



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

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

## **Agenda**

### **New Castle Town Council Regular Meeting Tuesday, April 07, 2026, 7:00 PM**

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:

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

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

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

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Meeting Notice**

#### **Conflicts of Interest**

#### **Agenda Changes**

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

-Comments are limited to three minutes-

#### **Consultant Reports**

Consultant Attorney

Consultant Engineer

#### **Items for Consideration**

#### **A. Consider Right-of-Way License Agreement with Duck Blind Tavern**

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

#### **B. Consider Application from Pig & Duck, LLC DBA: Duck Blind Taverns to Modify Liquor License Premise to Add Sidewalk Service Area Located at 316 W. Main Street.**

#### **PUBLIC HEARING**

#### **C. Consider an Application from the Captain William H. "Pyro" DuBois Jr. Memorial Pilot Training Scholarship Fund for a Special Event Liquor License for Pyro's Push It Up River Trail Run on May 25, 2026, at Grand River Park**

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

## **PUBLIC HEARING**

**D. Consider Ordinance TC-2026-01 An Ordinance of the New Castle Town Council Granting Conditional Approval of a Final PUD Development Plan, Final Plat, and Vested Rights for Riverside Park Lot 1 (2<sup>nd</sup> reading)**

### **Items for Consideration**

**E. Review MOU with SPEAR and Consider Ratification, Withdrawal, or Other Directives to Police Department**

**F. Consider Ordinance TC-2026-03 – Creating Chapter 10.28 of Town Code Concerning Electric Assisted Bicycles (1<sup>st</sup> reading)**

**G. Discussion of Town Event Policy**

**H. Discussion Regarding Mayor Pro Tem Appointment Process**

### **Consent Agenda**

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

March 17, 2026, Minutes

March Bills \$837,325.18

### **Staff Reports**

Town Administrator

Town Clerk

Town Treasurer

Town Planner

Public Works Director

### **Commission Reports**

Planning & Zoning Commission

Historic Preservation Commission

Climate and Environment Commission

Senior Program

RFTA

AGNC

GCE

EAB

POSTR

### **Council Comments**

**Items for Future Council Agenda**

**Adjourn**



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### Memorandum

**To:** Mayor & Council  
**From:** David Reynolds  
**Re:** Agenda Item: Consider ROW License for the Duck Blind Tavern  
**Date:** 04/07/2026

**Purpose:**

The purpose of this agenda item is to consider approval of a Right of Way (ROW) License Agreement with the Duck Blind Tavern. Located at 316 W. Main St. The Duck Blind Tavern is requesting partial use of the sidewalk area in front of their business. Like an earlier agreement with EAT Bistro located previously at the same address, the Duck Blind wishes to add limited outdoor seating during nice weather days.

Staff has reviewed the concept, as well as limitations due to overall sidewalk width, and has the following recommendations:

Seating area must leave no less than 4' of usable flat sidewalk service for pedestrians to comfortably pass between the designated seating area and the sloped portion of adjoining sidewalk.

Due to sidewalk width limitations, seating area shall be limited to "two person" tables only.

Seating area shall be separated from remaining sidewalk by a suitable barrier.

The Duck Blind Tavern will acquire and maintain appropriate liquor licenses for the expanded service space.

See attached draft license agreement and drawings for more information.

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (“Agreement”), is made by and among the Town of New Castle, Colorado (hereinafter “Town”) and Pig & Duck LLC, DBA: The Duck Blind Tavern (“The Duck Blind Tavern”) this \_\_\_\_ day of April, 2026.

WHEREAS, the Town is the owner of certain right-of-way known as West Main Street (the “Town Property”); and

WHEREAS, The Duck Blind Tavern leases the property located at 316 W. Main Street, New Castle, Colorado (the “The Duck Blind Tavern Property”) from Ryan Baldwin, Earl Rodgers, Kevin Jones, owners of The Duck Blind Tavern Property, for the purpose of operating The Duck Blind Tavern restaurant at that location; and

WHEREAS, The Duck Blind Tavern Property is immediately adjacent to the Town Property; and

WHEREAS, The Duck Blind Tavern has requested permission to utilize a portion of the Town Property to permit certain encroachments consisting of an outdoor seating area where food and alcoholic beverages will be served (“Improvements”) as further shown on the attached Exhibit A, which is incorporated herein; and

WHEREAS, Resolution No. TC 99-19, and Town Code Section 12.20.100 permits the Town to approve such encroachments onto Town property under certain conditions; and

WHEREAS, the Parties desire to enter into this Agreement to outline the various responsibilities of the parties concerning access and use of the Town Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

The Town hereby grants a revocable license to The Duck Blind Tavern to occupy the Town Property for the purpose of permitting the Improvements on the following terms and conditions:

1. Any party may terminate this Agreement for any reason whatsoever by giving the other party sixty (60) days’ written notice.
2. The Duck Blind Tavern will be responsible for any damage that occurs as a result of its or its licensees’ or invitees’ use of the Town Property.
3. Upon the termination of this Agreement, The Duck Blind Tavern shall remove the Improvements and all other personal property from the Town Property.

4. If, upon termination, The Duck Blind Tavern does not remove the Improvements and/or other personal property, the Town reserves the right to remove any obstacle or obstruction and to charge The Duck Blind Tavern for the costs associated with such action.
5. The Duck Blind Tavern 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 Improvements, the use of the Town Property, or otherwise under this Agreement. This indemnification shall include actual attorneys' fees incurred by the Town in the event that any party brings an action against the Town.
6. The Duck Blind Tavern has or will provide the Town, annually, with a certificate naming the Town as an additional insured under their liability insurance policy. The Duck Blind Tavern shall maintain that insurance with coverage at least equal to the liability limits against governmental entities pursuant to the Colorado Governmental Immunity Act, CRS 24-10-114(1), as adjusted by the Colorado Secretary of State from time to time (currently \$505,000 for injury to one person in a single occurrence and \$1,421,000 for any injury to two or more persons in any single occurrence).
7. All parties have participated in the negotiation and preparation of this Agreement and it shall therefore not be construed against or in favor of any party.
8. Any notices per this Agreement shall be sent as follows:

Town:                      Town of New Castle  
                                 P.O. Box 90  
                                 New Castle CO 81647

with a copy to:         David McConaughy  
                                 Garfield & Hecht, P.C.  
                                 910 Grand Avenue, Suite 201  
                                 Glenwood Springs CO 81601

The Duck Blind Tavern: 316 West Main Street  
                                 417 Kim Dr.  
                                 Silt, CO 81652

9. Upon execution by the parties, this Agreement shall become binding and inure to the benefit and detriment of the parties, their successor and assigns. The Duck Blind Tavern or the owners of The Duck Blind Tavern Property shall disclose the existence of this Agreement to any prospective purchaser of The

Duck Blind Tavern Property, and any successor in title shall consent in writing to be bound by the terms and conditions of this Agreement and Resolution TC 99-19 and the Municipal Code or this Agreement shall terminate at the direction of the Town.

10. The Parties hereto understand and agree that the 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 the Town.
11. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. In the event of any dispute arising out of this Agreement, the parties agree that jurisdiction and venue is proper in the courts of Garfield County, Colorado, and the prevailing party shall be entitled to recover its reasonable costs and attorney fees in addition to all other remedies.
12. The Parties agree that this Agreement constitutes the final and entire agreement among the Parties and thereby supersedes and voids any and all prior agreements, letters, or understandings, whether written or oral, which may have existed regarding the subject matter of this Agreement.
13. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by written instrument duly executed by the Parties hereto.
14. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute the Agreement.
15. If any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired.
16. In case at any time after the date hereof, any further action is necessary or desirable to give full effect to the intent and purpose of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party hereto reasonably may request.
17. This Agreement does not constitute an express or implied land use approval of any type concerning The Duck Blind Tavern Property, nor does it otherwise impact or affect the zoning and entitlements of The Duck Blind Tavern Property.
18. No provision of this Contract 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 Colorado law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

TOWN OF NEW CASTLE

By:

\_\_\_\_\_  
Art Riddile, Mayor

Attest:

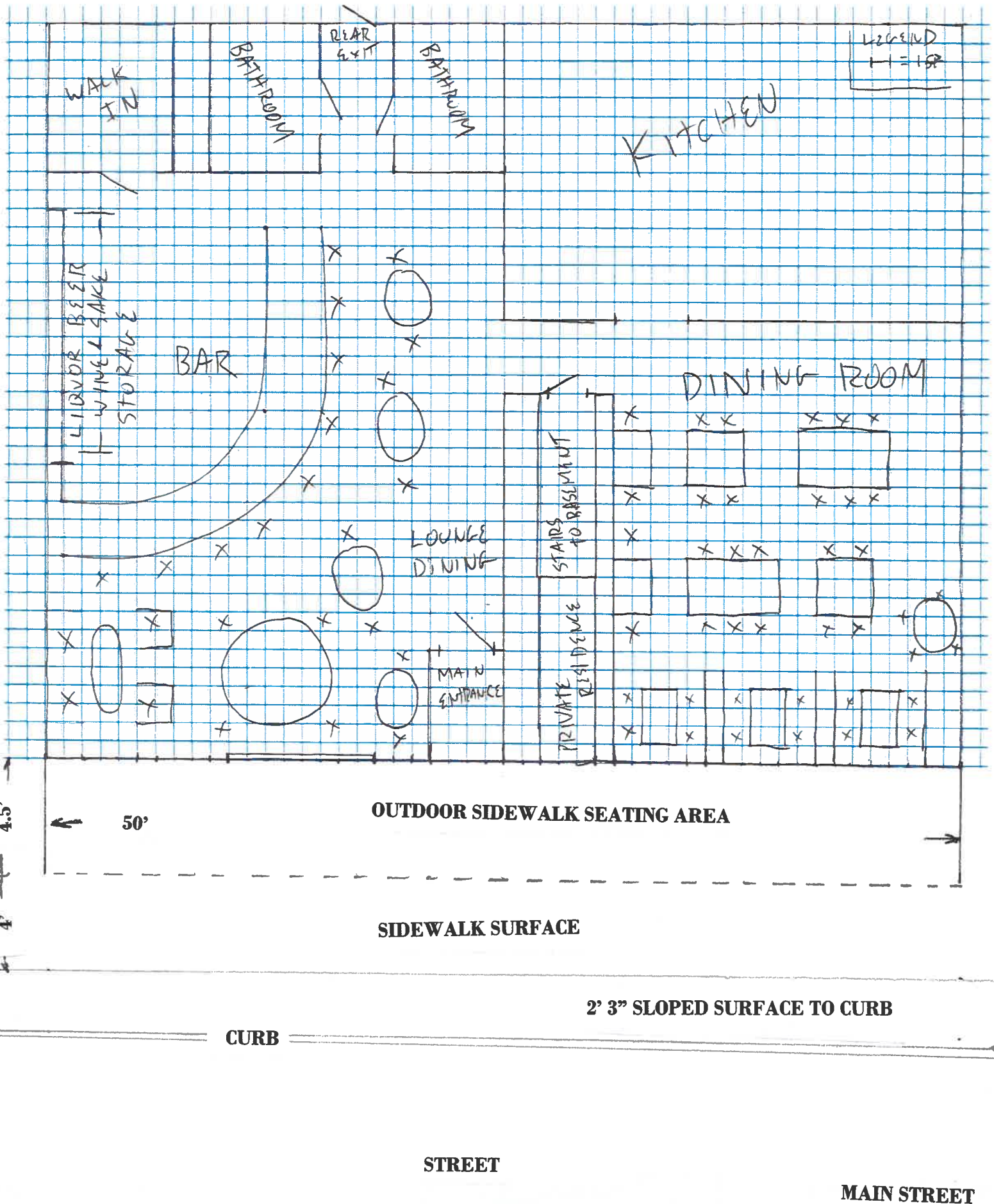
\_\_\_\_\_  
Mindy Andis, Town Clerk

LICENSEE:

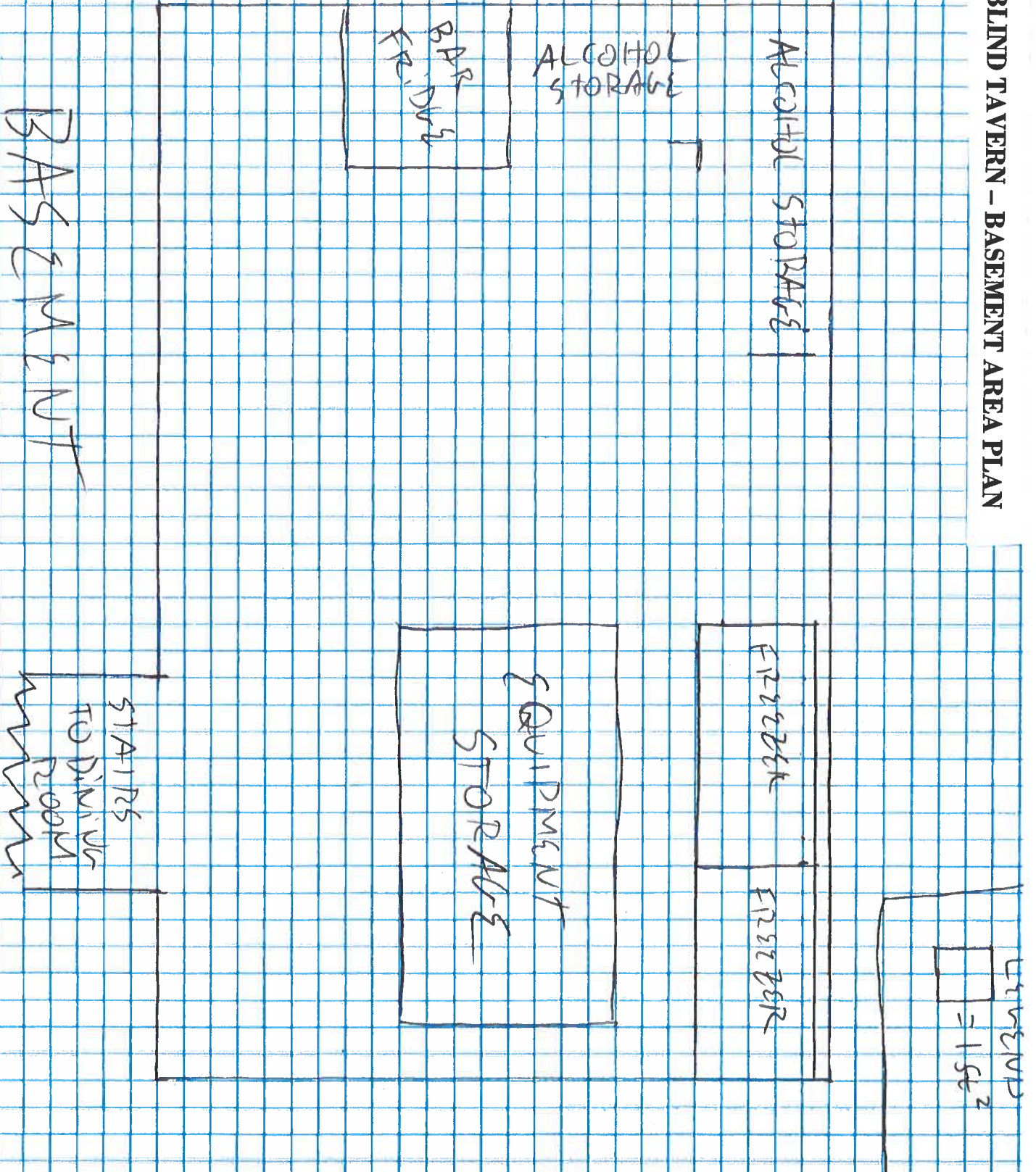
\_\_\_\_\_  
Pig & Duck, LLC  
By: Ryan Blawin, Member

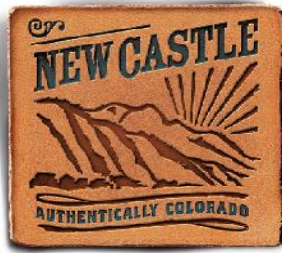
# THE DUCK BLIND TAVERN - MAIN LEVEL AREA PLAN

## EXHIBIT A



THE DUCK BLIND TAVERN - BASEMENT AREA PLAN





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

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

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### Memorandum

**To:** Mayor & Council

**From:** Mindy Andis

**Re:** Agenda Item: Consider Liquor License Modification for the Duck Blind Tavern to add sidewalk service area

**Date:** 04/07/2026

**Purpose:**

The purpose of this agenda item is to consider approval of a modification of the liquor license to add sidewalk service area for the Duck Blind Tavern, located at 316 W. Main St. The Duck Blind Tavern is requesting partial use of the sidewalk area in front of their business. If council approves the ROW license agreement for the Duck Blind Taverns to use the sidewalk in front of the business. Then, Duck Blind Taverns will need to apply for a modification to their liquor license to add the sidewalk service area.

The sidewalk service area will be required to be roped off or barricaded in a way to secure the service area.

Staff has reviewed the proposed ROW License Agreement and map for the modification and recommends approval of modification.

## Permit Application and Report of Changes

**All Answers Must Be Printed in Black Ink or Typewritten**

**Applicant is a**     Corporation     Individual     Partnership     Limited Liability Company

License Number

03-22297

Name of Licensee

Pig & Duck LLC

Trade Name of Establishment (DBA)

Duck Blind Tavern

Address of Premises (specify exact location of premises)

316 W Main St Unit A

City	County	State	ZIP Code
New Castle	Garfield	CO	81647

Business Email Address

Business Phone Number

970.536.6001

**Select the Appropriate Section Below and Reference the Instructions on Page 1.**

### Section A – Manager

- Manager's Registration (Hotel & Restaurant)..... \$30.00
- Manager's Registration (Tavern)..... \$30.00
- Manager's Registration (Lodging Facility)..... \$30.00
- Manager's Registration (Entertainment Facility)..... \$30.00
- Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

### Section B – Duplicate License

- Duplicate License ..... \$50.00

**Section C**

- Retail Warehouse Storage Permit (each)..... \$100.00
- Wholesale Branch House Permit (each)..... \$100.00
- Change Corporation or Trade Name Permit (each)..... \$50.00
- Change Location Permit (each)..... \$150.00
- Noncontiguous or Primary Manufacturing Location Change..... \$150.00
- Change, Alter or Modify Premises..... \$150.00 x  Total Fee:
- Addition of Optional Premises to Existing Hotel/Restaurant..... \$100.00 x  Total Fee:
- Addition of Related Facility to an Existing Resort or Campus Liquor Complex..... \$160.00 x  Total Fee:
- Campus Liquor Complex Designation..... No Fee
- Sidewalk Service Area..... \$75.00

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period

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

**Total Amount Due**..... \$  .

**Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area**

**Note:** Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

Adding seating on sidewalk

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

**Note: The total state fee for temporary modification is \$300.00**

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?.....

Yes  No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?.....  Yes  No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?.....  Yes  No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

## Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services I wish to designate my existing:

Liquor License Type

Liquor License Number

to a Campus Liquor Complex.....  Yes  No

### Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

#### Address of Related Facility

Address

City

State

ZIP Code

Outlined diagram provided.....  Yes  No

### Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Print Name

Title

Electronic signature is not accepted, physical signature is required.



Date (MM/DD/YY)

### Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)

Date filed with Local Authority

Signature

Title

Date (MM/DD/YY)

### Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

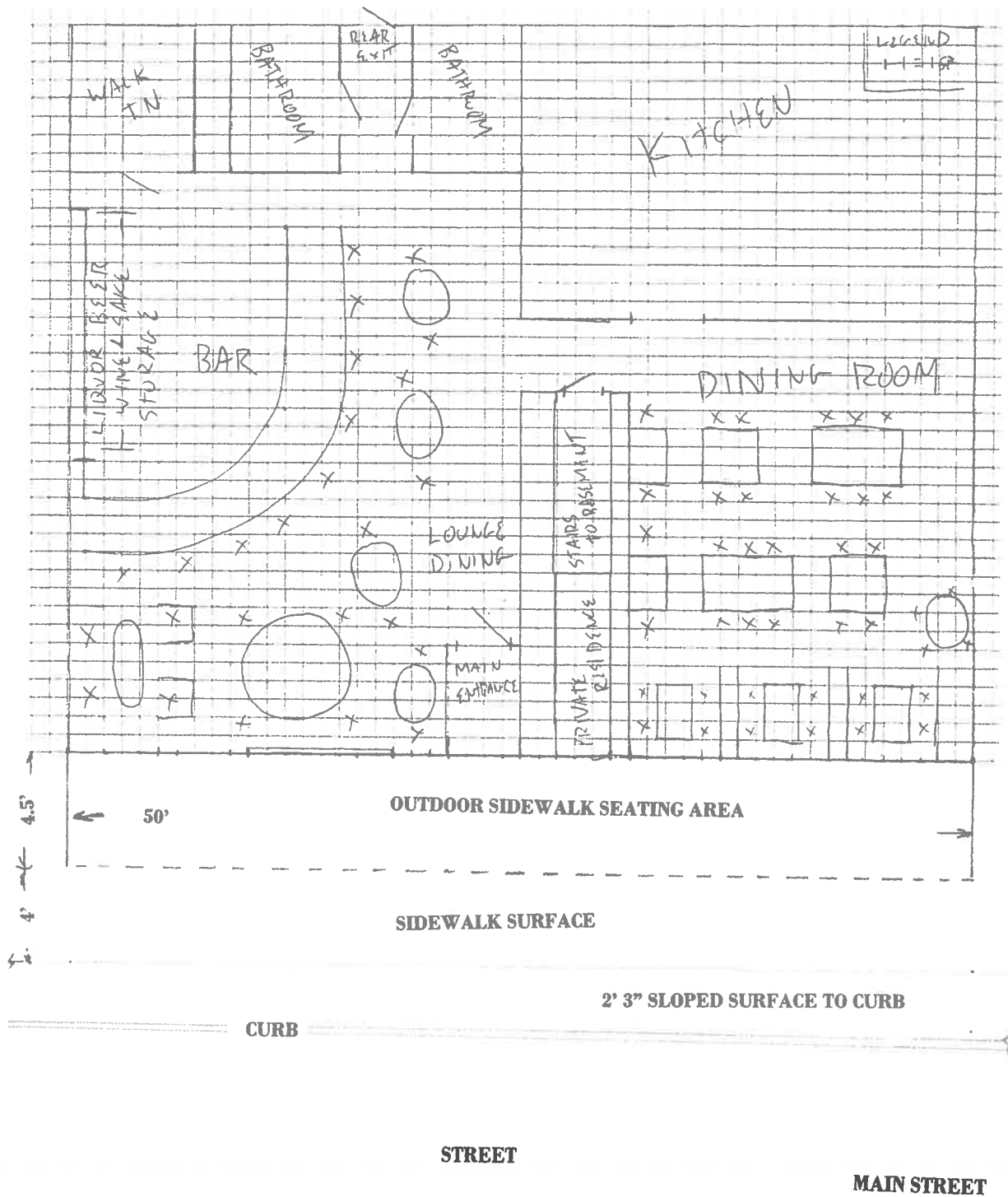
Electronic signature is not accepted, physical signature is required.

