

Posted: _____

Remove: _____



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 Virtual Meeting Tuesday, January 05, 2021, 7:00 PM

Starting times on the agenda are approximate and intended as a guide for Council. The starting times are subject to change by Council, as is the order of items on the agenda.

Due to concerns related to COVID-19, this meeting will be held as a virtual meeting only. The public is invited to attend.

[To join by computer, smart phone or tablet click HERE](#)

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

Items for Consideration

A. Update: Police Chief Tony Pagni (7:05 p.m.)

B. Update: Public Works Director John Wenzel (7:15 p.m.)

C. Discussion: 2021 Trash & Recycling Contract (7:25 p.m.)

D. Consider Resolution TC 2021-1 - A Resolution of the Town Council of the Town of New Castle, Colorado, Designating Public Notice Posting Places (7:45 p.m.)

E. Consider Resolution TC 2021-2 - A Resolution of the Town Council of the Town of New Castle, Colorado, Waiving the Requirement for Posting of Bonds by Certain Town Officers (7:50 p.m.)

F. Consider Resolution TC 2021-3 - A Resolution of the Town Council of the Town of New Castle, Colorado, Authorizing Bank Accounts and Signers on Bank Accounts (7:55 p.m.)

G. Consider Resolution TC 2021-4 - A Resolution of the Town Council of the Town of New Castle, Colorado, Approving a Memorandum of Understanding with Garfield County Senior Programs (8:00 p.m.)

Consent Agenda (8:10 p.m.)

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.

[December](#) 1, 2020 minutes

[December](#) 15, 2020 minutes

[December](#) Bills of \$556,340.23

[Spirit](#) Liquors Retail Liquor Store License Renewal

Staff Reports (8:15 p.m.)

Town Administrator

Town Clerk

Town Treasurer

Town Planner

Public Works Director

Commission Reports (8:25 p.m.)

Planning & Zoning Commission

Historic Preservation Commission

Climate and Environment Commission

Senior Program

RFTA

AGNC

GCE

EAB

Council Comments (8:35 p.m.)

Adjourn (8:45 p.m.)



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Memorandum

To: Mayor & Council
From: David Reynolds
Re: Agenda Items A & B: Department Head Reports
Date: 1-5-21

Purpose:

The purpose of Agenda Items A & B is to allow time for Police Chief Tony Pagni and Public Works Director John Wenzel to update Town Council on various 2020 accomplishments, as well as department projects and direction moving into year 2021.

2020
Quarterly Statistics Report

	1st QTR Jan - Mar	2nd QTR Apr - June	3rd QTR Jul-Sep	4th QTR Oct-Dec	2020 YTD	2019	2018	2017	2016	2015	2014
Assault Cases	3	0	2		5	13	12	7	20	12	18
Harassment Cases	4	3	3		10	22	23	26	21	29	29
Disorderly Conduct	0	2	1		3	7	9	7	8	14	9
Domestic Violence	4	6	4		14	23	12	15	24	21	17
Burglary Cases	1	2	0		3	6	4	8	7	13	4
Theft Cases	4	6	5		15	41	36	49	40	42	39
Sexual Assault Cases	0	0	0		0	6	5	2	5	3	6
DUI / DUID Cases	1	3	4		8	13	20	6	18	23	20
Trespass Cases	2	6	4		12	35	13	36	21	30	23
Child Abuse Cases	2	1	1		4	4	5	5	5	3	10
Animal Complaint Cases	1	1	2		4	14	25	29	30	116	551

Animal Complaint Calls	63	50	54		167	338	317	388	401	175	
Accident Calls	21	11	13		45	94	184	163	153	166	194
Agency Assist Calls	75	78	82		235	405	342	206	204	213	212
Traffic Stops	141	70	146		357	828	949	1093	1107	1063	1346

Civil / Citizen Assist Calls	46	55	112		213	312	501	598	696	692	824
House Watch Calls	0	0	0		0	6	7	11	17	4	15

Directed Patrol	34	8	31		73	297	327	464	432	936	1009
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Warrant Arrests	5	3	7		15	33	31	28	29	19	25
Adult Arrests	12	10	7		29	90	243	190	202	155	205
Juvenile Arrests	1	0	0		1	2	5	18	19	18	26

Yearly Totals	2020	2019	2018	2017	2016	2015	2014
Total Number of Cases		418	434	414	443	460	490
Total Number of Incidents		5178	5586	5894	5808	5762	6735

From Previous Year
Increase
Decrease
No Change



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Memorandum

To: Mayor & Council
From: David Reynolds
Re: Agenda Item: Review of Mountain Waste Agreement
Date: 1-5-21

Purpose:

The purpose of this agenda item is review proposed updates and amendments to the Town's current agreement for trash and recycling services with Mountain Waste and Recycling LLC. Mountain Waste representative Mike Hinkley and Town staff will provide details of the proposed updates.

See attached documents for details.

**AN AGREEMENT BY AND BETWEEN THE TOWN OF NEW CASTLE SANITATION
ENTERPRISE AND MOUNTAIN WASTE & RECYCLING, INC. FOR PROFESSIONAL
SERVICES**

1.0 PARTIES

This agreement ("Agreement") is made on August 2, 2016, by and between the Town of New Castle Sanitation Enterprise ("Town"), and Mountain Roll-Off, Inc., d/b/a Mountain Waste & Recycling, a Colorado Corporation ("Mountain Waste").

2.0 RECITALS AND PURPOSE

- 2.1 In March 2016, the Town published a Request for Proposals (RFP) for waste removal and recycling services within the Town limits as well as a RFP for cleaning, pumping, and rental of portable restrooms; and
- 2.2 The Town received various proposals in response to the RFPs. The Town Council voted to award the contract for both RFPs to MOUNTAIN WASTE as the lowest qualified responsive bidder, subject to the execution of a mutually acceptable agreement; and
- 2.3 MOUNTAIN WASTE represents that it has the special expertise and background necessary to provide the Town with waste removal and recycling and portable restroom services; and
- 2.4 The Town hereby desires to enter into an agreement with MOUNTAIN WASTE for the purpose of providing waste removal and recycling and portable restroom services for the Town.

3.0 SCOPE OF SERVICES

- 3.1 MOUNTAIN WASTE agrees to provide waste and recyclable material collection and removal services to the Town and to single-family residences within Town limits as described in this section. The specific details of said services are identified and explained in the selected portions of the Solid Waste Pick-up and Disposal Proposal attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 MOUNTAIN WASTE further agrees to clean, stock, and service Town-owned portable and vaulted restrooms as well as provide portable restroom leasing and servicing during Town-sponsored events. The specific details of said services are identified and explained in the selection portions of the Portable Restroom Proposal attached hereto as Exhibit B and incorporated herein by this reference.

3.3 RESIDENTIAL COLLECTION SERVICES

- a. MOUNTAIN WASTE shall perform waste and recyclable collection services once per week between the hours of 7:00 A.M. and 7:00 P.M. every Wednesday during the term of this Agreement. If a regularly-scheduled collection day is affected by a

holiday, MOUNTAIN WASTE may schedule a different weekday within the same week to provide the collection services. MOUNTAIN WASTE shall provide each resident in the Town, on no less than an annual basis, a calendar setting the collection schedule and providing contact information for MOUNTAIN WASTE. The calendar should clearly note any deviation from the normal Wednesday collection due to holidays. In the event MOUNTAIN WASTE needs to alter a collection day from what is reflected on the calendar MOUNTAIN WASTE must provide notice to the Town Clerk and every resident customer no later than two (2) weeks prior to the scheduled change. Notice may be in writing or through a phone system set up by MOUNTAIN WASTE and approved by the Town Administrator.

- b. Residential collection services shall be provided on a door-to-door basis. All trash and rubbish will be placed in a receptacle provided by and/or acceptable to MOUNTAIN WASTE. For trash and rubbish, MOUNTAIN WASTE will offer each resident the option of using one (1), customer-owned, thirty-two (32) gallon container or one (1), sixty-four (64) or ninety-six (96) gallon container provided by MOUNTAIN WASTE. MOUNTAIN WASTE will allow each resident to change their selection of container within the first sixty (60) days of commencement of service at no charge. Thereafter, MOUNTAIN WASTE will charge residents a switch fee of \$25.00 any time a resident changes their container size. MOUNTAIN WASTE shall also provide each residence one (1) 18-gallon recycling bin and a second 18-gallon recycling bin upon request at no additional cost. Residents may request additional recycling bins from MOUNTAIN WASTE, and MOUNTAIN WASTE will provide and service each additional bin at the cost of \$10.00 per additional bin per month with such costs to be billed directly to residents. MOUNTAIN WASTE shall establish a list of materials accepted for recycling and customer instructions for preparing the materials for recycling. MOUNTAIN WASTE may change the recycling materials list and preparation instructions only upon two (2) weeks prior notice to the Town Clerk and Town residents. MOUNTAIN WASTE will not provide clean-up service where trash, garbage, or recyclables have been scattered by animals or otherwise. Waste and recycling containers shall be placed at the curb, or where applicable, at the alley line, prior to the scheduled time for collection and shall be located at least 3 feet from any obstacle. MOUNTAIN WASTE shall have no obligation to pick up and empty any trash or recycling container located inside a fence or gate or across a ditch, within garages or other improvements, or otherwise not located at the curb or alley line as herein above required.
- c. MOUNTAIN WASTE will collect and dispose of three (3), 45-gallon bags of yard waste and organic debris per week per residence at no charge to residential customers. Residents can arrange for MOUNTAIN WASTE to pick-up any bulk item(s) listed in Exhibit A. Each household is entitled to two (2) free bulk item pick-ups per year and will be charged per bulk item collected thereafter. Residents can also arrange for MOUNTAIN WASTE to collect the electronic waste items listed in Exhibit A and shall be responsible for full payment of the costs associated therewith. MOUNTAIN WASTE reserves the right to discontinue e-waste collection and disposal in the event the local source for disposal thereof is eliminated.

- d. The residential collection services provided by MOUNTAIN WASTE shall not include the hauling of construction or remodeling materials, waste, or debris; automobile or truck parts; trees or large branches greater than two (2) inches in diameter; tree limb bundles greater than four (4) feet in length, two (2) feet in diameter, and 60 pounds in weight; commercial tree-trimming waste; or any other item so listed in Exhibit A.

3.4 TOWN WASTE COLLECTION SERVICES.

- a. MOUNTAIN WASTE shall provide waste and recycling receptacles of sizes of the Town's choosing provided for in Exhibit A and shall provide collection and disposal services for the same. As of the date of this Agreement the Town maintains a 2-yard cardboard recycling container outside of Town Hall at a rate of \$35.00 per month. Notwithstanding the rates set forth in Exhibit A for such a container and subject to Section 4.3 of this Agreement, MOUNTAIN WASTE agrees to the rate of \$35.00 per month for servicing said container.
- b. As of the date of this Agreement, the Town performs the work necessary to dispose of the biological solid waste from the Town's wastewater treatment plant. In the event the Town decides to transfer this service to MOUNTAIN WASTE during the term of this Agreement, MOUNTAIN WASTE agrees to remove and dispose of said biological solid waste at intervals requested by the Town at the price set forth in Exhibit A.
- c. As of the date of this Agreement, the Town does not maintain a central recycling center and does not expect to do so during the term of this Agreement. The Town nonetheless reserves the right to implement said service during the term of the Agreement, and MOUNTAIN WASTE agrees to provide and service two (2), 30-yard containers for that purpose. If the Town initiates a central recycling center, the Town shall be responsible for all fees associated therewith, including MOUNTAIN WASTE's fees for servicing the center as provided in Exhibit A and any additional processing or disposal fees charged by the disposal facility. Prior to initiating a central recycling center, the Town and MOUNTAIN WASTE shall meet and confer regarding proper maintenance, security, and operation of the facility.
- d. MOUNTAIN WASTE shall service two Town-wide "Clean Up Days" per year, which involves MOUNTAIN WASTE's placing one (1), 40-yard container at a Town-approved central location and hauling and transporting said container and its contents to the disposal facility. MOUNTAIN WASTE shall haul and dispose of the content of two (2), 40-yard containers per year at no charge to the Town. The Town shall be responsible for paying for any and all container removal and landfill fees beyond the two free pulls per year. By way of example, the Town can choose to use its two free hauls at the first Clean-Up Day or split them between the first and second Clean-Up Days. MOUNTAIN WASTE shall cooperate with the Town concerning outreach about the Clean-Up Day events.

- e. **MOUNTAIN WASTE** agrees to provide trash and recycling containers and collection service for each of the four annual events sponsored by the Town. The Town will attempt to coordinate the logistics of such services with **MOUNTAIN WASTE** at least one month in advance of each event.

3.5 PORTABLE AND VAULTED RESTROOM SERVICES

- a. **MOUNTAIN WASTE** agrees to, once per week, clean, empty, and restock all portable restrooms owned by the Town. As of the date of this Agreement, the Town owns five (5) portable restrooms. The parties acknowledge that said number may increase during the term of this Agreement.
- b. **MOUNTAIN WASTE** agrees to, once per week, clean and restock all vaulted restrooms owned by the Town. **MOUNTAIN WASTE** also agrees to empty and dispose of the biological waste from the restroom vaults as needed and upon request from the Town. The Town currently owns two vaulted restrooms and does not expect that number to increase during the term of this Agreement.
- c. **MOUNTAIN WASTE** agrees to service and lease to the Town both standard and ADA-compliant portable restrooms on a seasonal basis as needed and/or for special events sponsored by the Town. **MOUNTAIN WASTE** agrees to provide and service two (2) standard portable restrooms at no charge to the Town for the annual Burning Mountain Festival sponsored by the Town. **MOUNTAIN WASTE** will also provide wash stations for Town-sponsored events at no additional cost to the Town.

3.6 **MOUNTAIN WASTE** shall provide outreach and educational services consistent with the scope set forth in Exhibit A. Within fifteen (15) days of the date of this Agreement, **MOUNTAIN WASTE** shall provide an initial informational packet approved by Town staff to all Town residents in both Spanish and English.

3.7 **MOUNTAIN WASTE** agrees to furnish the best skill and judgment and to cooperate with the Town Administrator, Town Public Works Director, Town Engineer, Town Attorney, and other Town designees in furthering the interests of the Town.

4.0 COMPENSATION

4.1 Upon delivery to the residents of the Town of all waste and recycling containers referenced in Exhibit A and commencement of regular service, the Town shall pay **MOUNTAIN WASTE** for the collection services set forth herein at the rates listed in Exhibit A (excluding those prices associated with a 5-year contract). **MOUNTAIN WASTE** shall bill the Town in arrears on a monthly basis for basic residential and all Town-related waste and recycling collection services. Customer-specific charges such as additional recycling service and e-waste and bulk item collection will be billed by **MOUNTAIN WASTE** directly to the resident(s) requesting such services. The Town shall not be liable in any manner for collecting or paying any customer-specific charges or fees.

- 4.2 MOUNTAIN WASTE shall provide trash and recycling containers and collection services for Town-sponsored events at a cost of \$20 per container-yard per empty. By way of illustration only, if a 4-yard container is needed for a particular event, the cost to the Town of MOUNTAIN WASTE's providing the container, hauling it away, and disposing of its contents would be \$80 each time the container is emptied. The rate set forth in this Section 4.2 includes MOUNTAIN WASTE's rates as well as all landfill or disposal facility fees.
- 4.3 Upon execution of this Agreement, the Town shall pay MOUNTAIN WASTE for the monthly and as-needed portable and vaulted restroom services identified in this Agreement at the rates listed in Exhibit B (excluding rates listed for a 5-year contract). MOUNTAIN WASTE's providing and servicing ADA-compliant portable restrooms shall increase the rates set forth in Exhibit B by \$35.00 per unit. MOUNTAIN WASTE shall bill the Town in arrears on a monthly basis for said services.
- 4.4 Upon MOUNTAIN WASTE's written request to the Town and subsequent approval by the Town Council, the rates set forth in Exhibits A and B and in this Section 4 may be adjusted annually on each anniversary of the date of this Agreement by the increase, if any, in the CPI Denver Metro (All Items), but in no event shall the increase of any rate set forth in Exhibits A or B or this Section 4 be less than 2.5% nor more than 5%. MOUNTAIN WASTE shall make such written request at least thirty (30) days prior to each anniversary date and explain the basis for any requested increase.
- 4.5 As of the date of this Agreement, MOUNTAIN WASTE delivers its collected recyclable materials at the Eagle County Materials Recovery Facility ("Facility"). Notwithstanding Section 4.4 of this Agreement, if the Facility significantly increases its rates, closes, or otherwise refuses to accept MOUNTAIN WASTE's recycling materials, the Town agrees to consider, upon written request from MOUNTAIN WASTE, an increase in base rates or elimination of residential recyclable collection services. MOUNTAIN WASTE shall notify the Town as soon as possible upon its learning of the occurrence of any of the events identified in this Section 4.5.
- 4.6 In addition to the rates identified in Section 4 of this Agreement, on a monthly basis, the Town shall pay a fuel protection surcharge ("Surcharge") to MOUNTAIN WASTE based on the per-gallon cost of diesel fuel as shown on the chart found in Exhibit C, attached hereto; provided, however, that no Surcharge will be billed to the Town unless and until the weekly average cost of diesel fuel, calculated in accordance with this Subsection, reaches \$3.00 per gallon. The Surcharge billed to the Town prospectively on a quarterly basis will be based on the preceding quarter's average of the Rocky Mountain price of diesel fuel reported weekly by the Department of Energy in its retail On-Highway Prices index. The Surcharge assessed in a particular quarter will be the same for the duration of that quarter. MOUNTAIN WASTE is responsible for tracking diesel fuel prices and calculating and invoicing the Town for the appropriate Surcharge, if any.
- 4.7 At reasonable times during the term of this Agreement MOUNTAIN WASTE may petition the Town for adjustments in the base rates set forth herein based upon documented changes in the cost of doing business, such as revised laws or regulations,

changes in disposal locations, or changes in disposal fees. Any such increase must be approved by Town Council at a public meeting.

- 4.8 Any payment obligations of the Town for fiscal years after the year in which this Agreement is executed shall be subject to and contingent upon annual budgeting and appropriation of funds by the Town.

5.0 TERM

- 5.1 The MOUNTAIN WASTE's services under this Agreement shall commence on the date the Town Council approves this Agreement and shall continue for a period of three (3) calendar years from the date thereof unless earlier terminated by the parties as set forth herein ("Initial Term"). The parties shall have the option of renewing this Agreement for two consecutive one-year periods ("Renewal Period(s)"). If either party desires to renew this Agreement, said party shall provide written notice to the other within sixty (60) days of the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 5.1.

6.0 INSURANCE

- 6.1 MOUNTAIN WASTE and its subcontractors, if any, shall be required to carry, at their own expense, workers' compensation insurance, comprehensive general liability insurance, and vehicle liability insurance in amounts that match those set forth in the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, as are presently in effect or are later amended. Evidence of such insurance coverage is attached hereto and incorporated herein as Exhibit D. MOUNTAIN WASTE shall add the Town as an additional insured party to said policies. MOUNTAIN WASTE shall maintain this insurance coverage, at a minimum, for the Initial Term of this Agreement. Should this Agreement be extended for one or more Renewal Terms, MOUNTAIN WASTE's insurance shall be maintained during said Renewal Period(s). In the event of any changes to the attached coverages, including, but not limited to, changes to the vehicle fleet, MOUNTAIN WASTE shall provide the Town with a copy of the amended certificate(s) showing the Town as an additional insured within thirty (30) days of the change. On the anniversary date of each policy MOUNTAIN WASTE is required to maintain pursuant to this Agreement, MOUNTAIN WASTE shall provide the Town with certificates of insurance showing the Town as an additional insured.
- 6.2 The parties hereto understand and agree that Town is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* as amended from time to time or otherwise available to Town.

7.0 INDEMNIFICATION

- 7.1 MOUNTAIN WASTE agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against any liability, demands, and expenses, including reasonable court costs and attorney fees, on account of any injury, loss, or damage, which

arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by the negligent act, error or omission or other fault of MOUNTAIN WASTE or any officer or employee of MOUNTAIN WASTE or any subcontractor of MOUNTAIN WASTE or any other person for whom MOUNTAIN WASTE is directly responsible. The obligations of this Section 7 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Town or parties under the Town's control. This obligation shall survive the termination of this Agreement.

8.0 INDEPENDENT CONTRACTOR

8.1 MOUNTAIN WASTE shall be an independent contractor and not an agent or employee of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct MOUNTAIN WASTE as to details of doing work or to exercise a measure of control over the work mean that MOUNTAIN WASTE shall follow the direction of the Town as to end results of the work only. MOUNTAIN WASTE is obligated to pay all federal, state and local income tax or other applicable tax on any moneys earned or paid pursuant to this Agreement. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.

8.2 MOUNTAIN WASTE does not have the express or implied power to bind the Town in any manner except as directly related to the duties of this Agreement or without the express lawful consent of the Town Administrator.

9.0 ASSIGNMENT

9.1 MOUNTAIN WASTE shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the Town's prior written consent.

10.0 TERMINATION

10.1 This Agreement may be terminated by either party for material breach or default of this Agreement by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available.

10.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice to MOUNTAIN WASTE at least one hundred eighty (180) days in advance of the proposed termination date; provided, however, that the Town shall not have the right to terminate this Agreement pursuant to this Subsection for the purpose, without cause, of engaging a new company to be the sole provider within the Town of the services identified in this Agreement. In the event the Town properly terminates this Agreement pursuant to this Subsection, MOUNTAIN WASTE will be paid for the reasonable value of the services rendered to the date of termination, and upon such payment, all obligations of the Town to MOUNTAIN WASTE

or MOUNTAIN WASTE to the Town under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available.

- 10.3 Failure on the part of the Town to appropriate sufficient funds for the administration of this Agreement in any given year shall also serve to terminate this Agreement, and all prospective obligations of the parties under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available and shall not be construed as a waiver of MOUNTAIN WASTE's right to assert any claim against the Town that may be available under applicable law.
- 10.4 Neither party shall be liable to the other under this Agreement for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

11.0 REPORTS/INSPECTION/OPEN RECORDS

- 11.1 The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of MOUNTAIN WASTE and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.2 MOUNTAIN WASTE shall provide the Town with quarterly reports as described in Exhibit A and that include residential, industrial, and commercial data.
- 11.3 The Town is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents MOUNTAIN WASTE prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by MOUNTAIN WASTE. MOUNTAIN WASTE hereby waives any claims of any kind whatsoever against Town for the Town's compliance or attempted compliance with the provisions of the Open Records Act.

12.0 INTEGRATION AND AMENDMENT

- 12.1 This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

13.0 CONTROLLING LAW

- 13.1 This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for disputes arising under this Agreement shall be in the District Court for Garfield County, Colorado.

14.0 APPROPRIATION

- 14.1 No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Town to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Town to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

15.0 EMPLOYMENT OF OR CONTRACTING WITH ILLEGAL ALIENS

- 15.1 As used in this Agreement, the following words or phrases shall have the following meanings:

- a. Contractor means Mountain Waste & Recycling, Inc.
- b. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
- c. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

- 15.2. The Contractor shall not:

- a. Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
- b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

15.3. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

15.4. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1) of this paragraph 15.4 the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with an illegal alien.

15.5. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*

15.6. If Contractor violates this Attachment, the Town may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the Town for actual and consequential damages.

16.0 NOTICES

16.1 Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section 24.

TO TOWN: Town of New Castle
450 West Main Street
P.O. Box 90
New Castle, Colorado 81647
Attn: Town Administrator

With a copy to: David McConaughy, Esq.
Garfield & Hecht, P.C.
420 Seventh Street, Suite 100
Glenwood Springs, CO 81601

TO MOUNTAIN WASTE: Mountain Roll-Off, Inc. d/b/a Mountain Waste & Recycling
PO Box 999
Carbondale, Colorado 81623

SO AGREED and made effective as of the date set forth above.

TOWN
Town of New Castle
Sanitation Enterprise

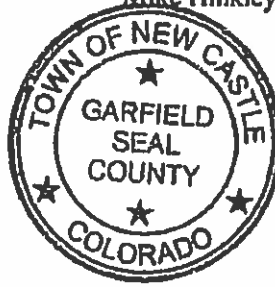
MOUNTAIN WASTE:

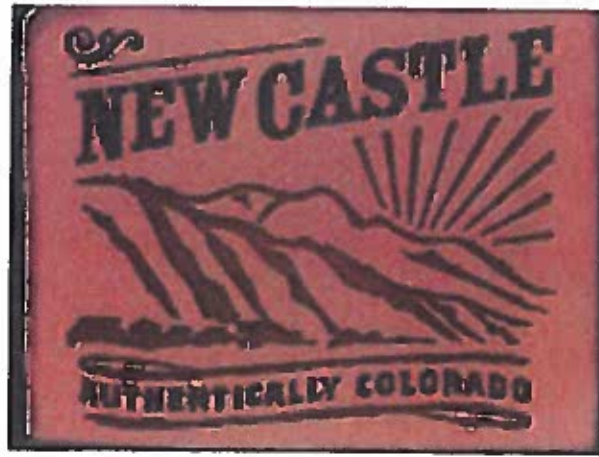
By: [Signature]
Title:

By: [Signature]
Mike Hinkley, District Manager

ATTEST:

[Signature]
Melody Harrison, Town Clerk





Solid Waste Pick-up and Disposal Proposal
TOWN OF NEW CASTLE COLORADO

RFP MUNICIPAL TRASH AND RECYCLING



April 21 2016

RECEIVED

APR 21 2016

TOWN OF
NEW CASTLE, CO
BUILDING DEPARTMENT



To: Town of New Castle
450 W Main St
New Castle, CO 81647

Mountain Waste and Recycling, Inc. is pleased to present our proposal for waste and recycling services to the Town of New Castle. In this proposal we will demonstrate that our team has the experience, understanding and knowledge to be a world class services and sustainability partner to the Town of New Castle.

In order to best serve the Town of New Castle we have compiled one of the waste industry's leading teams who bring decades of experience and expertise in the waste, recycling, sustainability and customer service industries. This proposal will highlight the following:

- Our comprehensive knowledge of solid waste collection, recycle collection and recyclables processing management
- Extensive special event management and sustainability
- A foundation of superior customer service
- A one (1) day per week collection strategy to streamline efficiency and the interaction with the residents of the Town of New Castle
- Our solution based methodology
- Educational programs for public awareness

Our team simply has the most knowledge to implement best practices and procedures that have proven successful in sites throughout the country, and most importantly, at home here in the Grand Valley. Each member brings his extensive personal experience and unsurpassed knowledge to this project. Each member of our team resides in the valley which means that when your team calls, we will answer the phone, and respond immediately without fail.

