

Posted: _____

Remove:



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

Administration Department
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

Agenda

New Castle Town Council Regular Meeting Tuesday, April 19, 2022, 7:00 PM

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

Virtual Meetings are subject to internet and technical capabilities.

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

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

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

Call to Order

Pledge of Allegiance

Roll Call

Meeting Notice

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. Thank You - Councilor Scott Owens for Six Years of Service to the Residents of the Town of New Castle (7:05 p.m.)**
- B. Oaths of Office - Mayor Art Riddile, Councilor Caitlin Carey, Councilor Brandy Copeland and Councilor Bruce Leland (7:15 p.m.)**
- C. Roll Call**
- D. Conflicts of Interest**

- E. Consider a Letter of Interest from Myrna Candriea for Reappointment to Seat on Climate and Environment Commission (7:20 p.m.)**
- F. Consider a Letter of Interest from Jeanne M Brown for Reappointment to Seat on Climate and Environment Commission (7:25 p.m.)**
- G. Consider a Letter of Interest from Tom Elder for Reappointment to Seat on Climate and Environment Commission (7:30 p.m.)**
- H. Consider a Letter of Interest from Julie Martinez for Reappointment to Seat on Planning & Zoning Commission (7:35 p.m.)**
- I. Consider a Letter of Interest from Mark McDonald for Reappointment to Seat on Planning & Zoning Commission (7:40 p.m.)**
- J. Consider a Letter of interest from Chuck Apostolik for Reappointment to Seat on Planning & Zoning Commission (7:45 p.m.)**
- K. Consider a Letter of Interest from Bronwyn Rittner for Reappointment to Alternate Seat on Planning & Zoning Commission (7:50 p.m.)**
- L. Consider a Letter of Interest from Richard Parks to Alternate Seat on Planning & Zoning Commission (7:55 p.m.)**
- M. Consider a Letter of Interest from Amanda Maurer, Esq., for Reappointment as Municipal Judge (8:00 p.m.)**
- N. Discussion: Updates to New Castle Municipal Code Section 2.08.070 Regarding Imposition of Court Costs (8:10 p.m.)**
- O. Consider Solar Panel Buyout (8:25p.m.)**
- P. Consider Ordinance TC 2022-4 - an Ordinance of the New Castle Town Council Amending Sections 16.04.060 & 17.104.020 of the New castle Municipal Code (2nd reading) (8:40 p.m.)**
- Q. Consider Approval of a Trail License Agreement with Garfield RE-2 School District (8:45 p.m.)**
- R. Consider Setting Terms for Council Members on Planning & Zoning Commission, Historic Preservation Commission, Economic Advisory Committee, Climate Action Advisory Commission, Public Works, Public Safety, Personnel and Finance Committees. Also Seats on RFTA, GCE, AGNC, Senior Programs and EAB (8:55 p.m.)**
- S. Consider Nominations for Mayor Pro Tem (9:10 p.m.)**

Consent Agenda (9:15 p.m.)

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

[March](#) 15, 2022 minutes

Staff Reports (9:20 p.m.)

Town Administrator
Town Clerk
Town Treasurer
Town Planner
Public Works Director

Commission Reports (9:30 p.m.)

Planning & Zoning Commission
Historic Preservation Commission
Climate and Environment Commission
Senior Program
RFTA
AGNC
GCE
EAB

Council Comments (9:40 p.m.)

Adjourn (10:00 p.m.)

Hi Melody,

Please consider this my letter of interest to continue serving on the Board for CEC.

Myrna

Jeanne M. Brown
853 Mountain View Drive
New Castle, CO 81647-9427
970-984-3300

Town off New Castle
PO Box 90
New Castle, CO 81647

March 14, 2022

ATTN: Melody Harrison
RE: Climate and Environment Committee

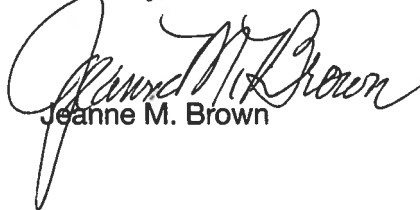
Dear Melody:

My term on the Climate and Environment Committee expires in April of 2022. This letter is to request consideration to be reappointed to the Committee.

I have been on the Climate and Environment Committee for many years and finally we are making some positive headway with accomplishments. There are also many things planned for the future that I would like to help complete. This is a very good mix of people working for the betterment of The Town of New Castle and I would like to continue with the projects that are in progress and just beginning. It would be terrible to leave good projects that I helped start left to others or unfinished. I think we have some excellent possibilities with solar, composting, bee gardens, native plants, water conservation, electric vehicles, wild fire awareness, and many other items that are a positive step for The Town.

Please consider reappointing me to the Climate and Environment Committee.

Sincerely,



Jeanne M. Brown

Hello Melody,

I am expressing my interest in continuing my commissioner status on the New Castle CEC.

Thank you,

Tom Elder

[Julie Martinez](#)

139 Current Dr.
New Castle, CO 81647

March 12, 2022

Mindy Andis
Deputy Town Clerk
Town of New Castle
PO Box 90
New Castle, CO 81647

Dear Ms. Andis,

I am writing to express my interest in serving as a regular commissioner on the Planning and Zoning Commission when my current term ends in April of 2022. Since I have been serving on the commission for the past several months, I believe my new knowledge of Planning and Zoning needs will benefit the commission for the upcoming term.

Sincerely,

[Julie Martinez](#)

Julie Martinez
970-948-0434
martinez.jbb@yahoo.com

Thanks for the reminder of my term expiring on April 13, 2022. I have enjoyed my time as a Commissioner and would like to return for a subsequent term.

--

Mark McDonald

Charles Apostolik

537 Wagon Wheel Circle
New Castle, CO 81647
970-618-9924
chuck.apostolik@gmail.com

March 11, 2022

Town Council, Town of New Castle Colorado

As a current member of the Town of New Castle Planning and Zoning commission who's term is about to expire, I would like to ask the Town Council for consideration of another appointed term to serve on the commission.

It has been my pleasure to be a representative serving the town I live in and would like to continue being a part of the ongoing development and future planning program.

Please inform me of your decision when it is made.

Sincerely,

Charles Apostolik

Charles Apostolik



YOUR NAME

720 West Main St. New Castle | 307-690-6527 | bronwynbhbr@gmail.com

03/24/2022

Recipient
Deputy Town Clerk, Town of New Castle
450 West Main Street
New Castle, CO

Dear Mindy and Town Council Members,

I would like to submit my interest towards filling either a commissioner position with Planning and Zoning, should a position be vacated, or retaining my current alternate commissioner position.

I cannot offer any background in government other than what I have learned in the last 5 months. This came in large part to the patience and support of our amazing town staff. It has been a steep and humbling learning curve, but it supports the fact that what I submitted to you 5 months ago still holds true. So I will essentially re-submit that to you again.

What I can offer is my 25 years of work in Retail Small Business development and management. I love working with people, to help them get past adversity by fostering their strengths and understanding what they need to do to succeed. Throughout my career my goal has always been to support healthy, strong and respectful working relationships. This balance needs to be fostered, not just within the business but with its connection to the greater community, in order for it to not just grow but thrive. As I stated above learning the commissioner role has been an amazing and often humbling lesson. One which I enjoy. I will always continue to remain open and flexible in learning new things, as this is an integral part of working with others. The Planning and Zoning commission definitely plays a integral role in the development of our community. As it is a joy to live in New Castle's downtown area and to connect with my neighbors on a daily basis, it would be an even greater joy to continue to support them in any way I can.

I look forward to talking with you soon and thank you so much for your time.

Sincerely,

Bronwyn Rittner

Mindy Andis,
Deputy Town Clerk
Town of New Castle, Colorado

Hello Mindy,

I am submitting my letter of interest to continue serving as an Alternate Commissioner for the Town of New Castle Planning and Zoning Commission.

Thank you,

Sincerely,
Richard Parks
361 Fass Ranch Road
720-530-6999
richp445.rp@gmail.com

OLSZEWSKI, MASSIH & MAURER, P.C.
ATTORNEYS AT LAW

EDWARD B. OLSZEWSKI
MELODY D. MASSIH
AMANDA N. MAURER

1204 GRAND AVENUE

P.O. BOX 916
GLENWOOD SPRINGS, CO 81602

TELEPHONE: (970) 928-9100
FACSIMILE: (970) 928-9600

www.ommpc.com

March 14, 2022

Melody Harrison, Town Clerk
Town of New Castle
P.O. Box 90
New Castle, CO 81647

VIA EMAIL ONLY TO: mharrison@newcastlecolorado.org

RE: Town of New Castle Municipal Judgeship

Dear Melody:

I am interested in continuing my appointment by Town Council for an additional 2-year term as Municipal Judge for the Town of New Castle. A copy of my current resume is attached.

I have been serving as Municipal Judge in New Castle since April 2012 and previously served as Assistant Municipal Judge from April 2006 through April 2012. I am currently serving as Municipal Judge in Glenwood Springs and also serve as assistant municipal judge in Rifle and Silt.

I request re-appointment at the current compensation set in 2020 of \$1,000.00 per diem. We generally have one court day per month, and the per diem rate is effectively a flat rate per month. Occasionally we cancel a court date if the docket is small and I do not invoice the Town on those months. This rate also covers periodic review and response to court documents filed on non-court days, warrant requests from the police department, and holding telephone advisements for in custody defendants as needed. I continue to spend time out of court reading materials to keep apprised of municipal court issues in the State of Colorado and discussing Town of New Castle municipal issues and potential statute revisions and administrative orders with town attorneys, the police chief and court staff. In addition, I attend the Colorado Municipal Judges' Association conferences and incorporate the information gained through the conferences into our court practices when beneficial. I also request to continue to have the ability to request reimbursement for Colorado Municipal Judges' Association conference registration fees and some travel expenses of up to \$1000 per year.

OLSZEWSKI, MASSIH & MAURER, P.C.

Town of New Castle
March 14, 2022
Page 2 of 2

Please contact me with any questions. I plan to attend the April 19, 2022 Town Council meeting at 7:00 p.m. My current appointment expires April 30, 2022.

Very truly yours,

OLSZEWSKI, MASSIH & MAURER, P.C.

Amanda N. Maurer

By: _____
Amanda N. Maurer

Attachment

AMANDA N. MAURER

P.O. Box 916
1204 Grand Avenue
Glenwood Springs, CO 81602
P: 970.928.9100
F: 970.928.9600
amanda@ommpc.com

1716 Bennett Avenue
Glenwood Springs, CO 81601
C: 970.618.8919

EXPERIENCE

OLSZEWSKI, MASSIH & MAURER, P.C., Glenwood Springs, Colorado
(formerly AMANDA N. MAURER, P.C.)
Shareholder, January 2004 – Present

MUNICIPAL JUDGE APPOINTMENTS

Town of New Castle, Colorado: Municipal Judge, April 2012 - Present/Associate Judge 2006 - 2012
City of Glenwood Springs, Colorado: Municipal Judge, 2017 - Present/Substitute Judge, 2007 – 2016
City of Rifle, Colorado: Associate Municipal Judge, October 2008 - Present
own of Silt, Colorado: Associate Municipal Judge, July 2014- Present

BALCOMB & GREEN, P.C., Glenwood Springs, Colorado
Associate Attorney, September 2001 – June 2004

GROSSBERG, YOCHELSON, FOX & BEYDA, LLP, Washington, D.C.
Law Clerk, May 1999 – May 2001

EDUCATION

THE GEORGE WASHINGTON UNIVERSITY LAW SCHOOL, Washington, D.C.
Juris Doctor, With Honors, May 2001

- *The George Washington International Law Review*, Notes Editor
- Alternative Dispute Resolution Board, Member and Regional Competitor for Client Counseling

GEORGETOWN UNIVERSITY, Washington, D.C.