Title

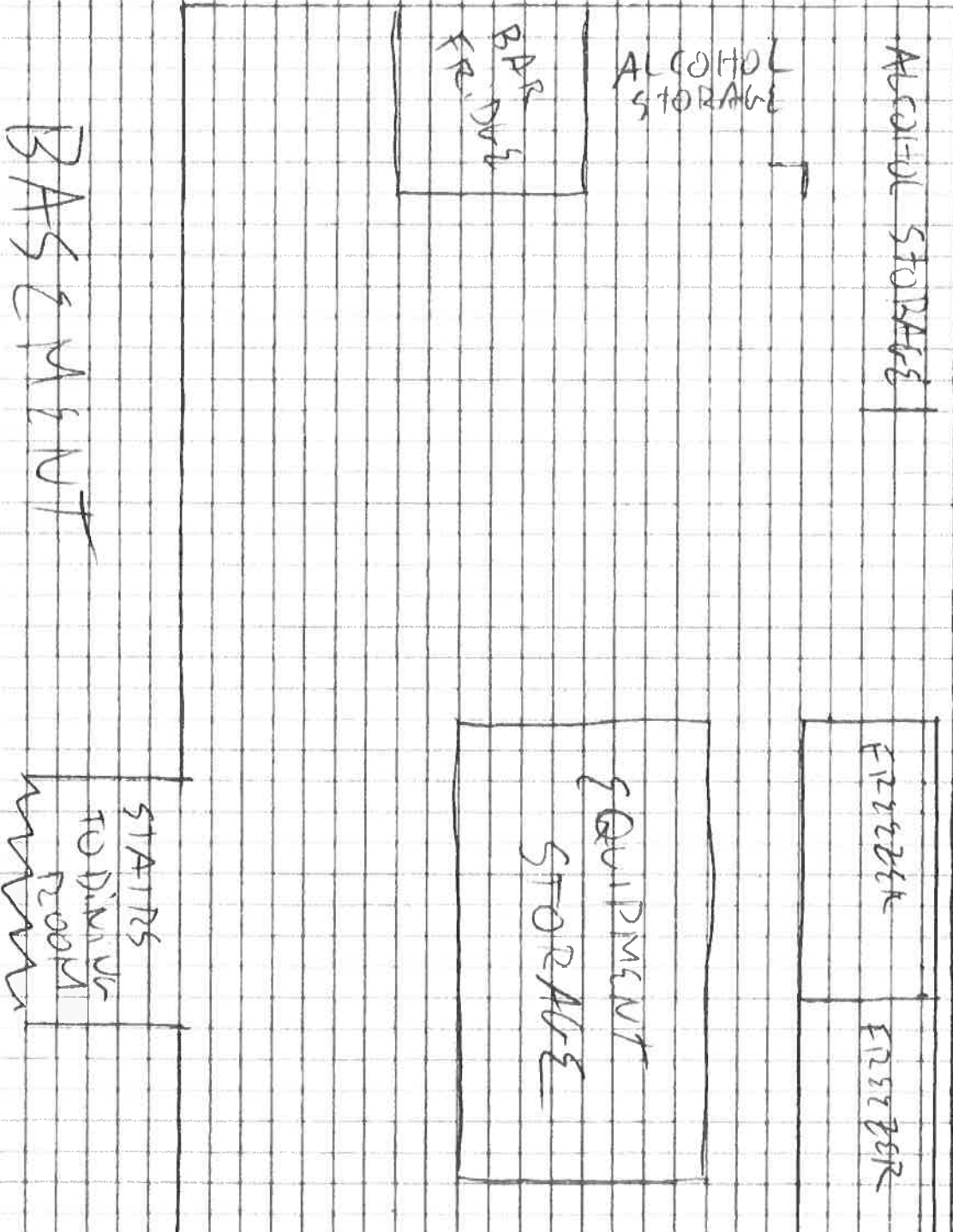
Date (MM/DD/YY)

# THE DUCK BLIND TAVERN - MAIN LEVEL AREA PLAN

## EXHIBIT A



THE DUCK BLIND TAVERN - BASEMENT AREA PLAN



1.56 ft<sup>2</sup>

# Memo

**To:** Local Liquor Authority

**From:** Mindy Andis, Town Clerk

**Date:** April 7, 2026

**Re:** Town of New Castle Special Event Liquor Permit for Captain William H. "Pyro" Dubois Jr. Memorial Pilot Training Scholarship Fund, May 25, 2026

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**Request:** The Special Event Staff of the Captain William H. "Pyro" Dubois Jr. Memorial Pilot Training Scholarship Fund requests a special events liquor license for Pyro's Push It up River Trail Run on May 25, 2026, located in Grand River Park.

**Background:** The Staff of the Captain William H. "Pyro" Dubois Jr. Memorial Pilot Training Scholarship Fund filed the application on February 17, 2025. The public hearing has been properly noticed. The application is properly completed.

**Recommendation:** If Council's consensus is to approve the attached application for a special event liquor permit for the Staff of the Captain William H. "Pyro" Dubois Jr. Memorial Pilot Training Scholarship Fund, the Clerk's Office staff recommends that Council consider the following condition(s):

Although the application requests a permit time 6:00 a.m. to 2:00p.m. on May 25, 2026, staff recommends that alcohol be served until 1:30 p.m., and alcohol be allowed on premises until 2:00 p.m.

**Policy Implications:** The policy implication of Council's approval of this special event license is that the Staff of the Captain William H. "Pyro" Dubois Jr. Memorial Pilot Training Scholarship Fund shall have the authority to serve, sell or distribute malt, vinous and spirituous liquors for on-premises consumption at Pyro's Push It up River Trail Run on May 25, 2026, from 6:00 a.m. to 2:00 p.m.

**Budget Implications:** Adopting staff's recommendation would increase sales tax revenues. Even though the applicant is a non-profit organization, it is required to collect and remit sales tax on beer sales.

*Mindy Andis, CMC*

Department Head (signature)

# Application for a Special Events Permit

Departmental Use Only

State Only Permit/State Property

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Social               | <input type="checkbox"/> Athletic                           | <input type="checkbox"/> Philanthropic Institution          |
| <input type="checkbox"/> Fraternal            | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input checked="" type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political            | <input type="checkbox"/> Religious Institution              |   |

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>Captain William H. "PYRO" DuBois SR Memorial Pilot Training Scholarship Fund</i>	State Sales Tax Number (Required) <i>98311202</i>
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>P.O. Box [redacted] New Castle, CO 81647</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>Grand River Park PARK DRIVE New Castle, CO 81647</i>
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4. Authorized Representative of Qualifying Organization or Political Candidate <i>William H. DuBois SR</i>	Date of Birth [redacted]	Phone Number [redacted]
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)  
*[redacted] New Castle, CO 81647*

5. Event Manager <i>DONNA DuBois</i>	Date of Birth [redacted]	Phone Number [redacted]
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Event Manager Home Address (Street, City, State, ZIP) <i>[redacted] New Castle, CO</i>	Email Address of Event Manager [redacted]
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
---	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
<i>MAY 25, 2026</i>	<i>6:00 a.m.</i>	<i>2:00 p.m.</i>									

**Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>[Signature]</i>	Title <i>President</i>	Date <i>11-29-25</i>
---------------------------------	---------------------------	-------------------------

**Report and Approval of Local Licensing Authority (City or County)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
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**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$ .



### CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

**THIS LICENSE IS  
NOT TRANSFERABLE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
98311202	N 100118	Nov 03 2021

0405 MID VALLEY DR NEW CASTLE CO 81647



CAPTAIN WILLIAM PYRO DUBOIS MEMORIAL  
PILOT TRAININ  
PO BOX 783  
NEW CASTLE CO 81647-0783



Executive Director  
Department of Revenue

▲ DETACH HERE ▲

### GENERAL INFORMATION



The following services are available at [www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline) under **Business**.

**Sales:**

- Verify a Sales Tax License
- View Local Sales Tax Rates
- View Business Location Rates
- Find Local Taxes by Address
- View Sales Tax Rate Charts



**Try Revenue Online today!**

[www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline)

Scan this code with your smartphone or tablet to  
access Revenue Online

Attend our free sales tax classes. Live classes, online CPE and Webinars are available. To sign up, visit [www.TaxSeminars.state.co.us](http://www.TaxSeminars.state.co.us)





Memorial Day - May 25 2026

# PYRO'S PUSH IT UP

## RIVER TRAIL RUN

Grand River Park in New Castle, Colorado

Honor our fallen hero by running or walking the family-friendly 3.5K or 7.7K trail along the beautiful Colorado River



In memory of Capt. William "Pyro" DuBois  
KIA on December 1st, 2014 in the Middle East



All proceeds go to the **Pyro's Wings Scholarship Fund**, supporting future fighter pilots and military families

Shotgun start at 8:30am

## Stay for the Bar-B-Que after the race!



For more information, visit

[www.pyroswings.com](http://www.pyroswings.com)

[pyrostrailrun@gmail.com](mailto:pyrostrailrun@gmail.com)

970-876-2324

**\$35**  
per run

**Glenwood Springs Office**  
910 Grand Avenue, Suite 201  
Glenwood Springs, Colorado 81601  
Telephone (970) 947-1936  
Facsimile (970) 947-1937

**GARFIELD & HECHT, P.C.**  
ATTORNEYS AT LAW  
Since 1975

[www.garfieldhecht.com](http://www.garfieldhecht.com)

## **MEMORANDUM**

DATE: April 2, 2026  
TO: New Castle Town Council  
FROM: David McConaughy, Town Attorney  
RE: Riverside Park Lot 1 PUD Plan  
Ordinance TC 2026-1 Second Reading

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### **Executive Summary**

Ordinance 2026-1 will be considered on second reading at the Town Council meeting on April 7, 2026. The ordinance now includes the proposed Development Agreement discussed below. Condition (a) has been deleted based on the Applicant's submission of an updated Site Plan, which will be included in the Council packet. Staff proposes a 5-year period for vested rights, which has been inserted into Section 6(a), but Council will need to decide that. Council will need to open a public hearing and consider any public comments before granting any vested rights. Council will also need to consider the Applicant's request to pay tap fees and water rights dedication fees over time. Subject to those details to be determined by Council, Staff recommends approval. A proposed motion is set forth at the end of this memo.

### **Vested Rights Procedures**

Chapter 16.36 of the Town Code requires an additional public hearing as a condition of granting vested property rights. A "vested property right" means the right to undertake and complete the development and use of property under the terms and conditions of a site-specific development plan. That "plan" is the complete application as defined in the proposed ordinance, and the terms and conditions are set forth in the ordinance and development agreement.

The presumptive period for vested rights under both Colorado law and the Town Code is three years. However, the Council has authority to approve a longer or shorter period in its discretion. Zoning and PUD approval does not automatically expire when vested rights expire. To change the land use entitlements would require new public hearings and review by the Planning Commission and the Town Council. Historically, the Town has generally not attempted to change land use entitlements simply because vested rights expire. The vested rights for Lakota PUD, for example, expired several years ago, but development under the original PUD continues.

Here, the Applicant has requested a 10-year vested rights period. Staff recommends a 5-year period. Review criteria were addressed in the detailed staff report presented at first reading, but the Council has broad discretion to determine the vesting period.

Council may ask questions of staff, the Applicant, or the public during the public hearing. Councilmembers should not express opinions about how they may vote until after the hearing is closed so that any decision will be based on the entire record.

### **Changes to Ordinance on Second Reading**

A “redline” is enclosed with this memo to show the changes from first to second reading. Those changes include:

- The recitals (or “Whereas” clauses) are updated to reflect that the application includes both PUD approval and the subdivision of the property into two lots;
- The Site Plan has been revised and updated as defined in Section 3(a);
- The Vested Rights period is proposed as 5 years in 6(a);
- Condition (a) has been deleted in light of the submission of the updated Site Plan;
- Condition (i) (formerly j) now references the Development Agreement, which would be approved by passing this ordinance.

### **Development Agreement**

The draft Development Agreement is our standard form and provides procedures and requirements for the Developer to build all required public improvements and to provide security to guaranty their construction if they are not complete prior to recording the Final Plat. This is to ensure that improvements will be built regardless of whether the Developer sells the lots before completion.

Section 12 references Exhibit C to show the EQR calculations to be used for water and sewer requirements and to calculate tap fees and water rights dedication fees. Exhibit C makes some modifications from the presumptive EQRs under the Town Code to reflect, for example, that the restaurant uses would be limited to a breakfast buffet with lower demands than a full restaurant serving lunch and dinner.

The Developer has requested the ability to pay certain fees over time. Typically, water rights dedication fees are due in full at Final Plat, and tap fees are due in full at the time of building permit. However, the Town has in the past agreed to allow developers of commercial properties such as Main Street restaurants to pay tap fees over time in order to encourage economic development. Section 12 would allow the water and sewer tap fees to be paid over 5 years from

building permit subject to a promissory note that would be interest-free except in the event of default. The actual amount would depend on the tap fee rates in effect at the time of the note.

Similarly, Section 16 would require cash in lieu of water rights dedication based on the same EQR schedule mentioned above, with payments again to be spread over 5 years starting at the recording of the Final Plat.

Other than these issues mentioned above, the Development Agreement is largely the same standard form that New Castle has used in connection with other developments in Town.

### **Proposed Motion**

**I move to approve [or deny] Ordinance TC 2026-01 on second reading as presented.**

Council has the option to include additional conditions or changes and should consider the Applicant's request with regard to the vested rights period, payment schedule, or other matters.

Alternatively, Council could make a motion to deny the ordinance or to continue any decision to a future meeting. If there is a motion for denial, Council should engage in discussion on the record as to the reasons for denial prior to voting.

**TOWN OF NEW CASTLE, COLORADO  
ORDINANCE NO. TC 2026-1**

**AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL GRANTING  
CONDITIONAL APPROVAL OF A FINAL PUD DEVELOPMENT PLAN,  
FINAL PLAT, AND VESTED RIGHTS FOR RIVERSIDE PARK LOT 1**

WHEREAS, Coal Seam, LLC (“Applicant”) owns certain real property within the Town of New Castle, Colorado (the “Town”) described in the attached Exhibit A (the “Property” or the “Coal Seam PUD”)); and

WHEREAS, the Property is zoned Highway Business as part of the Riverside Park PUD as provided in Ordinance #99-5; and

WHEREAS, on September 27, 2023, pursuant to Section 17.100.050(A) of the Town Municipal Code (“Code”), the Planning Commission (P&Z) voted unanimously to allow Applicant to submit a combined Preliminary/Final PUD Plan application with the condition that the preliminary and final application steps be considered separately if P&Z finds the combined application to be insufficient for final approval; and

WHEREAS, Applicant submitted a combined Preliminary/Final PUD Plan application together with an application for a lot split, variances, and vested rights (collectively, the “Application” as further defined below), which Application was deemed complete on April 11, 2025; and

WHEREAS, the Town of New Castle Planning & Zoning Commission (“Commission”) held a duly noticed public hearing on May 28, 2025, which was continued to July 23, 2025, and again to December 10, 2025, all with Applicant’s consent, to consider the Application; and

WHEREAS, after the public hearing was continued on July 23, 2025, Applicant amended the Application; and

WHEREAS, as amended, the Application proposes to subdivide the Property into two lots and construct a 71-room hotel, a restaurant, and 4 employee residences on a total of 5.84 acres; and

WHEREAS, the Applicant intends to develop the Property and the public improvements associated with the same in one phase; and

WHEREAS, at its December 10, 2025, meeting, the Commission recommended that Town Council approve the Application with conditions; and

WHEREAS, Applicant has requested vested rights for the Final Plan, which Final Plan constitutes a site-specific development plan under Section 16.36.020 of the Town Municipal Code; and

WHEREAS, pursuant to Code Section 16.36.060, a duly-noticed public hearing was held by Town Council on April 7, 2026, to consider the Application and vested rights for the Final Plan; and

WHEREAS, Town Council has considered the Application materials, testimony, and other evidence from Staff, the Applicant, and members of the public concerning the Application; and

WHEREAS, Town Council has determined pursuant to Section 16.36.050 of the Code that vested rights for the Final Plan are appropriate considering the phasing of development, the substantial benefits conferred upon the Town and its citizens by the recreation and open space, sales tax revenue, employment opportunities, and workforce housing opportunities provided by the mixed-use development, and the other unique characteristics of the proposed development; and

WHEREAS, based on the Application, testimony, and other information presented and subject to compliance with the terms and conditions of this Ordinance, Town Council finds that the Application complies with the following review criteria set forth in Sections 16.16.030(G) and 17.100.060(H) of the Code:

1. Consistency with the comprehensive plan;
2. Compliance with zoning and density requirements;
3. Compatibility to neighboring land uses;
4. Availability of town services from public works (including water and sewer services), fire, and police;
5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;
6. Required open space or parks designed for active or passive use by residents of the subdivision and the public; and
7. Development consistent with the natural character, contours, and viewsheds of the land; and

WHEREAS, Town Council finds further that the Application meets the goals described in Code Section 16.04.010, satisfies the criteria set forth in Code Section 17.72.090, and conforms or will conform with the conditions of approval of the Preliminary Plan; and

WHEREAS, Town Council now desires to approve the Application and vested rights for the Final Plan pursuant to the terms and conditions of this Ordinance.

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

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

2. Definition of the Application. The “Application” consists of the documents and information identified on Exhibit B, plus all representations of and other documents presented by the Applicant reflected in the recordings and minutes of the Planning and Zoning Commission public hearings held on May 28, 2025, July 23, 2025, and December 10, 2025, and the March 3, 2026 Town Council meeting and April 7, 2026, public hearing.
3. Approval of Final Plan: The Final Plan proposes:
  - a. The development of a 71-room hotel, a restaurant, and 4 employee residences, as depicted on the site plan prepared by RED dated **March \_\_\_\_, 2026** (the “Site Plan”), and as otherwise described in the Application, including the most updated versions of all architectural renderings, elevations, and floorplans;
  - b. Use and other zoning standards including parking requirements, maximum height, and setbacks as described and depicted on the Site Plan;
  - c. The subdivision of the Property into two lots as shown on the final subdivision plat included in the Application; and
  - d. Any amended final plats or condominium maps for the mixed-use spaces will be submitted for approval at the staff level, provided that the amended final plats or condominium maps and mixed-use buildings are in substantial conformance with the approved Application

Town Council hereby approves the Final Plan as a site-specific development plan with the elements described in 3a – d, above, subject to compliance with all conditions set forth in Section 7 of this Ordinance.

4. Subdivision. Town Council hereby approves the Final Plat, subject to compliance with the applicable conditions set forth in Section 7 of this Ordinance.
5. Zoning. Development and use of the Property under the Final Plan is subject to the following zoning restrictions and requirements:
  - a. The restrictions and requirements of the Final Plan;
  - b. Those restrictions and requirements of the Highway Business Zone District that are not covered by the Final Plan. In the event of a conflict between the Final Plan or Final Plat of the Property and the Highway Business Zone district regulations, the Final Plan and Plat shall control;
  - c. All other applicable provisions of the Code; and
  - d. All applicable Ordinances of the Town.

6. Vested Rights. Town Council finds that the requirements of Section 16.36 for obtaining vested rights for the Final Plan have been satisfied and hereby approves the following vested rights for the Final Plan:

- a. The vested rights period for development of the Property in accordance with the Final Plan will be 5 years from the effective date of this Ordinance.
- b. The following are exceptions to the vested rights for the Final Plan:
  - i. Development of the Property in accordance with the Final Plan will be subject to any wildland urban interface regulations in effect at the time of building permit, regardless of the approved Final Plan.
  - ii. Owners of any interest in the Property will be required to comply with the sign code in effect at the time of application for a sign permit. There is no grandfathering of or vested rights for signage within the Property.

7. Conditions. Approval of the Application, Final Plan, and Phase 1 Final Plat are subject to and contingent up on satisfaction of the following conditions:

- a. Prior to submission of a building permit for the Property, final construction drawings shall demonstrate compliance with the building heights included in the final Application materials.
- b. All applicable signs shall conform to the conceptual signage depicted in the last-dated Application materials. All other signage shall be subject to the provisions of the sign code, Chapter 17.18.
- c. Exterior surfaces for all structural retaining walls shall be clad with equivalent material types to those approved for the hotel structure.
- d. If the residential units are to be condominiumized for separate ownership, a minor PUD amendment pursuant to section 17.100.110 will be required.
- e. Prior to recordation of the final plat, the Applicant shall demonstrate compliance with all recommendations of the Town Engineer, Town Public Works Director, Town Attorney, and Fire Marshal provided in response to review of the Application.
- f. Parking lot lighting should be on timers to reduce the light duration at night while maintaining security lighting as needed.
- g. All trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear-resistant latching mechanism.
- h. The form of the declaration of covenants for the Property shall be finalized and address any Town Attorney comments prior to recordation. The parking

- management plan or declaration of covenants shall reserve at least one full-time parking space for each residential unit including suitable reserved parking signage. Recordation of the declaration of covenants shall be accomplished at or before recording of the final plat.
- i. A Subdivision Improvements and PUD Development Agreement (SIA) in substantially the form attached as Exhibit C and containing an engineer's stamped cost estimate for the public improvements serving the development to the satisfaction of the Town Engineer and Town Attorney shall be recorded along with and as a condition of recording the Final Plat.
  - j. Landscaping shall incorporate native grasses and plants that minimize maintenance, mowing, and irrigating. The landscape plan shall be approved by Public Works prior to issuance of building permit.
  - k. As illustrated in the final Application materials, an unimproved, single-track trail system shall be made available for patrons of the Property as well as to the general public. The Town may consider building a trail connector between the proposed trail system and the current trail system at Grand River Park for the benefit of the New Castle community. Parks fees collected for the residential units may be used by the Town to offset the expense of the connecting trail.
  - l. All representations of the Applicant made verbally or in written submittals presented to the Town before the Commission or Town Council in conjunction with the Application shall be considered part of the Application and binding on the Applicant.
  - m. The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding the Application, including, without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs.
  - n. The sale of individual lots, parcels, or units within the Property may not occur until a plat creating the lot, parcel, or unit is recorded with Garfield County and security for the public improvements necessary therefor has been received by the Town.
  - o. No grading or excavation for the construction of a building on the Property shall occur until a permit is issued for that specific building. Applicant may commence grading and excavation for infrastructure for public improvements in areas of the project for which a plat and subdivision improvements agreement has not yet been recorded, provided that Applicant has obtained a grading permit pursuant to the Town Code and posted security to cover the applicable grading and revegetation work.
8. Severability. Each section of this Resolution is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any

cause or reason shall not be deemed to affect the validity or constitutionality of any other section or part hereof, the intent being that the provisions of this Resolution are severable.

9. Effective Date. This Ordinance shall be effective 14 days after final publication pursuant to Section 4.3 of the Town Charter

INTRODUCED on first reading on March 3, 2026, at which time copies were available to the Town Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Town Council of the Town of New Castle, Colorado, on April 7, 2026, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO  
TOWN COUNCIL

By: \_\_\_\_\_  
Art Riddile, Mayor

ATTEST:

\_\_\_\_\_  
Mindy Andis, Town Clerk

Exhibits: Exhibit A: Legal Description; Exhibit B: List of Application materials; Exhibit C: form SIA

**EXHIBIT A**  
Legal Description

Lot 1, Riverside Park Subdivision, according to the plat thereof recorded July 12, 1999,  
as Reception No. 548663

**EXHIBIT B**

Preliminary/Final PUD Application Materials

1. Final PUD Site Plan updated March \_\_, 2026
2. Land Use Application consisting of the following and last updated on February 24, 2026:
  - i. Land Use Application
  - ii. Introduction
  - iii. Project Description - Existing Conditions & Proposed Development
  - iv. Specific Project Parameters
  - v. Preliminary Plat Code Requirements response
  - vi. Final Plat Code Requirements response
  - vii. Preliminary PUD Code Requirements response
  - viii. Final PUD Code Requirements response
  - ix. Lot Splits Code Requirements response
  - x. Ex. A - Legal Description
  - xi. Exhibit B - Adjacent Land Use Map
  - xii. Exhibit C - Geotechnical Subsoil Study (HP Geotech)
  - xiii. Exhibit D - Traffic Impact Study (Kellar Engineering)
  - xiv. Exhibit E - Water and Sewer Report (Pinnacle Design Consulting Group)
  - xv. Exhibit F - Postmaster Approval
  - xvi. Exhibit G - Notarized Certificate of Ownership, Title Commitment
  - xvii. Exhibit H - Rockfall Mitigation Report
  - xviii. Exhibit I - List of Property Owners Within 250 Feet
  - xix. Exhibit J - CCIOA Policies, Assoc. Declaration, Bylaws
  - xx. Exhibit K - Weed and Dust Management Plan
  - xxi. Exhibit L - Fiscal Impact Study
  - xxii. Exhibit M - Will Serve Letters, Xcel Email
  - xxiii. Exhibit N - Drawing Package
    - A. Plat (Pinnacle Design Consulting Group)
    - B. Survey (Tuttle Surveying Services, Inc.)
    - C. Floodplain Maps (Schmueser Gordan Meye Engineers & Surveyors)
    - D. Civil Plans (Pinnacle Design Consulting Group)
    - E. Civil Drainage Report (Pinnacle Design Consulting Group)
    - F. Landscape and Irrigation Plan, Berm Profile (The Stevens Group, Inc.)
    - G. Rockfall Mitigation Plan (CTL Thompson)
    - H. Architectural Site Plan (RED Room Design, LLC)
    - I. Architectural Lot Coverage (RED Room Design, LLC)
    - J. Architectural Gross Area (RED Room Design, LLC)
    - K. Architectural Floor Plans (RED Room Design, LLC)
    - L. Architectural Elevations (RED Room Design, LLC)
    - M. Architectural Signage (RED Room Design, LLC)
    - N. Architectural 3D Rendering (RED Room Design, LLC)
    - O. Structural Retaining Wall Plan (BWR)
    - P. Exhibit O - Employee Housing Agreement

**EXHIBIT C**  
Form SIA

**TOWN OF NEW CASTLE, COLORADO  
ORDINANCE NO. TC 2026-1**

**AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL GRANTING  
CONDITIONAL APPROVAL OF A FINAL PUD DEVELOPMENT PLAN,  
FINAL PLAT, AND VESTED RIGHTS FOR RIVERSIDE PARK LOT 1**

WHEREAS, Coal Seam, LLC (“Applicant”) owns certain real property within the Town of New Castle, Colorado (the “Town”) described in the attached Exhibit A (the “Property” or the “Coal Seam PUD”); and

WHEREAS, the Property is zoned Highway Business as part of the Riverside Park PUD as provided in Ordinance #99-5; and

WHEREAS, on September 27, 2023, pursuant to Section 17.100.050(A) of the Town Municipal Code (“Code”), the Planning Commission (P&Z) voted unanimously to allow Applicant to submit a combined Preliminary/Final PUD Plan application with the condition that the preliminary and final application steps be considered separately if P&Z finds the combined application to be insufficient for final approval; and

WHEREAS, Applicant submitted a combined Preliminary/Final PUD Plan application together with an application for a lot split, variances, and vested rights (collectively, the “Application” as further defined below), which Application was deemed complete on April 11, 2025; and

WHEREAS, the Town of New Castle Planning & Zoning Commission (“Commission”) held a duly noticed public hearing on May 28, 2025, which was continued to July 23, 2025, and again to December 10, 2025, all with Applicant’s consent, to consider the Application; and

WHEREAS, after the public hearing was continued on July 23, 2025, Applicant amended the Application; and

WHEREAS, as amended, the Application proposes ~~the construction of~~ subdivide the Property into two lots and construct a 71-room hotel, a restaurant, and 4 employee residences, on a total of 5.84-acre lot acres; and

WHEREAS, the Applicant intends to develop the Property and the public improvements associated with the same in one phase; and

WHEREAS, at its December 10, 2025, meeting, the Commission recommended that Town Council approve the Application with conditions; and

WHEREAS, Applicant has requested vested rights for the Final Plan, which Final Plan constitutes a site-specific development plan under Section 16.36.020 of the Town Municipal Code; and

WHEREAS, pursuant to Code Section 16.36.060, a duly-noticed public hearing was held by Town Council on ~~March~~ April 7, 2026, to consider the Application and vested rights for the Final Plan; and

WHEREAS, Town Council has considered the Application materials, testimony, and other evidence from Staff, the Applicant, and members of the public concerning the Application; and

WHEREAS, Town Council has determined pursuant to Section 16.36.050 of the Code that vested rights for the Final Plan are appropriate considering the phasing of development, the substantial benefits conferred upon the Town and its citizens by the recreation and open space, sales tax revenue, employment opportunities, and workforce housing opportunities provided by the mixed-use development, and the other unique characteristics of the proposed development; and

WHEREAS, based on the Application, testimony, and other information presented and subject to compliance with the terms and conditions of this Ordinance, Town Council finds that the Application complies with the following review criteria set forth in Sections 16.16.030(G) and 17.100.060(H) of the Code:

1. Consistency with the comprehensive plan;
2. Compliance with zoning and density requirements;
3. Compatibility to neighboring land uses;
4. Availability of town services from public works (including water and sewer services), fire, and police;
5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;
6. Required open space or parks designed for active or passive use by residents of the subdivision and the public; and
7. Development consistent with the natural character, contours, and viewsheds of the land; and

WHEREAS, Town Council finds further that the Application meets the goals described in Code Section 16.04.010, satisfies the criteria set forth in Code Section 17.72.090, and conforms or will conform with the conditions of approval of the Preliminary Plan; and

WHEREAS, Town Council now desires to approve the Application and vested rights for the Final Plan pursuant to the terms and conditions of this Ordinance.

