1,800
20-6080-051	Employee Wellness Program	798	1,305	1,305	1,305
20-6080-100	Office Supplies	1,649	1,200	1,000	1,200
20-6080-101	Office Op. Supply & Furniture	90	600	-	600
20-6080-102	Postage Expense	589	1,000	1,000	1,000
20-6080-103	Computer Hardware/Software	7,271	3,500	3,500	3,500
20-6080-104	Printing & Copies	1,065	1,000	1,000	1,000
20-6080-106	Credit Card Fees	10,430	9,500	9,500	10,500
20-6080-107	Computer Services	18,156	17,000	17,000	17,500
20-6080-110	Utility Billing Expense	3,790	5,000	5,000	5,000
20-6080-120	Town Hall Utilities	1,464	2,100	2,100	2,205
20-6080-125	Porta Jon Svc	14,847	12,000	14,500	14,500
20-6080-140	Telephone Expense	3,947	5,600	5,600	5,600
20-6080-145	Internet Svc/Web Page	540	600	600	600
20-6080-160	Dues, Meetings, Subscriptions	1,585	2,800	1,800	2,000
20-6080-170	Training	447	3,000	1,000	1,500
20-6080-175	Meals, Lodging	-	1,000	500	1,000
20-6080-180	Publication of Notices	554	1,300	1,300	1,300
20-6080-190	Refund	268	1,500	1,500	1,500
20-6080-200	Legal Services	375	2,200	1,000	2,200
20-6080-210	Technical Support	8,437	8,800	8,800	9,200
20-6080-220	Other Prof Services/Inspection	9,524	9,900	9,900	9,900
20-6080-240	Audit Expense	1,445	2,550	2,550	2,550
20-6080-260	Insurance Expense	37,586	47,349	49,552	50,325
20-6080-280	Miscellaneous Expense	23	1,000	1,300	1,300
20-6080-281	Good Neighbor Policy Exp	-	5,000	2,500	5,000
20-6080-480	Engineering & Survey	8,330	-	-	-
20-6090-120	Utilities	95,054	128,500	110,000	134,925
20-6090-125	South Utilities	1,914	2,400	2,400	2,520
20-6090-200	Chemicals	11,385	15,000	12,000	12,000
20-6090-220	M & O Plant - WWTP	35,900	75,000	75,000	56,500

20-6090-221	Sludge Hauling	9,454	10,000	17,000	12,000
20-6090-225	M&O - Centrifuge	6,098	3,000	9,000	3,000
20-6090-240	M & O - Collections	8,242	7,000	2,000	7,000
20-6090-245	M & O South Collections	128	2,500	1,000	2,500
20-6090-260	Lab Tests	14,710	17,000	17,000	17,000
20-6090-326	Veh Exp-08 Chevy 2500(W3)	12	-	-	-
20-6090-327	Veh Exp-22 Chevy Colorado-WW17	-	300	250	800
20-6090-328	Veh Exp-13 Chevy PU(W12)	354	400	400	400
20-6090-329	Veh Exp-17 Chevy (W-15)	31	-	-	-
20-6090-340	Gas & Oil	7,780	8,900	8,000	8,900
20-6090-391	Equipment Rental	-	1,000	500	1,000
20-6090-420	Training	818	1,500	1,200	1,500
20-6090-481	Safety	385	1,000	1,000	1,000
20-6090-580	Equip. & Tools - Plant	288	4,000	4,000	4,000
20-6090-581	Lab Equip. & Supplies	4,046	12,000	12,000	14,000
20-6090-590	Equipment & Tool - Collection	917	3,000	3,000	3,000
20-6090-700	Permits	1,072	1,500	1,500	1,500
20-6090-740	Sludge Site Application Fee	-	300	-	300
20-6090-760	Sludge Site	-	1,500	-	1,500
Total Expenses		842,841	1,114,878	940,290	1,105,524

**Town of New Castle
WasteWater Capital
2025 Proposed Budget**

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Revenues</u>					
20-4040-320	Cap Sewer Tap Fees	48,500	116,400	164,900	116,400
20-4040-394	Sale of Assets	6,350	-	-	-
20-4040-620	ARPA Funds	-	60,000	-	730,000
20-4040-621	Misc. Grant Revenue	-	133,000	200,000	-
Total Revenues		54,850	309,400	364,900	846,400
<u>Expenses</u>					
20-6080-561	Note Princ. - 08 WWTP Loan	391,428	396,865	396,864	407,738
20-6080-580	Note Int.-CWR&PDA	-	-	-	-
20-6080-581	Note Int. - 08 WWTP Loan	105,592	94,025	94,025	86,316
20-6095-100	Capital Replacement/WW Lines	53,580	65,000	65,000	30,000
20-6095-101	Capital - Collections Other	-	-	-	-
20-6095-110	Capital Replacement-WW Plant	110,448	376,000	376,000	730,000
20-6095-421	Veh/Equip-Lease/Purchase	-	-	-	-
20-6095-800	Capital-Equipment	110,969	-	-	-
Total Expenses		772,017	931,890	931,889	1,254,054

Town of New Castle
Trash Service
2025 Proposed Budget

Account Number	Account Title	2023 Actual	2024 Budget	2024 Projected	2025 Budget
<u>Revenues</u>					
20-4030-060	Trash Revenues	606,488	635,089	641,573	673,652
	Total Revenues	606,488	635,089	641,573	673,652
<u>Expenses</u>					
20-6070-110	Utility Billing Expense	1,171	1,200	1,000	1,200
20-6070-180	Publication of Notices	(253)	0	-	-
20-6070-200	Legal Services	0	600	-	600
20-6070-500	Trash Service	581,931	606,364	567,791	633,111
20-6070-600	Chgs-Cleanup Weeks	10,203	12,000	12,000	12,000
	Total Expenses	593,052	620,164	580,791	646,911

TOWN OF NEW CASTLE, COLORADO

CONSERVATION TRUST FUND

**Combined Statement of Revenues, Expenditures
and Changes in Fund Balances - Budget and Actual
*Budget Year Ending December 31, 2025***

		2023 Actual	2024 Budget	2024 Projection	2025 Budget
BEGINNING FUND BALANCE	Acct. #	\$158,879	\$104,702	\$102,799	\$167,139
<u>REVENUES</u>					
State Lottery Funds	30-4040-040	69,054	65,749	64,274	63,000
Parks/Open Space/Trails Dev	30-4040-117	10,000	10,000	-	-
Alpine Checking Interest	30-4040-520	67	70	66	70
Total Revenues:		79,121	75,819	64,340	63,070
Miscellaneous Expense	30-8040-280	-	-	-	20,000
Equipment	30-8040-390	47,442	-	-	16,550
Capital Improvements	30-8040-400	-	-	-	-
Parks, Trails Dev	30-8040-617	87,759	10,000	-	27,000
Total Expenditures:		135,201	10,000	-	63,550
ENDING FUND BALANCE		\$102,799	\$170,521	\$167,139	\$166,659

TOWN OF NEW CASTLE, COLORADO

CEMETERY FUND

**Combined Statement of Revenues, Expenditures
and Changes in Fund Balances - Budget and Actual
*Budget Year Ending December 31, 2025***

		2023 Actual	2024 Budget	2024 Year End Estimate	2025 Budget
BEGINNING RETAINED EARNINGS		\$63,140	\$76,640	\$82,283	\$92,003
Reserved - Perpetual Care		(10,000)	(10,000)	(10,000)	(10,000)
Unreserved/Undesignated		53,140	66,640	72,283	82,003
REVENUES	Acct. #				
Sale of Plots	40-4060-020	19,200	12,000	10,000	10,000
ColoTrust Interest	40-4060-540	762	600	820	790
Total Revenues:		19,962	12,600	10,820	10,790
EXPENDITURES					
Maintenance & Operations	40-9040-380	819	12,500	1,100	2,500
Total Expenditures:		819	12,500	1,100	2,500
ENDING RETAINED EARNINGS		82,283	76,740	92,003	100,293
Reserved - Perpetual Care		(10,000)	(10,000)	(10,000)	(10,000)
Unreserved/Undesignated		\$72,283	\$66,740	\$82,003	\$90,293

New Castle Town Council Regular Meeting
Tuesday, October 15, 2024, 7:00 PM

Call to Order

Mayor Art Riddile called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Roll Call

Councilor Carey
Councilor Mariscal
Councilor Hazelton
Councilor Copeland
Mayor A. Riddile
Councilor Leland
Councilor G Riddile

Absent None

Also present at the meeting were Assistant Town Attorney Haley Carmer, Town Clerk Mindy Andis, Administrator Dave Reynolds, Town Treasurer Viktoriya Ehlers, Administrative Assistant Rochelle Firth and members of the public.

