

Posted: \_\_\_\_\_

Remove: \_\_\_\_\_



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

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

## **Agenda**

### **New Castle Town Council Regular Meeting Community Center 423 W. Main Street, New Castle Tuesday, January 18, 2022, 7:00 PM**

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

#### **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. Proclamation Honoring Steve Rippey (7:05 p.m.)**
- B. Garfield RE-2 Mill Levy Correction Presentation (7:20 p.m.)**
- C. Consider Approval of the Talbot Trail Agreement (7:35 p.m.)**
- D. Review: Potential Ballot Language for the Lodging Tax Issue (7:50 p.m.)**
- E. Consider Resolution TC 2022-5 - a Resolution of the New Castle Town Council Amending the Directory of Town Fees and Charges Regarding Recreational Facilities Development Fee (8:05 p.m.)**
- F. Discussion: CDOT Roundabout Funding (8:20 p.m.)**

- G. Consider Ordinance TC 2022-2 - an Ordinance of the New Castle Town Council Amending Chapter 1.20 of the Municipal Code to Comply with HB19-1148 , Regarding General Penalties (1st reading)(8:35 p.m.)**
- H. Consider Resolution TC 2022-3 - a Resolution of the New Castle Town Council Authorizing a Mail Ballot Election on April 5, 2022 and Setting Forth Other Details Relating Thereto (8:50 p.m.)**
- I. Consider Ordinance TC 2022-1 - an Ordinance of the New Castle Town Council Amending Chapter 17 of the Municipal Code to Comply with HB21-1222 Regarding Family Child Care Homes (2nd reading)(9:00 p.m.)**

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

- J. Consider Ordinance E-2022-1 - an Ordinance of the Town of New Castle Water and Sewer Enterprise Amending Chapters 13.32 & 13.36 of the New Castle Municipal Code Concerning the Regulation of Wastewater Discharge and Cross Connections (2nd reading)(9:10 p.m.)**

Adjourn the Water & Sewer Enterprise, Reconvene the Town Council Meeting

### **Consent Agenda (9:15 p.m.)**

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

[January 4, 2022 minutes](#)

[Resolution](#) TC 2021-4 - a Resolution of the New Castle Town Council Approving a Memorandum of Understanding with Garfield County Senior Programs

[K2](#) Spirits Inc. dba Spirits of New Castle Retail Liquor Store License Renewal

### **Staff Reports (9:20 p.m.)**

Town Administrator

Town Clerk

Town Treasurer

Town Planner

Public Works Director

### **Commission Reports (9:30 p.m.)**

Planning & Zoning Commission

Historic Preservation Commission

Climate and Environment Commission

Senior Program

RFTA

AGNC

GCE

EAB

### **Council Comments (9:40 p.m.)**

### **Adjourn (10:00 p.m.)**



## Proclamation

### Town of New Castle

WHEREAS, in November of 2021, Steve Rippy completed his service as Historic Preservation Commissioner; and

WHEREAS, 2021 marked the Steve's thirty-fifth year of service to the Town of New Castle; and

WHEREAS, this service began as a member of the Board of Trustees from May 1986 to May 1994, and continued as Mayor from 1994 to 2001; and

WHEREAS, as Mayor Steve lead the Town in producing and approving a Charter, which conferred Home Rule status; and

WHEREAS, after leaving elected office in 2001, Steve was hired as the Town Administrator, a position he held until 2006; and

WHEREAS, he continued serve to the Town as Community Development Director and Historical Preservation Commissioner and Chair; and

WHEREAS, Steve's interest in and knowledge of Town history is reflected in his assemblage of photographs of New Castle mayors displayed in Town Hall; his compilation of detailed records for Highland Cemetery; his regular contributions to the Facebook sites "New Castle Old Photographs and History" and "New Castle's Highland Cemetery and the History of Those Interred"; his large (and growing) collection of historic New Castle photographs; and his availability to residents with questions about Town history; and

WHEREAS, even though Councilors, Town Staff, and residents expect continuing service from Steve, his departure from HPC marks a milestone worthy of commemoration;

NOW THEREFORE, the Town Council of the Town of New Castle, along with the Historic Preservation Commission, thank Steve Rippy for his exceptional service to the Town and confer upon him the first ever title of Honorary Citizen of New Castle.

Let this Proclamation be entered into the official records of the Town

ATTEST:

\_\_\_\_\_  
Melody Harrison, Town Clerk

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



GARFIELD SCHOOL DISTRICT NO. Re-2  
*Encourage, nurture and challenge every student, every day.*

## Town of New Castle

### Mill Levy Correction

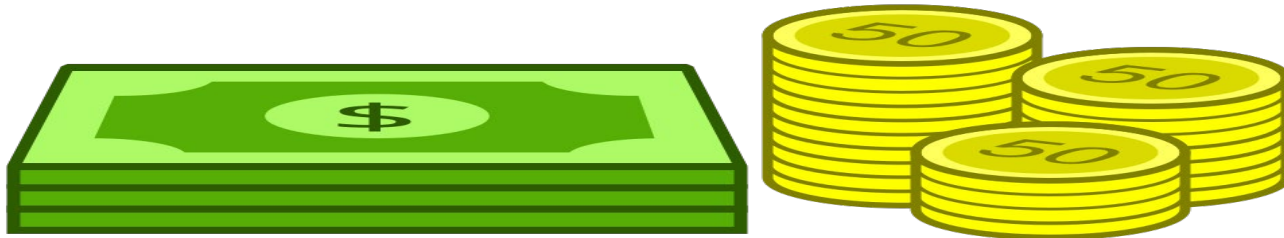
Presented by: Jeff Blanford, Theresa

Hamilton and Heather Grumley

January 18, 2021

# Summary

... school districts in Colorado, based on an interpretation of statute by CDE and others, began collecting less local property tax for education than their voters had authorized, in some cases for years. How this came to pass is a complicated story that we will try to tell succinctly. **Mill Levy Correction is a legislative and legal directive to fix this undercollection of local property taxes for education.**



# Terminology

- **Mill:** One mill is equal to one tenth of one penny or one 1/1000 of a dollar. Mills are used to calculate property taxes using a formula of mills x assessed property value = property tax. The assessed property value is the actual property value x the assessment rate. Currently, the residential assessment rate in Colorado is 7.15%.
  - If you live in an area where the total mills levied on all homes is 27 mills, and the assessed property value of your \$200,000 home is \$14,300 (7.15%), your property tax is  $.027 \times \$14,300 = \$386$ .



\$200,000

$$\begin{array}{ccccccc} \times & \text{Residential} & = & \text{Assessed} & \times & \text{Mill} & = & \text{Property} \\ & \text{Assessment} & & \text{Property} & & \text{Levy:} & & \text{Tax Bill for} \\ & \text{Rate:} & & \text{Value:} & & .027 & & \text{Education:} \\ & 7.15\% & & \$14,300 & & & & \text{\$386} \end{array}$$

- **Total Program Mill Levy:** The mill levy is the total number of mills the school district collects from local property taxpayers to fund the local share of Total Program.

# Terminology

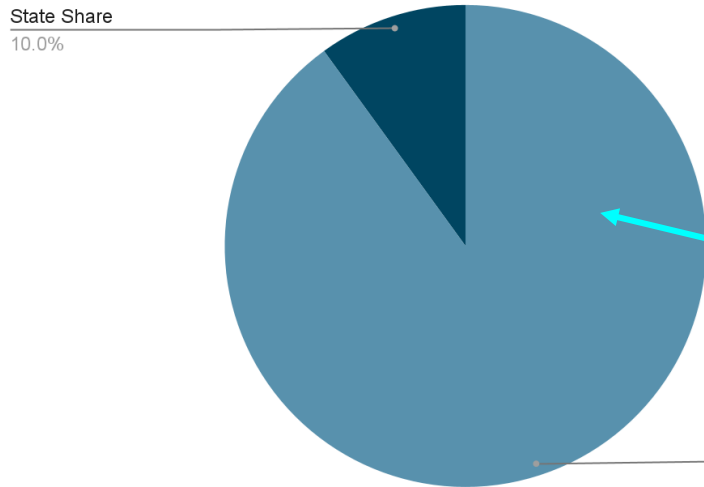
- **Assessed Valuation (AV):** The taxable portion of property value in the school district. As an index of property wealth, AV varies significantly between districts and can vary a lot from year to year (particularly for oil and gas districts).
- **Total Program:** Refers to the total amount required by the formula to fund the school district on an annual basis. Typically has two portions: *local share* (property taxes) and *state share* (state funds appropriated by the Legislature). Some districts can fully fund Total Program with only local share (property taxes).
  - Districts have different ratios of local to state share in their Total Program. Some are totally funded by local share; others receive most revenue from state share. The ratio depends on multiple factors, including the district's Assessed Valuation.
  - Districts may have Mill Levy Overrides and/or bonds that allow them to collect property taxes above and beyond the amount required for Total Program.

# Example

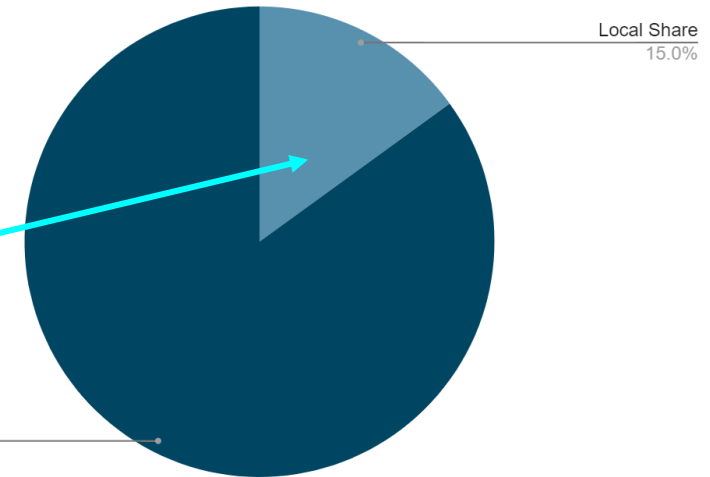
**District A** includes a large, active mine. The district's Assessed Valuation is very high.

**District B** is a district without a lot of industry. The district's Assessed Valuation is very low.

District A: Total Program



District B: Total Program

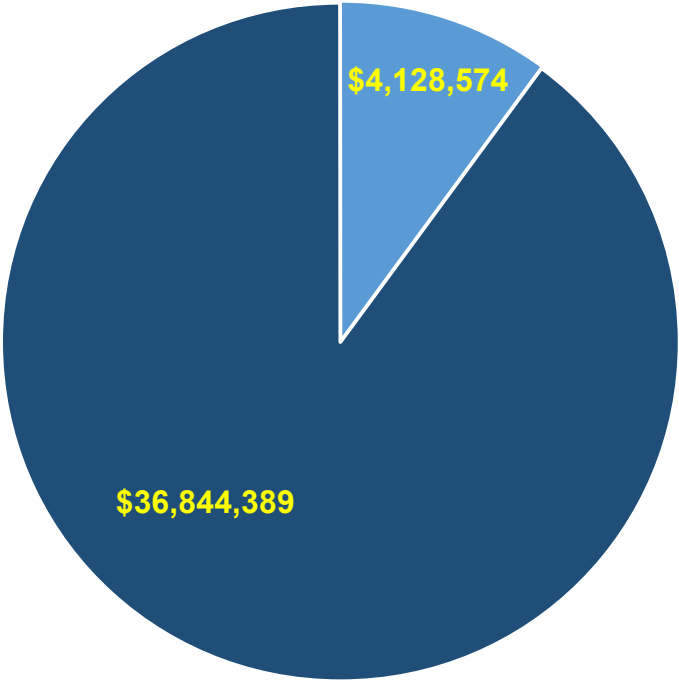


The district funds the local share by levying the mills determined by CDE and required by statute.

The size of the **pie** is fixed per the school finance formula. The size of the **slices** is dependent on local factors.

# Our District State and Local Share Breakdown of Total Program

Garfield RE-2 Total Program  
Fiscal Year 2020-21

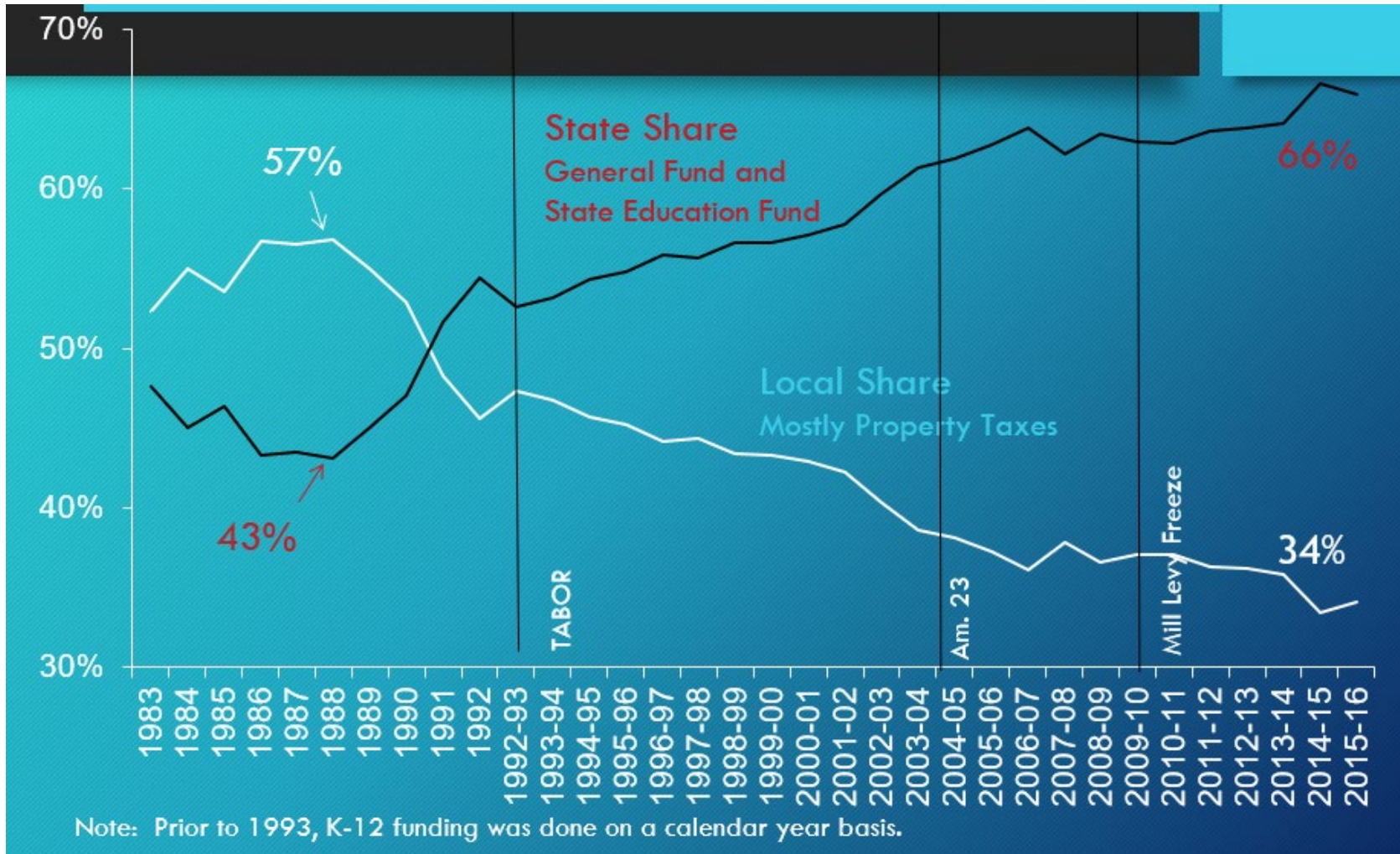


■ Local Share ■ State Share

# Background: How did we get here?

- **In the 1990s and 2000s, many school districts** obtained voter approval to retain and spend revenue in excess of the property tax revenue limitation imposed on the district by TABOR.
  - You may hear this referred to as “de-Brucing” or “de-TABORing”
  - Garfield RE-2 passed a de-TABOR vote in 1998.
- Districts that de-TABORed had permission from the voters to keep their local property tax mill levies (their local share) at the level in place at the time of the de-TABOR vote.
- Without de-TABORing, districts would not have been able to retain revenues above their TABOR limitation due to interactions of various factors unique to Colorado.
  - Rapid and significant growth in residential property value;
  - TABOR, which prevents taxes from increasing without voter approval;
  - And Gallagher, which has driven the residential assessment rate down in order to preserve the required ratio of residential/commercial property tax rates.

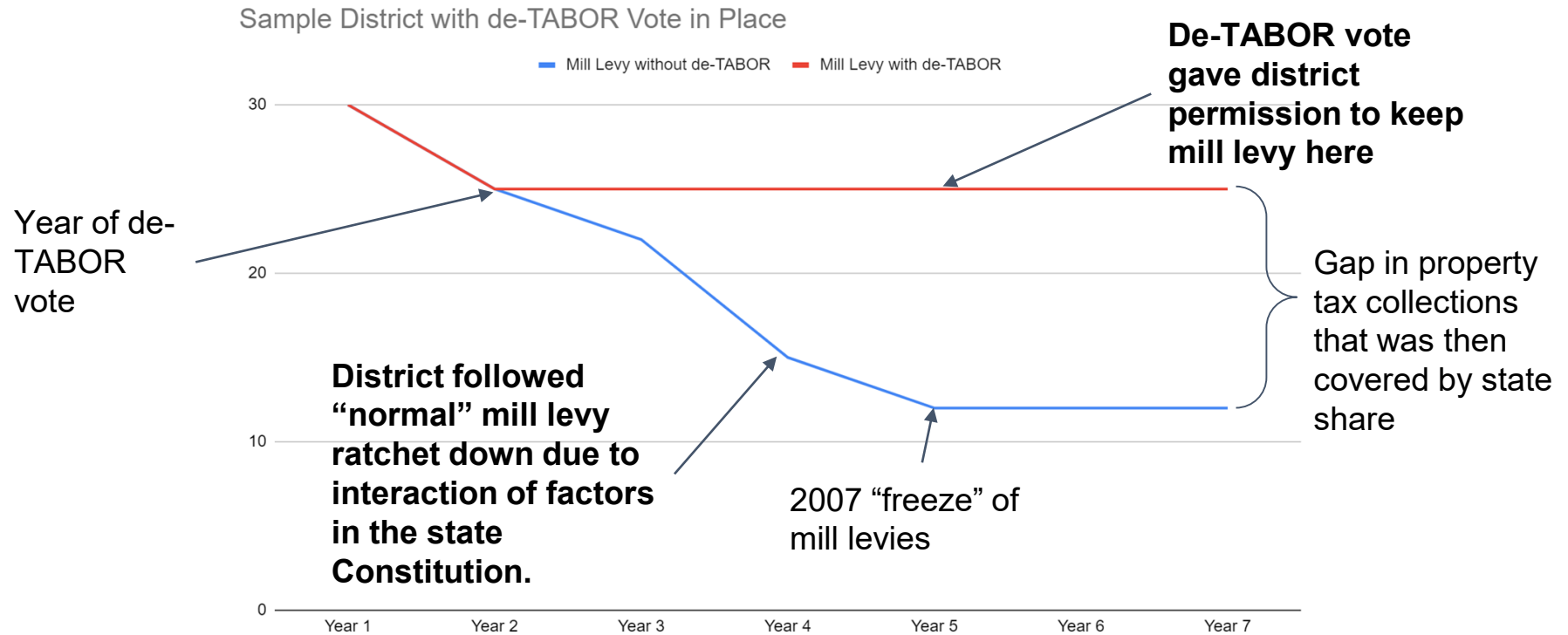
# Background: How did we get here?



# Background: How did we get here?

- CDE and others interpreted the statute such that **some de-TABORed districts should reduce their local share** through 2007.
  - However, because de-TABORed districts had permission from the voters to keep their mill levies at a higher level, it is now clear that local share should not have been reduced.
- In 2007, school district mills were frozen through legislation, then litigated in a debate about how local school districts should have treated their local mills per statute.
- **Because of the reduction to mill levies made between the early 1990s and 2007, the local share collected by those districts went down, and state share went up.**

# Background: How did we get here?



## Background: How do we fix it?

- **The legislature has now taken steps to restore, going forward, the local share that was erroneously reduced.**
  - This created a reduction in local share and resulted in the non-collection of local property taxes that were already authorized by voters.
  - The legislature is only seeking to fix this issue going forward--it is **NOT** seeking to recover local tax property revenue that should have been collected in the past.
- **Mill Levy Correction is a state law.** While the responsibility for setting the mill levy lies with the local school board, the local school board must set the Total Program levy in accordance with state law.

# Background: How do we fix it?

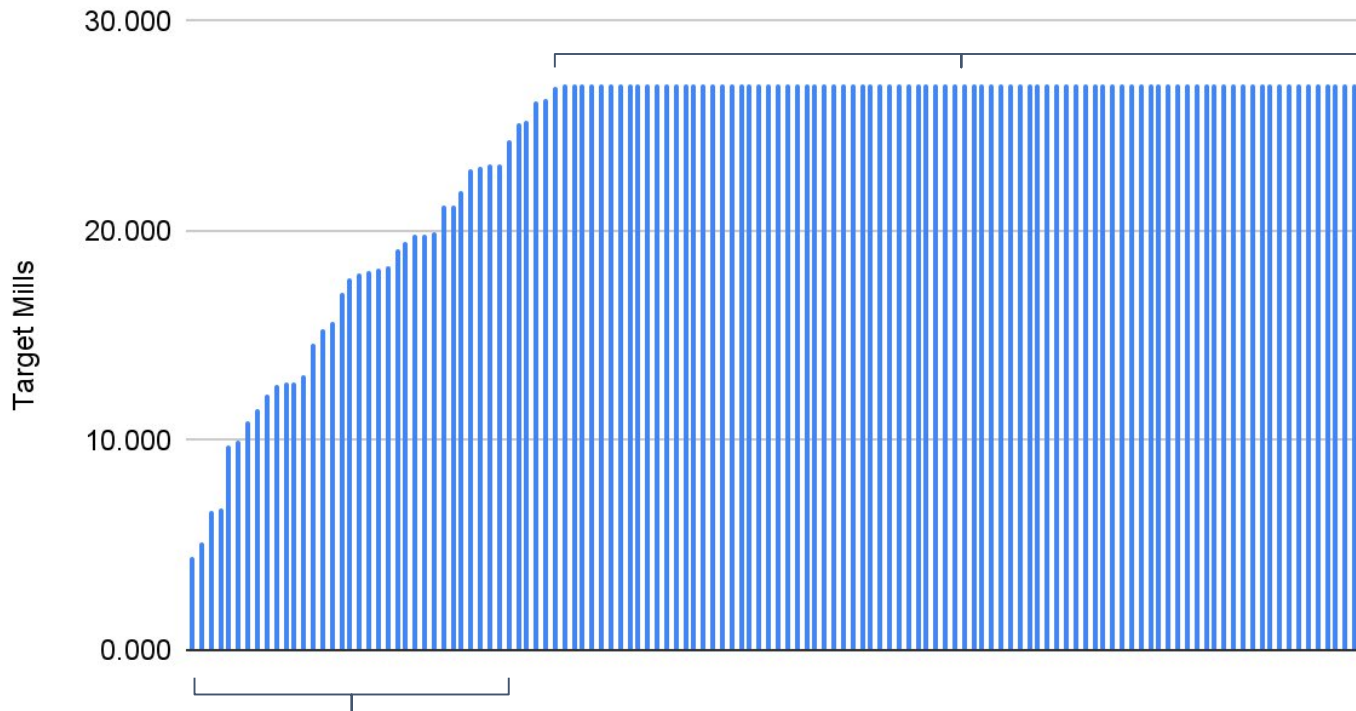
## Step 1: Passage of HB20-1418

**June 2020:** [HB20-1418](#) signed (see Section 33). The 2020-2021 School Finance Act required districts to levy the number of mills specified by the requirements in the bill, including the establishment of temporary tax credits, if necessary, to correct historical errors. The bill required districts to set a mill levy target equal to **the lowest of:**

1. The mills required to fully fund the district with local property taxes;
2. The mills in place at the time the district obtained voter approval to retain and spend revenue in excess of the property tax revenue limitation imposed on the district by TABOR (de-Bruce); **or**
3. 27.000 mills.