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

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

2. Definition of the Application. The “Application” consists of the documents and information identified on Exhibit B, plus all representations of and other documents presented by the Applicant reflected in the recordings and minutes of the Planning and Zoning Commission public hearings held on May 28, 2025, July 23, 2025, and December 10, 2025, and the ~~Town Council meetings and public hearing held on March 3, 2026, and~~ Town Council meeting and April 7, 2026, public hearing.

3. Approval of Final Plan: The Final Plan proposes:
- a. The development of a 71-room hotel, a restaurant, and 4 employee residences, as depicted on the site plan prepared by RED dated ~~October 30~~ March 2025 2026 (the “Site Plan”), and as otherwise described in the Application, including the most updated versions of all architectural renderings, elevations, and floorplans;
  - b. Use and other zoning standards including parking requirements, maximum height, and setbacks as described and depicted on the Site Plan;
  - c. The subdivision of the Property into two lots as shown on the final subdivision plat included in the Application; and
  - d. Any amended final plats or condominium maps for the mixed-use spaces will be submitted for approval at the staff level, provided that the amended final plats or condominium maps and mixed-use buildings are in substantial conformance with the approved Application

Town Council hereby approves the Final Plan as a site-specific development plan with the elements described in 3a – d, above, subject to compliance with all conditions set forth in Section 7 of this Ordinance.

4. Subdivision. Town Council hereby approves the Final Plat, subject to compliance with the applicable conditions set forth in Section 7 of this Ordinance.

5. Zoning. Development and use of the Property under the Final Plan is subject to the following zoning restrictions and requirements:

- a. The restrictions and requirements of the Final Plan;
- b. Those restrictions and requirements of the Highway Business Zone District that are not covered by the Final Plan. In the event of a conflict between the Final Plan or Final Plat of the Property and the Highway Business Zone district regulations, the Final Plan and Plat shall control;
- c. All other applicable provisions of the Code; and
- d. All applicable Ordinances of the Town.

6. Vested Rights. Town Council finds that the requirements of Section 16.36 for obtaining vested rights for the Final Plan have been satisfied and hereby approves the following vested rights for the Final Plan:

- a. The vested rights period for development of the Property in accordance with the Final Plan will be ~~---~~5 years from the effective date of this Ordinance.
- b. The following are exceptions to the vested rights for the Final Plan:
  - i. Development of the Property in accordance with the Final Plan will be subject to any wildland urban interface regulations in effect at the time of building permit, regardless of the approved Final Plan.
  - ii. Owners of any interest in the Property will be required to comply with the sign code in effect at the time of application for a sign permit. There is no grandfathering of or vested rights for signage within the Property.

7. Conditions. Approval of the Application, Final Plan, and Phase 1 Final Plat are subject to and contingent up on satisfaction of the following conditions:

~~a. The Site Plan shall be revised to identify it as a site specific development plan and list all (A) permitted uses, (B) conditional uses, and (C) non permitted uses approved by Council. Non permitted uses shall include gas stations, tire shops, car washes, those listed in section 17.36.060 for the C-1 zone district, and any others required by Council. A fourth section shall be added stating: (D) "Any use not specifically defined in the permitted, conditional, or non permitted use categories shall be a conditional use."~~

a. ~~b.~~ Prior to submission of a building permit for the Property, final construction drawings shall demonstrate compliance with the building heights included in the final Application materials.

b. ~~e.~~ All applicable signs shall conform to the conceptual signage depicted in the last-dated Application materials. All other signage shall be subject to the provisions of the sign code, Chapter 17.18.

c. ~~d.~~ Exterior surfaces for all structural retaining walls shall be clad with equivalent material types to those approved for the hotel structure.

d. ~~e.~~ If the residential units are to be condominiumized for separate ownership, a minor PUD amendment pursuant to section 17.100.110 will be required.

e. ~~f.~~ Prior to recordation of the final plat, the Applicant shall demonstrate compliance with all recommendations of the Town Engineer, Town Public Works Director, Town Attorney, and Fire Marshal provided in response to review of the Application.

f. ~~g.~~ Parking lot lighting should be on timers to reduce the light duration at night

while maintaining security lighting as needed.

- g. ~~h.~~ All trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear-resistant latching mechanism.
- h. ~~i.~~ The form of the declaration of covenants for the Property shall be finalized and address any Town Attorney comments prior to recordation. The parking management plan or declaration of covenants shall reserve at least one full-time parking space for each residential unit including suitable reserved parking signage. Recordation of the declaration of covenants shall be accomplished at or before recording of the final plat.
- i. ~~j.~~ A ~~subdivision improvements agreement (SIA)~~ Subdivision Improvements and PUD Development Agreement (SIA) in substantially the form attached as Exhibit C and containing an engineer's stamped cost estimate ~~of~~ for the public improvements servicing the development to the satisfaction of the Town Engineer and Town Attorney ~~and approved by Town Council~~ shall be recorded along with and as a condition of recording the Final Plat.
- j. ~~k.~~ Landscaping shall incorporate native grasses and plants that minimize maintenance, mowing, and irrigating. The landscape plan shall be approved by Public Works prior to issuance of building permit.
- k. ~~l.~~ As illustrated in the final Application materials, an unimproved, single-track trail system shall be made available for patrons of the Property as well as to the general public. The Town may consider building a trail connector between the proposed trail system and the current trail system at Grand River Park for the benefit of the New Castle community. Parks fees collected for the residential units may be used by the Town to offset the expense of the connecting trail.
- l. ~~m.~~ All representations of the Applicant made verbally or in written submittals presented to the Town before the Commission or Town Council in conjunction with the Application shall be considered part of the Application and binding on the Applicant.
- m. ~~n.~~ The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding the Application, including, without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs.
- n. ~~o.~~ The sale of individual lots, parcels, or units within the Property may not occur until a plat creating the lot, parcel, or unit is recorded with Garfield County and security for the public improvements necessary therefor has been received by the Town.
- o. ~~p.~~ No grading or excavation for the construction of a building on the Property shall occur until a permit is issued for that specific building. Applicant may

commence grading and excavation for infrastructure for public improvements in areas of the project for which a plat and subdivision improvements agreement has not yet been recorded, provided that Applicant has obtained a grading permit pursuant to the Town Code and posted security to cover the applicable grading and revegetation work.

8. Severability. Each section of this Resolution is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause or reason shall not be deemed to affect the validity or constitutionality of any other section or part hereof, the intent being that the provisions of this Resolution are severable.

9. Effective Date. This Ordinance shall be effective 14 days after final publication pursuant to Section 4.3 of the Town Charter

INTRODUCED on first reading on March 3, 2026, at which time copies were available to the Town Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Town Council of the Town of New Castle, Colorado, on ~~\_\_\_\_\_~~ April 7, 2026, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO  
TOWN COUNCIL

By: \_\_\_\_\_  
Art Riddile, Mayor

ATTEST:

\_\_\_\_\_  
Mindy Andis, Town Clerk

Exhibits: Exhibit A: Legal Description; Exhibit B: List of Application materials; [Exhibit C: form SIA](#)

**EXHIBIT A**  
Legal Description

Lot 1, Riverside Park Subdivision, according to the plat thereof recorded July 12, 1999,  
as Reception No. 548663

**EXHIBIT B**  
Preliminary/Final PUD Application Materials

1. Final PUD Site Plan updated March \_\_, 2026
2. Land Use Application consisting of the following and last updated on February 24, 2026:
  - i. Land Use Application
  - ii. Introduction
  - iii. Project Description - Existing Conditions & Proposed Development
  - iv. Specific Project Parameters
  - v. Preliminary Plat Code Requirements response
  - vi. Final Plat Code Requirements response
  - vii. Preliminary PUD Code Requirements response
  - viii. Final PUD Code Requirements response
  - ix. Lot Splits Code Requirements response
  - x. Ex. A - Legal Description
  - xi. Exhibit B - Adjacent Land Use Map
  - xii. Exhibit C - Geotechnical Subsoil Study (HP Geotech)
  - xiii. Exhibit D - Traffic Impact Study (Kellar Engineering)
  - xiv. Exhibit E - Water and Sewer Report (Pinnacle Design Consulting Group)
  - xv. Exhibit F - Postmaster Approval
  - xvi. Exhibit G - Notarized Certificate of Ownership, Title Commitment
  - xvii. Exhibit H - Rockfall Mitigation Report
  - xviii. Exhibit I - List of Property Owners Within 250 Feet
  - xix. Exhibit J - CCIOA Policies, Assoc. Declaration, Bylaws
  - xx. Exhibit K - Weed and Dust Management Plan
  - xxi. Exhibit L - Fiscal Impact Study
  - xxii. Exhibit M - Will Serve Letters, Xcel Email
  - xxiii. Exhibit N - Drawing Package
    - A. Plat (Pinnacle Design Consulting Group)
    - B. Survey (Tuttle Surveying Services, Inc.)
    - C. Floodplain Maps (Schmueser Gordan Meye Engineers & Surveyors)
    - D. Civil Plans (Pinnacle Design Consulting Group)
    - E. Civil Drainage Report (Pinnacle Design Consulting Group)
    - F. Landscape and Irrigation Plan, Berm Profile (The Stevens Group, Inc.)
    - G. Rockfall Mitigation Plan (CTL Thompson)
    - H. Architectural Site Plan (RED Room Design, LLC)
    - I. Architectural Lot Coverage (RED Room Design, LLC)
    - J. Architectural Gross Area (RED Room Design, LLC)
    - K. Architectural Floor Plans (RED Room Design, LLC)
    - L. Architectural Elevations (RED Room Design, LLC)
    - M. Architectural Signage (RED Room Design, LLC)
    - N. Architectural 3D Rendering (RED Room Design, LLC)
    - O. Structural Retaining Wall Plan (BWR)
    - P. Exhibit O - Employee Housing Agreement

**EXHIBIT C**  
Form SIA

<b>Summary report:</b>	
<b>Litera Compare for Word 11.8.0.56 Document comparison done on 4/2/2026 9:10:21 AM</b>	
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<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://cloudimanager.com/IMANAGE/3387563/2	
<b>Modified filename:</b> Ordinance TC 2026-1 Coal Seam Final PUD(3387563.3).doc	
<b>Changes:</b>	
<u>Add</u>	115
<del>Delete</del>	32
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>147</b>

THESE PLANS ARE CONCEPTUAL IN NATURE. INDIVIDUAL BUILDING PLANS MAY VARY BUT WILL BE EVALUATED FOR COMPLIANCE WITH DESIGN STANDARDS CONTAINED WITHIN THE TOWN OF NEW CASTLE CODE OF ORDINANCES AT THE TIME OF SUBMITTING A BUILDING PERMIT APPLICATION.

APPROVAL OF THIS PLAN MAY CREATE A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AS AMENDED.

**SITE PLAN NOTES**

- VEHICLE IMPACT BOLLARDS TO PROTECT ALL INSTALLED EV CHARGING STATIONS
- SECURITY LIGHTING SHALL BE PROVIDED IN ALL PARKING AREAS USED OR DESIGNED FOR USE DURING EVENING HOURS. THE LIGHTING SHALL NOT BE DIRECTED TOWARDS ANY ADJACENT RESIDENTIAL USES OR PUBLIC STREETS PER CHAPTER 17.76.110 OF NEW CASTLE MUNICOE.
- PARKING LOT LIGHTING SHOULD BE ON TIMERS TO REDUCE THE LIGHT DURATION AT NIGHT WHILE MAINTAINING SECURITY LIGHTING AS NEEDED.

GROSS AREA	HOTEL	MIXED USE	OVERHANGS
LOWER LEVEL	16,053.3	4,204.7	2,167.8
FIRST LEVEL	15,184.3	4,233.1	714.1
SECOND LEVEL	15,350.4	606.4	
BUILDING TOTALS	46,588.0	9,044.2	2,881.9
GRAND TOTAL	58,514.1		

**Proposed Uses**

Any of the uses set out in subsection (A) are permitted outright provided the following requirements are complied with:  
All fabrication, sales, service, and repair operations are conducted within a building.

No outdoor storage of materials shall be permitted. Loading and unloading of materials shall be conducted on site of the establishment or in an approved loading zone.

**A. Permitted Uses**

(a) Retail establishments for the trade and sales of the following goods and materials:

- Antiques
- Appliances
- Art and art supplies
- Automotive parts, new
- Bakery and doughnut shop
- Beverages
- Books, magazines, newspapers
- Cafe, coffee shop
- Clothing
- Dry goods
- Feed and pet supplies
- Farm and ranch supplies
- Food
- Furniture
- Garden supply and plants
- Groceries
- Hardware, general and specialty
- Jewelry
- Office materials and supply
- Fly fishing retail and guide shop
- Bike shop

(b) Personal service establishment, including:

- Art gallery
- Bank
- Barber, beauty shop
- Indoor recreation
- Insurance agency
- Medical/health clinic limited to human outpatient services with floor area of no more than two thousand (2,000) square feet
- Social services
- Office for the conduct of a business or profession
- Pharmacy
- Photography supply, studio
- Printing shop
- Reading room
- Real estate sales office
- Restaurant, with or without a bar, sit down fast food restaurant with drive-through
- Shoe repair
- Sporting goods
- Studio for the conduct of arts and crafts instruction
- Tailor shop
- Bar, tavern/liquor store
- Travel agency
- Vet clinic, pet grooming
- Brewery/Microbrewery
- Food trucks

(c) Residential. One (1) or more residential dwelling unit(s) when located on a floor above or below the ground floor of a commercial use building, or, when located on a ground floor and within the rear forty (40) feet of a lot, within a commercial use building.

(d) General Service establishments, including:

- Hotel, lodge, motel, extended stay
- Convenience store
- Parking lot/EV charging

**B. Conditional Uses**

- Entertainment venues
- Industrial uses, cold storage and refrigerated warehousing
- PUD
- Clinics/urgent care/drug and alcohol rehab center

**C. Non-Permitted Uses**

- Gas station
- Tire shop
- Auto repair shop
- Car wash
- Any additional uses listed in section 17.36.060 for the C-1 zone district

D. Any use not specifically defined in the permitted, conditional, or non-permitted use categories shall be a conditional use.

**LANDSCAPED AREA REQUIREMENTS**

**17.60.090 LANDSCAPING**

AT LEAST TEN (10) PERCENT OF THE TOTAL LAND AREA SHALL BE LANDSCAPED IN ACCORDANCE WITH A LANDSCAPING PLAN APPROVED BY THE TOWN COUNCIL

TOTAL LOT AREA 37,390.5 SF x 10%  
TOTAL REQUIRED LANDSCAPED AREA: 3,739.05 SF  
TOTAL PROPOSED LANDSCAPED AREA: 13,830.1 SF

**SNOW STORAGE**

A MINIMUM FUNCTIONAL AREA EQUALING FIFTEEN PERCENT (15%) OF THE PAVED AREA OF EACH LOT SHALL BE PROVIDED FOR SNOW STORAGE

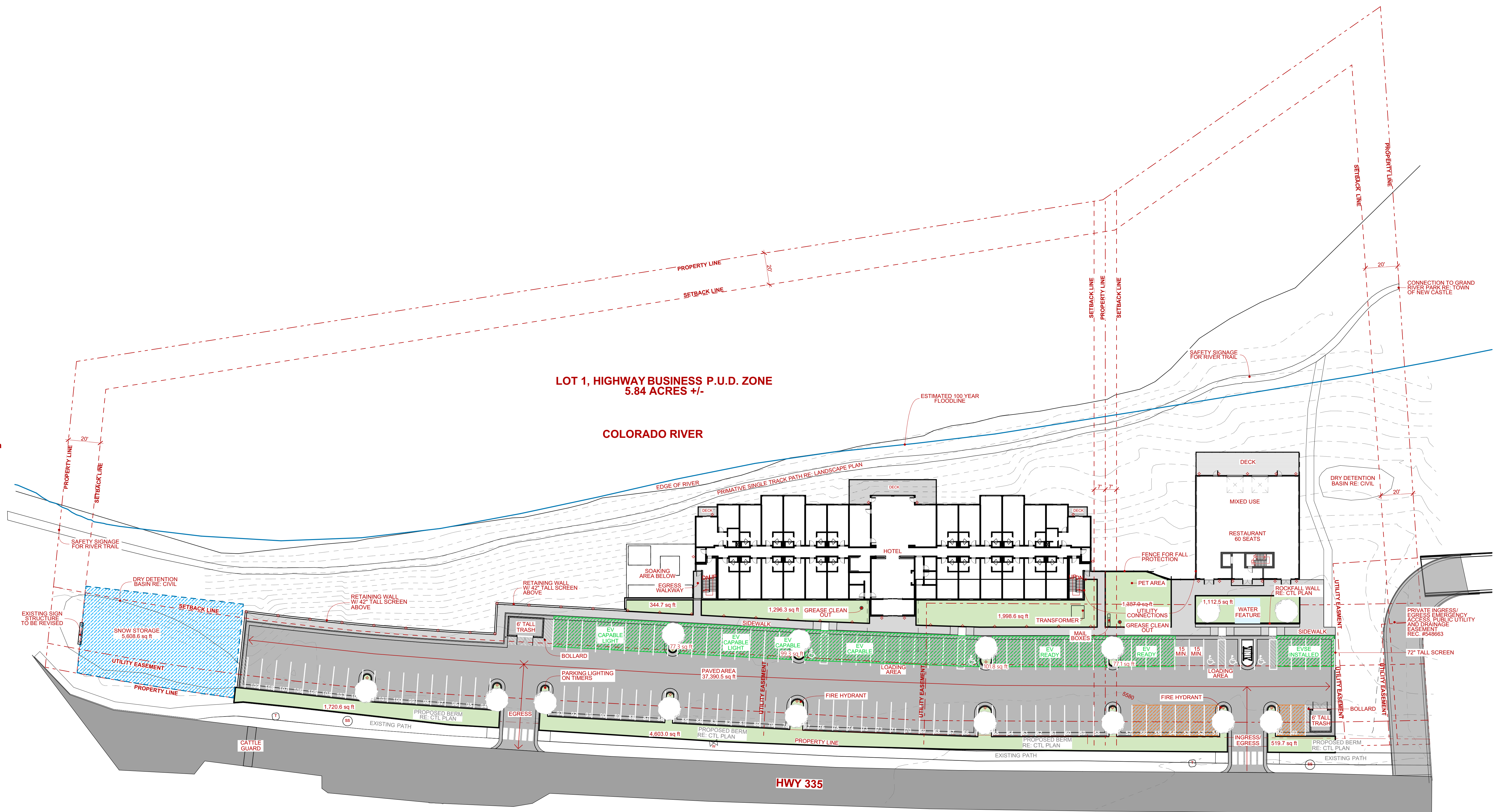
PROPOSED PAVED AREA 37,390.5 x 15%  
TOTAL REQUIRED SNOW STORAGE 5,608.6 SF  
TOTAL PROPOSED SNOW STORAGE 5,608.6 SF

**PARKING REQUIREMENTS**

USE TYPE	REQUIREMENT	NUMBER OF SPACES
HOTEL	1 SPACE PER ROOM, PLUS 1 SPACE PER EVERY 2 EMPLOYEES	73
RESTAURANT 60 SEATS	1 SPACE PER 3 SEATS	20
RESIDENTIAL	2 SPACES PER BEDROOM	8
<b>TOTAL REQUIRED PARKING SPACES</b>		<b>101</b>
<b>TOTAL PROPOSED PARKING SPACES</b>		<b>109</b>
HANDICAP	MIN. 5 SPACES	5

**EV REQUIREMENTS**

COMMERCIAL	105 TOTAL SPACES	REQUIRED	PROVIDED
EVSE INSTALLED	2% OF TOTAL	3 (2.1)	3
EV READY	8% OF TOTAL	9 (8.4)	9
EV CAPABLE	10% OF TOTAL	11 (10.5)	11
EV CAPABLE LIGHT	10% OF TOTAL	11 (10.5)	11
R-2	4 TOTAL SPACES	REQUIRED	PROVIDED
EVSE INSTALLED	5% OF TOTAL	1 (0.2)	1
EV READY	15% OF TOTAL	1 (0.6)	1
EV CAPABLE	10% OF TOTAL	1 (0.4)	1
EV CAPABLE LIGHT	30% OF TOTAL	2 (1.2)	2
<b>TOTAL REQUIRED SPACES</b>	<b>39</b>		
<b>TOTAL PROPOSED SPACES</b>	<b>43</b>		



**RED**

1001 Grand Ave, Suite 103  
Glenwood Springs CO 81601

These documents have been specifically prepared for 7051 County Rd 335. They are not suitable for use on other projects or in other locations without the approval and participation of the architect. Reproduction prohibited without approval of the architect.

2026

**Lot 1 Highway PUD**

7051 County Rd  
335 New Castle  
Colorado 81647

**SITE LEGEND**

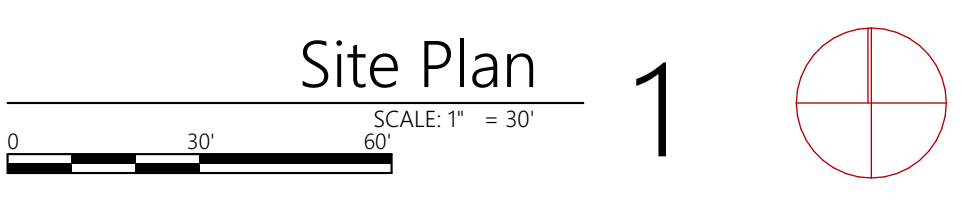
- EXISTING GRADE
- PROPOSED GRADE
- PROPERTY LINE
- SETBACK LINE
- EASEMENT
- STREET
- SIDEWALK
- DRIVEWAY
- WATER FEATURE
- EV SPACES
- LANDSCAPED AREA
- RESIDENTIAL RESERVED SPACES
- WALL SCENCE
- STREET LAMP/ BOLLARDS

LAND USE SUBMISSION 10/30/2025

**NOT FOR CONSTRUCTION**

REFERENCE SITE PLAN 1:30

**A0.04**



**SUBDIVISION IMPROVEMENTS AND PUD DEVELOPMENT AGREEMENT  
FOR COAL SEAM PUD LOTS 1A AND 1B**

THIS SUBDIVISION IMPROVEMENTS AND PUD DEVELOPMENT AGREEMENT FOR COAL SEAM PUD LOTS 1A AND 1B (hereinafter “SIA” or “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality (hereinafter the “Town”), and Coal Seam, LLC (hereinafter “Developer”):

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located within the Town of New Castle, Colorado, more particularly described on **Exhibit A** hereto (the “Property”); and

WHEREAS, the Property is known as the Coal Seam PUD, which was approved by Ordinance No. 2026-1, and recorded on January \_\_\_\_\_, 2026, at Reception No. \_\_\_\_\_; and

WHEREAS, the Property was approved for development as described and depicted on the Coal Seam PUD Site Plan dated March \_\_\_\_, 2026, and the final subdivision plat for the Property, subject to the terms and conditions set forth in Ordinance No. 2026-1; and

WHEREAS, the approvals cited above are contingent upon the express condition that all obligations and duties created by this SIA are faithfully performed by the Developer.

