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

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

Agenda

New Castle Town Council Regular Meeting-
Tuesday, November 19, 2024, 7:00 PM

Virtual Meetings are subject to internet and technical capabilities.
To join by computer, smart phone or tablet:
https://us02web.zoom.us/j/7096588400
If you prefer to telephone in:
Please call: 1-346-248-7799
Meeting ID: 709 658 8400
Follow the prompts as directed. Be sure to set your phone to mute until called on

Call to Order

Pledge of Allegiance

Roll Call

Meeting Notice

Conflicts of Interest

Agenda Changes

Citizen Comments on Items not on the Agenda
-Comments are limited to three minutes-

Consultant Reports
Consultant Attorney
Consultant Engineer

PUBLIC HEARING

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

A. Consider a Special Events Liquor License Application from P.E.O. Chapter AO for an Event to be Held on December 6, 2024

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

Items for Consideration

B Consider Approval of Subdivision and PUD Development Agreement for Eagles Ridge Ranch Phase 2

C. Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) regarding pending CVR Investors, Inc. litigation.

D. Consider Approval of First Amendment to Settlement Agreement with CVR Investors, Inc.

I. Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) for an evaluation of the Town Administrator, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

J. Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) for an evaluation of the Town Treasurer, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

K. Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) for an evaluation of the Town Clerk, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

Consent Agenda

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

November 5, 2024 minutes

Staff Reports

Town Administrator
Town Clerk
Town Treasurer
Town Planner
Public Works Director

Commission Reports

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

Council Comments
Items for Future Council Agenda
Adjourn

TOWN OF NEW CASTLE
Town Clerk

Memo

To: Local Liquor Authority

From: Mindy Andis, Town Clerk

Date: 11.19.2024

Re: PEO Chapter AO

Request: The PEO Sisterhood, Chapter AO through its representative Mary Gervais requests a special events liquor license for the PEO Sisterhood, Chapter AO Brunch.

Recommendation: PEO representative, Mary Gervais, informed staff that Rolling Fork will cater the brunch event and will serve champagne and orange juice in the form of mimosas. If Rolling Fork is not able to provide the alcohol service, members of PEO will serve. Guests will be limited to two drinks.
Ms. Gervais also confirmed to staff that PEO is aware of their liability as related to alcohol service which was why their event was early in the day and why they are limiting how many drinks a guest may have.
Last, the applicant lists the license time to be from 10:00 a.m. to 4:00 p.m. These times include several hours for set up and clean up. Alcohol will be served for a three-hour window from 10:30 a.m. to 1:30 p.m.
If Council's consensus is to approve the attached application for a special event liquor permit for PEO, Chapter AO's brunch event, the Clerk's Office staff recommends that Council consider requiring a 100% I.D. check. Currently, it is unknown if anyone from Rolling Fork or PEO is Responsible Service of Alcohol (TiPS) trained, and staff suggests that the Council determine if they comfortable with that.

Council's approval of this special event license will mean that PEO, Chapter AO shall have the authority to serve, sell or distribute malt, vinous and spirituous liquors for on-premises consumption at the December 9, 2022, Brunch event, from 9:00 a.m. to 5:00 p.m.

Even though the applicant is a non-profit organization, it is required to collect and remit sales tax on alcohol sales.

The application is complete, all fees are paid.

Mindy Andis, CMC
Town Clerk

DR 8439 (07/07/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

☐ State Only Permit/State Property

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

☐ Social	☐ Athletic	☑ Philanthropic Institution
☐ Fraternal	☐ Chartered Branch, Lodge or Chapter	☐ Political Candidate
☐ Patriotic	☐ National Organization or Society	☐ Municipality Owned Arts Facilities
☐ Political	☐ Religious Institution	

LIAB	Type of Special Event Applicant is Applying for:	
2110	☑ Malt, Vinous And Spirituous Liquor	$25.00 Per Day
2170	☐ Fermented Malt Beverage	$10.00 Per Day

DO NOT WRITE IN THIS SPACE
Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: Chapter AO, PEO
State Sales Tax Number (Required): 420 453 829

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP): 140 Lakota Dr. New Castle, CO 81647

3. Address of Place to Have Special Event (include street, city/town and ZIP): Lakota Rec Center 151 E. Clubhouse Dr. NC 81647

4. Authorized Representative of Qualifying Organization or Political Candidate: Mary Gervais
Date of Birth: [redacted]
Phone Number: [redacted]

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager: Mary Gervais, Faye Bennett, Carol Newman
Date of Birth: [redacted]
Phone Number: [redacted]
Event Manager Home Address (Street, City, State, ZIP)
Email Address of Event Manager: [redacted]

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
☒ No ☒ Yes How many days? ____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
☒ No ☐ Yes License Number ____

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

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

Date 12/6/24 Hours From 10 a.m. To 4 p.m.	Date Hours From a.m. To p.m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

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

Signature: Mary Gervais
Title: Champagne Brunch Chairman
Date: 11/5/24

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) ☐ City ☐ County
Telephone Number of City/County Clerk

Signature
Title
Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

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

(Instructions on Reverse Side)

DR 8439 (07/07/22)

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger that 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☒ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☒ If not incorporated, a NONPROFIT charter; **or** see 2022 & 2023 applications
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)
A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

Happy Holidays!

Brunch Time!

Dear Ladies and Gentlemen of the Town Council,

Again this December our chapter of PEO, an international philanthropic organization, is hosting a Champagne Brunch to aid us in our quest to raise post-secondary scholarship money for girls in our area.

Our Brunch will be catered by Rolling Fork Truck. Tickets will include a mandatory donation. Two of us, plus some staff of Rolling Fork hold TIPS certification. The Brunch will take place midday. This is our third consecutive year, and the event has run smoothly.

Thank you for your attention and consideration.

Lakota PEO residents,

Mary Gervais

Faye Bennett

Carol Newman

Kit Fordham

Lakota Canyon Ranch

Rec Center Reservation

Today's Date: 1/26/24

Resident/Contact Name: Gervais, Newman, Bennett, Fordham

Phone: 970-470-3678 Email: mzgervais@yahoo.com

Resident Address: 140 Lakota Dr.