On behalf of Mountain Waste and Recycling, thank you for considering our qualifications. We look forward to speaking with you in depth. For further information I can be reached at (970)-340-7022 or via e-mail at mike.hinkley@mountainwaste.com

Respectfully,

Mike Hinkley

Mountain Waste and Recycling, Inc.

We have a superior local management team that includes people who have more than 70 years of cumulative waste and recycling expertise. Our focus is on exceeding customer expectations with regard to service, accountability and response.

The team begins with Scott Eden, who has 32 years of experience in all aspects of the industry gathered through his service in many areas of the country. He is supported by a team comprised of:

Mike Hinkley – District Manager: former local manager for Waste Management in Carbondale and 15 years of management in local transportation/service companies.

Herman Aardsma – Customer Experience Manager – former operations leader at Waste Management, MRI and other valley waste companies. Mr. Aardsma brings over 15 years of waste experience to the team along with the knowledge of collection methods and practices unique to this valley.

Jeremy Frees – Service Specialist – former MRI and Waste Management “go to” liaison recognized nationally for his management of major special events such as X Games, Food & Wine, U S Pro Cycling Challenge, and Jazz Aspen Snowmass.

Douglas Goldsmith -Service Specialist- former general manager Transit Waste & Recycling and the Bondad Landfill servicing the Four Corners area in Southwest Colorado. Mr. Goldsmith has more than 15 years’ experience managing municipalities contracts and events in Colorado

The team is unmatched by any competitor and deeply experienced, not only locally, but nationally.

Waste Disposal Services

Mountain Waste & Recycling will:

- Empty each container per the schedule
- Provide all equipment needed at each location
- Maintain all equipment at our expense
- Inspect all equipment semiannually to insure proper functionality of the equipment
- Maintain to the best of our ability, consistent pick-up times at each location throughout the year
- Work with the Town to provide service oriented information to customers and for developing and executing public education to encourage waste reduction and diversion.
- Provide educational outreach at least 4 times per year and follow the suggestions referenced in the RFP
- Provide information to every customer informing Town residents of the specifics of the trash and recyclables collection programs in both English and Spanish. Provide information to every customer informing Town residents of the specifics of the trash and recyclables collection programs in both English and Spanish.

Service Summary

Mountain Waste & Recycling will continue to service the Town of New Castle with a real Pay-As-You-Throw program designed to incentivize diversion and reward recycling. We created tiered pricing for trash collection. We will service the town with 96, 64 or 32 gallon trash containers, and 18 gallon recycle bins. Because residents have different size containers there will be different prices charged to each household based on the size of their container. This is done to incentivize greater participation in the recycling program to increase the towns' diversion rate.

The Town of New Castle is a proven leader of sustainable services, the Climate Action Advisory Commission continues to provide leadership and have a positive effect on the local environment.

Mountain Waste & Recycling will continue to service the entire Town of New Castle in one (1) day. One day per week service insures as little disruption to the community as possible as well as reducing truck emissions in the community.



Recyclable Materials and Containers

Residential Recycle will be serviced on the same day as trash service

BLUE CONTAINER: (Co-Mingled)



Glass: Consisting of clear and colored bottles

Plastics: #1's-#7's (plastics are identifiable by the triangle on the bottom container with the number on the inside.

Aluminum & Tin: (please rinse containers to ensure all food has been removed)

Items Not Accepted As Recycle:

Drinking glasses, windshields, Windowpanes, Mirrors, vases, aerosol cans, and plastic bags.

YELLOW CONTAINER: (Paper Products)



- Newsprint
- Magazines
- Paperboard- cereal boxes, beer cartons, soda cartons, etc.
- Cardboard- waxed and un-waxed, **MUST BE BROKEN DOWN**, 4'x4' is the largest size. Please place under the yellow bin
- Catalogs
- Phonebooks

We cannot pick up your recycle if it is contaminated with trash. Please contact customer service at (970)-963-3435 should you have any questions or concerns regarding contamination or non-conforming materials.

Container Placement at Curbside:



Trash

Trash Container will be placed in the street at the curb, Right side of driveway with the arrows pointing out. The container should not be within 3 feet of any obstacle.

All items must fit inside your 32, 64 and/or 96-gallon trash container. No items are to be placed on top of the lid or outside of the trash container.

Recycle

Please place all recycling bins at the curb on the Left side of your driveway, when facing the house.

PLASTIC RESIN CODES



PETE

**Polyethylene
Terephthalate**

soda bottles
water bottles
shampoo bottles
mouthwash bottles
peanut butter jars



HDPE

**High Density
Polyethylene**

milk, water and
juice jugs
detergent bottles
yogurt and
margarine tubs
grocery bags



V

Vinyl

clear food
packaging
shampoo bottles



LDPE

**Low Density
Polyethylene**

bread bags
frozen food bags
squeezable bottles
(mustard, honey)



PP

Polypropylene

ketchup bottles
yogurt and
margarine tubs



PS

Polystyrene

meal trays
egg cartons
cups and plates



OTHER

Other

ketchup
3 & 5 gallon
water bottles
some juice bottles

Mountain Waste & Recycling program for the Town of New Castle

1. Per the RFP we will deliver an informational packet to each resident explaining all aspects of their services. This packet will include pictures and descriptions of acceptable and unacceptable items for recycling and directions of how to place items at the curb.
2. We will host an educational program for the public to attend in New Castle April 8th to help explain curbside recycling, we will have physical examples of acceptable and unacceptable recycling items. We will also demonstrate proper placement of the materials curbside.
3. We will place additional informational packets at City Hall for residents to view at anytime they would like. Copies of the educational packet listed in #1 will also be available at City Hall.
4. All new residents to the town will receive the informational packet listed in #1.
5. We will identify the residents that may struggle with proper recycle sorting and give them one-on-one education at their home or over the phone to help improve diversion.
6. Our new website www.mountainwaste.com will have an online area specifically designated for the Town of New Castle.
7. A program will be established with the school district which will help educate the students on proper recycling and the benefits to their families and communities.

Additional Diversion Service Options

Organics/food waste

Mountain Waste & Recycling appreciates the Town of New Castles desire to increase its waste diversion program. In an effort to further support the Town's efforts, Mountain Waste & Recycling would like to offer compost collection on an individual subscription basis. Recent studies have shown that roughly 40% of our local waste stream is comprised of organics or food waste, and is a crucial piece of diverting material from and increasing the life of our local landfills.

Organics/Food Waste includes:

Meat *Bone *Fruit* Vegetables *Dairy *Tissue *Paper towels *Waxed cardboard *Egg shells *Single-use compostable dinnerware *Yard waste

In order to offer this program and due to the increased operational expense of such an endeavor, Mountain Waste & Recycling is requiring a 25% participation or 350 residents to sign up for the Organics/Food Waste program. Mountain Waste & Recycling will compile a list of interested residents, once the 25% threshold has been achieved we will notify all residents and deliver containers.



FOOD

Meat / fish / dairy / fruit / vegetables / shells / bones / pasta / rice / eggshells / nutshells / bread / grains / coffee grounds / tea bags



FOOD-SOILED PAPER & COMPOSTABLE PACKAGING

Waxed cardboard / soiled paper bags / paper towels / napkins / uncoated take out containers / paper plates / paper cups / compostable tableware / 6pack holders / cereal boxes / pizza boxes -NO PLASTIC UNLESS PLANT BASED-



PLANTS & FLOWERS

Plants / flowers / landscape vegetation / untreated wood scraps



Source Reduction

Through a facility review Mountain Waste & Recycling will identify any opportunities for upstream source reduction available the Town of New Castle. These may include suggestions regarding changes to the types of supplies used by the residences of New Castle, possible alternatives to consumables, reuse of certain materials, and more.

Educational Outreach

Mountain Waste & Recycling will provide educational outreach and opportunities throughout the year and partner with a local non-profit to promote reuse & recycle at community events in the area. We will start with:

- The senior housing, HOAs, Chamber of Commerce, Churches
- School outreach
- Community events (Burning Mountain)
- Educational Seminars

Mountain Waste & Recycling will continue to look for opportunities for education and outreach and partner with the community to inform all the residents of New Castle of the many options available to a more sustainable future.

Quarterly Reporting

Mountain Waste & Recycling will provide the Town of New Castle with quarterly reports that reflect information about New Castle residential customers and industrial/ commercial /MFU's serviced. These reports will reflect:

- Number of residential households & industrial/commercial/MFU's being serviced
- Data on the number of residential households that are recycling
- Data on the number of industrial/ commercial /MFU's that are recycling
- Diversion rates of volumetric collections to inform the citizens and encourage and promote recycling
- Quarterly tonnage reports for both recyclables and solid waste.

Service Location

The Town of New Castle will be serviced from our local offices:

Rifle Office

2183 S 10th Street

Rifle CO 81651

Carbondale Office

1058 County Road 100

Carbondale CO 81623

Mike Hinkley - District Manager
Mike.hinkley@mountainwaste.com

970.319.8193

Equipment Description



Truck Description

Mountain Waste & Recycling will be using manual and automated side-load and rear-load vehicles to service the trash and recycling components of this contract. The trucks are predominantly 20 yard capacity.

Material Spillage

In the event waste spills from the collection truck or containers caused by the driver, the driver will immediately clean up the spill in a professional manner. The driver will clean up any fluid leaks emanating from collection equipment. All vehicles are equipped with spill clean-up kits and all CDOT safety equipment.

Problem Resolution Philosophy

We are good listeners, the most knowledgeable industry veterans in the valley and exceptional service providers. We do not expect to encounter any issue that we couldn't respond to quickly and resolve to your satisfaction in a reasonable time frame. In a rare instance that we disagree on any issue we would seek a formal meeting with the appropriate people to ensure that there would not be a second instance. Again, we answer the phone 24/7 and we are the only company in the valley that does.

Customer Service

Outstanding customer care is a companywide commitment, and we truly feel honored to serve the homes and businesses of our customers.

We are dedicated to satisfying our customers. We strive to exceed their expectations in affordability, quality and service. We get out into the market and listen, observe and learn. We never lose focus on the basics.

Customer Service

- We will greet our customers in a courteous and professional manner.
- We will listen effectively to our customers' requests and promptly take the necessary actions to assist them. We will keep our customers informed of unexpected delays in service.
- We will inform our customers of normal process time, when they can expect completion and any delays that may arise in the process.
- We will touch base with our customers to update them as to where we are in the process.
- We will finish our encounters with our customers in a courteous and professional way.

E-mail

- We will respond to e-mails within 4 hours during normal business hours.
- We will update our e-mail notification message when we will be out of the office for an extended period of time (full day or more). We will indicate our expected return date and indicate a contact person (if applicable).

General

- We will make our goal to exceed the expectations of all of our customer groups.
- We will work to anticipate the needs of those we serve by proactively working to meet their needs. We will hold ourselves and each other accountable for our service commitment.

Service

Mountain Waste & Recycling will continue to service the Town of New Castle residential customers all on one (1) day.

- Service issues will be resolved within 24 hours of being reported
- Container delivery and repair will be accomplished within 24 hours
- Customer complaints will be handled at the operations and district manager level

Material Destinations

Trash and C&D Material

All non-recyclable material will be taken to South Canyon Landfill in Glenwood Springs CO.

1205 County Rd 130, Glenwood Springs, CO 81601

Co-mingle recycling Material

All recyclable material will be taken to Eagle County MRF in Wolcott CO.

815 Ute Creek Rd, Wolcott, CO 81655

Scale tickets will be available to track weights of co-mingle material



<http://www.eaglecounty.us/Recyclingwaste/>

Problem Resolution Philosophy

We are good listeners, the most knowledgeable industry veterans in the valley and exceptional service providers. We do not expect to encounter any issue that we couldn't respond to quickly and resolve to your satisfaction in a reasonable time frame.

Fuel Protection

Mountain Waste is committed to controlling the cost we have control over. However, rising fuel prices is something out of our control and something we cannot predict. The fuel protection will be tied directly to the Rocky Mountain average of diesel as reported weekly by the Department of Energy in its retail On-Highway Diesel Prices Index. *Any future changes in diesel prices, either up or down, would be calculated quarterly on the 52 week average of the prior calendar year, and adjusted during the annual rate adjustment period at the beginning of each year, to avoid monthly fluctuations of the bill.*

Subcontracting

Mountain Waste will not be sub-contracting any services to the Town of New Castle. All work will be done by Mountain Waste & Recycling personnel only.

Miscellaneous Surcharges:

There are no other fees or surcharges.

Insurance:

Mountain Waste & Recycling, Inc. is fully insured. Proof of insurance documents will be made available.



Appendix A

Bulk Items: – 2 courtesy Pick-ups per household annually and then customers will be charged & billed directly for each item listed below.

APPLIANCES	Cost per Item
Dish Washer	\$65.00
Dryer (Clothes)	\$65.00
Gas Grill (No propane tanks)	\$50.00
Microwave Oven	\$35.00
Refrigerator (Tagged - without Freon)	\$65.00
Freezer (Tagged - without Freon)	\$65.00
Air-Conditioning Unit (Tagged - without Freon)	\$35.00
Stove / Oven	\$65.00
Washing Machine	\$65.00
Water Heater (Drained) - Up to 49 gallon size)	\$50.00
Water Heater Large (Drained) - (50 gal or above)	\$65.00
FURNITURE / HOUSEHOLD ITEMS	
Bed Frame	\$40.00
Bookshelf (Empty)	\$25.00
Box Springs or Mattress	
Twin	\$25.00
Full	\$30.00
Queen	\$35.00
King	\$40.00
Chair (Wooden/kitchen/desk)	\$15.00
Chair (Stuffed)	\$25.00
Chair (Recliner)	\$35.00
Coffee Table	\$15.00
Couch (Small) / Love Seat	\$45.00
Couch (Large)	\$65.00
Couch (Sleeper Sofa)	\$75.00
Dresser	\$35.00
Futon Frame	\$25.00
Table (Kitchen)	\$25.00
Table (Dining Room)	\$30.00

Appendix A – Continued

Branches/Tree Limbs: All branches & tree limbs must be bundled in less than 4 foot lengths and 2 feet in diameter bundles. Each limb must be 2" in diameter or less. (No Commercial Tree Trimming Waste). Removal cost: \$20/bundle.

E-Waste: – Customers will be charged and billed directly for each item listed

E-WASTE (prefer not to take!)	Cost per Item
Computer (Desk Top)	\$55.00
Computer (Lap Top)	\$45.00
Computer (Monitor Screen)	\$45.00
Computer Keyboard	\$25.00
Stereo System (Small)	\$35.00
Stereo System (Large)	\$55.00
Television (19" or smaller screen size)	\$45.00
Television (20" to 29" screen size)	\$50.00
Television (40" to 59" screen size)	\$60.00
Television (60" screen size or larger)	\$75.00
VCR Player	\$35.00
DVD Player	\$35.00
Copy Machine	\$100.00
Printer / Fax Machines	\$75.00

****Attention: Mountain Waste & Recycling will continue to service E-Waste as long as there is a local source of disposal.****

Items That Cannot Be Picked Up Residentially

- Construction & Demolition Debris
- Tires / Rims
- Batteries
- Bio – Hazard Materials
- Paint / Stain Cans (with Liquid contents)
- Hot Tub
- Bathtubs / Toilets
- Explosive/Corrosive/Flammable Items
- Non-tagged Freon containing Appliances (Freezer, Refrigerator, AC units)

Pricing for the Town of New Castle CO –Response to the RFP 2016

Pay-As-You- Throw (PAYT) – With Curbside Recycling

- 96-gallon toter for trash and (2) 18 gallon recycling containers: \$17.24 per month
- 64-gallon toter for trash and (2) 18 gallon recycling containers: \$15.36 per month
- 32-gallon toter (supplied by resident) for trash and (2) 18 gallon recycling containers: \$13.84 per month

Pay-As-You-Throw (PAYT) – Without Curbside Recycling

- 96-gallon toter for trash and no recycling : \$14.24 per month
- 64-gallon toter for trash and no recycling : \$12.36 per month
- 32-gallon toter (supplied by resident) for trash and no recycling : \$10.84 per month

*In a PAYT environment, because incentivizing diversion is the goal, only residents who have a 96 gallon toter will be eligible to receive a second container. The charge for this extra container will be \$14.50

Other Services

- 40-yard containers for bi-annual Town clean up. **The first two (2) Clean-up container pulls will be free. Additional container pulls will be \$400.00 per pull.**
- Disposal of Organics (Yard Waste, limbs, leaves, etc.) will be picked (PAYT) weekly street side – No Charge.
- Disposal of Bulk/Household Items - 2 courtesy pick-ups per household annually. (See Appendix A) for item detail.
- Disposal of E-Waste will be an individual subscription for each customer. Each customer will be charged and billed directly. (See Appendix A) for approved E-Waste items and rates. Mountain Waste will only collect E-Waste so long as there is a local source for disposal.
- Mountain Waste will not be responsible for items that cannot be picked up residentially. (See Appendix A)
- A Centralized Recycle Center in addition to curbside recycling will be on Town of New Castle property, secured and monitored by the New Castle Public Works department.
- 1 – 30 Yard gabble top (Cardboard & Paper) at \$350/haul(plus disposal if contaminated).
- 1 – 30 yard gabble top for Co-mingle at \$550/haul(Eagle County MRF)/plus disposal if contaminated or tipping fees if Eagle County MRF implements such a fee, or \$1225.00/haul (Alpine Waste & Recycling) in Denver if the Eagle County MRF closes.

Pricing for the Town of New Castle CO –Response to the RFP 2016

Container Pricing

(Pricing for 3 year agreement + (2) one year options)

\$325.00 per pull for bio solid waste from the Wastewater treatment plant

\$60.00 per month for 2-yard/ weekly pickup at Town Facilities

\$80.00 per month for 3-yard/ weekly pickup at Town Facilities

\$100.00 per month for 4-yard/ weekly pickup at Town Facilities

\$135.00 per month for 6-yard/ weekly pickup at Town Facilities

Pricing for the Town of New Castle CO –Response to the RFP 2016

(Pricing for 5 year agreement + (2) two year options)

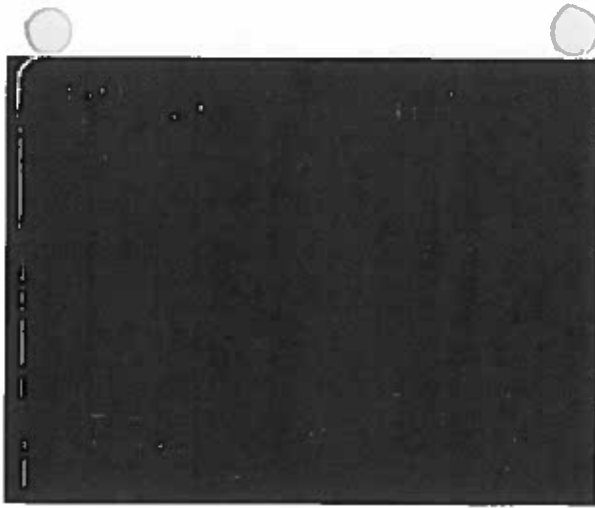
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\$60.00 per month for 2-yard/ weekly pickup at Town Facilities

\$80.00 per month for 3-yard/ weekly pickup at Town Facilities

\$100.00 per month for 4-yard/ weekly pickup at Town Facilities

\$135.00 per month for 6-yard/ weekly pickup at Town Facilities



Portable Restroom Proposal
TOWN OF NEW CASTLE COLORADO

RFP PORTABLE RESTROOMS AND CLEANING



April 21 2016



To: Town of New Castle
450 W Main St
New Castle, CO 81647

Mountain Waste and Recycling, Inc. is pleased to present our proposal for Portable Restrooms and Vaulted restroom Cleaning Services to the Town of New Castle. In this proposal we will demonstrate that our team has the experience, understanding and knowledge to be a world class services and sustainability partner to the Town of New Castle.

In order to best serve the Town of New Castle we have compiled one of the waste industry's leading teams who bring decades of experience and expertise in the waste, recycling, sustainability and customer service industries. This proposal will highlight the following:

- Our comprehensive knowledge of Special events, municipal Service and ongoing specialty service to the communities we serve.
- Our commitment to quality service for each and every customer.
- Extensive special event management and sustainability
- A foundation of superior customer service
- Our solution based methodology
- Educational programs for public awareness

Our team simply has the most knowledge to implement best practices and procedures that have proven successful in sites throughout the country, and most importantly, at home here in the Grand Valley. Each member brings his extensive personal experience and unsurpassed knowledge to this project. Each member of our team resides in the valley which means that when your team calls, we will answer the phone, and respond immediately without fail.

On behalf of Mountain Waste and Recycling, thank you for considering our qualifications. We look forward to speaking with you in depth. For further information I can be reached at (970)-340-7022 or via e-mail at mike.hinkley@mountainwaste.com

Respectfully,

Mike Hinkley

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The team begins with Scott Eden, who has 32 years of experience in all aspects of the industry gathered through his service in many areas of the country. He is supported by a team comprised of:

Mike Hinkley – District Manager: former local manager for Waste Management in Carbondale and 15 years of management in local transportation/service companies.

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The team is unmatched by any competitor and deeply experienced, not only locally, but nationally.

Waste and Recycling Services

Mountain Waste & Recycling will:

- Maintain the high level of customer service
- Perform weekly cleaning of Town of New Castle owned portable restrooms
- Provide weekly cleaning of the “vaulted restrooms”
- Pump the restrooms as requested
- Provide units at Town sponsored events
- Provide ADA compatible units for Town sponsored events
- Provide wash stations for Town sponsored events
- Maintain to the best of our ability, consistent pick-up times at each location throughout the year
- Work with the Town to provide service oriented information to customers and for developing and executing public education to encourage waste reduction and diversion.

Service Summary

Mountain Waste & Recycle will continue to service the Town of New Castle with superior service. Providing portable restrooms and service to the Town owned units as described in the RFP

The Town of New Castle is a proven leader of sustainable services, the Climate Action Advisory Commission continues to provide leadership and have a positive effect on the local environment.

Mountain Waste & Recycle will continue to service the Town of New Castle's needs as described in the RFP on the scheduled day. Having one day per week service insures as little disruption to the community as possible as well as reducing truck emissions in the community.

Source Reduction

Through a facility review Mountain Waste & Recycling will identify any opportunities for upstream source reduction available to the Town of New Castle. These may include suggestions regarding changes to the types of supplies used by the residences of New Castle, possible alternatives to consumables, reuse of certain materials, and more.

Service Location

The Town of New Castle will be serviced from our local offices:

Rifle Office

2183 S 10th Street

Rifle CO 81651

Carbondale Office

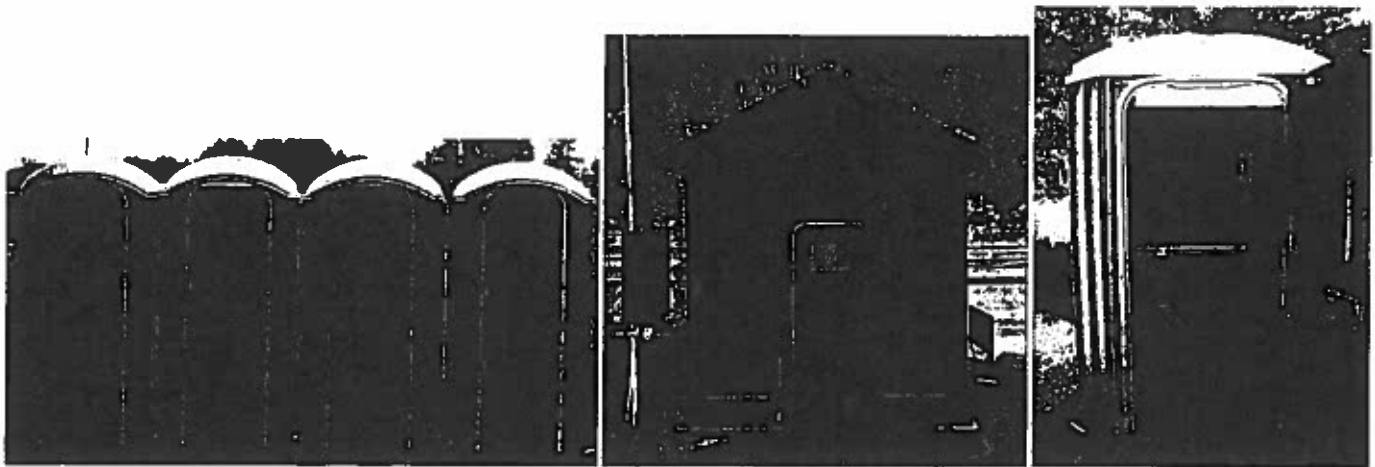
1058 County Road 100

Carbondale CO 81623

Mike Hinkley - District Manager
Mike.hinkley@mountainwaste.com

970.319.8193

Equipment Description



Truck Description

Mountain Waste & Recycling has eight (8) portable toilet service trucks. They are all automatic transmission with 150 gallon fresh water tanks and 200 gallon grey water tanks.

Material Spillage

In the event waste spills from the service truck or container caused by the driver, the driver will immediately clean up the area in a professional manner. The driver will immediately clean any fluid leaks emanating from collection equipment. All vehicles are equipped with spill clean-up kits and all CDOT safety equipment.

Problem Resolution Philosophy

We are good listeners, the most knowledgeable industry veterans in the valley and exceptional service providers. We do not expect to encounter any issue that we couldn't respond to quickly and resolve to your satisfaction in a reasonable time frame. In a rare instance that we disagree on any issue we would seek a formal meeting with the appropriate people to ensure that there would not be a second instance. Again, we answer the phone 24/7 and we are the only company in the valley that does.

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- We will work to anticipate the needs of those we serve by proactively working to meet their needs. We will hold ourselves and each other accountable for our service commitment.

Service

Mountain Waste & Recycling will continue to service the Town of New Castle residential customers all on one (1) day.

- Service issues will be resolved within 24 hours of being reported
- Container delivery and repair will be accomplished within 24 hours
- Customer complaints will be handled at the operations and district manager level

Material Destinations

Waste Water

All non-recyclable material will be taken to South Canyon Landfill in Glenwood Springs CO.

