

1 **New Castle Town Council**  
2 **Tuesday, April 16, 2013, 7:00 p.m., Town Hall**  
3

4 **Call to Order**

5 Mayor Breslin called the meeting to order at 7:02 p.m.  
6

7 **Pledge of Allegiance**  
8

9 **Roll Call**

10 Present	Councilor Russi
	Councilor Riddile
	Councilor Metzger
	Mayor Breslin
	Councilor Gordon
	Councilor Leland
	Councilor Stuckey
17 Absent	None

18  
19 Also present at the meeting were Town Administrator Tom Baker, Town Clerk Melody  
20 Harrison, Public Works Director John Wenzel, Human Resources Manager Mike Edgar,  
21 Town Planner Tim Cain and members of the public.  
22 Consultant Water Attorney Michael Sawyer arrived at 7:55 p.m.  
23

24 **Meeting Notice**

25 Clerk Harrison verified that her office gave notice of the meeting in accordance with  
26 Resolution TC-2013-1.  
27

28 **Conflicts of Interest**

29 Councilor Stuckey stated he had a conflict with the Marketing and Advertising Services  
30 item because his wife's company had submitted an RFQ.

31 Councilor Metzger stated she had a conflict with the proposed conditional use permit  
32 because she was a member of the church. Town Administrator Tom Baker said that if she  
33 and the council felt she could be objective there should not be a problem. The council  
34 agreed they had no issues with Councilor Metzger's inclusion in the item.  
35

36 **Citizen Comments on Items NOT on Agenda**

37 Matt Moore, 294 East Main Street, asked the council if the proposed conditional use  
38 permit would affect future zoning for other businesses. Mayor Breslin said those zoning  
39 issues would be discussed with the conditional use permit agenda item.  
40

41 **Consultant Reports**

42 Consultant Attorney - nothing to report  
43 Consultant Planner – not present  
44 Consultant Engineer – not present  
45

46 **Items for Consideration**  
47

48 **New Hope Church Conditional Use Permit**

1 Town Planner Tim Cain reviewed his staff report for the council and members of the  
2 audience. He noted that there was an amended parking agreement with City Market that  
3 increased the available parking in the area.  
4

5 Russell Talbott, Moderator and Elder of New Hope Church, introduced himself and  
6 explained the history of the church and the various locations the church had used for their  
7 services. He said that the church had intended to build a new building on acreage they  
8 owned, but the cost of building the facility from the ground up was prohibitive. He stated  
9 that the church felt the bowling alley building would meet the needs of the church and the  
10 community quite well. Mr. Talbott said the church expected to bring people into New  
11 Castle from outside the community, which would boost the local economy. Additionally,  
12 they were exploring the idea of building a full, theatrical stage that could be utilized by  
13 the local high school. They were also considering after school youth programs and  
14 activities in the youth center as well as an educational center.  
15

16 Councilor Riddile said there was already a Baptist church in New Castle, and asked if there  
17 would be any confusion or conflicts since New Hope Church was owned by the First Baptist  
18 Church of Glenwood Springs. Mr. Talbott said there would be no conflicts as the  
19 organization intended to operate as New Hope, not as First Baptist.  
20

21 Councilor Riddile told Mr. Talbot that the bowling alley had historically hosted the after-  
22 prom and graduation parties for the local middle and high school, and he asked if the  
23 church was willing to continue this tradition to provide a safe place for the town's youth to  
24 gather. Mr. Talbott said he thought it fit within the church's youth outreach program, but  
25 that he did not have the final say.  
26

27 Councilor Riddile asked when the church would be open and Mr. Talbott said the goal was  
28 the beginning of the school year, in the fall.  
29

30 Councilor Gordon asked if the Garden School would move into the building, and Mr.  
31 Talbott said that was a possibility for the future but not now.  
32

33 Councilor Stuckey asked how much of the renovation would be exterior. Mr. Talbot said  
34 that the majority would be inside the building, with minor outside work such as signage.  
35 The focus would be preparing the building for the church to move into it. Councilor Leland  
36 asked if there would be a bell tower, and Mr. Talbot said there were no plans for a tower.  
37

38 Michael Wertz, 621 Mt. Harvard Court. Mr. Wertz asked Mr. Talbot and the council if  
39 approval of the rezoning would institute limitations on other businesses should the  
40 commercial area expand, and how it tied in with the economic plan for the town. Planner  
41 Cain clarified that the application was not for a rezoning, it was for a change in use.  
42 Councilor Leland explained that initially he was concerned that a commercial space would  
43 be lost but after hearing the church's plans for the building he felt comfortable that it will  
44 be a good use. It will bring new customers into New Castle, and if the building is utilized  
45 during the week as the church intends, it could be significant to the town's economy.  
46 Additionally, the building had been on the market for several years and not sold. Councilor  
47 Leland pointed out numerous vacant lots in the area that would allow for quite a bit of  
48 commercial expansion, and felt that approving a church use in the bowling alley building  
49 would not negatively affect the town.

1 Councilor Gordon said he felt the church would be good for local businesses.

2 Mr. Moore asked if the rental revenues would go back into the community, the town or  
3 the church. Mr. Talbott said the rental income would go back into the care of the facility.  
4 What would go back to the town and community would be the additional foot traffic and  
5 sales revenues.

6 Councilor Russi said that responded to Mr. Wertz's question about the church fitting into  
7 the town's economic plan, saying that the council did not micro-manage on that level. He  
8 said the town had a comprehensive plan that designated urban density zones that  
9 included retail. He also said the church focus in a retail are made it a multi-use, which was  
10 very good.

11 Dana Yerian, of New Hope Church, said that one of the things that had not yet been  
12 discussed was the fact that the church will bring jobs to the town.

13 Councilor Leland noted that the church would be tax exempt, both for sales tax and  
14 property taxes, which the bowling alley currently brought in, so there would be some  
15 revenue loss to the town. The River Center, although tax-exempt as well, brought many  
16 good services to the town and enriched the town. Those services are ones the town may  
17 otherwise have to do which would cost the town to provide, therefore creating a financial  
18 balance.

19 Councilor Metzger said the new pastor for New Hope Church was a dynamic man with  
20 great visions of what the church could do for New Castle. She felt the tax revenue loss  
21 would be regained in benefits brought to the community from the church.

22 Councilor Leland told Mr. Talbott that the River Center kept in close contact with the town,  
23 and kept the council up to date on their various projects, and he suggested that New  
24 Hope Church do the same so that the town could work with them.

25 **MOTION: Mayor Breslin made a motion to approve the conditional use permit for**  
26 **the First Baptist Church of Glenwood Springs, d/b/a New Hope Church as**  
27 **recommended by the Planning & Zoning Commission. Councilor Gordon seconded**  
28 **the motion and it passed on a roll call vote: Councilor Gordon: yes; Councilor**  
29 **Riddile: yes; Councilor Stuckey: yes; Mayor Breslin: yes; Councilor Metzger: yes;**  
30 **Councilor Russi: yes and Councilor Leland: yes.**

### 33 **RFQ for Marketing and Advertising Services**

34 Administrator Baker told the council two proposals had been received for the Marketing  
35 RFQ. He asked for two council people review the proposals with him. Councilor Metzger  
36 said she would like to meet the other marketing person and Administrator Baker said that  
37 the council could make the decision to interview the other applicant if they wanted to.  
38 Councilors Gordon and Leland volunteered to review the RFQs with Administrator Baker  
39

### 40 **Update on sewer line backup on south sewer**

41 Administrator Baker told the council there had been a back up on south alley sewer that  
42 was caused by a grease and grit blockage in the line. Public Works Director John Wenzel  
43 received the call and within thirty minutes had two other staff members laying out hose to  
44 reroute past the blockage. A jet truck also arrived within thirty minutes to clear the line.  
45 Administrator Baker said there were several homes affected by the blockage, one a family  
46 with a new baby who was put up in the Econolodge. The company Mr. Vac was providing  
47 clean-up and decontamination service on the affected homes. He suggested that  
48 augmentations to the line may come in the future as a capital project, but that the line  
49 was sufficient to service the town as intended.

1 Councilor Russi asked Administrator Baker to have Greg Colter write a short article for the  
2 town newsletter to inform residents of how grease and oils affect the sewer lines.  
3 Mayor Breslin asked Director Wenzel to describe the maintenance program for south alley,  
4 which he did, and he agreed that it would need to be augmented in the future.  
5

6 Administrator Baker told the council that Sharon Huber would be leaving the town to take  
7 a position with SGM. He said Sharon had agreed to continue to help the staff through the  
8 month of May.  
9

## 10 **Executive Session**

11  
12 **MOTION: Councilor Stuckey made a motion at 7:55 p.m. to go into executive**  
13 **session(1) for conference with Town Attorney for purpose of receiving legal**  
14 **advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); and (2)**  
15 **for purpose of determining positions relative to matters that may be subject to**  
16 **negotiations, developing strategy for negotiations, and/or instructing**  
17 **negotiators, under C.R.S. Section 24-6-402(4)(e) concerning a water lease with**  
18 **CVR Investors. Councilor Gordon seconded the motion and it passed**  
19 **unanimously.**  
20  
21

22 Executive Session concluded, 8:16 p.m.  
23

24 At the end of the executive session, Mayor Breslin made the following statement:  
25

26 "The time is now 8:16 p.m. and the executive session has been concluded. The  
27 participants in the executive session were: Planner Cain, Administrator Baker, Special  
28 Water Attorney Michael Sawyer, Director Wenzel, Human Resources Manager Mike Edgar,  
29 Clerk Harrison, Councilors Russi, Riddile and Metzger, Mayor Breslin, Councilors Gordon,  
30 Leland and Stuckey. For the record, if any person who participated in the executive  
31 session believes that any substantial discussion of any matters not included in the motion  
32 to go into the executive session occurred during the executive session, or that any  
33 improper action occurred during the executive session in violation of the Open Meetings  
34 Law, I would ask that you state your concerns for the record."  
35

36 There were no concerns stated.  
37

## 38 **Drought Policy**

39 Attorney Sawyer passed out a graph to the council that was updated from the one  
40 included in the packet. He reviewed the chart that indicated precipitation and snowpack  
41 and described the why 2012 was considered the worst drought year in Colorado. Attorney  
42 Sawyer encouraged the council to readopt the drought policy as that had in 2012, with a  
43 few minor changes, primarily the length of watering times allowed.

44 Planner Cain explained the drought phases for the council including the new triggers, and  
45 the few minor changes made.

46 Attorney Sawyer said the purpose of the drought policy was to help prevent the need to  
47 turn on the pumps for Colorado River water. He felt this could be accomplished, provided  
48 Lakota Canyon Ranch could continue to divert golf course irrigation water from the

1 Williams canal. He said the town was working towards a lease additional water rights in  
2 the event it was needed.  
3 Councilor Gordon asked about Boiler Creek, and the council briefly discussed it. Attorney  
4 Sawyer said he did not have information regarding Boiler Creek but could research it.  
5 Attorney Sawyer also said he had a few items to add to the drought policy and it could  
6 come back to the council on a consent agenda. He encouraged the council to adopt it.  
7 Councilor Russi ask about house bill 1044 regarding gray water, noting that Colorado was  
8 the only western state without a gray water policy, and he wanted to know about the  
9 requirement for the amount of water the town was required to return. Attorney Sawyer  
10 said the problem that caused for New Castle was back in 2002 after the last drought, the  
11 town adjudicated a new augmentation plan that incorporated the Reudi Reservoir water  
12 supply. Standard, engineered assumptions were used for how much water got returned  
13 back to the river after it is used by the town. Those assumptions would be destroyed by  
14 gray water use, and would destabilize many water court decrees that municipalities have  
15 that are based upon standard assumptions for how much water is returned.  
16 Councilor Gordon said he remembers when residents could use gray water and it was  
17 smelly, attracted flies and was a mess. He said he would not like to see the use of gray  
18 water in town.  
19 Attorney Sawyer said allowing gray water use would essentially affect the number of EQR  
20 users in town and he did not feel it was a good idea.  
21 Councilor Russi asked that the drought plan be placed on the next council consent  
22 agenda. He also suggested that it be permanently adopted.