Meeting Notice

Clerk Andis verified that her office gave notice of the meeting in accordance with resolution TC 2024-1.

Conflicts of Interest

Councilor Hazelton state he had a conflict of interest with agenda item E.

Agenda Changes

There were no agenda changes

Citizen Comments on Items not on the Agenda

There were no Citizen Comments

Consultant Reports

Consultant Attorney –present for agenda items

Consultant Engineer – not present

Items for Consideration

Consider Grants to Outside Agencies Town Administrator Dave Reynolds and Administrative Assistant Rochelle Firth, reviewed staff recommendations with the council and explained the reasoning for the recommendations.

MOTION: Mayor A. Riddile made a motion to approve the staff recommendations for the grants to outside agencies. Councilor Mariscal seconded the motion and it passed unanimously.

1
2 **Update – New Castle Chamber**

3 Administrator Reynolds introduced Chamber President Siobahn Millholm and Chamber
4 Treasurer Cindy Stillman to the council. Administrator Reynolds said the New Castle
5 Chamber will update the council of their activities in 2024 as well as goals for 2025.
6 Ms. Millholm said 2024 has been an exciting year of growth for the Chamber. We now
7 have 85 paid Members, well above our goal of 75 by year-end. Our events-Bingo,
8 Business After Hours and Summer Block Party-are thriving, the Welcome Totes are now
9 being delivered regularly, and we have a strong Ambassador Program in place. None of
10 this would be possible without the support of the Town of New Castle! Our ability to
11 support our members is a direct result of our partnership. The Ambassador Program has
12 been successful. The Chamber has 8 ambassadors. The purpose of the ambassador
13 program provides training to become a board member. Ms. Millholm said Ambassadors are
14 the Welcome Committee, along with Board Members, at Business After Hours and deliver
15 New Resident Welcome Tote Bags every 60 days. The response from new residents is very
16 positive. Ambassadors also help with Bingo, Community Market and the Summer Block
17 Party. Ms. Millholm said the administrative position has grown as the number of members
18 and events have increased. The membership dues will be increased from \$125.00 -
19 \$175.00 per year. The administrator's responsibilities and duties have also increased. Ms.
20 Millholm said BINGO has become popular with 60-70 attendees. She also said the
21 Summer Block Party was again very successful. She said the chamber looks forward to
22 having Town of New Castle to continue being a presenting sponsor for the Block Party. Ms.
23 Millholm said the Business After Hours continue to gain momentum as well with an
24 increased attendance of 20-40 attendees. Members are eager to sign up and put a lot of
25 effort into the events. She said the events for 2025 will be similar to 2024 events.
26

27 **Discussion - 2025 Budget.**

28 Administrator Reynolds and Treasurer Viktoryia Ehlers reviewed the budget changes from
29 October 1, 2024. The changes are as follows:

30 **General Overview:**

- 31 1. General Fund went from (\$54,116) to \$3,606
32 2. Utility Fund went from surplus of \$120,689 to \$113,521

33 **Revenues**

- 34 1. Increased estimate for Lodging Tax (10-4010-095) by \$4,000 based on the latest
35 collections. 2025 budget assumes 2024 projected revenues.
36 2. Increased Specific Ownership (10-4010-020) by \$3,000 based on the latest
37 collections. 2025 budget assumes 2024 projected revenues.
38 3. Increased Motor Vehicle Special Assessment (10-4010-320 Street Maintenance
39 revenues) by \$2,000 based on the latest collections. 2025 budget assumes 2024
40 projected revenues.
41

42 **Personnel**

- 43 1. Added estimated cost of sick leave conversion for eligible staff - \$18,000

(GF-\$12,000, UF-\$6,000)

Administration

1. Decreased Other Professional Services from \$7,500 to \$2,000 (10-5040-220) by removing \$5,500 originally budgeted for Salary Survey.
2. Decreased Engineering & Survey from \$10,000 to \$7,000 (10-5040-480)
3. Decreased Historic Property Designation from \$2,500 to \$2,000 (10-5040-609)
4. Increased Dues, Subscription from \$11,000 to 12,000 (10-5040-160) for HeyGov Clerks Minutes.

Health & Welfare

1. Decreased CMC Seniors Program from \$8,000 to \$6,500

Public Safety

1. Increased Dues, Subscriptions from \$34,000 to \$34,600 (10-5050-160) for Citizen Contact Services, up until recently it was a free service.

Streets

1. Decreased Sidewalk Maintenance from \$40,000 to \$30,000

Notes & other considerations:

Capital/Other Items

- Added Assigned Items:
 - a. Added \$2,000 for Electric Trimer and Electric Blower from Streets Maintenance (10-5075-300) to Streets/Parks Equipment, now totaling \$33,500
 - b. Added \$113,103 to Future Capital Projects TBD in order to have "matchmoney" for anticipated grants.
- A. Discretionary expenditures included in the current version of the 2025 budget are:

General Fund

Donations to Special Interest Groups & Committees

- Rides & Reggae Event 10-5040-294 \$10,000 – decrease from \$20,000
- Historic Preservation 10-5040-609,610 \$3,500 – decreased from \$4,500
- New Castle Trails 10-5075-704 \$10,000 – decrease from \$30,000 and expense for Trails Maintenance was moved from GF to CTF.

Councilor G. Riddle said Rides and Reggae event may not be happening so the funds for the event could be moved to the New Castle Trails.

Utility Fund

Donations to Special Interest Groups & Committees

- Middle CO Watershed 20-6040,6080-220 \$ 2,500

- Garfield Clean Energy 20-6040,6080-220 \$17,300

Administrator Reynolds said the Garfield County Detox Center and town had entered into a MOU and committed \$10,000 per year with the understanding that council would review every year. The center is up and running and is full and going well. The town had committed to using the opioid funds towards the Detox center. Councilor Mariscal voiced some concerns regarding the handling of the funds. Councilor Carey asked if Administrator Reynolds has spoken to any other municipality. Administrator Reynolds said he has only spoken with the Town of Silt. Councilor Hazelton said he is not comfortable committing \$10,000.00 to Detox. The council agreed to have the Detox Center come to a council meeting and do a presentation before a decision is made.

Consider approval Resolution TC2024-21 – Accepting the Public Improvements Related to Eagles Ridge Ranch Phase 1, Lakota Canyon Ranch PUD

Attorney Carmer said Developer Jim Colombo has finished the public improvements for the first phase of Eagles Ridge Ranch. She said there was a questions about the drainage on the property. Town Public Works Direct John Wenzel and Town Engineer Jeff Simonson were comfortable with the drainage as it exists. Director Wenzel and Engineer Simonson have confirmed that all public improvements have been completed for phase 1. The town can accept the improvements for phase 1 with a caveat is the drainage to be included moving into phase 2. The warranty of the improvements would be two years and the developer shall provide warranty security for the Phase 1 Improvements in the amount of 15% of the cost estimate in the SIA, less the cost of the Disputed Improvements, for total warranty security in the amount of \$75,977.42. The warranty security will remain in effect for the duration of the warranty period. Attorney Carmer outlines the conditions of the resolution.

MOTION: Mayor A. Riddile made a motion to approve Resolution TC2024-21 – Accepting the Public Improvements Related to Eagles Ridge Ranch Phase 1, Lakota Canyon Ranch PUD. Councilor Carey seconded the motion and passed unanimously.

Councilor Hazelton recused himself and left the room at 8:00pm.

Recess the Town Council Meeting, Convene as the Board of Zoning Adjustment

MOTION: Mayor A. Riddile made a motion to recess the Town Council meeting, Convene as the Board of Zoning Adjustment. Councilor Leland seconded the motion and passed unanimously.

Consider Inclusion of Self Storage as a Permitted Use in the Industrial Zone District

Administrator Reynolds said staff needs clarification from the Board of Zoning Adjustment on how to define businesses that involve outdoor storage of items like boats, campers, trailers, recreational vehicles, and similar wheeled items within the context of the Industrial Zoning District. The central issue is determining whether this type of business is classified as a permitted, nonpermitted, or conditional use under current zoning

1 regulations.