1205 County Rd 130, Glenwood Springs, CO 81601

Problem Resolution Philosophy

We are good listeners, the most knowledgeable industry veterans in the valley and exceptional service providers. We do not expect to encounter any issue that we couldn't respond to quickly and resolve to your satisfaction in a reasonable time frame.

Fuel Protection

Mountain Waste is committed to controlling the costs over which we have control. However, rising fuel prices is something out of our control and something we cannot predict. Future fuel price increases are impossible to predict. The fuel protection will be tied directly to the Rocky Mountain average of diesel as reported weekly by the department of energy in its retail On-Highway Diesel Prices Index. *Any future changes in diesel prices, either up or down, would be calculated quarterly on the 12 week average of the prior calendar quarter*, and applied to the following quarter's monthly statement to avoid monthly fluctuations of the bill.

Subcontracting

Mountain Waste will not be sub-contracting any services to the Town of New Castle. All work will be done by Mountain Waste & Recycling personnel only.

Miscellaneous Surcharges:

There are no other fees or surcharges.

Insurance:

Mountain Waste & Recycling, Inc. is fully insured. Proof of insurance documents will be made available.

Pricing for the Town of New Castle CO –Response to the RFP 2016 Portable Restrooms

(Pricing for 3 year agreement + (2) one year options)

Services

Clean, Stock and service the Town of New Castle owned restrooms described in the RFP

- \$95.00 per month per unit -- 1- service per week
- \$175.00 per month per unit -- 2- service per week
- \$250.00 per month per unit -- 3- service per week

Supply Mountain Waste & Recycling Portable Restrooms for local events

\$35.00 Delivery Fee per Unit

- \$95.00 per month per unit -- 1- service per week
- \$175.00 per month per unit -- 2- service per week
- \$250.00 per month per unit -- 3- service per week

Pricing for the Town of New Castle CO –Response to the RFP 2016 Portable Restrooms

(Pricing for 5 year agreement + (2) two year options)

Services

Clean, Stock and service the Town of New Castle owned restrooms described in the RFP

- \$90.00 per month per unit -- 1- service per week
- \$170.00 per month per unit -- 2- service per week
- \$245.00 per month per unit -- 3- service per week

Supply Mountain Waste & Recycling Portable Restrooms for local events

\$35.00 Delivery Fee per Unit

- \$90.00 per month per unit -- 1- service per week
- \$170.00 per month per unit -- 2- service per week
- \$225.00 per month per unit -- 3- service per week

Mountain Waste & Recycling - Fuel Surcharge Table - 2016

DOE Rocky Mtn ave Diesel price of	IMWR Surcharge %	DOE Rocky Mtn ave Diesel price of	IMWR Surcharge %	DOE Rocky Mtn ave Diesel price of	IMWR Surcharge %	DOE Rocky Mtn ave Diesel price of	IMWR Surcharge %	DOE Rocky Mtn ave Diesel price of	IMWR Surcharge %	DOE Rocky Mtn ave Diesel price of	IMWR Surcharge %	DOE Rocky Mtn ave Diesel price of	IMWR Surcharge %
\$ 2.00	6.25	\$ 2.52	8.85	\$ 3.04	11.45	\$ 3.56	14.05	\$ 4.08	16.65	\$ 4.60	19.25	\$ 5.12	21.85
\$ 2.01	6.30	\$ 2.53	8.90	\$ 3.05	11.50	\$ 3.57	14.10	\$ 4.09	16.70	\$ 4.61	19.30	\$ 5.13	21.90
\$ 2.02	6.35	\$ 2.54	8.95	\$ 3.06	11.55	\$ 3.58	14.15	\$ 4.10	16.75	\$ 4.62	19.35	\$ 5.14	21.95
\$ 2.03	6.40	\$ 2.55	9.00	\$ 3.07	11.60	\$ 3.59	14.20	\$ 4.11	16.80	\$ 4.63	19.40	\$ 5.15	22.00
\$ 2.04	6.45	\$ 2.56	9.05	\$ 3.08	11.65	\$ 3.60	14.25	\$ 4.12	16.85	\$ 4.64	19.45	\$ 5.16	22.05
\$ 2.05	6.50	\$ 2.57	9.10	\$ 3.09	11.70	\$ 3.61	14.30	\$ 4.13	16.90	\$ 4.65	19.50	\$ 5.17	22.10
\$ 2.06	6.55	\$ 2.58	9.15	\$ 3.10	11.75	\$ 3.62	14.35	\$ 4.14	16.95	\$ 4.66	19.55	\$ 5.18	22.15
\$ 2.07	6.60	\$ 2.59	9.20	\$ 3.11	11.80	\$ 3.63	14.40	\$ 4.15	17.00	\$ 4.67	19.60	\$ 5.19	22.20
\$ 2.08	6.65	\$ 2.60	9.25	\$ 3.12	11.85	\$ 3.64	14.45	\$ 4.16	17.05	\$ 4.68	19.65	\$ 5.20	22.25
\$ 2.09	6.70	\$ 2.61	9.30	\$ 3.13	11.90	\$ 3.65	14.50	\$ 4.17	17.10	\$ 4.69	19.70	\$ 5.21	22.30
\$ 2.10	6.75	\$ 2.62	9.35	\$ 3.14	11.95	\$ 3.66	14.55	\$ 4.18	17.15	\$ 4.70	19.75	\$ 5.22	22.35
\$ 2.11	6.80	\$ 2.63	9.40	\$ 3.15	12.00	\$ 3.67	14.60	\$ 4.19	17.20	\$ 4.71	19.80	\$ 5.23	22.40
\$ 2.12	6.85	\$ 2.64	9.45	\$ 3.16	12.05	\$ 3.68	14.65	\$ 4.20	17.25	\$ 4.72	19.85	\$ 5.24	22.45
\$ 2.13	6.90	\$ 2.65	9.50	\$ 3.17	12.10	\$ 3.69	14.70	\$ 4.21	17.30	\$ 4.73	19.90	\$ 5.25	22.50
\$ 2.14	6.95	\$ 2.66	9.55	\$ 3.18	12.15	\$ 3.70	14.75	\$ 4.22	17.35	\$ 4.74	19.95	\$ 5.26	22.55
\$ 2.15	7.00	\$ 2.67	9.60	\$ 3.19	12.20	\$ 3.71	14.80	\$ 4.23	17.40	\$ 4.75	20.00	\$ 5.27	22.60
\$ 2.16	7.05	\$ 2.68	9.65	\$ 3.20	12.25	\$ 3.72	14.85	\$ 4.24	17.45	\$ 4.76	20.05	\$ 5.28	22.65
\$ 2.17	7.10	\$ 2.69	9.70	\$ 3.21	12.30	\$ 3.73	14.90	\$ 4.25	17.50	\$ 4.77	20.10	\$ 5.29	22.70
\$ 2.18	7.15	\$ 2.70	9.75	\$ 3.22	12.35	\$ 3.74	14.95	\$ 4.26	17.55	\$ 4.78	20.15	\$ 5.30	22.75
\$ 2.19	7.20	\$ 2.71	9.80	\$ 3.23	12.40	\$ 3.75	15.00	\$ 4.27	17.60	\$ 4.79	20.20	\$ 5.31	22.80
\$ 2.20	7.25	\$ 2.72	9.85	\$ 3.24	12.45	\$ 3.76	15.05	\$ 4.28	17.65	\$ 4.80	20.25	\$ 5.32	22.85
\$ 2.21	7.30	\$ 2.73	9.90	\$ 3.25	12.50	\$ 3.77	15.10	\$ 4.29	17.70	\$ 4.81	20.30	\$ 5.33	22.90
\$ 2.22	7.35	\$ 2.74	9.95	\$ 3.26	12.55	\$ 3.78	15.15	\$ 4.30	17.75	\$ 4.82	20.35	\$ 5.34	22.95
\$ 2.23	7.40	\$ 2.75	10.00	\$ 3.27	12.60	\$ 3.79	15.20	\$ 4.31	17.80	\$ 4.83	20.40	\$ 5.35	23.00
\$ 2.24	7.45	\$ 2.76	10.05	\$ 3.28	12.65	\$ 3.80	15.25	\$ 4.32	17.85	\$ 4.84	20.45	\$ 5.36	23.05
\$ 2.25	7.50	\$ 2.77	10.10	\$ 3.29	12.70	\$ 3.81	15.30	\$ 4.33	17.90	\$ 4.85	20.50	\$ 5.37	23.10
\$ 2.26	7.55	\$ 2.78	10.15	\$ 3.30	12.75	\$ 3.82	15.35	\$ 4.34	17.95	\$ 4.86	20.55	\$ 5.38	23.15
\$ 2.27	7.60	\$ 2.79	10.20	\$ 3.31	12.80	\$ 3.83	15.40	\$ 4.35	18.00	\$ 4.87	20.60	\$ 5.39	23.20
\$ 2.28	7.65	\$ 2.80	10.25	\$ 3.32	12.85	\$ 3.84	15.45	\$ 4.36	18.05	\$ 4.88	20.65	\$ 5.40	23.25
\$ 2.29	7.70	\$ 2.81	10.30	\$ 3.33	12.90	\$ 3.85	15.50	\$ 4.37	18.10	\$ 4.89	20.70	\$ 5.41	23.30
\$ 2.30	7.75	\$ 2.82	10.35	\$ 3.34	12.95	\$ 3.86	15.55	\$ 4.38	18.15	\$ 4.90	20.75	\$ 5.42	23.35
\$ 2.31	7.80	\$ 2.83	10.40	\$ 3.35	13.00	\$ 3.87	15.60	\$ 4.39	18.20	\$ 4.91	20.80	\$ 5.43	23.40
\$ 2.32	7.85	\$ 2.84	10.45	\$ 3.36	13.05	\$ 3.88	15.65	\$ 4.40	18.25	\$ 4.92	20.85	\$ 5.44	23.45
\$ 2.33	7.90	\$ 2.85	10.50	\$ 3.37	13.10	\$ 3.89	15.70	\$ 4.41	18.30	\$ 4.93	20.90	\$ 5.45	23.50
\$ 2.34	7.95	\$ 2.86	10.55	\$ 3.38	13.15	\$ 3.90	15.75	\$ 4.42	18.35	\$ 4.94	20.95	\$ 5.46	23.55
\$ 2.35	8.00	\$ 2.87	10.60	\$ 3.39	13.20	\$ 3.91	15.80	\$ 4.43	18.40	\$ 4.95	21.00	\$ 5.47	23.60
\$ 2.36	8.05	\$ 2.88	10.65	\$ 3.40	13.25	\$ 3.92	15.85	\$ 4.44	18.45	\$ 4.96	21.05	\$ 5.48	23.65
\$ 2.37	8.10	\$ 2.89	10.70	\$ 3.41	13.30	\$ 3.93	15.90	\$ 4.45	18.50	\$ 4.97	21.10	\$ 5.49	23.70
\$ 2.38	8.15	\$ 2.90	10.75	\$ 3.42	13.35	\$ 3.94	15.95	\$ 4.46	18.55	\$ 4.98	21.15	\$ 5.50	23.75
\$ 2.39	8.20	\$ 2.91	10.80	\$ 3.43	13.40	\$ 3.95	16.00	\$ 4.47	18.60	\$ 4.99	21.20	\$ 5.51	23.80
\$ 2.40	8.25	\$ 2.92	10.85	\$ 3.44	13.45	\$ 3.96	16.05	\$ 4.48	18.65	\$ 5.00	21.25	\$ 5.52	23.85
\$ 2.41	8.30	\$ 2.93	10.90	\$ 3.45	13.50	\$ 3.97	16.10	\$ 4.49	18.70	\$ 5.01	21.30	\$ 5.53	23.90
\$ 2.42	8.35	\$ 2.94	10.95	\$ 3.46	13.55	\$ 3.98	16.15	\$ 4.50	18.75	\$ 5.02	21.35	\$ 5.54	23.95
\$ 2.43	8.40	\$ 2.95	11.00	\$ 3.47	13.60	\$ 3.99	16.20	\$ 4.51	18.80	\$ 5.03	21.40	\$ 5.55	24.00
\$ 2.44	8.45	\$ 2.96	11.05	\$ 3.48	13.65	\$ 4.00	16.25	\$ 4.52	18.85	\$ 5.04	21.45	\$ 5.56	24.05
\$ 2.45	8.50	\$ 2.97	11.10	\$ 3.49	13.70	\$ 4.01	16.30	\$ 4.53	18.90	\$ 5.05	21.50	\$ 5.57	24.10
\$ 2.46	8.55	\$ 2.98	11.15	\$ 3.50	13.75	\$ 4.02	16.35	\$ 4.54	18.95	\$ 5.06	21.55	\$ 5.58	24.15
\$ 2.47	8.60	\$ 2.99	11.20	\$ 3.51	13.80	\$ 4.03	16.40	\$ 4.55	19.00	\$ 5.07	21.60	\$ 5.59	24.20
\$ 2.48	8.65	\$ 3.00	11.25	\$ 3.52	13.85	\$ 4.04	16.45	\$ 4.56	19.05	\$ 5.08	21.65	\$ 5.60	24.25
\$ 2.49	8.70	\$ 3.01	11.30	\$ 3.53	13.90	\$ 4.05	16.50	\$ 4.57	19.10	\$ 5.09	21.70	\$ 5.61	24.30
\$ 2.50	8.75	\$ 3.02	11.35	\$ 3.54	13.95	\$ 4.06	16.55	\$ 4.58	19.15	\$ 5.10	21.75	\$ 5.62	24.35
\$ 2.51	8.80	\$ 3.03	11.40	\$ 3.55	14.00	\$ 4.07	16.60	\$ 4.59	19.20	\$ 5.11	21.80	\$ 5.63	24.40

DOE Diesel Fuel Web Site - <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

**THIRD AMENDMENT TO MOUNTAIN WASTE AND RECYCLING, INC.
PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO MOUNTAIN WASTE AND RECYCLING, INC. PROFESSIONAL SERVICES AGREEMENT effective as of the 1st day of January, 2021 (“Effective Date”), by and between the **TOWN OF NEW CASTLE SANITATION ENTERPRISE** (“Town”) and **MOUNTAIN ROLL-OFF, INC., D/B/A MOUNTAIN WASTE & RECYCLING, A WASTE CONNECTIONS COMPANY**, a Colorado corporation (“Mountain Waste”).

RECITALS

WHEREAS, the Parties entered into a professional services agreement dated August 2, 2016, subject to a First Amendment in 2016 and Second Amendment dated August 1, 2019 (collectively and as amended the “Agreement”); and

WHEREAS, pursuant to the Agreement, the Town exercised a one-year right of renewal of the Initial Term of the Agreement providing for a renewal period that expired on December 31, 2020; and

WHEREAS, the parties desire to renew the Agreement subject to additional amendments as set forth below.

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

1. **TERM OF AGREEMENT.** The Agreement is hereby renewed for an Initial Term from January 1, 2021 through December 31, 2025, subject to annual budgeting and appropriation by the Town Council as required by the Colorado Constitution. The Town shall have the option of renewing the Agreement for two consecutive two-year periods (“Renewal Periods”) pursuant to the notice provisions in Section 5.1 of the Agreement.

2. **RATES.** Beginning on the Effective Date, the rate charged by Mountain Waste for the 2-yard cardboard recycling container outside Town Hall as described in Section 3.4(a) of the Agreement shall be \$40 per month. Section 3.4(d) of the Agreement is amended to provide that Mountain Waste shall continue to deliver, haul, and dispose of two 40-yard containers for the Town “Clean Up Days” at no charge except that the Town shall pay the applicable landfill disposal fees, and each additional haul and disposal after the two 40-yard containers shall be billed to the Town at the general rates provided by the Agreement, as amended. Section 4.4 of the Agreement is amended to provide that the annual rate increase, if applicable, shall be based upon the Consumer Price Index for all urban consumers (CPI-U or CPI-traditional, whichever is higher) but shall be at least 2.5% and no more than 4% over the prior year; provided, however, the rates for 2021 shall not be adjusted for the Consumer Price Index and shall remain the same as 2020 except as expressly provided herein.

3. **OTHER AMENDMENTS.**

Section 3.3(b) is amended to add the following:

No later than December 31, 2021, Mountain Waste shall conduct an audit of all addresses and equipment located within the Town relating to the services provided by Mountain Waste. Upon completion of the audit, if any customer addresses receiving service have additional containers for trash removal, Mountain Waste shall bill such customers directly for any associated charges for the extra containers.

Section 3.3(c) is deleted.

Section 3.3(d) is amended to add the following:

Bulk items and yard waste are the responsibility of each property owner and customer to schedule with Mountain Waste and to be paid directly to Mountain Waste by the owner/customer. E-waste as defined on Exhibit A is prohibited.

Section 3.6 is deleted and replaced with the following:

Mountain Waste and the Town shall cooperate to provide a link on the Town's website to the Mountain Waste website providing educational material, training, and service schedules.

Section 4.5 is amended by deleting the first sentence and replacing it with the following:

Mountain Waste delivers its collected recyclable materials at various facilities in Colorado (each a "Facility") which are subject to change.

Section 10.4 is amended to add the term "*Force Majeure*" after "acts of God" and to add "pandemic" after "epidemic."

Section 11.2 is deleted and replaced with the following:

Mountain Waste shall provide the Town with semi-annual reports that include residential data on costs and other relevant information for trash collection, recycling, and clean-up materials.

4. **EFFECTIVE DATE.** This Amendment shall be effective as of the Effective Date notwithstanding the date it is signed and approved by both parties.

5. **CORPORATE NAME CHANGE.** Mountain Waste's name for notices and all other purposes is Mountain Roll-Off, Inc. d/b/a Mountain Waste & Recycling – A Waste Connections Company.

6. **REMAINDER UNCHANGED.** All parts of the Agreement not specifically amended herein remain unchanged and shall continue in full force and effect.

SO AGREED and made effective as of the Effective Date.

TOWN:

By: _____
Art Riddile, Mayor

ATTEST:

Melody Harrison, Town Clerk

MOUNTAIN WASTE:

By: _____
Mike Hinkley, District Manager

Memo

TOWN OF NEW CASTLE
Town Clerk

To: Mayor and Council Members
From: Melody Harrison
Date: January 5, 2021
Re: Resolution TC 2021-1 – Designating Posting Places

The purpose of this agenda item is to provide information to the council about why we designate posting places.

The Home Rule Charter of the Town of New Castle contains various provisions requiring that notices be posted in at least two public places within the Town.

Colorado Revised Statutes §24-6-402(2)(c) requires local governments to designate public notice posting places annually at the local public body's first regular meeting of each calendar year.

Those two requirements are met with Resolution TC 2021-1.

There are other places in town where staff has posted public notices as a courtesy: the public posting board in the City Market Plaza, and in the public posting board on Park Drive near the mailboxes in River Park Condominiums.

In the distant past we courtesy posted in the posting board near the mailboxes on Alder Drive across from Wagon Wheel Circle and in the currently non-existent posting board in Lakota near the mailboxes at the top of Clubhouse Drive.

While there are many places about town that public notices can be posted, the town council has historically only designated those posting boards that have locks on them. While locking boards are not required, it does prevent the notices from being removed or blown away which then prevents any public notice requirement issues.


Town Clerk Melody Harrison, CMC

**TOWN OF NEW CASTLE
RESOLUTION NO. TC-2021-1**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE,
COLORADO, DESIGNATING PUBLIC NOTICE POSTING PLACES.

WHEREAS, the Home Rule Charter of the Town of New Castle contains various provisions requiring that notices be posted in at least two public places within the Town; and

WHEREAS, Colorado Revised Statutes §24-6-402(2)(c) requires local governments to designate public notice posting places annually at the local public body's first regular meeting of each calendar year; and

WHEREAS, the Town Council finds and determines that the Public Notice Bulletin Boards located at the New Castle Post Office, New Castle Town Hall and Kay Williams Park are appropriate places within the Town for the posting of notices required by the Charter and by C.R.S. §24-6-402(2)(c).

NOW, THEREFORE, Be it Resolved by the Town Council of the Town of New Castle, Colorado:

1. The Council incorporates in this resolution the foregoing recitals as findings by the Council.

2. For the purposes of all provisions of the Home Rule Charter of the Town of New Castle, Colorado, and the provisions of C.R.S. §24-6-402(2)(c), requiring the posting of notices within the Town, such notices shall be posted at the following locations:

Public Notice Bulletin Board
New Castle Town Hall
450 West Main Street
New Castle, Colorado

Public Notice Bulletin Board
New Castle Post Office
112 West Main Street
New Castle, Colorado

Public Notice Bulletin Board
Kay Williams Park
802 Alder Avenue
New Castle, Colorado

3. If, for any reason, any of the locations listed in Paragraph 2 is not available at the time that a posting of a public notice is required, then the Town Clerk is authorized to post notices in other public places in the Town without violating the provisions of the Charter or this Resolution.

THIS RESOLUTION was read and adopted by the Town Council of the Town of New Castle, Colorado, at its regular meeting on January 5, 2021.

ATTEST:

TOWN OF NEW CASTLE

Town Clerk Melody L Harrison, CMC

Mayor Art Riddile

Memo

TOWN OF NEW CASTLE
Town Clerk

To: Mayor and Council Members
From: Melody Harrison
Date: January 5, 2021
Re: Resolution TC 2021-2 – Waiving Bonds for Employees

The purpose of this agenda item is to provide background to the council about waiving the posting of bonds for employees.

The New Castle Municipal Code was revised and consolidated in 1909 by Ordinance 87.

Ordinance 87 required an oath and bond by any person elected or appointed to any office, conditioned that they perform the duties of their respective offices. Specific bond amounts were required for specific offices, which included the town treasurer, town clerk and others.

Colorado Revised Statute § 31.20.301 provides that a town may waive the bonding requirements. The town carries insurance coverage to protect itself from employee dishonesty, so in 2001, the council adopted Ordinance 2001-1 that amended the requirement for town officer bonds, adding a provision to waive the requirement if the council finds it appropriate.


Town Clerk Melody Harrison, CMC

**TOWN OF NEW CASTLE
RESOLUTION NO. TC-2021-02**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO,
WAIVING THE REQUIREMENT FOR POSTING OF BONDS BY CERTAIN TOWN OFFICERS.

WHEREAS, New Castle Municipal Code Section 2.04.020 requires certain Town officers to post bonds to insure faithful performance of the duties of their respective offices; and

WHEREAS, this Code Section allows the Town Council to waive such bonding requirements by resolution where such waiver is in the Town's best interests; and

WHEREAS, the Town has insurance coverage in place to protect itself from employee dishonesty; and

WHEREAS, coverage under Town officer bonds may duplicate the Town's insurance coverage against employee dishonesty and reduce the amounts available under either the bonds, the insurance coverage, or both; and

WHEREAS, the Town Council finds that it is in the best interests of the Town to waive the bonding requirement contained in Code Section 2.04.020.

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

1. The Town Council adopts the foregoing recitals as findings of fact and determinations of the Council.
2. The Council waives the bonding requirement contained in New Castle Municipal Code Section 2.04.020.
3. This Resolution is effective until the Town adopts its next annual budget, or until the Town no longer has insurance coverage in effect to protect itself from employee dishonesty, whichever occurs first.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on January 5, 2021.

TOWN OF NEW CASTLE

Mayor Art Riddile

ATTEST:

Town Clerk Melody L. Harrison, CMC

Memo

TOWN OF NEW CASTLE
Town Clerk

To: Mayor and Council Members

From: Melody Harrison


Date: January 5, 2021

Re: Resolution TC 2021-3 – Authorizing Signers on Bank Accounts

The purpose of this agenda item is to provide information to the council about authorizing signers on bank accounts.

For many years, the Town's financial auditor has recommended that the town council review and authorize all Town bank accounts and signers on such accounts on an annual basis to insure that access to such accounts is restricted to appropriate personnel.

While this is not required by the auditor, by the municipal code or statutes, it seems amenable to consider the resolution for the comfort of our auditor and for the edification of the council.



Town Clerk Melody Harrison, CMC

**TOWN OF NEW CASTLE
RESOLUTION NO. TC-2021-03**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE,
COLORADO, AUTHORIZING BANK ACCOUNTS AND SIGNERS ON BANK ACCOUNTS.

WHEREAS, the Town of New Castle’s financial statement auditor has recommended that the Town Council review and authorize all Town bank accounts and signers on such accounts on an annual basis, to insure that access to such accounts is restricted to appropriate personnel.

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

1. The Town Council adopts the foregoing recitals as findings of fact and determinations of the Council.
2. The Town Council authorizes the following bank accounts and the following signers on such accounts for the transaction of Town business:

<u>Institution</u>	<u>Account</u>	<u>Authorized Signers</u>
Alpine Bank	Checking	David Reynolds, Art Riddile, Melody Harrison, Mindy Andis, Loni Burk (Loni Burk authorized only to transfer funds between accounts)
Alpine Bank	Checking – North Park	David Reynolds, Art Riddile, Melody Harrison, Mindy Andis, Loni Burk (Loni Burk authorized only to transfer funds between accounts)
Alpine Bank	Capital Improvements	David Reynolds, Art Riddile, Melody Harrison
Alpine Bank	Streetscaping	David Reynolds, Art Riddile, Melody Harrison
C-SAFE	Street Maintenance	David Reynolds, Art Riddile, Loni Burk, Melody Harrison
ColoTrust		David Reynolds, Art Riddile, Loni Burk, Melody Harrison
1 st Bank	Certificate of Deposit	David Reynolds, Art Riddile, Loni Burk, Melody Harrison

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on January 5, 2021.

TOWN OF NEW CASTLE

ATTEST:

Mayor Art Riddile

Town Clerk Melody L Harrison, CMC

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2021-04

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A
MEMORANDUM OF UNDERSTANDING WITH GARFIELD COUNTY SENIOR
PROGRAMS.

WHEREAS, the Garfield County Senior Program provides transportation (the “Traveler”) and nutrition (congregate meals); and

WHEREAS, the Town of New Castle (“Town”) benefits from said services/program/resources to support New Castle’s senior population; and

WHEREAS, the Town Council finds that entering into the Memorandum of Understanding (“MOU”) attached hereto as Exhibit “A” will further the Town’s goals and is in the Town’s best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE TOWN COUNCIL:

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Council.
2. Adoption. Pursuant to Section 14.4 of the Town Charter, the MOU attached hereto as Exhibit A is hereby adopted by the Council, and the Mayor is authorized to execute the same.

