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4 **New Castle Town Council Meeting**  
5 **Tuesday, July 21, 2015, 7:00 p.m.**  
6

7 **Call to Order**

8 Mayor Gordon called the meeting to order at 7:00 p.m.  
9

10 **Pledge of Allegiance**  
11

12 **Roll Call**

13 Present Councilor Means  
14 Councilor Riddile  
15 Councilor Metzger  
16 Mayor Gordon  
17 Councilor Breslin  
18 Councilor Leland  
19 Councilor Stuckey  
20

21 Also present at the meeting were Town Administrator Tom Baker, Town Clerk Melody  
22 Harrison and Town Attorney David McConaughy.  
23

24 **Meeting Notice**

25 Clerk Harrison verified that her gave notice of the meeting in accordance with  
26 Resolution TC-2015-1.  
27

28 **Conflicts of Interest**

29 Councilor Stuckey told the council he had a conflict with the Warrior item and asked to  
30 recuse himself. The council agreed.  
31

32 **Agenda Changes**

33 **MOTION: Councilor Leland made a motion to add the continued Health &**  
34 **Wellness Campus discussion with the USDA and AGNC to the agenda.**  
35 **Councilor Riddile seconded the motion and it passed unanimously.**  
36

37 The council continued an informational discussion with Patti Snidow of the USDA and  
38 Dave Norman of AGNC regarding a Health and Wellness Campus.  
39

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

41 Lauren Roper and Raul Morales, new residents of New Castle.  
42 Ms. Roper told the council that she and her husband, Raul, had recently relocated to  
43 New Castle from Texas. She said that the town website was very influential in helping  
44 them make their decision to move. Councilor Breslin said that Mr. Morales is a civil  
45 engineer and works for JVA Engineering in Glenwood Springs. Ms. Roper is a dentist  
46 who intends to open a practice in New Castle.  
47 The council welcomed Mr. Morales and Ms. Roper and told them to contact the town  
48 staff who would provide assistance where they could.  
49

50 **Consultant Reports**

1 Consultant Attorney – present for agenda items  
2 Consultant Planner – nothing to report  
3 Consultant Engineer – nothing to report

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7

**Items for Consideration**

8 **Consider Authorizing the Mayor to Sign a Real Estate Contract**

9 Attorney McConaughy described the contract that was in the packet. He reviewed  
10 several small changes that he felt needed to be made. The council agreed with the  
11 proposed changes.

12 **MOTION: Councilor Breslin made a motion to authorize the Mayor to sign the**  
13 **real estate contract with the changes proposed by Attorney McConaughy.**  
14 **Councilor Stuckey seconded the motion and it passed unanimously.**

15

16 Recess Town Council Meeting, Convene Local Liquor Licensing Authority

17 **MOTION: Councilor Leland made a motion to recess the council meeting and**  
18 **to convene the local liquor licensing authority. Councilor Means seconded the**  
19 **motion and it passed unanimously.**

20

21 **Consider a Special Events Liquor License Application for Burning Mountain**  
22 **Festival and the Chili Cook-Off**

23 **MOTION: Councilor Riddile made a motion to approve the special event liquor**  
24 **license for Burning Mountain Festival and the Chili Cook-Off. Councilor**  
25 **Metzger seconded the motion**

26 Discussion: Clerk Harrison told the council that this application included an alternate  
27 location for the Chili Cook-Off in the event there was bad weather. She noted that the  
28 event had been cancelled in prior years because it was too cold. Clerk Harrison said  
29 the alternate location was the Community Center.

30 **The motion passed unanimously.**

31

32 Adjourn Local Liquor Licensing Authority, Reconvene Town Council Meeting

33 **MOTION: Councilor Leland made a motion to adjourn the local liquor licensing**  
34 **authority and to reconvene council. Councilor Means seconded the motion**  
35 **and it passed unanimously.**

36

37 **Consider Property Donation from Michael Watts**

38 The council reviewed the donation agreement. They discussed the contract in regard to  
39 the proposed and possible future uses for the land, and whether or not selling the lot  
40 would be possible. Attorney McConaughy said that sale of the lot would have to go to  
41 the voters.

42 The council also discussed the parking needs for the apartments in the 4<sup>th</sup> Street Plaza  
43 and agreed that a license agreement would be the appropriate manner to handle the  
44 parking because it is how the town has done this in the past.

45 The council thanked Michael Watts for donating the land.

46 **MOTION: Councilor Breslin made a motion to approve the donation**  
47 **agreement, removing paragraph #6, making the parking a license agreement.**  
48 **Councilor Stuckey seconded the motion.**

1 Discussion: Mr. Watts asked if he could have as much as thirty days to have the  
2 property appraised before signing the agreement. Attorney McConaughy agreed that  
3 would be fine.

4 Councilor Breslin said there is a lot of support for developing the lot into an aesthetic  
5 space, and he felt that was the intent.

6 Mr. Watts said if the council felt the space should be named, he suggested "Liberty  
7 Park".

8 **The motion passed unanimously.**

9  
10 Councilor Stuckey left council chambers at 8:08 p.m.

11  
12 **Consider declaring default of 2015 Amendment to Development Agreements**  
13 **for Lakota Canyon Ranch regarding road warranty work or, alternatively,**  
14 **consider contract amendment or other remedies.**

15 Attorney McConaughy said he understood the warranty work was progressing, but said  
16 that the deadline to complete the work had passed, and the letter of credit(LOC) would  
17 expire on July 31, 2015.

18 Warrior Representative Bob Gibson provided a copy of a bank agreement to extent the  
19 LOC. After reading it quickly, Attorney McConaughy said the letter proposed an  
20 extension to September 18, 2015, but that the bank had not signed it. He advised the  
21 council that if the new LOC was not received before the end of the month, the town  
22 would have to call the existing one.

23 Mr. Gibson said he was confident the extended LOC would be provided to the town  
24 before the other one expired. He also said their contractor would begin paving within  
25 the week, and chip sealing would be done the following week.

26 **MOTION: Councilor Leland made a motion to approve staff calling the Warrior**  
27 **letter of credit for the warranty work before July 31, 2015, unless the letter of**  
28 **credit is extended to September 18, 2015.**

29 **Councilor Means seconded the motion and it passed unanimously**

30  
31 Councilor Stuckey returned to council chambers at 8:15 p.m.

32  
33 Attorney McConaughy said that he wanted to see Warrior succeed, but for them to  
34 provide legal documents at the meeting was unprofessional

35  
36 Councilor Metzger asked Mr. Gibson when they would begin building the clubhouse. Mr.  
37 Gibson said they hoped in mid-August.

38  
39 **Consider Ordinance TC-2015-2, an Ordinance of the New Castle Town Council**  
40 **Adopting by Reference the 2010 Model Traffic Code (first reading.)**

41 **MOTION: Councilor Riddile made a motion to approve Ordinance TC-2015-2,**  
42 **An Ordinance of the New Castle Town Council Adopting the Model Traffic Code**  
43 **for Colorado, 2010 Edition, and Amending Title 10 of the New Castle Municipal**  
44 **Code on first reading. Councilor Breslin seconded the motion.**

45 Discussion: Councilor Breslin asked if there were any conflicts in language for the  
46 police department. Administrator Baker said the police department had been working  
47 with the attorneys on the ordinance. Administrator Baker offered to invite Chief Pagni  
48 to the next council meeting to discuss it with council.

1 **The motion passed on a roll call vote: Councilor Metzger: yes; Councilor**  
2 **Leland: yes; Councilor Breslin: yes; Councilor Means: yes; Councilor Riddile:**  
3 **yes; Mayor Gordon: yes; Councilor Stuckey: yes.**

4  
5  
6 **Consent Agenda**

7 Minutes of the June 16, 2015 meeting

8 Minutes of the July 7, 2015 meeting

9 Lazy Bear Hotel & Restaurant Liquor License Renewal

10 Hogback Pizza Beer & Wine Liquor License Renewal

11 **MOTION: Councilor Breslin made a motion to approve the consent agenda**  
12 **with the exception of the June 16, 2015 minutes. Councilor Stuckey seconded**  
13 **the motion and it passed unanimously.**

14 Councilor Breslin made a clarification in the June 16 minutes.

15 **MOTION: Councilor Breslin made motion to approve the minutes of the June**  
16 **16, 2015 council meeting. Councilor Leland seconded the motion and it**  
17 **passed unanimously.**

18  
19 Attorney McConaughy told the council that DeBeque had just approved a 240-thousand  
20 square-foot grow operation. There had been much controversy over the proposal, and  
21 it passed by only four votes, but the town stood to make quite a bit of money from the  
22 excise tax.

23  
24 **Staff Reports**

25 Town Administrator – Administrator Baker said that Town Planner Tim Cain had been  
26 getting updates from Community Resource Housing Development Corporation  
27 (CRHDC). Apparently, there had been some delay in the results from CHFA because  
28 there had been so many applicants for the tax credit program, but staff expected to  
29 hear the results within the next few weeks. If CRHDC does get funding, staff expects to  
30 have a pre-application meeting with CRHDC soon.

31 Administrator Baker told the council a concern had arose regarding the community  
32 market and a local business who felt unwelcome. Administrator Baker said he had  
33 talked to Noreen Nolan, and they both were going to meet with the business and let  
34 them know they were invited to participate.

35 Administrator Baker told the council he would be out of the office Thursday and Friday.  
36 Last, Administrator Baker told the council that the Talbotts had donated an acre of land  
37 out near Apple Tree, for a community garden. Kim Willy would be heading up the  
38 project, and Administrative Assistant Debbie Nichols would assist. The group received  
39 a \$1,200.00 grant from LiveWell to get started, and Ms. Willy felt that additional funds  
40 could be raised.

41 Town Clerk – Clerk Harrison told the council that she and Deputy Town Clerk Mindy  
42 Andis attended two days of election training. She said the legislature had approved  
43 changes in the election rules to provide a better opportunity for overseas and military  
44 citizens to be able to vote. In addition, for the regular election, some of the timelines  
45 had been extended slightly, and these changes will cause the election calendar to  
46 begin in late 2015 for the April 2016 election. Clerk Harrison said her office would work  
47 with Attorney McConaughy to write an ordinance to update the town code regarding  
48 elections.

49 Clerk Harrison said she had received a request in the mail for the town to appoint  
50 someone to the Colorado Municipal League Policy Committee, and she asked the

1 council if they would like a discussion at the next council meeting to decide who could  
2 be able to attend. The council agreed.  
3 Clerk Harrison told the council that Deputy Clerk Andis would be away at clerk's school  
4 the following week.  
5 Town Planner – not present  
6 Public Works Director – not present

7

8 **Commission Reports**

9 Planning & Zoning Commission – nothing to report  
10 Historic Preservation Commission – nothing to report  
11 Economic Advisory Committee – Mayor Gordon said he felt the community market was  
12 one of the purest forms of economic development, and a great event for the town.  
13 Councilor Breslin agreed and said that having the police there, assisting people across  
14 the street was good for the market as well as reinforcing the commitment to  
15 community policing.  
16 Senior Programs – nothing to report  
17 RFTA – Councilor Stuckey said that RFTA was working with Glenwood Springs on  
18 access plan for the 8<sup>th</sup> Street Bridge. He also said that ridership had increased two  
19 percent each month for the past several months, and he felt that increase was a good  
20 indicator of the need for the park and ride in New Castle.  
21 AGNC – Councilor Breslin passed around a map for conservation of sage grouse. Most  
22 of Moffat County is proposed to be conserved which would be very bad for their  
23 economy. He said the AGNC is working on behalf of counties to protect them. AGNC  
24 created an alternative to the Federal Crop Rotation Payment program so instead of  
25 farmers allowing their fields to go fallow; they allow a grassy habitat to grow for which  
26 they receive payment. AGNC was also lobbying to designate Grand Junction as an  
27 underserved airline area.  
28 GCE – Mayor Gordon said that Garfield Clean Energy now realized that he was a  
29 proponent for coal, and had changed their ideas toward coal as a fuel source. He felt  
30 that GCE was doing very well.  
31 POSTR – Councilor Leland said there would be a POSTR Funding Proposal on the next  
32 council agenda. Larry Dragon and LoVa is working on a trail plan that would require  
33 financial partnering with Glenwood and New Castle, and the POSTR request would be  
34 for the New Castle section of the trail.

35

36 **Council Comments**

37 Councilor Metzger asked what the marketing plan was for the town website.  
38 Administrator Baker said that the committee would choose a marketing firm, and Jerry  
39 Touslee was n that committee. Unfortunately, he would not be available until August,  
40 so the committee would work on it then. A Request For Proposal would have to be  
41 done.  
42 Councilor Metzger thanked staff for helping Mike Miller with mowing in the cemetery.  
43 Administrator Baker said staff was training Mr. Miller to run the Z-trek.  
44 Councilor Metzger asked about Mike Miller Way. Administrator Baker said the council  
45 had talked about it but no final decision had been made because Mr. Miller was  
46 adamantly against it. Additionally, the trail in question was on property not owned by  
47 the town.  
48 Councilor Metzger said she felt it would be a good idea to invite the new head librarian  
49 and the new principal at Riverside Middle school at a council meeting. Administrator  
50 Baker said he would see if they were available.

1 Councilor Metzger said she had spoken to Mike Gibbis, and he said the town had the  
2 nicest staff.  
3 Councilor Metzger thought it would be nice to send a thank you to the Watts'.  
4 Councilor Metzger was curious how the Silver Club Saloon was doing. Clerk Harrison  
5 said their liquor license renewal was coming due soon and council could review how  
6 things were going then.  
7 Councilor Metzger asked when the council would discuss what could be done on the  
8 wellness campus. Councilor Leland suggested the council have a workshop once a  
9 month to be updated on the progress of the health and wellness ideas. Clerk Harrison  
10 and Administrator Baker said it would be done the first council meeting of every  
11 month.  
12 Councilor Riddile asked if a gratitude letter had been sent to the Talbotts. Clerk  
13 Harrison said she had sent the letter.  
14 Councilor Riddile said eastbound freeway entrance ramp was collecting garbage  
15 against the deer fence and asked if CDOT should be contacted. Administrator Baker  
16 said he would speak with Public Works Director John Wenzel about how to handle it.  
17 Councilor Means says presentation by Community Resource Housing Development  
18 Corporation to CHFA was very well received, and selections should be done in early  
19 August.  
20 Councilor Stuckey asked if anything could be done about the wrecked vehicles and  
21 junk gathering at the duplex units on the east end of Main Street. Administrator Baker  
22 said he would have Planner Cain look into it.  
23 Councilor Leland told the council there was a paint sample painted onto front of Livery  
24 Building that people could look at.  
25 Councilor Breslin asked if the council would be in favor of pursuing the beneficial  
26 aspects of legal access to Boiler Creek. The council agreed  
27 Councilor Breslin felt the heritage apricot tree in Ritter Plaza should be named and  
28 preserved as the oldest introduced tree in town. He asked if it could be mulched and if  
29 the dumpster could be moved. Administrator Baker said he would have staff work it.  
30 Mayor Gordon said he liked the idea of preserving the tree.  
31 Mayor Gordon told the council that it is great to have ideas, and be involved in the idea  
32 brought forth. He ask that he wanted ideas be researched.  
33 Councilor Stuckey thought a brainstorming session for the wellness campus would be a  
34 good idea. Mayor Gordon agreed.  
35 The council agreed they should have a workshop at the next meeting.

