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**New Castle Town Council Meeting
Tuesday, July 5, 2016, 7:00 p.m.**

Call to Order

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

Pledge of Allegiance

Roll Call

- | | |
|---------|---------------------|
| Present | Councilor Metzger |
| | Councilor Owens |
| | Mayor A Riddile |
| | Councilor Breslin |
| | Councilor Leland |
| | Councilor G Riddile |
| Absent | Councilor Hazelton |

Also present at the meeting was Town Administrator Tom Baker, Town Clerk Melody Harrison, Police Chief Tony Pagni and members of the public. Town Clerk Melody Harrison told the council that Councilor Hazelton had send an e-mail requesting his absence be excused.

MOTION: Mayor A Riddile made a motion to excuse Councilor Hazelton. Councilor Leland seconded the motion and it passed unanimously.

Meeting Notice

Town Clerk Melody Harrison verified that her office gave notice of the meeting in accordance with Resolution TC-2016-1.

Conflicts of Interest

There were no conflicts of interest.

Agenda Changes

Clerk Harrison told the council that staff wanted to remove item E, which was the ballot question related to Senate Bill 16-152 Broadband Opt-Out. Staff would bring it back to council at the next meeting with more thorough information. The council agreed.

Citizen Comments on Items not on the Agenda

There were no citizen comments.

Consultant Reports

Consultant Attorney – present for agenda items.

1 Consultant Engineer – not present.

2

3

4 **Items for Consideration**

5

6 **Representative Bob Rankin**

7 The council greeted State Representative Bob Rankin. Rep. Rankin thanked the
8 council for the opportunity to speak with them. He also thanked the council for their
9 service to their community, stating that town councils and committees was where
10 things were accomplished.

11 Rep. Rankin described his tenure as a representative, and of the various
12 committees he was involved in.

13 Rep. Rankin told the council that one issue he was concerned about was severance
14 tax. Over the past nine years, the state had swept over \$400m of severance tax
15 monies into the state's general fund. He said that fifty percent of severance funds
16 went to the Department of Natural Resources to fund their programs. The
17 remaining fifty percent went to the Department of Local Affairs (DOLA), and they
18 distributed it in two ways. One was a direct distribution, and that was based on how
19 many residents in the county worked for oil & gas. The other was through a grant
20 program. Rep. Rankin said that severance taxes were down approximately sixty
21 percent, which meant that the direct distributions would be down. Additionally, the
22 Supreme Court had ruled in favor of one oil company in terms of deductions they
23 could take from the severance taxes they pay, based on their property taxes. It
24 looked as though it could equal one-hundred million dollars, but the department
25 could not provide an estimate. Unfortunately, the August grant cycle for the DOLA
26 grants was on hold. Rep. Rankin said that because he represented a county that
27 was more affected than any other county by oil and gas, he was working to remove
28 the hold on the grants. He said the Joint Budget Committee would hold a special
29 meeting in July to discuss it.

30 Rep. Rankin told the council he was also concerned about insurance rates. Primarily
31 private insurance. People were having their policies cancelled, and rates were
32 expected to increase twenty percent. Garfield County fell into the most expensive of
33 the nine rate regions in Colorado. He said he and a bipartisan group were proposing
34 a bill to create a single, state-wide rate for insurance throughout Colorado. There
35 were states that had it, and they would work hard towards achieving the single
36 rate.

37 Rep. Rankin said that he was concerned about education funding. He felt that the
38 distribution was not fair to the districts in Garfield County, and that the school
39 finance system was not balanced throughout Colorado. He wanted the distribution
40 formula reconsidered, to provide an equal opportunity to children, equally across
41 the state.

42

43 Rep. Rankin told the council that he wanted the legislature to consider a Medicaid
44 Reform. The reason was because there were over one million Medicaid members in
45 the state, and the cost of the program increased approximately 8% annually, but
46 revenue from the program was only 3 to 4%. There was not enough revenue to
47 match the growth of Medicaid, so Medicaid ate into the budgets for education and
48 transportation. Rep. Rankin felt that it was an unsustainable problem and he said
49 he would push for the legislature to address it.

1 Rep. Rankin said the last issue that he was working on was economic development
2 for the area.

3
4 Mayor A Riddile asked what Rep. Rankin's thoughts were for Medicaid reform. Rep.
5 Rankin said the main idea was an affordable care cooperative, where an
6 organization such as Rocky Mountain Health Care was paid to manage the entire
7 western region. Managing Care reduced emergency room and unnecessary medical
8 expenses dramatically. A small number of Medicaid members used the majority of
9 Medicaid dollars. He said he would propose four Medicaid Reform bills to the 2016-
10 2017 legislature.

11
12 Councilor Metzger asked Rep. Rankin to explain the bill on snow tires, which he did,
13 and said he would not propose it again.

14
15 Mayor A Riddile told Rep. Rankin of the Pyro Memorial Dedication on September 10,
16 2016 and gave him an invitation.

17
18 The council thanked Rep. Rankin for coming. Rep. Rankin gave each councilor his
19 business card and told them to contact him if they needed anything.

20 21 22 **Tour De Farm Funding Request**

23 Administrator Baker introduced Sharie Prow with Mount Sopris Conservation
24 District. He said it was the second year for the event, and there were three farms
25 on the route. Administrator Baker said that staff recommended a contribution of
26 \$250.00.

27 Ms. Prow explained that the Conservation District had partnered with LiveWell and
28 other organizations for the Tour De Farms for the second year. The event was to
29 educate local people on their rural community and healthy eating. The ride will start
30 and end in New Castle, and lunch will be at one of the local restaurants with some
31 of the food donated by the local farms. The first ride had been done in Carbondale
32 in 2015, and there were 49 participants. The goal for the 2016 tour was sixty
33 participants. Ms. Prow described the route and what farms would be visited.

34 Councilor Metzger said she had reviewed the proposed budget, and saw that \$500
35 would be spend on t-shirts, and \$250 on glasses. She felt that buying t-shirts and
36 glasses was not appropriate because the items were not useful, and particularly
37 because they were asking for a contribution from the town. Ms. Prow said the
38 glasses were commemorative and had logos on them. She agreed that New Castle's
39 logo could be put on the glasses.

40 Greg Russi, 271 Buckthorn Road. Mr. Russi told the council that he had taken the
41 tour in 2015, and the educational component was quite amazing. He said they
42 learned about sustainable agriculture. When he heard that the 2016 ride would be
43 in New Castle he thought it a fabulous opportunity for the town since New Castle
44 felt they were the organic capital of the area. He felt the focus should be the
45 education piece.

46 Ms. Prow said that the ride would showcase large and small acreage farms.

47
48 **MOTION: Councilor A Riddile made a motion to approve a contribution to**
49 **the Tour De Farms of \$250.00 with the condition that the town logo was**

1 placed on the commemorative glasses and t-shirts. Councilor Leland
2 seconded the motion and it passed with Councilor Metzger voting no.
3
4

5 **Consider Resolution TC-2016-9 – Regarding Xcel Energy Request for Ballot**
6 **Question**

7 Kelly Flenniken, Area Manager for Xcel Energy, and Dudley Spiller, Attorney for Xcel
8 Energy introduced themselves to the council.

9 Assistant Town Attorney Haley Carmer told the council that Xcel was asking for the
10 council to refer a measure to the ballot to approve a twenty-year franchise
11 agreement. The New Castle Home Rule Charter allowed the council to approve a
12 franchise agreement for up to five years, and the voters could only approve a
13 franchise agreement for up to twenty years. Attorney Carmer said she and Mr.
14 Spiller had worked through the franchise agreement which set all the terms and
15 conditions of the franchise, benefitting both the town and Xcel. Attorney Carmer
16 said that the current franchise agreement expired in November. Xcel generally
17 maintained twenty-year agreements with the municipalities throughout the state.
18 Because the council could not approve the twenty years, Xcel was asking the
19 council to voluntarily refer the issue to the voters via ordinance. If the council
20 denied the request, Xcel could move forward with an initiative process to place the
21 issue on the November ballot.

22 Attorney Carmer said that the only remaining issue was the twenty-year term
23 because she and Mr. Spiller had substantively negotiated the agreement itself. If
24 Xcel had moved forward with the initiative process, they would use their standard
25 franchise agreement, not the negotiated one.

26 Ms. Flenniken addressed the council saying she would try to address the concerns
27 regarding a long-term agreement. First, she said the franchise agreement set forth
28 the terms and conditions under which Xcel will use Town streets and other Town
29 property for placing utility facilities serving the citizens of New Castle. The
30 agreement assured a cooperative, reliable and efficient working relationship. Ms.
31 Flenniken said it was important that the agreement provided for the long-term
32 commitment of both parties. Utilities provide a capital-intensive service with long-
33 term investment windows. The absence of formalized, long-term agreements such
34 as franchise agreements would prompt lenders to charge higher interest rates, and,
35 in general, cause utilities to sacrifice some of the efficiency of long-term planning.
36 The result would most certainly be higher customer bills and less reliable service.
37 Twenty-year agreements provided certainty to ensure that neither side had to
38 piecemeal a plan or make investment decisions that would adversely impact rates.
39 In addition, Ms. Flenniken said that the franchise agreement called for a three
40 percent franchise fee to be paid to the town. The fee was a direct income to New
41 Caste that came from sales within town. Towns that did not have franchise
42 agreements do not receive a franchise fee. The Town of New Castle had received
43 over \$94K in 2015. She said the documents in the packet itemized other taxes that
44 Xcel paid to the town as well.

45 Ms. Flenniken said that Xcel had to refer a franchise agreement to the voters in the
46 City of Pueblo in 2016. The situation was similar to New Castle's, and the measure
47 was approved with seventy percent of the voters in favor.

48 Councilor Breslin told Ms. Flenniken and Mr. Spiller that the town had a solar array
49 on the public works building. He said that Xcel obligated the power generated by

1 the array to remain on site. Councilor Breslin asked if it would be possible to
2 renegotiate it so the power could be used off site at the town's wastewater plant.
3 Ms. Flenniken said she did not have an answer to that question, but would get one
4 for the council.

5 Councilor Breslin asked what would happen to rates if the Crain Power Plant were
6 shut own. Ms. Flenniken said she did not believe there were any plans to shut Craig
7 down. Mr. Spiller said that the rates were set by the Public Utilities Commission
8 (PUC) and neither he nor Ms. Flenniken could answer the question.

9 Councilor Leland asked Attorney Carmer to brief the council on the negotiated
10 points in the franchise agreement.

11 Attorney Carmer said one of the first things was improving the coordination process
12 so that there was more communication between the town and Xcel. The other main
13 item was related to the use and protection of town property and public utility
14 easements. There was also a provision for undergrounding utilities in alleyways and
15 access easements.

16 Attorney Carmer asked what would happen if the voters did not approve a twenty-
17 year contract. Mr. Spiller said he did not know what the Company would do, but
18 they could operate without a franchise, which was within the PUC law. He said they
19 could negotiate something else and try again with the voters. Mr. Spiller said that
20 the company had not made any decision about what would happen if the voters did
21 not approve the twenty-year franchise agreement.

22 Councilor Leland said that if Xcel was allowed to operate without a franchise, then
23 they would not pay the town the 3%. Mr. Spiller said that there was an obvious
24 public relations and political component to everything Xcel did. It was not a forgone
25 conclusion that if the franchise was defeated by the voters, that Xcel would simply
26 operate without a franchise. It was also not a certainty that Xcel wouldn't operate
27 without a franchise either. Councilor Leland said that without a franchise, Xcel
28 would not have the right to use public land. Ms. Flenniken said the relationship
29 would become very transactional. Councilor Leland said the town would have to
30 charge Xcel rent and it could become very complicated. Mr. Spiller said it was a
31 very grey area, and one that Xcel did not want to approach.

32 Administrator Baker said that he felt the dilemma was that at the time of the
33 creation and voter approval of the home rule charter, there were very strong
34 feelings about the five-year limit to franchise agreements.