INTRODUCED, PASSED, AND ADOPTED by a vote of __ to __ at a regular meeting of the New Castle Town Council held on January 5, 2021.

TOWN COUNCIL OF TOWN OF
NEW CASTLE, COLORADO

Mayor Art Riddile

ATTEST:

Town Clerk Melody Harrison, CMC



Department Of Human Services

West Office:

195 West 14th Street
Rifle, CO 81650
Phone: (970) 625-5282

Mailing Address

195 W. 14th St.
Rifle, Co 81650

East Office:

108 8th Street
Glenwood Springs, CO 81601
Phone: (970) 945-9191

11/13/20

Jay Harrington, Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Scott Hahn, City Manager
City of Rifle
Box 1908
Rifle, CO 81650

Jeff Layman, Town Administrator
Town of Silt
Box 70
Silt, CO 81652

Dave Reynolds, Town Administrator
Town of New Castle
Box 90
New Castle, CO 81647

Dan Blankenship, Chief Exec. Officer
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601

Debra Figueroa, City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

Re: Garfield County Senior Programs

- **2021 IGA Traveler Services and**
- **2021 7-Party MOU (Memorandum of Understanding)**

Dear Parties,

Enclosed please find the 2021 IGA Traveler Services and 2021 7-Party MOU Regarding Garfield County Senior Programs.

A few areas that have been updated this year are

- RAFTA has not approved a final budget. The budget may come in higher or lower than the attachment indicates.
- Additional language to address COVID 19.
- The transportation schedule has been removed to allow RAFTA the flexibility to adjust the schedule as needed to assist with cost containment. Trips to Grand Junction have been terminated.
- A condition in the IGA has been added as RAFTA will be setting up a contract with IntelliRide to access funding from Medicaid for eligible riders for non-emergent medical transport.

There is an additional signature page for the 7-Party MOU. Please return this page to Diane White in the enclosed envelope. Diane will send each party a fully executed document when complete.

Please include or email a copy of your insurance certification to dwhite@garfield-county.com.

If you have any questions, please do not hesitate to contact Diane at (970) 625-5282 extension 3233 or dwhite@garfield-county.com.

This past year included numerous conversations regarding the cost of the Traveler program and examining potential ways to either contain or limit the increase in cost to this program. The bulleted point highlights are a few adjustments that have been initiated as a result of these conversations. These discussions will continue to happen through 2021.

These documents are being circulated earlier to allow time for each municipality to review how the cost may or may not impact their individual jurisdictions.

Sincerely,

Diane K. White
Diane K White

Services Administrator

**INTERGOVERNMENTAL AGREEMENT
FOR GARFIELD COUNTY SENIOR PROGRAMS
TRAVELER SERVICES - 2021**

This Intergovernmental Agreement is made by and between the **Garfield County Board of County Commissioners, State of Colorado**, a statutory county (“BOCC”), sitting as the BOCC and as the **Board of Social Services**, and the **Roaring Fork Transportation Authority**, a regional transportation authority (“RFTA”), in order to set forth the terms and conditions of county-wide transportation services for the Garfield County Senior Programs for calendar year 2021 (the “IGA” or “Agreement”). This Agreement is effective as of January 1, 2021.

RECITALS

- A. The BOCC and RFTA, collectively, the “Parties,” are authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, the BOCC and RFTA, together with seven (7) other governmental entities and local municipalities, entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens and persons with disabilities of Garfield County (“the 9-Party IGA”). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the nine parties have also entered into a Memorandum of Understanding that sets forth each party’s annual agreement to share administrative and operational costs of the Senior Programs meal and transportation services and the methodology by which those costs will be allocated among them (the “MOU”).
- D. The Town of Parachute, an original signatory to the 9-Party IGA, opted out of the Garfield County Senior Programs for 2017. Colorado Mountain College has opted out of the 9-Party IGA. The remaining seven original signatories have agreed to continue such services and have entered a 7-Party Memorandum of Understanding for 2021. The 2021 MOU is attached to this Agreement as Attachment No. 2 and is incorporated for the purpose of explaining the cost methodology adopted regarding the 2021 transportation services (the “2021 MOU”).
- E. Pursuant to the 9-Party IGA, the BOCC agreed to provide, through its Department of Human Services (“DHS”), the contractual management of transportation services for the Senior Programs. (9-Party IGA, ¶ 6.) The BOCC fulfills this responsibility by, among other things, annually negotiating this Agreement with RFTA and by

ensuring proper allocation of appropriate costs to the other municipalities in accordance with the MOU.

- F. The Colorado Human Services Code and the Colorado Older Americans Act authorize and encourage DHS to provide transportation services, such as the Traveler. The Colorado Older Americans Act encourages “agencies at all levels of government” to cooperate to administer programs and deliver services to the older population.
- G. The transportation services provides ADA based services to the eligible senior citizens and persons with disabilities of Garfield County in accordance with this Agreement are provided by the Traveler bus system operated by RFTA (the “Traveler”). The Traveler also provides services that are not within the scope this IGA.
- H. Both RFTA and the BOCC desire to continue to provide transportation services to eligible Garfield County senior citizens in 2021 in accordance with the 7-Party IGA and appropriate the 2021 MOU.

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

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this IGA is to define the responsibilities of the respective Parties with respect to the provision of transportation services to the eligible senior citizens, and persons with disabilities, defined below, of Garfield County.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2021 regardless of the date signed and shall terminate on December 31, 2021.
4. Transportation Services Provided. The transportation services funded by this Agreement are wheel chair accessible, curb to curb, driver assisted transportation services to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”). The Traveler also serves citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA’s boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(f) as required to comply with this IGA. Riders must make reservations 48 hours in advance.

5. Contract Amount. The amount to be paid by the BOCC to RFTA in 2021 for the provision of the services contemplated by this Agreement is **Five Hundred Forty-Nine Thousand Eight Hundred Twenty-Six Dollars and 96 Cents (\$549,826.96)**. This amount is based upon RFTA's estimated cost to provide the services in 2021 less amounts received by RFTA from other sources who utilize the Traveler bus system and less the cost to provide such services to the Town of Carbondale, the City of Glenwood Springs and the Town of New Castle, each of which is a member of RFTA. Amounts are projected and should they reflect a higher cost, those funds will be paid through the Restricted Fund Balance/The Traveler.

- a. RFTA's Estimated Cost. The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2021, RFTA estimates that its cost to provide these services is **\$748,097.00**.
- b. Other Traveler Services. The Parties recognize that RFTA's operation of the Traveler by means of this IGA does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **\$30,000.00** for 2021.
- c. RFTA Member Jurisdictions. The cost to provide senior transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth in the 2021 MOU, to which both the BOCC and RFTA are parties. For 2021, the total transportation cost attributable to these member jurisdictions pursuant to the applicable methodology is **\$168,270.04**.

6. RFTA Responsibilities. In order to accomplish the purposes of this IGA, RFTA agrees to perform the following:

- a. Transportation Services. RFTA shall provide and administer the transportation services described in RFTA's Scope of Services, attached as Attachment No. 1, and Exhibits A - E thereto, which are incorporated here as if fully set forth, plus certain special events, which in prior years have included the Garfield County Air Show, Volunteer Appreciation Luncheon and a Holiday show.
- b. Vehicle Inventory. RFTA shall purchase new vehicles as needed to maintain the Traveler Vehicle Inventory. Title to such vehicles will be held in RFTA's name. RFTA will update the Vehicle Inventory as required by the addition and/or removal of vehicles, in accordance with paragraph 6(c).

- c. Vehicle Replacement. In the event that any vehicle included on the Vehicle Inventory reaches the end of its useful life, RFTA shall either: (1) sell the vehicle by means of an advertised sealed bid and remit any proceeds of the sale to the BOCC; or (2) convey title to the vehicle to the BOCC by written agreement, at which time the vehicle shall be removed from the Vehicle Inventory. The Parties recognize the disposition of any vehicle must be in accordance with the rights of lien holders identified on the vehicle title.
- d. Vehicle Transfer. Upon expiration of this IGA, if not extended by future agreements, RFTA shall transfer title to all vehicles listed on the Vehicle Inventory to the BOCC.
- e. Communication System. RFTA shall continue to utilize its communication system for Traveler services.
- f. Donations and Contributions. RFTA shall provide to the BOCC all fees collected and/or donations received for support of the senior transportation programs in accordance with Attachment No. 1, paragraph 4. .
- g. Functional Assessment Assistance. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler services to the BOCC's Senior Programs Manager upon receipt and shall lead in the functional assessment process outlined in Paragraph 7(b) as requested by the Senior Programs Manager.
- h. Monthly Financial Reports. RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS on a monthly basis. Such reports shall include, without limitation, a monthly report of all expenses attributed by RFTA to the transportation services made the basis of this Agreement. The Parties agree to identify a mutually acceptable format for performance and fiscal reporting.
- i. Annual Reconciliation Report. In addition to the monthly reports, on or before January 29, 2022, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2021 calendar year. RFTA's obligations to submit a reconciliation report and return funds or request expenses shall survive termination of this IGA.
- j. Right to Audit. RFTA shall allow the BOCC to audit RFTA's books and records relating to the operation of the Traveler upon reasonable notice at any time during the term of this Agreement and for six (6) months thereafter. The audit shall be at the BOCC's expense except for reasonable RFTA personnel costs. The BOCC shall provide RFTA with a copy of any audit report within thirty (30) days following receipt by the BOCC. In addition, if requested RFTA will

provide the BOCC with a copy of its annual audit within thirty (30) days of the BOCC's request.

- k. Claim Notification. RFTA shall immediately notify the BOCC, through the Senior Programs Manager, of any accident involving the Traveler and any claim or lawsuit made against the Traveler or RFTA in writing in accordance with paragraph 15, and shall cooperate with the BOCC in responding to all complaints, claims or suits. Passenger Complaints shall further be handled in accordance with paragraph 6 of Attachment No. 1.
- l. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
- m. Cost Methodology. RFTA acknowledges and agrees to the Cost Methodology related to the allocation of senior programs transportation services agreed to in the 2021 MOU, dependent on RFTA's Board's final approval of the budget. Any additional costs will be covered by the fund established after cost savings at the end of the year have been recognized.
- n. IntelliRide. RFTA agrees to enter into a contract with Intelluride, the organization responsible for Medicaid non-emergent transportation and also agrees to maximize this reimbursement source as an income producing mechanism for the Traveler program. Income received from this source will offset the total cost of the Traveler.

7. BOCC Responsibilities. In order to accomplish the purposes of this IGA, the BOCC, directly or through DHS, agrees perform the following:

- a. Compensation. For calendar year 2021, the BOCC shall pay RFTA the amount set forth in paragraph 5 (**\$549,826.96**) for the services provided in accordance with this Agreement. Payment will be made in twelve (12) equal monthly payments of **\$45,818.91** beginning no later than February 26, 2021 and each 10th day of the month thereafter during the 2021 term of this IGA.
- b. Functional Assessment Evaluations. The BOCC agrees to assign a qualified DHS staff member to perform functional assessments of those individuals who wish to apply for Traveler services. The selected staff member may be the Senior Programs Manager identified in paragraph 15 ("Senior Programs Manager") or her designees and must be certified to determine eligibility for service. RFTA and DHS agree to use the same assessment instrument and to utilize the following process:

- (1) RFTA will notify the DHS Manager of every potential new client either presumed to be eligible for transportation services.
 - (2) The DHS Manager will send an application to the self-identified potential Traveler client.
 - (3) Upon receipt of a completed application, the DHS Manager or designees will schedule and complete the functional assessment.
 - (4) RFTA Supervisor and the DHS Manager will participate in scheduling a vehicle for use during the assessment.
 - (5) Certified RFTA staff will be available to schedule and complete assessments in conjunction with the DHS Manager.
- c. Training Assistance. The BOCC will make appropriate DHS personnel available to train Traveler staff, drivers, and volunteers with respect to the appropriate skills and sensitivities necessary to serve older and disabled adult passengers.
- d. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
- e. Complaint and Claim Cooperation. The BOCC shall cooperate with RFTA to respond to passenger complaints and claims of which the County has been notified by RFTA in accordance with paragraph 6(l).
- f. Bilingual Literature. The BOCC agrees to provide written information regarding the services provide for distribution by the Traveler in both English and Spanish.
- g. Fuel Access. The BOCC agrees to grant access to Traveler vehicles to the BOCC fueling stations by means of the Garfield County's gas fueling system. All fuel costs will be paid by RFTA, the expense for which may be credited to the monthly invoice amount set forth in paragraph 7(a).
8. Termination. Either Party may terminate this IGA upon a minimum of thirty (30) calendar days after the date of written notification by the other Party. Such termination may be with or without cause. Upon such termination, RFTA shall be entitled to compensation for operation of the transportation services provided prior to the date of termination. Unexpended funds shall be returned to the BOCC and all vehicles and equipment shall be conveyed or assigned to the BOCC, in accordance with paragraph 6(d).

9. Indemnification. To the extent permitted by law, the Parties shall hold harmless, indemnify and defend the other, including the other's employees, officers, agents, and assigns, from any claim, lawsuit or award of damages, to the extent such claim, lawsuit or award arises from the action or inaction of that party's officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC or RFTA would otherwise be entitled under C.R.S. § 24-6-101, *et seq.*

10. Appropriation. This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. Should either RFTA or the BOCC fail to appropriate or have available sufficient funds to pay for the costs of the obligations set forth herein, this IGA shall be considered of no force and effect, except to the extent that the BOCC has tendered payment to RFTA as set forth herein.

11. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

12. Amendment and Assignment. This IGA may be amended, altered, or modified solely through a written agreement signed by both Parties. This IGA may not be assigned without written agreement.

13. Facsimiles and Counterparts. This IGA and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

14. Notice and Identity of Administrators and Contact Persons. Notices required under this IGA shall be in writing and may be hand-delivered, sent by receipted delivery service or certified mail, return receipt requested, postage prepaid, or delivered electronically to the addresses and authorized representatives, identified below. Any Party by notice so given may change the address to which future notices shall be sent, as well as the identity of the IGA Administrator.

Notice to RFTA:	Dan Blankenship, Chief Executive Officer
Administrator	Roaring Fork Transportation Authority
Contact Person	2307 Wulfsohn Road
	Glenwood Springs, CO 81601
	Phone: (970) 384-4981
	Fax: (970) 945-7386
	E-mail: dblankenship@rfta.com

Notice to BOCC: Sharon Longhurst-Pritt, DHS Director
Administrator 195 West 14th Street, Building B
Rifle, CO 81650
Phone: (970) 625-5282, Ext 3265
Fax: (970) 625-0927
E-mail: spritt@garfield-county.com

Contact Person Judy Martin, Senior Programs Manager
For BOCC: 195 West 14th Street
Rifle, CO 81650
Phone: (970) 945-9191, ext. 3061
Fax: (970) 928-0465
E-mail: jumartin@garfield-county.com

15. Authority. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

16. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action pursuant to this IGA shall lie in Garfield County, Colorado.

IN WITNESS WHEREOF, the Parties have executed triplicate originals of this IGA to be effective on the date of the last signature set forth below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES**

Clerk to the Board

By: _____
_____, Chair

ATTEST:

**ROARING FORK TRANSPORTATION
AUTHORITY**

Clerk to the RFTA Board of Directors

By: _____
_____, Chair

INDEX OF ATTACHMENTS

Attachment No. 1: 2021 RFTA Scope of Services

Exhibit A: 2021 Vehicle Inventory

Exhibit C: 2021 County Holidays

Attachment No. 2: 2021 7-Party Memorandum of Understanding

Attachment No. 1 to Traveler IGA 2021

RFTA SCOPE OF SERVICES

1. Service Description: The services to be performed by RFTA shall include, but not be limited to, scheduling the most appropriate and cost-effective trips, providing individual transportation services on a pre-arranged and/or scheduled basis for all eligible Garfield County residents. The present 2021 Vehicle Inventory and Garfield County Holiday Schedule are attached as Exhibits A and B, respectively. All of the items specified below shall be documented, updated, and maintained in written form by RFTA and shall be made available to the County upon request.

2. Services Provided. RFTA shall be responsible for day-to-day administration and provision of the Traveler bus services in Garfield County, including:

- a. Provide Garfield County trips to congregate meal sites, medical-related appointments locally, social activities, paid and volunteer employment, and to activities of daily living destinations as agreed to by the County and RFTA and providing at least one trip per month for medical-related appointments.
- b. Maintain the Traveler schedule including days of the week (currently 5 days a week), excluding Garfield County Holidays (see Exhibit B), number of rides provided by jurisdiction, starting location, destinations, and type of service (i.e., wheelchair accessible, curb to curb, driver assisted transportation).
- c. Deliver meals from the Valley View Hospital kitchen to the East Garfield meal sites, excluding Sunnyside Retirement Center, and from the Rifle Senior Center kitchen to the West Garfield meal sites as identified by Garfield County Senior Programs. Meals shall be transported in a cambro and be properly secured in the vehicles. The Traveler may be used to assist with door to door delivery of meals during COVID. At such a time when congregate meals return Traveler services for delivery of meals will no longer be utilized.
- d. Provide all personnel services, including but not limited to recruiting, hiring, performing background checks, training, supervising and monitoring qualified Traveler staff including program managers, drivers, dispatchers, schedulers, and others, according to applicable law, rules and regulations.
- e. Coordinate the training of Traveler staff regarding the special skills and sensitivity needed when serving senior citizens and adults with disabilities utilizing the Traveler.

- f. Coordinate between the Traveler and the RFTA fixed route service to maximize services in Garfield County for senior citizens and adults with disabilities.
 - g. Work with the Garfield County Senior Programs Manager and DHS Finance Director toward a mutually agreed upon format for performance and fiscal reporting and on the report submission schedule.
 - h. Distribute information on the Traveler provided by the BOCC in English and Spanish, with the assistance of Garfield County Senior Programs, including Traveler usage rules and information on the Garfield County Senior Programs.
 - i. Carry out Traveler operations in accordance with applicable federal, state and local rules, regulations, statutes, laws, and policies and procedures.
 - j. Discuss any major purchase, e.g. communication equipment or new vehicles, for which funds provided under this IGA will be used, with the Garfield County Senior Programs Manager. Any vehicles and equipment purchased with contract funds shall be conveyed to the BOCC and shall be returned to the possession of the BOCC if RFTA ceases to provide services described herein.
 - k. Maintain the confidentiality of all users of the Traveler.
 - l. Participate in the Garfield Emergency Operations when necessary.
 - m. RFTA agrees to comply with all recommendations of Public Health as a result of COVID. This may include but is not limited to additional cleaning regimes, mask wearing compliance, limited number of passengers on the Traveler at one time and other such activities as directed through orders of the Governor or CDPH.
3. Vehicles: RFTA shall:
- a. Regularly maintain, and keep in a good quality, attractive, and safe condition all vehicles identified on the Vehicle Inventory list attached as Exhibit A and used in providing Traveler transportation services. In the event of mechanical breakdown by a vehicle which results in the removal of a vehicle from service, RFTA shall have a reasonable time during that same day within which to replace the affected vehicle.
 - b. License, register and insure all vehicles used in the Traveler identified on Exhibit A and add the BOCC as a “loss payee” or “additional insured,” as appropriate, along with the lien holders identified on the vehicle titles or registrations.
 - c. Provide proof of current registration and insurance in accordance with paragraph 3(b) to the DHS Senior Programs Manager for calendar year 2021.

d. Allow the BOCC to change signage on the Traveler vehicles to reflect program management by Garfield County, RFTA and organizations providing funding.

4. Collection of Revenue: RFTA shall develop a procedure for offering users of the Traveler the opportunity to contribute to the costs of the services, and shall not deny services if a passenger cannot contribute. RFTA shall collect any fares from Traveler passengers and provide such collections to the BOCC through the DHS Senior Programs Manager on a weekly basis.

5. Service Reports and Audit: RFTA shall submit to the BOCC, through the Senior Programs Manager in the Department of Human Services, a monthly report due on the 10th of the following month. The report will include the following information:

- the actual route hours and miles incurred
- specific number of one-way rides provided during the prior month by each jurisdiction, indicating type of ride and including whether the ride was ADA, Para-transit, Assisted, Lift Ride or Wheelchair.
- the number of trips denied and the reasons denied
- the use of a waiting list, if a list is required
- variance in the Traveler's user numbers or expenditures. RFTA shall alert the County with possible remedies and adjustments if user figures or dollars expended rise or fall significantly.
- amount of program income received from Traveler ridership
- amount of program income received from IntelliRide as a result of non-emergent medical transportation.
- number of persons with disabilities who are not senior citizens utilizing the Traveler
- completed and updated Rider Information including any re-assessments and new functional assessments completed during the month.

6. Passenger Complaints. Every complaint, concern or suggestion concerning the Traveler shall be responded to as promptly as practicable. RFTA shall maintain a program providing a reasonable opportunity for users of the Traveler to render complaints, suggestions, and comments concerning the Traveler. RFTA shall provide the BOCC, through its Senior Programs Manager, with copies of all communications received by customers on a monthly basis, by the 20th of the month following the month in which they occurred.

7. Traveler Drivers: RFTA shall ensure that all Traveler drivers comply with all local, state and federal laws and regulations applicable to providing transit services. In recognition of the quality and care of services provided by RFTA and the importance of a first impression made on the public, RFTA management shall monitor the following appearance standards for drivers on the Traveler routes:

- a. Drivers shall present a neat, clean, hygienic and professional appearance at all times.
- b. Smoking, chewing tobacco, or reading personal materials shall not be permitted while boarding or transporting passengers.
- c. The cleanliness and appearance of the interior and exterior of each van.

EXHIBIT "A"
2021 TRAVLER VEHICLE INVENTORY

January 2021 Traveler Vehicles

	License Plate	Vehicle Number	Staging Area	Year	Vehicle Make & Model	# Passengers	VIN	Liability	Access Use
1.	799JCI	G3	GWS	2004	Ford E450 SD Startrans	14	1 FDXE45S33HB90587	X	Lift
2.	798JCI	G4	GWS	2005	Ford E350 SD Startrans	14	1 FDWE35S94HB52403	X	Lift
3.	795JCI	G5	Admin-GWS	2005	Pontiac Montana AWD PV	5	1GMDX33L85D277432	X	
4.	794JCI	G7	Admin-Rifle	2006	Toyota Van Sienna	5	5TDZA23C16S460666	X	
5.	796JCI	G8	GWS	2007	Ford E450 Senator S II	14	1FDXE45S760B15709	X	Lift
6.	377VHC	G11	Rifle	2009	Ford E 450 SD StarCraft	14	1FDEE45SX9DA61905	X	Lift
7.	378VHC	G12	Rifle	2009	Ford E350 SD Goshen Pacer	8	1FDEE35L49DA88564	X	Lift
8.	528 RUQ	G14	GWS-CNG	2015	Ford E450 SD Glaval	14-2WC	1FDFF4FS9FDA12107	X	Lift Rear
9.	529 RUQ	G15	GWS-CNG	2015	Ford E450 SD Glaval	14- 2WC	1FDF4FS6FDA30502	X	Lift Rear
10.	OHK929	G16	Rifle	2018	Ford E450 SD Glaval	14- 2WC	1FDFF4FS0JDC31000	X	Lift Rear
11.	OHK930	G17	Rifle	2018	Ford E450 SD Glaval	14- 2WC	1FDFF4FS2JDC31001	X	Lift Rear

EXHIBIT “B”
2021 GARFIELD COUNTY HOLIDAY SCHEDULE

Friday, January 1st – New Year’s Day
Monday, February 15th – President’s Day
Monday, May 31st – Memorial Day
Monday, July 5th – Independence Day
Monday, September 6th – Labor Day
Thursday, November 11th – Veteran’s Day
Thursday, November 25th – Thanksgiving Day
Friday, November 26th – Post Thanksgiving Day
Thursday, December 23rd – Christmas Eve Day
Friday, December 24th – Christmas Day

Attachment No. 2 to Traveler IGA 2021

7-Party Memorandum of Understanding 2021

**7-PARTY MEMORANDUM OF UNDERSTANDING
REGARDING GARFIELD COUNTY SENIOR PROGRAMS
FOR 2021**

This Memorandum of Understanding is entered into between:

The Garfield County Board of County Commissioners, (“BOCC”)
The City of Rifle, Colorado,
The City of Glenwood Springs, Colorado,
The Town of Carbondale, Colorado,
The Town of New Castle, Colorado,
The Town of Silt, Colorado,
Roaring Fork Transportation Authority, (“RFTA”)

(collectively, the “7-Parties”) in order to set forth the terms and conditions of their cooperative provision, administration and funding of a county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2021 (the “MOU”). This MOU is effective as of January 1, 2021, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens of Garfield County (“the 9-Party MOU”). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party’s annual commitment to share the administrative and operational costs of the Senior Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the “MOU”).
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. Colorado Mountain College has opted out of the 9-Party IGA.

- E. Each of the remaining 7-Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2021 in accordance with the original 9-Party MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2021.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2021 regardless of the dates signed and shall terminate on December 31, 2021.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times, and further agree that the costs to provide such services will be allocated among them as follows:
 - a. Cost Methodology – Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2021.
 - b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2018 and June 2019 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.
 - c. Application of Cost Methodology to the 2021 Budget: As illustrated in **Attachment A**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2021 is **\$386,737.00**. The BOCC's 40% share of that amount equals **\$154,694.80**. Anticipated grant and program funding income for 2021 is **\$241,853.00**. The remaining balance is \$0.00.

- d. Adjustment to Services 2021: As a result of COVID19 meal sites have been moved from a congregate setting to a drive by pick up setting. Dependent on the need of the client some meals are being provided with home delivery. This arrangement will end at such time COVID 19 restrictions have ended.