23

#### 24 **Consent Agenda**

25 Minutes of the April 2, 2013 Council Meeting

26 2013 Mosquito IGA

27 **MOTION: Mayor Breslin made a motion to approve the consent agenda. Councilor**  
28 **Russi seconded the motion and it passed unanimously.**

29

30 Mayor Breslin asked that the drought plan be forwarded to the Lakota Canyon Ranch  
31 maintenance office.

32

33 Councilor Russi said that Glenwood Springs was disposing of their pedestrian bridge.

34

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#### 36 **Committee Reports**

37 Planning & Zoning - nothing to report.

38 Climate Action Advisory Committee - nothing to report.

39 Historic Preservation - nothing to report.

40 POSTR - Councilor Gordon said there was a good turnout for the meeting with  
41 Conservation Seeding and Restoration, and that Mike Callas, the town's new Parks  
42 Foreman did a very good presentation on irrigation systems. He also said the Incident  
43 Command System (ICS) training for the motorless parade went very well and that staff  
44 had it well under control. One big issue was parking for the horse show Friday evening,  
45 and after touring the location, he said there would be plenty of parking for visitors.  
46 Administrator Baker said the staff had found out that the Westernaires would not be able  
47 to perform Friday evening because of finals that week, and staff was working on  
48 alternatives. He also said the ICS training had gone very well, and the group would meet  
49 again to finalize the plan.

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**Staff Reports**

Town Administrator – Said the two items he had to report was Sharon's resignation and the Westernaires being unable to perform.  
Town Clerk - Clerk Harrison asked the councilors to please provide her with their shirt sizes so vests could be ordered for the ambassadors. She also told the council the building department had received a building permit application from Warrior for a single family home in Lakota.  
Public Works Director – not present.  
Town Planner – Planner Cain told the council that Lakota wanted to be on the next council agenda to amend the Conditional Use Permit for the golf course/clubhouse/maintenance center because they want to move the golf cart barn.

**Council Comments**

Councilor Leland said he went to two meetings, the first was the meeting about the fire code adoption. He said the fire code had to do with commercial buildings, and the building code addressed residences. He wrote a summary of the meeting that staff would present when the town adopted the 2009 building codes.  
He also attended a fire department community meeting at which two Transcare employees attended. The Transcare employees apologized for the letter to the Post Independent and said what they were really after was to be included in mutual-aid calls. Councilor Leland thought this would still be problematic because Transcare was a private company, but it would have to be worked out between the agencies.  
Last he said Coal Country Feud has been postponed to July because there were not enough teams.  
Mayor Breslin said the fishing derby had been moved from Grand River Park to Alder Park because the water level was too low. He thought they might consider dropping the headgate down or extending the trough to allow more water in.  
Councilor Metzger asked if staff had looked into lights for the sign on the East end of town. Administrator Baker said the lights would cost about \$400 and public works would be installing.  
Councilor Gordon suggested the speed limit sign in that area be moved because he thought it blocked the sign.

**MOTION: Councilor Metzger made a motion to adjourn. Councilor Riddile seconded the motion and it passed unanimously.**

The meeting adjourned at 9:30 p.m.

Respectfully Submitted,

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Mayor Frank Breslin

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Town Clerk Melody Harrison

DRAFT

**TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - April 2013**

4/2013 INVOICES PAID	195,163.58
VOIDED CHECKS	-
VIX PARK LOAN PAYMENT	5,129.61
NET PAYROLL (2)	86,619.37
IRS EFTPS (2)	30,147.48
CREDIT CARD FEES	<u>747.56</u>
<b>4/2013 TOTAL PAYMENTS</b>	<b><u>\$ 317,807.60</u></b>

LESS CAPITAL EXPENDITURES *	(21,145.79)
LESS CHARGE-BACKS **	(2,417.00)
LOAN PAYMENTS/DEPOSIT REFUNDS	<u>(23,229.59)</u>

4/2013 OPERATING EXPENSES : 271,015.22

**\* CAPITAL:**

**\*\*CHARGE-BACKS:**

SGM	<u>21,145.79</u>
TOTAL	<u>21,145.79</u>

GARFIELD & HECHT	2,262.00
SGM	<u>155.00</u>
TOTAL	<u>2,417.00</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
145	AFLAC	231002	cafe plan ins-bldg/planning	04/11/2013	28.75	.00	28.75	40723	04/22/2013
		231002	cafe plan ins-admin	04/11/2013	59.22	.00	59.22	40723	04/22/2013
		231002	cafe plan ins-ps	04/11/2013	7.28	.00	7.28	40723	04/22/2013
		231002	cafe plan ins-town maint	04/11/2013	1.49	.00	1.49	40723	04/22/2013
		231002	cafe plan ins-rec	04/11/2013	5.17	.00	5.17	40723	04/22/2013
		231002	cafe plan ins-pks	04/11/2013	5.70	.00	5.70	40723	04/22/2013
		231002	cafe plan ins-sts	04/11/2013	19.82	.00	19.82	40723	04/22/2013
		231002	cafe plan ins-water	04/11/2013	48.27	.00	48.27	40723	04/22/2013
		231002	cafe plan ins-w/water	04/11/2013	21.94	.00	21.94	40723	04/22/2013
Total 145:					197.64	.00	197.64		
237	All State Communications	PS 31272	install new radio,10 charge	03/07/2013	744.40	.00	744.40	40673	04/09/2013
		31272	install new radio,09 explore	03/07/2013	650.00	.00	650.00	40673	04/09/2013
Total 237:					1,394.40	.00	1,394.40		
377	American Linen	LGRA129009	c.c. mops cleaned	03/07/2013	23.83	.00	23.83	40874	04/09/2013
		LGRA129610	c.c. mops cleaned	03/21/2013	23.83	.00	23.83	40674	04/09/2013
		LGRA130223	c.c. mops cleaned	04/04/2013	23.83	.00	23.83	40674	04/09/2013
Total 377:					71.49	.00	71.49		
809	Becker, Daniel	040413	dot training motel-water	04/04/2013	57.10	.00	57.10	40675	04/09/2013
		040413	dot training meal-water	04/04/2013	10.71	.00	10.71	40675	04/09/2013
		041113	cafe plan reimb	04/11/2013	134.98	.00	134.98	40712	04/11/2013
		041113	cafe plan reimb	04/11/2013	89.98	.00	89.98	40712	04/11/2013
Total 809:					292.77	.00	292.77		
909	Bihl, Hannah	042213	cafe plan reimb-rec	04/22/2013	45.00	.00	45.00	40724	04/22/2013
Total 909:					45.00	.00	45.00		
1377	Cain, Timothy	042213	cafe plan reimb	04/22/2013	105.42	.00	105.42	40725	04/22/2013
		042213	cafe plan reimb	04/22/2013	35.14	.00	35.14	40725	04/22/2013
		042213	cafe plan reimb	04/22/2013	52.71	.00	52.71	40725	04/22/2013
		042213	cafe plan reimb	04/22/2013	70.28	.00	70.28	40725	04/22/2013
		042213	cafe plan reimb	04/22/2013	52.71	.00	52.71	40725	04/22/2013
		042213	cafe plan reimb	04/22/2013	35.14	.00	35.14	40725	04/22/2013
Total 1377:					351.40	.00	351.40		
1533	CEBT	BBB3-4/13	4/13 health ins	04/01/2013	23,916.18	.00	23,916.18	40676	04/09/2013
		BBB3-4/13	4/13 health ins	04/01/2013	131.89	.00	131.89	40676	04/09/2013
		BBB3-4/13	4/13 health ins	04/01/2013	227.81	.00	227.81	40676	04/09/2013
		BBB3-4/13	4/13 health ins	04/01/2013	1,440.42	.00	1,440.42	40676	04/09/2013
		BBB3-4/13	4/13 health ins	04/01/2013	31.73	.00	31.73	40676	04/09/2013
		BBB3-4/13	4/13 health ins	04/01/2013	171.88	.00	171.88	40676	04/09/2013
		BBB3-4/13	4/13 health ins	04/01/2013	107.62	.00	107.62	40676	04/09/2013
		BBB3-4/13	4/13 health ins	04/01/2013	201.91	.00	201.91	40676	04/09/2013
		BBB3-4/13	4/13 health ins	04/01/2013	452.65	.00	452.65	40676	04/09/2013
		BBB3-4/13	4/13 health ins	04/01/2013	285.23	.00	285.23	40676	04/09/2013

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
<b>Total 1533:</b>					<b>26,967.32</b>	<b>.00</b>	<b>26,967.32</b>		
1561	CenturyLink	9709840486	3/13 pwf faxline	03/19/2013	12.84	.00	12.84	40677	04/09/2013
		9709840486	3/13 pwf faxline	03/19/2013	12.84	.00	12.84	40677	04/09/2013
		9709840486	3/13 pwf faxline	03/19/2013	12.84	.00	12.84	40677	04/09/2013
		9709840486	3/13 pwf faxline	03/19/2013	12.84	.00	12.84	40677	04/09/2013
		9709840558	3/13 wtp phone	03/19/2013	81.64	.00	81.64	40677	04/09/2013
		9709840812	3/13 public works phone	03/19/2013	32.30	.00	32.30	40677	04/09/2013
		9709840812	3/13 public works phone	03/19/2013	32.31	.00	32.31	40677	04/09/2013
		9709840812	3/13 public works phone	03/19/2013	32.31	.00	32.31	40677	04/09/2013
		9709840812	3/13 public works phone	03/19/2013	32.30	.00	32.30	40677	04/09/2013
		9709842302	3/13 ps phone	03/19/2013	188.12	.00	188.12	40677	04/09/2013
		9709842311	3/13 admin phone	03/19/2013	150.54	.00	150.54	40677	04/09/2013
		9709843352	3/13 rec phone	03/19/2013	90.68	.00	90.68	40677	04/09/2013
		9709843855	3/13 shop phone	03/19/2013	107.15	.00	107.15	40677	04/09/2013
<b>Total 1561:</b>					<b>798.71</b>	<b>.00</b>	<b>798.71</b>		
1601	Challenger Teamwear	0556110	soccer jerseys-rec	03/28/2013	445.00	.00	445.00	40678	04/09/2013
<b>Total 1601:</b>					<b>445.00</b>	<b>.00</b>	<b>445.00</b>		
1693	CIRSA	04012013	2nd qtr prop/casualty ins-b	04/01/2013	864.56	.00	864.56	40726	04/22/2013
		04012013	2nd qtr prop/casualty ins-ad	04/01/2013	1,449.41	.00	1,449.41	40726	04/22/2013
		04012013	2nd qtr prop/casualty ins-ps	04/01/2013	4,449.94	.00	4,449.94	40726	04/22/2013
		04012013	2nd qtr prop/casualty ins-c	04/01/2013	203.43	.00	203.43	40726	04/22/2013
		04012013	2nd qtr prop/casualty ins-t	04/01/2013	1,195.13	.00	1,195.13	40726	04/22/2013
		04012013	2nd qtr prop/casualty ins-rec	04/01/2013	1,118.84	.00	1,118.84	40726	04/22/2013
		04012013	2nd qtr prop/casualty ins-p	04/01/2013	1,576.55	.00	1,576.55	40726	04/22/2013
		04012013	2nd qtr prop/casualty ins-sts	04/01/2013	1,881.69	.00	1,881.69	40726	04/22/2013
		04012013	2nd qtr prop/casualty ins-w	04/01/2013	5,823.07	.00	5,823.07	40726	04/22/2013
		04012013	2nd qtr prop/casualty ins-w	04/01/2013	6,865.63	.00	6,865.63	40726	04/22/2013
		130800	annual lexipol fee-ps	03/18/2013	1,746.00	.00	1,746.00	40679	04/09/2013
<b>Total 1693:</b>					<b>27,174.25</b>	<b>.00</b>	<b>27,174.25</b>		
2021	Colorado Department of R	4/2013	4/13 employee w/h	04/22/2013	3,870.00	.00	3,870.00	4242013	04/24/2013
<b>Total 2021:</b>					<b>3,870.00</b>	<b>.00</b>	<b>3,870.00</b>		
2049	Colorado Mtn. News Media	9046189A	pub water report notice	03/29/2013	5.57	.00	5.57	40680	04/09/2013
		9101053A	pub liquor license notice-ad	04/19/2013	13.16	.00	13.16	40727	04/22/2013
		9101103A	pub liquor license notice-ad	04/19/2013	14.17	.00	14.17	40727	04/22/2013
<b>Total 2049:</b>					<b>32.90</b>	<b>.00</b>	<b>32.90</b>		
2093	Colorado State Treasurer	033113	1st qtr trama fines	03/31/2013	450.00	.00	450.00	40728	04/22/2013
		132054007(1	1st qtr co unemployment	03/31/2013	1,090.18	.00	1,090.18	40729	04/22/2013
<b>Total 2093:</b>					<b>1,540.18</b>	<b>.00</b>	<b>1,540.18</b>		
2137	Comcast	5055502031	wtp internet svc 4-6/13	03/26/2013	231.66	.00	231.66	40681	04/09/2013
		5540326783(	3 mo-t/h internet-admin	04/03/2013	395.70	.00	395.70	40730	04/22/2013
		5540326809(	cc internet/installation-admi	04/05/2013	559.59	.00	559.59	40721	04/18/2013