2 Municipal Code Section 17.52 provides examples of both permitted and non-permitted
3 uses regarding storage in the Industrial District. Permitted uses include the storage of
4 petroleum and propane, while nonpermitted uses explicitly list the storage of automobiles,
5 trucks, and concrete. Additionally, while self-storage facilities are listed as permitted, the
6 code does not clarify whether this includes outdoor storage of the mentioned items or is
7 limited to indoor facilities.

8 When ambiguities arise in the code—such as when a specific use is neither listed as
9 permitted nor nonpermitted—town staff members generally advise applicants to pursue a
10 Conditional Use Permit. This allows the Planning and Zoning Commission and Town
11 Council to review a specific application, consider public comment and decide on the
12 specific use.

13 Other options for when ambiguities arise are addresses in Chapter 17.12.020(C) of the
14 Municipal Code which authorizes the Board of Adjustment to interpret unlisted uses or
15 combinations of uses and apply them to a broader use group as outlined in other chapters
16 of the Municipal Code. A recent example of this process occurred when the Board
17 determined that a tattoo business should be categorized as a "Personal Service
18 Establishment" under the C-1 Zoning District, placing it in the same category as barber
19 and beauty shops. This type of decision-making will guide the Board in determining
20 whether outdoor storage of wheeled items aligns with permitted uses or should be treated
21 as a Conditional Use in the Industrial District.

22 The council discussed the options for outdoor self-storage. The council concluded with
23 sending this to Planning and Zoning for their input and have a better detailed definition of
24 self-storage and possible code change.

25 Adjourn the Board of Zoning Adjustment, Reconvene the Town Council Meeting

26 **MOTION: Mayor A. Riddile made a motion to adjourn the Board of Zoning**
27 **Adjustment, Reconvene the Town Council Meeting. Councilor Carey seconded the**
28 **motion and passed unanimously.**

29 Councilor Hazelton returned to the council meeting at 8:20pm.

30 **Executive Session for a conference with the Town Attorney for the purpose of**
31 **receiving legal advice on specific legal questions under CRS Section 24-6-**
32 **402(4)(b) regarding pending CVR Investors, Inc. litigation.**

33 **Motion: Councilor Leland made a Motion at 8:21p.m. to go into Executive**
34 **Session for a conference with the Town Attorney for the purpose of receiving**
35 **legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) regarding**
36 **litigation filed by Castle Valley Ranch Investors, Inc. litigation. Councilor G.**
37 **Riddile seconded the motion and it passed unanimously.**

38
39 Executive session concluded.

1 At the end of the executive session, Mayor Art Riddile made the following statement:

2
3 "The time is now 8:44p.m. and the executive session has been concluded. The
4 participants in the executive sessions were: Mayor A. Riddile, Councilor Mariscal, Councilor
5 Carey, Councilor Hazelton; Councilors Copeland, Councilor G Riddile, Councilor Leland,
6 Town Administrator Reynolds, Town Clerk Andis and Assistant Town Attorney Haley. For
7 the record, if any person who participated in the executive session believes that any
8 substantial discussion of any matters not included in the motion to go into the executive
9 session occurred during the executive session, or that any improper action occurred
10 during the executive session in violation of the Open Meetings Law, I would ask that you
11 state your concerns for the record."

12
13 No concerns were stated.

14
15 **Motion: Mayor A. Riddile made a motion to have a special council meeting on**
16 **November 12, 2024 for Final PUD Development Plan and Phase 1 Final**
17 **Subdivision Plat For Portion of PA17 & 19, Castle Valley Ranch PUD. Councilor**
18 **Leland seconded the motion and it passed unanimously.**

19
20 **Consent Agenda**

21 Items on the consent agenda are routine and non-controversial and will be approved by
22 one motion. There will be no separate discussion of these items unless a council member
23 or citizen requests it, in which case the item will be removed from the consent agenda.

24
25 October 1, 2024, minutes

26
27 **MOTION: Mayor A. Riddile made a motion to approve the Consent Agenda.**
28 **Councilor Mariscal seconded the motion and it passed unanimously.**

29
30 **Staff Reports**

31 **Town Administrator** – Attorney Carmer said the City of Glenwood Springs has put
32 together a mutual brief in regards to the Uinta Train Line. There are a few municipalities
33 and counties that have already signed the brief of why it's important. The purpose of the
34 brief is to help the Supreme Court to analyze and understand some of the context and
35 issues that is being cited in the lawsuit. After some discussion four to three councilors
36 were in favor of not signing the brief until there is more information. Administrator
37 Reynolds said Rides and Reggae has been billed. Administrator Reynolds handed out a
38 "save the Date" for the staff Christmas Party December 20, 2024, at Lakata Canyon Ranch
39 Clubhouse. The theme this year is Casino Night. Administrator Reynolds reminded council
40 at the next council meeting is staff reviews. He said the annual tree lighting and chili
41 cookoff is December 6, 2024, and if you are wanting to volunteer to please contact Kelley
42 Cox. Administrator Reynolds reported the town was successfully rewarded with three
43 FMLD Grants. Two of the grants were for the town and third grant was a joint grant with
44 KSE PTA for ADA playground equipment. Administrator Reynolds said Friday, October 18,

2024, town hall will be closed at noon for a town hall staff team building exercise. Administrator Reynolds said he had attended a manager's meeting and the discussion was regarding budget and how other municipalities are handling their budgets. Administrator Reynolds said he and Assistant Rochelle Firth were invited to be guest speakers at a DOLA meeting next week. DOLA has taken notice of what the town is doing in the downtown such as the ice rink, Ritter Plaza and the work that has been with the Texaco.

Town Clerk – Clerk Andis reminded Councilor Carey that after October 31, 2024 she will no longer be on P&Z and Mayor A. Riddile will be on P&Z as the council rep. Councilor Hazelton will continue to serve on HPC as the council rep until May 1, 2025. Clerk Andis said the clerks office is preparing for 2025 business license, tobacco license and dog license renewal. Clerk Andis said she has also been working the utility rate increase for 2025 and preparing notice to go out in the utility bills.

Town Treasurer – not present

Town Planner – not present

Public Works Director – not present

Commission Reports

Planning & Zoning Commission – have not met

Historic Preservation Commission – have not met

Climate and Environment Commission – Councilor Leland said Saturday, October 12, 2024, there was a film "Elemental" showed at the New Castle Library. The film was about the Urban Wildland Interface issues. There was a small turnout and the film will show again later in the fall or winter. The commission will meet on Thursday, October 17, 2024 and will finalize the bag fees. Councilor Leland request and agenda item to discuss the bag fees.

Senior Program – Clerk Andis said there was discussion about how they could increase participation in their programs such as the Traveler. Clerk Andis asked if Councilor Copeland could attend the next meeting for her.

RFTA – Mayor A. Riddile said today was the ribbon cutting for the 27th street pedestrian underpass.

AGNC - have not met

GCE - have not met

EAB - have not met

Detox - have not met

Council Comments

Councilor Mariscal said she had the opportunity to be the MC for the Hispanic Heritage Celebration for the library district. She said she will not be able to attend the December 3, 2024, council meeting. Councilor Mariscal said she has resigned from different boards due to medical issues, however she is not going to resign from council.

Councilor Carey said she had a conversation with Garfield Re-2 School District Heather Grumley, Superintendent, Britton Fletchall, Board President and Chance Jenkins, Board Member about School Resource Officers (SRO) should be talking with Administrator Reynolds. She said the Town of Silt would like to meet with New Castle to discuss a letter of support for the SRO at the middle school. Councilor Carey said Silt would like to talk

1 with New Castle about connectivity between Silt and New Castle for the high school
2 students. Councilor Carey asked if the west side Kamm Avenue crosswalk could be moved
3 to the east side closer to Drifters.

4 Councilor Leland said since there will be funding for the trail's maintenance would like to
5 form a committee to manage the trails. The committee should include RFMBA, RFOV,
6 Parks Department and appoint a couple councilors to a subcommittee to oversee the
7 spending of the money.

8 Mayor A. Riddile thanks staff for all the work done on the budget. Mayor A. Riddile said he
9 had attended the RE-2 School Board meeting to bring up funding for an SRO considering
10 the break-ins, vandalism and squatting happening at a couple of the schools. Mayor A.
11 Riddile said the town would need the support from the school board in order to move
12 forward.