6. Transportation Services. The BOCC, RFTA and Municipalities agree that Senior Program transportation services will be provided to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”) and citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation based upon the schedule. These services will be provided by RFTA’s Traveler bus system and will be wheelchair accessible, curb to curb, driver assisted transportation and will also include the delivery of meals to the meal site locations. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology:

- a. Cost Methodology - Transportation: The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2021. The remaining fifty percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the number of rides provided to residents of each Municipality. RFTA agrees to be responsible for the cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle, the Town of Silt agree to pay their proportionate share of transportation costs based upon the number of rides provided to the residents of each. The BOCC agrees to be responsible for all rides provided to residents of unaffiliated Garfield County as well as any shortfall in anticipated grant and program funding income.
- b. Application of Cost Methodology to 2021 Budget. As illustrated in **Attachment B**, the total budgeted cost to provide Senior Transportation Services in 2021 is **\$761,487.00**. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of **\$43,390.00** and **\$748,097.00 (PROJECTED)** respectively, less the amount of **\$30,000** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC’s 50% share of this amount equals **\$380,743.50**. Anticipated grant and program funding income for 2021 is **\$84,031.00**. The remaining balance of **\$296,712.50** is distributed among the Municipalities based upon the portion of total rides provided to residents of each Municipality between July 2019 and June 2020, which results in the following amounts due:

Municipality	Number of Rides	Percent of Total	Amount Due
--------------	-----------------	------------------	------------

Carbondale*	467	4.68%	\$13,900.96
Glenwood Springs*	4,871	48.87%	\$144,992.64
New Castle*	315	3.16%	\$9,376.45
Silt	225	2.26%	\$6,697.46
Rifle	4,090	41.03%	\$121,745.00
TOTAL	9,968	100%	\$296,712.50

c. Payment. The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of **\$549,826.96** in twelve (12) equal monthly payments **\$45,818.91** for Senior Transportation Services (the “Traveler IGA”). This amount represents RFTA’s estimated cost to provide such services in 2021 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.

d. Appropriation. This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end. The attached budget is a draft and may change dependent on RAFTA’s board final approval (anticipated to be received mid-December.) Any additional cost will be paid through the fund established after cost savings at the end of the year have been recognized. If there is no cost savings at the end of the year and the cost of the Traveler program exceeds the amounts set forth in this MOU the additional cost will be covered through the fund balance.

e. COVID 19 Accommodations. Traveler services will be adjusted as a result of Governor orders or Public Health recommendations

7. Whole Agreement. This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

8. Amendment and Assignment. This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of the all.

9. Facsimiles and Counterparts. This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

10. Authority. Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this MOU. Venue for any action instituted pursuant to this MOU shall lie in Garfield County.

12. Notice. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale	Jay Harrington, Town Manager Town of Carbondale 511 Colorado Avenue Carbondale, CO 81623 (970) 963-2733 ext. 1207 jharrington@carbondaleco.net
Garfield County	Sharon Longhurst-Pritt, Director Garfield County Department of Human Services 195 West 14 th Street, Building B Rifle, CO 81650 (970) 625-8282 ext. 3265 spritt@garfield-county.com
Glenwood Springs	Debra Figueroa, City Manager City of Glenwood Springs 101 W. 8 th Street Glenwood Springs, CO 81601 (970) 384-6500
New Castle	Dave Reynolds, Town Administrator New Castle Town Hall 450 West Main Street, P O Box 90 New Castle, CO 81647 970) 984-2311 Dreynolds@newcastlecolorado.org
RFTA	Dan Blankenship, Chief Executive Officer Roaring Fork Transportation Authority 2307 Wolfshon Road Glenwood Springs, CO 81601 (970) 384-4981

dblankenship@rfta.com

Rifle

Scott Hahn, City Manager
City of Rifle
202 Railroad Ave
P. O. Box 1980
Rifle, CO 81650
(970) 625-6266
shahn@rifleco.org

Silt

Jeff Layman, Town Administrator
Town of Silt
231 N. 7th Street, PO BOX 70
Silt, CO 81652
970-876-2353, ext. 813
jlayman@townofsilt.org

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2021.

ATTEST:

TOWN OF CARBONDALE, COLORADO

Town Clerk

By: _____
Dan Richardson, Mayor

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES**

Clerk to the Board

By: _____
John Martin, Chairman

Date: _____

ATTEST:

**CITY OF GLENWOOD SPRINGS,
COLORADO**

City Clerk

By: _____
Jonathan Godes, Mayor

Date: _____

ATTEST:

TOWN OF NEW CASTLE, COLORADO

Town Clerk

By: _____
Art Riddile, Mayor

Date: _____

ATTEST:

**ROARING FORK TRANSPORTATION
AUTHORITY**

2021 7-Party MOU

By: _____

ATTEST:

TOWN OF CARBONDALE, COLORADO

Town Clerk

By: _____
Dan Richardson, Mayor

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES**

Clerk to the Board

By: _____
John Martin, Chairman

Date: _____

ATTEST:

**CITY OF GLENWOOD SPRINGS,
COLORADO**

City Clerk

By: _____
Jonathan Godes, Mayor

Date: _____

ATTEST:

TOWN OF NEW CASTLE, COLORADO

Town Clerk

By: _____
Art Riddile, Mayor

Date: _____

ATTEST:

**ROARING FORK TRANSPORTATION
AUTHORITY**

2021 7-Party MOU

By: _____

Secretary to the Board of Directors

_____, Chair

Date: _____

ATTEST:

CITY OF RIFLE, COLORADO

City Clerk

By: _____
Barbara Clifton, Mayor

Date: _____

ATTEST:

TOWN OF SILT, COLORADO

Town Clerk

By: _____
Keith B. Richel, Mayor

Date: _____

ATTACHMENT A

**2021 CONGREGATE MEAL BUDGET
AND COST METHODOLOGY (PROPOSED)**

Nutrition Budget	Annual
Wages	\$ 136,422.00
Employee Benefits	\$ 67,965.00
Professional - Other	\$ 152,000.00
Rental of Land & Buildings	\$ 500.00
Communications	\$ 500.00
Printing and Binding	\$ 300.00
DHS - Destruction of Records	\$ 250.00
Travel	\$ 300.00
Motor Pool Charges	\$ 10,500.00
Professional Affiliations	\$ 100.00
Training	\$ 800.00
Office Supplies	\$ 1,000.00
Operating Supplies	\$ 9,000.00
Computer Supplies	\$ 400.00
Freight, postage, Delivery	\$ 2,300.00
Copy Machine Usage	\$ 1,400.00
Food - non travel related	\$ 3,000.00

Staff: 64% Manager
72% Program Coordinator
77% Program Coordinator

DRAFT

Total 12 Month Budget	\$386,737.00
Less AAA funding	\$ 197,853.00
Less NSIP Incentives	\$ 13,000.00
Less Program Income	\$ 31,000.00
Grant & Program Income Total	\$ 241,853.00
40% County Share of Total Expenses	\$ 154,694.80
Garfield County Share	\$ 154,694.80
Projected Income/County Share	\$ 396,547.80
Income less expenses	-\$9,810.80
Municipal Budget Share for Distribution	-\$9,810.80

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES								
2021	Jurisdiction	# of Meals Served	Percent of Total	Municipal Nutrition Contribution	2020		2019	
					# Meals	Contributions	# Meals	Contributions
	Carbondale	1,306	8.48%	\$0.00	1,342	\$ -	1,241	\$ 1,526.41
	Glenwood Springs	4,875	31.66%	\$0.00	4,111	\$ -	3,873	\$ 4,763.72
	New Castle	723	4.70%	\$0.00	719	\$ -	734	\$ 902.81
	Silt	2,074	13.47%	\$0.00	2,418	\$ -	2,477	\$ 3,046.67
	Parachute	-	0.00%	\$0.00	-	\$ -	-	\$ -
	Rifle	6,420	41.69%	\$0.00	7,157	\$ -	7,918	\$ 9,739.00
	Municipal Total	15,398	100.00%	\$0.00	15,747	\$ -	16,243	\$ 19,978.60
	Garfield County Parachute	3,265			3,190		3,253	
	Grand Total	18,663			18,937		19,496	

Based on July 2019 - June 2020 Usage

Based on July 2018 - June 2019

Based on July 2017 - June 2018

ATTACHMENT B

**2021 TRANSPORTATION BUDGET AND
COST METHODOLOGY (PROPOSED)**

Transportation Budget	Annual	
Wages	\$ 26,340.00	Staff: 32% Manager
Employee Benefits	\$ 13,950.00	7% Prog Coordinator
Prof Oth - County Attorney Contr	\$ 500.00	
Communication	\$ 400.00	
Printing and Binding	\$ 200.00	
Motor Pool Charges	\$ 1,000.00	
Training	\$ 200.00	
Office Supplies	\$ 200.00	
Computer Supplies	\$ 200.00	
Freight, Postage, Delivery	\$ 400.00	
Total County Expenses	\$ 43,390.00	

DRAFT

RFTA \$ 748,097.00 Projected based on RFTA Actual Expenditures, subject to change until Budget is adopted in December

MINUS GWS Paratransit	\$ 30,000.00
Total RFTA Expenses	\$ 718,097.00
Total Expenses	\$ 761,487.00
Less Program Income	\$ 30,000.00
Less CSBG	\$ 54,031.00
Total G/P Income	\$ 84,031.00
Less 50% County Share	\$ 380,743.50
Total County Share	\$ 380,743.50
Total Revenue	\$ 464,774.50
Total Expenses	\$ 761,487.00
Income less expenses	\$ 296,712.50

Municipal Budget Share for Distribution \$ 296,712.50

TRANSPORTATION BREAKDOWN Based on July 2019 - June 2020 Usage									
Jurisdiction	2021	# of Rides Provided	Percent of Total	Municipal Transportation Contribution	2020		2019		Contributions
					# Rides	Contributions	# Rides	Contributions	
Carbondale*		467	4.68%	\$13,900.96	732	\$15,519.67	248	\$7,572.94	
Glenwood Springs*		4,871	48.87%	\$144,992.64	5,419	\$114,892.22	3,827	\$116,861.48	
New Castle*		315	3.16%	\$9,376.45	519	\$11,003.70	375	\$11,451.02	
Silt		225	2.26%	\$6,697.46	145	\$3,074.25	394	\$12,031.21	
Parachute		-	0.00%	-	-	\$0.00	-	\$0.00	
Rifle		4,090	41.03%	\$121,745.00	5,208	\$110,418.65	3,865	\$118,021.85	
MUNICIPAL TOTAL		9,968	100.00%	\$296,712.50	12,023	\$254,908.49	8,709	\$265,938.50	
* RFTA Members									
Rural Garfield County		3,221			3,419		3,150		
Mt. Valley		-			1,861		2,608		
Parachute		-			-		-		
Total		13,189			17,303		14,467		

1
2
3 **New Castle Town Council Regular Virtual Meeting**
4 **Tuesday, December 01, 2020, 7:00 PM**
5

6
7 **Due to concerns related to COVID-19, this meeting will be held as a virtual**
8 **meeting only. The public is welcome to attend.**
9

10 **To join by computer, smart phone or tablet:**
11 **<https://us02web.zoom.us/j/7096588400>**
12

13 **If you prefer to telephone in:**
14 **Please call: 1-346-248-7799**
15 **Meeting ID: 709 658 8400**
16

17 **Follow the prompts as directed. Be sure to set your**
18 **phone to mute until called on.**
19

20 **Call to Order**

21 Mayor A Riddile called the meeting to order at 7:00 p.m.
22

23 **Pledge of Allegiance**
24

25 **Roll Call**

26 Present	Councilor Mariscal
	Councilor Owens
	Councilor Hazelton
	Mayor A Riddile
	Councilor Copeland
	Councilor Leland
32 Absent	Councilor G Riddile

33

34 Also present at the meeting were Town Clerk Melody Harrison, Public Works Director John
35 Wenzel, Town Treasurer Loni Burk and members of the public.
36

37 **MOTION: Mayor A Riddile made a motion to excuse Councilor G Riddile's**
38 **absence. Councilor Owens seconded the motion and it passed unanimously.**
39

40
41 **Meeting Notice**

42 Town Clerk Melody Harrison verified that her office gave notice of the meeting in
43 accordance with Resolution TC 2020-1.
44

45
46 **Conflicts of Interest**

47 There were no conflicts of interest.

1
2 **Agenda Changes**

3 There were no agenda changes.
4
5

6 **Citizen Comments on Items not on the Agenda**

7 Myrna Candreia, New Castle resident, said that she wanted to comment on the building
8 going up on S. Wildhorse Drive. Ms. Candreia thanked the council for their time. She said
9 she lived on Foxwood Lane, and had been attending many of the meetings and there was
10 a lot of building proposed to be going up and she urged everyone to think about that
11 before it was passed. Ms. Candreia said she had serious concerns about the infrastructure
12 needed to accommodate the type of housing proposed. She said that the parking was also
13 a serious issue and she knew that from Foxwood and Redstone that there was a lot of
14 building and no place for cars and she felt it was an issue for the community. Ms.
15 Candreia said she also had a serious concerns regarding fire safety because she felt it was
16 not being addressed. She was also concerned about the fact that there was no evacuation
17 plan. Ms. Candreia said that there was not enough open space. She said that there would
18 only be one chance to get it right and to set a precedent for future development. Ms.
19 Candreia said that New Castle was viewed as a bedroom community to Glenwood Springs
20 and not a destination for tourism. Ms. Candreia said she wanted New Castle to become a
21 destination, and for it to stay a sweet little town without a sea of rooftops. Ms. Candreia
22 asked that the council take time to review the Town's Comprehensive Plan as well as the
23 original plans for the development and asked that they vote no on the project.
24

25 Jessica Dooling, 729 S. Wildhorse Drive. Ms. Dooling urged the council to maintain the
26 atmosphere in New Castle. She said she also had concerns about fire and emergency
27 evacuation. She said what was being called open space along Castle Valley Boulevard was
28 nothing more than right-of-way and not useable and she did not feel it should qualify as
29 open space. Ms. Dooling said that she had concerns about parking and snow removal, and
30 in previous versions of the development there was temporary snow storage in phase 2
31 that will go away once phase 2 was developed, worsening an already significant parking
32 and snow storage issue. Ms. Dooling stated that she agreed with everything that Ms.
33 Candreia said, and she urged the council to think seriously about approving the
34 development.
35

36 Denise Scheberle, 507 S. Wildhorse. Ms. Scheberle said she was also present to urge the
37 town council to think carefully about the filing 11 development. She said that on the town
38 website there were policy statements of civic engagement and social capital that she
39 found to be laudable goals and what the town should strive toward accomplishing. Ms.
40 Scheberle said that in her observation, the applications for filing 11 had shown little of
41 either. Regarding civic engagement, she said that the town had not told citizens that the
42 filing 11 proposal was the largest development in a decade, and it was insufficient not
43 telling people what was going on. In addition, she said that citizens had only had two
44 opportunities to speak or provide written comments: once in May 2020 and once on
45 November 23, 2020. More than seventy residents signed one letter submitted which she
46 felt was significant.

47 Regarding social capital, Ms. Scheberle said that the function of the planning and zoning
48 (P&Z) commission was potentially social capital at its very best. She said P&Z had done

1 hard and valuable work in reviewing the filing 11 development and its fit with the
2 comprehensive plan, which was their job. Ms. Scheberle said the P&Z had correctly
3 decided on a 7 to 0 vote to deny. She felt the vote was correct because the development
4 was bad on many levels, yet the town council voted 5 to 2 to send the application back to
5 P&Z. Ms. Scheberle said there would be another decision point on December 9, 2020.
6 Because the town council had ultimate authority, she respectfully requested that they not
7 allow Castle Valley Ranch Investors (CVR Investors) to build 85 units on just 13 acres and
8 to get away with very little open space, creating traffic and public safety issues. She felt
9 so much more could be done. Ms. Scheberle said that New Castle could be a really special
10 town or just mediocre. She also said that effort could be made to please an out-of-town
11 developer, or there could be a development that benefitted the town, adjacent property
12 owners and future residents. Ms. Scheberle asked that CVR Investors not be allowed to
13 repeat the mistakes made on Redstone and Foxwood Lane. She also asked that the
14 council creatively work with the P&Z to achieve a standout community and a better
15 proposal for development. Ms. Scheberle said that the citizens stood ready to build social
16 capital together. She thanked the council.

17
18 Connie Davis, 818 Ute Circle. Ms. Davis said that she concurred with the people who had
19 spoken before her and noted that it had been the same concerns over and over with P&Z
20 so she did not feel the need to repeat anything because she felt the council was aware of
21 the objections of the citizenry. Ms. Davis said that she felt the council had a great
22 responsibility to pay attention to the comprehensive plan that had been set forth for the
23 community. She also felt they needed to understand going forward about the fires that
24 had been in the area, and the kind of snow and where it would be put. Ms. Davis said the
25 issues were going over the council heads except when the people were living in the
26 conditions, and no one gave any forethought to them. Ms. Davis urged the council to give
27 serious forethought to the issues that were right in from of the council's eyes, that exist in
28 areas in Lakota and other neighborhoods; the density. Ms. Davis said there would be
29 impact to Castle Valley Boulevard because all the people will be trying to get out on Castle
30 Valley Boulevard and will clog up the road. Ms. Davis said she would finish with a
31 question. She noted that there seemed to be hesitation to build the proper percentage of
32 commercial required because the attitude seemed to be that there needed to be more
33 population to warrant commercial building. Ms. Davis asked if the filing 11 application was
34 the council's answer to getting more population for commercial builds. She thought it was
35 a poor way to address it, and that slow, smart growth was best and what everyone
36 wanted. Ms. Davis urged the council to consider it.

37
38 Sally Linden, 805 Ute Circle. Ms. Linden said that she thought everyone knew how she felt
39 because she had spoken at the previous two meetings and written letters. Ms. Linden
40 urged the council to think about what the proposed units represented, because they would
41 be inexpensive units and they will bring in investors that will turn the units into rental
42 units, which will bring property values down and make the town a mess. She said that she
43 agreed with anything that Ms. Davis and Ms. Scheberle or anyone else has said because
44 she wanted the town to remain sweet and wonderful with slow growth. Ms. Linden
45 reminded that New Castle got tremendous winds, and if there was a spark in the west side
46 of town everyone would be toast in five minutes. Everyone trying to evacuate at the
47 same time with the proposed project would be monumentally crazy.

1 Thomas Elder, 247 N 7th Street. Mr. Elder, speaking on behalf of himself and his wife,
2 Mary Johnson, said that they wanted to echo what Ms. Davis and Ms. Scheberle had said.
3 He said that he felt the can should be kicked to some other town.
4

5 Ines Baquero, 73 Mt. Harvard Court. Ms. Baquero said that everything had been well-said
6 previously, and that she only wanted to add that if something was going to be done, it
7 should be done right, and that the council should not forget the town that they were
8 working for.
9

10 Mayor A Riddile thanked everyone for his or her comments and he said that the council
11 would listen.
12
13

14 **Consultant Reports**

15 Consultant Attorney – not present.
16 Consultant Engineer – not present.
17
18

19 **Items for Consideration**

20 21 **Colorado Department of Transportation Presentation: New Castle Traffic Circle**

22 Jenna Siegel, Consultant Project Manager, Stolfus & Associates, Inc. Ms. Siegel greeted
23 the council. She introduced CDOT Engineer Todd Ipsen.

24 Ms. Siegel screen-shared a power point presentation and reviewed the history of the US
25 Highway 6 Roundabout at Castle Valley Boulevard project that she had been part of since
26 2015. She provided a detailed review of the interchange project that included an
27 interchange study done in 2016, a phased implementation plan, roundabout layout plans,
28 a rearrangement of the Walters Lane/New Castle Plaza access, the RFTA crossing and a
29 project timeline.

30 The council, Public Works Director John Wenzel and Ms. Siegel discussed various details of
31 the project including the fact that there was not currently funding for it.

32 The council thanked Ms. Siegel and Mr. Ipsen.
33
34

35 **Garfield Clean Energy Presentation: Solar Array Buyout**

36 Katharine Rushton, Renewable Energy Program Director, Clean Energy Economy for the
37 Region. Ms. Rushton greeted the council. She screen-shared a power point presentation:

38 Analysis of Early Buy Out for New Castle Public Works Power Solar Services Agreement.

39 Ms. Rushton said that the solar array that was installed in 2010 on the rooftops of the
40 Public Works Facility was constructed under a *Solar Power Services Agreement (SPSA)*
41 with an outside vender. The array was owned and operated by the vender in a way that
42 held mutual financial benefits for the operator and the Town. The agreement associated
43 with the array (SPSA) had an early buyout option that allowed the Town to purchase full
44 ownership of the assets after the initial 7-year term of the contract.

45 Ms. Rushton said that CLEER Energy had been working with Town Staff to help develop
46 the cost benefits and the pros and cons of taking advantage of the early buyout option.

47 Ms. Rushton walked Council through a cost analysis study providing information and
48 clarity.

1 After a detailed presentation, the Council felt they were in no hurry to make a decision
2 and would address it at a later date.
3 They thanked Ms. Rushton for her presentation.
4
5
6

7 **Consider Resolution TC 2020-32 - A Resolution of the Town Council of the Town**
8 **of New Castle Adopting a Budget for the Town of New Castle, Colorado, for the**
9 **Fiscal Year Beginning on January 1, 2021 and Ending on December 31, 2021,**
10 **Appropriating the Amounts Specified in the Budget as Expenditures from the**
11 **Funds Indicated, Levying the Property Tax Proposed in the Budget, and**
12 **Reserving and Designating Certain Amounts in Each Fund.**

13 Town Treasurer Loni Burk said that the council and staff had been working on the 2021
14 budget since about September, and the resolution for consideration was for adoption of
15 the final budget document. She said that there had not been any substantial changes
16 made since the last meeting. She quickly review each of the four funds.

17 Mayor A Riddile opened the public hearing at 8:07 p.m.

18 There were no citizen comments.

19 Mayor A Riddile closed the public hearing at 8:08 p.m.

20 **MOTION: Mayor A Riddile made a motion to approve Resolution TC 2020-32 - A**
21 **Resolution of the Town Council of the Town of New Castle Adopting a Budget for**
22 **the Town of New Castle, Colorado, for the Fiscal Year Beginning on January 1,**
23 **2021 and Ending on December 31, 2021, Appropriating the Amounts Specified in**
24 **the Budget as Expenditures from the Funds Indicated, Levying the Property Tax**
25 **Proposed in the Budget, and Reserving and Designating Certain Amounts in Each**
26 **Fund. Councilor Mariscal seconded the motion and it passed on a roll-call vote:**
27 **Councilor Mariscal: yes; Mayor A Riddile: yes; Councilor Leland: yes; Councilor**
28 **Hazelton: yes; Councilor Owens: yes; Councilor Copeland: yes.**
29
30
31

32 **Consider Ordinance TC 2020-8 - An Ordinance of the Town of New Castle,**
33 **Colorado summarizing additional expenditures for the Utility Fund, Conservation**
34 **Trust Fund and Cemetery Fund, and adopting a supplemental budget for the**
35 **Town of New Castle, Colorado, for the calendar year beginning on the first day of**
36 **January, 2020 and ending on the last day of December, 2020 (1st reading)**

37 Treasurer Burk said that staff looked at the 2020 budget as it was approved and then as
38 look at the end of the year and how the 2020 budget was projected to end. She said that
39 if expenses were more than what was originally adopted in the budget, it was necessary
40 to adopt a supplemental budget via ordinance.

41 Treasurer Burk reviewed the four funds. She said that the general fund did not have any
42 changes. She said that the utility fund was increased by about \$70k because the bulk
43 water station came in higher than originally anticipated. In addition, the conservation
44 trust fund was higher by about \$5k and most of that was due to funds that were allocated
45 for the engineering study for Burning Mountain Park. Last, she said that the cemetery
46 fund was increased by about \$600.00 to cover costs for the cemetery caretaker.

47 Mayor A Riddile opened the public hearing at 8:12 p.m.

48 There were no citizen comments.

1 Mayor A Riddile closed the public hearing at 8:13 p.m.

2 **MOTION: Councilor Leland made a motion to approve Ordinance TC 2020-8, An**
3 **Ordinance of the Town of New Castle, Colorado summarizing additional**
4 **expenditures for the Utility Fund, Conservation Trust Fund and Cemetery Fund,**
5 **and adopting a supplemental budget for the Town of New Castle, Colorado, for**
6 **the calendar year beginning on the first day of January, 2020 and ending on the**
7 **last day of December, 2020 on 1st reading. Councilor Owens seconded the**
8 **meeting and it passed on a roll-call vote: Councilor Hazelton: yes; Councilor**
9 **Owens: yes; Mayor A Riddile: yes; Councilor Mariscal: yes; Councilor Copeland:**
10 **yes; Councilor Leland: yes.**

13 **Consent Agenda**

14 October 6, 2020 minutes

15 November Bills of \$517,223.26

16 **MOTION: Mayor A Riddile made a motion to approve the consent agenda.**
17 **Councilor Hazelton seconded the motion and it passed unanimously.**

20 **Staff Reports**

21 Public Works Director - Director Wenzel said that staff thought it might be an idea to
22 explore using a landscape architect to design the roundabout intersection. He said they
23 reached out to Zehren and Associates who was the firm that designed Bear Dance Park.
24 He said that staff would bring that information to council at a future meeting. Director
25 Wenzel said that the bulk water station should be operational by the end of the week.
26 Director Wenzel said that the pedestrian crosswalk signs had been installed in the
27 downtown. Director Wenzel said that he was still waiting on materials to arrive for the
28 CDOT downtown revitalization grant. He said that everyone was ordering tents and
29 heaters and the like and it was taking a while for things to arrive.

30 Town Administrator – not present.

31 Town Clerk – nothing to report.

32 Town Treasurer – Treasurer Burk said that staff had submitted a second reimbursement
33 for CARES Act funds, and DOLA had denied the reimbursement for the crosswalks on Main
34 Street. She said that staff has resubmitted for \$208k which had passed the first level of
35 approval. She said that there was a balance remaining of about \$92k, most of which was
36 assigned to various things already, leaving about \$12k that could be considered.

37 Town Planner – not present.

40 **Commission Reports**

41 Planning & Zoning Commission – Mayor A Riddile said that at the last meeting they had
42 heard quite a few public comments as council had earlier in the meeting. He said they had
43 gotten through the public hearing portion of the meeting and he expected the commission
44 might come to a vote at the next meeting.

45 Historic Preservation Commission – nothing to report.

46 Climate and Environment Commission – Councilor Leland said that he had missed the
47 meeting, but he had received note from the meeting. He said there was a continued
48 interest in fire safety. He said that Fire Protection Chief Orrin Moon had attended the

1 meeting along with the Mooney's, who had lost a home to wildfire as well as
2 Commissioner Myrna Candria who had lost a home to fire. The Mooney's and
3 Commissioner Candria are considering creating a first-hand accounting of what it was
4 like to lose a home to fire. They hoped it would ignite an interest in fire safety. Councilor
5 Leland said that the council members had all received an e-mail from a Randy Fricke
6 about recycling, and he suggested that referring Mr. Fricke to CEC as the appropriate
7 place to take up the concern.
8 Senior Program – nothing to report.
9 RFTA – nothing to report.
10 AGNC – Councilor Hazelton said they had met and discussed end-of-year stuff. He said he
11 had also received information regarding the special legislative session taking place and
12 hopefully there will be more information about restaurants and bars.
13 GCE – nothing to report.
14 EAB – nothing to report.