Bachelor of Science in Business Administration, May 1998; Dean's List, 1996-1998

- Major: Management, with a concentration in New and Small Business;
Minors: Government and Philosophy
- Gannett Award for Academic Excellence in Negotiation, Arbitration and Labor Relations

PROFESSIONAL CREDENTIALS

- Admitted to Practice in the Courts of the State of Colorado by the Colorado Supreme Court on October 15, 2001. (Attorney Registration Number 33361)
- Admitted to Practice in front of the United States District Court, District of Colorado on September 22, 2003.

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

- Colorado Municipal Judges Association, Member
- Colorado Bar Association, Member
- Ninth Judicial District Bar Association, Member
- American Bar Association, Member



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New Castle, CO 81647

Administration Department
Phone: (970) 984-2311
Fax: (970) 984-2716
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Memorandum

To: Mayor Riddile & Town Council
From: Dave Reynolds
Subject: Agenda Item: Consider Solar Panel Buyout
Date: 04/19/22
Purpose:

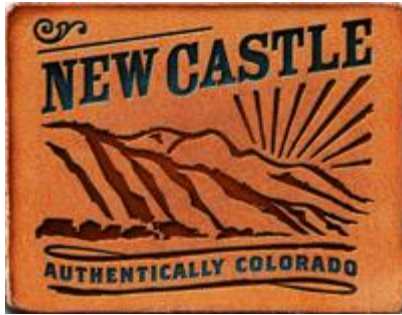
The purpose of this agenda item is to review the options for an early buy out of the New Castle Public Works Solar Power Services Agreement.

Staff has been working with Katherine Rushton from CLEER to better understand the pros and cons of purchasing ownership of the 70.3 kW solar array that is located on the roof of the Public Works Facility. Installed by a third-party vendor in 2010, the system works to generate power and provide *limited solar credits* in order to help offset the total cost of energy to the town. As part of the original arrangement the solar array is now available for purchase by the town. A purchase of the system would mean an initial outlay of cash, but would ultimately help the town by allowing us to capture *the total value of the energy produced* vs. our current agreement which only allows *a limited capture of the energy savings*.

Katherine has been in contact with the solar array owners, and using methods prescribed in our original contract has confirmed a buyout cost to the town of \$68,774.00. Using the most recent energy production models for the array, Katherine is able to estimate that the cash purchase of the array will result in a positive return on investment at about 5 years from the date the purchase. (see attached report)

Staff notes that the town has been saving for the eventual purchase of the array and currently has \$52,000 in savings that may be applied to the purchase.

Please see attached report and spreadsheet from Katherine which goes into further detail about the history of the project and the current benefits associated with the purchase. Katherine Rushton will be joining us in person for this agenda item.



ANALYSIS OF EARLY BUY OUT OPTION FOR NEW CASTLE PUBLIC WORKS SOLAR POWER SERVICES AGREEMENT

Prepared by: Katharine Rushton, CLEER

Krushton@cleanenergyeconomy.net

Revised 2/15/2022

New Castle Public Works Solar Power Services Agreement (SPSA)

The 70.3 kW solar array located on the rooftops at the Public Works facility has been in operation since February 2010 and is now 12 years old. The Solar Power Services Agreement (SPSA) contract has an early buyout option that allows the Town of New Castle to take ownership of the asset any time after the initial 7 years of the contract term.

When the Town entered into the agreement a “pre-payment” account funded by an \$80,000 DOLA grant was established and for the first 10 - 11 years of operation, the DOLA funds were used to pay for the electricity produced by the solar array under the power purchase agreement. Now that those funds are exhausted the Town must budget to purchase the electricity produced.

The average production of the solar array over the last three years equates to 76,774 kWh per year. At the \$0.07524/kWh rate, the annual cost of energy from the array equates to approximately \$5,776.

The cost of the solar produced energy is subject to an annual increase effective in March of each year. The price increases by 3% or by 80% of the Consumer Price Index increase during the previous 12 month period, whichever is greater. It is anticipated that in March 2022 the kilowatt hour rate will increase by at least 5.64% (see SPCA Sec. 8.2.1)

Continuing the SPPA

Paying for energy:

If the Town chooses to continue with the solar services agreement, payment for the solar electricity generated by the array will continue to be a line item in the annual Town budget and in March 2022 the rate will increase to \$0.07948/kWh.

End of the contract term:

The contract between HEG and the Town of New Castle will end on February 10th, 2030 at which time there are several options for the Town to pursue. The SPSA contract specifies that HEG is liable for the removal of the system and any costs associated with decommissioning. However, the system will not reach end of life until 2040 so it may also be possible to negotiate a contract extension with HEG and continue purchasing power until end of life or to purchase the equipment for a nominal fee.

Ending the SPPA by exercising the early buy out option

Establishing a purchase price:

The SPSA provides a formula to calculate the fair market value of the solar asset, based on the age and depreciation of the system. The formula uses the average production of the solar array over the past three years – in this case 76,774 kWh/year - multiplied by a factor based on the age of the asset. The factor for 12 years (applicable after February 10th 2022) is 1.00 which establishes a purchase price of \$76,774. The actual acquisition cost will be \$68,744 due to an inverter credit being offered by HEG. More information about this is given in the section below.

Equipment Warranties

The standard for solar module production warranties is 25 years. The solar array is producing energy as expected and no warranty issues with the modules are anticipated.

The 6 Fronius inverters came with a 10-year warranty that has now expired. Two of the inverters malfunctioned in 2021 and were refurbished and re-installed at a cost of \$3,987. The refurbished inverters have a 1-year warranty. It is anticipated that the other 4 inverters will also need to be refurbished and re-installed in the near future and to compensate for this, HEG is offering an \$8,000 credit on the acquisition price of the system reducing the upfront cost of the system purchase from \$76,774 to \$68,774.

Operations and Maintenance (O&M) & Insurance Considerations

Upon purchase of the PV system the Town of New Castle should enter into an annual preventative maintenance contract to ensure that the system operates at maximum production. Any downtime to production can be costly and will negatively impact the return on investment.

It is also best practice to request a copy of the most recent annual inspection report to ensure that the equipment is in good working order before the sale is finalized.

Xcel Energy requires specific insurance coverage for PV systems interconnected to the Xcel grid. The Town will need to check the current policy to ensure adequate coverage. A line item for insurance payments has been included in the cash flow spreadsheet as an operating cost.

Cash Flow Analysis:

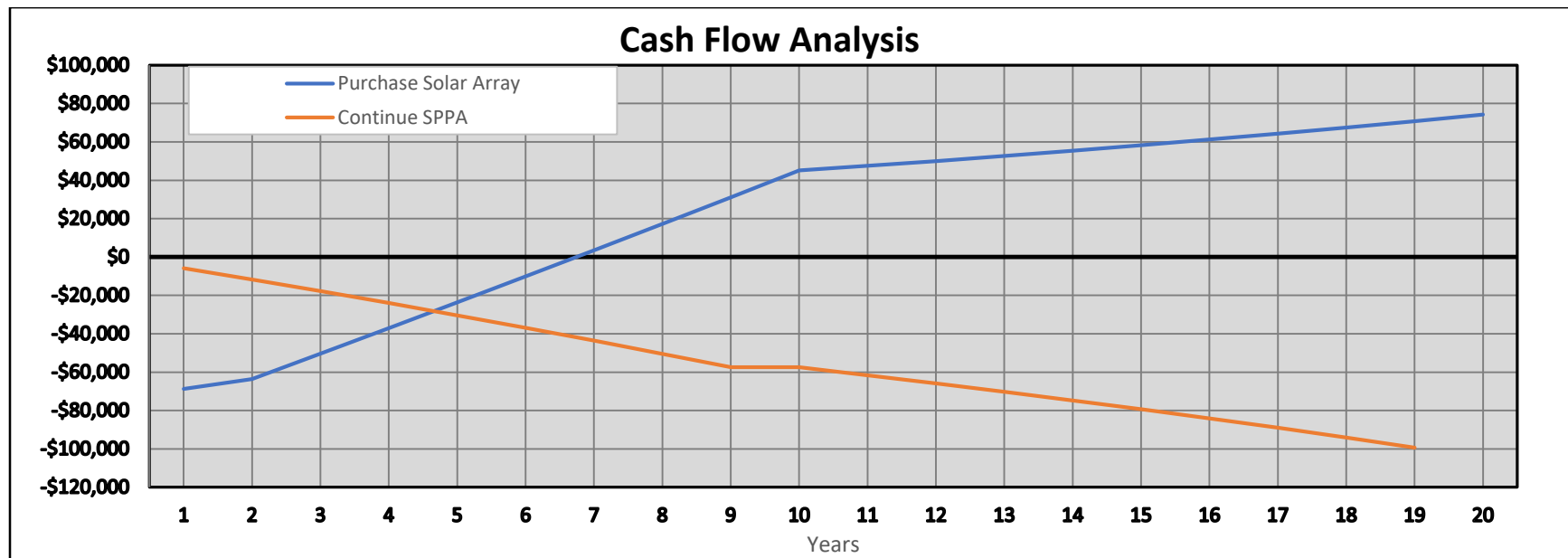
The cash flow analysis compares the investment in the solar array against continuing to purchase the energy produced from the array under the SPSA.

The return on investment considers the revenue that will be generated by receiving payments from Xcel Energy under the SO-REC contract, which will be transferred to the Town from HEG when ownership of the asset changes hands.

Under the terms of the SO-REC contract, Xcel will pay the Town \$0.115 for every kilowatt hour produced, until the contract expires in 2030. These payments are combined with the value of the energy produced by the solar array, and either used at the public works building or credited to the Town under a net metering arrangement with Xcel (described as avoided payments in the spreadsheet below), to produce the annual gross revenue from the system. Annual operating expenses are then deducted from the total to provide the annual net revenue that is applied against the original investment amount.

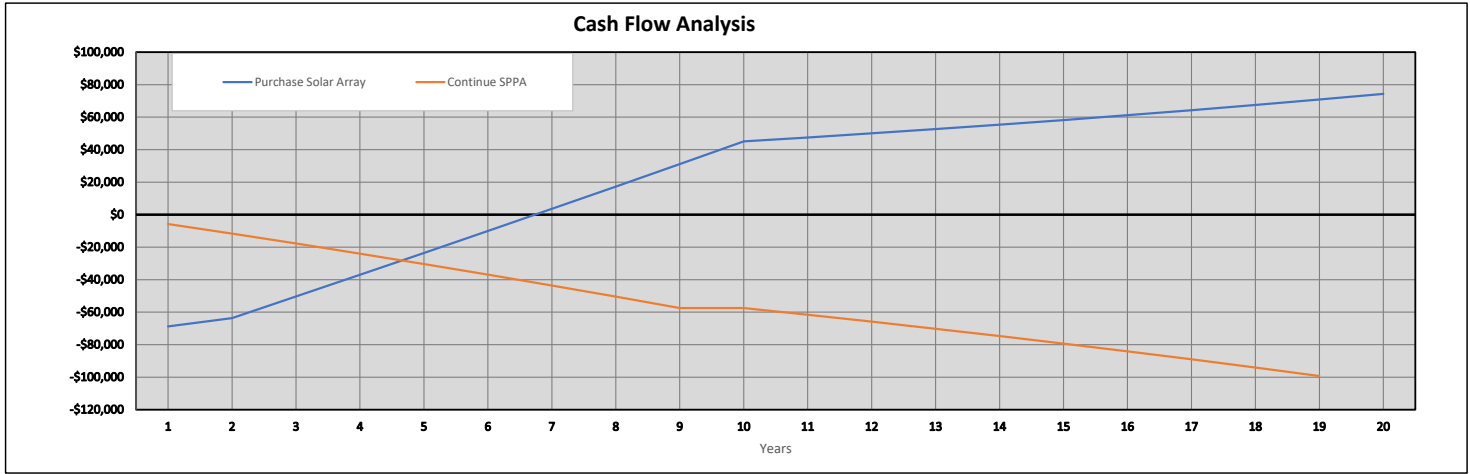
The chart shows that the investment pay back occurs in year 6 of ownership but that the “break even” point (when the balance of the investment is equal to the accumulated cost of continuing to pay for energy under the terms of the SPSA) occurs in year 4.

