



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, December 16, 2025, 7:00 PM

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:

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

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

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

Call to Order

Pledge of Allegiance

Roll Call

Meeting Notice

Conflicts of Interest

Agenda Changes

Citizen Comments on Items not on the Agenda

-Comments are limited to three minutes-

Consultant Reports

Consultant Attorney

Consultant Engineer

Items for Consideration

A. Annual Update from Mountain Waste & Recycling – Bill Cira & Doug Goldsmith

B. Continued from December 2, 2025 - Consider Resolution TC2025-22 Approving a Subdivision Improvements Agreement for Whitehorse Village at Lakota Phase 2

C. Consider Ordinance TC 2025-2 - An Ordinance of the Town of New Castle, Colorado summarizing additional expenditures for the General Fund, Utility Fund, Conservation Trust Fund and Cemetery Fund, and adopting a supplemental budget for the Town of New Castle, Colorado, for the calendar year beginning on the first day of January, 2024 and ending on the last day of December, 2024 (2nd reading)

D. Consider Ordinance TC2025-3 Amending Certain Provisions of Title 15 of the Town Municipal Code and the Building Codes Adopted by Reference Therein (2nd reading)

E. Consider Ordinance 2025-4, A Ordinance of the New Castle Town Council Recommending the Amendment of Provisions of Title 17 of the Town Municipal Code Concerning Food Trucks (1st reading)

F. Consider Resolution TC 2025-24 - a Resolution of the New Castle Town Council Approving a Memorandum of Understanding with Garfield County Older Adult Programs

Consent Agenda

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

[December 2, 2025, minutes](#)

Staff Reports

Town Administrator
Town Clerk
Town Treasurer
Town Planner
Public Works Director

Commission Reports

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

Council Comments

Items for Future Council Agenda

Adjourn



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Memorandum

To: Mayor & Council
From: David Reynolds
Re: Council Agenda: Update *from Mountain Waste*
Date: 12/16/25

Purpose:

The purpose of this agenda item is to allow time for Bill Cira and Doug Goldsmith from Mountain Waste to provide the required annual report concerning our Mountain Waste services to New Castle. Per our contract with Mountain Waste pricing can be adjusted annually based on Consumer Price Index data and fuel price fluctuations. Bill and Doug will share pricing data and present Town Council with their proposed 2026 trash and recycling rates.

Town of New Castle, CO - Municipal Pricing

Proposed New Contract Rates

Effective: January 1, 2026

Pricing per Contract							Contracted Proposed Monthly
Service	Current Base Rate	Annual CPI Increase %	New Base Rate	Base Rate Change	Fuel % increase Over \$3 Base	Fuel Surcharge	
96 Gallon	\$32.44	2.5%	\$33.25	\$0.81	15.00%	\$4.99	\$38.24
64 Gallon	\$29.49	2.5%	\$30.23	\$0.74	15.00%	\$4.53	\$34.76

Partnership Pricing							Partnership Proposed Monthly
Service	Current Base Rate	Annual CPI Increase %	New Base Rate	Base Rate Change	Fuel % increase Over \$3 Base	Fuel Surcharge	
96 Gallon	\$32.44	2.5%	\$33.25	\$0.81	9.60%	\$3.19	\$36.44
64 Gallon	\$29.49	2.5%	\$30.23	\$0.74	9.60%	\$2.89	\$33.12

Service	2025	2026	\$ Increase	% Increase
96g	\$35.29	\$36.44	\$1.15	3.26%
64g	\$32.08	\$33.12	\$1.04	3.26%

Fuel Rates	
Contract Base	\$3.00 gallon
Rocky Mountain 3 month avg.	\$3.75 gallon

Show Data By:

Product Area

		Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	View History
Gasoline - All Grades	<input type="checkbox"/>	3.276	3.250	3.258	3.293	3.190	3.179	1993-2025
All Grades - Conventional Areas	<input type="checkbox"/>	3.128	3.112	3.122	3.138	3.036	3.022	1994-2025
All Grades - Reformulated Areas	<input type="checkbox"/>	3.565	3.517	3.522	3.595	3.491	3.489	1994-2025
Regular	<input type="checkbox"/>	3.150	3.125	3.133	3.166	3.060	3.050	1990-2025
Conventional Areas	<input type="checkbox"/>	3.034	3.018	3.027	3.041	2.938	2.925	1990-2025
Reformulated Areas	<input type="checkbox"/>	3.397	3.352	3.356	3.430	3.320	3.317	1994-2025
Midgrade	<input type="checkbox"/>	3.722	3.689	3.699	3.743	3.656	3.640	1994-2025
Conventional Areas	<input type="checkbox"/>	3.506	3.490	3.503	3.528	3.439	3.409	1994-2025
Reformulated Areas	<input type="checkbox"/>	4.029	3.971	3.977	4.050	3.971	3.973	1994-2025
Premium	<input type="checkbox"/>	4.075	4.040	4.052	4.102	4.015	4.001	1994-2025
Conventional Areas	<input type="checkbox"/>	3.887	3.872	3.888	3.916	3.829	3.801	1994-2025
Reformulated Areas	<input type="checkbox"/>	4.292	4.233	4.242	4.318	4.233	4.236	1994-2025
Diesel (On-Highway) - All Types	<input type="checkbox"/>	3.599	3.779	3.744	3.748	3.679	3.822	1994-2025
Ultra Low Sulfur (15 ppm and Under)	<input type="checkbox"/>	3.599	3.779	3.744	3.748	3.679	3.822	2007-2025
Low Sulfur (Above 15 ppm to 500 ppm)	<input type="checkbox"/>							2007-2008



**Transmission of material in this release is embargoed until
 8:30 a.m. (ET) Friday, October 24, 2025**

USDL-25-1502

Contact information: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – SEPTEMBER 2025

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent on a seasonally adjusted basis in September, after rising 0.4 percent in August, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.0 percent before seasonal adjustment. Note that September CPI data collection was completed before the lapse in appropriations.

The index for gasoline rose 4.1 percent in September and was the largest factor in the all items monthly increase, as the index for energy rose 1.5 percent over the month. The food index increased 0.2 percent over the month as the food at home index rose 0.3 percent and the food away from home index increased 0.1 percent.

The index for all items less food and energy rose 0.2 percent in September, after rising 0.3 percent in each of the 2 preceding months. Indexes that increased over the month include shelter, airline fares, recreation, household furnishings and operations, and apparel. The indexes for motor vehicle insurance, used cars and trucks, and communication were among the few major indexes that decreased in September.

The all items index rose 3.0 percent for the 12 months ending September, after rising 2.9 percent over the 12 months ending August. The all items less food and energy index also rose 3.0 percent over the last 12 months. The energy index increased 2.8 percent for the 12 months ending September. The food index increased 3.1 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Sep. 2024 - Sep. 2025
 Percent change

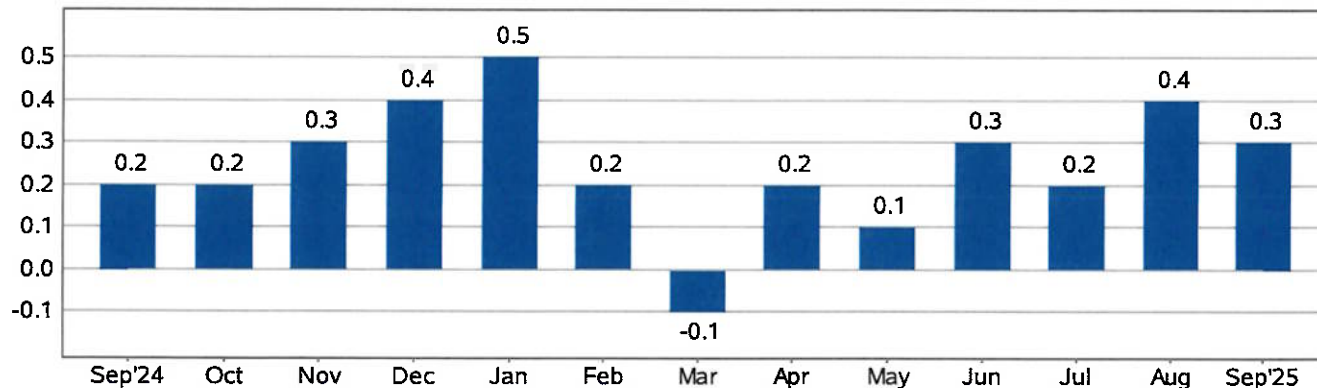


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Sep. 2024 - Sep. 2025

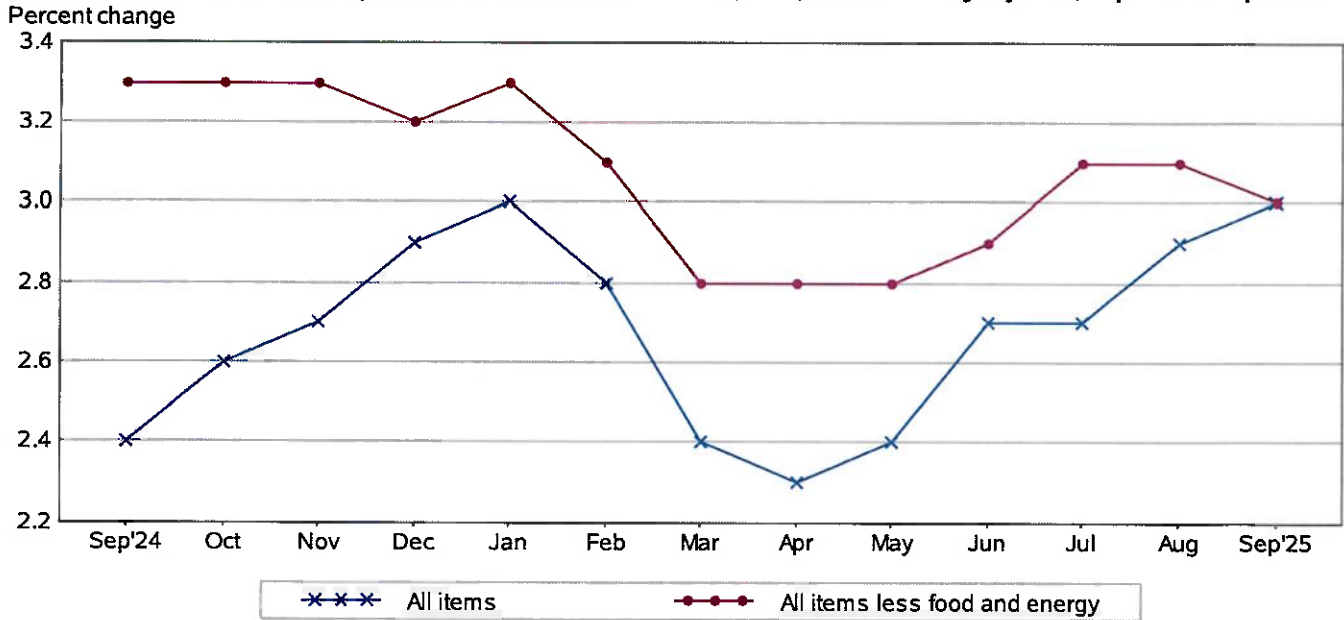


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Sep. 2025
	Mar. 2025	Apr. 2025	May 2025	Jun. 2025	Jul. 2025	Aug. 2025	Sep. 2025	
All items.....	-0.1	0.2	0.1	0.3	0.2	0.4	0.3	3.0
Food.....	0.4	-0.1	0.3	0.3	0.0	0.5	0.2	3.1
Food at home.....	0.5	-0.4	0.3	0.3	-0.1	0.6	0.3	2.7
Food away from home ¹	0.4	0.4	0.3	0.4	0.3	0.3	0.1	3.7
Energy.....	-2.4	0.7	-1.0	0.9	-1.1	0.7	1.5	2.8
Energy commodities.....	-6.1	-0.2	-2.4	1.0	-1.9	1.7	3.8	-0.4
Gasoline (all types).....	-6.3	-0.1	-2.6	1.0	-2.2	1.9	4.1	-0.5
Fuel oil.....	-4.2	-1.3	0.9	1.3	1.8	-0.3	0.6	4.1
Energy services.....	1.6	1.5	0.4	0.9	-0.3	-0.2	-0.7	6.4
Electricity.....	0.9	0.8	0.9	1.0	-0.1	0.2	-0.5	5.1
Utility (piped) gas service.....	3.6	3.7	-1.0	0.5	-0.9	-1.6	-1.2	11.7
All items less food and energy.....	0.1	0.2	0.1	0.2	0.3	0.3	0.2	3.0
Commodities less food and energy.....	-0.1	0.1	0.0	0.2	0.2	0.3	0.2	1.5
New vehicles.....	0.1	0.0	-0.3	-0.3	0.0	0.3	0.2	0.8
Used cars and trucks.....	-0.7	-0.5	-0.5	-0.7	0.5	1.0	-0.4	5.1
Apparel.....	0.4	-0.2	-0.4	0.4	0.1	0.5	0.7	-0.1
Medical care commodities ¹	-1.1	0.4	0.6	0.1	0.1	-0.3	-0.1	0.7
Services less energy services.....	0.1	0.3	0.2	0.3	0.4	0.3	0.2	3.5
Shelter.....	0.2	0.3	0.3	0.2	0.2	0.4	0.2	3.6
Transportation services.....	-1.4	0.1	-0.2	0.2	0.8	1.0	0.3	2.5
Medical care services.....	0.5	0.5	0.2	0.6	0.8	-0.1	0.3	3.9

¹ Not seasonally adjusted.