Date of Event: Friday 12/6 Expected Attendance: 55

Event Theme/Organization: PEO Champagne Bruch

Start Time: 11 Am End Time: 3 PM (Include time for set-up and clean-up)

will set up on 12/5 afternoon too

Space Requested*:	Capacity:
☑ Dining Area	50
☐ Upstairs Balcony	48
☑ Board Room	18
☐ Lower Exercise room	11
☐ Lower Banquet Room	40

* Each event may only use the specific area of the Rec Center as reserved. The pool may not be reserved for events or used by event guests.

Food and Beverage provided by:

☐ Resident ☑ Rolling Fork Food Truck ☐ Outside Caterer ☐ N/A

Will get event liquor license for PEO

Member Reservation: (for residents and their guests) **The resident must be present at all times.**

- $0 for up to 50 people

Member Commercial Services Fee (i.e. when fees are charged for admission, classes, games, shows, vendors, etc.). **The resident must be present at all times.**

- $25 for 1-10 people
- $50 for 11-25 people
- $100 for 26-50 people (no more than 50 people or exceeding room capacity)

Refundable Deposit of $200 (cleaning/compliance): We only accept checks at this time. Please provide a separate check for the refundable deposit. Absolutely **NO glitter or confetti** to be used inside or outside the Rec Center.

Additional Charges: The above rates are for **up to 3 hours** of space usage. Additional time needed is **$100/hour** with a **maximum of 4 hours** in total. One hour of set-up and clean-up is allowable before and after your event with **the resident present.**

Please initial, acknowledging that you have reviewed and received the following information:

MG I acknowledge that **I take full responsibility** for my guests and release the Lakota Canyon Rec Center and Homeowners Association for any and all liability during my event.

MG I acknowledge space is reserved and on the event calendar after the refundable **deposit has been received.**

MG I acknowledge that reserving space at the Lakota Canyon Rec Center **DOES NOT include the use of the fitness room, pool, or lower patio space** for my guests.

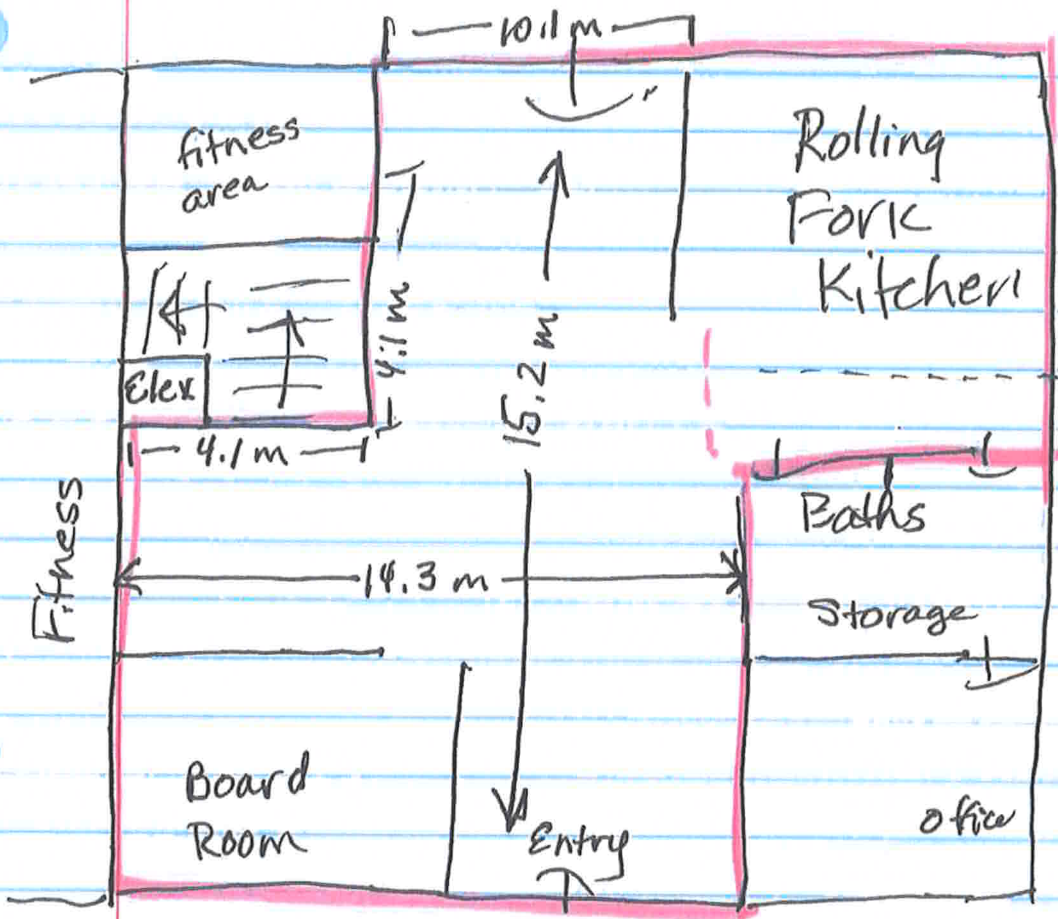
MG I acknowledge that **adult supervision is REQUIRED** for all minor attendees.

MG I acknowledge that my space **DOES NOT include access to the kitchen area** or use of any appliances, equipment, or supplies.

MG I acknowledge that any **alcohol sales** require a special license issued by the City of New Castle.