35 Mr. Spiller said he could not understand what the opposition was to the twenty-year
36 agreement and how anyone thought it would it change the use of public rights of
37 way. The use would always be the same, and the franchise agreement term was to
38 set forth a platform that ensures Xcel and the town would coordinate their
39 activities. Ms. Flenniken said she was in regular contact with Public Works Director
40 John Wenzel. She said that part of her job was to establish a good, positive working
41 relationship with the communities she represented.

42 Councilor G Riddile asked if Xcel had ever needed to initiate a petition in Colorado.
43 Mr. Spiller said not that he knew of.

44 Councilor Leland confirmed that the town was still on the LED streetlight upgrade
45 program, and Ms. Flenniken agreed.

46 Councilor Leland said that what could change in twenty years was Xcel, their
47 employees and public relations policies. The five-year limit was a protection for the
48 town. Mr. Spiller said he felt the five year limit was wasn't to prevent Xcel from
49 having a twenty year contract, rather, he felt the people were saying that they

1 wanted to be the ones who would decide on a twenty year contract. Mr. Spiller said
2 it was the responsibility of the PUC to regulate Xcel, not the town. The PUC would
3 not let them do shoddy work and provide poor service.

4 Administrator Baker posed a hypothetical scenario in which the town wanted
5 increase the franchise fee to accommodate a voter-approved measure to assist with
6 energy-efficiency, and asked how the franchise agreement would handle that. Mr.
7 Spiller said that the franchise agreement set the fee at 3% and that could not
8 change. He felt that most communities did not want the fee to go up, because it
9 showed on the consumer bills, and consumers did not like increases. Additionally,
10 Xcel would not be allowed to treat different communities differently. There was a
11 single, state-wide rate, and an increase would have to be across the board. He said
12 all the franchises were the same everywhere.

13 Administrator Baker asked if there were broad community support for an increase
14 in the fee, and that came during the term of the franchise agreement, if it could be
15 considered. Mr. Spiller said if there company-wide there was consensus, then it was
16 likely an amendment could be done.

17 Administrator Baker said that the franchise fee could really only be negotiated at
18 the renewal of the franchise agreement, and although the fees were typically only
19 discussed at renewal. He felt that the energy situation was very fluid, and there
20 could be community need to reconsider the franchise fee. Mr. Spiller said the town
21 could always proposed a tax to the voters.

22 Ms. Flenniken said Xcel had a program called Partners in Energy, and she was
23 working on the program with Garfield Clean Energy, and they were looking at a
24 county-wide program. Ms. Flenniken said the LED lights would also be installed in
25 2016.

26
27 **MOTION: Mayor A Riddile made a motion to approve Resolution TC-2016-9,**
28 **A Resolution of the Town of New Castle Town Council Referring to the**
29 **Voters of New Castle on November 8, 2016 a Measure to Approve an**
30 **Ordinance Granting an Electric and Gas Franchise to Public Service**
31 **Company of Colorado for a Period of 20 Years. Councilor Metzger**
32 **seconded the motion. Councilors Metzger, Leland and Breslin voted yes.**
33 **Mayor A Riddile, Councilors Owens and G Riddile voted no. The motion**
34 **failed.**

35
36 Mayor A Riddile thanked Xcel Energy for coming in.

37
38
39 **Consider Resolution TC-2016-10 – Supporting a Grant Application for the**
40 **LoVa Trail, and Request to Use LiveWell Funds for the Grant Match**

41 Administrator Baker told the council that there was an opportunity to get the
42 Canyon Creek to South Canyon portion of the LoVa Trail planned. Staff also had
43 ideas on how to obtain the match funds.

44 Using a large map, Greg Russi and Town Engineer Jeff Simonson indicated the
45 areas where Glenwood Springs intended to place their section of the LoVa Trail from
46 West Glenwood to South Canyon. He clarified the three sections of trail according to
47 the funding programs and agencies managing the fund applications.

48 Mr. Russi said he had located a grant program with CDOT called Transportation
49 Alternative Program (TAP) of which there were funds of approximately 1.5 million

1 designated for western Colorado. The trail segment for New Castle was actually not
2 New Castle land, but Garfield County Land, and it did not make sense for New
3 Castle to take on the responsibility for it, so the answer was a partnership. This
4 would be particularly helpful at construction because the town would not be able to
5 obtain the necessary construction funding alone. Partnering with RFTA, Garfield
6 County and Glenwood Springs was the most appropriate and effective way to get
7 the monies needed. LiveWell had allowed the town to reallocate grant monies
8 towards the project, and Mr. Russi said he has asked both Glenwood and RFTA for
9 \$5k each. If the county chose to contribute \$5k, the town would only have to
10 contribute \$20 to total the \$35,020.00 match for the TAP grant.

11 Engineer Simonson reviewed some of the engineering aspects of the trail, including
12 the possible locations for the trail and the various requirements for permitting, and
13 engineering for each.

14 Administrator Baker said that if the council approved using the LiveWell funds, it
15 would leave the trail from River Park to the pedestrian bridge unfunded. He said
16 staff felt they could apply for a mini-grant for that in August. Staff also felt that
17 committing the LiveWell funds to the LoVa Trail showed the town's commitment to
18 LoVa.

19 Mr. Russi asked the council to review the Resolution because it committed the town
20 to the \$35,020.00 match, and outlined where the funds would come from provided
21 he was successful in securing the partnerships with other agencies. Councilor
22 Leland said that he had spoken with the new Garfield RE2 School Superintendent,
23 Dr. Curtace, and he indicated that the school district would also be in support of the
24 trail. Councilor Leland felt they could be a financial partner at the time that the
25 LoVa Trail was built near Coal Ridge High School.

26 Councilor G Riddile asked if the town was prepared in the event an environmental
27 analysis was required. Engineer Simonson said that the planning process would
28 define the scope of work.

29

30 **MOTION: Mayor A Riddile made a motion to approve Resolution TC-2016-**
31 **10, A Resolution of the Town of New Castle Town Council Supporting the**
32 **Application for a Transportation Alternatives Program (TAP) Grant From**
33 **the Colorado Department of Highways (CDOT) for Trails Planning and**
34 **Design. Councilor Breslin seconded the motion.**

35 Discussion: Mr. Russi said he may amend the resolution and bring it back to the
36 council if the funding items change. Administrator Baker said that once they had
37 firm commitments, if there were any adjustment to the funding they would come
38 back to the council with another resolution.

39 **The motion passed unanimously.**

40

41

42 ~~Consider Ballot Question Related to SB152 Broadband Opt Out~~ *Removed*
43 *from the Agenda.*

44

45 **Consider Matching Funds with the Board of County Commissioners for**
46 **Public Safety Vehicles**

47 Administrator Baker said that staff recommended authorizing a match of
48 \$45,000.00 to the County's grant of \$45,000.00. The town will auction off vehicles
49 to supplement the funding of two new vehicles for the police department.

1 Councilor G Riddile asked what the town's reserves were. Administrator Baker said
2 they were approximately \$740k.

3 **MOTION: Mayor A Riddile made a motion to approve an expenditure of**
4 **\$45,000.00 matching the BOCC grant of \$45,000.00 for two new public**
5 **safety vehicles, and supplementing the purchase with the police vehicle**
6 **auction proceeds and the existing budget. Councilor Owens seconded the**
7 **motion and it passed unanimously.**

8
9
10 **Kuersten Letters: Formal Letter Cancelling Contract & Letter of**
11 **Appreciation**

12 Administrator Baker thanked Councilor Leland for editing the letter of appreciation
13 to the Kuersten family. He said that the council had worked hard to reach the
14 wellness campus goal but that the market unfortunately would not support it.
15 Administrator Baker asked the council to consider approving the letter from
16 Attorney McConaughy cancelling the contract.
17 Councilor Leland said felt that because the council had entered into the option to
18 buy contract by motion that they should motion to end the contract as well. The
19 council agreed.

20 **MOTION: Councilor Leland regretfully made a motion to end the option to**
21 **buy contract with the Kuersten family. Mayor A Riddile seconded the**
22 **motion and it passed unanimously.**

23
24 **Ordinance TC-2016-2 – 2015 Supplemental Budget (second reading)**

25 **MOTION: Councilor Leland made a motion to approve Ordinance TC-2016-2**
26 **– An Ordinance of the Town of New Castle, Colorado summarizing**
27 **additional expenditures for the General Fund and adopting a supplemental**
28 **budget for the Town of New Castle, Colorado, for the calendar year**
29 **beginning on the first day of January, 2015 and ending on the last day of**
30 **December, 2015 on second reading. Mayor A Riddile seconded the motion**
31 **and it passed on a roll-call vote: Councilor Graham Riddile: yes; councilor**
32 **Mary Metzger: yes; Councilor Frank Breslin: yes; Mayor Art Riddile: yes;**
33 **Councilor Scott Owens: yes and Councilor Bruce Leland: Yes.**

34
35 **Consent Agenda**

36 Minutes of the June 21, 2016 council meeting

37 June Bills of \$446,414.20

38 Resolution TC-2016-11 – Naming Hills

39 Resolution TC-2016-12 – Renaming S. B Avenue

40 **MOTION: Councilor Breslin made a motion to approve the consent agenda.**
41 **Councilor G Riddile seconded the motion and it passed unanimously.**

42
43
44 **Staff Reports**

45 Town Administrator – Administrator Baker said that Mike Miller offered his thanks to
46 the crew who mowed the cemetery for Memorial Day and July 4. He was very
47 appreciative. He said he sent dates to the council to consider for the retreat, and
48 asked that they let him know what worked best for them. Mayor A Riddile
49 encouraged everyone to reply as soon as possible. Administrator Baker told

1 Councilor Metzger that he would provide the P&Z with some resources to
2 brainstorm on the comprehensive plan prior to the joint meeting with the council.
3 Councilor Breslin felt it may be appropriate to consider the south alley as an area to
4 improve in the comp plan discussions. The council agreed. Administrator Baker said
5 that Parks department staff would look at the weed issues on Mt. Medaris.
6 Town Clerk – Clerk Harrison told the council that Councilor Metzger had asked
7 about attendance requirements for the Planning & Zoning Commission. She said
8 that the code was silent on attendance for P&Z members, although it did say there
9 was a requirement that one meeting per month must be held. The code also said
10 that a P&Z member may only be removed by the council for cause. Clerk Harrison
11 said that the Mayor's pictures would be rehung in chambers, and that staff was
12 looking for someone to do that. Councilor Metzger said her husband could look at it.
13 Clerk Harrison said that Attorney McConaughy would provide a council orientation
14 class at the next council meeting. She also said that the panic buttons in chambers
15 and the admin office would be repaired the following day.
16 Councilor Owens asked how the committee attendance issue could be helped.
17 Administrator Baker said a code amendment could be done, but that in the
18 meantime, Councilor Metzger could speak with the chair of P&Z.
19 Town Planner – not present
20 Public Works Director – not present

21 **Commission Reports**

22 Planning & Zoning Commission – nothing to report
23 Historic Preservation Commission – nothing to report
24 Climate Action Advisory Committee – nothing to report
25 Senior Program – nothing to report
26 RFTA – nothing to report
27 AGNC – Councilor Breslin said that the legislative session had ended well.
28 GCE – nothing to report
29
30

31 **Council Comments**

32 Councilor Metzger asked what the rules were regarding fireworks. Clerk Harrison
33 told the council that fireworks were addressed in chapter 9.72 of the municipal
34 code.
35 Councilor Metzger passed out a letter that she had been sent regarding crosswalks.
36 Administrator Baker said the item could come back for discussion at a future
37 meeting.
38 Councilor Metzger asked what would happen with Xcel. The council briefly discussed
39 what Xcel's options were to obtain a twenty-year franchise agreement.
40 Councilor Metzger gave everyone a copy of her report of the clean-up day
41 organized by the Downtown Group.
42 Administrator Baker said he had walked Rodreick Lane and it looked great. He said
43 he knew that some rearranging had to be done to accommodate unforeseen
44 complications, but that it had been done well, and Councilor Metzger should be
45 proud of the accomplishment.
46 Councilor Owens thanked the council for their patience with him. He asked id there
47 was an affordable housing committee. Clerk Harrison said there was and that the
48 committee met as needed. Administrator Baker said that P&Z had recently brought
49 up affordable housing, and Mayor A Riddile said it had been discussed at the

1 Mayor's meetings as well. Councilor Owens said that the cost of living on the Front
2 Range was easily 7% less than Garfield County, and, there was affordable health
3 care there too. Administrator Baker said that the affordable housing should be part
4 of the comprehensive plan discussions.
5 Mayor A Riddile reminded the council that they had been given a book on ethics,
6 and he encouraged everyone to read it.
7 Mayor A Riddile passed out the lemonade stand schedule for the community
8 market.
9 Councilor Breslin apologized to the council for his recent absences.
10 Councilor Leland said that he had seen a large group of people with flashlights
11 coming down Mt. Medaris after the fireworks and it was really neat to see.
12 Councilor Leland said that the Downtown Group had painted the gazebo and it
13 looked very good.
14 Councilor Leland asked if everyone thought the council should wear their name
15 badges for every event they went to and the council liked the idea.
16 Councilor Leland said he had received a strange letter regarding waterline
17 responsibility, and it looked very official and as though the town had sent it. The truth
18 was that it was an insurance company soliciting business for waterline insurance.
19 Councilor G Riddile said that he had recently experienced the need to call the police
20 department and he not received a call back. He felt that they should return calls
21 and asked that the issue be addressed. Administrator Baker said he would speak
22 with the chief.
23 Councilor G Riddile said that the trail on Prendergast Hill was almost complete.
24

25 **MOTION: Councilor Breslin made a motion to adjourn. Mayor A Riddile**
26 **seconded the motion and it passed unanimously.**

27
28 The meeting adjourned at 9:45 p.m.