Mountain Waste & Recycling - Fuel Surcharge Table - 2016

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

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

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

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

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MEMORANDUM

TO: New Castle Town Council

FROM: Garfield & Hecht, P.C.

DATE: November 25, 2025

RE: Wildhorse Village Phase 2 SIA

On August 28, 2025, SC Roundup, LLC (“Developer”) applied for a multiple lot line adjustment for Phase 2 of the Whitehorse Village at Lakota (“WHV”) within the Lakota Canyon Ranch PUD. The purpose of the lot line adjustment was to reconfigure the existing block lines of the remaining A-Blocks of WHV Phase 2. Doing so made it feasible to further subdivide those blocks into individual lots that will accommodate a more traditional, single-family residential product. Pursuant to Section 16.40.080, the Planning & Zoning Commission approved the multiple lot line adjustment application at its October 8, 2025, meeting.

WHV was originally part of Lakota Canyon Ranch PUD Filing 1 approved in 2003. In 2004, the Town approved WHV Phase 1, which included the cluster homes (5-6 pack units) observed today along White Horse Dr., Lakota Dr., and Roundup Dr. WHV Phase 2 was later approved in 2007 to include 13 total blocks and 69 clustered style units. This configuration was further amended in 2011 with at least two important provisions: 1) the density within the remaining B-Blocks along the golf course were reduced to 19 conventional rectangular lots; and 2) the density of the remaining A-Blocks was approved for up to 40 total units, provided that the lot configuration in the A-Blocks was consistent with the B-Block configuration (i.e., conventional, rectangular lots). These rectangular lots are the type Developer intends to develop and create in the remaining A-Blocks and B-Blocks in Phase 2.

Developer is the successor owner of the remaining undeveloped lots and blocks in WHV Phase 2. The prior developer of WHV Phase 2 entered into a subdivision improvements agreement (“SIA”) with the Town when Phase 2 was approved in 2007. The public improvements called for in that agreement were completed some time in 2009 or after. New public improvements are required to complete the development of Phase 2 as proposed by Developer. Accordingly, one of the conditions of approval of the multiple lot line adjustment application was that Developer enter into a new SIA with the Town.

Included in the packet for the December 2nd Council meeting is a draft SIA and related cost estimate for WHV Phase 2 and a resolution approving the same. The form of the SIA is the Town’s standard form. Town staff has reviewed and is comfortable with the scope and amount of the cost

estimate. The only outstanding question regarding the SIA is the timeline for completion of the public improvements required under the SIA. Typically, public improvements must be completed within one year to 18 months after commencement of construction. However, considering the limited scope of utilities and public improvements, Developer is proposing to install utilities on a lot-by-lot basis as they are developed and chip seal the public road once all utilities are installed. It will take longer than a year or 18 months for Developer to complete this process.

We will be available at the December 2nd meeting to discuss the completion timeline and any other questions regarding the SIA.

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2025-22

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A
SUBDIVISION IMPROVEMENTS AGREEMENT FOR WHITEHORSE VILLAGE AT
LAKOTA PHASE 2

WHEREAS, SC Roundup, LLC, a Colorado limited liability company (“Applicant”), is the owner of certain real property located within Lakota Canyon Ranch in the Town of New Castle, Colorado, more particularly described on **Exhibit A** hereto (the “Property”); and

WHEREAS, the Property constitutes a portion of Phase 2 of Whitehorse Village at Lakota, being within the Lakota Canyon Ranch PUD, which was approved by Ordinance No. 2007-9 recorded at Reception No. 740489, and which approvals were amended by Resolution PZ 2011-4 and Resolution PZ 2025-4 (collectively, the “Phase 2 Approvals”); and

WHEREAS, in accordance with the Phase 2 Approvals, Developer intends to subdivide the Property into 43 lots for the development of up to 43 single-family dwellings; and

WHEREAS, a prior developer of Phase 2 entered into a subdivision improvements agreement with the Town that was recorded along with Ordinance No. 2007-9 and was amended by a first amendment recorded at reception no. 765348; and

WHEREAS, the public improvements required under the prior subdivision improvements agreement were completed, and new public improvements are required to develop the Property, which comprises the balance of Phase 2; and

WHEREAS, Applicant recently submitted a multiple lot line adjustment application for Blocks A-2, A-3, A-4, and A-8 (the “Amended Block Plat”), which was approved by Resolution PZ 2025-4 on the condition that Applicant enter into a new Phase 2 subdivision improvements agreement with the Town; and

WHEREAS, Town Council now desires to approve the Subdivision Improvements Agreement for Whitehorse Village at Lakota, Phase 2 (the “SIA”) attached hereto as Exhibit B as provided in this Resolution.

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

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

2. Approval of SIA. Town Council hereby approves the SIA in substantially the form attached as Exhibit B, subject to non-substantive edits approved by the Town Attorney, and the Mayor is hereby authorized to sign the same on behalf of the Town. Approval of the SIA is subject to the following conditions:

- A. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with its Amended Block Plat application and before Town Council shall be considered part of said application and binding on the Applicant.
- B. The Applicant shall comply with all applicable building, residential, electrical, and municipal code requirements when developing the Property.
- C. Applicant shall comply with all applicable conditions and requirements set forth in the Phase 2 Approvals.
- D. Applicant shall pay all impact fees, including, but not limited to, tap fees and recreation fees, as provided in the SIA.
- E. Applicant shall address any comments and concerns of the Town Engineer or Public Works Director to the satisfaction of Town staff and update its development plans and cost estimate accordingly prior to recordation of the SIA and Amended Block Plat.
- F. The SIA shall be recorded along with the Amended Block Plat, which Amended Block Plat shall be approved by Town staff and the Town Attorney.
- G. Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs.

4. Effective Date. This Resolution shall take effect upon passage.

INTRODUCED, PASSED, AND ADOPTED by a vote of ___ to ___ at a regular meeting of the New Castle Town Council held on December 2, 2025.

TOWN COUNCIL OF TOWN OF
NEW CASTLE, COLORADO

Art Riddile, Mayor

ATTEST:

Mindy Andis, Town Clerk

EXHIBIT A
Legal Description

PARCEL A:

LOTS 1 AND 2,
FINAL PLAT OF BLOCK B1-5 VILLAS AT LAKOTA, ACCORDING TO THE PLAT
THEREOF RECORDED FEBRUARY 25, 2021 AS RECEPTION NO. 951015.

PARCEL B:

BLOCK A-1,
BLOCK A-2,
BLOCK A-3,
BLOCK A-4,
EXCEPTING THEREFROM, LOT 1, BLOCK A-4,
WHITEHORSE VILLAGE AT LAKOTA CANYON RANCH, PHASE 2, ACCORDING
TO THE PLAT THEREOF RECORDED JANUARY 5, 2009 AT RECEPTION NO.
760970;

BLOCK A-7,
BLOCK A-8,
BLOCK B1-1,
BLOCK B1-2,
BLOCK B1-3,
BLOCK B1-4,
THE PROPERTY DESCRIBED AND DEPICTED AS ROUNDUP DRIVE,
WHITEHORSE VILLAGE AT LAKOTA CANYON PHASE 2, ACCORDING TO THE
PLAT THERE OF RECORDED JANUARY 3, 2008, UNDER RECEPTION NO. 740491.

COUNTY OF GARFIELD, STATE OF COLORADO

EXHIBIT B
Subdivision Improvements Agreement

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR LAKOTA CANYON RANCH, WHITEHORSE VILLAGE AT LAKOTA
PHASE 2**

THIS SUBDIVISION IMPROVEMENTS AGREEMENT FOR LAKOTA CANYON RANCH, WHITEHORSE VILLAGE AT LAKOTA, PHASE 2 (hereinafter “SIA” or “Agreement”) is made this ____ day of _____, 2025, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality (hereinafter the “Town”), and SC ROUNDUP, LLC, a Colorado limited liability company (hereinafter “Developer”):

W I T N E S S E T H:

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

WHEREAS, the Property constitutes Phase 2 of Whitehorse Village at Lakota, Lakota Canyon Ranch PUD (“Phase 2”), which filing was approved by Ordinance No. 2007-9 recorded at Reception No. 740489, and which approvals were amended by Resolution PZ 2011-4 and Resolution PZ 2025-4 (collectively, the “Phase 2 Approvals”); and

WHEREAS, Developer submitted a multiple lot line adjustment application for Blocks A-2, A-3, A-4, and A-8 (the “Amended Block Plat”) that was approved by Resolution PZ 2025-4; and

WHEREAS, in accordance with the Phase 2 Approvals, Developer intends to subdivide the Property into 43 lots for the development of up to 43 single-family dwellings; and

WHEREAS, in accordance with the Phase 2 Approvals, the blocks within the Property may be further subdivided into individual lots by Detailed Final Plats to be approved administratively; and

WHEREAS, a prior developer of Phase 2 entered into a Subdivision Improvements Agreement with the Town that was recorded along with Ordinance No. 2007-9 and was amended by the first amendment recorded at reception no. 765348; and

WHEREAS, the public improvements required under the prior subdivision improvements agreement were completed, and new public improvements are required to develop the Property, which comprises the balance of Phase 2; and

WHEREAS, at its regular meeting held on December 2, 2025, Town Council approved this SIA; and

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

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

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

2. Purpose. The purpose of this SIA is to set forth the terms and conditions to be met by the Developer in connection with development of the balance of Phase 2; to set forth the fees to be paid by the Developer in connection with the subdivision of Phase 2; and to constitute the Subdivision Improvements Agreement for the balance of Phase 2 provided for in the Phase 2 Approvals and Section 16.32.010 of the Town Code. All terms and conditions contained herein are in addition to all terms and conditions of the Phase 2 Approvals, the Town Code, and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided herein.

3. Definition of the Submittal. For purposes of this agreement, the “Submittal” or the “Application” consists of all the documents and information provided by Developer to Town staff in connection with Resolution PZ 2025-4 and prior Phase 2 Approvals.

4. Phasing and restrictions. No blocks or lots shall be sold within the undeveloped portion of Phase 2 unless and until (i) a Detailed Final Plat depicting such block or lot has been approved by the Town and recorded in the Office of the Garfield County Clerk and Recorder, and (ii) the public improvements necessary to serve the block or lot have been constructed and accepted by the Town or adequate security covering the cost of construction of the same has been provided to and accepted by the Town.

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

6. Public Improvements. The Public Improvements required by this Agreement are listed in **Exhibit B** attached hereto (the “Public Improvements”), and the estimated costs for construction of such improvements are set forth therein. All Public Improvements shall be installed and completed at the expense of the Developer. The Public Improvements shall be constructed in conformance with the plans and specifications for the same submitted by the Developer and approved in writing by the Town Engineer, the Town of New Castle Public Works Manual then in effect, and any utility plan for the Property (hereinafter collectively referred to as “Plans and Specifications”). The Developer shall install the Public Improvements in compliance with the Plans and Specifications and in accordance with the terms and provisions of this Agreement and the Town Code. To the extent that any underground public improvements are installed within easements outside the public

right-of-way, the Town shall have no duty to repair or restore sidewalks, stairs, landscaping, or other private improvements that may be damaged or removed during excavation for repair, maintenance, or replacement of such underground facilities. Maintenance of any onsite drainage easements and detention ponds shall be the responsibility of any owner's association or sub-association and not the Town; provided that if the association or sub-association fails to do so then the Town shall have the right, but not the obligation, to perform such maintenance and to charge such expenses to the association or sub-association.

7. Construction Observation and Inspection.

- A. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the Town Engineer, Public Works Director, and the Developer, its engineer and contractor for the purpose of discussing all construction issues that may arise in connection with the installation of the Public Improvements. Additionally, if Developer elects to install the Public Improvements in Phases as provided in Section 8, pre-construction meetings will be required prior to issuance of a Right-of-Way permit to discuss any conditions that may be necessary to include in such permit. Prior to the pre-construction meeting, Developer shall submit a construction phasing and management plan.
- B. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide, when improvements are submitted to the Town for acceptance, a stamped certification that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.
- C. Construction Observation by the Town. The Town shall have the right to make engineering inspections at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer shall inspect the Public Improvements on at least a weekly basis and shall provide the Town Engineer with the supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, the Developer, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work.