# Background: How do we fix it?

## Target Mills per HB20-1418: Districts Impacted by Mill Levy Correction



86 out of 127 districts (68%) have target mills of 27. This means that the mills required to fully fund the district, **and** the mills in place at the time of deTABOR, are both greater than 27.

41 out of 127 districts (32%) have target mills under 27. This means that either the mills required to fully fund the district, **or** the mills in place at the time of deTABOR, are less than 27.

# Background: How do we fix it?

## Step 2: District certification of Temporary Tax Credits

**December 2020:** If required, districts included temporary tax credits when [certifying property tax mills](#) related to the local share of total program for the 2020 tax year. The temporary tax credits were equal to the difference between the district's current total program mill and the mill levy target established by [HB20-1418](#). For example, if the district's current total program mill was 25, and its mill levy target is 27, the district implemented a temporary tax credit of 2 mills.



DISTRICT NUMBER	COUNTY OF ASSESSED VALUATION	SCHOOL DISTRICT	NET ASSESSED VALUATION	HB20-1418 TOTAL PRGM MILLS	TEMP TAX CREDIT	NET TOTAL PRGM MILLS
0010	ADAMS	MAPLETON 1	831,452,880			
0010		MAPLETON 1 TOTAL	\$831,452,880	27.000	0.920	26.080
0020	ADAMS	ADAMS 12 FIVE STAR	2,543,352,030			
0020	BROOMFIELD	ADAMS 12 FIVE STAR	542,844,087			
0020		ADAMS 12 FIVE STAR TOTAL	\$3,086,196,117	27.000	0.000	27.000

# Our District

1. Garfield RE-2 Current Total Program Mill Levy: 5.700 mills
2. Garfield RE-2 target mill levy per 20-1418: 16.282 mills
3. Garfield RE-2 temporary tax credits (2 – 1): 10.582 mills



# Background: How do we fix it?

## Step 3: Introduction, challenge to, and passage of HB21-1164

**March 2021:** [HB21-1164](#) introduced. The bill requires CDE to implement a correction plan for districts with temporary tax credits. Specifically, the plan must ensure that districts incrementally reduce temporary tax credits “as quickly as possible but by no more than one mill each property tax year,” beginning in the 2021 tax year.

**May 2021:** Colorado Supreme Court ruled in an [interrogatory](#) that HB21-1164 is constitutional.

**June 2021:** [HB21-1164](#) signed into law.

## Next Steps: What happens now?

- **HB21-1164 requires CDE to implement a correction plan that:**
  - Reduces a district's temporary tax credits "as quickly as possible,"
  - But by no more than 1 mill per year.
  - The original mill levy target certified in December 2020 was 19.491 with a credit of 14.791

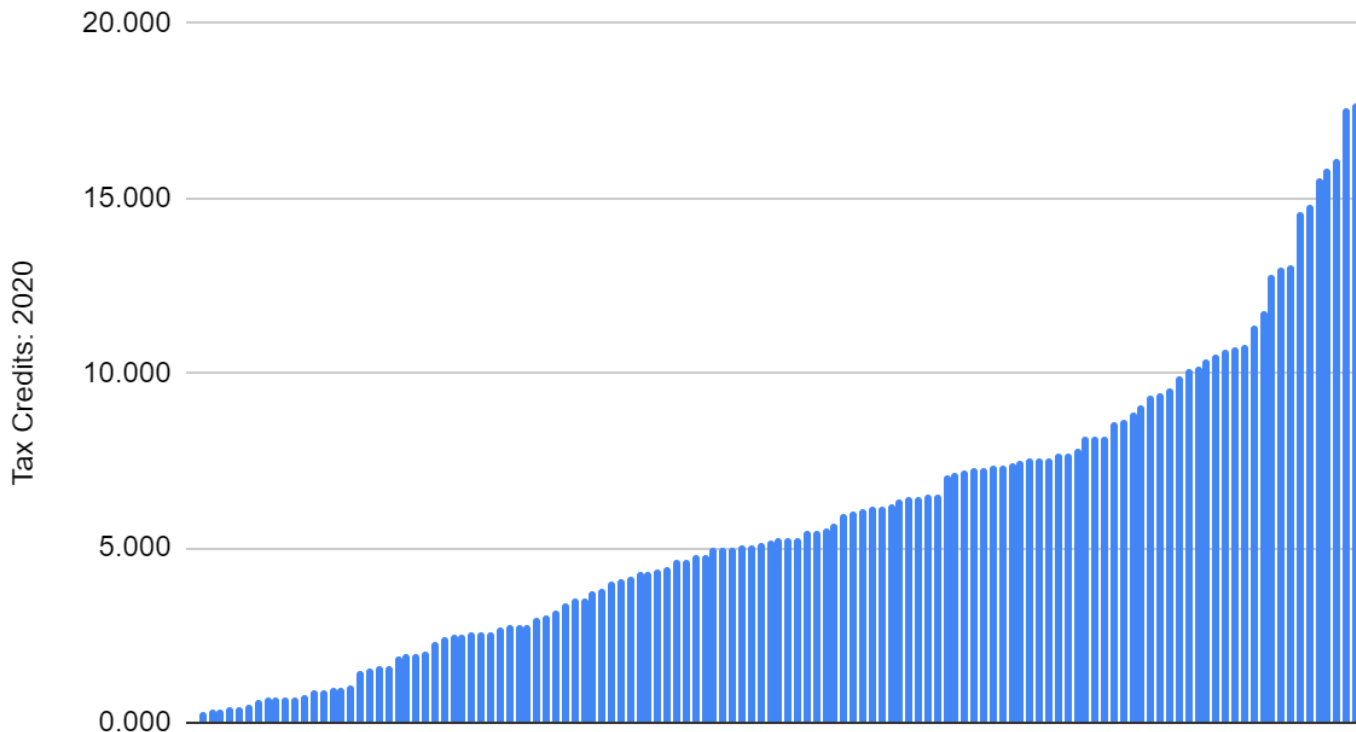
Our District has a corrected mill levy target of 16.282 based on the requirements of HB20-1418. In 2020, District was levying 4.700 mills. Taxpayers in our district will see the following changes to their property taxes for the local share of Total Program (table on next page shows annual reduction):

# Annual District Mill Adjustments per HB21-1164

Corrected Mill Levy per HB20-1418:	16.282 mills, 11.582 temporary tax credits
2021 Tax Year (certified Dec 2021):	16.282 mills, 10.582 temporary tax credits
2022 Tax Year (certified Dec 2022):	16.282 mills, 9.582 temporary tax credits
2023 Tax Year (certified Dec 2023):	16.282 mills, 8.582 temporary tax credits
2024 Tax Year (certified Dec 2024):	16.282 mills, 7.582 temporary tax credits
2025 Tax Year (certified Dec 2025):	16.282 mills, 6.582 temporary tax credits
2026 Tax Year (certified Dec 2026):	16.282 mills, 5.582 temporary tax credits
2027 Tax Year (certified Dec 2027):	16.282 mills, 4.582 temporary tax credits
2028 Tax Year (certified Dec 2028):	16.282 mills, 3.582 temporary tax credits
2029 Tax Year (certified Dec 2029):	16.282 mills, 2.582 temporary tax credits
2030 Tax Year (certified Dec 2030):	16.282 mills, 1.582 temporary tax credits
2031 Tax Year (certified Dec 2031):	16.282 mills, 0.582 temporary tax credits
2032 Tax Year (certified Dec 2032):	16.282 mills, 0.000 temporary tax credits

# Background: How do we fix it?

## Tax Credits per HB20-1418



Tax credits range from **.048** to **18.480**.

This means that districts will be implementing Mill Levy Correction for anywhere from 1 to 19 years.

107 out of 127 districts (82%) have fewer than 10 temporary tax credits

Find your district's temporary tax credits [here](#).

# Next Steps: What happens now?

- **Where will the money go?**

- The estimate for the 2021-2022 school year is that Mill Levy Correction will generate ~\$90M in additional local share
- These are funds that won't need to be paid from state sources
- Therefore, the funds may be redirected, for example to the new factor changes in the finance formula:

“...THE GENERAL ASSEMBLY FURTHER DECLARES THAT THE REMAINING COSTS OF THE SCHOOL FINANCE FORMULA CHANGES ARE OFFSET BY THE SAVINGS TO THE STATE SHARE OF TOTAL PROGRAM THAT OCCUR AS A RESULT OF CORRECTING THE UNAUTHORIZED REDUCTIONS IN DISTRICT PROPERTY TAX MILL LEVIES AS PROVIDED IN SECTION 22-54-106 (2.1).”

- **Ultimately, use of these state funds is the legislature's decision.**

# Next Steps: What happens now?

- **How much might Mill Levy Correction raise in additional property taxes over time?**

The following chart provides an *estimate* of the impact of Mill Levy Correction on property tax collection, all else being equal.\*

FY2021-22 Projected Property Taxes with Credit Stepdowns			
	Current with No Stepdown	With Credit Stepdown	Approx Add'l Prop Taxes per Year
Year 1	2,853,909,591	2,945,599,960	91,690,369
Year 5	2,853,909,591	3,061,122,354	207,212,763
Year 10	2,853,909,591	3,096,358,015	242,448,424
Fully Implemented	2,853,909,591	3,106,891,398	252,981,807

\*Note: the estimates above assume static Assessed Valuations and assessment rates.

# Review: Main takeaways

- Mill Levy Correction is a legislative and legal directive to correct a historical undercollection of local property taxes.
- The historical undercollection resulted in districts collecting less in property taxes for education than their voters had approved by de-TABORing.
- Mill Levy Correction is in law, dictated by state statute; it is not a local decision to raise property taxes.
- Mill Levy Correction is a phased approach to restoring local property taxes to the levels voters authorized.
- Mill Levy Correction will result in local taxpayers increasing their taxes to previously approved levels, or to an appropriate level as defined by HB20-1418.
- There are no retroactive payments or penalties--the law only applies to future years.
- **Funds generated through Mill Levy Correction will result in more fiscal resources overall being available for education.**

ACCOUNT # P013001  
 PARCEL #  
 TAX DISTRICT: 013

PROPERTY TAX NOTICE  
 2020 TAXES DUE IN 2021

CARRIE COUEY  
 TREASURER  
 P.O. Box 1089  
 Glenwood Springs, CO 81602-1089  
 www.garfield-county.com/treasurer (970) 945-6382



TAX AUTHORITY	MILL LEVY	MILL LEVY CREDIT	TAX AMOUNT	VALUATION	ACTUAL	ASSESSED												
GARFIELD COUNTY	13.58800	0.00000	\$282.50															
GARFIELD COUNTY - R&B	0.08700	0.00000	\$1.81															
GARFIELD COUNTY - DHS	0.00000	0.00000	\$0.00															
COLORADO RIVER FIRE	8.10200	0.00000	\$127.05															
COLO RIVER WATER CONS	0.50200	0.00000	\$10.45															
SCHOOL DISTRICT RE-2	29.37000	14.79100	\$811.49															
COLORADO MTN COLLEGE	4.01300	0.00000	\$83.55															
GARFIELD COUNTY PUB LIB	2.50500	0.00000	\$52.15															
<b>NET TOTAL</b>					\$71,790	\$20,820												
<b>NOTICES</b>																		
<b>PROPERTY TAX EXEMPTIONS</b> (CRS 39-3-203)																		
A property tax exemption is available to senior citizens, surviving spouses of senior citizens, and disabled veterans. <b>Senior Exemption</b> For an application, please contact the Garfield County Assessor's Office at 970-945-9134 or <a href="mailto:assessor@garfield-county.com">assessor@garfield-county.com</a> .																		
Disabled Veteran Exemption Application forms are available from the Colorado Division of Veterans Affairs at <a href="http://www.colorado.gov/vets">www.colorado.gov/vets</a> or by calling 303-284-6077.																		
<b>PROPERTY TAX DEFERRALS</b> (CRS 39-3.5-102)																		
Seniors and Active Military For an application, please contact the Garfield County Treasurer's Office at 970-945-6382.																		
<b>TOTAL</b>	<b>NET LEVY--58.14700</b>		\$1,169.00															
	<b>LATE FILING FEE/ADMIN FEE</b>		\$0.00															
	<b>SPECIAL ASSESSMENT</b>		\$0.00															
	<b>SENIOR/VETERAN EXEMP</b>		\$0.00															
	<b>GRAND TOTAL</b>		\$1,169.00															
SB 25 - in absence of State Legislative Funding, your school mill levy would have been 57.1140000																		
<b>PROPERTY DESCRIPTION (MAY BE ABBREVIATED)</b>				<b>DO YOU OWE DELINQUENT TAXES?</b>														
EQUIP, FURNITURE & FIXTURES, ① Tot. Local Share/wills ② Mill 'credit'				No														
<b>SITUS ADDRESS:</b>				<table border="1"> <thead> <tr> <th>PAYMENT</th> <th>DUE DATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>FIRST HALF</td> <td>FEBRUARY 28, 2021</td> <td>\$584.50</td> </tr> <tr> <td>SECOND HALF</td> <td>JUNE 15, 2021</td> <td>\$584.50</td> </tr> <tr> <td>FULL PAYMENT</td> <td>APRIL 30, 2021</td> <td>\$1,169.00</td> </tr> </tbody> </table>			PAYMENT	DUE DATE	AMOUNT	FIRST HALF	FEBRUARY 28, 2021	\$584.50	SECOND HALF	JUNE 15, 2021	\$584.50	FULL PAYMENT	APRIL 30, 2021	\$1,169.00
PAYMENT	DUE DATE	AMOUNT																
FIRST HALF	FEBRUARY 28, 2021	\$584.50																
SECOND HALF	JUNE 15, 2021	\$584.50																
FULL PAYMENT	APRIL 30, 2021	\$1,169.00																
				<b>THIS IS THE ONLY NOTICE THAT YOU WILL RECEIVE!</b>														

COMCAST OF COLORADO IV, LLC

ONE COMCAST CENTER PROPERTY TAX DEPT  
 32ND FLOOR  
 PHILADELPHIA, PA 19103

Make Checks Payable To:  
 GARFIELD COUNTY TREASURER  
 Pay online at: [www.garfield-county.com/treasurer](http://www.garfield-county.com/treasurer)

**IF YOUR TAXES ARE PAID BY A MORTGAGE COMPANY, DO NOT PAY THIS BILL.**

RETAIN TOP PORTION FOR YOUR RECORDS

<b>TAX PAYMENT MUST BE POSTMARKED BY DUE DATE</b>	
<b>DO YOU OWE DELINQUENT TAXES?</b>	
No	

RETURN THIS COUPON WITH SECOND HALF PAYMENTS

Return this coupon with payment to:  
 GARFIELD COUNTY TREASURER  
 P.O. BOX 1089  
 GLENWOOD SPRINGS, CO 81602-1089

2ND HALF COUPON

2020 TAXES DUE IN 2021

**IS YOUR ADDRESS CORRECT? (MAKE CHANGES BELOW)**

New Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

P013001

ACCOUNT NUMBER P013001
---------------------------

PROPERTY COMCAST OF COLORADO IV, LLC  
 OWNER ONE COMCAST CENTER PROPERTY TAX DEPT  
 OF 32ND FLOOR  
 RECORD PHILADELPHIA, PA 19103

SECOND HALF DUE BY JUNE 15, 2021 \$584.50

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RETAIN TOP PORTION FOR YOUR RECORDS

<b>TAX PAYMENT MUST BE POSTMARKED BY DUE DATE</b>	
<b>DO YOU OWE DELINQUENT TAXES?</b>	
No	

RETURN THIS COUPON WITH FIRST HALF OR FULL PAYMENTS

Return this coupon with payment to:  
 GARFIELD COUNTY TREASURER  
 P.O. BOX 1089  
 GLENWOOD SPRINGS, CO 81602-1089

FULL OR 1ST HALF COUPON

2020 TAXES DUE IN 2021

**IS YOUR ADDRESS CORRECT? (MAKE CHANGES BELOW)**

New Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

P013001

ACCOUNT NUMBER P013001
---------------------------

PROPERTY COMCAST OF COLORADO IV, LLC  
 OWNER ONE COMCAST CENTER PROPERTY TAX DEPT  
 OF 32ND FLOOR  
 RECORD PHILADELPHIA, PA 19103

FULL PAYMENT DUE BY APRIL 30, 2021 \$1,169.00

FIRST HALF DUE BY FEBRUARY 28, 2021 \$584.50

0000000180130019 00000584508 000011690026

Certification of Mill Levies  
Property Tax Year 2021

GARFIELD  
County

RIFLE  
School District

CATEGORY	Colorado Department of Education (CDE) Mill Levy Estimated as of November 30, 2021	School District Final Mill Levy Certified as of December 15, 2021
1. Mill Levy per HB20-1418	16.282	16.282
1a. HB20-1418 Tax Credit	10.582	10.582
1b. HB20-1418 Net Mill Levy (amt collected by county)	5.700	5.700
2. Categorical Buyout	0.000	0.000
3. Total Program Reserve Fund	0.000	0.000
4. Total Program Mill	5.700	5.700
5. Overrides:		
a. Voter-approved	6.468	13.797
b. Hold harmless	0.000	0.000
c. Excess hold harmless	0.000	0.000
6. Abatement	0.016	0.016
7. Total General Fund	12.184	19.513
8. Bond Redemption Fund		12.995
9. Transportation Fund	0.000	0.000
10. Special Building and Technology Fund	0.000	0.000
11. Other (Loan, Charter School)	0.000	0.000
12. Total	12.184	32.508

**Assessed Valuation**

As of November 30, 2021

As of December 15, 2021

Gross Assessed Valuation	666,659,670	668,768,500
Tax Increment Financing	-1,886,200	-1,941,040
Net Assessed Valuation	664,773,470	666,827,460
Abatements (Total across all counties)	10,512	10,512

**Information provided by state for certification to county treasurer:**

Estimated Full Funding Mill Levy	65.085	65.085
Projected Gross Funding from State	39,477,324	39,477,324

Jeff Blanford

970-274-7400

Form completed by

Phone Number

**COMPLETE AND RETURN TO TIM KAHLE BY DECEMBER 21, 2021:**

Scanned and emailed copies are preferable. It is not necessary to mail original copy.

[kahle\\_t@cde.state.co.us](mailto:kahle_t@cde.state.co.us)

If you need to mail a copy for any reason, send to:

Division of School Finance and Operations  
Colorado Department of Education  
201 E. Colfax Avenue; Room 206



**Questions?**



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

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

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## Memorandum

**To:** Mayor Riddile & Town Council  
**From:** Dave Reynolds  
**Subject:** Agenda Item: Consider Trail Easement Agreement  
**Date:** 01/18/22

**Purpose:**

The purpose of this agenda item is to review and consider the approval of a *Trail Easement Agreement* between the Town of New Castle and Burning Mountain Land and Cattle LLC. If approved, this *Trail Easement* will mark the first step toward the construction of a hiking and biking trail which will climb the Hog Back Mountain Range just west of town. This agreement between the Talbott's and the Town includes a 15' wide easement across private property. The agreement spells out maintenance responsibilities, insurance requirements, conditions around future land development, conditions around future trail development, term and termination schedules, and other provisions as worked out between the parties.

## TRAIL EASEMENT AGREEMENT

This Trail Easement Agreement (also referred to as “Easement Agreement” or “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the Town of New Castle, Colorado, a home rule municipality whose address is 450 W. Main Street, P.O. Box 90, New Castle, CO 81647 (the “Town”) and Burning Mountain Land & Cattle, LLC, a Colorado limited liability company whose address is 5175 County Road 335, #402, New Castle, CO 81647 (“Landowner”) (collectively the “Parties”).

### WITNESSETH:

WHEREAS, Landowner is the owner of certain real property in unincorporated Garfield County, Colorado described as Garfield County Assessor’s Parcel Nos. 212536200060, 212331200017, and 218104100001 and further described on Exhibit A hereto (collectively the “Landowner Property”); and

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

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

WHEREAS, C.R.S. § 33-41-101, *et seq.* provides certain liability protections for landowners who grant easements to public entities for trail and recreational purposes, and the parties hereto desire to enter into this Agreement to take advantage of such protections and to provide for trail easements through the Landowner Property as set forth below.

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

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

2. Grant of Easement. Landowner hereby grants to the Town an easement over and across the Landowner Property in the trail locations shown on Exhibit B hereto (the “Trail”), for the purpose of construction, use, improvement, maintenance, repair and replacement of mountain biking and hiking trails for recreational purposes as defined in C.R.S. §§ 33-41-102 and 103. The width of the easement shall extend 7.5 feet on each side of the centerline (the “Easement”) for each trail for the following purposes: to use the Easement during the construction, use, operation, maintenance, repair and replacement of a bicycle and pedestrian trail, to make the Trail available for use by the general public for bicycle and pedestrian use, the installation of signs identifying the trail, location, use rules and otherwise relating to the use and protection of the Easement as is deemed appropriate at the Town's sole judgment and discretion and to generally manage the Easement for public recreational use purposes (the "Use Rights"), and for no other uses. The Use Rights shall be strictly limited to and contained wholly within the Easement. In particular, the

Town shall not use the Trail or the Easement, and shall not permit others to use the Trail or the Easement, for purposes of access to any property adjacent to the Easement, whether such adjacent land is owned by Landowner or any other private party, without the prior express agreement of the Landowner or other private party. Notwithstanding any other provision of this Agreement, the Town shall have the right to use other portions of the Property outside the Easement as reasonably necessary for the maintenance, upkeep and repair of the Trail, which use shall be subject to all other terms and conditions of this Agreement. The Use Rights specifically do not include the use or parking of any motorized or other vehicles, and the Town agrees that all parking related to the Use Rights shall be contained on Re-2 School District or Town-owned property adjacent to or near the Landowner Property. The Use Rights specifically do not include the use of motorized or electric bicycles, scooters, or the like (appropriate ADA scooters or mobility devices excluded). Notwithstanding the foregoing, the Town may use motorized vehicles on a reasonable basis in the construction and maintenance and repair of the Trail, and in reasonable circumstances for emergency access. Landowner shall have the right to cross the Trail with motorized vehicles and equipment necessary for its retained use of the Landowner Property.

3. Town Management and Use Restrictions. The Town shall be responsible for management of the trails including but not limited to determining opening and closure of the trails, signage, and all other purposes as contemplated by C.R.S. § 33-41-103. Dogs are only allowed on the Trails if on-leash and under the direct control of its handler. Dogs shall be managed in a manner that ensures they will not annoy or harass wildlife or livestock on Landowner's Property. There shall be no bicycle usage allowed during times of snowmelt or when there has been significant precipitation. There shall be no use of motorized or electric bicycles, scooters, or the like (appropriate ADA scooters or mobility devices excluded). The Town shall be obligated and solely responsible for adequate and continuous control of erosion, dust, mud, gravel, litter and other debris generated from or associated with the exercise of the Use Rights; provided, however, the Town's duties apply only to maintenance of the trail itself and not to the Landowner Property generally. The Town will maintain the Easement and surrounding areas free from accumulation of waste materials, rubbish, litter and trash caused by or arising from any exercise of the Use Rights or other activities associated with the Use Rights and shall inspect the Landowner's Property and clean up litter at least weekly. The Town may delegate all or a portion its management responsibilities to another governmental entity or nonprofit group in the Town's discretion. The Town shall have the right to authorize, limit, or prohibit use of the trails by members of the public as "invited guests" as that term is defined in C.R.S. § 33-41-103(2)(e)(I).

4. Reserved Rights. Landowner expressly reserves the right to use and develop the Landowner Property for whatever uses Landowner deems appropriate, subject to Section 7 below, including but not limited to use of the Landowner Property for cattle and hunting operations and cell phone tower facilities and similar uses, provided that such uses do not unreasonably interfere with the purposes of the easement granted herein. The Town specifically agrees and acknowledges that Landowner will use the Landowner Property for cattle and hunting operations that will require the intermittent closure of the trail system. The Town further agrees that cell phone tower repeater facilities will not unreasonably interfere with the purposes of this easement so long as such facilities do not physically obstruct the trails in a manner that would be impractical to address due to topography under the provisions of Section 7, below. The Town also agrees and acknowledges that the Landowner intends to develop that portion of the Landowner Property located between the

Roseman (sometimes referred to as the Tompkins Ditch) Ditch and Highway 6 & 24 for commercial and/or residential uses and that the Town will cooperate with Landowner with respect to any modifications of this Agreement as may be reasonably necessary to accommodate such development if approved by the applicable governmental agencies with land use authority.