36  
37 **MOTION: Mayor Gordon made a motion to adjourn. Councilor Metzger**  
38 **seconded the motion and it passed unanimously.**

39  
40 The meeting adjourned at 9:24 p.m.

41  
42 Respectfully Submitted,

43  
44  
45  
46 \_\_\_\_\_  
47 Mayor Bob Gordon

48  
49 \_\_\_\_\_  
50 Town Clerk Melody Harrison, CMC

**TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - July 2015**

|                              |                             |
|------------------------------|-----------------------------|
| 7/2015 INVOICES PAID         | 474,070.69                  |
| VIX PARK LOAN PAYMENT        | 5,129.61                    |
| NET PAYROLL (2)              | 89,863.62                   |
| IRS EFTPS (2)                | 31,242.74                   |
| CAFE PLAN REIMBURSEMENTS     | 653.61                      |
| CREDIT CARD FEES             | <u>388.07</u>               |
| <b>7/2015 TOTAL PAYMENTS</b> | <b><u>\$ 601,348.34</u></b> |

|                               |                     |
|-------------------------------|---------------------|
| LESS CAPITAL EXPENDITURES *   | (30,396.81)         |
| LESS CHARGE-BACKS **          | (898.50)            |
| LOAN PAYMENTS/DEPOSIT REFUNDS | <u>(317,369.78)</u> |

7/2015 OPERATING EXPENSES : 252,683.25

**\* CAPITAL:**

|                   |                  |
|-------------------|------------------|
| GMCO              | 6,850.00         |
| Johnson Const.    | 11,047.46        |
| Micro Plastics    | 142.80           |
| Patrick W Stuckey | 786.90           |
| SGM               | 9,971.25         |
| Sun Pro           | <u>1,598.40</u>  |
| Total             | <u>30,396.81</u> |

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

|                  |               |
|------------------|---------------|
| GARFIELD & HECHT | <u>898.50</u> |
| TOTAL            | <u>898.50</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 |
|---------------|-----------------------------|----------------|-----------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
| 166           | Action Shop                 | S185554        | chain loops-pks             | 06/08/2015   | 39.98          | .00             | 39.98        | 43875        | 07/28/2015       |
| Total 166:    |                             |                |                             |              | 39.98          | .00             | 39.98        |              |                  |
| 221           | AFLAC                       | 968981         | cafe plan ins-bldg/planning | 07/12/2015   | 63.73          | .00             | 63.73        | 43876        | 07/28/2015       |
|               |                             | 968981         | cafe plan ins-admin         | 07/12/2015   | 117.77         | .00             | 117.77       | 43876        | 07/28/2015       |
|               |                             | 968981         | cafe plan ins-ps            | 07/12/2015   | 236.84         | .00             | 236.84       | 43876        | 07/28/2015       |
|               |                             | 968981         | cafe plan ins-rec           | 07/12/2015   | 20.49          | .00             | 20.49        | 43876        | 07/28/2015       |
|               |                             | 968981         | cafe plan ins-pks           | 07/12/2015   | 7.09           | .00             | 7.09         | 43876        | 07/28/2015       |
|               |                             | 968981         | cafe plan ins-sts           | 07/12/2015   | 65.29          | .00             | 65.29        | 43876        | 07/28/2015       |
|               |                             | 968981         | cafe plan ins-water         | 07/12/2015   | 176.66         | .00             | 176.66       | 43876        | 07/28/2015       |
|               |                             | 968981         | cafe plan ins-w/water       | 07/12/2015   | 104.34         | .00             | 104.34       | 43876        | 07/28/2015       |
| Total 221:    |                             |                |                             |              | 792.21         | .00             | 792.21       |              |                  |
| 356           | All State Communications, I | 32555          | remove equip 2009 dodge- ps | 06/17/2015   | 665.00         | .00             | 665.00       | 43877        | 07/28/2015       |
|               |                             | 32564          | 08 f150 light bar repair-ps | 07/06/2015   | 206.25         | .00             | 206.25       | 43877        | 07/28/2015       |
| Total 356:    |                             |                |                             |              | 871.25         | .00             | 871.25       |              |                  |
| 468           | Alvarado, Liliana           | 06102015       | cc rental refund-cc         | 07/07/2015   | 354.00         | .00             | 354.00       | 43825        | 07/09/2015       |
| Total 468:    |                             |                |                             |              | 354.00         | .00             | 354.00       |              |                  |
| 536           | American Linen              | LGRA163758     | mat,mops cleaned-c.c.       | 06/11/2015   | 54.86          | .00             | 54.86        | 43826        | 07/09/2015       |
|               |                             | LGRA164362     | mat,mops cleaned-c.c.       | 06/25/2015   | 54.86          | .00             | 54.86        | 43826        | 07/09/2015       |
|               |                             | LGRA164957     | mat,mops cleaned-c.c.       | 07/09/2015   | 54.86          | .00             | 54.86        | 43878        | 07/28/2015       |
|               |                             | LGRA165561     | mat,mops cleaned-c.c.       | 07/23/2015   | 54.86          | .00             | 54.86        | 43878        | 07/28/2015       |
| Total 536:    |                             |                |                             |              | 219.44         | .00             | 219.44       |              |                  |
| 686           | APWA                        | 03042015       | training-becker-water       | 07/27/2015   | 600.00         | .00             | 600.00       | 43879        | 07/28/2015       |
| Total 686:    |                             |                |                             |              | 600.00         | .00             | 600.00       |              |                  |
| 801           | Artillum, LLC               | 07142015       | dance class %- rec          | 07/14/2015   | 648.00         | .00             | 648.00       | 43880        | 07/28/2015       |
| Total 801:    |                             |                |                             |              | 648.00         | .00             | 648.00       |              |                  |
| 1001          | Baker, Thomas M.            | 7/2015         | 7/15 cell phone reimb-wate  | 07/01/2015   | 52.08          | .00             | 52.08        | 43827        | 07/09/2015       |
| Total 1001:   |                             |                |                             |              | 52.08          | .00             | 52.08        |              |                  |
| 1311          | Blaine Ward Towing          | 111482         | abandon vehicle-ps          | 06/27/2015   | 220.00         | .00             | 220.00       | 43828        | 07/09/2015       |
|               |                             | 111534         | vehicle tow-ps              | 07/06/2015   | 307.50         | .00             | 307.50       | 43881        | 07/28/2015       |
|               |                             | 111536         | vehicle tow-ps              | 07/10/2015   | 215.50         | .00             | 215.50       | 43881        | 07/28/2015       |
|               |                             | 111545         | abandon vehicle-ps          | 06/29/2015   | 220.00         | .00             | 220.00       | 43828        | 07/09/2015       |
| Total 1311:   |                             |                |                             |              | 963.00         | .00             | 963.00       |              |                  |
| 1393          | Bob Adams Trucking          | 0356           | vehicle tow-ps              | 07/15/2015   | 125.00         | .00             | 125.00       | 43882        | 07/28/2015       |
|               |                             | 0391           | impound tow-ps              | 07/21/2015   | 150.00         | .00             | 150.00       | 43882        | 07/28/2015       |

| Vendor Number | Name                        | Invoice Number | Description                | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|----------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
| Total 1393:   |                             |                |                            |              | 275.00         | .00             | 275.00       |              |                  |
| 1911          | Cain, Timothy               | 063015         | mileage reimb-b&p          | 06/30/2015   | 110.88         | .00             | 110.88       | 43829        | 07/09/2015       |
|               |                             | 072115         | mileage-b&p                | 07/21/2015   | 15.68          | .00             | 15.68        | 43883        | 07/28/2015       |
|               |                             | 072415         | housing colo conf mileage- | 07/24/2015   | 103.04         | .00             | 103.04       | 43883        | 07/28/2015       |
| Total 1911:   |                             |                |                            |              | 229.60         | .00             | 229.60       |              |                  |
| 2073          | Cassidy, Lynne              | 07012015       | art class %-rec            | 07/01/2015   | 180.00         | .00             | 180.00       | 43830        | 07/09/2015       |
|               |                             | 07142015       | art class %-rec            | 07/14/2015   | 72.00          | .00             | 72.00        | 43884        | 07/28/2015       |
| Total 2073:   |                             |                |                            |              | 252.00         | .00             | 252.00       |              |                  |
| 2161          | CenturyLink                 | 9709840486     | 6/15 pwf faxline           | 06/19/2015   | 14.59          | .00             | 14.59        | 43815        | 07/01/2015       |
|               |                             | 9709840486     | 6/15 pwf faxline           | 06/19/2015   | 14.59          | .00             | 14.59        | 43815        | 07/01/2015       |
|               |                             | 9709840486     | 6/15 pwf faxline           | 06/19/2015   | 14.59          | .00             | 14.59        | 43815        | 07/01/2015       |
|               |                             | 9709840486     | 6/15 pwf faxline           | 06/19/2015   | 14.58          | .00             | 14.58        | 43815        | 07/01/2015       |
|               |                             | 9709840558     | 6/15 phone wtp             | 06/19/2015   | 116.79         | .00             | 116.79       | 43815        | 07/01/2015       |
|               |                             | 9709840812     | 6/15 phone pwf             | 06/19/2015   | 55.22          | .00             | 55.22        | 43815        | 07/01/2015       |
|               |                             | 9709840812     | 6/15 phone pwf             | 06/19/2015   | 55.21          | .00             | 55.21        | 43815        | 07/01/2015       |
|               |                             | 9709840812     | 6/15 phone pwf             | 06/19/2015   | 55.22          | .00             | 55.22        | 43815        | 07/01/2015       |
|               |                             | 9709840812     | 6/15 phone pwf             | 06/19/2015   | 55.22          | .00             | 55.22        | 43815        | 07/01/2015       |
|               |                             | 9709842302     | 6/15 phone-ps              | 06/19/2015   | 133.34         | .00             | 133.34       | 43815        | 07/01/2015       |
|               |                             | 9709842311     | 6/15 phone-admin           | 06/19/2015   | 317.65         | .00             | 317.65       | 43815        | 07/01/2015       |
|               |                             | 9709843352     | 6/15 phone-rec             | 06/19/2015   | 143.12         | .00             | 143.12       | 43815        | 07/01/2015       |
|               |                             | 9709843855     | 6/15 phone-shop            | 06/19/2015   | 131.15         | .00             | 131.15       | 43815        | 07/01/2015       |
| Total 2161:   |                             |                |                            |              | 1,121.27       | .00             | 1,121.27     |              |                  |
| 2491          | Co. Dept. of Public Health/ | 900025005      | drink water permit-water   | 07/01/2015   | 865.00         | .00             | 865.00       | 43885        | 07/28/2015       |
| Total 2491:   |                             |                |                            |              | 865.00         | .00             | 865.00       |              |                  |
| 2516          | Co. Soccer Association      | 06302015       | fall soccer fees-rec       | 07/01/2015   | 670.00         | .00             | 670.00       | 43831        | 07/09/2015       |
| Total 2516:   |                             |                |                            |              | 670.00         | .00             | 670.00       |              |                  |
| 2701          | Colo. Dept. of Transportati | NC11496-7/1    | restitution nc11496-court  | 07/01/2015   | 200.00         | .00             | 200.00       | 43832        | 07/09/2015       |
| Total 2701:   |                             |                |                            |              | 200.00         | .00             | 200.00       |              |                  |
| 2761          | Colorado Department of R    | 6/2015         | 6/15 employee w/h          | 06/30/2015   | 4,160.00       | .00             | 4,160.00     | 7032015      | 07/03/2015       |
| Total 2761:   |                             |                |                            |              | 4,160.00       | .00             | 4,160.00     |              |                  |
| 2801          | Colo. Munc. Clerks Assn.    | 07132015       | training election-admin    | 07/14/2015   | 100.00         | .00             | 100.00       | 43867        | 07/15/2015       |
| Total 2801:   |                             |                |                            |              | 100.00         | .00             | 100.00       |              |                  |
| 2851          | Colorado State Treasurer    | 132054.00-7    | 2nd qtr unemployment       | 06/30/2015   | 1,421.32       | .00             | 1,421.32     | 43887        | 07/28/2015       |
|               |                             | 6/30/2015      | 2nd qtr trama fines        | 06/30/2015   | 206.00         | .00             | 206.00       | 43886        | 07/28/2015       |
| Total 2851:   |                             |                |                            |              | 1,627.32       | .00             | 1,627.32     |              |                  |
| 2891          | Coller, Greg                | 07022015       | overpmt refund-water       | 07/02/2015   | 44.69          | .00             | 44.69        | 43833        | 07/09/2015       |
|               |                             | 07022015       | overpmt refund-w/w         | 07/02/2015   | 44.68          | .00             | 44.68        | 43833        | 07/09/2015       |