The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 8 and 9 below.

8. Completion of Public Improvements; Approval. The Developer may complete construction of all Public Improvements required under this Agreement (i) in a single phase or (ii) in multiple phases on a block-by-block basis. If Developer completes the Public Improvements in a single phase, the Public Improvements shall be completed within 12 months of commencement of construction of the Public Improvements. If Developer phases completion of the Improvements on a block-by-block basis, Developer shall complete the Public Improvements necessary to serve the lots to be created within each block of the Property no later than 12 months after recordation of the Detailed Final Plat for such block. The completion periods set forth in this Section 8 may be extended in writing by Town staff for a period of up to six (6) months, provided the Performance Guarantee provided pursuant to Paragraph 11 is similarly so extended by the Developer in a form approved by Town staff. Any further extension of the completion deadline must be approved by Town Council. The Developer is entitled to begin construction of the Public Improvements at any time after the Amended Block Plat or Detailed Final Block Plat, as applicable, and this SIA are recorded, the Performance Guarantee required under Paragraph 11 is provided to the Town, and all necessary permits have been obtained.

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

determined by the Town Engineer. If Developer elects to phase completion of the Public Improvements as provided above, this process shall be completed for the Public Improvements needed to serve the lots created by each Detailed Final Plat for each block within the Property and once all Public Improvements required by this Agreement are completed.

9. Town Council Acceptance; Conveyance. Within thirty (30) days of an Engineering Acceptance Date, the Developer shall execute a bill of sale conveying any portion of the Public Improvements constituting personal property to the Town, free and clear of all liens and encumbrances. The matter shall be submitted to the Town Council for final acceptance Public Improvements in accordance with the procedures set forth in Section 16.32.020 of the Town Code. As a condition precedent to Town Council's acceptance of the Public Improvements constituting real property, if any, Developer shall provide the Town with a policy of title insurance for at least \$25,000 to insure title to any real property dedicated to the Town, which shall be free and clear of any liens or encumbrances. The effective date of any resolution of acceptance under said section shall be known as the Final Acceptance Date. The Town Council may condition Final Acceptance on the provision of additional collateral from the Developer to secure warranty obligations pursuant to Section 16.32.020(B) of the Town Code, which collateral will not to exceed fifteen (15) percent of the total cost of all Public Improvements secured by this Agreement. If Developer elects to phase completion of the Public Improvements as provided in Section 8, above, the acceptance process shall be completed for the Public Improvements necessary to serve the lots created by each Detailed Final Plat for each block within the Property and once all Public Improvements required by this Agreement are completed.

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

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

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

- A. In order to secure the construction and installation of the Public Improvements above described for which the Developer is responsible, the Developer shall, prior to recording this SIA, provide the Town with an irrevocable letter of credit issued or confirmed by a commercial banking institution acceptable to the Town, which letter of credit shall be valid until

all Public Improvements required under this Agreement have been completed and accepted by and conveyed to the Town (sometimes herein, “letter of credit” or “Performance Guaranty”). If the time for completion of the Public Improvements is extended, the letter of credit shall be similarly extended. Under the terms of the letter of credit, the Town shall be allowed to present drafts and accompanying documents to the banking institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit prior to accepting it.

- B. Developer’s failure to complete the Public Improvements within the time required by this SIA shall constitute a default. If the Performance Guarantee is not sufficient to pay the actual costs to complete the Public Improvements, the Developer shall be responsible for the balance. If Developer completes the Public Improvements in phases as provided in Section 9, a portion of the Performance Guarantee may be released at the time of Final Acceptance of the Public Improvements for each Detailed Final Plat as provided herein.
- C. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth on Exhibit B attached hereto, which includes a 15% contingency. The parties agree that this amount does not necessarily reflect the Town Engineer’s estimate of what the actual cost to the Town would be if the Town were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth on Exhibit B, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- D. If the Public Improvements are completed on a block-by-block basis, Developer shall be entitled to request partial releases or reductions of the Performance Guaranty for the Public Improvements required to serve the lots created by each Detailed Final Plat at the time of Final Acceptance of those Public Improvements as provided in Section 16.32.020(A) and this Agreement.

The portion of the Performance Guaranty proposed to be released shall be an amount based on (a) the relationship between the actual and estimated costs of the portion of the Public Improvements provided on Exhibit B such that the remaining amount of the Performance Guaranty related to the then-incomplete portion of the Public Improvements is sufficient for completion of such remaining portion of the Public Improvements and (b) anticipated increases in costs of construction between the date of the release and completion of all Public Improvements required under this Agreement. For

example, if Developer has completed 50% of the work associated with the Public Improvements and actual costs for the construction of such 50% of the Improvements are 15% above the estimated cost of 50% of such Public Improvements, then it shall be assumed that the actual cost of the remaining 50% of such Public Improvements will be 15% above the estimated cost for such remaining 50%.

The amount proposed for release shall be the total amount of the Performance Guaranty associated with the Public Improvements completed in connection with the applicable Detailed Final Plat minus an amount sufficient to pay for the revised estimated completion amount for the remaining Public Improvements (as calculated based on actual costs in accordance with the preceding paragraph). In no case shall the amount released reduce the amount remaining below the then-estimated amount to complete the remaining Public Improvement(s). Notwithstanding the foregoing, the amount of the Performance Guaranty ultimately released shall be subject to review and approval by Town Council as provided in this subsection.

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

12. Intentionally Omitted.

13. Intentionally Omitted.

14. Intentionally Omitted.

15. Title Commitment. Prior to the recordation of this SIA, the Amended Block Plat and any Detailed Final Plat, the Developer shall provide the Town with an updated commitment for a title insurance policy, indicating that the Property is free and clear of all encumbrances whatsoever that would impair the use of the Property as proposed by the

Submittal. Further, said title commitment, and/or an additional title commitment, shall show that any other property to be dedicated to the Town is free and clear of all encumbrances that would make said dedications unacceptable as the Town in its reasonable discretion determines. In the event the title commitment(s) reflect encumbrances that would impair the use of the Property as proposed or that would make the public dedications unacceptable, the Town shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the Town prior to the recordation of the Amended Block Plat or any Detailed Final Plat.

16. Intentionally Omitted.

17. Tap Fees. Developer or its successor shall pay water and sewer tap fees in the amount provided in Chapter 13.20 of the Town Code, as may be amended or recodified from time to time. Tap fees shall be paid at the time Developer or its successor applies for utility service for one or more lots, *i.e.* at the time of issuance of a building permit for the construction of a residential unit.

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

19. Owners Association; Covenants. Developer shall subject all lots within Phase 2 to the covenants, conditions, and restrictions for Lakota Canyon Ranch.

20. Grading and Excavation. No grading or excavation shall occur on within Phase 2 until the Amended Block Plat has been recorded and security has been provided for all Public Improvements as required by this Agreement.

21. Maintenance of White Horse & Roundup Drive. If Developer completes the Public Improvements in phases as provided in Section 8, Developer shall obtain a Right-of-Way Permit from the Town for work done on or in White Horse Drive or Roundup Drive in connection with the Public Improvements. Developer shall not be required to pay the permit fee for each such Right of Way permit but shall be required to pay the deposit for each such permit, and the deposit will be returned in accordance with the standard terms and conditions of such permits. Until all Public Improvements required by this Agreement are completed and finally accepted by and conveyed to the Town and the final chip/seal of White Horse Drive and Roundup Drive is complete, Developer shall, at its cost and expense, (i) repair and maintain White Horse Drive and Roundup Drive in accordance with each Right-of-Way Permit issued for the Public Improvement work and (ii) repair any issues that may arise as a result of the installation of any of the Public Improvements required under this Agreement including, but not limited to, joints remaining unsealed for extended periods of time. Additionally, Developer shall add \$25,000 to the Performance Guarantee that the Town may utilize to perform Developer's maintenance obligations under this Section 21 if Developer fails to do so. Any complaints or requests for maintenance that are Developer's responsibility under this section will be directed to

Developer and addressed by Developer in a timely and workmanlike manner. Developer's failure to maintain White Horse Drive and Roundup Drive as provided in this section shall constitute a breach of this Agreement and the Town shall be entitled to all remedies available to it hereunder.

22. Intentionally Omitted.

23. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Town Code, the Town Building Code, other provisions of this Agreement, and any requirements imposed by operation of state, federal, or local law, no building permits for structures on the Property shall be issued for Phase 2 until:

- A. The Amended Block Plat, this SIA, and a Detailed Final Plat for the subject lot have been approved by Town Staff, signed by all required parties, and recorded with the office of the Garfield County Clerk and Recorder.
- B. The Performance Guarantee has been provided to the Town in accordance with this SIA.
- C. Town staff approves a construction phasing/management plan that identifies, at minimum, each of the following components:
 - 1. Traffic flow for construction equipment as each phase is completed;
 - 2. Traffic flow for pedestrians and private vehicles;
 - 3. Safety measures or procedures isolating construction from occupied units;
 - 4. Safety measures or procedures for occupants of finished units;
 - 5. Schedule submitted by Developer that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction; and
 - 6. Storage and staging areas for construction equipment and materials.
- D. All conditions and concerns identified by the Public Works Department and/or the Town Engineer have been addressed and resolved to the satisfaction of Town staff.
- E. All complete construction plans, drawings, and estimates and all other plans required under the Town Code or this Agreement, including, but not limited to, a dust and weed mitigation plan and lighting plan, and any necessary Right-of-Way Permits have been submitted to and approved by Town staff.
- F. All invoices from the Town have been paid by the Developer.
- G. All off-site easement and/or dedication conveyance documents are fully-executed and properly recorded with the Garfield County Clerk & Recorder's office.

In addition, no Certificate of Occupancy shall be issued until the Town Engineer has determined that the subject lot has adequate access and that all water and sewer utility improvements serving the lot seeking a Certificate of Occupancy has been completed and accepted by the Town.

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

25. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Developer and the Town. Developer agrees that all terms and conditions of this Agreement, including, specifically, the payment of all fees, and the completion and satisfaction of all terms and conditions of hereof are agreed to and constitute the voluntary actions of the Developer.

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

- A. Refusing to issue to Developer or its successor any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;
- B. Recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on the Property until the default has been cured. An affidavit signed by the Town Administrator or his designee and approved by the Town Council stating that the default has been cured shall remove this restriction;
- C. A demand that the security given for the completion of the Public Improvements be paid or honored;

- D. The refusal to consider further development plans within the Property;
and/or
- E. Any other remedy available at law.

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

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

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

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

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

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

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

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

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

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

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

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

38. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. A courtesy copy may also be sent by e-mail. All notices so given shall be considered effective three (3) mail delivery days after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

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

With a copy to:

David H. McConaughy, Esq.
Garfield & Hecht, P.C.

910 Grand Avenue, Suite 201
Glenwood Springs, CO 81601
Phone (970) 947-1936; Fax (970) 947-1937
Email: dmcconaughey@garfieldhecht.com

Notice to Developer:

SC Roundup, LLC
115 Boomerang Rd. Unit 5201B
Aspen, CO 81611
Email: luke.gosda@sunriseco.com

WHEREFORE, the parties hereto have this Agreement on the day and year first written above.

TOWN OF NEW CASTLE, COLORADO

By _____
Art Riddile, Mayor

ATTEST:

Mindy Andis, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged and signed before me this ____ day of _____, 2025, by Art Riddile, as Mayor, for the Town of New Castle, Colorado.

WITNESS my hand and official seal.

My Commission expires:_____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged and signed before me this ____ day of _____, 2025, by Mindy Andis, as Clerk, for the Town of New Castle, Colorado.

WITNESS my hand and official seal.

My Commission expires:_____

Notary Public

SC Roundup, LLC, a Colorado limited liability company

BY: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged and signed before me this ____ day of _____, 2025, by _____ as _____ of SC Roundup, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

EXHIBIT A
Legal Description

PARCEL A:

LOTS 1 AND 2,
FINAL PLAT OF BLOCK B1-5 VILLAS AT LAKOTA, ACCORDING TO THE PLAT
THEREOF RECORDED FEBRUARY 25, 2021 AS RECEPTION NO. 951015.