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

6. Installation of Fencing and Gates. The Town, at the Town’s expense and in coordination with Landowner, shall install cattle guards, fencing and gates as needed to control cattle and to keep Landowner’s cattle operations separated from the Town’s trail activities. The Town shall ensure separation of said cattle operations and ensure there is no interference with Landowner’s cattle operations. The Town shall install lockable gates, at its expense, at the trailheads for the trail system in such a manner to secure the Landowner Property for Landowner’s sole use for Landowner’s cattle or hunting operations. Landowner shall be provided keys, combinations, or other information to allow Landowner access to Landowner’s Property at all times. Landowner shall have the right to notify the Town of a need to close the Landowner Property for cattle or hunting operations, and the Town shall cooperate with Landowner in that regard to effectuate such closures as necessary.

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

8. Additional Trail Development. In the event Landowner enters into an agreement with another trails organization (such as the LoVa Trail organization), the Town shall cooperate with Landowner and any such organization to consolidate any new trails with the existing trail system constructed by the Town as those trails traverse Landowner’s Property or run parallel to Colorado State Highway 6. Landowner’s Property shall not be burdened by more than one trail where consolidation is possible. The Town agrees not to oppose trail efforts by other trail groups, specifically those brought by the LoVa trail organization.

9. Future Landowner Development. In the event of future development or subdivision of any of the Landowner Property subject to the trail easement, Landowner shall have the right, at its expense, to relocate and reconstruct portions of the trails in order to accommodate the development or subdivision, the details of which shall be subject to the review and approval by Garfield County or other local authority with jurisdiction. Nothing herein shall prevent the Town from providing comments on any such land use application as a referral agency or, if applicable, enforcing the Town’s watershed protection regulations. In such event, the parties shall negotiate in good faith and record an appropriate amendment to this Agreement to reflect the new location. In the event the Landowner relocates any portion of the trail, the Town shall cooperate with closure

of any abandoned or relocated trail section but shall have no obligation to revegetate or reclaim any such areas. In the event the Town relocates any portion of the trail, the Town shall revegetate or reclaim any such abandoned or relocated trail section and return it to its original condition.

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

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

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

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

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

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

12. Mechanics' Liens. The Town shall not permit or suffer any mechanics' or other liens to attach to the Landowner's Property or any portion thereof or interest therein by reason of any exercise of the Use Rights or any other conduct on or in relation to the Landowner's Property arising by, through or under Town or any Town permittees. In the event a claim for any such lien is recorded against the Landowner's Property, or any portion thereof or interest therein, Town at its sole expense shall obtain the removal of such claim and its release of record within thirty (30) days after it is initially recorded. If such release is not timely secured, then at any time thereafter Landowner, at its election and without obligation to do so, may secure the release of the lien claim by any means available, including bonding, settlement or otherwise, in which case Town shall, within ten (10) days after demand from time to time, reimburse Landowner for Landowner's costs and expenses incurred in securing the lien release, including all settlement amounts and attorneys' fees.

13. Term and Termination. This Trail Easement Agreement shall be for a term of ten (10) years from the date of execution hereof and shall automatically renew for three (3) additional ten (10) year periods unless Landowner provides notice of termination, in Landowner's sole and absolute discretion, at least ninety (90) days prior to the end of the then current term.

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

Agreement, whether or not legal proceedings are actually commenced, the non-defaulting party shall be entitled to recover from the other party any and all attorneys' fees and court costs that the non-defaulting party may incur in connection therewith. Any damages or sums owing under this paragraph of the Trail Easement Agreement shall bear interest until paid at an annual rate of 18%, which interest shall become part of the amount owing.

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

16. Compliance with Laws; Subject to Matters of Record. The parties shall comply with all laws and legal requirements in exercising any right granted, or taking any action allowed or required by this Agreement. This Agreement is subject to all matters of record in the real property records of Garfield County, Colorado, relating to the property encumbered by the easement granted above.

17. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Colorado without regard to conflicts of laws principles.

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

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

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

To Landowner:       Russell Talbott  
                              Burning Mountain Land & Cattle, LLC  
                              5175 County Road 335, #402  
                              New Castle, CO 81647

With a copy to: Edward B. Olszewski, Esq.  
Olszewski, Massih & Maurer, P.C.  
P.O. Box 916  
Glenwood Springs, CO 81602  
[ed@ommpc.com](mailto:ed@ommpc.com)

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

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

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

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

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

24. Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, the legality, validity and enforceability of the remaining provisions in this Easement Agreement shall not be affected thereby, and in lieu of the affected provision there shall be deemed added to this Agreement a substitute provision that is legal, valid and enforceable and that is as similar as possible in content to the affected provision. It is generally intended by the Parties that this Easement Agreement and its separate provisions be enforceable to the fullest extent permitted by law.

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

26. Non-Appropriation. All direct and indirect financial obligations of the Town under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If the Town's governing body fails to appropriate funds for the Town's obligations under this Agreement, this Agreement shall terminate on January 1 of the year for which the non-appropriation occurred, and neither Party shall have any further obligation to the other Party under this Agreement beyond the financial obligations for which it previously appropriated funds.

This Trail Easement Agreement is executed by the parties hereto as of the date first above written.

TOWN OF NEW CASTLE, COLORADO

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

Attest:

\_\_\_\_\_  
Town Clerk

LANDOWNER

By: \_\_\_\_\_  
Russell Talbott, Managing Member,  
Burning Mountain Land & Cattle, LLC

STATE OF COLORADO    )  
  )  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2021, by Russell Talbott, Managing Member on behalf of Burning Mountain Land & Cattle, LLC.

Witness my hand and official seal:

My commission expires:

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

**Exhibit A**

(Property Description)

**Exhibit B**

(Trail Map)

Lodging Tax Increase

Draft Ballot Language

SHALL TOWN OF NEW CASTLE TAXES BE INCREASED BY AN ESTIMATED \$\_\_\_\_\_ FOR THE FIRST FULL FISCAL YEAR (2023) AND BY SUCH AMOUNTS AS MAY BE GENERATED ANNUALLY THEREAFTER BY INCREASING THE EXISTING LODGING TAX FROM 2.5% TO 5% ON THE PRICE PAID OR CHARGED FOR LEASING OR RENTING OF ROOMS OR OTHER ACCOMMODATIONS IN COMMERCIAL LODGING WITHIN THE TOWN FOR LESS THAN 30 DAYS, WITH SAID TAX TO BE ADMINISTERED UNDER THE EXISTING TOWN MUNICIPAL CODE, THE PROCEEDS OF WHICH TAX, TOGETHER WITH INVESTMENT EARNINGS THEREON, SHALL BE USED SOLELY FOR ECONOMIC DEVELOPMENT, COMMUNITY ENHANCEMENTS, OR MARKETING OF THE TOWN, AND IN CONNECTION THEREWITH SHALL THE TOWN BE AUTHORIZED TO COLLECT, RETAIN, AND EXPEND THE PROCEEDS OF SUCH TAX AND INVESTMENT EARNINGS THEREON, NOTWITHSTANDING ANY APPLICABLE LIMITATIONS SET FORTH IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW?



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

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

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## Memorandum

**To:** Mayor & Council  
**From:** David Reynolds  
**Re:** Agenda Item – Discussion of Recreational Facilities Development Fee and consideration of Resolution TC 2022-5  
**Date:** 01/18/22

**Purpose:**

The purpose of this agenda item is to review the need for making adjustments to the *Recreational Facilities Development Fee*, and consider Resolution TC 2022-5.

On January 4<sup>th</sup> Town Council discussed the fact that the Recreation Facilities Development Fee has not been adjusted since 2001. Council was provided with historical information about this fee, and discussed a desire to make appropriate adjustments. Staff was tasked with providing a justification report in order to better determine the amount by which these fees should be adjusted. Staff was also directed to return with a resolution that would formally allow Council to the needed adjustments.

For Council consideration, please find a staff report which documents reasons for adjusting this fee. Please also find Resolution TC 2022-5 for Council consideration.



**Town of New Castle Administration Department**

450 W. Main Street  
**Phone:** (970) 984-2311

PO Box 90  
**Fax:** (970) 984-2716

New Castle, CO 81647  
[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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**Date:** January, 18, 2022

**To:** Mayor Riddile and Town Council

**From:** Town Administrator – Dave Reynolds

Recreation Director – Hannah Bihr

Public Works Director – John Wenzel

Town Treasurer – Loni Burk

Administrative Assistant – Rochelle Firth

**Subject:** *Recreation Facilities Development Fee Report*

This report is intended to inform Council as to the estimated amount of Recreation Facilities Development Fees collected to date, summarize some of the areas where these fees have been used, project future Recreation Development needs, establish estimated future costs, and determine a reasonable assessment for future Recreation Facilities Development Fees in order to provide an appropriate level of service to our current and future residents. Council may use this report in determining reasonable adjustments to this fee.

***History:***

Fee collections began in 1998 with an initial fee of \$436.00 per new home built.

Council voted to increase the fee to \$500.00 per new home-built beginning in the year 2001.

No fee changes have been made since 2001.

Since implementing the fee in 1998, the Town has collected \$518,352.00 in Recreation Facilities Development Fees.

Section 15.40.030 of the Town's Municipal Code states that the collected fees shall be used solely for the purpose of developing and equipping recreational facilities of the town.

Since 1998 the Town has developed the following facilities:

*Bear Dance Park* in Lakota

*Grand River Park* near River Park Condos

*VIX Park* in Castle Valley Ranch

- ✚ Built in 2017, Bear Dance Park was built using a two-phase approach. Serving the entire town, Bear Dance Park includes tennis courts, pickleball courts, picnic shelters, kids play equipment, and an open lawn area for mixed activities. Phase one of Bear Dance Park cost \$640,000, phase two cost \$200,000. With a total cost of \$840,000 the town was able to fund the project by using Town funds combined with a grant from GOCO for \$347,000.
- ✚ Built in 2010, Grand River Park is designed as a river front park that includes a large soccer field, kids play equipment, pond with observation deck, soft surface walking paths, restroom facilities, open play areas, and a riverfront beach area. The park was built in two phases at a total cost of approximately \$1,000,000. This park was built using \$200,000 in funding from GOCO, and \$800,00 from other sources.
- ✚ Built in 2008, VIX Park was constructed to serve the entire Town of New Castle. VIX amenities include soccer and baseball fields, picnic areas with covered shelters, walking trails, and a youth bicycle park. VIX was constructed in two phases; the first phase cost approx. \$600,000, with the second phase costing approx. \$200,000. At a total cost of \$800,000 VIX Park utilized a bank loan to help fund the project. The total loan amount was \$800,000 with annual payments of \$61,555 for 20 years. As of today, there remains approx. \$344,067 in total debt on VIX Park.

In addition to the parks listed above, the town has partnered with New Castle Trails and Roaring Fork Mountain Bike Association (RFMBA) to create many miles of soft hiking and mountain bike trails. New Castle has also worked with the LOVA Board to plan the construction of the LOVA Trail from New Castle to South Canyon. In the past few years New Castle has invested approximately \$108,750 in trail planning and construction.

In summary, since the Recreation Facilities Development Fee began in 1998, the Town of New Castle has collected \$518,352 in fees associated with the construction of 1060 new homes. During the same period, the town has invested approximately \$2,748,750 into new parks and trails.

### **Looking Forward:**

Staff estimates that there remain 1075 new homes which may be built in the current town limits. Estimates for new housing include: approximately 439 new housing units in the Castle Valley Ranch; 570 in the Lakota; 30 in Lakota Ridge; and 36 infill houses throughout the remainder of town. Using the existing *Recreational Facilities Development Fee* of \$500.00 per home, over time the town would realize approx. \$537,500 in fee collections.

In order to keep pace with future development, the Town of New Castle continues to look at the needs of our residents and the need for further expansion of parks and trails. To help meet the needs of future residents, the town has developed plans to expand the uses of Frank Breslin Memorial Park, redevelop and better equip Burning Mountain Park, and develop new hard and soft trail systems throughout the area.

- ✚ *Frank Breslin Memorial Park* sits along the Colorado River and holds the potential to become a regionally recognized facility that will serve New Castle residents with amenities not found in existing parks. Following public input, the Town has worked to obtain preliminary plans which include the following: new river front trails; in river water features for kayaking, tubing, and other water sports; expanded parking areas; beach areas for river enjoyment; boat ramps; disc golf course; possible dedicated ice rink area, etc. Staff has worked with outside agencies to gain an understanding of the related costs and estimates the project to be valued at approximately \$2.5 million.
- ✚ *Burning Mountain Park*, located in the heart of downtown, has become a key location for several annual events, our summer community market, a gathering spot for residents, a playground for children, and a landmark on Main Street. Over the course of time, as the uses of the park have evolved, and the functionality of the space has decreased, the Town has identified a need to redevelop this

space. Staff has obtained initial plans for the redevelopment of this park which are intended to maximize the space and create a better experience for future park users. Costs to redeveloped this park are estimated to be approximately \$500,000.

✚ *Trails Systems* within town, on surrounding private lands, and on surrounding BLM lands have become a favorite amenity of many residents and visitors. The Town has committed large financial resources to develop trails which are enjoyed by hikers, bikers, sight-seer's, and other outdoor enthusiasts. Future planning for trails may include sections of the LOVA Trail system, future soft trail development on BLM property north of town, development of a trails network on the Hog back Mountain Range, and the redevelopment of hard surface trails within town. The costs associated with future trials development is difficult to calculate at this time, but rough estimates could have trail related development well into the hundreds of thousands of dollars.

### **Summary:**

Between the years of 1998 and 2021, the Town spent approximately \$2,748,750 in the development of Recreational Facilities, while collecting \$518,352 in Recreation Facilities Development Fees which were associated with the construction of 1060 new homes. In order to fund the difference, the Town was successful in obtaining grant funding, developer funding, and bank loans. Over the past two decades it is clear that fee collections did not keep pace with the cost of development, and that our current debt (VIX Park) will carry forward for several more years.

Staff estimates that the town may experience an increase of approximately 1075 new homes over the next decade. Staff also anticipates the need to expand at least two major parks, along with the addition of several miles of new trail system. Estimates for this work could easily top \$3.5 million dollars.

### **Conclusion:**

Because the needs and costs of developing Recreation Facilities continues to escalate, it is staff's opinion that the current Recreation Facilities Development Fee of \$500 per new home will not be sufficient to cover future development expenses along with continuing to carry the debt from existing parks. While the Town remains committed to seeking grant funding in order to maximize our purchasing power, it is not a sound strategy to rely solely on outside funding for the implementation of these projects. Similarly, the town may not wish to rely on debt funding for future development work.

During the January 4, 2022 Council meeting, staff provided a spreadsheet table which roughly demonstrated the impacts of various rate options for the *Recreation Facilities Development Fee*. Based on the figures provided in this report, staff has updated the *Rate Impact Table* in order to better illustrate the need for a rate adjustment.

Staff's recommendation is to consider a rate adjustment to an amount of not less than \$2500 and not more than \$3500.

### **See Table Below:**

**Rate Impact Table**

<b>Estimated New Homes</b> (over ten years?)	<b>Current Fee</b>	<b>2022 Adjusted Fee</b>	<b>Total Collection</b>
1075	\$ 500	\$ 500	\$ 537,500
1075		\$1,000	\$1,075,000
1075		\$1,500	\$1,612,500
1075		\$2,000	\$2,150,000
1075		\$2,500	\$2,687,500
1075		\$3,000	\$3,225,000
1075		\$3,500	\$3,762,500
1075		\$4,000	\$4,300,000

**TOWN OF NEW CASTLE, COLORADO  
RESOLUTION NO. TC 2022-5**

A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL AMENDING THE  
DIRECTORY OF TOWN FEES AND CHARGES REGARDING RECREATIONAL  
FACILITIES DEVELOPMENT FEE

WHEREAS, by Ordinance No. 2011-7, the Town of New Castle (“Town”) Town Council adopted a schedule of fees for Town services; and

WHEREAS, the Directory of Town Fees and Charges (“Fee Schedule”) has been amended several times since its initial adoption; and

WHEREAS, Section 9(A) of the Fee Schedule sets the Town’s recreational facilities development fee assessed upon each new residential dwelling unit constructed in or approximate to the Town; and

WHEREAS, Section 15.40.070 of the New Castle Municipal Code allows Town Council to review the recreational facilities development fee upon recommendation by the Town recreation director and to increase or decrease said fees by resolution based upon the director’s determination that demand for recreational facilities and/or development costs has substantially changed; and

WHEREAS, the current recreation facilities development fee of \$500 has been in effect since 2001; and

WHEREAS, as explained in the January 18, 2022 Memorandum from the recreation director and other members of Town staff, the demand for and cost of recreational facilities has substantially increased over the last 20 years; and

WHEREAS, according to the U.S. Bureau of Labor Statistics, the Consumer Price Index has more than doubled since the Town’s recreational development fee was first established in 2000; and

WHEREAS, according to the Colorado Department of Local Affairs Division of Property Taxation, the value of taxable land in Colorado has nearly tripled since 2000; and

WHEREAS, the Town Council finds and determines that an increase in the recreational facilities development fee is necessary and appropriate to approximate the costs associated with the development of recreational facilities required to meet the needs of the citizens of the Town; and

WHEREAS, the Town Council desires to amend the Fee Schedule as set forth below.

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

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

2. Amendment. Section 9 of the Fee Schedule is hereby amended to update the recreational development fees according to the attached Exhibit A, incorporated herein by reference.

3. Direction to Town Clerk. The Town Clerk shall revise the Fee Schedule to include the change approved in Section 9, republish the revised Fee Schedule on the Town website, and make the revised Fee Schedule available for inspection at Town Hall.

4. Effective Date. This Resolution shall take effect upon adoption hereof.

INTRODUCED, READ, AND ADOPTED at a regular meeting of the Town of New Castle Town Council held on January 18, 2022.

TOWN COUNCIL OF THE TOWN OF  
NEW CASTLE, COLORADO

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

ATTEST:

\_\_\_\_\_  
Melody Harrison, Town Clerk

**EXHIBIT A**

**Section 9: Parks, Open Space, and Trails**

A) Recreational Facilities Development Fee.....\$ \_\_\_\_\_.00

Source:

Fee Directory Section	Municipal Code Section	Date Established
9A	15.40.040	2022 (Resolution TC 2022-5)

**Section 9: Parks, Open Space, and Trails**

A. Recreational Facilities Development Fee ..... \$500.00

B. Private Encroachment Permit

1. Application Fee..... \$150.00

2. Fee to maintain property  
encroached upon..... To be set by Town Administrator

C. Special Event Permit Fee

- Event of 25 to less than 40 people: \$25.00 *per day*
- Event of 40 to less than 100 people: \$25.00 *per day*
- Event of 100 to less than 500 people: \$50.00 *per day*
- Event of more than 500 people: \$100.00 *per day*

D. Park Amenity Memorial Fees ..... To be set by Town Council



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## Memorandum

**To:** Mayor & Council  
**From:** David Reynolds  
**Re:** Agenda Item – CDOT Traffic Circle Discussion  
**Date:** 01/18/22

**Purpose:**

The purpose of this agenda item is to discuss the planned addition of a traffic circle at the intersection of Rt. 6 (Main Street) and Castle Valley Blvd.

As Council is aware, CDOT is in the final stages of planning for the construction of a traffic circle at the intersection of Rt. 6 (Main Street) and Castle Valley Blvd. With project planning nearly complete, CDOT is working to identify and commit construction funds to this project. Until funding sources are identified and committed, the project will continue to await a start date. Discussion during this agenda item will include a review of funds that have been collected through Lakota Traffic Impact Fees, as well as other thoughts for adding funds to the project an effort to expedite the start of construction.

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

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**MEMORANDUM**  
**ATTORNEY-WORK PRODUCT/CONFIDENTIAL CLIENT COMMUNICATION**

**TO:** Town of New Castle

**FROM:** David McConaughy  
Christine Gazda

**RE:** Maximum Imprisonment for Ordinance Violation

**DATE:** January 7, 2021

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Per HB19-1148, the maximum sentence for a municipal ordinance violation has changed. C.R.S. § 13-10-113(1)(a), as amended, now reads:

Except as provided in subsection (1)(b) of this section, any person convicted of violating a municipal ordinance in a municipal court of record may be incarcerated for a period not to exceed three hundred sixty-four days or fined an amount not to exceed two thousand six hundred fifty dollars, or both.

The Town's Municipal Code § 1.20.010 currently allows for imprisonment of up to one year, in violation of C.R.S. § 13-10-113(1)(a). As such, the Town needs to amend this provision of the code to comply with the statute, as amended.

Additionally, the statute now allows for a maximum fine of \$2,650.00 for municipal ordinance violations. The Town's General Penalties provision currently states that violating an ordinance is punishable by a fine of not more than \$1,000.00. Ordinance No. TC 2022-2 includes language increasing the maximum fine to the statutory maximum of \$2,650.00, which is highlighted to indicate that this is optional.

**TOWN OF NEW CASTLE, COLORADO**  
**ORDINANCE NO. TC 2022-2**

AN ORDINANCE OF THE TOWN OF NEW CASTLE TOWN COUNCIL AMENDING  
CHAPTER 1.20 OF THE MUNICIPAL CODE TO COMPLY WITH HB19-1148

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

WHEREAS, Chapter 1.20 of the New Castle Municipal Code (“Code”) outlines the general penalties for violations of ordinances of the Town; and

WHEREAS, HB19-1148 changed the maximum sentence for a municipal ordinance violation from one year to 364 days; and

WHEREAS, C.R.S. § 13-10-113(1)(a) now provides for a **maximum fine of \$2,650.00** for a municipal ordinance violation;

WHEREAS, the Town Council has determined that the adoption of this Ordinance is necessary to comply with HB19-1148 and wishes to increase the maximum fine for a municipal ordinance violation to the statutory maximum.

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

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

2. Amendment. Chapter 1.20 of the Code is hereby amended as follows. Text in ALL CAPS indicates text that has been added, and text in ~~strikethrough~~ indicates text that has been deleted.

**Chapter 1.20 – General Penalty**

**1.20.010 – General penalties.**

- A. Except in cases where a different punishment is prescribed by ordinance, any person convicted of violating an ordinance of the town or committing a criminal municipal offense is punishable by a fine of not more than **one TWO thousand SIX HUNDRED FIFTY dollars (\$1,000.00) (\$2,650.00)** or by imprisonment not to exceed ~~one-year~~ **THREE HUNDRED SIXTY-FOUR (364) DAYS**, or by both such fine and imprisonment.

INTRODUCED on January 18, 2022, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and

ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado, on February 1, 2022, read by title and number, passed without amendment as set forth herein, approved, and ordered published as required by the Charter.

TOWN COUNCIL OF THE TOWN OF  
NEW CASTLE, COLORADO

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

ATTEST:

\_\_\_\_\_  
Melody Harrison, Town Clerk



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## Memorandum

**To:** Mayor Riddile & Town Council  
**From:** Melody Harrison  
**Subject:** Agenda Item: Consider Resolution TC 2022-3 – Authorizing a Mail Ballot Election  
**Date:** 01/18/22

**Purpose:**

The purpose of this agenda item is to consider Resolution TC 2022-3 “a Resolution of the Town Council of the Town of New Castle, Colorado, Authorizing a Mail Ballot Election on April, 5, 2022, and Setting Forth Other Details Relating Thereto.”

C.R.S. § 31-10-102.7 provides that any municipality may provide by resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S (the Uniform Election Code) in lieu of the Municipal Election Code with respect to any election. Procedures and requirements for mail ballot elections are set forth in Article 7.5 of the Uniform Election Code.

New Castle has been conducting their elections by mail ballot since 2000.

Resolution No. TC-2022-3

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE,  
COLORADO, AUTHORIZING A MAIL BALLOT ELECTION ON APRIL 5, 2022, AND  
SETTING FORTH OTHER DETAILS RELATING THERETO.

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

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

WHEREAS, April 5, 2022, is the date of the next regular election in the Town; and

WHEREAS, pursuant to Article II, Section 2.6 of the Town Charter, the conduct of the election shall be governed by the Colorado Municipal Election Code of 1965 (the “Municipal Election Code”); and

WHEREAS, the Municipal Election Code provides, at C.R.S. § 31-10-102.7, that any municipality may provide by Resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992, Articles 1 to 13 of title 1, C.R.S. (the “Uniform Election Code”) in lieu of the Municipal Election Code, with respect to any election; and

WHEREAS, procedures and requirements for mail ballot elections are set forth in Article 7.5 of the Uniform Election Code; and

WHEREAS, the Town has determined that the Town Clerk will conduct the election on April 5, 2022 as an independent mail ballot election pursuant to C.R.S. §§ 1-7.5-104 and 31-10-908; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Town and the officers thereof, directed towards the election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2. Unless otherwise defined herein, all terms used herein shall have the meanings defined in the Municipal Election Code.