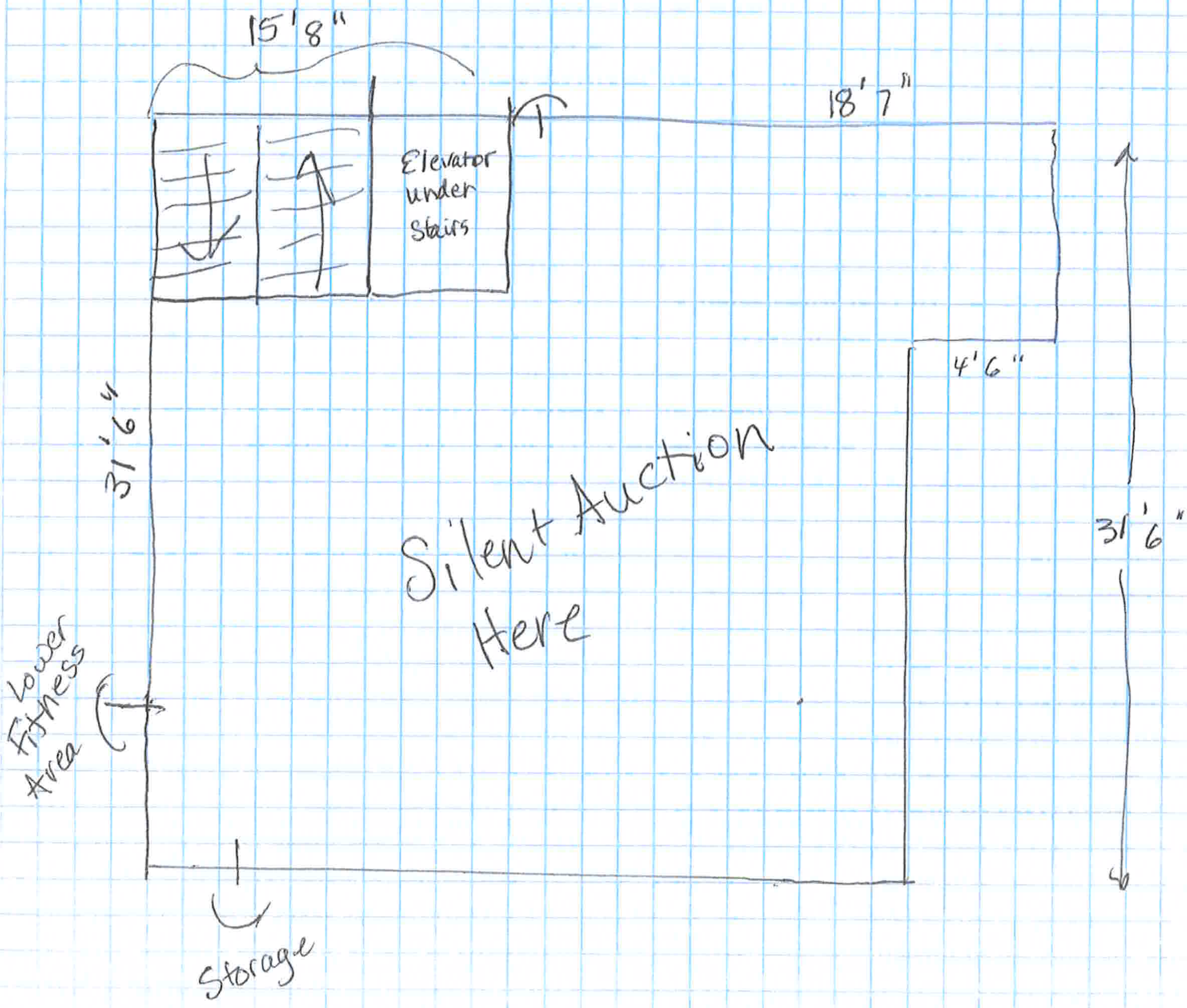
MG I acknowledge that I am responsible for **cleaning up** the event area per the attached **Event Cleaning Checklist**, and if not completed, my deposit **will not be returned.**

I have read and agree to comply with the above terms: Mary Gewus
(sign & date)


10.1 m
fitness area
4.1 m
Elex
4.1 m
15.2 m
Rolling Fork Kitchen
Baths
Storage
14.3 m
Fitness
Board Room
Entry
office

Please see 2022 application for Main Floor.

This year we are adding the lower level as we are hosting a silent auction there.



Lower Level

International Chapter P.E.O. Sisterhood

Director of Finance/Treasurer
P.E.O. Executive Office
3700 Grand Avenue
Des Moines, Iowa 50312-2899

515-255-3153, Ext 3715
Fax 515-255-3820

Nancy Carlson
2780 Co Rd 113
Carbondale, CO 81623-9651

I am sending this letter to verify that Chapter AO, CO is a subordinate chapter of the International Chapter of the P.E.O. Sisterhood and falls under the 501(c)(4) group ruling granted by the IRS in 1950. All local chapters are unincorporated associations organized under the nonprofit corporation International Chapter of the P.E.O. Sisterhood.

In order to conduct business, Chapter AO is authorized to open bank accounts as deemed necessary by the elected officers of the chapter using the tax ID number 84-6051808 which was assigned to Chapter AO by the IRS.

Sincerely,

Kathy A. Soppe

Kathy A. Soppe
Director of Finance/Treasurer

SUBDIVISION AND PUD DEVELOPMENT AGREEMENT
EAGLE'S RIDGE RANCH PHASE 2,
LAKOTA CANYON RANCH, LOT 2B, PHASE 7

THIS SUBDIVISION AND PUD DEVELOPMENT AGREEMENT, EAGLE'S RIDGE RANCH PHASE 2 (hereinafter "AGREEMENT") is made this ___ day of _________________, 2024, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality ("Town"); COLOMBO INTERNATIONAL, INC., a Colorado corporation ("Developer"); and MALO DEVELOPMENT COMPANY—LAKOTA, LLC, a Colorado limited liability company ("Owner"):

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real property located within the Lakota Canyon Ranch Subdivision in the Town of New Castle, Colorado, described as all of the property described on the Eagle's Ridge Ranch Amended and Restated Final Plat recorded June 2, 2023, at Reception No. 986448, excluding those condominium units described and depicted on the condominium map recorded June 2, 2023, at Reception No. 986450 (the "Property"); and

WHEREAS, Owner has authorized Developer to pursue development of the Property; and

WHEREAS, the Property comprises a portion of Lot 2B, Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009, at Reception No. 763774, and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010, at Reception No. 789213 ("Eagle's Ridge Ranch" or "ERR"); and

WHEREAS, Developer filed an application with the Town seeking approval of a Final PUD Development Plan ("Final Plan") and final Subdivision Plat ("Final Plat") for Eagle's Ridge Ranch for the creation of 36 residential units in 9 buildings on Lot 2B; and

WHEREAS, the Town Council approved the ERR Final Plan and ERR Final Plat subject to the terms and conditions set forth in Ordinance No. TC 2019-4, including reducing the total number of units to 30 and the total number of buildings to 6; and

WHEREAS, the ERR Final Plan and ERR Final Plat were later amended by Owner to reduce the number of units to not more than 22 in not more than 6 buildings, to increase open space, and to reorient the building envelopes within ERR, all as set forth in Resolution No. PZ 2022-05; and

WHEREAS, the first phase of development of Eagle's Ridge Ranch is complete and the Town accepted the phase 1 public improvements on October 15, 2024; and

WHEREAS, Developer desires to commence construction of ERR Phase 2; and

WHEREAS, the approvals cited above require that a subdivision improvements agreement be recorded before work commences in each phase of development of ERR and are contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer; and

WHEREAS, the parties now desire to enter into this Agreement to set forth the terms, conditions, and obligations regarding the installation and construction of the ERR Phase 2 public improvements.