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

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purpose. The purpose of this SIA is to set forth the terms and conditions to be met by the Developer in connection with developing the Property; to set forth the fees to be paid by the Developer in connection with the development; and to constitute the SIA provided for in Ordinance No. 2026-1 and Sections 16.32.010 and 16.36.040(D)(2) of the Town Code. All terms and conditions contained herein are in addition to all terms and conditions of Ordinance No. 2026-1, the Town Code, and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided herein.

3. Definition of the Submittal. For purposes of this Agreement, the “Submittal” or the “Application” all the documents and information listed in Exhibit B attached to

Ordinance No. TC 2026-1, which are incorporated herein by reference. Any terms defined in Ordinance TC 2026-1 and used herein shall have the same meaning for purposes of this Agreement.

4. Reserved.

5. Representations Reflected in the Minutes. The Developer shall comply with all representations made by the Developer or its agents or representatives and reflected in the minutes of any Planning Commission public hearings and Town Council hearings and meetings regarding the Application.

6. Public Improvements. The Public Improvements required by this Agreement are listed in **Exhibit B** attached hereto (the “Public Improvements”), and the estimated costs for construction of such Public Improvements are set forth therein. All Public Improvements shall be installed and completed at the expense of the Developer. The Public Improvements shall be constructed in conformance with (i) the plans and specifications submitted by the Developer and approved in writing by the Town Engineer, (ii) the Town of New Castle Public Works Manual then in effect, and (iii) any utility plan (hereinafter collectively referred to as “Plans and Specifications”). The Developer shall install the Public Improvements in compliance with the Plans and Specifications and in accordance with the terms and provisions of this Agreement and the Town Code. To the extent that any underground Public Improvements are installed within easements outside the public right-of-way, the Town shall have no duty to repair or restore sidewalks, stairs, landscaping, or other private improvements that may be damaged or removed during excavation for repair, maintenance, or replacement of such underground facilities. Maintenance of any onsite drainage easements and detention ponds shall be the responsibility of any owner’s association or sub-association and not the Town; provided that if the association or sub-association fails to do so then the Town shall have the right, but not the obligation, to perform such maintenance and to charge such expenses to the association or sub-association.

7. Construction Observation and Inspection.

A. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the Town Engineer, Public Works Director, and the Developer, its engineer and contractor for the purpose of discussing all construction issues that may arise in connection with the installation of the Public Improvements and any Right-of-Way permits and conditions related thereto that may be required. Prior to the pre-construction meeting, Developer shall submit a construction phasing and management plan.

B. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer’s engineer to provide, when improvements are submitted to the Town for acceptance, a stamped

certification that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

- C. Construction Observation by the Town. The Town shall have the right to make engineering inspections at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer shall inspect the Public Improvements on at least a weekly basis and shall provide the Town Engineer with the supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, the Developer, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 8 and 9 below.

8. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements no later than one year from the date of recording of the Final Plat. Said period may be extended in writing by Town staff for a period of up to six (6) months, provided the performance guarantee provided pursuant to Paragraph 11 is similarly so extended by the Developer in a form approved by Town staff. The Developer is entitled to begin construction of the Public Improvements at any time after the Final Plat is recorded, the performance guarantee required under Paragraph 11 is provided to the Town, and all necessary permits have been obtained. However, any construction performed in a public right-of-way and all ties to Town utilities must be completed (1) within 180 days of the date such construction begins, and (2) no later than one year from the issuance of a building permit, unless said date is otherwise extended as provided herein.

Upon the Developer's completing construction of the Public Improvements, the Developer or its engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the Town a completed acceptance checklist on a Town-approved form. Thereafter, and within ten

(10) business days after the Developer's request for final inspection, the Town Engineer shall inspect the Public Improvements and notify the parties in writing and with specificity of their conformity or lack thereof to the Plans and Specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall, at its expense, have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the Town. The "as-built" drawings and costs summary shall be forwarded to the Town for review and approval. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer shall promptly notify the parties in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such notification shall be known as the Engineering Acceptance Date. The Town shall be under no obligation to provide any water or sewer service until all water and sewer Public Improvements are brought into conformance with the Plans and Specifications as determined by the Town Engineer.

9. Town Council Acceptance; Conveyance. Within thirty (30) days of the Engineering Acceptance Date, the Developer shall execute a bill of sale conveying any portion of the Public Improvements constituting personal property to the Town, free and clear of all liens and encumbrances. The matter shall be submitted to the Town Council for final acceptance in accordance with the procedures set forth in Section 16.32.020 of the Town Code. As a condition precedent to Town Council's acceptance of the Public Improvements, Developer shall provide the Town with a policy of title insurance for at least \$25,000 to insure title to any real property dedicated to the Town, which shall be free and clear of any liens or encumbrances. The effective date of any resolution of acceptance under said section shall be known as the Final Acceptance Date. The Town Council may condition Final Acceptance on the provision of additional collateral from the Developer to secure warranty obligations pursuant to Section 16.32.020(B) of the Town Code, which collateral will not to exceed fifteen (15) percent of the total cost of all Public Improvements secured by this Agreement.

10. Warranty. Developer shall warrant any and all Public Improvements and facilities conveyed to the Town pursuant to this SIA for a period of twenty-four (24) months from the Final Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- B. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above; and
- C. The title conveyed shall be good and its transfer rightful.

11. Performance Guarantee. The total amount of required security for the Public Improvements shall be the amount specified on Exhibit B, which includes a 15% contingency.

- A. In order to secure the construction and installation of the Public Improvements above described for which the Developer is responsible, the Developer shall, prior to recording of the Final Plat, provide the Town with an irrevocable letter of credit issued or confirmed by a commercial banking institution acceptable to the Town, which letter of credit shall be valid for at least 15 months from the date of recording of the Final Plat (sometimes herein, "letter of credit" or "Performance Guaranty"). If the time for completion of the Public Improvements is extended, the letter of credit shall be similarly extended. Under the terms of the letter of credit, the Town shall be allowed to present drafts and accompanying documents to the banking institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit prior to accepting it.
- B. Developer's failure to complete the Public Improvements within the time required by this SIA shall constitute a default. If the guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance. A portion of the performance guarantee may be released as specific improvements are completed and approved as provided herein.
- C. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth on Exhibit B attached hereto, which includes a 15% contingency. The parties agree that this amount does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth on Exhibit B, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- D. No more frequently than once every quarter, Developer shall be entitled to request partial releases or reductions of the Performance Guaranty as portions of the Improvements are completed and approved by the Town as provided in Section 16.32.020(A) and this Agreement. In order to obtain a partial release or reduction of the Performance Guaranty, Developer shall submit to the Town clerk a Certificate of Partial Completion signed by Developer's Engineer describing the portion of the Public Improvements

completed, and the cost allocation associated with such completed improvements. Such Certificate of Partial Completion shall certify that the Public Improvements have been completed and installed in substantial conformance with the Plans and Specifications and shall include a summary of the actual costs for Public Improvements incurred to the date of the Certificate. After delivery of a Certificate of Partial Completion, the Town shall have a period of thirty days within which to inspect such portion of the Public Improvements. Following inspection, the Town Engineer shall either (i) provide written notice to Developer of any deficiencies in the Public Improvements, describing the deficiency between the Public Improvements as constructed and the Plans and Specifications; or (ii) make a written report to the Town Council as to the status of the Public Improvements included in the Certificate of Partial Completion and the acceptance process and recommending whether and to what extent the Performance Guaranty should be released. If the Town provides Developer a letter of deficiency with respect to any portion of the Public Improvements for which Developer has filed a Certificate of Partial Completion, then the Town's Engineer shall meet with Developer's engineer to discuss and agree on any requirements necessary to bring such Improvements into conformity with the Plans and Specifications.

If no notice of deficiency is provided, or after all deficiencies have been resolved, Town Council shall approve (with or without conditions) or deny the request for partial release at the next regularly-scheduled Town Council meeting, subject to notice requirements and available time on the agenda as determined by the Town clerk. Upon approval of a partial release of the Performance Guaranty by Council, the Town shall prepare and deliver to Developer all documents reasonably requested to release the portion of the Performance Guaranty.

The portion of the Performance Guaranty proposed to be released shall be an amount based on the relationship between actual and estimated costs of such portion of the Public Improvements as provided on Exhibit B so that the remaining amount of the Performance Guaranty related to the then-incomplete portion of the Public Improvements is sufficient for completion of such remaining portion of the Public Improvements. For example, if Developer has completed 50% of the work associated with any particular Public Improvement and actual costs for the construction of such 50% of the Improvement are 10% above the estimated cost of 50% of such Public Improvement, then it shall be assumed that the actual cost of the remaining 50% of such Public Improvement will be 10% above the estimated cost for such remaining 50%.

The amount proposed for release shall be the total amount of the Performance Guaranty associated with the particular Public Improvement minus an amount sufficient to pay for the revised estimated completion

amount (as calculated based on actual costs in accordance with the preceding paragraph). In no case shall the amount released reduce the amount remaining below the then-estimated amount to complete the remaining Public Improvement(s). Notwithstanding the foregoing, the amount of the Performance Guaranty ultimately released shall be subject to review and approval by Town Council as provided in this subsection.

- E. The parties expressly agree that Developer's preparation and submission to the Town of as-built drawings and a summary of actual construction costs for the Public Improvements to be dedicated to the Town are essential requirements of this Agreement. In the event that Developer fails to provide the as-built drawings and summary to the Town fifteen (15) business days prior to the expiration of the Performance Guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to liquidated damages in the amount of \$10,000, which the Town may collect pursuant to the default and breach provisions of this Agreement.
- F. Neither approval of any reduction to the letter of credit, nor any other reduction in security, shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur in accordance with Section 16.32.020 of the Town Code.

12. EQRs and Tap Fees. The EQR rating development of the Property shall comply with the Table of Equivalent Units ("EQRs") as set forth in Chapter 13.20 of the Town Code, as in effect at the time of application for a building permit, but based on the EQR calculations set forth on **Exhibit C**. Exhibit C reflects the tap fees and dedication fees in effect as of the date of this Agreement. The actual fees to be paid shall be calculated based on the EQRs as stated on Exhibit C and the rates in effect at the trigger date for payment. Pursuant to Section 13.20.020 of the Code, tap fees shall be paid at the time Developer applies for utility service, *i.e.* at the time of issuance of a building permit for the construction of a building (the "Tap Fee Trigger Date"). In the interest of encouraging economic development, the Town agrees to allow the Developer to pay the tap fees over time, provided that Developer shall be required to execute a 5-year promissory note evidencing such obligation as of the Tap Fee Trigger Date. The promissory note shall provide for periodic payments and be interest-free except in the event of default. The default interest rate shall be 8% annually. The Town Attorney is authorized to prepare the form of the promissory note without further Town Council action.

If the plans for any of the buildings or units are modified to change the number of bedrooms, square footage, or other factors described in the Table of Equivalent Uses, then the EQR ratings set forth above shall be adjusted to conform to the Town Code, and the water rights dedication fees and tap fees shall be adjusted accordingly, with the difference either credited to or paid by Developer as appropriate. Any such modifications

to the buildings or units shall be subject to the procedures for amendment of a PUD development plan as set forth in Section 17.100.110 of the Town Code.

13. Revegetation and Weed and Dust Control. Prior to issuance of a building permit, Developer shall submit a Weed and Dust Management Plan that complies with the Town of New Castle Noxious Weed Management Plan. Developer agrees to comply with and be bound by this plan throughout the development and approved operation of the Property. Developer further agrees to reseed the Property according to the seed mix used and approved by the Town's Park Department. All seeding and revegetation of all disturbed areas shall be considered part of the Public Improvements within the meaning of this SIA. Upon Developer's completion of the landscaping, revegetation, and weed control measures required herein, Developer shall certify such completion in writing. Once the Town approves the landscaping and revegetation in writing, Developer shall warrant the landscaping for two full growing seasons after planting. Failure of Developer to honor such warranty shall be a breach of this SIA.

14. Off-Site Easements and Dedications. Prior to issuance of a building permit, the Developer shall cause documents of conveyance for all off-site easements and/or dedications, if any, to be recorded in accordance with forms subject to approval of the Town Attorney.

15. Title Policy. Prior to the recordation of the Final Plat, the Developer shall provide the Town with a commitment for a title insurance policy, indicating that the Property is free and clear of all encumbrances whatsoever that would impair the use of the Property as proposed by the Submittal. Further, said title commitment, and/or an additional title commitment, shall show that any other property to be dedicated to the Town pursuant the approved Final Plat is free and clear of all encumbrances that would make said dedications unacceptable as the Town in its reasonable discretion determines. All onsite and offsite dedications of rights of way, open space, parks, easements, and other real property interests shall be insured by a policy of title insurance in the amount of \$25,000. The title insurance policy may contain exceptions only as reasonably determined by the Town Attorney. All requirements of the commitment for title insurance shall be met prior to recordation of the Final Plat. At the time of recording, the title insurance policy(s) shall be provided to the Town, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances that would impair the use of the Property as proposed or that would make the public dedications unacceptable, the Town shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the Town prior to the recordation of the Final Plat.

16. Water Rights Dedication. Developer shall pay to the Town, prior to and as a condition of recordation of the Final Plat (the "Water Rights Fee Trigger Date"), cash in lieu of water rights dedication at the rate of \$6,000 per EQR as shown on Exhibit C or such other amount as may be in effect at the time of recordation of the Final Plat. The total EQRs for water rights dedication shall match Exhibit C unless adjusted in the same manner as set forth above in Section 12, if applicable. The Town agrees to allow

Developer to pay the water rights dedication fees over time via a 5-year promissory note executed on the Water Rights Fee Trigger Date. The promissory note shall provide for periodic payments and be interest-free except in the event of default. The default interest rate shall be 8% annually. The Town Attorney is authorized to prepare the form of the promissory note without further Town Council action.

17. Recreational Facilities Development Fee. At the time of building permit, Developer or its successor shall be required to pay the Recreational Facilities Development Fee pursuant to the provisions of Chapter 15.40 of the Town Code in the amount in effect at the time of the building permit application.

18. Owners Association; Covenants. Developer shall record the declaration of covenants for the Property at the time the Final Plat is recorded.

19. Grading and Excavation. No grading or excavation shall occur on the Property until the Final Plat has been recorded and security has been provided for all Public Improvements as required by this Agreement.

20. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Town Code, the Town Building Code, other provisions of this Agreement, and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. The Final Plat and this SIA have been approved by Town Staff, signed by all required parties, and recorded with the office of the Garfield County Clerk and Recorder.
- B. The Performance Guarantee has been provided to the Town in accordance with this SIA.
- C. Town staff approves a construction phasing plan that identifies, at minimum, each of the following components and any others set forth in Ordinance 2026-1:
  1. Traffic flow for construction equipment as each phase is completed;
  2. Traffic flow for pedestrians and private vehicles;
  3. Safety measures or procedures isolating construction from occupied units;
  4. Safety measures or procedures for occupants of finished units;
  5. Schedule submitted by Developer that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction; and
  6. Storage and staging areas for construction equipment and materials.

- D. All conditions and concerns identified by the Public Works Department and/or the Town Engineer have been addressed and resolved to the satisfaction of Town staff.
- E. All complete construction plans, drawings, and estimates and all other plans required under the Town Code or this Agreement, including, but not limited to, a dust and weed mitigation plan and lighting plan, have been submitted to and approved by Town staff.
- F. All invoices from the Town have been paid by the Developer.
- G. All off-site easement and/or dedication conveyance documents are fully-executed and properly recorded with the Garfield County Clerk & Recorder's office.

In addition, no Certificate of Occupancy shall be issued until the Town Engineer has determined that the Property has adequate access and that all water and sewer utility improvements have been completed and accepted by the Town; and

21. Fees and Expenses. Developer agrees to reimburse the Town for any and all fees and expenses actually incurred by the Town in connection with or arising out of the development of the Property and the applications and approvals referenced in this Agreement, including, without limitation, all of the Town's planning, engineering, surveying, and legal costs, copy costs, recording costs, and other expenses whatsoever. Developer shall pay all such fees and costs as they come due.

22. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Developer and the Town. Developer agrees that all terms and conditions of this Agreement, including, specifically, the payment of all fees, and the completion and satisfaction of all terms and conditions of Ordinance No. TC 2026-1, are agreed to and constitute the voluntary actions of the Developer.

23. Breach by Developer; Town's Remedies. In the event of any default or breach by Developer of any term, condition, covenant, or obligation under this Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare and to protect the citizens of the Town from hardship. The Town's remedies include:

- A. Refusing to issue to Developer or its successor any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;
- B. Recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town

Administrator or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on the Property until the default has been cured. An affidavit signed by the Town Administrator or his designee and approved by the Town Council stating that the default has been cured shall remove this restriction;

- C. A demand that the security given for the completion of the Public Improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period Developer may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

24. Assignment. This Agreement may not be assigned by the Developer other than to a wholly-owned affiliate or subsidiaries of Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

25. Indemnification. Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the development of the Property. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town concerning any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. The parties hereto agree to cooperate in full to minimize expenses incurred as a result of the indemnification herein described.

26. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

27. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties concerning the Phase 1 Public Improvements, with the exception of any other agreements or representations expressly set forth herein.

28. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties recorded in the Garfield County records.

29. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

30. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

31. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the state courts located in Garfield County, Colorado, and all parties consent and agree to the jurisdiction and venue of such courts.

32. Attorney Fees; Survival. Should this Agreement become the subject of litigation to resolve a claim of default in performance by the Developer, the prevailing party shall be entitled to attorney fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

33. Authority. Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

34. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument. The parties hereto consent to the use of electronic signatures, which shall be as binding as if they were handwritten.

35. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. A courtesy copy may also be sent

by e-mail. All notices so given shall be considered effective three (3) mail delivery days after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town of New Castle  
P. O. Box 90  
New Castle, CO 81647  
Phone (970) 984-2311; Fax (970) 984-2312

With a copy to:

David H. McConaughy, Esq.  
Garfield & Hecht, P.C.  
910 Grand Avenue, Suite 201  
Glenwood Springs, CO 81601  
Phone (970) 947-1936; Fax (970) 947-1937  
Email: [dmcconaughey@garfieldhecht.com](mailto:dmcconaughey@garfieldhecht.com)

Notice to Developer:

Coal Seam, LLC  
1101 Village Road #LL-1B  
Carbondale, CO 81623  
Email: [abdi@aspenbuilt.net](mailto:abdi@aspenbuilt.net)

With a copy to:



COAL SEAM LLC, a Colorado limited liability company

BY: \_\_\_\_\_  
Name: Abdi Prizadeh  
Title:

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

Acknowledged and signed before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Abdi Prizadeh, \_\_\_\_\_ of Coal Seam LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
Legal Description

**EXHIBIT B**  
Cost Estimate

ACTUAL EQR	Mixed Use BLDG B	HOTEL TOTALS	MIXED USE BUILDING B LOWER LEVEL	MIXED USE BUILDING B MAIN LEVEL	MIXED USE BUILDING B TOTALS	TOTALS		Tap Fee	Dedication Fee
\$/EQR							\$19,400.00		\$6,000.00
1 BEDROOM APARTMENT (0.8)	4	4	3.2	0	3.2	3.2		\$62,080.00	\$19,200.00
<b>HOTELS</b>									
71 Rooms x (0.4) each	28.4	28.4	0	0	0	28.4		\$550,960.00	\$170,400.00
EACH COIN-OPERATED WASHING MACHINE (0.5)	0.5	0.5	0	0	0	0.5		\$9,700.00	\$3,000.00
<b>BARS/RESTAURANTS</b>									
Bar Restaurant		0	0	1	1	1		\$19,400.00	\$6,000.00
B&R 25-60 Seats	0.864	0.864				0.864		\$16,761.60	\$5,184.00
Hotel breakfast warming kitchen	1	1				1		\$19,400.00	\$6,000.00
3 soaking pools	1	1	0	0	0	1		\$19,400.00	\$6,000.00
<b>Total EQR</b>						35.96		\$697,701.60	\$215,784.00
<b>Total Fees</b>									<b>\$913,485.60</b>

## ***LOT 1 HIGHWAY P.U.D. PUBLIC IMPROVEMENTS***

### SUMMARY OF ENGINEER'S ESTIMATED PROBABLE PRELIMINARY CONSTRUCTION COST

April 2, 2026

ITEM	QUANTITY	UNIT COST	COST
<b><i>Demolition &amp; Site Prep</i></b>			
Sawcut Existing Asphalt	68	L.F. \$20.00	\$1,360.00
Silt Fence	500	L.F. \$1.20	\$600.00
Locate and mark all utilities	1	L.S. \$1,000.00	\$1,000.00
		<b>SUB TOTAL</b>	<b>\$2,960.00</b>
<b><i>Road and Path Construction (Public)</i></b>			
3" Asphalt - CR 335	5	TON \$125.00	\$625.00
		<b>SUB TOTAL</b>	<b>\$625.00</b>
<b><i>Sewer</i></b>			
---price includes trenching and fittings---			
4' Dia. Manhole	1	Each \$4,900.00	\$4,900.00
Connect to Existing Sewer Manhole	1	Each \$1,000.00	\$1,000.00
		<b>SUB TOTAL</b>	<b>\$5,900.00</b>

SUMMARY OF ENGINEER'S ESTIMATED PROBABLE  
PRELIMINARY CONSTRUCTION COST

April 2, 2026

ITEM	QUANTITY	UNIT COST	COST
<b><i>Demolition &amp; Site Prep</i></b>			
<b><i>Domestic Water</i></b>			
---price includes trenching and fittings---			
Fire Hydrant Assembly	2	Each	\$4,200.00
HDPE Tie-in	1	LS	\$3,000.00
8" Gate Valve	1	Each	\$1,350.00
10" Gate Valve	1	Each	\$1,500.00
		<b>SUB TOTAL</b>	<b>\$14,250.00</b>
<b><i>Total</i></b>			
		<b>TOTAL</b>	<b>\$23,735.00</b>
15% Contingency			<b>\$3,560.25</b>
		<b>GRAND TOTAL</b>	<b>\$27,295.25</b>

These bids and the estimate do not include engineering services, tap fees, or utility soft costs. Pinnacle Design cannot be held responsible for variances from its estimate as actual costs may vary due to bid and market fluctuations.

# Alpine Excavation and Land Clearing, LLC

7999 County Road 312  
New Castle, CO 81647-9634  
+19706188137  
info@alpineexcavation.com



## Estimate

### ADDRESS

Aspen Built  
Aspen Built

### ESTIMATE

1133

### DATE

03/02/2026

	DESCRIPTION	QTY	RATE	AMOUNT
	Site Location: 7051 County Road 335, New Castle, CO 81647 Plan Set Quoted: 2025-09-04 Lot 1 Architectural Exhibits, Lot 1 Civil Drawings 10-29-25 Project: Water and Sewer Tap, Fire Hydrants, Patching pedestrian sidewalk			0.00
Site Locate	Site locate to mark all utilities	1	1,000.00	1,000.00
Mobilization	Mobilization of Trucks, Trailers, Equipment, and Crew	1	2,500.00	2,500.00
Silt Fence	Silt Fence 36"x100ft	5	75.00	375.00
Labor	Install silt fence for construction area and erosion barrier -Sewer Tap: 1.) Dig down to expose existing 8" PVC gravity sewer pipe in location for sewer manhole #1 2.) Cut out existing section of 8" sewer pipe and prep subgrade to form/pour sewer manhole #1 base 3.) Stack remaining precast barrel sections up to proposed elevation/grade 4.) Backfill up around new manhole to finish elevation -Water Tap and Fire Hydrants: 1.) Dig down to expose existing 10" HDPE water main line in location for tapping 2.) Cut out section of existing 10" HDPE water main line 3.) Install new 10"x8" tee with 10" gate valve assembly in existing main line 4.) Install new 8" gate valve going out to new proposed site water service line 5.) Install new C900 pipe/fittings from new gate valves out to fire hydrant locations 6.) Install fire hydrants at proposed locations 7.) Pour concrete thrust blocks 8.) Bed and backfill all components up to finish elevation Pedestrian Sidewalk: 1.) Cut existing asphalt sidewalk to proposed dimensions for new entryways and haul away 2.) Dig down to proposed subgrade elevation 3.) Import, set, and compact road base gravel to prep for new asphalt and concrete 4.) Pour concrete	1	30,000.00	30,000.00

	5.) Backfill concrete			
	6.) Lay new asphalt			
3/4" RB	3/4" Road Base Gravel / Ton + Delivery	72	35.00	2,520.00
3/4" Clean	3/4" Clean Gravel / Ton + Delivery	24	37.50	900.00
Trucking/Hauling	Trucking/Hauling of Material / HR	6	205.00	1,230.00
Dump Fee	Dump Fee / Load / Vegetation	2	225.00	450.00
Dump Fee	Dump Fee / Load / Dirt & Rock	3	50.00	150.00
Misc.	-Precast Concrete Sanitary Manhole	1	26,547.5	26,547.54
	-10"x8" Tee		4	
	-10" gate valve			
	-8" C900 Water line/fittings/valve/tracer			
	-6" C900 Water line/fittings/valve/tracer			
	-6' Fire Hydrants x 2			
	-Concrete thrust blocks			
Misc.	Pedestrian Sidewalk:	1	6,000.00	6,000.00
	-Concrete w/formwork			
	-Asphalt			

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**\*\*THIS IS AN ESTIMATE\*\***  
 THAT MEANS ALL PRICES/TIME QUOTED ARE SUBJECT TO  
 CHANGE ACCORDING TO WHAT THE JOB REQUIRES FOR COMPLETION.