Count -  
T. maint -

water -  
w/water -

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2137:					1,186.95	.00	1,186.95		
2181	Conoco Fleet	0203001073	3/13 fuel-admin	03/31/2013	127.13	.00	127.13	40731	04/22/2013
		0203001073	3/13 fuel-ps	03/31/2013	2,575.92	.00	2,575.92	40731	04/22/2013
		0203001073	3/13 fuel-pks	03/31/2013	267.70	.00	267.70	40731	04/22/2013
		0203001073	3/13 fuel-sts	03/31/2013	887.96	.00	887.96	40731	04/22/2013
		0203001073	3/13 fuel-water	03/31/2013	656.59	.00	656.59	40731	04/22/2013
Total 2181:					4,515.30	.00	4,515.30		
2201	Consolidated Electrical Dist	4983-537839	elec baseboard heat/apt	03/19/2013	35.61	.00	35.61	40660	04/01/2013
Total 2201:					35.61	.00	35.61		
2305	Covenant Towing & Transp	5895	abandoned vehicle-ps	03/29/2013	200.00	.00	200.00	40682	04/09/2013
		5896	abandoned vehicle-ps	03/29/2013	200.00	.00	200.00	40682	04/09/2013
Total 2305:					400.00	.00	400.00		
2345	Credit Union of Colorado	1108140-46	ballcaps/125th	03/18/2013	140.59	.00	140.59	40670	04/04/2013
		1108140-60	bldg seminar motel-watts	03/18/2013	333.00	.00	333.00	40670	04/04/2013
		1108140-60	frank b-day	03/18/2013	29.57	.00	29.57	40670	04/04/2013
		1108140-61	postage-admin	03/18/2013	6.11	.00	6.11	40670	04/04/2013
		1108140-61	postage-admin	03/18/2013	6.31	.00	6.31	40670	04/04/2013
		1108140-61	meal emer mgmt conf/cain	03/18/2013	8.52	.00	8.52	40670	04/04/2013
		1108140-61	meal emer mgmt conf/cain	03/18/2013	8.52	.00	8.52	40670	04/04/2013
		1108140-61	lodging emer mgmt conf/ca	03/18/2013	275.94	.00	275.94	40670	04/04/2013
		1108140-62	uniforms/125th baseball	03/18/2013	185.85	.00	185.85	40670	04/04/2013
		1108140-62	uniforms/125th baseball	03/18/2013	125.45	.00	125.45	40670	04/04/2013
		1108140-62	credit-125th baseball	03/18/2013	3.00-	.00	3.00-	40670	04/04/2013
		1108140-62	uniforms 125 baseball	03/18/2013	122.44	.00	122.44	40670	04/04/2013
		1108140-62	bats 125th baseball	03/18/2013	62.80	.00	62.80	40670	04/04/2013
		1108140-62	door sign-rec	03/18/2013	20.46	.00	20.46	40670	04/04/2013
		1108140-62	business cards/McDonald-rec	03/18/2013	10.00	.00	10.00	40670	04/04/2013
		1108140-62	pickleball/tape-rec	03/18/2013	24.37	.00	24.37	40670	04/04/2013
		1108140-62	tape/pickleball-rec	03/18/2013	16.84	.00	16.84	40670	04/04/2013
		1108140-62	pickleballs-rec	03/18/2013	16.49	.00	16.49	40670	04/04/2013
		1108140-62	pickleball net-rec	03/18/2013	318.00	.00	318.00	40670	04/04/2013
		1108140-62	pickleball paddles/net-rec	03/18/2013	69.98	.00	69.98	40670	04/04/2013
		1108140-63	postage-ps	03/18/2013	12.22	.00	12.22	40670	04/04/2013
		1108140-63	postage-ps	03/18/2013	6.11	.00	6.11	40670	04/04/2013
		1108140-63	postage-court	03/18/2013	12.22	.00	12.22	40670	04/04/2013
		1108140-63	postage-court	03/18/2013	6.11	.00	6.11	40670	04/04/2013
		1108140-63	postage-court	03/18/2013	18.33	.00	18.33	40670	04/04/2013
		1108140-63	postage-court	03/18/2013	6.11	.00	6.11	40670	04/04/2013
		1108140-63	postage-water	03/18/2013	1.10	.00	1.10	40670	04/04/2013
		1108140-63	postage-water	03/18/2013	.55	.00	.55	40670	04/04/2013
		1108140-63	postage-w/water	03/18/2013	1.10	.00	1.10	40670	04/04/2013
		1108140-63	postage-w/water	03/18/2013	.55	.00	.55	40670	04/04/2013
		1108140-68	wwtp operator ad-wwtp	03/18/2013	391.40	.00	391.40	40670	04/04/2013
		1108140-68	wwtp operator ad-wwtp	03/18/2013	395.24	.00	395.24	40670	04/04/2013
		1113970-61	2013 dues-pks	03/18/2013	284.00	.00	284.00	40670	04/04/2013
		1113970-63	postage-admin	03/18/2013	4.04	.00	4.04	40670	04/04/2013
		1113970-63	gas-highlander	03/18/2013	20.00	.00	20.00	40670	04/04/2013
		1113970-63	postage-admin	03/18/2013	1.32	.00	1.32	40670	04/04/2013
		1113970-65	usb adaptor-ps	03/18/2013	22.99	.00	22.99	40670	04/04/2013

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		1113970-65	trauma kits-ps	03/18/2013	84.00	.00	84.00	40670	04/04/2013
		1113970-65	oil filter/09 charger - PS	03/18/2013	7.49	.00	7.49	40670	04/04/2013
		1113970-65	prisoner cage/2010 explorer PS	03/18/2013	470.49	.00	470.49	40670	04/04/2013
		1113970-65	weapon lock/2010 explorer PS	03/18/2013	270.86	.00	270.86	40670	04/04/2013
		1113970-65	oil filter/04 crown vic - PS	03/18/2013	7.49	.00	7.49	40670	04/04/2013
		1113970-65	vehicle oil-ps	03/18/2013	25.94	.00	25.94	40670	04/04/2013
		1113970-65	vehicle oil-ps	03/18/2013	82.34	.00	82.34	40670	04/04/2013
		1113970-65	antifreeze-ps	03/18/2013	12.47	.00	12.47	40670	04/04/2013
		1113970-65	car mainten-ps	03/18/2013	8.95	.00	8.95	40670	04/04/2013
		1252180-35	ink cart/printer-pks	03/18/2013	104.98	.00	104.98	40670	04/04/2013
		1252180-35	2013 dues-pks	03/18/2013	52.00	.00	52.00	40670	04/04/2013
		1252180-35	dry erase board/floormat-sts	03/18/2013	165.08	.00	165.08	40670	04/04/2013
		1252180-35	ret dry erase board-sts	03/18/2013	98.09-	.00	98.09-	40670	04/04/2013
		1252180-35	dry erase board-sts	03/18/2013	122.99	.00	122.99	40670	04/04/2013
		1252180-60	cr /subscrip-ps	03/18/2013	36.00-	.00	36.00-	40670	04/04/2013
		1252180-60	auction meals-ps	03/18/2013	23.56	.00	23.56	40670	04/04/2013
		1252180-60	animal control meeting-ps	03/18/2013	5.87	.00	5.87	40670	04/04/2013
		1252180-60	veh registration-ps	03/18/2013	3.78	.00	3.78	40670	04/04/2013
		1252180-60	oil/van-ps	03/18/2013	10.18	.00	10.18	40670	04/04/2013
		1252180-60	ret oil/van-ps	03/18/2013	11.02-	.00	11.02-	40670	04/04/2013
		1252180-60	training-ps	03/18/2013	300.00	.00	300.00	40670	04/04/2013
		1252180-60	tarps-ps	03/18/2013	43.26	.00	43.26	40670	04/04/2013
		1252180-60	evidence collection meetin - PS	03/18/2013	18.53	.00	18.53	40670	04/04/2013
		1252180-61	conference lodging-court	03/18/2013	132.90	.00	132.90	40670	04/04/2013
		1252180-61	conference lodging-court	03/18/2013	132.90	.00	132.90	40670	04/04/2013
		1252180-61	cleaning supplies-t/h	03/18/2013	21.57	.00	21.57	40670	04/04/2013
		1252180-61	lien filing-water	03/18/2013	56.48	.00	56.48	40670	04/04/2013
		1252180-61	lien filing-water	03/18/2013	51.35	.00	51.35	40670	04/04/2013
		1252180-61	lien release-water	03/18/2013	11.29	.00	11.29	40670	04/04/2013
		1252180-61	lien filing-w/water	03/18/2013	56.49	.00	56.49	40670	04/04/2013
		1252180-61	lien filing-w/water	03/18/2013	51.35	.00	51.35	40670	04/04/2013
		1252180-61	lien release-w/water	03/18/2013	11.30	.00	11.30	40670	04/04/2013
		1252180-64	light bulbs-wwtp	03/18/2013	164.94	.00	164.94	40670	04/04/2013
		1252180-65	cards-admin	03/18/2013	14.40	.00	14.40	40670	04/04/2013
		1252180-65	125th tablecloths	03/18/2013	74.00	.00	74.00	40670	04/04/2013
		1252180-66	sight tool-ps	03/18/2013	111.50	.00	111.50	40670	04/04/2013
		1252180-66	firearms instructor certificat - PS	03/18/2013	30.00	.00	30.00	40670	04/04/2013
		1252180-68	supplies-ps	03/18/2013	22.77	.00	22.77	40670	04/04/2013
		1252180-68	bags/soap-ps	03/18/2013	20.38	.00	20.38	40670	04/04/2013
		1252180-68	flowers-ps	03/18/2013	58.11	.00	58.11	40670	04/04/2013
		1252180-68	cr on bus cards-ps	03/18/2013	2.32-	.00	2.32-	40670	04/04/2013
		1768450-03	office supplies-ps	03/18/2013	89.97	.00	89.97	40670	04/04/2013
		1768450-03	training meals(3)-ps	03/18/2013	37.00	.00	37.00	40670	04/04/2013
		1768450-03	veh auction meals-ps	03/18/2013	31.88	.00	31.88	40670	04/04/2013
		1768450-03	training meals(3)-ps	03/18/2013	27.13	.00	27.13	40670	04/04/2013
		1768450-05	postage-water	03/18/2013	15.89	.00	15.89	40670	04/04/2013
		1768450-05	ship lab tests-water	03/18/2013	22.00	.00	22.00	40670	04/04/2013
		1768450-05	eli-going away lunch-water	03/18/2013	77.36	.00	77.36	40670	04/04/2013
		1768450-05	hex bits-south utilities	03/18/2013	29.41	.00	29.41	40670	04/04/2013
		Total 2345:			5,986.83	.00	5,986.83		
2493	Dana Kepner Co.	1372494-00	meter reader charger-water	03/27/2013	75.00	.00	75.00	40732	04/22/2013
		Total 2493:			75.00	.00	75.00		
2509	Data1st, Inc.	24584	4/13 server backup-water	04/03/2013	85.00	.00	85.00	40683	04/09/2013