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

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

2. Purpose; Phasing. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer in connection with developing ERR Phase 2 and to set forth the fees to be paid by the Developer in connection with the development. A new or amended subdivision improvements agreement is required for each subsequent phase of development of Eagle's Ridge Ranch and shall be recorded before work commences in each phase. All terms and conditions contained herein are in addition to all terms and conditions of Ordinance No. TC 2019-4, Resolution PZ 2022-05, the Town Code, and state and federal statutes, and all previous recorded agreements with the Town affecting the Property, including but not limited to the First Supplement to 1999 Annexation and Development Agreement dated January 3, 1999 and recorded as Reception No. 618282 ("Annexation Agreement"), and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Definition of the Application and Terms. For purposes of this Agreement, the "Application" consists of all the documents and information listed in Exhibit B attached to Ordinance No. TC 2019-4 and all documents and information listed on Exhibit A to Resolution PZ 2022-05, which are incorporated herein by reference. Any terms defined in Ordinance TC 2019-4 or Resolution PZ 2022-05 shall have the same meaning for purposes of this Agreement.

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

5. Public Improvements. The Public Improvements required by this Agreement for Phase 2 of the development of the Property are listed in **Exhibit A** attached hereto ("Public Improvements"), and the estimated costs for construction of such improvements are set forth therein. No lot or unit in Phase 2 or Phase 3 of the ERR development as indicated on the phasing plan provided to and approved by the Town shall be sold until the public

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

6. <u>Construction Observation and Inspection.</u>
    A. <u>Pre-Construction Meeting</u>. Developer shall hold a pre-construction meeting between the Town Engineer and the Developer and Developer's engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

    B. <u>Construction Inspection by Developer</u>. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide, when improvements are submitted to the Town for acceptance, a stamped certification that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

    C. <u>Construction Observation by the Town</u>. The Town shall have the right to make engineering inspections at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer shall inspect the Public Improvements on at least a weekly basis and shall provide the Town Engineer with the supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, the Developer, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 7 and 8 below.

7. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements no later than one year from the recording of this Agreement. Said period may be extended in writing by Town staff for a period of up to six (6) months, provided the performance guarantee provided pursuant to Paragraph 10 is similarly so extended by Developer in a form approved by Town staff. Developer is entitled to begin construction of the Public Improvements at any time after this Agreement is recorded and all necessary permits have been obtained. Notwithstanding anything herein to the contrary, any construction performed in a public right-of-way and all ties to Town utilities must be completed (i) within 180 days of the date such construction begins and (ii) no later than one year from the issuance of a building permit, unless said date is otherwise extended as provided herein.

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

8. Town Council Acceptance; Conveyance. Within thirty (30) days of the Engineering Acceptance Date, the Developer shall execute a bill of sale conveying any portion of the Public Improvements constituting personal property to the Town, free and clear of all liens

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

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

A. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

B. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for the Warranty Period; and

C. The title conveyed shall be good and its transfer rightful.

10. Performance Guarantee. The total amount of required security for the Public Improvements shall be 110% of the amount specified on Exhibit A.

A. To secure the construction and installation of the Public Improvements above described for which the Developer is responsible, the Developer shall, prior to recording this Agreement and commencing work on Phase 2, provide the Town with a letter of credit or surety bond issued or confirmed by a financial institution acceptable to the Town Attorney, which letter of credit or bond shall be valid for at least 13 months from the date of recording this Agreement. If the time for completion of the Public Improvements is extended, the letter of credit or bond shall be similarly extended. Under the terms of the letter of credit or surety bond, the Town shall be allowed to present drafts and accompanying documents to the issuing institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit or surety bond prior to accepting it.

B. If the Public Improvements are not completed within the time required hereunder, Owner and Developer shall be in default of this Agreement. If the security provided pursuant to this Agreement is not sufficient to pay the actual costs of completion of the Public Improvements, the Developer shall be responsible for the balance.

C. A portion of the performance guarantee may be released as specific improvements are completed and approved in accordance with the procedures set forth in Section 16.32.020(A) of the Town Code.

D. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth on Exhibit A attached hereto, which includes a 10% contingency. The parties agree that this amount does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town was required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth on Exhibit A, Developer shall be solely responsible for the actual cost. The purpose of Exhibit A is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

E. The parties expressly agree that Developer's preparation and submission to the Town of as-built drawings and a summary of actual construction costs for the Public Improvements to be dedicated to the Town are essential requirements of this Agreement. In the event that Developer fails to provide the as-built drawings and summary to the Town fifteen (15) business days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to liquidated damages in the amount of $10,000, which the Town may collect pursuant to the default and breach provisions of this Agreement.

F. Neither approval of any reduction to the performance guarantee, nor any other reduction in security, shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur in accordance with Section 16.32.020 of the Town Code.

11. <u>Temporary Irrigation</u>. Developer agrees to construct and install, at Developer's sole expense, an irrigation system sufficient to irrigate all disturbed areas requiring revegetation. Irrigation systems in the drainage ways and re-vegetated slopes may be installed temporarily and may be removed when revegetation has been established and irrigation is no longer necessary. Developer may use raw water to comply with this provision of the Agreement. All seeding and revegetation of all disturbed areas shall be considered part of the Public Improvements within the meaning of this Agreement. Upon Developer's completion of the landscaping, revegetation, and weed control measures

required herein, Developer shall certify such completion in writing. Once the Town approves the landscaping and revegetation in writing, Developer shall warrant the landscaping for two full growing seasons after planting. Failure of Developer to honor such warranty shall be a breach of this Agreement.

12. Weed and Dust Control. Prior to issuance of a building permit, Developer shall submit a Weed and Dust Management Plan that complies with the Town of New Castle Noxious Weed Management Plan. Developer agrees to comply with and be bound by this plan throughout the development and approved operation of Eagle's Ridge Ranch. Developer further agrees to reseed the Property according to the seed mix used and approved by the Town's Park Department.