TOTAL

**\$71,672.54**

Compaction Clause:  
 Compaction testing to be done and verified satisfactory before building  
 construction by project manager and/or engineer

Rock Clause:  
 1.) If immovable rock/boulders or rock/boulders over .75 cubic yard are  
 encountered, parties must agree on reasonable extraction method to be done on  
 time and materials basis.  
 2.) If excavation and/or compaction is required beyond the depth specified in the  
 plan set, this work shall be done on a time and materials basis.

Winter Conditions Clause:  
 Ground heat and/or snow removal may be required during the winter months.  
 This will be billed extra overtop of the estimated amount via time and materials.

Please let us know if you have any questions about this estimate.

Accepted By

Accepted Date

Town of New Castle  
Attn: Town Council & Planning Department

**Re: Public-Private Partnership Request – Fee Deferral Structure for Coal Seam Development**

Dear Members of the Town Council,

Thank you for your continued leadership and thoughtful collaboration as we advance the Coal Seam mixed-use development. We appreciate the Town’s commitment to responsible growth and community stewardship, and we are aligned with that vision.

As we move into final approvals and prepare for construction, we respectfully submit this request for consideration of a deferred payment structure to support the successful delivery of this project—one that we believe will generate substantial long-term economic value for the Town of New Castle.

---

**Project Overview & Community Impact**

The Coal Seam development represents a \$25 million private investment into the Town and includes:

- 71-room boutique hotel
- Full-service restaurant and bar
- Residential rental units
- Outdoor recreation-focused amenities along the Colorado River
- EV vehicle charging Hub and infrastructure for expansion opportunity
- Energy efficient buildings

This project is specifically designed to position New Castle as a gateway destination along the I-70 corridor, capturing unmet lodging demand and supporting local businesses, recreation providers, and tourism growth.

---

**Fiscal Impact & Long-Term Revenue to the Town**

Based on our formal Fiscal Impact Analysis, the project delivers a strong net positive financial outcome to the Town:

#### Direct Revenue to the Town

- ~\$1.05 million in revenue during construction (use tax, tap fees, etc.)
- ~\$263,000 annually in recurring tax revenue beginning Year 3
- ~\$4.0 million in total revenue over 15 years

#### Annual Ongoing Tax Streams

- Lodging Tax: ~\$121,700/year
- Restaurant Sales Tax: ~\$35,000/year
- Additional General Fund Revenue: ~\$7,500/year

#### Net Fiscal Benefit

- Total Revenue (15 years): ~\$4 million
- Total Town Costs (15 years): ~\$939,000
- Net Positive Impact: ~\$3.05 million to the Town

This analysis demonstrates that the project is not only self-supporting but delivers a meaningful long-term surplus to the Town's budget, while requiring relatively minimal incremental municipal services.

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#### **Request for Fee Deferral / Financing Structure**

In addition, we propose a structure that allows the Town to receive full fee value over time while improving project feasibility:

- Deferral of permits, Water and Sewer Tap fees, impact, and dedication fees
- Financing over a 10-year term at 0% interest
- Monthly payments made to the Town

This approach creates a true win-win structure:

- The Town receives full payment over time
  - The project maintains sufficient liquidity during construction
  - Risk of project delay or downsizing is reduced
-

## **Why This Matters for New Castle**

This project is not just a development—it is a catalyst for economic growth:

- Activates a key riverfront property
- Increases tourism and overnight visitation
- Supports local restaurants, outfitters, and retail
- Creates permanent jobs and construction employment
- Expands the Town's tax base without significant infrastructure burden

At stabilization, Coal Seam will serve as a long-term revenue engine for the Town, with increasing tax contributions year over year.

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## **Closing**

We are committed to delivering a project that reflects the values of New Castle—quality, sustainability, and long-term community benefit. We respectfully ask the Town to partner with us in a way that supports both project feasibility today and shared prosperity over the coming decades.

Thank you again for your time, leadership, and consideration.

Respectfully,

Abdi Pirzadeh, Managing Owner,

Coal Seam LLC



**Town of New Castle**

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

**Administration Department**

**Phone:** (970) 984-2311

**Fax:** (970) 984-2716

[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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**Memorandum**

**To:** Mayor & Council  
**From:** David Reynolds  
**Re:** Agenda Item: SPEAR MOU  
**Date:** 04/07/2026

**Purpose:**

The purpose of the agenda item is to review the MOU with SPEAR and consider ratification, withdrawal, or other directives to the Police Department.

Attached, please see SPEAR MOU

**Garfield County Special Problem Enforcement and  
Response  
SPEAR  
MEMORANDUM OF UNDERSTANDING  
July 17, 2025**

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## **PREAMBLE**

- In an effort to utilize pooled intelligence and information for the purpose of combating criminal activity and criminal enterprises whether active, proactive or anticipatory in nature, the Garfield County Special Problems Enforcement and Response Task Force (“SPEAR”) is formed. Agencies participating in this project recognize that identifying criminal activity as well as individuals or groups responsible for said activity is of paramount importance to the communities and detentions facilities throughout every jurisdiction. Through united efforts, information and intelligence resources will be better utilized and investigative efforts will be more fruitful on behalf of the communities served by these agencies. The participating agencies are committed to cooperative efforts and information sharing through their participation with SPEAR. SPEAR will be used to help in the identification, investigation and prosecution of individuals and groups involved with criminal activity and criminal enterprises. The purpose of SPEAR is to unite participating agencies into a cohesive, coordinated effort to eradicate criminal activity through a multi-jurisdictional unit and information/intelligence network.

## **MISSION STATEMENT**

- The mission of SPEAR is to eradicate major crimes within Garfield County, using a multi-jurisdictional approach to relentlessly pursue, arrest, and prosecute those responsible.

## **SECTION 1. TASK FORCE GOVERNING BOARD**

- 1.1 **GOVERNING BOARD:** SPEAR will have a Governing Board consisting of the Chief Executive Officer of each participating agency, plus such other members approved by the Governing Board.
- 1.2 **MEETINGS:** The Governing Board shall meet monthly, or as determined necessary by the Board. The meetings shall be held at various places selected by the Board.
- 1.3 **QUORUM:** A majority of the membership of the Board shall constitute a quorum. Members of the Board may send a member of their staff to be present in lieu of the actual board member, and such alternate shall have full voting privileges.
- 1.4 **VOTING:** Action of the Board shall be by simple majority, and shall occur at a meeting, or through electronic voting. Presence at a meeting and participation as a part of a quorum is allowed through electronic or voice-conferencing. The Board may act without a meeting by unanimous written consent.
- 1.5 **FOCUS OF THE BOARD:** The Governing Board will generally focus in the following areas:
  - The Governing Board will utilize pooled intelligence resources of all the participating entities to prioritize and to mutually decide upon priorities of the Task Force.
  - The Governing Board will address any issues of mutual concern to the participants of the Task Force. This may include any major issues that will impact other members of the Task Force such as budget matters, matters of policy and procedure and other matters of mutual concern.
  - Annually, the Governing Board will mutually agree upon project goals and objectives for the coming year.
  - The Governing Board will resolve any interagency conflicts that may arise during the duration of this project.

## **SECTION 2. BOARD OFFICERS, PROJECT DIRECTOR, PROSECUTOR AND TASK FORCE OFFICERS**

- 2.1 **BOARD OFFICERS.** The Board shall elect several Board Officers including: Chairperson, Co-Chairperson, Secretary, Financial Officer and Task Force Commander. Board Officers shall be elected annually at the January meeting.

- 2.1.1 **CHAIRPERSON.** The Chairperson of the Board shall call all Board meetings to order and shall be generally responsible for the conduct of Board meetings. The Chairperson may assume any other duties and powers approved by the Board.
- 2.1.2 **CO-CHAIRPERSON.** The Co-Chairperson shall assume the duties and authority of the Chairperson in the absence of the Chairperson.
- 2.1.3 **SECRETARY.** The Secretary shall be responsible for taking and keeping Minutes of the Board. The Secretary shall also be responsible for keeping an original signed version of this Memorandum and may assume other duties approved by the Board.
- 2.1.4 **FINANCIAL OFFICER.** The Financial Officer shall track financial assets and accounts generated by operation of the Task Force.
- 2.1.5 **TASK FORCE COMMANDER.** The Task Force Commander will oversee and command the operation of the Task Force on a daily basis. The Task Force Commander may make operational and administrative decisions which are necessary for the routine operation of the Task Force. When it is impractical to consult the Governing Board, the Task Force Commander will make decisions of a larger scale needing immediate action. When such a situation arises, the Task Force Commander shall report those decisions to the Governing Board as soon as possible.
- 2.2 **PROJECT DIRECTORS.** The Governing Board shall appoint the Project Director, who shall be responsible for filing required reports required by funding entities and oversight agencies.
- 2.3 **PROSECUTOR.** The District Attorney for the Ninth Judicial District shall assign a Prosecutor for purposes of administering the prosecution of all SPEAR felony arrests and providing legal advice to the Task Force and Board. The Governing Board may appoint the SPEAR prosecutor as Project Director.
- 2.4 **TASK FORCE OFFICERS.** The officers assigned to the Task Force will be used primarily for Task Force investigations and other duties as assigned by their individual Department Chief Executive Officers and the Task Force Commander. The Task Force Officers will work out of the Task Force office or such other places approved by the Board.

### **SECTION 3. INVESTIGATOR INFORMATION SHARING MEETINGS**

- 3.1 **COORDINATION.** The timely coordination and communication of investigative information is of paramount importance. Participating agencies agree to fully coordinate and communicate regarding any information received by their agency which might be

beneficial to Task Force investigations. To facilitate this communication, all members of the Task Force will meet weekly with the Task Force Commander at a date and time determined by the Task Force Commander.

#### **SECTION 4. EVIDENCE**

- 4.1 **PROCEDURES.** All evidence and property seized by Task Force Officers shall be identified, preserved, booked and stored in accordance with procedures approved by the Board. The Task Force Commander shall appoint a Task Force Officer or Task Force Analyst to serve as evidence custodian.
- 4.2 **AUDIT.** All evidence and property seized and stored by the Task Force shall be audited annually or as deemed necessary by the Board. Annual audits will be conducted in December and results reported to the Board in January. Persons responsible for conducting audits will be appointed by the Board.

#### **SECTION 5. OPERATIONAL GUIDELINES MANUAL**

- 5.1 The Task Force will operate in accordance with the SPEAR Operational Guidelines Manual. The Manual will be written and kept updated by the Task Force Commander. The Board will approve the Manual and any additions, deletions or changes.

#### **SECTION 6. INTELLIGENCE SYSTEM**

- 6.1 **OBLIGATIONS OF THE SPEAR TASK FORCE.** SPEAR hereby agrees to:
  - Establish and maintain a central computerized criminal intelligence information system for the sole purpose of assisting local, state, and federal law enforcement agency personnel in ongoing multijurisdictional investigations or prosecution activities relating to specific areas of criminal activity.
  - Supply the prospective Participating Agencies with membership applications and policy information and, upon attainment of membership, procedural guidelines and necessary forms as adopted by the Garfield County Sheriff's Office.
  - Establish criteria for: Information submission, information inquiry/access/dissemination, information retention/purging, security of information, audit trails and assigning of agency representatives.
  - Identify and monitor suspected or validated individuals or groups that present a known or perceived threat to the community or entity.
  - Update Participating Agencies on identified or suspected threats within their jurisdiction by utilizing information and intelligence bulletins pertinent to that jurisdiction.

- Comply with the U.S. Department of Justice Systems Operating Policies; 28 CFR Part 23 (Sept. 23, 1993), where applicable.
- Assure that the information and intelligence files are maintained in accordance with the applicable Colorado Record Retention Laws, and can only be held for a period of five (5) years. The five (5) year retention period begins from the last date of documented criminal activity or contact with an individual where the probable cause to believe criminal activity or association with criminal activity exists.

6.2 OBLIGATIONS OF PARTICIPATING AGENCIES. Each Participating Agency hereby agrees to:

- Establish and Comply with the U.S. Department of Justice Systems Operating Policies; 28 CFR Part 23 (Sept. 23, 1993), where applicable, and with the policies and procedures promulgated by the Garfield County Sheriff's Office and SPEAR.
- Assume responsibility for ensuring that all data submitted for storage in the SPEAR files is connected to known or suspected criminal activity for the operation of the system, and insuring the accuracy of all information submitted for storage by each agency in the SPEAR files.
- Assume responsibility for, and assure that all information disseminated from, SPEAR files is kept in strict confidence and is not disseminated to other entities by the Participating Agency, and to guard against any use or misuse of said information other than for informational and intelligence purposes. Dissemination by the Participating Agency of intelligence bulletins and/or information presented by SPEAR shall be strictly prohibited unless prior approval by SPEAR is obtained. This decision will be reached on a case-by-case basis.
- Utilize pooled intelligence and information resources of all participating agencies for the purpose of identifying existing threats within the community and detentions facilities to combat criminal activity that exists or is deemed proactive or anticipatory in nature.
- Update SPEAR when an identified individual is contacted by your agency. Information and intelligence files on validated threats and individuals are maintained in accordance with applicable Colorado Record Retention Laws and can only be held for a period of five (5) years. The five (5) year retention period begins from the last date of documented criminal activity or contact with an individual where probable cause to believe criminal activity or association with criminal activity exists.
- SPEAR will notify each agency when a record has reached the end of its retention period. It is the responsibility of each participating agency to purge their copies of documents when notified by SPEAR that the retention period has ended.

## **SECTION 7. EQUIPMENT**

- 7.1 **GENERAL.** Each Officer assigned to the Task Force shall be provided a portable radio, vehicle and usual personal equipment required for the execution of law enforcement duties by their respective agencies. The equipment provided to the Task Force Officers from the contributing agency shall remain property of the contributing agency. The contributing agency shall be solely responsible for the maintenance, repair and security of said equipment. If an agency needs to borrow equipment from another agency, appropriate arrangements should be made between the respective members of the Board.
- 7.2 **TASK FORCE PROPERTY.** Certain equipment will not be contributed by any agency and will be considered property of the Task Force. This equipment includes property acquired by means of asset forfeiture. Because the Task Force is not an incorporated entity capable of legally holding title to real or personal property, any such Task Force property will be the legal property of a member agency agreed upon by the Board, to be held in trust for the use of the Task Force. In the event of the disbanding of SPEAR, the Governing Board shall decide on the final disposition of the property and all other assets.
- 7.3 **PROPERTY INVENTORY.** Equipment and property acquired for use by the Task Force shall be tracked through ongoing inventory process by the Task Force Commander. Such inventory shall list the source of the equipment/property and the designated ownership of such equipment/property.

## **SECTION 8. PERSONNEL AND RELATED ISSUES**

- 8.1 **GENERAL.** All personnel assigned to the Task Force will remain the responsibility of their parent agency. Supervisors for the parent agencies will be in charge of their individual subordinates, with Officers placed under the supervision of the Task Force Commander for all Task Force duties and operations. Notwithstanding any other provision of this Memorandum, Task Force Officers shall serve at the will of the Governing Board and can be removed from the Task Force by the Board at any time with or without good cause. Task Force Officers may refuse to obey any illegal or unduly dangerous order from any person.
- 8.2 **SELECTION.** All Officers assigned to the Task Force shall be selected pursuant to the procedure outlined in this section.
- The Board Member of a participating agency shall submit appropriate materials for candidate Officers to the Secretary for distribution to the Board. Appropriate materials for candidates shall include a resume', listing details of the candidate's education and training pertinent to law enforcement and non-law enforcement experience.
  - The Board shall conduct an oral interview of a candidate within one month of receipt of the required materials. Such oral interview will be conducted with a

minimum of 5 Board Members present, with a minimum 75% approval required to appoint a Task Force position. The Board may also define and state a preference in candidates should a participating agency offer multiple candidates for one position.

- The Task Force Commander shall be selected through the same process as Task Force Officers.

8.3 DISCIPLINE. Should the need for any disciplinary action arise against any Task Force Officer, the disciplinary action imposed shall be the responsibility of the Officer's parent agency. The Task Force Commander may recommend to each Officer's parent agency that disciplinary process be considered or initiated. The Task Force Commander shall be empowered to provisionally suspend any Task Force Officer from the Task Force for incompetence, negligence, insubordination, criminal conduct, or other conduct unbecoming a Task Force Officer. The TFO's parent agency shall be notified of such action immediately. Such provisional suspension may be rescinded by the Task Force Commander or be brought to the Board for review at their next meeting. Any change of status of such suspension shall require a majority vote of the Governing Board. After review of all information the Board considers pertinent to the suspension, the Board may take the following actions:

- Rescind the suspension.
- Accept the suspension and initiate procedures for removal of the Task Force Officer.
- Remove the Task Force Officer with the consent of the parent agency, or through resignation of Task Force assignment by the Officer.

In the event the Governing Board accepts the suspension and initiates procedures for removal of the Task Force Officer, the procedures shall be as follows:

- The Task Force Commander shall be assigned to prepare a written report to the Governing Board which shall include, at a minimum; a summary of the reasons for the suspension, a statement of any facts that the Task Force Commander feels constitute grounds for removal from the Task Force, a summary of all available evidence both in favor and against the Task Force Officer, a written statement from the Task Force Commander detailing the reasons the Task Force Commander feels removal from the Task Force is warranted, and a written statement from the Task Force Officer in question should they wish to provide one.
- The report of the Task Force Commander shall be prepared within two days of the Board's decision to initiate removal procedures.

- The report from the Task Force Commander shall be provided to all Governing Board members and the Task Force Officer in question.
- The Board shall consider the issue of removal of the Task Force Officer at their next meeting.
- The Board will consider the report from the Task Force Commander.
- The Task Force Officer in question may address the Board if they desire.
- The Board will consider any other information it deems relevant.
- The Task Force Officer shall have no right to legal counsel at such meeting.
- The Board shall consider the matter in executive session. A decision to remove a Task Force Officer pursuant to this section shall be by a majority of the total Governing Board. Nothing in this section shall in any way affect a parent agency from voluntary removal of their Officer at anytime.
- During the above-process, a parent agency may re-assign their Officer to non-Task Force duties pending disposition.

8.3.1 **MISCONDUCT OF THE TASK FORCE COMMANDER.** Task Force Officers may report any misconduct or other inappropriate actions on the part of the Task Force Commander to the Chairperson or any Governing Board Member. The Chairperson may take any action that the Chairperson deems necessary to immediately address any such issue, including a temporary suspension of the Task Force Commander. In the event that the Chairperson suspends the Task Force Commander, the Chairperson shall call an immediate emergency meeting of the Governing Board. The Governing Board shall consider any issues raised by the Chairperson. Any decision to remove the Task Force Commander shall require a majority vote of the entire Governing Board, minus the Task Force Commander, who shall have no vote in such action.

8.3.2 **STANDARDS.** The process provided for in paragraphs 8.3 and 8.3.1 shall in no way be construed as requiring that good cause be found by the Governing Board as a precondition of taking any disciplinary action against a Task Force Officer or the Task Force Commander.

## **SECTION 9. REPORTS**

9.1 **REPORTS.** Reports will be prepared utilizing a standard format approved by the Task Force Commander. The Board may require the use of such forms it deems appropriate. All Task Force agencies agree to provide appropriate statistical reports in a timely manner as required by Division of Criminal Justice grant reporting or other oversight

and funding entities. Any necessary arrest data, seizure data, and other information will be forwarded to the Project Director.

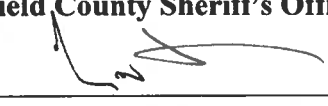
## **SECTION 10. MISCELLANEOUS**

- 10.1 **GOVERNMENTAL IMMUNITY NOT WAIVED.** None of the parties waive its rights under the Colorado Governmental Immunity Act.
- 10.2 **INSURANCE.** Each Party shall maintain general liability and police professional liability coverage or its equivalent in an amount not less than the maximum amount that may be received under the provisions of the Colorado Governmental Immunity Act against a public entity or public employee. The policy shall insure against claims for bodily injury, death, property damage, or personal injury which may arise through the performance of the Task Force's duties. The policies should also provide coverage for the costs of defending any claims that may arise from the performance of the Task Force's duties.
- 10.3 **SEVERANCE.** Any term, clause, part or provision of this Memorandum held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or the United States shall not affect the validity of the remaining portions or provisions. The rights and obligations of the parties shall be construed and enforced as if the memorandum did not contain the particular term, clause, part or provision held to be invalid.
- 10.4 **GOVERNING LAW.** In its entirety, the Memorandum is subject to and shall be construed in accordance with the provisions of Colorado law.
- 10.5 **SUCCESSORS AND ASSIGNS.** The Memorandum shall be binding upon the successors and assigns of each of the Parties. A Party may not assign any of its rights or obligations under the Memorandum without the prior written consent of all other members of the Governing Board.
- 10.6 **NOTICE.** Any notice required or permitted by this Memorandum shall be in writing and sent by certified mail or registered mail, postage and fees prepaid. The certified mail or registered mail shall be addressed to the Party to whom such notice is being given at the address set forth on the signature page below. Such notice shall be deemed to have been given when deposited in the United States mail.
- 10.7 **SEPARATE ENTITIES.** The Parties enter into this Memorandum as separate, independent governmental entities and shall maintain such status throughout.
- 10.8 **NO PARTNERSHIP.** Nothing in this Memorandum shall create a partnership or joint venture between the parties hereto.

- 10.9 **COOPERATION, REQUEST FOR ASSISTANCE, AND EXTRATERRITORIALITY.** Each participating agency understands that all Task Force Officers will operate throughout the entire area covered by the Task Force. By executing this agreement, each participating agency hereby consents and agrees to having all Task Force Officers operate in their territory with full power to conduct investigations, make arrests, and take such other actions as are necessary for Task Force operations. This agreement also constitutes a standing request for assistance on behalf of each participating agency to utilize Task Force Officers to enforce any violations of law arising out of any such investigation in the territory of each participating agency. Each participating agency acknowledges that any Task Force Officer operating in the particular agency's territory has full power to investigate such violations and make arrests as if such Task Force Officer were a sworn Officer of the particular agency. No agency relationship is created hereby, and each participating agency shall be fully liable for the actions of its Officers.
- 10.10 **PARTICIPATING AGENCIES.** The participating agencies shall be all those that sign this agreement. The Governing Board, by majority vote, may admit new agencies into the Task Force, and such new agencies must sign this agreement.
- 10.11 **CAPACITY OF BOARD MEMBERS, BOARD OFFICERS AND TASK FORCE OFFICERS.** All Board Members, Board Officer and Task Force Officers shall remain fully the employees and agents of their respective governmental agency employers and shall not be considered an employee or agent of any other governmental agency. Each individual governmental agency shall remain fully responsible for all of the actions of its own employees or agents, and no party hereto shall incur any liability as a result of the actions of any employee or agent of another party hereto.
- 10.12 **MODIFICATION.** This Memorandum may only be modified in writing with the consent of all parties hereto.
- 10.13 **EFFECTIVE DATE.** This Memorandum shall be effective as of the date when all parties have signed this Memorandum.
- 10.14 **SECTION HEADINGS.** The various section headings contained in this Memorandum are for the sake of convenience only, and have no legal effect whatsoever.
- 10.15 **AUTHORITY TO EXECUTE.** The undersigned parties state that they represent and have the authority to execute this MOU on behalf of their respective agencies or departments and, in signing this MOU, concur with and support SPEAR as set forth in this MOU and for the period and purpose stated herein.
- 10.16 **COUNTERPARTS.** The parties may execute this MOU in two or more counterparts which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument

## Voting Members

### Garfield County Sheriff's Office

BY:   
Lou Vallario  
Sheriff

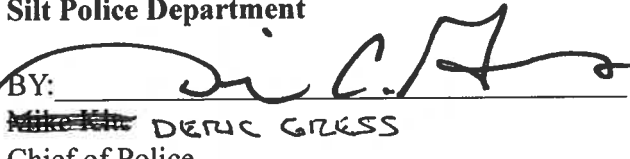
Date: 07/17/2025

### Rifle Police Department

BY:   
Debra Funston  
Chief of Police

Date: 07/17/2025

### Silt Police Department

BY:   
~~Mike K...~~ DEREK GRESS  
Chief of Police

Date: 10.24.2025

### Ninth Judicial District Attorney's Office

BY:   
Ben Sollars  
District Attorney


Date: 7/17/25

### Drug Enforcement Administration

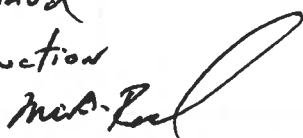
BY: \_\_\_\_\_  
Troy Eliason  
Resident Agent in Charge

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

### Homeland Security Investigations

BY:   
~~Jeremy Wilson~~ Eric Selfridge (Acting)  
Resident Agent in Charge

Date: 07/17/2025

Michael A. Renaud  
HSI Grand Junction  


12/18/2025

## Participating Members

### Colorado State Patrol

BY: DECLINED

Jared Rapp  
Captain

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

### Parachute Police Department

BY: [Signature]

Sam Stewart  
Chief of Police

Date: 07-17-2025

### New Castle Police Department

BY: [Signature]

Stu Curry  
Chief of Police

Date: 12/18/2025

### Carbondale Police Department

BY: [Signature]

Kirk Wilson  
Chief of Police

Date: 10/27/25

### Glenwood Springs Police Department

BY: [Signature]

Joseph Deras  
Chief of Police

Date: 7.25.2025

“Review MOU with SPEAR and consider ratification, withdrawal, or other directives to Police Department”



**Town of New Castle**

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

**Administration Department**

**Phone:** (970) 984-2311

**Fax:** (970) 984-2716

[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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**Memorandum**

**To:** Mayor & Council

**From:** David Reynolds

**Re:** Agenda Item: Consider Council Ordinance TC 2026-3

**Date:** 03/17/2026

**Purpose:**

The purpose of this agenda item is to Consider Ordinance TC 2026-3 - AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO CREATING CHAPTER 10.28 OF THE TOWN CODE CONCERNING ELECTRICAL ASSISTED BICYCLES, on first reading.