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2509:					85.00	.00	85.00		
2641	Desktop Consulting, Inc.	24555	3/13 svcs-admin	03/28/2013	75.00	.00	75.00	40684	04/09/2013
		24555	computer set-up-ps	03/28/2013	100.00	.00	100.00	40684	04/09/2013
		24555	3/13 it svcs-water	03/28/2013	210.00	.00	210.00	40684	04/09/2013
		24555	setup new copmputer-w/water	03/28/2013	700.00	.00	700.00	40684	04/09/2013
Total 2641:					1,085.00	.00	1,085.00		
2769	Double RR and D	272987	oil/filters 01 Ford ranger-wat	03/01/2013	85.55	.00	85.55	40685	04/09/2013
		273967	bulb,grind wheel-pks	03/08/2013	21.98	.00	21.98	40685	04/09/2013
		273967	battery 08 chevy-sts	03/08/2013	135.44	.00	135.44	40685	04/09/2013
		274427	bulb/ 09 chevy- water	03/12/2013	21.98	.00	21.98	40685	04/09/2013
		276714	09 chevy battery-sts	03/27/2013	110.77	.00	110.77	40685	04/09/2013
		276714	carb cleaner-sts	03/27/2013	31.94	.00	31.94	40685	04/09/2013
		276717	elec tape-sts	03/27/2013	13.96	.00	13.96	40685	04/09/2013
Total 2769:					421.62	.00	421.62		
2817	DPC Industries, Inc.	737001029-1	chlorine - wtp	03/26/2013	174.78	.00	174.78	40733	04/22/2013
		DE73000273	chlorine - wtp	03/31/2013	30.00	.00	30.00	40733	04/22/2013
Total 2817:					204.78	.00	204.78		
2829	Drivers Lic. Guide Co.	639695	2013 id checking guide-ps	03/25/2013	289.25	.00	289.25	40686	04/09/2013
Total 2829:					289.25	.00	289.25		
3241	First Investors Corp.	040513	4/5 pr retirement	04/05/2013	261.00	.00	261.00	4092013	04/09/2013
		4192013	4/19 pr retirement	04/19/2013	261.00	.00	261.00	4232013	04/23/2013
Total 3241:					522.00	.00	522.00		
3409	Freedom Mailing Service, I	22306	flyer insert-parks	03/31/2013	24.88	.00	24.88	40687	04/09/2013
		22306	3/13 utility bills-water	03/31/2013	369.31	.00	369.31	40687	04/09/2013
		22306	3/13 utility bills-w/water	03/31/2013	369.32	.00	369.32	40687	04/09/2013
Total 3409:					763.51	.00	763.51		
3529	Garfield & Hecht, P.C.	5009M(3/13)	3/13 legal fees-dev costs-tal	03/31/2013	105.00	.00	105.00	40734	04/22/2013
		5009M(3/13)	3/13 legal fees-dev costs-w	03/31/2013	2,157.00	.00	2,157.00	40734	04/22/2013
		5009M(3/13)	3/13 legal fees-planning	03/31/2013	1,009.50	.00	1,009.50	40734	04/22/2013
		5009M(3/13)	3/13 legal fees-admin	03/31/2013	533.90	.00	533.90	40734	04/22/2013
		5009M(3/13)	3/13 legal fees-court	03/31/2013	144.00	.00	144.00	40734	04/22/2013
		5009M(3/13)	3/13 legal fees-water	03/31/2013	96.00	.00	96.00	40734	04/22/2013
Total 3529:					4,045.40	.00	4,045.40		
3637	Gemplers	1019424668	shovel/weedivator-pks	03/26/2013	187.10	.00	187.10	40688	04/09/2013
Total 3637:					187.10	.00	187.10		
3649	Get Up and Go Auto	031813	60,000 mile svc/09 charger	03/18/2013	831.60	.00	831.60	40735	04/22/2013
		031913	oil change-014 09 charger	03/19/2013	45.00	.00	45.00	40689	04/09/2013
		031913.1	oil change 013 09 charger	03/19/2013	45.00	.00	45.00	40689	04/09/2013
		031913.2	oil change 068 04 crown vi	03/19/2013	45.00	.00	45.00	40689	04/09/2013

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		031913A	brakes, air filter 09 charger	03/19/2013	1,278.60	.00	1,278.60	40689	04/09/2013
		032713	oil change 04 crown vic-ps	03/27/2013	45.00	.00	45.00	40689	04/09/2013
		041113	struts/oil cooler lines/04 cv-PS	04/11/2013	607.28	.00	607.28	40735	04/22/2013
Total 3649:					2,897.48	.00	2,897.48		
3885	Gran Farnum Printing	1687	envelopes-bldg/planning	03/29/2013	31.50	.00	31.50	40671	04/04/2013
		1687	envelopes-admin	03/29/2013	31.50	.00	31.50	40671	04/04/2013
		1687	envelopes-water	03/29/2013	31.50	.00	31.50	40671	04/04/2013
		1687	envelopes-w/water	03/29/2013	31.50	.00	31.50	40671	04/04/2013
Total 3885:					126.00	.00	126.00		
3897	Grand Junction Pipe & Sup	3004487	fittings- wwtp	03/26/2013	146.93	.00	146.93	40736	04/22/2013
		3009750	sprinkler parts-pks	04/11/2013	362.72	.00	362.72	40736	04/22/2013
		3009753	pr valve box/guage-pks	04/11/2013	225.78	.00	225.78	40736	04/22/2013
Total 3897:					441.57	.00	441.57		
3945	Great-West Retirement Sv	040513	4/5 pr retirement	04/05/2013	5,106.91	.00	5,106.91	4082013	04/08/2013
		040513	4/5 pr retirement	04/05/2013	901.50	.00	901.50	4082013	04/08/2013
		4192013	4/19 pr retirement	04/19/2013	5,144.93	.00	5,144.93	4222013	04/22/2013
		4192013	4/19 pr retirement	04/19/2013	901.50	.00	901.50	4222013	04/22/2013
Total 3945:					12,054.84	.00	12,054.84		
4445	Hy-Way Feed & Ranch Su	553544	Herbicide-parks	03/27/2013	138.16	.00	138.16	40690	04/09/2013
Total 4445:					138.16	.00	138.16		
4473	Impressions	17566	office supplies-ps	03/12/2013	60.79	.00	60.79	40691	04/09/2013
		17566.1	bubble mailer-ps	03/12/2013	17.81	.00	17.81	40691	04/09/2013
		17585	calculator-b&p	03/15/2013	34.99	.00	34.99	40691	04/09/2013
		17600	file-admin	03/15/2013	33.98	.00	33.98	40691	04/09/2013
		17638	highlighers-b & p	03/27/2013	14.00	.00	14.00	40691	04/09/2013
		17638	erasers/sheet protect-admi	03/27/2013	28.16	.00	28.16	40691	04/09/2013
		17638	clocks-th	03/27/2013	63.90	.00	63.90	40691	04/09/2013
		17672	stapler/staples-b&p	04/03/2013	65.02	.00	65.02	40691	04/09/2013
Total 4473:					318.65	.00	318.65		
4509	Innermountain Dist. Co.	1460507	trash bags-c.c.	04/11/2013	165.09	.00	165.09	40737	04/22/2013
		465072	trash bags-pks	04/15/2013	55.03	.00	55.03	40737	04/22/2013
Total 4509:					220.12	.00	220.12		
4797	Karp, Neu, Hanlon, P.C.	13648	3/13 legal-parks water	03/31/2013	157.50	.00	157.50	40692	04/09/2013
		13648	3/13 legal-water	03/31/2013	1,014.62	.00	1,014.62	40692	04/09/2013
Total 4797:					1,172.12	.00	1,172.12		
5089	Law Office of Angela Roff,	1190	3/13 prosecutor-court	03/31/2013	1,556.82	.00	1,556.82	40693	04/09/2013
Total 5089:					1,556.82	.00	1,556.82		
5091	Law Office of Wyn T. Taylo	10C7334-3/8,	garnishment #10c7334	04/01/2013	982.38	.00	982.38	40713	04/12/2013

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 5091:					982.38	.00	982.38		
5217	Llewellyn, Travis	770336	th window cleaning	04/12/2013	275.00	.00	275.00	40738	04/22/2013
Total 5217:					275.00	.00	275.00		
5305	Lynn Peavey Company	271058	ps evidence supplies	03/14/2013	93.40	.00	93.40	40694	04/09/2013
Total 5305:					93.40	.00	93.40		
5481	Master Petroleum	2000481	credit solvent-sts	03/28/2013	38.49-	.00	38.49-	40695	04/09/2013
		98096	grease-wwtp	03/04/2013	41.56	.00	41.56	40695	04/09/2013
Total 5481:					3.07	.00	3.07		
5525	Maurer, Amanda	51	3/13 judge -court	03/18/2013	510.00	.00	510.00	40696	04/09/2013
Total 5525:					510.00	.00	510.00		
5537	Mayfield, Justin W.	041313	coffee-ps	04/13/2013	37.98	.00	37.98	40739	04/22/2013
Total 5537:					37.98	.00	37.98		
5589	MCHD Regional Lab	936-13	water lab test	04/03/2013	20.00	.00	20.00	40740	04/22/2013
		937-13	water lab test	04/03/2013	20.00	.00	20.00	40740	04/22/2013
		938-13	water lab test	04/03/2013	20.00	.00	20.00	40740	04/22/2013
		939-13	water lab test	04/03/2013	20.00	.00	20.00	40740	04/22/2013
Total 5589:					80.00	.00	80.00		
5793	Micro Plastics	95627	name plates-admin	03/18/2013	38.65	.00	38.65	40697	04/09/2013
		95627	stamp-admin	03/18/2013	28.08	.00	28.08	40697	04/09/2013
Total 5793:					66.73	.00	66.73		
5905	Moe's Maps	11514	area map ad-rec	01/01/2013	200.00	.00	200.00	40741	04/22/2013
Total 5905:					200.00	.00	200.00		
6021	Mountain Roll-offs, Inc.	04536 4/13	4/13 trash svcs-wwtp	04/01/2013	50.00	.00	50.00	40742	04/22/2013
		04537 4/13	4/13 trash svcs-th	04/01/2013	153.53	.00	153.53	40742	04/22/2013
		04538 4/13	4/13 trash svcs-comm ctr	04/01/2013	63.11	.00	63.11	40742	04/22/2013
		04539 4/13	4/13 trash svcs-pks	04/01/2013	80.33	.00	80.33	40742	04/22/2013
		04539 4/13	4/13 trash svcs-sts	04/01/2013	80.32	.00	80.32	40742	04/22/2013
		155796	4/13 trash svcs	04/01/2013	19,789.18	.00	19,789.18	40742	04/22/2013
Total 6021:					20,216.47	.00	20,216.47		
6053	Mr Ts Hardware	100008	valve parts-wwtp	03/05/2013	54.49	.00	54.49	40698	04/09/2013
		100053	mouse traps/gloves -wtp	03/06/2013	15.47	.00	15.47	40698	04/09/2013
		100123	bolts/ball valve/bulbs-sts	03/07/2013	28.27	.00	28.27	40698	04/09/2013
		100129	rtn-bolts/bulb-sts	03/07/2013	11.99-	.00	11.99-	40698	04/09/2013
		100272	mini fuses-sts	03/12/2013	2.99	.00	2.99	40698	04/09/2013
		100274	hose/brush/pail-ps	03/12/2013	60.55	.00	60.55	40698	04/09/2013
		100314	valve parts return-wwtp	03/13/2013	11.20-	.00	11.20-	40698	04/09/2013
		100366	concrete/valves-wwtp	03/14/2013	14.97	.00	14.97	40698	04/09/2013

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		100414	oil-dry absorbent-sts	03/15/2013	12.69	.00	12.69	40698	04/09/2013
		100430	concrete, trash bags-wwtp	03/15/2013	34.94	.00	34.94	40698	04/09/2013
		100558	trash bags-pks	03/20/2013	14.79	.00	14.79	40698	04/09/2013
		100561	gloves-pks	03/20/2013	19.99	.00	19.99	40698	04/09/2013
		100599	hydrant pts/faucet key-pks	03/21/2013	22.28	.00	22.28	40698	04/09/2013
		100605	nozzle/replace handle-pks	03/21/2013	15.27	.00	15.27	40698	04/09/2013
		100614	key/l layton-admin	03/21/2013	1.49	.00	1.49	40698	04/09/2013
		100643	cable ties/soccer-rec	03/22/2013	11.49	.00	11.49	40698	04/09/2013
		100647	roof rpr-town hall	03/22/2013	45.96	.00	45.96	40698	04/09/2013
		100788	pumice soap-sts	03/27/2013	15.99	.00	15.99	40698	04/09/2013
		100796	gloves-pks	03/27/2013	32.98	.00	32.98	40698	04/09/2013
		100810	sign post concrete-sts	03/27/2013	4.99	.00	4.99	40698	04/09/2013
		100871	ball valve-sts	03/29/2013	14.99	.00	14.99	40698	04/09/2013
		100872	dirt picks(2)-pks	03/29/2013	51.98	.00	51.98	40698	04/09/2013
		100874	pick return/trade-pks	03/29/2013	1.70	.00	1.70	40698	04/09/2013
		99956	lock lubricant-pks	03/04/2013	3.99	.00	3.99	40698	04/09/2013
		99959	oil-dry absorbent-south utili	03/04/2013	12.69	.00	12.69	40698	04/09/2013
		99979	screwdrivers-water	03/04/2013	8.78	.00	8.78	40698	04/09/2013
		Total 6053:			477.14	.00	477.14		
6233	Neves Uniforms, Inc.	LN-276794	Uniform Patches - PS	03/26/2013	273.99	.00	273.99	40699	04/09/2013
		Total 6233:			273.99	.00	273.99		
6265	New Castle Family Fitness	4/2013	4/13 salary deductions	04/01/2013	165.00	.00	165.00	40743	04/22/2013
		Total 6265:			165.00	.00	165.00		
6269	New Castle Family Health	20353-4/16/1	employee vaccine-w/w	04/16/2013	151.00	.00	151.00	40744	04/22/2013
		20658-4/2/13	empl. vaccination-w/water	04/03/2013	215.00	.00	215.00	40700	04/09/2013
		Total 6269:			366.00	.00	366.00		
6345	Newman Traffic Signs	TI-0260413	street signs-streets	04/05/2013	60.92	.00	60.92	40745	04/22/2013
		Total 6345:			60.92	.00	60.92		
6573	Paper Wise	712135	doc. shredding-admin	03/29/2013	19.00	.00	19.00	40746	04/22/2013
		Total 6573:			19.00	.00	19.00		
6621	Patterson, Jamie	18653	uniform patches-ps	03/18/2013	7.00	.00	7.00	40701	04/09/2013
		Total 6621:			7.00	.00	7.00		
6781	Pinnacol Assurance	16613551	workers comp ins-bldg/plan	04/09/2013	144.45	.00	144.45	40747	04/22/2013
		16613551	workers comp ins-admin	04/09/2013	234.24	.00	234.24	40747	04/22/2013
		16613551	workers comp ins-ps	04/09/2013	651.00	.00	651.00	40747	04/22/2013
		16613551	workers comp ins-court	04/09/2013	49.73	.00	49.73	40747	04/22/2013
		16613551	workers comp ins-rec	04/09/2013	179.58	.00	179.58	40747	04/22/2013
		16613551	workers comp ins-pks	04/09/2013	249.86	.00	249.86	40747	04/22/2013
		16613551	workers comp ins-sts	04/09/2013	300.61	.00	300.61	40747	04/22/2013
		16613551	workers comp ins-water	04/09/2013	964.32	.00	964.32	40747	04/22/2013
		16613551	workers comp ins-w/water	04/09/2013	1,130.21	.00	1,130.21	40747	04/22/2013