PARCEL B:

BLOCK A-1,
BLOCK A-2,
BLOCK A-3,
BLOCK A-4,
EXCEPTING THEREFROM, LOT 1, BLOCK A-4,
WHITEHORSE VILLAGE AT LAKOTA CANYON RANCH, PHASE 2, ACCORDING
TO THE PLAT THEREOF RECORDED JANUARY 5, 2009 AT RECEPTION NO.
760970;

BLOCK A-7,
BLOCK A-8,
BLOCK B1-1,
BLOCK B1-2,
BLOCK B1-3,
BLOCK B1-4,
THE PROPERTY DESCRIBED AND DEPICTED AS ROUNDUP DRIVE,
WHITEHORSE VILLAGE AT LAKOTA CANYON PHASE 2, ACCORDING TO THE
PLAT THERE OF RECORDED JANUARY 3, 2008, UNDER RECEPTION NO. 740491.

COUNTY OF GARFIELD, STATE OF COLORADO.

EXHIBIT B
Cost Estimate

LAKOTA CANYON RANCH LOTS UTILITY IMPROVEMENTS AND STREET CUTS

	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
WATER & SEWER SERVICE INSTALLATION					
GENERAL:					
G1	MOBILIZATION 5%	JOB	LS	\$ 10,920	\$ 10,920
G2	TRAFFIC CONTROL	JOB	LS	\$ 1,500	\$ 1,500
					\$ 12,420
STREET AND SIDEWALK IMPROVEMENTS:					
S1	ASPHALT PATCH	878	SY	\$ 50	\$ 43,900
S2	REMOVE AND REPLACE CURB	410	LF	\$ 45	\$ 18,450
S3	REMOVE AND RELPACE 6IN THICK SIDEWALK	1710	SF	\$ 10	\$ 17,100
S4	CHIP SEAL	1954	SY	\$ 10	\$ 19,538
					\$ 98,988
UTILITY IMPROVEMENTS:					
U1	INSTALL 1" WATER SERVICE WITH CURB STOP (14 EACH)	369	LF	\$ 90	\$ 33,210
U2	INSTALL 4" SEWER SERVICE (22 EACH)	597	LF	\$ 100	\$ 59,700
					\$ 92,910
MAINTENANCE					
M1	ASPHALT PATCHING	JOB	LS	\$ 25,000	\$ 25,000
					\$ 25,000
SUBTOTAL					\$ 229,318
CONTINGENCY 15%					\$ 34,398
TOTAL					\$ 263,716



NOTE: This opinion of probable cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluxuations.

**TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. 2025-2**

An Ordinance of the Town of New Castle, Colorado summarizing additional expenditures for the General Fund, Utility Fund, Conservation Trust Fund and Cemetery Fund, and adopting a supplemental budget for the Town of New Castle, Colorado, for the calendar year beginning on the first day of January, 2025 and ending on the last day of December, 2025.

WHEREAS, on December 5, 2023, the Town Council of the Town of New Castle adopted Resolution No. TC-2024-24, approving a budget for the calendar year beginning on the first day of January 2025, and ending on the last day of December 2025; and

WHEREAS, pursuant to the Home Rule Charter of the Town of New Castle, the Town Administrator has certified that during 2025, there became available for appropriation revenues in excess of those estimated in the 2025 budget, as indicated on Exhibit A attached to and incorporated by reference into this ordinance; and

WHEREAS, the Town Administrator and the Town Finance Director/Treasurer have prepared and submitted a proposed supplemental budget for the 2025 calendar year to the Council for its consideration; and

WHEREAS, on December 2, 2025, the Council held a public hearing on the proposed supplemental budget, after publication in accordance with the Charter of notice of such public hearing and notice that the proposed budget was on file for public inspection in the office of the Town Clerk; and

WHEREAS, after the public hearing, the Council gave due consideration to the input of the public and any issues raised at the hearing; and

WHEREAS, the Council desires to adopt the supplemental budget, as amended in accordance with discussion at the public hearing; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance as required by law.

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

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

2. Estimated additional expenditures for each fund are as follows:

General Fund	\$201,049
Utility Fund	\$0
Conservation Trust Fund	\$0
Cemetery Fund	\$0

3. The supplemental budget as submitted, amended, and summarized in this ordinance by fund, is approved and adopted as the supplemental budget of the Town of New Castle for the year stated above.

4. The supplemental budget approved and adopted at public meeting by a majority vote of the Town Council, as required by law, shall be signed by the Mayor and the Town Clerk and made a part of the public records of the Town of New Castle.

INTRODUCED on December 2, 2025, 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 December 16, 2025, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO

Attest:

By: _____
Mayor Art Riddile

Town Clerk Mindy Andis, CMC



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 & Council
From: Paul Smith
Re: Discuss three new provisions to Title 15 of the Town Code concerning construction requirements.
Date: 11/18/25
Purpose:

In its ongoing efforts to implement the latest in building science and best practices, the Building Department is exploring three code changes for 2026. Together these changes will serve to improve life safety and employ construction efficiencies. The proposed updates are as follows:

- 1. Wildland/Urban Interface Code (WUI):** The unease with encroachment of new structures into surrounding wildland areas prompted Council, in 2023, to approve ordinance TC 2023-7 adopting the 2021 International Code Council's (ICC) WUI code with amendments. The goal of the adoption was to promote structure "hardening" or resiliency to wildfire events. Among the various WUI requirements, the Town amended the provision for ignition resistance of external materials (e.g. siding, decks, and eaves) by reducing the flame spread requirement from Class A to Class B. The reduction was intended to allow owners time to acclimate to the demands of sourcing compliant materials while budgeting for the new reality.

Since that time, Staff is convinced that the time has come to reconsider the Class B amendment. There are at least three reasons for this:

- Class A materials have become increasingly more available as manufacturers and vendors rise to meet demand.
- With the State of Colorado's adoption of SB 23-166, all jurisdictions will be expected to adopt the state's Colorado Wildfire Resiliency Code. The state code requires Class A ignition resistance for all new structures and portions of alterations to existing structures within a medium to high hazard classification.
- Land use approvals of new developments such as 9 N Wild Horse and the issuance of permits for Filing 6B at the upper reaches of Deer Valley Dr – all at or in significantly hazardous wildfire areas – is making it more imperative to promote the most effective means of ignition resistance.

Initially, Staff was inclined to simply adopt the state standards. However, the state's current hazard classification for New Castle (low-to-medium) does not align with the opinion of CRFR (medium-to-high). The Town must appeal this classification with the state (a procedure it will

eventually pursue) if it believes the higher hazard classification is more representative of the Town. This appeal, however, can be time consuming and risks new construction in high hazard areas with only Class B materials. Therefore, to get ahead of new development in 2026, Staff is requesting that Council repeal the Class B amendment which currently reads as follows:

Subsection 503.2 #1.1 is hereby deleted and replaced by the following text:

1.1 Flame Spread. Materials shall exhibit a flame spread index not exceeding 75 (Class B).

The proposed revision shall read as follows:

Subsection 503.2 #1.1 of the 2021 International Code Council's Wildland Urban Interface Code as amended by Ordinance TC 2023-7 is hereby repealed.



Class A/Class B Comparison

- 2. Requirements for Energy Recovery Ventilators (ERV):** With the adoption of the 2021 International Energy Code, new homes and commercial structures are now expected to be significantly more resistant to air leakage so to reduce energy consumption and costs. However, tighter structures complicate ways to eliminate moisture and air contaminants. To address this problem, codes require “whole-house ventilation”, which essentially is a mechanical exhaust system that replaces a home’s bad air with good air. Bathroom fans, range exhaust fans (i.e. hoods), and furnace supply ducts have been used for this purpose to varying degrees of success. Though the code allows these methods, Staff has found their application to often be poorly implemented and at times ineffective. Additionally, Staff is routinely enlisted to problem solve alternatives or fixes for these systems and sometimes blamed when they are unsuccessful.

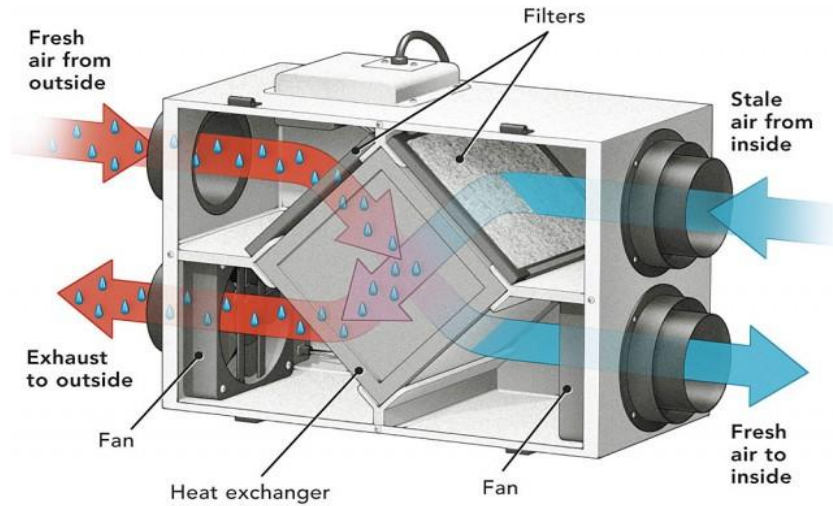
Staff is therefore asking Council’s consideration of better technology, namely ERV’s, which are considerably more effective and efficient means of whole-house ventilation. ERV’s not only replace the bad air with the good air, they also recover a significant portion of the conditioned air temperature (see ERV image) that would otherwise be lost using other methods.

Staff is requesting Council’s consideration for adding the following amendment to Section 15.22.020 of the Municipal Code:

Section R403.6.1 is hereby amended to read as follows:

Section R403.6.1 Heat or energy recovery ventilation. Dwelling units shall be provided with a heat recovery or energy recovery ventilation system in Climate Zones 6, 7, and 8. The system shall be balanced with a minimum sensible heater recovery efficiency of 65 percent at 32°F (0°C) at a flow

greater than or equal to the design airflow.



Typical ERV Design

- 3. Requirements for the design of party walls and townhouse separation walls:** Structures such as townhomes, duplexes, condominium properties, or adjoining commercial properties in close proximity to a lot line are required by building codes to create fire separation with the installation of rated wall assemblies. A rated wall assembly typically has a 1 hour to 2 hour (sometimes more) resistance to fire spread. These assemblies are allowed to be built with various materials and methods as tested and approved by certified agencies. Most of the time those separation walls are built with gypsum products because of availability and costs.

In New Castle, a vast majority of separation walls are built using conventional 4'x8' sheets of drywall on both sides of a shared wall between two townhomes (see image below). Though these assemblies are allowed by code the construction of these walls in the field is quite complex and inevitably leads to compromises. When the walls between units are vertically displaced, for example, the displacement makes it cumbersome (and at times impossible) to sufficiently seal the horizontal seams when the upper level walls are stacked on top of the lower level walls. Therefore, Staff is proposing an amendment to the code that requires separation walls to be built as "shaftwall" assemblies (see images next page). Shaftwalls are assembled by friction fitting sections of gypsum panels to metal tracks. All of this is accomplished on one side of the assembly so wall steps or obstructions on the opposite side of the wall do not compromise the integrity of the fire rating.



Staff is requesting Council's consideration of the amendments to the municipal code below.

Section 15.08.020 related to the IBC (i.e. apartments and condos):

Section 706.1.1 is hereby amended to read as follows:

Section 706.1.1 Party Walls. Any wall located on a lot line between adjacent buildings, which is used or adapted for joint service between the two buildings, shall be constructed as a fire wall in accordance with Section 706. Party walls shall be constructed without openings and shall create separate buildings. Such walls shall be constructed of an approved shaftwall-type assembly unless otherwise approved by the Building Official.

Sections 15.10.020 related to the IRC (i.e. townhomes):

Section R302.2 is hereby amended to read as follows:

Section R302.2 Townhouses. Walls separating townhouse units shall be constructed in accordance with Section R302.2.1 or R302.2.2 and shall comply with Sections 302.2.3 through 302.2.5. Such walls shall be constructed of an approved shaftwall-type assembly unless otherwise approved by the Building Official.



**TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. TC 2025-3**

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL AMENDING
CERTAIN PROVISIONS OF TITLE 15 OF THE TOWN MUNICIPAL CODE
AND THE BUILDING CODES ADOPTED BY REFERENCE THEREIN.

WHEREAS, pursuant to Article IV of the Charter of the Town of New Castle (“Town”) and C.R.S. § 31-16-202, the Town is authorized to adopt codes by reference; and

WHEREAS, by Ordinance TC 2023-7 and 2023-10, the Town has adopted by reference the 2021 editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Fuel Gas Code, the International Plumbing Code, the International Existing Building Code, the International Fire Code, International Wildland Urban Interface Code, and the International Energy Conservation Code (collectively, the “ICodes”); the version of the National Electrical Code enforced by the State of Colorado; and the Colorado Model Electric and Solar Ready Code, all subject to subject to the amendments set forth in Title 15 of the Town of New Castle Municipal Code (the “Code”); and

WHEREAS, since Town Council adopted Ordinance TC 2023-10, Town staff has identified the need for additional amendments to the ICodes to further the Town’s ongoing efforts to implement the latest in building science and best practices; and

WHEREAS, Town Council now desires to amend Title 15 of the Code to amend provisions of certain of the ICodes as set forth herein.