Based on previous Town Council meetings, and following Town Council recommendations, staff and our town attorneys have drafted Ordinance TC 2026-3 which creates Municipal Code Section 10.28 addressing areas of concern related to the use of E-Bikes within town limits. Of recent concern is the growing number of younger e-bike operators and the safe operations of all e-bikes riders on town trails, pathways, sidewalks and roads. TC 2026-3 targets safe responsible operations of e-bikes while also recognizing the importance of allowing riders of all ages the ability to safely operate various types of e-bikes in all areas of town. TC 2026-3 addresses topics such as “Safety Requirements, Area Where Allowed, Definitions, and Proposed Penalties.”

See attached Ordinance TC 2026-3

**TOWN OF NEW CASTLE, COLORADO  
ORDINANCE NO. 2026-3**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NEW  
CASTLE, COLORADO CREATING CHAPTER 10.28 OF TOWN CODE  
CONCERNING ELECTRICAL ASSISTED BICYCLES**

**WHEREAS**, the Town of New Castle, Colorado (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town of New Castle Home Rule Charter of 1999, as amended (“Charter”); and

**WHEREAS**, electrical assisted bicycles, commonly known as “e-bikes,” are bicycles equipped with an electric motor that can assist riders in reaching speeds of up to 28 miles per hour; and

**WHEREAS**, growing popularity and increasing access to inexpensive models of e-bikes has led to a proliferation of e-bike usage among riders of all age groups within the Town; and

**WHEREAS**, this proliferation of e-bikes has created safety concerns on Town parks, trails, and other open spaces; and

**WHEREAS**, Town Council now desires to address these safety concerns by adopting e-bike regulations and codifying them within the Town Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO:**

**Section 1.**     **Recitals.** The foregoing recitals are incorporated by reference herein as findings and determinations of the Town Council.

**Section 2.**     **Adoption of Chapter 10.28.** Chapter 10.28 Electrical Assisted Bicycles as set forth in Exhibit A attached hereto and incorporated herein by reference is hereby adopted and inserted as a new chapter into the Town Code.

**Section 3.**     **Severability.** The provisions of this Ordinance are severable, and the invalidity of any phrase, clause, or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Ordinance.

**Section 4.**     **Effective Date.** This Ordinance shall be effective fourteen days after final publication pursuant to Section 4.3 of the Town Charter.

**INTRODUCED** on first reading on April 7, 2026, at which time copies were available to the Town Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

**INTRODUCED** a second time at a regular meeting of the Town Council of the Town of New Castle, Colorado, on April 21, 2026, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO, A  
HOME-RULE MUNICIPALITY

By: \_\_\_\_\_  
Art Riddile, Mayor

ATTEST:

\_\_\_\_\_  
Mindy Andis, Town Clerk

## EXHIBIT A

### Chapter 10.28 – ELECTRICAL ASSISTED BICYCLES

#### **10.28.010 – Definitions**

- A. “Electrical Assisted Bicycle” or “E-Bike” shall refer to any bicycle with an electric motor that assists the rider in reaching a speed of not more than 28 miles per hour.
- B. “Class 1 E-Bike” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
- C. “Class 2 E-Bike” means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling and may include a throttle for such assistance but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
- D. “Class 3 E-Bike” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour.

#### **10.28.20 – Safety requirements**

- A. All E-Bike riders 18 years and younger must wear a helmet when operating an E-Bike of any class.
- B. All E-Bikes shall utilize an operational permanently affixed headlight and taillight when used between dusk and dawn.
- C. An operator shall not use a mobile phone while operating an E-bike unless they are utilizing hands-free methods.
- D. An operator shall not allow more passengers on an electrical assisted bicycle than the electrical assisted bicycle is originally designed and built for. This shall not prevent the use of aftermarket products on or with an E-bike, such as child carriers.
- E. Riders must be at least 16 years old to operate a Class 3 E-bike.
- F. All classes of E-Bikes shall be subject to Town Code provisions generally applicable to bicycles unless contradicted by an express provision of this Chapter.
- G. The speed limit for all electrical assisted bicycles is fifteen (15) miles per hour in all areas of Town when operated on a designated trail, multi-use path, bike path, or trail. Any electrical assisted bicycle operated on the roadway or bike lane must abide by the posted

speed limit and be operated in compliance with the Model Traffic Code, as adopted by the Town from time to time.

**10.28.030 – Where allowed**

- A. Only Class 1 E-Bikes are permitted on Town trails. A trail is a single-track, unimproved dirt trail that is only wide enough to accommodate one pedestrian or biker.
- B. Only Class 1 E-Bikes are permitted on Town bike paths or multi-use paths. A multi-use path is an improved or unimproved path through Town parks or open space that is wide enough to accommodate two or more pedestrians or bikers side by side.
- C. Only Class 1 E-Bikes are permitted on Town sidewalks.
- D. All E-Bike riders shall be required to dismount their bikes when on downtown Main Street sidewalks between N. 2<sup>nd</sup> St and N. 7<sup>th</sup> Street.
- E. Classe 1, 2, and 3 E-Bikes are permitted on Town roads and bike lanes when operated in compliance with the Model Traffic Code, as adopted by the Town from time to time.
- F. Any electrical assisted bicycle providing assistance above twenty-eight miles per hour, and any electric dirt bike that does not have pedal assist, are not “E-Bikes” under this chapter and are not permitted on any Town trail, multi-use path, or other public property.

**10.28.040 – Penalty**

- A. Any violation of this Chapter 10.28 shall be punishable by the Town’s general penalty set forth in Section 1.20.010 of the Code.



**Town of New Castle**

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

**Administration Department**

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**Fax:** (970) 984-2716

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**Memorandum**

**To:** Mayor & Council

**From:** David Reynolds

**Re:** Agenda Item: Policy Discussion Regarding Town Events

**Date:** 04/07/2026

**Purpose:**

The purpose of this agenda item is to have a general discussion about whether additional policy around Town-hosted events is needed.



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## Memorandum

**To:** Mayor & Council  
**From:** David Reynolds  
**Re:** Agenda Item: Discussion and consideration of Mayor Pro Tem selection process  
**Date:** 04/07/2026

### Purpose:

The purpose of this agenda item is to discuss and consider the 2026 Mayor Pro Tem selection process.

Per Article III of the Town of New Castle Charter – “At the first regular meeting following a general election, the Council shall appoint one of its Members as Mayor Pro Tem, who shall act as Mayor during the absence of the Mayor with all powers herein granted to the Mayor. Such appointment shall be made by a majority of the Council Members present constituting a quorum.”

As the general election is to be held on the first Tuesday following the first Monday of April in each even numbered year, which would be April 7<sup>th</sup> 2026; New Castle’s Town Charter requires that the Mayor Pro Tem be appointed during the April 21<sup>st</sup> regular Town Council meeting.

Because the Town Charter does not specify the exact selection and appointment process, town staff would like to discuss and suggest the following:

- Council members who are interested in serving as the Mayor Pro Tem shall submit a letter of interest to the Town Clerk prior to April 15<sup>th</sup>, 2026.
- Town Clerk shall distribute the letters of interest to all Town Council members no later than close of business on April 17<sup>th</sup>.
- Town Council members may review the letters of interest prior to the April 21<sup>st</sup> Town Council meeting.
- During the April 21<sup>st</sup> meeting, Town Council may hear directly from each Council member who submitted a letter of interest.
- Directly following a short informational word from all candidates, Town Council members shall each cast a written ballot vote for one of the Mayor Pro Tem Candidates.
- This process shall remain the same regardless of the number of Mayor Pro Tem candidates.

Council may wish to utilize these recommendations or make changes as needed.

1 **New Castle Town Council Regular Meeting**  
2 **Tuesday, March 17, 2026, 7:00 PM**  
3

4 **Call to Order**

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

6 **Pledge of Allegiance**  
7

8 **Roll Call**

9 Councilor Carey  
10 Councilor Hazelton  
11 Mayor A. Riddile  
12 Councilor Copeland  
13 Councilor Leland  
14 Councilor G Riddile

15  
16 Absent Councilor Mariscal  
17

18 Also present at the meeting were Town Clerk Mindy Andis, Administrator Dave Reynolds,  
19 Planner Paul Smith, Attorney Mike Sawyer, Town Treasurer Viktoriya Ehlers, and members  
20 of the public.  
21

22 **MOTION: Mayor A. Riddile made a motion to excuse Councilor Mariscal's**  
23 **absence. Councilor Hazelton seconded the motion, and it passed unanimously.**  
24

25 **Meeting Notice**

26 Clerk Andis verified that her office gave notice of the meeting in accordance with  
27 Resolution TC 2026-1.  
28

29 **Conflicts of Interest**

30 There were no conflicts of interest  
31

32 **Agenda Changes**

33 There were no agenda changes  
34

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

36 Rob Hanna New Castle resident introduced himself to the council. Mr. Hanna is the new  
37 Garfield County Deputy County Manager. Council welcomed Mr. Hanna to the county and  
38 to the town.  
39

40 Katerina McAlpine New Castle resident said she wanted to let council know that the town  
41 has been participating in a program which is currently the subject of a formal Cease and  
42 Desist Order for violating Colorado law. SPEAR Task Force was created in 2022, and the  
43 MOU was not signed until 2025, but it was not approved by any municipality, which is a  
44 violation of state statute CRS 29-1 203. Ms. McAlpine said the statute requires

Town Council Meeting  
Tuesday, March 17, 2026

1 Intergovernmental Agreements (IGA) to be authorized by the governing body. Ms.  
2 McAlpine is asking for the town’s attorney to review the legality of New Castle’s  
3 participation in SPEAR and to determine whether Colorado law was violated by the signing  
4 of the MOU by a New Castle staff member without authorization by council.  
5 Mayor A. Riddile said they will look into it and consult with the town attorney.

6  
7 **Consultant Reports**

8 Consultant Attorney –present for agenda items  
9 Consultant Engineer – not present

10  
11 **Items for Consideration**

12  
13 **Appreciation for Adria Milton-Baker**

14 Mayor A. Riddile presented Ms. Adria Milton-Baker with a gift of appreciation. He said Ms.  
15 Milton-Baker has been volunteering for three years picking up trash around town on a  
16 weekly basis. He said the council is very appreciative of the time Ms. Milton-Baker has put  
17 into cleaning up the town. Ms. Milton-Baker said she is proud of the town and when she  
18 drives around town and sees the trash, she feels it’s disrespecting the council and town  
19 residents.

20  
21 **Consider R2 First Amendment to Subdivision and PUD Development Agreement**

22 Planner Smith said on January 14, 2026, Wildhorse Apartments LLC (formally R2  
23 Partners) received conditional approval for a minor PUD amendment by the Planning  
24 Commission. The amendment was to have the townhomes from rental units to full  
25 purchase units. With the change there were some building realignments which changed lot  
26 lines. As a condition of the PUD amendment, the applicant was required to resubmit cost  
27 estimates for the revised public improvements (**Exhibit A**). Planner Smith said the  
28 amendment before council is to approve the cost estimate for the subdivision  
29 improvement agreement. Planner Smith said he has spoken with Town Engineer Jeff  
30 Simonson and Mr. Simonson felt the estimates were fair to what the new utility work that  
31 would need to be done. Planner Smith said there is a 15 percent contingency that would  
32 cover the cost adjustments if there were some minor changes that needed to be done.

33  
34 **MOTION: Mayor A. Riddile made a motion to approve R2 First Amendment to**  
35 **Subdivision and PUD Development Agreement. Councilor Carey seconded the**  
36 **motion, and it passed on a roll call vote. Councilor G. Riddile: yes; Councilor**  
37 **Leland: yes; Councilor Copeland: yes; Mayor A. Riddile: yes; Councilor Hazelton:**  
38 **yes; Councilor Carey: yes.**

39  
40 **Consider R2 Subdivision Improvement Funds on Deposit Agreement**

41 Administrator Reynolds said R2 successfully completed the PUD Land Use Application

1 process and is now moving forward with permitting and development. As part of this  
2 process, R2 is required to provide a financial security deposit to ensure completion of the  
3 public improvements associated with the development of the project. The security serves  
4 as protection for the town in the event of a default during construction of those  
5 improvements. Security for this type of work is typically provided in the form of a letter of  
6 credit from a bank; however, developers also have the option of providing cash as  
7 security for the work to be completed. In this case, R2 has elected to provide cash  
8 security, which will be deposited in a designated Town of New Castle bank account and  
9 released back to the developer as work is satisfactorily completed. Administrator Reynolds  
10 said the agreement between the town and the developer explains how and where the  
11 money would be deposited such as which bank and how the interest would be earned and  
12 how the interest would be split between the town and the developer. The interested would  
13 be split 50/50 for the town's fee for managing the money and staff time. Administrator  
14 Reynolds said the agreement would replace the traditional letter of credit.

15  
16 **MOTION: Councilor G. Riddile made a motion to approve R2 Subdivision**  
17 **Improvement Funds on Deposit Agreement. Councilor Copeland seconded the**  
18 **motion, and it passed on a roll call vote. Councilor Carey: yes; Councilor**  
19 **Hazelton: yes; Mayor A. Riddile: yes; Councilor Copeland: yes; Councilor Leland:**  
20 **yes; Councilor G. Riddile: yes.**

21  
22 **Update – E-Bike Regulations**  
23 Administrator Reynolds said gave a brief update on the e-bike regulations. He said staff  
24 have reviewed the state regulations for e-bikes and the town attorneys are reviewing  
25 what could go into the town municipal code. Administrator Reynolds reviewed different  
26 types of e-bikes and scooters with council (**Exhibit B**). Administrator Reynolds said with  
27 classification of e-bikes there are certain wattages that each class can go to. Some of the  
28 e-bikes are made to look like a normal e-bike, however the wattage is not an e-bike. The  
29 police are educating the kids and parents when they see them. Administrator Reynolds  
30 said an educational campaign will start once there is an ordinance in place.  
31 Councilor Leland asked about registration for the e-bikes. Administrator Reynolds said  
32 starting in 2027, the state will require each e-bike to have a placard that will clearly show  
33 what class the bike is. He said the ordinance will be written to explain what the  
34 regulations are for each class.  
35 Councilor Carey asked if the town would be going into the schools to educate the kids.  
36 Administrator Reynolds said yes, once the ordinance is in place and knows exactly what  
37 the regulations are. Councilor Carey said there are few e-dirt bikes in town and should be  
38 aware of them. Administrator Reynolds said the police are aware and have spoken to a  
39 couple of them and they are also monitoring the e-bikes and speaking with the parents.  
40 Councilor Hazelton said there was discussion about doing with the bike rodeo.  
41 Administrator Reynolds said he would speak with Chief Curry.

1 Councilor G. Riddile said he doesn't have an issue with Class 1,2 or 3, but what concerns  
2 him is Class 4. Administrator Reynold said his understanding is that Class 4 would be  
3 treated just like any other motor vehicle. You will need a driver's license, insurance and  
4 registration.  
5 Councilor Copeland suggested having signage in various places explaining what is allowed  
6 and what is not.  
7 Councilor Carey said e-dirt bikes that do not have peddle assistance and do not fit the  
8 definition of an e-bike are not allowed on Town trails, multi-use paths, sidewalks,  
9 roadways, parks, or all town property if alright with the attorneys to expand to say they  
10 would be considered a motor vehicle and be treated as such.

11  
12 **Consider Ordinance TC-2026-02 An Ordinance of the New Castle Town Council**  
13 **Amending Provisions of Chapter 13.28 of the Town Municipal Code Regarding**  
14 **Water Conservation (2<sup>nd</sup> reading)**

15 Administrator Reynolds said there were no changes made between first and  
16 second reading of the ordinance.  
17 Councilor Leland asked how the town was going to get the information out to the  
18 residents. Administrator Reynolds said through billing, door hangers, website and  
19 Facebook.

20  
21 Mayor A. Riddile opened the public hearing: 7:34pm  
22 Mayor A. Riddile closed the public hearing: 7:35pm

23 **MOTION: Councilor Leland made a motion to approve Ordinance TC-2026-02 An**  
24 **Ordinance of the New Castle Town Council Amending Provisions of Chapter 13.28**  
25 **of the Town Municipal Code Regarding Water Conservation (2<sup>nd</sup> reading).**  
26 **Councilor Carey seconded the motion, and it passed on a roll call vote. Councilor**  
27 **Copeland: yes; Mayor A. Riddile: yes; Councilor Hazelton: yes; Councilor G.**  
28 **Riddile: yes; Councilor Carey: yes; Councilor Leland: yes.**

29  
30 **Consent Agenda**

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

34  
35 March 3, 2026, Minutes

36  
37 **MOTION: Councilor G. Riddile made a motion to approve the Consent Agenda.**  
38 **Councilor Carey seconded the motion, and it passed unanimously.**

39

1 **Staff Reports**

2 **Town Administrator** –Administrator Reynolds said he would be out of the office  
3 Wednesday, March 18, 2026 – Friday, March 20, 2026, but would be available by phone.  
4 Administrator Reynolds said he had a meeting with Silt’s Town Manager regarding the  
5 RFTA Hogback bus route. Administrator Reynolds said he understands that the funding  
6 issue idea for the bus route has been referred to a regional transportation coalition if it  
7 would be worth pursuing. Administrator Reynolds said with this year being a mid-term  
8 election year there could be interest in political groups that will want vendor space at  
9 Community Market. He said staff would look into creating a policy for vendor space at  
10 town events and bring it back to council for discussion. Administrator Reynolds said the  
11 town attorneys would be involved because the town has to give time and space for  
12 protesting and allow people to speak their minds. What the time and space look like would  
13 be in the policy. Councilor Carey said Town of Carbondale doesn’t allow political parties at  
14 a couple of their events but then they do allow them in other events. Councilor Leland  
15 said the town does allow political parties in the Burning Mountain Festival Parade and  
16 most of them move into the park afterwards. Administrator Reynolds said Garfield County  
17 Emergency Management are working on renewing their emergency plan. He said he and  
18 Assistant Rochelle Firth attended a FEMA meeting as the county was reworking the  
19 emergency plan. The emergency plan gets audited every three years. Administrator  
20 Reynolds said the town is participating in a Regional Housing Study that goes from Aspen  
21 to Parachute. He said there have been a couple of phases to the project and staff have  
22 submitted the town’s information. The study is to show what affordable products were  
23 approved with PUD’s and what the senior housing count is. Administrator Reynolds the  
24 Queer Resource Center on the corner of Fourth Street and West Main Street went out of  
25 business. The business will be reopening under new ownership and new name. The  
26 business will be same as it was before. Administrator Reynolds said staff has been looking  
27 at upcoming meeting on April 21, 2026. Once the transition happens there will be an  
28 empty council seat and the council will need to appoint a Mayor Pro Tem. Council will have  
29 the option to fill the vacant council seat by either appointing with letters of interest or  
30 having a special election. Administrator Reynolds said Clerk Andis looked up in the town  
31 charter on how to appoint the Mayor Pro Tem seat. According to the charter “*The Council*  
32 *shall appoint the Mayor Pro Tem and conduct such other organizational business as it sees*  
33 *fit during the first regular meeting following a general election*”. Administrator Reynolds  
34 said we should come up with a process of how council would like to handle the  
35 appointment of Mayor Pro Tem. Administrator Reynolds said April 21, 2026, council  
36 meeting will have an early work session at 5:30pm at the Community Center. The regular  
37 council meeting will be at Town Hall. Administrator Reynolds said staff have had  
38 conversations with RE2 School District regarding the use of the ballfield at Elk Creek  
39 Elementary (ECE). There were questions about how the ballfields at ECE were being  
40 managed. The recreation department has historically managed the ballfields. There was  
41 an agreement in the 80’s to have the town manage the scheduling and allow us to charge

1 fees for the use of the ball fields and the town could keep the fees for managing the ball  
2 field. Administrator Reynolds said recently there was a conflict with a traveling team not  
3 being allowed to use the ballfield. Staff are working with the school district to resolve the  
4 issue. Administrator Reynolds said staff have run into a hiccup with the collection of  
5 Tobacco Tax. He said Town Treasurer Viktoriya Ehlers is working with a couple of  
6 businesses to work out the issue. Administrator Reynolds said one of the developments  
7 come into Castle Valley Ranch were going to put in Pickleball courts on their property.  
8 Staff reviewed the plans for the Pickleball courts and discussed with the developer to  
9 move the courts into VIX Park and away from residents' backdoors. Administrator  
10 Reynolds said by moving the Pickleball courts they would displace part of the bike park.  
11 He said there is a lot of room in the park but is there more room for more of a master  
12 plan and consider how the park would come together. Administrator Reynolds said he has  
13 talked with New Castle Trails about the shift and is there away for the bike park to shift.  
14 Administrator Reynolds said he has reached out to the town attorney. Councilor Carey  
15 said staff should be careful when talking about open development applications. Councilor  
16 Hazelton asked if there is a master plan of VIX Park and the pump track. Administrator  
17 Reynolds said no, the pump track was a volunteer project and over time the track has  
18 changed.

19 **Town Clerk** – Clerk Andis said she had nothing to report

20 **Town Treasurer** – Treasurer Ehlers said she has opened an account with Colo-Trust for  
21 the R2 Subdivision Improvement Funds on Deposit. She said currently on the account the  
22 interest rate is 3.88%. Treasurer Ehlers said she had completed the Pinnacle audit for  
23 2025 and completed the 2026 renewal. She said she has submitted the CTF 2025 audit  
24 and it was accepted. Treasurer Ehlers said the town audit is scheduled for April 27, 2026.  
25 She said she has completed the second ARPA funds closing.

26 **Town Planner** – Planner Smith said there will be a CUP for Xcel Energy Substation going  
27 before P&Z on Wednesday, March 25, 2026. The substation will be on County Road 335.  
28 Council will see the CUP for the substation on April 17, 2026. Planner Smith said R2 will  
29 be gearing up to start construction in the next few weeks. He said R2 are still planning on  
30 building four units this year. Planner Smith said on April 7, 2026, Coal Seam will be  
31 council for the second reading of the preliminary/final PUD ordinance. Mayor A. Riddile  
32 asks if Planner Smith could e-mail the council when the break ground dates are, so council  
33 is aware if they are asked any questions. Planner Smith said Building Inspector Travis  
34 Perdue is going most of the inspections now.

35 **Public Works Director** – not present

36

### 37 **Commission Reports**

38 **Planning & Zoning Commission** – Mayor A. Riddile said they have met but will meet on  
39 March 25, 2026.

40 **Historic Preservation Commission** – Councilor Copeland they meet on March 23, 2026.

41 **Climate and Environment Commission** – Councilor Leland said they meet on March 19,

1 2026. He asked if the council has any thoughts for groups or businesses to attend Earth  
2 Day to let him know.  
3 **Senior Program** –Clerk Andis said they meet on March 25, 2026.  
4 **RFTA** – Mayor A. Riddile said he attended his last in person meeting and they gave him a  
5 nice send off. He said there was discussion about the library district funding part of RFTA  
6 for Silt and Rifle.  
7 **AGNC** – Councilor Hazelton said they will meet March 18, 2026.  
8 **GCE** - Councilor Leland said they will meet March 20, 2026.  
9 **EAB** – Mayor A. Riddile said they met but he was unable to attend.  
10 **POSTR** – have not met

11  
12 **Council Comments**

13 Councilor Carey said she is researching Hyacinth Fellowship which is a support structure  
14 for first responders who have experienced trauma. She said this could be another  
15 resource that the town could offer to the Police Department. Councilor Carey said on April  
16 4, 2026, she was going to have Coffee with a Councilor at New Castle Coffee to discuss  
17 water issues.  
18 Councilor Leland said Dwayne Romero is running for Congress. Councilor Leland said he  
19 has concerns that Mr. Romero would be leaving Lakota Canyon Ranch and passing it onto  
20 someone else. Councilor Carey said her understanding is the company would remain the  
21 same.  
22 Mayor A. Riddile introduced Emily Smapley to Councilor Leland. Ms. Sampley will replace  
23 Councilor Leland on council. Mayor A. Riddile said he and Councilor Leland had dinner with  
24 former Administrator Tom Baker and he is doing well.