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 6781:					3,904.00	.00	3,904.00		
6809	Pitney Bowes - Purchase P	5502186363	postage meter supplies-ad	04/12/2013	93.48	.00	93.48	40748	04/22/2013
Total 6809:					93.48	.00	93.48		
6813	Pitney Bowes Global Finan	9083974 3/1	postage meter-admin	03/23/2013	4.18	.00	4.18	40659	04/01/2013
		9083974 3/1	postage meter-water	03/23/2013	2.09	.00	2.09	40659	04/01/2013
		9083974 3/1	postage meter-w/water	03/23/2013	2.09	.00	2.09	40659	04/01/2013
		9083974-MR	postage meter lease-admin	03/23/2013	111.00	.00	111.00	40659	04/01/2013
		9083974-MR	postage meter lease-water	03/23/2013	55.50	.00	55.50	40659	04/01/2013
		9083974-MR	postage meter lease-w/wat	03/23/2013	55.50	.00	55.50	40659	04/01/2013
Total 6813:					230.36	.00	230.36		
7041	R & R Mountain Division, I	5898	abandon veh tow -ps	04/10/2013	200.00	.00	200.00	40749	04/22/2013
Total 7041:					200.00	.00	200.00		
7237	Ricoh USA, Inc.	88824154	copier lease - ps	04/05/2013	112.12	.00	112.12	40750	04/22/2013
Total 7237:					112.12	.00	112.12		
7353	Rivendell Sod Farm	53434	turf seed-pks	04/15/2013	200.00	.00	200.00	40751	04/22/2013
Total 7353:					200.00	.00	200.00		
7645	Safety & Constr. Supply, In	0007331-IN	gloves - wwtp	04/10/2013	138.09	.00	138.09	40752	04/22/2013
Total 7645:					138.09	.00	138.09		
7761	Schmueser, Gordon, Meye	93128A-235	3/13 eng. fees-dev costs	03/28/2013	155.00	.00	155.00	40702	04/09/2013
		93128A-235	3/13 eng. fees-b&p	03/28/2013	497.50	.00	497.50	40702	04/09/2013
		93128A-235	3/13 eng. fees-ped bridge	03/28/2013	21,145.79	.00	21,145.79	40702	04/09/2013
Total 7761:					21,798.29	.00	21,798.29		
7973	Sirchie Finger Print Lab	0115178-IN	evidence supplies-ps	03/13/2013	83.62	.00	83.62	40703	04/09/2013
Total 7973:					83.62	.00	83.62		
8089	Somethin' Sweet Candy PI	29334	mugs for 125th	03/20/2013	1,022.11	.00	1,022.11	40704	04/09/2013
Total 8089:					1,022.11	.00	1,022.11		
8193	Staples Contract & Comme	7000560426	copy paper-admin	04/03/2013	20.00	.00	20.00	40753	04/22/2013
		7000560426	copy paper-ps	04/03/2013	19.95	.00	19.95	40753	04/22/2013
		7000560426	copy paper-rec	04/03/2013	20.00	.00	20.00	40753	04/22/2013
		7000560426	copy paper-pks	04/03/2013	20.00	.00	20.00	40753	04/22/2013
		7000560426	copy paper-sts	04/03/2013	20.00	.00	20.00	40753	04/22/2013
		7000560426	copy paper-water	04/03/2013	20.00	.00	20.00	40753	04/22/2013
		7000560426	copy paper-w/water	04/03/2013	20.00	.00	20.00	40753	04/22/2013
		7000565798	comp keyboard-admin	04/05/2013	59.99	.00	59.99	40753	04/22/2013
		7000566756	paper towels-l/h	04/05/2013	7.99	.00	7.99	40753	04/22/2013

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 8193:					207.93	.00	207.93		
8293	Stolbach, Bruce L.	1156	3/1-3/31 bldg inspections	03/31/2013	316.25	.00	316.25	40754	04/22/2013
Total 8293:					316.25	.00	316.25		
8569	Timber Line Elect. & Contr	16291	elect maint-wtp	03/29/2013	807.50	.00	807.50	40755	04/22/2013
		16323	scada rpr-wwtp	04/09/2013	190.00	.00	190.00	40755	04/22/2013
Total 8569:					997.50	.00	997.50		
8782	United Site Services	114-1160628	septic hauling/wtp	03/20/2013	220.00	.00	220.00	40705	04/09/2013
Total 8782:					220.00	.00	220.00		
8809	Upper Case Printing, Ink	6877	parks seminar flyer-pks	03/27/2013	74.10	.00	74.10	40706	04/09/2013
Total 8809:					74.10	.00	74.10		
8837	USA Bluebook	908446	lab supplies-wwtp	03/14/2013	89.87	.00	89.87	40707	04/09/2013
Total 8837:					89.87	.00	89.87		
8861	Utility Notification Center-C	21303465	line locates-water distr.	03/31/2013	32.60	.00	32.60	40708	04/09/2013
Total 8861:					32.60	.00	32.60		
8905	Valley Towing	4196	abandon veh tow-ps	04/19/2013	125.00	.00	125.00	40756	04/22/2013
		4303	abandon veh tow-ps	03/20/2013	125.00	.00	125.00	40756	04/22/2013
		4332	abandon veh tow-ps	03/30/2013	125.00	.00	125.00	40756	04/22/2013
		5100	abandon veh tow-ps	03/16/2013	125.00	.00	125.00	40756	04/22/2013
		5197	abandon veh tow-ps	04/12/2013	275.00	.00	275.00	40756	04/22/2013
		5202	abandon veh tow-ps	04/19/2013	125.00	.00	125.00	40756	04/22/2013
Total 8905:					900.00	.00	900.00		
8985	Verizon Wireless	9702641327	4/13 cell phone-b & p	04/03/2013	68.74	.00	68.74	40757	04/22/2013
		9702641327	4/13 cell phone-admin	04/03/2013	106.76	.00	106.76	40757	04/22/2013
		9702641327	4/13 cell phone-ps	04/03/2013	518.03	.00	518.03	40757	04/22/2013
		9702641327	4/13 cell phone-rec	04/03/2013	103.34	.00	103.34	40757	04/22/2013
		9702641327	4/13 cell phone-pks	04/03/2013	40.19	.00	40.19	40757	04/22/2013
		9702641327	4/13 cell phone-sts	04/03/2013	56.41	.00	56.41	40757	04/22/2013
		9702641327	4/13 cell phone-water	04/03/2013	69.02	.00	69.02	40757	04/22/2013
		9702641327	4/13 cell phone-w/water	04/03/2013	123.29	.00	123.29	40757	04/22/2013
Total 8985:					1,085.78	.00	1,085.78		
9040	Voskuil, Jorden	782837	sewer jetting/515 Rodreick-	04/13/2013	700.00	.00	700.00	40758	04/22/2013
Total 9040:					700.00	.00	700.00		
9153	Wash-By U, Inc.	040113	3/13 car washes-ps	04/01/2013	116.06	.00	116.06	40722	04/18/2013
Total 9153:					116.06	.00	116.06		
9229	Wells Fargo, NA	W99F092(5/1	1999 w/w loan pmt-princ.	04/01/2013	13,553.61	.00	13,553.61	40759	04/22/2013

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		W99F092(5/1	1999 w/w loan pmt-int.	04/01/2013	4,546.37	.00	4,546.37	40759	04/22/2013
Total 9229:					18,099.98	.00	18,099.98		
9269	West Park Truck Equip, Inc	0413-023	sander bearing-sts	04/05/2013	58.90	.00	58.90	40760	04/22/2013
Total 9269:					58.90	.00	58.90		
9513	XCel Energy	0467803428	4/13 elec apt 115	04/17/2013	167.24	.00	167.24	40761	04/22/2013
		0467804848	4/13 elec apt 112	04/17/2013	170.34	.00	170.34	40761	04/22/2013
		361496828	3/13 elec apt 112	03/15/2013	176.48	.00	176.48	40658	04/01/2013
		361509973	3/13 elec apt 115	03/15/2013	185.43	.00	185.43	40658	04/01/2013
		362356138	3/13 gas/elec-admin	03/22/2013	304.09	.00	304.09	40672	04/08/2013
		362356138	3/13 gas/elec-rec	03/22/2013	257.47	.00	257.47	40672	04/08/2013
		362356138	3/13 gas/elec-pks	03/22/2013	893.60	.00	893.60	40672	04/08/2013
		362356138	3/13 gas/elec-sts	03/22/2013	442.83	.00	442.83	40672	04/08/2013
		362356138	3/13 gas/elec-sts	03/22/2013	4,210.49	.00	4,210.49	40672	04/08/2013
		362356138	3/13 gas/elec-water	03/22/2013	139.61	.00	139.61	40672	04/08/2013
		362356138	3/13 gas/elec-water	03/22/2013	3,593.56	.00	3,593.56	40672	04/08/2013
		362356138	3/13 gas/elec-w/water	03/22/2013	139.61	.00	139.61	40672	04/08/2013
		362356138	3/13 gas/elec-w/water	03/22/2013	6,976.61	.00	6,976.61	40672	04/08/2013
		362356138	3/13 gas/elec-w/water	03/22/2013	113.35	.00	113.35	40672	04/08/2013
Total 9513:					17,770.71	.00	17,770.71		
9517	Xerox Corporation	67037101	copier lease-bldg/planning	03/20/2013	59.40	.00	59.40	40709	04/09/2013
		67037101	copier lease-admin	03/20/2013	59.39	.00	59.39	40709	04/09/2013
		67037101	copier lease-ps	03/20/2013	35.63	.00	35.63	40709	04/09/2013
		67037101	copier lease-rec	03/20/2013	35.64	.00	35.64	40709	04/09/2013
		67037101	copier lease-water	03/20/2013	23.76	.00	23.76	40709	04/09/2013
		67037101	copier lease-w/water	03/20/2013	23.76	.00	23.76	40709	04/09/2013
Total 9517:					237.58	.00	237.58		
9577	Zancanella and Associates	15683	1/13 water eng/accting	03/14/2013	730.00	.00	730.00	40710	04/09/2013
Total 9577:					730.00	.00	730.00		
Grand Totals:					195,163.58	.00	195,163.58		

Report Criteria:

Detail report type printed



**Town of New Castle**  
**Drought Plan Regulatory Policy**  
**Approved on May 7, 2013**

The Town of New Castle and its surrounding watershed is experiencing drought conditions of significant concern. Droughts occur with unpredictable frequency, intensity and duration. During a drought, water supplies will be below normal, requiring customers including the Town to reduce their water use for a period of time. Water supply projections and hydrologic conditions are significant components in deciding when a drought response is needed. The Drought Plan Regulatory Policy is intended to assist the Town Council in reacting to a drought.

The plan recommends a progressive response (Phases) to worsening drought conditions and has three elements: communication activities (notice), drought severity indicators (triggers) and response actions.

