

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 Virtual Meeting Tuesday, April 20, 2021, 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.

Due to concerns related to COVID-19, this meeting will be open to the public as a virtual meeting only.

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

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

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

Call to Order

Pledge of Allegiance

Roll Call

Meeting Notice

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. Girl Scout Troop 10239 Bronze Award Project - Alder Pond (7:05 p.m.)

- B. Consider a Letter of Interest from Steve Rippy for Reappointment to a Seat on the Historic Preservation Commission (7:20 p.m.)**
- C. Consider a Letter of Interest from Mari Riddile for Reappointment to a Seat on the Historic Preservation Commission (7:30 p.m.)**
- D. Update: Climate and Environment Commission (7:40 p.m.)**
- E. Consider a Trail License and Management Agreement with RG Lakota III, LLC (7:55 p.m.)**
- F. Discussion and Direction: Colorado Brain Injury Program (8:10 p.m.)**

Consent Agenda (8:25 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.

[Resolution](#) TC 2021-10 - Supporting a Colorado Department of Transportation Grant Application

Staff Reports (8:30 p.m.)

Town Administrator
Town Clerk
Town Treasurer
Town Planner
Public Works Director

Commission Reports (8:40 p.m.)

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

Council Comments (8:50 p.m.)

Adjourn (9:00 p.m.)



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Memorandum

To: Mayor & Council
From: David Reynolds
Re: Agenda Item: Girl Scout Project – Alder Park
Date: 4-20-21

Purpose:

The purpose of this agenda item is to allow the Scouts of Troop #10239 to visit with Council and provide an update on their Bronze Award Project at Alder Park.

Last fall, the Scouts of local Troop #10239 presented a project idea to Council which involved a Fishing Line Recycling Program along with Eco-Educational Signage to be installed at Alder Park. With Council approval in hand, the Scouts worked throughout the winter to design the project and prepare for project completion in the Spring. On April 11th the Scouts managed a group of volunteers to help with the installation of (3) Eco-educational signs and (2) Fishing Line Recycling Bins.

Girl Scouts Abby, Gracie, and Sylvia would like to thank the Town for their support and provide Council with an update of the final project outcome.

Attached please see the Scout's original presentation along with pictures from the project installation day.



Reel In And Recycle!

Monofilament Recycling Bin

Keep our waterways tangle-free

Please recycle your used monofilament fishing line here!

For more information on monofilament recycling visit www.boatus.org

NO CANS = NO BOTTLES = NO TRASH

10239

Logansport, Indiana

Logansport, Indiana

Logansport, Indiana

Logansport, Indiana



Reel In and Recycle!

Monofilament Recycling Bin

Keep our waterways tangle-free

Please recycle your used monofilament fishing line here!

For more information on monofilament recycling visit www.3waters.org

NO CANIS - NO BOTTLES - NO TRASH

Troop 1023

3 Waters

Alder Pond Conservation

2020 Girl Scout Bronze Award

Troop #10239 Juniors

Abby Anthony (5th Grade)

Gracie Campbell (5th Grade)

Sylvia Duchscher (5th Grade)



Who are we?

Girl Scout Troop #10239 New Castle, Colorado



- ★ Girls from the New Castle area, age 6- 13
- ★ We attend 7 different schools from Carbondale to Silt
- ★ We currently have 18 girls
- ★ Juniors (4th & 5th graders) make up half of the troop
- ★ We, (Abby, Gracie, & Sylvia) are Juniors who have completed our Junior Journey, and are working on our Bronze Award.

Why are the Girl Scouts at the New Castle Town Council Meeting?

- ★ We have designed a Take-Action Project & Bronze Award Project that will benefit the town of New Castle, specifically Alder Park.
- ★ We would like to invite the Town of New Castle to partner with the Bronze Award Team, and request funding for the projects.



- ★ The Bronze Award... is the highest award a Junior girl scout can achieve, and is the 3rd highest Award in Girl Scouts.
- ★ It was created in 2001 (along with the Silver & Gold Awards).
- ★ The Bronze Award gets us involved and helps us fill a need in our local community.



