

Posted: _____

Remove: _____



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

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

Agenda

New Castle Town Council Regular Meeting

Tuesday, October 15, 2019, 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. Presentation Regarding Potential Strip Mining In Glenwood Springs (7:05 p.m.)**
- B. Presentation to Discuss 2020 Pricing for Trash & Recycling Services (7:25 p.m.)**
- C. Consider Approval of a Recreational Trail License and Management Agreement with CTS Investments, LLC (7:45 p.m.)**
- D. Consider Distribution of Excess Health & Welfare Funds (8:00 p.m.)**

Consent Agenda (8:15 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.

[August 6, 2019 minutes](#)

[August 8, 2019, minutes](#)

Staff Reports (8:20 p.m.)

Town Administrator

Town Clerk

Town Planner

Public Works Director

Commission Reports (8:30 p.m.)

Planning & Zoning Commission

Historic Preservation Commission

Climate Action Advisory Committee

Senior Program

RFTA

AGNC

GCE

EAB

Council Comments (8:40 p.m.)

Adjourn (9:00 p.m.)

Item Attachment Documents:

- A. Presentation Regarding Potential Strip Mining In Glenwood Springs (7:05 p.m.)**



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Memorandum

To: Mayor Riddile & Town Council

From: Dave Reynolds

Subject: Agenda Item – Glenwood Springs Strip Mining Presentation

Date: Oct. 15, 2019

Purpose:

The purpose of this agenda item is to allow representatives from Glenwood Springs to present information regarding the possible expansion of an existing mining operation just to the north of Glenwood Springs.

Item Attachment Documents:

B. Presentation to Discuss 2020 Pricing for Trash & Recycling Services (8:00 p.m.)



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Memorandum

To: Mayor Riddile & Town Council
From: Dave Reynolds
Subject: Agenda Item – Mountain Waste and Recycle
Date: Oct. 15, 2019

Purpose:

The purpose of this agenda item is to consider a presentation from Mountain Waste & Recycle regarding possible adjustments to the base rates of trash and recycling services.

Section 4.7 of the Town's current agreement with Mountain Waste & Recycle allows for the following:

"At reasonable times during the term of this Agreement Mountain Waste may petition the Town for adjustments in the base rates set forth herein based upon documented changes in the cost of doing business, such as revised laws or regulations, changes in disposal locations, or changes in disposal fees. Any such increase must be approved by Town Council at a public meeting."

In addition to Section 4.7, the current Agreement with Mountain Waste also provides for annual adjustments to the base rates of not less than 2.5% nor more than 5% based on increases in the Consumer Price Index Denver Metro (Section 4.4).

It is important to note that at this time that Mountain Waste is wishing to present information which would make a case for raising rates above the 5% cap which is called out in Section 4.4 of the Agreement. Mountain Waste wishes to seek rate adjustments as may be approved by Council according to Section 4.7.

This is an informative agenda item with no expectation of a final finding during this meeting.

Item Attachment Documents:

C. Consider Approval of a Recreational Trail License and Management Agreement with CTS Investments, LLC (7:25 p.m.)



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Memorandum

To: Mayor Riddile & Town Council
From: Dave Reynolds
Subject: Agenda Item – CTS Investments Trail Agreement
Date: Oct. 15, 2019

Purpose:

The purpose of this agenda item is to review a possible Trail Agreement between the Town of New Castle and CTS Investments.

In certain areas of Town (mainly the Castle Valley area) a network of trails are currently being used by area hikers and bikers, these trails often cross over both public and private lands. The Town has been approached by CTS Investments which owns several acres of land in the area of VIX Park and has been asked to consider an agreement which would help to formalize the use of these trails across private property.

Staff has been working with CTS Investments to discover what such an agreement might include and also to draft an initial agreement for presentation and consideration by Council. Staff is also working to establish an estimated cost for the implementation of such an agreement.

**RECREATIONAL TRAIL LICENSE
AND MANAGEMENT AGREEMENT**

This Agreement is made and entered into this ___ day of _____, 2019, 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 **CTS Investments, LLC**, whose address is 343 Dakota Blvd., Boulder, Colorado 80304 (“Landowner”).

Recitals:

Landowner is the owner of certain real property in the Town of New Castle, Colorado and the County of Garfield, depicted on the attached Exhibit A and further described by the Garfield County Assessor by Parcel No. 2123-2930-0194 (containing 61.216 acres more or less) and Parcel No. 2123-3040-0002 (containing 10.77 acres, more or less) (the “Landowner Properties”); and

The Town desires to support the trails in and around New Castle, which cross both public and private lands, including those certain portions of the Landowner Properties depicted on Exhibit A hereto as Approved Temporary Trails; and

As of the date hereof, various trails cross the Landowner Properties, including informal trails that have been established through prior use, and the Town wishes to support and maintain certain of those trails identified on Exhibit A as Approved Temporary Trails while closing all other trails; and

WHEREAS, Landowner acknowledges the value to the community of recreational trails, and in furtherance of community values, supports the temporary establishment and maintenance of the certain recreational trails identified on Exhibit A as Approved Temporary Trails and desires to cooperate with the Town in allowing recreational trail use, subject to Landowner’s future development of the Landowner Properties, and subject to the management, public education, maintenance, trail closure, rule enforcement, and insurance obligations of the Town as described herein; and

WHEREAS, C.R.S. § 33-41-101, *et seq.* provides certain liability protections for landowners who grant licenses to public entities or otherwise permit or authorize public use for trail and recreational purposes, and the parties hereto desire to take advantage of such protections and to provide for permissive use of Approved Temporary Trails through the Landowner Properties 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 revocable license – Approved Temporary Trails. Landowner hereby grants to the Town a revocable license (Trail Use License) over and across their respective

Landowner Properties in the locations shown on Exhibit A hereto as Approved Temporary Trails and with the width described herein, but excluding all other areas of Landowner Properties, for the purpose of use of Approved Temporary Trails for recreational purposes as defined in C.R.S. §§ 33-41-102 and 103 by “invited guests” of the Town as that term is defined in C.R.S. § 33-41-103(2)(e)(I). The width of the licensed area of each Approved Temporary Trail shall extend 7.5 feet on each side of the centerline of each trail. This Trail Use License does not authorize any use by the public or any person of any part of Landowner Properties not included in the area of an Approved Temporary Trail.