Other key financial indicators demonstrate an Internal Rate of Return (IRR) of 12.47% and the Net Present Value of the investment (NPV) at the end of system life will be \$42,383.



New Castle Public Works Solar	kW	70.52
Assumptions		
3 year annual average production	kWh	76,774
w/ annual decline	%	0.50%
HEG contribution to inverter replacement	\$	8000
Revenue & Costs		
Solar PPA per kWh cost	\$/kWh	0.0752
Xcel SG Usage rate	\$/kWh	0.0400
Annual escalation rate	%	0.030
Xcel RECs	\$/kWh	0.115
O&M	\$/year	705.20
O&M escalator	%	0.02
Insurance	\$/year	736.00
Projected Acquisition Cost (includes inverter credit)	\$	\$68,774.00

Financial Indicators		
IRR	%	12.47%
NPV	\$	42,383



		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
	System age	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Annual Production	kWh	76,774	76,390	76,008	75,628	75,250	74,874	74,499	74,127	73,756	73,387	73,021	72,655	72,292	71,931	71,571	71,213	70,857	70,503	70,150
Solar PPA per kWh cost	\$/kWh	0.0752	0.0775	0.0798	0.0822	0.0847	0.0872	0.0898	0.0925	0.0953	0.0982	0.1011	0.1041	0.1073	0.1105	0.1138	0.1172	0.1207	0.1244	0.1281
Xcel SG Usage rate	\$/kWh	0.0400	0.0414	0.0428	0.0443	0.0459	0.0475	0.0492	0.0509	0.0527	0.0545	0.0564	0.0584	0.0604	0.0626	0.0647	0.0670	0.0694	0.0718	0.0743
Avoided Payments to NCPWF LLC	\$	5,776	5,920	6,067	6,218	6,372	6,531	6,693	6,859	7,030	0	0	0	0	0	0	0	0	0	0
Xcel REC Payments	\$	8,829	8,785	8,741	8,697	8,654	8,610	8,567	8,525	8,482	0	0	0	0	0	0	0	0	0	0
Avoided Payments to Xcel	\$	0	0	0	0	0	0	0	0	0	4,001	4,120	4,243	4,370	4,500	4,634	4,772	4,915	5,061	5,212
Gross Revenue/Avoided Costs		\$14,605	\$14,705	\$14,808	\$14,915	\$15,026	\$15,141	\$15,260	\$15,384	\$15,512	\$4,001	\$4,120	\$4,243	\$4,370	\$4,500	\$4,634	\$4,772	\$4,915	\$5,061	\$5,212
Inverter replacement		\$8,000																		
O&M		\$705	\$719	\$734	\$748	\$763	\$779	\$794	\$810	\$826	\$843	\$860	\$877	\$894	\$912	\$930	\$949	\$968	\$987	\$1,007
Insurance		\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736	\$736
Total Operating Costs		\$9,441	\$1,455	\$1,470	\$1,484	\$1,499	\$1,515	\$1,530	\$1,546	\$1,562	\$1,579	\$1,596	\$1,613	\$1,630	\$1,648	\$1,666	\$1,685	\$1,704	\$1,723	\$1,743
Net Revenue and Avoided Costs	-\$68,774	\$5,164	\$13,250	\$13,338	\$13,431	\$13,527	\$13,627	\$13,730	\$13,838	\$13,950	\$2,422	\$2,524	\$2,630	\$2,739	\$2,852	\$2,968	\$3,087	\$3,211	\$3,338	\$3,469
Cumulative Net		\$5,164	\$18,414	\$31,752	\$45,183	\$58,710	\$72,337	\$86,067	\$99,905	\$113,854	\$116,276	\$118,801	\$121,431	\$124,170	\$127,022	\$129,989	\$133,076	\$136,287	\$139,625	\$143,094
Net cash flow	-\$68,774	-\$63,610	-\$50,360	-\$37,022	-\$23,591	-\$10,064	\$3,563	\$17,293	\$31,131	\$45,080	\$47,502	\$50,027	\$52,657	\$55,396	\$58,248	\$61,215	\$64,302	\$67,513	\$70,851	\$74,320
Discounted net cash flow		-\$61,757	-\$47,469	-\$33,880	-\$20,960	-\$8,681	\$2,984	\$14,061	\$24,575	\$34,550	\$35,346	\$36,140	\$36,933	\$37,722	\$38,509	\$39,292	\$40,071	\$40,846	\$41,617	\$42,383



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

Memorandum

To: Mayor Art Riddile & Town Council
From: Dave Reynolds
Subject: Agenda Item: Consider Ordinance TC 2022-4
Date: 04/19/22

Purpose:

The purpose of this agenda item is to consider Ordinance TC 2022- 4 amending Chapter 16 &17 of the Municipal Code on second reading. No changes have been to this ordinance since the time of first reading on April 5th 2022.

**TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. TC 2022-4**

**AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL AMENDING
SECTIONS 16.04.060 & 17.104.020 OF THE NEW CASTLE MUNICIPAL
CODE**

WHEREAS, from time to time, Town staff reviews the subdivision and zoning regulations set forth in Titles 16 and 17 of the Town of New Castle Municipal Code (“Code”) for necessary or desirable updates or amendments; and

WHEREAS, Town staff has identified the need to amend Sections 16.04.060 and 17.104.020 of the Code to correct certain inaccuracies resulting from prior Code amendments; and

WHEREAS, the Planning & Zoning Commission (“Commission”) conducted a public hearing regarding the changes set forth in this Ordinance on March 9, 2022, and approved Resolution PZ 2022-2 recommending that Council approve said changes; and

WHEREAS, Town Council has reviewed the proposed changes to Sections 16.04.060 and 17.104.020 of the Code and desires to adopt the same.

NOW, THEREFORE, BE IT ORDAINED BY THE NEW CASTLE TOWN COUNCIL AS FOLLOWS:

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

2. **Amendments.** Sections 16.04.060 and 17.104.020 of the Code are hereby amended as set forth below, with added language in **bold** and **underlined** and removed language ~~stricken~~. Code language not expressly amended by this Ordinance shall remain unchanged and in full force and effect.

Section 16.04.060 – Planning Commission

The planning commission is responsible for making investigations and reports on the design and improvement of proposed subdivisions and requiring conformance of such subdivisions with the town's comprehensive plan and any transportation, land use, or other special plans as may be adopted by the town council. This title shall be implemented and administered utilizing the assistance and cooperation of elected and appointed officials of the town, Garfield County and the state as well as the services of consultants when required. **Except for those plats that may be approved administratively under this title, no** ~~No~~ plat of a subdivision of land within the jurisdiction and scope of this title shall be filed and recorded until it has been ~~approved~~ **reviewed** by the planning commission, ~~as well as~~ **and approved** by the council, ~~and~~ **with** such approval indicated by the signature of the ~~chairperson of the planning commission~~ **mayor** on the final plat.

Section 17.104.020 – Zone District Classifications

Castle Valley Ranch, a planned unit development, is divided into the following zone district classifications. Except for lands within an approved subdivision plat, the boundaries for each zone district and planning area and the location of roadways and easements shall be general only. The precise boundaries and locations of all such features shall be shown on each filing as the same is subdivided and a final plat thereof recorded; provided, however, no major deviations shall be allowed from the general boundaries shown on the updated PUD master plan map. All future subdivision and development of the PUD shall be subject to the approval by the town council of a final subdivision plat and a final PUD development plan for each new filing in accordance with the procedures set forth in ~~Titles 13 and 14~~ **Titles 16 and 17** of this code. In accordance with and subject to the procedures and standards set forth in ~~Title 14~~ **Title 17**, the uses, densities, and other restrictions of each of the zone district classifications listed below may be modified or amended as part of the PUD development plan process for future filings, and the precise zone district text for each filing shall be determined at the time of approval of a final PUD development plan for that filing.

3. Vested rights. Nothing in this Ordinance is intended to or shall alter or interfere with any vested rights that may exist as of the effective date of this Ordinance.

4. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

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

INTRODUCED on April 5, 2022, at which time copies were available to the 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 Council of the Town of New Castle, Colorado, on April 19, 2022, 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:

Melody Harrison, Town Clerk



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

Memorandum

To: Mayor Riddile & Town Council
From: Dave Reynolds
Subject: Agenda Item: Consider RE-2 Trail Easement Agreement
Date: 04/19/22
Purpose:

The purpose of this agenda item is to consider a trail easement agreement with RE-2 School District.

Earlier this year Town Council approved a trail easement agreement with the Talbott family that paved the way for the *New Castle Trails Group* to build a multi-use single track trail on Burning Mountain just to the west of town. As designed, the trail system starts its 5-mile ascent from the base of Burning Mountain in the area of Elk Creek Elementary School. The trail is proposed to cross RE-2 School District property before entering Talbott property as it makes its way up the mountain.

Over the past few months, NC Trails, town staff, our town attorney, the school district's attorney, and school district staff have all worked together to create a draft easement agreement that would allow the Town to use a portion of Elk Creek Elementary's property for the *Burning Mountain Trail Project*. Use of school property is proposed to include a modest trailhead parking area, seasonal restroom facilities, .25 miles of trail, appropriate signage, and ongoing trail maintenance. On April 13th, 2022 the RE-2 School Board District reviewed the proposed agreement for the first time. The School Board appeared to be generally in favor of the trail and the agreement. The Board will be reviewing the agreement further before reconvening for a final vote on April 27th.

It is anticipated that construction of the trail will take the entire 2022 build season. NC Trails would like to have the project under solid contract and begin construction in May. Approval of this easement agreement is the final step in clearing the path toward actual construction of this project.

TRAIL EASEMENT AGREEMENT

This TRAIL EASEMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2022, by and between TOWN OF NEW CASTLE, COLORADO, a home rule municipality whose address is 450 W. Main Street, P.O. Box 90, New Castle, CO 81647 (the “Town”) and GARFIELD SCHOOL DISTRICT NO. RE-2, a Colorado school district whose address is 839 Whiteriver, Rifle, CO 8150 (“Landowner”) (collectively the “Parties”).

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property in Garfield County, Colorado at 804 W. Main Street, New Castle, known as the Elk Creek Elementary School and further described on Exhibit A, attached hereto (the “Property”); and

WHEREAS, the Town is supporting the use and development of a mountain bike trail system in and around New Castle known as the Burning Mountain Trail, which would cross both public and private lands including the Property as generally depicted on Exhibit B, attached hereto; and

WHEREAS, Landowner supports the establishment and maintenance of the trail, subject to its plans for future development of the Property; and

WHEREAS, C.R.S. § 33-41-101, *et seq.* provides certain liability protections for landowners who grant easements to public entities for trail and recreational purposes, and the Parties hereto desire to enter into this Agreement to take advantage of such protections and to provide for trail easements through the Property as set forth below; provided, however, nothing herein shall be construed to limit or waive the governmental immunity of either Party.