***To earn the Bronze Award,
Girl Scout Juniors must:***

1st: Complete Junior Journey

2nd: Build Bronze Award Team

3rd: Explore Local Community

4th: Choose a Bronze Award Theme

5th: Complete Take-Action Project (a
community service program)

6th: Complete the Bronze Award Project
(a material “gift” to the community)

2020 Bronze
Award Theme:

CONSERVATION



What did we accomplish on our JUNIOR JOURNEY?

In 2020, we have....

- HELD A CLEAN-UP ACTIVITY AT ALDER PARK
- CREATED ANIMAL HABITATS
- HIKED NEW CASTLE LOCAL TRAILS
- PLANNED & COMPLETED A CAMPING TRIP
- CREATED MAPS OF ALDER PARK & WATERWAYS



Now we've completed the JUNIOR JOURNEY...



After our JUNIOR JOURNEY....

- Take-Action Project:
 - Focuses on community service.
 - FISHING LINE RECYCLING PROGRAM
- Bronze Award Project:
 - A material project that remains in place over time.
 - ECOLOGY EDUCATIONAL SIGNS AT ALDER POND



TAKE-ACTION PROJECT:

Fishing Line Recycling Program

- ★ *Berkley Fishing in Iowa began manufacturing monofilament fishing line in the 1960's. It soon became the most common form of fishing line used.*
- ★ *Monofilament fishing line takes 600 years to decompose (that's 150 years longer than a disposable diaper!), but IT IS RECYCLABLE!*
- ★ *Fishing line is a frequent source of litter in ponds and rivers, and can cause injury and death to birds, fish, turtles, and many mammals.*
- ★ *Berkley now encourages organizations around the world to mail in monofilament fishing line by providing free boxes for shipment.*
- ★ *There are currently NO fishing line recycling bins in the Roaring Fork Valley or Grand Valley.*
- ★ *We are building and installing bins in Alder Park, which we will manage as part of our program. Other bins will be donated to spread the program.*

TAKE-ACTION PROJECT:

Is Fishing Line Recycling Important in New Castle?



YES!!!



What have we done so far in our Take-Action Project, Fishing Line Recycling?

- ★ Partnered with multiple community agencies for support.
- ★ Received approval for 2 recycle bins at Alder Park thru the Town of NC.
- ★ Received three assembled bins (in-kind donation) from RFVFFC.
- ★ Purchased supplies to build 2 recycle bins.
- ★ Purchased decals/signage for each of the 5 recycle bins.
- ★ Contacted Berkley for free line shipment boxes.
- ★ Partnered with Trout Unlimited for installation of 2 bins in Alder Park.
- ★ Planning to create “adopt a bin” recycle bin kits to other local agencies.

Cooperating Agencies

- Roaring Fork Valley Fly Fishing Club (RFVFFC)
- Trout Unlimited (Ron Acee)
- Roaring Fork Conservancy (Christina Medved, Rick Lofaro)
- Town of New Castle (Dave Reynolds, John Wenzel)
- Berkley Fishing
- BoatUS.org

Thank you!




Budget: Take-Action Project Costs



ITEM	COST	QUANTITY DONATED (\$)	QUANTITY NEEDED (\$)
WOOD POST	\$18	3 (\$54)	2 (\$36)
PVC FOR 1 RECYCLE BIN	\$35	3 (\$105)	2 (\$70)
RECYCLING SIGN	\$20	3 (\$60)	2 (\$40)
TOTAL COST/BIN:	\$73/BIN	3 BIN KITS (\$219)	2 BIN KITS (\$146)

We are requesting \$146 from the Town of New Castle toward the cost of the Fishing Line Recycling Bin Program



The Final Step: The Bronze Award Project

Alder Pond and Marsh: Why should we protect it?


- Alder pond is home to living plants and animals, and micro-organisms. Protecting these living things contributes to the health of the pond ecosystem.
- The surrounding marsh is home to many songbird species, which increase the beauty and enjoyment for people at the park.
- We must protect the pond and marsh for future generations.

Alder Pond & Marsh:

How do we protect it?



- People who know and understand a place will love it enough to care for it!
- Our goal is to build permanent educational signs for the community about the importance of the animal species, the marsh wetlands, and the human impact on Alder Pond.
- If people KNOW & LOVE A PLACE, THEY WILL CARE FOR IT!