29
30 Respectfully submitted,

31
32
33
34 _____
Mayor Art Riddile

35
36 _____
37 Town Clerk Melody Harrison, CMC

38

TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - July 2016

7/2016 INVOICES PAID	1,132,297.00
VIX PARK LOAN PAYMENT	5,129.61
NET PAYROLL (2)	101,755.15
IRS EFTPS (2)	34,305.04
CAFÉ PLAN REIMBURSEMENTS	1,508.48
CREDIT CARD FEES	<u>707.63</u>
7/2016 TOTAL PAYMENTS	<u>\$ 1,275,702.91</u>

LESS CAPITAL EXPENDITURES *	(15,516.68)
LESS CHARGE-BACKS **	(1,345.00)
LOAN PAYMENTS/DEPOSIT REFUNDS	<u>(316,084.57)</u>

7/2016 OPERATING EXPENSES: 942,756.66

*** CAPITAL:**

Ally Financial	15,051.68
SGM	<u>465.00</u>
Total	<u>15,516.68</u>

****CHARGE-BACKS:**

SGM	<u>1,345.00</u>
Total	<u>1,345.00</u>

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
166	Action Shop	S192591	weed eating line-pks	07/07/2016	119.98	.00	119.98	45208	07/26/2016
Total 166:					119.98	.00	119.98		
221	AFLAC	139603	cafe plan ins-bldg/planning	07/12/2016	134.50	.00	134.50	45207	07/26/2016
		139603	cafe plan ins-admin	07/12/2016	154.91	.00	154.91	45207	07/26/2016
		139603	cafe plan ins-ps	07/12/2016	319.18	.00	319.18	45207	07/26/2016
		139603	cafe plan ins-rec	07/12/2016	25.15	.00	25.15	45207	07/26/2016
		139603	cafe plan ins-pks	07/12/2016	31.88	.00	31.88	45207	07/26/2016
		139603	cafe plan ins-sts	07/12/2016	80.30	.00	80.30	45207	07/26/2016
		139603	cafe plan ins-water	07/12/2016	236.90	.00	236.90	45207	07/26/2016
		139603	cafe plan ins-w/water	07/12/2016	154.43	.00	154.43	45207	07/26/2016
Total 221:					1,137.25	.00	1,137.25		
281	AIS Industrial & Constructi	632361-00	tap tool-water distr.	06/24/2016	2,700.00	.00	2,700.00	45144	07/08/2016
		632564-00	copper anti sieze brush-water	06/24/2016	55.20	.00	55.20	45144	07/08/2016
		634525-00	adapters,saw blades-water	07/12/2016	311.36	.00	311.36	45208	07/26/2016
Total 281:					3,066.56	.00	3,066.56		
398	Ally Financial <i>leases</i>	0130001705	2015 pickup pmt-pks	07/14/2016	7,354.68	.00	7,354.68	45209	07/26/2016
		0130001705	2015 pickup pmt-sts	07/14/2016	7,697.00	.00	7,697.00	45209	07/26/2016
Total 398:					15,051.68	.00	15,051.68		
406	Alpine Bank	100855 7/16	bleach,suppliea-water distr.	07/10/2016	82.85	.00	82.85	45210	07/26/2016
		100855 7/16	lab supplies-w/ntp	07/10/2016	75.34	.00	75.34	45210	07/26/2016
		104337 7/16	field paint-rec	07/10/2016	123.42	.00	123.42	45210	07/26/2016
		109260 7/16	business cards-ps	07/10/2016	129.85	.00	129.85	45210	07/26/2016
		109260 7/16	training-ps	07/10/2016	400.00	.00	400.00	45210	07/26/2016
		18511 7/16	postage-water	07/10/2016	33.00	.00	33.00	45210	07/26/2016
		18511 7/16	postage-w/water	07/10/2016	6.70	.00	6.70	45210	07/26/2016
		23586 7/16	brake pad 09' charger-ps	07/10/2016	23.74	.00	23.74	45210	07/26/2016
		26324 7/16	training meal-w/water	07/10/2016	19.77	.00	19.77	45210	07/26/2016
		26324 7/16	training motel-w/water	07/10/2016	194.10	.00	194.10	45210	07/26/2016
		26324 7/16	training meal-w/water	07/10/2016	14.81	.00	14.81	45210	07/26/2016
		27744 7/16	meeting meal-admin	07/10/2016	31.67	.00	31.67	45210	07/26/2016
		27744 7/16	director discuss-rec	07/10/2016	52.01	.00	52.01	45210	07/26/2016
		27744 7/16	emergency plan meeting-ad	07/10/2016	34.20	.00	34.20	45210	07/26/2016
		43188 7/16	7/16 fax line chgs-admin	07/10/2016	52.95	.00	52.95	45210	07/26/2016
		43188 7/16	efile cabinet training-admin	07/10/2016	219.20	.00	219.20	45210	07/26/2016
		43188 7/16	lodging clerk academy-ad	07/10/2016	157.85	.00	157.85	45210	07/26/2016
		48864 7/16	efile class refund-admin	07/10/2016	299.00	.00	299.00	45210	07/26/2016
		55323 7/16	oil chg 2010 explorer-ps	07/10/2016	21.00	.00	21.00	45210	07/26/2016
		55323 7/16	brake repair 08' f150-ps	07/10/2016	44.63	.00	44.63	45210	07/26/2016
		55976 7/16	training -water	07/10/2016	160.00	.00	160.00	45210	07/26/2016
		55976 7/16	training-w/water	07/10/2016	160.00	.00	160.00	45210	07/26/2016
		62972 7/16	postage expense-ps	07/10/2016	19.41	.00	19.41	45210	07/26/2016
		65405 7/16	meals-admin	07/10/2016	88.58	.00	88.58	45210	07/26/2016
		65405 7/16	postage expense-ps	07/10/2016	6.47	.00	6.47	45210	07/26/2016
		69646 7/16	accting dues-admin	07/10/2016	99.00	.00	99.00	45210	07/26/2016
		69646 7/16	lien release- water	07/10/2016	11.30	.00	11.30	45210	07/26/2016
		69646 7/16	calculator-water	07/10/2016	27.00	.00	27.00	45210	07/26/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		69846 7/16	accting dues-water	07/10/2016	50.00	.00	50.00	45210	07/26/2016
		69846 7/16	seminar meal-admin	07/10/2016	6.77	.00	6.77	45210	07/26/2016
		69846 7/16	calculator-w/water	07/10/2016	26.99	.00	26.99	45210	07/26/2016
		69846 7/16	accting dues-w/water	07/10/2016	50.00	.00	50.00	45210	07/26/2016
		72682 7/16	training meals-ps	07/10/2016	32.79	.00	32.79	45210	07/26/2016
		72682 7/16	digital voice recorders-ps	07/10/2016	82.44	.00	82.44	45210	07/26/2016
		72682 7/16	brake repair 08' explorer-ps	07/10/2016	174.33	.00	174.33	45210	07/26/2016
		76907 7/16	connectors- pks irrig.	07/10/2016	64.99	.00	64.99	45210	07/26/2016
		77855 7/16	back-up computer battery-PS	07/10/2016	99.99	.00	99.99	45210	07/26/2016
		77855 7/16	uniform shirts-ps	07/10/2016	103.98	.00	103.98	45210	07/26/2016
		77855 7/16	phone case-ps	07/10/2016	39.07	.00	39.07	45210	07/26/2016
		77855 7/16	engive oil-ps	07/10/2016	58.88	.00	58.88	45210	07/26/2016
		77855 7/16	graphic eraser wheel-ps	07/10/2016	101.63	.00	101.63	45210	07/26/2016
		77855 7/16	bike rodeo -ps	07/10/2016	740.65	.00	740.65	45210	07/26/2016
		77855 7/16	bike rodeo -ps	07/10/2016	12.08	.00	12.08	45210	07/26/2016
		87672 7/16	birthday cards-admin	07/10/2016	12.81	.00	12.81	45210	07/26/2016
		87672 7/16	birthday cards-admin	07/10/2016	9.11	.00	9.11	45210	07/26/2016
		87672 7/16	colorow trail signs-admin	07/10/2016	11.91	.00	11.91	45210	07/26/2016
		87672 7/16	tissues-T/h	07/10/2016	9.99	.00	9.99	45210	07/26/2016
		87672 7/16	thank you cards-admin	07/10/2016	3.42	.00	3.42	45210	07/26/2016
		87672 7/16	postage-admin	07/10/2016	15.04	.00	15.04	45210	07/26/2016
		87672 7/16	lunch-admin	07/10/2016	36.00	.00	36.00	45210	07/26/2016
		87672 7/16	sr adv board breakfast	07/10/2016	50.00	.00	50.00	45210	07/26/2016
		87672 7/16	sr adv board breakfast	07/10/2016	14.96	.00	14.96	45210	07/26/2016
		87672 7/16	pio meeting meal-admin	07/10/2016	32.59	.00	32.59	45210	07/26/2016
		87672 7/16	pio meeting meal-admin	07/10/2016	8.57	.00	8.57	45210	07/26/2016
		87672 7/16	sign,tissues,water-admin	07/10/2016	45.04	.00	45.04	45210	07/26/2016
		87672 7/16	scale-comm garden	07/10/2016	19.95	.00	19.95	45210	07/26/2016
		87672 7/16	fire station open house-admin	07/10/2016	8.51	.00	8.51	45210	07/26/2016
		87672 7/16	many cultures supplies-special	07/10/2016	26.34	.00	26.34	45210	07/26/2016
		87672 7/16	snap program supplies-admin	07/10/2016	38.48	.00	38.48	45210	07/26/2016
		87672 7/16	birthday cards-ps	07/10/2016	8.17	.00	8.17	45210	07/26/2016
		87672 7/16	retirement card-rec	07/10/2016	5.40	.00	5.40	45210	07/26/2016
		87672 7/16	sympathy card-rec	07/10/2016	2.50	.00	2.50	45210	07/26/2016
		87672 7/16	birthday cards-pks	07/10/2016	2.04	.00	2.04	45210	07/26/2016
		92946 7/16	bike rodeo field marker-ps	07/10/2016	19.98	.00	19.98	45210	07/26/2016
Total 406:					4,015.05	.00	4,015.05		
536	American Linen	LGRA180187	mats,mops cleaned-c.c.	07/07/2016	58.42	.00	58.42	45211	07/26/2016
		LGRA180777	mats,mops cleaned-c.c.	07/21/2016	53.20	.00	53.20	45211	07/26/2016
Total 536:					111.62	.00	111.62		
1001	Baker, Thomas M.	063016	reimb- lova meeting meals	06/30/2016	50.00	.00	50.00	45212	07/26/2016
		070116	7/16 cell phne reimb-w/water	07/01/2016	52.08	.00	52.08	45212	07/26/2016
Total 1001:					102.08	.00	102.08		
1366	BlueTarp Financial	35620692	concrete mixer-sts	06/15/2016	202.24	.00	202.24	45145	07/08/2016
		35620692	concrete mixer-sts	06/15/2016	202.24	.00	202.24	45145	07/08/2016
Total 1366:					404.48	.00	404.48		
1393	Bob Adams Trucking	249201	vehicle tow-ps	06/14/2016	175.00	.00	175.00	45148	07/08/2016
		350404	vehicle tow-ps	07/04/2016	300.00	.00	300.00	45148	07/08/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 1393:					475.00	.00	475.00		
1911	Cain, Timothy	07202016	mileage reimb-b&p	07/20/2016	14.58	.00	14.58	45213	07/26/2016
Total 1911:					14.58	.00	14.58		
2073	Cassidy, Lynne	06292016	art class %-rec	06/29/2016	260.00	.00	260.00	45147	07/08/2016
Total 2073:					260.00	.00	260.00		
2126	CEBT	BBB3(7/2016	7/17 health ins	06/22/2016	38,246.25	.00	38,246.25	45214	07/26/2016
		BBB3(7/2016	7/17 health ins	06/22/2016	173.92	.00	173.92	45214	07/26/2016
		BBB3(7/2016	7/17 health ins	06/22/2016	355.09	.00	355.09	45214	07/26/2016
		BBB3(7/2016	7/17 health ins	06/22/2016	1,676.47	.00	1,676.47	45214	07/26/2016
		BBB3(7/2016	7/17 health ins	06/22/2016	53.12	.00	53.12	45214	07/26/2016
		BBB3(7/2016	7/17 health ins	06/22/2016	326.61	.00	326.61	45214	07/26/2016
		BBB3(7/2016	7/17 health ins	06/22/2016	207.35	.00	207.35	45214	07/26/2016
		BBB3(7/2016	7/17 health ins	06/22/2016	425.31	.00	425.31	45214	07/26/2016
		BBB3(7/2016	7/17 health ins	06/22/2016	831.86	.00	831.86	45214	07/26/2016
		BBB3(7/2016	7/17 health ins	06/22/2016	811.12	.00	811.12	45214	07/26/2016
Total 2126:					43,107.10	.00	43,107.10		
2161	CenturyLink	9709840558	6/16 phone-wip	06/19/2016	119.22	.00	119.22	45148	07/08/2016
		9709840812	6/16 phone-pwf	06/19/2016	38.47	.00	38.47	45148	07/08/2016