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

1. Recitals. The foregoing recitals are incorporated herein as affirmative and material representations and acknowledgments of the Parties hereto.
2. Grant of Easements/Licenses.
 - a. Trail. Landowner hereby grants to the Town a non-exclusive easement over and across the Property in the trail locations shown on Exhibit B hereto (the “Trail”), for the purpose of construction, use, improvement, maintenance, repair and replacement of mountain biking and hiking trails for recreational purposes as defined in C.R.S. §§ 33-41-102 and 103. The width of the easement shall extend 7.5 feet on each side of the centerline (the “Trail Easement”) for the Trail for the following purposes: to use the Easement during the construction, use, operation, maintenance, repair and replacement of a bicycle and pedestrian trail, to make the Trail available for use by the general public for bicycle and pedestrian use, the installation of signs identifying the Trail, location, use rules

and otherwise relating to the use and protection of the Easement as is deemed appropriate at the Town's sole judgment and discretion and to generally manage the Easement for public recreational use purposes (the "Use Rights"), and for no other uses. The Use Rights shall be strictly limited to and contained wholly within the Easement. Neither the extent nor use of the Easement shall be expanded or enlarged from the Use Rights defined herein. No vehicles, equipment or materials shall be parked or kept in the Easement. In particular, the Town shall not use the Trail or the Easement and shall not permit others to use the Trail or the Easement, for purposes of access to any property adjacent to the Easement, whether such adjacent land is owned by Landowner or any other private party, without the prior express agreement of Landowner or other private party. The Use Rights include the use of electric bicycles, Onewheels or similar devices but do not include other motorized vehicles, except for appropriate ADA scooters or mobility devices. Notwithstanding the foregoing, the Town may use motorized vehicles on a reasonable basis in the construction and maintenance and repair of the Trail, and in reasonable circumstances for emergency access. Landowner shall have the right to cross the Trail with motorized vehicles and equipment necessary for its retained use of the Property. Occasional, temporary encroachments outside the 15 foot Trail Easement corridor for construction and maintenance, not to exceed 12.5 feet from the centerline, shall not be deemed a breach of this Agreement.

- b. Parking. Landowner grants a revocable license to the Town and members of the public to use a portion of Landowner's dirt lot at the south end of the Property for public day-time access to the Trail, and Trail parking, provided that such parking shall not interfere with Landowner's needs for school-related parking and may not be available during regular school hours. Trail Parking shall be limited to the "hash-marked" area depicted on Exhibit B (the "Parking License Area"). No overnight parking shall be permitted. The license includes the Town's right to maintain and repair the Parking License Area. Landowner shall have sole discretion and responsibility to establish signage limiting the times and locations that public parking will be available for access to the Trail; provided that Landowner agrees to make at least six (6) parking spaces in the dirt lot at the south end of the Property generally available to the public for Trail parking during non-school hours. This license is granted for a period of one year from the date of this Agreement and shall be automatically renewed from year to year unless either Party gives written notice of termination at least three (3) months prior to the renewal date.

3. Town Management and Use Restrictions. The Town shall be responsible for management of the Trail including but not limited to determining opening and closure of the Trail, signage and all other purposes as contemplated by C.R.S. § 33-41-103. Dogs are only allowed on the Trail if on-leash and under the direct control of its handler. There shall be no bicycle usage allowed during times of snowmelt or when there has been significant precipitation. The Town shall be obligated and solely responsible for adequate and continuous control of erosion, dust, mud, gravel, litter and other debris generated from or associated with the exercise of the Use Rights;

provided, however, the Town's duties apply only to maintenance of the Trail Easement and Parking License Area and not to the Landowner Property generally. The Town will maintain the Trail Easement and Parking License Area free from accumulation of waste materials, rubbish, litter and trash caused by or arising from any exercise of the Use Rights or other activities associated with the Use Rights and shall inspect the Landowner's Property and clean up litter regularly. All work and activities within the Easement and Parking License Area by or on behalf of the Town shall be undertaken in a manner that minimizes interference with and disturbance to Landowner property and school operations. The Town and all Trail Users shall comply with all Landowner rules and policies applicable to the Trail Easement and Parking License Area, which the Landowner may adopt, modify, or change from time to time. Specifically, but not by way of limitation, alcohol, tobacco and firearms are prohibited within the Trail Easement and Parking License Area. If requested by Landowner, the Town shall install at its expense, a trash receptacle and portable temporary toilet in the Parking License Area and the Town shall be responsible at its expense, for upkeep, cleaning and routine trash and waste removal therefrom. The Town may delegate all or a portion its management responsibilities to another governmental entity or nonprofit group in the Town's discretion. The Town shall have the right to authorize, limit, or prohibit use of the Trail by members of the public as "invited guests" as that term is defined in C.R.S. § 33-41-103(2)(e)(I).

4. Reserved Rights. Landowner expressly reserves the right to use and develop the Property for whatever uses Landowner deems appropriate, subject to Section 7 below, provided that such uses do not unreasonably interfere with the purposes of the Easement granted herein. The Town agrees to cooperate with Landowner with respect to any modifications of this Agreement as may be reasonably necessary to accommodate such development if approved by the applicable governmental agencies with land use authority.

5. No Charge for Use of Trail. Landowner shall not be entitled to charge any fee or other form of "charge" to the general public for use of the Trail as such term is defined in C.R.S. § 33-41-102.

6. Trail Alignment. Either Landowner or the Town shall have the right, but no obligation, to survey the precise alignment of any of the Trail over the Property and to record a supplement to this Agreement to more precisely define the Easement area; provided, however, the party obtaining the survey shall provide the other party with at least sixty (60) days to review and approve the survey and supplemental documentation, which approval shall not be unreasonably withheld and shall be deemed provided if the other party fails to respond within said sixty (60) day period.

7. Additional Trail Development. In the event Landowner enters into an agreement with another trails organization (such as the LoVa Trail organization), the Town shall cooperate with Landowner and any such organization to consolidate any new trails with the existing trail system constructed by the Town as those trails traverse the Property. The Property shall not be burdened by more than one (1) trail where consolidation is possible.

8. Future Landowner Development. In the event of future development or subdivision of any of the Property subject to the Easement, Landowner shall have the right, at its expense, to

relocate and reconstruct portions of the Trail in order to accommodate the development or subdivision, the details of which shall be subject to the review and approval by Garfield County or other local authority with jurisdiction. Nothing herein shall prevent the Town from providing comments on any such land use application as a referral agency or, if applicable, enforcing the Town's watershed protection regulations. In such event, the Parties shall negotiate in good faith and record an appropriate amendment to this Agreement to reflect the new location. In the event the Landowner relocates any portion of the Trail, the Town shall cooperate with closure of any abandoned or relocated trail section but shall have no obligation to revegetate or reclaim any such areas. In the event the Town relocates any portion of the Trail, the Town shall revegetate or reclaim any such abandoned or relocated trail section and return it to its original condition.

9. Limitation of Liability. It is the intent of the Parties that Landowner shall be afforded all protections and liability limitations as set forth in C.R.S. § 33-41-101, *et seq.*, with respect to the Easement granted hereby. Nothing herein shall be deemed a waiver of the Town's or Landowner's sovereign immunity, nor shall this Agreement create any contractual indemnity rights for any party hereto. This limitation of liability shall specifically extend to Landowner's ongoing use of the Property as a school; provided, however, in the event of any conflict between the provisions of the statute cited above and this Agreement, whichever provides the greater liability protection to Landowner without invalidating the statutory protections shall control.

10. Insurance. At all times that this Agreement is in effect, Town shall carry or shall cause Town permittees (except for members of the general public) to carry and maintain in full force and effect, at its sole cost and expense, the following insurance coverages and policies maintained in accordance with the following terms and otherwise on terms and with insurance companies satisfactory to Landowner. Town will provide Landowner with a copy of any insurance carrier's notice of cancellation or notice of changes to policy conditions immediately upon receipt. Landowner and its designees shall be named as additional insureds as their respective interests may appear on the policies listed below. Policies shall provide that those coverages are primary without any right of contribution from any liability coverage maintained by Landowner (and Town hereby agrees that such coverages will thus be primary), and shall also provide that the insurance protection afforded Landowner will not be impaired or limited by any negligence or misconduct of Town or any other party.

(a) Commercial general liability insurance in an occurrence format with a single occurrence limit of not less than \$2,000,000, with an aggregate annual limit of not less than and including, without limitation, the following coverages: contractual liability (specifically encompassing Town's indemnity and other obligations under this Agreement), personal injury, broad form property damage, independent contractors and premises operations.

(b) Automobile liability insurance on all vehicles used by, through or under any Town permittees in connection with the Easement, in an amount of \$1,000,000 combined single limit per occurrence of bodily injury and property damage, and with an aggregate annual limit of not less than \$1,000,000.

(c) Workers' compensation insurance in accordance with the provisions of the Workers' Compensation Act of Colorado, C.R.S. § 8-40-101, *et seq.*, for all employees of Town permittees accessing the Easement or otherwise engaged in connection with the the Easement. To the extent any of the Town's permittees are sole proprietors, Town shall cause those sole proprietors to maintain such coverage even though they may otherwise be exempted by law.

The Town agrees to provide Landowner with certificates of insurance evidencing the foregoing coverages upon the execution of this Agreement (with those certificates to expressly set forth the status of Landowner as an additional insured, as required above).

11. Term. The Easement granted pursuant to this Agreement shall be a permanent, non-exclusive easement.

12. Binding Effect. The terms of this Agreement shall be deemed an easement running with title to the Property and shall be binding upon the successors and assigns of the Parties hereto during the term hereof.

13. Default. If either party fails to perform in accordance with the terms, covenants and conditions of this Agreement or is otherwise in breach or default of any of the terms, covenants and conditions of this Agreement (in any case a "default"), then the non-defaulting party shall give notice of the default to the other party and that party shall have ten (10) days thereafter in which to cure such default. Notwithstanding the provisions of the immediately preceding sentence, if a default cannot be cured within then (10) days by the use of reasonable diligence, then period for cure shall be extended to thirty (30) days provided that the party in default commences to cure within ten (10) days after notice and diligently prosecutes such cure to completion. Notwithstanding any other provision of this Section 13, no cure period shall be allowed for the following matters: any breach of the Town's insurance obligations under paragraph 9 above; or any default that is not reasonably susceptible of cure. If a default is not cured within the applicable cure period, if any, then the non-defaulting party, at its election and without obligation to do so, may take such action and expend such sums as the non-defaulting party in its ordinary business judgment may deem necessary or appropriate to cure the subject default, in whole or in part, or to protect the interests of the non-defaulting party. All sums, including attorneys' fees, incurred by the non-defaulting party in connection with the consideration or exercise of this remedy shall be due and payable from the party in default within ten (10) days after demand from time to time. Any default by a party that is not cured within any applicable cure period established above may be enforced by any or all of the foregoing remedies, and any other remedies available at law or equity or by statute, and all such rights and remedies shall be cumulative with and non-exclusive of one another, and may be exercised concurrently or successively as the non-defaulting party may elect. No exercise of any one remedy shall constitute or be construed as an election to the bar of any other remedy. In connection with any exercise or pursuit of its remedies under this Agreement, whether or not legal proceedings are actually commenced, the non-defaulting party shall be entitled to recover from the other party any and all attorneys' fees and court costs that the non-defaulting party may incur in connection therewith.

14. Compliance with Laws; Subject to Matters of Record. The Parties shall comply with all laws and legal requirements in exercising any right granted, or taking any action allowed or required by this Agreement. The Easement is without warranty of title, and this Agreement is subject to all matters of record in the real property records of Garfield County, Colorado, relating to the property encumbered by the Easement granted above.

15. Governing Law, Jurisdiction and Venue. This Agreement is made within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity and enforceability. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to the Agreement, will be deemed to be proper only if such action is commenced in the District Court for Garfield County, Colorado.

16. Notices. All notices required or permitted by this Agreement shall be in writing and shall be effective and deemed received at the earliest of (a) when actually delivered and received, personally, by mail, by messenger services, or by fax delivery, or (b) 72 hours after being postmarked in the United States mail, certified, return receipt requested, or (c) on the next business day after deposit for delivery by a nationally recognized overnight courier service such as Federal Express, or (d) on the date sent by email, provided that a delivery receipt for the email (which receipt may be automated), showing the date the email was sent, is given to the sender. All such notices shall be furnished with delivery or postage charges prepaid and addressed to the respective parties as follows:

To the Town: Town Administrator
Town of New Castle
P.O. Box 90
New Castle, CO 81647

With a copy to: David H. McConaughy, Esq.
Garfield & Hecht, P.C.
901 Grand Avenue, Suite 201
Glenwood Springs, CO 81601
dmcconaughey@garfieldhecht.com

To Landowner: Superintendent of Schools
Garfield School District No. Re-2
839 Whiteriver
Rifle, CO 81650

With a copy to: Daniel D. LeMoine, Esq.
LeMoine & Graves, P.C.
120 West 3rd Street
Rifle, CO 81650

17. Authorization. The signatories to this Agreement affirm and warrant that they are full authorized to enter into and execute this Agreement, and all necessary actions, notices,

meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same agreement. Any such counterpart may be transmitted by telecopy or electronic mail (in PDF format), and any such counterpart so transmitted shall have full force and effect as if it were an original.