13 **Items for Future Council Agenda**

14 There were no items for future agenda.

15 **Adjourn**

16 **MOTION: Mayor A. Riddile made a motion to adjourn. Councilor Mariscal**

17 The meeting adjourned at 9:27p.m.

18
19 Respectfully submitted,

20
21
22
23
24 _____
25 Mayor Art Riddile

26
27 _____
28 Town Clerk Mindy Andis, CMC
29

TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - October 2024

10/2024 INVOICES PAID	\$699,850.94
VIX PARK LOAN PAYMENT	5,129.61
NET PAYROLL (2)	184,232.35
FED & STATE EMPLOYMENT TAXES (2)	71,778.56
RETIREMENT PLAN PAYMENTS (2)	33,625.18
CREDIT CARD FEES	<u>1,826.78</u>
10/2024 TOTAL PAYMENTS	<u>\$ 996,443.42</u>

LESS CAPITAL EXPENDITURES *	(497,666.51)
LESS CHARGE-BACKS **	(4,527.25)
LOAN PAYMENTS	(5,129.61)
RESTITUTION PAYMENTS	-
DEPOSIT REFUNDS	<u>(350.00)</u>

10/2024 OPERATING EXPENSES: \$ 488,770.05

*** CAPITAL:**

Kay Williams Playground - FMLD Grant	54,862.00
Round-a-bout desing Phase 1, 2, 3, 4 - FLMD Grant	2,974.40
Asphalt milling and streets overlay - budgeted item	395,948.60
Raw Water Irrigation - FMLD/ARPA	20,875.59
Digester Blower Building - FMLD Grant	22,508.42
South Side Interceptor Engineering Fees	<u>497.50</u>
Total	<u><u>497,666.51</u></u>

****CHARGE-BACKS:**

Developer costs 4,527.25

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
133	Access AfterSchool	2024 GRANT	2024 grant round 2	10/18/2024	1,750.00	.00	1,750.00	57736	10/24/2024
Total 133:					1,750.00	.00	1,750.00		
213	AFLAC	711833	09.2024 premium	10/12/2024	143.39	.00	143.39	57737	10/24/2024
Total 213:					143.39	.00	143.39		
325	All State Communications, Inc.	36038	radio & battery drain repair-	09/25/2024	416.00	.00	416.00	Multiple	Multiple
Total 325:					416.00	.00	416.00		
361	Alltec Services, LLC	39481	4th Qtr 2024 T/H security	09/15/2024	120.00	.00	120.00	Multiple	Multiple
Total 361:					120.00	.00	120.00		
393	Alpine Legal Services	2024 GRANT	2024 grant round 2	10/18/2024	1,000.00	.00	1,000.00	57738	10/24/2024
Total 393:					1,000.00	.00	1,000.00		
475	American Fidelity Assurance	D772519	10.2024 supp insurance pr	10/01/2024	1,189.28	.00	1,189.28	57739	10/24/2024
Total 475:					1,189.28	.00	1,189.28		
476	American Fidelity Assurance	2341039A	11.2024 flex spending	09/24/2024	824.98	.00	824.98	Multiple	Multiple
Total 476:					824.98	.00	824.98		
497	AlSCO, Inc	LGRA294936	mats, mops cleaned-rec	10/03/2024	89.01	.00	89.01	Multiple	Multiple
Total 497:					89.01	.00	89.01		
1359	Bordelon, Remi	CITY MKT R	city market-office supp-coff	10/14/2024	30.97	.00	30.97	57740	10/24/2024
Total 1359:					30.97	.00	30.97		
1897	Caselle, Inc.	135921	software support-b&p	10/01/2024	197.20	.00	197.20	Multiple	Multiple
		135921	software support-admin	10/01/2024	197.20	.00	197.20	Multiple	Multiple
		135921	software support-court	10/01/2024	118.32	.00	118.32	Multiple	Multiple
		135921	software support-rec	10/01/2024	138.04	.00	138.04	Multiple	Multiple
		135921	software support-pks	10/01/2024	138.04	.00	138.04	Multiple	Multiple
		135921	software support-sts	10/01/2024	197.20	.00	197.20	Multiple	Multiple
		135921	software support-water	10/01/2024	493.00	.00	493.00	Multiple	Multiple
		135921	software support-w/wtr	10/01/2024	493.00	.00	493.00	Multiple	Multiple
Total 1897:					1,972.00	.00	1,972.00		
1961	CEBT	INV 0070309	11.2024 health insurance p	10/03/2024	51,718.05	.00	51,718.05	Multiple	Multiple
Total 1961:					51,718.05	.00	51,718.05		
1965	Cedar Networks	355925	10.2024 internet service-T	10/01/2024	180.00	.00	180.00	Multiple	Multiple
		355926	10.2024 internet service-re	10/01/2024	180.00	.00	180.00	Multiple	Multiple
		355929	10.2024 internet service-ps	10/01/2024	90.00	.00	90.00	Multiple	Multiple

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		355929	10.2024 internet service-T	10/01/2024	45.00	.00	45.00	Multiple	Multiple
		355929	10.2024 internet service-w/	10/01/2024	45.00	.00	45.00	Multiple	Multiple
		356070	10.2024 internet service-m	10/01/2024	90.00	.00	90.00	Multiple	Multiple
Total 1965:					630.00	.00	630.00		
1993	CenturyLink	333763231 1	10.2024 fax line-ps	10/19/2024	82.16	.00	82.16	57742	10/24/2024
		334014956 1	10.2024 fax line-wtp	10/19/2024	170.56	.00	170.56	57742	10/24/2024
Total 1993:					252.72	.00	252.72		
2261	Co Dept of Public Hlth & E	WB24115709	annual wwtp permit-biosoli	09/01/2024	94.86	.00	94.86	Multiple	Multiple
Total 2261:					94.86	.00	94.86		
2497	Colorado Analytical Lab	240913087	lab tests-wtr	09/20/2024	31.00	.00	31.00	Multiple	Multiple
		241011072	lab tests-wtr	10/18/2024	31.00	.00	31.00	57743	10/24/2024
		241011073	lab tests-wtr	10/18/2024	105.00	.00	105.00	57743	10/24/2024
Total 2497:					167.00	.00	167.00		
2729	Conoco Fleet	100110752	fuel-ps	09/30/2024	3,463.39	.00	3,463.39	10162024	10/24/2024
		100110752	fuel-rec	09/30/2024	68.01	.00	68.01	10162024	10/24/2024
		100110752	fuel-pks	09/30/2024	1,408.67	.00	1,408.67	10162024	10/24/2024
		100110752	fuel-sts	09/30/2024	402.00	.00	402.00	10162024	10/24/2024
		100110752	fuel-wtr	09/30/2024	675.43	.00	675.43	10162024	10/24/2024
		100110752	fuel-w/wtr	09/30/2024	409.23	.00	409.23	10162024	10/24/2024
Total 2729:					6,426.73	.00	6,426.73		
2749	Consolidated Electrical Dist	4983-106386	crosswalk signs parts-sts	10/01/2024	27.06	.00	27.06	Multiple	Multiple
Total 2749:					27.06	.00	27.06		
2816	Core & Main, Inc.	V792004	pipe fitting for bio-rem-wwtr	10/09/2024	699.75	.00	699.75	57744	10/24/2024
Total 2816:					699.75	.00	699.75		
2881	Cox, Kelley	CITY MKT R	cty mkt-kids kitchen-rec	09/16/2024	15.66	.00	15.66	Multiple	Multiple
Total 2881:					15.66	.00	15.66		
2986	Cruz, Jose	SEC DEP RE	security deposit reimb 10.1	10/19/2024	350.00	.00	350.00	57745	10/24/2024
Total 2986:					350.00	.00	350.00		
3217	Debose, Jennifer Lynn Dud	OCTOBER 2	art-oct 2024 registration-re	10/07/2024	160.00	.00	160.00	Multiple	Multiple
Total 3217:					160.00	.00	160.00		
3529	PVS DX, Inc	737003877-2	chlorine-water	09/24/2024	1,098.13	.00	1,098.13	Multiple	Multiple
		DE73000865	chlorine-water	09/30/2024	150.00	.00	150.00	Multiple	Multiple
Total 3529:					1,248.13	.00	1,248.13		
3701	Edgeton, Wayne	CELL PHON	cell phone case reimb-sts	10/01/2024	43.26	.00	43.26	Multiple	Multiple