Section 3. The Council hereby determines that the regular election of the Town to be held on April 5, 2022, shall be conducted as a mail ballot election pursuant to Part 9, Article 10, Title 31 and Article 7.5, Title 1 of the Colorado Revised Statutes. Pursuant to C.R.S. § 31-10-102.7 of the Municipal Election Code, the Town Council elects to utilize certain provisions of the Uniform Election Code with regard to the conduct of the regular Town Election to be held on April 5, 2022. The Council hereby determines that said election shall be conducted as a mail ballot election pursuant to Article 7.5 of the Uniform Election Code; however, to the extent that procedures for the election are not provided in Article 7.5 of the Uniform Election Code, the Municipal Election Code shall apply.

Section 4. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election, and she may execute such documents as may be required in furtherance of this power.

Section 5. The Town Clerk is authorized and directed to appoint election judges pursuant to C.R.S. § 31-10-401.

Section 6. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution.

Section 7. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 8. The effective date of this resolution shall be immediately upon adoption.

SO RESOLVED, at a regular meeting of the Town Council of the Town of New Castle, Colorado, on January 18, 2022, by a vote of \_\_\_ to \_\_\_.

\_\_\_\_\_

\_\_\_\_\_

Mayor Art Riddile

ATTEST:

\_\_\_\_\_  
Town Clerk Melody Harrison, CMC



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## Memorandum

**To:** Mayor Riddile & Town Council  
**From:** Dave Reynolds  
**Subject:** Agenda Item: Consider Ordinance TC 2022-1 on second reading  
**Date:** 01/18/22

**Purpose:**

The purpose of this agenda item is to consider Ordinance TC 2022-1 on second reading.

In order to comply with HB21-1222, our legal counsel recommends that the Town makes adjustments to Chapters 17.04, 17.20, 17.24, and 17.28 of our municipal code, allowing for licensed in-home child care facilities to operate as residential properties in all residential zoning districts.

On January 4, 2022, Council approved Ordinance TC 2022-1 on first reading, no changes have been made since that time.

**TOWN OF NEW CASTLE, COLORADO  
ORDINANCE NO. TC 2022-1**

AN ORDINANCE OF THE TOWN OF NEW CASTLE TOWN COUNCIL AMENDING  
CHAPTER 17 OF THE MUNICIPAL CODE TO COMPLY WITH HB21-1222

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

WHEREAS, Chapter 17 of the New Castle Municipal Code (“Code”) outlines the Town’s zoning and land use regulations; and

WHEREAS, HB21-1222 mandates that local governing authorities treat licensed in-home child care facilities as residential properties in the application of local regulations, including zoning and land use development; and

WHEREAS, the Town Council has determined that the adoption of this Ordinance is necessary to comply with HB21-1222.

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

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the Town Council.
2. Amendment. Chapter 17 of the Code is hereby amended as follows. Text in ALL CAPS indicates text that has been added, and text in ~~strike through~~ indicates text that has been deleted.

**Chapter 17.04 – General Provisions**

**17.04.050 – Definitions.**

B. Definitions. The following listed specific words and terms are defined as follows:

“Family CHILD care home” means a ~~facility for child care in a place of residence of a family or person for the purpose of providing family care and training for a child under the age of sixteen (16) years who is not related to the head of such home~~ DWELLING IN WHICH A PERMANENT OCCUPANT OF THE DWELLING PROVIDES LESS THAN TWENTY-FOUR (24) HOUR CARE AT ANY TIME FOR TWO (2) OR MORE CHILDREN THAT ARE UNRELATED TO EACH OTHER OR THE PROVIDER, AND ARE CARED FOR IN THE PROVIDER’S PLACE OF RESIDENCE.

**Chapter 17.20 – R-1 Residential District**

**17.20.040 – Permitted uses.**

The following are permitted uses when conforming to building design standards as established herein.

- A. Single-family dwelling, detached building;
- B. Public park and open space;
- C. Home occupation;
- D. Public utilities;
- E. Accessory use;
- F. Historic character building(s), as provided herein;
- G. FAMILY CHILD CARE HOME.

**17.20.050 – Conditional uses.**

Conditional uses shall be as follows:

- A. Two-family dwelling (duplex);
- B. Church;
- C. School;
- D. Day nursery;
- ~~E. Home child care;~~
- ~~F.~~ E. Room boarding (maximum two rooms);
- ~~G.~~ F. Bed and breakfast lodge (maximum four rooms);
- ~~H.~~ G. Museum;
- ~~I.~~ H. Municipal facilities;
- ~~K.~~ I. Fire station;
- ~~L.~~ J. Utility substation;
- ~~M.~~ K. Accessory dwelling units associated with a primary single-family dwelling.

**Chapter 17.24 – R-2 Residential District**

**17.24.040 – Permitted uses.**

- E. ~~Home child care~~ FAMILY CHILD CARE HOME;

**Chapter 17.28 – R-3 Residential District**

**17.28.040 – Permitted uses.**

- F. ~~Home child care~~ FAMILY CHILD CARE HOME;

**Chapter 17.32 – R-4 Residential District**

**17.32.040 – Permitted uses.**

Permitted uses shall be as follows:

- A. Single-family dwellings;
- B. Animals (see Section 17.32.130);
- C. Animal structures and shelters;
- D. Agricultural;
- E. Grazing;
- F. Public park and open space;
- G. Home occupation;
- H. Public utilities;
- I. Accessory use;
- J. FAMILY CHILD CARE HOME.

**Chapter 17.68 – Commercial Transitional District.**

**17.68.030 – Uses by right.**

Uses permitted by right in CT districts shall be as follows:

- A. Residential on second story or above;
- B. Single-family residential;
- C. Home occupation;
- D. Domestic animals;
- E. Underground utility lines;
- F. Parks/open space;
- G. Accessory uses;
- H. Overhead utilities;
- I. FAMILY CHILD CARE HOME.

INTRODUCED on January 4, 2022, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado, on January 18, 2022, read by title and number, passed without amendment as set forth herein, approved, and ordered published as required by the Charter.

TOWN COUNCIL OF THE TOWN OF  
NEW CASTLE, COLORADO

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

ATTEST:

\_\_\_\_\_  
Melody Harrison, Town Clerk



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## Memorandum

**To:** Mayor Riddile & Town Council  
**From:** Dave Reynolds  
**Subject:** Agenda Item: Consider Ordinance E 2022-1 on second reading  
**Date:** 01/18/22

**Purpose:**

The purpose of this agenda item is to consider Ordinance E 2022-1 “an ordinance of the Town of New Castle Water and Sewer Enterprise amending Chapters 13.32 & 13.36 of the New Castle Municipal Code concerning the regulations of wastewater discharge and cross connection.”

This is second reading for this Ordinance E 2022-1. No adjustments have been made following first reading.

**TOWN OF NEW CASTLE, COLORADO**  
**ORDINANCE NO. E 2022-01**

AN ORDINANCE OF THE TOWN OF NEW CASTLE WATER AND SEWER  
ENTERPRISE AMENDING CHAPTERS 13.32 & 13.36 OF THE NEW CASTLE  
MUNICIPAL CODE CONCERNING THE REGULATION OF  
WASTERWATER DISCHARGE AND CROSS CONNECTIONS

WHEREAS, the Town of New Castle, Colorado (“Town”) is a home rule municipality with all of the powers, authorities, and privileges granted to it under its Charter and Colorado law; and

WHEREAS, pursuant to Chapter 13.04 the Town has established a Water and Sewer Enterprise (the “Enterprise”) as an enterprise of the Town within the meaning of Article X, Section 20 of the Colorado Constitution to manage, operate, use, maintain, and conduct all water, wastewater, and storm water activities, services, and facilities of the Town;

WHEREAS, pursuant to Section 13.04.050, the New Castle Town Council serves as the governing body of the Enterprise (the “Enterprise Board”); and

WHEREAS, Municipal Code (“Code”) Chapter 13.32 specifies the requirements for domestic and industrial discharge into the town’s wastewater treatment system;

WHEREAS, Code Chapter 13.36 specifies the requirements for cross connections with the town’s potable water supply;

WHEREAS, Chapter 13.32 has been insufficient for monitoring discharge and preventing instances of harmful effluents from entering the wastewater treatment system;

WHEREAS, Chapter 13.36 contains deficient specifications for regulating cross connections within the potable water supply;

WHEREAS, in order to help preserve safe and optimal performance of the Town’s potable water and wastewater systems, town staff recommends amending Chapter 13.32 and Chapter 13.36 with the revisions below;

WHEREAS, pursuant to the powers granted to the Enterprise under Section 13.04.060, the Enterprise Board now desires to amend the Code as provided in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE NEW CASTLE WATER AND SEWER ENTERPRISE AS FOLLOWS:

1. **Recitals.** The foregoing recitals are incorporated by reference herein as findings and determinations of the Enterprise Board.
2. **Chapter 13.32 Amendment.** Chapter 13.32 of the Code is repealed in its entirety and replaced by the following text:

## **Chapter 13.32 – Sewage discharge regulations.**

The provisions contained in this chapter are set forth to prevent the discharge of any waters which may interfere with the operation of the wastewater reclamation facilities or cause damage to or pollution of the Town public wastewater system.

The size, slope, alignment and materials for construction of all public wastewater systems, including building sewers, and the methods to be used in excavating, placing the pipe, jointing, testing, backfilling the trench and connecting the building sewer into the public wastewater system, shall conform to the requirements of this Code and all applicable ordinances, regulations and specifications which may be adopted by the Town.

### **13.32.010 – Definitions.**

“Domestic or Sanitary Wastes” means liquid, solid, and semi-solid wastes from the noncommercial preparation, cooking, and handling of food and/or containing only human excrement and similar matter from the sanitary conveyances of dwellings, commercial buildings, industrial facilities, and institutions. Domestic users requiring interceptors or separators per the plumbing code shall comply with section 13.32.030 below.

“Industrial Wastes” means the liquid, solid, and semi-solid wastes from industrial manufacturing processes, trade, or businesses that do not include domestic or sanitary wastes unless specifically regulated by applicable standards.

“Normal Domestic Strength Wastewater” means wastewater that when analyzed by methods approved under 40 CFR Part 136 and contains no more than 250 mg/L of Total Suspended Solids (TSS) and 250 mg/L of Biochemical Oxygen Demand (BOD<sub>5</sub>).

"User" means any entity connected to the Town's public wastewater facilities.

### **13.32.020 – Nonacceptable discharge.**

- A. No person shall discharge or cause to be discharged any storm water runoff, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water into the public wastewater system. Storm water shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the town administrator or designated representative.
- B. No person shall discharge or cause to be discharged any of the following described water or wastes into the Town's public wastewater facilities:
  1. Any solid, liquid or gas having a temperature higher than one hundred fifty (150) degrees Fahrenheit.

2. Any gasoline, benzene, naphtha, fuel oil, petroleum products or derivatives, mineral oil or other flammable or explosive liquid, solid or gas.
3. Any waters containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any wastewater reclamation process, equipment or employees, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving of waters to the public wastewater facilities.
4. Any waters or wastes containing fats, wax, *grease* or oils, whether emulsified or not, in excess of twenty-five (25) milligrams per liter or containing substances that will solidify or become discernibly viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees Fahrenheit.
5. Greywater and blackwater from recreational vehicles.
6. Any food waste that is not properly shredded.
7. Any waters or wastes having a pH lower than six (6.5) or greater than nine (9.0) or having any other corrosive property capable of causing damage or hazard to the public wastewater system, equipment or personnel, or that create any hazard in the receiving stream, including but not limited to cyanides in excess of twenty-five-hundredths (0.025) milligrams per liter as cyanides or in excess of one (1) milligram per liter of hydrogen sulfide in the wastewater discharged to the public wastewater system; provided, however, that these standards may be amended to conform to more restrictive state or federal regulations as may be adopted.
8. Solid or viscous substances in quantities or of size capable of causing obstruction to the flow in the public wastewater system or other interference with the proper operation of the wastewater reclamation facilities, such as but not limited to: ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, cattle manure, hair, fleshings and entrails, beer or distillery slops, chemical residues, paint or ink residues, cannery wastes, tannery wastes, bulk solids or, either whole or ground by garbage grinders, paper dishes, cups or milk containers.
9. Any toxic substance, as the same is defined in the Rules and Regulations of the Environmental Protection Agency embodied in 40 C.F.R. § 266.505-266.506 and § 403, prohibiting the discharge of hazardous waste pharmaceuticals.
10. Any substance which would cause the Town's public wastewater facilities to violate any permit issued by the State, the federal government or any other applicable agency.
11. Any waters or wastes containing strong acid pickling wastes or concentrated plating solutions.

12. Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater exceeds the limits established by the public works director in compliance with applicable state or federal regulations.
13. Any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established by the public works director in compliance with applicable state or federal regulations.
14. Any waters or wastes containing phenols or other waste- or odor-producing substances in such concentrations exceeding limits established by the public works director in compliance with regulations of state or federal agencies having jurisdiction over discharge to the receiving streams.
15. Any waters, wastes, materials or substances which, either singularly or by interaction with other waters or wastes in the public wastewater system, release obnoxious or malodorous gases, form suspended solids in unusual concentration or create any other condition deleterious to structures and reclamation processes or which are capable of creating a public nuisance or hazard to public health.
16. Materials which exert or cause:
  - a. Unusual concentrations of inert suspended solids (such as but not limited to Fuller's earth, lime slurries and lime residues) or of dissolved solids (such as but not limited to sodium chloride and sodium sulfate).
  - b. Excessive discoloration, such as but not limited to dye wastes and vegetable tanning solutions.
  - c. Biochemical Oxygen Demand (BOD<sub>5</sub>) greater than domestic wastewater or having Suspended Solids (SS) greater than domestic wastewater, except that industrial wastes, as defined in Section 13-3-10 of this Article, may be discharged into the public wastewater system, provided that the person so discharging notifies the town administrator or designated representative in advance thereof and thereupon fully qualifies and complies with all the terms and provisions of this Chapter relating to industrial wastes; however, the person first must have received approval by action of the public works director to dump such wastes. Approval is revocable at any time by the director.
  - d. Volume of flow or concentration of wastes constituting a slug.
17. Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater reclamation processes employed or are amenable to reclamation only to such degree that the wastewater treatment facility's effluent

cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

If any waters or wastes are discharged or are proposed to be discharged to the public wastewater facilities, which waters contain the substances or possess the characteristics enumerated in Subsections (A), (B) and (C) above, the town administrator shall have available those remedies as are set forth in Section 13.32.040.

### **13.32.030 – Interceptors and separators.**

Interceptors and separators shall be provided as necessary to prevent the discharge of oil, grease, and other substances, including but not limited to those listed in Section 13.32.020, that may be harmful or hazardous to the public sewer, the private sewage system or the sewage treatment plant or processes. Interceptors and separators shall conform to the requirements and specifications of the Town's currently adopted plumbing code.

Interceptors and separators shall be utilized and maintained in continuously efficient operation at all times by the user at the user's expense. Users shall maintain and clean interceptors and separators at least four (4) times annually in order to prevent harmful materials from entering the public wastewater system. The town administrator or designated representative may reduce the maintenance frequency for good cause upon request from the user. All maintenance records shall be provided to the town with a third party affidavit from a commercial hauler indicating the delivery of such material to an appropriate handling facility by the time of the user's business license expiration date. The third party affidavit shall be a prerequisite for business license issuance.

### **13.32.040 – Remedial action.**

If any waters or wastes are discharged or are proposed to be discharged to the public wastewater system containing the substances or possessing the characteristics enumerated in Section 13.32.020 of this Chapter or otherwise have a deleterious effect upon the public wastewater facilities or public health, the town administrator may enforce one or more remedies which include, but are not limited to:

- A. Following a notice of violation and demand for abatement from the Town, disconnecting potable water service and refusing to accept the wastes into the public wastewater system until all unacceptable discharges have ceased, any system repairs or maintenance related thereto have been completed, and any costs associated therewith to be paid by the user have been paid to the Town;
- B. Requiring pretreatment by the user at their own expense to an acceptable condition for discharge to the public wastewater system;
- C. Requiring control by the Town over the quantities and rates of discharge;

- D. Requiring payment by the User to the Town to cover the Town's actual cost of handling and treating the wastes as set forth in Section 13.32.110; or
- E. Commencing an action in municipal, county, or district court, as appropriate to pursue appropriate legal and/or equitable relief arising out of or related to the violation

**13.32.050 – Control manhole.**

Any user who discharges any industrial waste, any wastewater identified as having a strength in excess of normal domestic strength wastewater, or any nonacceptable waste as defined in Section 13.32.020 into the public wastewater system shall install a suitable control manhole in the building wastewater line to facilitate observation and sampling of the waste by the Town. Such manholes shall be accessible and safely located and shall be constructed in accordance with plans approved by the Town. They shall be installed and maintained by the user at the user's expense

**13.32.060 – Pretreatment of unacceptable wastes.**

Where investigation reveals the presence in the system of nonacceptable wastes or if it is known that such wastes will be produced, the owner, lessor, renter or occupant of any lot, land, building, or premises from which such wastes emanate shall be required at his or her own expense to treat, neutralize or in other ways prepare the noxious substance therein to convert the same into acceptable wastes.

**13.32.070 – Industrial discharge permit.**

All users who propose to connect to the Town's public wastewater facilities in order to discharge industrial waste as defined in 13.32.010 shall require an industrial discharge permit. A permit application shall be filed with the town administrator or designated representative and shall contain the following information:

- A. The name, address and location of the discharger.
- B. The standard industrial classification (S.I.C.) number of the business according to the standard industrial classification manual.
- C. Disclosure of wastewater constituents and characteristics, including but not limited to those mentioned in this Article, including the regulations of the United States Environmental Protection Agency as incorporated herein, as determined by appropriate chemical or biological analysis. Sampling and analysis shall be performed in accordance with the procedures established by the United States Environmental Protection Agency and contained in 40 C.F.R. Part 136, as amended.
- D. Disclosure of the time and duration of discharge.

- E. Disclosure of average daily and instantaneous peak wastewater flow rates and gallons per day, including daily, monthly and seasonal variations, if any. All flows shall be measured, unless other verifiable techniques are approved by the public works director due to cost or other reasons.
- F. Disclosure of site plans, floor plans, mechanical and pumping plans and details to show all sewers, sewer connections, inspection manholes, sampling chambers and appurtenances by size, location and elevations.
- G. A description of activities, facilities and plant processes on the premises, including all materials which are or may be discharged to the sewers and disclosure of the nature and concentration of any pollutants or materials in the discharge prohibited by this Chapter together with a statement regarding whether or not compliance is being achieved with this Chapter on a consistent basis and, if not, whether additional operation and maintenance activities or additional pretreatment would be required in order for the discharger to comply with this Chapter.
- H. Where additional pretreatment and/or operation or maintenance activities will be required to comply with this Chapter, a declaration of the shortest schedule by which the discharger will provide such additional pretreatment and/or implementation of additional operation and maintenance activities.
- I. Disclosure of each product produced by type, amount, process and rate of production; and disclosure of the type and amount of raw materials utilized (average in maximum per day).

All permit applications shall be signed by a principal executive officer of the discharger, under oath and subject to the penalties of perjury, and shall be approved by an engineer licensed to practice in the State.

**13.32.080 – Structures required for discharge permit.**

Any user who requires a discharge permit shall install a suitable structure, together with such necessary meters and other appurtenances in the building sewer, to facilitate observation, sampling and measurement of the wastes. Such structure shall be constructed in accordance with plans approved by the town administrator or designated representative. The structure shall be installed and maintained by the owner at his or her expense so as to be safe and accessible at all times.

**13.32.090 – Industrial discharge permit conditions and reporting.**

- A. All industrial users regulated by the state or EPA that are that are applying for or hold a Notice of Discharge Requirements (NDR) issued by the Colorado Department of Public Health and Environment (CDPHE) pursuant to Regulation 63, shall copy the Town on the following items:
  - 1. NDR application information;

2. The NDR issued by the CDPHE;
  3. All reports required by the NDR; and
  4. Any other report or documentation reported to the CDPHE as required by the NDR or Regulation 63.
- B. All industrial users that are Categorical Industrial Users shall notify the Town that they are located within the Town and meet the definition of an industrial user. The industrial user shall copy the Town on all reports, documents and notifications that are reported to EPA pursuant to 40 CFR Part 403 and the applicable Categorical Standard. A Categorical Industrial User (CIU) means an Industrial User subject to a Categorical Pretreatment Standard that appears in 40 CFR chapter I, subchapter N, Parts 405-471.
- C. Once every six months, all users operating under an industrial discharge permit shall file a written report with the public works director. This report shall contain at least the following information:
1. The nature and concentration of prohibited or regulated substances in the effluent.
  2. A record of all measured or estimated average and minimum daily flows during the reporting period.
  3. Whether or not the applicable pretreatment standards or requirements are being met on a consistent basis; and whether additional pretreatment may be necessary in order to bring the discharger into compliance with the applicable standards.
  4. The results of all sampling and analysis of the discharge, including the flow and nature of the concentration or production en masse where required by the public works director. All analyses shall be performed in accordance with 40 C.F.R. Part 136.
- D. All such periodic reports shall be signed by a responsible official of the discharger, under oath, and subject to the penalties of perjury; and, if required by the public works director, shall be signed by an engineer licensed to practice in the State.

**13.32.100 – Enforcement of discharge permits.**

- A. The town administrator or designated representative may revoke the permit of any discharger who:
- 1) Fails to factually report the wastewater constituents and characteristics of its discharge.
  - 2) Fails to report significant changes in wastewater constituents and characteristics.

- 3) Refuses reasonable access to the discharger's premises by representatives of the authority for the purpose of inspection or monitoring.
  - 4) Violates the conditions of its permit, this Chapter or any final judicial order entered with respect thereto.
- B. In the event a user violates the conditions of the discharge permit or fails to report discharge in the manner specified in Section 13.32.090, the town administrator is authorized to suspend potable water service when the actual or threatened discharge presents an imminent or substantial danger to the health or welfare of persons, the environment, operation of the public wastewater facilities, violates any pretreatment limits imposed by this Chapter or any discharge permit issued pursuant to this Chapter.
  - C. Any discharger notified of the suspension of wastewater treatment service or of the discharge permit shall, within a reasonable period of time as determined by the public works director, cease all discharges. In the event of failure of the user or discharger to comply voluntarily with the suspension order within the specified time, the town administrator and Town Attorney, with authorization from Town Council, may initiate judicial proceedings to induce compliance with such order and obtain any other legal and/or equitable relief.
  - D. Any user who violates any of the provisions of this Chapter, the rules or regulations adopted pursuant hereto, or a term and condition of any permit issued pursuant to this Chapter will be subject to the general penalty in Section 1.20.010 of this code.

**13.32.110 – Recovery of costs**

Any user who violates any of the provisions of this Chapter, discharges or causes a discharge producing a deposit or obstruction, or causes damage to or impairs the Town's public wastewater facilities, shall be liable to the Town for any expense, loss or damage caused by such violation or discharge. The Town shall bill the user for the costs incurred by the town in any cleaning or repair replacement work caused by the violation or discharge. Refusal to pay the assessed cost shall constitute a violation of this Chapter enforceable as provided in this Chapter and shall constitute a lien on the User's property which may be enforced pursuant to Section 13.12.140 of the Code.

**13.32.120 – Right of entry.**

- A. The town administrator, or designated representative, shall be permitted to enter the property of all users for the purposes of inspection, observation, measurement, sampling and testing pertinent to sewage discharge to the Town's public wastewater facilities in accordance with the provisions of this Chapter. While performing work pursuant to this Chapter, all employees of the town shall observe all safety rules applicable to the premises established by the owner or contractor for his or her own employees.
- B. The town administrator, or designated representative, shall be permitted to enter all private properties through which the Town holds a duly negotiated easement for the purposes of,

but not limited to, inspection, observation, measurement, sampling, repair, maintenance or replacement of any portion of the public wastewater system lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the easement.

**13.32.130. – Sewer service surcharge**

- A. Major contributing user surcharge: The surcharge applied in addition to sewer service charges to mitigate the additional impact on the town’s public wastewater system is applicable to users that have or may have in the future pretreatment or industrial wastewater reclamation agreements with the town. The surcharge is as set forth in town’s Directory of Fees.
- B. Sampling charge: Those industrial and commercial contributors who contribute wastewater which is monitored by the Town shall pay a sampling charge as set forth in the Town’s Directory of Fees. For tests completed by outside certified laboratories, contributors will be charged the cost of the required testing.