19. Entire Agreement. This Agreement (including the attached Exhibits) constitutes the whole agreement between the Parties and supersedes any prior term sheets, understandings, agreements or arrangements between the Parties relating to the subject matter hereof, and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the subject matter of this Agreement.

20. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provisions, nor will it be deemed or constitute a continuing waiver unless expressly provided by written amendment to this Agreement signed by the Parties hereto. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party.

21. Attorney Fees. In the event any action is filed or maintained by any party in relationship to this Agreement, the prevailing party shall be awarded any and all of its costs, expenses and reasonable attorneys' fees.

22. Captions. The captions contained in the Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

23. Severability. In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under present or future laws, then, in such event, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted and shall be construed to effectuate, as nearly as possible, the original intentions of the Parties based upon the entire contract, including the invalidated provision.

24. Governmental Immunity. Nothing in this Agreement is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, either party, or their respective directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

25. Non-Appropriation. All direct and indirect financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If either party's governing body fails to appropriate funds for their respective obligations under this Agreement, then the other party may invoke Section 13's right to cure.

This Agreement is executed by the Parties hereto as of the date first above written.

TOWN OF NEW CASTLE, COLORADO

GARFIELD SCHOOL DISTRICT NO. RE-2

By: _____
Art Riddile, Mayor

By: _____
_____, _____

Attest:

Melody Harrison, Town Clerk

STATE OF COLORADO)
)
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, as _____ on behalf of Garfield School District No. Re-2.

Witness my hand and official seal:

My commission expires:

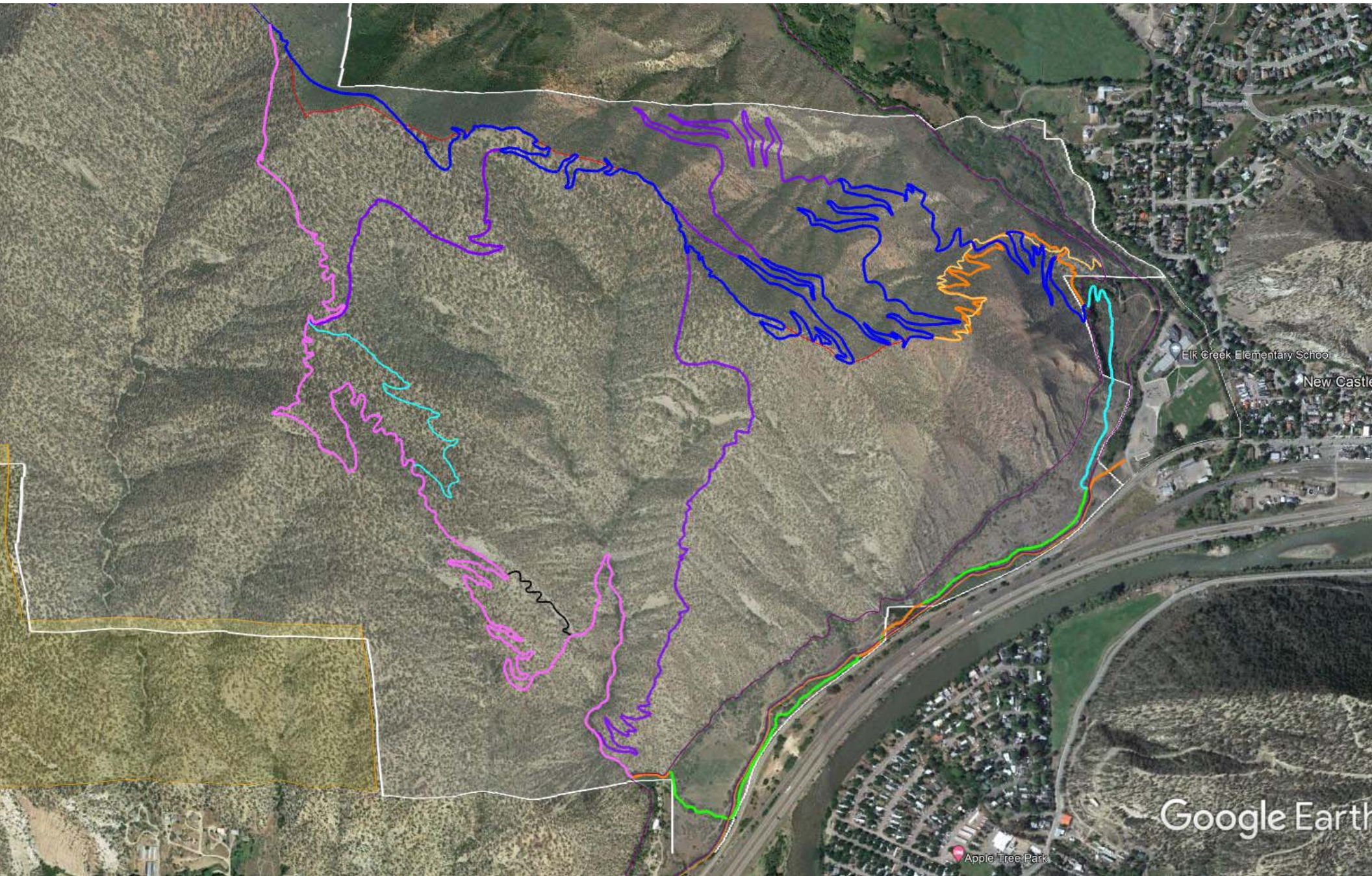
Notary Public

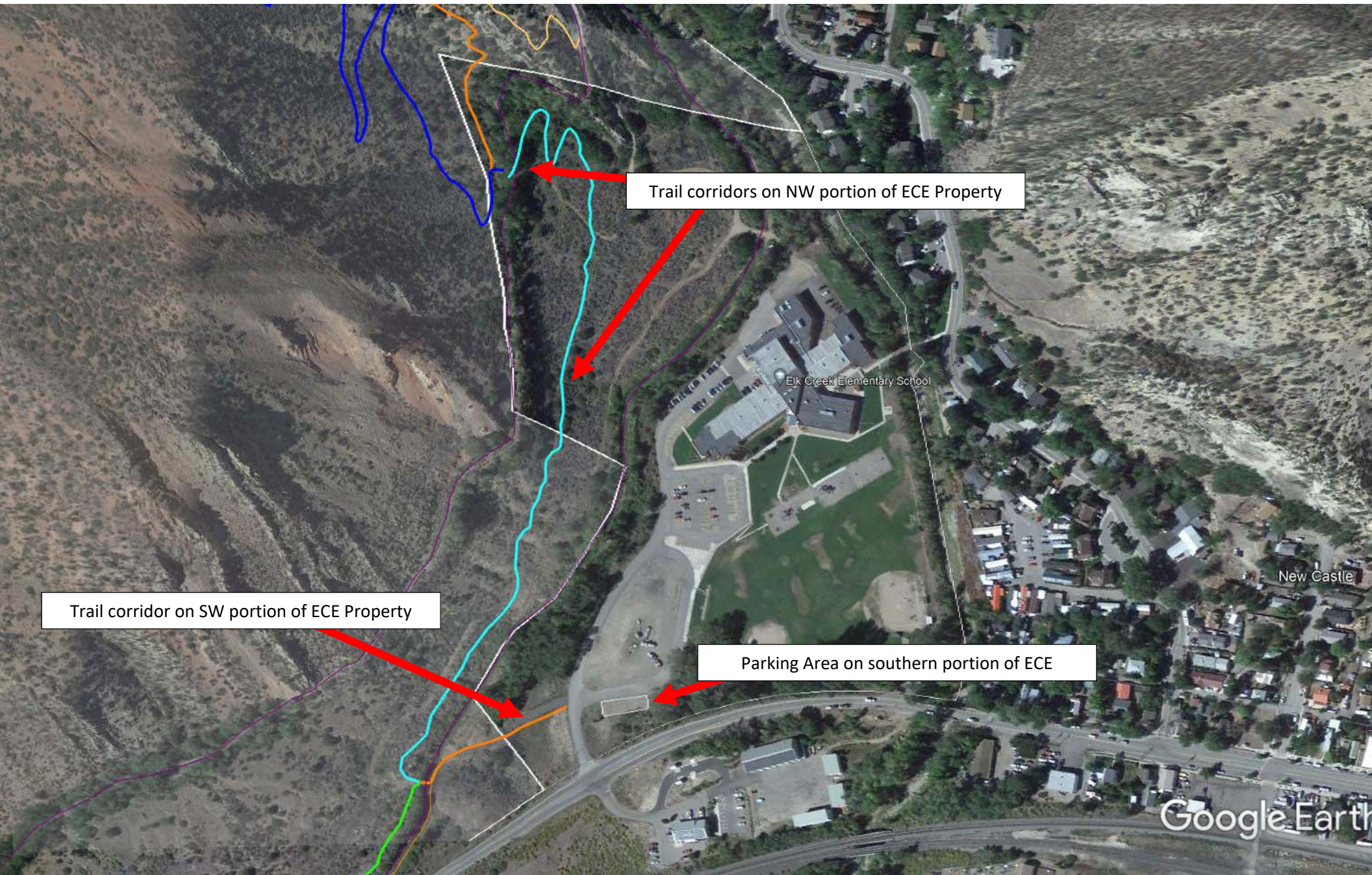
Exhibit A

Legal Description to be inserted

Exhibit B

(Trail Map)





Trail corridors on NW portion of ECE Property

Trail corridor on SW portion of ECE Property

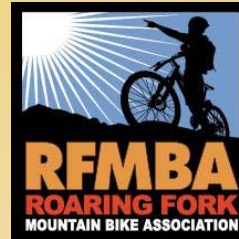
Parking Area on southern portion of ECE

Burning Mountain Trail Project

Garfield Re-2 School District – Trail Easement Agreement



Who Are We



- New Castle Trails is a group of volunteers formed in 2015 that has worked to improve the quality of life in our community through the improvement and expansion of soft surface trails in and around New Castle.
- Formally, New Castle Trails is a Committee of the regional organization Roaring Fork Mountain Bike Association (RFMBA) that operates as a arm of the larger International Mountain Biking Association (IMBA)
- Working with the Town of New Castle, soft surface trails have increased from 5.6 Miles in 2015 to 31.6 Miles today
- Funded by:
 - Town of New Castle
 - Rides and Reggae Fundraising Event
 - Private and Public Grants (Catena Foundation, Garfield County, etc.)
 - Countless Business and Individual Sponsors

New Castle Trails

The Colorow Trails

All Colorow/Highland Area Trails are CLOSED to bikes from December 1 through April 15.

Highway to Heaven is the easiest way up or down for bikes within the Colorow area.

- 1** **Highway to Heaven** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 2** **Colorow Trail East** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 3** **Lookout Trail** - 1.5 miles - 300' ascent - 200' descent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 4** **Colorow Trail West** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 5** **Colorow Trail South** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 6** **Colorow Trail North** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 7** **Colorow Trail South West** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 8** **Colorow Trail North West** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 9** **Colorow Trail South East** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 10** **Colorow Trail North East** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 11** **Colorow Trail West West** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 12** **Colorow Trail East East** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 13** **Colorow Trail South South** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 14** **Colorow Trail North North** - 1.5 miles - 400' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.