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3701:					43.26	.00	43.26		
3820	Enviro-Chem Analytical, In	14170927	lab tests-Acry,TPH,Areseni	09/01/2024	2,016.60	.00	2,016.60	Multiple	Multiple
		14170954	wwtp lab tests-TRA,TPH,a	09/01/2024	709.80	.00	709.80	Multiple	Multiple
Total 3820:					2,726.40	.00	2,726.40		
4253	Freedom Mailing Service, I	48870	09.2024 util bills-water	10/04/2024	345.12	.00	345.12	Multiple	Multiple
		48870	09.2024 util bills-trash	10/04/2024	100.00	.00	100.00	Multiple	Multiple
		48870	09.2024 util bills-w/water	10/04/2024	345.12	.00	345.12	Multiple	Multiple
Total 4253:					790.24	.00	790.24		
4273	Frontier Paving Inc.	38847	asphalt milling & overlay-st	09/01/2024	395,948.60	.00	395,948.60	57746	10/24/2024
Total 4273:					395,948.60	.00	395,948.60		
4323	Gallegos, Maria D	092724	cleaning PD 08.17, 08.31,	09/27/2024	150.00	.00	150.00	Multiple	Multiple
		092724	cleaning TH 08.10, 08.17,	09/27/2024	490.00	.00	490.00	Multiple	Multiple
Total 4323:					640.00	.00	640.00		
4341	Galls, LLC	029100030	uniform for Alcorts, J-ps	09/17/2024	159.90	.00	159.90	Multiple	Multiple
Total 4341:					159.90	.00	159.90		
4377	Garcia, Samuel & Leticia	NOVEMBER	11.2024 parking lot rent	10/09/2024	500.00	.00	500.00	Multiple	Multiple
Total 4377:					500.00	.00	500.00		
4465	Garfield County Treasurer	314622	clean up day e-waste	10/21/2024	2,425.00	.00	2,425.00	57747	10/24/2024
		314641	dump days-auto tires-trash	10/21/2024	723.00	.00	723.00	57747	10/24/2024
		314668	dump days-auto tires-trash	10/21/2024	595.00	.00	595.00	57747	10/24/2024
Total 4465:					3,743.00	.00	3,743.00		
4493	Garfield Steel & Mach. Inc	00116837	crosswalk sign poles-AGN	10/02/2024	483.76	.00	483.76	Multiple	Multiple
Total 4493:					483.76	.00	483.76		
4690	Glenwood Springs Recreati	GWS GAME	NFL flag fall 2024-officials-r	10/14/2024	360.00	.00	360.00	57748	10/24/2024
Total 4690:					360.00	.00	360.00		
4861	Grainger	9261130422	dual cheeks exhst fan-wtr	09/25/2024	139.93	.00	139.93	57749	10/24/2024
		9261130422	dual cheeks exhst fan-wtr	09/25/2024	1,199.50	.00	1,199.50	57749	10/24/2024
Total 4861:					1,339.43	.00	1,339.43		
4877	Grand Junction Pipe	1553397-1	fittings & valve-Raw Water	09/24/2024	347.62	.00	347.62	57750	10/24/2024
		1560815	valve-Raw Water Irrigation-	09/30/2024	21.40	.00	21.40	Multiple	Multiple
Total 4877:					369.02	.00	369.02		
4928	Great Expectations	2024 GRANT	2024 grants round 2	10/18/2024	500.00	.00	500.00	57751	10/24/2024

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 4928:					500.00	.00	500.00		
5057	Hach Company	14190569	SC4500 controller x 2-Dige	09/18/2024	6,860.00	.00	6,860.00	Multiple	Multiple
		14198155	float mount kits-Digester BI	09/24/2024	4,396.00	.00	4,396.00	Multiple	Multiple
Total 5057:					11,256.00	.00	11,256.00		
5349	High Country Volunteers	2024 GRANT	2024 grants round 2	10/18/2024	1,000.00	.00	1,000.00	57752	10/24/2024
Total 5349:					1,000.00	.00	1,000.00		
5562	Hunstad, Cody	BOOTS REI	boots reimbursement-sts	10/08/2024	184.49	.00	184.49	Multiple	Multiple
Total 5562:					184.49	.00	184.49		
5593	Hy-Way Feed & Ranch Su	2103956	bentonite-Raw Water Irrig-	09/12/2024	150.00	.00	150.00	Multiple	Multiple
		PAID W CC 2	weed spray-sts	09/01/2024	130.00-	.00	130.00-	Multiple	Multiple
		RETURN S1	beaver trap-pks	09/01/2024	12.50-	.00	12.50-	Multiple	Multiple
		RETURN S1	beaver trap-wtr	09/01/2024	12.50-	.00	12.50-	Multiple	Multiple
		S159640	herb mad dog-pks	09/01/2024	65.00	.00	65.00	Multiple	Multiple
Total 5593:					60.00	.00	60.00		
5633	Impressions of Aspen Inc.	44231	rulers, folders-admin	09/25/2024	4.88	.00	4.88	Multiple	Multiple
		44231	folders-muni crt	09/25/2024	23.33	.00	23.33	Multiple	Multiple
		44231	folders-wtr	09/25/2024	23.33	.00	23.33	Multiple	Multiple
		44231	folders-wwtr	09/25/2024	23.33	.00	23.33	Multiple	Multiple
		44395	calendars 2025-admin	10/14/2024	178.04	.00	178.04	57754	10/24/2024
		44396	calendars 2025-wtr	10/14/2024	229.21	.00	229.21	57754	10/24/2024
		44396	calendars 2025-wwtr	10/14/2024	229.20	.00	229.20	57754	10/24/2024
		44397	calendars 2025-ps	10/14/2024	196.87	.00	196.87	57754	10/24/2024
		44398	calendars 2025-admin	10/14/2024	56.36	.00	56.36	57754	10/24/2024
Total 5633:					964.55	.00	964.55		
5681	Innermountain Dist. Co.	2145355	toilet paper-rec	09/27/2024	120.84	.00	120.84	Multiple	Multiple
		2145381	trash bags-rec	10/02/2024	89.65	.00	89.65	Multiple	Multiple
		6017712	trash bags-parks	10/21/2024	172.15	.00	172.15	57755	10/24/2024
Total 5681:					382.64	.00	382.64		
5688	Insight Building Code Cons	24018	3rd party building inspector	10/01/2024	315.00	.00	315.00	Multiple	Multiple
Total 5688:					315.00	.00	315.00		
5856	Jennings, Cathy	OVERPAYM	overpayment-closing-wtr	10/04/2024	118.78	.00	118.78	Multiple	Multiple
		OVERPAYM	overpayment-closing-wwtr	10/04/2024	118.77	.00	118.77	Multiple	Multiple
Total 5856:					237.55	.00	237.55		
6002	Journey Home Animal Car	224	kennel expenses-ps	09/11/2024	150.00	.00	150.00	Multiple	Multiple
Total 6002:					150.00	.00	150.00		
6500	LeMoine & Graves, P.C.	8000	09.2024 judicial services-m	10/01/2024	1,000.00	.00	1,000.00	Multiple	Multiple