		9709840812	6/16 phone-pwf	06/19/2016	38.47	.00	38.47	45148	07/08/2016
		9709840812	6/16 phone-pwf	06/19/2016	38.46	.00	38.46	45148	07/08/2016
		9709840812	6/16 phone-pwf	06/19/2016	38.46	.00	38.46	45148	07/08/2016
		9709849807	6/16 fax line-ps	06/19/2016	80.32	.00	80.32	45148	07/08/2016
Total 2161:					353.40	.00	353.40		
2266	Chematox Laboratory, Inc.	20677	lab fee-ps	06/18/2016	25.00	.00	25.00	45149	07/08/2016
		20744	drug, alcohol tests-ps	06/25/2016	140.00	.00	140.00	45149	07/08/2016
Total 2266:					165.00	.00	165.00		
2331	CIRSA	161147	3rd qtr p/c ins-b&p	07/01/2016	661.01	.00	661.01	45150	07/08/2016
		161147	3rd qtr p/c ins-admin	07/01/2016	1,108.19	.00	1,108.19	45150	07/08/2016
		161147	3rd qtr p/c ins-ps	07/01/2016	3,402.26	.00	3,402.26	45150	07/08/2016
		161147	3rd qtr p/c ins-court	07/01/2016	155.53	.00	155.53	45150	07/08/2016
		161147	3rd qtr p/c ins-t.m.	07/01/2016	913.75	.00	913.75	45150	07/08/2016
		161147	3rd qtr p/c ins-rec	07/01/2016	855.42	.00	855.42	45150	07/08/2016
		161147	3rd qtr p/c ins-pks	07/01/2016	1,205.37	.00	1,205.37	45150	07/08/2016
		161147	3rd qtr p/c ins-sts	07/01/2016	1,438.67	.00	1,438.67	45150	07/08/2016
		161147	3rd qtr p/c ins-water	07/01/2016	4,452.10	.00	4,452.10	45150	07/08/2016
		161147	3rd qtr p/c ins-w/water	07/01/2016	5,249.20	.00	5,249.20	45150	07/08/2016
Total 2331:					19,441.50	.00	19,441.50		
2761	Colorado Department of R	06/2016	6/16 empl colo w/h	06/30/2016	4,642.00	.00	4,642.00	7072016	07/07/2016
Total 2761:					4,642.00	.00	4,642.00		
2796	Colorado Mtn. News Media	1003147063	sports park rfp ad-pks	06/30/2016	55.48	.00	55.48	45215	07/26/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2796:					55.48	.00	55.48		
2851	Colorado State Treasurer	132054007(2	2nd qtr suta tax	06/30/2016	1,477.35	.00	1,477.35	45216	07/26/2016
Total 2851:					1,477.35	.00	1,477.35		
2911	Comcast	5055403267	3 mo 1/h internet svc-admin	07/12/2016	431.10	.00	431.10	45217	07/28/2016
Total 2911:					431.10	.00	431.10		
2966	Confluence Architecture	06302016	6/16 plan review-b&p	06/30/2016	243.75	.00	243.75	45151	07/08/2016
Total 2966:					243.75	.00	243.75		
2986	Conoco Fleet	46016085	6/16 fee chg-admin	06/30/2016	3.00	.00	3.00	45218	07/26/2016
		46016085	6/16 car washes-08 toyota	06/30/2016	7.00	.00	7.00	45218	07/26/2016
		46016085	6/16 fuel-admin	06/30/2016	89.51	.00	89.51	45218	07/26/2016
		46016085	6/16 car washes-ps	06/30/2016	21.00	.00	21.00	45218	07/26/2016
		46016085	6/16 fuel-ps	06/30/2016	1,710.86	.00	1,710.86	45218	07/26/2016
		46016085	6/16 car washes-rec	06/30/2016	7.00	.00	7.00	45218	07/26/2016
		46016085	6/16 fuel-rec	06/30/2016	17.89	.00	17.89	45218	07/26/2016
		46016085	6/16 fuel-pks	06/30/2016	558.67	.00	558.67	45218	07/26/2016
		46016085	6/16 fuel-sts	06/30/2016	970.30	.00	970.30	45218	07/26/2016
		46016085	6/16 fuel-water	06/30/2016	333.29	.00	333.29	45218	07/26/2016
		46016085	6/16 fuel-w/water	06/30/2016	222.23	.00	222.23	45218	07/26/2016
Total 2986:					3,940.75	.00	3,940.75		
3011	Consolidated Electrical Dist	4983-582122	irrigation parts-pks	06/08/2016	5.77	.00	5.77	45152	07/08/2016
		4983-582149	irrigation parts-pks	06/08/2016	5.48	.00	5.48	45152	07/08/2016
		4983-582700	50 amp power cord-sp events	06/23/2016	319.75	.00	319.75	45152	07/08/2016
Total 3011:					331.00	.00	331.00		
3163	CPS Distributors, Inc	2322440-00	rotors, valves-pks irrig.	07/11/2016	485.29	.00	485.29	45219	07/26/2016
Total 3163:					485.29	.00	485.29		
3554	DeOrtega, Mirella	06272016	baseball program refund-re 4	06/27/2016	75.00	.00	75.00	45153	07/08/2016
Total 3554:					75.00	.00	75.00		
3706	Dodson Engineered Produ	202418	riser ring-sts	06/10/2016	225.00	.00	225.00	45154	07/08/2016
		202535	fittings-water distr.	06/14/2016	1,263.66	.00	1,263.66	45154	07/08/2016
		202691	freight for riser-sts	06/15/2016	95.00	.00	95.00	45154	07/08/2016
		202736	meter pit risers-water distr.	06/16/2016	309.36	.00	309.36	45154	07/08/2016
		202967	irrigation parts-pks	06/20/2016	165.10	.00	165.10	45154	07/08/2016
		203043	elbows, curb stops-water distr.	06/21/2016	766.66	.00	766.66	45154	07/08/2016
		204177	pipe,fittings-water distr.	07/12/2016	814.08	.00	814.08	45220	07/26/2016
		204270	fittings-pks irrig.	07/13/2016	201.65	.00	201.65	45220	07/26/2016
		204560	irrigation parts-pks	07/19/2016	595.51	.00	595.51	45220	07/26/2016
Total 3706:					4,436.02	.00	4,436.02		
3811	DPC Industries, Inc.	737002584-1	chlorine - wtp	06/28/2016	896.31	.00	896.31	45221	07/26/2016
		DE73000686	chlorine - wtp	06/30/2016	70.00	.00	70.00	45221	07/26/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3811:					966.31	.00	966.31		
4067	Ellis, Dawn H.	20854	flowers McDonald-admin	06/30/2016	81.51	.00	81.51	45155	07/08/2016
Total 4067:					81.51	.00	81.51		
4114	Empower Retirement	070816	7/8 pr retirement	07/08/2016	5,629.96	.00	5,629.96	7082016	07/08/2016
		070816	7/8 pr retirement	07/08/2016	1,159.35	.00	1,159.35	7082016	07/08/2016
		072216	7/22 pr retirement	07/22/2016	5,581.64	.00	5,581.64	7222016	07/22/2016
		072216	7/22 pr retirement	07/22/2016	1,134.29	.00	1,134.29	7222016	07/22/2016
Total 4114:					13,505.24	.00	13,505.24		
4226	Executech Utah, Inc	31305	7/16 it svcs-b&p	07/01/2016	244.96	.00	244.96	45222	07/26/2016
		31305	2016 microsoft office	07/01/2016	251.98	.00	251.98	45222	07/26/2016
		31305	7/16 it svcs-admin	07/01/2016	286.86	.00	286.86	45222	07/26/2016
		31305	7/16 it svcs-ps	07/01/2016	279.61	.00	279.61	45222	07/26/2016
		31305	7/16 it svcs-rec	07/01/2016	267.45	.00	267.45	45222	07/26/2016
		31305	7/16 it svcs-pks	07/01/2016	244.96	.00	244.96	45222	07/26/2016
		31305	7/16 it svcs-sts	07/01/2016	279.92	.00	279.92	45222	07/26/2016
		31305	7/16 it svcs-water	07/01/2016	561.69	.00	561.69	45222	07/26/2016
		31305	7/16 it svcs-w/water	07/01/2016	561.69	.00	561.69	45222	07/26/2016
Total 4226:					2,979.12	.00	2,979.12		
4396	Flag Resources Inc.	12649	water leak gravel-water distr.	06/30/2016	386.61	.00	386.61	45156	07/08/2016
Total 4396:					386.61	.00	386.61		
4518	Foresters Financial	072216	7/22 pr retirement	07/22/2016	25.00	.00	25.00	7252016	07/25/2016
		70816	7/8 pr retirement	07/08/2016	25.00	.00	25.00	7112016	07/11/2016
Total 4518:					50.00	.00	50.00		
4586	Freedom Mailing Service, I	29228	insert flyers-eco dev	07/02/2016	21.73	.00	21.73	45223	07/26/2016
		29228	6/16 utility billing-water	07/02/2016	322.52	.00	322.52	45223	07/26/2016
		29228	5/16 utility billing-w/water	07/02/2016	322.53	.00	322.53	45223	07/26/2016
Total 4586:					666.78	.00	666.78		
4611	Frontier Paving Inc.	36603	asphalt for patches-sts	06/03/2016	351.00	.00	351.00	45157	07/08/2016
Total 4611:					351.00	.00	351.00		
5051	Glenwood Springs, City of	462145	compost-comm.garden	06/10/2016	17.01	.00	17.01	45158	07/08/2016
		463176	sludge dump fee-wwtp	06/22/2016	272.10	.00	272.10	45158	07/08/2016
		463192	sludge dump fee-wwtp	06/22/2016	272.10	.00	272.10	45158	07/08/2016
		463200	sludge dump fee-wwtp	06/22/2016	181.40	.00	181.40	45158	07/08/2016
Total 5051:					742.61	.00	742.61		
5236	Grand Junction Pipe & Sup	336030	hydro oil-wtp	06/20/2016	107.02	.00	107.02	45159	07/08/2016
		3380908	valve box risers-water distr.	06/10/2016	399.83	.00	399.83	45159	07/08/2016
		3383692	100' plastic pipe-water distr	06/15/2016	28.80	.00	28.80	45159	07/08/2016
		3391233	hose nozzles & parts-water	06/29/2016	156.69	.00	156.69	45159	07/08/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 5236:					692.34	.00	692.34		
5246	Grand River Construction	06282016	overlay pay reqt #1-sts	06/28/2016	563,026.12	.00	563,026.12	45160	07/08/2016
Total 5246:					563,026.12	.00	563,026.12		
5718	Hernandez, Jessica	07062016	flower pots-moc	07/06/2016	148.57	.00	148.57	45161	07/08/2016
Total 5718:					148.57	.00	148.57		
5899	Houston Mountain Ranch	7.07.16	snap prog. purchases-admin	07/07/2016	8.00	.00	8.00	45193	07/19/2016
Total 5899:					8.00	.00	8.00		
5928	Hudspeth & Associates Inc	10-504	st cut deposit refund	07/01/2016	6,480.00	.00	6,480.00	45162	07/08/2016
Total 5928:					6,480.00	.00	6,480.00		
6001	Hy-Way Feed & Ranch Su	S003986	straw-community garden	06/10/2016	14.00	.00	14.00	45163	07/08/2016
		S004201	weed herbicide-pks	06/15/2016	96.00	.00	96.00	45163	07/08/2016
		S005380	herbicide-pks	07/11/2016	348.80	.00	348.80	45224	07/26/2016
Total 6001:					458.80	.00	458.80		
6051	Impressions of Aspen Inc.	23365	paper clips,ink cartridges-admin	06/09/2016	36.84	.00	36.84	45164	07/08/2016
		23365.1	ink cartridges-admin	06/13/2016	93.98	.00	93.98	45164	07/08/2016
		23408	exp file folders,sorter-b&p	06/22/2016	55.14	.00	55.14	45164	07/08/2016
		23408	sign here post it-ps	06/22/2016	5.49	.00	5.49	45164	07/08/2016
		23408	toner cartridge-water	06/22/2016	79.99	.00	79.99	45164	07/08/2016
		23416	ink cartridges-ps	06/24/2016	29.98	.00	29.98	45164	07/08/2016
Total 6051:					301.42	.00	301.42		
6106	Innermountain Dist. Co.	480899	paper towels-ps	06/23/2016	97.29	.00	97.29	45165	07/08/2016
		481033	degreaser-c.c.	07/01/2016	15.24	.00	15.24	45165	07/08/2016
		481076	snap prog cup lids-admin	07/07/2016	12.70	.00	12.70	45225	07/26/2016
		481077	snap prog. cups-admin	07/07/2016	19.92	.00	19.92	45225	07/26/2016
		481302	gloves-rec	07/20/2016	5.54	.00	5.54	45225	07/26/2016
Total 6106:					150.69	.00	150.69		