25 **Items for Future Council Agenda**

26 Councilor G. Riddile would like to get a better understanding of the SPEAR MOU issue.  
27

28 **Adjourn**

29 **MOTION: Mayor A. Riddile made a motion to adjourn.**

30 The meeting adjourned at 8:16 p.m.

31

32 Respectfully submitted,

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35

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39

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Mayor A. Riddile

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Town Clerk Mindy Andis, CMC



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
213	AFLAC	244044	03.2026 premium	03/11/2026	116.87	.00	116.87	59506	03/12/2026
Total 213:					116.87	.00	116.87		
377	Alpine Bank	0272 -Mar 10	adri's tacos-Food CVRPS	03/10/2026	99.69	.00	99.69	59551	03/26/2026
		0272 -Mar 10	spirits of new castle-Food/	03/10/2026	9.50	.00	9.50	59551	03/26/2026
		0272 -Mar 10	harbor freight-Tools-wtr	03/10/2026	267.92	.00	267.92	59551	03/26/2026
		0272 -Mar 10	osm delivery-Delivery-wwtr	03/10/2026	100.00	.00	100.00	59551	03/26/2026
		0346 -Mar 10	Amazon-Weekly Planner-re	03/10/2026	12.74	.00	12.74	59551	03/26/2026
		0346 -Mar 10	canva-Flyers-rec	03/10/2026	29.97	.00	29.97	59551	03/26/2026
		0346 -Mar 10	city-market-Food 4 Worker	03/10/2026	23.45	.00	23.45	59551	03/26/2026
		0346 -Mar 10	epic sports-Whistles- Coac	03/10/2026	37.58	.00	37.58	59551	03/26/2026
		0346 -Mar 10	epic sports-3rd/4th Soccer	03/10/2026	478.07	.00	478.07	59551	03/26/2026
		0346 -Mar 10	epic sports-Volley Ball Equi	03/10/2026	104.38	.00	104.38	59551	03/26/2026
		0346 -Mar 10	boot barn-Boots AP-wtr	03/10/2026	125.99	.00	125.99	59551	03/26/2026
		0346 -Mar 10	adri's tacos-Food 4 Worker	03/10/2026	111.18	.00	111.18	59551	03/26/2026
		0346 -Mar 10	spirits of new castle-Food/	03/10/2026	9.63	.00	9.63	59551	03/26/2026
		0355 -Mar 10	adobe inc-Adobe Subs-b&	03/10/2026	47.98	.00	47.98	59551	03/26/2026
		0355 -Mar 10	city-market-C.Carey Bday	03/10/2026	40.97	.00	40.97	59551	03/26/2026
		0355 -Mar 10	city-market-M. Huster Ann	03/10/2026	78.62	.00	78.62	59551	03/26/2026
		0355 -Mar 10	Amazon-Thermo Cover-ad	03/10/2026	22.98	.00	22.98	59551	03/26/2026
		0355 -Mar 10	city-market-Water-admin	03/10/2026	14.98	.00	14.98	59551	03/26/2026
		0355 -Mar 10	adobe inc-Adobe Subs-ad	03/10/2026	140.93	.00	140.93	59551	03/26/2026
		0355 -Mar 10	faxpipe.com-Internet Fax-a	03/10/2026	10.95	.00	10.95	59551	03/26/2026
		0355 -Mar 10	zoom.com-Zoom Subs-ad	03/10/2026	16.99	.00	16.99	59551	03/26/2026
		0355 -Mar 10	column public notice-Legal	03/10/2026	85.24	.00	85.24	59551	03/26/2026
		0355 -Mar 10	Amazon-Off Supp-crt	03/10/2026	22.96	.00	22.96	59551	03/26/2026
		0355 -Mar 10	adobe inc-Adobe Subs-rec	03/10/2026	53.97	.00	53.97	59551	03/26/2026
		0355 -Mar 10	adobe inc-Adobe Subs-wtr	03/10/2026	23.99	.00	23.99	59551	03/26/2026
		0371 -Mar 10	city-market-Employee Sup	03/10/2026	20.11	.00	20.11	59551	03/26/2026
		0371 -Mar 10	city-market-Employee Sup	03/10/2026	10.33	.00	10.33	59551	03/26/2026
		0371 -Mar 10	cccma-CCCMA Conf-admi	03/10/2026	370.00	.00	370.00	59551	03/26/2026
		0371 -Mar 10	burning mtn pizza-Lunch M	03/10/2026	65.35	.00	65.35	59551	03/26/2026
		0371 -Mar 10	tapatios-Meals-admin	03/10/2026	45.89	.00	45.89	59551	03/26/2026
		0371 -Mar 10	glenwood canyon brew-Me	03/10/2026	65.56	.00	65.56	59551	03/26/2026
		0371 -Mar 10	wash by u-Carwash-admin	03/10/2026	14.05	.00	14.05	59551	03/26/2026
		0371 -Mar 10	altitude windshields-Winds	03/10/2026	75.00	.00	75.00	59551	03/26/2026
		0397 -Mar 10	city-market-Kids Kitchen-re	03/10/2026	26.94	.00	26.94	59551	03/26/2026
		0397 -Mar 10	city-market-Valentine Cooki	03/10/2026	71.63	.00	71.63	59551	03/26/2026
		0397 -Mar 10	Amazon-MVDS-rec	03/10/2026	60.48	.00	60.48	59551	03/26/2026
		0397 -Mar 10	city-market-Arts MVDS-rec	03/10/2026	14.38	.00	14.38	59551	03/26/2026
		0397 -Mar 10	wal-mart-Kids Kitchen-rec	03/10/2026	27.14	.00	27.14	59551	03/26/2026
		0397 -Mar 10	wal-mart-Bad Art Night-rec	03/10/2026	121.14	.00	121.14	59551	03/26/2026
		0397 -Mar 10	wal-mart-MVDS-rec	03/10/2026	23.60	.00	23.60	59551	03/26/2026
		0397 -Mar 10	city-market-Kids Kitchen-re	03/10/2026	36.92	.00	36.92	59551	03/26/2026
		0397 -Mar 10	Amazon-Arts-rec	03/10/2026	19.19	.00	19.19	59551	03/26/2026
		0397 -Mar 10	Amazon-Spring Break-rec	03/10/2026	36.98	.00	36.98	59551	03/26/2026
		0397 -Mar 10	Amazon-Kids Kitchen-rec	03/10/2026	17.73	.00	17.73	59551	03/26/2026
		0397 -Mar 10	Amazon-Spring Break-rec	03/10/2026	111.31	.00	111.31	59551	03/26/2026
		0397 -Mar 10	wal-mart-Kitchen Supp-rec	03/10/2026	74.67	.00	74.67	59551	03/26/2026
		0397 -Mar 10	city-market-Kitchen Supp-r	03/10/2026	24.76	.00	24.76	59551	03/26/2026
		0397 -Mar 10	Amazon-Mixers-rec	03/10/2026	51.09	.00	51.09	59551	03/26/2026
		0397 -Mar 10	geckocustom-250 Banners	03/10/2026	200.75	.00	200.75	59551	03/26/2026
		0397 -Mar 10	hodges badge-Ribbons-rec	03/10/2026	120.78	.00	120.78	59551	03/26/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		0397 -Mar 10	bulkapparel.com-BMF Blan	03/10/2026	428.31	.00	428.31	59551	03/26/2026
		0413 -Mar 10	the software store-Adaptor-	03/10/2026	29.99	.00	29.99	59551	03/26/2026
		0488 -Mar 10	jeans printing-Postage- Int	03/10/2026	38.10	.00	38.10	59551	03/26/2026
		0488 -Mar 10	grease monkey-Oil Change	03/10/2026	108.78	.00	108.78	59551	03/26/2026
		0488 -Mar 10	city-market-Floor Cleaner-p	03/10/2026	5.49	.00	5.49	59551	03/26/2026
		0512 -Mar 10	Amazon-Kleenex-ps	03/10/2026	22.99	.00	22.99	59551	03/26/2026
		0512 -Mar 10	Amazon-Off Supp-ps	03/10/2026	68.57	.00	68.57	59551	03/26/2026
		0512 -Mar 10	lowes-Table/Trim Patrol R	03/10/2026	361.60	.00	361.60	59551	03/26/2026
		0512 -Mar 10	canva-Subscription-ps	03/10/2026	15.00	.00	15.00	59551	03/26/2026
		0512 -Mar 10	city-market-Food Bday -ps	03/10/2026	9.59	.00	9.59	59551	03/26/2026
		0512 -Mar 10	city-market- JB Bday-ps	03/10/2026	13.78	.00	13.78	59551	03/26/2026
		0512 -Mar 10	team dog virtual-K9 Food-p	03/10/2026	179.71	.00	179.71	59551	03/26/2026
		0512 -Mar 10	Amazon-Phone Case -ps	03/10/2026	19.99	.00	19.99	59551	03/26/2026
		0512 -Mar 10	Amazon-Tourniquet-ps	03/10/2026	20.00	.00	20.00	59551	03/26/2026
		0512 -Mar 10	complete (k9) -K9 Training-	03/10/2026	350.00	.00	350.00	59551	03/26/2026
		0512 -Mar 10	Amazon-White Board- Trai	03/10/2026	163.90	.00	163.90	59551	03/26/2026
		0512 -Mar 10	Amazon-Podium Training-p	03/10/2026	81.21	.00	81.21	59551	03/26/2026
		0512 -Mar 10	Amazon-Cleaning Supp-ps	03/10/2026	38.40	.00	38.40	59551	03/26/2026
		0538 -Mar 10	wal-mart-JW Anniversary-a	03/10/2026	28.51	.00	28.51	59551	03/26/2026
		0538 -Mar 10	wal-mart-MA Anniv Bkfast-	03/10/2026	175.40	.00	175.40	59551	03/26/2026
		0538 -Mar 10	city-market-MA Anniv Orchi	03/10/2026	32.79	.00	32.79	59551	03/26/2026
		0538 -Mar 10	Amazon-Air Director CC Of	03/10/2026	19.88	.00	19.88	59551	03/26/2026
		0538 -Mar 10	Amazon-Suit Return-admin	03/10/2026	39.99-	.00	39.99-	59551	03/26/2026
		0538 -Mar 10	cccma-CCCMA Conf-admi	03/10/2026	160.00	.00	160.00	59551	03/26/2026
		0579 -Mar 10	tractor supply-Equip Mntnc	03/10/2026	59.94	.00	59.94	59551	03/26/2026
		0973 -Mar 10	city-market-Batteries-admi	03/10/2026	7.99	.00	7.99	59551	03/26/2026
		0973 -Mar 10	iimc-CMCA Membership-a	03/10/2026	135.00	.00	135.00	59551	03/26/2026
		2979 -Mar 10	charleys philly steaks-Meal	03/10/2026	57.38	.00	57.38	59551	03/26/2026
		2979 -Mar 10	handlebar tap house-Meals	03/10/2026	26.06	.00	26.06	59551	03/26/2026
		2979 -Mar 10	five guys-Meals- Training-p	03/10/2026	71.02	.00	71.02	59551	03/26/2026
		2979 -Mar 10	taco bell-Meals- Training-p	03/10/2026	27.76	.00	27.76	59551	03/26/2026
		2979 -Mar 10	tx roadhouse-Meals- Traini	03/10/2026	33.23	.00	33.23	59551	03/26/2026
		2979 -Mar 10	trail life brewing-Meals- Tra	03/10/2026	20.58	.00	20.58	59551	03/26/2026
		2979 -Mar 10	hilton hotels-Hotel - Traini	03/10/2026	496.00	.00	496.00	59551	03/26/2026
		2987 -Mar 10	highdesertk9.com-K9 Org	03/10/2026	50.00	.00	50.00	59551	03/26/2026
		2987 -Mar 10	ray allen manufacturing-K9	03/10/2026	59.98	.00	59.98	59551	03/26/2026
		4637 -Mar 10	chipotle-Meals- Training-ps	03/10/2026	68.56	.00	68.56	59551	03/26/2026
		4637 -Mar 10	maverik-Meals- Training-ps	03/10/2026	51.04	.00	51.04	59551	03/26/2026
		4637 -Mar 10	starbucks-Meals-ps	03/10/2026	10.37	.00	10.37	59551	03/26/2026
		6129 -Mar 10	burning mtn pizza-Ann Lun	03/10/2026	83.10	.00	83.10	59551	03/26/2026
		6129 -Mar 10	mesa Co Health-Lab Tests-	03/10/2026	125.00	.00	125.00	59551	03/26/2026
		6723 -Mar 10	Amazon-Soccer Gear-rec	03/10/2026	114.19	.00	114.19	59551	03/26/2026
		6723 -Mar 10	Amazon-Cleaning Supp-re	03/10/2026	9.90	.00	9.90	59551	03/26/2026
		6723 -Mar 10	Amazon-Cleaning Supp-re	03/10/2026	18.92	.00	18.92	59551	03/26/2026
		6723 -Mar 10	puzzleyouin-Puzzle Comp-	03/10/2026	572.42	.00	572.42	59551	03/26/2026
		6723 -Mar 10	puzzleyouin-Puzzle Comp-	03/10/2026	44.60-	.00	44.60-	59551	03/26/2026
		7028 -Mar 10	café rio-Meals- Training-ps	03/10/2026	55.75	.00	55.75	59551	03/26/2026
		7028 -Mar 10	smokin oak wood fir-Meals-	03/10/2026	60.76	.00	60.76	59551	03/26/2026
		7581 -Mar 10	home depot-Refund Ladde	03/10/2026	515.05-	.00	515.05-	59551	03/26/2026
		7581 -Mar 10	home depot-Ladder-strts	03/10/2026	411.80	.00	411.80	59551	03/26/2026
		7581 -Mar 10	tractor supply-Part-strts	03/10/2026	4.99	.00	4.99	59551	03/26/2026
		7581 -Mar 10	lowes-2X8's Water Break-w	03/10/2026	117.28	.00	117.28	59551	03/26/2026
		7648 -Mar 10	psi exams-Training - KC-w	03/10/2026	104.00	.00	104.00	59551	03/26/2026
		7748 -Mar 10	big johns ace hdwe-O-Ring	03/10/2026	.99	.00	.99	59551	03/26/2026
		7748 -Mar 10	lowes-Swing Repair- BMP-	03/10/2026	327.82	.00	327.82	59551	03/26/2026
		7748 -Mar 10	tractor supply-Hose Clamp-	03/10/2026	5.99	.00	5.99	59551	03/26/2026
		7748 -Mar 10	Amazon-Swing Repair- BM	03/10/2026	170.71	.00	170.71	59551	03/26/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		7748 -Mar 10	Amazon-Vacuum - PWF-pr	03/10/2026	399.00	.00	399.00	59551	03/26/2026
		7748 -Mar 10	Amazon-Vacuum - PWF-pr	03/10/2026	399.00-	.00	399.00-	59551	03/26/2026
		7748 -Mar 10	Amazon-Robot- PWF -prks	03/10/2026	599.99	.00	599.99	59551	03/26/2026
		7812 -Mar 10	wal-mart-Replacement TV-	03/10/2026	442.94	.00	442.94	59551	03/26/2026
		8232 -Mar 10	tractor supply-Bit-prks	03/10/2026	5.99	.00	5.99	59551	03/26/2026
		8232 -Mar 10	conoco -Fuel-prks	03/10/2026	12.15	.00	12.15	59551	03/26/2026
		8232 -Mar 10	conoco -Fuel-prks	03/10/2026	13.71	.00	13.71	59551	03/26/2026
		8772 -Mar 10	swift comm-Job Ad-prks	03/10/2026	779.04	.00	779.04	59551	03/26/2026
		8772 -Mar 10	maverik-Fuel-prks	03/10/2026	105.31	.00	105.31	59551	03/26/2026
		8772 -Mar 10	warehouse 2565-Meals-strt	03/10/2026	86.80	.00	86.80	59551	03/26/2026
		8878 -Mar 10	city-market-Coffee w/cop-p	03/10/2026	25.00	.00	25.00	59551	03/26/2026
		8878 -Mar 10	NC coffee-Coffee w/cop-ps	03/10/2026	94.56	.00	94.56	59551	03/26/2026
		8878 -Mar 10	lowes-Table- Training rm-p	03/10/2026	69.98	.00	69.98	59551	03/26/2026
		9322 -Mar 10	Fedex-Shipping PFAS-wtr	03/10/2026	291.36	.00	291.36	59551	03/26/2026
		9322 -Mar 10	Amazon-USB Cables-wwtr	03/10/2026	37.65	.00	37.65	59551	03/26/2026
		9322 -Mar 10	Amazon-Printer Ink-wwtr	03/10/2026	548.56	.00	548.56	59551	03/26/2026
		9322 -Mar 10	Amazon-Gate Holdback-w	03/10/2026	34.94	.00	34.94	59551	03/26/2026
		9322 -Mar 10	wal-mart-Lab Supp-wwtr	03/10/2026	20.55	.00	20.55	59551	03/26/2026
		9322 -Mar 10	wal-mart-Lab Supp-wwtr	03/10/2026	28.28	.00	28.28	59551	03/26/2026
		Total 377:			12,004.13	.00	12,004.13		
475	American Fidelity Assuranc	D949994	03.2026 supp insurance pr	03/01/2026	1,765.78	.00	1,765.78	59553	03/26/2026
		Total 475:			1,765.78	.00	1,765.78		
476	American Fidelity Assuranc	2711703A	03.2026 flex spending	03/01/2026	649.96	.00	649.96	59508	03/12/2026
		2711704	04.2026 flex spending	03/26/2026	649.96	.00	649.96	59554	03/26/2026
		Total 476:			1,299.92	.00	1,299.92		
497	AlSCO, Inc	LGRA313218	mats, mops cleaned-rec	03/05/2026	98.26	.00	98.26	59507	03/12/2026
		LGRA313725	mats, mops cleaned-rec	03/19/2026	76.17	.00	76.17	59552	03/26/2026
		Total 497:			174.43	.00	174.43		
1350	Boot Barn, Inc	INV0057624	boots for Velasquez, Joe-st	03/05/2026	242.99	.00	242.99	59509	03/12/2026
		INV0057624	boots for Fugita, Dannie-st	03/05/2026	220.10	.00	220.10	59509	03/12/2026
		Total 1350:			463.09	.00	463.09		
1810	Canine Development Grou	S5HWTG78-	annual K9 handler subsc 0	03/20/2026	140.00	.00	140.00	59556	03/26/2026
		Total 1810:			140.00	.00	140.00		
1897	Caselle, Inc.	INV-17241	software support-b&p	03/03/2026	164.70	.00	164.70	59511	03/12/2026
		INV-17241	software support-admin	03/03/2026	164.70	.00	164.70	59511	03/12/2026
		INV-17241	software support-court	03/03/2026	98.82	.00	98.82	59511	03/12/2026
		INV-17241	software support-rec	03/03/2026	115.29	.00	115.29	59511	03/12/2026
		INV-17241	software support-pks	03/03/2026	115.29	.00	115.29	59511	03/12/2026
		INV-17241	software supooort-sts	03/03/2026	164.70	.00	164.70	59511	03/12/2026
		INV-17241	software support-water	03/03/2026	411.75	.00	411.75	59511	03/12/2026
		INV-17241	software support-w/water	03/03/2026	411.75	.00	411.75	59511	03/12/2026
		Total 1897:			1,647.00	.00	1,647.00		
1961	CEBT	INV 0081752	04.2026 health insurance p	03/03/2026	73,487.15	.00	73,487.15	59557	03/26/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 1961:					73,487.15	.00	73,487.15		
1965	Cedar Networks	364155	03.2026 internet service-T	03/01/2026	180.00	.00	180.00	59558	03/26/2026
		364156	03.2026 internet service-re	03/01/2026	180.00	.00	180.00	59558	03/26/2026
		364159	03.2026 internet service-ps	03/01/2026	90.00	.00	90.00	59558	03/26/2026
		364159	03.2026 internet service-T	03/01/2026	45.00	.00	45.00	59558	03/26/2026
		364159	03.2026 internet service-w/	03/01/2026	45.00	.00	45.00	59558	03/26/2026
		364218	03.2026 internet service-m	03/01/2026	90.00	.00	90.00	59558	03/26/2026
Total 1965:					630.00	.00	630.00		
1993	CenturyLink	333763231 0	02.2026 fax line-ps	02/19/2026	88.12	.00	88.12	59512	03/12/2026
		333763231 0	03.2026 fax line-ps	03/19/2026	87.48	.00	87.48	59559	03/26/2026
		334014956 0	02.2026 fax line-wtp	02/19/2026	183.74	.00	183.74	59512	03/12/2026
		334014956 0	03.2026 fax line-wtp	03/19/2026	183.74	.00	183.74	59559	03/26/2026
Total 1993:					543.08	.00	543.08		
2145	CIRSA	INV1004014	Q2 2026 prop/casualty pre	03/01/2026	1,555.77	.00	1,555.77	59560	03/26/2026
		INV1004014	Q2 2026 prop/casualty pre	03/01/2026	2,541.08	.00	2,541.08	59560	03/26/2026
		INV1004014	Q2 2026 prop/casualty pre	03/01/2026	8,504.86	.00	8,504.86	59560	03/26/2026
		INV1004014	Q2 2026 prop/casualty pre	03/01/2026	414.86	.00	414.86	59560	03/26/2026
		INV1004014	Q2 2026 prop/casualty pre	03/01/2026	2,022.50	.00	2,022.50	59560	03/26/2026
		INV1004014	Q2 2026 prop/casualty pre	03/01/2026	1,970.63	.00	1,970.63	59560	03/26/2026
		INV1004014	Q2 2026 prop/casualty pre	03/01/2026	2,748.53	.00	2,748.53	59560	03/26/2026
		INV1004014	Q2 2026 prop/casualty pre	03/01/2026	3,216.12	.00	3,216.12	59560	03/26/2026
		INV1004014	Q2 2026 prop/casualty pre	03/01/2026	16,802.28	.00	16,802.28	59560	03/26/2026
		INV1004014	Q2 2026 prop/casualty pre	03/01/2026	12,082.26	.00	12,082.26	59560	03/26/2026
Total 2145:					51,858.89	.00	51,858.89		
2330	Coal Ridge Cheer	CR CHEER	CR Youth Cheer Camp Win	02/09/2026	792.00	.00	.00	59409	Multiple
Total 2330:					792.00	.00	.00		
2414	Collins, John P.C.	PROSECUT	03.2026 prosecutor fee-mu	03/09/2026	600.00	.00	600.00	59513	03/12/2026
Total 2414:					600.00	.00	600.00		
2539	Colorado Energy Systems	12171	emergency generators dep	03/11/2026	70,951.66	.00	70,951.66	59548	03/26/2026
		12172	emergency generators dep	03/11/2026	69,888.08	.00	69,888.08	59548	03/26/2026
		12173	emergency generators dep	03/11/2026	55,577.57	.00	55,577.57	59548	03/26/2026
Total 2539:					196,417.31	.00	196,417.31		
2575	Colorado Police Protective	13842	pocket books-ps	02/18/2026	9.06	.00	9.06	59514	03/12/2026
Total 2575:					9.06	.00	9.06		
2653	Comcast	0203153 022	02.26-03.25.2026 internet-	02/26/2026	324.89	.00	324.89	59515	03/12/2026
Total 2653:					324.89	.00	324.89		
2663	Commercial Tire Service, I	80949	tires-rec	03/12/2026	600.00	.00	600.00	59561	03/26/2026
		80949	tires-24 Chevy-pks	03/12/2026	536.72	.00	536.72	59561	03/26/2026
		80949	tires-pks	03/12/2026	578.00	.00	578.00	59561	03/26/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2663:					1,714.72	.00	1,714.72		
2673	Community Counts of Co.,	7169	2026 membership dues-ad	01/31/2026	100.00	.00	100.00	59516	03/12/2026
Total 2673:					100.00	.00	100.00		
2729	Conoco Fleet	110968684	fuel-b&p	02/28/2026	48.91	.00	48.91	3122026	03/12/2026
		110968684	fuel-admin	02/28/2026	112.99	.00	112.99	3122026	03/12/2026
		110968684	fuel-ps	02/28/2026	2,484.23	.00	2,484.23	3122026	03/12/2026
		110968684	fuel-rec	02/28/2026	39.99	.00	39.99	3122026	03/12/2026
		110968684	fuel-pks	02/28/2026	493.43	.00	493.43	3122026	03/12/2026
		110968684	fuel-sts	02/28/2026	599.74	.00	599.74	3122026	03/12/2026
		110968684	fuel-wtr	02/28/2026	472.71	.00	472.71	3122026	03/12/2026
		110968684	fuel-w/wtr	02/28/2026	316.56	.00	316.56	3122026	03/12/2026
Total 2729:					4,568.56	.00	4,568.56		
2816	Core & Main, Inc.	INV0027587	marking supplies-wtr	03/11/2026	750.70	.00	750.70	59562	03/26/2026
		Y586671	sensus tech support-wtr	02/25/2026	3,850.00	.00	3,850.00	59517	03/12/2026
		Y682191	meter pit risers-wtr	03/20/2026	941.72	.00	941.72	59562	03/26/2026
Total 2816:					5,542.42	.00	5,542.42		
2893	CPS Distributors, Inc	0025510679-	flexible PVC pipe-wtr	03/11/2026	465.34	.00	465.34	59563	03/26/2026
		0025710010-	S. Rippy park supplies-ad	03/23/2026	164.53	.00	164.53	59563	03/26/2026
Total 2893:					629.87	.00	629.87		
3305	Dept of the Interior / BLM	2026021787	BLM permit feel-wtp	03/17/2026	496.67	.00	496.67	59564	03/26/2026
Total 3305:					496.67	.00	496.67		
3529	PVS DX, Inc	RE7001182-2	chlorine-water	02/28/2026	160.00	.00	160.00	59537	03/12/2026
Total 3529:					160.00	.00	160.00		
3820	Enviro-Chem Analytical, In	14171366	lab tests-Acry,TPH,Areseni	03/09/2026	1,509.00	.00	1,509.00	59518	03/12/2026
Total 3820:					1,509.00	.00	1,509.00		
4005	FBI-LEEDA	200134604	FBI training-Reynolds, J-ps	01/31/2026	795.00	.00	795.00	59519	03/12/2026
Total 4005:					795.00	.00	795.00		
4220	Fox, Dianna	0000183	uniform patches-ps	02/16/2026	35.00	.00	35.00	59520	03/12/2026
		0000186	uniform patches-ps	02/26/2026	52.00	.00	52.00	59520	03/12/2026
		0000190	uniform patches-ps	03/13/2026	10.00	.00	10.00	59565	03/26/2026
Total 4220:					97.00	.00	97.00		
4253	Freedom Mailing Service, l	52469	02.2026 util bills-water	03/06/2026	353.96	.00	353.96	59566	03/26/2026
		52469	02.2026 util bills-trash	03/06/2026	100.00	.00	100.00	59566	03/26/2026
		52469	02.2026 util bills-w/water	03/06/2026	353.97	.00	353.97	59566	03/26/2026
Total 4253:					807.93	.00	807.93		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
4323	Gallegos, Maria D	03092026	cleaning PD 01.31, 02.14,0	03/09/2026	210.00	.00	210.00	59521	03/12/2026
		03092026	cleaning TH 01.24,01.31,0	03/09/2026	490.00	.00	490.00	59521	03/12/2026
Total 4323:					700.00	.00	700.00		
4377	Garcia, Samuel & Leticia	MARCH 202	03.2026 parking lot rent	03/01/2026	500.00	.00	500.00	59522	03/12/2026
Total 4377:					500.00	.00	500.00		
4405	Garfield & Hecht, P.C.	288656	01.2026-legal fees-general	01/31/2026	206.50	.00	206.50	59523	03/12/2026
		288657	01.2026-legal fees-general	01/31/2026	59.00	.00	59.00	59523	03/12/2026
		288658	01.2026-legal fees-general	01/31/2026	29.50	.00	29.50	59523	03/12/2026
		288660	01.2026-legal fees-Xcel C	01/31/2026	255.50	.00	255.50	59523	03/12/2026
		288662	01.2026-legal fees-TC Mid	01/31/2026	219.00	.00	219.00	59523	03/12/2026
Total 4405:					769.50	.00	769.50		
4493	Garfield Steel & Mach. Inc	00119372	pump house supplies-pks	03/04/2026	246.56	.00	246.56	59567	03/26/2026
Total 4493:					246.56	.00	246.56		
4673	Glenwood Springs Auto Pa	990377	batteries-sts	02/26/2026	492.72	.00	492.72	59568	03/26/2026
Total 4673:					492.72	.00	492.72		
5229	Redneck Excavating, LLC	16715	S. Rippy park road base-ad	03/03/2026	275.00	.00	275.00	59579	03/26/2026
Total 5229:					275.00	.00	275.00		
5633	Impressions of Aspen Inc.	47089	paper-admin	01/06/2026	49.99	.00	49.99	59524	03/12/2026
		47089	paper-wtr	01/06/2026	49.99	.00	49.99	59524	03/12/2026
		47089	paper-wwtr	01/06/2026	49.99	.00	49.99	59524	03/12/2026
		47476	toner-ps	02/27/2026	255.90	.00	255.90	59524	03/12/2026
		47483	office supplies-b&P	03/02/2026	30.01	.00	30.01	59524	03/12/2026
		47483	office supplies-admin	03/02/2026	123.63	.00	123.63	59524	03/12/2026
		47493	paper-admin	03/03/2026	49.99	.00	49.99	59524	03/12/2026
		47493	paper-wtr	03/03/2026	49.99	.00	49.99	59524	03/12/2026
		47493	paper-wwtr	03/03/2026	49.99	.00	49.99	59524	03/12/2026
		7367CM	storage boxes-admin	03/03/2026	163.34-	.00	163.34-	59524	03/12/2026
Total 5633:					546.14	.00	546.14		
5673	Inland Potable Services, In	C101-111725	water tank cleaning/inspect	03/01/2026	9,450.00	.00	9,450.00	59569	03/26/2026
Total 5673:					9,450.00	.00	9,450.00		
6037	Karp, Neu, Hanlon, P.C.	57592	R2 grading permit-dev reim	03/02/2026	1,067.50	.00	1,067.50	59526	03/12/2026
Total 6037:					1,067.50	.00	1,067.50		
6109	Kimball Midwest	104276972	nuts & bolts-sts	03/16/2026	117.50	.00	117.50	59571	03/26/2026
Total 6109:					117.50	.00	117.50		
6500	LeMoine & Graves, P.C.	8487	02.2026 judicial services-m	02/01/2026	1,000.00	.00	1,000.00	59527	03/12/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 6500:					1,000.00	.00	1,000.00		
6693	Lowe's Business Acct/SYN	033027 6 03/	fees-admin	03/17/2026	2.00	.00	2.00	59572	03/26/2026
		033027 6 03/	floor wax-rec	03/17/2026	78.33	.00	78.33	59572	03/26/2026
		033027 6 03/	lawnmovers-pks	03/17/2026	1,081.10	.00	1,081.10	59572	03/26/2026
		033027 6 03/	tools-wtr	03/17/2026	207.81	.00	207.81	59572	03/26/2026
		033027 6 03/	tools-wtr	03/17/2026	161.49	.00	161.49	59572	03/26/2026
		033027 6 03/	parts-wwtr	03/17/2026	55.80	.00	55.80	59572	03/26/2026
Total 6693:					1,586.53	.00	1,586.53		
6949	Master Automotive	I042058	2018 Chevy Tahoe-repairs-	03/04/2026	643.49	.00	643.49	59528	03/12/2026
		I042118	2023 Chevy repairs-ps	03/19/2026	1,436.63	.00	1,436.63	59573	03/26/2026
Total 6949:					2,080.12	.00	2,080.12		
7345	Micro Plastics	155691	CEC vinyl stickers-cec	02/27/2026	713.00	.00	713.00	59530	03/12/2026
Total 7345:					713.00	.00	713.00		
7470	Modern Marketing	547	events merch-ps	03/06/2026	2,367.00	.00	2,367.00	59531	03/12/2026
		MMI167939	events merch-ps	03/20/2026	842.50	.00	842.50	59574	03/26/2026
Total 7470:					3,209.50	.00	3,209.50		
7637	Mountain Waste & Recyclin	5984913	02.2026 residential trash s	02/28/2026	54,167.28	.00	54,167.28	59532	03/12/2026
		5986518V32	trash-TH	03/01/2026	42.82	.00	42.82	59532	03/12/2026
		5986518V32	trash-rec	03/01/2026	178.80	.00	178.80	59532	03/12/2026
		5986518V32	trash-pwf	03/01/2026	372.19	.00	372.19	59532	03/12/2026
		5986518V32	porta jons-wwtr	03/01/2026	1,254.75	.00	1,254.75	59532	03/12/2026
		5986518V32	trash-wwtr	03/01/2026	145.04	.00	145.04	59532	03/12/2026
		5992157V32	porta jons-cap projects	03/01/2026	240.00	.00	240.00	59532	03/12/2026
		5994701V32	03.2026 recycle-museum	03/01/2026	47.00	.00	47.00	59532	03/12/2026
Total 7637:					56,447.88	.00	56,447.88		
7749	Murr Welding & Design Inc.	19520	welding gas-sts	03/12/2026	193.76	.00	193.76	59575	03/26/2026
Total 7749:					193.76	.00	193.76		
8025	Newman Signs, Inc	TRFINV0654	street signs-sts	01/29/2026	1,145.00	.00	.00	59482	Multiple
		TRFINV0654	street signs-sts	01/29/2026	1,145.00-				
		TRFINV0661	street signs-sts	03/13/2026	666.00	.00	666.00	59576	03/26/2026
Total 8025:					666.00	.00	666.00		
8357	Paper Wise	000151-R-00	doc shredding-admin	03/01/2026	90.00	.00	90.00	59533	03/12/2026
Total 8357:					90.00	.00	90.00		
8440	PEAC Solutions	41723463	copier lease-b&p	03/10/2026	101.53	.00	101.53	59577	03/26/2026
		41723463	copier lease-admin	03/10/2026	101.53	.00	101.53	59577	03/26/2026
		41723463	copier lease-rec	03/10/2026	101.53	.00	101.53	59577	03/26/2026
		41723463	copier lease-wtr	03/10/2026	101.54	.00	101.54	59577	03/26/2026
		41723463	copier lease-wwtr	03/10/2026	101.54	.00	101.54	59577	03/26/2026
		41723464	copier lease-ps	03/10/2026	202.61	.00	202.61	59577	03/26/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 8440:					710.28	.00	710.28		
8533	Petty Cash	WEDSITE P	website photo contest 2026	03/11/2026	100.00	.00	100.00	59534	03/12/2026
Total 8533:					100.00	.00	100.00		
8609	Pinnacol Assurance	INV-2329867	workers comp ins-bldg/plan	03/09/2026	217.08	.00	217.08	59535	03/12/2026
		INV-2329867	workers comp ins-admin	03/09/2026	573.96	.00	573.96	59535	03/12/2026
		INV-2329867	workers comp ins-ps	03/09/2026	2,122.07	.00	2,122.07	59535	03/12/2026
		INV-2329867	workers comp ins-court	03/09/2026	19.52	.00	19.52	59535	03/12/2026
		INV-2329867	workers comp ins-town mai	03/09/2026	65.28	.00	65.28	59535	03/12/2026
		INV-2329867	workers comp ins-rec	03/09/2026	345.25	.00	345.25	59535	03/12/2026
		INV-2329867	workers comp ins-pks	03/09/2026	426.58	.00	426.58	59535	03/12/2026
		INV-2329867	workers comp ins-sts	03/09/2026	521.53	.00	521.53	59535	03/12/2026
		INV-2329867	workers comp ins-water	03/09/2026	723.12	.00	723.12	59535	03/12/2026
		INV-2329867	workers comp ins-w/water	03/09/2026	712.78	.00	712.78	59535	03/12/2026
Total 8609:					5,727.17	.00	5,727.17		
8641	Pitney Bowes - Purchase P	04052026	postage-b&p	03/08/2026	25.90	.00	25.90	4052026	03/12/2026
		04052026	postage-admin	03/08/2026	40.80	.00	40.80	4052026	03/12/2026
		04052026	postage-muni court	03/08/2026	12.50	.00	12.50	4052026	03/12/2026
		04052026	postage-rec	03/08/2026	30.20	.00	30.20	4052026	03/12/2026
		04052026	postage-sts	03/08/2026	30.20	.00	30.20	4052026	03/12/2026
		04052026	postage-wtr	03/08/2026	30.20	.00	30.20	4052026	03/12/2026
		04052026	postage-w/wtr	03/08/2026	30.20	.00	30.20	4052026	03/12/2026
Total 8641:					200.00	.00	200.00		
8646	SunCentral LLC	0D62F18F	01.2026 solar-admin	01/31/2026	34.37	.00	34.37	59540	03/12/2026
		0D62F18F	01.2026 solar-rec	01/31/2026	112.31	.00	112.31	59540	03/12/2026
		0D62F18F	01.2026 solar-pks	01/31/2026	32.12	.00	32.12	59540	03/12/2026
		0D62F18F	01.2026 solar-sts	01/31/2026	49.98	.00	49.98	59540	03/12/2026
		0D62F18F	01.2026 solar-sts lights	01/31/2026	129.86	.00	129.86	59540	03/12/2026
		0D62F18F	01.2026 solar-town hall	01/31/2026	34.37	.00	34.37	59540	03/12/2026
		0D62F18F	01.2026 solar-wtr	01/31/2026	1,746.40	.00	1,746.40	59540	03/12/2026
		0D62F18F	01.2026 solar-raw water	01/31/2026	415.48	.00	415.48	59540	03/12/2026
		0D62F18F	01.2026 solar-town hall	01/31/2026	34.37	.00	34.37	59540	03/12/2026
		0D62F18F	01.2026 solar-wwtr	01/31/2026	5,483.05	.00	5,483.05	59540	03/12/2026
		0D62F18F	01.2026 solar-south utilities	01/31/2026	33.01	.00	33.01	59540	03/12/2026
Total 8646:					8,105.32	.00	8,105.32		
8849	ProForce Law Enforcement	595848	ammo-ps	02/24/2026	282.00	.00	282.00	59536	03/12/2026
		595910	ammo-ps	12/31/2025	2,388.73	.00	2,388.73	59536	03/12/2026
Total 8849:					2,670.73	.00	2,670.73		
9397	River Center of New Castle	2026 CONTR	2026 contribution-H&W	03/01/2026	9,000.00	.00	9,000.00	59580	03/26/2026
		2026 CONTR	2026 contribution-wtr	03/01/2026	4,500.00	.00	4,500.00	59580	03/26/2026
		2026 CONTR	2026 contribution-wwtr	03/01/2026	4,500.00	.00	4,500.00	59580	03/26/2026
Total 9397:					18,000.00	.00	18,000.00		
9477	Roaring Fork Rentals, Inc.	316242	chipper rental-pks	03/03/2026	375.00	.00	375.00	59581	03/26/2026
		316242	chipper rental-sts	03/03/2026	375.00	.00	375.00	59581	03/26/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		316694	s.Rippy park trencher-admi	03/23/2026	335.00	.00	335.00	59581	03/26/2026
Total 9477:					1,085.00	.00	1,085.00		
9945	Schmueser, Gordon, Meyer	93128A-389	02.2026 eng fees-Walters	02/26/2026	657.00	.00	657.00	59538	03/12/2026
		93128A-389	02.2026 eng fees-R2 revie	02/26/2026	876.00	.00	876.00	59538	03/12/2026
		93128A-389	02.2026 eng fees-Coal Sea	02/26/2026	876.00	.00	876.00	59538	03/12/2026
		93128A-389	02.2026 eng fees-TC Midw	02/26/2026	2,080.50	.00	2,080.50	59538	03/12/2026
		93128A-389	02.2026 eng fees-Xcel-dev	02/26/2026	219.00	.00	219.00	59538	03/12/2026
		93128A-389	02.2026 eng fees-SS Interc	02/26/2026	6,606.50	.00	6,606.50	59538	03/12/2026
Total 9945:					11,315.00	.00	11,315.00		
10105	Sherwin-Williams Co.	6488-9	Paint-sts	01/29/2026	64.81	.00	64.81	59539	03/12/2026
		6489-7	Paint drop cloth-sts	01/29/2026	11.64	.00	11.64	59539	03/12/2026
Total 10105:					76.45	.00	76.45		
10879	Texas Life Insurance Comp	SM0F2R202	03.2026 premium - supp lif	03/16/2026	59.20	.00	59.20	59582	03/26/2026
Total 10879:					59.20	.00	59.20		
10981	Timber Line Elect. & Contr	22942	software renewal-wwtr	03/23/2026	3,295.00	.00	3,295.00	59583	03/26/2026
		22943	software renewal-wtr	03/23/2026	3,059.00	.00	3,059.00	59583	03/26/2026
		30952	comm programming-wwtr	02/26/2026	715.00	.00	715.00	59541	03/12/2026
Total 10981:					7,069.00	.00	7,069.00		
11135	Trevizo, Mirelia	CLEANING 0	cleaning 03.01.2026-rec	03/01/2026	75.00	.00	75.00	59542	03/12/2026
		CLEANING 0	cleaning 03.15.2026-rec	03/25/2026	75.00	.00	75.00	59584	03/26/2026
Total 11135:					150.00	.00	150.00		
11193	Two Rivers Productions	18	2025 Tree Lighting-spec ev	02/20/2026	700.00	.00	700.00	59585	03/26/2026
Total 11193:					700.00	.00	700.00		
11285	Upper Case Printing, Ink	4089	bill forms & envelopes-wtr	02/28/2026	791.54	.00	791.54	59543	03/12/2026
		4089	bill forms & envelopes-wwtr	02/28/2026	791.55	.00	791.55	59543	03/12/2026
Total 11285:					1,583.09	.00	1,583.09		
11345	Utility Notification Center-C	226021179	02.2026 locates-wtr	02/28/2026	74.57	.00	74.57	59544	03/12/2026
		226021179	02.2026 locates-w/wtr	02/28/2026	74.57	.00	74.57	59544	03/12/2026
Total 11345:					149.14	.00	149.14		
11493	Verizon Wireless	6137634487	03.2026 cell phones-b&p	03/03/2026	75.92	.00	75.92	59586	03/26/2026
		6137634487	03.2026 cell phones-admin	03/03/2026	37.96	.00	37.96	59586	03/26/2026
		6137634487	03.2026 cell phones-ps	03/03/2026	751.66	.00	751.66	59586	03/26/2026
		6137634487	03.2026 cell phones-rec	03/03/2026	77.97	.00	77.97	59586	03/26/2026
		6137634487	03.2026 cell phones-pks	03/03/2026	131.61	.00	131.61	59586	03/26/2026
		6137634487	03.2026 cell phones-sts	03/03/2026	191.85	.00	191.85	59586	03/26/2026
		6137634487	03.2026 cell phones-water	03/03/2026	133.34	.00	133.34	59586	03/26/2026
		6137634487	03.2026 cell phones-w/wat	03/03/2026	133.32	.00	133.32	59586	03/26/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 11493:					1,533.63	.00	1,533.63		
11557	Vulcan Industries, Inc	26101-19577	bar screen brush-wwtp	03/12/2026	1,103.53	.00	1,103.53	59587	03/26/2026
Total 11557:					1,103.53	.00	1,103.53		
11657	Ware & Hinds Ditch Assn.	1404	W/H ditch fees-wtr	02/28/2026	188.76	.00	188.76	59545	03/12/2026
Total 11657:					188.76	.00	188.76		
11701	Wash-By U, Inc.	JANUARY 20	01.2026 car washes-ps	01/31/2026	78.64	.00	78.64	59546	03/12/2026
Total 11701:					78.64	.00	78.64		
11817	West Canyon Nurseries, In	101-Q1238	hanging flower baskets-pks	03/16/2026	2,709.00	.00	2,709.00	59588	03/26/2026
Total 11817:					2,709.00	.00	2,709.00		
11935	Western States Fire Protec	190220	alarm monitoring 04.01-06.	03/04/2026	120.00	.00	120.00	59547	03/12/2026
Total 11935:					120.00	.00	120.00		
12185	Xcel Energy (Main)	53-1025287-	01.2026 utilities-admin	02/26/2026	135.80	.00	135.80	10000005	03/12/2026
		53-1025287-	01.2026 utilities-rec	02/26/2026	691.02	.00	691.02	10000005	03/12/2026
		53-1025287-	01.2026 utilities-pks	02/26/2026	264.74	.00	264.74	10000005	03/12/2026
		53-1025287-	01.2026 utilities-sts	02/26/2026	373.96	.00	373.96	10000005	03/12/2026
		53-1025287-	01.2026 utilities-sts lights	02/26/2026	5,888.10	.00	5,888.10	10000005	03/12/2026
		53-1025287-	01.2026 utilities-TH	02/26/2026	135.80	.00	135.80	10000005	03/12/2026
		53-1025287-	01.2026 utilities-wtr	02/26/2026	3,220.56	.00	3,220.56	10000005	03/12/2026
		53-1025287-	01.2026 utilities-raw water	02/26/2026	109.00	.00	109.00	10000005	03/12/2026
		53-1025287-	01.2026 utilities-TH	02/26/2026	135.79	.00	135.79	10000005	03/12/2026
		53-1025287-	01.2026 utilities-wwtr	02/26/2026	2,261.88	.00	2,261.88	10000005	03/12/2026
		53-1025287-	01.2026 utilities-south utiliti	02/26/2026	246.25	.00	246.25	10000005	03/12/2026
		53-1025287-	02.2026 utilities-pks	03/05/2026	464.00	.00	464.00	10000005	03/12/2026
		53-1025287-	02.2026 utilities-sts	03/05/2026	464.00	.00	464.00	10000005	03/12/2026
		53-1025287-	02.2026 utilities-wtr	03/05/2026	464.00	.00	464.00	10000005	03/12/2026
		53-1025287-	02.2026 utilities-raw water	03/05/2026	411.34	.00	411.34	10000005	03/12/2026
		53-1025287-	02.2026 utilities-wwtr	03/05/2026	464.00	.00	464.00	10000005	03/12/2026
Total 12185:					15,730.24	.00	15,730.24		
12186	Xcel Energy (Evidence Bay	970350268	03.2026 utilities-Evidence	03/23/2026	81.02	.00	81.02	10000005	03/26/2026
Total 12186:					81.02	.00	81.02		
12187	Xcel Energy (EV)	970174592	03.2026 utilities-EV chargin	03/20/2026	269.28	.00	269.28	10000005	03/26/2026
Total 12187:					269.28	.00	269.28		
12188	Xcel Energy (Museum)	970014141	03.2026 utilities-museum	03/20/2026	110.61	.00	110.61	10000005	03/26/2026
Total 12188:					110.61	.00	110.61		
12190	Xcel Energy (Roundabout	969959259	03.2026 utilities - Black Lig	03/19/2026	103.48	.00	103.48	10000005	03/26/2026