| Vendor Number | Name                         | Invoice Number | Description                 | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|------------------------------|----------------|-----------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
| Total 2891:   |                              |                |                             |              | 89.37          | .00             | 89.37        |              |                  |
| 2911          | Comcast                      | 5055403267     | 3 mo t/h internet-admin     | 07/03/2015   | 428.55         | .00             | 428.55       | 43888        | 07/28/2015       |
| Total 2911:   |                              |                |                             |              | 428.55         | .00             | 428.55       |              |                  |
| 2968          | Confluence Architecture      | 063015         | plan reviews-b&p            | 06/30/2015   | 450.00         | .00             | 450.00       | 43834        | 07/09/2015       |
| Total 2968:   |                              |                |                             |              | 450.00         | .00             | 450.00       |              |                  |
| 2986          | Conoco Fleet                 | 41413257       | 6/15 fee-admin              | 06/30/2015   | 3.00           | .00             | 3.00         | 43889        | 07/28/2015       |
|               |                              | 41413257       | 6/15 car wash-admin         | 06/30/2015   | 8.50           | .00             | 8.50         | 43889        | 07/28/2015       |
|               |                              | 41413257       | 6/15 fuel-admin             | 06/30/2015   | 113.45         | .00             | 113.45       | 43889        | 07/28/2015       |
|               |                              | 41413257       | 6/15 fuel-ps                | 06/30/2015   | 1,519.09       | .00             | 1,519.09     | 43889        | 07/28/2015       |
|               |                              | 41413257       | 6/15 fuel-rec               | 06/30/2015   | 51.10          | .00             | 51.10        | 43889        | 07/28/2015       |
|               |                              | 41413257       | 6/15 fuel-pks               | 06/30/2015   | 759.45         | .00             | 759.45       | 43889        | 07/28/2015       |
|               |                              | 41413257       | 6/15 fuel-sts               | 06/30/2015   | 377.12         | .00             | 377.12       | 43889        | 07/28/2015       |
|               |                              | 41413257       | 6/15 fuel-water             | 06/30/2015   | 359.10         | .00             | 359.10       | 43889        | 07/28/2015       |
|               |                              | 41413257       | 6/15 fuel-w/water           | 06/30/2015   | 269.01         | .00             | 269.01       | 43889        | 07/28/2015       |
| Total 2986:   |                              |                |                             |              | 3,459.82       | .00             | 3,459.82     |              |                  |
| 3011          | Consolidated Electrical Dist | 4983-568042    | light bulbs-t/h             | 08/22/2015   | 22.30          | .00             | 22.30        | 43835        | 07/09/2015       |
| Total 3011:   |                              |                |                             |              | 22.30          | .00             | 22.30        |              |                  |
| 3146          | Covenant Towing & Transp     | 09777          | vehicle tow-ps              | 07/05/2015   | 255.00         | .00             | 255.00       | 43890        | 07/28/2015       |
|               |                              | 09778          | vehicle tow-ps              | 07/05/2015   | 200.00         | .00             | 200.00       | 43890        | 07/28/2015       |
| Total 3146:   |                              |                |                             |              | 455.00         | .00             | 455.00       |              |                  |
| 3163          | CPS Distributors, Inc        | 2140500-00     | irrigation parts-pks        | 07/21/2015   | 602.27         | .00             | 602.27       | 43891        | 07/28/2015       |
| Total 3163:   |                              |                |                             |              | 602.27         | .00             | 602.27       |              |                  |
| 3196          | Credit Union of Colorado     | 110814046 6    | pickleball storage box -rec | 06/18/2015   | 304.11         | .00             | 304.11       | 43819        | 07/01/2015       |
|               |                              | 110814046 6    | 2 catchers masks-rec        | 06/18/2015   | 45.58          | .00             | 45.58        | 43819        | 07/01/2015       |
|               |                              | 110814046 6    | baseballs-rec               | 06/18/2015   | 79.98          | .00             | 79.98        | 43819        | 07/01/2015       |
|               |                              | 110814046 6    | baseball shirts-rec         | 06/18/2015   | 191.24         | .00             | 191.24       | 43819        | 07/01/2015       |
|               |                              | 110814046 6    | baseball batting tees-rec   | 06/18/2015   | 43.98          | .00             | 43.98        | 43819        | 07/01/2015       |
|               |                              | 110814046 6    | softballs-rec               | 06/18/2015   | 51.99          | .00             | 51.99        | 43819        | 07/01/2015       |
|               |                              | 110814046 6    | pickleball net-rec          | 06/18/2015   | 160.00         | .00             | 160.00       | 43819        | 07/01/2015       |
|               |                              | 110814046 6    | soccer equip-rec            | 06/18/2015   | 68.82          | .00             | 68.82        | 43819        | 07/01/2015       |
|               |                              | 110814046 6    | storage locks-rec           | 06/18/2015   | 34.99          | .00             | 34.99        | 43819        | 07/01/2015       |
|               |                              | 1108140-60     | luncheon-admin              | 06/18/2015   | 127.00         | .00             | 127.00       | 43819        | 07/01/2015       |
|               |                              | 1108140-60     | perce funeral flowers -adm  | 06/18/2015   | 51.94          | .00             | 51.94        | 43819        | 07/01/2015       |
|               |                              | 1108140-60     | clerks school mindy-admin   | 06/18/2015   | 1,100.00       | .00             | 1,100.00     | 43819        | 07/01/2015       |
|               |                              | 1108140-62     | catchers masks-rec          | 06/18/2015   | 89.16          | .00             | 89.16        | 43819        | 07/01/2015       |
|               |                              | 1108140-64     | engine svc-2010 charger-p,s | 06/18/2015   | 39.21          | .00             | 39.21        | 43819        | 07/01/2015       |
|               |                              | 1108140-66     | cards-admin                 | 06/18/2015   | 11.35          | .00             | 11.35        | 43819        | 07/01/2015       |
|               |                              | 1108140-66     | paper goods - admin         | 06/18/2015   | 3.41           | .00             | 3.41         | 43819        | 07/01/2015       |
|               |                              | 1108140-66     | coffee pot-special events   | 06/18/2015   | 31.18          | .00             | 31.18        | 43819        | 07/01/2015       |
|               |                              | 1108140-66     | supplies,cards-admin        | 06/18/2015   | 24.46          | .00             | 24.46        | 43819        | 07/01/2015       |
|               |                              | 1108140-66     | supplies-admin              | 06/18/2015   | 2.29           | .00             | 2.29         | 43819        | 07/01/2015       |
|               |                              | 1108140-66     | council water-admin         | 06/18/2015   | 4.49           | .00             | 4.49         | 43819        | 07/01/2015       |
|               |                              | 1108140-66     | conference- nichols-admin   | 06/18/2015   | 75.00          | .00             | 75.00        | 43819        | 07/01/2015       |

| Vendor Number | Name | Invoice Number | Description                  | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|------|----------------|------------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
|               |      | 1108140-66     | dinner-council/bocc          | 06/18/2015   | 220.00         | .00             | 220.00       | 43819        | 07/01/2015       |
|               |      | 1108140-66     | meal-admin                   | 06/18/2015   | 43.00          | .00             | 43.00        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | dinner-council/bocc          | 06/18/2015   | 31.55          | .00             | 31.55        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | sr advisory breakfast-admin  | 06/18/2015   | 60.05          | .00             | 60.05        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | cabaret supplies-eco dev     | 06/18/2015   | 57.12          | .00             | 57.12        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | flowers-vnc picnic           | 06/18/2015   | 40.00          | .00             | 40.00        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | supplies for vnc picnic      | 06/18/2015   | 28.00          | .00             | 28.00        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | cabaret tableclothes-eco dev | 06/18/2015   | 82.69          | .00             | 82.69        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | cabaret deco-eco dev         | 06/18/2015   | 15.49          | .00             | 15.49        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | trail crew food-eco dev      | 06/18/2015   | 28.23          | .00             | 28.23        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | trail crew food-eco dev      | 06/18/2015   | 11.97          | .00             | 11.97        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | trail crew food-eco dev      | 06/18/2015   | 5.18           | .00             | 5.18         | 43819        | 07/01/2015       |
|               |      | 1108140-66     | trail crew food-eco dev      | 06/18/2015   | 27.53          | .00             | 27.53        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | trail crew food-eco dev      | 06/18/2015   | 24.55          | .00             | 24.55        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | trail crew food-eco dev      | 06/18/2015   | 29.01          | .00             | 29.01        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | trail crew food-eco dev      | 06/18/2015   | 29.94          | .00             | 29.94        | 43819        | 07/01/2015       |
|               |      | 1108140-66     | cards-ps                     | 06/18/2015   | 2.95           | .00             | 2.95         | 43819        | 07/01/2015       |
|               |      | 1108140-66     | supplies-admin               | 06/18/2015   | 1.00           | .00             | 1.00         | 43819        | 07/01/2015       |
|               |      | 1108140-66     | cards-water                  | 06/18/2015   | 2.95           | .00             | 2.95         | 43819        | 07/01/2015       |
|               |      | 1108140-67     | office supplies-admin        | 06/18/2015   | 49.06          | .00             | 49.06        | 43819        | 07/01/2015       |
|               |      | 1108140-69     | glock magazines-ps           | 06/18/2015   | 169.91         | .00             | 169.91       | 43819        | 07/01/2015       |
|               |      | 1113970-01     | lab supplies-wtp             | 06/18/2015   | 17.94          | .00             | 17.94        | 43819        | 07/01/2015       |
|               |      | 1113970-01     | lab supplies-wwtp            | 06/18/2015   | 69.92          | .00             | 69.92        | 43819        | 07/01/2015       |
|               |      | 1113970-63     | accting society dues-admin   | 06/18/2015   | 99.00          | .00             | 99.00        | 43819        | 07/01/2015       |
|               |      | 1113970-63     | accting society dues-admin   | 06/18/2015   | 50.00          | .00             | 50.00        | 43819        | 07/01/2015       |
|               |      | 1113970-63     | accting society dues-admin   | 06/18/2015   | 50.00          | .00             | 50.00        | 43819        | 07/01/2015       |
|               |      | 1113970-65     | training meals-ps            | 06/18/2015   | 22.86          | .00             | 22.86        | 43819        | 07/01/2015       |
|               |      | 1113970-65     | training meals-ps            | 06/18/2015   | 49.99          | .00             | 49.99        | 43819        | 07/01/2015       |
|               |      | 1113970-65     | training meals-ps            | 06/18/2015   | 18.99          | .00             | 18.99        | 43819        | 07/01/2015       |
|               |      | 1113970-65     | training meals-ps            | 06/18/2015   | 40.20          | .00             | 40.20        | 43819        | 07/01/2015       |
|               |      | 1113970-65     | training meals-ps            | 06/18/2015   | 23.96          | .00             | 23.96        | 43819        | 07/01/2015       |
|               |      | 1113970-65     | training meals-ps            | 06/18/2015   | 40.32          | .00             | 40.32        | 43819        | 07/01/2015       |
|               |      | 1113970-65     | training meals-ps            | 06/18/2015   | 10.53          | .00             | 10.53        | 43819        | 07/01/2015       |
|               |      | 1113970-65     | training meals-ps            | 06/18/2015   | 26.10          | .00             | 26.10        | 43819        | 07/01/2015       |
|               |      | 1113970-65     | training meals-ps            | 06/18/2015   | 31.99          | .00             | 31.99        | 43819        | 07/01/2015       |
|               |      | 1252180-35     | drip line-pks irrig          | 06/18/2015   | 112.15         | .00             | 112.15       | 43819        | 07/01/2015       |
|               |      | 1252180-60     | meals-admin                  | 06/18/2015   | 24.86          | .00             | 24.86        | 43819        | 07/01/2015       |
|               |      | 1252180-60     | agenda meeting-admin         | 06/18/2015   | 46.12          | .00             | 46.12        | 43819        | 07/01/2015       |
|               |      | 1252180-60     | lunch-admin                  | 06/18/2015   | 45.34          | .00             | 45.34        | 43819        | 07/01/2015       |
|               |      | 1252180-61     | postage-ps                   | 06/18/2015   | 6.74           | .00             | 6.74         | 43819        | 07/01/2015       |
|               |      | 1252180-61     | file 2 liens-water           | 06/18/2015   | 43.13          | .00             | 43.13        | 43819        | 07/01/2015       |
|               |      | 1252180-64     | postage-water                | 06/18/2015   | 131.68         | .00             | 131.68       | 43819        | 07/01/2015       |
|               |      | 1252180-64     | postage-water                | 06/18/2015   | 23.00          | .00             | 23.00        | 43819        | 07/01/2015       |
|               |      | 1252180-66     | postage-ps                   | 06/18/2015   | 6.74           | .00             | 6.74         | 43819        | 07/01/2015       |
|               |      | 1252180-66     | postage-court                | 06/18/2015   | 19.96          | .00             | 19.96        | 43819        | 07/01/2015       |
|               |      | 1252180-66     | postage-court                | 06/18/2015   | 6.74           | .00             | 6.74         | 43819        | 07/01/2015       |
|               |      | 1252180-68     | pens,folders,tape-ps         | 06/18/2015   | 56.52          | .00             | 56.52        | 43819        | 07/01/2015       |
|               |      | 1252180-68     | vehicle filters-ps           | 06/18/2015   | 44.29          | .00             | 44.29        | 43819        | 07/01/2015       |
|               |      | 1252180-68     | bikes -bike rodeo            | 06/18/2015   | 457.84         | .00             | 457.84       | 43819        | 07/01/2015       |
|               |      | 1768450-01     | training meals-ps            | 06/18/2015   | 19.10          | .00             | 19.10        | 43819        | 07/01/2015       |
|               |      | 1768450-01     | training meal-ps             | 06/18/2015   | 13.07          | .00             | 13.07        | 43819        | 07/01/2015       |
|               |      | 1768450-01     | training motel-ps            | 06/18/2015   | 445.00         | .00             | 445.00       | 43819        | 07/01/2015       |
|               |      | 1768450-01     | tire rotation 08 f150-ps     | 06/18/2015   | 42.00          | .00             | 42.00        | 43819        | 07/01/2015       |
|               |      | 1768450-01     | firearms maintenance-ps      | 06/18/2015   | 101.00         | .00             | 101.00       | 43819        | 07/01/2015       |
|               |      | 1768450-05     | postage-w/water              | 06/18/2015   | 20.19          | .00             | 20.19        | 43819        | 07/01/2015       |
|               |      | 1768450-05     | hose parts -wwtp             | 06/18/2015   | 43.97          | .00             | 43.97        | 43819        | 07/01/2015       |
|               |      | 1768450-07     | sprayer parts-pks            | 06/18/2015   | 25.87          | .00             | 25.87        | 43819        | 07/01/2015       |