- 3. **Section 13.36 Amendment.** Section 13.36 of the Town Municipal Code is repealed in its entirety and replaced by the following text:

**Chapter 13.36 – Cross Connections**

**13.36.010 – Responsibility of enforcement.**

The town administrator or designated representative shall be responsible for the management of the water system of the Town and all of the property appertaining thereto. He or she shall see that such system and such property are in good working order and repair. He or she shall ensure proper compliance with all local, state and federal regulations for the collection, transmission, treatment, and distribution of water and shall perform all other duties in connection with such system as may be required of him or her by the town council. This responsibility shall include enforcement of the provisions of this Chapter.

The town administrator or designated representative is hereby delegated the responsibility to implement a cross-connection control program in accordance with this Chapter, and for the enforcement thereof. If a backflow prevention device is required at the Town water service connection to any owner's premises for the protection of the municipal water system, the town administrator, or designated representative, shall give notice in writing to the owner to install an approved backflow prevention assembly at each service connection to the premises. The owner shall install an approved assembly or assemblies at the owner's own expense. No provision of this Chapter exempts the owner from the cross-connection control provisions for internal water distribution systems as contained in the plumbing code adopted by the Town from time to time.

**13.36.020 - Authority.**

The authority to implement and maintain this program of cross connection control in addition to this chapter, is contained in the following legislative actions:

- A. Sections 25-1-114 and 25-1-114.1, C.R.S.;
- B. Regulation NO.11 – Colorado Primary Drinking Water Regulations, Section 11.39;
- C. CDPHE Policy 7: Backflow Prevention and Cross-Connection Control Rule Policy
- D. Occupational Safety and Health Administration Federal Register No. 202 Part 2, Page 22234, Subpart J;
- E. Uniform Plumbing Code of the International Plumbing and Mechanical Officials, Chapter 10, Sections 1001, 1002 and 1003.2.0;

### **13.36.030 – Definitions.**

The following terms as used in this chapter shall have the meanings hereinafter designated:

"Air gap" means the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, other device or vessel and the flood level rim of said vessel.

"Approved backflow prevention device (assembly)" means a device listed in the latest University of Southern California Foundation for *Cross Connection Control* and Hydraulic Research (F.C.C. and H.R.) "List of Approved Backflow Prevention Assemblies."

"Backflow" means the undesirable reversal of the direction of flow of the water or mixtures of water and other liquid, gases, or other substances into the distribution pipes of the potable water supply from any source or sources caused by backpressure or backsiphonage.

"Backpressure" means backflow caused by a pump, elevated tank, boiler or means that could create an elevated pressure within the nonpotable water system greater than the supply pressure.

"Backsiphonage" means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by negative or subatmospheric pressure in the potable water supply system.

"Certified cross connection control technician" means a person who has shown his or her competency and has passed the cross connection control technician certification examination given by the Water Distribution and Wastewater Collection Systems Council. This person shall be familiar with appropriate laws and rules, and shall be able to make competent tests and repairs on all approved backflow prevention devices, and stay abreast of all new products and information on the subject. The technician shall be listed by the Colorado Department of Health.

"Check valve" means a self-closing device which is designed to permit the flow of fluids in one (1) direction and to close if there is a reversal of flow.

“Colorado Department of Health Cross-Connection Control Manual” means a manual that has been published by the State addressing cross-connection control practices which will be used as a guidance document for the utility in implementing a cross-connection control program.

"Containment" means protection by the installation of an approved backflow prevention device or method on the water service line(s) serving any premises, location, facility, or area. Protection by containment shall be used when the potable water system may be contaminated or polluted by substances used within a building or premises.

"Contamination" means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds, or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.

“Controlled” means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross-connection.

“Critical level” means the critical level (C-L or C/L) marking on a backflow prevention device assembly or vacuum breaker which is a point conforming to approved standards and established by the testing laboratory (usually stamped on the device by the manufacturer), which determines the minimum elevation above the flood-level rim of the fixture, highest point of usage, or receptacle served at which the device may be installed. When a backflow prevention device assembly does not bear a critical level marking, the bottom of the vacuum breaker, combination valve or any such approved device assembly shall constitute the critical level.

"Cross connection" means any physical arrangement whereby a potable water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, tank, plumbing fixture, or other device which contains or may contain contaminated water, sewage, or other waste, liquid or gas of unknown or unsafe quality which may be capable of imparting contamination or pollution to the potable water supply as a result of backflow.

“Cross-connection, controlled” means a connection between a potable water system and a nonpotable water system with an approved backflow prevention assembly properly installed that will continuously afford the protection commensurate with the degree of hazard.

“Cross-connection, uncontrolled” means a connection between a potable water system and a nonpotable water system that does not have an approved backflow prevention assembly installed.

"Customer" means the person or organization responsible for the water utility account for the premises and includes authorized employees or agents or the owner.

"Distribution main" means that portion of the water supply system that transmits and distributes water of the town from treatment or storage facilities to users excluding service lines.

“Double check valve assembly” means an assembly of two (2) independently operating approved check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications and approval of a recognized and utility-approved testing establishment for backflow prevention assemblies. To be approved, these assemblies must be readily accessible for in-line maintenance and testing and be installed where no part of the device will be submerged.

“Hazard, degree of” means the term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

“Hazard, health” means any condition, device or practice in the water supply system and its operation which could create or, in the judgment of the town administrator, may create, a danger to the health and well-being of the water consumer. An example of a health hazard is a structural defect, including cross-connections, in a water supply system, or a direct connection of a potable water supply line to a sanitary sewer.

“Hazard, plumbing” means a plumbing type cross-connection in a consumer's potable water system that has not been properly protected by a vacuum breaker, air-gap separation or backflow prevention assembly. Unprotected plumbing type cross-connections are considered to be a health hazard.

“Hazard, pollution” means an actual or potential threat to the physical properties of the water system or to the potability of the public potable water system or the consumer's potable water system, but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.

“Hazard, system” means an actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.

“Industrial fluids system” means any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a system, pollution or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and used waters originated from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalies, circulated cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, lakes, dams, ponds, retention pits, irrigation canals, systems, etc.; oils, gases, glycerine, paraffins, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for fire-fighting purposes.

“Nonpotable water” means water that is not safe for human consumption or that is of questionable quality.

"Pollution" means the presence of any foreign substance (organic, inorganic, radiological, or biological) in the water that may degrade the water quality so as to constitute a non-health type hazard or impair its usefulness.

"Potable water" means water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical, and radiological quality shall conform with the state of Colorado Primary Drinking Water Regulations.

“Reduced pressure principal assembly” means an assembly of two (2) independently operating approved check valves with an automatically operating differential relief valve between the two (2) check valves, tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The entire assembly shall meet the design and performance specifications and approval of a certified cross-connection control technician. The assembly shall operate to maintain the pressure in the zone between the two (2) check valves at a level less than the pressure on the public water supply side of the device. At cessation of normal flow, the pressure between the two (2) check valves shall be less than the pressure on the public water supply side of the device. In case of leakage of either of the check valves, the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. To be approved, the assembly must be readily accessible for in-line maintenance and testing and be installed in a location where no part of the device will be submerged.

"Service line" means the water line extending from the point of connection at the corporation stop.

“Survey” means a survey of property plumbing conducted by an authorized employee of the town for the purposes of identifying cross-connections, both controlled and uncontrolled.

"User" means any person who uses, takes water from or is connected to the water supply system of the town.

“Vacuum” means any pressure less than that exerted by the atmosphere.

“Vacuum breaker, atmospheric nonpressure type” means a vacuum breaker consisting of an air inlet opening and a nonloaded check disk valve designed to prevent backsiphonage only. The assembly shall not be subjected to continuous static line pressure or backpressure or be installed where it would be under pressure for more than twelve (12) hours in any twenty-four-hour period.

“Water service connection” means the terminal end of the town’s service; i.e., where the town loses jurisdiction and sanitary control over the water at its point of delivery to the customer. There shall be no unprotected take-offs from the service line ahead of any meter or backflow prevention assembly located at the point of delivery to the customer's water system. Service connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.

“Water supply system” means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

### **13.36.040 – Water system.**

The municipal water system shall consist of the source and distribution facilities of the water system to the point of the owner's system. The source shall include all components of the facilities utilized in the production, treatment, storage and delivery of water to the distribution system. The distribution system shall include the network of conduits used for the delivery of water from the source to the owner's system. The owner's water supply system shall begin at the water service connection.

### **13.36.050 – Types of backflow prevention assemblies.**

The type of protective assembly required shall depend upon the degree of hazard which exists, as determined by the town administrator or designated representative, based upon the following general guidelines:

- A. Commercial and or Industrial connections to the Towns potable water supply, shall be protected by Air Gap or Reduced Pressure Principal Backflow Device.
- B. Multi-family connections where one potable water line serves more than one residential dwelling unit shall be protected by either Air Gap or Reduced Pressure Principal Backflow Device.
- C. In the case of any premises where there is an auxiliary water supply and it is not subject to any of the following rules, the municipal water system shall be protected by an approved air-gap separation or an approved reduced pressure principal backflow prevention assembly.
- D. In the case of any premises where there is water or any substance that would be objectionable but not hazardous to health if introduced into the municipal water system, the municipal water system shall be protected by an approved double check valve assembly.
- E. In the case of any premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the municipal water system or there has been a backflow incident, either suspected or documented, the municipal water system shall be protected by an approved air-gap separation or an approved reduced pressure principal backflow prevention assembly.
- F. In the case of any premises where there are uncontrolled cross-connections, either actual or potential, the municipal water system shall be protected by an approved reduced pressure principal backflow prevention assembly at the service connection.

- G. In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the municipal water system shall be protected against backflow or backsiphonage from the premises by the installation of a backflow prevention assembly in the service line. In this case, maximum protection shall be required; that is, an air gap shall be installed in each service connection to the premises.

**13.36.060 – Installation, testing, & inspections for backflow assemblies**

- A. Building plans must show water service size and location, backflow prevention device size, type and location, fire sprinkling system service line size and type of backflow prevention device, as must any irrigation system on the premises.
- B. Backflow prevention devices are to be installed by a licensed plumber in an accessible location to facilitate testing, maintenance and repair. They shall be installed downstream of water meters. There shall be no connections or tees between the meter and service line backflow prevention device.
- C. In order to insure that backflow prevention devices continue to operate satisfactorily, it will be necessary that they be tested at the time of installation and on an annual schedule thereafter. Such test will be conducted in accordance with F.C.C. and H.R. performance standards as directed by the Colorado Department of Health and the town by a certified cross connection control technician.
- D. All costs for design, installation, maintenance, repair and testing are to be borne by the customer.
- E. No grandfather clause exists. All laws and regulations apply regardless of the age of the facility.
- F. Backflow prevention device installations shall be inspected and approved for use by the town.

**13.36.070 – Right of entry for the inspection of cross-connections.**

- A. The Town retains the right to test or otherwise check the installation and operation of any containment device.
- B. The water utility representative assigned to inspect premises relative to possible hazards shall carry proper credentials of his or her office, upon exhibit of which he or she shall have the right of entry during usual business hours to inspect any and all buildings and premises for cross connection in the performance of his or her duties. The right of entry shall be a condition of water service.

**13.36.080 – Surveys, inspections, testing and repair of cross-connections.**

It is the responsibility of the owner to grant access to the town for the purpose of conducting cross-connection site surveys. It shall be the responsibility of the owner to correct any identified uncontrolled cross-connections within one hundred twenty (120) days by installing the appropriate backflow prevention assembly for the degree of hazard identified and have certified inspections and operational tests made on the backflow prevention assembly upon installation and at least once per year thereafter. The town administrator or designated representative may require certified inspections at more frequent intervals. These inspections shall be made at the expense of the owner and shall be performed by a certified cross-connection control technician. A backflow prevention assembly shall be repaired or replaced at the expense of the owner whenever an assembly is found to be defective. Site surveys are conducted at no expense to the owner, however correction of identified cross-connections including the purchase, installation, testing, and repairs of backflow prevention assemblies, shall be at the owner's expense.

### **13.36.090 – Reporting and recordkeeping of cross-connections.**

The certified cross-connection control technician shall report, on the form prescribed by the Town, the results of inspections, tests and maintenance to the town administrator and the water owner. This report shall be submitted to the town administrator or designated representative within ten (10) days following the completion of the inspection, test or maintenance of the device. The certified inspector shall also, on the form prescribed by the Town, attach a card to the backflow prevention assembly following such inspection, test or maintenance activity to document and date the activities performed. Records of all inspections, tests or maintenance activities, including materials and parts changed, shall be kept by the certified cross-connection control technician and the owner. Backflow prevention assemblies that fail testing shall be reported to the town of New Castle immediately by email or phone call.

### **13.36.100 – Approved backflow prevention assemblies.**

Any backflow prevention assembly required herein shall be of a model and size approved by the town administrator or designated representative. The term approved backflow prevention assemblies means an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association entitled "AWWA C506-78 Standards for Reduced Pressure Principal and Double Check Valve Backflow Prevention Devices," which is hereby adopted by reference in its present form and as it may subsequently be amended from time to time as the time standard. The term approved backflow prevention assembly also means an assembly that has completely met the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research (FCC and HR) of the University of Southern California established by "Specifications of Backflow Prevention Devices - Section 10," of the most current issue of "Manual of Cross-Connection Control," which is hereby adopted by reference as the City laboratory and field performance specifications. Final approval shall be evidenced by a certificate of approval issued by an approved testing laboratory certifying full compliance with said AWWA standards and FCC and HR specifications. In addition to the aforementioned standards and specifications, all backflow prevention assemblies shall have a unique serial number attached to the device by the manufacturer.

**13.36.110 – Enforcement of cross-connection assemblies.**

- A. It is unlawful for any user or customer to cause or allow the existence of a hazardous cross connection which is not contained by an approved backflow prevention device in the customer service line to prevent contamination or pollution in the Town's distribution mains. Failure of the customer to cooperate in the installation, maintenance, testing, or inspection of such devices shall be grounds for discontinuance of water services to the premises or the requirement for an air gap separation from the public potable water system.
- B. Service of water to any premises may be discontinued by the Town after written notification, if unprotected cross connections exist on the premises or if any defect is found in an installed backflow prevention device or if a backflow prevention device has been removed or bypassed. Service shall not be restored until such conditions or defects are corrected.
- C. Discontinuance of service may be summary, immediate, and without written notice whenever, in the judgment of the town administrator, such action is necessary to protect the purity of the public potable water supply to the safety of the water system.

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

INTRODUCED on January 4th, 2022, at which time copies were available to the Enterprise Board 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 meeting of the Enterprise Board on January 18<sup>th</sup>, 2022, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO

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

ATTEST:

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Melody Harrison, Clerk

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**New Castle Town Council Regular Meeting  
Tuesday, January 04, 2022, 7:00 PM**

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:  
<https://us02web.zoom.us/j/7096588400>

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Please call: 1-346-248-7799  
Meeting ID: 709 658 8400

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

**Call to Order**

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

**Pledge of Allegiance**

**Roll Call**

Present	Councilor Mariscal (virtual)
	Councilor Owens (virtual)
	Councilor Hazelton
	Mayor A Riddile
	Councilor Copeland
	Councilor Leland
	Councilor G Riddile
Absent	None

Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody Harrison, Town Treasurer Loni Burk, Town Planner Paul Smith, Recreation Director Hannah Bihl, Town Attorney David McConaughy, and members of the public.

**Meeting Notice**

Town Clerk Melody Harrison verified that her office gave notice of the meeting in accordance with Resolution TC 2021-1.

**Conflicts of Interest**

There were no conflicts of interest.

**Agenda Changes**

Town Administrator Dave Reynolds told the council that staff would like to move agenda item G, the discussion regarding procedures for CVR filing 11, to be Item E to allow the town attorney to leave. The council agreed.

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

2 There were no citizen comments.

3  
4 **Consultant Reports**

5 Consultant Attorney – Attorney McConaughy told the council that regarding the discussion  
6 during the work session about the citizens of Glenwood Springs petitioning the city to  
7 repeal the annexation of the 480 Donegan property, he disclosed that his firm was the  
8 attorney for the applicant, and they were also challenging Aspen’s emergency ordinance  
9 that imposed a moratorium on development and short-term rentals.

10 Consultant Engineer – not present.

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13 **Items for Consideration**

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15 **Consider a Letter of Interest from Dick Fletcher for Appointment to a Seat on the**  
16 **Historic Preservation Commission**

17 Clerk Harrison told the council that Mr. Fletcher had submitted a letter of interest for the  
18 vacant seat on the Historic Preservation Commission, where his wife also served. She said  
19 that he was present to speak with the council.

20 Mr. Fletcher greeted the council. He said that he had moved to New Castle seven years  
21 earlier with his wife, Ruth. He said that he felt that preservation of buildings was  
22 interesting to him as he had always been intrigued by history.

23 Mr. Fletcher said that he had a master’s degree in public recreation administration from  
24 CSU which led to a 28-year career with Colorado State Parks. Since retiring, Mr. Fletcher  
25 said that he had been volunteering at the Schneegas Wildlife Foundation in Silt,  
26 specifically caring for three wolf hybrid residents. Mr. Fletcher said that he played a  
27 confederate soldier in the ghost walk in the Highland Cemetery and had learned a lot  
28 about local history researching his character.

29 Mr. Fletcher said that he and his wife had seen, firsthand, what a historic preservation  
30 program could do in Georgetown, Colorado, where they owned a home with their eldest  
31 Son. He said he wanted to be part of that in New Castle. Mr. Fletcher said that he was a  
32 U.S. Navy veteran, and he was ready to do his part with the Historic Preservation  
33 Commission.

34 **MOTION: Mayor A Riddile made a motion to appoint Dick Fletcher to the vacant**  
35 **seat in the Historic Preservation Commission. Councilor Copeland seconded the**  
36 **motion and it passed unanimously.**

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

40 **MOTION: Mayor A Riddile made a motion to recess the town council meeting and**  
41 **to convene as the local liquor licensing authority. Councilor Hazelton seconded**  
42 **the motion and it passed unanimously.**

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45 **Consider a Special Events Liquor License Application from the Town of New**  
46 **Castle for Bad Art Night on January 15, 2022**

47 Clerk Harrison told the council that Kelley Cox, Arts and Enrichment Coordinator, had  
48 applied for a special event liquor license for the event “Bad Art Night’ that will take place

1 on January 15, 2022. She said that the recreation department staff had been TiPS  
2 certified. Recreation Director Hannah Bihr that Arts and Enrichment Coordinator Kelley  
3 Cox will be the point of contact for alcohol service. She also told the council that each  
4 participant will receive two drink tickets with their registration, and they can get either  
5 adult beverages or soda. She also said that snacks will be served.

6 **MOTION: Councilor G Riddile made a motion to approve the special events liquor**  
7 **license application from the Town of New Castle for Bad Art Night on January 15,**  
8 **2022. Mayor A Riddile seconded the motion and it passed unanimously.**  
9

10  
11 **Consider an Application from Tapatios, LLC, to Modify their Hotel & Restaurant**  
12 **Liquor Licensed Premises**

13 Clerk Harrison told the council that Tapatios, owned by Esmeralda Cornejo, had leased the  
14 unit adjacent to the restaurant and intended to use the space for a new office area, a new  
15 storage area and a new service area. Clerk Harrison said that the application for  
16 modification of their license included an additional portion of the sidewalk that would allow  
17 them to access the sidewalk service area from the new indoor service area. She said that  
18 the applicant had submitted a complete application including an amendment to the lease  
19 to include the new unit as well as the new sidewalk area. Clerk Harrison said that staff  
20 recommended approval.

21 Ms. Esmeralda Cornejo greeted the council and told them that business had been very  
22 good, and the expansion would be quite helpful.

23 **MOTION: Councilor Hazelton made a motion to approve the application from**  
24 **Tapatios, LLC, to modify their Hotel & Restaurant Liquor License. Councilor**  
25 **Copeland seconded the motion and it passed unanimously.**  
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28 Adjourn the Local Liquor Licensing Authority, Reconvene the Town Council Meeting

29 **MOTION: Mayor A Riddile made a motion to adjourn the local liquor licensing**  
30 **authority and to reconvene the town council meeting. Councilor Copeland**  
31 **seconded the motion and it passed unanimously.**  
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34 **Discussion: Recreation Facilities Development Fee**

35 Town Administrator Dave Reynolds said that the \$500.00 recreation development fee,  
36 which was collected with every new home permit application, was used for recreation  
37 development projects such as new parks. He said that staff had found that the fee  
38 originated in 1998 and was \$436.00. In 2000, the fee was increased to \$500.00, but has  
39 not been increased since. He said that the cost of developing recreation facilities had gone  
40 up substantially since the years 2000, and staff felt that it was worth a conversation with  
41 council to consider an increase if council wished to do so.

42 Administrator Reynolds said that he felt the town had been good stewards of those fees  
43 and the funds had been used to projects such as building Bear Dance Park and making  
44 improvements to other parks. He said there were future park projects in the works with  
45 improvements to both Burning Mountain Park and Frank Breslin Memorial Park on the  
46 horizon. Administrator Reynolds said that there was also a lot of development coming  
47 which will put a lot of demand on the town's parks facilities, so it is anticipated that the  
48 cost to maintain the facilities will increase as the population increased.

1 Administrator Reynolds told the council that staff was looking for direction on whether it  
2 was time to increase the recreation development fee.  
3 Town Attorney David McConaughy said that the recreation development fee was one of  
4 the first ordinance he wrote for the town in 1998, and that it had always been  
5 contemplated that the fee would be increased periodically, and in fact the Lakota  
6 annexation agreement specifically mentioned that the fee was \$500.00 per building permit  
7 but may increase over time.  
8 Councilor G Riddile suggested that the fee could be increased to inflation over the 20  
9 years.  
10 Attorney McConaughy gave the council a brief description of what a fee was and noted  
11 that the town had generally used the money for grant match money for projects such as  
12 parks and trails. After a brief discussion the council agreed the fee should increase.  
13 Attorney McConaughy read the code section about the recreation development fee and  
14 explained the process by which the fee could be changed. He said that council should  
15 direct staff to prepare a memo on the criteria outlined in the code, and the memo and a  
16 resolution could come back to the council at the same time for consideration. The amount  
17 of the fee will be based on the analysis done by staff.  
18 The council agreed.

### 21 **Consider Procedures for CVR Filing 11**

22 Attorney McConaughy told the council that the filing 11 application was originally denied  
23 by the Planning & Zoning Commission (P&Z). It came to the council for review, who then  
24 sent the application back to P&Z for reconsideration. P&Z had held multiple hearings on  
25 the application, and basically staff's position was that the preliminary plan had been  
26 approved with conditions but had not acted on the final plan application because it had  
27 changed, and it did not match the conditions set at preliminary plan. He said that the  
28 whole purpose of final plan was to see if the application had met the conditions of  
29 preliminary. Originally, it had been noticed as a combined preliminary/final hearing.  
30 Attorney McConaughy said that in the council packet was a letter from the applicant's  
31 attorney pointing out that the applicant never consented to bifurcating the application into  
32 separate preliminary and final applications. Their position is that by not approving the  
33 final, that essentially ended the process in P&Z as a recommendation of denial to the  
34 council, so that the council should now act on that without it going back to the planning  
35 commission again.

36 Attorney McConaughy said that it could be argued both ways. He said there were some  
37 valid points, but staff also felt like the P&Z had multiple hearings and at this point had  
38 their say (on the application). He said that he did not want to speak for the P&Z, but they  
39 had a lot of opportunity to review and comment and provide their recommendations on  
40 the filing 11 project, and ultimately it will be up to council. He said there may not be a lot  
41 to gain by having the P&Z reiterate their position on the application again, however, staff  
42 did not necessarily agree with the analysis of the process by the applicant because the  
43 code had changed since the application had been filed. Attorney McConaughy said that the  
44 whole combined preliminary/final procedure was now different so he was not concerned  
45 about precedent, how it may affect future application processes because the code was  
46 revised.