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

Section 1. Recitals. The foregoing Recitals are incorporated as findings of the Town Council.

Section 2. Code Amendment. Chapters 15.08, 15.10, 15.22, and 15.25 are amended as set forth below, with removed language ~~stricken~~ and added language in **bold** and *italics*. Those provisions of Title 15 not expressly addressed in this Ordinance shall remain unchanged and in full force and effect.

A. Section 15.08.020 of the Coded is amended to add the following language:

Section 706.1.1 is hereby amended to read as follows:

Section 706.1.1 Party Walls. Any wall located on a lot line between adjacent buildings, which is used or adapted for joint service between the two buildings, shall be constructed as a fire wall in accordance with Section 706. Party walls shall be constructed without openings and shall create separate buildings. Such walls shall be constructed of an approved shaftwall-type assembly unless otherwise approved by the Building Official.

B. Section 15.22.020 of the Coded is amended to add the following language:

Section R302.2 is hereby amended to read as follows:

Section R302.2 Townhouses. Walls separating townhouse units shall be constructed in accordance with Section R302.2.1 or R302.2.2 and shall comply with Sections 302.2.3 through 302.2.5. Such walls shall be constructed of an approved shaftwall-type assembly unless otherwise approved by the Building Official.

C. Section 15.22.020 of the Coded is amended to add the following language:

Section R403.6.1 is hereby amended to read as follows:

Section R403.6.1 Heat or energy recovery ventilation. Dwelling units shall be provided with a heat recovery or energy recovery ventilation system in Climate Zones 6, 7, and 8. The system shall be balanced with a minimum sensible heater recovery efficiency of 65 percent at 32°F (0°C) at a flow greater than or equal to the design airflow.

D. Section 15.25.020 of the Code is amended to delete the following language in its entirety:

~~“Subsection 503.2 #1.1 is hereby deleted and replaced by the following text: 1.1 Flame Spread. Materials shall exhibit a flame spread index not exceeding 75 (Class B).”~~

Section 3. Severability. Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.

Section 6. Effective Date. This Ordinance shall be effective fourteen days after final publication pursuant to section 4.3 of the Town Charter.

INTRODUCED on December 2, 2025, 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 December 16, 2025, read by title and number, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO
TOWN COUNCIL

By: _____
Art Riddile, Mayor

ATTEST:

Mindy Andis, Town Clerk

MEMORANDUM

To: New Castle Council

From: Garfield & Hecht, P.C.

Date: December 11, 2025

RE: HB25-1295 and Town of New Castle's food truck regulations

As Town Council will recall, on August 5, 2025, Town Council conducted a work session to review policies and regulations other jurisdictions typically impose on food trucks to evaluate if there was a need for New Castle to adjust its regulations. Council also discussed House Bill 25-1295 ("HB25-1295"). In this bill, the legislature found that requiring food trucks to obtain separate permits and licenses to operate in multiple jurisdictions imposed a significant burden on those businesses, so it created a statewide reciprocity standard for certain permits and licenses that all food trucks are required to obtain.

There were three take-aways from Council's work session. First, Council thought it was important to differentiate between temporary food trucks and those that are semi-permanent. That is, temporary food trucks should not have to go through the CUP process, but the Code isn't clear on that point. Second, while HB25-1295 does not require the Town to make any changes to the Code, it does provide a definition and terminology for "food trucks" and a clear source of permitting requirements that would be helpful to incorporate into the Code. Finally, while Council discussed several policies and topics surrounding food truck regulation (e.g., setbacks, operating hours, noise/trash standards, etc.), the consensus was not to put these regulations into the Code but, rather, to either develop a set of guidelines or continue to address these issues on a case-by-case basis through the CUP process.

We have prepared certain amendments to Title 17 to address the feedback discussed above. Those amendments are reflected in Ordinance TC 2025-4 and were brought to the Planning & Zoning Commission at its December 10th meeting. The Commission recommended approval of the amendments. After discussion, the Commission also came to the consensus that it was best, at least for now, to continue to evaluate food truck conditional use permit applications on a case-by-case basis instead of developing a set of food truck guidelines. Doing so will allow the Commission and Council to consider the unique circumstances of each property where a food truck proposes to locate, which is consistent with the purpose the conditional use process aims to serve.

We look forward to discussing the Ordinance with Council on December 16th.

**TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. TC 2025-4**

**AN ORDINANCE OF THE TOWN OF NEW CASTLE TOWN COUNCIL AMENDING
PROVISIONS OF TITLE 17 OF THE TOWN MUNICIPAL CODE CONCERNING FOOD
TRUCKS**

WHEREAS, Chapter 17.36 of the Town of New Castle Municipal Code (“Code”) establishes the use, dimensional, and other zoning regulations for the C-1 commercial zone district; and

WHEREAS, “mobile vending carts or stands,” commonly known as food trucks, are among the listed conditional uses in the C-1 district; and

WHEREAS, interest in both temporary and semi-permanent “food trucks” within the Town has increased, and the Colorado General Assembly has enacted new legislation concerning food truck permitting; and

WHEREAS, the Code does not currently differentiate between food trucks that will be used on a temporary vs. semi-permanent basis, and Town Council has recommended that the Code be updated to clarify what permitting process applies to temporary vs. semi-permanent food trucks; and

WHEREAS, in accordance with Section 17.92.030(B) of the Code, the Planning & Zoning Commission held a public hearing on December 10, 2025, to consider whether the Code should be amended to address recent state law changes concerning food trucks and to clarify the land use procedures applicable to food trucks and recommend that such Changes be made; and

WHEREAS, Town Council now desires to amend Chapters 17.04 and 17.36 of the Code as set forth in this Ordinance, finding that doing so would promote the health, safety, and welfare of the citizens of the Town.

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

1. Recitals. The foregoing recitals are incorporated by reference herein as findings and determinations of Town Council.
2. Amendments. Chapters 17.04 and 17.36 of the Code are hereby amended as set forth below, with added language in **bold** and *italics*. Except as expressly amended hereby, the Code shall remain unchanged and in full force and effect.

17.04.050 – Definitions

“Mobile food establishment” means a retail food establishment that (a) is operated from a movable, motor-driven, or propelled vehicle, portable structure, or watercraft; (b) can change location; and (c) is intended to physically report to and operate from a commissary kitchen for servicing, restocking, and maintenance.

17.36.050 – Conditional Uses

...
B.

...

16. Mobile vending carts or stands *and mobile food establishments that will remain on and operate from the same lot or parcel for more than fourteen (14) days in any three hundred sixty-five day period.*

D. Mobile vending carts or stands and mobile food establishments that will operate from one or more locations for fourteen (14) days or less at any one time shall not be required to obtain a conditional use permit but must obtain a special event license as set forth in Section 5.04.050 for each operating event. Any mobile food establishment, whether operating under a conditional use permit or special event permit, shall be subject to the requirements of C.R.S. §§ 29-11.6-101, et seq., and any mobile food establishment guidelines that may be adopted by the Town, as either may be in effect from time to time.

3. 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.

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

INTRODUCED on December 16, 2025, 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 January 6, 2026, read by title and number, passed, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO,
TOWN COUNCIL

By: _____
Art Riddile, Mayor

ATTEST:

Mindy Andis, Town Clerk

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2025-24**

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A
MEMORANDUM OF UNDERSTANDING WITH GARFIELD COUNTY OLDER
ADULT PROGRAMS.

WHEREAS, the Garfield County Older Adult Program provides transportation (the “Traveler”) and nutrition (congregate meals); and

WHEREAS, the Town of New Castle (“Town”) benefits from said services/program/resources to support New Castle’s senior population; and

WHEREAS, the Town Council finds that entering into the Memorandum of Understanding (“MOU”) attached hereto as Exhibit “A” will further the Town’s goals and is in the Town’s best interest.

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

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Council.
2. Adoption. Pursuant to Section 14.4 of the Town Charter, the MOU attached hereto as Exhibit A is hereby adopted by the Council, and the Mayor is authorized to execute the same.

INTRODUCED, PASSED, AND ADOPTED by a vote of ___ to ___ at a regular meeting of the New Castle Town Council held on December 16, 2025.

TOWN COUNCIL OF TOWN OF
NEW CASTLE, COLORADO

Mayor Art Riddle

ATTEST:

Town Clerk Mindy Andis, CMC

**7-PARTY MEMORANDUM OF UNDERSTANDING
REGARDING GARFIELD COUNTY OLDER ADULT PROGRAMS
FOR 2026**

This Memorandum of Understanding is entered into between:

The Garfield County Board of County Commissioners, (" BOCC")

The City of Rifle, Colorado,

The City of Glenwood Springs, Colorado,

The Town of Carbondale, Colorado,

The Town of New Castle, Colorado,

The Town of Silt, Colorado,

Roaring Fork Transportation Authority, (" RFTA")

(collectively, the "7-Parties") in order to set forth the terms and conditions of their cooperative provision, administration, and funding of a county-wide meal and transportation services for the Garfield County Older Adult Programs for calendar year 2026 (the "MOU"). This MOU is effective as of January 1, 2026, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration, and funding of meal and transportation services to senior and disabled citizens of Garfield County ("the 9-Party MOU"). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party's annual commitment to share the administrative and operational costs of the Older Adult Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the "MOU").
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Older Adult Programs in 2017. In 2017, it was determined that Colorado Mountain College no longer needs to be part of the MOU beginning 2019.

- E. Each of the remaining Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2026 in accordance with the original 9-Party MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Older Adult Programs for calendar year 2026.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2026, regardless of the dates signed and shall terminate on December 31, 2026.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Older Adult Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior and disabled citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC and Municipalities agree that Older Adult Program meals will be provided at seven (7) locations throughout Garfield County on the days and times, and further agree that the costs to provide such services will be allocated among them as follows:
 - a. Cost Methodology - Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2026.
 - b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2024 and June 2025 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.

- c. Application of Cost Methodology to the 2026 Budget: As illustrated in **Attachment A**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2026 is **\$646,892.00**. The BOCC's 40% share of that amount equals **\$ 258,757.00**. Anticipated grant and program funding income for 2026 is **\$199,374.00**. The remaining balance is **\$188,761.00**.

Municipality	Number of Meals	Percent of Total	Amount Due
Carbondale	1,658	9.70%	\$18,306
Glenwood Springs	5,539	32.40%	\$61,157
New Castle	1,029	6.02%	\$11,361
Silt	1,681	9.83%	\$18,560
Rifle	7,189	42.05%	\$79,376
TOTAL	17,096	100.00%	\$188,761

6. Transportation Services. The BOCC, RFTA and Municipalities agree that Senior and Disabled transportation services funded by this Agreement are wheelchair accessible, curb to curb, driver assisted transportation services to assessed Garfield County residents who have difficulty utilizing public transportation and have an assessed functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA's boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(f) as required to comply with this IGA. Riders must make reservations by 3:00 pm the previous business day. Reservations are a first-come, first-served system. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology.

7. Definitions:

- a. Initial Pickup Location: The initial pickup location for cost allocation purposes is the Municipality in which the first leg of a passenger's trip occurs, whether it is a round trip, a one-way trip, or a multi-legged trip. For example, if a passenger is picked up in municipality A to be transported to Municipality B and is later picked up in Municipality B for a return ride to Municipality A, the initial pickup location for cost allocation purposes is Municipality A for both trip legs.
- b. One-Way Passenger Trips: This represents vehicles transporting passengers one way from their origins to their destinations on any leg of their trips. This does not mean round trips or vehicle trips, since more than one passenger can be riding on a vehicle at the same time resulting in "X" number of one-way passenger trips.

- c. Loaded Miles: Loaded miles are the total distance driven while a passenger is in the vehicle.
- d. Loaded Minutes: Loaded minutes are the total duration of time while a passenger is in the vehicle.

8. Cost Methodology – Transportation

- a. The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted net County and RFTA expenses to provide Traveler Services in 2026. The remaining fifty percent is paid for by grant and program funding, a refund of 2021 excess revenue and allocated payments from the Municipalities based upon the fully allocated cost of providing services. Costs will be allocated to the Parties based on the total number of trips provided in each Jurisdiction, and total estimated Loaded Miles, and total estimated Loaded Minutes consumed by each Jurisdiction/Municipality. Costs will be considered allocable to a Jurisdiction/Municipality based upon the Initial Pickup Location as defined in Paragraph 7.a. herein, regardless of the number of trip legs or Jurisdictions/Municipalities visited by the passenger.
- b. RFTA agrees to be responsible for the fully allocated net cost of the Traveler transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle.
- c. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated net cost of Traveler transportation services allocable to their municipalities.
- d. The BOCC agrees to be responsible for any remaining Traveler transportation service costs, including any shortfalls in anticipated grant and program funding income.