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 6500:					1,000.00	.00	1,000.00		
6577	Literacy Outreach	2024 GRANT	2024 grants round 2	10/18/2024	750.00	.00	750.00	57756	10/24/2024
Total 6577:					750.00	.00	750.00		
6693	Lowes Business Acct/SYN	033027 6 09/	office shades-admin	09/17/2024	141.30	.00	141.30	57757	10/24/2024
		033027 6 09/	paint brush & paint-sts	09/17/2024	10.40	.00	10.40	57757	10/24/2024
		033027 6 09/	pipe fittings-wtr	09/17/2024	8.07	.00	8.07	57757	10/24/2024
		033027 6 09/	fittings-wtr	09/17/2024	63.27	.00	63.27	57757	10/24/2024
		033027 6 09/	survey stakes-wwtr	09/17/2024	10.43	.00	10.43	57757	10/24/2024
		033027 6 10/	shades for Rochelle-admin	10/17/2024	145.24	.00	145.24	57757	10/24/2024
		033027 6 10/	paint & supplcs-pks	10/17/2024	258.82	.00	258.82	57757	10/24/2024
		033027 6 10/	parts-wtr	10/17/2024	198.22	.00	198.22	57757	10/24/2024
		033027 6 10/	heater refund-wtr	10/17/2024	52.23-	.00	52.23-	57757	10/24/2024
		033027 6 10/	electrical parts-wwtr	10/17/2024	127.79	.00	127.79	57757	10/24/2024
		033027 6 10/	trailer supp-wwtr	10/17/2024	68.38	.00	68.38	57757	10/24/2024
		033027 6 10/	tools-wwtr	10/17/2024	160.83	.00	160.83	57757	10/24/2024
Total 6693:					1,140.52	.00	1,140.52		
7345	Micro Plastics	150109	name plate for Curry, S-ps	09/26/2024	27.29	.00	27.29	Multiple	Multiple
		150216	name plate holders-admin	10/09/2024	45.47	.00	45.47	57758	10/24/2024
		150216	name plate for Cox, K-rec	10/09/2024	19.97	.00	19.97	57758	10/24/2024
Total 7345:					92.73	.00	92.73		
7593	Mountain Chevrolet LLC	5029640 1	tailgate latch-rec	10/02/2024	131.29	.00	131.29	Multiple	Multiple
Total 7593:					131.29	.00	131.29		
7637	Mountain Waste & Recyclin	5605378	09.2024 residential trash s	10/01/2024	51,064.95	.00	51,064.95	Multiple	Multiple
		5606987V32	09.2024 trash-th	10/01/2024	40.98	.00	40.98	Multiple	Multiple
		5606987V32	09.2024 trash-ps	10/01/2024	160.00	.00	160.00	Multiple	Multiple
		5606987V32	09.2024 trash-rec	10/01/2024	171.10	.00	171.10	Multiple	Multiple
		5606987V32	09.2024 trash-pwf	10/01/2024	386.16	.00	386.16	Multiple	Multiple
		5606987V32	09.2024 porta jons-wwtr	10/01/2024	1,246.00	.00	1,246.00	Multiple	Multiple
		5606987V32	09.2024 trash-wwtr	10/01/2024	138.80	.00	138.80	Multiple	Multiple
		5612739V32	09.2024 addl porta jon for	10/01/2024	306.00	.00	306.00	Multiple	Multiple
		5612740V32	09.2024 addl porta john at	10/01/2024	280.00	.00	280.00	Multiple	Multiple
Total 7637:					53,793.99	.00	53,793.99		
7781	Nalco Company	6602961014	coag-wtp	09/26/2024	6,824.28	.00	6,824.28	57759	10/24/2024
Total 7781:					6,824.28	.00	6,824.28		
8357	Paper Wise	000151-R-00	paper shredding-admin	10/01/2024	80.00	.00	80.00	Multiple	Multiple
Total 8357:					80.00	.00	80.00		
8641	Pitney Bowes - Purchase P	10042024	postage-b&p	09/08/2024	541.91	.00	541.91	10062024	10/24/2024
		10042024	postage-admin	09/08/2024	163.34	.00	163.34	10062024	10/24/2024
Total 8641:					705.25	.00	705.25		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
8646	SunCentral	861F81DF	08.2024 solar-admin	10/01/2024	64.66	.00	64.66	Multiple	Multiple
		861F81DF	08.2024 solar-rec	10/01/2024	211.29	.00	211.29	Multiple	Multiple
		861F81DF	08.2024 solar-pks	10/01/2024	60.41	.00	60.41	Multiple	Multiple
		861F81DF	08.2024 solar-sts	10/01/2024	94.02	.00	94.02	Multiple	Multiple
		861F81DF	08.2024 solar-sts lights	10/01/2024	244.30	.00	244.30	Multiple	Multiple
		861F81DF	08.2024 solar-town hall	10/01/2024	64.65	.00	64.65	Multiple	Multiple
		861F81DF	08.2024 solar-wtr	10/01/2024	3,397.79	.00	3,397.79	Multiple	Multiple
		861F81DF	08.2024 solar-raw water	10/01/2024	781.63	.00	781.63	Multiple	Multiple
		861F81DF	08.2024 solar-town hall	10/01/2024	64.65	.00	64.65	Multiple	Multiple
		861F81DF	08.2024 solar-wwtr	10/01/2024	11,142.91	.00	11,142.91	Multiple	Multiple
		861F81DF	08.2024 solar-south utilities	10/01/2024	62.11	.00	62.11	Multiple	Multiple
Total 8646:					16,188.42	.00	16,188.42		
8660	Playground Boss LLC	061924-2376	Kay Williams Playground-F	10/01/2024	54,862.00	.00	54,862.00	57760	10/24/2024
Total 8660:					54,862.00	.00	54,862.00		
9393	River Bridge Regional Cent	2024 GRANT	2024 grants round 2	10/18/2024	2,000.00	.00	2,000.00	57761	10/24/2024
Total 9393:					2,000.00	.00	2,000.00		
9833	Salt Lake Wholesale Sport	100772	ammo-ps	10/18/2024	239.00	.00	239.00	57762	10/24/2024
Total 9833:					239.00	.00	239.00		
9842	Sampley, Emily	INTERVAL T	interval training 09.24-10.0	10/07/2024	651.00	.00	651.00	Multiple	Multiple
		INTERVAL T	interval training 10.08-10.2	10/21/2024	119.00	.00	119.00	57763	10/24/2024
		YOUTH TEN	intro to youth tennis-rec	09/23/2024	160.00	.00	160.00	Multiple	Multiple
Total 9842:					930.00	.00	930.00		
9906	SavATree LLC	000637792	tree removal 3rd and 4th st	10/08/2024	9,675.00	.00	9,675.00	Multiple	Multiple
Total 9906:					9,675.00	.00	9,675.00		
9945	Schmueser, Gordon, Meyer	93128A-371	08.2024 eng fees-Deer Vall	08/30/2024	497.50	.00	497.50	Multiple	Multiple
		93128A-371	08.2024 eng fees-Eagle Ri	08/30/2024	1,094.50	.00	1,094.50	Multiple	Multiple
		93128A-371	08.2024 eng svcs-CVRI Fili	08/30/2024	298.50	.00	298.50	Multiple	Multiple
		93128A-371	08.2024 eng fees-R2 final	08/30/2024	696.50	.00	696.50	Multiple	Multiple
		93128A-371	08.2024 eng svcs-Xcel po	08/30/2024	199.00	.00	199.00	Multiple	Multiple
		93128A-371	08.2024 eng svcs-Coal Se	08/30/2024	1,542.25	.00	1,542.25	Multiple	Multiple
		93128A-371	08.2024 eng fees-wtr dedic	08/30/2024	398.00	.00	398.00	Multiple	Multiple
		93128A-371	08.2024 eng svcs-Grand H	08/30/2024	597.00	.00	597.00	Multiple	Multiple
		93128A-371	08.2024 eng svcs-Elk Cree	08/30/2024	199.00	.00	199.00	Multiple	Multiple
		93128A-371	08.2024 eng svcs-Raw Wat	08/30/2024	563.50	.00	563.50	Multiple	Multiple
		93128A-371	08.2024 eng svcs-south sid	08/30/2024	497.50	.00	497.50	Multiple	Multiple
		93128A-372	09.2024 eng svcs-CVRI Fili	09/30/2024	99.50	.00	99.50	Multiple	Multiple
		93128A-372	09.2024 eng fees-R2 final	09/30/2024	99.50	.00	99.50	Multiple	Multiple
		93128A-372	09.2024 eng fees-Eagle Ri	09/30/2024	696.50	.00	696.50	Multiple	Multiple
		93128A-372	09.2024 eng svcs-Grand H	09/30/2024	199.00	.00	199.00	Multiple	Multiple
		93128A-372	09.2024 eng svcs-Raw Wat	09/30/2024	5,798.00	.00	5,798.00	Multiple	Multiple
Total 9945:					13,475.75	.00	13,475.75		
10268	SmartForce Technologies, I	QUOTE 2024	13 users @ 50% price for 1	10/03/2024	649.87	.00	649.87	57765	10/24/2024