For these reasons the Town of New Castle formally adopts a Town Policy which adheres to the following section of the Municipal Code:

*At any time the water available to the town is insufficient to provide unlimited usage to all customers, the town administrator or town council shall be authorized and empowered to ration and limit the usage of water for other than in-house uses for such periods of time and under such rules and regulations as the town administrator or town council shall from time to time adopt. Rationing and limitation of usage shall become effective on the day following the publication in a legal newspaper of general circulation in the town of the regulations governing the rationing and limitation upon such water usage. (Ord. 2002-5 § 4 (part); prior code § 11-16-010*

Notice:

Notice of water use restrictions shall be given by publication in a newspaper of general circulation. In the event of a water supply emergency declared by the Town Administrator, notice of water use restrictions may be given by delivery of a flyer delivered to property served with Town water.

**Phase 1**

- Triggers:
  - 1) Limitation on diversion of Town's Spion-Kopp Ditch water rights at Williams Canal

\* Town diverts some of its Coryell Ditch water rights through the

Red Rock Ditch for irrigation at water Lakota Canyon Ranch Golf Course at the KSE pump station

\* No Colorado River pumping required

2) Reduction in ability to divert water at Red Rock Ditch for raw water irrigation purposes

\* Town inspects Red Rock Ditch and removes any unauthorized pumps

\* Colorado River pump station may be turned on if Red Rock ditch flows are inadequate for raw water irrigation needs *after* Phase 1 water restrictions have been implemented *and* a discussion of the costs of pumping water has been conducted with the various raw water users. Water to irrigate the Lakota golf course shall be the first water delivered from the Colorado River Pumps and any remaining water divertible from the Red Rock Ditch shall be used for other raw water users.

- A. Property owners who use Town raw water for irrigation are restricted in their use effective on the following day after public notice to irrigating lawns, trees, shrubs and other vegetation planted in the ground to two hours, between the hours of twelve a.m. to ten a.m. and six p.m. to midnight. Irrigation is limited to every other day based on designation from the Town's Public Works Director.
- B. Exemption Permits. An exemption permit can be issued for the purpose of watering newly installed landscaping, lawns and trees. Water exemption permits are limited to irrigating four hours per day for a period of thirty days in one calendar year. Water usage is subject to water rates then in effect.
- C. Restrictions on Town. The town government shall abide by the watering restrictions and exemptions set forth in this section. The town is restricted in its use of water for street cleaning or emergency purposes except for life-safety situations. The Town may reduce watering parks and open spaces or share Colorado River pump costs with Lakota Canyon Ranch.
- D. Construction Water. Town water is limited in use for construction purposes from a hydrant or otherwise, including but not limited to tire washing, dust suppression, and to clean construction debris from streets. At the discretion of the Public Works Director, a valid permit from the town may be issued for the sale of bulk water.
- E. Recreational Water Use. Water use restrictions shall not apply to children's games or activities that utilize water so long as at least one child is actively

participating in the game or activity while the water is being used. Unattended running sprinklers or water toys shall be subject to fines applicable to unauthorized irrigation.

## **Phase II**

- Triggers:
  - 1) Red Rock Ditch call water right called out of priority
  - 2) Combination of the New Castle Pump and Pipeline and the Town's Coryell Ditch is inadequate to fully meet the domestic and irrigation needs of the Town (excluding irrigation of the Lakota Canyon Ranch golf course)
    - \* Town allocates its Coryell Ditch water rights between the municipal intake on East Elk Creek and the Red Rock Ditch to maximize utility of available water.
    - \* Town inspects Red Rock Ditch and removes any unauthorized pumps.
    - \* Colorado River pump station may be turned on if combination of diversions at the municipal intake in East Elk Creek and diversions at the Red Rock Ditch are inadequate for both treated and raw water irrigation needs *after* Phase II water restrictions have been implemented *and* a discussion of the costs of pumping water has been conducted with the various *raw* water users. Water to irrigate the Lakota golf course shall be the first water delivered from the Colorado River Pumps and any remaining water divertible from the Red Rock Ditch shall be used for other raw water users.
- A. Property owners who use Town water for irrigation (either from the Town's potable system or a raw water irrigation system) are restricted in their use effective on the following day after public notice to irrigating lawns, trees, shrubs to two times a week for two hours between the hours of twelve a.m. to ten a.m. and six p.m. to midnight.
- B. Exemption Permits. An exemption permit will not be issued for the purpose of watering newly installed landscaping, lawns and trees unless the applicant can demonstrate to the Town Administrator a need that outweighs the benefit of not allowing for an exemption permit e.g. new commercial business or subdivision that grades raw land that will be subject to noxious weed growth unless mitigated by seeding the property and including landscape such as trees, shrubs, drought tolerant plants, etc.

- C. Restrictions on Town. The town government shall abide by the watering restrictions and exemptions set forth in this section. The town shall restrict its use of water for street cleaning or emergency purposes except for life-safety situations. The Town shall reduce watering parks and open spaces and share Colorado River pump costs with Lakota Canyon Ranch.
- D. Construction Water. Town water shall be limited in use for construction purposes from a hydrant or otherwise, including but not limited to tire washing, dust suppression, and to clean construction debris from streets. At the discretion of the Town Administrator, a valid permit from the town may be issued for the sale of bulk water
- E. Recreational Water Use. Water use restrictions shall not apply to children's games or activities that utilize water so long as at least one child is actively participating in the game or activity while the water is being used. Unattended running sprinklers or water toys shall be subject to fines applicable to unauthorized irrigation.
- F. Washing vehicles, sidewalks and driveways. It is strongly recommended that residents utilize the commercial businesses in town that provide car washing services and to limit the amount of time it takes to wash your sidewalk and driveway. Car washing facilities utilize conservation measures that will reduce water consumption. Washing of sidewalks and driveways is strongly discouraged.

### **Phase III**

- Triggers:
  - 1. New Castle Pump and Pipeline water right is called out of priority (in whole or in part) and the Town's Coryell Ditch water rights are inadequate to fully meet the domestic and irrigation needs of the Town (excluding irrigation of the Lakota Canyon Ranch golf course)
    - \* Town maximizes water derived from the New Castle Pump and Pipeline water right and the Town's Coryell Ditch water right to meet as much of the Town's domestic and irrigation water needs
    - \* Town inspects Red Rock Ditch and removes any unauthorized pumps.
    - \* Colorado River pump station supports potable and raw irrigation water to the Town
- A. Property owners who use Town water for irrigation (either from the Town's potable system or a raw water irrigation system) are restricted in their use

effective on the following day after public notice to irrigating lawns, trees, shrubs and other vegetation planted in the ground to once every three days for two hours between the hours of twelve a.m. to ten a.m. and six p.m. to midnight.

- B. Exemption Permits.** An exemption permit will not be issued for the purpose of watering newly installed landscaping, lawns and trees. New commercial and subdivision developments can be issued an exemption permit for the purpose of dust suppression and noxious weed control. The number of hours and days one can use water is determined by the Town Administrator on a case-by-case basis.
- C. Restrictions on Town.** The town government shall abide by the watering restrictions and exemptions set forth in this section. The Town shall not use water for street cleaning. Water may be used for emergency purposes such as those situations surrounding life-safety. The Town may continue any water uses that can be accomplished with water from the well located in the Grand River Park.
- D. Construction Water.** Town water from the domestic water system shall not be used for construction purposes from a hydrant or otherwise, including but not limited to tire washing, dust suppression, and to clean construction debris from streets. The Town may contract to provide construction water from the well located in the Grand River Park.
- E. Recreational Water Use.** Voluntary water use restrictions shall apply to children's games or activities that utilize water so long as at least one child is actively participating in the game or activity while the water is being used. Children's games or activities that utilize water shall be restricted to one hour each day. Unattended running sprinklers or water toys shall be subject to fines applicable to unauthorized irrigation.
- F. Washing vehicles, sidewalks & driveways.** Use of personal (VS Commercial car washes) potable and raw water is not allowed to wash vehicles, sidewalks and driveways.



Garfield County  
**Federal Mineral Lease District**

— Established 2011 —

Monday, April 22, 2013

Larry McDonald  
Town of New Castle  
P.O. Box 90  
New Castle, CO 81647

**Re: Spring 2013 Grant Cycle – Mini Grant Program – Contract No: 13-SM-05**

Dear Larry,

Enclosed please find one original of the Mini Grant Agreement (“Agreement”) pertaining to your grant award from the Garfield County Federal Mineral Lease District (“GCFMLD”) for the Spring 2013 Grant Cycle based on the Grant Application you submitted for the Mini Grant Program. Your award remains contingent on mutual execution of the Agreement.

Execution of the Agreement will require a separate resolution passed by your governing body indicating acceptance of the Agreement and its terms, and authority to sign the Agreement on behalf of the governing body. Please also note new paragraph 33, a “no later than start date,” used for tracking purposes.

Please make sure the fully executed Agreement is returned timely and with all necessary attachments to the District office no later than the close of business on May 28, 2013. Please direct any questions regarding the Agreement to [info@garfieldfml.org](mailto:info@garfieldfml.org).

Sincerely yours,

GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
BOARD OF DIRECTORS

enc: Grant Agreement

cc: file

**ORIGINAL**

MINI GRANT AGREEMENT

CONTRACT NUMBER: 13-SM-05  
PROJECT NAME: Community Center Improvements  
GRANT: \$25,000  
AWARD DATE: April 17, 2013  
COMPLETION DATE: April 17, 2014

PARTIES TO AGREEMENT:

GRANTOR: Garfield County Federal Mineral Lease District  
GRANTEE: Town of New Castle, Colorado

Recitals

- A. The Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S., § 30-20-1301 *et seq* (2012) (hereinafter "the Act") and governed by a Board of Directors (hereinafter "Board").
- B. Grantee is a political subdivision of the State of Colorado, and is therefore eligible to receive grant funding from Grantor under the Act and 30 U.S.C. §191.
- C. Grantee submitted a grant application (hereinafter "Grant Application") in response to Grantor's **Spring 2013 Grant Cycle** and the Mini Grant Program.
- D. Grantor approved Grantee's Grant Application for a Mini Grant on **April 17, 2013**, conditioned on the execution of this Mini Grant Agreement (hereinafter "Agreement").
- E. The project (hereinafter "Project") is as described in the Grant Application and qualifies for GCFMLD funding as either (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services.

Agreement, Terms, and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises or covenants exchanged herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. *Representations and Warranties of Grantee.*
  - a. Grantee has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantee warrants that any and all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement as if set forth in full and anew.
  - c. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as **Exhibit A**.
3. *Representations and Warranties of Grantor.*
  - a. Grantor has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantor represents and warrants that as of the date of execution of this Agreement it has available sufficient funds necessary to fully fund the amount of the Grant set forth herein.
  - c. The Board has authorized its President to sign this Agreement.
4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **twenty-five thousand dollars and no cents (\$25,000.00)** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.
5. *Project Scope.* Grantee shall not materially modify the Project or the Project budget (attached hereto as **Exhibit B**, the "Budget") without the prior written approval of the Grantor, or Grantor's designee, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement by Grantor, entitling Grantor to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Grant Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.
6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.

7. *Completion Date.* Grantee shall complete the Project and submit its Final Report no later than **April 17, 2014** (the "Completion Date"), one calendar year after the Board's approval of the Project. Requests for extension of the Completion Date are discouraged but should be directed in writing to the Board.
8. *Disbursement of Funds.* The Grant is subject to the following requirements and conditions:
  - a. The Grant shall be used only for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services and consistent with Grantee's representations in the Grant Agreement. Determinations on eligible and ineligible costs are in Grantor's sole discretion.
  - b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). Grantor may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.
  - c. Except as otherwise agreed to in advance by Grantor in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which Grantor has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project or any other variance from the Project as presented in the Grant Application. It is the sole responsibility of Grantee to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.
9. *Sufficiency of Grant Funds.* Grantor warrants that Grantor has available sufficient funds to fund the Grant.
10. *Project Operation and Maintenance.*
  - a. As applicable to the construction and maintenance of public facilities, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Grant Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, whichever is less, in accordance with product warranties and/or generally accepted standards applicable to the Project, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.
  - b. Failure to comply with the provisions of Paragraph 10.a. may be deemed a breach by Grantee under Paragraph 18, below.

- c. Grantor shall not be liable for any cost of maintenance, management or operation of the Project.
  - d. Within 60 days of a reasonable request by Grantor, Grantee will provide Grantor with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.
11. *Public Access.* As applicable to the construction and maintenance of public facilities, Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project given the nature and use of the public facilities, for the term specified in Paragraph 10. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.
12. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements.
13. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.
14. *Publicity and Project Information.* Grantee agrees to acknowledge the assistance of the Garfield County Federal Mineral Lease District in a manner appropriate to the Project.