The Bronze Award Project: ~ Ecology Education ~ Three “Eco-Ed” Signs for Alder Park

- ★ Signs to be designed & manufactured over winter & gifted to the Town of New Castle.
- ★ Plan to have signs installed at Alder Pond Spring 2021
- ★ Cost \$45 per sign, made by Microplastics in Glenwood
- ★ Signs with Town of New Castle logo
- ★ Commemorate the Girl Scouts Troop 10239
- ★ We are requesting funding for 3 “Ecology Education” signs

Each “Eco-Ed” Sign will have a unique topic:

★ *Life in Alder Pond*

- Information about wildlife and trout species of Alder Pond

★ *Marsh Wetland Ecology*

- Education specific to the marsh wetlands surrounding Alder Pond

★ *Human Impact at Alder Park*

- Including the importance of proper trash disposal and fishing line recycling



'Eco-Ed' Sign 1: ***Life in Alder Pond***

This sign would feature information about the fish & other animals that live in Alder Pond. Many of these animals go unnoticed...

There are many species that call Alder park their home, such as...

Reptiles: Frogs, snakes

Birds: Migratory & non-migratory birds; heron

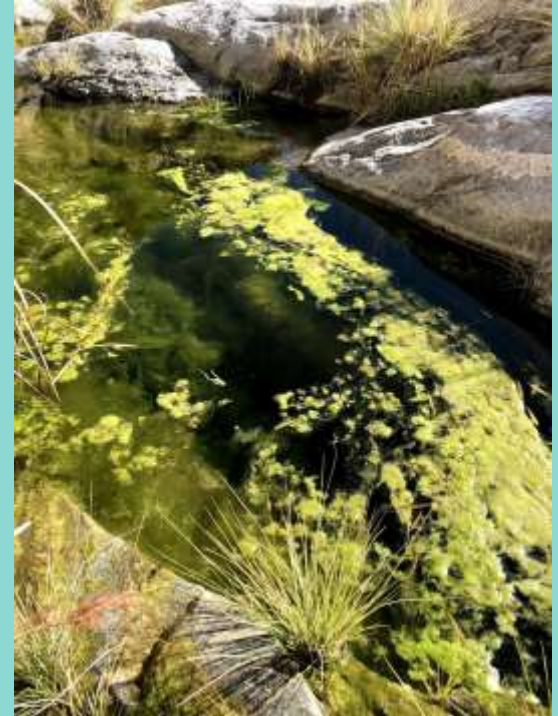
Fish: Trout, Crawfish

Ducks, field mice, many other birds & insects.



'EcoEd' Sign 2: *The Alder Marsh Wetland*

- ★ This sign would educate the community about the wetlands surrounding Alder Pond:
 - All marshes are considered wetlands. The Alder marsh wetland is a transitional zone bridging seasonal streams to and from Alder Pond.
 - Wetland education is important because wetlands are found in many different areas of North America, and are often overlooked.
 - Wetlands serve as an important seasonal bed for water filtration, as well as a nesting habitat for many animals, including unique bird species.



'Eco-Ed' Sign 3:

Human Impact on Alder Pond & Marsh



- This sign will focus on OUR IMPACT on the pond ecosystem, and what we can do to minimize it.
- All kinds of people visit Alder Pond for at least 5 months per year May-Mid October. Some come for the fishing, others for dog walking, exploring nature, soccer games, and family time.
- Often trash including monofilament line is found either in the pond or along the sides of the pond. Trash and fishing line can hurt wildlife and overtime change the ecosystem of Alder pond. Monofilament bins will encourage people to put their line in the bin.

How can the Town of New Castle support the Girl Scouts Alder Pond Conservation Project?

- ★ Be a financial contributor
 - Recycle Bin Funds Requested: \$146.00
 - 'Eco-Ed' Sign Funds Requested: \$135.00
 - Total funds requested: \$281.00
- ★ Participate in recycle bin installation & use
- ★ Tell others about ecology education at Alder Park
- ★ Be a responsible Alder Park steward

Any Questions...?



Thank You!!

Melody Harrison

From: Steve Rippy <srippy@bmmetro.com>
Sent: Friday, March 12, 2021 11:54 AM
To: Melody Harrison
Subject: Appointment To HPC

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

March 12, 2021

Melody Harrison
Town Clerk
Town of New Castle

Dear Melody,

This email shall serve as my request to apply for reappointment, by the New Castle Town Council, to the New Castle Historic Preservation Commission.