3. Grant of revocable license – trail management. Landowner also hereby grants to the Town a revocable license (Trail Management License) over and across Landowner Properties for Town officials, employees or contractors to manage, improve, maintain, repair, survey and close trails and to place signage and enforce rules and other provisions of this Agreement.

4. No easement or other interest in the land, other than the revocable licenses created hereby, shall be created or extended by this Agreement or by the activities conducted pursuant to this Agreement.

5. Trail Management. The Town shall be responsible for Trail Management in accordance with this Agreement. “Trail Management” means and includes opening and closing trails, posting and removing trail signage, management and enforcement of use of trails by the public, trail maintenance, repair, and/or replacement, administration of the Town’s obligations under this Agreement, and all other purposes contemplated by C.R.S. § 33-41-103, subject to Landowner’s rights. The Town shall bear all costs associated with Trail Management except as otherwise specifically provided herein.

5.1 The Town shall not delegate Trail Management responsibilities to any other entity, individual, or group except only with Landowner’s prior written permission.

5.2 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).

5.3 The Town shall not name nor authorize or purport to authorize any other person, group or entity to name trails or post trail name signs anywhere on the Landowner Properties.

5.4 **Enforcement of trail closures.** The Town shall post signs reading “Private Property – Trail Closed -- Stay on Approved Trails” at trailheads and trail intersections of all trails on Landowner Properties that are not Approved Temporary Trails. The Parties agree that the Town has a responsibility to inform the public about proper trail usage in accordance with this Agreement. Accordingly, the Town shall use reasonable efforts to advise members of the general public to stay off Closed Trails and to stay on Approved Trails and to inform the Landowner of misuse.

6. No representation, warranties or responsibility of Landowner. The Landowner is not responsible for any condition, use, maintenance or non-maintenance of any trail on Landowner Properties nor any other activity on the Landowner Properties by any person, including, but not

limited to, those deemed “invited guests” by the Town. The Landowner makes no representations or warranties regarding the suitability of the land or any trail for any purpose whatsoever.

7. 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.

8. Trail alignment. This License authorizes use only of the trails designated in Exhibit A as Approved Temporary Trails. The Town shall have the right, but no obligation, to survey the precise alignment of any Approved Temporary Trail and to request that the Landlord approve a supplement to this Agreement to more precisely define an Approved Temporary Trail, as follows:

8.1 The Town shall provide 30 days notice to the Landowner of the intent to perform such survey, including a general description of the area to be surveyed and the anticipated dates of the survey; and

8.2 The Town shall provide a copy of the survey to the Landowner within 10 days of completion thereof; and

8.3 The Landowner shall have 60 days to review the survey and either approve, deny, or approve with conditions the survey of the trail(s); and

8.4 If approved with conditions, the Town shall resubmit the survey to meet the conditions and the Landowner shall have 15 days to review the amended survey; and

8.5 If approved, the parties shall supplement Exhibit A with an appropriate amendment to reflect the new survey; and

8.6 The request shall be deemed denied if the respective Landowner fails to respond within said 60 day period.

Nothing in this section authorizes the Town to create or open any trail other than an Approved Temporary Trail shown on **Exhibit A**.

9. Trail closure by Landowner. The Landowner may require temporary or permanent closure of any Approved Temporary Trail at any time and for any reason by delivering a closure request in writing to the Town. Within 30 days of such request the Town shall close the trail and post notice and signage in accordance with Section 3.4 above.

10. Minimum signage and trail map requirements – Approved Temporary Trails. At the trailheads of each and every Approved Temporary Trail, a trail map shall be posted. Additionally, the Town shall post signage at each trail head generally in the form shown on **Exhibit B**. If an Approved Temporary Trail intersects a closed trail, the sign shall also indicate that the trail is closed, in accordance with Section 3.4 above. Amendments to the form of trail maps and trail signage may be made with written permission of the Landowner and the Town Administrator without the need for formal amendment of this Agreement or approval by the Town Council.

11. Public education. The Town shall use reasonable efforts to inform the public of the rules of proper trail use as set forth in this Agreement, that trail use is a privilege and not a right, that the privilege can be revoked if the rules are not respected, and that use of the private land is limited to only Approved Trails. The Town may use such means as it deems appropriate and cost-effective in its discretion, which may include means such as publishing such information in the Town's newsletter and/or on the Town's website from time to time.

12. 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 licenses easements granted hereby. Nothing herein shall be deemed a waiver of the Town's governmental immunity, nor shall this agreement create any liability of the Town in the event that trail users or other persons commit trespass upon the Landowner Properties by failing to remain with the Approved Temporary Trails.

13. Waiver of claims. The Town waives any and all claims against the Landowner arising from the use of the Landowner Properties. The Town shall include the Landowner Properties in its liability-insured real property inventory and shall name the Landowner as an additional insured.

14. Revocation. The licenses/permissions granted hereby may be revoked, in whole or in part, by the Landowner at any time and for any reason or no reason upon 30 days notice to the Town. Once the Landowner has delivered written notice to the Town of revocation of this Agreement in whole or in part, or as to any specific Approved Temporary Trail, the Town shall take all action(s) reasonably necessary to notify the public of the closure of the trail(s) that are the subject of the revocation notice, including but not limited to posting the closure of the trail at the trailhead and at all intersection points with other trails. The Town shall, in executing its maintenance responsibilities hereunder, cooperate with any license revocation or closure of any trail section by Landlord, but shall have no obligation to revegetate or reclaim any such areas. During any revocation period, the Town shall continue to abide by the terms of this Agreement with respect to all Landowner Properties. Upon revocation of the license and permission for any specific trail, the Town shall have no further responsibility, for maintenance or otherwise, for that specific trail except as provided in this paragraph.

15. Park, corridor and transportation planning. The Town shall not include or cause or allow to be referenced or included any of the Landowner Properties or recreational trails thereon in any park plan, corridor plan, transportation plan, area plan or any other Town planning document, except as shown or described in the Second Amended Castle Valley Ranch annexation Agreement and Site Specific Development Plan Agreement recorded at Reception No. 602245 in the records of Garfield County, Colorado.