- Dirt Road
- Hiking Only
- Paved Path
- Easy Trail
- More Difficult trail
- Most Difficult trail
- Suggested Riding Direction

Scale: 1/4, 1/2, 3/4, 1 Mile

The Highland Trails

All Colorow/Highland Area Trails are CLOSED to bikes from December 1 through April 15.

- 15** **Highland Trail 1** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 16** **Highland Trail 2** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 17** **Highland Trail 3** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 18** **Highland Trail 4** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 19** **Highland Trail 5** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 20** **Highland Trail 6** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 21** **Highland Trail 7** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 22** **Highland Trail 8** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 23** **Highland Trail 9** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 24** **Highland Trail 10** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.

Trail System Rules

- Our trail system is meant for hikers, hikers and foot traffic except for Mountain and Coconino. Be courteous and share.
- Keep right and pass left. Announce and Respond to Pass with courtesy.
- Respect directional trail signage. Do not attempt to circumvent directional trails.
- Yield to hikers and equestrians. Yield to hikers and equestrians.
- Chairs are allowed on all trails on leash or in a carrier.
- Wet and muddy trails are vulnerable to damage. Please do not walk on them.
- Stay on existing trails and do not create new ones or new features.
- This is an active wildlife area. Respect wildlife on foot, bike or with your dog.
- Leave no trace. Pack it in, Pack it out. Please ahead. Weather can change quickly.
- Know your equipment & your ability. Wear a helmet when riding a bike.
- Respect posted winter seasonal closures.



In an emergency please call 911 and state the name of the trail you are on. Knowing the trail name can expedite emergency response involving you.

Town Trails

- 25** **Medaris Canyon Trail** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 26** **Medaris Canyon Trail 2** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 27** **Medaris Canyon Trail 3** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 28** **Medaris Canyon Trail 4** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 29** **Medaris Canyon Trail 5** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 30** **Medaris Canyon Trail 6** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 31** **Medaris Canyon Trail 7** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 32** **Medaris Canyon Trail 8** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 33** **Medaris Canyon Trail 9** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.
- 34** **Medaris Canyon Trail 10** - 1.5 miles - 100' ascent - Shared Multi Use Trail, Hiking Only, Biking, Dog, and Equestrian. This is a shared trail with shared use. Do not forget to yield.

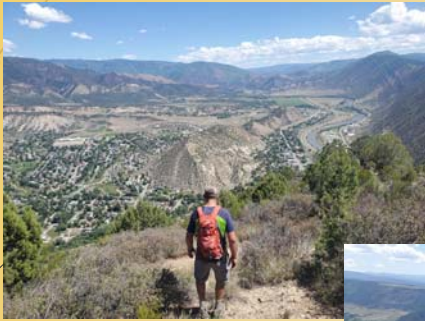


Project Background

- Conversations between the Talbott Family, New Castle Trails, and the Town of New Castle began in 2018 with discussions of a potential a trail on Burning Mountain
- A formal trail alignment was designed by IMBA trail designers in 2021.
- License Agreement for Trail Burning Mountain approved by New Castle Town Council on January 18th, 2022

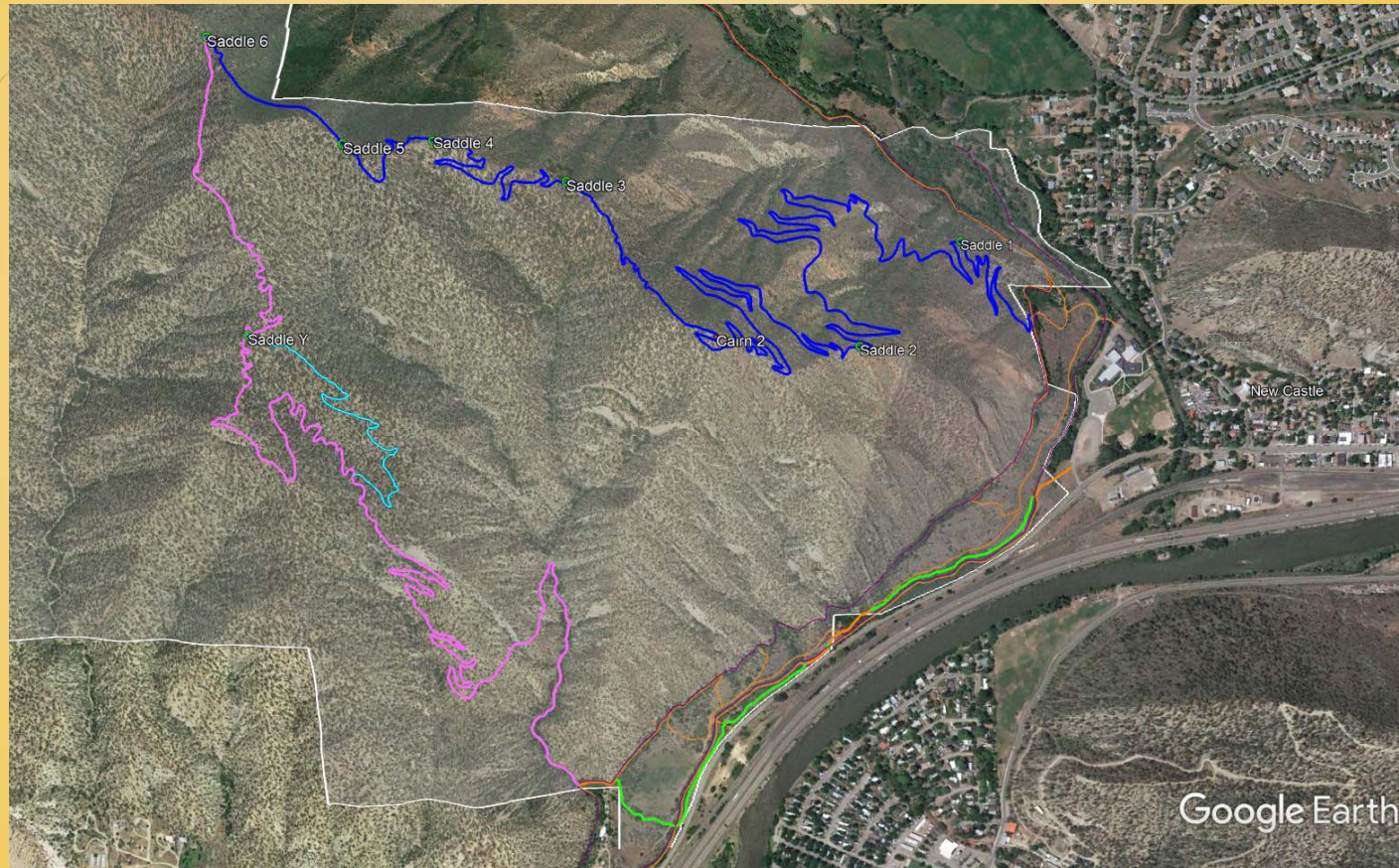


Project Description



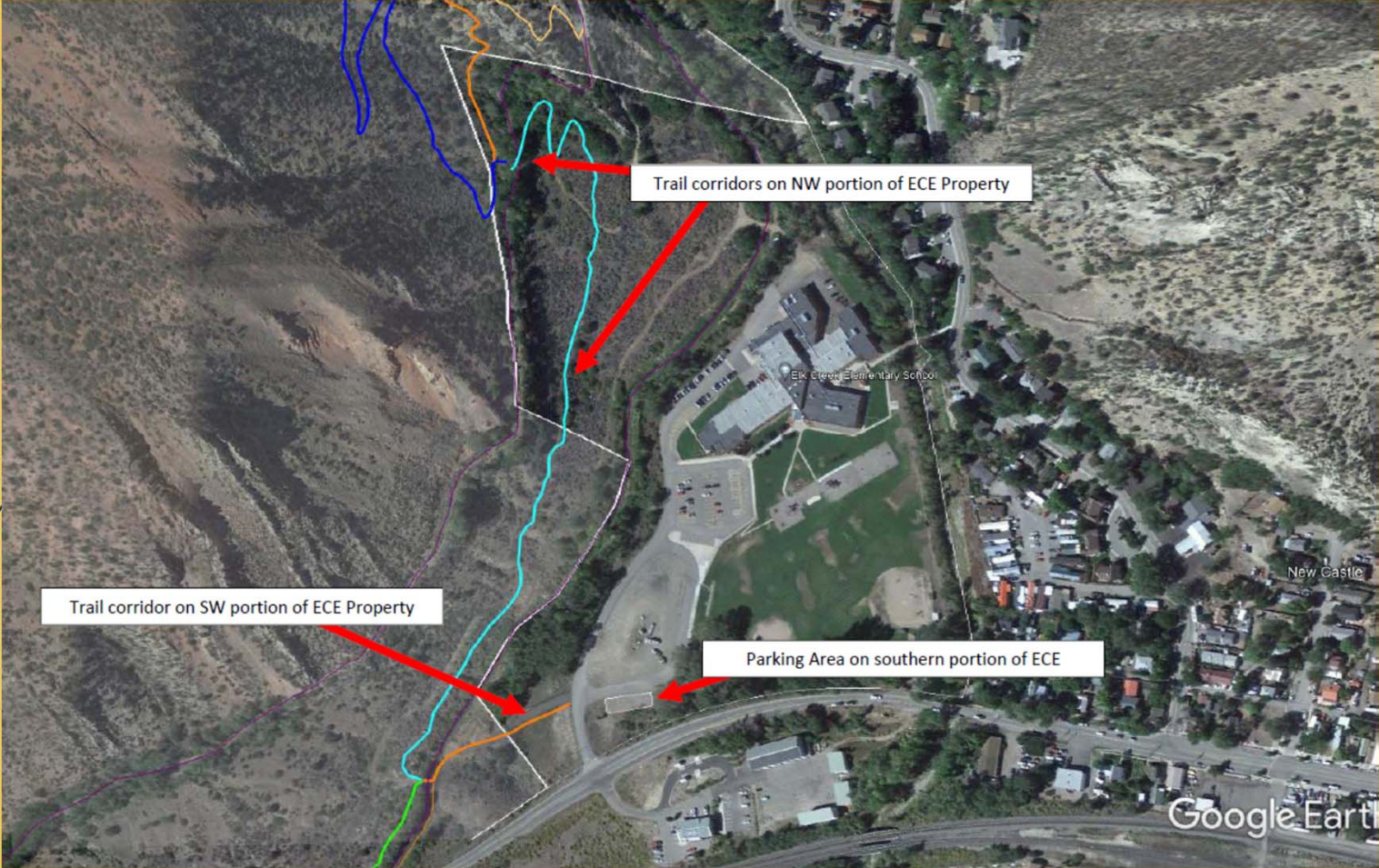
- ▶ Trail is a 8.9 Mile loop route.
- ▶ Phase 1 (2022)
 - ▶ 5.0 Mile, ~1500 foot climbing friendly ascent.
 - ▶ Multi-use (No E-bikes)
 - ▶ Two direction
- ▶ Phase 2 (2023)
 - ▶ 3.9 Mile, downhill optimized, advanced descent and return
 - ▶ Downhill only
 - ▶ Biker Only
- ▶ Future Phases envisioned to the west to potentially link to Rifle and Silt areas

Burning Mountain Trail



Burning Mountain Trail & Garfield Re-2

- ▶ Trail Easement
 - ▶ Approximately 0.25 Miles is envisioned on Garfield Re-2 Property adjacent to Elk Creek Elementary.
 - ▶ Two trail sections
 - ▶ ~0.05 Miles – Return Route on SW portion of property
 - ▶ ~0.20 Miles – Ascent Route on NW portion of Property
- ▶ Parking Area
 - ▶ 6 Parking Spaces located on southern portion of property
 - ▶ Delineated with rocks or other natural material and signage
 - ▶ Restroom to eventually be provided by NCT/Town of New Castle.
 - ▶ No overnight parking allowed
 - ▶ No alcohol permitted
 - ▶ Garfield Re-2 retains the ability to restrict the use of the parking lot.