Sincerely,

Steve Rippy

April 14, 2021

The Honorable Mayor Art Riddile
Distinguished Town Councilor

I am writing to request my reappointment to the Historical Preservation Commission. Having just finished my first term I am anxious to continue working on this important commission.

As a resident of New Castle for 28 years I have been able to be active in our community through an array of volunteer opportunities. I currently serve as the Secretary and Administrator for the New Castle Chamber of Commerce as well as chair two committees, Totes for Hopes and Volunteer New Castle for the River Center. As well I am active in women's ministries at my u

I hope I meet your requirements and respectfully request a reappointment to the Historical Preservation Commission.

Very Truly Yours,

Mari Riddile



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Memorandum

To: Mayor & Council
From: David Reynolds
Re: Agenda Item: Lakota Trail License Agreement
Date: 4-20-21

Purpose:

The purpose of this agenda item is to consider a Trail License Agreement between the Town of New Castle and RG Lakota III LLC, owners of Lakota Golf and surrounding properties.

As with past *Trail License Agreements*, the property owners, the New Castle Trails Group, and Town Staff having been working toward an agreement that would formalize the use of approved trails over private property. The landowner recognizes the value to the community of recreational trails over private property and wishes to establish a license agreement with the Town which would provide for Town maintenance, education, rule enforcement, and insurance obligations related to the approved trails. Colorado Revised Statute 33-41-101 encourages owners of private lands within rural areas to make land and water areas available for recreational purposes by limiting their liability toward persons entering the property for those purposes. RG Lakota III LLC recognizes that a formalized agreement with the Town regarding trails across their private property may add value to the community while also adding a layer of liability protection to the land owner.

Attached please find the following for Council Consideration:

- Draft Trail License agreement for Council's review and consideration.
- Exhibit A to the draft License Agreement which shows the boundaries of the property along with the approved trails.
- Exhibit B to the draft License Agreement which shows a proposed Trail Map and Signage.
- Exhibit C to the draft License Agreement which shows sign details.

**RECREATIONAL TRAIL LICENSE
AND MANAGEMENT AGREEMENT**

This Agreement (“Agreement”) is made and entered into this 20th day of April 2021, by and between the **Town of New Castle**, Colorado, a home rule municipality whose address is 450 W. Main Street, P.O. Box 90, New Castle, CO 81647 (the “Town”) and **RG Lakota III, LLC**, a Colorado limited liability company, whose address is 350 Market Street, Ste. 304, Basalt, Colorado 81621 (“Landowner”).

Recitals:

Landowner is the owner of certain real property in the Town of New Castle, Colorado and the County of Garfield, depicted as “TITLE PARCEL 9 Parcel E 2nd Amended and Restated Subdivision Exclusion/Exemption Map Reception No. 709280” and a portion of “TITLE PARCEL 1 A1 2nd Amended and Restated Subdivision Exclusion/Exemption Map Reception No. 709280 Golf Course” on the attached **Exhibit A** (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

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

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 the 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- 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. 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.

4. 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.

- 4.1 The Town shall not delegate Trail Management responsibilities to any other entity, individual, or group except only with Landowner’s prior written permission.
- 4.2 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).
- 4.3 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 unless previously approved by Landowner. As of the date of this Agreement, the Landowner has approved the signage and locations at which such signage shall be posted as depicted on **Exhibit B**.

5. 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.

6. No Charge for Use of Trails. 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.

7. 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 Landowner approve a supplement to this Agreement to more precisely define an Approved Temporary Trail, as follows:

7.1 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

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

7.3 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

7.4 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

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

7.6 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**.

8. 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 5.4 above.

9. Minimum Signage Requirements. 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 mark all trails on Landowner Properties other than those trails shown on Exhibit A by using tree limbs, rocks, or similar visual barriers and shall post signs all trailheads and trail intersections reading:

Private Property – Trail Closed

Stay on Approved Trails

Violators Risk Loss of Access in this Area for All Users

at to indicate all trails on Landowner Properties that are not Approved Temporary Trails. Additionally, the Town shall post signs at all trailheads reading:

Hunting, Shooting and Use of Motorized Vehicles are Strictly Prohibited in this Area

Violators Shall Be Prohibited from Using this Area

The Town shall use reasonable efforts to advise members of the general public to stay off Closed Trails and to stay on Approved Trails, to prohibit members of the public from hunting, shooting and/or using motorized vehicles on Landowner's Property and to inform the Landowner of misuse.