| Vendor Number | Name                       | Invoice Number | Description                  | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|------------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
|               |                            | 1792660-01     | agenda meeting-admin         | 06/18/2015   | 39.93          | .00             | 39.93        | 43819        | 07/01/2015       |
|               |                            | 1792660-01     | eco dev lunch-admin          | 06/18/2015   | 57.96          | .00             | 57.96        | 43819        | 07/01/2015       |
|               |                            | 1792660-01     | davis house paint-admin      | 06/18/2015   | 86.54          | .00             | 86.54        | 43819        | 07/01/2015       |
|               |                            | 1792660-01     | com.garden plants            | 06/18/2015   | 28.27          | .00             | 28.27        | 43819        | 07/01/2015       |
|               |                            | Total 3196:    |                              |              | 6,000.17       | .00             | 6,000.17     |              |                  |
| 3391          | Dana Kepner Company, In    | 1408985-00     | new meter reader-water       | 06/24/2015   | 7,215.00       | .00             | 7,215.00     | 43836        | 07/09/2015       |
|               |                            | 1410277-00     | new meter reader-water       | 06/26/2015   | 5,000.00       | .00             | 5,000.00     | 43836        | 07/09/2015       |
|               |                            | Total 3391:    |                              |              | 12,215.00      | .00             | 12,215.00    |              |                  |
| 3706          | Dodson Engineered Produ    | 189979         | circuit boards-pks irrig.    | 06/04/2015   | 417.40         | .00             | 417.40       | 43837        | 07/09/2015       |
|               |                            | 191221         | polly pipe-pks irrig.        | 06/26/2015   | 65.00          | .00             | 65.00        | 43837        | 07/09/2015       |
|               |                            | Total 3706:    |                              |              | 482.40         | .00             | 482.40       |              |                  |
| 3751          | Double RR and D            | 386686         | radar slgn battery-sts       | 06/22/2015   | 189.50         | .00             | 189.50       | 43838        | 07/09/2015       |
|               |                            | Total 3751:    |                              |              | 189.50         | .00             | 189.50       |              |                  |
| 3814          | Dragon, Larry              | 062915         | employee support-admin       | 06/29/2015   | 540.00         | .00             | 540.00       | 43839        | 07/09/2015       |
|               |                            | Total 3814:    |                              |              | 540.00         | .00             | 540.00       |              |                  |
| 4226          | Executech Utah, Inc        | 25114          | 7/15 it svcs-b&p             | 07/15/2015   | 222.00         | .00             | 222.00       | 43892        | 07/28/2015       |
|               |                            | 25114          | 7/15 it svcs-admin           | 07/15/2015   | 251.45         | .00             | 251.45       | 43892        | 07/28/2015       |
|               |                            | 25114          | computer-ps                  | 07/15/2015   | 949.99         | .00             | 949.99       | 43892        | 07/28/2015       |
|               |                            | 25114          | 7/15 it svcs-ps              | 07/15/2015   | 222.00         | .00             | 222.00       | 43892        | 07/28/2015       |
|               |                            | 25114          | 7/15 it svcs-rec             | 07/15/2015   | 226.00         | .00             | 226.00       | 43892        | 07/28/2015       |
|               |                            | 25114          | 7/15 it svcs-pks             | 07/15/2015   | 222.00         | .00             | 222.00       | 43892        | 07/28/2015       |
|               |                            | 25114          | 7/15 it svcs-sts             | 07/15/2015   | 222.00         | .00             | 222.00       | 43892        | 07/28/2015       |
|               |                            | 25114          | 7/15 it svcs-water           | 07/15/2015   | 518.85         | .00             | 518.85       | 43892        | 07/28/2015       |
|               |                            | 25114          | 7/15 it svcs-w/water         | 07/15/2015   | 518.84         | .00             | 518.84       | 43892        | 07/28/2015       |
|               |                            | Total 4226:    |                              |              | 3,353.13       | .00             | 3,353.13     |              |                  |
| 4371          | First Investors Corp.      | 7102015        | 7/10 pr retirement           | 07/10/2015   | 25.00          | .00             | 25.00        | 7132015      | 07/10/2015       |
|               |                            | 72415          | 7/24 pr retirement           | 07/24/2015   | 25.00          | .00             | 25.00        | 7292015      | 07/29/2015       |
|               |                            | Total 4371:    |                              |              | 50.00          | .00             | 50.00        |              |                  |
| 4396          | Flag Resources Inc.        | 29018          | road base-sts                | 06/30/2015   | 427.80         | .00             | 427.80       | 43893        | 07/28/2015       |
|               |                            | Total 4396:    |                              |              | 427.80         | .00             | 427.80       |              |                  |
| 4586          | Freedom Mailing Service, I | 27031          | 6/15 utility billing-water   | 07/06/2015   | 350.71         | .00             | 350.71       | 43894        | 07/28/2015       |
|               |                            | 27031          | 6/15 utility billing-w/water | 07/06/2015   | 350.71         | .00             | 350.71       | 43894        | 07/28/2015       |
|               |                            | Total 4586:    |                              |              | 701.42         | .00             | 701.42       |              |                  |
| 4686          | Galls, An Aramark Co.      | 002964355      | credit on uniform pin-ps     | 01/10/2015   | 17.94          | .00             | 17.94        | 43895        | 07/28/2015       |
|               |                            | 003728583      | uniform shirt, pants-ps      | 06/30/2015   | 74.63          | .00             | 74.63        | 43895        | 07/28/2015       |
|               |                            | 003736983      | nameplate,patches-ps         | 07/02/2015   | 39.82          | .00             | 39.82        | 43895        | 07/28/2015       |
|               |                            | 003746406      | uniform shirt-ps             | 07/06/2015   | 43.35          | .00             | 43.35        | 43895        | 07/28/2015       |

| Vendor Number | Name                        | Invoice Number | Description                  | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|------------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
| Total 4686:   |                             |                |                              |              | 139.86         | .00             | 139.86       |              |                  |
| 4761          | Garfield & Hecht, P.C.      | 5009M(6/15)    | 6/15 legal-stanley           | 06/30/2015   | 258.00         | .00             | 258.00       | 43896        | 07/28/2015       |
|               |                             | 5009M(6/15)    | 6/15 legal-rv park           | 06/30/2015   | 438.00         | .00             | 438.00       | 43896        | 07/28/2015       |
|               |                             | 5009M(6/15)    | 6/15 legal-warrior           | 06/30/2015   | 202.50         | .00             | 202.50       | 43896        | 07/28/2015       |
|               |                             | 5009M(6/15)    | 6/15 legal-planning          | 06/30/2015   | 203.50         | .00             | 203.50       | 43896        | 07/28/2015       |
|               |                             | 5009M(6/15)    | 6/15 legal-admin             | 06/30/2015   | 4,129.93       | .00             | 4,129.93     | 43896        | 07/28/2015       |
|               |                             | 5009M(6/15)    | 6/15 legal-ps                | 06/30/2015   | 397.41         | .00             | 397.41       | 43896        | 07/28/2015       |
| Total 4761:   |                             |                |                              |              | 5,629.34       | .00             | 5,629.34     |              |                  |
| 5051          | Glenwood Springs, City of   | 02-435940      | clean-up day dump fee-trash  | 06/02/2015   | 116.28         | .00             | 116.28       | 43840        | 07/09/2015       |
|               |                             | 437347         | landfill fees-pks            | 06/18/2015   | 62.68          | .00             | 62.68        | 43840        | 07/09/2015       |
| Total 5051:   |                             |                |                              |              | 178.96         | .00             | 178.96       |              |                  |
| 5053          | Glenwood Towing LLC         | 33629          | vehicle tow-ps               | 07/05/2015   | 185.00         | .00             | 185.00       | 43897        | 07/28/2015       |
| Total 5053:   |                             |                |                              |              | 185.00         | .00             | 185.00       |              |                  |
| 5081          | GMCO LLC of Colorado        | 2628           | chip seal pd parking-ps      | 06/18/2015   | 6,850.00       | .00             | 6,850.00     | 43898        | 07/28/2015       |
| Total 5081:   |                             |                |                              |              | 6,850.00       | .00             | 6,850.00     |              |                  |
| 5236          | Grand Junction Pipe & Sup   | 3280967        | fuses-pks irrig.             | 06/25/2015   | 5.70           | .00             | 5.70         | 43841        | 07/09/2015       |
|               |                             | 3281510        | fire hyd m&o-water           | 06/26/2015   | 1,019.54       | .00             | 1,019.54     | 43841        | 07/09/2015       |
|               |                             | 3282830        | irrigation parts-pks         | 06/30/2015   | 71.81          | .00             | 71.81        | 43841        | 07/09/2015       |
| Total 5236:   |                             |                |                              |              | 1,097.05       | .00             | 1,097.05     |              |                  |
| 5248          | Grand River Hospital Distri | 06292015       | pre-hire screening-ps        | 07/05/2015   | 163.00         | .00             | 163.00       | 43899        | 07/28/2015       |
| Total 5248:   |                             |                |                              |              | 163.00         | .00             | 163.00       |              |                  |
| 5296          | Great-West Retirement Sv    | 07102015       | 7/10 pr retirement           | 07/10/2015   | 5,055.74       | .00             | 5,055.74     | 7102015      | 07/10/2015       |
|               |                             | 07102015       | 7/10 pr retirement           | 07/10/2015   | 922.70         | .00             | 922.70       | 7102015      | 07/10/2015       |
|               |                             | 72415          | 7/24 pr retirement           | 07/24/2015   | 5,118.84       | .00             | 5,118.84     | 7282015      | 07/28/2015       |
|               |                             | 72415          | 7/24 pr retirement           | 07/24/2015   | 924.05         | .00             | 924.05       | 7282015      | 07/28/2015       |
| Total 5296:   |                             |                |                              |              | 12,021.33      | .00             | 12,021.33    |              |                  |
| 5378          | Guccini, Debra              | 07192015       | training mileage-admin       | 07/19/2015   | 147.84         | .00             | 147.84       | 43900        | 07/28/2015       |
|               |                             | 07192015       | training meal-admin          | 07/19/2015   | 10.90          | .00             | 10.90        | 43900        | 07/28/2015       |
| Total 5378:   |                             |                |                              |              | 158.74         | .00             | 158.74       |              |                  |
| 5621          | Haywood, Robert G           | 062615         | gravel trucking-water distr. | 06/26/2015   | 212.50         | .00             | 212.50       | 43842        | 07/09/2015       |
| Total 5621:   |                             |                |                              |              | 212.50         | .00             | 212.50       |              |                  |
| 6001          | Hy-Way Feed & Ranch Su      | 619263         | herbicide-pks                | 06/26/2015   | 105.00         | .00             | 105.00       | 43843        | 07/09/2015       |
|               |                             | 620713         | pesticide-pks                | 06/23/2015   | 201.87         | .00             | 201.87       | 43843        | 07/09/2015       |
| Total 6001:   |                             |                |                              |              | 306.87         | .00             | 306.87       |              |                  |
| 6051          | Impressions of Aspen Inc.   | 21733          | post-it notes,audio tape-ad  | 06/15/2015   | 48.10          | .00             | 48.10        | 43844        | 07/09/2015       |

| Vendor Number | Name                       | Invoice Number | Description                   | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|-------------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
|               |                            | 21742          | pens-admin                    | 06/17/2015   | 8.00           | .00             | 8.00         | 43844        | 07/09/2015       |
|               |                            | 21742          | 2-toner cart-ps               | 06/17/2015   | 83.98          | .00             | 83.98        | 43844        | 07/09/2015       |
|               |                            | 4333CM         | credit return-admin           | 06/24/2015   | 13.50-         | .00             | 13.50-       | 43844        | 07/09/2015       |
|               |                            | Total 6051:    |                               |              | 126.58         | .00             | 126.58       |              |                  |
| 6106          | Innermountain Dist. Co.    | 475254         | trash bags-parks              | 07/24/2015   | 110.06         | .00             | 110.06       | 43901        | 07/28/2015       |
|               |                            | 475591         | trash bags-parks              | 06/15/2015   | 110.06         | .00             | 110.06       | 43845        | 07/09/2015       |
|               |                            | 475933         | lemonade project-farmers      | 07/14/2015   | 15.10          | .00             | 15.10        | 43901        | 07/28/2015       |
|               |                            | Total 6106:    |                               |              | 235.22         | .00             | 235.22       |              |                  |
| 6386          | Johnson Construction, Inc. | 209841         | talbott trail const.-trails   | 06/30/2015   | 3,250.00       | .00             | 3,250.00     | 43846        | 07/09/2015       |
|               |                            | RETAINAGE      | talbot trail constr retainage | 07/01/2015   | 7,797.46       | .00             | 7,797.46     | 43902        | 07/28/2015       |
|               |                            | Total 6386:    |                               |              | 11,047.46      | .00             | 11,047.46    |              |                  |
| 6476          | Karp, Neu, Hanlon, P.C.    | 22383          | 6/15 legal-water              | 06/30/2015   | 1,114.94       | .00             | 1,114.94     | 43903        | 07/28/2015       |
|               |                            | 22384          | review liquor code-admin      | 06/30/2015   | 117.54         | .00             | 117.54       | 43903        | 07/28/2015       |
|               |                            | Total 6476:    |                               |              | 1,232.48       | .00             | 1,232.48     |              |                  |
| 7126          | Lowes Business Acct/GEC    | 11318          | welding supplies-wwtp         | 06/30/2015   | 176.58         | .00             | 176.58       | 43904        | 07/28/2015       |
|               |                            | 11573          | paint,rags,tape-water distr   | 07/02/2015   | 71.24          | .00             | 71.24        | 43904        | 07/28/2015       |
|               |                            | Total 7126:    |                               |              | 247.82         | .00             | 247.82       |              |                  |
| 7466          | Maurer, Amanda             | 79             | 7/15 judge fee- court         | 07/13/2015   | 800.00         | .00             | 800.00       | 43905        | 07/28/2015       |
|               |                            | Total 7466:    |                               |              | 800.00         | .00             | 800.00       |              |                  |
| 7641          | Mechanical Inc., LLC       | 10549          | backflow testing-water distr  | 07/22/2015   | 1,970.00       | .00             | 1,970.00     | 43906        | 07/28/2015       |
|               |                            | Total 7641:    |                               |              | 1,970.00       | .00             | 1,970.00     |              |                  |
| 7826          | Micro Plastics             | 106645         | russl name badge- admin       | 05/07/2015   | 12.50          | .00             | 12.50        | 43847        | 07/09/2015       |
|               |                            | 107375         | pd building flag-ps           | 06/29/2015   | 142.80         | .00             | 142.80       | 43907        | 07/28/2015       |
|               |                            | 107383         | baseball medals-rec           | 06/30/2015   | 62.94          | .00             | 62.94        | 43847        | 07/09/2015       |
|               |                            | 107383         | baseball medals-rec           | 06/30/2015   | 72.10          | .00             | 72.10        | 43847        | 07/09/2015       |
|               |                            | 107383         | softball medals-rec           | 06/30/2015   | 40.08          | .00             | 40.08        | 43847        | 07/09/2015       |
|               |                            | 107566         | name plates-admin             | 07/10/2015   | 13.89          | .00             | 13.89        | 43907        | 07/28/2015       |
|               |                            | 107671         | officer id cards-ps           | 07/21/2015   | 14.84          | .00             | 14.84        | 43907        | 07/28/2015       |
|               |                            | Total 7826:    |                               |              | 359.15         | .00             | 359.15       |              |                  |
| 7836          | Microsearch Inc.           | 14-3400        | lab tests-water               | 06/25/2015   | 300.00         | .00             | 300.00       | 43848        | 07/09/2015       |
|               |                            | Total 7836:    |                               |              | 300.00         | .00             | 300.00       |              |                  |
| 8126          | Mountain Roll-offs, Inc.   | 320356         | sludge hauling-w/water        | 06/22/2015   | 650.00         | .00             | 650.00       | 43908        | 07/28/2015       |
|               |                            | 321212         | 6/15 porta jon svc-vix pk     | 06/30/2015   | 85.00          | .00             | 85.00        | 43849        | 07/09/2015       |
|               |                            | 322522         | 6/15 port jon svc-alder pk    | 06/30/2015   | 170.00         | .00             | 170.00       | 43849        | 07/09/2015       |
|               |                            | 322523         | 6/15 porta jon svc-bm pk      | 06/30/2015   | 85.00          | .00             | 85.00        | 43849        | 07/09/2015       |
|               |                            | 322524         | 6/15 porta jon svc-coalridg   | 06/30/2015   | 85.00          | .00             | 85.00        | 43849        | 07/09/2015       |
|               |                            | 322525         | 6/15 porta jon svc-kwms.pk    | 06/30/2015   | 85.00          | .00             | 85.00        | 43849        | 07/09/2015       |
|               |                            | 322526         | 6/15 porta jon svc-skate pk   | 06/30/2015   | 85.00          | .00             | 85.00        | 43849        | 07/09/2015       |
|               |                            | 322537         | june trash svc                | 06/30/2015   | 20,159.18      | .00             | 20,159.18    | 43849        | 07/09/2015       |