6386	Johnson Construction, Inc.	209769	pay request#6-st scape	06/28/2016	16,070.82	.00	16,070.82	45166	07/08/2016
		209770	change order-streetscape	06/28/2016	1,930.00	.00	1,930.00	45166	07/08/2016
Total 6386:					18,000.82	.00	18,000.82		
6448	Juicy Acres	7.77.14.16	snap prog. purchases-admin	07/14/2016	35.00	.00	35.00	45192	07/19/2016
Total 6448:					35.00	.00	35.00		
6476	Karp, Neu, Hanlon, P.C.	27123	6/16 legal fee-water	06/30/2016	157.50	.00	157.50	45228	07/26/2016
Total 6476:					157.50	.00	157.50		
6798	Lamoreaux, Timothy & Joa	07052016	closing refund-water	07/05/2016	18.69	.00	18.69	45167	07/08/2016
		07052016	closing refund-w/water	07/05/2016	18.69	.00	18.69	45167	07/08/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 6798					37.38	.00	37.38		
6823	Lane, Cody	2.114108	bond refund-court	06/20/2016	8.00	.00	8.00	45227	07/26/2016
Total 6823					8.00	.00	8.00		
7126	Lowes Business Acct/GEC	09767	tool tote,saw blades-water	06/20/2016	44.97	.00	44.97	45228	07/26/2016
Total 7126					44.97	.00	44.97		
7466	Maurer, Amanda	91	7/16 judge fee-court	07/11/2016	800.00	.00	800.00	45229	07/26/2016
Total 7466					800.00	.00	800.00		
7566	MCHD Regional Lab	2192-16	7/16 drinking water test-water	07/13/2016	20.00	.00	20.00	45230	07/26/2016
		2193-16	7/16 drinking water test-water	07/13/2016	20.00	.00	20.00	45230	07/26/2016
		2194-16	7/16 drinking water test-water	07/13/2016	20.00	.00	20.00	45230	07/26/2016
		2195-16	7/16 drinking water test-water	07/13/2016	20.00	.00	20.00	45230	07/26/2016
Total 7566					80.00	.00	80.00		
7826	Micro Plastics	112331	councilor name plates-admin	06/17/2016	44.88	.00	44.88	45168	07/08/2016
		112338	gordon crystal gavel-admin	06/20/2016	129.25	.00	129.25	45168	07/08/2016
		112458	baseball medals-rec	06/24/2016	133.24	.00	133.24	45168	07/08/2016
		112458	softball medals-rec	06/24/2016	33.04	.00	33.04	45168	07/08/2016
Total 7826					340.41	.00	340.41		
7876	Miles Rippy Excavating	081213	st cut deposit refund	07/01/2016	360.00	.00	360.00	45169	07/08/2016
Total 7876					360.00	.00	360.00		
8101	Motorola Solutions, Inc.	13114891	10 police radios-ps	06/14/2016	29,826.90	.00	29,826.90	45170	07/08/2016
Total 8101					29,826.90	.00	29,826.90		
8102	Mount Sopris Conservation	7112016	tour de farms donation-eco der	07/11/2016	250.00	.00	250.00	45231	07/26/2016
Total 8102					250.00	.00	250.00		
8128	Mountain Waste & Recycli	94388	6/16 porta jon svc-coalridg	07/01/2016	85.00	.00	85.00	45171	07/08/2016
		94389	6/16 porta jon svc-kwm pk	07/01/2016	85.00	.00	85.00	45171	07/08/2016
		94390	6/16 porta jon svc-riverpk	07/01/2016	75.00	.00	75.00	45171	07/08/2016
		94400	6/16 trash svc	06/30/2016	18,710.40	.00	18,710.40	45171	07/08/2016
		94402	6/16 porta jon svc-vix pk	07/01/2016	85.00	.00	85.00	45171	07/08/2016
		95116	7/16 trash svc-wwtp	07/01/2016	70.00	.00	70.00	45171	07/08/2016
		95117	7/16 trash svc-T/h	07/01/2016	79.00	.00	79.00	45171	07/08/2016
		95118	7/16 trash svc-c.c.	07/01/2016	88.00	.00	88.00	45171	07/08/2016
		95119	7/16 trash svc- pwf	07/01/2016	128.00	.00	128.00	45171	07/08/2016
		96757	6/16 porta jon svc-newhop	07/01/2016	85.00	.00	85.00	45171	07/08/2016
		96789	porta jon svc-many culture	07/01/2016	260.00	.00	260.00	45171	07/08/2016
		96789	6/16 porta jon svc-bmpk	07/01/2016	85.00	.00	85.00	45171	07/08/2016
		96790	6/16 porta jon svc-skate pk	07/01/2016	85.00	.00	85.00	45171	07/08/2016
		97100	6/16 porta jon svc-elkcreek	07/01/2016	68.00	.00	68.00	45171	07/08/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 8126:					19,988.40	.00	19,988.40		
8171	Mr T's Inc	144639	pruner,clamps-pks	06/01/2016	32.91	.00	32.91	45172	07/08/2016
		144644	clamps-pks	06/01/2016	15.92	.00	15.92	45172	07/08/2016
		144650	curb paint-sts	06/01/2016	111.96	.00	111.96	45172	07/08/2016
		144663	poly elbow-pks irrig	06/01/2016	7.45	.00	7.45	45172	07/08/2016
		144667	poly elbow-pks irrig	06/01/2016	3.96	.00	3.96	45172	07/08/2016
		144685	curb paint-sts	06/01/2016	27.99	.00	27.99	45172	07/08/2016
		144706	supplies-pks irrig	06/02/2016	16.77	.00	16.77	45172	07/08/2016
		144724	stakes,tape measure-pks	06/02/2016	43.34	.00	43.34	45172	07/08/2016
		144729	bus shelter bolts-sts	06/02/2016	10.60	.00	10.60	45172	07/08/2016
		144753	connector,coupler-water distr	06/03/2016	4.98	.00	4.98	45172	07/08/2016
		144757	buckets,sprayers-sts	06/03/2016	44.46	.00	44.46	45172	07/08/2016
		144761	pvc, marking flags- pks irrig	06/03/2016	36.56	.00	36.56	45172	07/08/2016
		144780	couplings- pks irrig	06/03/2016	15.96	.00	15.96	45172	07/08/2016
		144795	rope handle-wwtp	06/03/2016	2.99	.00	2.99	45172	07/08/2016
		144833	mulch,treated 4x4 -pks	06/06/2016	85.86	.00	85.86	45172	07/08/2016
		144853	circuit breaker-pks irrig	06/06/2016	10.99	.00	10.99	45172	07/08/2016
		144892	marking paint-pks	06/07/2016	9.98	.00	9.98	45172	07/08/2016
		144900	elbow, connector-pks irrig	06/07/2016	17.94	.00	17.94	45172	07/08/2016
		144910	connectors, cable-pks irrig	06/07/2016	44.93	.00	44.93	45172	07/08/2016
		144913	bushing, connectors-pks irrig	06/07/2016	5.65	.00	5.65	45172	07/08/2016
		144945	tubing, sealant-pks irrig	06/08/2016	12.97	.00	12.97	45172	07/08/2016
		144946	patchcord,coupler-wwtp	06/08/2016	9.47	.00	9.47	45172	07/08/2016
		144957	fabric pins, tubing-pks irrig	06/08/2016	12.96	.00	12.96	45172	07/08/2016
		144962	tubing, drippers-pks irrig	06/08/2016	41.04	.00	41.04	45172	07/08/2016
		144976	batteries-water distr.	06/08/2016	12.99	.00	12.99	45172	07/08/2016
		145026	lawn sprayer-pks	06/09/2016	5.99	.00	5.99	45172	07/08/2016
		145027	concrete mix-water distr.	06/09/2016	41.93	.00	41.93	45172	07/08/2016
		145038	connectors, tee, tape-pks irrig	06/09/2016	24.91	.00	24.91	45172	07/08/2016
		145138	paint pens-pks irrig	06/13/2016	11.37	.00	11.37	45172	07/08/2016
		145151	duct tape-sts	06/13/2016	11.58	.00	11.58	45172	07/08/2016
		145160	bolt cutters, utility knives-pk	06/13/2016	59.55	.00	59.55	45172	07/08/2016
		145161	fittings-wwtp	06/13/2016	8.19	.00	8.19	45172	07/08/2016
		145216	shovel,elec tape,misc bolts w w w t p	06/14/2016	63.18	.00	63.18	45172	07/08/2016
		145227	threadlock,bug remover-ps	06/14/2016	9.48	.00	9.48	45172	07/08/2016
		145259	gloves-pks	06/15/2016	24.99	.00	24.99	45172	07/08/2016
		145260	rakes-pks	06/15/2016	36.97	.00	36.97	45172	07/08/2016
		145282	osha blue spray-water distr	06/15/2016	13.98	.00	13.98	45172	07/08/2016
		145307	misc bolts-sts	06/15/2016	3.60	.00	3.60	45172	07/08/2016
		145328	misc bolts,screws,threadlo- w w t p	06/16/2016	22.79	.00	22.79	45172	07/08/2016
		145340	stringline-sts	06/16/2016	14.99	.00	14.99	45172	07/08/2016
		145366	08' chevy 4 pole connector- pks	06/16/2016	3.99	.00	3.99	45172	07/08/2016
		145370	saw blade-sts	06/16/2016	69.99	.00	69.99	45172	07/08/2016
		145395	mulch-water distr.	06/17/2016	9.98	.00	9.98	45172	07/08/2016
		145409	saw blade return-sts	06/17/2016	69.99	.00	69.99	45172	07/08/2016
		145465	bushings, batteries-pks irrig	06/20/2016	32.19	.00	32.19	45172	07/08/2016
		145534	fittings-pks irrig	06/21/2016	24.03	.00	24.03	45172	07/08/2016
		145535	pvc pipe-pks irrig	06/21/2016	16.38	.00	16.38	45172	07/08/2016
		145600	key,key holder-pks	06/22/2016	10.55	.00	10.55	45172	07/08/2016
		145647	gazebo painting supplies-pks	06/23/2016	139.22	.00	139.22	45172	07/08/2016
		145653	bike rack concrete-sts	06/23/2016	172.30	.00	172.30	45172	07/08/2016
		145657	gazebo painting supplies-pks	06/23/2016	6.28	.00	6.28	45172	07/08/2016
		145671	soccer goal chain-pks	06/23/2016	10.14	.00	10.14	45172	07/08/2016
		145694	bike rack concrete-sts	06/24/2016	23.96	.00	23.96	45172	07/08/2016
		145711	various batteries-T/h	06/24/2016	37.96	.00	37.96	45172	07/08/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		145729	bungee cords-wwtp	06/24/2016	10.25	.00	10.25	45172	07/08/2016
		145739	gazebo painting supplies-pk\$	06/25/2016	28.58	.00	28.58	45172	07/08/2016
		145758	gazebo painting supplies-pk\$	06/27/2016	37.47	.00	37.47	45172	07/08/2016
		145772	controller batteries-pks irrig	06/27/2016	8.49	.00	8.49	45172	07/08/2016
		145776	misc bolts,bit-sts	06/27/2016	31.31	.00	31.31	45172	07/08/2016
		145784	gazebo painting supplies-pk\$	06/28/2016	14.47	.00	14.47	45172	07/08/2016
		145785	concrete gloves-sts	06/28/2016	70.89	.00	70.89	45172	07/08/2016
		145812	misc bolts -sts	06/28/2016	5.53	.00	5.53	45172	07/08/2016
		145820	gazebo painting supplies-pk\$	06/28/2016	2.99	.00	2.99	45172	07/08/2016
		145839	gazebo painting supplies-pk\$	06/29/2016	21.20	.00	21.20	45172	07/08/2016
		145846	gazebo painting supplies-pk\$	06/29/2016	28.99	.00	28.99	45172	07/08/2016
		145865	tape,muriatic acid -wtp	06/29/2016	52.10	.00	52.10	45172	07/08/2016
		145869	gazebo painting supplies-pk\$	06/29/2016	29.44	.00	29.44	45172	07/08/2016
		145905	rain suits-pks	06/30/2016	59.97	.00	59.97	45172	07/08/2016
		145911	rag,towels,wipes-w/water c. collection	06/30/2016	17.96	.00	17.96	45172	07/08/2016
		145919	misc bolts -w/water collection	06/30/2016	1.60	.00	1.60	45172	07/08/2016
Total 8171:					1,902.35	.00	1,902.35		
8486	New Castle Lions Club	7112016	hogback hustle revenue-rev	07/11/2016	985.00	.00	985.00	45232	07/26/2016
Total 8486:					985.00	.00	985.00		
8871	Paper Wise	725450	doc shredding-admin	06/24/2016	29.00	.00	29.00	45233	07/26/2016
Total 8871:					29.00	.00	29.00		
9066	Petty Cash	072616	postage-admin	07/26/2016	.48	.00	.48	45234	07/26/2016