17 **Council Comments**

18 Councilor Leland told the council that the Lions Club had managed the Thanksgiving
19 Dinner for 150 people who drove through the Community Center parking lot. He said it
20 was challenging but they managed and everyone seemed happy.
21 Councilor Leland asked if anyone had heard about the City Market staffing problems. He
22 said that he had been unable to do grocery pick-up from the New Castle store because
23 they had not had enough staff. People were going to the Rifle store, who was being
24 overwhelmed with the extra pick-up.
25 Councilor Mariscal said she had received two thank you e-mails; one from 2 Coronas and
26 one from Lazy Bear Restaurant thanking the council for the business assistance grants
27 Councilor Owens thanked Councilor G Riddile, Treasurer Burk and Administrator Reynolds
28 for the work put in the previous week on the capital projects committee.
29 Councilor Owens said he was curious with regard to the public comments heard earlier in
30 the meeting. He wanted to understand if the town was doing their part to help citizens
31 understand the zoning of the filing 11 property and that it was meant to be developed in
32 the capacity of the zoning. He said he wanted to make sure appropriate information was
33 available to the public.
34 Mayor A Riddile said that the town had required the developer to hold an open house
35 regarding the application. It was advertised and only two people showed up. The
36 developer was there with charts and maps and all the necessary information. He said that
37 someone commented that there had been no communication, but that was not true.
38 Mayor A Riddile told the council that Administrator Reynolds' mother had passed away and
39 he will be out for a few days.
40 Mayor A Riddile said that Police Chief Pagni had obtained fifty rapid COVID test kits, which
41 was great for staff. He said that if the council wanted to be tested, he felt they could be
42 considered staff as well.
43 Mayor A Riddile said he thought it might be nice to have a very scaled-down, socially-
44 distanced tree lighting ceremony with just the council and staff. He asked what the council
45 thought. They thought it was a good idea.

1 **MOTION: Mayor A Riddile made a motion to adjourn. Councilor Mariscal seconded**
2 **the motion and it passed unanimously.**

3
4 The meeting adjourned at 8:31 p.m.

5
6
7 Respectfully submitted,

8
9
10
11
12 _____
13 Mayor A Riddile
14
15

16 _____
17 Town Clerk Melody Harrison, CMC

DRAFT

1 **New Castle Town Council Regular Virtual Meeting**
2 **Tuesday, December 15, 2020, 7:00 PM**

3
4 **Due to concerns related to COVID-19, the meeting was be held as a virtual**
5 **meeting only.**

6
7 **To join by computer, smart phone or tablet:**
8 **<https://us02web.zoom.us/j/7096588400>**

9
10 **If you prefer to telephone in:**
11 **Please call: 1-346-248-7799**
12 **Meeting ID: 709 658 8400**

13
14
15 **Call to Order**

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

17
18 **Pledge of Allegiance**

19
20 **Roll Call**

21 Present	Councilor Mariscal
	Councilor Hazelton
	Councilor Owens
	Mayor A Riddile
	Councilor G Riddile
	Councilor Leland
27 Absent	Councilor Copeland

28
29 **Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody**
30 **Harrison, Town Treasurer Loni Burk and members of the public.**

31
32 **Meeting Notice**

33 Town Clerk Melody Harrison verified that her office gave notice of the meeting in
34 accordance with Resolution TC 2020-1.

35
36
37 **Conflicts of Interest**

38 There were no conflicts of interest.

39
40
41 **Agenda Changes**

42 Clerk Harrison told the council that she wanted to remove the October 6, 2020 minutes
43 from the consent agenda. The reason was because she had mistakenly added them in for
44 approval, but they had previously been approved at the December 1, 2020 meeting. The

1 council agreed to remove them.

2

3 **Citizen Comments on Items not on the Agenda**

4 There were no citizen comments.

5

6

7 **Consultant Reports**

8 Consultant Attorney – not present.

9 Consultant Engineer – not present.

10

11

12 **Items for Consideration**

13

14

15 **Discussion and Direction Regarding COVID-19 Restrictions**

16 Administrator Reynolds said that during the past ten months, in reaction to the COVID-19
17 national pandemic, the Town of New Castle had taken actions to protect Public Health and
18 Safety among residents while also working to address the needs of the economy as
19 represented by the many local businesses. He said the town had managed to keep its
20 economy strong in the face of great challenges while also taking part in efforts to keep the
21 residents protected in the face of serious health threats. He noted that businesses
22 struggled to remain viable but had continued to move forward based only on their great
23 determination and the community's willingness to stand behind them. Administrator
24 Reynolds that many had witnessed acts of kindness as residents worked to support one
25 another in a common fight against the pandemic.

26 Administrator Reynolds said that both the Colorado Department of Health and the Garfield
27 County Department of Health had been instrumental in providing information that had
28 helped the town shape responses and policies. The town had used both State Health
29 Department and Garfield County Health Department guidance for direction to accomplish
30 the town's goals of protecting public health while also protecting local economy.

31 Purpose:

32

33 Administrator Reynolds said that the purpose of the agenda item was to discuss to
34 following :

- 35 • The most recent move by the Colorado Department of Health to move Garfield County
- 36 from the Orange Level to the Red Level on the State COVID-19 Protection Dial.
- 37 • The most recent news from Garfield County related to how the County wished to follow
- 38 areas of the State COVID-19 Protection Dial.
- 39 • The most recent news from Garfield County related to how the County may, for the
- 40 benefit of the local economy, choose to deviate from the State COVID-19 Protection
- 41 Dial.
- 42 • Review of the differences between the various levels on the State COVID-19 Protection
- 43 Dial. Business groups which are considered by definition within the State Covid-19
- 44 Protection Dial as either Critical Businesses or Non-Critical Businesses.

- 1 • Possible implications of movement within various levels of the State COVID-19 Dial on
2 Public Health, Town Businesses, and Town Services.
- 3 • State Senate Bill 20B-001 which makes grant funding available to small non-critical
4 businesses who are directly affected by mandated COVID-19 shut downs.
- 5 • Possible avenues by which the Town can continue to show support to our small
6 business community regardless of the COVID Dial Level.

7 Administrator Reynolds said that the local area had recently experienced a serious
8 increase in COVID-19 spread, and as changing times during the pandemic may require a
9 review of polices and direction, it will be good to have Council review and discuss the
10 above items. He also said that he had included the most current State COVID-19
11 Protection Dial Chart levels green through purple, a summary page of Level Red, and
12 Public Health Order 20-36 Dec 7, 2020. He said that staff wanted to discuss various
13 portions of the documents, as well as items of recent news in order in inform Council on
14 the subject.

15
16 The council and staff discussed it in depth. Topics included business grants available to
17 assist businesses, remaining CARES Act funds available to the town; the COVID-19 dial
18 and the states' definitions; a resolution to be considered by the county the following day
19 that redefined 'critical business'; the Five Star Program being used in Mesa County,
20 Colorado; and a potential Five Star Program for Garfield County.

21
22 John Webber, Owner, 88 Grill. Mr. Webber said that his business partner ran several
23 restaurants in Grand Junction, Colorado, which was in Mesa County. He noted, as
24 Councilor Hazelton had, that the Five Star program in Mesa County was very different
25 from the program being proposed for Garfield County. He felt that there were several
26 reasons. When the program was implemented in Mesa County they had a very minimal
27 COVID-19 problem and are not necessarily a tourist destination, so they had a much
28 gentler curve. They reopened quickly and that turned out to be an issue. Mr. Webber said
29 that he was aware that a restaurant qualifying in Mesa County for the Five Star Program
30 was very easy at the time it was implemented. In reviewing the state guidelines for the
31 Five Star program in Garfield County, he said the two programs were significantly
32 different. Mr. Webber said he felt that everyone should be very careful in implementing a
33 Five Star Program in Garfield County and that municipalities should be cautious of
34 jumping on board to get it done because it will be very difficult for restaurants to do. In
35 addition, he said qualifying could take months. Mr. Webber said that some of the
36 requirements for a restaurant in the proposed Garfield County Five Star Program were
37 fiscally prohibitive. He also said that some of the non-required items that could assist a
38 restaurant in qualifying for Five Star status were fiscally prohibitive in the proposed
39 program for Garfield County, while the Mesa County program was very lenient. He
40 encouraged the council to use caution before agreeing.

41 To make matters worse, Mr. Webber said that when the article in the Post Independent
42 came out, it was just like what happened in March. He said his phone blew up with
43 employees worrying about their jobs and he had to get on Facebook and let the public
44 know 88 Grill was still open. The article was devastating, and with Glenwood Springs
45 closing all their restaurants, it negatively affected the restaurant businesses throughout

1 the valley. Mr. Webber said that he felt the five star program idea came from the
2 restaurants in Glenwood saying that the program needed to be implemented so they could
3 reopen. He did not feel that was the appropriate order, rather, he felt that the Glenwood
4 Council should let the restaurants reopen and then they could work on implementing a
5 five star program.

6 Mr. Webber said that he applauded the County Health Department, the New Castle Town
7 Council and the County Commissioners who had done nothing short of amazing.

8 Mr. Webber said that he would attend the Board of County Commissioners meeting the
9 next day.

10 Mr. Webber offered to participate in any way, and offered to give advice as a restaurant
11 owner.

12 The council thanked Mr. Webber for his comments.

13 The council agreed that they would not take a position for orange or red dial status, and
14 wanted the restaurants to choose whether they stayed open or not and what the risks
15 were.

18 **Consider Health & Welfare Grants to Outside Agencies**

19 Administrator Reynolds said this was the first round of grants to non-profit agencies. The
20 second round will take place mid-summer. He said for the 2021 budget there was \$20k
21 allocated to the grant process. That number was lower than in previous years and the
22 reason was because the River Center funding had been taken out of the health & welfare
23 budget and put in the 2021 budget as their own line item.

24 Administrator Reynolds said that staff was suggesting the first round of awards to go out
25 at \$10,650.00, leaving \$9,350.00 for the second round.

26 Administrator Reynolds quickly reviewed each of the applications and the staff
27 recommendation for funding.

29 **MOTION: Mayor A Riddile made a motion to approve the Health & Welfare Grants
30 to Outside Agencies as presented. Councilor Mariscal seconded the motion and it
31 passed on a roll-call vote: Councilor Leland: yes; Councilor G Riddile: yes;
32 Councilor Hazelton: yes; Councilor Mariscal: yes; Councilor Owens: yes; Mayor A
33 Riddile: yes.**

35 **Consider Ordinance TC 2020-8 - An Ordinance of the Town of New Castle, 36 Colorado summarizing additional expenditures for the Utility Fund, Conservation 37 Trust Fund and Cemetery Fund, and adopting a supplemental budget for the 38 Town of New Castle, Colorado, for the calendar year beginning on the first day of 39 January, 2020 and ending on the last day of December, 2020 (2nd reading)**

40 Administrator Reynolds said that there had been no changes to the ordinance since first
41 reading.

42 Treasurer Burk said that the supplemental budget was to approve monies spent that were
43 more than the approved budget. She said that the increase in the utility fund increase was
44 because the cost of the bulk water station was a bit higher than what was budgeted. The
45 Conservation Trust fund increase was because there were additional funds spent for the
46 engineering design of Burning Mountain Park. The Cemetery Fund was increased because

1 they did not know until the end of the year what the expenses would be for the curator
2 and they wanted to make sure there was enough to cover those.

3 **MOTION: Mayor A Riddile made a motion to approve Ordinance TC 2020-8, An**
4 **Ordinance of the Town of New Castle, Colorado summarizing additional**
5 **expenditures for the Utility Fund, Conservation Trust Fund and Cemetery Fund,**
6 **and adopting a supplemental budget for the Town of New Castle, Colorado, for**
7 **the calendar year beginning on the first day of January, 2020 and ending on the**
8 **last day of December, 2020 on 2nd reading. Councilor Leland seconded the**
9 **motion and it passed on a roll-call vote: Councilor Hazelton: yes; Councilor G**
10 **Riddile: yes; Councilor Mariscal: yes; Councilor Leland: yes; Councilor Owens:**
11 **yes; Mayor A Riddile: yes.**
12
13

14 **Consent Agenda**

15 ~~October 6, 2020 minutes (removed)~~

16 October 20, 2020 minutes

17 November 3, 2020 minutes

18 November 17, 2020 minutes

19 Lazy Bear Restaurant Hotel & Restaurant Liquor License Renewal

20 **MOTION: Mayor A Riddile made a motion to approve the consent agenda,**
21 **excluding the October 6, 2020 minutes. Councilor Leland seconded the motion**
22 **and it passed unanimously.**
23
24

25 **Staff Reports**

26 Town Administrator – Administrator Reynolds said that the bulk water station was up and
27 running, and he invited the council to try it out if they needed bulk water. He thanked
28 everyone who worked on the project. He said that because there had been some glitches
29 in the system the opening had not been advertised, but it will be in the newsletter, on the
30 town website and on Facebook. Administrator Reynolds said to update the council, there
31 had been some staff out with COVID, some staff family members out with COVID. As part
32 of CARES Act money, staff had ordered forty more rapid test kits for town hall.

33 Administrator Reynolds said that the Snowman Contest will start up soon, and it will run
34 longer before the contest concludes. Administrator Reynolds said the Administrative
35 Assistant Debbie Nichols' last day would be Friday. Her replacement, Rochelle Firth, is
36 doing well and will be introduced at a council meeting soon. Administrator Reynolds said
37 that advertising had been done for a support position for finance and planning. The
38 interview process will take place through mid-January and hopefully they will have
39 someone on board in February. Administrator Reynolds said that he would be out of the
40 office beginning Thursday, December 17 through Christmas. Administrator Reynolds said
41 that town hall was open to visitors, but was requiring face coverings and only one person
42 in the foyer at a time. No visitors will be allowed upstairs, and hand-sanitizer and other
43 sanitizing products available.

44 Town Clerk – Clerk Harrison said that her office was working on year-end, and year
45 beginning. Clerk Harrison said that her Administrative Assistant Bart Mendoza had taken
46 over door coding for all town facilities. Clerk Harrison said there would be a Historic

1 Preservation meeting on Monday, December 21 so she was working with Admin. Asst.
2 Mendoza to get back up to speed on MuniCode Meetings. Clerk Harrison said her office
3 had been working on a couple phone issues, and she was training Admin. Asst. Mendoza
4 to administer the phone system.
5 Town Treasurer – Treasurer Burk said that the Christmas money had been put into payroll
6 and backed out so that proper taxes were paid. Treasurer Burk said that there was a
7 council payroll calendar for 2021. Treasurer Burk thanked the council for approving the
8 budget for the additional help in finance and said that she was looking forward to the
9 help. Treasurer Burk said her office was preparing for year-end reporting.
10 Town Planner – not present.
11 Public Works Director – not present.
12
13

14 **Commission Reports**

15 Planning & Zoning Commission – Mayor A Riddile said that two meeting ago was public
16 comments, and at the last meeting was board comments and questions for the applicant.
17 He said that Chair Apostolik wisely adjourned the meeting when it seemed to be not going
18 well, and the meeting was continued until January. Mayor A Riddile said that Chair
19 Apostolik asked the commission members to study the application and to come back with
20 ideas. Mayor A Riddile said that at the next meeting he hoped they would be able to come
21 to a vote.
22 Historic Preservation Commission – nothing to report.
23 Climate and Environment Commission – nothing to report.
24 Senior Program – nothing to report.
25 RFTA – Mayor A Riddile said that RFTA had discussed the budget. He also told the council
26 that he would no longer be the Chair, but would remain on the RFTA board.
27 AGNC – nothing to report.
28 GCE – Councilor Leland said that GCE had primarily discussed the budget.
29 EAB – nothing to report.
30
31

32 **Council Comments**

33 Councilor Leland said that there was a new coffee house opening in the New Castle Plaza.
34 He asked if anyone knew anything about it. Mayor A Riddile said that if it was the same
35 person he was aware of, he had been looking for a location in New castle for some time.
36 Councilor Leland said that the City Market had their staffing back and apparently they had
37 been short-staffed because of employees that had been in contact with COVID-positive
38 persons, but none of the employees had it.
39 Councilor Hazelton wished everyone a Merry Christmas and Happy Holidays, and said that
40 it had been a pleasure working with everyone through some very bizarre times. He said
41 he appreciated everyone.
42 Mayor A Riddile said that Beth Sass who sat on the Panning & Zoning Commission e-
43 mailed him to thank the council for the gift to P&Z.
44 Mayor A Riddile said there were many thank you cards to the council from the girl scouts,
45 boy scouts, the motel owners and senior programs.

1 Mayor A Riddile said that he wanted everyone to go look at a website:
2 thepromiseofcastlevalley.com. He said there was a for-sale sign on the Craven property
3 and the website was related.

4 Mayor A Riddile wished everyone a Merry Christmas.

5
6 **MOTION: Mayor A Riddile made a motion to adjourn. Councilor Hazelton**
7 **seconded the motion and it passed unanimously.**

8
9 The meeting adjourned at 8:26 p.m.

10
11
12 Respectfully submitted,

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15
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17 _____
18 Mayor A Riddile

19
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21 _____
22 Town Clerk Melody Harrison, CMC
23

DRAFT

TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - December 2020

12/2020 INVOICES PAID	\$287,144.98
VIX PARK LOAN PAYMENT	5,129.61
NET PAYROLL (3)	165,726.43
FED & STATE EMPLOYMENT TAXES (3)	66,756.09
RETIREMENT PLAN PAYMENTS (3)	29,251.99
FLEX SPENDING PAYMENTS (thru 12.24.20)	1,496.06
CREDIT CARD FEES	<u>835.07</u>
12/2020 TOTAL PAYMENTS	<u>\$ 556,340.23</u>

LESS CAPITAL EXPENDITURES *	(24,902.00)
LESS CHARGE-BACKS **	(1,802.00)
LOAN PAYMENTS	-
REC CENTER DEPOSIT REFUNDS	<u>(600.00)</u>

12/2020 OPERATING EXPENSES: **\$529,036.23**

*** CAPITAL:**

Various-DT Revitalization Grant	3,633.81
SGM-LoVa Trail CC-SC Dev Grant	620.00
SGM-LoVa Trail NC-CC Const Grant	387.50
Cumberland Bldgs-shed bal-Rec Ctr	1,995.00
Various-Bulk Water Station Grant	17,955.69
SGM-Biosolid Drying Stn Grant	310.00
Total	<u>24,902.00</u>