| Vendor Number | Name                      | Invoice Number | Description                    | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|---------------------------|----------------|--------------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
|               |                           | 323162         | sludge hauling-w/water         | 06/30/2015   | 650.00         | .00             | 650.00       | 43908        | 07/28/2015       |
|               |                           | 324337         | 7/15 trash svc-wwtp            | 07/01/2015   | 74.50          | .00             | 74.50        | 43849        | 07/09/2015       |
|               |                           | 324338         | 7/15 trash svc-l/h             | 07/01/2015   | 130.92         | .00             | 130.92       | 43849        | 07/09/2015       |
|               |                           | 324339         | 7/15 trash svc.comm ctr        | 07/01/2015   | 95.92          | .00             | 95.92        | 43849        | 07/09/2015       |
|               |                           | 324340         | 7/15 trash svc-pwf             | 07/01/2015   | 139.52         | .00             | 139.52       | 43849        | 07/09/2015       |
|               |                           | 324924         | 7/15 porta jon svc-new hop     | 07/01/2015   | 85.00          | .00             | 85.00        | 43849        | 07/09/2015       |
|               |                           | 326197         | sludge hauling-w/water         | 07/06/2015   | 650.00         | .00             | 650.00       | 43908        | 07/28/2015       |
|               |                           | 3322527        | 6/15 porta jon svc-riverpk     | 06/30/2015   | 75.00          | .00             | 75.00        | 43849        | 07/09/2015       |
| Total 8126:   |                           |                |                                |              | 23,305.04      | .00             | 23,305.04    |              |                  |
| 8171          | Mr T's Inc                | 130868         | pickleball tape-pks            | 06/01/2015   | 47.92          | .00             | 47.92        | 43850        | 07/09/2015       |
|               |                           | 130880         | toilet lever part-wtp          | 06/01/2015   | 2.49           | .00             | 2.49         | 43850        | 07/09/2015       |
|               |                           | 130886         | lever exchange-wtp             | 06/01/2015   | 1.50           | .00             | 1.50         | 43850        | 07/09/2015       |
|               |                           | 130894         | pickleball tape-pks            | 06/01/2015   | 11.98          | .00             | 11.98        | 43850        | 07/09/2015       |
|               |                           | 130933         | alder drain fittings-sts       | 06/02/2015   | 28.13          | .00             | 28.13        | 43850        | 07/09/2015       |
|               |                           | 130958         | fittings-wtp                   | 06/03/2015   | 27.08          | .00             | 27.08        | 43850        | 07/09/2015       |
|               |                           | 130961         | fitting-wtp                    | 06/30/2015   | 2.99           | .00             | 2.99         | 43850        | 07/09/2015       |
|               |                           | 131049         | gloves-pks                     | 06/05/2015   | 14.99          | .00             | 14.99        | 43850        | 07/09/2015       |
|               |                           | 131120         | veh keys-w/water               | 06/08/2015   | 5.98           | .00             | 5.98         | 43850        | 07/09/2015       |
|               |                           | 131133         | tree straps/hose-cvb trees     | 06/08/2015   | 24.01          | .00             | 24.01        | 43850        | 07/09/2015       |
|               |                           | 131265         | fertilizer/floor dry-pks       | 06/11/2015   | 34.98          | .00             | 34.98        | 43850        | 07/09/2015       |
|               |                           | 131281         | new locks- c.c.                | 06/11/2015   | 40.46          | .00             | 40.46        | 43850        | 07/09/2015       |
|               |                           | 131382         | tape,bolts,cable ties-pks irri | 06/15/2015   | 24.93          | .00             | 24.93        | 43850        | 07/09/2015       |
|               |                           | 131433         | glue,key-bike rodeo            | 06/15/2015   | 4.48           | .00             | 4.48         | 43850        | 07/09/2015       |
|               |                           | 131524         | storage locks-rec              | 06/17/2015   | 38.97          | .00             | 38.97        | 43850        | 07/09/2015       |
|               |                           | 131547         | fastners,bolts,screws-wwtp     | 06/18/2015   | 10.20          | .00             | 10.20        | 43850        | 07/09/2015       |
|               |                           | 131555         | vehicle cleaner-ps             | 06/18/2015   | 6.49           | .00             | 6.49         | 43850        | 07/09/2015       |
|               |                           | 131618         | davis house paint-admin        | 06/19/2015   | 342.00         | .00             | 342.00       | 43850        | 07/09/2015       |
|               |                           | 131658         | propane-pks irrig.             | 06/20/2015   | 5.02           | .00             | 5.02         | 43850        | 07/09/2015       |
|               |                           | 131688         | landscape rake-pks             | 06/22/2015   | 49.99          | .00             | 49.99        | 43850        | 07/09/2015       |
|               |                           | 131720         | caselle group supplies-adm     | 06/22/2015   | 16.24          | .00             | 16.24        | 43850        | 07/09/2015       |
|               |                           | 131741         | wire brush,cutoff wheels-w     | 06/23/2015   | 31.39          | .00             | 31.39        | 43850        | 07/09/2015       |
|               |                           | 131763         | batteries-wtp                  | 06/23/2015   | 12.99          | .00             | 12.99        | 43850        | 07/09/2015       |
|               |                           | 131824         | cleaning supplies,fuses-pk     | 06/25/2015   | 18.15          | .00             | 18.15        | 43850        | 07/09/2015       |
|               |                           | 131873         | bike rodeo propane-ps          | 06/26/2015   | 12.00          | .00             | 12.00        | 43850        | 07/09/2015       |
|               |                           | 131881         | fittings-pks irrig.            | 06/26/2015   | 61.52          | .00             | 61.52        | 43850        | 07/09/2015       |
|               |                           | 131943         | gloves, utility knife-sts      | 08/29/2015   | 31.97          | .00             | 31.97        | 43850        | 07/09/2015       |
|               |                           | 131957         | fuses,tester,cut tips-wwtp     | 06/29/2015   | 57.04          | .00             | 57.04        | 43850        | 07/09/2015       |
|               |                           | 131986         | fittings-pks irrig.            | 06/29/2015   | 18.13          | .00             | 18.13        | 43850        | 07/09/2015       |
|               |                           | 132012         | sealant,rags gaskets-water     | 06/30/2015   | 50.64          | .00             | 50.64        | 43850        | 07/09/2015       |
|               |                           | 132014         | nozzle-wtp                     | 06/30/2015   | 11.98          | .00             | 11.98        | 43850        | 07/09/2015       |
|               |                           | 132018         | irrigation parts-pks           | 06/30/2015   | 13.71          | .00             | 13.71        | 43850        | 07/09/2015       |
|               |                           | 132026         | concrete mix-pks irrig.        | 06/30/2015   | 9.98           | .00             | 9.98         | 43850        | 07/09/2015       |
|               |                           | 132031         | paint,cleaner-wtp              | 06/30/2015   | 19.97          | .00             | 19.97        | 43850        | 07/09/2015       |
|               |                           | 132036         | flagpole concrete-pwf          | 06/30/2015   | 39.92          | .00             | 39.92        | 43850        | 07/09/2015       |
| Total 8171:   |                           |                |                                |              | 1,130.22       | .00             | 1,130.22     |              |                  |
| 8201          | MSCO, Inc                 | 10765          | jet 6" line-wwtp               | 07/11/2015   | 800.00         | .00             | 800.00       | 43909        | 07/28/2015       |
| Total 8201:   |                           |                |                                |              | 800.00         | .00             | 800.00       |              |                  |
| 8241          | Municipal Code Corporatio | 00257551       | code supplement copies-a       | 06/30/2015   | 578.76         | .00             | 578.76       | 43851        | 07/09/2015       |
| Total 8241:   |                           |                |                                |              | 578.76         | .00             | 578.76       |              |                  |

| Vendor Number | Name                       | Invoice Number | Description                | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|----------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
| 8251          | Munro Companies Inc.       | 366929         | pump parts-pks irrig.      | 06/19/2015   | 157.80         | .00             | 157.80       | 43910        | 07/28/2015       |
|               |                            | 367203         | pump parts-pks irrig.      | 06/25/2015   | 115.45         | .00             | 115.45       | 43910        | 07/28/2015       |
|               |                            | 367796         | return -pks irrig.         | 07/09/2015   | 112.30-        | .00             | 112.30-      | 43910        | 07/28/2015       |
| Total 8251:   |                            |                |                            |              | 160.95         | .00             | 160.95       |              |                  |
| 8416          | Neves Uniforms, Inc.       | LN-317082      | name tapes-ps              | 07/08/2015   | 37.79          | .00             | 37.79        | 43911        | 07/28/2015       |
| Total 8416:   |                            |                |                            |              | 37.79          | .00             | 37.79        |              |                  |
| 8456          | New Castle Family Fitness  | 7/2015         | employee salary deduction  | 07/01/2015   | 50.00          | .00             | 50.00        | 43852        | 07/09/2015       |
| Total 8456:   |                            |                |                            |              | 50.00          | .00             | 50.00        |              |                  |
| 8486          | New Castle Lions Club      | 07132015       | hogback hustle%-rec        | 07/13/2015   | 855.00         | .00             | 855.00       | 43912        | 07/28/2015       |
| Total 8486:   |                            |                |                            |              | 855.00         | .00             | 855.00       |              |                  |
| 8576          | Nichols, Debbie            | 06302015       | special events mileage-adm | 06/30/2015   | 76.38          | .00             | 76.38        | 43853        | 07/09/2015       |
| Total 8576:   |                            |                |                            |              | 76.38          | .00             | 76.38        |              |                  |
| 8871          | Paper Wise                 | 721016         | doc shredding-admin        | 06/28/2015   | 29.00          | .00             | 29.00        | 43913        | 07/28/2015       |
| Total 8871:   |                            |                |                            |              | 29.00          | .00             | 29.00        |              |                  |
| 8926          | Patrick W. Stuckey Archite | 070115         | U/h design-t.m.            | 07/01/2015   | 786.90         | .00             | 786.90       | 43854        | 07/09/2015       |
| Total 8926:   |                            |                |                            |              | 786.90         | .00             | 786.90       |              |                  |
| 8941          | Patterson, Jamie           | 18711          | uniform sewing - ps        | 06/26/2015   | 5.25           | .00             | 5.25         | 43914        | 07/28/2015       |
|               |                            | 18713          | uniform sewing-ps          | 07/10/2015   | 5.25           | .00             | 5.25         | 43914        | 07/28/2015       |
|               |                            | 18715          | uniform sewing - ps        | 07/14/2015   | 14.00          | .00             | 14.00        | 43914        | 07/28/2015       |
| Total 8941:   |                            |                |                            |              | 24.50          | .00             | 24.50        |              |                  |
| 9066          | Petty Cash                 | 7/2015         | flowers,cards-admin        | 07/25/2015   | 33.98          | .00             | 33.98        | 43915        | 07/28/2015       |
|               |                            | 7/2015         | meals-admin                | 07/25/2015   | 76.41          | .00             | 76.41        | 43915        | 07/28/2015       |
|               |                            | 7/2015         | cash over-admin            | 07/25/2015   | 3.53-          | .00             | 3.53-        | 43915        | 07/28/2015       |
|               |                            | 7/2015         | community garden plants    | 07/25/2015   | 47.00          | .00             | 47.00        | 43915        | 07/28/2015       |
|               |                            | 7/2015         | ice, plug-wtp              | 07/25/2015   | 5.19           | .00             | 5.19         | 43915        | 07/28/2015       |
| Total 9066:   |                            |                |                            |              | 159.05         | .00             | 159.05       |              |                  |
| 9151          | Pinnacol Assurance         | 17665185       | 7/15 w/c ins-b&p           | 07/09/2015   | 134.83         | .00             | 134.83       | 43916        | 07/28/2015       |
|               |                            | 17665185       | 7/15 w/c ins-admin         | 07/09/2015   | 216.55         | .00             | 216.55       | 43916        | 07/28/2015       |
|               |                            | 17665185       | 7/15 w/c ins-ps            | 07/09/2015   | 592.47         | .00             | 592.47       | 43916        | 07/28/2015       |
|               |                            | 17665185       | 7/15 w/c ins-court         | 07/09/2015   | 40.86          | .00             | 40.86        | 43916        | 07/28/2015       |
|               |                            | 17665185       | 7/15 w/c ins-rec           | 07/09/2015   | 163.44         | .00             | 163.44       | 43916        | 07/28/2015       |
|               |                            | 17665185       | 7/15 w/c ins-pks           | 07/09/2015   | 253.34         | .00             | 253.34       | 43916        | 07/28/2015       |
|               |                            | 17665185       | 7/15 w/c ins-sts           | 07/09/2015   | 253.34         | .00             | 253.34       | 43916        | 07/28/2015       |
|               |                            | 17665185       | 7/15 w/c ins-water         | 07/09/2015   | 1,144.08       | .00             | 1,144.08     | 43916        | 07/28/2015       |
|               |                            | 17665185       | 7/15 w/c ins-w/water       | 07/09/2015   | 1,287.09       | .00             | 1,287.09     | 43916        | 07/28/2015       |
| Total 9151:   |                            |                |                            |              | 4,086.00       | .00             | 4,086.00     |              |                  |
| 9191          | Pitney Bowes Global Finan  | 9083974-JN1    | postage meter lease-admin  | 07/01/2015   | 159.00         | .00             | 159.00       | 43855        | 07/09/2015       |

| Vendor Number | Name                         | Invoice Number | Description                  | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|------------------------------|----------------|------------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
| Total 9191:   |                              |                |                              |              | 159.00         | .00             | 159.00       |              |                  |
| 9431          | Psychological Resources      | 06302015       | pre-hiring screening-ps      | 07/08/2015   | 110.00         | .00             | 110.00       | 43917        | 07/28/2015       |
| Total 9431:   |                              |                |                              |              | 110.00         | .00             | 110.00       |              |                  |
| 9434          | Public Agency Training Co    | 191416         | investigator training-ps     | 03/27/2015   | 425.00         | .00             | .00          | 43574        | Multiple         |
|               |                              | 191416         | investigator training-ps     | 03/27/2015   | 425.00         |                 |              |              |                  |
| Total 9434:   |                              |                |                              |              | .00            | .00             | .00          |              |                  |
| 9781          | Ricoh USA, Inc.              | 94965843       | copier lease - ps            | 06/29/2015   | 78.00          | .00             | 78.00        | 43856        | 07/09/2015       |
| Total 9781:   |                              |                |                              |              | 78.00          | .00             | 78.00        |              |                  |
| 9931          | Rivendell Sod Farm           | 60210          | fertizer/seed-pks            | 06/17/2015   | 612.98         | .00             | 612.98       | 43857        | 07/09/2015       |
| Total 9931:   |                              |                |                              |              | 612.98         | .00             | 612.98       |              |                  |
| 10506         | Schmueser, Gordon, Meye      | 93128A-263     | 6/15 eng fees-st scape       | 06/29/2015   | 7,106.25       | .00             | 7,106.25     | 43858        | 07/09/2015       |
|               |                              | 93128A-263     | 6/15 eng fees-talbot trail   | 06/29/2015   | 385.00         | .00             | 385.00       | 43858        | 07/09/2015       |
|               |                              | 93128A-263     | 6/15 eng fees-d ave wall-sts | 06/29/2015   | 232.50         | .00             | 232.50       | 43858        | 07/09/2015       |
|               |                              | 93128A-263     | 6/15 eng fees-wtp expansion  | 06/29/2015   | 2,480.00       | .00             | 2,480.00     | 43858        | 07/09/2015       |
| Total 10506:  |                              |                |                              |              | 10,203.75      | .00             | 10,203.75    |              |                  |
| 10851         | Smash Athletics, Inc.        | 9003           | softball uniforms-rec        | 06/23/2015   | 48.48          | .00             | 48.48        | 43859        | 07/09/2015       |
| Total 10851:  |                              |                |                              |              | 48.48          | .00             | 48.48        |              |                  |
| 10936         | Software Store, The          | 15833          | computer hardware-ps         | 03/18/2015   | 198.98         | .00             | 198.98       | 43918        | 07/28/2015       |
| Total 10936:  |                              |                |                              |              | 198.98         | .00             | 198.98       |              |                  |
| 11236         | Stolbach, Bruce L.           | 1260           | 6/16-30 plan reviews, inspe  | 06/28/2015   | 2,915.00       | .00             | 2,915.00     | 43860        | 07/09/2015       |
| Total 11236:  |                              |                |                              |              | 2,915.00       | .00             | 2,915.00     |              |                  |
| 11301         | Stuckey, Ann                 | 63015          | website update-admin         | 06/30/2015   | 385.00         | .00             | 385.00       | 43861        | 07/09/2015       |
| Total 11301:  |                              |                |                              |              | 385.00         | .00             | 385.00       |              |                  |
| 11353         | Sun Pro of Colorado, Inc     | 6119           | window guards- pd const      | 06/17/2015   | 1,598.40       | .00             | 1,598.40     | 43919        | 07/28/2015       |
| Total 11353:  |                              |                |                              |              | 1,598.40       | .00             | 1,598.40     |              |                  |
| 11406         | Talbot Enterprises, Inc.     | 062415         | fireworks-eco dev            | 06/24/2015   | 3,000.00       | .00             | 3,000.00     | 43862        | 07/09/2015       |
| Total 11406:  |                              |                |                              |              | 3,000.00       | .00             | 3,000.00     |              |                  |
| 11429         | TASC                         | IN568344       | 7/15 cafe plan tpa-sts       | 07/01/2015   | 75.00          | .00             | 75.00        | 43863        | 07/09/2015       |
| Total 11429:  |                              |                |                              |              | 75.00          | .00             | 75.00        |              |                  |
| 11776         | Tricounty Fire Protection, I | 000129906      | fire ext maint-cc            | 07/01/2015   | 225.00         | .00             | 225.00       | 43920        | 07/28/2015       |
|               |                              | 000129907      | fire ext maint-wwtp          | 07/01/2015   | 45.00          | .00             | 45.00        | 43920        | 07/28/2015       |