Grantee agrees to erect and maintain a sign(s) at a prominent location(s) on the Project site during construction, and Grantor will provide such signs at no cost to Grantee. Alternatively, Grantor will provide reproducible samples of its logo to Grantee for custom signs. Grantor may withhold Final Payment pending evidence of placement of signage.

Grantee shall prominently display an indoor plaque or other suitable marker acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such plaque or marker at no cost to Grantee. The plaque or marker shall be displayed in Grantee's principal place of business or other logical location as determined by Grantor.

Grantee shall inform the GCFMLD of the need for a replacement sign or plaque due to damage, destruction, or disrepair. Grantor's failure to provide a replacement sign or plaque shall relieve Grantee of the obligations of this paragraph.

Additional terms:

- a. Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project.
- b. Grantee shall cooperate with the GCFMLD or its designee in advance in preparing public information pieces related to the Project.
- c. Grantee shall give the GCFMLD the right and opportunity to use information gained from the Project.
- d. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events.
- e. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials, upon request of Grantor.
- f. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report, upon request of Grantor.
- g. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the GCFMLD or acting on behalf of the GCFMLD.

15. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.

16. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee, which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

17. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project to ascertain compliance with this Agreement.

18. *Breach; Withdrawal of Board Funding; Termination of Agreement.* Anything else in this Agreement or otherwise to the contrary notwithstanding, Grantor may withdraw, in whole or in part, the Grant and/or terminate this Agreement, if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of Grantor;
- c. any statement or representation made by Grantee in the Grant Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of Grantor's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to Grantor with respect to material representations therein;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in Grantor's sole judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;

19. *Remedies.*

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, Grantor may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
  - i. Prior to payment of Grant:
    - A. Withdraw the Grant and terminate this Agreement; and,

- B. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects.
  - ii. After payment (partial or full) of Grant:
    - A. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects;
    - B. Seek specific performance of Grantee's obligations under this Agreement;
    - C. Seek reimbursement in full of disbursement made under the Grant.
  - b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.
- 20. *Good Faith.* There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.
- 21. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent shall be in the discretion of Grantor. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from Grantor and assumes all of Grantee's ongoing obligations under this Agreement.
- 22. *Applicable Law.* This Agreement shall be governed by the laws of the State of Colorado and the United States of America, and venue for any dispute hereunder shall lie exclusively in the 9<sup>th</sup> Judicial District Court, State of Colorado, in Glenwood Springs, CO.
- 23. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
- 24. *Severability.* If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
- 25. *Time is of the Essence.* Time is of the essence in this Agreement.
- 26. *Survival.* The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.

27. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
28. *Third Party Beneficiary.* Grantor and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between Grantor and Grantee, and that no third party beneficiaries are intended.
29. *Construction.* Each party hereto has reviewed this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
30. *Waiver.* The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.
31. *TABOR.* No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate either party 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 to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.
32. *Entire Agreement.* Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Resolution Approved by Grantee’s Governing Body Authorizing Execution of this Agreement

Exhibit B – Project Budget

33. *No Later Than Start Date.* Part of the GCFMLD’s mission is the expeditious distribution of funding, which means the projects it funds are started and completed in a timely manner. A “no later than start date” is Grantee’s good faith estimate of the date by which the Project will commence. This date varies depending on the type of project, and is used by the Board for informational and tracking purposes only. Indicate this date below, and briefly describe the action(s) Grantee considers “starting” the Project. Examples: bid award date, groundbreaking, execution of construction contract, date of first program, etc. This date does not alter the Completion Date in paragraph 7 above.

No Later Than Start Date: \_\_\_\_\_ (mm/dd/yyyy).

Description: \_\_\_\_\_

\_\_\_\_\_

34. *Execution.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 32 above and deliver the same to Grantor no later close of business on **May 28, 2013**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_ day of May 2013.

GRANTOR:  
GARFIELD COUNTY  
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:  
TOWN OF NEW CASTLE, COLORADO

By: \_\_\_\_\_  
Gregg Rippey  
President, GCFMLD Board

By: \_\_\_\_\_  
Thomas Baker  
Administrator, Town of New Castle

**ORIGINAL**

# **ATTACH EXHIBIT A**

02/11/20

# **ATTACH EXHIBIT B**

# Town of New Castle Community Center Improvements

## Project Scope of Work

### Fiberglass-Reinforced Plastic Wall Panels (FRP)

Mens Restroom	50 Lin Ft
Womens Restroom	50 Lin Ft
Maint. Closet	<u>30 Lin Ft</u>

130 Linear Foot of 8'x4' FRP Panels  
130' / 4' sections = 33 sheets.  
33 sheets x \$35.71 = \$1,178.43  
22 gallons adhesive x \$13.17 = \$289.74  
Misc. joint covers, ect. = \$400.00  
Labor for installation 2 people 4 days @ \$35.00 per hour = \$2,240.00  
**Total FRP cost = \$4,108.17**

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### Painting

Large Meeting Room (with trim)	44 hours
Small Meeting Room (with trim)	44 hours
Restroom / Restroom Lobby (with trim)	38 hours
Large Room Closets	10 hours

136 hours x \$35.00 per hour = \$4,760.00  
Paint,tape,masking, sundries = \$750.00  
**Total Paint Cost = \$5,510.00**

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### Prefinished wainscot

Large Meeting Room	200 linear feet
Small Meeting Room	162 linear feet
Restroom Lobby	58 linear feet

420 Linear feet / 8' panels = 53 panels  
53 panels x \$27.00 = \$1,431.00  
420 linear feet of 1x4 oak top cap(unfinished) / 10' pieces = 42 pieces  
42 x \$20.00 = \$840.00  
420 linear feet of oak base(unfinished) / 8' pieces = 53 pieces  
53 x \$15.00 = \$795.00  
  
Stain and finish for base and topcap = \$260.00  
Install labor 80 hours x \$35.00 per hour = \$2,800.00  
**Total Wainscot Cost = \$6,126.00**

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### Exterior Aluminum Doors and Frames

Large Meeting Room	2 doors with narrow access lock
Front Entrance Lobby	1 door with narrow access lock

3 doors with closures installed = \$7,580.00  
2 narrow access locks = \$3,148.00  
**Total Entrance Doors and Locks = \$10,728.00**

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\_\_\_\_\_

**TOWN OF NEW CASTLE  
RESOLUTION NO. 2013-5**

A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL APPROVING  
THE MINI GRANT AGREEMENT BETWEEN THE TOWN AND THE GARFIELD  
COUNTY FEDERAL MINERAL LEASE DISTRICT REGARDING IMPROVEMENTS  
TO THE COMMUNITY CENTER

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. §30-20-1301 *et seq.*, and receives federal mineral lease payments from the Colorado Department of Local Affairs annually for the purpose of disbursing and distributing those payments for specific statutory purposes; and

WHEREAS, the Town has applied for and received a mini-grant of \$25,000.00 from GCFMLD FOR the Community Center Improvements Project (the "Project"), subject to the execution of a mini-grant agreement with GCFMLD detailing the terms and conditions of the grant, including, but not limited to, disbursement of funds for and management of the Project; and

WHEREAS, the Town Council desires to authorize its Town Administrator to execute the grant agreement for the Project on behalf of the Town.

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

1. Recitals. The Town incorporates the foregoing recitals as findings and determinations of the Town Council.

2. Approval. The Town Council hereby approves the Mini-Grant Agreement for contract number 13-SM-05 in substantively the form attached hereto as Exhibit A, and authorizes the Town Administrator to sign the grant agreement upon final approval of the form by the Town Attorney.

3. Expenditure/Further Acts. Subject to budgeting and appropriation the Town Council hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the Mini-Grant Agreement and application and authorizes the Town Administrator and Public Works Director to take such further acts as may be necessary to implement the terms and conditions of the Agreement. Nothing herein constitutes or shall be deemed the approval of a multiple fiscal year obligation by the Town.

SO RESOLVED by the New Castle Town Council at a regular meeting held this 7<sup>TH</sup> day of May, 2013.

TOWN OF NEW CASTLE

By \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk



Garfield County  
**Federal Mineral Lease District**

— Established 2011 —

Monday, April 22, 2013

John Wenzel  
Town of New Castle  
P.O. Box 90  
New Castle, CO 81647

**Re: Spring 2013 Grant Cycle – Traditional Grant Program  
Contract No: 13-ST-05**

Dear John,

Enclosed please find one original of the Grant Agreement (“Agreement”) pertaining to your grant award from the Garfield County Federal Mineral Lease District (“GCFMLD”) for the Spring 2013 Grant Cycle based on the Grant Application you submitted. Your award remains contingent on mutual execution of the Agreement.

Execution of the Agreement will require a separate resolution passed by your governing body indicating acceptance of the Grant Agreement and its terms and authority to sign the Agreement on behalf of the governing body. Please also note new paragraph 35, a “no later than start date,” used for tracking purposes.

Please make sure the fully executed Grant Agreement is returned timely and with all necessary attachments to the District office no later than the close of business on May 28, 2013. Please direct any questions regarding the Agreement to [info@garfieldfml.org](mailto:info@garfieldfml.org).

Sincerely yours,

GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
BOARD OF DIRECTORS

enc: Grant Agreement

cc: file

GRANT AGREEMENT

**ORIGINAL**

CONTRACT NUMBER: 13-ST-05  
PROJECT NAME: Public Sidewalks and Roadways  
GRANT: \$386,550  
AWARD DATE: April 17, 2013  
COMPLETION DATE: April 17, 2015  
PARTIES TO AGREEMENT:

GRANTOR: Garfield County Federal Mineral Lease District

GRANTEE: Town of New Castle, Colorado

Recitals

- A. Grantor is the Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD"), an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S., § 30-20-1301 *et seq* (2012), as amended (hereinafter "the Act"), and governed by a Board of Directors (hereinafter "Board"). Grantor exercises the essential public function of alleviating social, economic, and public finance impacts resulting from federal mineral leasing activities within Garfield County.
- B. Grantor receives federal mineral lease payments from the Colorado Department of Local Affairs annually and is authorized under the Act and 30 U.S.C. §191 to disburse and distribute those payments for specific statutory purposes.
- C. Grantor may grant only to political subdivisions of the State of Colorado for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services. 30 U.S.C. §191.
- D. In 2013, Grantor created a grant program, pursuant to which eligible entities could apply for grants for eligible purposes. Grantee responded to the **Spring 2013 Grant Cycle** by submitting a detailed grant application (hereinafter "Grant Application").
- E. Grantor approved Grantee's Grant Application on **April 17, 2013**, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The Parties intend this agreement to be the detailed final grant agreement (hereinafter "Agreement") required by Grantor and referenced in the Grant Application.

## Agreement, Terms, and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises or covenants exchanged herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to the following terms and conditions:

1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. *Representations and Warranties of Grantee.*
  - a. Grantee is a political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantee warrants that any and all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement as if set forth in full and anew.
  - c. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as **Exhibit A**.
3. *Representations and Warranties of Grantor.*
  - a. Grantor is a duly organized political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantor represents and warrants that as of the date of execution of this Agreement it has available sufficient funds necessary to fully fund the amount of the Grant set forth herein.
  - c. The Board has authorized its President to sign this Agreement.
4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **three hundred eighty-six thousand five hundred fifty dollars and no cents (\$386,550.00)** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.
5. *Project Scope.* Grantee shall not materially modify the Project or the Project budget (attached hereto as **Exhibit B**, the "Budget") without the prior written approval of the Grantor, or Grantor's designee, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement by Grantor, entitling Grantor to all

probability that the Project will not or cannot be completed as reflected in the Grant Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.
7. *Completion Date.* Grantee shall complete the Project and submit its Final Report no later than **April 17, 2015** (the "Completion Date"), which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date. Extensions of up to 90 days may be awarded by GCFMLD staff. Longer extensions are heavily discouraged and are in the exclusive discretion of the Board. If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise Grantor, and cooperate in good faith to seek a resolution before any further funds are advanced.
8. *Matching Funds.* Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by Grantor, and shall provide such evidence of the same as Grantor may require in its reasonable discretion. Funds set aside for contingency are not matching funds.
9. *Disbursement of Funds.* Grantee shall select one of the three reimbursement options below regarding disbursement of funds. Grantee shall indicate its selection using the Reimbursement Options Form, **Exhibit C** (attached).
  - a. *Advance Payment:* If Grantee opts to receive a portion of the Grant funds prior to beginning work on the Project (an "Advance Payment"), Grantee shall provide Grantor with the documentation and calculations described in the **Advance Payment Request Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making an Advance Payment. An Advance Payment shall not exceed Grantor's percentage of expected overall costs (as determined by the Grantor-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, an Advance Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Advance Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee opts to receive an Advance Payment, it may not receive a Progress Payment, as defined below.
  - b. *Progress Payment:* If Grantee has opted to forego an Advance Payment and has opted to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"), Grantee shall provide Grantor with a progress report detailing expenditures and progress made to date ("Progress

Report”). The Progress Report must be submitted using **Grantor’s Progress Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed Grantor’s percentage of expected overall costs, as determined by the Grantor-approved budget, applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, a Progress Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Progress Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee received an Advance Payment, it may not receive a Progress Payment, and Grantee is limited to receiving one Progress Payment.