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 10268:					649.87	.00	649.87		
10382	Source Management Inc.	4944653-1	ink-rec	09/01/2024	130.88	.00	130.88	57766	10/24/2024
		4954393-0	ink-rec	10/10/2024	382.80	.00	382.80	57766	10/24/2024
Total 10382:					513.68	.00	513.68		
10879	Texas Life Insurance Comp	SM0F2R202	10.2024 premium - supp lif	10/23/2024	11.95	.00	11.95	57767	10/24/2024
Total 10879:					11.95	.00	11.95		
10981	Timber Line Elect. & Contr	22371	progress billing-Digester BI	10/10/2024	11,252.42	.00	11,252.42	57768	10/24/2024
Total 10981:					11,252.42	.00	11,252.42		
11135	Trevizo, Mirelia	CLEANING 0	cleaning 09.29 & 10.06.202	10/07/2024	150.00	.00	150.00	Multiple	Multiple
		CLEANING 1	cleaning 10.13 & 10.20.202	10/21/2024	150.00	.00	150.00	57769	10/24/2024
Total 11135:					300.00	.00	300.00		
11321	USA Bluebook	INV0048293	lab suppl-es-wwtr	09/13/2024	252.55	.00	252.55	Multiple	Multiple
		INV0048519	uniform Perkins, J-wtr	09/16/2024	23.45	.00	23.45	Multiple	Multiple
		INV0048523	lab suppl-es-wwtr	09/16/2024	1,200.86	.00	1,200.86	Multiple	Multiple
		INV0048736	lab tests-wwtr	09/18/2024	29.15	.00	29.15	Multiple	Multiple
		INV0048858	lab tests-wwtr	09/19/2024	32.20	.00	32.20	Multiple	Multiple
		INV0049573	boots for Perkins, Justin-w	09/26/2024	179.99	.00	179.99	57770	10/24/2024
		INV0050645	sample cells-wtr	10/07/2024	558.35	.00	558.35	57770	10/24/2024
Total 11321:					2,276.55	.00	2,276.55		
11345	Utility Notification Center-C	224091006	09.2024 locates-wtr	09/30/2024	36.12	.00	36.12	Multiple	Multiple
		224091006	09.2024 locates-w/wtr	09/30/2024	36.12	.00	36.12	Multiple	Multiple
Total 11345:					72.24	.00	72.24		
11493	Verizon Wireless	9975422949	10.2024 cell phones-b&p	10/03/2024	81.44	.00	81.44	57771	10/24/2024
		9975422949	10.2024 cell phones-admin	10/03/2024	42.97	.00	42.97	57771	10/24/2024
		9975422949	10.2024 cell phones-ps	10/03/2024	548.53	.00	548.53	57771	10/24/2024
		9975422949	10.2024 cell phones-rec	10/03/2024	80.73	.00	80.73	57771	10/24/2024
		9975422949	10.2024 cell phones-pks	10/03/2024	180.28	.00	180.28	57771	10/24/2024
		9975422949	10.2024 cell phones-sts	10/03/2024	242.90	.00	242.90	57771	10/24/2024
		9975422949	10.2024 cell phones-water	10/03/2024	106.37	.00	106.37	57771	10/24/2024
		9975422949	10.2024 cell phones-w/wat	10/03/2024	106.37	.00	106.37	57771	10/24/2024
Total 11493:					1,389.59	.00	1,389.59		
11589	Wagner Rents	C7893701	roller-Raw Water Irrig-FML	09/30/2024	3,157.79	.00	3,157.79	Multiple	Multiple
		C7898501	excavator-Raw Water Irrig-	09/30/2024	8,099.82	.00	8,099.82	Multiple	Multiple
Total 11589:					11,257.61	.00	11,257.61		
11917	Western Slope Materials, L	64947	road base-Raw Water Irrig-	10/12/2024	1,228.51	.00	1,228.51	57772	10/24/2024
		64948	road base-Raw Water Irrig-	10/12/2024	1,508.95	.00	1,508.95	57772	10/24/2024
Total 11917:					2,737.46	.00	2,737.46		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
12185	Xcel Energy (Main)	53-1025287-	07.2024 utilities-pks	09/01/2024	113.30	.00	113.30	Multiple	Multiple
		53-1025287-	07.2024 utilities-sts	09/01/2024	113.30	.00	113.30	Multiple	Multiple
		53-1025287-	07.2024 utilities-sts lights	09/01/2024	27.77	.00	27.77	Multiple	Multiple
		53-1025287-	07.2024 utilities-wtr	09/01/2024	113.30	.00	113.30	Multiple	Multiple
		53-1025287-	07.2024 utilities-raw water	09/01/2024	1,538.35	.00	1,538.35	Multiple	Multiple
		53-1025287-	07.2024 utilities-wwtr	09/01/2024	113.30	.00	113.30	Multiple	Multiple
		53-1025287-	08.2024 utilities-admin	09/01/2024	91.04	.00	91.04	Multiple	Multiple
		53-1025287-	08.2024 utilities-rec	09/01/2024	1,182.89	.00	1,182.89	Multiple	Multiple
		53-1025287-	08.2024 utilities-pks	09/01/2024	183.07	.00	183.07	Multiple	Multiple
		53-1025287-	08.2024 utilities-sts	09/01/2024	37.02	.00	37.02	Multiple	Multiple
		53-1025287-	08.2024 utilities-sts lights	09/01/2024	6,884.93	.00	6,884.93	Multiple	Multiple
		53-1025287-	08.2024 utilities-town hall	09/01/2024	91.04	.00	91.04	Multiple	Multiple
		53-1025287-	08.2024 utilities-wtr	09/01/2024	2,231.99	.00	2,231.99	Multiple	Multiple
		53-1025287-	08.2024 utilities-raw water	09/01/2024	3,360.78	.00	3,360.78	Multiple	Multiple
		53-1025287-	08.2024 utilities-town hall	09/01/2024	91.04	.00	91.04	Multiple	Multiple
		53-1025287-	08.2024 utilities-wwtr	09/01/2024	33,520.65-	.00	33,520.65-	Multiple	Multiple
		53-1025287-	08.2024 utilities-south utili	09/01/2024	226.06	.00	226.06	Multiple	Multiple
		53-1025287-	08.2024 utilities-pks	09/05/2024	47.42	.00	47.42	Multiple	Multiple
		53-1025287-	08.2024 utilities-sts	09/05/2024	47.42	.00	47.42	Multiple	Multiple
		53-1025287-	08.2024 utilities-wtr	09/05/2024	3,817.66	.00	3,817.66	Multiple	Multiple
		53-1025287-	08.2024 utilities-raw water	09/05/2024	556.84	.00	556.84	Multiple	Multiple
		53-1025287-	08.2024 utilities-wwtr	09/05/2024	8,645.38	.00	8,645.38	Multiple	Multiple
		53-1025287-	09.2024 utilities-admin	09/26/2024	44.40	.00	44.40	Multiple	Multiple
		53-1025287-	09.2024 utilities-rec	09/26/2024	510.57	.00	510.57	Multiple	Multiple
		53-1025287-	09.2024 utilities-pks	09/26/2024	117.94	.00	117.94	Multiple	Multiple
		53-1025287-	09.2024 utilities-sts	09/26/2024	36.72	.00	36.72	Multiple	Multiple
		53-1025287-	09.2024 utilities-sts lights	09/26/2024	3,484.51	.00	3,484.51	Multiple	Multiple
		53-1025287-	09.2024 utilities- town hall	09/26/2024	44.39	.00	44.39	Multiple	Multiple
		53-1025287-	09.2024 utilities-wtr	09/26/2024	3,010.54	.00	3,010.54	Multiple	Multiple
		53-1025287-	09.2024 utilities-raw water	09/26/2024	1,247.19	.00	1,247.19	Multiple	Multiple
		53-1025287-	09.2024 utilities-town hall	09/26/2024	44.39	.00	44.39	Multiple	Multiple
		53-1025287-	09.2024 utilities-wwtr	09/26/2024	3,720.76-	.00	3,720.76-	Multiple	Multiple
		53-1025287-	09.2024 utilities-south utili	09/26/2024	146.40	.00	146.40	Multiple	Multiple
		53-1025287-	09.2024 utilities-pks	09/30/2024	28.25	.00	28.25	Multiple	Multiple
		53-1025287-	09.2024 utilities-sts	09/30/2024	28.25	.00	28.25	Multiple	Multiple
		53-1025287-	08.2024 utilities-wtr	09/30/2024	28.24	.00	28.24	Multiple	Multiple
		53-1025287-	08.2024 utilities-raw water	09/30/2024	577.52	.00	577.52	Multiple	Multiple
		53-1025287-	08.2024 utilities-wwtr	09/30/2024	28.24	.00	28.24	Multiple	Multiple
Total 12185:					1,650.04	.00	1,650.04		
12186	Xcel Energy (Evidence Bay	53-00136920	09.2024 utilities-Evidence	09/19/2024	51.65	.00	51.65	Multiple	Multiple
Total 12186:					51.65	.00	51.65		
12193	Xpress Bill Pay	INV-XPR015	09.2024 cc fees-wtr	09/30/2024	462.10	.00	462.10	10052024	10/05/2024
		INV-XPR015	09.2024 cc fees-w/wtr	09/30/2024	462.10	.00	462.10	10052024	10/05/2024
Total 12193:					924.20	.00	924.20		
12213	Broadvoice	851223	10.2024 phone svc-admin	10/12/2024	356.77	.00	356.77	57741	10/24/2024
		851223	10.2024 phone svc-ps	10/12/2024	142.37	.00	142.37	57741	10/24/2024
		851223	10.2024 phone svc-rec	10/12/2024	87.61	.00	87.61	57741	10/24/2024
		851223	10.2024 phone svc-pks	10/12/2024	65.71	.00	65.71	57741	10/24/2024
		851223	10.2024 phone svc-sts	10/12/2024	65.71	.00	65.71	57741	10/24/2024
		851223	10.2024 phone svc-wtr	10/12/2024	269.13	.00	269.13	57741	10/24/2024
		851223	10.2024 phone svc-wwtr	10/12/2024	269.13	.00	269.13	57741	10/24/2024