| Vendor Number | Name                          | Invoice Number | Description                   | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|-------------------------------|----------------|-------------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
| Total 11776:  |                               |                |                               |              | 270.00         | .00             | 270.00       |              |                  |
| 11941         | Upper Case Printing, Ink      | 9560           | 5/15 utility billing -water   | 06/16/2015   | 117.00         | .00             | 117.00       | 43864        | 07/09/2015       |
|               |                               | 9560           | 5/15 utility billing -w/water | 06/16/2015   | 117.00         | .00             | 117.00       | 43864        | 07/09/2015       |
|               |                               | 9651           | july chamber newsletter-ec    | 07/09/2015   | 213.75         | .00             | 213.75       | 43921        | 07/28/2015       |
| Total 11941:  |                               |                |                               |              | 447.75         | .00             | 447.75       |              |                  |
| 12006         | Utility Notification Center-C | 21506567       | 6/15 utility locates - water  | 06/30/2015   | 35.75          | .00             | 35.75        | 43865        | 07/09/2015       |
| Total 12006:  |                               |                |                               |              | 35.75          | .00             | 35.75        |              |                  |
| 12166         | Verizon Wireless              | 9748380581     | 7/15 cell phone-b&p           | 07/03/2015   | 69.46          | .00             | 69.46        | 43922        | 07/28/2015       |
|               |                               | 9748380581     | 7/15 cell phone-admin         | 07/03/2015   | 72.38          | .00             | 72.38        | 43922        | 07/28/2015       |
|               |                               | 9748380581     | 7/15 cell phone-ps            | 07/03/2015   | 693.45         | .00             | 693.45       | 43922        | 07/28/2015       |
|               |                               | 9748380581     | 7/15 cell phone-rec           | 07/03/2015   | 104.66         | .00             | 104.66       | 43922        | 07/28/2015       |
|               |                               | 9748380581     | 7/15 cell phone-pks           | 07/03/2015   | 72.38          | .00             | 72.38        | 43922        | 07/28/2015       |
|               |                               | 9748380581     | 7/15 cell phone-sts           | 07/03/2015   | 52.33          | .00             | 52.33        | 43922        | 07/28/2015       |
|               |                               | 9748380581     | 7/15 cell phone-water         | 07/03/2015   | 102.89         | .00             | 102.89       | 43922        | 07/28/2015       |
|               |                               | 9748380581     | 7/15 cell phone-w/water       | 07/03/2015   | 217.00         | .00             | 217.00       | 43922        | 07/28/2015       |
| Total 12166:  |                               |                |                               |              | 1,384.55       | .00             | 1,384.55     |              |                  |
| 12401         | Wash-By U, Inc.               | 07012015       | 6/15 car washes-ps            | 07/01/2015   | 80.87          | .00             | 80.87        | 43923        | 07/28/2015       |
| Total 12401:  |                               |                |                               |              | 80.87          | .00             | 80.87        |              |                  |
| 12496         | Wells Fargo, NA               | C150152-8/1    | water loan-principal          | 07/08/2015   | 17,222.09      | .00             | 17,222.09    | 7152015      | 07/10/2015       |
|               |                               | C150152-8/1    | water loan-interest           | 07/08/2015   | 26,181.73      | .00             | 26,181.73    | 7152015      | 07/10/2015       |
|               |                               | W08A092-8/     | 2008 w/w loan principal       | 07/08/2015   | 165,813.27     | .00             | 165,813.27   | 7142015      | 07/10/2015       |
|               |                               | W08A092-8/     | 2008 w/w loan interest        | 07/08/2015   | 102,823.08     | .00             | 102,823.08   | 7142015      | 07/10/2015       |
| Total 12496:  |                               |                |                               |              | 312,040.17     | .00             | 312,040.17   |              |                  |
| 12609         | Western Slope Center for      | 942            | assault exam-ps               | 07/07/2015   | 747.50         | .00             | 747.50       | 43924        | 07/28/2015       |
| Total 12609:  |                               |                |                               |              | 747.50         | .00             | 747.50       |              |                  |
| 12866         | Wright Cleaning Company,      | 2047           | 7/15 v/h cleaning             | 07/15/2015   | 606.20         | .00             | 606.20       | 43925        | 07/28/2015       |
| Total 12866:  |                               |                |                               |              | 606.20         | .00             | 606.20       |              |                  |
| 12891         | XCel Energy                   | 460749334      | 6/15 electric apt 112         | 06/17/2015   | 42.94          | .00             | 42.94        | 43817        | 07/01/2015       |
|               |                               | 460750707      | 6/15 electric apt 115         | 06/17/2015   | 195.14         | .00             | 195.14       | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric-v/h             | 06/22/2015   | 210.16         | .00             | 210.16       | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric gas-rec         | 06/22/2015   | 163.95         | .00             | 163.95       | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric-pks             | 06/22/2015   | 284.88         | .00             | 284.88       | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric-sts             | 06/22/2015   | 180.85         | .00             | 180.85       | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 street lights-sts        | 06/22/2015   | 4,261.05       | .00             | 4,261.05     | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric-v/h             | 06/22/2015   | 133.98         | .00             | 133.98       | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric gas-water       | 06/22/2015   | 3,783.87       | .00             | 3,783.87     | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric raw water       | 06/22/2015   | 1,228.41       | .00             | 1,228.41     | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric-v/h             | 06/22/2015   | 133.98         | .00             | 133.98       | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric-gas-ww/p        | 06/22/2015   | 7,028.79       | .00             | 7,028.79     | 43817        | 07/01/2015       |
|               |                               | 461260242      | 6/15 electric south utilities | 06/22/2015   | 120.68         | .00             | 120.68       | 43817        | 07/01/2015       |
|               |                               | 464465419      | 7/15 electric apt#112         | 07/17/2015   | 35.40          | .00             | 35.40        | 43926        | 07/28/2015       |

| Vendor Number | Name                      | Invoice Number | Description            | Invoice Date | Invoice Amount | Discount Amount | Check Amount | Check Number | Check Issue Date |
|---------------|---------------------------|----------------|------------------------|--------------|----------------|-----------------|--------------|--------------|------------------|
|               |                           | 464467884      | 7/15 electric apt#115  | 07/17/2015   | 200.07         | .00             | 200.07       | 43926        | 07/28/2015       |
| Total 12691:  |                           |                |                        |              | 18,004.15      | .00             | 18,004.15    |              |                  |
| 12898         | Xerox Corporation         | 080219658      | printer copies-b&p     | 07/01/2015   | 69.55          | .00             | 69.55        | 43927        | 07/28/2015       |
|               |                           | 080219658      | printer copies-admin   | 07/01/2015   | 69.57          | .00             | 69.57        | 43927        | 07/28/2015       |
|               |                           | 080219658      | printer copies-b&p     | 07/01/2015   | 41.73          | .00             | 41.73        | 43927        | 07/28/2015       |
|               |                           | 080219658      | copier lease-rec       | 07/01/2015   | 41.73          | .00             | 41.73        | 43927        | 07/28/2015       |
|               |                           | 080219658      | copier lease-water     | 07/01/2015   | 27.82          | .00             | 27.82        | 43927        | 07/28/2015       |
|               |                           | 080219658      | copier lease-w/water   | 07/01/2015   | 27.82          | .00             | 27.82        | 43927        | 07/28/2015       |
| Total 12896:  |                           |                |                        |              | 278.22         | .00             | 278.22       |              |                  |
| 12898         | Xpress Bill Pay           | 18282          | 6/15 cr cd fees-water  | 07/01/2015   | 123.98         | .00             | 123.98       | 7062015      | 07/06/2015       |
|               |                           | 18282          | 6/15 cr cd fees-w/w    | 07/01/2015   | 123.97         | .00             | 123.97       | 7062015      | 07/06/2015       |
| Total 12898:  |                           |                |                        |              | 247.95         | .00             | 247.95       |              |                  |
| 12971         | Zancanella and Associates | 18371          | 5/15 water eng/accting | 07/14/2015   | 487.50         | .00             | 487.50       | 43928        | 07/28/2015       |
| Total 12971:  |                           |                |                        |              | 487.50         | .00             | 487.50       |              |                  |
| 12973         | Zapazoo Inkworks          | 217            | burning mtn tshirts    | 07/21/2015   | 374.50         | .00             | 374.50       | 43874        | 07/23/2015       |
| Total 12973:  |                           |                |                        |              | 374.50         | .00             | 374.50       |              |                  |
| 12991         | Zep Sales & Service       | 9001736691     | paper towels-t/h       | 07/06/2015   | 129.39         | .00             | 129.39       | 43929        | 07/28/2015       |
|               |                           | 9001736691     | paper towels-rec       | 07/06/2015   | 129.39         | .00             | 129.39       | 43929        | 07/28/2015       |
|               |                           | 9001736691     | paper towels-pks       | 07/06/2015   | 129.38         | .00             | 129.38       | 43929        | 07/28/2015       |
| Total 12991:  |                           |                |                        |              | 388.16         | .00             | 388.16       |              |                  |
| 13006         | Zero Waste USA            | 81202          | dog waste bags-parks   | 07/08/2015   | 445.00         | .00             | 445.00       | 43930        | 07/28/2015       |
| Total 13006:  |                           |                |                        |              | 445.00         | .00             | 445.00       |              |                  |
| Grand Totals: |                           |                |                        |              | 474,070.69     | .00             | 474,070.69   |              |                  |

## Report Criteria:

Detail report type printed



**Town of New Castle Administration Department**  
450 W. Main Street **Phone:** (970) 984-2311  
PO Box 90 **Fax:** (970) 984-2716  
New Castle, CO 81647 [www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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August 4, 2015

Mr. David Averill  
CDOT Division of Transit and Rail  
4201 E. Arkansas Ave., Shumate Building  
Denver, CO 80222

RE: New Castle Park and Ride Construction

Dear David:

I am writing to support to RFTA's request to advance FASTER funding from FY2017 to FY2016, if possible, to construct the New Castle Park and Ride, to ensure that this facility will be operational by fall 2016.

The Town of New Castle is a member of RFTA, supporting the regional transit system through dedicated sales taxes. New Castle residents use RFTA daily, primarily to access employment opportunities throughout the region. The park and ride will be a significant amenity to the Town and its residents.

The PNR will be particularly critical during Grand Avenue Bridge construction, which begins in 2016. This project will create significant transportation and economic impacts in Garfield County for at least a year, peaking in the summer of 2017 when the bridge will be fully closed for about three months.

We anticipate many New Castle residents to park at this location during the GAB project and ride RFTA buses within and through the City of Glenwood Springs. The combination of transit improvements, transit priority measures and other demand management strategies are intended to improve the flow of traffic. I anticipate that this will minimize the disruption to the daily lives of New Castle residents.

The Town urges your assistance to facilitate the transfer of FASTER funds to FY2016, if possible, to allow construction of the New Castle PNR in summer 2016.

Thank you for your consideration.

Sincerely,

Town of New Castle

# Memo

**To:** The Mayor & Town Council  
**From:** Lyle L Layton  
**Date:** 7/29/2015  
**Re:** Public Works Lease/Purchase agreements

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Staff is presenting two Municipal lease agreements from Ally Financial for the following Public Works pick-up trucks:

1. 2015 Chevrolet CK 2500 with snow plow. Cost - \$34,222, financed over 5 years with annual payments of \$7,697.
2. 2015 Chevrolet CK 2500 with utility bed. Cost - \$32,700, financed over 5 years with annual payments of \$7,354.68.

Staff recommends approval of these agreements as the 2015 payments are included in the 2015 General Fund budget.



## **INSTRUCTIONS FOR COMPLETING THE ALLY MUNICIPAL LEASE AGREEMENT**

Outlined below are the instructions to properly complete the Agreement.

1. First payment of \$7697.00 will be due upon delivery. Dealer should keep the first payment.
2. Proceeds in the amount of \$ 26867.22 should be drafted or Smartcashed.  
This amount includes Dealer Commission of \$342.22.
3. Please have the Municipal Official *SIGN* and *DATE* the signature lines on the right side of:  
Page 5 (only the top right signature line);  
the **Municipal Certificate**; Page 6;  
the **Delivery & Acceptance Certificate**; Page 7; and  
the **Schedule B - Amortization Schedule**; Page 8.  
The Municipal Official is the person who has the authority to obligate the municipality.
4. The Attorney for the Municipality must sign and date the Opinion of Counsel on the bottom right side of page 5.
5. A person (other than the authorized Municipal Official) must sign on the left side of the **Municipal Certificate - Page 6** to Attest to the truth of the statement. Also, write or type the name of the authorized Municipal Official in the first blank spot on Page 6.
6. Fill in the Equipment Location on the Delivery & Acceptance Certificate. This is the address where the vehicle will be garaged.
7. Leave all Ally signature spots blank; an Ally representative will sign there.