		072616	meals-admin	07/26/2016	19.00	.00	19.00	45234	07/26/2016
		072616	chairs-l/h	07/26/2016	60.00	.00	60.00	45234	07/26/2016
		072616	cupcakes-admin	07/26/2016	80.00	.00	80.00	45234	07/26/2016
		072616	cash shortage-admin	07/26/2016	19.77	.00	19.77	45234	07/26/2016
		072616	car wash-admin	07/26/2016	9.50	.00	9.50	45234	07/26/2016
		072616	main st flowers-sts	07/26/2016	11.16	.00	11.16	45234	07/26/2016
Total 9066:					199.91	.00	199.91		
9146	Pinnacle Water Inc.	477X017711	lab kit - wtp	06/30/2016	230.00	.00	230.00	45235	07/26/2016
Total 9146:					230.00	.00	230.00		
9151	Pinnacol Assurance	18152901	7/16 w/c ins-b&p	07/11/2016	134.83	.00	134.83	45236	07/26/2016
		18152901	7/16 w/c ins-admin	07/11/2016	285.46	.00	285.46	45236	07/26/2016
		18152901	7/16 w/c ins-ps	07/11/2016	930.68	.00	930.68	45236	07/26/2016
		18152901	7/16 w/c ins-court	07/11/2016	40.86	.00	40.86	45236	07/26/2016
		18152901	7/16 w/c ins-rec	07/11/2016	163.44	.00	163.44	45236	07/26/2016
		18152901	7/16 w/c ins-pks	07/11/2016	456.40	.00	456.40	45236	07/26/2016
		18152901	7/16 w/c ins-sts	07/11/2016	456.40	.00	456.40	45236	07/26/2016
		18152901	7/16 w/c ins-water	07/11/2016	1,412.05	.00	1,412.05	45236	07/26/2016
		18152901	7/16 w/c ins-w/water	07/11/2016	1,544.09	.00	1,544.09	45236	07/26/2016
Total 9151:					5,424.21	.00	5,424.21		
9191	Pitney Bowes Global Finan	3300824216	postage meter lease-admin	06/20/2016	159.00	.00	159.00	45173	07/08/2016
Total 9191:					159.00	.00	159.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
9289	Praetorian Group, Inc	010132-7746	online training subscription- p	07/01/2016	750.00	.00	750.00	45174	07/08/2016
Total 9289:					750.00	.00	750.00		
9329	Priestley, James	07052016	closing refund-water	07/05/2016	20.40	.00	20.40	45175	07/08/2016
		07052016	closing refund-w/water	07/05/2016	20.40	.00	20.40	45175	07/08/2016
Total 9329:					40.80	.00	40.80		
9781	Ricoh USA, Inc.	97096883	copier lease - ps	06/29/2016	78.00	.00	78.00	45176	07/08/2016
Total 9781:					78.00	.00	78.00		
10094	Rocky Mountain Realtors, I	07182016	property eval. 6th & Main-a ADMIN	07/18/2016	150.00	.00	150.00	45237	07/26/2016
Total 10094:					150.00	.00	150.00		
10346	Safety & Constr. Supply, In	0033575-IN	safety vests-pks	06/29/2016	90.68	.00	90.68	45177	07/08/2016
		0033575-IN	safety vests-sts	06/29/2016	90.66	.00	90.66	45177	07/08/2016
		0033575-IN	safety vests-water	06/29/2016	90.66	.00	90.66	45177	07/08/2016
		0033698-IN	gloves-w/tp	07/06/2016	313.93	.00	313.93	45238	07/26/2016
Total 10346:					585.93	.00	585.93		
10506	Schmueser, Gordon, Meye	93128A-275	6/16 eng fees-rfta	06/27/2016	155.00	.00	155.00	45178	07/08/2016
		93128A-275	6/16 eng fees-senior housin)	06/27/2016	1,190.00	.00	1,190.00	45178	07/08/2016
		93128A-275	6/16 eng fees-wtp	06/27/2016	465.00	.00	465.00	45178	07/08/2016
Total 10506:					1,810.00	.00	1,810.00		
10736	Silt Youth Sports Associati	0701161	umpire services-rec	07/01/2016	240.00	.00	240.00	45179	07/08/2016
Total 10736:					240.00	.00	240.00		
11236	Stolbach, Bruce L.	1298	6/15-30 inspect, plan review	06/30/2016	2,585.00	.00	2,585.00	45180	07/08/2016
		1303	7/1-15 plan review, inspect- b4p	07/15/2016	1,347.50	.00	1,347.50	45239	07/26/2016
Total 11236:					3,932.50	.00	3,932.50		
11296	Stripe A Lot, Inc.	904	street striping-sts	07/17/2016	3,906.98	.00	3,906.98	45240	07/26/2016
Total 11296:					3,906.98	.00	3,906.98		
11429	TASC	813939	7/16 cafe plan tpa	06/21/2016	75.00	.00	75.00	45181	07/08/2016
Total 11429:					75.00	.00	75.00		
11601	Timber Line Elect. & Contr	974	valve actuator rpr-wtp	06/30/2016	858.75	.00	858.75	45182	07/08/2016
Total 11601:					858.75	.00	858.75		
11741	Treatment Technology	173033	stempac chemicals-wtp	06/30/2016	11,438.72	.00	11,438.72	45183	07/08/2016
Total 11741:					11,438.72	.00	11,438.72		
11941	Upper Case Printing, Ink	10809	chamber newsletter-eco de✓	06/23/2016	351.00	.00	351.00	45241	07/26/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 11941:					351.00	.00	351.00		
11976	USA Bluebook	981292	lab supplies-wtp	06/16/2016	82.66	.00	82.66	45184	07/08/2016
Total 11976:					82.66	.00	82.66		
12006	Utility Notification Center-C	21606595	6/16 utility locates-water dist	06/30/2016	32.89	.00	32.89	45185	07/08/2016
Total 12006:					32.89	.00	32.89		
12166	Verizon Wireless	976809	7/16 cell phone-b&p	07/03/2016	69.68	.00	69.68	45242	07/26/2016
		976809	7/16 cell phone-admin	07/03/2016	72.44	.00	72.44	45242	07/26/2016
		976809	7/16 cell phone-ps	07/03/2016	524.60	.00	524.60	45242	07/26/2016
		976809	7/16 cell phone-rec	07/03/2016	104.92	.00	104.92	45242	07/26/2016
		976809	7/16 cell phone-pks	07/03/2016	72.44	.00	72.44	45242	07/26/2016
		976809	7/16 cell phone-sts	07/03/2016	131.14	.00	131.14	45242	07/26/2016
		976809	7/16 cell phone-water	07/03/2016	116.08	.00	116.08	45242	07/26/2016
		976809	7/16 cell phone-w/water	07/03/2016	230.49	.00	230.49	45242	07/26/2016
Total 12166:					1,321.79	.00	1,321.79		
12206	Vision Security, LLC	597024	3rd qtr t/h security monitoring	07/01/2016	75.00	.00	75.00	45186	07/08/2016
Total 12206:					75.00	.00	75.00		
12261	Wade, Tom	07252016	de-commission '04 ford-ps	07/25/2016	210.00	.00	210.00	45243	07/26/2016
Total 12261:					210.00	.00	210.00		
12266	Wagner Equipment Co.	P55C013611	backhoe repair parts-sts	06/15/2016	263.13	.00	263.13	45187	07/08/2016
Total 12266:					263.13	.00	263.13		
12401	Wash-By U, Inc.	07022016	6/15 car washes-ps	06/30/2016	110.21	.00	110.21	45244	07/26/2016
Total 12401:					110.21	.00	110.21		
12496	Wells Fargo, NA	C150152(8/1	2005 pmt, principal-water	07/25/2016	17,997.08	.00	17,997.08	7272016	07/27/2016
		C150152(8/1	2005 pmt, interest-water	07/25/2016	25,406.74	.00	25,406.74	7272016	07/27/2016
		W08A092(8/	2008 wwtp loan-princ	07/01/2016	168,531.52	.00	168,531.52	7182016	07/08/2016
		W08A092(8/	2008 wwtp loan-int	07/01/2016	99,019.62	.00	99,019.62	7182016	07/08/2016
Total 12496:					310,954.96	.00	310,954.96		
12853	Worton, Sarah	07011605	6/16 cleaning -T/h	07/01/2016	400.00	.00	400.00	45188	07/08/2016
		07011610	6/16 cleaning-ps	07/01/2016	200.00	.00	200.00	45188	07/08/2016
Total 12853:					600.00	.00	600.00		
12891	XCel Energy	506078909	6/16 electric-T/h	06/22/2016	153.07	.00	153.07	45189	07/08/2016
		506078909	6/16 electric-c.c.	06/22/2016	224.48	.00	224.48	45189	07/08/2016
		506078909	6/16 electric-parks	06/22/2016	155.69	.00	155.69	45189	07/08/2016
		506078909	6/16 electric-streets	06/22/2016	135.80	.00	135.80	45189	07/08/2016
		506078909	6/16 electric-street lights	06/22/2016	4,072.31	.00	4,072.31	45189	07/08/2016
		506078909	6/16 electric-T/h utilities	06/22/2016	82.32	.00	82.32	45189	07/08/2016
		506078909	6/16 electric-wtp	06/22/2016	4,690.14	.00	4,690.14	45189	07/08/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		506078909	6/16 electric-raw water	06/22/2016	1,756.40	.00	1,756.40	45189	07/08/2016
		506078909	6/16 electric-T/h utilities	06/22/2016	82.31	.00	82.31	45189	07/08/2016
		506078909	6/16 electric-wwtp	06/22/2016	6,892.25	.00	6,892.25	45189	07/08/2016
		506078909	6/16 electric-south utilities	06/22/2016	115.14	.00	115.14	45189	07/08/2016
		508954958	7/16 electric apt 115	07/15/2016	95.12	.00	95.12	45245	07/26/2016
		508955527	7/16 electric apt 112	07/15/2016	85.55	.00	85.55	45245	07/26/2016
		509101377	7/16 street lights-sts	07/15/2016	32.77	.00	32.77	45245	07/26/2016
		509102305	7/16 street lights-sts	07/15/2016	32.99	.00	32.99	45245	07/26/2016
		509478708	7/16 street lights-sts	07/19/2016	36.99	.00	36.99	45245	07/26/2016
		509485030	7/16 street lights-sts	07/19/2016	50.81	.00	50.81	45245	07/26/2016
Total 12891:					18,694.14	.00	18,694.14		
12896	Xerox Corporation	085229850	6/16 copier lease/copies-b+b	07/01/2016	90.47	.00	90.47	45246	07/26/2016
		085229850	6/16 copier lease/copies-ad	07/01/2016	90.50	.00	90.50	45246	07/26/2016
		085229850	6/16 copier lease/copies-ps	07/01/2016	54.28	.00	54.28	45246	07/26/2016
		085229850	6/16 copier lease/copies-re	07/01/2016	54.28	.00	54.28	45246	07/26/2016
		085229850	6/16 copier lease/copies-w	07/01/2016	36.19	.00	36.19	45246	07/26/2016
		085229850	6/16 copier lease/copies-w/ water	07/01/2016	36.19	.00	36.19	45246	07/26/2016
Total 12896:					361.91	.00	361.91		
12898	Xpress Bill Pay	22779	6/16 cr cd fees	07/01/2016	152.40	.00	152.40	7012016	07/01/2016
		22779	6/16 cr cd fees	07/01/2016	152.40	.00	152.40	7012016	07/01/2016
Total 12898:					304.80	.00	304.80		
12918	YipTel, LLC	8199160701	7/16 ph svc-admin	07/01/2016	168.74	.00	168.74	45190	07/08/2016
		8199160701	7/16 ph svc-ps	07/01/2016	131.40	.00	131.40	45190	07/08/2016
		8199160701	7/16 ph svc-rec	07/01/2016	82.06	.00	82.06	45190	07/08/2016
		8199160701	7/16 ph svc-pks	07/01/2016	68.11	.00	68.11	45190	07/08/2016
		8199160701	7/16 ph svc-sts	07/01/2016	68.78	.00	68.78	45190	07/08/2016
		8199160701	7/16 ph svc-water	07/01/2016	279.32	.00	279.32	45190	07/08/2016
		8199160701	7/16 ph svc-w/water	07/01/2016	279.33	.00	279.33	45190	07/08/2016
Total 12918:					1,077.74	.00	1,077.74		
12933	Your Parts Haus	430157	trailer jack stands-sts	06/15/2016	159.42	.00	159.42	45191	07/08/2016
		432027	quick connect,coupler-water	06/29/2016	12.83	.00	12.83	45191	07/08/2016
		432101	bobcat hyd hose-sts	06/30/2016	20.85	.00	20.85	45191	07/08/2016
Total 12933:					193.10	.00	193.10		
Grand Totals:					1,132,297.00	.00	1,132,297.00		