9. 2026 Budgeted Contributions: As illustrated in Attachment B, the total budgeted cost to provide Senior and Disabled Transportation Services in 2026 is **\$848,074.00**. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of **\$20,651.00** and **\$857,423.00**, respectively. This cost less the amount of **\$30,000.00** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU, equals the net total County and RFTA expense for the Traveler transportation services in 2026 of **\$848,074.00**.

The BOCC's 50% share of this amount equals **\$424,037.00**. Anticipated grant and program funding income for 2026 is **\$69,500.00**. The total amount of the contribution from the County, including grants, program income is **\$493,537.00**. Subject to the recommendation of the Senior Advisory Board and the approval of the BOCC, any year-end excess budget funds in 2022 may also be applied to the County's contribution in 2026 for the Senior and Disabled Transportation Services budget. However, pursuant to the provisions of paragraph 13. Annual Reconciliation and True-Up, below, after 2023 there should not be any significant excess budget revenue to apply as a refund to a subsequent year's County contribution.

10. Allocation of County Contribution and Grant and Program Income: The County’s contribution, inclusive of its 50% commitment and anticipated grant and program income, shall be allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other party’s fully allocated cost.

11. Estimated Contributions: On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the 2026 Traveler transportation services costs. The amounts shown are based on the 2026 budgeted amounts identified above and a forecast of ridership and services levels for 2026.

Jurisdiction	Est. One-Way Passenger Trips	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale*	180	2,520	5,680	\$19,988	\$9,524	\$10,464
Glenwood Springs*	4,090	10,285	60,160	\$236,782	\$112,821	\$123,961
New Castle*	800	13,115	33,860	\$109,639	\$52,240	\$57,398
Silt	105	630	1,920	\$7,441	\$3,545	\$3,895
Rifle	5,140	15,635	76,300	\$303,364	\$144,546	\$158,818
Garfield County	1,980	18,060	46,220	\$170,860	\$170,860	-
Total	12,295	60,245	224,140	\$848,074	\$493,537	\$354,537

12. Monthly Billing: RFTA will pay directly for the fully allocated net costs attributable to its member jurisdictions and each of the remaining Parties will pay the County the amount shown on their respective lines in the Chart above.

13. Annual Reconciliation & True-up: No later than February 16, 2026 RFTA will publish a reconciliation statement. Actual expenditures for the year will be allocated based on the actual trips, and estimated loaded miles and loaded minutes provided to the Parties in 2026. If the total fully allocated net costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party’s debit payment(s) to the County.

14. County Payments to RFTA for the Traveler Program. The amount to be paid by the BOCC to RFTA in 2026 for the provision of the Traveler Transportation Services contemplated by this Agreement is **Six Hundred Thirty-five Thousand, Six Hundred Dollars (\$635,600.00)**. This amount is based upon RFTA's estimated cost to provide the services in 2026 (\$857,423.00) less

amounts received by RFTA from other sources who utilize the Traveler bus system (\$30,000.00) and less the cost to provide such services to the Town of Carbondale (\$10,464.00), the City of Glenwood Springs (\$123,961.00), and the Town of New Castle (\$57,398.00), each of which is a member of RFTA. Amounts are projected and should the actual cost exceed the budgeted costs, those funds will be paid through the Restricted Fund Balance/The Traveler and reimbursed at year end by following the Annual Reconciliation and True-Up procedures described in Paragraph 13., above.

- a. RFTA's Estimated Cost: The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2026, RFTA estimates that its cost to provide these services is **\$857,423.00**.
- b. Other Traveler Services: The Parties recognize that RFTA's operation of the Traveler by means of this MOU does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **\$30,000.00** for 2026.
- c. Payment: The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of \$635,600.00 in eight (8) monthly payments of \$52,966.67 and four (4) monthly payments of \$52,966.66 for Senior and Disabled Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2026, less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.
- d. Appropriation: This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this MOU, services to residents of the failing Municipality shall end. The attached budget was adopted by the RFTA Board on December 11, 2025 and is considered final. If the actual cost of the Traveler program exceeds the amount set forth in this MOU, the additional cost will be covered through the Restricted Fund Balance/The Traveler, which would then be reimbursed at year end by following the Annual Reconciliation and True-Up Procedures described in Paragraph 13., above.
- e. Public Health Emergency Accommodations. Traveler services will be adjusted because of Governor orders or Public Health recommendations.

15. Combined Costs: The combined cost for 2026 Congregate Meal, Well and Wise, and Traveler Transportation Service are set forth on Attachment C.

16. Whole Agreement: This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

17. Amendment and Assignment. This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of all.

18. Facsimiles and Counterparts. This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

19. Authority. Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

20. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this MOU. Venue for any action instituted pursuant to this MOU shall lie in Garfield County.

21. Notice. Notices to be provided under this MOU shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale: Ryan Hyland, Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623
970-510-1207
rhyland@Carbondaleco.net

Garfield County: Sharon Longhurst-Pritt, Director
Garfield County Department of Human Services
195 West 14th Street, Building B
Rifle, CO 81650
(970) 625-8282 ext. 3265
spritt@garfield-county.com

Glenwood Springs: Steve Boyd, City Manager
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601
(970) 384-6522
steve.boyd@cogs.us

New Castle: Dave Reynolds, Town Administrator
New Castle Town Hall
450 West Main Street,
PO Box 90
New Castle, CO 81647
(970) 984-2311
dreynolds@newcastlecolorado.org

RFTA: Kurt Ravenschlag, Chief Executive Officer
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601
(970) 384-4885
kravenschlag@rfta.com

Rifle: Patrick Waller, City Manager
City of Rifle
202 Railroad Ave
P. O. Box 1980
Rifle, CO 81650
(970) 625-6266
pwaller@rifleco.org

Silt: Jim Mann, Town Administrator
Town of Silt
231 N. 7th Street, PO BOX 70
Silt, CO 81652
(970) 876-2353, ext. 813
jmann@townofsilt.org

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2026.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF
GARFIELD COUNTY, COLORADO, and
BOARD OF SOCIAL SERVICES**

Clerk to the Board

By: _____
Tom Jankovsky, Chairman

DATED: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2026.

ATTEST:

CITY OF GLENWOOD SPRINGS, COLORADO

City Clerk

By: _____
Marco Dehm, Mayor

DATED: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2026.

ATTEST:

**ROARING FORK TRANSPORTATION
AUTHORITY**

Nicole R. Schoon, Secretary to the
Board of Directors

By: _____
Greg Poschman, Chair

DATED: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2026.

ATTEST:

TOWN OF CARBONDALE, COLORADO

Town Clerk

By: _____
Ben Bohmfalk, Mayor

DATED: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2026.

ATTEST:

TOWN OF SILT, COLORADO

Town Clerk

By: _____

Keith Richel, Mayor

DATED: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2026.

ATTEST:

TOWN OF NEW CASTLE, COLORADO

Town Clerk

By: _____

Art Riddile, Mayor

DATED: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2026.

ATTEST:

CITY OF RIFLE , COLORADO

City Clerk

By: _____
Sean Strode, Mayor

DATED: _____

ATTACHMENTS TO MEMORANDUM OF UNDERSTANDING
RE: OLDER ADULT PROGRAMS

ATTACHMENT A: 2026 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

ATTACHMENT B: 2026 TRANSPORTATION BUDGET AND COST METHODOLOGY

ATTACHMENT C: 2026 CONGREGATE MEAL, WELL AND WISE, AND TRAVELER
TRANSPORTATION SERVICE

ATTACHMENT A

2026 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

Nutrition Budget	Annual
Wages	\$ 191,033
Employee Benefits	\$ 107,904
Professional Services	\$ 7,000
Professional - Other	\$ 310,780
Technical Services	\$ 100
Repair and maintenance	\$ -
Rental of Land & Buildings	\$ 1,000
Communications	\$ 1,200
Printing and Binding	\$ 150
DHS - Destruction of Records	\$ 125
Travel	\$ 300
Motor Pool Charges	\$ 11,500
Professional Affiliations	\$ -
Training	\$ 600
Office Supplies	\$ 500
Operating Supplies	\$ 10,000
Freight, postage, Delivery	\$ 2,000
Other Supplies	\$ 200
Other Supplies-NSIP	\$ 250
Copy Machine Usage	\$ 1,250
Food - non travel related	\$ 1,000
Computers & computer equipment	\$ -
Total 12 Month Budget	\$ 646,892
Less AAA funding	\$ 164,374
Less NSIP Incentives	\$ 10,000
Less Program Income	\$ 25,000
Grant & Program Income Total	\$ 199,374
40% County Share of Total Expenses	\$ 258,757
Garfield County Share	\$ 258,757
Projected Income/County Share	\$ 458,131
Income less expenses	\$ 188,761
Municipal Budget Share for Distribution	\$ 188,761

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES				2025		2024		2023	
2026	# of Meals Served	Percent of Total	Municipal Nutrition Contribution	# Meals	Contributions	# Meals	Contributions	# Meals	Contributions
Carbondale	1,658	9.70%	\$ 18,306	2,114	\$ 23,252.03	2,126	\$ 19,287.15	1,284	\$ 10,920.06
Glenwood Springs	5,539	32.40%	\$ 61,157	6,221	\$ 68,425.19	6,509	\$ 59,049.89	6,195	\$ 52,686.76
New Castle	1,029	6.02%	\$ 11,361	996	\$ 10,955.07	1,019	\$ 9,244.41	695	\$ 5,910.78
Silt	1,681	9.83%	\$ 18,560	2,052	\$ 22,570.08	2,225	\$ 20,185.28	1,761	\$ 14,976.82
Rifle	7,189	42.05%	\$ 79,376	5,545	\$ 60,989.82	5,465	\$ 49,578.68	5,924	\$ 50,381.98
Municipal Total	17,096	100.00%	\$ 188,761	17,344	\$ 186,192.20	17,344	\$ 157,345.40	15,859	\$ 134,876.40
Garfield County	4,431			5,798		5,798		5,073	
Grand Total	21,527			23,142		23,142		20,932	
Based on July 2024 - June 2025 Usage				Based on July 2023 - June 2024		Based on July 2022 - June 2023		Based on July 2021 - June 2022	

ATTACHMENT B

2026 TRANSPORTATION BUDGET AND COST METHODOLOGY

Transportation Budget	Annual
Wages	\$ 13,372
Employee Benefits	\$ 6,914
Communication	\$ 100
DHS - Destruction of Records	\$ 5
Office Supplies	\$ 100
Freight, Postage, Delivery	\$ 100
Copy Machine Usage	\$ 60
Total County Expenses	\$ 20,651
RFTA	\$ 857,423
<i>MINUS GWS Paratransit</i>	<i>\$ 30,000</i>
Total RFTA Expenses	\$ 827,423
Total Expenses	\$ 848,074
Less Program Income	\$ 5,500
Less CSBG	\$ 64,000
Total G/P Income	\$ 69,500
Less County Share	\$ 424,037
Total 50% County Share	\$ 424,037
Total Revenue	\$ 493,537
Total Expenses	\$ 848,074
Income less expenses	\$ 354,537
 Municipal Budget Share for Distribution	 \$ 354,537

2026 Traveler Forecast Service And Cost Data

A	B	C	D	E	F	G
Jurisdiction	Est. One-Way Passenger Trips	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	180	2,520	5,680	\$ 19,988	\$ 9,524	\$ 10,464
Glenwood Springs	4,090	10,285	60,160	\$ 236,782	\$ 112,821	\$ 123,961
New Castle	800	13,115	33,860	\$ 109,639	\$ 52,240	\$ 57,398
Silt	105	630	1,920	\$ 7,441	\$ 3,545	\$ 3,895
Rifle	5,140	15,635	76,300	\$ 303,364	\$ 144,546	\$ 158,818
Garfield County	1,980	18,060	46,220	\$ 170,860	\$ 170,860	\$ -
Total	12,295	60,245	224,140	\$ 848,074	\$ 493,537	\$ 354,537

ATTACHMENT C:

**2026 CONGREGATE MEAL, WELL AND WISE, AND TRAVELER
TRANSPORTATION SERVICE**

COMBINED CONTRIBUTION BREAKDOWN

Jurisdiction	2026		2026	2026	RFIA Transportation Contribution	2026		2026	2026
	Nutrition Contribution	Transportation Contribution	Well & Wise Contribution	Total Contributions		Nutrition Contribution	Transportation Contribution	Well & Wise Contribution	Net Adjusted Total
Carbondale	\$ 18,306	\$ 10,464	\$ -	\$ 28,770	\$ 10,464	\$ 18,306	\$ -	\$ -	\$ 18,306
Glenwood Springs	\$ 61,157	\$ 123,961	\$ -	\$ 185,118	\$ 123,961	\$ 61,157	\$ -	\$ -	\$ 61,157
New Castle	\$ 11,361	\$ 57,398	\$ -	\$ 68,760	\$ 57,398	\$ 11,361	\$ -	\$ -	\$ 11,361
Silt	\$ 18,560	\$ 3,895	\$ -	\$ 22,456		\$ 18,560	\$ 3,895	\$ -	\$ 22,456
Rifle	\$ 79,376	\$ 158,818	\$ -	\$ 238,194		\$ 79,376	\$ 158,818	\$ -	\$ 238,194
Garfield County	\$ 258,757	\$ 424,037	\$ -	\$ 682,794		\$ 258,757	\$ 424,037	\$ -	\$ 682,794
Totals	\$ 447,518	\$ 778,574	\$ -	\$ 1,226,092	\$ 191,823	\$ 447,518	\$ 586,751	\$ -	\$ 1,034,269

1 **New Castle Town Council Regular Meeting**
2 **Tuesday, December 2, 2025, 7:00 PM**
3

4 **Call to Order**

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

6 **Pledge of Allegiance**

7 **Roll Call**

8 Councilor Mariscal
9 Councilor Carey
10 Mayor Pro Tem Hazelton
11 Councilor Copeland
12 Councilor Leland
13 Councilor G Riddile

14
15 Absent Mayor A. Riddile
16
17
18

19 Also present at the meeting were Town Clerk Mindy Andis, Administrator Dave Reynolds,
20 Treasurer Viktoriya Ehlers (ZOOM), Town Planner Paul Smither, Town Attorney Haley
21 Carmer (ZOOM) and members of the public.
22

23 **MOTION: Mayor Pro Tem Hazelton made a motion to excuse Mayor A. Riddile's**
24 **absence. Councilor Mariscal seconded the motion, and it passed unanimously.**
25

26 **Meeting Notice**

27 Clerk Andis verified that her office gave notice of the meeting in accordance with
28 Resolution TC 2025-1.

29 **Conflicts of Interest**

30 Councilor G. Riddile said he would be recusing himself for item F.
31

32 **Agenda Changes**

33 There were no agenda changes

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

35 There were no Citizen Comments

36 **Consultant Reports**

37 Consultant Attorney – Attorney Carmer said she was present for the agenda items
38 Consultant Engineer – not present
39

40 **Items for Consideration**

41 **Consider Resolution TC2025-22 Approving a Subdivision Improvements**
42 **Agreement for Whitehorse Village at Lakota Phase 2**

43 Town Administrator Reynolds said Planner Smith and Attorney Carmer have been working
44 with applicant Luke Gosda. In front of the council is the Subdivision Improvement

Town Council Meeting
Tuesday, December 2, 2025

1 Agreement (SIA) for the property. He said an updated version was done this afternoon.
2 Administrator Reynolds said if council is fine with the changes, council can vote to approve
3 the resolution, or the council can continue the resolution until the next meeting since
4 there were last minute changes made.
5 Planner Smith said the property is a parcel in Whitehorse Village located in Lakota Canyon
6 Ranch. The parcel was originally approved as cluster lots which are 5 and 6 pack homes.
7 Prior owners have made a few amendments to create single family homes vs. the cluster
8 lots. SC Round Up have recently purchased the property to develop, and they are
9 proposing single family homes throughout the parcel. Planner Smith said the applicant did
10 meet with P&Z in October for multiple lot line adjustments which was approved. Planner
11 Smith said when the property changes from a 6 pack lots and all of the utilities are
12 installed to single family lots the utilities are not going to line up. He said the developer
13 will need to move a third to half of the utility lines to line up with the single-family homes.
14 Planner Smith explained the SIA will include the utilities adjustments and once the
15 adjustments are done. The developer will mill all the streets where the roads cuts were
16 done. Planner Smith explained the cut will create a seam into the road which water and
17 debris to get in. Before that happens, the developer will mill and chip seal or an overlay
18 with asphalt. Planner Smith said Mr. Gosda has suggested making street cuts and the
19 utility adjustments for four houses at a time. The reason for doing it this way is because
20 normally the developer would need to plat all of lots to make all of the curb cuts to place
21 all of the utilities and by doing that, that would create liability with taxes and HOA dues.
22 The developer would like to stall the expenses as long as they can. The developer would
23 like to develop a block at a time and have the SIA reflect the development. Planner Smith
24 said normally the SIA would state all the utilities get completed first and the town would
25 approve and accepted by the town, then town would maintain moving forward. Planner
26 Smith said in this case the utilities would be completed block by block process.
27 Attorney Carmer said one of the outstanding pieces of the SIA is the timeline for
28 completion. Because this is a remnant of a prior subdivision there is not much left as far
29 as public improvements. Attorney Carmer said the main water and sewer lines are done
30 the road is completed, just extending the last pieces to the lots. The developer has
31 already gone through P&Z to adjust the blocks. The developer in order to develop the
32 single family lot is to record what is referred to in the prior approval documents is detailed
33 final plats. That is how the developer would subdivide into the four single family lots.
34 Attorney Carmer explained in the SIA when the developer records one of the final detailed
35 plats they have one year to complete the public improvements associated with what is
36 required for each of the four lots. It's just an extension of the water and sewer lines. Then
37 once all of the detailed final plats are recorded, then everything will be done with each of
38 the final plats. The developer would then do the last final chip seal run on Whitehorse
39 Drive and Roundup Drive. Attorney Carmer said Round up Drive is a private road which
40 would be maintained by the HOA and Whitehorse Drive is the only town owned Right of
41 Way. Essentially the developer is phasing the last pieces of the improvements, instead of
42 breaking it up in actual phases. The developer will be building the homes and plating them
43 individually, which warrants a different phasing concept. Once the final plat is recorded
44 and the town has approved the improvements, then a portion of the security for each

1 block would be released. Attorney Carmer said in the red line of the SIA which was done
2 today articulates the structure of the phased installation of the remaining public
3 improvements to track the detailed final plating. The prior approvals do already
4 contemplate those detailed final plating processes that can be handled at the staff level.
5 However, the council would have to approve and accept the improvements and release
6 the security.

7 Planner Smith said engineering has recommended was the maintenance requirement. The
8 concern is who will be required to maintain the improvements over the length of time for
9 the development before it is accepted by the town. Planner Smith referenced section 21 in
10 the SIA: *Maintenance of White Horse Drive & Roundup Drive. Until all Public*
11 *Improvements required by this Agreement are completed and finally accepted by and*
12 *conveyed to the Town and the final chip/seal of White Horse Drive and Roundup Drive is*
13 *complete, Developer shall, at its cost and expense, (i) repair and maintain White Horse*
14 *Drive and Roundup Drive in accordance with each Right-of-Way Permit issued for work*
15 *done on or in either road in connection with the Public Improvements and (ii) repair any*
16 *issues that may arise as a result of the installation of any of the Public Improvements*
17 *required under this Agreement including, but not limited to, joints remaining unsealed for*
18 *extended periods of time. Any complaints or requests for maintenance that are*
19 *Developer's responsibility under this section will be directed to Developer and addressed*
20 *in a timely and workmanlike manner. Developer's failure to maintain White Horse Drive*
21 *and Roundup Drive as provided in this section shall constitute a breach of this Agreement*
22 *and the Town shall be entitled to all remedies available to it hereunder.*

23 Planner Smith said the town is proposing a Right-of-Way Permit for each of the blocks.
24 Having the Right-of-Way Permit would allow the applicant to upgrade the utilities for any
25 of the parcels. Normally the applicant would be required to put down a deposit and
26 retained during the duration of the work. Attorney Carmer said the challenge with the
27 longer period of time and the road is already in but there will be interim cuts. Trying to
28 make sure the interim cuts don't under mind the existing structure. Using the Right-of-
29 Way Permitting process to make sure the town has the right controls in place to make
30 sure the cuts are covered properly mitigate the impacts and if there is anything in the
31 interim that arises as a result of the work that was done, then the developer would repair
32 before the final chip seal.

33 Mr. Gosda said he doesn't disagree with the Right-of-Way Permit. However, his
34 understanding is there are certain fees and securities associated with the improvements,
35 and he has a concern about the fees and securities related to the Right-of-Way Permits.
36 The fees and securities seem to be redundant because of the securities associated with
37 the SIA. Mr. Gosda would be putting up a letter of credit for all of the improvements that
38 they are planning on making.

39 Councilor G. Riddile asked how long the project will take. Mr. Gosda said they plan on
40 starting one building a month and the build out time is roughly 10 ten months. He said
41 four to five years to build all 43 homes.

42 Councilor G. Riddile said the Right-of-Way Permit and security is for if maintenance is not
43 done and if the developer considers damages and goes over a year and maintenance is
44 not done the town could call on the letter of credit. Mr. Gosda said if he doesn't perform

1 then the town can call on the letter of credit.
2 Planner Smith said the letter of credit pertains to the town completing the utilities and
3 chip and seal. Then, anything with a Right-of-Way Permit would be maintenance, for
4 example if someone complains about washboard roads and public works department has
5 to fix, then the town would draw from the Right-of-Way deposit to maintain.
6 Attorney Carmer said there needs to be maintenance because this is a longer-term
7 project. If, the developer doesn't uphold the maintenance obligations then it would be a
8 breach of the agreement, and the town needs to have remedies to enforce the agreement.
9 Administrator Reynolds asked if the amount in the SIA would be enough to cover the town
10 for completing the work plus maintenance that would occur along the way. Attorney
11 Carmer said the cost estimate is the estimated cost of the construction of the
12 improvements. One way is if the town did need to call security for maintenance purposes
13 and there was still additional improvements to be constructed after the town had to call
14 for maintenance. Then, there would be request for additional releases on the letter of
15 credit. Currently the SIA says the town wouldn't release anything more than what was
16 needed to complete rest of the improvements.
17 Planner Smith said the Right-of-Way permit has a fee and a deposit, could that be
18 something the town could draw from. Attorney Carmer said that could be another option.
19 Attorney Carmer clarified the Right-of-Way Permit is separate from the cost estimate. The
20 cost estimate and the security is for the completion of the improvements, and the Right-
21 of-Way Permit covers more of the security for maintenance and repairs of the roadway.
22 Yancy Nichol Engineer said the road is completely done, all they will be doing is modify
23 and to do that they need to cut the pavement. Normally if you were doing one single
24 family home you would saw cut and patch it. Then, the town would either reseal or
25 overlay the road. He said the developer would come in at the end and chip seal the entire
26 road and would be substandard. Mr. Nichol said he doesn't expect maintenance on the
27 work unless the cut didn't seal correctly. He said it's an easy fix; you reseal it before you
28 put the chip seal down.

29
30 **MOTION: Councilor Leand made a motion to Continue Consider Resolution**
31 **TC2025-22 Approving a Subdivision Improvements Agreement for Whitehorse**
32 **Village at Lakota Phase 2 Until December 16, 2025. Councilor Carey seconded**
33 **the motion, and it passed unanimously.**
34

35 **PUBLIC HEARING**

36 Mayor Pro Tem Hazelton opened the public hearing at 7:32pm.

37
38 **Consider Resolution TC2025-21 A Resolution of the Town Council of the Town of**
39 **New Castle Adopting a Budget for the Town of New Castle, Colorado, for the**
40 **Fiscal Year Beginning on January 1, 2025 and Ending on December 31, 2025,**
41 **Appropriating the Amounts Specified in the Budget as Expenditures from the**
42 **Funds Indicated, Levying the Property Tax Proposed in the Budget, and**
43 **Reserving and Designating Certain Amounts in Each Fund.**

44 Treasurer Ehlers said the only change was in the General Fund from a surplus of \$13,758

1 to s surplus of \$33,033 and was due with the town received the final certification of the
2 property evaluations from Garfield County Assessor. The town ended at \$769,000 for the
3 2026 property tax revenue. The amount is bases on the Town of New Castle Mill Levy of
4 8.551 percent and the number is \$111,000 higher than 2025, and it was even higher than
5 the preliminary evaluation the town received in August 2025. The difference in the
6 projected construction increased by almost \$400,000. The other minor factor which
7 contributed to the increase of revenue was updating projections.

8 Treasurer Ehlers said the Utility Fund stayed at the surplus of \$484,000, which includes
9 the full 80 unites for the R2 Development. The CTF Funds also stay at the surplus of
10 \$161,000. However, the town has not received the fourth quarter Lottery funds. The
11 Cemetery Fund is predicted to stay at a surplus of \$111,000.