**IMPORTANT:** Vehicles must be titled in the NAME of the MUNICIPALITY with Ally Financial P.O. Box 23020, Jacksonville, Fl., 32241 recorded as LIENHOLDER.

Once the Agreements have been executed as outlined above (with no alteration), forward both originals to Ally Contract Processing Center at 2911 Lake Vista Dr, Lewisville, TX 75067 with the following:

- a copy of the application(s) for title
- a copy of the manufacturer's invoice(s), chassis & body (if applicable)
- evidence of insurance, form 685 DLP
- a signed Ally Financial Credit Application

If you have any questions, please call me at 1-800-471-4622



## MUNICIPAL LEASE-PURCHASE AGREEMENT

**LESSEE:** Town of New Castle

**LESSOR:** Ally Financial

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Delivery and Acceptance Certificate now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Lease-Purchase Agreement ("Lease").

1. **TERM.** This Lease will become effective upon the execution hereof by Lessor. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 3 hereunder and, unless earlier terminated as expressly provided for in this Lease, will continue for the term set forth in Schedule B attached hereto ("Lease Term").

2. **RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, equal to the amounts specified in the Delivery and Acceptance Certificate. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon acceptance of the vehicle(s) and continue on the same date periodically thereafter for the number of time periods reflected on the Delivery and Acceptance Certificate. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard, Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. **DELIVERY AND ACCEPTANCE.** Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in the Delivery and Acceptance Certificate ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

4. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

5. **NON-APPROPRIATION OF FUNDS; NON-SUBSTITUTION.** Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination.

Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

**6. CERTIFICATION AND AUTHORIZATION.** Lessee represents, covenants and warrants that it is a state, or a political subdivision thereof, or that Lessee's obligation under this Lease constitutes an obligation issued on behalf of a state or political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth of a Lessee having legal capacity to enter into the same and is not in contravention of any Town, City, District, County, or State statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its assignee without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment location or elsewhere during reasonable business hours to inspect the equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor.

**12. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any Item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any Item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like Equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Customers Balance set forth in Schedule B. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Customers Balance to be made by Lessee with respect to the Equipment which has suffered the event of loss.

**13. PERSONAL PROPERTY.** The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of interest in the Equipment from any party having an interest in such real estate or building.

14. **INSURANCE.** Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insured as shall be satisfactory to Lessor, or, with Lessor's consent may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Customers Balance with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation related thereto.

15. **INDEMNIFICATION:** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

16. **ASSIGNMENT AND SUBLEASE.**

(a) Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, or grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. No assignment or sublease shall relieve the Lessee of any of its obligations or duties hereunder, which shall remain those of a principal and not a guarantor.

(b) Lessor shall not assign, transfer, pledge, or dispose of this Agreement or any interest therein, whether as security for any of its indebtedness or otherwise. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17. **EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

18. **REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable, (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

19. **PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice to lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on any Lease Payment due date by paying to Lessor, on such date, the Customers Balance amount set forth opposite the appropriate number of payments made as reflected on Schedule B to the Lease. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

20. REPORTING REQUIREMENTS. Lessee agrees to comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"). In the event Lessor, solely on account of Lessee's failure to comply with such information reporting requirements, is not entitled to treat the Lease Payments and the Customers Balances received from Lessee hereunder as interest and principal payments on a state or local bond, the interest of which is exempt from Federal income tax under Section 103(a) of the Code, then Lessee shall pay to Lessor, as additional rentals, a sum which, after deduction of all taxes which are or will be payable by Lessor in respect of the receipt thereof under the Laws of the United States or any state or local government or taxing authority in the United States, or under the laws of any taxing authority or political or governmental subdivision of a foreign country, shall be equal to the additional Federal income tax which is or will be payable by Lessor as a result of the loss of such interest exemption, together with any interest, addition to tax or penalty which may be assessed by the United States Government against Lessor in connection with the loss of such interest exemption, which amounts shall be payable on written demand by Lessor, together with interest thereon at the highest lawful rate from the date of payment of the additional Federal income tax to the date of payment by Lessee.

21. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

23. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

24. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

25. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

(Lessor)  
Ally Financial

(Lessee)  
Town of New Castle  
801 W Main St  
New Castle CO 81647

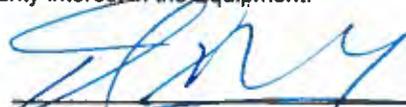
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

OPINION OF COUNSEL

With respect to that certain Municipal Lease-Purchase Agreement (Lease) dated \_\_\_\_\_ by and between Ally Financial and the Lessee, I am of the opinion that: (i) the Lessee is a tax-exempt entity under Section 103 of the Internal Revenue Code; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law; and (v) the Uniform Commercial Code of the state where the Equipment is located and or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment.

*Opinion subject to attached Addendum*

By:   
Attorney for Lessee  
Date: 7/28/15

**ADDENDUM TO OPINION OF COUNSEL**

The "Opinion of Counsel" set forth in the Municipal Lease-Purchase Agreement ("**Lease**") between Town of New Castle ("**Lessee**") and Ally Financial ("**Lessor**") dated \_\_\_\_\_, 2015, is subject to the following limitations, qualifications, and caveats:

Opinion (iii) provides in part that "all statements contained in the Lease and all related instruments are true." Opinion (iv) provides that "Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease." The foregoing quotes are factual representations, not legal opinions, and are given to the best of our knowledge. With respect to the "sufficient monies" representation we rely solely on the Lessee's budget for the year ending December 31, 2015. The words "our knowledge" signify that, in the course of our representation of Lessee in matters with respect to which we have been engaged by Lessee as counsel, no information has come to our attention that would give us actual knowledge or actual notice that any such representations are not accurate or that any of the relevant documents and information on which we have relied are not accurate and complete. We have undertaken no independent investigation or verification of such matters.

These opinions and representations are furnished by us, in our capacity, as Counsel to Lessee. We disclaim any obligation to update these opinions and representations regarding changes in applicable laws or we should become aware of any facts that might change such opinions or representations. The opinions and representations are given to Lessor solely for its benefit and are not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. The opinions and representations expressed by us are limited to the matters expressly set forth, and no other opinions and representations should be inferred beyond the matters expressly stated.

Notwithstanding anything to the contrary in the "Opinion of Counsel", it is our opinion that Section 15 of the Lease entitled "Indemnification" is not enforceable under Colorado law nor can Lessor rely on Section 15 in entering into the Lease. The enforceability opinion appearing in the "Opinion of Counsel" does not extend to Section 15 of the Lease.

Except as set forth in opinion (v), we express no opinion on the filing, perfection or priority of any lien or security interest. We express no opinion as to the laws of any jurisdiction other than the laws of the State of Colorado and the laws of the United States of America. The opinions given herein concern only the effect of the laws of the State of Colorado and the United States of America as currently in effect.

Notwithstanding anything to the contrary herein or elsewhere, Lessor, by entering into the Lease, agrees that any claims in connection the "Opinion of Counsel" as qualified by this addendum shall only be asserted against Garfield & Hecht, P.C. as the opinion giver and shall not be asserted against any of its shareholders, lawyers or other employees. The "Opinion of Counsel" and this addendum constitute one document and the "Opinion of Counsel" cannot be relied upon or enforced separately from this addendum.

By:   
Attorney for Lessee  
Date: 7/28/15

**MUNICIPAL CERTIFICATE**

I, \_\_\_\_\_ of Town of New Castle, hereby certify that the Municipal Lease Purchase Agreement, dated \_\_\_\_\_, between Ally Financial, as Lessor and Town of New Castle as Lessee, leasing the Equipment described, was executed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and that I have full power and authority to execute the Municipal Lease Purchase Agreement, and that the power to enter into the Lease Purchase Agreement granted to me by the Town of New Castle has not been withdrawn, and that all required procedures necessary to make the Municipal Lease Purchase Agreement a legal and binding obligation of the Lessee have been followed.

I also certify that payment due by Town of New Castle under the Municipal Lease Purchase Agreement referred herein for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the municipality of the Town of New Castle.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Attest:

Agency Official

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Title)

**Delivery and Acceptance Certificate**

1 Vehicles (s) for Municipal Lease/Purchase

Payment Structure: 5, Annual

An annual rate of:6.24%

---

| #  | Year        | Make             | Model          | Vin                      | Application#      | Cost            | Payment        |
|----|-------------|------------------|----------------|--------------------------|-------------------|-----------------|----------------|
| 0. | <u>2015</u> | <u>Chevrolet</u> | <u>CK 2500</u> | <u>1GC0KUEG7FZ538318</u> | <u>1036324477</u> | <u>34222.00</u> | <u>7697.00</u> |

Total Cost of the vehicle (s): \$ 34222.00 Total Payments: \$ 7697.00

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Equipment Location (Garaged at) : \_\_\_\_\_  
\_\_\_\_\_

Under the Municipal Lease Agreement dated \_\_\_\_\_, (Lease) between Ally Financial (the Lessor) and the undersigned Lessee, the Lessee hereby certifies that the vehicle (s) listed above has (have) been delivered to Lessee, tested and inspected by Lessee, found to be in good order and accepted as Equipment under the Lease, all on the date indicated below.

The Lessee hereby agrees to lease/purchase the vehicles as described.

(Lessor)

(Lessee)

Ally Financial

Town of New Castle

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**SCHEDULE B**

Payment Schedule to the Lease Agreement dated \_\_\_\_\_.

Customer: Town of New Castle  
 Dealer: MOUNTAIN CHEVROLET LLC  
 Equipment 0: Chevrolet CK 2500  
 Term: 5, Annual  
 Annual Percentage Rate: 6.24 %  
 First Payment: Advance  
 Amount Financed: \$34222.00  
 Payment Amount: \$ 7697.00  
 Total Interest: \$ 4263.00  
 End of Lease Purchase Option: \$1 per unit

| # OF PMTS MADE | PAYMENT          | CUSTOMERS BALANCE | BALANCE: PERCENT OF COST | REDUCTION IN PRINCIPAL | INTEREST ON PRINCIPAL |
|----------------|------------------|-------------------|--------------------------|------------------------|-----------------------|
| 0              | <u>\$7697.00</u> | <u>\$26525.00</u> | <u>77.51%</u>            | <u>\$7697.00</u>       | <u>\$0.00</u>         |
| 0              | <u>\$7697.00</u> | <u>\$20483.16</u> | <u>59.85%</u>            | <u>\$6041.84</u>       | <u>\$1655.16</u>      |
| 0              | <u>\$7697.00</u> | <u>\$14064.31</u> | <u>41.10%</u>            | <u>\$6418.85</u>       | <u>\$1278.15</u>      |
| 0              | <u>\$7697.00</u> | <u>\$7244.92</u>  | <u>21.17%</u>            | <u>\$6819.39</u>       | <u>\$877.61</u>       |
| 0              | <u>\$7697.00</u> | <u>\$0.01</u>     | <u>0.00%</u>             | <u>\$7244.92</u>       | <u>\$452.08</u>       |

(Lessor)  
 Ally Contract Processing Center  
 2911 Lake Vista Dr,  
 Lewisville, TX 75067

(Lessee)  
 Town of New Castle  
 801 W Main St  
 New Castle, CO 81647

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



## **INSTRUCTIONS FOR COMPLETING THE ALLY MUNICIPAL LEASE AGREEMENT**

Outlined below are the instructions to properly complete the Agreement.

1. First payment of \$7354.68 will be due upon delivery. Dealer should keep the first payment.
2. Proceeds in the amount of \$ 25672.32 should be drafted or Smartcashed.  
This amount includes Dealer Commission of \$327.00.
3. Please have the Municipal Official *SIGN* and *DATE* the signature lines on the right side of:  
Page 5 (only the top right signature line);  
the **Municipal Certificate**; Page 6;  
the **Delivery & Acceptance Certificate**; Page 7; and  
the **Schedule B - Amortization Schedule**; Page 8.  
The Municipal Official is the person who has the authority to obligate the municipality.
4. The Attorney for the Municipality must sign and date the Opinion of Counsel on the bottom right side of page 5.
5. A person (other than the authorized Municipal Official) must sign on the left side of the **Municipal Certificate - Page 6** to Attest to the truth of the statement. Also, write or type the name of the authorized Municipal Official in the first blank spot on Page 6.
6. Fill in the Equipment Location on the Delivery & Acceptance Certificate. This is the address where the vehicle will be garaged.
7. Leave all Ally signature spots blank; an Ally representative will sign there.

***IMPORTANT:*** Vehicles must be titled in the NAME of the MUNICIPALITY with Ally Financial P.O. Box 23020, Jacksonville, FL, 32241 recorded as LIENHOLDER.

Once the Agreements have been executed as outlined above (with no alteration), forward both originals to Ally Contract Processing Center at 2911 Lake Vista Dr, Lewisville, TX 75067 with the following:

- a copy of the application(s) for title
- a copy of the manufacturer's invoice(s), chassis & body (if applicable)
- evidence of insurance, form 685 DLP
- a signed Ally Financial Credit Application

If you have any questions, please call me at 1-800-471-4622



## MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSEE: Town of New Castle

LESSOR: Ally Financial

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Delivery and Acceptance Certificate now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Lease-Purchase Agreement ("Lease").

1. **TERM.** This Lease will become effective upon the execution hereof by Lessor. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 3 hereunder and, unless earlier terminated as expressly provided for in this Lease, will continue for the term set forth in Schedule B attached hereto ("Lease Term").

2. **RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, equal to the amounts specified in the Delivery and Acceptance Certificate. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon acceptance of the vehicle(s) and continue on the same date periodically thereafter for the number of time periods reflected on the Delivery and Acceptance Certificate. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard, Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. **DELIVERY AND ACCEPTANCE.** Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in the Delivery and Acceptance Certificate ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

4. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

5. **NON-APPROPRIATION OF FUNDS; NON-SUBSTITUTION.** Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination.

Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

**6. CERTIFICATION AND AUTHORIZATION.** Lessee represents, covenants and warrants that it is a state, or a political subdivision thereof, or that Lessee's obligation under this Lease constitutes an obligation issued on behalf of a state or political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth of a Lessee having legal capacity to enter into the same and is not in contravention of any Town, City, District, County, or State statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its assignee without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment location or elsewhere during reasonable business hours to inspect the equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor.

**12. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any Item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any Item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like Equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Customers Balance set forth in Schedule B. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Customers Balance to be made by Lessee with respect to the Equipment which has suffered the event of loss.

**13. PERSONAL PROPERTY.** The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of interest in the Equipment from any party having an interest in such real estate or building.

**14. INSURANCE.** Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insured as shall be satisfactory to Lessor, or, with Lessor's consent may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Customers Balance with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation related thereto.

**15. INDEMNIFICATION:** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

**16. ASSIGNMENT AND SUBLEASE.**

(a) Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, or grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. No assignment or sublease shall relieve the Lessee of any of its obligations or duties hereunder, which shall remain those of a principal and not a guarantor.