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

14. EQRs. The EQR rating of Eagle's Ridge Ranch shall comply with the Table of Equivalent Units ("EQRs") as set forth in Chapter 13.20 of the Town Code, as in effect at the time of application for a building permit. As of the date of this Agreement, the Town Code provides for the following EQR calculations:

Building 1: 3 three-bedroom units: 1 EQR x 3 = 3 EQR
Total: 3 EQR

Building 2: 4 three-bedroom units: 1 EQR x 4 = 4
Total: 4 EQR

Building 3: 3 three-bedroom units: 1 EQR x 3 = 3 EQR
Total: 3 EQR

Building 4: 4 three-bedroom units: 1 EQR x 4 = 4
Total: 4 EQR

Building 5: 1 three-bedroom unit: 1.0 EQR x 1 = 1 EQR
2 two-bedroom units: 0.8 EQR x 2 = 1.6 EQR
Total: 2.6 EQR

Building 6: 2 three-bedroom units: 1.0 EQR x 2 = 2 EQR
3 two-bedroom units: 0.8 EQR x 3 = 2.4 EQR
Total: 4.4 EQR

Total Units (all buildings): 22
Total EQR (all buildings): 21

Notwithstanding that the Table of Equivalent Uses provides that 2-bedroom units in multifamily buildings of 4 or more units shall be rated at 0.8 EQR only if billed collectively for the entire building, the Town agrees to apply the 0.8 EQR rating for 2-bedroom units to all buildings of four or more units even if the units in the building are separately-metered. Developer acknowledges that separate metering and billing for water service to each unit in ERR is required per Resolution PZ 2022-05 and such metering and billing shall also be in accordance with any recommendations or requirements of the Public Works Department.

If the plans for any of the buildings or units are modified to change the number of bedrooms, square footage, or other factors described in the Table of Equivalent Uses then the EQR ratings set forth above shall be adjusted to conform to the Town Code, and the water rights dedication fees and tap fees shall be adjusted accordingly, with the difference either credited to or paid by the Applicant as appropriate. Any such modifications shall be subject to the procedures for amendment of a PUD development plan as set forth in Section 17.100.110 of the Town Code.

15. Irrigation Water. The Application contemplates irrigation of common areas within Eagle's Ridge Ranch from the New Castle municipal potable water system, which is included in the EQR calculations set forth above in Section 14, not to exceed 65,000 square feet of irrigated area. If the Developer instead installs a raw water irrigation system pursuant to plans approved by the Town Engineer, then Developer may be entitled a 25% reduction in water tap fees and water rights dedication fees pursuant to Section 13.38.030 of the Town Code. Nothing herein guarantees the availability of raw water to serve the Property, which shall be determined by the Town in its sole discretion. Any irrigated area in excess of 65,000 square feet shall require payment of additional tap fees and water rights dedication fees pursuant to the Town Code. There shall be no reduction in tap fees or dedication fees for any reduced irrigated area.

16. Water Rights Dedication. Developer is required to pay a cash-in-lieu-of-dedication fee in the amount of $6,000.00 per EQR or such other amount as may be in effect when such payment is due ("Dedication Fee"). The Dedication Fee for all units within a building envelope or block will be due at the time a building permit application is submitted for the first unit within the building envelope or block being developed.

17. Payment of Tap Fees. Developer shall pay water and sewer tap fees in the amount provided in Chapter 13.20 of the Town Code to account for the total EQR rating for the Property as set forth above. Pursuant to Section 13.20.020 of the Code, all tap fees shall be paid at the time Developer applies for utility service, *i.e*. at the time of issuance of a building permit.

18. Grading and Excavation. No grading or excavation shall occur on the Property until security has been provided for all public improvements as required by this Agreement.

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

A. This Agreement has been recorded with the office of the Garfield County Clerk and Recorder and the performance guarantee required hereunder has been provided;

B. Town staff approves a construction phasing plan that identifies, at minimum, each of the following components:

   1. Identification of buildout phases and sequencing of occupancy
   2. Traffic flow for construction equipment as each phase is completed
   3. Traffic flow for pedestrians and private vehicles during each phase
   4. Safety measures or procedures for isolating construction from occupied units
   5. Safety measures or procedures for tenants of finished units
   6. Storage and staging areas for construction equipment and materials.

C. All conditions and concerns regarding the Public Improvements and their Plans and Specifications identified by the Public Works Department and Town Engineer have been addressed and resolved to the satisfaction of Town staff;

D. All complete construction plans, drawings, and estimates and all other plans required under the Town Code or this Agreement, including, but not limited to, a dust and weed mitigation plan, lighting plan, and final geotechnical report, have been submitted to and approved by Town staff;

E. All invoices from the Town have been paid by Developer;

F. The Lakota Canyon Ranch Design Review Committee has approved all plans and designs for the Property as required by the Lakota Canyon Ranch governing documents and the Town Code;

G. All off-site easement and/or dedication conveyance documents are fully-executed and properly recorded with the Garfield County Clerk & Recorder's office; and

H. Developer has paid all tap fees and water rights dedication fees.

No Certificate of Occupancy shall be issued until:

A. The Town Engineer has determined that the units in Phase 2 have adequate access and that all water and sewer utility improvements have been completed and accepted by the Town.

B. Developer submits, and Town Staff approves, an adequate safety plan to ensure that ongoing construction of other buildings and improvements on the Property does not interfere with the health and safety of any residents.

20. Fees and Expenses. Developer agrees to reimburse the Town for any and all fees and expenses actually incurred by the Town in connection with or arising out of the development of the Property, the applications and approvals referenced in Ordinance No. TC 2019-4 and this Agreement, including, without limitation, all of the Town's planning, engineering, surveying, and legal costs, copy costs, recording costs, and other expenses whatsoever. Developer shall pay all such fees and costs as they come due.

21. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Developer, Owner, and the Town. Developer and Owner agree that all terms and conditions of this Agreement, including, specifically, the payment of all fees, and the completion and satisfaction of all terms and conditions of Ordinance Nos. TC 2019-4 and Resolution PZ 2022-05, are agreed to and constitute the voluntary actions of the Developer and Owner.