Report Criteria:
 Detail report type printed

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

1.0 PARTIES

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

2.0 RECITALS AND PURPOSE

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

3.0 SCOPE OF SERVICES

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

3.3 RESIDENTIAL COLLECTION SERVICES

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

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

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

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

3.4 TOWN WASTE COLLECTION SERVICES.

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

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

3.5 PORTABLE AND VAULTED RESTROOM SERVICES

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

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

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

4.0 COMPENSATION

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

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

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

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

5.0 TERM

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

6.0 INSURANCE

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

- 6.2 The parties hereto understand and agree that Town is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* as amended from time to time or otherwise available to Town.

7.0 INDEMNIFICATION

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

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

8.0 INDEPENDENT CONTRACTOR

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

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

9.0 ASSIGNMENT

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

10.0 TERMINATION

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

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

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

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

11.0 REPORTS/INSPECTION/OPEN RECORDS

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

12.0 INTEGRATION AND AMENDMENT

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

13.0 CONTROLLING LAW

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

14.0 APPROPRIATION

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

15.0 EMPLOYMENT OF OR CONTRACTING WITH ILLEGAL ALIENS

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

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

15.2. The Contractor shall not:

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

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

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

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

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

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

16.0 NOTICES

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

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

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

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

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

TOWN
Town of New Castle
Sanitation Enterprise

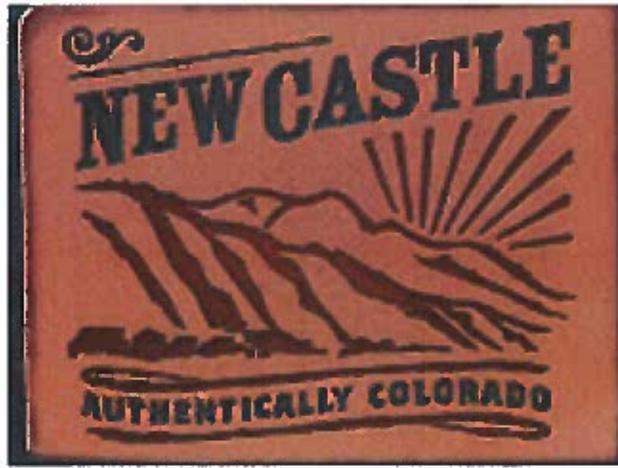
MOUNTAIN WASTE:

By: _____
Title:

By: _____
Mike Hinkley, District Manager

ATTEST:

Melody Harrison, Town Clerk



Solid Waste Pick-up and Disposal Proposal

TOWN OF NEW CASTLE COLORADO

RFP MUNICIPAL TRASH AND RECYCLING



April 21 2016

RECEIVED

APR 21 2016

TOWN OF
NEW CASTLE, CO
BUILDING DEPARTMENT



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

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

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

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

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

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

Respectfully,

Mike Hinkley

Mountain Waste and Recycling, Inc.

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

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

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

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

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

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

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

Waste Disposal Services

Mountain Waste & Recycling will:

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

Service Summary

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

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

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



Recyclable Materials and Containers

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

BLUE CONTAINER: (Co-Mingled)



Glass: Consisting of clear and colored bottles

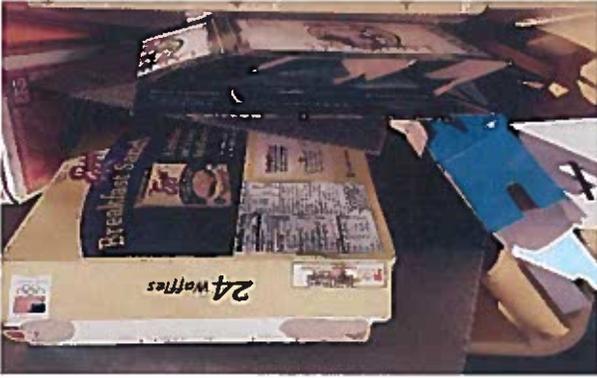
Plastics: #1's-#7's (plastics are identifiable by the triangle on the bottom container with the number on the inside.

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

Items **Not Accepted** As Recycle:

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

YELLOW CONTAINER: (Paper Products)



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

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

Container Placement at Curbside:



Trash

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

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

Recycle

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

PLASTIC RESIN CODES



PETE

Polyethylene Terephthalate

soda bottles
water bottles
shampoo bottles
mouthwash bottles
peanut butter jars



HDPE

High Density Polyethylene

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



V

Vinyl

clear food packaging
shampoo bottles



LDPE

Low Density Polyethylene

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



PP

Polypropylene

ketchup bottles
yogurt and margarine tubs



PS

Polystyrene

meat trays
egg cartons
cups and plates



OTHER

Other

ketchup
3 & 5 gallon water bottles
some juice bottles

Mountain Waste & Recycling program for the Town of New Castle

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

Additional Diversion Service Options

Organics/food waste

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

Organics/Food Waste includes:

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

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



FOOD

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



FOOD-SOILED PAPER & COMPOSTABLE PACKAGING

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



PLANTS & FLOWERS

Plants / flowers / landscape vegetation / untreated wood scraps



Source Reduction

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

Educational Outreach

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

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

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

Quarterly Reporting

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

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

Service Location

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

Rifle Office

2183 S 10th Street

Rifle CO 81651

Carbondale Office

1058 County Road 100

Carbondale CO 81623

Mike Hinkley - District Manager

970.319.8193

Mike.hinkley@mountainwaste.com

Equipment Description



Truck Description

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

Material Spillage

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

Problem Resolution Philosophy

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

Customer Service

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

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

Customer Service

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

E-mail

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

General

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

Service

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

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

Material Destinations

Trash and C&D Material

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

1205 County Rd 130, Glenwood Springs, CO 81601

Co-mingle recycling Material

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

815 Ute Creek Rd, Wolcott, CO 81655

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



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

Problem Resolution Philosophy

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

Fuel Protection

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

Subcontracting

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

Miscellaneous Surcharges:

There are no other fees or surcharges.