(b) Lessor shall not assign, transfer, pledge, or dispose of this Agreement or any interest therein, whether as security for any of its indebtedness or otherwise. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**17. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**18. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable, (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**19. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice to lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on any Lease Payment due date by paying to Lessor, on such date, the Customers Balance amount set forth opposite the appropriate number of payments made as reflected on Schedule B to the Lease. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

20. REPORTING REQUIREMENTS. Lessee agrees to comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"). In the event Lessor, solely on account of Lessee's failure to comply with such information reporting requirements, is not entitled to treat the Lease Payments and the Customers Balances received from Lessee hereunder as interest and principal payments on a state or local bond, the interest of which is exempt from Federal income tax under Section 103(a) of the Code, then Lessee shall pay to Lessor, as additional rentals, a sum which, after deduction of all taxes which are or will be payable by Lessor in respect of the receipt thereof under the Laws of the United States or any state or local government or taxing authority in the United States, or under the laws of any taxing authority or political or governmental subdivision of a foreign country, shall be equal to the additional Federal income tax which is or will be payable by Lessor as a result of the loss of such interest exemption, together with any interest, addition to tax or penalty which may be assessed by the United States Government against Lessor in connection with the loss of such interest exemption, which amounts shall be payable on written demand by Lessor, together with interest thereon at the highest lawful rate from the date of payment of the additional Federal income tax to the date of payment by Lessee.

21. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

23. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

24. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

25. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

(Lessor)  
Ally Financial

(Lessee)  
Town of New Castle  
801 W Main St  
New Castle CO 81647

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

OPINION OF COUNSEL

With respect to that certain Municipal Lease-Purchase Agreement (Lease) dated \_\_\_\_\_ by and between Ally Financial and the Lessee, I am of the opinion that: (i) the Lessee is a tax-exempt entity under Section 103 of the Internal Revenue Code; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law; and (v) the Uniform Commercial Code of the state where the Equipment is located and or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment.

*Opinion subject to attached  
Addendum*

By: \_\_\_\_\_  
Attorney for Lessee

Date: 7/28/15

**ADDENDUM TO OPINION OF COUNSEL**

The "Opinion of Counsel" set forth in the Municipal Lease-Purchase Agreement ("**Lease**") between Town of New Castle ("**Lessee**") and Ally Financial ("**Lessor**") dated \_\_\_\_\_, 2015, is subject to the following limitations, qualifications, and caveats:

Opinion (iii) provides in part that "all statements contained in the Lease and all related instruments are true." Opinion (iv) provides that "Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease." The foregoing quotes are factual representations, not legal opinions, and are given to the best of our knowledge. With respect to the "sufficient monies" representation we rely solely on the Lessee's budget for the year ending December 31, 2015. The words "our knowledge" signify that, in the course of our representation of Lessee in matters with respect to which we have been engaged by Lessee as counsel, no information has come to our attention that would give us actual knowledge or actual notice that any such representations are not accurate or that any of the relevant documents and information on which we have relied are not accurate and complete. We have undertaken no independent investigation or verification of such matters.

These opinions and representations are furnished by us, in our capacity, as Counsel to Lessee. We disclaim any obligation to update these opinions and representations regarding changes in applicable laws or we should become aware of any facts that might change such opinions or representations. The opinions and representations are given to Lessor solely for its benefit and are not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. The opinions and representations expressed by us are limited to the matters expressly set forth, and no other opinions and representations should be inferred beyond the matters expressly stated.

Notwithstanding anything to the contrary in the "Opinion of Counsel", it is our opinion that Section 15 of the Lease entitled "Indemnification" is not enforceable under Colorado law nor can Lessor rely on Section 15 in entering into the Lease. The enforceability opinion appearing in the "Opinion of Counsel" does not extend to Section 15 of the Lease.

Except as set forth in opinion (v), we express no opinion on the filing, perfection or priority of any lien or security interest. We express no opinion as to the laws of any jurisdiction other than the laws of the State of Colorado and the laws of the United States of America. The opinions given herein concern only the effect of the laws of the State of Colorado and the United States of America as currently in effect.

Notwithstanding anything to the contrary herein or elsewhere, Lessor, by entering into the Lease, agrees that any claims in connection the "Opinion of Counsel" as qualified by this addendum shall only be asserted against Garfield & Hecht, P.C. as the opinion giver and shall not be asserted against any of its shareholders, lawyers or other employees. The "Opinion of Counsel" and this addendum constitute one document and the "Opinion of Counsel" cannot be relied upon or enforced separately from this addendum.

By:   
Attorney for Lessee

Date: 7/28/15

**MUNICIPAL CERTIFICATE**

I, \_\_\_\_\_ of Town of New Castle, hereby certify that the Municipal Lease Purchase Agreement, dated \_\_\_\_\_, between Ally Financial, as Lessor and Town of New Castle as Lessee, leasing the Equipment described, was executed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and that I have full power and authority to execute the Municipal Lease Purchase Agreement, and that the power to enter into the Lease Purchase Agreement granted to me by the Town of New Castle has not been withdrawn, and that all required procedures necessary to make the Municipal Lease Purchase Agreement a legal and binding obligation of the Lessee have been followed.

I also certify that payment due by Town of New Castle under the Municipal Lease Purchase Agreement referred herein for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the municipality of the Town of New Castle.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Attest:

Agency Official

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**Delivery and Acceptance Certificate**

1 Vehicles (s) for Municipal Lease/Purchase

Payment Structure: 5, Annual

An annual rate of 6.24%

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| #  | Year        | Make             | Model         | Vin                      | Application#      | Cost            | Payment        |
|----|-------------|------------------|---------------|--------------------------|-------------------|-----------------|----------------|
| 0. | <u>2015</u> | <u>Chevrolet</u> | <u>ck2500</u> | <u>1GB0KUEG1FZ540991</u> | <u>1036772779</u> | <u>32700.00</u> | <u>7354.68</u> |

Total Cost of the vehicle (s): \$ 32700.00 Total Payments: \$ 7354.68

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Equipment Location (Garaged at) : \_\_\_\_\_  
\_\_\_\_\_

Under the Municipal Lease Agreement dated \_\_\_\_\_, (Lease) between Ally Financial (the Lessor) and the undersigned Lessee, the Lessee hereby certifies that the vehicle (s) listed above has (have) been delivered to Lessee, tested and inspected by Lessee, found to be in good order and accepted as Equipment under the Lease, all on the date indicated below.

The Lessee hereby agrees to lease/purchase the vehicles as described.

(Lessor)

(Lessee)

Ally Financial

Town of New Castle

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**SCHEDULE B**

Payment Schedule to the Lease Agreement dated \_\_\_\_\_.

Customer: Town of New Castle  
 Dealer: MOUNTAIN CHEVROLET LLC  
 Equipment 0: Chevrolet ck2500  
 Term: 5, Annual  
 Annual Percentage Rate: 6.24 %  
 First Payment: Advance  
 Amount Financed: \$32700.00  
 Payment Amount: \$ 7354.68  
 Total Interest: \$ 4073.40  
 End of Lease Purchase Option: \$1 per unit

| # OF PMTS MADE | PAYMENT          | CUSTOMERS BALANCE | BALANCE: PERCENT OF COST | REDUCTION IN PRINCIPAL | INTEREST ON PRINCIPAL |
|----------------|------------------|-------------------|--------------------------|------------------------|-----------------------|
| 0              | <u>\$7354.68</u> | <u>\$25345.32</u> | <u>77.51%</u>            | <u>\$7354.68</u>       | <u>\$0.00</u>         |
| 0              | <u>\$7354.68</u> | <u>\$19572.19</u> | <u>59.85%</u>            | <u>\$5773.13</u>       | <u>\$1581.55</u>      |
| 0              | <u>\$7354.68</u> | <u>\$13438.81</u> | <u>41.10%</u>            | <u>\$6133.38</u>       | <u>\$1221.30</u>      |
| 0              | <u>\$7354.68</u> | <u>\$6922.71</u>  | <u>21.17%</u>            | <u>\$6516.10</u>       | <u>\$838.58</u>       |
| 0              | <u>\$7354.68</u> | <u>\$0.01</u>     | <u>0.00%</u>             | <u>\$6922.70</u>       | <u>\$431.98</u>       |

(Lessor)  
 Ally Contract Processing Center  
 2911 Lake Vista Dr,  
 Lewisville, TX 75067

(Lessee)  
 Town of New Castle  
 801 W Main St  
 New Castle, CO 81647

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Memorandum

**To:** Mayor and Council  
**From:** Tom Baker, Town Administrator  
**Date:** August 4, 2015  
**Re:** Agreement for 2016 Website Services between AJ Design and TONC

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**Purpose:** The purpose of this item is to formalize the Town's working agreement with AJ Design regarding the Town's new website and its management and maintenance.

**Background and Discussion:** As you know the Town has invested in developing our new website, which has received and continues to receive high praise for a municipal tourism and government website. The Town developed the website as a first or foundation step in creating a way for visitors and residents to experience all that is available in the New Castle area. We termed our overall effort as "Expose New Castle" so that visitors and residents will be able to access outdoor, dining, lodging and recreation activities in our area.

Our second step is to develop a marketing strategy, which we will accomplish in 2015 and 2016. The marketing strategy will advertise New Castle in a variety of ways and direct interested people to our website for more information.

The complexity and sophistication of the website require ongoing maintenance and management to ensure that it remains visually stunning and up-to-date with current information. In addition to being a tourism website it is also our government website. Town staff update the website for all manner of government information. Town staff also add content to and maintain portions of the tourism aspect of the website. AJ Design conducts quarterly updates for technology and software improvements and maintenance, copy writing and photography, security, and other "backend" information to keep the website fresh.

AJ Design also provides hosting services.

**Financial Implications:** Staff recommends the Quarterly Updates (\$6,290.00) be funded from the Economic Development line item and the website hosting (\$756.00) is its own line item.

**Recommendation:** In order to continue providing our community with a very high quality website for tourism and government, staff recommends the Council authorize the Mayor to sign the attached agreements with AJ Design.



**ESTIMATE**

| NAME / ADDRESS  | DATE    |
|---|---------|
| Town of New Castle<br>450 West Main Street, PO Box 90<br>New Castle, Colorado 81647<br>Attention: Tom Baker, Town Manager | 7/28/15 |

**TOWN OF NEW CASTLE WEBSITE 2016 QUARTERLY UPDATES**

**ESTIMATE ON 2016 QUARTERLY UPDATES**

Hours and Cost Estimates on (4) Quarterly Updates which includes (2) Minor Updates and (2) Major Updates for a total of (4) Yearly Updates for 2016.

| DESCRIPTION  | HOURS            | ESTIMATE   |
|--|------------------|------------|
| <b>MAJOR FALL / WINTER UPDATE (TO BE DONE IN SEPTEMBER 2015)</b><br>(1) SEPTEMBER 21st Quarterly Major Update which will include Technology/Software/ Plug-ins/New Updates from WordPress/Backup for Installs/Season Change to Fall and Winter/New Photos throughout/Copy Adds/Deletes/Current News/Four Special Feature Box Information/Entire Site Checked/Fresh Home Page. Includes Coordination with Town on Information, New Copy Writing and Photography Search. If need be photography usage fees will be billed at an additional cost. | 25.0 per quarter | \$2,125.00 |
| <b>MINOR FALL / WINTER UPDATE (TO BE DONE IN JANUARY 2016)</b><br>2) JANUARY 1st Quarterly Minor Update which will include Technology/Software/ Plug-ins/New Updates from WordPress/Backup for Installs/Minor Copy and Photo Adds and Deletes.   | 12.0 per quarter | \$1,020.00 |
| <b>MAJOR SPRING / SUMMER UPDATE (TO BE DONE IN MARCH 2016)</b><br>3) MARCH 21st Quarterly Major Update which will include Technology/Software/ Plug-ins/New Updates from WordPress/Backup for Installs/Season Change to Spring and Summer/New Photos throughout/Copy Adds/Deletes/Current News/Four Special Feature Box Information/Entire Site Checked/Fresh Home Page. Includes Coordination with Town on Information, New Copy Writing and Photography Search. If need be photography usage fees will be billed at an additional cost.      | 25.0 per quarter | \$2,125.00 |
| <b>MINOR SPRING / SUMMER UPDATE (TO BE DONE IN JUNE 2016)</b><br>4) JUNE 21st Quarterly Minor Update which will include Technology/Software/ Plug-ins/New Updates from WordPress/Backup for Installs/Minor Copy and Photo Adds and Deletes.  | 12.0 per quarter | \$1,020.00 |
| <b>POSSIBLE "ADD ON" FEATURES</b><br>5) Example: GPS mapping for Parks/Trails/Open Space/Etc., which Kim Ryder has been working on. Cost will depend on what we are given to work with. Plus, other possible neat features to "Add On" to make website more interactive. Would need to price and give estimate for setup, install and possibly Staff training time.  | TBD              | TBD        |
| <b>WORDPRESS SECURITY UPDATES</b><br>6) We have had 2 Security Updates which were sent by WordPress in the last few months. We cannot predict when these might happen or how long they will take to install. By doing regularly scheduled quarterly updates, we hopefully, will be able to avoid extra updates unless the update is needed immediately for security reasons. These updates would be crucial in order to keep the Town's website secure. Any extra WordPress security updates will be billed hourly at \$85.00 per hour.        | TBD              | TBD        |

\*Estimated cost for (4) yearly updates is approximately \$524.00 per month

**Total 74 Hours x \$85.00 per hour \$6,290.00\***

Thank you for the opportunity to present this estimate. Prices may not be final and may not include shipping, tax, additional changes, domain registration, final printing or other incidentals. Deposit of 50% to begin scheduling of your project is appreciated. If at the time of billing we do not receive payment within 30 days, Client is liable for any and all collection costs on the balance due for products or services rendered, and the collection fee will be added to the account.

AGREED AND ACCEPTED BY  
 AJ Design & Associates Ann J. Stuckev Date 7/28/15  
 Client Signature \_\_\_\_\_ Date \_\_\_\_\_



**ESTIMATE**

| NAME / ADDRESS  | DATE    |
|---|---------|
| Town of New Castle<br>450 West Main Street, PO Box 90<br>New Castle, Colorado 81647<br>Attention: Tom Baker, Town Manager | 7/28/15 |

**TOWN OF NEW CASTLE WEBSITE HOSTING FOR 2016**

**TOWN OF NEW CASTLE 2016 ANNUAL WEBSITE HOSTING FOR 1 YEAR**

| DESCRIPTION | HOURS | ESTIMATE |
|-------------|-------|----------|
|-------------|-------|----------|

|  |  |          |
|--|--|----------|
| TOWN OF NEW CASTLE 2016 ANNUAL WEBSITE HOSTING FOR 1 YEAR DUE JANUARY 1, 2016.<br><br>HOSTING COST HAS STAYED THE SAME AS 2015, NO INCREASE. |  | \$756.00 |
|--|--|----------|

**Total \$756.00**

Thank you for the opportunity to present this estimate. Prices may not be final and may not include shipping, tax, additional changes, domain registration, final printing or other incidentals. Deposit of 50% to begin scheduling of your project is appreciated. If at the time of billing we do not receive payment within 30 days, Client is liable for any and all collection costs on the balance due for products or services rendered, and the collection fee will be added to the account.

AGREED AND ACCEPTED BY Ann J. Stuckey Date 7/28/15  
 AJ Design & Associates

Client Signature \_\_\_\_\_ Date \_\_\_\_\_