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 12190:					103.48	.00	103.48		
12193	Xpress Bill Pay	INV-XPR033	02.2026 cc fees-wtr	02/28/2026	570.85	.00	570.85	3052026	03/12/2026
		INV-XPR033	02.2026 cc fees-w/wtr	02/28/2026	570.84	.00	570.84	3052026	03/12/2026
Total 12193:					1,141.69	.00	1,141.69		
12213	Broadvoice	1261161	03.2026 phone svc-admin	03/12/2026	409.94	.00	409.94	59510	03/12/2026
		1261161	03.2026 phone svc-ps	03/12/2026	163.57	.00	163.57	59510	03/12/2026
		1261161	03.2026 phone svc-rec	03/12/2026	100.67	.00	100.67	59510	03/12/2026
		1261161	03.2026 phone svc-pks	03/12/2026	75.50	.00	75.50	59510	03/12/2026
		1261161	03.2026 phone svc-sts	03/12/2026	75.50	.00	75.50	59510	03/12/2026
		1261161	03.2026 phone svc-wtr	03/12/2026	309.23	.00	309.23	59510	03/12/2026
		1261161	03.2026 phone svc-wwtr	03/12/2026	309.23	.00	309.23	59510	03/12/2026
Total 12213:					1,443.64	.00	1,443.64		
12233	Your Parts Haus	716073	parts for truck-pks	03/12/2026	74.00	.00	74.00	59589	03/26/2026
		815918	battery for forklift-pks	03/11/2026	203.99	.00	203.99	59589	03/26/2026
Total 12233:					277.99	.00	277.99		
12374	IronEdge Group	IEG-64629	IT support svcs-b&p	03/01/2026	284.80	.00	284.80	59525	03/12/2026
		IEG-64629	IT support svcs-admin	03/01/2026	339.20	.00	339.20	59525	03/12/2026
		IEG-64629	IT support svcs-ps	03/01/2026	307.20	.00	307.20	59525	03/12/2026
		IEG-64629	IT support svcs-rec	03/01/2026	323.20	.00	323.20	59525	03/12/2026
		IEG-64629	IT support svcs-pks	03/01/2026	284.80	.00	284.80	59525	03/12/2026
		IEG-64629	IT support svcs-sts	03/01/2026	345.60	.00	345.60	59525	03/12/2026
		IEG-64629	IT support svcs-wtr	03/01/2026	659.20	.00	659.20	59525	03/12/2026
		IEG-64629	IT support svcs-w/wtr	03/01/2026	656.00	.00	656.00	59525	03/12/2026
		IEGQ10603	absolute secure access-ps	03/17/2026	1,056.00	.00	1,056.00	59570	03/26/2026
Total 12374:					4,256.00	.00	4,256.00		
13169	McAlpine, William	RESTITUTIO	restitution NC3475	03/04/2026	224.00	.00	224.00	59529	03/12/2026
Total 13169:					224.00	.00	224.00		
13304	Alliance Technical Group, L	AKR364350	lab tests PFAS-wtr	03/09/2026	650.00	.00	650.00	59550	03/26/2026
Total 13304:					650.00	.00	650.00		
13309	Adams County Sheriff's Offi	598391	driving training for Brooks,	03/12/2026	550.00	.00	550.00	59549	03/26/2026
Total 13309:					550.00	.00	550.00		
13314	Armcor Cartridge Inc	19813	ammo-ps	03/23/2026	7,113.00	.00	7,113.00	59555	03/26/2026
Total 13314:					7,113.00	.00	7,113.00		
13319	QP Services	758-01	leak detection 5th-wtr	03/23/2026	3,135.00	.00	3,135.00	59578	03/26/2026
Total 13319:					3,135.00	.00	3,135.00		
Grand Totals:					537,366.37	.00	536,574.37		

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
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Report Criteria:  
Detail report type printed

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