47 Attorney McConaughy said that he had spoken to Administrator Reynolds and Planner  
48 Smith, and they agreed that to keep things moving forward, they could accept the

1 applicant's argument that there did not need to be another action at P&Z for final, except  
2 for the fact that at the last P&Z meeting, staff made statements on the record to assure  
3 the public that there would be another opportunity for them to comment on the  
4 application. He said that staff wanted to be certain to give the public that opportunity.  
5 Attorney McConaughy said that he recommended that the town agree that filing 11 could  
6 come before the council, under the municipal code that was a public meeting and the  
7 council typically allowed public comments anyhow while reviewing PUS and subdivision  
8 applications at the council level, even though it was not technically a noticed public  
9 hearing. Attorney McConaughy suggested that as a compromise, the council meeting  
10 could be noticed as if it were a public hearing, although it technically was not, and the  
11 public will be allowed to comment so that there was no backlash from citizens.

12 Councilor Leland asked Attorney McConaughy to explain the difference between a public  
13 meeting and a public hearing.

14 Attorney McConaughy said that a public hearing was where there was a right for the  
15 citizens to comment, and the council was not to make any decisions until the hearing was  
16 closed, and all the evidence was in the record. In a normal situation, P&Z does all the  
17 public hearings, takes all the comments and then it comes to the council with all that in  
18 the record already, including a summary of what the comments were as well as  
19 everything the P&Z considered, and it comes to the council as a recommendation, and  
20 council votes or whether they agreed with the recommendation or not, approve or  
21 disapprove it or modify the conditions. Technically, the council, because it is not a noticed  
22 public hearing, does not have to allow any public comments at all. However, in his 23  
23 years with New Castle, the council has never approved a PUD or subdivision application  
24 without allowing people to speak if they wanted to.

25 Attorney McConaughy said the recommendation was to let the people speak as they would  
26 anyway and to ask the developer to notice it with the mail-out noticed and poster and  
27 newspaper publication just as it would have been at P&Z. He said that was the proposed  
28 compromise, and the applicant was okay with it except they wanted to dispense with the  
29 poster and mailing notice. Attorney McConaughy said that he and Administrator Reynolds  
30 did not agree with that and felt the mailing should be done anyhow to appease the public.  
31 Attorney McConaughy said that the questions before the council were: 1. Whether the  
32 council was okay with the approach of sending the application to the council rather than  
33 P&Z and 2. Requiring further notice.

34 Councilor G Riddile asked what the council would be considering. Attorney McConaughy  
35 said the applicant had until January 13, 2022, to submit an application for their final  
36 subdivision plan and final PUD plan. The reason that had not been done thus far was  
37 because during the course of all the P&Z comments, buildings were moved, units were  
38 eliminated, streets were changed, and the applicant never actually amended their original  
39 final plat to match all the changes made in the preliminary plan because it was a bit of a  
40 moving target. The applicant's intention was to get the final application filed on or before  
41 January 13, and the question was whether it would go back to the P&Z for another public  
42 hearing and then to the council, or will it come straight to the council.

43 Mayor A Riddile said that his recollection was that there were more than 20 conditions  
44 that P&Z imposed. Attorney McConaughy agreed there were. Mayor A Riddile asked if the  
45 conditions would then be forwarded to the council. Attorney McConaughy said yes that  
46 P&Z had already recommended that it be approved subject to the conditions. The council  
47 's job then would be to see if they agreed with the conditions and if they did, they needed  
48 to see if the final plat then met the conditions. He said that council could agreed with 20

1 conditions and change the others, but the council would have to make that decision  
2 regardless if the application went to P&Z first or not. Attorney McConaughy said that the  
3 P&Z resolution and recommendations would be the primary document in the packet and  
4 whatever the applicant submitted to show they had met the conditions.  
5 Mayor A Riddile asked when the council might see the application. Attorney McConaughy  
6 said that the earliest might be February 1, but probably later. Administrator Reynolds said  
7 that once Planner Smith determined the application was complete then the public notice  
8 would go out, so it was not likely council would see the application until sometime in  
9 March.

10 Councilor Leland asked if the P&Z had been asked if they wanted to see the application  
11 again and Attorney McConaughy said no, they had not been asked because staff felt that  
12 decision on how to proceed was up to the council.

13 Attorney McConaughy and council briefly shared their thoughts on rearranging the  
14 processes, and why the applicant felt the process had been in error previously causing  
15 their request. They also discussed the potential timelines as to how long the timeline  
16 might be, and Attorney McConaughy said that by going straight to council it would likely  
17 save as much as two months in the application process, and it saved a lot of money and  
18 time for both sides for attorneys and engineers sitting through public hearings, etc.  
19 The council agreed that the application could come to the council and they required a full  
20 public notice.

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23 Recess the Town Council Meeting, Convene as the Water & Sewer Enterprise  
24 **MOTION: Councilor G Riddile made a motion to recess the town council meeting**  
25 **and to convene as the water and sewer enterprise. Councilor Hazelton seconded**  
26 **the motion and it passed unanimously.**

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29 **Consider Ordinance E 2022-1, An Ordinance of the Town of New Castle Water**  
30 **and Sewer Enterprise Amending Chapters 13.32 & 13.36 of the New Castle**  
31 **Municipal Code Concerning the Regulation of Wastewater Discharge and Cross**  
32 **Connections (1st reading)**

33 Planner Smith described the few changes that had been made to the ordinance since first  
34 reading and gave a recap of why the ordinance was needed.

35 **MOTION: Mayor A Riddile made a motion to approve Ordinance E 2022-1, An**  
36 **Ordinance of the Town of New Castle Water and Sewer Enterprise Amending**  
37 **Chapters 13.32 & 13.36 of the New Castle Municipal Code Concerning the**  
38 **Regulation of Wastewater Discharge and Cross Connections on 1st reading.**  
39 **Councilor Owens seconded the motion and it passed on a roll-call vote: Councilor**  
40 **Owens: yes; Councilor G Riddile: yes; Councilor Leland: yes; Councilor Mariscal:**  
41 **yes; Councilor Hazelton: yes; Councilor Copeland: yes; Mayor A Riddile: yes.**

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

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2 **Consider Ordinance TC 2022-1, An Ordinance of the Town of New Castle Town**  
3 **Council Amending Chapter 17 of the Municipal Code to Comply with HB21-1222**  
4 **(1st reading)**

5 Administrator Reynolds told the council that the ordinance was to bring the town  
6 municipal code into compliance with HB 21-1222 that mandated the local government  
7 authorities treat in-home childcare facilities as residential properties in the application of  
8 local regulations, including zoning and land use applications. He said that essentially, it  
9 meant that the town could not zone childcare out. The ordinance redefined permitted and  
10 conditional uses for the childcare use within the various town zone districts. Interestingly,  
11 although the house bill did not allow towns to zone out childcare, it did not address HOA  
12 regulations.

13 **MOTION: Mayor A Riddile made a motion to approve Ordinance TC 2022-1, An**  
14 **Ordinance of the Town of New Castle Town Council Amending Chapter 17 of the**  
15 **Municipal Code to Comply with HB21-1222 on 1st reading. Councilor Hazelton**  
16 **seconded the motion and it passed on a roll-call vote: Councilor G Riddile: yes;**  
17 **Councilor Copeland: yes; Councilor Mariscal: yes; Councilor Leland: yes;**  
18 **Councilor Hazelton: yes; Mayor A Riddile: yes; Councilor Owens: yes.**

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21 **Consider Resolution TC 2022-1, A Resolution of the Town of New Castle of the**  
22 **Town of New Castle, Colorado, Designating Public Notice Posting Places**

23 Clerk Harrison told the council that the resolution was an annual housekeeping item  
24 designating public posting places, and those were the posting boards at town hall, the  
25 post office and at Kay Williams Park, as well as the town website.

26 **MOTION: Councilor G Riddile made a motion to approve Resolution TC 2022-1, A**  
27 **Resolution of the Town of New Castle of the Town of New Castle, Colorado,**  
28 **Designating Public Notice Posting Places. Councilor Copeland seconded the**  
29 **motion and it passed unanimously.**

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32 **Consider Resolution TC 2022-2, A Resolution of the Town Council of the Town of**  
33 **New Castle, Colorado, Waiving the Requirement for Posting of Bonds by Certain**  
34 **Town Officers**

35 Clerk Harrison explained that the New Castle Municipal Code required that certain town  
36 officers provide bonds to the town to protect the town's interests in the event of employee  
37 fraud. The town, however, carried insurance through CIRSA that protected the town  
38 against potential employee fraud, which was why historically the council had waived the  
39 bond requirement each year. She said that conceivably, the code section could be  
40 repealed, but if a time came that CIRSA no longer provided the insurance coverage, the  
41 council would likely implement bond requirements again, so leaving the code as-is and  
42 waiving the bond requirements seemed the appropriate way to hand the issue.

43 **MOTION: Mayor A Riddile made a motion to approve Resolution TC 2022-2, A**  
44 **Resolution of the Town Council of the Town of New Castle, Colorado, Waiving the**  
45 **Requirement for Posting of Bonds by Certain Town Officers. Councilor Leland**  
46 **seconded the motion and it passed unanimously.**

1 **Consent Agenda**

2 December 21, 2021 minutes

3 December Bills of \$410,336.05

4 **MOTION: Mayor A Riddile made a motion to approve the consent agenda.**

5 **Councilor Hazelton seconded the motion and it passed unanimously.**

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8 **Staff Reports**

9 Town Administrator – Administrator Reynolds told the council that his New Year’s  
10 resolution, which he does not normally share with anyone, was to keep his staff reports a  
11 bit shorter in 2022. Administrator Reynolds told the council that the ice rink had been  
12 coming along nicely, but then there has been some wet snow, and a family and their pets  
13 walked all over the rink, and it froze up with tracks in it and no one had been able to use  
14 the rink. He said there was a lot of work to do to fix it so that it was usable. He said that  
15 staff was disappointed because there was hope that it would be available for public use  
16 over the holidays. Administrator Reynolds told the council that Town Engineer Jeff  
17 Simonson was close to putting the LoVa bridge project out to bid, and soon staff will have  
18 information about the costs. Administrator Reynolds said that public works staff had  
19 worked hard through the Christmas and New Year holidays removing snow.

20 Town Clerk – Clerk Harrison told the council that her department had worked hard to  
21 close out 2021. Clerk Harrison said that she had completed candidate nomination packets  
22 and they were available for persons interested in running for council or mayor to pick up.  
23 Clerk Harrison said that there had been issues with the server a week before Christmas.  
24 She said that the town had purchased a new server some time ago, and the town was  
25 running partially on the new server and partially on the old server. Unfortunately, the old  
26 server crashed on December 18. She had worked with IT to move everything over to the  
27 new server, and they were still experiencing some access issues. She said she had lost  
28 some documents she had been working on at the time of the crash, including some  
29 election items that needed to be recreated.

30 Town Treasurer – Treasurer Burk said that she was working on year-end. She said that  
31 they should have received the final approved budget documents to put in their binders.  
32 Clerk Harrison confirmed that she had provided those to the council. Last, Treasurer Burk  
33 said that they also had a 2022 calendar of council pay dates.

34 Town Planner – Planner Smith told the council that he had been working with the First and  
35 Last Mile group through WE-cycle who was part pf the RFTA Destination 2040 Mill Levy  
36 Increase. He said they had been working on what the needs were for New Castle. He said  
37 he sensed that funding would be an issue, and there would be anything in New Castle  
38 until 2027. Planner Smith said that there were a lot of building inspections because there  
39 were more than 20 building permits which was more that the town had in a long time.  
40 Planner Smith said that it looked like builders were trying to steer the cost of homes into  
41 the \$400 per square foot range which would mean a significant price increase in the cost  
42 of homes in town. Planner Smith said he had been working on some code changes and the  
43 ice rink. He said he felt the rink was closer to being usable. Councilor Leland said that he  
44 felt that because of the fire on the front range, there might be a big demand for  
45 construction materials when people begin to rebuild their homes. Mayr A Riddile agreed  
46 and added that there were also 400 homes lost in the Grand Lake fire that will likely be  
47 rebuilt.

48 Public Works Director – not present.

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**Commission Reports**

Planning & Zoning Commission -  
Historic Preservation Commission – nothing to report.  
Climate and Environment Commission – nothing to report.  
Senior Program – nothing to report.  
RFTA – nothing to report.  
AGNC – nothing to report.  
GCE – nothing to report.  
EAB – Mayor A Riddile said it was an organizational meeting and they elected officers.

**Council Comments**

Councilor Copeland said that she had received a call that there was no street light or lighting at the bulk water station. Administrator Reynolds said that staff would look into solutions.  
Councilor Hazelton said that he hoped that everyone who was up for election stayed involved because he felt that time were critical.  
Councilor Leland said that Garfield County was technically in the 'red' status for COVID and it would get worse. He wanted everyone to take care.  
Councilor Leland said that the CEO for Mind Springs had resigned.  
Councilor Leland said that there were towns that were reconsidering their building codes to restrict flammable materials and he felt that was a good idea.  
Councilor Hazelton suggested there might be a lot of guests for the trails discussion at the January 18, 2022 council meeting and a bigger room may be needed.

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

The meeting adjourned at 8:10 p.m.

Respectfully submitted,

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

\_\_\_\_\_  
Town Clerk Melody Harrison, CMC

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**7-PARTY MEMORANDUM OF UNDERSTANDING  
REGARDING GARFIELD COUNTY SENIOR  
PROGRAMS FOR 2022**

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 county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2022 (the "MOU"). This MOU is effective as of January 1, 2022, 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. XV §§ 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 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 Senior Programs meal and Traveler 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 Senior Programs in 2017. Colorado Mountain College opted out of the 9-Party IGA.
- E. Each of the remaining Parties desires to continue to provide meal and Traveler transportation services to eligible Garfield County senior citizens and persons with disabilities in 2022 in accordance with the original 9-Party IGA.

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 Traveler transportation services for the Garfield County Senior Programs for calendar year 2022.

3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2022, regardless of the dates signed and shall terminate on December 31, 2022.

4. Senior Services to be Provided. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal, Well & Wise classes and Traveler transportation services described in this MOU for eligible 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 Senior 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 2022.
- 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 2020 and June 2021 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 2022 Budget: As illustrated in Attachment A, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2022 is **\$538,899**. The BOCC's 40% share of that amount equals **\$215,559.60**. Anticipated grant and program funding income for 2022 is **\$184,265.00**. The remaining balance is **\$139,074.40**.

d.

d, **Adjustment to Services 2021:** As a result of COVID19 meal sites were moved from a congregate setting to a drive by pick up setting. Dependent on the need of the client, some meals were being provided with home delivery. As of September 2021, congregate meals returned in the Town of New Castle, Town of Silt, City of Rifle and in the Town of Parachute. As of December 2021, drive by pick-ups and home delivered meals continue in the Town of Carbondale and the City of Glenwood Springs. This arrangement will end at such time COVID 19 restrictions have ended.

6. **Transportation Services.** The BOCC, RFTA and Municipalities agree that the Traveler 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)(£) as required to comply with this MOU. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the jurisdictions/Municipalities in accordance with the following Cost Methodology:

7. **Definitions:**

- a. **Initial Pickup Location:** The initial pickup location for cost allocation purposes is the Jurisdiction/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 Jurisdiction/Municipality A to be transported to Jurisdiction/Municipality B and is later picked up in Jurisdiction/Municipality B for a return ride to Jurisdiction/Municipality A, the initial pickup location for cost allocation purposes is Jurisdiction/Municipality A for both trip legs.
- b. **Estimated Loaded Miles:** Loaded miles are the total distance driven while a passenger is in the vehicle.
- c. **Estimated 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 2022. The remaining fifty percent is paid for by grant and program funding income, 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 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. **2022 Budgeted Contributions:** As illustrated in Attachment B, Total Expenses, the total budgeted cost to provide Senior Transportation Services in 2022 is \$693,861.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of \$33,606.00 and \$690,255.00, 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 2022 of \$693,861

The BOCC's 50% share of this amount equals \$346,930.50. Anticipated grant and program funding income for 2022 is \$93,638.00, The total amount of the contribution from the County, including grants, program income is \$440,568.50. Subject to the recommendation of the Senior Advisory Board and the approval of the BOCC, any year-end excess budget funds in 2021 may also be applied to the County's contribution in 2023 for the Senior Transportation Services budget. However, pursuant to the provisions of **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, Grant, and Program Income, and 2020 Excess Revenue Refund:** The County's contribution, inclusive of its 50% commitment and anticipated grant, program income, including the 2020 excess revenue refund, 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 2022 Traveler transportation services costs. The amounts shown are based on the 2022 budgeted amounts identified above and a forecast of ridership and service levels for 2022 (assuming 75% of 2019 service levels).

Jurisdiction	Est. Rides	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	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
<b>Total</b>	<b>14,450</b>	<b>72,863</b>	<b>135,593</b>	<b>\$693,861.00</b>	<b>\$440,568.50</b>	<b>\$253,292.50</b>

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

13. **Annual Reconciliation and True-up:** No later than March 1 of 2023, 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 2022. 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 receiving 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 2022 for the provision of the Traveler Transportation services contemplated by this Agreement is **Four Hundred Ninety-Nine Two Hundred and Nine Dollars and Seventy-Nine Cents (\$499,209.79)**. This amount is based upon RFTA's estimated cost to provide the services in 2022 (\$690,255) less amounts received by RFTA from other sources who utilize the Traveler bus system (\$30,000) and less the cost to provide such services to the Town of Carbondale (\$24,948.35), the City of Glenwood Springs (\$94,048.86), and the Town of New Castle (\$42,048.11), 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 2022, RFTA estimates that it's cost to provide these services is \$690,255.00.
- 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 2022.

- 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 **\$499,209.79** in twelve (12) equal monthly payments of **\$41,600.81** for Senior Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2022 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 Agreement, services to residents of the failing Municipality shall end. The attached budget was adopted by the RFTA board on December 9, 2021 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. **COVID 19 Accommodations:** Traveler services will be adjusted because of Governor orders or Public Health recommendations

15. **Combined Costs:** The combined cost for 2022 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 Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale  
Lauren Gister, Town  
Manager Town of  
Carbondale  
511 Colorado Avenue  
Carbondale, CO  
81623 (970) 963-2733  
ext. 1207  
[Lgister@carbondaeco.net](mailto:Lgister@carbondaeco.net)

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

Glenwood Springs  
Debra Figueroa, City Manager  
City of Glenwood Springs  
101 W. Street  
Glenwood Springs, CO 81601  
(970) 384-6500

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](http://dreynolds.newcastlecolorado.org)

Roaring Fork Transportation  
Authority  
Dan Blankenship, Chief Executive Officer  
2307 Wulfsohn Road  
Glenwood Springs, CO 81647  
970-384-4981  
[dblankenship@rfta.com](mailto:dblankenship@rfta.com)

Rifle

Tommy Klein, City Manager  
City of Rifle  
202 Railroad Ave  
P. O. Box 1980  
Rifle, CO 81650  
(970) 625-6266  
[TKlein\(@.rifleco.org](mailto:TKlein(@.rifleco.org)

Silt

Jeff Layman, Town Administrator  
Town of Silt  
231 N. 7th Street, PO BOX 70  
Silt, CO 81652  
970-876-2353, ext. 813  
[jlayman\(@.townofsilt.org](mailto:jlayman(@.townofsilt.org)

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

**ATTEST:**

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

Clerk to the Board

by: \_\_\_\_\_  
John Martin, Chair

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

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

ATTEST:

**CITY OF GLENWOOD SPRINGS,  
COLORADO**

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

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Jonathan Godes, Mayor

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

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

**ATTEST:**

**TOWN OF CARBONDALE, COLORADO**

Town Clerk

By: \_\_\_\_\_  
Dan Richardson, Mayor

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

ATTEST

ROARING FORK TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Clerk to the RFTA Board of Directors

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

\_\_\_\_\_, Chair

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

ATTEST

TOWN OF SILT

\_\_\_\_\_  
Town Clerk

by \_\_\_\_\_  
Keith Richel, Mayor

Date \_\_\_\_\_

**ATTEST:**

**TOWN OF NEW CASTLE, COLORADO**

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

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

Date \_\_\_\_\_

**ATTEST:**

**CITY OF RIFLE, COLORADO**

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

By: \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Ed Greene, Mayor

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

## ATTACHMENTS

Attachment A:	Cost Methodology – Nutrition 2022
Attachment B	Cost Methodology – Transportation 2022
Attachment C	Cost Methodology – Well & Wise 2022
Attachment D	Cost Methodology – Combined Contribution Breakdown
Attachment E.	2022 Traveler IGA

Staff: 64% Manager  
 72% Program Coordinator  
 77% Program Coordinator

Nutrition Budget	Annual
Wages	\$ 150,450.00
Employee Benefits	\$ 76,124.00
Professional - Other	\$ 281,625.00
Repair and maintenance	\$ 200.00
Rental of Land & Buildings	\$ 100.00
Communications	\$ 550.00
Printing and Binding	\$ 300.00
DHS - Destruction of Records	\$ 250.00
Travel	\$ 300.00
Motor Pool Charges	\$ 10,000.00
Professional Affiliations	\$ 100.00
Training	\$ 600.00
Office Supplies	\$ 1,000.00
Operating Supplies	\$ 9,000.00
Computer Supplies	\$ 400.00
Freight, postage, Delivery	\$ 2,600.00
Copy Machine Usage	\$ 1,300.00
Food - non travel related	\$ 3,000.00
Computers & computer equipment	\$ 1,000.00

Total 12 Month Budget \$538,899.00

Less AAA funding	\$ 150,265.00
Less NSIP Incentives	\$ 13,000.00
Less Program Income	\$ 21,000.00
<b>Grant &amp; Program Income Total</b>	<b>\$ 184,265.00</b>
40% County Share of Total Expenses	\$ 215,559.60
<b>Garfield County Share</b>	<b>\$ 215,559.60</b>
Projected Income/County Share	\$ 399,824.60
<b>Income less expenses</b>	<b>\$139,074.40</b>
Municipal Budget Share for Distribution	\$139,074.40

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES									
Jurisdiction	# of Meals Served	Percent of Total	Municipal Nutrition Contribution	2021		2020		2019	
				# Meals	Contributions	# Meals	Contributions	# Meals	Contributions
Carbondale	1,157	6.33%	\$8,806.32	1,306	\$	1,342	\$	1,241	\$ 1,526.41
Glenwood Springs	6,812	37.28%	\$51,848.45	4,875	\$	4,111	\$	3,873	\$ 4,763.72
New Castle	996	5.45%	\$7,580.89	723	\$	719	\$	734	\$ 902.81
Silt	1,778	9.73%	\$13,532.96	2,074	\$	2,418	\$	2,477	\$ 3,046.67
Parachute	-	0.00%	\$0.00	-	\$	-	\$	-	\$ -
Rifle	7,529	41.21%	\$57,305.78	6,420	\$	7,157	\$	7,918	\$ 9,739.00
<b>Municipal Total Garfield County</b>	<b>16,272</b>	<b>100.00%</b>	<b>\$139,074.40</b>	<b>15,398</b>	<b>\$</b>	<b>15,747</b>	<b>\$</b>	<b>16,243</b>	<b>\$ 19,978.60</b>
<b>Parachute</b>	<b>3,325</b>			<b>3,265</b>		<b>3,190</b>		<b>3,253</b>	
<b>Grand Total</b>	<b>21,597</b>			<b>18,663</b>		<b>18,937</b>		<b>19,496</b>	
				Based on July 2019 - June 2020		Based on July 2018 - June 2019		Based on July 2017 - June 2018	

**Cost Methodology—2022**

Transportation Budg	Annual	
Wages	\$ 21,116.00	
Employee Benefits	\$ 11,440.00	Staff: 32% Manager
Communication	\$ 200.00	7% Prog Coordinator
Motor Pool Charges	\$ 50.00	
Training	\$ 200.00	
Office Supplies	\$ 200.00	
Computer Supplies	\$ 200.00	
Freight, Postage, Delivery	\$ 200.00	
<b>Total County Expend:</b>	<b>\$ 33,606.00</b>	

**RFTA** \$690,255.00 Projected based on RFTA Actual Expenditures November 2, 2021 budget  
**MINUS GWS Paratral** \$ 30,000.00  
**Total RFTA Expense** \$ 660,255.00

<b>Total Expenses</b>	<b>\$ 693,861.00</b>
Less Program Income	\$ 13,000.00
Less CSBG	\$ 60,638.00
Less Mt. Valley Devle	\$ 20,000.00
<b>Total G/P Income</b>	<b>\$ 93,638.00</b>
Less 50% County Share	\$346,930.50
RFTA Refund 2020 at	\$ 81,369.65
<b>Total County Share</b>	<b>\$346,930.50</b>

<b>Total Revenue</b>	<b>\$440,568.50</b>
<b>Total Expenses</b>	<b>\$ 693,861.00</b>
<b>Income less expend</b>	<b>\$253,292.50</b>

Municipal Budget Share  
for Distribution \$253,292.50

Prepared by Ross Peterson

**2022 Traveler Forecast Service And Cost Data**

Jurisdiction	Est. Rides	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	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
<b>Total</b>	<b>14,450</b>	<b>72,863</b>	<b>135,593</b>	<b>\$693,861.00</b>	<b>\$440,568.50</b>	<b>\$253,292.50</b>

Well & Wise Budget	Annual	
Wages	\$ 32,062.00	
Employee Benefits	\$ 17,174.00	Staff: 4% Manager
Repair & maintenance	\$ 25.00	28% Program Coordinator
Licenses and permits	\$ 750.00	16% Program Coordinator
Travel	\$ 1,000.00	
Motor Pool Charges	\$ 500.00	
Training	\$ 3,000.00	
Office supplies	\$ 100.00	
Other supplies	\$ 100.00	
Food - non travel related	\$ 4,000.00	
Computers & computer equipment	\$ 600.00	

**Total 12 Month Budget** **\$59,311.00**

**Less AAA funding** **\$ 50,000.00**

**Grant & Program Income Total** **\$ 50,000.00**

**Income less expenses** **\$9,311.00**

**Total County Match** **\$9,311.00**

**COMBINED CONTRIBUTION BREAKDOWN**

Jurisdiction	2022		2022		2022		2022		2022		2022	
	Nutrition Contribution	Transportation Contribution	Well & Wise Contribution	Total Contributions	RFTA Transportation Contribution	Nutrition Contribution	Transportation Contribution	Well & Wise Contribution	Net Adjusted Total			
Carbondale	\$8,806.32	\$24,948.35	-	\$33,754.67	\$24,948.35	\$8,806.32	-	-	\$8,806.32			
Glenwood Springs	\$51,848.45	\$94,048.86	-	\$145,897.31	\$94,048.86	\$51,848.45	-	-	\$51,848.45			
New Castle	\$7,580.89	\$42,048.11	-	\$49,629.00	\$42,048.11	\$7,580.89	-	-	\$7,580.89			
Silt	\$13,532.96	\$4,383.56	-	\$17,916.52		\$13,532.96	\$4,383.56	-	\$17,916.52			
Rifle	\$57,305.78	\$87,863.62	-	\$145,169.40		\$57,305.78	\$87,863.62	-	\$145,169.40			
Garfield County	\$ 215,559.60	\$ 346,930.50	9,311.00	\$571,801.10		\$215,559.60	\$346,930.50	9,311.00	\$571,801.10			
<b>Totals</b>	<b>\$354,634.00</b>	<b>\$600,223.00</b>	<b>9,311.00</b>	<b>\$964,168.00</b>	<b>\$161,045.31</b>	<b>\$354,634.00</b>	<b>439,177.69</b>	<b>9,311.00</b>	<b>\$803,122.69</b>			

**TOWN OF NEW CASTLE, COLORADO**  
**RESOLUTION NO. TC 2022-04**

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

WHEREAS, the Garfield County Senior 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 January 18, 2022.