****CHARGE-BACKS:**

Developer costs	1,802.00
	<u>1,802.00</u>

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
29	2 Corona's	2020 BUS A	2020 Business Assistance	12/17/2020	2,833.00	.00	2,833.00	51898	12/23/2020
Total 29:					2,833.00	.00	2,833.00		
213	AFLAC	649942	12/20 premium	12/11/2020	762.89	.00	762.89	51900	12/23/2020
Total 213:					762.89	.00	762.89		
310	All Metals Welding	74883	316 SS clarifier truss rods r	12/07/2020	5,486.97	.00	5,486.97	51901	12/23/2020
Total 310:					5,486.97	.00	5,486.97		
377	Alpine Bank	104337 11/20	Amazon-speaker-comm ctr	11/10/2020	51.65	.00	51.65	51840	12/04/2020
		104337 11/20	Amazon-protection plan for	11/10/2020	8.99	.00	8.99	51840	12/04/2020
		104337 11/20	Epic Sports-balls for micro	11/10/2020	129.88	.00	129.88	51840	12/04/2020
		104337 12/2	Amazon-printer-rec	12/10/2020	329.00	.00	329.00	51902	12/23/2020
		108742 11/20	Adobe-subscription-b&p	11/10/2020	14.99	.00	14.99	51840	12/04/2020
		108742 11/20	OSM shipping-wtr	11/10/2020	25.00	.00	25.00	51840	12/04/2020
		108742 12/2	Adobe-subscription-b&p	12/10/2020	14.99	.00	14.99	51902	12/23/2020
		108742 12/2	Liberty Mechanical Corp-IC	12/10/2020	84.00	.00	84.00	51902	12/23/2020
		109260 11/20	LA Police Gear-uniform pa	11/10/2020	49.94	.00	49.94	51840	12/04/2020
		109260 11/20	Amazon-uniforms-ps	11/10/2020	133.16	.00	133.16	51840	12/04/2020
		109260 11/20	Amazon-vehicle tool kit-ps	11/10/2020	45.42	.00	45.42	51840	12/04/2020
		109260 12/2	City Market-face sheld-ps	12/10/2020	2.16	.00	2.16	51902	12/23/2020
		109260 12/2	Office Depot-office chair-ps	12/10/2020	216.39	.00	216.39	51902	12/23/2020
		109260 12/2	USPS-postage-ps	12/10/2020	7.50	.00	7.50	51902	12/23/2020
		109260 12/2	Amazon-computer privacy	12/10/2020	115.98	.00	115.98	51902	12/23/2020
		109260 12/2	Amazon-uniform boots-ps	12/10/2020	137.29	.00	137.29	51902	12/23/2020
		110912 12/20	USPS-cert mail-b&p	12/10/2020	7.10	.00	7.10	51902	12/23/2020
		110912 12/20	Office Depot-copy paper-m	12/10/2020	40.56	.00	40.56	51902	12/23/2020
		110912 12/20	Office Depot-copy paper-ps	12/10/2020	40.56	.00	40.56	51902	12/23/2020
		110912 12/20	Office Depot-copy paper-re	12/10/2020	40.56	.00	40.56	51902	12/23/2020
		110912 12/20	Office Depot-copy paper-st	12/10/2020	40.57	.00	40.57	51902	12/23/2020
		110912 12/20	USPS-cert mail-water	12/10/2020	7.60	.00	7.60	51902	12/23/2020
		124269 11/20	O'Reilly-wiper blades-ps	11/10/2020	17.99	.00	17.99	51840	12/04/2020
		124269 11/20	O'Reilly-jumper cables-ps	11/10/2020	29.98	.00	29.98	51840	12/04/2020
		14239 11/20	Ear Phone Connection-radi	11/10/2020	47.74	.00	47.74	51840	12/04/2020
		14239 12/20	Earphone Connection-ear	12/10/2020	441.40	.00	441.40	51902	12/23/2020
		26324 11/20	Stop n Save-def fluid-sts	11/10/2020	26.06	.00	26.06	51840	12/04/2020
		26324 11/20	Boot Barn-boots-water	11/10/2020	188.99	.00	188.99	51840	12/04/2020
		26324 11/20	Walmart-lab supplies-wwtp	11/10/2020	14.71	.00	14.71	51840	12/04/2020
		26324 12/20	CO Cert Water Prof-license	12/10/2020	85.00	.00	85.00	51902	12/23/2020
		26324 12/20	CO Cert Water Prof-license	12/10/2020	85.00	.00	85.00	51902	12/23/2020
		26324 12/20	City Market-batteroes for H	12/10/2020	17.83	.00	17.83	51902	12/23/2020
		29094 12/20	Dollar Tree-office supplies-	12/10/2020	6.00	.00	6.00	51902	12/23/2020
		31068 11/20	Roaring Fork Rentals-core	11/10/2020	212.60	.00	212.60	51840	12/04/2020
		31068 11/20	Big John's-comm ctr stove	11/10/2020	47.26	.00	47.26	51840	12/04/2020
		31068 11/20	Shark Washer-power wash	11/10/2020	56.67	.00	56.67	51840	12/04/2020
		31068 12/20	bellababy-fraud charges-Jo	12/10/2020	324.16	.00	324.16	51902	12/23/2020
		32181 11/20	East Coast Chair-furniture f	11/10/2020	1,053.42	.00	1,053.42	51840	12/04/2020
		32181 11/20	Wintergreen Corp-holiday li	11/10/2020	1,112.55	.00	1,112.55	51840	12/04/2020
		32181 11/20	Cragislist-vehicle auction a	11/10/2020	5.00	.00	5.00	51840	12/04/2020
		32181 12/20	American AED-child key-re	12/10/2020	108.00	.00	108.00	51902	12/23/2020
		43188 11/20	faxpipe-2 fax lines-admin	11/10/2020	10.95	.00	10.95	51840	12/04/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		43188 11/20	CO Mtn News Media-ad for	11/10/2020	1,291.50	.00	1,291.50	51840	12/04/2020
		43188 11/20	GJ Sentinel-ad for Admin A	11/10/2020	533.40	.00	533.40	51840	12/04/2020
		43188 11/20	CML-electronic publication-	11/10/2020	5.00	.00	5.00	51840	12/04/2020
		43188 11/20	Walmart-Town Hall cleanin	11/10/2020	42.31	.00	42.31	51840	12/04/2020
		43188 11/20	Zoom-subscription 10/20-1	11/10/2020	16.21	.00	16.21	51840	12/04/2020
		43188 11/20	Amazon-pedestal sign for T	11/10/2020	39.68	.00	39.68	51840	12/04/2020
		43188 12/20	Paypal-reversal of fraud ch	12/10/2020	99.00-	.00	99.00-	51902	12/23/2020
		43188 12/20	faxpipe-2 fax lines-admin	12/10/2020	10.95	.00	10.95	51902	12/23/2020
		43188 12/20	Zoom-subscription for mtgs	12/10/2020	16.21	.00	16.21	51902	12/23/2020
		54490 11/20	Adobe pro-subscription-ad	11/10/2020	14.99	.00	14.99	51840	12/04/2020
		54490 12/20	Dollar Tree-office supplies-	12/10/2020	9.00	.00	9.00	51902	12/23/2020
		54490 12/20	Staples-office supplies-ad	12/10/2020	121.93	.00	121.93	51902	12/23/2020
		54490 12/20	Adobe-subscription-admin	12/10/2020	14.99	.00	14.99	51902	12/23/2020
		64801 11/20	O'Reilly-motor oil-ps	11/10/2020	38.99	.00	38.99	51840	12/04/2020
		65405 11/20	Pitney Bowes-ink for posta	11/10/2020	40.37	.00	40.37	51840	12/04/2020
		65405 11/20	Pitney Bowes-ink for posta	11/10/2020	40.37	.00	40.37	51840	12/04/2020
		65405 11/20	Pitney Bowes-ink for posta	11/10/2020	40.37	.00	40.37	51840	12/04/2020
		65405 11/20	USPS-certified mail-wtr	11/10/2020	7.60	.00	7.60	51840	12/04/2020
		65405 11/20	Pitney Bowes-ink for posta	11/10/2020	40.37	.00	40.37	51840	12/04/2020
		65405 12/20	Office Depot-copy paper-b	12/10/2020	40.56	.00	40.56	51902	12/23/2020
		65405 12/20	Office Depot-copy paper-a	12/10/2020	40.56	.00	40.56	51902	12/23/2020
		65405 12/20	Office Depot-copy paper-w	12/10/2020	40.56	.00	40.56	51902	12/23/2020
		65405 12/20	Office Depot-copy paper-w/	12/10/2020	40.57	.00	40.57	51902	12/23/2020
		74233 11/20	Amazon-patio heaters-CD	11/10/2020	1,272.00	.00	1,272.00	51840	12/04/2020
		74233 11/20	Hogback Pizza-lunch for cl	11/10/2020	70.07	.00	70.07	51840	12/04/2020
		74233 11/20	Northern Tool-snowplow ski	11/10/2020	214.58	.00	214.58	51840	12/04/2020
		74233 11/20	Western Parts-plow part-st	11/10/2020	271.81	.00	271.81	51840	12/04/2020
		74233 11/20	Plow Parts Direct-plow con	11/10/2020	284.00	.00	284.00	51840	12/04/2020
		74233 11/20	Western Parts-plow part ret	11/10/2020	271.81-	.00	271.81-	51840	12/04/2020
		74233 11/20	Plow Parts Direct-snow plo	11/10/2020	90.49	.00	90.49	51840	12/04/2020
		74233 11/20	Amazon-suspension for P1	11/10/2020	225.40	.00	225.40	51840	12/04/2020
		74233 11/20	Green Zone Recycling-refri	11/10/2020	210.00	.00	210.00	51840	12/04/2020
		74233 11/20	Green Zone Recycling-refri	11/10/2020	330.00	.00	330.00	51840	12/04/2020
		74233 12/20	Lowe's-light ballast & bulbs-	12/10/2020	41.82	.00	41.82	51902	12/23/2020
		74233 12/20	Dungarees-safety sweatshi	12/10/2020	166.22	.00	166.22	51902	12/23/2020
		74233 12/20	Tractor Supply-trailer tongu	12/10/2020	65.98	.00	65.98	51902	12/23/2020
		74233 12/20	O'Reilly-trailer lock-sts	12/10/2020	49.99	.00	49.99	51902	12/23/2020
		74233 12/20	CO Motor Veh Svc-license	12/10/2020	11.99	.00	11.99	51902	12/23/2020
		74233 12/20	PlowPartsDirect-electric pl	12/10/2020	198.84	.00	198.84	51902	12/23/2020
		74233 12/20	O'Reilly-fuse for plow-sts	12/10/2020	4.99	.00	4.99	51902	12/23/2020
		74233 12/20	Western Slope Snowplows-	12/10/2020	142.30	.00	142.30	51902	12/23/2020
		74233 12/20	Tractor Supply-hitch pin-sts	12/10/2020	17.99	.00	17.99	51902	12/23/2020
		74233 12/20	Dungarees-safety sweatshi	12/10/2020	249.33	.00	249.33	51902	12/23/2020
		74233 12/20	City Market-light bulbs-pw	12/10/2020	12.97	.00	12.97	51902	12/23/2020
		74233 12/20	Lowe's-communication wire	12/10/2020	120.91	.00	120.91	51902	12/23/2020
		76907 11/20	OSM-delivery-wtr	11/10/2020	25.00	.00	25.00	51840	12/04/2020
		76907 11/20	OSM-delivery-wtr	11/10/2020	25.00	.00	25.00	51840	12/04/2020
		76907 11/20	Fed Ex-shipping-wtp	11/10/2020	12.99	.00	12.99	51840	12/04/2020
		76907 11/20	Amazon-power washer ext	11/10/2020	41.37	.00	41.37	51840	12/04/2020
		76907 12/20	OSM-shipping-water	12/10/2020	20.00	.00	20.00	51902	12/23/2020
		76907 12/20	FedEx-shipping (4 charges	12/10/2020	97.54	.00	97.54	51902	12/23/2020
		76907 12/20	CO Rural Water Assn-webi	12/10/2020	30.00	.00	30.00	51902	12/23/2020
		77855 11/20	Walmart-office supplies-ps	11/10/2020	34.89	.00	34.89	51840	12/04/2020
		77855 11/20	Walmart-returned router pa	11/10/2020	89.00-	.00	89.00-	51840	12/04/2020
		77855 11/20	Miller Hats-dress hat unifor	11/10/2020	225.50	.00	225.50	51840	12/04/2020
		77855 11/20	Eotech-optic repair-ps	11/10/2020	20.00	.00	20.00	51840	12/04/2020
		77855 11/20	Paypal-gun equipment-ps	11/10/2020	24.94	.00	24.94	51840	12/04/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		77855 11/20	Auto Zone-oil filter-ps	11/10/2020	14.59	.00	14.59	51840	12/04/2020
		77855 11/20	Walmart-oil & parts-ps	11/10/2020	64.21	.00	64.21	51840	12/04/2020
		77855 11/20	Advanced Police Concepts	11/10/2020	239.00-	.00	239.00-	51840	12/04/2020
		77855 11/20	Farady Defense-evidence	11/10/2020	54.98	.00	54.98	51840	12/04/2020
		77855 12/20	City Market-office supplies-	12/10/2020	2.15	.00	2.15	51902	12/23/2020
		77855 12/20	Dell-computer-ps	12/10/2020	1,022.77	.00	1,022.77	51902	12/23/2020
		77855 12/20	Texas Roadhouse-meeting	12/10/2020	66.35	.00	66.35	51902	12/23/2020
		77855 12/20	Grand Internatl Buffet-meal	12/10/2020	13.90	.00	13.90	51902	12/23/2020
		77855 12/20	Brickhouse Pizza-meal-ps	12/10/2020	15.49	.00	15.49	51902	12/23/2020
		77855 12/20	Motorola Solutions-radio ac	12/10/2020	504.43	.00	504.43	51902	12/23/2020
		77855 12/20	Ed Bozqrth-vehicle #534 di	12/10/2020	132.46	.00	132.46	51902	12/23/2020
		77855 12/20	Rieger Motors-vehicle servi	12/10/2020	135.84	.00	135.84	51902	12/23/2020
		77855 12/20	Rieger Motors-tires-ps	12/10/2020	48.81	.00	48.81	51902	12/23/2020
		81048 11/20	Walmart-arts & enrichment	11/10/2020	10.49	.00	10.49	51840	12/04/2020
		81048 11/20	Amazon-arts & enrichment	11/10/2020	58.39	.00	58.39	51840	12/04/2020
		81048 11/20	Dollar Tree-arts & enrichm	11/10/2020	33.53	.00	33.53	51840	12/04/2020
		81048 11/20	Amazon-arts & enrichment	11/10/2020	24.05	.00	24.05	51840	12/04/2020
		81048 11/20	City Market-arts & enrichm	11/10/2020	32.00	.00	32.00	51840	12/04/2020
		81048 11/20	Amazon-arts & enrichment	11/10/2020	103.96	.00	103.96	51840	12/04/2020
		81048 11/20	DollarTree-after school pro	11/10/2020	63.50	.00	63.50	51840	12/04/2020
		81048 12/20	Dollar Tree-arts & enrichm	12/10/2020	54.56	.00	54.56	51902	12/23/2020
		81048 12/20	Walmart-arts & enrichment	12/10/2020	68.53	.00	68.53	51902	12/23/2020
		81048 12/20	Dollar Tree-arts & enrichm	12/10/2020	8.65	.00	8.65	51902	12/23/2020
		81048 12/20	City Market-arts & enriche	12/10/2020	9.24	.00	9.24	51902	12/23/2020
		81048 12/20	City Market-arts & enrichm	12/10/2020	20.81	.00	20.81	51902	12/23/2020
		81048 12/20	City Market-arts & enrichm	12/10/2020	36.70	.00	36.70	51902	12/23/2020
		81048 12/20	Amazon-arts & enrichment	12/10/2020	19.99	.00	19.99	51902	12/23/2020
		81048 12/20	Amazon-arts & enrichment	12/10/2020	15.51	.00	15.51	51902	12/23/2020
		81048 12/20	Amazon-arts & enrichment	12/10/2020	37.65	.00	37.65	51902	12/23/2020
		81048 12/20	Amazon-arts & enrichment	12/10/2020	6.81	.00	6.81	51902	12/23/2020
		81048 12/20	Nuts.com-arts & enrichmen	12/10/2020	54.81	.00	54.81	51902	12/23/2020
		87672 11/20	Walmart-Christmas cards f	11/10/2020	22.48	.00	22.48	51840	12/04/2020
		87672 11/20	Fed Ex-shipping - admin	11/10/2020	63.20	.00	63.20	51840	12/04/2020
		87672 11/20	Adobe-subscription-admin	11/10/2020	12.99	.00	12.99	51840	12/04/2020
		87672 11/20	City Market-water & kleene	11/10/2020	18.96	.00	18.96	51840	12/04/2020
		87672 12/20	Staples-printer toner-b&p	12/10/2020	29.25	.00	29.25	51902	12/23/2020
		87672 12/20	City Market-card-admin	12/10/2020	4.99	.00	4.99	51902	12/23/2020
		87672 12/20	Colorado DLO-DL record-R	12/10/2020	9.97	.00	9.97	51902	12/23/2020
		87672 12/20	Staples-printer toner-admin	12/10/2020	87.73	.00	87.73	51902	12/23/2020
		87672 12/20	City Market-cable ties-admi	12/10/2020	2.99	.00	2.99	51902	12/23/2020
		87672 12/20	Copy Copy-copies of train	12/10/2020	84.00	.00	84.00	51902	12/23/2020
		87672 12/20	Adobe-subscription-admin	12/10/2020	12.99	.00	12.99	51902	12/23/2020
		87672 12/20	Walmart-cups for Tree Ligh	12/10/2020	19.80	.00	19.80	51902	12/23/2020
		87672 12/20	Walmart-wipes-COVID	12/10/2020	16.98	.00	16.98	51902	12/23/2020
		87672 12/20	Amazon-face masks-COVI	12/10/2020	35.67	.00	35.67	51902	12/23/2020
		87672 12/20	City Market-water for Town	12/10/2020	13.96	.00	13.96	51902	12/23/2020
		87672 12/20	Walmart-water for Town Ha	12/10/2020	28.86	.00	28.86	51902	12/23/2020
		87953 12/20	MSM Store-uniform patch-	12/10/2020	15.00	.00	15.00	51902	12/23/2020
		87953 12/20	Amazon-patch for uniform-	12/10/2020	12.97	.00	12.97	51902	12/23/2020
		91187 11/20	Big John's - keys - pks	11/10/2020	7.17	.00	7.17	51840	12/04/2020
		91187 12/20	Walmart-Christmas orname	12/10/2020	49.80	.00	49.80	51902	12/23/2020
		91187 12/20	Amazon-furnace filters-pw	12/10/2020	43.90	.00	43.90	51902	12/23/2020
		92946 11/20	Rieger Motors-vehicle main	11/10/2020	363.72	.00	363.72	51840	12/04/2020
		92946 12/20	Rieger Motors-oil & tires-ps	12/10/2020	173.83	.00	173.83	51902	12/23/2020
		92946 12/20	Rieger Motors-tire swap-ps	12/10/2020	103.30	.00	103.30	51902	12/23/2020
		92946 12/20	Rieger Motors-vehicle repa	12/10/2020	679.34	.00	679.34	51902	12/23/2020
		94488 11/20	Walmart-batteries-wtp	11/10/2020	12.78	.00	12.78	51840	12/04/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		94488 11/20	Delta Rigging-3316 ss cabl	11/10/2020	169.15	.00	169.15	51840	12/04/2020
		94488 11/20	Walmart-lab supplies-wwtp	11/10/2020	158.08	.00	158.08	51840	12/04/2020
		94488 11/20	Amazon-rubber gloves-wwt	11/10/2020	107.58	.00	107.58	51840	12/04/2020
		94488 11/20	Walmart-lab supplies-wwtp	11/10/2020	94.63	.00	94.63	51840	12/04/2020
		94488 11/20	Tractor Supply-fence mater	11/10/2020	65.08	.00	65.08	51840	12/04/2020
		94488 12/20	Amazon-oil for sludge pum	12/10/2020	17.99	.00	17.99	51902	12/23/2020
		94488 12/20	Amazon-rubber gloves-wwt	12/10/2020	18.99	.00	18.99	51902	12/23/2020
		94488 12/20	Amaxon-rubber gloves-wwt	12/10/2020	79.84	.00	79.84	51902	12/23/2020
		94488 12/20	Walmart-lab supplies-wwtp	12/10/2020	26.84	.00	26.84	51902	12/23/2020
		CHRISTMAS	Christmas cash-b&p	12/08/2020	400.00	.00	400.00	51841	12/09/2020
		CHRISTMAS	Christmas cash-admin	12/08/2020	800.00	.00	800.00	51841	12/09/2020
		CHRISTMAS	Christmas cash-Council	12/08/2020	350.00	.00	350.00	51841	12/09/2020
		CHRISTMAS	Christmas cash-ps	12/08/2020	1,000.00	.00	1,000.00	51841	12/09/2020
		CHRISTMAS	Christmas cash-rec	12/08/2020	300.00	.00	300.00	51841	12/09/2020
		CHRISTMAS	Christmas cash-parks	12/08/2020	200.00	.00	200.00	51841	12/09/2020
		CHRISTMAS	Christmas cash-streets	12/08/2020	200.00	.00	200.00	51841	12/09/2020
		CHRISTMAS	Christmas cash-water	12/08/2020	300.00	.00	300.00	51841	12/09/2020
		CHRISTMAS	Christmas cash-w/water	12/08/2020	400.00	.00	400.00	51841	12/09/2020
		Total 377:			21,181.16	.00	21,181.16		
497	AlSCO, Inc	LGRA243804	mat,mops cleaned-comm c	12/03/2020	74.61	.00	74.61	51903	12/23/2020
		LGRA244319	mats, mops cleaned-comm	12/17/2020	74.61	.00	74.61	51903	12/23/2020
		Total 497:			149.22	.00	149.22		
629	APWA	666979 2021	2021 dues-sts	12/03/2020	360.00	.00	360.00	51905	12/23/2020
		666979 2021	2021 dues-water	12/03/2020	180.00	.00	180.00	51905	12/23/2020
		Total 629:			540.00	.00	540.00		
1253	Blue 360 Media, LLC	INV-201008-	officers handbooks-ps	12/20/2020	336.35	.00	336.35	51906	12/23/2020
		Total 1253:			336.35	.00	336.35		
1605	Bureau of Reclamation	009E6C0129	2021 Ruedi Reservoir wate	12/02/2020	884.00	.00	884.00	51907	12/23/2020
		Total 1605:			884.00	.00	884.00		
1897	Caselle, Inc.	106141	software support-b&p	12/01/2020	187.55	.00	187.55	51845	12/09/2020
		106141	Software support-admin	12/01/2020	187.55	.00	187.55	51845	12/09/2020
		106141	software support-muni cour	12/01/2020	87.18	.00	87.18	51845	12/09/2020
		106141	software support-rec	12/01/2020	137.37	.00	137.37	51845	12/09/2020
		106141	software support-pks	12/01/2020	137.37	.00	137.37	51845	12/09/2020
		106141	software support-sts	12/01/2020	185.52	.00	185.52	51845	12/09/2020
		106141	software support-water	12/01/2020	458.73	.00	458.73	51845	12/09/2020
		106141	software support-w/water	12/01/2020	458.73	.00	458.73	51845	12/09/2020
		Total 1897:			1,840.00	.00	1,840.00		
1961	CEBT	INV 0039282	12/20 health ins premium	12/01/2020	47,096.36	.00	47,096.36	51846	12/09/2020
		Total 1961:			47,096.36	.00	47,096.36		
1965	Cedar Networks	312001	12/20 internet-town hall	12/01/2020	180.00	.00	180.00	51847	12/09/2020
		312003	12/20 internet-comm ctr	12/01/2020	180.00	.00	180.00	51847	12/09/2020
		321009	12/20 internet-ps	12/01/2020	90.00	.00	90.00	51847	12/09/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		321009	12/20 internet-town hall	12/01/2020	45.00	.00	45.00	51847	12/09/2020
		321009	12/20 internet-w/wtr	12/01/2020	45.00	.00	45.00	51847	12/09/2020
Total 1965:					540.00	.00	540.00		
1993	CenturyLink	0558 774B 1	11/2020 phone lines-wtp	11/19/2020	146.02	.00	146.02	51848	12/09/2020
		9807 957B 1	11/2020 fax lines-ps	11/19/2020	68.32	.00	68.32	51848	12/09/2020
Total 1993:					214.34	.00	214.34		
2497	Colorado Analytical Lab	201110021	lab tests-wwwtp	11/23/2020	275.00	.00	275.00	51849	12/09/2020
		201120031	lab tests-wwtp	11/30/2020	25.00	.00	25.00	51849	12/09/2020
Total 2497:					300.00	.00	300.00		
2561	Colorado Mtn. News Media	0000270260-	legal notice for budget-adm	11/30/2020	36.89	.00	36.89	51850	12/09/2020
Total 2561:					36.89	.00	36.89		
2729	Conoco Fleet	68948214	10/20 credit-admin	11/30/2020	560.64-	.00	560.64-	51851	12/09/2020
		68948214	11/20 fuel-admin	11/30/2020	6.93	.00	6.93	51851	12/09/2020
		68948214	11/20 fuel-admin	11/30/2020	8.42	.00	8.42	51851	12/09/2020
		68948214	11/20 fuel-admin	11/30/2020	63.07	.00	63.07	51851	12/09/2020
		68948214	11/20 fuel-ps	11/30/2020	1,603.56	.00	1,603.56	51851	12/09/2020
		68948214	11/20 fuel-pks	11/30/2020	319.78	.00	319.78	51851	12/09/2020
		68948214	11/20 fuel-sts	11/30/2020	497.61	.00	497.61	51851	12/09/2020
		68948214	11/20 fuel-wtr	11/30/2020	287.81	.00	287.81	51851	12/09/2020
		68948214	11/20 fuel-w/wtr	11/30/2020	234.53	.00	234.53	51851	12/09/2020
Total 2729:					2,461.07	.00	2,461.07		
2749	Consolidated Electrical Dist	4983-660588	GFI & tester - parks	11/19/2020	95.44	.00	95.44	51852	12/09/2020
		4983-661237	inspection camera-sts	12/02/2020	100.04	.00	100.04	51852	12/09/2020
		4983-661823	step drill bit-wtp	12/11/2020	60.00	.00	60.00	51909	12/23/2020
		4983-662008	electrical parts-wtp	12/16/2020	91.59	.00	91.59	51909	12/23/2020
Total 2749:					347.07	.00	347.07		
2893	CPS Distributors, Inc	0004006851-	irrigaion parts-parks	11/25/2020	901.48	.00	901.48	51853	12/09/2020
		0004048526-	hand saws-pks	12/15/2020	79.81	.00	79.81	51910	12/23/2020
Total 2893:					981.29	.00	981.29		
3009	CT Electric & Automation, L	15586	electrical work at wtp	12/02/2020	297.50	.00	297.50	51854	12/09/2020
		15586	electrical work at wwtp	12/02/2020	8,185.00	.00	8,185.00	51854	12/09/2020
Total 3009:					8,482.50	.00	8,482.50		
3125	Dana Kepner Company, In	1526545-00	water meters/access.-wate	09/11/2020	3,824.00	.00	3,824.00	51856	12/09/2020
		1530771-00	return of wrong parts-water	11/23/2020	1,883.40-	.00	1,883.40-	51856	12/09/2020
Total 3125:					1,940.60	.00	1,940.60		
3305	Dept. of the Interior / BLM	2021005919	BLM right-of-way rental-wt	11/17/2020	413.00	.00	413.00	51857	12/09/2020
Total 3305:					413.00	.00	413.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
3425	Dodson Engineered Produ	268395	water line repair couplings-	12/04/2020	259.60	.00	259.60	51858	12/09/2020
		268446	distribution inventory-wtp	12/07/2020	430.87	.00	430.87	51858	12/09/2020
		268515	freight for inventory items-	12/08/2020	18.02	.00	18.02	51913	12/23/2020
		268530	3" brass union-bulk water s	12/08/2020	145.22	.00	145.22	51913	12/23/2020
		268531	distribution inventory-wtp	12/08/2020	33.20	.00	33.20	51913	12/23/2020
		268532	credit for distribution invent	12/08/2020	61.57-	.00	61.57-	51913	12/23/2020
		268563	distribution inventory-wtp	12/09/2020	181.48	.00	181.48	51913	12/23/2020
		268619	freight for inventory items-	12/10/2020	33.94	.00	33.94	51913	12/23/2020
		268786	distribution inventory-wtp	12/17/2020	307.87	.00	307.87	51913	12/23/2020
Total 3425:					1,348.63	.00	1,348.63		
3529	DPC Industries, Inc.	737005042-2	chlorine-wtp	11/30/2020	572.48	.00	572.48	51914	12/23/2020
		DE73000981	chlorine demurrage-wtr	10/31/2020	90.00	.00	90.00	51859	12/09/2020
		DE73001077	demurrage-wwtp	11/30/2020	90.00	.00	90.00	51914	12/23/2020
Total 3529:					752.48	.00	752.48		
3611	Durgin Electric LLC	13234	electrical work for bulk wat	11/30/2020	17,402.32	.00	17,402.32	51916	12/23/2020
Total 3611:					17,402.32	.00	17,402.32		
3671	EAT Bistro & Drinks LLC	2020 BUS A	2020 Business Assistance	12/17/2020	4,039.00	.00	4,039.00	51917	12/23/2020
Total 3671:					4,039.00	.00	4,039.00		
3695	Ed Bozarth Chevrolet and	CTCS515612	2016 Tahoe vehicle repair-	12/07/2020	1,666.68	.00	1,666.68	51918	12/23/2020
Total 3695:					1,666.68	.00	1,666.68		
3741	88 Grill	2020 BUS A	2020 Business Assistance	12/17/2020	3,727.00	.00	3,727.00	51899	12/23/2020
Total 3741:					3,727.00	.00	3,727.00		
3825	Environmental Process Co	8763	EPC wwtp system meeting	12/01/2020	362.50	.00	362.50	51860	12/09/2020
Total 3825:					362.50	.00	362.50		
3925	Executech Utah, Inc	153576	11/20 firewall-b&p	11/30/2020	33.55	.00	33.55	51861	12/09/2020
		153576	11/20 firewall-admin	11/30/2020	39.96	.00	39.96	51861	12/09/2020
		153576	11/20 firewall-ps	11/30/2020	36.19	.00	36.19	51861	12/09/2020
		153576	11/20 firewall-rec	11/30/2020	38.08	.00	38.08	51861	12/09/2020
		153576	11/20 firewall-pks	11/30/2020	33.55	.00	33.55	51861	12/09/2020
		153576	11/20 firewall-sts	11/30/2020	40.72	.00	40.72	51861	12/09/2020
		153576	11/20 firewall-wtr	11/30/2020	77.66	.00	77.66	51861	12/09/2020
		153576	11/20 firewall-w/wtr	11/30/2020	77.29	.00	77.29	51861	12/09/2020
Total 3925:					377.00	.00	377.00		
3953	Family Support Registry	12042020-A	Remittance ID 15120108 R	12/04/2020	142.61	.00	142.61	51862	12/09/2020
		12042020-B	Remittance ID 12733887 M	12/04/2020	213.23	.00	213.23	51862	12/09/2020
		12182020-A	Remittance ID 15120108 R	12/18/2020	142.61	.00	142.61	51919	12/23/2020
		12182020-B	Remittance ID 12733887 M	12/18/2020	213.23	.00	213.23	51919	12/23/2020
Total 3953:					711.68	.00	711.68		
4081	Fite, Michelle	DEC 2020 FI	addtl fitness program dec-8	12/21/2020	127.50	.00	127.50	51920	12/23/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		NOV DEC FI	fitness & yoga classes-nov-	12/21/2020	748.50	.00	748.50	51920	12/23/2020
Total 4081:					876.00	.00	876.00		
4253	Freedom Mailing Service, I	39465	11/20 newsletter-admin	11/30/2020	22.30	.00	22.30	51864	12/09/2020
		39465	11/20 utility bills-water	11/30/2020	287.46	.00	287.46	51864	12/09/2020
		39465	11/20 utility bills-trash	11/30/2020	83.00	.00	83.00	51864	12/09/2020
		39465	11/20 utility bills-w/water	11/30/2020	287.45	.00	287.45	51864	12/09/2020
Total 4253:					680.21	.00	680.21		
4341	Galls,LLC	016988008	uniform shirt-ps	11/19/2020	57.03	.00	57.03	51865	12/09/2020
		017012772	uniform shirt-ps	11/23/2020	45.58	.00	45.58	51865	12/09/2020
		017045945	uniform-ps	11/27/2020	68.98	.00	68.98	51865	12/09/2020
		017087979	uniform socks-ps	12/02/2020	26.52	.00	26.52	51921	12/23/2020
Total 4341:					198.11	.00	198.11		
4377	Garcia, Samuel & Leticia	DECEMBER	12/20 parking lot rent-eco d	12/01/2020	500.00	.00	500.00	51866	12/09/2020
Total 4377:					500.00	.00	500.00		
4405	Garfield & Hecht, P.C.	200963	10/20 legal fees-general m	10/31/2020	895.50	.00	895.50	51867	12/09/2020
		200964	10/20 legal fees-police dep	10/31/2020	468.40	.00	468.40	51867	12/09/2020
		200967	10/20 legal fees-5G code a	10/31/2020	721.50	.00	721.50	51867	12/09/2020
		200968	10/20 legal fees-Craven pr	10/31/2020	19.50	.00	19.50	51867	12/09/2020
		200969	10/20 legal fees-Hutto vari	10/31/2020	147.00	.00	147.00	51867	12/09/2020
		200969	10/20 legal fees-Hutto vair	10/31/2020	84.00	.00	84.00	51867	12/09/2020
		200970	10/20 legal fees-Filing 11-b	10/31/2020	63.00	.00	63.00	51867	12/09/2020
		200971	10/20 legal fees-Eagles Ri	10/31/2020	42.00	.00	42.00	51867	12/09/2020
		200973	10/20 legal fees-Romero gr	10/31/2020	147.00	.00	147.00	51867	12/09/2020
Total 4405:					2,587.90	.00	2,587.90		
4673	Glenwood Springs Auto Pa	582869	motor oil-pks	11/25/2020	12.80	.00	12.80	51868	12/09/2020
		582869	car wash-pks	11/25/2020	5.93	.00	5.93	51868	12/09/2020
Total 4673:					18.73	.00	18.73		
4697	Glenwood Springs, City of	603989	tire disposal-sts	12/09/2020	69.55	.00	69.55	51922	12/23/2020
Total 4697:					69.55	.00	69.55		
4861	Grainger	9735527526	solenoid valve for 2" drain f	12/03/2020	287.24	.00	287.24	51923	12/23/2020
Total 4861:					287.24	.00	287.24		
4989	Grove's Black Dog Saloon	2020 BUS A	2020 Business Assistance	12/17/2020	1,700.00	.00	1,700.00	51924	12/23/2020
Total 4989:					1,700.00	.00	1,700.00		
5034	Gutierrez, Amy	NOVEMBER	cleaning svc 11.12-11.27.2	11/27/2020	150.00	.00	150.00	51869	12/09/2020
Total 5034:					150.00	.00	150.00		
5421	Hogback Pizza	2020 BUS A	2020 Business Assistance	12/17/2020	1,900.00	.00	1,900.00	51925	12/23/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 5421:					1,900.00	.00	1,900.00		
5633	Impressions of Aspen Inc.	31694	office supplies-admin	12/03/2020	126.68	.00	126.68	51927	12/23/2020
		31730	office supplies-admin	12/07/2020	174.32	.00	174.32	51927	12/23/2020
		31731	office supplies-ps	12/07/2020	116.96	.00	116.96	51927	12/23/2020
		31825	office supplies-admin	12/15/2020	50.17	.00	50.17	51927	12/23/2020
		31825	office supplies-ps	12/15/2020	7.41	.00	7.41	51927	12/23/2020
Total 5633:					475.54	.00	475.54		
5681	Innermountain Dist. Co.	504180	trash bags - pks	12/07/2020	120.70	.00	120.70	51871	12/09/2020
Total 5681:					120.70	.00	120.70		
6037	Karp, Neu, Hanlon, P.C.	27988	legal services - water	12/03/2020	2,055.00	.00	2,055.00	51872	12/09/2020
Total 6037:					2,055.00	.00	2,055.00		
6445	Lazy Bear Restaurant Inc	2020 BUS A	2020 Business Assistance	12/17/2020	2,300.00	.00	2,300.00	51928	12/23/2020
Total 6445:					2,300.00	.00	2,300.00		
6693	Lowes Business Acct/GEC	033027 6 12/	batteries - parks	12/17/2020	20.87	.00	20.87	51929	12/23/2020
		033027 6 12/	holiday lights - parks	12/17/2020	8.52	.00	8.52	51929	12/23/2020
		033027 6 12/	trash bags-parks	12/17/2020	12.34	.00	12.34	51929	12/23/2020
		033027 6 12/	holiday lights, door handle-	12/17/2020	56.91	.00	56.91	51929	12/23/2020
		033027 6 12/	hardware to anchor split tre	12/17/2020	12.71	.00	12.71	51929	12/23/2020
		033027 6 12/	cleaning supplies-parks	12/17/2020	26.17	.00	26.17	51929	12/23/2020
		033027 6 12/	light bulbs-pw offices	12/17/2020	71.24	.00	71.24	51929	12/23/2020
		033027 6 12/	cleaning supplies for filters-	12/17/2020	29.34	.00	29.34	51929	12/23/2020
		033027 6 12/	electrical fittings for heat ta	12/17/2020	73.90	.00	73.90	51929	12/23/2020
		033027 6 12/	electrial parts for heat tape-	12/17/2020	34.67	.00	34.67	51929	12/23/2020
		033027 6 12/	parts for eff auto sampler-w	12/17/2020	42.83	.00	42.83	51929	12/23/2020
		033027 6 12/	credit for auto sampler part	12/17/2020	17.80-	.00	17.80-	51929	12/23/2020
Total 6693:					371.70	.00	371.70		
6837	Making New Waves	2020 BUS A	2020 Business Assistance	12/17/2020	300.00	.00	300.00	51931	12/23/2020
Total 6837:					300.00	.00	300.00		
7075	McDaniel, Georgiann	BELLY DAN	11/20/2020 belly dance inst	12/07/2020	80.00	.00	80.00	51896	12/18/2020
Total 7075:					80.00	.00	80.00		
7109	MCPH Regional Lab	3420-20	bac-t test-water	12/08/2020	20.00	.00	20.00	51932	12/23/2020
		3421-20	bac-t test-water	12/08/2020	20.00	.00	20.00	51932	12/23/2020
		3422-20	bac-t test-water	12/08/2020	20.00	.00	20.00	51932	12/23/2020
		3423-20	bac-t test-water	12/08/2020	20.00	.00	20.00	51932	12/23/2020
		3424-20	bac-t test-water	12/08/2020	20.00	.00	20.00	51932	12/23/2020
		3474-20	bac-t test-water	12/15/2020	22.00	.00	22.00	51932	12/23/2020
		3476-20	bac-t test-water	12/15/2020	20.00	.00	20.00	51932	12/23/2020
		3477-20	bac-t test-water	12/15/2020	20.00	.00	20.00	51932	12/23/2020
		3478-20	bac-t test-water	12/15/2020	20.00	.00	20.00	51932	12/23/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 7109:					182.00	.00	182.00		
7637	Mountain Waste & Recyclin	4596198-1	11/2020 trash service	11/30/2020	42,333.90	.00	42,333.90	51873	12/09/2020
		4618139	11/2020 town hall trash	11/30/2020	32.55	.00	32.55	51873	12/09/2020
		4618139	11/2020 comm ctr trash	11/30/2020	135.25	.00	135.25	51873	12/09/2020
		4618139	11/2020 pwf trash	11/30/2020	297.68	.00	297.68	51873	12/09/2020
		4618139	11/2020 porta jons-trash	11/30/2020	837.91	.00	837.91	51873	12/09/2020
		4618139	11/2020 trash - w/water	11/30/2020	110.25	.00	110.25	51873	12/09/2020
Total 7637:					43,747.54	.00	43,747.54		
7717	Municipal Code Corporatio	00351841	muni code technical assita	12/04/2020	250.00	.00	250.00	51874	12/09/2020
Total 7717:					250.00	.00	250.00		
8041	Nichols, Debbie	DECEMBER	12/20 cell phone reimb-ad	12/01/2020	30.00	.00	30.00	51875	12/09/2020
Total 8041:					30.00	.00	30.00		
8209	Oldcastle SW Group, Inc	1378936	weigh truck for license plat	11/18/2020	20.00	.00	20.00	51876	12/09/2020
Total 8209:					20.00	.00	20.00		
8645	Pitney Bowes Global Finan	3312551256	2021 postage meter lease-	12/10/2020	20.92	.00	20.92	51933	12/23/2020
		3312551256	2021 postage meter lease-	12/10/2020	20.92	.00	20.92	51933	12/23/2020
		3312551256	2021 postage meter lease-	12/10/2020	20.92	.00	20.92	51933	12/23/2020
		3312551256	2021 postage meter lease-	12/10/2020	20.92	.00	20.92	51933	12/23/2020
		3312551256	2021 postage meter lease-	12/10/2020	20.92	.00	20.92	51933	12/23/2020
		3312551256	2021 postage meter lease-	12/10/2020	20.93	.00	20.93	51933	12/23/2020
		3312551256	2021 postage meter lease-	12/10/2020	20.92	.00	20.92	51933	12/23/2020
		3312551256	2021 postage meter lease-	12/10/2020	20.92	.00	20.92	51933	12/23/2020
Total 8645:					167.37	.00	167.37		
8646	SunCentral	87669F70	11/20 solar-admin	12/17/2020	37.29	.00	37.29	51940	12/23/2020
		87669F70	11/20 solar-rec	12/17/2020	121.81	.00	121.81	51940	12/23/2020
		87669F70	11/20 solar-pks	12/17/2020	28.47	.00	28.47	51940	12/23/2020
		87669F70	11/20 solar-sts	12/17/2020	47.85	.00	47.85	51940	12/23/2020
		87669F70	11/20 solar-street lights	12/17/2020	140.85	.00	140.85	51940	12/23/2020
		87669F70	11/20 solar-town hall	12/17/2020	37.27	.00	37.27	51940	12/23/2020
		87669F70	11/20 solar-wtp	12/17/2020	1,531.59	.00	1,531.59	51940	12/23/2020
		87669F70	11/20 solar-raw water	12/17/2020	416.21	.00	416.21	51940	12/23/2020
		87669F70	11/20 solar-town hall	12/17/2020	37.27	.00	37.27	51940	12/23/2020
		87669F70	11/20 solar-wwtp	12/17/2020	3,279.98	.00	3,279.98	51940	12/23/2020
		87669F70	11/20 solar-south util	12/17/2020	35.81	.00	35.81	51940	12/23/2020
Total 8646:					5,714.40	.00	5,714.40		
8697	Polydyne Inc.	1501902	clarifloc polymer-wwtp	12/07/2020	2,310.12	.00	2,310.12	51934	12/23/2020
Total 8697:					2,310.12	.00	2,310.12		
9249	Ricoh USA, Inc.	5060918390	copies-ps	12/01/2020	13.07	.00	13.07	51878	12/09/2020
Total 9249:					13.07	.00	13.07		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
9337	Rifle Truck & Trailer	10695	trailer hitch-sts	11/24/2020	40.99	.00	40.99	51879	12/09/2020
		10728	trailer repair-parks	12/01/2020	114.48	.00	114.48	51879	12/09/2020
Total 9337:					155.47	.00	155.47		
9345	Rifle, City of	NOVEMBER	11/20 senior meals	11/30/2020	265.60	.00	265.60	51935	12/23/2020
Total 9345:					265.60	.00	265.60		
9397	River Center of New Castle	12082020	CARES funding for needy f	12/08/2020	5,000.00	.00	5,000.00	51880	12/09/2020
Total 9397:					5,000.00	.00	5,000.00		
9477	Roaring Fork Rentals, Inc.	272751	equipment rental for holida	12/01/2020	230.00	.00	230.00	51881	12/09/2020
Total 9477:					230.00	.00	230.00		
9789	Safety & Constr. Supply, In	0061615-IN	pedestrian safety devices f	11/19/2020	881.99	.00	881.99	51882	12/09/2020
Total 9789:					881.99	.00	881.99		
9881	Sandys Office Supply	327128	office supplies-rec	12/04/2020	85.62	.00	85.62	51936	12/23/2020
Total 9881:					85.62	.00	85.62		
9893	Sassy Cutz Hair Salon	2020 BUS A	2020 Business Assistance	12/17/2020	275.00	.00	275.00	51937	12/23/2020
Total 9893:					275.00	.00	275.00		
9945	Schmueser, Gordon, Meyer	93128A-326	11/20 eng fees-LoVa Trail	11/22/2020	620.00	.00	620.00	51883	12/09/2020
		93128A-326	11/20 eng fees-LoVa Trail	11/22/2020	387.50	.00	387.50	51883	12/09/2020
		93128A-326	11/20 eng fees-CDOT traffi	11/22/2020	542.50	.00	542.50	51883	12/09/2020
		93128A-327	11/20 eng fees-CVR Filing	12/21/2020	1,550.00	.00	1,550.00	51938	12/23/2020
		93128A-327	11/20 eng fees-zoning map	12/21/2020	600.00	.00	600.00	51938	12/23/2020
		93128A-327	11/20 eng fees-sludge bak	12/21/2020	310.00	.00	310.00	51938	12/23/2020
Total 9945:					4,010.00	.00	4,010.00		
10417	Speckled Feather Mercantil	2020 BUS A	2020 Business Assistance	12/17/2020	1,000.00	.00	1,000.00	51939	12/23/2020
Total 10417:					1,000.00	.00	1,000.00		
10801	Taqueria Elias	2020 BUS A	2020 Business Assistance	12/17/2020	1,050.00	.00	1,050.00	51941	12/23/2020
Total 10801:					1,050.00	.00	1,050.00		
10981	Timber Line Elect. & Contr	5180	repair of communication fai	11/13/2020	4,157.93	.00	4,157.93	51885	12/09/2020
Total 10981:					4,157.93	.00	4,157.93		
11049	Tom's Carpet Care & Resto	6262	carpet cleaning-pwf	12/17/2020	195.13	.00	195.13	51943	12/23/2020
		6262	carpet cleaning-pwf	12/17/2020	195.13	.00	195.13	51943	12/23/2020
Total 11049:					390.26	.00	390.26		
11193	Two Rivers Productions	20-012	sound system for Nov 2020	12/07/2020	875.00	.00	875.00	51886	12/09/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 11193:					875.00	.00	875.00		
11285	Upper Case Printing, Ink	16471	2021 utility rate sheet-wate	11/23/2020	192.98	.00	192.98	51887	12/09/2020
		16471	2021 utility rate sheet - w/w	11/23/2020	192.97	.00	192.97	51887	12/09/2020
		16508	12.20 newsletter-admin	12/04/2020	547.80	.00	547.80	51944	12/23/2020
		16538	printing of 2021 trash calen	12/15/2020	217.88	.00	217.88	51944	12/23/2020
Total 11285:					1,151.63	.00	1,151.63		
11321	USA Bluebook	415414	LBOD probe-wwtp	11/10/2020	1,188.69	.00	1,188.69	51888	12/09/2020
		425617	lab tests-wtp	11/20/2020	668.82	.00	668.82	51888	12/09/2020
		430882	lab supplies-stp	11/30/2020	123.02	.00	123.02	51888	12/09/2020
		433868	first aid kit supplies-wwtp	12/02/2020	6.52	.00	6.52	51945	12/23/2020
		436903	lab supplies-wwtp	12/04/2020	327.76	.00	327.76	51945	12/23/2020
		438149	chlorine reagent sets-wtp	12/07/2020	165.00	.00	165.00	51945	12/23/2020
Total 11321:					2,479.81	.00	2,479.81		
11345	Utility Notification Center-C	220110887	11/20 locates-wtr	11/30/2020	11.92	.00	11.92	51889	12/09/2020
		220110887	11/20 locates-w/wtr	11/30/2020	11.92	.00	11.92	51889	12/09/2020
Total 11345:					23.84	.00	23.84		
11393	Valley Towing	0221	towing fee-ps	12/04/2020	163.00	.00	163.00	51890	12/09/2020
Total 11393:					163.00	.00	163.00		
11493	Verizon Wireless	9868367450	12/20 cell phones-b&p	12/03/2020	50.57	.00	50.57	51946	12/23/2020
		9868367450	12/20 cell phones-admin	12/03/2020	101.14	.00	101.14	51946	12/23/2020
		9868367450	12/20 cell phones-ps	12/03/2020	505.70	.00	505.70	51946	12/23/2020
		9868367450	12/20 cell phones-rec	12/03/2020	50.57	.00	50.57	51946	12/23/2020
		9868367450	12/20 cell phones-ps	12/03/2020	101.14	.00	101.14	51946	12/23/2020
		9868367450	12/20 cell phones-sts	12/03/2020	151.71	.00	151.71	51946	12/23/2020
		9868367450	12/20 cell phones-wtr	12/03/2020	261.02	.00	261.02	51946	12/23/2020
		9868367450	12/20 cell phones-w/wtr	12/03/2020	50.57	.00	50.57	51946	12/23/2020
Total 11493:					1,272.42	.00	1,272.42		
11701	Wash-By U, Inc.	NOVEMBER	11/20 car washes-ps	11/30/2020	14.53	.00	14.53	51947	12/23/2020
Total 11701:					14.53	.00	14.53		
11787	Wells Fargo Vendor	104385035	copier lease-ps	11/24/2020	112.69	.00	112.69	51891	12/09/2020
Total 11787:					112.69	.00	112.69		
11917	Western Slope Materials, L	54954	sanding material-sts	10/31/2020	2,387.58	.00	2,387.58	51892	12/09/2020
Total 11917:					2,387.58	.00	2,387.58		
12185	XCel Energy	710363985	11/20 utilities-admin	11/30/2020	46.39	.00	46.39	51893	12/09/2020
		710363985	11/20 utilities-rec	11/30/2020	285.11	.00	285.11	51893	12/09/2020
		710363985	11/20 utilities-pks	11/30/2020	255.22	.00	255.22	51893	12/09/2020
		710363985	11/20 utilities-sts	11/30/2020	243.22	.00	243.22	51893	12/09/2020
		710363985	11/20 utilities-street lights	11/30/2020	4,235.28	.00	4,235.28	51893	12/09/2020
		710363985	11/20 utilities-town hall	11/30/2020	46.39	.00	46.39	51893	12/09/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		710363985	11/20 utilities-wtp	11/30/2020	3,221.52	.00	3,221.52	51893	12/09/2020
		710363985	11/20 utilities-raw water	11/30/2020	452.72	.00	452.72	51893	12/09/2020
		710363985	11/20 utilities-town hall	11/30/2020	46.39	.00	46.39	51893	12/09/2020
		710363985	11/20 utilities-wwtp	11/30/2020	2,038.68	.00	2,038.68	51893	12/09/2020
		710363985	11/20 utilities-w/wtr south u	11/30/2020	82.24	.00	82.24	51893	12/09/2020
		712840969	12/20 utilities - EV charging	12/16/2020	61.48	.00	61.48	51948	12/23/2020
		Total 12185:			11,014.64	.00	11,014.64		
12193	Xpress Bill Pay	52858	11/20 cc fees-wtr	12/01/2020	258.42	.00	258.42	12042020	12/04/2020
		52858	11/20 cc fees-w/wtr	12/01/2020	258.42	.00	258.42	12042020	12/04/2020
		Total 12193:			516.84	.00	516.84		
12213	Broadvoice	36396	12/20 phone svc-admin	12/01/2020	266.02	.00	266.02	51844	12/09/2020
		36396	12/20 phone svc-ps	12/01/2020	142.30	.00	142.30	51844	12/09/2020
		36396	12/20 phone svc-rec	12/01/2020	87.57	.00	87.57	51844	12/09/2020
		36396	12/20 phone svc-pks	12/01/2020	65.68	.00	65.68	51844	12/09/2020
		36396	12/20 phone svc-sts	12/01/2020	65.68	.00	65.68	51844	12/09/2020
		36396	12/20 phone svc-wtr	12/01/2020	269.00	.00	269.00	51844	12/09/2020
		36396	12/20 phone svc-w/water	12/01/2020	269.00	.00	269.00	51844	12/09/2020
		Total 12213:			1,165.25	.00	1,165.25		
12233	Your Parts Haus	598809	batteries for wwtp generato	11/30/2020	613.98	.00	613.98	51894	12/09/2020
		598988	core refund-batteries for w	12/01/2020	144.00-	.00	144.00-	51894	12/09/2020
		600619	battery for b&p car	12/15/2020	139.99	.00	139.99	51950	12/23/2020
		Total 12233:			609.97	.00	609.97		
12269	Zancanella and Associates,	25789	09/20 eng svcs-water	11/16/2020	771.00	.00	771.00	51895	12/09/2020
		25911	10/20 eng acctg-water	12/14/2020	1,390.50	.00	1,390.50	51951	12/23/2020
		Total 12269:			2,161.50	.00	2,161.50		
12374	ProVelocity	29008	01/21 IT services-b&p	12/01/2020	302.11	.00	302.11	12152020	12/15/2020
		29008	01/21 IT services-admin	12/01/2020	359.82	.00	359.82	12152020	12/15/2020
		29008	01/21 IT services-ps	12/01/2020	325.87	.00	325.87	12152020	12/15/2020
		29008	01/21 IT services-rec	12/01/2020	342.84	.00	342.84	12152020	12/15/2020
		29008	01/21 IT services-pks	12/01/2020	302.11	.00	302.11	12152020	12/15/2020
		29008	01/21 IT services-sts	12/01/2020	366.61	.00	366.61	12152020	12/15/2020
		29008	01/21 IT services-water	12/01/2020	699.27	.00	699.27	12152020	12/15/2020
		29008	01/21 IT services-w/wtr	12/01/2020	695.87	.00	695.87	12152020	12/15/2020
		29292	computer hardware-pw	12/15/2020	200.00	.00	200.00	12302020	12/23/2020
		Total 12374:			3,594.50	.00	3,594.50		
12449	Holton, Jennifer	2020 TAI CHI	tai chi nov-dec 2020 sessio	12/21/2020	232.50	.00	232.50	51926	12/23/2020
		Total 12449:			232.50	.00	232.50		
12669	An Exquisite Design	100005527	flowers for Dave Reynolds-	12/03/2020	53.00	.00	53.00	51842	12/09/2020
		2020 BUS A	2020 Business Assistance	12/17/2020	462.50	.00	462.50	51904	12/23/2020
		Total 12669:			515.50	.00	515.50		
12674	Colorado 24/7 Fitness	2020 BUS A	2020 Business Assistance	12/17/2020	1,700.00	.00	1,700.00	51908	12/23/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 12674:					1,700.00	.00	1,700.00		
12679	Creekside	2020 BUS A	2020 Business Assistance	12/17/2020	1,200.00	.00	1,200.00	51911	12/23/2020
Total 12679:					1,200.00	.00	1,200.00		
12684	Defiance West LLC	2020 BUS A	2020 Business Assistance	12/17/2020	3,466.00	.00	3,466.00	51912	12/23/2020
Total 12684:					3,466.00	.00	3,466.00		
12689	Dr. Kent Albrecht DC PC	2020 BUS A	2020 Business Assistance	12/17/2020	350.00	.00	350.00	51915	12/23/2020
Total 12689:					350.00	.00	350.00		
12709	The Lodge at New Castle	2020 BUS A	2020 Business Assistance	12/17/2020	2,000.00	.00	2,000.00	51942	12/23/2020
Total 12709:					2,000.00	.00	2,000.00		
12734	The Garage Lodge	2020 BUS A	2020 Business Asssitance	12/17/2020	490.50	.00	490.50	51897	12/23/2020
Total 12734:					490.50	.00	490.50		
12739	Lula Mays Vacation Rental	2020 BUS A	2020 Business Assistance	12/17/2020	650.00	.00	650.00	51930	12/23/2020
Total 12739:					650.00	.00	650.00		
12794	Xerox Financial Services	2399526	copier lease & prints-b&p	12/10/2020	69.44	.00	69.44	51949	12/23/2020
		2399526	copier lease & prints-admin	12/10/2020	69.47	.00	69.47	51949	12/23/2020
		2399526	copier lease & prints-rec	12/10/2020	69.44	.00	69.44	51949	12/23/2020
		2399526	copier lease & prints-water	12/10/2020	69.44	.00	69.44	51949	12/23/2020
		2399526	copier lease & prints-w/wat	12/10/2020	69.44	.00	69.44	51949	12/23/2020
Total 12794:					347.23	.00	347.23		
12854	Shaw, Candice	DEC 2020	2020 Gingerbread competit	12/08/2020	204.00	.00	204.00	51884	12/09/2020
Total 12854:					204.00	.00	204.00		
12949	Cumberland Buildings	00007965	balance due on utility shed-	11/25/2020	1,995.00	.00	1,995.00	51855	12/09/2020
Total 12949:					1,995.00	.00	1,995.00		
12964	Holland Signs Inc	20482	solar message board-COVI	12/01/2020	19,381.00	.00	19,381.00	51870	12/09/2020
Total 12964:					19,381.00	.00	19,381.00		
12969	PR Studio, LLC	2429	United to Stop the Spread	11/25/2020	15,000.00	.00	15,000.00	51877	12/09/2020
Total 12969:					15,000.00	.00	15,000.00		
12974	Fossitt, Meredith	11092020	muni court payment refund	11/09/2020	15.00	.00	15.00	51863	12/09/2020
		11092020	muni court payment refund	11/09/2020	30.00	.00	30.00	51863	12/09/2020
		11092020	muni court payment refund	11/09/2020	2.00	.00	2.00	51863	12/09/2020
		11092020	muni court payment refund	11/09/2020	2.00	.00	2.00	51863	12/09/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 12974:					49.00	.00	49.00		
12979	Ayala, Yoseline	COMM CTR	deposit refund for comm ctr	11/28/2020	200.00	.00	200.00	51843	12/09/2020
Total 12979:					200.00	.00	200.00		
Grand Totals:					287,144.98	.00	287,144.98		