Trail corridors on NW portion of ECE Property

Trail corridor on SW portion of ECE Property

Parking Area on southern portion of ECE



Next Steps

- NCT and the Town of New Castle are requesting approval of the Trail Easement Agreement before you tonight.
- Construction of Phase 1 is anticipated to take 6 months. As a result, a May 1st start is critical before winter.
- Total cost is estimated at \$200,000
- New Castle Trails has secured approximately \$140,000 in funding to date.
 - \$40,000 – Town of New Castle (Phase 1)
 - \$10,000 – Garfield County (Phase 1)
 - \$30,000 – Rides & Reggae Fundraiser (Phase 1)
 - \$60,000 – Catena/Walton Foundation (Phase 1 & 2)
 - Additional funding is anticipated to be secured later in 2022.



Questions???

Affordable Housing	Cable TV	Finance
Meets as needed	Meets as needed	Meets 1 st Tuesday 6:30 PM
Mayor A Riddile	Mayor A Riddile	Mayor A Riddile
Councilor Leland	Councilor Leland	Councilor Copeland
Councilor Copeland	Councilor Copeland	Councilor G Riddile
Councilor G Riddile	Councilor G Riddile	Councilor Hazelton
Councilor Hazelton	Councilor Hazelton	
Councilor Mariscal	Councilor Mariscal	
Councilor Owens	Councilor Owens	
Personnel	Public Safety	Public Works
Meets 3 rd Tuesdays in Mar, Jun, Sep & Dec 6:30 PM	Meets 3 rd Tuesdays in Jan, Apr, Jul & Oct 6:30 PM	Meets 3 rd Tuesdays in Feb, May, Aug & Nov 6:30 PM
Mayor Pro Tem Hazelton	Mayor Pro Tem Hazelton	Mayor Pro Tem Hazelton
Mayor A Riddile	Mayor A Riddile	Mayor A Riddile
Councilor Copeland	Councilor Copeland	Councilor Copeland
Councilor G Riddile	Councilor G Riddile	Councilor G Riddile
Councilor Hazelton	Councilor Hazelton	Councilor Hazelton
Councilor Mariscal	Councilor Mariscal	Councilor Mariscal
Councilor Owens	Councilor Owens	Councilor Owens
Tree		
Meets as needed		
Mayor Pro Tem Leland		
Mayor A Riddile		
Councilor Copeland		
Councilor G Riddile		
Councilor Hazelton		
Councilor Mariscal		
Councilor Owens		
Board of Zoning Adjustment	RFTA Board of Directors Representative	GarCo Senior Programs Board Representative
Meets as needed	Meets 2 nd Thursday 8:30 AM Carbondale	Meets fourth Friday 9:00 AM New Castle
Mayor A Riddile	Mayor A Riddile	Vacant
Councilor Leland	Councilor Owens (alternate)	Town Clerk Melody Harrison
Councilor Mariscal		
Councilor G Riddile		
Councilor Hazelton		
Councilor Owens (alternate)		
Councilor Copeland (alternate)		
Garfield County Weed Advisory Board Representative	Garfield Clean Energy Board Representative	Garfield County Energy Advisory Board Representative
Meets 4-5 times/year @ Rifle Road & Bridge Facility	Meets 2 nd Wednesday 1:00PM in Glenwood Springs or Rifle	Meets 1 st Thursday 6:00 PM in Rifle
Parks Manager Charlie Moore	Councilor Leland	Mayor A Riddile
Councilor G Riddile (alternate)	Councilor Copeland(alternate) Dave Reynolds (alternate)	Councilor G Riddile (alternate)

Meetings are at New Castle Town Hall unless otherwise noted

Associated Governments of Northwest Colorado Representative	LiveWell Built Environment Work Group Representative	
Meets 3 rd Wednesday 9:00AM Various Locations	Meets 3 rd Tuesday Every other month- Carbondale	
Councilor Hazelton	Mayor A Riddile	
Mayor A Riddile (alternate) Councilor Mariscal (alternate)	Councilor Leland (alternate)	

Planning and Zoning Commission			
Meets 2 nd and 4 th Wednesdays 7:00 PM			
Chuck Apostolik (Chair)	April 2022	Council representative	
Brian Westerlind	April 2024	Councilor G Riddile	May 2020 - Oct 2020
Mark McDonald	April 2022	Mayor A Riddile	Nov 2020 - Apr 2021
Julie Martinez	April 2022	Councilor Owens	May 2021 - Oct 2021
Beth Sass	April 2024	Mayor A Riddile	Nov 2021 - Apr 2022
Alison Bourquin	April 2024		
Historic Preservation Commission			
Meets 3 rd Monday 6:30 PM			
Mari Riddile	April 2024	Council representative	
Steve Rippy	April 2024	Councilor Copeland	May 2020 - Oct 2020
Ruth Fletcher	April 2023	Councilor Copeland	Nov 2020 - Apr 2021
		Councilor Copeland	May 2021 - Oct 2021
		Councilor Hazelton	Nov 2021 - Apr 2022
Planning & Zoning Representative			
Beth Sass	April 2022		
Climate and Environment Commission			
Meets 3 rd Thursday 6:30 PM			
Denise Scheberle (Chair)	April 2024	Council representative	
Mike Merrifield	April 2024	Bruce Leland	
Emily Jack-Scott	April 2024		
Jean Brown	April 2022		
Myrna Candraia	April 2022		
Tom Elder	April 2022		

Meetings are at New Castle Town Hall unless otherwise noted

Parks/Open Space/Trails/Recreation Committee
Meets 1 st Wednesday 6:00 PM
Charlie Moore
Hannah Bihr
John Wenzel
Dave Gray
John Harcourt
Larry Dragon
Gary Broetzman

Meetings are at New Castle Town Hall unless otherwise noted

**New Castle Town Council Regular Meeting
Tuesday, March 15, 2022, 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

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

Pledge of Allegiance

Roll Call

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

Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody Harrison, Town Treasurer Loni Burk, Assistant Town Attorney Haley Carmer, and members of the public.

MOTION: Mayor A Riddile made a motion to approve Councilor Mariscal's absence. Councilor Copeland seconded the motion and it passed with Councilor Owens voting no.

Meeting Notice

Town Clerk Melody Harrison verified that her office gave notice of the meeting in accordance with Resolution TC 2022-1.

Conflicts of Interest

There were no conflicts of interest.

Agenda Changes

There were no agenda changes.

Citizen Comments on Items not on the Agenda

There were no citizen comments.

Consultant Reports

Consultant Attorney – present for agenda items.

Consultant Engineer – not present.

Items for Consideration

Proclamation Recognizing Parkinson's Awareness Month

Mayor A Riddile told the council that he felt it was appropriate to recognize Parkinson's Awareness month because there were many people who suffered with the disease, including people that he knew.

Mayor A Riddile read the proclamation into the record.

Climate and Environment Commission Update to Council

Climate and Environment Commission Chair Denise Scheberle greeted the council and thanked them for the opportunity to speak to them.

Chair Scheberle said that she was honored to chair the commission which consisted of six other volunteers who had accomplished a lot in the prior year. Chair Scheberle said that in the packet were a list of those accomplishments as well as a draft work plan for the upcoming year.

Chair Scheberle reviewed the work plan goals that had shaped the commissions' projects. She also reviewed in detail the projects the commission had completed. Those included doorhangers for the Garfield Clean Energy Solarwise program, informational doorhangers regarding fire protection, two fire awareness videos, participation in the Burning Mountain Festival parade distributing pollinator-friendly wildflower seeds and fire educational materials for adults and children, creation of pollinator gardens, distribution of Smokey the Bear educational story books to children at the library, met with Mountain Waste & Recycling to learn about recycling and waste management challenges, and much more. Chair Scheberle introduced Dave Reindel, Co-Founder and Chief Operations Officer of EverGreen ZeroWaste.

Mr. Reindel said that his company had been in business since 2010 and they were registered with the Colorado Secretary of State as a public benefit corporation (PBC). He said that they had clients as far away as Parachute and hoped to inspire interest in the residents of New Castle. He further stated that food waste they collected was delivered to South Canyon to their commercial compost operation.

Mr. Reindel introduced Liz Mauro, Manager of the Glenwood Springs South Canyon Landfill, saying that she was passionate about composting.

Ms. Mauro greeted the council and said that South Canyon was a full-service commercial compost operation which meant that they composted everything, including food waste, which was great for compost. She said they wanted more food waste and would like to start receiving food waste from New Castle. Ms. Mauro said that she received several phone calls per month from New Castle residents asking about a composting program. Ms. Mauro said that approximately 40% of the waste going into the landfill was organic, which meant that 40% could be diverted and composted. She said it was low-hanging fruit and one of the biggest environmental accomplishments a city could make. Ms. Mauro said diverting organics from the trash into a compost operation will make a difference to

the residents, it will help in keeping the landfill open longer, it reduced methane emissions and it produced a beneficial product. Ms. Mauro invited the council to stop in at the landfill and she would be happy to provide a tour of the compost operations. She also passed around a sample of the compost product that people's food waste will help create. Mr. Reindel noted that composting also provided employment opportunities for the area as well as providing product for ranchers and farmers.

Councilor Hazelton asked Mr. Reindel what he was looking for from the town or what relationship he wanted with the town. Mr. Reindel said that he was looking for the town's blessing. He said that he understood there were different requirements in each municipality, and they were able to accommodate those rules. He noted that if there were enough subscribers in New Castle, they would run one, single-axel truck through town once per week. He said the larger trucks would not be in New Castle unless the smaller one broke down. Mr. Reindel said that they provided a 6.5-gallon bucket with a screw-on lid that was animal-resistive and prevented odor from escaping the bucket. He said people could put anything out – food waste, yard waste, non-recyclable paper, bathroom products such as q-tips, cotton balls, tissue paper. He said that they also provided guides on what to compost and sent out a monthly newsletter to their clients.

Councilor Owens recalled that Mountain Waste & Recycling had attended an earlier council meeting and gave a presentation about the cost of recycling, which turned out to be much more expensive than simply taking the materials to the landfill, and the majority of the materials were not recycled anyhow. He said that he liked the composing idea because it was actually accomplishing something, and he felt that the residents likely did not understand what happened to their waste materials from start to finish. Councilor Owens said that he felt that it was something to look at as a town on how to better educate the residents so they could make appropriate choices for their households.

Mr. Reindel said that was one of the great things about compose was that it was all local. It was created locally and went back to the local area to schools, farms, gardens and oil field remediation.

Mayor A Riddile said that the garbage trucks that came to town were quite large, and the streets took quite a beating. He asked how large a truck EverGreen would use. Mr. Reindel said their smallest truck, which was a Ram 5500, which was approximately seven tons empty. He said it did not make sense to drive their largest truck through a few neighborhoods because it was not cost-efficient.

Mr. Reindel said he would like to see about twenty percent of the residents participate in the composting program, and he said they would pick up from any residence: River Park Condos, Shibui apartments and townhomes. Mr. Reindel said that they also worked with special events because they were a distributor of compostable bags and cutlery. He noted that they picked up food waste from a number of City Markets and many restaurants in Glenwood Springs and Carbondale.

Administrator Reynolds asked what day of the week EverGreen would collect the food waste, and if everything collected in New Castle would go to South Canyon Landfill for composting. Mr. Reindel said they would collect on the same day as trash day in New Castle, and he confirmed that the waste will go to South Canyon.

Councilor Leland said that he expected residents will be interested in EverGreen's composting program and he suggested that if they did not get enough people signed up on Earth Day, the town also had the Community Market as an opportunity to get more subscribers.

Chair Scheberle said that she had volunteers who were willing to walk door-to-door to share information about the program.

The council thanked Chair Scheberle and Mr. Reindel.