Insurance:

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



Appendix A

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

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

Appendix A – Continued

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

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

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

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

Items That Cannot Be Picked Up Residentially

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

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

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

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

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

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

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

Other Services

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

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

Container Pricing

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

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

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

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

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

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

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

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

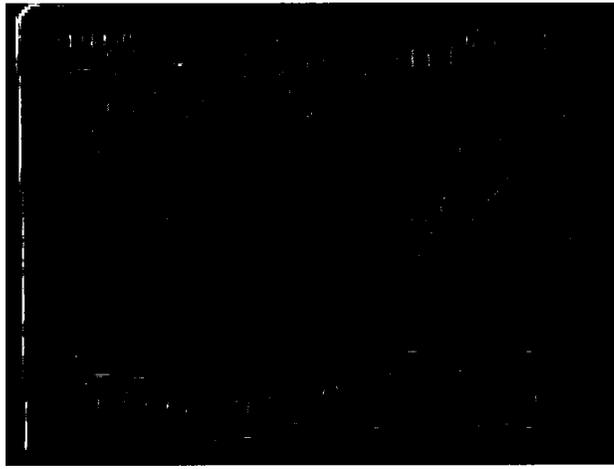
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\$135.00 per month for 6-yard/ weekly pickup at Town Facilities



Portable Restroom Proposal
TOWN OF NEW CASTLE COLORADO

RFP PORTABLE RESTROOMS AND CLEANING



April 21 2016



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

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

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

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

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

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

Respectfully,

Mike Hinkley

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

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

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

Waste and Recycling Services

Mountain Waste & Recycling will:

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

Service Summary

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

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

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

Source Reduction

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

Service Location

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

Rifle Office

2183 S 10th Street

Rifle CO 81651

Carbondale Office

1058 County Road 100

Carbondale CO 81623

Mike Hinkley - District Manager

970.319.8193

Mike.hinkley@mountainwaste.com

Equipment Description



Truck Description

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

Material Spillage

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

Problem Resolution Philosophy

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

Customer Service

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

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

Customer Service

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

E-mail

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

General

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

Service

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

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

Material Destinations

Waste Water

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

1205 County Rd 130, Glenwood Springs, CO 81601

Problem Resolution Philosophy

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

Fuel Protection

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

Subcontracting

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

Miscellaneous Surcharges:

There are no other fees or surcharges.

Insurance:

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

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

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

Services

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

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

Supply Mountain Waste & Recycling Portable Restrooms for local events

\$35.00 Delivery Fee per Unit

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

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

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

Services

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

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

Supply Mountain Waste & Recycling Portable Restrooms for local events

\$35.00 Delivery Fee per Unit

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

Mountain Waste & Recycling - Fuel Surcharge Table - 2016

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

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

GLENWOOD SPRINGS OFFICE
The Denver Center
420 Seventh Street, Suite 100
Glenwood Springs, Colorado 81601
Telephone (970) 947-1936
Facsimile (970) 947-1937

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July 29, 2016

MEMORANDUM

TO: New Castle Town Council

FROM: Assistant Town Attorney

RE: Senate Bill 05-152 Opt-Out ballot question

In 2005 the Colorado General Assembly adopted Senate Bill 05-152 (“SB-152”) which limits local governments’ ability to provide, directly or indirectly, internet, cable, and other telecommunications services. However, SB-152 includes a section that allows municipalities to provide those services upon voter approval. The attached memorandum provides additional details regarding SB-152 and the benefits of “opting out.” If Council agrees that it is in the best interest of the Town to opt out of SB-152, Council should refer the ballot question contained in Resolution No. TC-2016-15 to the voters at the November 8, 2016 election. Even if the Town is not prepared to offer such services immediately, opting out of the statutory scheme is the first step to being able to do so in the future. Town staff recommends approval of the Resolution.



Colorado Senate Bill 152

Restrictions on Municipal or Community-Led Broadband Initiatives

**A brief written by NEO Connect
April 2016**

Colorado Senate Bill 152

In 2005 the Colorado Legislature passed Colorado Senate Bill 05-152 (SB-152) at the urging of the largest telecom providers. This took away local governments' ability to compete with the private sector within the broadband marketplace including high-speed Internet, telecommunication and cable services. In essence, the law prohibits the use of municipal or county funds to be used to improve local broadband infrastructure and service.

While this inexplicable limitation is in place, it is by no means insurmountable. Local governments can obtain exemption through a local ballot initiative to opt-out of SB-152. As of April 2016, approximately 60 municipalities, counties and school districts have held public elections to opt out of SB-152. All of the favorable opt outs have passed overwhelmingly. Some communities (Estes Park, Durango and Telluride) passed with over 90% voting in favor of opting out of this restrictive bill, giving local governments the authority to solve broadband infrastructure gaps within their communities.

Restrictions

SB-152 prohibits your town from:

- Investing in broadband services and/or infrastructure for homes and businesses.
- Providing broadband services to businesses and households.
- Creating a private/public partnership that would leverage government infrastructure to provide affordable and high-speed Internet service

What the Law Says

Municipalities and local government entities can build out telecommunications infrastructure to other government entities (town hall, county offices, police, fire, ambulance, E-911 centers, etc.) and quasi-government entities (schools, libraries and hospitals). The network may be used by service providers to provide services to end users (homes and businesses) as long as the service provider's use of the network is insubstantial compared to government use. The term "insubstantial" is not defined in the law. Additionally, the law prohibits governments in entering into Public-Private Partnerships that are substantial (again, this term is not further defined) to provide telecommunications and broadband services.

Out of Date

The fact that SB-152 was written into law in 2005 is evident in that it defines high-speed Internet as 256 kbps, versus current standards defining broadband as 25 Mbps download speed and 3 Mbps upload speed. The good news is that municipalities can indeed offer free Internet service in city libraries, parks and community centers. The bad news is that it cannot exceed service speeds of 256 kbps.

The bigger issue with the 2005 legislation is that it assumes that the private sector will provide adequate service – services that are good enough for businesses to compete and its citizens to thrive. As economic development is not (nor should it be) a top priority for private carriers or part of their own business case, many towns are under or unserved, requiring municipalities to build (or partner to build) a modern infrastructure.

How to Proceed

A simple yes or no referendum to secure voter approval allows a Colorado, town, city, county, etc. to move forward with their broadband aspirations. This includes investing in infrastructure as well as forging partnerships to deliver alternative broadband service

What an Opt Out Means

An opt-out from your voters puts the authority to decide next steps in the hands of local authorities. Communities can conduct a feasibility study to see what better broadband in their community would cost and what it could mean in terms of economic and social advancement. Local authorities can look into potential public-private partnerships or even sit down to negotiate with the region's current Internet providers. Local authorities can build infrastructure and provide broadband services to the public if desired.

Aspirations Differ

Most often towns that seek to opt out of SB-152 as merely step one in exploring options and determining the appropriate level of investment to meet community aspirations. Aspirations could be as grand as building your own network or as simple as a negotiating tool with private carriers. Many towns that “opt out” have no desire to build or manage a network, but they do want the freedom to do so if it is their only option. Opting out gives your community options.

The Importance of Broadband

The importance of higher speed Internet for businesses and households is only increasing, as are requirements for higher speeds and greater bandwidth. Businesses need higher speeds to compete, capture economic opportunities and drive efficiencies. Schools increasingly need higher speed Internet services to link students to anywhere in the world, with countless learning opportunities, preparing our region's workforce of tomorrow. Robust bandwidth is needed to fill the growing and expanding needs for emerging solutions in both healthcare and public safety, literally making better broadband a matter of life and death. And of course households are increasingly in need for better broadband for civic, engagement, home-based work, and even entertainment.

Why Opting Out is Necessary

Often opting out of SB-152, you are paving the way to pursue options for obtaining what is now considered basic infrastructure for business and life. On occasion the private sector will indeed invest and expand its broadband infrastructure. But in sparsely populated, geographically

challenging communities across Colorado, the business case for improvement and increasing service levels cannot be made by the private sector. At least, it will not be made without the possibility that competition could take them out of a marketplace entirely. Opting out of SB-152 sends a clear message that status quo for your community is not good enough and are the first step towards investigating remedies in the form of public investment, partnerships, etc.

Colorado Opt Outs

More than 60 communities have opted out of SB-152 since November 2015, with an average “yes” vote to opt out coming in at 80%. The vast majority of local governments who have opted out are not decided on providing broadband services themselves; they are merely serving their constituents by recognizing current gaps in service. How these challenges are addressed is a question for planning, strategies, negotiations, asset assessment, public-private partnership meetings, etc. With so many communities opting out, many are uncovering opportunities to work together, aggregate demand and share costs.

Ballot Initiative Example

The following is an example of what a ballot initiative would look like:

“Without increasing taxes, shall (insert different government entities) have the legal ability to provide any and all services currently restricted by Title 29, Article 27, Part 1, of the Colorado Revised Statutes, specifically described as “advanced service,” “telecommunications services” and “cable television services,” as defined by the statute, specifically including new and improved bandwidth services based on best available technologies, utilizing current and new community-owned infrastructure to any existing fiber optic network, either directly, or indirectly with public or private sector service providers, to potential subscribers that may include telecommunications service providers, and residential or commercial users within (government entity), and that said services may be provided by (government entity) alone or in partnership with other governmental, private or corporate, including nonprofit, entities?”

For more information, contact:

Diane Kruse
NEO Connect
970-309-3500

dkruse@NEOconnect.us

www.NEOconnect.us

RESOLUTION NO. TC-2016-15

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL
REFERRING TO THE VOTERS OF THE TOWN OF NEW
CASTLE A BALLOT QUESTION CONCERNING SENATE
BILL 05-152.

WHEREAS, the Town of New Castle (“Town”), is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the Town; and

WHEREAS, the members of the Town Council of Town of New Castle (the “Council”) have been duly elected and qualified; and

WHEREAS, in 2005, the Colorado General Assembly adopted Senate Bill 05-152 (“SB-152”), codified as C.R.S. § 29-7-101, *et seq.*, which limits local governments’ ability to compete with the private sector with respect to high-speed internet, telecommunications, and cable services; and

WHEREAS, SB-152 includes a provision that allows local governments such as the Town to provide the services described in C.R.S. § 29-7-102 upon submitting a question regarding the same to the electorate; and

WHEREAS, allowing the Town to become a cable television service, telecommunications service, and/or internet service provider for Town residents and businesses presents an opportunity for economic development for the Town; and

WHEREAS, pursuant to Article V of the Town Charter, Town Council may, on its own motion, submit an ordinance or any other matter to the electorate; and

WHEREAS, the Town desires to opt out of SB 152 and to voluntarily refer a ballot question regarding the same to Town voters at the November 8, 2016 election.

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

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of Town Council.

2. Ballot Question. The Town Council hereby voluntarily refers the following ballot question, certified in substantially the form set forth below, to the registered electors of the Town and said ballot question shall appear on the ballot of the Town of New Castle at the November 8, 2016, general election:

WITHOUT INCREASING TAXES, SHALL THE TOWN OF NEW CASTLE, NOW OR IN THE FUTURE, HAVE THE LEGAL ABILITY TO PROVIDE ANY AND ALL SERVICES

CURRENTLY RESTRICTED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES, SPECIFICALLY INCLUDING “ADVANCED SERVICE,” “TELECOMMUNICATIONS SERVICES” AND “CABLE TELEVISION SERVICES” AS DEFINED BY THE STATUTE, AS WELL AS NEW AND IMPROVED BANDWIDTH SERVICES BASED ON BEST AVAILABLE TECHNOLOGIES, UTILIZING CURRENT AND NEW COMMUNITY-OWNED INFRASTRUCTURE, INCLUDING ANY EXISTING FIBER OPTIC NETWORK, EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR SERVICE PROVIDERS, TO POTENTIAL SUBSCRIBERS THAT MAY INCLUDE TELECOMMUNICATIONS SERVICE PROVIDERS AND RESIDENTIAL, COMMERCIAL, OR OTHER GOVERNMENTAL USERS WITHIN THE TOWN OF NEW CASTLE, WHETHER SAID SERVICES ARE PROVIDED BY THE TOWN OF NEW CASTLE ALONE OR IN PARTNERSHIP WITH OTHER GOVERNMENTAL, PRIVATE, OR FOR-PROFIT OR NONPROFIT CORPORATE ENTITIES?

3. After Election. If a majority of the votes cast approve the ballot question certified in Section 2 above, the Town, acting through the Council, shall be authorized to proceed with such necessary actions to implement the provisions of the question.

4. Contest. Pursuant to § 31-10-1308(2), C.R.S. and § 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution.

6. Effective Date. This Resolution shall be effective immediately upon adoption. The Town Clerk is directed to take any and all actions necessary to ensure that the above-certified question is added to ballot for the November 8, 2016 general election.

INTRODUCED, PASSED AND ADOPTED by a vote of ___ to ___ at a regular meeting of the Town Council of the Town of New Castle, Colorado, on August 2, 2016.

TOWN OF NEW CASTLE TOWN
COUNCIL

Art Riddile, Mayor

ATTEST:

Melody Harrison, Town Clerk