TOWN COUNCIL OF TOWN OF  
NEW CASTLE, COLORADO

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

ATTEST:

\_\_\_\_\_  
Town Clerk Melody Harrison, CMC

**INTERGOVERNMENTAL  
AGREEMENT FOR GARFIELD COUNTY  
SENIOR PROGRAMS  
TRAVELER SERVICES - 2022**

This Intergovernmental Agreement is made by and between the **Garfield County Board of County Commissioners, State of Colorado**, a statutory county ("BOCC"), sitting as the BOCC and as the **Board of Social Services**, and the **Roaring Fork Transportation Authority**, a regional transportation authority ("RFTA"), in order to set forth the terms and conditions of county-wide transportation services for the Garfield County Senior Programs for calendar year 2022 (the "IGA" or "Agreement"). This Agreement is effective as of January 1, 2022.

**RECITALS**

- A. The BOCC and RFTA, collectively, the "Parties," are 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, the BOCC and RFTA, together with seven (7) other governmental entities and local municipalities, 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 citizens and persons with disabilities of Garfield County ("the 9-Party IGA"). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the nine parties have also entered into a Memorandum of Understanding that sets forth each party's annual agreement to share administrative and operational costs of the Senior Programs meal and transportation services and the methodology by which those costs will be allocated among them (the "MOU").
- D. The Town of Parachute, an original signatory to the 9-Party IGA, opted out of the Garfield County Senior Programs for 2017. Colorado Mountain College has opted out of the 9-Party IGA. The remaining seven original signatories have agreed to continue such services and have entered a 7-Party Memorandum of Understanding for 2022. The 2022 MOU is attached to this Agreement as Attachment No. 2 and is incorporated for the purpose of explaining the cost methodology adopted regarding the 2022 transportation services (the "2022 MOU").
- E. Pursuant to the 9-Party IGA, the BOCC agreed to provide, through its Department of Human Services ("DHS"), the contractual management of transportation services for the Senior Programs. (9-Party IGA, r 6.) The BOCC fulfills this responsibility by, among other things, annually negotiating this Agreement with RFTA and by ensuring proper allocation of appropriate costs to the other municipalities in accordance with the MOU.

- F. The Colorado Human Services Code and the Colorado Older Americans Act authorize and encourage DHS to provide transportation services, such as the Traveler. The Colorado Older Americans Act encourages "agencies at all levels of government" to cooperate to administer programs and deliver services to the older population.
- G. The transportation services provide ADA based services to the eligible assessed senior citizens and persons with disabilities of Garfield County in accordance with this Agreement are provided by the Traveler bus system operated by RFTA (the "Traveler"). The Traveler also provides services that are not within the scope this IGA.
- H. Both RFTA and the BOCC desire to continue to provide transportation services to eligible Garfield County senior citizens and persons with disabilities in 2022 in accordance with the 7-Party IGA and appropriate the 2022 MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 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 IGA is to define the responsibilities of the respective Parties with respect to the provision of transportation services to the eligible senior citizens, and persons with disabilities, defined below, of Garfield County.
3. **Term of Agreement.** This Agreement shall have an Effective Date of January 1, 2022 regardless of the date signed and shall terminate on December 31, 2022.
4. **Transportation Services Provided.** The 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)(£) as required to comply with this IGA. Riders must make reservations 48 hours in advance.
5. **Contract Amount.** The amount to be paid by the BOCC to RFTA in 2022 for the provision of the services contemplated by this Agreement is **Four Hundred Ninety-Nine Two Hundred and Nine Dollars and Seventy-Nine Cents (\$499,209.79)**. This amount is based upon RFTA's estimated cost to provide the services in 2022 (\$690,255) less amounts received by RFTA from other sources who utilize the Traveler bus system (\$30,000) and less the cost to provide such services to the Town of Carbondale (\$24,948.35), the City of Glenwood Springs (\$94,048.86), and the Town of New Castle (\$42,048.11), 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.

- 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 2022, RFTA estimates that it's cost to provide these services is \$690,255.00.
  - b. Other Traveler Services. The Parties recognize that RFTA's operation of the Traveler by means of this IGA 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 2022.
  - c. RFTA Member Jurisdictions. The estimated net cost to provide Traveler transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth in the 2022 MOU, to which both the BOCC and RFTA are parties. For 2022, the estimated total Traveler transportation services net cost attributable to these member jurisdictions pursuant to the applicable methodology is **\$171,922.85**.
6. RFTA Responsibilities. In order to accomplish the purposes of this IGA, RFTA agrees to perform the following:

- a. Transportation Services. RFTA shall provide and administer the Traveler transportation services described in RFTA's Scope of Services, attached as Attachment No. 1, and Exhibits A - E thereto, which are incorporated here as if fully set forth, plus certain special events, which in prior years have included the Garfield County Air Show, Volunteer Appreciation Luncheon, and a Holiday show.
- b. Vehicle Inventory. RFTA shall purchase new vehicles as needed to maintain the Traveler Vehicle Inventory. Title to such vehicles will be held in RFTA's name. RFTA will update the Vehicle Inventory as required by the addition and/or removal of vehicles, in accordance with paragraph 6(c).

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- c. Vehicle Replacement. In the event that any vehicle included on the Vehicle Inventory reaches the end of its useful life, RFTA shall either: (1) sell the vehicle by means of an advertised sealed bid and remit any proceeds of the sale to the BOCC; or (2) convey title to the vehicle to the BOCC by written agreement, at which time the vehicle shall be removed from the Vehicle Inventory. The Parties recognize the disposition of any vehicle must be in accordance with the rights of lien holders identified on the vehicle title.
- d. Vehicle Transfer. Upon expiration of this IGA, if not extended by future agreements, RFTA shall transfer title to all vehicles listed on the Vehicle Inventory to the BOCC.

- e. Communication System. RFTA shall continue to utilize its communication system for Traveler services.
- f. Donations and Contributions. RFTA shall provide to the BOCC all fees collected and/or donations received for support of the senior transportation programs in accordance with Attachment No. 1, paragraph 4.
- g. Functional Assessment Assistance. Traveler staff will do everything related to Functional Assessments. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler transportation services to the BOCC's Senior Programs Manager upon receipt and shall lead in the functional assessment process. RFTA will provide to the BOCC's Senior Programs Manager monthly the number of potential new clients, out of assessments and applications pending.
- h. Monthly Financial Reports. RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS monthly. Such reports shall include, without limitation, a monthly report of all expenses attributed by RFTA to the transportation services made the basis of this Agreement. The Parties agree to identify a mutually acceptable format for performance and fiscal reporting.
- i. Annual Reconciliation Report. In addition to the monthly reports, on or before March 1, 2023, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2022 calendar year. RFTA's obligations to submit a reconciliation report and return funds or request expenses shall survive termination of this IGA.
- J. Right to Audit. RFTA shall allow the BOCC to audit RFTA's books and records relating to the operation of the Traveler upon reasonable notice at any time during the term of this Agreement and for six (6) months thereafter. The audit shall be at the BOCC's expense except for reasonable RFTA personnel costs. The BOCC shall provide RFTA with a copy of any audit report within thirty (30) days following receipt by the BOCC. In addition, if requested RFTA will provide the BOCC with a copy of its annual audit within thirty (30) days of the BOCC ' s request.
- k. Claim Notification. RFTA shall immediately notify the BOCC, through the Senior Programs Manager, of any accident involving the Traveler and any claim or lawsuit made against the Traveler or RFTA in writing in accordance with paragraph 15 and shall cooperate with the BOCC in responding to all complaints, claims or suits. Passenger Complaints shall further be handled in accordance with paragraph 6 of Attachment No. 1. The Traveler handles all complaints and communicates the outcomes to the BOCC's Senior Program Manager after appropriate investigations have been completed.
- l. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for

both the purchase of vehicles and operational funding associated with providing senior transportation services.

- m. Cost Methodology. RFTA acknowledges and agrees to the Cost Methodology related to the allocation of senior programs transportation services agreed to in the 2022 MOU, and included in the 2022 budget approved by the RFTA Board on December 9, 2021. If the actual 2022 costs exceed the budget, they will be

covered by means of the Annual Reconciliation and True-up procedure set forth in the MOU, or by the fund established after cost savings at the end of the year have been recognized.

7. BOCC Responsibilities. In order to accomplish the purposes of this IGA, the BOCC, directly or through DHS, agrees perform the following:

- a. Compensation. For calendar year 2022, the BOCC shall pay RFTA the amount set forth in paragraph 5 (**\$499,209.79**) for the services provided in accordance with this Agreement. Payment will be made in twelve (12) equal monthly payments of **\$41,600.81** beginning no later than February 26, 2022, and each 10<sup>th</sup> day of the month thereafter during the 2022 I term of this IGA.
- b. Functional Assessment Evaluations: Traveler staff will take over the Functional Assessments including mailing applications, scheduling assessments, and providing outcome data to the BOCC's Senior Program Manager monthly.
- c. Training Assistance. All training related to providing transportation to Traveler clients will be provided by RFTA supervisors.
- d. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
- e. Complaint and Claim Cooperation. The BOCC shall cooperate with RFTA to respond to passenger complaints and claims of which the County has been notified by RFTA in accordance with Paragraph 6 (1).
- f. Bilingual Literature. The BOCC agrees to provide written information regarding the services provide for distribution by the Traveler in both English and Spanish.
- g. Fuel Access. The BOCC agrees to grant access to Traveler vehicles to the BOCC fueling stations by means of the Garfield County's gas fueling system. All fuel costs will be paid by RFTA, the expense for which may be credited to the monthly invoice amount set forth in paragraph 7(a).

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

9. Termination. Either Party may terminate this IGA upon a minimum of thirty (30) calendar days after the date of written notification by the other Party. Such termination may be with or without cause. Upon such termination, RFTA shall be entitled to compensation

for operation of the transportation services provided prior to the date of termination. Unexpended funds shall be returned to the BOCC, and all vehicles and equipment shall be conveyed or assigned to the BOCC, in accordance with paragraph 6(d).

10. Indemnification. To the extent permitted by law, the Parties shall hold harmless, indemnify, and defend the other, including the other's employees, officers, agents, and assigns, from any claim, lawsuit, or award of damages to the extent such claim, lawsuit or award arises from the action or inaction of that party's officers, employees, and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC or RFTA would otherwise be entitled under C.R.S. § 24-6-10 I, *et seq.*

11. Appropriation. This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. Should either RFTA or the BOCC fail to appropriate or have available sufficient funds to pay for the costs of the obligations set forth herein, this IGA shall be considered of no force and effect, except to the extent that the BOCC has tendered payment to RFTA as set forth herein.

12. Whole Agreement. This IGA 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.

13. Amendment and Assignment. This IGA may be amended, altered, or modified solely through a written agreement signed by both Parties. This IGA may not be assigned without written agreement.

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

15. Notice and Identity of Administrators and Contact Persons. Notices required under this IGA shall be in writing and may be hand-delivered, sent by receipted delivery service, or certified mail, return receipt requested, postage prepaid, or delivered electronically to the addresses and authorized representatives, identified below. Any Party by notice so given may change the address to which future notices shall be sent, as well as the identity of the IGA Administrator.

Notice to RFTA  
Administrator  
Contact Person

Dan Blankenship, Chief Executive Office\  
Roaring Fork Transportation Authority  
2307 Wulfsohn Road  
Glenwood Springs, CO 81601  
Phone: (970) 384-4981  
Fax: (970) 945-7386  
E-mail: [dblankenship@rfta.com](mailto:dblankenship@rfta.com)

Notice to BOCC  
Administrator

Sharon Longhurst-Pritt, DHS Director  
195 West 14<sup>th</sup> Street, Building B  
Rifle, CO 81650  
Phone: (970) 625-5282, Ext 3265  
Fax: (970) 625-0927  
E-mail: [spritt@garfield-county.com](mailto:spritt@garfield-county.com)

Contact Person  
For BOCC

Judy Martin, Senior Programs Manager  
195 West 14<sup>th</sup> Street, Building B  
Rifle, CO 81650  
Phone: (970) 945-9191, ext. 3061  
Fax: (9970) 938-0465  
E-Mail: [jumartin@garfield-county.com](mailto:jumartin@garfield-county.com)

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

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

**IN WITNESS WHEREOF**, the Parties have executed triplicate originals of this IGA to be effective on the date of the last signature set forth below.

**ATTEST:**

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

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
By: John Martin, Chair

**ATTEST:**

**ROARING FORK TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Clerk to the RFTA Board of Directors

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

## INDEX OF ATTACHMENTS

Attachment No. 1: 2022 RFTA Scope of Services

Exhibit A: 2022 Vehicle Inventory

Exhibit B: 2022 County Holidays

Attachment No. 2: 2022 Transportation Cost Methodology

Attachment No. 3 2022 RFTA Budget

Attachment No 4 Transportation Arithmetic & Assumptions

Table 1 Cost Allocation Basis 2022 Draft Budget

Table 2 Summary of Cost with Adjustments for Glenwood Springs Take Off  
& Garfield County Contributions

Table 3 2020 Trip Distances and Durations

Table 4 2019 Ridership Data

Table 5 Marginal Rates Used in Cost Model

Attachment No 5 2020 Combined Congregate Meal, Well & Wise and Transportation Service Costs

Attachment No.6 7-Party Memorandum of Understanding

## Attachment No. 1 to Traveler IGA 2022

### RFTA SCOPE OF SERVICES

1. Service Description: The services to be performed by RFTA shall include, but not be limited to, scheduling the most appropriate and cost-effective trips, providing individual transportation services on a pre-arranged and/or scheduled basis for all eligible Garfield County residents. The present 2022 Vehicle Inventory and Garfield County Holiday Schedule are attached as Exhibits A and B, respectively. All of the items specified below shall be documented, updated, and maintained in written form by RFTA and shall be made available to the County upon request.

2. Services Provided. RFTA shall be responsible for day-to-day administration and provision of the Traveler bus services in Garfield County, including:

- a. Provide Garfield County trips to congregate meal sites, medical-related appointments locally, social activities, paid and volunteer employment, and to activities of daily living destinations as agreed to by the County and RFTA and providing at least one trip per month for medical-related appointments.
- b. Maintain the Traveler schedule including days of the week (currently 5 days a week, Monday Through Friday), excluding Garfield County Holidays (see Exhibit B), number of rides provided by jurisdiction, starting location, destinations, and type of service (i.e., wheelchair accessible, curb to curb, driver assisted transportation).
- c. Deliver meals in East Garfield s and from the Rifle Senior Center kitchen to the West Garfield meal sites as identified by Garfield County Senior Programs. Meals shall be transported in a cambro and be properly secured in the vehicle s. The Traveler may be used to assist with door-to-door delivery of meals during COVID. At such a time when congregate meals return Traveler services for delivery of meals will no longer be utilized.
- d. Provide all personnel services, including but not limited to recruiting, hiring, performing background checks, training, supervising, and monitoring qualified Traveler staff including program managers, drivers, dispatchers, schedulers, and others, according to applicable law, rules, and regulations.
- e. Coordinate the training of Traveler staff regarding the special skills and sensitivity needed when serving senior citizens and adults with disabilities utilizing the Traveler.

- f. Coordinate between the Traveler and the RFTA fixed route service to maximize services in Garfield County for senior citizens and adults with disabilities.
  - g. Work with the Garfield County Senior Programs Manager and DHS Finance Director toward a mutually agreed upon format for performance and fiscal reporting and on the report submission schedule.
  - h. Distribute information on the Traveler provided by the BOCC in English and Spanish, with the assistance of Garfield County Senior Programs, including Traveler usage rules and information on the Garfield County Senior Programs.
  - i. Carry out Traveler operations in accordance with applicable federal, state, and local rules, regulations, statutes, laws, and policies and procedures.
  - j. Discuss any major purchase, e.g., communication equipment or new vehicles, for which funds provided under this IGA will be used, with the Garfield County Senior Programs Manager. Any vehicles and equipment purchased with contract funds shall be conveyed to the BOCC and shall be returned to the possession of the BOCC if RFTA ceases to provide services described herein.
  - k. Maintain the confidentiality of all users of the Traveler.
  - l. Participate in the Garfield Emergency Operations when necessary.
  - m. RFTA agrees to comply with all recommendations of Public Health as a result of COVID. This may include but is not limited to additional cleaning regimes, mask wearing compliance, limited number of passengers on the Traveler at one time and other such activities as directed through orders of the Governor or CDPH.
3. Vehicles: RFTA shall:
- a. Regularly maintain, and keep in a good quality, attractive, and safe condition all vehicles identified on the Vehicle Inventory list attached as Exhibit A and used in providing Traveler transportation services. In the event of mechanical breakdown by a vehicle which results in the removal of a vehicle from service, RFTA shall have a reasonable time during that same day within which to replace the affected vehicle.
  - b. License, register and insure all vehicles used in the Traveler identified on Exhibit A and add the BOCC as a "loss payee" or "additional insured," as appropriate, along with the lien holders identified on the vehicle titles or registrations.
  - c. Provide proof of current registration and insurance in accordance with paragraph 3(b) to the DHS Senior Programs Manager for calendar year 2022.

- d. Allow the BOCC to change signage on the Traveler vehicles to reflect program management by Garfield County, RFTA and organizations providing funding.

4. Collection of Revenue: RFTA shall develop a procedure for offering users of the Traveler the opportunity to contribute to the costs of the services and shall not deny services if a passenger cannot contribute. RFTA shall collect any fares/donations from Traveler passengers and provide such collections to the BOCC through the DHS Senior Programs Manager on a weekly basis.

5. Service Reports and Audit: RFTA shall submit to the BOCC, through the Senior Programs Manager in the Department of Human Services, a monthly report due on the 10<sup>th</sup> of the following month. The report will include the following information:

- the estimated loaded hours and loaded miles incurred in each jurisdiction
- specific number of one-way rides provided during the prior month by each jurisdiction, indicating type of ride and including whether the ride was ADA, Paratransit, Assisted, Lift Ride or Wheelchair.
- the number of trips denied, and the reasons denied
- the use of a waiting list if a list is required
- variance in the Traveler's user numbers or expenditures. RFTA shall alert the County with possible remedies and adjustments if user figures or dollars expended rise or fall significantly.
- amount of program income received from Traveler ridership
- number of persons utilizing the Traveler
- completed and updated Rider Information including any re-assessments and new functional assessments completed during the month and any denied assessment information. Share any riders whose status has changed from active to inactive monthly, updated rider information such as changes in address or phone numbers

6. Passenger Complaints. Every complaint, concern or suggestion concerning the Traveler shall be responded to as promptly as practicable. RFTA shall maintain a program providing a reasonable opportunity for users of the Traveler to render complaints, suggestions, and comments concerning the Traveler. RFTA shall provide the BOCC, through its Senior Programs Manager, with copies of all communications received by customers on a monthly basis, by the 20th of the month following the month in which they occurred.

7. Traveler Drivers: RFTA shall ensure that all Traveler drivers comply with all local, state, and federal laws and regulations applicable to providing transit services. In recognition of the quality and care of services provided by RFTA and the importance of a first impression made on the public, RFTA management shall monitor the following appearance standards for drivers on the Traveler routes:

- a. Drivers shall present a neat, clean, hygienic, and professional appearance at all times.
- b. Smoking, chewing tobacco, or reading personal materials shall not be permitted while boarding or transporting passengers.
- c. The cleanliness and appearance of the interior and exterior of each van.

**Transportation Services**

- a. Cost Methodology - Transportation: The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2022. The remaining fifty percent will be paid for by grants, program income, a 2020 refund of excess revenue, and allocated payments from the Municipalities based upon the fully allocated net cost of providing services, based upon the total number of trips, total Loaded Miles, and total Loaded Minutes consumed by each Municipality in 2022. Costs will be considered allocable to a Municipality based upon the Initial Pickup Location as defined herein, regardless of the number of trip legs or Municipalities visited by the passenger. RFTA agrees to be responsible for the fully allocated net cost of the 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. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated cost of transportation allocable to their municipalities. The BOCC agrees to be responsible for any remaining transportation costs, including any shortfalls in anticipated grant and program funding income.
- b. 2022 Budgeted Contributions: As illustrated in Attachment D, the total budgeted cost to provide Senior Transportation Services in 2022 is \$693,861.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of \$33,606.00 and \$690,255.00, respectively, less the amount of \$30,000 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC's 50% share of this amount equals \$346,930.50, Anticipated grant and program funding income for 2022 is \$93,638.000 for a total of \$330,568.50 in contributions from the County, grants, program income and the 2020excess revenue refund.
- c. Allocation of County Contribution and Grant and Program Income: The County's contribution, inclusive of its 50% commitment, anticipated grant, program income, and the 2020 excess revenue refund, 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.
- d. Estimated Contributions: On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the Traveler transportation services costs, estimated to be a total of \$161,045.31. The allocated amounts shown are based on the 2022 budgeted amounts identified above and a forecast of ridership and services levels for 2022 (assuming 75% of 2019 service levels).

Jurisdiction	Est. Rides	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	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
<b>Total</b>	<b>14,450</b>	<b>72,863</b>	<b>135,593</b>	<b>\$693,861.00</b>	<b>\$440,568.50</b>	<b>\$253,292.50</b>

- e. Monthly Billing: With the exception of RFTA, which will pay directly for the full allocated net costs attributable to its member jurisdiction,

- f. **Annual Reconciliation and True-up:** No later than March 1 of 2023, RFTA will publish a reconciliation statement. Actual expenditures for the 2022 year will be allocated based on the actual trips and estimated load miles and loaded minutes provided to the Parties in 2022. If the total fully allocated 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 receiving 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.