12 Councilor G. Riddile said since the surplus is a little higher than before he suggested
13 increasing the Chamber of Commerce support by \$2,000, giving the support to the
14 Chamber a total of \$7,000. Mayor Pro Tem Hazelton said he agreed since the town was
15 not a sponsor of the block party in 2026.

16
17 **MOTION: Councilor Carey made a motion to approve Resolution TC2025-21 A**
18 **Resolution of the Town Council of the Town of New Castle Adopting a Budget for**
19 **the Town of New Castle, Colorado, for the Fiscal Year Beginning on January 1,**
20 **2026 and Ending on December 31, 2026, Appropriating the Amounts Specified in**
21 **the Budget as Expenditures from the Funds Indicated, Levying the Property Tax**
22 **Proposed in the Budget, and Reserving and Designating Certain Amounts in Each**
23 **Fund. With adding and additional \$2,000 to the New Castle Chamber of**
24 **Commerce. Councilor Mariscal seconded the motion, and it passed on a roll call**
25 **vote. Councilor Mariscal: yes; Councilor Carey: yes; Mayor Pro Tem Hazelton:**
26 **yes; Councilor Copeland: yes; Councilor Leland: yes; Councilor G. Riddile: yes.**

27
28 **Consider Ordinance TC 2025-2 - An Ordinance of the Town of New Castle,**
29 **Colorado summarizing additional expenditures for the General Fund, Utility Fund,**
30 **Conservation Trust Fund and Cemetery Fund, and adopting a supplemental**
31 **budget for the Town of New Castle, Colorado, for the calendar year beginning on**
32 **the first day of January, 2024 and ending on the last day of December, 2024 (1st**
33 **reading)**

34 Treasurer Ehlers said the reason why the town has to do the supplemental budget only
35 affects the General Fund. That was due to the purchase of 335 West Main Street property,
36 the purchase amount \$190,000 and there was almost \$11,000 in asbestos treatment.
37 Because of the expenditures caused the town to go over the adopted expenditures for
38 2025.

39
40 **MOTION: Councilor G. Riddile made a motion to approve Ordinance TC 2025-2 -**
41 **An Ordinance of the Town of New Castle, Colorado summarizing additional**
42 **expenditures for the General Fund, Utility Fund, Conservation Trust Fund and**
43 **Cemetery Fund, and adopting a supplemental budget for the Town of New Castle,**
44 **Colorado, for the calendar year beginning on the first day of January, 2025 and**

1 ending on the last day of December, 2025 (1st reading). Councilor Carey
2 seconded the motion, and it passed on a roll call vote.
3 Mayor Pro Tem Hazelton: yes; Councilor G. Riddile: yes; Councilor Mariscal: yes;
4 Councilor Leland: yes; Councilor Carey: yes; Councilor Copeland: yes.

5 Mayor Pro Tem Hazelton Closed the public hearing at 7:41pm.

6
7 **Consider Ordinance TC2025-3 Amending Certain Provisions of Title 15 of the**
8 **Town Municipal Code and the Building Codes Adopted by Reference Therein (first**
9 **reading)**

10 Planner Smith said he had introduced the building code changes to the council at the
11 November 18, 2025, meeting. He reviewed the ordinance with the council.

12
13 *Section 706.1.1 is hereby amended to read as follows:*

14 **Section 706.1.1 Party Walls. Any wall located on a lot line between**
15 **adjacent buildings, which is used or adapted for joint service between the two**
16 **buildings, shall be constructed as a fire wall in accordance with Section 706.**
17 **Party walls shall be constructed without openings and shall create separate**
18 **buildings. Such walls shall be constructed of an approved shaftwall-type**
19 **assembly unless otherwise approved by the Building Official.**

20
21 *Section 15.22.020 of the Coded is amended to add the following language:*

22 **Section R302.2 is hereby amended to read as follows:**

23 **Section R302.2 Townhouses. Walls separating townhouse units shall be**
24 **constructed in accordance with Section R302.2.1 or R302.2.2 and shall comply**
25 **with Sections 302.2.3 through 302.2.5. Such walls shall be constructed of an**
26 **approved shaftwall-type assembly unless otherwise approved by the Building**
27 **Official.**

28 *Section 15.22.020 of the Coded is amended to add the following language:*

29 **Section R403.6.1 is hereby amended to read as follows:**

30 **Section R403.6.1 Heat or energy recovery ventilation. Dwelling units shall be**
31 **provided with a heat recovery or energy recovery ventilation system in Climate**
32 **Zones 6, 7, and 8. The system shall be balanced with a minimum sensible heater**
33 **recovery efficiency of 65 percent at 32°F (0°C) at a flow greater than or equal to**
34 **the design airflow.**

35 *Section 15.25.020 of the Code is amended to delete the following language in its entirety:*

36 ~~"Subsection 503.2 #1.1 is hereby deleted and replaced by the following text: 1.1 Flame~~
37 ~~Spread. Materials shall exhibit a flame spread index not exceeding 75 (Class B)."~~

38 Councilor G. Riddile asked Class A materials if just for new builds and asking for new

1 mapping from CRFR and possible insurance implications.
2 Councilor Carey said the new WUI Code will need to be adopted and implemented, asked
3 Planner Smith would be reviewing the new code and how it is going. Planner Smith said
4 he has not had the discussion yet but wanted to make the building code changes first.
5 Therefore, making these changes first would give the town time to introduce the WUI
6 Code to the residents and be able to explain it clearly.

7
8 **MOTION: Councilor G. Riddile made a motion to approve TC2025-3 Amending**
9 **Certain Provisions of Title 15 of the Town Municipal Code and the Building Codes**
10 **Adopted by Reference Therein (first reading). Councilor Carey seconded the**
11 **motion, and it passed on a roll call vote. Councilor Leland: yes; Councilor**
12 **Mariscal: yes; Councilor Copeland: yes; Councilor Carey: yes; Mayor Pro Tem**
13 **Hazelton: yes; Councilor G. Riddile: yes.**

14
15 **Consider Resolution TC 2025-23 - A Resolution of the Town Council of the Town**
16 **of New Castle Adopting a Directory of Fees and Charges for the Town**

17 Clerk Andis said there were just a few changes to the Directory of Fees and Charges. The
18 main change was the 3% increase to the utility rates across the board. There was an
19 increase to the bulk water went from \$15.20 to \$16.50/1,000 gallons. The last major
20 change was to the deposit on the bulk water meter. Currently the deposit is \$1,000, but if
21 the town has to replace the meter for some reason it costs the town \$3,500. The meter
22 gets rented out to developers if they need to do dust control. The developer or contractor
23 would connect the meter to a hydrant to pull water. The town does charge for water
24 usage.

25 Mayor Pro Tem Hazelton asked if the meter gets rented out often. Clerk Andis said it is
26 does not, the last time we had rented it was for the roundabout project.

27
28 **MOTION: Councilor G. Riddile made a motion to approve Resolution TC 2025-23 -**
29 **A Resolution of the Town Council of the Town of New Castle Adopting a Directory**
30 **of Fees and Charges for the Town. Councilor Copeland seconded the motion, and**
31 **it passed unanimously.**

32
33 Councilor G. Riddile left the meeting for the executive session.

34
35 **Executive Session (1) for the purpose of determining positions relative to**
36 **matters that may be subject to negotiations, developing strategy for**
37 **negotiations, and/or instructing negotiators under C.R.S Section 24-6-402(4)(e)**
38 **concerning the 6th Street Lot**

39 **MOTION: Councilor Leland made a Motion at 7:55pm to go into Executive Session**
40 **(1) for the purpose of determining positions relative to matters that may be**
41 **subject to negotiations, developing strategy for negotiations, and/or instructing**

1 **negotiators under C.R.S Section 24-6-402(4)(e) concerning the 6th Street Lot.**
2 **Mayor Pro Tem Hazelton seconded the motion, and it passed unanimously.**

3 Executive session concluded.

4
5 At the end of the executive session, Mayor Pro Tem Hazelton made the following
6 statement:

7
8 "The time is now 8:21p.m. and the executive session has been concluded. The
9 participants in the executive sessions were: Councilor Mariscal, Councilor Carey,
10 Councilors Copeland, Councilor Leland, Mayor Pro Tem Hazelton, Town Administrator
11 Reynolds, Town Attorney Carmer, Town Treasurer Ehlers and Town Clerk Andis. For the
12 record, if any person who participated in the executive session believes that any
13 substantial discussion of any matters not included in the motion to go into the executive
14 session occurred during the executive session, or that any improper action occurred
15 during the executive session in violation of the Open Meetings Law, I would ask that you
16 state your concerns for the record."

17 No concerns were stated.

18
19 Councilor G. Riddile return to the meeting.

20
21 **Consent Agenda**

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

25
26 November 18, 2025, minutes

27 November 2025 Bills \$904,538.92

28 Black Bear Bar & Grill Liquor License Renewal

29
30 **MOTION: Councilor G. Riddile made a motion to approve the Consent Agenda.**
31 **Mayor Pro Tem Hazelton seconded the motion, and it passed unanimously.**

32
33 **Staff Reports**

34 **Town Administrator** – Administrator Reynolds said staff had received a phone call from
35 a board member of the library asking to present an update to the town council.
36 Administrator Reynolds said on the town's website there is a Report a Concern that you
37 can email a concern, and the concern goes to Town Clerk Andis. There was a Report a
38 Concern that came in addressed to the mayor and Administrator Reynolds felt it should be
39 shared with the council in case the resident reaches out to the council individually.
40 Administrator Reynolds said the Police Chief position opening has been public for a couple
41 of weeks and the town has only received one application but will let the ad run for another
42 week. Administrator Reynolds reminded the council the employee Christmas party is a
43 week from Friday at the Red Barn in Peach Valley. Administrator Reynolds said the Tree
44 Lighting and the Chili Cook Off is Friday. He said town staff is hosting the Chamber BINGO

1 on Thursday, December 11, 2025.

2 **Town Clerk** – Clerk Andis said her office is busy preparing for the April Election. Assistant
3 Huster is in the middle of sending out renewal letters for both business license and dog
4 tags. Clerk Andis said she is getting ready to close out the year and getting ready for the
5 new year. She updated the council on the upcoming meeting.

6 **Town Treasurer** – Treasurer Ehlers said she is waiting for the last property tax before
7 she is able to report the new Mill Levy certification to the county. Treasurer Ehlers said
8 she is working on submitting the budget to the state. She said she is also working on the
9 insurance renewals for 2026.

10 **Town Planner** – not present

11 **Public Works Director** – not present

12 **Commission Reports**

13 **Planning & Zoning Commission** – Mayor A. Riddile was not present to report.

14 **Historic Preservation Commission** – have not met

15 **Climate and Environment Commission** – Councilor Leland said they had discussed
16 their mission, goals and projects. He said sometime in 2026 CEC will present to the
17 council their goals and projects. Councilor Leland asked if the town has enough reusable
18 dishes and if not there is still bag money available to purchase more if needed.

19 **Senior Program** – have not met

20 **RFTA** – Mayor A. Riddile nor Councilor Copeland was able to attend

21 **AGNC** – Mayor Pro Tem Hazelton said they discussed the 2026 budget

22 **GCE** – Councilor Leland said they approved the budget and renewed the contract with
23 CLEER. Councilor Leland said there is new information on Geothermal. He asked to make
24 sure all of the public buildings are shut down for the holidays.

25 **EAB** – Mayor A. Riddile was not present to report.

26 **POSTR** – have not met

27 **Council Comments.**

28 Councilor Carey said she had a conversation with a former mayor from another
29 municipality, and he said he was impressed with the work the town has done with such a
30 small budget and has a balanced budget.

31 Mayor Pro Tem Hazelton said the Duck Blind Tavern had their soft opening and will be
32 opening on Friday. He had asked the town to promote small businesses in town. He said
33 there is a Communication Board meeting and would like for Interim Police Chief Curry to
34 attend if he is available on Thursday, December 4, 2025.

36 **Items for Future Council Agenda**

37 Councilor Carey said the town needs to have a discussion about e-bikes.

38 Councilor Mariscal said she would like to get an update from the Downtown Group.

39 Mayor Pro Tem Hazelton would like for Interim Police Chief Curry to talk with the council
40 during a work session regarding safety.

43 **Adjourn**

1 **MOTION: Mayor Pro Tem Hazelton made a motion to adjourn.**
2 The meeting adjourned at 8:46 p.m.

3
4 Respectfully submitted,

5
6
7
8
9
10
11

Mayor Pro Tem Hazelton

Town Clerk Mindy Andis, CMC

DRAFT