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

A. Refusing to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;

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

C. A demand that the security given for the completion of the Public Improvements be paid or honored;

D. The refusal to consider further development plans within the Property; and/or

E. Any other remedy available at law.

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

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

24. Indemnification. Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the development of the Property and all other approvals pursuant to Ordinance No. TC 2019-4 and Resolution PZ 2022-05. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. The parties hereto agree to cooperate in full to minimize expenses incurred as a result of the indemnification herein described.

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

26. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

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

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

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of

such suit or action shall be in the state courts located in Garfield County, Colorado, and all parties consent and agree to the jurisdiction and venue of such courts.

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

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

32. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

33. Owner Bound. Owner agrees that it is and will be bound by the terms of this Agreement and that the Town may enforce the terms hereof against Owner in the event Developer does not perform hereunder. Owner and Developer are jointly and severally liable under this Agreement.

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

Notice to Town:	Town of New Castle P. O. Box 90 New Castle, CO 81647 Phone (970) 984-2311; Fax (970) 984-2312
With a copy to:	David H. McConaughy, Esq. Garfield & Hecht, P.C. 910 Grand Avenue, Suite 201 Glenwood Springs, CO 81601 Phone (970) 947-1936; Fax (970) 947-1937 E-mail: dmcconaughy@garfieldhecht.com
Notice to Developer:	James P. Colombo Colombo International, Inc. 300 Horseshoe Drive Basalt, CO 81621 Phone: (970) 918-9222

E-mail: Colombo@sopris.net

Notice to Owner:

James P. Colombo
Malo Development Company–Lakota, LLC
300 Horseshoe Drive
Basalt, CO 81621
Phone: (970) 918-9222
E-mail: colombo@sopris.net

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

TOWN OF NEW CASTLE, COLORADO

ATTEST:

____
Art Riddile, Mayor

____
Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of __________________, 2024, by Art Riddile, as Mayor, and by Mindy Andis, as Clerk, for the Town of New Castle, Colorado, a Colorado home rule municipality.

WITNESS my hand and official seal.
My Commission expires:

____
Notary Public

COLOMBO INTERNATIONAL, INC.

____
James P. Colombo
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF ___________)

Acknowledged, subscribed, and sworn to before me this ____ day of ________________, 2024, by James P. Colombo, ______________________ (title) of Colombo International, Inc., a Colorado corporation.

WITNESS my hand and official seal.
My Commission expires:

____
Notary Public

MALO DEVELOPMENT COMPANY—LAKOTA, LLC.

____
James P. Colombo
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF ___________)

Acknowledged, subscribed, and sworn to before me this ____ day of ________________, 2024, by James P. Colombo, ______________________ (title) of Malo Development Company—Lakota, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My Commission expires:

____
Notary Public

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT ("**Agreement**") is made and entered into this 19th day of November, 2024 ("**Effective Date**"), by and between the TOWN OF NEW CASTLE, COLORADO, a Colorado home rule municipality, and the TOWN COUNCIL, TOWN OF NEW CASTLE, COLORADO (collectively, the "**Town**") and CVR INVESTORS, INC., a Colorado corporation ("**CVRI**") (CVRI, and together with the Town, the "**Parties**").

WHEREAS, the Castle Valley Ranch PUD is located within the jurisdictional boundaries of the Town and comprises the real property legally defined and Development Agreement ("**CVR**"); and

WHEREAS, CVRI is the owner of certain vacant real property within CVR including, but not limited to, the property commonly known as CVR Planning Areas 15 and 17 as more fully described in the PUD Application ("**Filing 11**") and CVR Planning Area 19 ("**Filing 12**"); and

WHEREAS, in 2020, CVRI submitted a land use application to the Town seeking PUD development plan and preliminary/final subdivision plat approval for Filing 11 (the "**PUD Application**"); and

WHEREAS, on June 7, 2022, the Town adopted Resolution TC 2022-13 denying the PUD Application (the "**Denial Resolution**"); and

WHEREAS, in response to the Denial Resolution, CVRI filed a lawsuit against the Town in Garfield County District Court styled as *CVR Investors, Inc. v. Town of New Castle*, Case No. 2022CV30089 (the "**Lawsuit**"), a portion of which has been appealed to the Colorado Court of Appeals under Case No. 2023CA2206 (the "**Appeal**"); and

WHEREAS, the Parties entered into that certain Settlement Agreement dated May 29, 2024 (the "**Settlement Agreement**")[1] to settle, compromise, and resolve the Lawsuit, the Lawsuit Claims, and the Appeal; and

WHEREAS, since entering into the Settlement Agreement, CVRI has submitted the Amended Application contemplated in Section 3 of the Settlement Agreement, and the Town scheduled a hearing to consider the same; and

WHEREAS, CVRI is currently under contract to sell land holdings, including Filing 11 and Filing 12; and

WHEREAS, the Parties now desire to amend the Settlement Agreement as set forth herein.

[1] All capitalized terms used in this Amendment not otherwise defined herein shall have the meaning assigned to them in the Settlement Agreement.

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

1. Recitals. The foregoing recitals are incorporated by this reference.

2. Withdrawal of Amended Application. The Amended Application has been withdrawn by CVRI prior to any decision being made by the Town. The Parties agree that no further action needs to be taken by the Town regarding the Amended Application or any prior version of the Filing 11 PUD Application. CVRI or its successor may, in its discretion, submit a new PUD application for Filing 11, which application shall be processed in accordance with the Settlement Agreement.

3. Dismissal. On November ___, 2024, CVRI dismissed the Appeal and Lawsuit with prejudice, and the mutual release set forth in Section 11 of the Settlement Agreement is effective through said date.

4. Effect on Settlement Agreement. Except as amended hereby, the Settlement Agreement shall remain unchanged and in full force and effect. It is expressly acknowledged and agreed that the Settlement Agreement shall apply to future Filing 11 and Filing 12 land use applications submitted by CVRI or its successor.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of the last signature set forth below:

TOWN OF NEW CASTLE, COLORADO, AND
NEW CASTLE TOWN COUNCIL

By: ____________________________
Art Riddile, Mayor

Attest:__________________________
Mindy Andis, Town Clerk

CVR Investors, Inc.