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 12213:					1,256.43	.00	1,256.43		
12233	Your Parts Haus	758881	batteries-ps	09/17/2024	224.59	.00	224.59	Multiple	Multiple
		760261	brush head-wtr	09/30/2024	13.25	.00	13.25	Multiple	Multiple
		760664	auto parts-ps	10/03/2024	14.26	.00	14.26	57774	10/24/2024
Total 12233:					252.10	.00	252.10		
12281	Zehren and Associates, Inc	0025024	round-a-bout-phase 1,2,3,4	10/18/2024	2,974.40	.00	2,974.40	57775	10/24/2024
Total 12281:					2,974.40	.00	2,974.40		
12374	IronEdge Group	IEG-47861	comp hard drive-ps	09/16/2024	1,215.06	.00	1,215.06	Multiple	Multiple
		IEG-48013	IT support svcs-b&p	10/01/2024	573.82	.00	573.82	Multiple	Multiple
		IEG-48013	IT support svcs-admin	10/01/2024	683.42	.00	683.42	Multiple	Multiple
		IEG-48013	IT support svcs-ps	10/01/2024	618.95	.00	618.95	Multiple	Multiple
		IEG-48013	IT support svcs-rec	10/01/2024	651.19	.00	651.19	Multiple	Multiple
		IEG-48013	IT support svcs-pks	10/01/2024	573.82	.00	573.82	Multiple	Multiple
		IEG-48013	IT support svcs-sts	10/01/2024	696.32	.00	696.32	Multiple	Multiple
		IEG-48013	IT support svcs-wtr	10/01/2024	1,328.16	.00	1,328.16	Multiple	Multiple
		IEG-48013	IT support svcs-w/wtr	10/01/2024	1,321.72	.00	1,321.72	Multiple	Multiple
Total 12374:					7,662.46	.00	7,662.46		
12449	Holton, Jennifer	TAI CHI 09.2	tai chi 09.24-10.07.2024-re	10/07/2024	135.00	.00	135.00	Multiple	Multiple
		TAI CHI 10.0	tai chi 10.08-10.21.2024-re	10/15/2024	45.00	.00	45.00	57753	10/24/2024
Total 12449:					180.00	.00	180.00		
12794	Xerox Financial Services	6331294	copier lease & prints-b&p	10/10/2024	120.68	.00	120.68	57773	10/24/2024
		6331294	copier lease & prints- admi	10/10/2024	120.67	.00	120.67	57773	10/24/2024
		6331294	copier lease & prints-rec	10/10/2024	120.68	.00	120.68	57773	10/24/2024
		6331294	copier lease & prints-water	10/10/2024	120.68	.00	120.68	57773	10/24/2024
		6331294	copier lease & prints-w/wat	10/10/2024	120.68	.00	120.68	57773	10/24/2024
		6331295	copier lease & prints-ps	10/10/2024	187.24	.00	187.24	57773	10/24/2024
Total 12794:					790.63	.00	790.63		
12854	Shaw, Candice	LUNCH BUN	lunch bunch 09.09, 09.16,	09/23/2024	120.00	.00	120.00	Multiple	Multiple
		LUNCH BUN	lunch bunch 09.30 & 10.07.	10/07/2024	80.00	.00	80.00	Multiple	Multiple
		LUNCH BUN	lunch bunch 10.14 & 10.21.	10/21/2024	80.00	.00	80.00	57764	10/24/2024
Total 12854:					280.00	.00	280.00		
Grand Totals:					699,850.94	.00	699,850.94		

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

Submit to Local Licensing Authority

STOP N SAVE #12
2492 INDUSTRIAL BLVD
Grand Junction CO 81505

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	346.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.



Paid by check

Uploaded to MoveIt on Date



Paid Online

Licensee Name

FEATHER PETROLEUM CO

Doing Business As Name (DBA)

STOP N SAVE #12

Liquor License Number

04-41335-0018

License Type

Fermented Malt Beverage and Wine (city)

Sales Tax License Number

004413350018

Expiration Date

01/21/2025

Due Date

12/07/2024

Business Address

Street Address

791 BURNING MT AVENUE

Phone Number

9702425205

City, State, ZIP Code

New Castle CO 81647

Mailing Address

Street Address

2492 INDUSTRIAL BLVD

City, State, ZIP Code

Grand Junction CO 81505

Email

lbroadbent@featherpetro.com

Operating Manager

Date of Birth

Donette Renee Ball

09-04-1964

Home Address

Street Address		Phone Number
		970-984-2947
City	State	ZIP Code
	CO	81652

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No
- Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease
10-31-2025
-
1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No
- If yes, please see the table in the upper right hand corner and include all fees due.
-
2. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No
- (**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)
- If selecting 'Yes', an additional \$11.00 is required to renew the permit.
- If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery
-
3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No
- Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ☐ Yes ☒ No
-
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No
- If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Ryan Johnson

Title

Vp of Finance

Signature

Ry Johnson

Date (MM/DD/YY)

10/22/2024

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Name (Individual/Business)

Feather Petroleum Company

Social Security Number/Tax Identification Number

84-0746271

Home Phone Number

Business/Work Phone Number

970-242-5205

Street Address

2492 Industrial Blvd.

City

Grand Junction

State ZIP Code

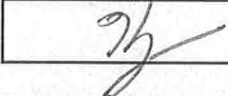
CO

81505

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

Kent Frieling

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



10-22-24

Privacy Act Statement

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

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

Tax Check Authorization, Waiver, and Request to Release Information

I, Kent Frieling

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

(the "Applicant/Licensee")

Feather Petroleum Company

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

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

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

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

Feather Petroleum Company, dba Stop 'n Save
2492 Industrial Blvd.
Grand Junction, CO 81505
Phone 970-242-5205

STORE LOCATION	Beer Lic #	STORE LOCATION	Beer Lic #
☐ Store #3 723 Horizon Dr Grand Junction, CO 81506	04413350003	☐ Store #21 PO Box 3287 78415 Highway 40 Winter Park, CO 80482	04413350021
☐ Store #12 791 Burning Mountain New Castle, CO 81647	04413350018	☐ Store #23 10 Meadow Park Drive Divide, CO 80814	4600604
☐ Store # 18 47 Edwards Village Blvd. Edwards, CO 81632	04413350016	☐ Store #26 548 U. S. Highway 24 South Buena Vista CO 81211	4600783

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

Submit to Local Licensing Authority

TAPATIOS
820 CASTLE VALLEY
BLVD. SUITE 101
New Castle CO 81647

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

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

TAPATIOS LLC

Doing Business As Name (DBA)

TAPATIOS

Liquor License Number

03-13939

License Type

Hotel & Restaurant (city)

Sales Tax License Number

944518460000

Expiration Date

11/30/2024

Due Date

10/16/2024

Business Address

Street Address

820 CASTLE VALLEY BLVD. SUITE 101

Phone Number

9709840711

City, State, ZIP Code

New Castle CO 81647

Mailing Address

Street Address

820 CASTLE VALLEY BLVD. SUITE 101

City, State, ZIP Code

New Castle CO 81647

Email

Tapatios NewCastle@gmail.com

Operating Manager

Esmeralda Cornejo

Date of Birth

04-20-1990

Home Address

Street Address		Phone Number
[REDACTED]		[REDACTED]
City	State	ZIP Code
[REDACTED]	Colorado	81635

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

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

4-30-2025

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

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

2. Are you renewing a takeout and/or delivery permit?..... ☒ Yes ☐ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

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

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

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

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

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Esmeralda Cornejo

Title

Owner

Signature

Esmeralda Cornejo

Date (MM/DD/YY)

10/1/24

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

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

Tax Check Authorization, Waiver, and Request to Release Information

I, Esmeralda Comejo

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

(the "Applicant/Licensee")

Tapatios LLC

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

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

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

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