10. Amendments to the form of 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, including, but not limited to, the New Letter Article – Trails, attached hereto as Exhibit C.

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 license 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 and releases any and all claims against the Landowner arising from the use of the Landowner Properties by any person. 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 license 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 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 Landowner, 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.

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 thereunder, including but not limited to park, trail, or open space dedications or circulation/connectivity systems.

17. Notices. Any notices pursuant to this Agreement shall be in writing and shall be deemed effective as of the date of mailing by United States Mail or by transmission via electronic means. Notice addresses may be changed by the same manner as providing notice hereunder. Notice shall be addressed as follows:

To the Town: Town Administrator
 Town of New Castle
 P.O. Box 90
 New Castle, CO 81601

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

To Landowner: Dwayne Romero
 RG Lakota III, LLC
 350 Market St.
 Suite 304
 Basalt, CO 81621
 dromero@romero-group.com

With a copy to: Kenneth E. Citron
 Klein Coté Edwards Citron LLC
 101 S. Mill St.
 Suite 200
 Aspen, CO 81611
 kcitron@kceclaw.com

18. Entire Agreement. This Agreement, together with the Exhibits thereto, constitutes the entire Agreement between the parties. No statements, promises or inducements that are not contained in this Agreement shall be binding on the parties.

19. Miscellaneous. If any provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, all other provisions shall remain in effect. This Agreement shall be governed by Colorado law. This Agreement shall not be amended except in writing signed by all parties hereto. No waiver of any provision of this Agreement shall be deemed

to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver. A party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful or unauthorized act of the other party.

SO AGREED as of the date first written above.

TOWN OF NEW CASTLE, COLORADO

Attest:

By: _____
Mayor

Town Clerk

LANDOWNER: RG Lakota III, LLC, a Colorado limited liability company
By: RG Lakota Holdings, LLC, its Manager

By: Dwayne Romero, Manager

EAST COLOROW
↔

OLE ROLLER
↑

PRIVATE PROPERTY
STAY ON TRAIL
(VIOLATION COULD RESULT
IN TRAIL CLOSURE)

OLE ROLLER
↑
TO EAST COLOROW

PRIVATE PROPERTY
STAY ON TRAIL
(VIOLATION COULD RESULT
IN TRAIL CLOSURE)

**LAKOTA LAUNCHPAD
TO UPPER COLOROW &
HIGHLAND TRAILS**
→

**CONNECTOR TO
OLE ROLLER**
←

PRIVATE PROPERTY
STAY ON TRAIL
(VIOLATION COULD RESULT
IN TRAIL CLOSURE)

**LAKOTA LAUNCHPAD
TO LOOKOUT
BAR & GRILL**
↑

OLE ROLLER
↔

OLE ROLLER
↑
LOOKOUT TRAIL
←

OLE ROLLER
↑
LOOKOUT TRAIL
→

OLE ROLLER
↔

**CONNECTOR TO
LAKOTA LAUNCHPAD**
↑

OLE ROLLER
↑
←

OLE ROLLER
←
LOOKOUT TRAIL
→

OLE ROLLER
→
LOOKOUT TRAIL
↑

**YIELD TO GOLF COURSE
VEHICLES
DOGS MUST BE LEASHED
TO SERVICE ROAD**

**LAKOTA LAUNCHPAD
TO COLOROW &
HIGHLAND TRAILS**
→
ALL HIKERS & BIKERS
MUST EXIT

**LAKOTA LAUNCHPAD
TO LOOKOUT BAR & GRILL**
←
PLEASE STAY ON CART PATH
TO SERVICE ROAD

**LAKOTA LAUNCHPAD
TO COLOROW &
HIGHLAND TRAILS**
→

**LAKOTA LAUNCH PAD
TO COLOROW &
HIGHLAND TRAILS**
PLEASE RESPECT GOLFERS
STAY ON SERVICE ROAD

**PLEASE PARK
AT LOOKOUT
BAR & GRILL**

**SERVICE ROAD
WATCH FOR
MAINTENANCE VEHICLES
PLEASE USE CAUTION**

PRIVATE PROPERTY
STAY ON TRAIL
(VIOLATION COULD RESULT
IN TRAIL CLOSURE)