By: ____________________________
Name:
Title:

New Castle Town Council Regular Meeting
Tuesday, November 5, 2024, 7:00 PM

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

Pledge of Allegiance

Roll Call

Councilor Carey
Councilor Mariscal
Councilor Hazelton
Councilor Copeland
Mayor A. Riddile
Councilor Leland
Councilor G Riddile

Absent None

Also present at the meeting were Assistant Town Attorney Haley Carmer, Town Clerk Mindy Andis, Administrator Dave Reynolds, Town Treasurer Viktoriya Ehlers, Administrative Assistant Rochelle Firth and members of the public.

Meeting Notice
Clerk Andis verified that her office gave notice of the meeting in accordance with resolution TC 2024-1.

Conflicts of Interest
There were no conflicts on interest.

Agenda Changes
Administrator Reynolds asked for item B. Presentation from CREVEDP to be removed as well as the three staff evaluations due to the weather conditions.

Citizen Comments on Items not on the Agenda
New Castle Resident Stephen Vasilakis stated he had voiced concerns about vehicles using 3rd Street as a turnaround.

Consultant Reports
Consultant Attorney –present for agenda items
Consultant Engineer – not present

PUBLIC HEARING – Opened at 7:05pm

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

MOTION: Councilor Leland made a motion to Recess the Town Council Meeting, Convene as the Local Liquor Licensing Authority Councilor Carey seconded the motion and it passed unanimously.

Consider Resolution TC 2024-22 – A Resolution of the Town Council of the Town of New Castle Approving an Application from Pig & Duck, LLC for a Hotel & Restaurant License

Town Clerk Andis said Pig & Duck has applied for a Hotel and Restaurant Liquor License for the location of 316 West Main Street. They were issued a temporary license on August 27, 2024, as a transfer liquor license from Eat Bistro and Drinks. The applicant submitted all the required documentation for the application October 3, 2024. The background checks have come back on all the owners and there was nothing in the background to be a concern or that would not allow for approval of the liquor license. The applicant has been very easy to work with and cooperative in providing extra documents as requested. The staff and owners have been Tips trained, and Clerk Andis has received the certificates. At this time staff recommends approval of the liquor license for Pig & Duck, LLC.

Robert McConnell owner gave a brief background on himself and explained the focus of Pig & Duck which Artisan Ramen and Japanese Steakhouse inspired entries. The cuisine has an influence from Japan and Southeast Asia.

Councilor Hazelton said at one time Eat Bistro extended their liquor license to have seating on the sidewalk. Mr. McConnel said at this time he will not being doing that at this time.

Mr. McConnell said he is preparing a Bistro style menu with more price sensitive items as well as a quicker meal.

New Castle Resident Stephen Vasilakis stated he has concerns about the storage of cooking oil barrels. He suggested getting a bear proof trash can and better container for the oil. Mr. McConnell said that we would speak with the grease removal company to see if there is something different or a better solution for disposing of the grease.

The council welcomed Mr. McConnell and wished him well.

Public hearing was closed 7:12pm.

MOTION: Mayor A. Riddile made a motion to approve Resolution TC 2024-22 – A Resolution of the Town Council of the Town of New Castle Approving an Application from Pig & Duck, LLC for a Hotel & Restaurant License Councilor Mariscal seconded the motion and it passed unanimously.

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

MOTION: Councilor Leland made a motion to Adjourn the Local Liquor Licensing Authority, Reconvene the Town Council Meeting Councilor Mariscal seconded the motion and it passed unanimously.

~~**Presentation – Colorado River Valley Economic Development Partnership (CRVEDP) Alicia Gresley**~~ removed

Consider Use of Collected Plastic Bag Fees

Administrator Reynolds said plastic bag fees that were remitted by local businesses to the town beginning in January of 2023. Following guidelines spelled out in House Bill 21-1162,

businesses are required to charge customers a fee of 10 cents per bag at the point of sale and remit 60% of funds collected to the local municipality. That 60% of the fee revenue can be used by the municipality or county to pay for administrative and enforcement costs and any recycling, composting, or other waste diversion programs or related outreach or education activities.
Administrator Reynolds gave examples of projects which the funds could be used for.
After brief conversation Commissioner Leland asked Administrator Reynolds to attend the next Climate and Environment Commission meeting to discuss projects.

Recess the Town Council Meeting, Convene as the Water and Sewer Enterprise
MOTION: Councilor Hazelton made a motion to Recess the Town Council Meeting, Convene as the Water and Sewer Enterprise Councilor Mariscal seconded the motion and it passed unanimously.

Consider Resolution 2024-E-1, An Resolution of the New Castle Water & Sewer Enterprise Temporarily Increasing Water and Sewer Charges

Administrator Reynolds explained water and sewer service rates during the past five years the enterprise board determined that a 3% annual rate increase was sufficient to keep pace with rising costs and expenses. For 2025 town staff is recommending a 5% rate increase to help offset steadily rising operational costs and to better position the enterprise fund balance for upcoming capital projects.
Administrator Reynolds explained raw water rates during the past five years raw water rates have increased at a rate of 3% per year. Town staff recently conducted a survey of the costs of operating the raw water irrigation system and have determined that there is a large gap between revenues generated by the sale of raw water and the actual costs to maintain and operate the system. Staff recommended adjusting the raw water irrigation water rates from the current rate of $6.64 per month to a new rate of $12.64 per month.
Administrator Reynolds said staff anticipates making similar recommendations for the next several years.
Councilor G. Riddile asked when staff looked at the rate increase for raw water irrigation did staff take into account the amount of raw water irrigation the town uses since the town and the school is the largest user of the raw water. Administrator Reynolds said he would need to look back at the spreadsheet.

MOTION: Mayor A. Riddile made a motion to Approve Resolution of the New Castle Water & Sewer Enterprise Temporarily Increasing Water and Sewer Charges Councilor Carey seconded the motion and it passed unanimously.

Consider Adjustment of Bulk Water Sales Fees
Administrator Reynolds explained in 2019, the town received an FMLD grant, which, along with primarily self-performed construction, enabled the completion and opening of a new Bulk Water Sales Facility in early 2021. The facility is recognized for its reliable service

and high-quality potable water, serving users without access to a domestic water supply. The current bulk water rate is $13.80 per 1,000 gallons. While this rate positions New Castle competitively—not the lowest nor highest in the region it reflects excellent value given the quality of both the water and service provided. After reviewing the program, town staff recommends adjusting the bulk water rate to $15.20 per 1,000 gallons starting in January 2025 to ensure the continued success and sustainability of the service.