Recess the Town Council Meeting, Convene as the Water & Sewer Enterprise

MOTION: Mayor A Riddile made a motion to recess the town council meeting and to convene as the water and sewer enterprise. Councilor Owens seconded the motion and it passed unanimously.

Consider Ordinance E 2022-2, an Ordinance of the New Castle Water and Sewer Enterprise Amending Chapter 13.20 of the New Castle Municipal Code Concerning Tap Fees (2nd reading)

MOTION: Councilor Leland made a motion to approve Ordinance E 2022-2. An Ordinance of the New Castle Water and Sewer Enterprise Amending Chapter 13.20 of the New Castle Municipal Code Concerning Tap Fees. Mayor A Riddile seconded the motion.

Discussion: Councilor Copeland said that at first reading of the ordinance she thought that the discussion was that the proposed tap fee increase was in line with what other municipalities charged for taps, and the letter of concern from Mr. Steve Craven stated the opposite. Administrator Reynolds said that in regard to tap fees and recreational development fees there were no appropriate comparisons because the needs vary greatly from town to town. The ordinance contemplated the needs of New Castle's Water and Sewer Enterprise. The needs are evidenced in the report done by Public Works Director John Wenzel. Councilor Hazelton said that after reading Mr. Craven's letter, he recalled the conversation at the previous council meeting where it was noted that if the town had been regularly increasing the tap fees over the years as they should have been, at an equal percentage, the rate now would be about \$10k. Those increases had not been done, and he was certain that the cost of doing water and wastewater business has gone up a lot more than the nominal percentage that taps should have gone up. Councilor Owens agreed and said that the fees currently being charged were inadequate to the cost of providing water and wastewater service. He clarified that tap fees were not for the sake of the fee, rather, the fee was for enterprise costs. Director Wenzel agreed. Councilor Copeland said that she did not feel that comparing national averages as stated in the letter fit because things were much more expensive in the area, and she felt that Director Wenzel's report was on target. Director Wenzel said that the figures in the report were not based on national averages, instead they were based on definitions in the municipal code. He said that there may possibly be some conflicts with the comprehensive plan, but the governing document was the municipal code. He said he consulted with Town Engineer Jeff Simonson and Town Administrator Dave Reynolds on it and they took information from the code in preparing the report.

Mayor A Riddile invited Mr. Steve Craven to comment. Mr. Craven said that he certainly wanted the town to be able to operate the enterprise as necessary but said that the methodology used to come up with the numbers did not make sense to him. He said he had a lot of experience and knew how to write such reports. Mr. Craven said that there was a lot of costs included such as formulas that were paid for by developers, not the town, and he did not know why they were being used. Mr. Craven said that existing infrastructure was being valuated, not expansion of the existing infrastructure. He said that there was a lot in the report that did not make sense to him. Mr. Craven said that he was asking if the town was willing to take a step back and study it more thoroughly before making a decision. Mr. Craven restated that the town needed whatever funds they needed to make things work, but in 1999 he and Engineer Simonson put together a 20-year plan that was contained in the infrastructure agreement and it had great detail about future

phasing and future capacities and tap fees and he was not seeing it in the report. Mr. Craven said he was struggling to understand how the decision was being made. Mayor A Riddile thanked Mr. Craven He reminded the council that there was a motion on the floor to approve the ordinance as well as a second.

The motion passed on a roll-call vote: Councilor Leland: yes; Mayor A Riddile: yes; Councilor Hazelton: yes; Councilor G Riddile: yes; Councilor Copeland: yes; Councilor Owens: yes.

Adjourn the Water & Sewer Enterprise, Reconvene the Town Council Meeting
MOTION: Mayor A Riddile made a motion to adjourn the water and sewer enterprise and to reconvene the town council meeting. Councilor Leland seconded the motion and it passed unanimously.

Update: LoVa Trail Project

Administrator Reynolds told the council that staff had been working hard on the LoVa Trail and there had been trouble getting permits for the different routes that had been proposed. The New Castle side of the project had gone out to bid. He said that there had been a budget for the project and the town had been successful in getting a 500k grant. The project budget was \$650k, there is a private doner giving \$300k for a total \$950k. The bids came back with lowest being \$ 2.2 million. He said they had spoken to the partners and floated some ideas. One thought was to put in only the bridge abutments. Another idea was to approach grantor and ask to move the \$500k to the Glenwood Springs side of the trail to supplement that portion of the project. He said he had spoken to the granting agency, and they were not surprised, and they were not sure how it would go with the board. Administrator Reynolds said the project was due June 30 and that was not enough time to readjust the project. He also said that Mr. Bruno was relying on the bridge for his water line. Administrator Reynolds said that it was not looking very good. He listed potential options: they could try to salvage the project to by changing the scope of work; they could thank the grantors for the opportunity and cancel the project. He said that the town could back out of the project but had about \$100k into the project with about \$50k having been reimbursed from the grant. It will be up to the CPW board to determine what to do about the \$50k, and often they wanted the funds back because there was no product. He said if the town backed out, he would have to speak with grantors CPW and FMLD as well as Glenwood Springs.

Administrator Reynolds said that he was looking for some direction on whether to move forward or not.

The council and staff discussed the issues in detail. The council agreed that the town had many other projects to complete and that it would not be fair to the constituency to pursue the LoVa project that still had so many unknowns. Councilor G Riddile said that he felt it would be a good idea to debrief in a few months. The council agreed that LoVa was a great idea but pursuing it at the current time was not appropriate.

The council thanked the town staff for the years of effort put into the LoVa project.

Discussion: Road Impact Fees

Administrator Reynolds said that in many communities there was a lot of wear and tear to existing roads as development came in. He said the town will see that with the upcoming development. Administrator Reynolds said that the Planning & Zoning Commission (P&Z)

had brought the issue to staff's attention, and they felt it might be time for the town to look at it, to consider assessing a fee to every building permit, or home built to offset the cost of repairing and maintaining roads that are damaged due to incoming growth. Assistant Town Attorney Haley Carmer said that the process was similar to adjusting recreation fee and tap fees. It's an impact fee in that it's assessed against new development, so it had to go through the same process of finding that rational nexus or rational basis of how to define what the impact fee was imposed on and the math to determine what the fee would be. She said that at P&Z they discussed if any vested rights would be affected and there wasn't a concern there. There was not an impact fee that had been imposed in Castle Valley. There was an impact fee in Lakota that was imposed at every building permit, and those funds were for specific items: two traffic lights and widening of Castle Valley Boulevard. She explained how typically the new fee would be generally applicable and town wide. She further explained the differences between development specific or targeted fees as compared to general impact fees, how those things may affect vested rights or development agreements and the different methods by which the various types of fees are determined.

Mayor A Riddile said that he was in favor of moving forward with a traffic impact fee that would apply to new builds of single-family and duplex homes, town houses, condominiums and apartments. The council agreed that staff should bring the discussion back at a future council meeting.

MOTION: Councilor Leland made a motion at 8:35 p.m. to go into Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body of any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. Councilor Copeland seconded the motion and it passed unanimously.

Executive session concluded.

At the end of the executive session, Mayor A Riddile made the following statement:

"The time is now 8:47 p.m. and the executive session has been concluded. The participants in the executive session were: Councilors Owens and Hazelton; Mayor A Riddile; Councilors Copeland, Leland and G Riddile, Town Administrator Dave Reynolds, Town Treasurer Loni Burk, and Town Clerk Melody Harrison. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record."

No concerns were stated.

Consent Agenda

Items on the consent agenda are routine and non-controversial and will be approved by

Town Council Meeting
Tuesday, March 15, 2022

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.

February 15, 2022 minutes

Hong's Garden Hotel and Restaurant Liquor License Renewal

MOTION: Councilor Owens made a motion to approve the consent agenda.

Councilor Hazelton seconded the motion and it passed unanimously.

Staff Reports

Town Administrator – Administrator Reynolds said that he and Planner Smith will meet with the BLD group who is the buyer for Steve Craven’s property. He said BLD wanted to provide an update and ask if it would be acceptable if SGM served as their civil engineer. He said that staff opinion is no, and Engineer Simonson’s opinion was also no.

Administrator Reynolds said that the town had a prior experience where there had been a third-party agreement with Filing 9 in Castle Valley where they used the town engineer and that did not work out well, so moving forward staff is not inclined to allow it to happen again. Administrator Reynolds said that the next council meeting will be on April 5 and the meeting will be in the community center because that is also election night, and the election will be conducted in council chambers. Administrator Reynolds said that staff has consulted with CLEER regarding the solar panels on the public works building. They were working on the finances of buying out those solar panels. He said that will come to council on April 19. Administrator Reynolds said that CLEER had also helped staff with a council question regarding EV charging stations in residences which will probably come back to council on April 5. Administrator Reynolds said he would be out the following week on Thursday and Friday but would be available by phone.

Town Clerk – Clerk Harrison said she did not have much to report other than she had been very busy with the election. She said ballots had gone out the previous day. She also said that the town will be using the county ballot box that was installed outside the town hall. Clerk Harrison said that the next council meeting will be in the community center and Administrative Assistant Remi Bordelon will be clerking the meeting because she herself will be conducting the election. Clerk Harrison gave the council a timeline for the final election results.

Town Treasurer – Treasurer Burk said that her Assistant Treasurer, Viktoriya Ehlers, was very touched by the council’s support. She thanked the council for being so kind.

Treasurer Burk said her office was working on closing out 2021. She said she had sent an update to council regarding the lodging tax, tobacco tax and retail tax, all of which finished out well for 2021.

Town Planner -

Public Works Director -

Commission Reports

Planning & Zoning Commission – Mayor A Riddile said they had discussed road impact fees.

Historic Preservation Commission – Councilor Hazelton said they had approved designation for the old school house. In addition, he said that HPC had been awarded the grant they applied for a historic building survey.

Climate and Environment Commission – nothing to report.

Senior Program – nothing to report.

RFTA – nothing to report.

AGNC – nothing to report.

GCE – Councilor Leland said that the Reenergize Garfield County program was very well publicized, and a success. He said there was a new grant cycle for EV charging stations, and if the town wanted another on it was time to apply. Councilor Leland said the Energy Navigator System was 12 years old and the software was outdated, and they will be replaced. He said the replacement will not cost anything and will be a better system than before.

EAB – nothing to report.

Council Comments

Councilor Hazelton thanked Mayor A Riddile for what he did for Viktoriya.

Councilor Copeland said that the new website looked nice

Councilor Copeland said she read a newspaper article about Mind Springs who had visited Rifle, and they mentioned that most of their intake was from Rifle. She felt that it was important that New Castle paid their fair share in that, but when and if Mind Springs came back to the town, she would like to see a better budget, particularly with their recent loose financial situation and she wanted to be able to trust them.

Administrator Reynolds said that he had spoken to Debbie Wilde for a debriefing after the meeting since she had been unable to attend. He said that he told her that the financials were somewhat lacking and the town did not understand where the numbers came from. He said that if they wanted to come back to the town, they will need to tighten up their budget. He said Ms. Wilde very much appreciated the input.

Councilor Leland said that the dog park meeting will be at 6:00 p.m. tomorrow. Councilor Leland said that Spellebration will be on April 1, and it will be online. Councilor Leland thanked Clerk Harrison for helping him get his tablet to work for the third time. Councilor Leland said that he had seen the USGS crew in Rollie Gordon Park.

Mayor A Riddile reiterated that the dog park meeting will be at 6:00 p.m. the following day.

Mayor A Riddile said that the last Bingo event had almost 50 people in attendance. He said it was packed and a lot of fun.

Mayor A Riddile said that on Thursday at 4:15 p.m. there will be a dedication of the front doors with a plaque with all the council members names.

MOTION: Mayor A Riddile made a motion to adjourn. Councilor Copeland seconded the motion and it passed unanimously.

The meeting adjourned at 9:04 p.m.

Respectfully submitted,

Mayor Art Riddile

Town Clerk Melody Harrison, CMC

Town Council Meeting
Tuesday, March 15, 2022