Report Criteria:

Detail report type printed

SPIRITS OF NEW CASTLE
PO BOX 105
New Castle CO 81647

Fees Due	
Renewal Fee	227.50
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	\$227.50

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 or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name K2 SPIRITS INC		Doing Business As Name (DBA) SPIRITS OF NEW CASTLE		
Liquor License # 07-92463-0000	License Type Liquor Store (city)	Sales Tax License # 07924630000	Expiration Date 02/27/2021	Due Date 01/13/2021
Business Address 302 WEST MAIN STREET New Castle CO 81647				Phone Number 9709843225
Mailing Address PO BOX 105 New Castle CO 81647			Email wirtkristi@aol.com	
Operating Manager Kristi Wirt	Date of Birth 6/8/64	Home Address 115 Current Dr NC CO 81647		Phone Number 970984-3163
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. 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 <input type="radio"/> No <input checked="" type="radio"/>				
3b. 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 <input type="radio"/> No <input checked="" type="radio"/>				
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)? 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. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. 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? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been 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? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. 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? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				

Tax Check Authorization, Waiver, and Request to Release Information

I, Kristi Wirt am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of K2 Spirits Inc (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 its 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>K2 Spirits Inc</u>		Social Security Number/Tax Identification Number <u>20-5888037</u>	
Address <u>302 W. Main St, PO Box 105</u>			
City <u>New Castle</u>		State <u>CO</u>	Zip <u>81647</u>
Home Phone Number <u>970 984-3163</u>		Business/Work Phone Number <u>970 984-3225</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Kristi Wirt</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Kristi Wirt</u>			Date signed <u>12/10/20</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).

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 <i>Kristi Wirt</i>	Title <i>Pres</i>
Signature <i>Kristi Wirt</i>	Date <i>12/10/20</i>

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		Date
Signature	Title	Attest