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

MOTION: Councilor Hazelton made a motion to Adjourn the Water and Sewer Enterprise, Reconvene the Town Council Meeting Mayor A. Riddile seconded the motion and it passed unanimously.

Consider Approval of Agreement to Terminate Easement in Longview, Lakota Canyon Ranch

Assistant Town Attorney Haley Carmer explained that when Lakota Canyon Ranch first got approved and all the infrastructure agreements were being put into place. There were two blanket easement agreements put into place over all of Lakota Canyon Ranch. The easement would allow the developer to install all the utility and drainage infrastructures. The easement was assigned to the town in order for the town to maintain and use the public utilities and drainage infrastructures as needed. With the platting of Longview, the developers attorney was looking to clean up the title and the blanket easement is no longer necessary. The developer would like to terminate the blanket easements with respect to the plated lots that are in Longview Phase 1. The reason for terminating the blanket easement is because on individual plat will establish the easements needed for utilities and drainage.

MOTION: Councilor Hazelton made a motion of Approval of Agreement to Terminate Easement in Longview, Lakota Canyon Ranch Councilor Copeland seconded the motion and it passed unanimously.

Budget Update

Treasurer Viktoriya Ehlers reviewed the budget changes with the council.

<u>General Overview</u>

1. General Fund went from $3,606 to $14,606
2. Utility Fund went from surplus of $113,521 to $114,698
3. CTF Fund went from $186,659 to $166,659

Notes & other considerations:

<u>Capital/Other Items</u>

A. Discretionary expenditures included in the current version of the 2025 budget are:

<u>General Fund</u> –

Donations to Special Interest Groups & Committees

- Rides & Reggae Event 10-5040-294 $0.00 – decrease from $10,000
- New Castle Trails 10-5075-704 $0.00 – decrease from $30,000

and expense for Trails Maintenance of $20,000 was moved from GF to CTF.

B. Conservation Trust Fund

- Added $20,000 donation for KSE playground – joint grant for FMLD.

C. Grants

- Got awarded FMLD Grant for $25,000 to offset the purchase of Kay Williams Playground in the amount of $54,862 (10-5075-701 Capital Park Improvements).

Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) regarding pending CVR Investors, Inc. litigation.

Motion: Councilor Hazelton made a Motion at 8:07p.m. to go into Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) regarding litigation filed by Castle Valley Ranch Investors, Inc. litigation. Councilor G. Riddile seconded the motion and it passed unanimously.

Executive session concluded.
At the end of the executive session, Mayor Art Riddile made the following statement:

"The time is now 8:24p.m. and the executive session has been concluded. The participants in the executive sessions were: Mayor A. Riddile, Councilor Mariscal, Councilor Carey, Councilor Hazelton; Councilors Copeland, Councilor G Riddile, Councilor Leland, Town Administrator Reynolds, Town Clerk Andis and Assistant Town Attorney Haley. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record."

No concerns were stated.

~~**Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) for an evaluation of the Town Administrator, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.**~~

~~**Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) for an evaluation of the Town Treasurer, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person**~~

~~**to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.**~~

~~**Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) for an evaluation of the Town Clerk, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.**~~

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

October 15, 2024 minutes
October Bills $996,443.42
Liquor License Renewal – Feather Petroleum dba: Stop-N-Save
Liquor License Renewal - Tapatios

MOTION: Mayor A. Riddile made a motion to approve the Consent Agenda. Councilor Mariscal seconded the motion and it passed unanimously.

Staff Reports
Town Administrator – Administrator Reynolds said staff has started working with the DOLA local rep for a grant for the wastewater treatment plant offices. The town did receive an FMLD grant for a portion of the cost and money from the ARPA funds, there still is not enough money for the project. The DOLA rep believes the town would have a strong scoring for the grant application. Administrator Reynolds said he has had a local realtor complain about not being allowed to have open house signs in the public right of ways because it is part of the sign code that doesn't allow signs in public right of ways. The council agrees not to allow signs in the right of ways and to follow the code. Administrator Reynolds said Public Works Director John Wenzel, Utility Manager Daniel Becker and himself met with Town Water Engineer Tom Zancanella and Town Water Attorney Mike Swayer. There are three issues with the state laws changing in regard to water. The first one is the state is getting stricter with how the town monitors the water we pull from the creek and from the river. How the water goes back into the system through the wastewater treatment plant or other diversions. In the next few years, the state will be wanting data regarding the intake and the output of the water. The town is not overusing water rights. As the state gets stricter meters will need to be installed at each location and staff will need to run reports. The second is how the town uses the river water so those rights are protected for the town. The third is the staff working with SGM on a water audit.
Town Clerk – Clerk Andis stated there was nothing new to report.

Town Treasurer – not present
Town Planner – not present
Public Works Director – not present

Commission Reports

Planning & Zoning Commission – have not met
Historic Preservation Commission – Councilor Hazelton was not able to attend the meeting
Climate and Environment Commission – Councilor Leland said the commission set New Castle's Earth Day for April 26, 2025 and going to expand the event into Burning Mountain Park.
Senior Program –Councilor Copeland said nothing new to report
RFTA – have not met
AGNC – Councilor Hazelton said DOLA was at the meeting and did a presentation.
GCE - have not met
EAB - have not met
Detox – Councilor Mariscal said the update was given during their presentation.

Council Comments

Councilor Copeland said she had noticed the Park and Ride had been mowed and wanted to thank whoever did it.
Councilor Carey said the mayor, Administrator Reynolds and herself met with Re2 School District to discuss SRO's. At this time there will be continued conversions between the town and the school district.
Mayor A. Riddile said Nutrient Farms will be at a public hearing with Garfield County P&Z on Wednesday, November 13, 2024, regarding residential single-family homes with restaurants and a water park. Elk Creek Elementary will have their annual field trip to the water and wastewater treatment plants on Thursday, November 14, 2024.

Items for Future Council Agenda

Administrator Reynolds reviewed the council the agenda items for the next council meeting.

Adjourn

MOTION: Mayor A. Riddile made a motion to adjourn. Councilor Carey
The meeting adjourned at 8:47p.m.

Respectfully submitted,

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Mayor Art Riddile

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Town Clerk Mindy Andis, CMC