**EXHIBIT "A"**  
**2022 TRAVELER VEHICLE INVENTORY**

**January 2022 Traveler Vehicles**

Vehicle Number	Year	Vehicle Make & Model	Accessibility Features / Uses	Seating Capacity	Staging Area	License Plate	VIN	Owned By, per RB*	Fuel Type
G19	2021	Ford E450 Econoline	Lift, 1WC	14	Rifle	CDNN78	1FDFE4FN2MDC21860	Traveler	Gas
G18	2021	Ford E450 Econoline	Lift, 1WC	14	Rifle	CDNN77	1FDFE4FN6MDC21859	Traveler	Gas
G17	2018	Ford E450 SD Glaval	Rear Lift, 2WC	14	GWS	OHK930	1FDFE4FS2JDC31001	Traveler	Gas
G16	2018	Ford E450 SD Glaval	Rear Lift, 2WC	14	Rifle	OHK929	1FDFE4FS0JDC31000	Traveler	Gas
G15	2015	Ford E450 SD Glaval	Rear Lift, 2WC	14	GWS	529RUQ	1FDF4FS6FDA30502	Traveler	CNG
G14	2015	Ford E450 SD Glaval	Rear Lift, 2WC	14	GWS	528RUQ	1FDFE4FS9FDA12107	Traveler	CNG
G12	2009	Ford E350 SD Goshen Pacer	Lift	8	Rifle	378VHC	1FDEE35L49DA88564	Traveler	Gas
G7	2006	Toyota Sienna Minivan	Admin	5	GWS	794JCI	STDZA23C16S460666	RFTA	Gas
G5	2005	Pontiac Montana Minivan	Admin	5	Rifle	J95JCI	1GMDX33L85D277432	RFTA	Gas
G1	2003	Ford Windstar Minivan	Fogging	7	GWS	075HTP	2FMZA5141YBA71684	RFTA	Gas

**EXHIBIT "B"**  
**2022 GARFIELD COUNTY HOLIDAY SCHEDULE**

Monday, January 3rd - New Year's  
Day Monday, February 21st -  
President's Day Monday, May 30th -  
Memorial Day Monday, July 4th -  
Independence Day Monday,  
September 5<sup>h</sup> - Labor Day Friday,  
November 11<sup>th</sup> - Veteran's Day  
Thursday, November 24<sup>th</sup> - Thanksgiving  
Day Friday, November 25<sup>th</sup> - Post  
Thanksgiving Day Friday, December 23rd -  
Pre-Christmas Eve Day Monday, December  
26<sup>th</sup> - Christmas Day Observed

## Attachment No. 2

### 2022 Transportation Cost Methodology

#### Cost Methodology—2022

Transportation Budget	Annual	
Wages	\$ 21,116.00	Staff: 32% Manager
Employee Benefits	\$ 11,440.00	7% Prog Coordinator
Communication	\$ 200.00	
Motor Pool Charges	\$ 50.00	
Training	\$ 200.00	
Office Supplies	\$ 200.00	
Computer Supplies	\$ 200.00	
Freight, Postage, Delivery	\$ 200.00	
<b>Total County Expenses</b>	<b>\$ 33,606.00</b>	

<b>RFTA</b>	<b>\$690,255.00</b>	Projected based on RFTA Actual Expenditures
<i>MINUS GWS Paratransit</i>	<b>\$ 30,000.00</b>	
<b>Total RFTA Expenses</b>	<b>\$660,255.00</b>	
<b>Total Expenses</b>	<b>\$693,861.00</b>	

November 2, 2021, budget

Less Program Income	\$ 13,000.00	
Less CSBG	\$ 60,638.00	
Less Mt. Valley Development	\$ 20,000.00	
<b>Total G/P Income</b>	<b>\$ 93,638.00</b>	
Less 50% County Share RFTA Refund 2020 applied	\$ 346,930.50	
<b>Total County Share</b>	<b>\$ 346,930.50</b>	per 4/19/2021 BOCC Meeting

<b>Total Revenue</b>	<b>\$440,568.50</b>
<b>Total Expenses</b>	<b>\$693,861.00</b>
<b>Income less expenses</b>	<b>\$253,292.50</b>

Municipal Budget Share for Distribution	<b>\$253,292.50</b>
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2022 Traveler Forecast Service And Cost Data

Jurisdiction	Est. Rides	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	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
<b>Total</b>	<b>14,450</b>	<b>72,863</b>	<b>135,593</b>	<b>\$693,861.00</b>	<b>\$440,568.50</b>	<b>\$253,292.50</b>



2021 Projection (as of 10/24/2021)

	2019		2020		2021		+/- Budget
	Audited Amount	Audited Amount	Actual YTD 9/30/2021	Est. Accrual Adjustments	Projected Amount	Budget Amount	
Prof Support	\$ 512,133	\$ 357,754	\$ 411,288	\$ (18,065)	\$ 393,223	\$ 549,827	\$ (156,604)
Prof's Revenues	\$ 30,000	\$ 30,000	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
	\$ 5,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 547,316	\$ 387,754	\$ 411,288	\$ 11,935	\$ 423,223	\$ 579,827	\$ (156,604)

2022 Preliminary Budget (as of 11/21/2021)

	2022		+/- Budget
	Draft Budget	Budget	
Prof Support	\$ 490,613	\$ (59,215)	\$ (549,400)
Prof's Revenues	\$ 30,000	\$ -	\$ 30,000
	\$ 520,612	\$ (59,215)	\$ (579,827)

	2019		2020		2021		+/- Budget
	Audited Amount	Audited Amount	Actual YTD 9/30/2021	Est. Accrual Adjustments	Projected Amount	Budget Amount	
Expenditures	\$ 42,198	\$ 45,198	\$ 35,531	\$ 14,469	\$ 50,000	\$ 50,000	\$ -
	\$ 78,318	\$ 84,926	\$ 64,322	\$ 23,678	\$ 88,000	\$ 88,000	\$ -
	\$ 56,526	\$ 41,485	\$ 18,222	\$ -	\$ 18,222	\$ 62,000	\$ (43,778)
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 64,448	\$ 39,357	\$ 53,714	\$ 13,660	\$ 68,000	\$ 48,800	\$ 19,200
	\$ 150,184	\$ 103,879	\$ 64,454	\$ 16,391	\$ 83,000	\$ 181,200	\$ (98,200)
	\$ 21,556	\$ 16,337	\$ 10,899	\$ 9,101	\$ 20,000	\$ 32,000	\$ (12,000)
	\$ 2,011	\$ 1,155	\$ 934	\$ 1,616	\$ 2,550	\$ 2,550	\$ -
	\$ 1,700	\$ 1,275	\$ -	\$ 2,100	\$ 2,100	\$ 2,100	\$ -
	\$ 1,125	\$ 1,750	\$ 5,500	\$ -	\$ 5,500	\$ 1,750	\$ 3,750
	\$ 363	\$ 395	\$ 5,366	\$ 1,234	\$ 6,600	\$ 6,600	\$ -
	\$ -	\$ 3,241	\$ 556	\$ -	\$ 556	\$ -	\$ 556
	\$ 56,837	\$ 47,670	\$ 34,253	\$ 20,747	\$ 55,000	\$ 62,000	\$ (7,000)
Expenditures	\$ 58,708	\$ 51,996	\$ 36,598	\$ 17,302	\$ 59,900	\$ 64,200	\$ (4,300)
	\$ 533,972	\$ 438,663	\$ 330,350	\$ 120,297	\$ 453,428	\$ 594,600	\$ (141,172)

	2022		+/- Budget
	Draft Budget	Budget	
Expenditures	\$ 61,500	\$ 11,500	\$ 50,000
	\$ 100,300	\$ 12,300	\$ 88,000
	\$ -	\$ (62,000)	\$ 46,000
	\$ -	\$ -	\$ -
	\$ 24,750	\$ (24,050)	\$ 700
	\$ 199,250	\$ 18,050	\$ 181,200
	\$ 26,000	\$ (6,000)	\$ 32,000
	\$ 2,550	\$ -	\$ 2,550
	\$ 2,100	\$ -	\$ 2,100
	\$ 1,750	\$ -	\$ 1,750
	\$ 3,300	\$ 3,300	\$ -
	\$ 56,300	\$ (5,700)	\$ 62,000
Expenditures	\$ 72,650	\$ 8,450	\$ 64,200
	\$ 550,450	\$ (44,150)	\$ 594,600

	2019		2020		2021		+/- Budget
	Audited Amount	Audited Amount	Actual YTD 9/30/2021	Est. Accrual Adjustments	Projected Amount	Budget Amount	
Expenditures	\$ 40,000	\$ 40,000	\$ 30,000	\$ 10,000	\$ 40,000	\$ 40,000	\$ -
	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
	\$ 15,783	\$ 8,420	\$ -	\$ 8,420	\$ 8,420	\$ 15,000	\$ (6,580)
	\$ 24,312	\$ 15,849	\$ 10,533	\$ 6,164	\$ 16,697	\$ 16,697	\$ -
	\$ 6,453	\$ 6,217	\$ 7,672	\$ 3,528	\$ 11,200	\$ 11,200	\$ -
	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 200	\$ -
	\$ 103	\$ 55	\$ -	\$ -	\$ -	\$ 1,600	\$ (1,600)
	\$ 367	\$ 488	\$ 570	\$ -	\$ 570	\$ 500	\$ 70
	\$ -	\$ -	\$ 110	\$ 90	\$ 200	\$ 200	\$ -
Expenditures	\$ 87,018	\$ 71,029	\$ 48,835	\$ 33,402	\$ 82,237	\$ 90,397	\$ (8,160)

	2022		+/- Budget
	Draft Budget	Budget	
Expenditures	\$ 40,000	\$ -	\$ 40,000
	\$ -	\$ (5,000)	\$ 35,000
	\$ 15,000	\$ (2,676)	\$ 12,324
	\$ 14,021	\$ (1,792)	\$ 12,229
	\$ 9,408	\$ 556	\$ 9,864
	\$ 756	\$ (844)	\$ 82
	\$ 500	\$ -	\$ 500
	\$ 200	\$ -	\$ 200
Expenditures	\$ 80,641	\$ (9,756)	\$ 70,885

Notes

This amount will change based upon Garco's Calculation

Assumes status quo

Garfield County Reimbursement of Software Support Expenditures

1 Dispatch Position (former Admin Assistant position) - Assumes potential wage adjustment, a merit increase up to 4%, and 541 Supervisor FTE - Assumes potential wage adjustment and a merit increase up to 4%

1 Supervisor Job Position not budgeted in 2022

Full time Drivers recorded in non CDL line below)

4 FT Drivers and 0.5 Part-time drivers. Assumes: merit increase up to 4%; 2022 budget assumes a 25% increase in driving hours of 7,500 hours.

Assumed reduction due to fewer budgeted miles in 2022 (83,000 miles) than budgeted in 2021 (107,800 miles)

Assumes status quo

Assumes 6 x \$350

Assumes status quo

Shift Pay for vehicle fogging - assumed 50% of 2021 levels

Includes 5% increase in health insurance costs and change in employee's health insurance elections due to change in personnel

Status quo

One time consulting fees in 2021 for cost allocation model

Estimated - insurance renewals in process

1517 Blake St. 201 - 30% share of costs and adjustment for 84% allocation to the Traveler

Estimated

Estimated per review of prior actuals and to balance travel/training accounts for anticipated needs

Estimated per review of prior actuals and to balance travel/training accounts for anticipated needs

Estimated

Estimated

Includes repairs and fuel purchased at Garfield County. Assumes: Fuel is based on approximately 34,000 miles budgeted in 2021; Original 2021 Budget was \$34,000 and was reduced by \$5,000 for cost allocation consultant.

Status quo

Status quo

Fuel charged internally at RTA. Assumes 83,000 total miles budgeted in 2022 with 49,000 miles budgeted in 2022; Projected in 2022 budgeted miles are approximately 80% of 2021 budgeted miles.

Route March Software Support (84% allocation of total cost to the Traveler)

Status Quo - this amount will change based on Garco's application

# Transportation Arithmetic & Assumptions

## Table 1. Cost Allocation Basis 2022 Draft Budget

Compensation	Line Item Cost	Cost Category	Varies By
Administration	61,500	Fixed	
Transportation Supervisor	100,300	Fixed	
Relief Supervisor			
Bus Operator 3 (FTYR)			
Bus Operator 2 (PTYR)	24,750	Variable	Hours
Bus Operatorâ€Non CDL(FTYR)	199,250	Variable	Hours
Mechanics	26,000	Variable	Miles
Overtime Pay	2,550	Variable	Hours
Alt Activity	2,100	Variable	Hours
Bonus Pay	1,750	Variable	Hours
Shift Pay	3,300	Variable	Hours
Separation Pay		Variable	Hours
Fringe Benefits	56,300	Variable	Hours
Health Insurance	72,650	Variable	Hours
<b>Subtotal Traveler's Compensation Expenditures</b>	<b>550,450</b>		
<b>Admin Operating Expenditures</b>			
Admin Overhead	40,000	Fixed	
Third Party Consulting			
Vehicle Insurance	15,000	Fixed	
Office Rental	14,021	Fixed	
Telephone/Communications	9,408	Fixed	
Staff Training	756	Variable	Hours
Travel	756	Fixed	
Office Supplies	500	Fixed	
Postage	200	Fixed	
<b>Subtotal Traveler's Admin Operating Expenditures</b>	<b>80,641</b>		
<b>Operating Expenditures</b>			
Repairsâ€Third pty seivces	30,000	Variable	Miles
Drug & Alcohol Testing	672	Variable	Hours
DOT Exams	672	Variable	Hours
Equipment			
Unleaded Fuel	11,000	Variable	Miles
Compressed Natural Gas	8,000	Variable	Miles
Software Support	8,820	Fixed	
<b>Subtotal Traveler's Operating Expenditures</b>	<b>59,164</b>		
<b>Total Traveler's Expenditures</b>	<b>690,255</b>		

**Table 3. 2020 Trip Distances & Durations**

<b>2020 Service Data</b>					
<b>Jurisdiction</b>	<b>Ridership</b>	<b>Loaded Miles</b>	<b>Loaded Hours</b>	<b>Avg. Distance</b>	<b>Avg. Duration</b>
Rifle	3,326	11,382	302	3.4	5.4
Glenwood Springs	3,156	7,691	305	2.4	5.8
Garfield County	1,208	9,728	306	8.1	15.2
New Castle	269	3,579	90	13.3	20.1
Silt	203	1,388	33	6.8	9.8
Carbondale	86	517	20	6.0	14.0
<b>Total</b>	<b>8,248</b>	<b>34,286</b>	<b>1,056</b>	<b>N/A</b>	<b>N/A</b>

**Table 4. 2019 Ridership Data**

<b>2019 Service Data</b>	
<b>Jurisdiction</b>	<b>Ridership</b>
Carbondale	989
Glenwood Springs	6,250
New Castle	1,210
Silt	208
Rifle	5,828
Garfield County	4,782
<b>Total</b>	<b>10,610</b>

**2022 Estimated Service data used in the MOU above are based on:**

Rides = 75% of 2019 ridership

Loaded Miles = Estimated 2022 ridership multiplied by 2020 average trip distances

Loaded Minutes = Estimated 2022 ridership multiplied by 2020 average trip durations.

**Table 5. Marginal rates used in cost model**

<b>Cost Category</b>	<b>Costs by Category</b>	<b>Marginal Rates</b>
Variable Hours	\$348,897	\$2.57
Variable Miles	\$71,740	\$0.98
Fixed	\$273,224	\$18.91
<b>Total</b>	<b>\$693,861</b>	<b>N/A</b>

<b>Nutrition Budget</b>	Annual
Wages	\$ 150,450.00
Employee Benefits	\$ 76,124.00
Professional - Other	\$ 281,625.00
Repair and maintenance	\$ 200.00
Rental of Land & Buildings	\$ 100.00
Communications	\$ 550.00
Printing and Binding	\$ 300.00
DHS - Destruction of Records	\$ 250.00
Travel	\$ 300.00
Motor Pool Charges	\$ 10,000.00
Professional Affiliations	\$ 100.00
Training	\$ 600.00
Office Supplies	\$ 1,000.00
Operating Supplies	\$ 9,000.00
Computer Supplies	\$ 400.00
Freight, postage, Delivery	\$ 2,600.00
Copy Machine Usage	\$ 1,300.00
Food - non travel related	\$ 3,000.00
Computers & computer equipment	\$ 1,000.00
<b>Total 12 Month Budget</b>	<b>\$538,899.00</b>

Staff: 64% Manager  
72% Program Coordinator  
77% Program Coordinator

Less AAA funding	\$ 150,265.00
Less NSIP Incentives	\$ 13,000.00
Less Program Income	\$ 21,000.00
<b>Grant &amp; Program Income Total</b>	<b>\$ 184,265.00</b>
40% County Share of Total Expenses	\$ 215,559.60
<b>Garfield County Share</b>	<b>\$ 215,559.60</b>
Projected Income/County Share	\$ 399,824.60
<b>Income less expenses</b>	<b>\$139,074.40</b>
Municipal Budget Share for Distribution	\$139,074.40

Jurisdiction	2021		2020		2019	
	# Meals Served	Municipal Nutrition Contribution	# Meals	Contributions	# Meals	Contributions
Carbondale	1,157	\$8,806.32	1,342	\$ 1,526.41	1,241	\$ 1,526.41
Glenwood Springs	6,812	\$51,848.45	4,111	\$ -	3,873	\$ 4,763.72
New Castle	996	\$7,580.89	723	\$ -	734	\$ 902.81
Silt	1,778	\$13,532.96	2,074	\$ -	2,477	\$ 3,046.67
Parachute	-	\$0.00	-	\$ -	-	\$ -
Rifle	7,529	\$57,305.78	6,420	\$ 7,157	7,918	\$ 9,739.00
<b>Municipal Total</b>	<b>18,272</b>	<b>\$139,074.40</b>	<b>15,398</b>	<b>\$ -</b>	<b>16,243</b>	<b>\$ 19,978.60</b>
<b>Garfield County Parachute</b>	<b>3,325</b>		<b>3,265</b>	<b>\$ 3,190</b>	<b>3,253</b>	<b>\$ 3,253</b>
<b>Grand Total</b>	<b>21,597</b>		<b>18,663</b>	<b>\$ 18,937</b>	<b>19,496</b>	<b>\$ 19,496</b>

Based on July 2020 - June 2021 Usage

Based on July 2019 - June 2020

Based on July 2018 - June 2019

Based on July 2017 - June 2018

**Cost Methodology—2022**

Transportation Budg	Annual	
Wages	\$ 21,116.00	
Employee Benefits	\$ 11,440.00	Staff: 32% Manager
Communication	\$ 200.00	7% Prog Coordinator
Motor Pool Charges	\$ 50.00	
Training	\$ 200.00	
Office Supplies	\$ 200.00	
Computer Supplies	\$ 200.00	
Freight, Postage,	\$ 200.00	
Delivery	\$ 200.00	
<b>Total County Expense</b>	<b>\$ 33,606.00</b>	

**RFTA** \$690,255.00 Projected based on RFTA Actual Expenditures November 2, 2021 budget  
**MINUS GWS Paratral** \$ 30,000.00  
**Total RFTA Expense** \$ 660,255.00

**Total Expenses** \$ 693,861.00

Less Program Income \$ 13,000.00  
 Less CSBG \$ 60,638.00  
 Less Mt. Valley Devle \$ 20,000.00  
**Total G/P Income** \$ 93,638.00

Less 50% County Share \$346,930.50  
 RFTA Refund 2020 at \$ 81,369.65 per 4/19/2021 BOCC Meeting  
**Total County Share** \$346,930.50

**Total Revenue** \$440,568.50  
**Total Expenses** \$ 693,861.00  
**Income less expense** \$253,292.50

Municipal Budget Share \$253,292.50  
 for Distribution

Prepared by Ross Peterson

**2022 Traveler Forecast Service And Cost Data**

Jurisdiction	Est. Rides	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	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
<b>Total</b>	<b>14,450</b>	<b>72,863</b>	<b>135,593</b>	<b>\$693,861.00</b>	<b>\$440,568.50</b>	<b>\$253,292.50</b>

Well & Wise Budget	Annual	
Wages	\$ 32,062.00	
Employee Benefits	\$ 17,174.00	
Repair & maintenance	\$ 25.00	Staff: 4% Manager
Licenses and permits	\$ 750.00	28% Program Coordinator
Travel	\$ 1,000.00	16% Program Coordinator
Motor Pool Charges	\$ 500.00	
Training	\$ 3,000.00	
Office supplies	\$ 100.00	
Other supplies	\$ 100.00	
Food - non travel related	\$ 4,000.00	
Computers & computer equipment	\$ 600.00	

**Total 12 Month Budget** **\$59,311.00**

**Less AAA funding** **\$ 50,000.00**

**Grant & Program Income Total** **\$ 50,000.00**

*Income less expenses* \$9,311.00

**Total County Match** **\$9,311.00**

**COMBINED CONTRIBUTION BREAKDOWN**

Jurisdiction	2022		2022		2022		2022		2022		2022	
	Nutrition Contribution	Transportation Contribution	Well & Wise Contribution	Total Contributions	RFTA Transportation Contribution	Nutrition Contribution	Transportation Contribution	Well & Wise Contribution	Net Adjusted Total			
Carbondale	\$8,806.32	\$24,948.35	-	\$33,754.67	\$24,948.35	\$8,806.32	-	-	\$8,806.32			
Glenwood Springs	\$51,848.45	\$94,048.86	-	\$145,897.31	\$94,048.86	\$51,848.45	-	-	\$51,848.45			
New Castle	\$7,580.89	\$42,048.11	-	\$49,629.00	\$42,048.11	\$7,580.89	-	-	\$7,580.89			
Silt	\$13,532.96	\$4,383.56	-	\$17,916.52		\$13,532.96	\$4,383.56	-	\$17,916.52			
Rifle	\$57,305.78	\$87,863.62	-	\$145,169.40		\$57,305.78	\$87,863.62	-	\$145,169.40			
Garfield County	\$ 215,559.60	\$ 346,930.50	9,311.00	\$571,801.10		\$215,559.60	\$346,930.50	9,311.00	\$571,801.10			
Totals	\$354,634.00	\$600,223.00	9,311.00	\$964,168.00	\$161,045.31	\$354,634.00	439,177.69	9,311.00	\$803,122.69			

**SPIRITS OF NEW CASTLE**  
**PO BOX 105**  
**New Castle CO 81647**

Fees Due	
Renewal Fee	227.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$227.50</b>

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>K2 SPIRITS INC</b>		Doing Business As Name (DBA) <b>SPIRITS OF NEW CASTLE</b>		
Liquor License # <b>07-92463-0000</b>	License Type <b>Liquor Store (city)</b>	Sales Tax License # <b>07924630000</b>	Expiration Date <b>02/27/2022</b>	Due Date <b>01/13/2022</b>
Business Address <b>302 WEST MAIN STREET New Castle CO 81647</b>				Phone Number <b>9709843225</b>
Mailing Address <b>PO BOX 105 New Castle CO 81647</b>			Email <b>wirtkristi@aol.com</b>	
Operating Manager <b>Kristi Wirt</b>	Date of Birth <b>6/8/64</b>	Home Address <b>115 Current Dr, New Castle CO 81647</b>		Phone Number <b>970 984 3163</b>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				

<b>Affirmation &amp; Consent</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
Kristi Wirt	Pres	
Signature	Date	
<i>Kristi Wirt</i>	1/7/22	
<b>Report &amp; Approval of City or County Licensing Authority</b>		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
<b>Therefore this application is approved.</b>		
Local Licensing Authority For	Date	
Signature	Title	Attest

## Tax Check Authorization, Waiver, and Request to Release Information

I, Kristi Wint am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of K2 Spirits Inc (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>K2 Spirits Inc</u>		Social Security Number/Tax Identification Number <u>20-5888037</u>	
Address <u>302 W. main st., PO Box 105</u>			
City <u>New Castle</u>		State <u>CO</u>	Zip <u>81647</u>
Home Phone Number <u>970-984-3163</u>		Business/Work Phone Number <u>970-984-3225</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Kristi Wint</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Kristi Wint</u>			Date signed <u>1/7/22</u>

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).