**PLEASE RESPECT
GOLFERS AND
REMAIN QUIET**

**YIELD TO GOLF COURSE
VEHICLES
DOGS MUST BE LEASHED
TO TRAIL**

HIKERS & BIKERS
↑
PLEASE STAY ON
SERVICE ROAD

**SERVICE ROAD
WATCH FOR
MAINTENANCE VEHICLES
PLEASE USE CAUTION**

**LAKOTA LAUNCHPAD
TO COLOROW &
HIGHLAND TRAILS**
←
STAY ON CART PATH
TO TRAILHEAD

**LAKOTA LAUNCHPAD
LOOKOUT
BAR & GRILL**
→
ALL HIKERS & BIKERS
MUST EXIT

PRIVATE PROPERTY
STAY ON TRAIL
(VIOLATION COULD RESULT
IN TRAIL CLOSURE)

**CAUTION
TRAIL AND CART
PATH
MERGE AHEAD**

PRIVATE PROPERTY
ILLEGAL TO
TRESPASS
DO NOT ENTER

PRIVATE PROPERTY
DO NOT ENTER

HIKERS & BIKERS
↑
PLEASE STAY ON
SERVICE ROAD

**SERVICE ROAD
WATCH FOR
MAINTENANCE VEHICLES
PLEASE USE CAUTION**

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New Castle, CO 81647

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

Memorandum

To: Mayor & Council
From: David Reynolds
Re: Agenda Item: Colorado Brain Injury Program
Date: 4-20-21

Purpose:

The purpose of this agenda item is to make Council aware of changes regarding the Colorado Brain Injury Program, and to gain feedback regarding the future of funds collected under this program.

For several years now the Town of New Castle has been working under C.R.S 26-1-309 which allowed for municipalities to collect a surcharge of \$15.00 for each municipal speeding conviction. These funds were passed on to the State of Colorado and applied to research related to the care and treatment of brain injury, education about brain injury, and to provide direct support for Coloradans with brain injury and their families.

Recent changes to the law means that the Town is no longer required to collect these funds on behalf of the state for this purpose.

Because of these changes the Town has the following options:

- ✚ The Town may continue to collect these funds and may now pass them directly to MINDSOURCE – Brain Injury Network for use as intended by the original state statute.
- ✚ The Town may decide to stop collection of these funds as associated with speeding violations.

Staff wishes to review these changes and options and determine a path forward for the collection of these funds.

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC-2021-10**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL SUPPORTING
THE APPLICATION FOR A GRANT FROM THE COLORADO DEPARTMENT OF
TRANSPORTATION FOR THE REVITALIZATION OF MAIN STREET –
GUARDRAIL SAFETY ENHANCEMENT**

WHEREAS, the Town of New Castle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Colorado Department of Transportation; and

WHEREAS, the Town of New Castle has submitted a Grant Application for the Revitalization of Main Street - Guardrail Safety Enhancement: requesting a total award of \$55,000; and

WHEREAS, the Town of New Castle supports Guardrail Safety Enhancements if a grant is awarded by the Colorado Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE Town of New Castle **THAT:**

1. The above recitals are hereby incorporated as findings by the Town of New Castle.
2. The Town of New Castle strongly supports the Grant Application.
3. If the grant is awarded, the Town of New Castle strongly supports the Guardrail Safety Enhancements.
4. The Town of New Castle authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the Colorado Department of Transportation
5. The project property is owned by the Town of New Castle and will be owned by The Town of New Castle for its foreseeable, useful life. The Town of New Castle will continue to maintain the properties in a high quality condition and will appropriate funds for maintenance annually. The estimated annual maintenance cost of the Guardrail Safety Enhancements is \$500.00 annually.
6. If a grant is awarded, the Town of New Castle hereby authorizes the Mayor to sign a Grant Agreement with the Colorado Department of Transportation.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on April 20, 2021.

TOWN OF NEW CASTLE

ATTEST:

Mayor Art Riddile

Town Clerk Melody Harrison, CMC