16. Development rights and plans of Landowner. The Parties acknowledge that Landowner has certain approved PUD plans and vested rights related to the Landowner Properties. Nothing in this Agreement shall alter, modify, amend or affect in any way any of the Landowner's development rights, vested rights, terms of annexation agreement(s) and/or approved PUD plan(s), or to create any additional requirements, obligations or commitments



* = Full Size E HAD
 O = Full Cont
 V = Small Size



Private Property

All Trails are over Private Property – Use at your own Risk

Stay on designated trails only

Trail Hours: Dawn to Dusk



CLEAN UP AFTER YOUR PETS

VectorStock

VectorStock.com/832384



**NO
CAMPING**

**NO
FIRES**



Notice: Landowner makes no representation or guarantee as to the condition of the property or trails and accepts no liability to any person entering the property.



Item Attachment Documents:

August 6, 2019 minutes

1
2 **New Castle Town Council Regular Meeting**
3 **Tuesday, August 6, 2019, 7:00 PM**
4

5 **Call to Order**

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

8 **Pledge of Allegiance**
9

10 After the Pledge of Allegiance, Mayor A Riddile asked for a moment of silence in honor of
11 Toby Guccini who had passed away earlier in the day.
12

13 **Roll Call**

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

21
22 Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody
23 Harrison,
24

25 **Meeting Notice**

26 Town Clerk Melody Harrison verified that her office gave notice of the meeting in
27 accordance with Resolution TC 2019-1.
28

29 **Conflicts of Interest**

30 There were no conflicts of interest.
31

32 **Agenda Changes**

33 There were no agenda changes.
34

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

36 Eileen Leland, 402 Jaime Lane, New Castle. Ms. Leland told the council that her husband,
37 Councilor Bruce Leland, had come home from the hospital and expected to be at the next
38 council meeting. She thanked the council for the plant they sent as it had lifted their
39 spirits.
40

41 **Consultant Reports**

42 Consultant Attorney – Town Attorney David McConaughy told the council that Garfield &
43 Hecht had hired a new associate who would soon be shadowing Attorney McConaughy.
44 Consultant Engineer – not present.
45
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Items for Consideration

2018 Audit Presentation - John Cutler & Associates

Mr. John Cutler greeted the council. He said that his firm was very pleased with how the audit had gone, particularly considering the staff turnover at the town. The audit had gone flawlessly. He noted that the town budget actually looked quite good. Mr. Cutler and the council briefly discussed the results of the audit.

Consider Motion to Accept the 2018 Audit as Presentation

MOTION: Councilor G Riddile made a motion to accept the 2018 Audit as presented. Councilor Copeland seconded the motion and it passed unanimously.

Update: New Castle Trails

Mike Pritchard, Executive Director of Roaring Fork Mountain Bike Association greeted the council. He provided the council a power point presentation that gave a short history of the International Mountain Bike Association (IMBA), Roaring Fork Mountain Bike Association (RFMBA) and New Castle Trails (NCT). He also spoke about the various sustainable trails projects in the New Castle area as well as the numerous government and volunteer agencies they worked with to build and maintain trails across western Colorado. Mr. Pritchard told the council that IMBA/RFMBA was funded through generous business partners, memberships and grant funds.

Mr. Pritchard briefed the council regarding the BLM trail project that brought the town and RFMBA together several years earlier that resulted in the legalization of the social trails system north of town in a recreation management area of the BLM. He also listed trails in town that had been upgraded or created as a result of the New Castle Trails groups being formed.

Last, Mr. Pritchard told the council that the Rides & Reggae Summer Conference Fundraiser would take place on Saturday and was expected to draw a large crowd. Monies raised from that event will expand the trails system to the east and they had been talking with the BLM about it.

Mr. Pritchard thanked the council for all their past and future support. He said that he felt there was a very strong sense of community in New Castle.

Mr. Pritchard Thanked the council for their time.

Clerk Harrison told the council that regarding the Rides & Reggae event, NTC had submitted an alcohol service plan as the council had requested. They had also had all their volunteers Safe-Serv certified. Additionally, they would be using third-party service through Colorado Animal Rescue (CARE) whose employees were also Safe-Serv certified. Clerk Harrison said they had submitted updated the mapping for the event that provided some enhanced controls for the alcohol service. She said that staff was comfortable with the guidelines NTC had put in place for the Rides & Reggae event.

The council thanked Mr. Pritchard for his presentation.

Consider Second Amendment to the Mountain Waste and Recycling, Inc.

Administrator Reynolds told the council that the service contract between the town and Mountain Waste & Recycling expired in August of every year, which made it difficult for

1 the purposes of budgeting. The amendment for consideration extended the contract
2 through the end of the year, and going forward the contract would be on a calendar year
3 cycle. Future contracts would be considered at the beginning of the year rather than mid-
4 year. The amendment also added a 5% increase on trash & recycling rates, effective once
5 the contract was signed. Administrator Reynolds said that the increase was budgeted in
6 the 2019 budget.

7 **MOTION: Councilor G Riddile made a motion to approve a second amendment to**
8 **the Professional Services Agreement with Mountain Waste & Recycling.**
9 **Councilor Hazelton seconded the motion and it passed unanimously.**

10
11
12 **Financial Update - Town Treasurer Loni Burk**

13 Treasurer Loni Burk greeted the council. Referring to the three-page financial report, she
14 said that the report was through June, or halfway through the year. She felt the town was
15 doing well.

16 Treasurer Burk reviewed the various funds with the council.
17
18
19

20 **Consider Ordinance TC 2019-4, Approving a Final PUD Development Plan and**
21 **Final Subdivision Plat for Lot 2B, Phase 7, Lakota Canyon Ranch, also Known as**
22 **Eagle's Ridge (second reading)**

23 Administrator Reynolds told the council that the applicant, Jim Colombo, had
24 accomplished the adjustments the council had required at the last meeting.

25 Planner Smith told the council that Mr. Columbo had removed the duplex units on the
26 south side of the project, bringing the total unit count to thirty (30) units. In addition, the
27 parking had increased for a total of eighty-three (83) spaces which met the code
28 requirements.
29

30 Planner Smith reviewed the staff conditions.
31

32 1. The total density of the project shall be reduced to a maximum of 30 units or 13.52
33 units per usable acre. This increase in the presumptive density from the underlying zone
34 district shall be subject to approval by the Town Council and shall not increase the total
35 number of residential units allowed within the entire Lakota Canyon Ranch PUD, which is
36 capped at 827;
37

38 2. The Applicant requests a variance from design standards to allow for attached
39 sidewalks. Any additional area to be dedicated for right-of-way shall be from the
40 Applicant's property and not the adjacent property owned by others.
41

42 3. In units with flex walls (e.g. middle unit on Sheet A1.32), storage closets shall be
43 omitted from the design if full partitions are used to create an office or den. Otherwise an
44 enclosed room with a closet will be considered a sleeping room requiring an emergency
45 escape window or door to the public way (2015 IBC 1030.1).
46

47 4. A safety fence or railing shall be installed along the top of the retaining wall on the east
48 side of the Property that is adjacent to the property owned by Colorado River Fire Rescue.

1 The specific design of the fence shall be subject to review and approval by Town Staff and
2 the Fire Marshall.

3
4 5. The property shall be annexed into the Lakota Canyon Ranch Homeowners' Association.
5 A supplemental declaration shall be prepared and submitted for review by the Town prior
6 to recording. The Applicant shall also create a sub-association with a separate declaration.
7 The sub-association shall own and maintain the private roads, utilities, open space and
8 common elements and shall maintain the sidewalks adjacent to the public right of way on
9 the side of the Property. The sub-association declaration shall also provide that utility
10 charges for all units within Buildings 1 and 2 shall be billed to the sub-association, which
11 shall be responsible to collect from the unit owners. The declarations shall also address
12 the unit owners' rights regarding HOA amenities and how assessments will be calculated.
13 The supplemental declaration and sub-association declaration shall be recorded prior to
14 recording of the Final Block Plat and shall be referenced in plat notes. The sub-association
15 documents shall identify how parking spaces are allocated among the units.

16
17 6. The Lakota Canyon Ranch Design Review Committee will approve all plans and designs
18 for the Property as required by the Lakota Canyon Ranch governing documents and the
19 Town Code prior to the issuance of building permits.

20
21 7. A construction phasing plan be submitted prior to permit which identifies, at minimum,
22 each of the following components:

- 23
- 24 • Buildout phases identified/Sequencing of occupancy
- 25 • Traffic flow for construction equipment as each phase is completed
- 26 • Traffic flow for pedestrians and private vehicles during each phase
- 27 • Safety measures or procedures isolating construction from occupied units
- 28 • Safety measures or procedures for tenants of finished units
- 29 • Schedule submitted by Developer that identifies the sequencing of construction,
30 sequencing of occupancy, traffic flow, and traffic control plans during construction;
- 31 • Storage and staging areas for construction equipment and materials. Buildout
32 phases identified/Sequencing of occupancy
- 33

34 8. Pursuant to condition 7, due to the nature and proposed density of this application, and
35 without benefit of an approved construction schedule, staff recommends that no
36 Certificates of Occupancy's or Temporary Certificates of Occupancy's shall be considered
37 for any building within this PUD until such time that a plan can be established which
38 considers the health and safety considerations of the residents.

39
40 9. Except for Buildings 1 and 2, each unit shall be served by individual water and sewer
41 service lines and a separate meter meeting the requirements of the Public Works
42 department. Fire sprinkler systems may be served by a shared water supply line for each
43 building.

44
45 10. The trash enclosure shall include siding that matches that used on the buildings to be
46 located on the Property and that complies with the Lakota Canyon Ranch design
47 guidelines. The trash enclosure shall not be located within any setback on Property.
48

1 11. All disturbed land shall be predominantly weed free during and after development and
2 re-seeded according to the seed mix used by the Town of New Castle Park's Department.
3

4 12. All lighting shall be downcast and dark-sky compliant.
5

6 13. No excavation permits shall be issued separately from issuance of a building permit.
7

8 14. The representations of the Applicant in written and verbal presentations submitted to
9 the Town or made at public hearings before the Planning Commission or Town Council
10 shall be considered part of the application and binding on the Applicant.
11

12 15. The Applicant shall comply with all applicable building, residential, electrical, and
13 municipal code requirements when developing the Property according to the PUD plan as
14 may be finally approved.
15

16 16. The Applicant shall reimburse the Town for any and all expenses incurred by the Town
17 regarding this approval, including without limitation all costs incurred by the Town's
18 outside consultants such as legal and engineering costs.
19

20 17. Buildings and units may not be sold separately from the entire property unless a
21 subdivision plat depicting the boundaries of the unit to be sold is approved by the Town
22 Council and recorded with the Garfield County Clerk and Recorder.
23

24 18. All further deviations from the development standards not approved in this ordinance
25 as identified by Staff shall be subject to special review and approval by Town Council.
26

27 19. Development of the Property shall be subject to compliance with the
28 recommendations of the Town Engineer as set forth in the letter from SGM to Paul Smith
29 dated June 24, 2019.
30

31 20. A subdivision improvements agreement will be prepared by the Town Attorney for
32 consideration by the Town Council as part of any subdivision application. If the PUD
33 application is approved separately from subdivision, then the Town and the Applicant shall
34 enter into a development agreement to provide security for all required public
35 improvements as generally described in Chapter 16.32 of the Town Code.
36

37 21. The Applicant shall provide the Town with a policy of title insurance for at least
38 \$25,000 to insure any property dedicated to the Town, which shall be free and clear of
39 any liens or encumbrances.
40

41 22. Impact fees, tap fees, and water rights dedication fees will be required as set forth in
42 the 2013 Amendment to Development Agreements for Lakota Canyon Ranch PUD dated
43 March 19, 2013 and recorded as Reception No. 833371.
44

45 Attorney McConaughy reviewed the changed made to the ordinance since second reading.
46 They included:

- 47 • The development included 30 residential units in six separate buildings and were
48 listed in section 3 of the ordinance.

- 1 • All conditions listed in Planner Smith's report were included in either the ordinance
2 or subdivision improvements agreement.
- 3 • Item G in the ordinance refers to Engineer Simonson's June 24, 2019 letter and
4 although some of those issues had been addressed, the item should stay in the
5 ordinance because it referred to a specific document.
- 6 • Items J and K in the ordinance could be deleted because the parking space issue
7 had been rendered moot with the removal the duplex buildings.
- 8 • Condition L had been a height issue which went away with the duplexes.
9

10 Attorney McConaughy said that items E, J and K could be eliminated from the ordinance.
11 He also requested that if there were a motion to approve, the motion should include the
12 authority to have staff approve the exhibits to the subdivision improvements agreement.
13 He said that normally staff would have them and they would include estimates as to cost
14 and the amount of security needed. Because they were not included, he asked that staff
15 be given the authority to approve those final numbers.

16 Attorney McConaughy said that very little had changed in the subdivision improvements
17 agreement. Beginning on page 6, buildings 7, 8 and 9 were deleted, bringing the total
18 number of units to 30, and the total EQRs to 26. He proposed that the .8 EQR for two-
19 bedroom, multi-family units be honored, even though there will not be separate meters
20 for the stacked, multi-level buildings. He said that paragraph 15 allowed for a certain
21 amount of irrigated acreage per EQR and the development was far less than the allowed
22 65,000 sf. On page 9, in order to obtain a certificate of occupancy for tenants to move
23 into the units, the town needed to own the entire public street, most of which was located
24 on the adjacent senior housing parcel. Currently, that street had not been completed or
25 accepted by the town, nor had it been deeded to the town. He said that it would have to
26 be for Eagle's Ridge to receive their certificate of occupancy and he hoped that issues with
27 the senior housing properties would be resolved long before.

28 Mr. Colombo greeted the council. He said that he had removed the duplex units at the
29 south side of the project, increasing the open space between the buildings by 5000 square
30 feet.

31 Indicating images projected to a screen, Mr. Colombo pointed out where there would be a
32 retaining wall along the east side of the property, adjoining the fire department property.
33 He suggested that Keystone block retaining wall was more appropriate than a Redi Rock
34 retaining wall.

35 Attorney McConaughy said that if the council said nothing regarding the materials used for
36 the retaining wall, then they would be approving either option. Ultimately, Engineer
37 Simonson will be signing off on the structural plans. Attorney McConaughy asked Mr.
38 Colombo if he wanted the council to choose. Mr. Colombo said he wanted the option to
39 choose either one.

40 Mr. Colombo reviewed the changes made to the development as a result of removing the
41 duplex buildings on the south side of the development. He said that he had worked with
42 staff and a great project had been created. He further stated that with regard to the
43 density issue, the 12 units per acres limitation in the town code had been based on water
44 issues at the time, but that once the million-gallon water tank had been built in Lakota,
45 the issue no longer existed, but the 12-unit limitation had never been removed from the
46 code.

47 Administrator Reynolds agreed that Mr. Colombo had worked well with staff, and had
48 shown a willingness to abide by direction from P&Z and council. He did not feel there

1 would be any issue with the wall, and he felt the development was better looking and was
2 more livable than the original proposal.

3 Councilor Owens asked if the 12-unit limitation was based on water or livability.

4 Administrator Reynolds said the 12 looked like a national standard to create a density with
5 a certain expectation of livability and open space.

6
7 Mayor A Riddile opened the public hearing at 8:18 p.m.

8
9 Bob Dubois, 217 Blackhawk Drive. Mr. Dubois said that the Lakota design review
10 committee had asked for a few changes, but overall it was close to approval.

11 Mark McDonald, 301 Deer Valley Drive. Mr. McDonald said that the initial concern for the
12 Lakota residents was the same as the council regarding density and a lack of open space,
13 but he felt the revisions made the development much more amenable to the whole Lakota
14 subdivision. He felt that the drawings showed the building to be in typical Lakota style. He
15 felt that HOA/design review committee approval was likely. Mr. McDonald said that the
16 last item was the creation of the sub-homeowners association and a set of declarations for
17 the condominiums.

18
19 Mayor A Riddile closed public hearing at 8:21 p.m.

20
21 Councilor Owens asked if the residents of Lakota would generally be in favor of the
22 project. Mr. McDonald said yes.

23 Attorney McConaughy cautioned the council that 'what you see is what you get' and
24 should the design review committee require some radical change to the development such
25 as flat roofs, that was not what the council was approving. Any radical change would likely
26 lead to a minor PUD amendment in the future.

27
28 Mr. Dubois said that the design review committee had not given their final approval, and
29 Mr. Colombo will have to present one more time to the committee, at which time he felt
30 that they would give approval based on how well it had gone so far. Mr. Colombo and Mr.
31 Dubois agreed that the remaining items the review committee was concerned with were
32 aesthetics, nothing that would alter that development itself.

33 Councilor Hazelton said that all of his concerns had been satisfied with the recent changes
34 to the development. He also felt that if the council limited the development any further, it
35 would not be feasible.

36 Councilor G Riddile asked Attorney McConaughy what had caused the 12 units per acre
37 limitation. Attorney McConaughy said that essentially it was a water-engineering limitation
38 that 827 total units could be fit into Lakota. There was a map that was divided into phases
39 and the 827 were assigned to the phases, and it worked out to 12 units per acre for Mr.
40 Colombo's parcel. He said there is a provision that the phases could be adjusted as much
41 as ten percent.

42 Councilor G Riddile said that the council had put Mr. Colombo through significant
43 challenges in developing the property, and he was happy with how the project had turned
44 out.

45 Mayor A Riddile said that going from 40 to 30 units was a 25% reduction. Holding hostage
46 at the 12 units per acre was unneeded when the current 13.5 per acre was less than a
47 ten percent difference. He also did not feel that such a small variation from the code did
48 not necessarily set a precedent.

1 Mayor A Riddile said that he appreciated Mr. Colombo getting plans to staff on time,
2 paying his fees on time. He felt that Mr. Colombo was showing diligence and he liked the
3 development as presented.
4 Councilor Owens clarified that there would be no certificates of occupancy issued until
5 plans for the next phase were submitted and approved. Administrator Reynolds and
6 Planner Smith concurred.

7
8 **MOTION: Mayor A Riddile made a motion to approve Ordinance TC 2019-4,**
9 **Approving a Final PUD Development Plan and Final Subdivision Plat for Lot 2B,**
10 **Phase 7, Lakota Canyon Ranch, also Known as Eagle's Ridge on second reading,**
11 **deleting conditions E, J and K; and giving staff the authority to approve exhibits**
12 **to the subdivision improvements agreement. Councilor Hazelton seconded the**
13 **motion.**

14 Discussion: Mayor A Riddile said he would vote yes because of the change in the plans,
15 reducing the units from 40 to 30, significantly reducing the density.

16 **The motion passed on a roll-call vote: Councilor Copeland: yes; Councilor**
17 **Hazelton: yes; Mayor A Riddile: yes; Councilor G Riddile: yes; Councilor Owens:**
18 **yes; Councilor Mariscal: yes.**

19
20
21 **MOTION: Mayor A Riddile made a motion at 8:34 p.m. to go into Executive**
22 **Session (1) for a conference with the Town Attorney for the purpose of receiving**
23 **legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b)**
24 **regarding pending litigation. Councilor Mariscal seconded the motion and it**
25 **passed unanimously.**

26
27 Executive session concluded.

28
29 At the end of the executive session, Mayor A Riddile made the following statement:

30
31 "The time is now 9:11 p.m. and the executive session has been concluded. The participants
32 in the executive session were: Councilor Mariscal, Owens and Hazelton; Mayor A Riddile;
33 Councilors Copeland and G Riddile; Town Administrator Dave Reynolds, Town Attorney
34 David McConaughy, Town Treasurer Loni Burk and Town Clerk Melody Harrison. For the
35 record, if any person who participated in the executive session believes that any substantial
36 discussion of any matters not included in the motion to go into the executive session
37 occurred during the executive session, or that any improper action occurred during the
38 executive session in violation of the Open Meetings Law, I would ask that you state your
39 concerns for the record."

40
41 No concerns were stated.

42
43 Attorney McConaughy said that the second part of the next executive session was to
44 instruct negotiators on a real estate issue. So the purpose of the executive session was to
45 obtain direction regarding the listing agreement and if they were okay with the agreement
46 as it was, they did not need an executive session but if they wanted direction regarding
47 sale prices and how to negotiate, then they could hold the executive session.

1 Administrator Reynolds said he wanted the executive session so he could advise the
2 council on why the listing was done as it was.

3
4 **MOTION: Mayor A Riddile made a motion at 9:14 p.m. to go into Executive**
5 **Session (1) for purpose of determining positions relative to matters that may be**
6 **subject to negotiations, developing strategy for negotiations, and/or instructing**
7 **negotiators, under C.R.S. Section 24-6-402(4)(e) regarding Town-Owned**
8 **Property. Councilor Hazelton seconded the motion and it passed unanimously.**

9
10 Executive session concluded.

11
12 At the end of the executive session, Mayor A Riddile made the following statement:

13
14 "The time is now 9:16 p.m. and the executive session has been concluded. The participants
15 in the executive session were: Councilor Mariscal, Owens and Hazelton; Mayor A Riddile;
16 Councilors Copeland and G Riddile; Town Administrator Dave Reynolds, Town Attorney
17 Haley Carmer and Town Clerk Melody Harrison. For the record, if any person who
18 participated in the executive session believes that any substantial discussion of any matters
19 not included in the motion to go into the executive session occurred during the executive
20 session, or that any improper action occurred during the executive session in violation of
21 the Open Meetings Law, I would ask that you state your concerns for the record."

22
23 No concerns were stated.

24
25 **Consider Approval of the Exclusive Right-to-Sell Contract**

26 Attorney McConaughy said that staff needed a motion to authorize a real estate contract
27 with The Property Shop for Windridge Condo #112 at a listing price of \$134,900.00.

28 **MOTION: Mayor A Riddile made a motion to authorize a real estate contract with**
29 **The Property Shop for Windridge Condominium #112 for a listing price of**
30 **\$134,900.00. Councilor G Riddile seconded the motion and it passed**
31 **unanimously.**

32
33 **Consider Conflict Waiver Agreement Regarding Schmueser Gordon Meyer**

34 Attorney McConaughy said that this had been done in the past. He said that historically, in
35 Castle Valley Ranch (CVR), SGM had been hired by several developers to complete the
36 civil engineering work. SGM had handled it by having the group of engineers work under
37 the supervision of Engineer Ron Mittleider, with Town Engineer Jeff Simonson reviewing
38 their work, which of course created a conflict of interest. However, it worked historically in
39 CVR, and the developers liked it because the engineers doing the civil work were more
40 likely to understand Engineer Simonson and his requirements and standards. Attorney
41 McConaughy said that his observation was that Engineer Simonson did not spare them
42 comments and he held them to the same high standard as anyone else. He said the
43 proposed conflict waiver was similar to the one done before, but with a new developer
44 who was picking up filing 11 in CVR that had been started by an earlier developer who
45 went bankrupt. Much of the engineering work had already been done by SGM under the
46 previous conflict waiver agreement. He said that he could understand the new developer
47 wanting to use SGM since they had done other work on the filing, rather than starting

1 from scratch with another engineering firm. The agreement in the packet would disclose
2 everything and waive any conflict on SGMs part, allowing them to work on the project.
3 Attorney McConaughy said they were under no obligation to approve the waiver if they
4 were not comfortable, however, he felt there was no ethical issue and it would certainly
5 be more efficient and save the developer some expense.

6 **MOTION: Mayor A Riddile made a motion to approve the conflict waiver**
7 **agreement regarding Schmueser Gordon Meyer. Councilor Copeland seconded**
8 **the motion and it passed unanimously.**

9
10
11 **Consent Agenda**

12 July Bills of \$726,672.23

13 **MOTION: Mayor A Riddile made a motion to approve the consent agenda.**
14 **Councilor Mariscal seconded the motion and it passed unanimously.**

15
16
17 **Staff Reports**

18 Town Administrator – Administrator Reynolds said that staff was working on fall FMLD
19 grant applications. The 25k FMLD mini-grant application will be to replace tasers and
20 some radio equipment for the police department. Administrator Reynolds said that the
21 traditional grant application will be for a bulk water station. He also said that the town had
22 received an additional \$10k award from the FMLD for being the FMLD grant winner of
23 2018. He said those funds would be used for the \$3,500.00 grant match required for
24 Charge-Ahead Colorado grant application for a vehicle charging station as well as a
25 crosswalk upgrade in the downtown. Administrator Reynolds that Finance Assistant Debbie
26 Guccini’s husband, Toby, had passed away. He said that IT had set Debbie up to work
27 remotely, but he did not yet know how things would work out. Administrator Reynolds told
28 the council that Treasurer Loni Burk would be leaving her employment with the town. He
29 said that she was a terrific member of the team and would be missed. He said that staff
30 had put out ads on CML, CGFOA, Indeed and in the newspapers. There had been a few
31 applicants but none worth interviewing. Administrator Reynolds said he had reached out
32 to a company in Broomfield that provided professional services to take over certain
33 treasurer responsibilities, excluding accounts payable and payroll. Administrator Reynolds
34 said he had also reached out to library district finance director who was willing to assist.
35 Administrator Reynolds said that he and Treasurer Burk has been talking about other
36 possibilities and they wanted to see where the council’s thoughts were. He said that
37 Treasurer Burk was willing to work remotely, and he felt it would work well because of
38 Treasurer Burk herself. He said that the town had done remote positions previously that
39 did not work out well, but he was confident with Treasurer Burk it would work quite well.
40 He also thought that the town could continue to accept applications if the need arose to
41 consider an on-site person, and because it was unknown if Finance Assistant Guccini
42 would be returning to work any time soon, or at all. After a brief discussion, the council
43 agreed that having Treasure Burk work remotely would be fine. They agreed that specific
44 details be put in an employment agreement and that Treasurer Burk be willing to return
45 occasionally to be on site. They also agreed on a trial period.

46 Town Clerk – Clerk Harrison said that the council new Chrome book had arrived earlier in
47 the day, but she had been unable to completely set them up properly because the town
48 had been without internet most of the afternoon and she asked that they leave the books

1 for her to update. Clerk Harrison said that the meeting management software did not
2 seem to be working very well, and she apologized, and said that she would e-mail council
3 packet to them for the next meeting to ensure they received it. Clerk Harrison said that
4 MuniCode Web was beginning the website migration. She said that her staff was about a
5 third of the way through reorganizing the Vault and her new Assistant Bart Mendoza was
6 wonderful. Clerk Harrison said she would miss the August 20 council meeting because her
7 daughter will be getting married at Lake Tahoe.

8 Town Planner – Planner Smith said there would be a short-term rental conditional use
9 permit coming to council shortly. He also said there would be a sketch plan coming for
10 filing 11 in Castle Valley Ranch.

11 Public Works Director – not present.

12 13 **Commission Reports**

14 Planning & Zoning Commission – nothing to report.

15 Historic Preservation Commission – nothing to report.

16 Climate Action Advisory Committee – nothing to report.

17 Senior Program – Councilor Mariscal said that Senior Programs had applied for a grant for
18 two new vans and they should find out this month whether they would receive funding.

19 RFTA – nothing to report.

20 AGNC – Councilor Hazelton said that the big conversation was about the BLM offices being
21 moved to Grand Junction. He said he would not be able to make it to the meeting on
22 August 21.

23 GCE – nothing to report.

24 EAB – Councilor G Riddile said Colorado Oil and Gas Conservation Commission was busy
25 but they had hired more hearing staff and judges because of Senate Bill 181. There will be
26 a technical review board. He was approached by woman from the Grand Valley Citizens
27 Alliance who wanted to make sure the Board of County Commissioners listened to them
28 when it came time to make their own rules regarding SB-181. Councilor G Riddile said
29 that last item they went over was the air quality study.

30 31 **Council Comments**

32 Councilor Mariscal said she had the chance to meet with the Salvadorian Consulate. She
33 said she had also spoken to the gentleman who owned a mobile vet clinic to get him to
34 start coming to New castle. She felt that would bring people to New Castle without it
35 being a costly event. Councilor Mariscal said she was proud to see how the people of New
36 Castle took the lead to help with the mudslide. She also said there were amazing
37 volunteers in town.

38 Councilor Hazelton asked about the weeds on the pump track, if they had been taken care
39 of. Administrator Reynolds said he would check into it.

40 Councilor Copeland said she had been working on the community outreach called New
41 Castle Listens at the community market. Last week she said she had the town budget and
42 property tax information and she would do the same at the market this week.

43 Councilor G Riddile told everyone that the Rides & Reggae Festival would be on Saturday
44 and asked everyone to attend if they could. He said that to date, 450 tickets had been
45 sold so it looked to be a success.

46 Mayor A Riddile said that Main Street looked great, thanks to CDOT for the roadwork.

47

1 Mayor A Riddile said that the Coal Ridge High School Booster club had approached him
2 regarding the annual golf tournament, if the town wanted to sponsor a golf cart. Treasurer
3 Burk said that she could find the \$400.00.
4 Mayor A Riddile said that he was happy how the Colombo project was handled.
5

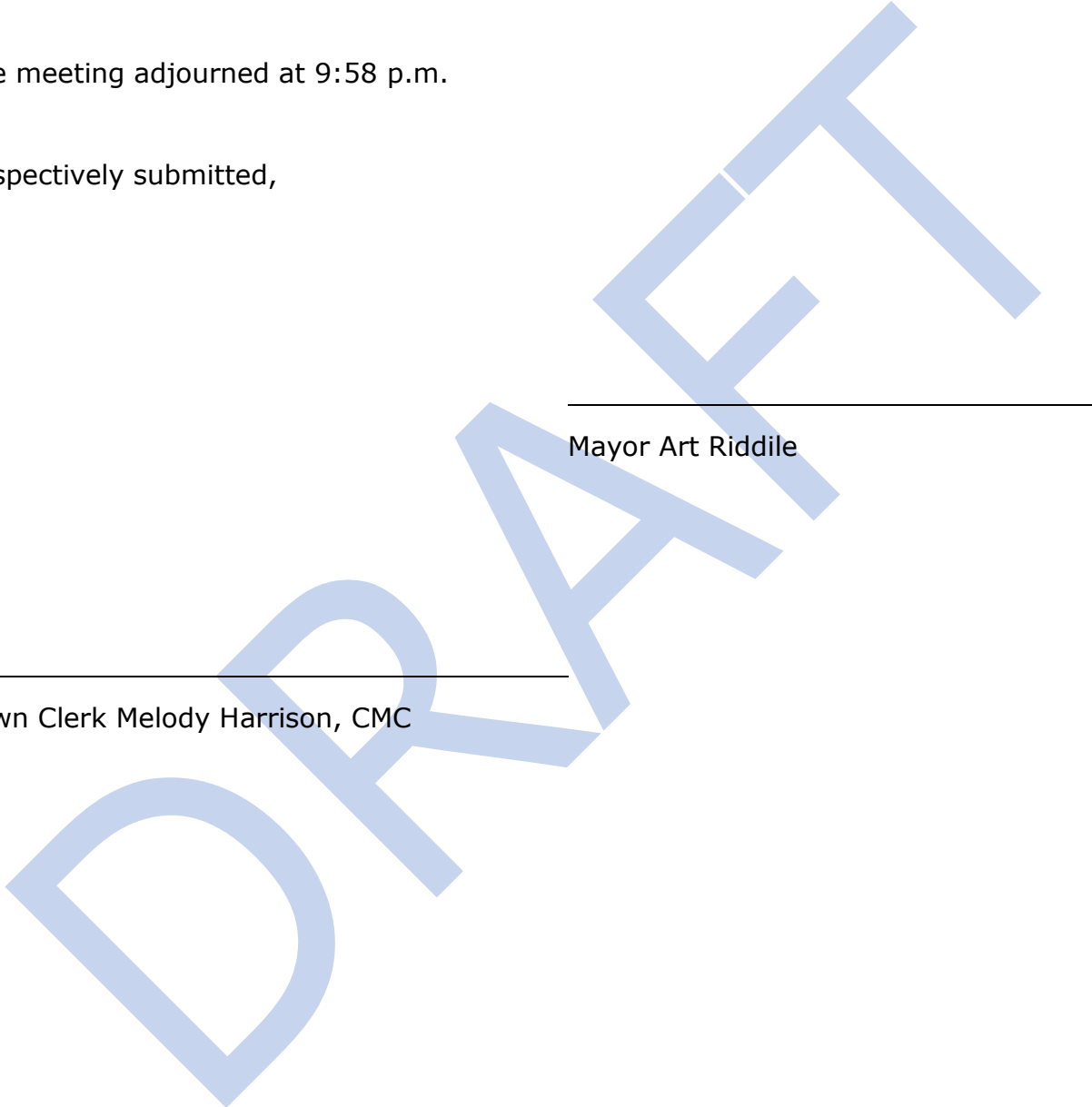
6 **MOTION: Mayor A Riddile made a motion to adjourn. Councilor Hazelton**
7 **seconded the motion and it passed unanimously.**
8

9
10 The meeting adjourned at 9:58 p.m.
11

12
13 Respectively submitted,
14

15
16
17
18 _____
19 Mayor Art Riddile
20

21
22 _____
23 Town Clerk Melody Harrison, CMC
24



Item Attachment Documents:

August 8, 2019, minutes

1
2
3 **New Castle Special Town Council Work Session**
4 **Tuesday August 8, 2019, 5:30 p.m.**
5
6
7

8 **Call to Order**

9 Mayor A Riddile called the meeting to order at 5:30 p.m.

10
11 **Pledge of Allegiance**
12

13 **Roll Call**

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

21
22 Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk
23 Melody Harrison, Town Attorney
24

25 **Meeting Notice**

26 Town Clerk Melody Harrison verified that her office gave notice of the meeting in
27 accordance with Resolution TC 2019-1.
28

29 **Conflicts of Interest**

30 There were no conflicts of interest.
31

32 **Agenda Changes**

33 Clerk Harrison told the council that after the executive session, staff would like some
34 direction from the council on a particular project. The council agreed.
35

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

37 There were no citizen comments.
38

39 **Items for Consideration**
40

41 **MOTION: Mayor A Riddile made a motion at 5:32 p.m. to go into Executive**
42 **Session (1) for conference with Town Attorney for purpose of receiving**
43 **legal advice on specific legal questions under C.R.S. Section 24-6-**
44 **402(4)(b); and (2) for purpose of determining positions relative to matters**
45 **that may be subject to negotiations, developing strategy for negotiations,**
46 **and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e)**
47 **concerning pending litigation. Councilor Copeland seconded the motion and**
48 **it passed unanimously.**

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Executive session concluded.

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

"The time is now 6:28 p.m. and the executive session has been concluded. The participants in the executive session were: Councilor Hazelton; Mayor A Riddile; Councilors Copeland and G Riddile; Town Administrator Dave Reynolds, Town Attorney Haley Carmer, Town Planner Paul Smith and Town Clerk Melody Harrison. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record."

No concerns were stated.

Town Administrator Dave Reynolds told the council that there was a section of the LoVa Trail where a bridge needs to be built over the railroad near Canyon Creek. There is a gap in funding for that piece. He said that Glenwood Springs and perhaps RFTA were willing to apply for a joint-agency FMLD grant. He said that he had a meeting the following week with the interested parties. New Castle thus far has been identified as the lead or official applicant because of the good track-record New Castle with the FMLD. He said that he had already told everyone involved that New Castle did not have any match money to put into the project so Glenwood was looking at that part of it. He asked the council what their thoughts were. Mayor A Riddile thought it was a great idea. He said that the FMLD had just opened up the opportunity for joint applications once cycle ago and no one had applied for it and he felt it was a great idea. He also agreed that New Castle had been very successful with the FMLD grants process. The council felt it was a good idea.

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

The meeting adjourned at 6:32 p.m.

Respectively submitted,

Mayor Art Riddile

Town Clerk Melody Harrison, CMC