- c. *Final Payment:* Once the Project is complete, Grantee shall submit a final report to Grantor detailing the accomplishments of and expenditures related to the Project (the “Final Report”). The Project is “complete” when, as applicable to the Project, (1) all planning is completed, (2) all public facilities have been built, or maintenance of the public facilities has been completed, and the public facilities are ready for their intended use, or (3) public services have been provided. The Final Report must be submitted using **Grantor’s Final Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon Grantor’s review and approval of the Final Report, Grantor shall pay the outstanding balance on the Grant (the “Final Payment”), subject to any reductions contemplated by any provision of this Agreement.

10. *Conditions for Disbursement.* Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

- a. The Grant and all matching funds shall be used only for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services and consistent with Grantee’s representations in the Grant Agreement. Determinations on eligible and ineligible costs are in Grantor’s sole discretion.
- b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). Grantor may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.
- c. Except as otherwise agreed to in advance by Grantor in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which Grantor has not agreed may result in a reduction in the Grant. “Material modifications” may include, but are not necessarily limited to, a reduction in the total cost of the Project or any other variance from the Project as presented in the Grant Application. It is the sole responsibility of Grantee

to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

11. *Sufficiency of Grant Funds.* Grantor warrants that Grantor has available sufficient funds to fund the Grant.

12. *Project Operation and Maintenance.*

- a. As applicable to the construction and maintenance of public facilities, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Grant Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, whichever is less, in accordance with product warranties and/or generally accepted standards applicable to the Project, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.
- b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 20, below.
- c. Grantor shall not be liable for any cost of maintenance, management or operation of the Project.
- d. Within 60 days of a reasonable request by Grantor, Grantee will provide Grantor with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. *Public Access.* As applicable to the construction and maintenance of public facilities, Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project given the nature and use of the public facilities, for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements.

15. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment

are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

**16. *Publicity and Project Information.***

- a. Grantee shall erect and maintain a sign or signs at a prominent location on the Project site acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such sign(s) at no cost to Grantee. Alternatively, Grantor will provide reproducible samples of its logo to Grantee for custom signage.
  - i. Grantor shall approve in advance the design of any sign(s) materially varying from the sign(s) provided by Grantor. To obtain such approval, Grantee shall submit to Grantor plans describing the number, design, placement, and wording of sign(s) and placard(s). Plans shall be submitted to Grantor for review and approval prior to completion of the Project. Where signage is impractical, a determination in the Grantor's sole discretion, Grantee agrees to proceed pursuant to paragraph 16.a.iii below.
  - ii. Grantor may withhold Final Payment pending evidence of placement of signage.
  - iii. In the case where the Grant is given for planning or public services, Grantee shall prominently display an indoor plaque or other suitable marker acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such signs at no cost to Grantee. The plaque or marker shall be displayed in Grantee's principal place of business or other logical location as determined by Grantor.
  - iv. This requirement may be waived in Grantor's sole discretion.
  - v. Grantee shall inform the GCFMLD of the need for a replacement sign(s) or plaque due to damage, destruction, or disrepair. Grantor's failure to provide a replacement sign(s) or plaque shall relieve Grantee of the obligations of this paragraph.
- b. Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with the GCFMLD or its designee in advance in preparing public information pieces related to the Project.
- d. Grantee shall give the GCFMLD the right and opportunity to use information gained from the Project.

- e. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials, upon request of Grantor.
- g. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report, upon request of Grantor.
- h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the GCFMLD or acting on behalf of the GCFMLD.

17. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.

18. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. *Breach; Withdrawal of Board Funding; Termination of Agreement.* Anything else in this Agreement or otherwise to the contrary notwithstanding, Grantor may withdraw, in whole or in part, the Grant and/or terminate this Agreement, if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of Grantor;

- c. any statement or representation made by Grantee in the Grant Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of Grantor's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to Grantor with respect to material representations therein;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in Grantor's sole judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;

21. *Remedies.*

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, Grantor may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
  - i. Prior to payment of Grant:
    - A. Withdraw the Grant and terminate this Agreement; and,
    - B. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects.
  - ii. After payment (partial or full) of Grant:
    - A. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects;
    - B. Seek specific performance of Grantee's obligations under this Agreement;
    - C. Seek reimbursement in full of disbursement made under the Grant.
- b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.

22. *Good Faith.* There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.
23. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent shall be in the discretion of Grantor. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from Grantor and assumes all of Grantee's ongoing obligations under this Agreement.
24. *Applicable Law.* This Agreement shall be governed by the laws of the State of Colorado and the United States of America, and venue for any dispute hereunder shall lie exclusively in the 9<sup>th</sup> Judicial District Court, State of Colorado, in Glenwood Springs, CO.
25. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. *Severability.* If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. *Time is of the Essence.* Time is of the essence in this Agreement.
28. *Survival.* The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.
29. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
30. *Third Party Beneficiary.* Grantor and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between Grantor and Grantee, and that no third party beneficiaries are intended.
31. *Construction.* Each party hereto has reviewed this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
32. *Waiver.* The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach

of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. *TABOR*. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate either party 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 to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

34. *Entire Agreement*. Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Resolution Approved by Grantee’s Governing Body Authorizing Execution of this Agreement

Exhibit B – Project Budget

Exhibit C – Reimbursement Options Form

35. *No Later Than Start Date*. The GCFMLD’s mission includes the expeditious distribution of funding, which means the projects it funds are started and completed in a timely manner. A “no later than start date” is Grantee’s good faith estimate of the date by which the Project will commence. This date varies depending on the type of project, and is used by the Board for informational and tracking purposes only. Indicate this date below, and briefly describe the action(s) Grantee considers “starting” the Project. Examples: bid award date, groundbreaking, execution of construction contract, date of first program, etc. This date does not alter the Completion Date in paragraph 7 above.

No Later Than Start Date: \_\_\_\_\_ (mm/dd/yyyy).

Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ORIGINAL**

36. *Execution.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 34 above and deliver the same to Grantor no later close of business on **May 28, 2013**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_ day of May, 2013.

GRANTOR:  
GARFIELD COUNTY  
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:  
TOWN OF NEW CASTLE, COLORADO

By: \_\_\_\_\_  
Gregg Rippey  
President, GCFMLD Board

By: \_\_\_\_\_  
Thomas Baker  
Administrator, Town of New Castle

**ORIGINAL**

**ATTACH EXHIBIT A**

# **ATTACH EXHIBIT B**



Garfield County  
**Federal Mineral Lease District**  
Established 2011

EXHIBIT C - Reimbursement Options

The Garfield County Federal Mineral Lease District ("GCFMLD") offers three payment options for the reimbursement of grants awarded. The payment options have been summarized below. Upon reviewing the options please sign in the appropriate spot to indicate which reimbursement scenario will best accommodate your grant. Return this completed form to the GCFMLD with your executed Grant Agreement.

Option 1 – Advance Payment Prior to Project

- Applicant may request one payment prior to commencement of work on a project, only IF the following situations apply:
- Up to 50% of the grant award may be requested with a signed construction contract between the applicant and a contractor.
- All usual reporting requirements, including documentation of cash and in-kind contributions and the total project and a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment

Option 2 – Partial Payment (as a standard option, rather than only upon request)

- Applicant may request one partial payment during the execution of the Grant Agreement.
- Up to 50% of the grant award may be requested.
- Partial grant payment will reimburse the Grantee for actual expenditures made in the performance of the executed Grant Agreement.
- All partial grant payments shall be based upon approved financial status reports documenting the expenditures made to date. Progress reports and staff review of the reporting may not be as detailed as it will be a final report stage, in order to facilitate payment.
- Final payment will be made upon full completion of the project and submission of all final report documentation. Final report materials include documentation to support all cash and in-kind contributions and the total project cost. Grantees are also required to submit a report comparing the approved budget vs. actual use of funds. The GCFMLD reserves the right to withhold all or a portion of the final payment should we find that ineligible expenses were included either in a progress report or at final report stage.

Option 3 – Final Grant Payment

- The entire grant award will be paid upon full completion of the project and submission of a final report that indicates the project was completed in accordance with the grant agreement.
- A final report including documentation of cash and in-kind contributions and the total project cost a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment.

PLEASE CIRCLE PREFERRED OPTION:    OPTION 1            OPTION 2            OPTION 3

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (print)

Contract #: \_\_\_\_\_

**ORIGINAL**

**Project Budget:** *(Provide Project Name)* **Town of New Castle Streets /Sidewalk Maintenance Projects 2013**

	Source of Funds	Date Secured	GCFMLD Grant Request	Applicant Match (\$)	Partner Match (\$)	Total Funding (\$)
<b>CASH</b>						
	Garfield County Federal Mineral Lease District	<i>May '13</i>	<i>386,550</i>			\$386,550.00
	Town of New Castle 2013 Budget	Jan. 2013		159,500.00		\$159,500.00
<b>IN-KIND</b>						
	Project Management By Town of New Castle					
	Public Works Personnel	Jan. 2013		7,200.00		
<b>TOTAL SOURCE OF FUNDS</b>			<b>\$386,550.00</b>	<b>\$159,500.00</b>	<b>\$0.00</b>	<b>\$546,050.00</b>



**Project Budget:** *(Provide Project Name)* **Town of New Castle Streets / Sidewalk Maintenance 2013**

<b>IN-KIND</b>	<b>Use of Funds</b>	<b>No. of Units / Hours</b>	<b>Cost Per Unit / Hour</b>	<b>GCFMLD Funds</b>	<b>Applicant Funds</b>	<b>Partner Funds</b>	<b>Total Funding (\$)</b>
<b>Professional Services</b>							
<i>In-House Project Mngt.</i>	Manage asphalt and concrete maintenance projects	160.00	45.00		7,200.00		\$7,200.00
	<b>USE OF FUNDS - IN-KIND SUBTOTAL</b>				<b>\$7,200.00</b>	<b>\$0.00</b>	<b>\$7,200.00</b>
	<b>9% Contingency</b>			<b>\$49,032</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,032</b>
	<b>TOTAL PROJECT COST</b>			<b>\$386,550.00</b>	<b>\$166,700.00</b>	<b>\$0.00</b>	<b>\$553,250.00</b>

**TOWN OF NEW CASTLE  
RESOLUTION NO. 2013-06**

A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL APPROVING THE  
GRANT AGREEMENT BETWEEN THE TOWN AND THE GARFIELD COUNTY  
FEDERAL MINERAL LEASE DISTRICT REGARDING THE PUBLIC SIDEWALKS AND  
ROADWAYS PROJECT

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. §30-20-1301 *et seq.*, and receives federal mineral lease payments from the Colorado Department of Local Affairs annually for the purpose of disbursing and distributing those payments for specific statutory purposes; and

WHEREAS, the City has applied for and received a grant of \$386,550.00 from GCFMLD to maintain various roadways within the Town of New Castle including crack sealing, asphalt overlay, chip sealing, concrete valley pan replacement and completion of unfinished sidewalk sections in the downtown area, (the "Project"), subject to the execution of a grant agreement with GCFMLD detailing the terms and conditions of the grant, including, but not limited to, disbursement of funds for and management of the Project; and

WHEREAS, the Town Council desires to authorize its Interim Town Administrator to execute the grant agreement for the Project on behalf of the Town.

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

1. Recitals. The Town incorporates the foregoing recitals as findings and determinations of the Town Council.
2. Approval. The Town Council hereby approves the Grant Agreement in substantively the form attached hereto as Exhibit A, and authorizes the Interim Town Administrator to sign the grant agreement upon final approval of the form by the Town Attorney.
3. Expenditure/Further Acts. The Town Council hereby authorizes the expenditure of funds in 2012 as necessary to meet the terms and obligations of the Grant Agreement and application and authorizes the Town Administrator and Public Works Director to take such further acts as may be necessary to implement the terms and conditions of the Agreement. Nothing herein constitutes or shall be deemed the approval of a multiple fiscal year obligation by the Town.

SO RESOLVED by the New Castle Town Council at a regular meeting held this 7<sup>th</sup> day of May, 2013.

TOWN OF NEW CASTLE

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk