



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

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

## **Agenda**

### **New Castle Town Council Regular Meeting**

**Tuesday, October 17, 2023, 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.

Virtual Meetings are subject to internet and technical capabilities.

[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

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 8, 2023**

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

#### **Items for Consideration**

#### **B. Discussion: Town Events Funding**

#### **C. Review Nutrient Farms County Land Use Application**

**D. Discussion: Policy Funding of Special Interest Groups & Committees**

**E. Executive Session (1) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S Section 24-6-402(4)(e) concerning the Kamm lot lease**

**F. Consider Approval of Letter of intent and Commercial Lease Regarding Kamm Lot (667 W Main)**

**G. Discussion: Construction Management Plan - Building Code**

**H. Consider Ordinance TC 2023-6 - An Ordinance of the Town of New Castle, Colorado Amending Chapter 17.18 of the New Castle Municipal Code, Also Known as the New Castle Sign Code (2nd reading)**

**I. Continued from October 3, 2023 - Consider Ordinance TC 2023-7 - An Ordinance of the New Castle Town Council Adding Chapter 15.25 to the New Castle Municipal Code for the Adoption of the 2021 Edition of the International Wildland Urban Interface Code with Amendments (1st reading)**

### **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](#) 3, 2023 minutes

New Castle Liquors, Inc. Liquor Store Liquor License Renewal

### **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**

### **Adjourn**

# Memo

**To:** Local Liquor Authority  
**From:** Mindy Andis, Town Clerk  
**Date:** 10.17.2023  
**Re:** PEO Chapter AO

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**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 are 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

# 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.)

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> Social    | <input type="checkbox"/> Athletic                                    | <input checked="" type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter          | <input type="checkbox"/> Political Candidate                  |
| <input type="checkbox"/> Patriotic | <input checked="" type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities   |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution                       |   |

LIAB ☒ Type of Special Event Applicant is Applying for:

- |  |                 |
|--|-----------------|
| 2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor | \$25.00 Per Day |
| 2170 <input type="checkbox"/> 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 of PEO* State Sales Tax Number (Required)  
*420453829*

2. Mailing Address of Organization or Political Candidate  
(include street, city/town and ZIP)  
*member: Mary Gervais*  
*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.*  
*New Castle CO 81647*

4. Authorized Representative of Qualifying Organization or Political Candidate  
*Mary Gervais*

Date of Birth *[REDACTED]* Phone Number *970-470-3675*

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

5. Event Manager

*Mary Gervais, Carol Newman, Faye Bennett*

Date of Birth *[REDACTED]* Phone Number *970-470-3675*

Event Manager Home Address (Street, City, State, ZIP)

*140 Lakota Dr. New Castle 81647*

Email Address of Event Manager  
*m.gervais@yahoo.com*

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 Hours From To	Date Hours From To	Date Hours From To	Date Hours From To	Date Hours From To
<i>12/8/23</i> <i>10 A.m.</i> <i>4 P.m.</i>				
Date Hours From To	Date Hours From To	Date Hours From To	Date Hours From To	Date Hours From To
Date Hours From To	Date Hours From To	Date Hours From To	Date Hours From To	Date Hours From To
Date Hours From To	Date Hours From To	Date Hours From To	Date Hours From To	Date Hours From To

## 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 *Chairman Chapter AO* Date *10/4/23*

## 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)

\$



## 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 than 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 application*
- ☐ 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.

Representative Mary Gervais  
Chapter AO, PEO  
October 4, 2023

Dear Ladies and Gentlemen of Town Council,

Again this holiday season, our PEO chapter is hosting a Champagne Brunch at Lakota Rec Centre. We are a philanthropic educational organization. We raise scholarship & book money for post high school education for local girls.

Our champagne brunch will be catered by Rolling Fork Truck. All profit from ticket sales will go to our college/education fund. Tickets are priced at \$60.00, with a mandatory donation included. This event will be held on December 8. Last year, we sold out within two weeks of opening ticket sales, and the event went very smoothly.

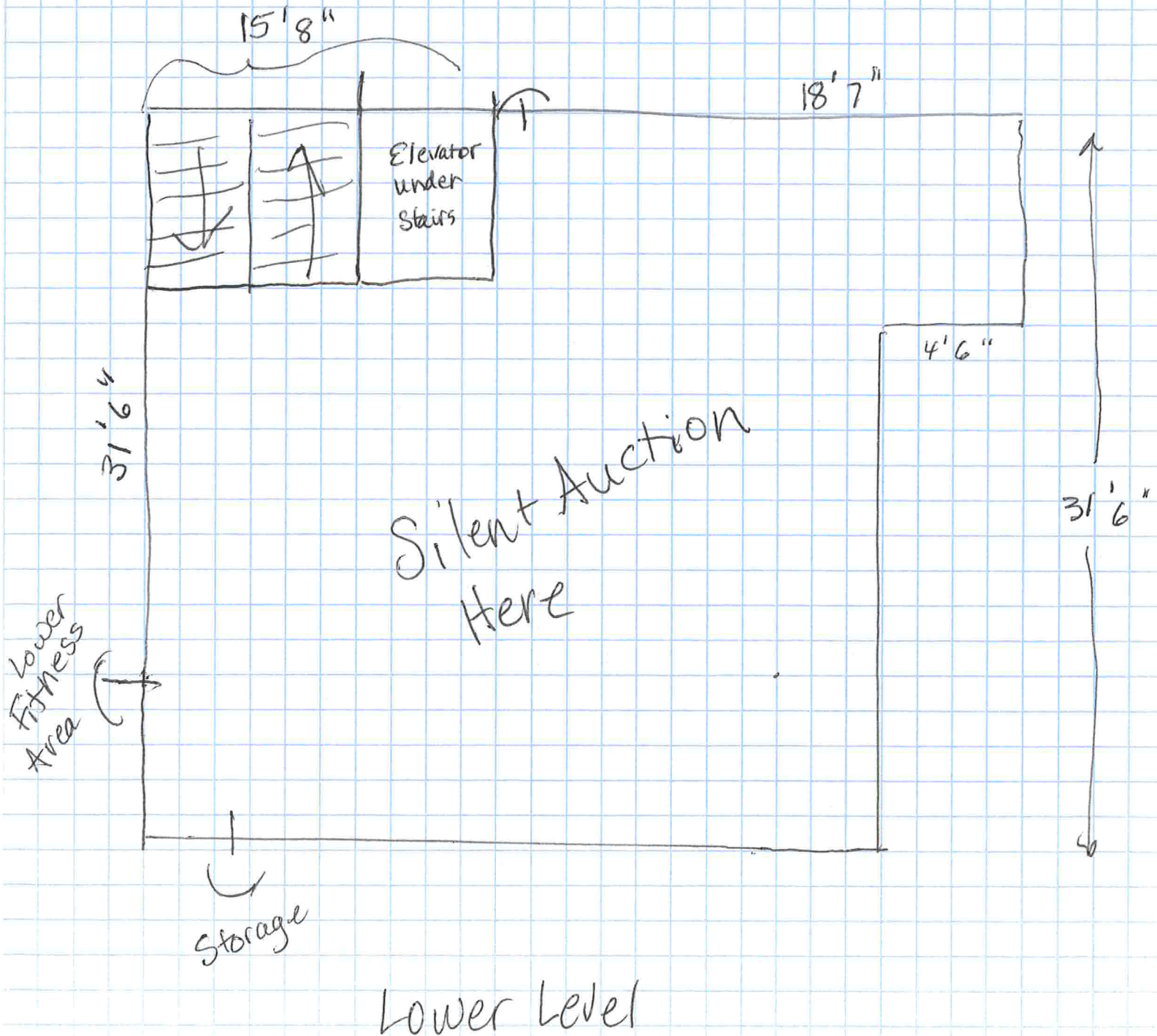
We thank the New Castle Town Council for your attention and consideration.

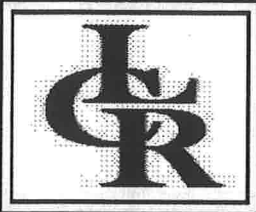
Sincerely, Mary Gervais



Please see 2022 application for Main Floor.

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





# Lakota Canyon Ranch

## Rec Center Reservation

Today's Date 6/20

Resident/Contact Name: Mary Gervais, Kit Fordham, Faye Bennett,

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

Resident Address: 120 Clubhouse (Lakota) 81647

Event Theme/Organization: PEO

Date of Event: Dec 7 setup 2PM Expected Attendance: 60-70

Event Theme/Organization: Dec 8 event 9-30 PEO

Start Time: 12/7 2PM End Time: 12-8 3PM (Include time for set-up and clean-up)

### Space Requested\*:

- ☒ Dining Area
- ☐ Upstairs Balcony
- ☐ Dining Area & Balcony
- ☒ Board Room
- ☐ Lower Exercise room
- ☒ Lower Banquet Room

### Capacity:

50

48

98

23

11

~~40~~

(for auction display)

\* 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

✓  
OK  
for

## NON PROFIT

### **Member Venue Fee:** (for residents and their guests)

- \$0 for under 50 people — 4 of us can each have 20 people and we have less than 50
- \$100 for 51+ people (not to exceed room capacity)

### **Member Commercial Services Fee** (i.e. when fees are charged for admission, classes, games, shows, vendors, etc.).

- \$25 for 1-10 people
- \$50 for 11-25
- \$100 for 26+ people (not to exceed room capacity)

all proceeds go to local young women's scholarships

### **Refundable Deposit of \$200:** cleaning/damage/compliance

**Additional Charges:** Above rates are for up to 3 hours of space usage. If you require more time please speak with the manager.

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

PEO 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.

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

PEO 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.

PEO I acknowledge that **adult supervision is REQUIRED** for all attendees under the age of 16.

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

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

PEO 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 refunded**.

I have read and agree to comply with above terms:

Mary Hewitt

(sign & date)

(Kit & Faye & Carol)



## *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

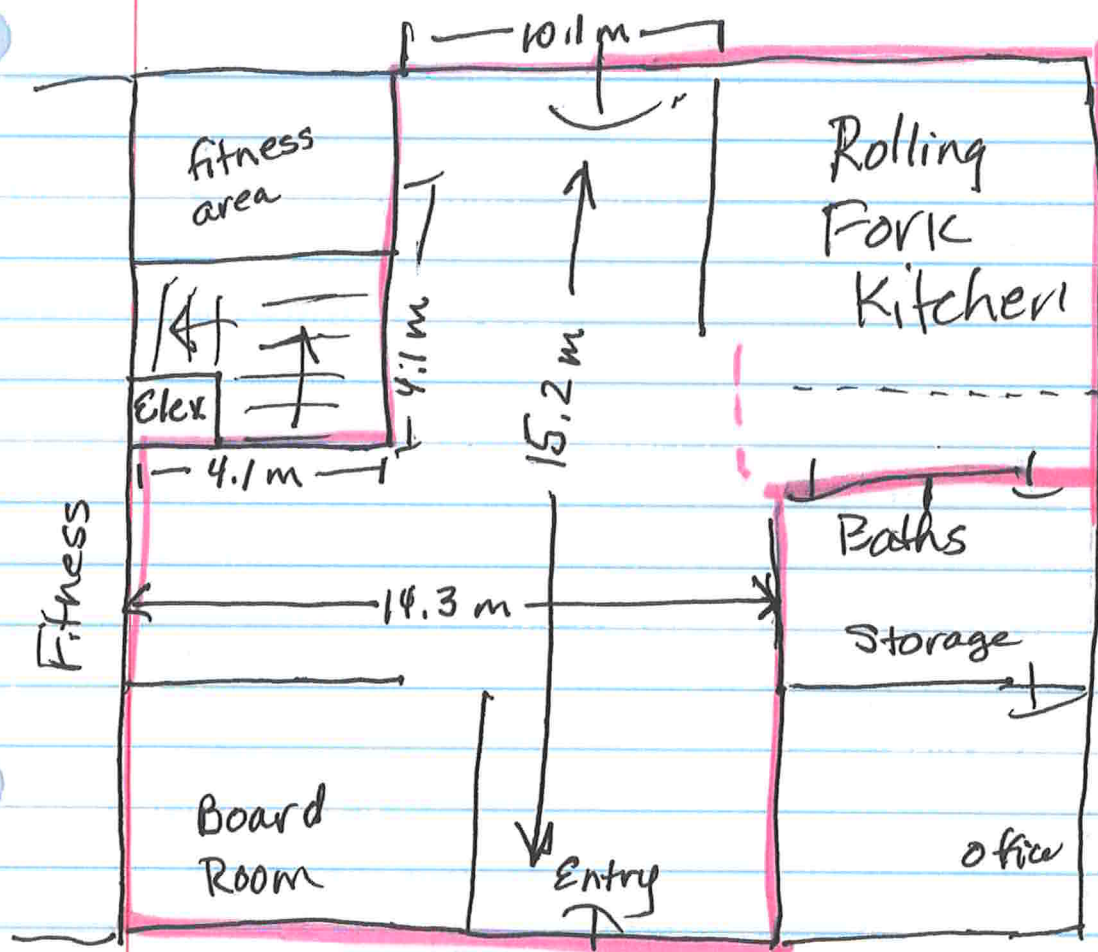
Nancy Carlson  
2780 Co Rd 113  
Carbondale, CO 81623-9651

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  
Director of Finance/Treasurer





Town of New Castle  
450 West Main Street  
PO Box 90  
New Castle CO 81647 970-984-2311

Receipt No: 2.127597 Oct 13, 2023

PEO SEL

Previous Balance: .00  
Licenses  
Liquor Licenses 50.00  
10-4010-260  
Liquor Licenses

Total: 50.00

Check  
Check No: 1949 50.00  
Total Applied: 50.00

Change Tendered: .00

10/13/2023 9:45 AM

Mary and Marty Gervais  
140 Lakota Dr  
New Castle, CO 81647  
(970) 470-3678

1949  
82-7458/3070

10/4/23  
Date

Pay to the  
Order of

Town of New Castle

\$ 50<sup>00</sup>

Fifty & 00/100

Dollars

Security features  
included.  
Details on back.

ELEVATIONS CREDIT UNION

For PEO license

Mary Gervais

⑆307074580⑆1008000017867⑈01949



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**Memorandum**

**To:** Mayor & Council  
**From:** Dave Reynolds  
**Re:** Agenda Item: Discussion of Town Event Funding  
**Date:** 10/17/23

**Purpose:**

The purpose of this agenda item is to review funding for the Rides & Reggae event and provide recent expense and income information for the Dirty Hog Dash and Burning Mountain Festival.

<b>Burning Mtn Festival 2022</b>	<b>Expenses Description</b>	<b><u>Total Expenses</u></b>
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<b>Total Event Expenses</b>		\$16,613.59
<b>Total Event Revenue</b>		\$15,450.00
<b>Total Cost</b>		<b>\$1,163.59</b>

## Expenses

<b><u>Bands</u></b>		
Joey Ball		700.00
Ralph Donnen		1,400.00
Logan Fletcher		400.00
Andrea Ware		800.00
Don Werner		1,200.00
<b>Total</b>		<b>\$4,500.00</b>
<b><u>Security</u></b>		
Citadel Security		1,674.54
<b>Total</b>		<b>\$1,674.54</b>
<b><u>T-Shirts</u></b>		
Williams Tribe	T-Shirts	1,145.00
Kelley Cox	Reimbursement for shirts	280.00
<b>Total</b>		<b>\$1,425.00</b>
<b><u>Parade</u></b>		
Microplastics	ribbon base	10.50
Hogback Pizza Gift Cards	Grand Marshall	110.00
Lakota Links	Narrator Gifts	200.00
Wal Mart	more ribbon to add to other ribbon	29.42
Valley Lumbe	Chalk to line school/parade set up	32.97
Jean's Printing	Grand Marshall Banner	70.00
A-1 Traffic Control	100 cones / barricades for Main Street	492.00
<b>Total</b>		<b>\$944.89</b>

<b><u>Beverages</u></b>		
NC Liquors	Beer Garden	1,983.03
Spirits	Beer Garden	1,128.08
Wal Mart	Beer Tent Supplies	109.06
Amazon	beer bottle openers	52.80
City Market	Ice	199.50
<b>Total</b>		<b>\$3,472.47</b>
<b><u>Car Show</u></b>		
Micro Plastics	Dash Plaques	432.63
<b>Total</b>		<b>\$432.63</b>
<b><u>MISC Supplies</u></b>		
Wal Mart	Rec Supplies	267.92
Amazon	Rec Supplies	136.85
City Market	water for staff	34.00
Dunkin Donuts	donuts and coffee for staff and volunteers	75.29
		<b>\$514.06</b>
<b><u>Sound and Lights</u></b>		
Two Rivers Production	BMF	<b>\$3,650.00</b>

**Total Expense**

**\$16,613.59**

<b>Revenue Description</b>	<b><u>Revenue Amount</u></b>
<b><u>Vendor Fees</u></b>	
Coleen Canning	100.00
Capitol Deli	100.00
Cathryne Schmiz	100.00
Western Slope Pilates	100.00
Leland	100.00
Lost in Space	100.00
Van De Veer	100.00
The Wandering 1	100.00
Minisa Pyro	100.00
Kettle Corn	200.00
TaTacos	100.00
Rolling Fork	200.00
State Farm	100.00

River Center	100.00
Hogback Farm LLC	100.00
<b>Total</b>	<b>\$1,700.00</b>
<b><u>T-Shirts</u></b>	
Sales	1,160.00
<b>Total</b>	<b>\$1,160.00</b>
<b><u>Sponsorships</u></b>	
New Castle Chamber	250.00
Hogback Pizza	500.00
Alpine Bank	1,500.00
Bay Equity	250.00
State Farm Insurance	500.00
Schmueser Gordon Meyer	1,000.00
Grand River Hospital	250.00
<b>Total</b>	<b>\$4,250.00</b>
<b><u>Beer Garden</u></b>	
Cash Ticket Sales	5,340.00
Square Reader Saels	3,000.00
<b>Total</b>	<b>\$8,340.00</b>

<b>Total Revenue</b>	<b>\$</b>	<b>15,450.00</b>
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Chili Cook-Off and Mac & Cheese Competition 2022	Description	Total
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Total Event Revenue		\$4,125.00
Total Event Expenses		\$1,493.99
Total Event Profit		\$2,631.01

## Expenses

Amazon	Supplies	\$225.72
Mountain Waste	Porta Jon	\$200.00
City Market	Tree lighting supplies	\$53.92
Sinclair	Propane for heaters	\$45.35
Microplastics	Medals	\$19.00
Two Rivers Productions	Sound System	\$450.00
Cash Prizes		\$500.00

Total Expenses		\$1,493.99
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## Revenues

Square	Ticket Sales - In Person	\$1,090.00
Cash Sales	Tickets and Beer Ticket Sales	\$2,570.00
Entry Fees	Chili & Mac Competition	\$465.00
Total Revenue		\$4,125.00

<b>Dirty Hog Dash 2022</b>	<b>Description</b>	<b><u>Total</u></b>
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<b>Total Event Revenues</b>		<b>\$10,337.00</b>
<b>Total Event Expenses</b>		<b>\$13,293.18</b>
<b>Total Event Cost</b>		<b>-\$2,956.18</b>

## Expenses

Store	Items	Total
Lowes	Paint and Supplies	\$144.07
	new obstacle supplies	\$411.12
	Paint and Supplies	\$92.65
	misc	\$46.47
	paint and misc	\$91.02
	lumber	\$441.33
Hy-Way Feed	Straw and Mud	\$512.50
	wood stakes for pit	\$20.71
New Castle Gardens	Top Soil for Mud	\$607.60
	more top soil	\$379.75
Wholesale Socks	Noodles for course	\$76.43
Amazon	Climbing holds	\$44.99
	supplies	\$118.93
Big Johns	mounting hardware and sand	\$40.99
City of Glenwood Springs	Climbing holds	\$154.50
Sticker Giant	DHD Stickers	\$325.82
Direct Supplies		\$139.78
Foam Daddy	Foam for DHD	\$544.00
Wayfiar	Splash Pads	\$486.85
Williams Tribe	T-Shirts	\$2,000.00
	T-Shirts	\$1,767.00
Crown Trophy	DHD Awards	\$1,061.00
Suddora	Headbands	\$1,312.74
Amazon	Color Powder	\$219.98
NCSI SportsEngine, Inc	background check	\$17.50
Mountain Waste	waste receptacle	\$1,040.00
Walmart	tote boxes	\$19.45
Chameleon Colors	Supplies	\$328.68
dunkin Donuts	staff	\$36.62

Facebook	ads	\$24.00
City Market	drinks	\$36.70
Two Rivers Productions	sound system	\$750.00

<b>Total Expenses</b>		<b>\$13,293.18</b>
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## Revenues

Sponsorships/Donations	Grand River Hospital District	\$500.00
	Debbie Anne Moeller	\$500.00
	Bonnie Daniels	\$250.00
	Trailhead Chiropractic	\$2,000.00
	Grand River Health	\$500.00
	Chamber of Commerce	\$250.00
	Western Slope Pilates	\$500.00
	AG Flooring	\$500.00
	Alpine Bank	\$2,000.00
		\$7,000.00
Ticket Sales		\$1,130.00
		\$523.00
		\$1,354.00
		\$330.00
		\$3,337.00

<b>Total Revenue</b>		<b>\$10,337.00</b>
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Burning Mtn Festival 2023	Description	Total
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## Expenses

<b><u>Bands</u></b>		
Mitt Spicy		\$ 1,200.00
Wisky Stomp		\$ 1,400.00
Basement Brothers		\$ 900.00
Dustin Elliot		\$ 1,200.00
A Band Called Alexis		\$ 2,000.00
Total		\$ 6,700.00
<b><u>Security</u></b>		
Citadel Security		
Total		\$ -
<b><u>T-Shirts</u></b>		
Williams Tribe	T-Shirts	
Total		\$ -
<b><u>Parade</u></b>		
Microplastics	Ribbons Parade Winners	\$ 123.28
Dollar General	Frames for Parade Awards	\$ 19.24
	rope to hang banner at beer garden	\$ 3.47
An Exquisite Design	Grand Marshal Gifts: Flowers, Gift Basket, Sashes	\$ 143.50
Glenwood Hot Springs Pool and Club	Narrator & Nat'l Anthem Gifts	\$ 234.00
Wal Mart	Gift Bags for Gifts	\$ 11.84
Valley Lumbe	Chalk to line school/parade set up	\$ 32.97
Jean's Printing	Grand Marshall Banner	\$ 114.49
Total		\$ 682.79
<b><u>Beverages</u></b>		



Sales		
<b>Total</b>		
<b><u>Sponsorships</u></b>		
New Castle Chamber		
Hogback Pizza		
Alpine Bank		
Bay Equity		
State Farm Insurance		
Schmueser Gordon Meyer		
Grand River Hospital		
<b>Total</b>		\$ -
<b><u>Beer Garden</u></b>		
Cash Ticket Sales		
Square Reader Saels		
<b>Total</b>		\$ -
<b>Total Expenses</b>		\$ 8,024.68
<b>Total Revenues</b>		\$ -
<b>Total Expense</b>		<b>\$ 8,024.68</b>

<b>Dirty Hog Dash 2023</b>	<b>Description</b>	<b><u>Total</u></b>
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<b>Total Expenses</b>		<b>\$6,913.15</b>
<b>Total Revenues</b>		<b>\$9,003.00</b>
<b>Total Profits</b>		<b>\$2,089.85</b>

## Expenses

<b><u>Store</u></b>	<b><u>Items</u></b>	<b><u>Total</u></b>
Promo Direct	Back Packs	\$761.10
Foam Daddy	Foam	\$436.00
Chameleon Chalk	Chalk Packets	\$399.96
Amazon	Ribbons	\$15.99
	foam solution	\$194.50
	concessions	\$196.15
Williams Tribe	t-shirts	\$2,087.00
Suddora	headbands	\$1,544.40
Feather Flag Poles	bags	\$243.61
Lowes	supplies	\$40.84
	tarp	\$273.60
Mountain Waste	waste receptales	\$720.00

<b>Total Expenses</b>		<b>\$6,913.15</b>
-----------------------	--	-------------------

## Revenues

<b>Sponsorships/Donations</b>	Grand River Hospital District	\$250.00
	ABA Services of Colorado	\$285.00
	Bonnie Daniels	\$250.00
	Property Shop	\$250.00
	Trailhead Chiropractic	\$3,000.00
	SGM	\$500.00
	AG Flooring	\$250.00
	Alpine Bank	\$2,000.00

<b>Total</b>		<b>\$6,785.00</b>
--------------	--	-------------------

<b>Ticket and Vendor Fee Sales</b>		<b>\$575.00</b>
		<b>\$725.00</b>
		<b>\$918.00</b>
<b>Total</b>		<b>\$2,218.00</b>

**Total Revenues** **\$9,003.00**

**2022 Rides and Reggae Cost Worksheet**

Band & Agent										Town of New Castle										NOTES	Total Expenses
Band Name	W-9 Complete?	Contract Signed?	Band Agent Name	W-9 Complete?	Check #	Deposit Due Date & Entity to be Paid	Full Payment Due Date	Date Deposit Mailed	Deposit Amount	Contract Signed?	Additional Terms Signed?	Hotel Buyout	Second Payment	Amount Due on Site & Check #	Day of Show Payment, Entity and Chk #						
Ballyhoo!	Yes	Yes	Mint Talent Group	Yes	CHK # 53522	2/4/2022 Mint Talent Agency	8/5/2022	2/25/2022	\$ 3,750.00	Yes	Yes	\$ 600.00	\$ 3,750.00	\$ 4,350.00	Ballyhoo!		\$ 8,100.00				
The Hip Abduction	Yes	Yes	Partisan Arts, Inc	Yes	CHK # 8384	3/2/22 Partisan	8/5/2022	3/8/2022	\$ 2,000.00	Yes	Yes	\$ 300.00	\$ 2,000.00	\$ 2,300.00	The Hip Abduction		\$ 4,300.00				
Kash'd Out	Yes	Yes	Alpine Partners	Yes	CHK # 399	2/25/2022 Alpine Partners	8/5/2022	3/7/2022	\$ 1,750.00	Yes	Yes	\$ 300.00	\$ 1,750.00	\$ 2,050.00	Kash'd Out	REFUNDED \$3000, \$750 deposit went to	\$ 3,800.00				
Cancelled: Passafire	Yes	Yes	Mint Talent Group	Yes	CHK #53957	3/11/2022 Mint Talent Agency	8/5/2022	5/13/2022	\$ 3,750.00	Yes	Yes	\$ -	\$ -	n/a	Passafire		\$ -				
Shwayze		Yes	Mint Talent Group	Yes	n/a	deposit paid from Passafire refund \$750	8/5/2022	n/a	\$ 750.00			300	\$ 750.00	\$ 1,050.00	Shwayze		\$ 1,800.00				
Total:																	\$ 18,000.00				
Security																					
Citadel		Yes			CHK # 54138		Upon Receipt	7/8/2022	0	Yes			0				\$ 1,586.00				
Total																	\$ 1,586.00				
Rentals																					
Premiere Party Rental	Yes	Yes	N/A		CHK # 53600		PD in Full \$1924.28	2/17/2022	0	Yes			\$ -		\$ -		\$ 1,924.28				
Signature Event Rental	Yes	Yes			CHK # 53797	7/28/2022	7/28/2022	3/25/2022	\$ 1,412.20	Yes			\$ 1,412.19				\$ 2,824.39				
Signature Event Rental					CHK #54356								\$ 483.74				\$ 483.74				
Signature Event Rental					CHK # 54428								\$ 95.87				\$ 95.87				
Total																	\$ 5,328.28				
Swag/Shirts																					
Specialty Incentives: Shirts																	\$ 2,015.87				
Specialty Incentives: Koosies																	\$ 270.36				
Specialty Incentives: Cups																	\$ 849.47				
Total					CHK # 54429												\$ 3,135.70				
Photography																					
Charles Ingiebert Photography					CHK # 54387												\$ 1,500.00				
Total																	\$ 1,500.00				
Beverages																					
Southern Glazer's of CO					CHK # 54357												\$ 1,109.20				
Mountain Beverage					CHK # 54420												\$ 4,010.20				
Total																	\$ 6,019.40				
BLM																					
Permit Fees					CHK # 54399												\$ 738.00				
																	\$ 738.00				
Trash Services																					
Mountain Waste*																	\$ 3,770.00				
Sound and Lights																					
Two Rivers Production																	\$ 6,078.82				
Total Expenses																	\$ 46,156.20				

Total Hotel Buyout:  
\$1,500.00

\* paid by RFMBA

sent to RFMBA to pay directly



2023 Rides and Reggae	W-9 Complete	Contract Signed?	Band Agent Name	W-9 Complete?	Full Payment Amount	Deposit Due Date & Entity to be Paid	Check #	Deposit Amount	Date Deposit Mailed	Contract Signed?	Additional Terms Signed?	Hotel Buyout	Final Payment Due Date	Final Payment Amount	Check #	Date Final Payment Mailed	NOTES	Total Expenses
<b>Band &amp; Agent</b>																		
The Hip Abduction	Yes	Yes	Parlisan Arts	Yes	\$ 7,000.00	Parlisan Arts	55211	\$ 3,500.00	2/16/2023	Yes	Yes	\$ 300.00	8/5/2023	\$ 3,500.00	55894	7/20/2023	Graham P/U on 7/20	\$ 7,300.00
Satsang	Yes	Yes	New Frontier	Yes	\$ 7,000.00	New Frontier	55135	\$ 3,500.00	2/6/2023	Yes	Yes	\$ 300.00	8/5/2023	\$ 3,500.00	55887	7/20/2023		\$ 7,300.00
Arise Roots	Yes	Yes	MINT Talent Group	Yes	\$ 5,000.00	Mint Talent Group	55209	\$ 2,500.00	3/7/2023	Yes	Yes	\$ 300.00	8/5/2023	\$ 2,500.00	55841	7/20/2023		\$ 5,300.00
The Lil Smokies	Yes	Yes	Crossover Touring	Yes	\$ 10,000.00	Crossover Touring	55197	\$ 5,000.00	2/21/2023	Yes	Yes	\$ 300.00	8/5/2023	\$ 5,000.00	55895	7/20/2023		\$ 10,300.00
Mighty Mystic	Yes	Yes	n/a	Yes	\$ 1,250.00	N/A	N/A			Yes	Yes	\$ 250.00	8/4/2023	\$ 1,250.00	55875	7/20/2023		\$ 1,250.00
Vana Liya	Yes	Yes	Sweetwine Entertainment	Yes	\$ 750.00	sweetwine	55714	\$ 375.00	6/9/2023	Yes	Yes	N/A	8/5/2023	\$ 375.00	55882	7/20/2023		\$ 750.00
Total:																		\$ 32,200.00
<b>Security</b>																		
Citadel Security	Yes				\$ 2,304.00		55978	\$ 2,304.00	8/18/2023									\$ 2,304.00
Total																		\$ 2,304.00
<b>Rentals</b>																		
Premiere Party Rental	Yes	Yes	N/A	Yes	\$ 2,422.11		55045	\$ 1,211.06	1/20/2023	Yes			7/28/2023	\$ 1,211.05	55820	7/6/2023		\$ 2,422.11
Signature Event Rental	Yes	Yes	N/A	Yes	\$ 3,623.20		55049	\$ 1,811.60	1/20/2023	Yes			7/27/2023	\$ 1,811.60	55824	7/6/2023		\$ 3,623.20
Total																		\$ 6,045.31
<b>Swag/Shirts</b>																		
Specialty Incentives					\$ 3,039.20		56017		8/18/2023								T-Shirts	\$ 3,039.02
Specialty Incentives					\$ 888.28		56017		8/19/2023								Cooler Bags	\$ 888.28
Total																		\$ 3,927.30
<b>Photography</b>																		
N/A																		
Total																		\$ -
<b>Beverages</b>																		
Mountain Beverage					\$ 3,810.45		56006		8/19/2023									\$ 3,810.45
Colorado Craft Distributors					\$ 1,268.00		59982		8/19/2023									\$ 1,268.00
Southern Glazer's of CO					\$ 560.92													\$ 560.92
Total																		\$ 5,639.37
<b>BLM</b>																		
Permit Fees					\$ 115.00		55858		7/20/2023							7/20/2023		\$ 115.00
Final Permit Fees					\$ 998.00		56049		9/1/2023									\$ 998.00
Total																		\$ 1,113.00
<b>Banners</b>																		
Cloud 9					\$ 1,707.50		55924		8/4/2023									\$ 1,707.50
Total																		\$ 1,707.50
<b>Trash Services</b>																		
Mountain Waste	Yes				\$ 4,000.00		55878		8/4/2023				8/6/2023	\$ 4,000.00		7/21/2023		\$ 4,000.00
<b>Sound and Lights</b>																		
Two Rivers Production					\$ 4,725.00		56069		9/1/2023									\$ 4,725.00
Total Expenses																		\$ 61,661.48

Total Hotel Buyout Total: \$ 1,450.00

96	<b>R&amp;R Event + NCT Fund Financials. (DRAFT... SOME OF BELOW NEEDS UPDATES)</b>			
97			<b>2022 Actual</b>	<b>2023 Projected</b>
98	ToNC Event Support		\$20,000.00	\$20,000.00
99	Event Sponsor Income		\$40,350.00	\$59,765.00
100	Event Income		\$39,335.47	\$54,499.37
101	Misc. Income			\$0.00
102	Event Income Total		\$99,685.47	\$134,264.37
103				
104	Event Expenses		\$63,056.20	\$55,088.76
105	Reimbursed Expenses		\$1,684.84	\$0.00
106	Expense Total		\$64,741.04	\$55,088.76
107				
108	Event PROFIT/LOSS		\$34,944.43	\$79,175.61



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

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

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**To:** Town Council

**From:** Paul Smith

**Re:** Council – Hear and provide comment on the proposed Nutrient Farm development proposal which lies within New Castle’s Urban Growth Boundary

**Date:** 10/17/2023

**Purpose:**

Garfield County has requested referral comment on the proposed Nutrient Farm development east of New Castle town limits along County Road 335 (See “Vicinity Map” below). Garfield County and the town of New Castle share a commitment to intergovernmental cooperation in development within the country proper, but in the vicinity of the Town’s Urban Growth Boundary (UGB below). Both agencies realize land use within this area can greatly affect the local community and find it therefore necessary to solicit comment from those potentially affected.

The Nutrient Farm development proposal is actually made up of three applications:

- Coal Ridge PUD Amendment/Revocation – revokes the current Coal Ridge PUD focused on mining;
- Riverbend PUD Amendment – integrates the remaining, undeveloped portions of the existing Riverbend PUD into the Nutrient Farms PUD;
- Nutrient Farms PUD – proposes new land use comprised of an experiential working farm with related agricultural, residential, recreational and commercial activities;

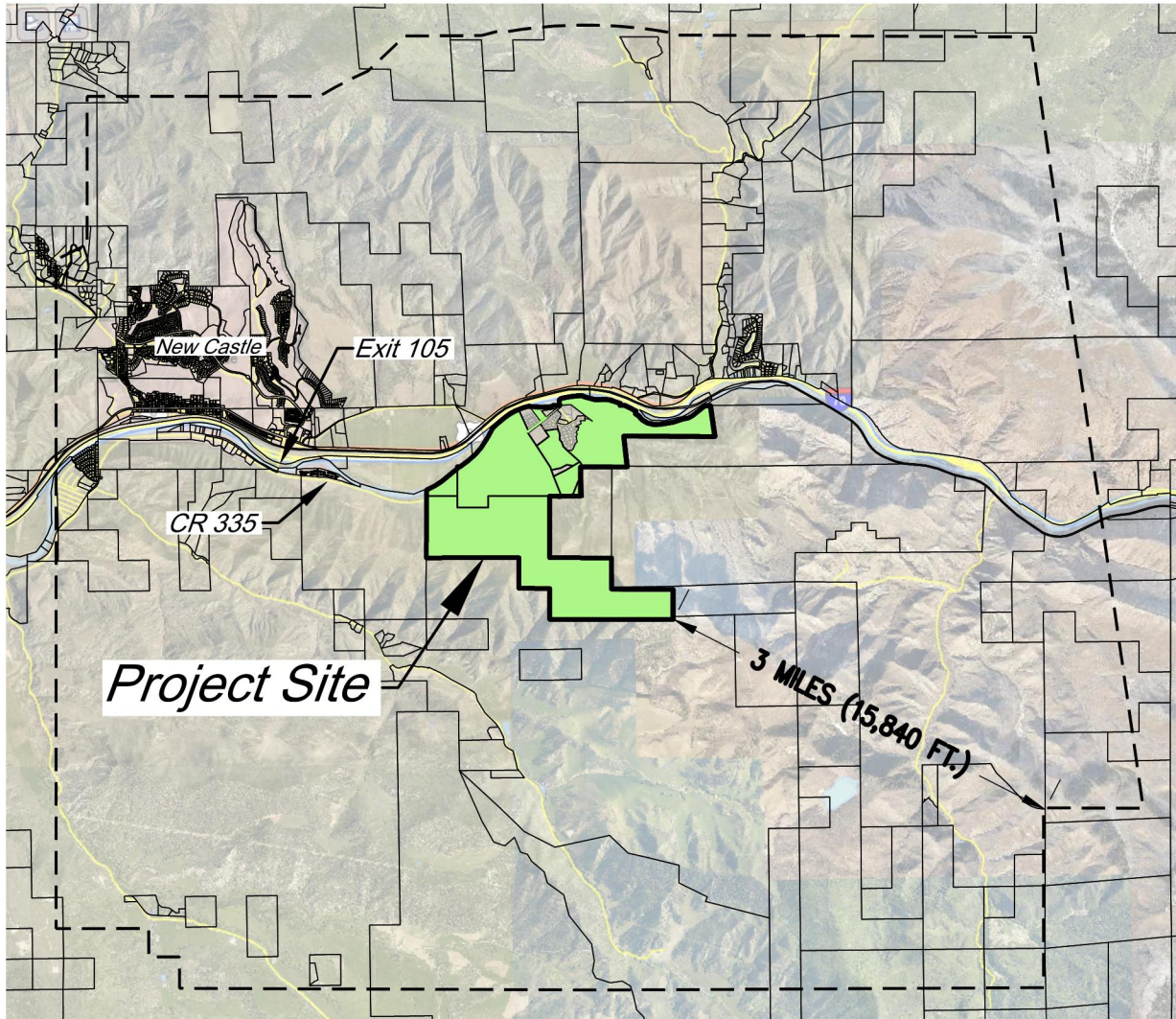
Andy Bruno (property owner and developer) and his team are here tonight to present their vision for the PUD. To be sure, Council is not approving anything related to the applications. However, the county will want to hear any concerns, recommendations, or commendations in context with New Castle’s Comprehensive Plan (See “Rural Low Density” design characteristics below). Comments will be compiled by Staff and forwarded to Garfield County for their consideration.

Thank you,  
Paul



# - Vicinity Map -

Not to Scale



\\\\sgmfile1\\projects\\2018-271-RiverbendRch\\002-PUDAmendment\\H-Dwgs\\Surv\\Dwgs\\BaseMaps\\ExistingRiverbendPUD\_Map.dwg



118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 www.sgm-inc.com

Nutrient Farm PUD  
Garfield County, Colorado

Job No.	2018-271.002
Drawn by:	AO
Date:	1/6/2023
Approved:	TB
File:	ExistingRiverbendPUD_Map

Vicinity Map

Page No.

1

of 1

## **NUTRIENT FARM PLANNED UNIT DEVELOPMENT**

### **Overview of the Request**

Nutrient Farm is located to the south and west of the Colorado River and backs up to the steep slopes of the Coal Ridge and nearby Bureau of Land Management (BLM) lands. County Road (CR) 335 (Colorado River Road) bisects the property, and pockets of residential subdivisions are located adjacent to it. The property is currently governed by the terms of the Riverbend Planned Unit Development (PUD) and the Coal Ridge PUD.

Nutrient Holdings LLC, the Owner/Developer, has requested approval from Garfield County to establish the Nutrient Farm PUD by concurrently vacating the entirety of the existing Coal Ridge PUD and amending the remaining unsubdivided portions of the Riverbend PUD. (No properties outside the Nutrient Farm land area, such as the existing Riverbend homes, are included in these requests.) Nutrient Farm will be a working farm with agricultural, residential, and tourist-oriented educational, recreational, and commercial activities revolving around it. Right-of-way for CR 335 and easements for the LoVa Trail will be dedicated for public use in connection with the PUD request. Nutrient Holdings intends to develop the Nutrient Farm PUD as a cohesive community and has no intention of selling off any portions of it to others to develop.

### **History**

The property has been contemplated for development since the early 1970's. It is part of the larger 1,180 acre Riverbend development area and contains the remaining unsubdivided/undeveloped land within it. The original Riverbend Sketch Plan allowed for a 617 residential dwelling unit community containing an outdoor education center, riding stables, open space, pasture, and a demonstrative cattle ranch. Over time the Riverbend development area was modified and sold off to others and developed.

The original Riverbend PUD boundaries have been developed with six residential subdivisions—Riverbend Subdivision Filing Nos. 1 and 2, Riverbend Ranchettes, Cedar Ridge Subdivision, the Matthies Exemption Plat, and Riverbend Filing No. 5. In 1984, Storm King Mines received approval to modify approximately 292 acres of the undeveloped western portion of the Riverbend PUD for the Coal Ridge PUD. (Nutrient Holdings owns the entire Coal Ridge PUD area.) The Coal Ridge PUD allows for a coal mine, heavy industrial support facilities, as well as residential and agricultural uses in it. Development of the mine was to take place in nine phases with the goal of producing 2.2 million tons of coal annually. According to Assessor records and our research, there is a base minimum of 123 residential units remaining on the Nutrient Farm property in the Riverbend PUD.



The proposed Nutrient Farm PUD area encompasses and corresponds to the entire existing Coal Ridge PUD area and the remaining unsubdivided portions of the Riverbend PUD area. We see this as an opportunity to replace a rather old and incompatible PUD with a PUD that is more compatible with the surrounding development and goes back to the original agricultural and residential intent of the original Riverbend PUD.

## **Land Uses**

Nutrient Farm prioritizes healthy living and responsible stewardship of the land. Nutrient Farm will utilize organic and biodynamic agricultural practices such as avoiding all synthetic chemical pesticides, fertilizers, and transgenic contamination. Nutrient Farm will largely be a self-contained, self-sustaining ecosystem with the goal of becoming formally organic and biodynamically certified in the near future. Specific land uses and development standards have been established in the proposed Nutrient Farm PUD Guide to foster the compatible and orderly development of Nutrient Farm so that it maintains the open, natural feel of the property, and blends into the nearby residential development pattern and the natural landscape.

Accordingly, eight Development Areas (Areas) and four Private Open Space Tracts (Tracts) are planned. The Areas consist of two Working Farm areas, three residential areas, a residential/solar energy area, a recreational/entertainment area, and a commercial/industrial area. As seen on the Site Plan (attached), the heart of Nutrient Farm, and the majority of the usable land, are the Working Farm areas.

<b>Development Areas, Private Open Space Tracts and General Land Uses Summary</b>			
<b>Area/ Tract</b>	<b>Name</b>	<b>Size<sup>1</sup> (Acres)</b>	<b>General Land Uses<sup>2</sup></b>
1	Residential Subdivision (5) 0.50 acre minimum lots	5.50	Agricultural/Animal Related Uses, Agritourism Residential Uses: Dwelling Units, Single-Unit
2	Residential Subdivision (1) 35.00 acres minimum lot/ Farm House Lot	42.14	Agricultural, Agritourism, Animal Related Uses Residential Uses: Dwelling Unit, Single-Unit
3	Residential/Solar Energy Systems (10) 0.50 acre minimum lots	9.46	Agricultural/Animal Related Uses, Agritourism Residential Uses: Dwelling Units, Single-Unit Solar Energy Systems
4	Residential Subdivision (2) 0.50 acre minimum lots	1.12	Agricultural/Animal Related Uses, Agritourism Residential Uses: Dwelling Units, Single-Unit
5	Working Farm – East/Solar Energy Systems (1) 1.00 acre minimum residential lot	73.99	Agricultural/Animal Related Uses, Agritourism Commercial Uses Residential Uses: Dwelling Unit, Single-Unit, and Dwelling Units, Bunkhouse <sup>3</sup> Solar Energy Systems
6	Working Farm – West/ Solar Energy Systems (North: 54.70 Acres) (South: 142.21Acres)	196.91	Agricultural/Animal Related Uses, Agritourism Commercial Uses Residential Uses: Dwelling Units, Bunkhouse <sup>3</sup> Solar Energy Systems
7	Commercial/Industrial Park (North: 5.45 Acres)	12.31	Agricultural/Animal Related Uses, Agritourism Commercial Uses

	(South: 6.86 Acres)		Industrial Uses Residential Uses: Dwelling Units, On-Site Employee Housing <sup>3</sup>
8	Outdoor Adventure Parks (North: 6.14 Acres) (South: 168.25 Acres)	174.39	Agricultural/Animal Related Uses, Agritourism Commercial Uses Industrial Uses Public/Institutional Uses Visitor Accommodations Residential Uses: Dwelling Units, On-Site Employee Housing <sup>3</sup>
A	Private Open Space	214.63	Private Open Space
B	Private Open Space	281.19	Private Open Space
C	Private Open Space	65.40	Private Open Space
D	Private Open Space	47.54	Private Open Space
County Road 335 ROW Area		11.42	Public Right-of-Way
<b>Total Development Areas</b>		515.82	45.4% of Total PUD Area
<b>Total Private Open Space Tracts</b>		608.78	53.6% of Total PUD Area
<b>Total County Road ROW Area</b>		11.42	1.0% of Total PUD Area
<b>Total PUD Area</b>		1,136.00	100% of Total PUD Area

<sup>1</sup> The size of each Area and Tract shown is approximate.

<sup>2</sup> The indicated General Land Uses do not specify all of the individual allowed land uses. Please refer to the Nutrient Farm Land Use Table for the allowed land uses in each Area or Tract.

<sup>3</sup> Bunkhouses for seasonal and full time agricultural employees and On-Site Employee Housing units for employees of Nutrient Farm may be constructed in these Areas. These units are not inclusionary housing required by the County Land Use and Development Code (LUDC).

The Working Farm – East is located on the eastern portion of the property and will be used to primarily grow hay and raise livestock. The Working Farm – West is located in the center of the property and is planned to grow fruits, vegetables, and herbs, and has a children’s Adventure Farm that is open to the public. Agricultural, educational, recreational, and agricultural tourist related activities such as u-pick orchards, corn mazes, hay rides, restaurant, greenhouse, Farm Store, agricultural processing buildings, tours, and solar energy systems are planned. These uses will blend into the functional farm operations. The restaurant will serve healthy products grown and raised on Nutrient Farm and other local sources and will be built near the Colorado River. Food, farm tours, and seasonal themed events such as a u-pick pumpkin patch and Halloween activities will take place here too.

In terms of residential planning, up to 18 new residential lots will be disbursed to the north and east of the western Working Farm. (The existing Farm House is not included in the 18 new lot count.) The new residential lots and their future homes will be comparable in planning, size, and scale to the existing Riverbend lots and homes. To that extent, two residential subdivisions are planned adjacent to CR 335, parallel to the Colorado River, near Riverbend Filing No. 5—one to the east and one to the west. Up to ten new single-family lots are proposed to the west of Riverbend Filing No. 5, and five new single-family lots are proposed to the east between Riverbend Filing No. 5 and the Riverbend Ranchettes. Two new single-family home sites are planned near the Working Farm – East, adjacent to Riverbend Drive, and one single-family home site will be located in the Working Farm – East, itself. The new homes are planned to be served by Riverbend Water

and Sewer Company (RWSC) facilities, subject to formal inclusion and commitment at the time of lot subdivision. (A Will Serve Letter has been provided by the RWSC.)

To the west and south of the Working Farm – West, we envision commercial/business uses, outdoor recreational activities, a music/entertainment area, campground, lodging facilities, and a Health and Wellness Retreat. The Health and Wellness Retreat will offer a variety of holistic, multi-disciplinary health services and activities. We seek to eliminate the existing approved heavy industrial uses contemplated in the Coal Ridge PUD and replace them with commercial and a few more intensive uses which are truly not industrial but rather associated with the agricultural operation, if any, such as a contractor's yard, and a storage and sewage treatment facility supporting Nutrient Farm.

Crucially, the LoVa Trail will run east to west through Nutrient Farm along CR 335 and then within a 25 foot wide easement to the east across the Colorado River. Numerous private recreational trails and walkways are planned throughout the property. An 80 foot right-of-way for CR 335 will be dedicated to the County for public use. (There is no record of its formal dedication to the County for public use on the property. Most likely, since the Riverbend PUD was never fully developed and subdivided, the CR 335 portion within Nutrient Farm was never dedicated to the County.) Additional public rights-of-way and private roads will be constructed off of CR 335 to access the future residential subdivisions and various areas of Nutrient Farm.

No County or municipal water or wastewater services are sought. Water and wastewater will be provided to the land uses within Nutrient Farm via a variety of means including connection to the existing RWSC facilities for the new residential homes. Existing appurtenant water rights will provide water from the Vulcan Ditch, Coal Ridge Pump and Pipeline, and associated Coal Ridge Reservoir, which will be used for the other indoor and outdoor uses in the rest of the Development Areas. As the non-residential uses are widely dispersed across the vast western portion of the property, multiple on-site potable water treatment systems and On-Site Wastewater Treatment Systems (OWTS) will be constructed on the property. A State regulated "public water system" will be created in advance of any development with public use above the various triggering thresholds.

Nutrient Farm will be a predominantly self-contained community that provides its own food, infrastructure, and energy facilities as much as possible. Specifically, Solar Energy Systems, including solar electric and/or thermal energy systems, are planned on the northern portion of Development Area 6 and Development Area 3 to maximize their solar orientation and efficiency. (Out of the shadow of the mountains.) A solar energy system may also potentially be constructed in Development Area 5, if needed.

Development will be limited to the valley floor, while the steeper, more visible slopes backing up to the mountains will be designated as private open space—thereby preserving the scenic views and serving as backdrop for the valley floor.

## **Phasing**

Development of the Nutrient Farm property is planned to take place in three phases over approximately nine years. The primary focus of Nutrient Farm is the Working Farm areas—and all of the Agricultural and Animal Related Uses and accessory activities related to them. Nutrient Farm is planned to be developed in the following three phases:

Area	Name/Use	Phase 1			Phase 2			Phase 3		
		2023	2024	2025	2026	2027	2028	2029	2030	2031
1	Residential Subdivision (5 Lots)				X	X	X	X	X	X
2	Residential Subdivision (1 Lot)		X	X						
3	Residential Subdivision (10 Lots)/Solar Energy Systems		X	X	X	X	X	X	X	X
4	Residential Subdivision (2 Lots)				X	X	X	X	X	X
5	Working Farm – East/Solar Energy Systems (1 Residential Lot)	X	X	X	X	X	X			
6	Working Farm – West/Solar Energy Systems	X	X	X	X	X	X	X	X	X
7	Commercial/Industrial Park				X	X	X	X	X	X
8	Outdoor Adventure Parks		X	X	X	X	X	X	X	X

## **Town of New Castle Comprehensive Plan**

According to the Town of New Castle Comprehensive Plan’s Future Land Use Map, the Town’s Urban Growth Boundary (UGB) cuts through the center of the Nutrient Farm property so that the eastern portion of Nutrient Farm is located outside of it, and its western portion—Area 6/Working Farm – West, Area 7/Commercial/Industrial Park, and Area 8/Outdoor Adventure Parks—is located just within the outer reaches of that mapped area.

The Future Land Use Map labels the entire property, inside and outside of the UGB, as Rural Low Density. Rural Low Density is characterized by *Large lot single-family, working ranches/farms, ranchettes, open pastures and rural qualities...* with net densities of 10 or more acres per dwelling unit.

Page 40 of the Comprehensive Plan seems to indicate that this Rural Low Density designation was intended for those areas outside of the urban growth boundary—not necessarily inside it:

*These lands are situated in unincorporated Garfield County outside the urban growth boundary shown on the Future Land Use Map. Primary land-use jurisdiction lies with Garfield County. These rural areas represent the open lands that extend beyond the feathered urban edge. It is intended that these areas will remain low density and rural*

*to minimize service demands. Higher residential densities are inappropriate in this area and should be directed to urban areas where municipal services and utilities can cost-effectively support density. (Emphasis added with underline.)*

Directly abutting the north-western portion of the property, across the Colorado River, is land designated as a Planned Urban Center surrounding a Business Campus. Per the Comprehensive Plan, a wide variety of uses are called for in these areas—retail, services, restaurants, hotels, entertainment, civic functions, residential, light manufacturing, publishing, research/development, and compatible trades, artist studios, light industrial activities, and wholesale activities. These areas are to be accessed via CR 335 and the construction of a new bridge.

There are several key takeaways from this consideration of the Nutrient Farm proposal in light of the Town's key growth and Comprehensive Plan. First, there are few residences in any of the areas that are just within the Town's UGB. The chief thrust of the uses in this area are all primarily associated with agriculture. As noted, the goal of Nutrient Farm, and all the subsidiary uses and activities associated therewith, is to provide an experiential biodynamic farm—one where the experiences and activities offered at Nutrient Farm, including camping, wellness, art and culture, are tied to the farm, the land, and the community. In this light, we do feel Nutrient Farm, and its development pattern, is a very natural, complementary transition to the Town's vision for the vicinity.

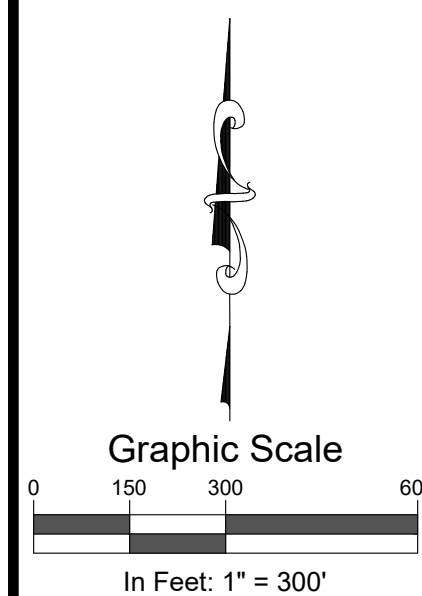
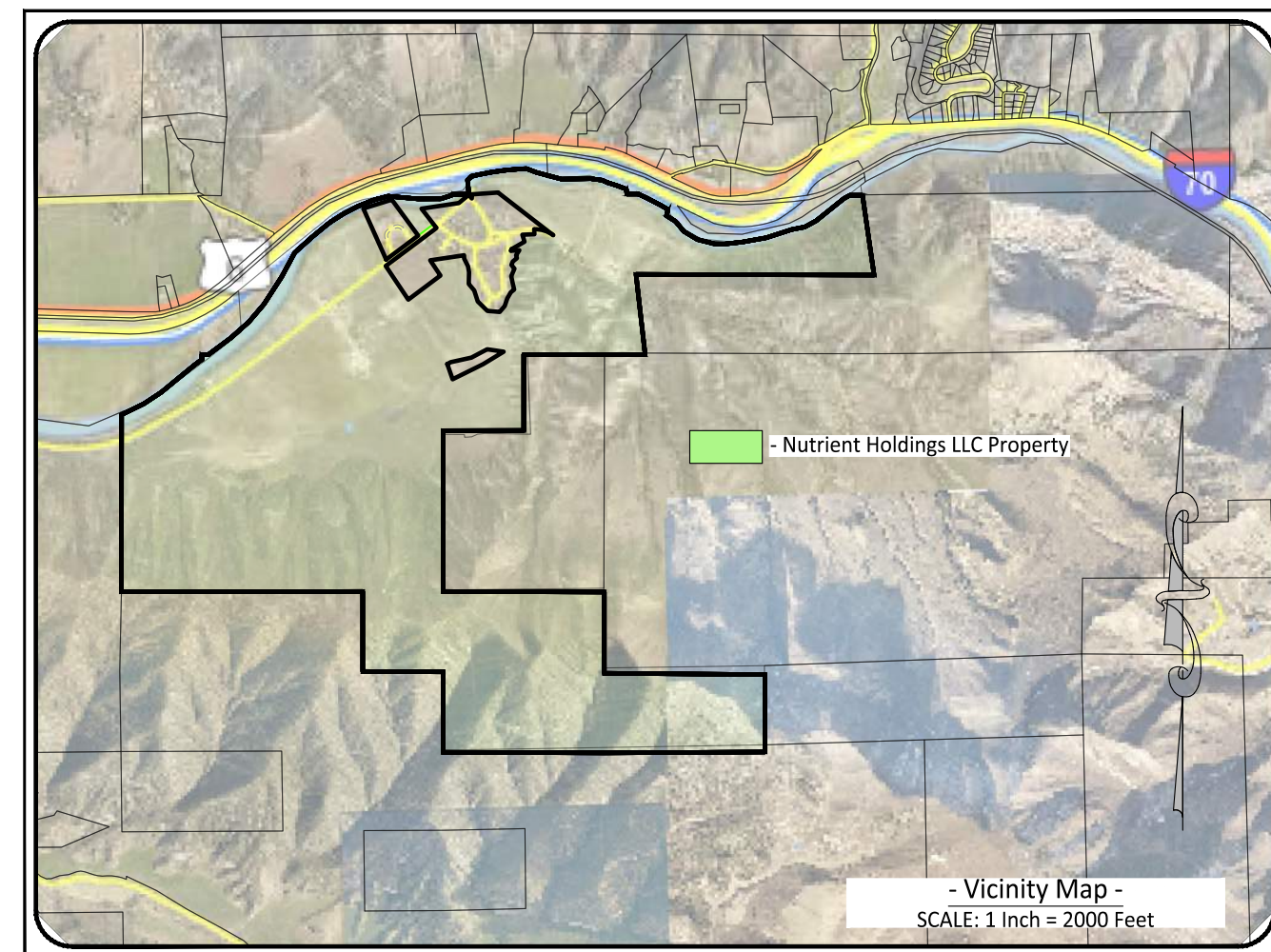
We believe that Nutrient Farm, by its very nature, aptly meets the vision of the Comprehensive Plan and is quite seamlessly compatible with the adjacent land use designations of the Comprehensive Plan. The majority of the flat land will be the Working Farms – East and West which total approximately 271 acres (about 24% of the entire property) and another approximately 609 acres is designated as open space (approximately 54% of the property). Area 6/Working Farm – West is approximately 197 acres and makes up the majority of the property within the UGB. We also note that Area 7/Commercial Industrial Park and Area 8/Adventure Park on the north-western portion of the property adjacent to the Colorado River abut the Planned Urban Center/Business Campus. These uses are smaller in scale yet still similar and compatible with those uses called for in the Comprehensive Plan for the Town on the other side of the River. Development then feathers away to the central western Working Farm on the property.

Ultimately, Nutrient Farm is quite complementary and compatible in nature, scale, and intensity with the surrounding land uses and the natural landscape. It provides a great transition from the higher intensity of the Town to the more rural zones as we move further and further away from the Town's core. The Nutrient Farm area has been contemplated for construction since 1973 and zoned for agricultural, residential, commercial, mining, and heavy industrial activities with the existing Riverbend and Coal Ridge PUDs.

Our goal is to drastically ratchet down this antiquated, previously zoned industrial type intensity and bring the character of the land back to its agricultural roots. We believe the 18 new residential lots and enclosed and open-air uses are rather modest in relation to the size of the roughly 1,136

acre property, and the very intensive scope of presently allowed uses on the property, including up to hundreds of units of density. Nutrient Farm will help preserve agricultural land and the rural mountain character of the Colorado River Valley and bring back the original agricultural and low intensity, local oriented residential intent of the Riverbend PUD. Our proposal will be a benefit to the community as it is much more compatible, sensitive, and less intense than which is currently allowed.





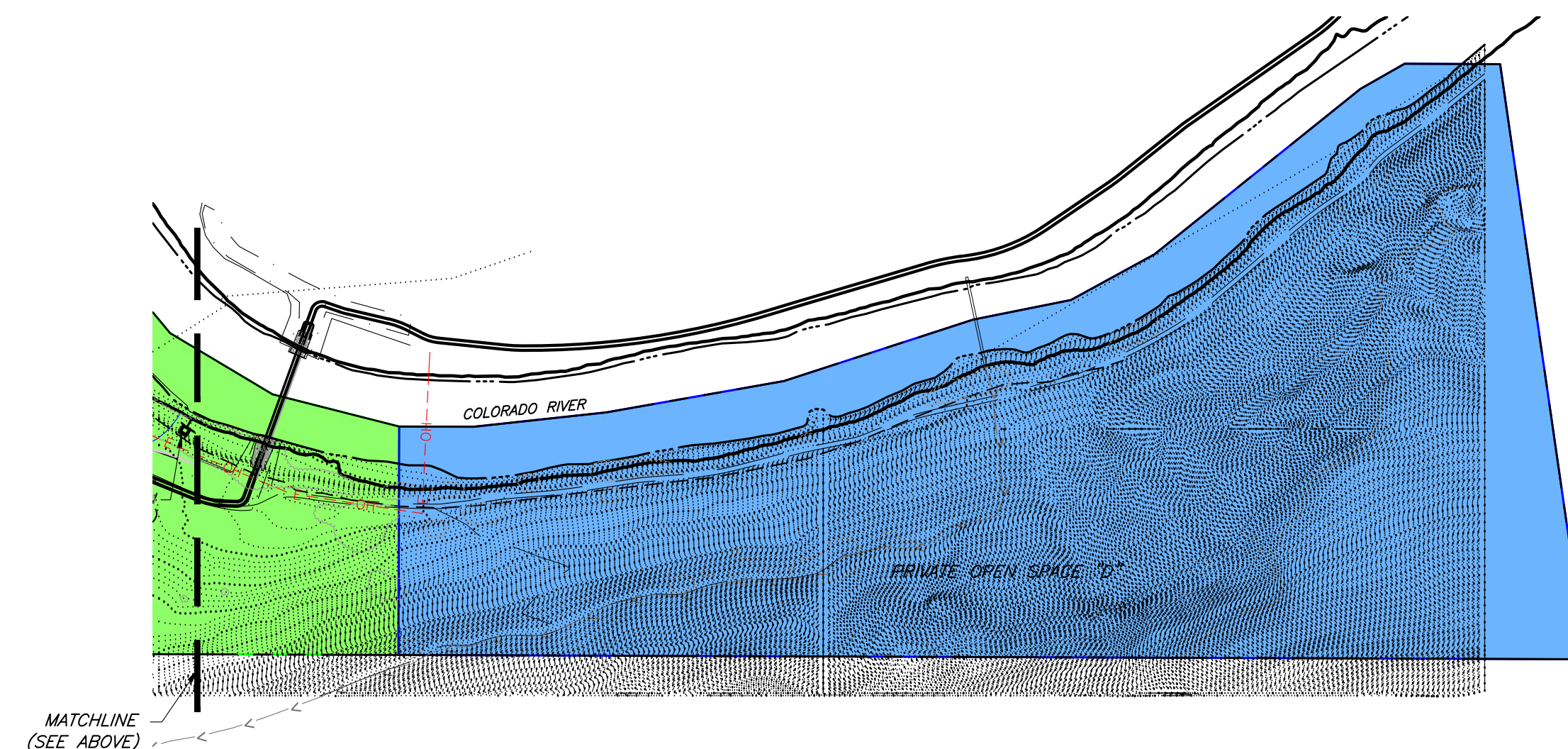
**SGM**  
1118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 [www.sgm-inc.com](http://www.sgm-inc.com)

**Nutrient Farm**  
Garfield County, Colorado

NOTES:

1. REFER TO PUD PLAN MAP FOR LEGAL DESCRIPTION AND SURVEY INFORMATION.

— APPROXIMATE UGB LINE



	Preliminary Not For Construction
--	----------------------------------

Job No.	2018-271.00
Drawn by:	FJL
Date:	1.17.2
QC: DMK	PE: DMK
File:	RivRch-OverallSite

Title:

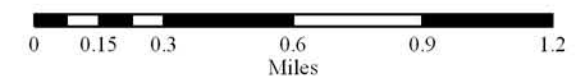
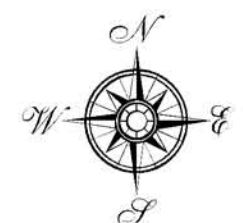
## Overall Site Plan

Dwg No

Of: \_\_\_\_\_



# New Castle Comprehensive Plan Future Land Use







## New Castle Comprehensive Plan

residential density at the urban periphery where it abuts public lands and the Urban Growth Boundary. Lower densities with clustering minimize service demands and long utility extensions.

### **Design Characteristics**

Single-family, patio home, duplex and tri-plex building designs and types characterize this area with lower densities. Building designs and lot sizes facilitate clustering on smaller lots by averaging density across an entire site. Structures may serve standalone residential functions or may include live/work activities. On-street parking is allowed, but side- and rear-loaded parking is required for building occupants. Parking accommodations must be furnished for non-resident employees on-lot or in close proximity to the place of employment. Some parks, large open spaces, greenbelts and trail/sidewalk systems are important design components. Neighborhood interaction remains an important quality of these residential areas. Garages should be side or rear-loaded and do not dominate the front building façade. Minimum street lighting primarily at intersections and exterior building lighting is downcast, appropriately directed to the intended purpose and prevents glare, over-lighting and lighting trespass. Streets are tree-lined and narrower road sections reduce traffic speeds but accommodate on-street parking. Sidewalks are separated from the roadway by a street-lawn that is used for snow storage and drainage infiltration basin. Trail systems are as important as sidewalks in this lower-density area to access open spaces and provide transportation/recreation functions. Buildings include front porches. Roadway lengths in this area are minimized by lot design or clustering the units. The traditional street grid may not be the most appropriate design configuration and curvilinear streets or modified street grids may be most fitting. Lot sizes range from 4,000 to 6,000 square feet for clustered units or range from 5,000 to 11,000 square feet for detached single-family structures. Lot widths may be 25 feet per dwelling unit for clustered single-family, patio home and tri-plex/duplex units.

## ***Rural Low Density***

### **Types of Uses**

Large lot single-family, working ranches/farms, ranchettes, open pastures and rural qualities characterize this area.

### **Density**

Net densities are 10 or more acres per dwelling unit.

### **Location**

These lands are situated in unincorporated Garfield County outside the urban growth boundary shown on the Future Land Use Map. Primary land-use jurisdiction lies with Garfield County. These rural areas represent the open lands that extend beyond the feathered urban edge. It is intended that these areas will remain low density and rural to minimize service demands. Higher residential densities are inappropriate in this area and should be directed to urban areas where municipal services and utilities can cost-effectively support density.

### **Design Characteristics**

Large lot single-family and rural agricultural uses characterize these areas. Roads may be gravel or have paved surfaces but typically do not include curb/gutter or sidewalks. Rural trail systems such as the LoVa Trail may support non-motorized access, but lower traffic volumes in most locations allow non-motorized access on roadways. Open space is on private and public lands. Active parks are usually not found in rural areas.



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

**Office of the Town Administrator**  
**Phone:** (970) 984-2311  
**Fax:** (970) 984-2716  
[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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## Memorandum

**To:** Mayor and Council

**Subject:** Agenda Item – Proposed Reporting Policy

**From:** Viktoriya Ehlers & Dave Reynolds

**Date:** 10/17/23

The purpose of this agenda item is to consider the establishment of a formal reporting policy for agencies and organizations who receive Town funding. Staff recommends a consistent policy of agency reporting in order to help the Town Council gain a comprehensive understanding of each organization's needs. Such reporting will allow for informed decisions about the allocation of discretionary funds. Staff suggests that it might be helpful to consider implementing a policy requiring that all recipients of \$4,000 or more provide updates and reports to the Town Council. Such reports should describe the agency's goals for how the funds will be spent and what impacts the funding might have on our community.

**Town of New Castle**

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**Administration Department**

**Phone:** (970) 984-2311

**Fax:** (970) 984-2716

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**Memorandum**

**To:** Mayor & Town Council

**From:** Dave Reynolds

**Re:** Executive Session: Review Kamm Lot Letter of Intent and Proposed Lease

**Date:** 10/17/23

The purpose of this Executive Session is to review and discuss a Letter of Intent (LOI) and proposed lease regarding the Kamm Lot building. Based on previous Council direction, the Town Attorney and staff have developed a LOI and lease agreement for Jim Shrull. Council will be asked to review the LOI and proposed lease and give direction following Executive Session.

**Town of New Castle**

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

October 17, 2023

**VIA EMAIL**

James Shrull

P.O. Box 424

New Castle, CO 81647

Email:

RE: 667 W. Main Street, New Castle  
Letter of Intent to Lease

Dear Mr. Shrull:

The Town of New Castle ("Town") owns the property located at 667 W. Main Street in New Castle and the adjacent vacant lot to the east of said property. It is the Town's understanding that you are interested in leasing 667 W. Main, along with the western forty (40) square feet of the adjacent vacant lot (collectively, the "Leased Property") from the Town. The Town further understands that you intend to use the Leased Property for (i) the operation of your existing Uhaul rental business, (ii) storage of personal property, and (iii) minor repair and maintenance of personal vehicles (collectively, the "Proposed Uses").

The Town is willing to lease the Leased Property to you for the Proposed Uses starting January 1, 2024 ("Commencement Date"), upon the terms and conditions set forth in the enclosed Commercial Lease, provided that the following conditions are met:

1. You complete the sale of your property located at 589 W. Main Street, New Castle, prior to the Commencement Date;
2. You obtain a conditional use permit from the Town to conduct the Uhaul business on the Leased Property prior to the Commencement Date;
3. You clean up the exterior of your property located at 589 W. Main Street and remove all cars, equipment, and other personal property therefrom no later than March 31, 2024, which is also a requirement under the Commercial Lease; and
4. Upon satisfaction of conditions 1 and 2, the parties execute the enclosed Commercial Lease and the security deposit called for therein is paid to the Town.

As you know, the process for obtaining a conditional use permit under the Town municipal code requires a public hearing before the New Castle Planning & Zoning Commission and approval of the conditional use permit by the Town Council at a public meeting. The Commission and Council will make their respective recommendation and decision based on the record presented to them (including public comment) and the applicable approval criteria. There is no guarantee regarding the outcome of the conditional use process or the issuance of the requisite conditional use permit.

This Letter of Intent is non-binding. The parties' obligations to complete the transaction contemplated herein are



subject to and contingent upon satisfaction of the conditions set forth herein. Further, neither party is obligated to enter into the Commercial Lease called for hereunder, and there are no binding obligations between the parties except upon mutual execution of the Commercial Lease. If the foregoing accurately reflects your intentions and understandings, please execute in the space provided below and return a copy of this letter to the Town. Thank you.

Sincerely,

David Reynolds, Town Administrator

AGREED AND ACCEPTED

\_\_\_\_\_  
James Shrull

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

## COMMERCIAL LEASE

This Commercial Lease (the “**Lease**”) is made as of this \_\_\_\_ day of December, 2023, and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the “**Additional Rent**”); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

### **PARTIES, PREMISES, AND DEFINED TERMS**

1. **Landlord:** Town of New Castle, Colorado, a Colorado home rule municipality (the “**Landlord**”). Landlord’s authorized representative for matters arising this Lease shall be the Town of New Castle Town Administrator (“**Town Administrator**”).

2. **Tenant:** James Shrull (the “**Tenant**”).

3. **Premises:** Landlord is the owner of that certain real property located at 667 W. Main Street, New Castle, Colorado, Assessor Parcel No. 212331300005, the improvements thereon, including a 1,200 square-foot warehouse, and the western forty (40) square feet of Assessor Parcel No. 212331301004 as depicted on Exhibit A, attached hereto and incorporated herein by this reference (the “**Premises**”). Landlord hereby leases the Premises to Tenant according to the terms of this Lease.

4. **Term:** Tenant shall take possession of the Premises and Landlord will lease the Premises to Tenant pursuant to the terms and conditions of this Lease from 12:00 a.m. on the 1st day of January, 2024 (the “**Commencement Date**”), through 11:59 p.m. on the 31st day of December, 2025 (the “**Initial Term**”). Subject to Tenant’s performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.

5. **Renewal.** Tenant shall have the option to extend the Term pursuant to the terms and conditions contained herein for up to three (3) additional 1-year periods (each a “**Renewal Term**”). Tenant shall provide Landlord with written notice of its intent to renew at least forty-five (45) days before the end of the Initial Term or Renewal Term, as applicable. Upon receipt of said notice, Landlord will review and make a decision to approve or deny, in its reasonable judgment, the extension at the next regularly scheduled Town Council meeting. The option to renew set forth in this Paragraph 5 may only be exercisable by Tenant if (i) no Tenant Default exists at the time the renewal is sought, (ii) Tenant has satisfactorily cleaned up the exterior of 589 W. Main Street, New Castle, and removed all cars, equipment, and personal property therefrom by March 31, 2024, and (iii) no notice of a Tenant Default was provided to Tenant during the Initial or immediately preceding Renewal Term.

6. **Termination.** Landlord and Tenant reserve the right to terminate this Lease with or without cause upon one hundred twenty (120) days’ written notice to the other party. In the event one party elects to terminate the Lease pursuant to the terms of this Paragraph 6, all of the parties’ obligations under this Lease will cease as of the date of termination of the Lease stated in the notice. In no event shall Landlord be liable to Tenant for any damages Tenant may incur as a result of Landlord’s exercising its rights under this Paragraph 6.

7. **Rent:** Rental for the Initial Term and each Renewal Term shall be payable, without notice, in equal installments of ONE THOUSAND and 00/100 Dollars (\$1,000.00) per month (the “**Rent**”) to Landlord on the first day of each calendar month for that month’s rental. Rent for the first month of the Initial Term shall be due on or before November 1, 2023. Unless otherwise provided in the Lease, all payments due under the Lease, including Rent and Additional Rent, shall be mailed or delivered to Landlord at the following address: 450 West Main Street, P.O. Box 90, New Castle, Colorado 81647.

8. **Security Deposit:** Tenant shall provide a security deposit in the amount of \$1,000.00 (“**Security Deposit**”) upon execution of this Lease. Landlord will hold the Security Deposit as security for the return of the Premises at the expiration of the Term or Renewal Term, as applicable, in as good condition as when Tenant entered the Premises, normal wear and tear and approved improvements excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease.

a. **Application of Security Deposit:** The parties agree: (1) that the Security Deposit, or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred

by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; and (4) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

**b. Return of Security Deposit:** If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with an accounting for any amounts withheld, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

**9. Use of Premises:** The Premises shall only be used for the purposes set forth below in accordance with the applicable terms and conditions and provided that the uses conform with applicable zoning, licensing, and permitting regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purposes.

- a. Uhaul business:** Tenant may operate his existing Uhaul business from and on the Premises, which operation includes the outdoor parking and storage of the vehicles listed on Exhibit B, which exhibit is attached hereto and made a part hereof by this reference; the pick-up and drop-off of Tenant's inventory of Uhaul trucks and trailers; and related customer interfacing and office work. No other business shall be operated on the Premises.
- b. Personal Storage:** Tenant may use the Premises for limited indoor and outdoor storage of Tenant's personal items. The personal items that may be stored outdoors on the Premises are expressly limited to those listed on Exhibit B. Any other personal property Tenant desires to store on the Premises must be stored inside the structure located on the Premises. Relatedly, Tenant shall clean up the exterior of Tenant's former property, 589 W. Main Street in New Castle, and remove all of Tenant's cars, equipment, and other personal property therefrom on or before March 31, 2024. No flammable or hazardous substances shall be stored on the Premises, except that gasoline in any of Tenant's motorized equipment shall be permitted.
- c. Personal Workshop.** Tenant may use the Premises as a workshop to perform minor mechanical and other service work on Tenant's Uhaul vehicles and Tenant's personal vehicles and other motorized vessels. Tenant may not perform any mechanical or other service work on the Premises on any motorized vessel not owned by Tenant, regardless of whether Tenant receives compensation for such work. Tenant is expressly prohibited from using the Premises as a mechanic or auto repair shop.
- d. Penalties.** Failure to clean up the exterior of 589 W. Main Street by March 31, 2024, or use of the Premises for any purpose not expressly allowed under this Lease, including, but not limited to, the storage of unauthorized vehicles or other property or the performance of mechanical, service, or other work on vehicles or motorized vessels not owned by Tenant shall constitute a Default. In the event the Town of New Castle Town Administrator or other Town staff members learn of or observe a Default of this Paragraph 9 and its subparts, the Town Administrator may provide written notice to Tenant of the Default, and the parties agree that a monetary penalty in the amount of \$200.00 shall also be due and payable to Landlord, which penalty shall constitute Additional Rent. The imposition and collection of said penalty shall not operate to waive any other rights or remedies of Landlord for such Default or for any other reason and shall be a remedy in addition to, not in lieu of, any other remedy Landlord may have as a result of Tenant's Default.

**10. Hours of Operation.** Tenant agrees that the primary use of the Premises is that of the operation of Tenant's Uhaul business. Tenant shall maintain and advertise regular hours of operation unless Tenant is prohibited from operating by a court or governmental order. Tenant's hours of operation shall be clearly posted on the exterior of the building on the Premises.

**11. Taxes and Utilities:** Tenant shall be responsible for paying when due all real property taxes imposed against the Premises during the Initial Term or any Renewal Term. If Tenant fails to pay such taxes Landlord may, but shall not be obligated to, pay the taxes and recover the same from Tenant as Additional Rent. Tenant shall be responsible for paying all utilities needed on the Premise, which include, but are not limited to, electric, gas, water, sewer, phone, cable/satellite T.V.,

internet, refuse disposal, and any other utilities Tenant desires to allow Tenant to use the Premises in compliance with this Lease. Tenant shall put said utilities in its name and pay the utilities directly to the utility provider. In the event Tenant fails to timely pay any of the aforementioned taxes or utility charges, it shall be deemed a Default.

**12. Payment of Additional Rent:** Additional Rent shall be paid by Tenant to Landlord in monthly installments concurrent with the Rent.

**13. Late Payments:** If any Rent, Additional Rent, or other payment is received later than 5 days after the date when due, the parties agree that a late fee in the amount of \$200.00 shall also be due and payable, which late fee shall constitute Additional Rent. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

**14. Parking:** For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of all parking spaces upon the Premises (the "**Parking License**"). The Parking License shall be effective for the Initial Term and any Renewal Term. Tenant may, at its discretion, designate and/or demarcate the parking spaces available to its employees and invitees. Notwithstanding the foregoing, except as provided in Exhibit B, Tenant and its licensees and invitees are prohibited from parking or storing mobile homes, trailers, RVs/ATVs, boats, and broken down motor vehicles on the Premises, except that trailers may be temporarily parked on the Premises for the purpose of delivering and removing inventory.

### **PREMISES**

**15. Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises or their suitability for Tenant's intended use. The Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations or warranties as to whether Tenant's intended use will necessitate changes or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

**16. Use of Premises:** Tenant, in consideration of the leasing of the Premises, agrees as follows:

**a. Use of Premises:** To use and occupy the Premises solely as and for the uses specified in Paragraph 9 of the Lease. Landlord's consent to the aforementioned use is not an assurance or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law.

**b. Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances.

**c. Vacancy:** It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term or Renewal Term, as applicable.

**d. Legal Compliance:** Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Such municipal laws and ordinances include the obligation to collect and remit sales tax to the Town of New Castle. Failing to collect and remit sales tax in compliance with the Town of New Castle municipal code will be deemed a Default of this Lease. Tenant



hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the engaging in illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

**e. Additional Prohibitions:** Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to adjacent property owners or that would interfere with other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises.

**f. Pets and Animals:** Domestic pets are permitted upon the Premises.

**g. Condition of Premises; Storage/Trash:** Tenant shall keep all portions of the Premises in a clean, sightly, safe, sanitary, and habitable condition and shall not allow the Premises to fall into disrepair. Except as otherwise provided in this Lease, Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition and so as not to be visible to members of the public in, on, or about the Premises, and so as not to create any health or fire hazard.

**h. Hazardous Material Prohibited:** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, on, or about the Premises by Tenant, its agents, employees, contractors, or invitees. Landlord and Tenant agree that reasonable quantities of oil and other fluids needed for minor repairs to and servicing of Tenant's Uhaul and personal motorized vehicles on the Premises is permitted. If Tenant breaches the obligations stated in this subsection, or if the presence of hazardous material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

**i. Quiet Enjoyment:** Landlord agrees that upon Tenant's paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

**17. Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

**18. Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, less by casualty, normal wear and tear, and approved improvements excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

**19. Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property including, but not limited to, Tenant's car lift, that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises, all alterations and additions thereto (except such as Landlord has requested Tenant to remove), and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises, which shall thereupon become the property of the

Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

## **REPAIRS AND MAINTENANCE**

**20. Repairs and Maintenance of the Premises:** The Landlord shall maintain the foundation, exterior walls, and roof of the improvements located on the Premises in good repair. In the even the Premises' existing heater fails and requires total replacement during the Term or any Renewal Term, Landlord shall be responsible for such replacement. The Tenant agrees to keep all other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall properly irrigate and care for all trees, shrubbery, and lawn, and the Tenant shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

### **21. Tenant Improvements.**

- a. Required Improvements: As additional consideration for this Lease, Tenant agrees to make the following improvements to the Premises (the "**Required Work**") at Tenant's cost and expense.
- i. Removal of patio doors in existing overhead door area of the structure and replacement of the same with the original overhead door, plus any repairs of the original overhead door that may be necessary. The original overhead door will remain the property of Landlord upon reinstallation and remain on the Premises after expiration or termination of the Lease.
  - ii. Installation of a second overhead door in the location of the structure previously framed for this purpose. The location of the second overhead door and the overhead door itself shall be approved by the Town Administrator prior to installation. The new overhead door will become the property of Landlord upon installation and remain on the Premises after expiration or termination of the Lease.
- b. Optional Improvements: Tenant may, at Tenant's option and sole cost and expense:
- i. Install a car lift inside the structure on the Premises. Said car lift will remain the sole property of Tenant, shall be removed after the expiration or termination of this Leases, and Tenant shall repair any damaged caused to the Premises by the installation and/or removal thereof.
  - ii. Install an antique "Standard Oil" decorative sign above overhead doors and/or an antique, decorative gas pump in front of the structure on the Premises. Said items will remain the sole property of Tenant, shall be removed after the expiration or termination of this Leases, and Tenant shall repair any damaged caused to the Premises by the installation and/or removal thereof.
  - iii. Make additional changes to the interior of the building located on the Premises to make the Premises suitable for Tenant's intended use as stated in Paragraph 9 of this Lease. Such work may include, but is not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and other fixtures necessary to finish the Premises to a condition suitable for Tenant's use ("**Optional Work**"). The details of such work shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("**Work Letter**"). Tenant's Work Letter may, if deemed necessary by the Town Administrator, require approval by the New Castle Town Council at a public meeting.

**22. Improvements/Prior Landlord Consent:** Tenant agrees to submit to the Town Administrator complete plans and specifications, including engineering, mechanical, and electrical work, if any, covering any and all Required Improvements and Optional Work (collectively, "**Tenant Work**") and any subsequent improvements or alterations of the Premises desired by Tenant. The plans and specifications shall be in such detail as the Town Administrator may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. Tenant shall not commence any Tenant Work or any other improvements or alterations of Premises until the Town Administrator has approved Tenant's plans for the same and Tenant has obtained any necessary permits or approvals from the Town of New Castle. Moreover, if Tenant desires to paint the outside of the building located on the Premises, the Town Council must approve the paint color in advance.

**23. Landlord's Limited Responsibility:** Landlord shall be responsible for: (i) during the Term of the Lease, any repairs, replacements, or maintenance of the foundation, exterior walls, and roof of the improvements located on the Premises, provided that the need for the same are not caused by Tenant; (ii) at the end of this Lease, any repairs, replacements,

restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (iii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Tenant shall not perform or contract with third parties to perform any such repairs upon the Premises or structure thereon. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

**24. Tenant's Duty to Repair:** Except for the repair and maintenance responsibilities designated to Landlord, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass and other windows, window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (the "**Tenant Repairs**"). Tenant shall, at Tenant's own expense, make as and when needed all Tenant Repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant Repairs shall include all replacements, renewals, alterations, and betterments. All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

**25. Tenant Work and Repairs/Compliance with Codes:** Tenant shall procure all necessary permits before undertaking any Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's elected officials, appointed officials, employees, and agents harmless and indemnified from all injury (including injury to property or person, including death), loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or arising out of any Tenant Work or Tenant Repairs.

**26. Mechanic's Liens.** Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of, Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent. Landlord shall have the right to post and keep posted on the Premises until any Tenant Work or other alterations, additions, improvements, or repairs are completed any notices permitted or required by law which Landlord shall deem proper for the protection of Landlord, the Premises, or any party having an interest therein, from mechanic's liens, and Tenant shall assist as requested in maintaining such postings.

**27. Keys/Locks:** Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior, interior, and overhead doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed without the prior consent of Landlord and provided that Tenant provides a key for any re-keyed lock to Landlord.

**28. Waste/Rubbish Removal:** Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises. Tenant shall keep the Premises and the property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

#### **DEFAULT, NOTICE AND REMEDIES**

**29. Default:** If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a “**Default**”) and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord’s option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant’s right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord’s lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all remedies available in law or equity or under this Lease. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord’s duty to mitigate such damages. Pursuant to C.R.S. §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant’s possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

**30. Abandonment:** In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 31 below.

**31. Re-Entry:** In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys’ fees;

b. Tenant’s personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord’s option, it may be removed and stored, or disposed of at Landlord’s sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord’s action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

**32. No Offset.** No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

### **INSURANCE AND INDEMNIFICATION**

**33. Negligent Damages:** Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

**34. Insurance:** Tenant shall maintain the following types of insurance:

a. Public liability and commercial liability insurance insuring Landlord and Landlord’s agents, as their interest may appear, against all claims, demands, or actions for injury to or death with minimum combined single limits of at least the amounts set forth in C.R.S. §24-10-114 in effect during the Term of this Lease. The policy shall be applicable to the Premises and all associated operations and shall include coverage for bodily injury, broad form property damage, personal



injury (including coverage for contractual and employee acts), and blanket contractual damages in amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, special events on the Premises;

b. Renter's insurance in an amount adequate to cover any damage to the Premises and Tenant's personal property therein in connection with Tenant's use thereof under the terms of this Lease; and

c. Any additional insurance required by law, including workers' compensation insurance, or that Tenant deems necessary to cover its trade fixtures, equipment, and other personal property located on the Premises.

**35. Insurance Requirements:** All of Tenant's insurance related to the Premises shall be in the form and from responsible and well-rated companies, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

**36. Liability Indemnification.** Tenant shall hold Landlord, Landlord's elected officials, officers, employees, and agents, and their respective successors and assigns, harmless and indemnified from all injury (including injury to property or persons, including death), loss, claims, or damage to any person or property while on the Premises or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors.

**37. Waiver of Liability:** Landlord and Landlord's elected officials, officers, agents, and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Premises, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

**38. Third-Party Liability:** Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any occupant, licensee, or invitee of or to the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Premises.

**39. Landlord Insurance:** Property insurance may be procured by Landlord in its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same.

**40. Indemnification Fees and Costs:** In case any claim, demand, action, or proceeding is made or brought against Landlord, its elected officials, officers, agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

**41. Colorado Governmental Immunity Act.** The parties hereto understand and agree that Landlord is relying on and does not waive or intend to waive by any provision of this Lease the monetary limits or any other rights, immunities, and protections provided by the Colorado Governmental Immunities Act, C.R.S. §§ 24-10-101, *et seq.*, as from time to time amended, or otherwise available to Landlord, its elected officials, officers, or employees.

#### **OTHER PROVISIONS**

- 42. Destruction of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction of the Premises occurs:
- a. Partial Destruction of the Premises:** In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (c) of this Paragraph shall apply if Landlord determines that the partial destruction will not be repaired.
  - b. Premises Untenable:** If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (c) of this Paragraph shall apply.
  - c. Termination of Term:** Tenant agrees that if Landlord decides not to repair or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.
- 43. Holdover:** Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Initial Term or Renewal Term, as applicable, expires. If Tenant does not vacate the Premises as provided in the immediately preceding sentence, Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises with Landlord's knowledge and consent and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.
- 44. Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises.
- 45. Guarantor:** In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("**Guarantor**") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.
- 46. Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.
- 47. Attorneys' Fees:** In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.
- 48. Governing Law:** The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.
- 49. Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.
- 50. Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

**51. Heirs, Assigns, Successors:** The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 17.

**52. Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.

**53. No Reservation of Option:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until approved at a public meeting by the New Castle Town Council and executed and delivered by both Landlord and Tenant.

**54. Corporate Authorization:** Each individual executing the Lease on behalf of Tenant and Landlord represents and warrants that he or she is duly authorized to execute and deliver the Lease on behalf of the party for whom he or she signs this Lease and that the Lease is binding upon the party in accordance with its terms.

**55. Severability:** If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

**56. Compliance with TABOR.** No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by City to or in aid of any person, company or corporation under applicable law.

**57. Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

**58. ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

**59. Additional Provisions:** In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease.

**THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.**

**TENANT:**

\_\_\_\_\_  
James Shrull

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

**LANDLORD:**  
TOWN OF NEW CASTLE, COLORADO, a  
Colorado home rule municipality

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

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mindy Andis, Town Clerk

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

**EXHIBIT A**  
Depiction of Premises





## EXHIBIT B

### 1. Permitted Uhaul Vehicles

- a. One (1) permanent 26-foot box truck
- b. One (1) 6' x 12' enclosed trailer
- c. One (1) 5' x 8' enclosed trailer
- d. One (1) 6' x 12' open bed trailer
- e. Additional Uhaul trucks and trailers as may be dropped off by customers in the ordinary course of business

### 2. Permitted Personal Outdoor Storage

- a. One (1) 20-foot enclosed red trailer
- b. One (1) 18-foot car carrier trailer
- c. One (1) Snow Cone vender trailer to be removed no later than March 31, 2024
- d. One (1) 8' x 10' storage shed to be located only behind the building on the Premises such that it is not visible from Main Street
- e. Up to two (2) working personal vehicles



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

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

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**To:** Town Council

**From:** Paul Smith

**Re:** Council – Hear and discuss the merits of the addition of Chapter 15.06 (“Construction Management Plan”) – to Title 15 (“Buildings and Construction”) of the Municipal Code

**Date:** 10/17/2023

**Purpose:**

The Building Department regularly evaluates the means and methods of new construction projects and supports contractors in adoption of the latest in construction science and project management practices. As New Castle grows and communities densify, the impact of construction on the Town increases in complexity. Noise, mud/dust, waste, parking, traffic, open excavations, utility hazards, to name a few, increasingly pose a threat to the Town’s quality of life when not managed effectively. Though the Town code has some provisions for construction management, the lacking systematic organization makes it difficult to enforce. Staff, therefore, has drafted a new code section to help mitigate impacts from future construction projects. Staff recommends the following items be included in the new Chapter 15.06 for Council’s consideration:

1. Construction management site plan;
2. Emergency contact information;
3. Project signage;
4. Construction hours and noise limits;
5. Requirements of right-of-way permits;
6. Consideration of adjacent properties;
7. Consideration of site maintenance;
8. Safety fencing and barriers;
9. Construction parking;
10. Moisture control and mold prevention;
11. Enforcement;

It is Staff’s opinion that implementation of these commonly accepted practices will improve the quality and safety of development moving forward.

Thank you,  
Paul

## **Chapter 15.06**

### **CONSTRUCTION MANAGEMENT PLAN**

#### **15.06.010      Applicability.**

This Section shall govern the construction and development of all public and private construction projects in the Town of New Castle. These regulations shall apply to all new commercial, industrial, residential, and mixed-use developments or demolition, improvement, or renovation (interior and/or exterior) of existing structures of 1,500 sf or greater. Such projects shall comply with Chapter 33 (“Safeguards During Construction”) of the 2021 International Building Code as amended in this Section. If conflicts exist between any requirements of this Chapter and Chapter 33, the more conservative requirement shall apply.

#### **15.06.020      Definitions.**

***Best Management Practices (BMP’s)*** – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMP’s also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage.

***Construction Management Plan*** – A Construction Management Plan (“CMP”) is a combination of diagrams, drawings, and/or written specifications that clearly demonstrate how the impacts associated with any construction project will minimally affect the community.

#### **15.06.030      CMP Documentation.**

- A. The CMP shall be provided on a sheet or sheets bound together with the approved construction drawings submitted at permit review. The project shall be managed according to the approved CMP until a certificate of occupancy is issued.
- B. ***CMP Content*** - The CMP shall show the project boundaries and include the locations of the following items:
  - i. Each proposed structure on the property;
  - ii. Structures on all adjacent lots;
  - iii. Nearest fire hydrants
  - iv. BMPs;
  - v. Construction fencing and any necessary barriers;
  - vi. Sanitary facilities;
  - vii. Project sign;

- viii. Proposed utility service locations and curb stops;
- ix. Temporary electrical pedestal;
- x. Material storage and staging;
- xi. Trash facilities;
- xii. Work trailers;
- xiii. Construction parking;

C. **Emergency Contacts.** The CMP shall provide an emergency contact list located on the 1<sup>st</sup> page of the CMP documentation. The list will include:

- i. the owner's name & phone number;
- ii. the project manager's name & phone number;
- iii. the fire department phone number;
- iv. the police department phone number;
- v. all applicable utility company phone numbers;
- vi. the Town building department phone number;
- vii. locate 511 phone number;
- viii. emergency 911 phone number;

D. **Project Sign** – A project sign shall be constructed and posted within ten (10) feet of the public right-of-way. The project sign shall be 36" x 48" (12 square feet) and shall include the following items:

- i. The official permit card attached;
- ii. Street name and address with no smaller than 4" digits and letters;
- iii. Approved project plans attached in a weather-proof sleeve;

E. **Construction Hours & Noise Limits** – The CMP shall provide the following limits on construction hours and noise levels as a general note:

“Construction hours for permitted *interior* work are unlimited. However, any noise emitted from a project as a result of *interior* work beyond the timeframes listed in (i.) and (ii.) below or on the days listed in (iii.) below that exceed the levels established in Section 8.04.020(D) shall be prohibited. Construction hours for permitted *exterior* work shall be limited to the following hours and subject to the maximum permissible noise levels above:

- i. 7:00am – 6:00pm Monday through Friday;
- ii. 9am – 5pm on Saturdays & Sundays.
- iii. All exterior work is prohibited on the 4th of July, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Day.

All other noise unaffiliated with permitted construction work shall comply with Section 8.04.020.”

F. **Right-of-Way Permit** – The CMP shall describe any proposed work anticipated within

the Town right-of-way. Examples of such work may include utility trenching, material staging that exceeds more than two consecutive days, crane or pump operations that exceed more than two consecutive days, etc. Prior to such work, a right-of-way permit shall be obtained through the Public Works Department pursuant to Section 12.04.

- G. ***Adjacent Properties*** – The CMP shall provide as a general note the following provision:

“No person shall excavate on land close enough to a property line to endanger any adjacent public street, sidewalk, and alley, other public or private property, or easement, without supporting and protecting the property from any damage that might result from construction operations. Temporary staging of excavation materials, storage of construction materials on vacant lots not included in the scope of the permitted project, or the trespassing of neighboring properties to facilitate access to the permitted project is prohibited without written approval from the vacant lot owner, the Building Official, and HOA as applicable.”

- H. ***Site Maintenance*** – All construction sites including, but not limited to commercial and residential construction, remodeling, or additions, shall be required to be kept clean and free of debris complying with the following provisions:

- i. All dirt and other materials tracked or deposited onto any public rights-of-way shall be removed at the end of each workday.
- ii. All construction materials shall be secured to the ground to prevent from becoming windborne;
- iii. An adequate trash receptacle shall be kept on site at all times, not on public property without permission of the Building Official, and used to dispose of all construction and personal trash. The receptacle is to be removed to a landfill site in an appropriate and timely manner and is to be covered in transit;
- iv. Adequate sanitary facilities shall be maintained and available for all workers;
- v. Adequate signage and pedestrian protection shall be provided and maintained as required by this Section; and
- vi. The site shall be posted and secured to discourage trespassers.

- I. ***Safety Fencing*** – The CMP shall list as a general note the need for construction fencing. The project area shall be surrounded by standard four (4) foot construction safety fencing. Safety fencing shall include a fencing “gate” that may be opened or closed before and after each workday. Any necessary construction barriers shall comply with Section 3306 of the IBC.

- J. ***Construction Parking*** - The CMP shall provide as a general note a parking strategy for construction operations. Parking is only allowed on public rights-of-way with approved parking lanes or within the property boundary. Parking is not allowed on prohibited



areas of public rights-of-way or neighboring lots unassociated with the project.

***Exceptions:*** In cases where limited parking significantly interferes with construction progress, the owner or owner's representative may request a temporary parking permit from the Police Department approving parking in otherwise prohibited areas within the right-of-way. All approved temporary parking areas must be signed with the following language: "Temporary Construction Parking Only" and is allowed only for the duration of the permit. Parking on adjacent lots may be permitted only with written consent from the vacant lot owner, the Building Official, and HOA (as applicable). Other exceptions may be considered at the discretion of the Building Official.

**K. *Moisture Control During Construction*** - As a preventive measure against mold and water damage during construction, under floor spaces and building construction materials shall be protected from moisture during the duration of a permit as follows:

- i. All construction materials stored onsite and exposed to weather shall be covered with a water-proof membrane at all times unless otherwise recommended by the manufacturer.
- ii. Prior to being enclosed, under floor spaces shall exhibit no standing water, snow, or ice.
- iii. Once enclosed, underfloor spaces shall be covered with a disposable water-proof membrane to limit infiltration of water into surrounding soils.
- iv. Once the structure is dried-in from weather, underfloor spaces shall be provided with ongoing ventilation until a certificate of occupancy is issued.

#### **15.06.040      Enforcement.**

Each violation of the requirements of this section shall be considered a separate and distinct offense. Furthermore, each day of continued violation shall be considered as a separate and distinct offense. The Town will enforce construction management violations as follows:

- i. First offence: written warning;
- ii. Second offence: written warning and \$25 fine;
- iii. Third offence: written warning and \$75 fine;
- iv. Fourth offence: project will be issued a stop work order and shall be subject to the penalties imposed in Section 15.04.050.



**Town of New Castle**  
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[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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## Memorandum

**To:** Mayor Riddile & Town Council

**From:** Dave Reynolds & Paul Smith

**Subject:** Agenda Item – Consider Ordinance TC 2023-6 Amending the Town Sign Code on First Reading

**Date:** 10/17/2023

**Purpose:**

The purpose of this agenda item is to consider Ordinance TC 2023-6 on second reading.

During a regular Town Council meeting on September 19, 2023, Town Planner Paul Smith discussed needed adjustments to the Town's Sign Code which can be found in Municipal Code Section 17.18. Based on the September 19<sup>th</sup> meeting, on October 3<sup>rd</sup> staff presented changes to the municipal sign code along with Ordinance TC 2023-6 for Council's review on first reading. Council approved TC 2023-06 on first reading, no changes have been made since first reading.

**TOWN OF NEW CASTLE, COLORADO**  
**ORDINANCE NO. TC 2023-6**

AN ORDINANCE OF THE TOWN OF NEW CASTLE, COLORADO AMENDING  
CHAPTER 17.18 OF THE NEW CASTLE MUNICIPAL CODE, ALSO KNOWN AS THE  
NEW CASTLE SIGN CODE.

WHEREAS, Chapter 17.18 of the New Castle Municipal Code (“Code”) provides regulations for signs within the Town of New Castle (“Town”); and

WHEREAS, on June 18, 2015, the United States Supreme Court issued its decision in the case of *Reed, et al. v. Town of Gilbert*, which imposed new standards under the First Amendment to the United States Constitution regarding municipal regulation of signs across the nation; and

WHEREAS, in light of the *Town of Gilbert* decision, Town Council directed the Town Attorney and Planning Staff to recommend any revisions to Chapter 17.18 of the Code in order to ensure compliance with the First Amendment as well as taking the opportunity to update and improve sign regulation and enforcement generally for the Town; and

WHEREAS, on June 28, 2023, the New Castle Planning Commission held a duly-noticed public hearing to consider revisions to Chapter 17.18 and make its recommendations to Town Council regarding same; and

WHEREAS, Town Council finds and determines that amendments are necessary and desirable and desires to amend Chapter 17.18 of the Code as set forth below.

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

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of Town Council.
2. Amendment. Town Council hereby repeals Chapter 17.18 of the Code and reenacts the same as set forth in Exhibit A, attached hereto and incorporated by reference herein.
3. Severability. Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause or reason shall not be deemed to affect the validity or constitutionality of any other section or part thereof, the intent being that the provisions hereof are severable.
4. Effective Date. This Ordinance shall become effective 30 days after final publication as provided in C.R.S. 31-16-105.

INTRODUCED on October 3, 2023, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered

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

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado, on October 17, 2023, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN COUNCIL OF THE TOWN OF  
NEW CASTLE, COLORADO

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

ATTEST:

\_\_\_\_\_  
Mindy Andis, Town Clerk

Exhibit A

DRAFT



## Chapter 17.18 SIGN CODE

### Sections:

#### 17.18.010 Title.

This chapter shall be known and cited as the New Castle Sign Code.

#### 17.18.020 Purposes.

- A. The regulations in this chapter are intended to coordinate the use, placement, physical dimensions, and design of all signs within the Town of New Castle while preserving the right to free speech and expression. The purpose for these regulations include providing a balanced and fair legal framework for design, construction, and placement of signs that:
1. Recognizes that signs are a necessary means of visual communication for the convenience of the public and provides fair and consistent permitting and enforcement;
  2. Recognizes and ensures the right of those concerned to identify businesses, services, and other activities by the use of signs;
  3. Provides a reasonable balance between the right of an individual to identify their business and the right of the public to be protected against the visual discord resulting from the unrestricted proliferation of signs and similar devices;
  4. Protects the public from damage or injury caused by signs that are poorly designed or maintained and from distractions or hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs;
  5. Conserves energy by supporting use of lighting elements that utilize light emitting diodes (LED), florescent bulbs, and other low energy consuming lighting devices, thereby reducing energy demands;
  6. Minimizes light pollution by reducing or eliminating the over-lighting of signs and use of inefficient lighting systems;
  7. Supports use of materials in structures that include recycled products and other materials that are designed for longevity and that minimize environmental impacts;
  8. Ensures signs are well designed and contribute in a positive way to the Town's visual environment, express local character, and help develop a distinctive image for the Town;
  9. Encourages signs which are responsive to the aesthetics and character of their particular location, adjacent buildings and uses, and the surrounding neighborhood;
  10. Ensures signs are compatible and integrated with a building's architectural design and with other signs on and near the property, and prevents the construction of signs that are a nuisance to occupants of adjacent and contiguous property due to brightness, reflectivity, bulk, or height;
  11. Prevents unnecessary or excessive competition between signs in the Town;
  12. Provides mechanisms for bringing nonconforming signs into compliance with these regulations as a result of changing use, abandonment, or other legal mechanisms;

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13. Establishes sign districts that differentiate the types of signs allowed in specific areas based upon characteristics particular to that district.

### **17.18.030 Definitions.**

As used in this chapter, the following words have the following meanings:

"Above-roof sign" means a sign displayed above the peak or parapet of a building.

"Administrator" or "code administrator" means the town administrator or his or her designee.

"Animation" or "animated" (*See also "changeable copy" and "movement"*) means the movement or the illusion of movement of any part of a sign's structure, design, or pictorial or text segment(s), including the movement of any illumination or the flashing or varying of light intensity; the automatic changing of all or any part of the facing of a sign.

"Architectural detail" (*See also "sign area," "wall sign" and "roof sign"*) means any projection, relief, cornice, column, change of building material, window, or door opening on any building.

"Architectural, historic, or scenic area" means an area that contains unique architectural, historic, or scenic characteristics that require additional regulations to ensure that signs enhance the visual character and are compatible with the area.

"Auxiliary sign" means a sign in addition to other signs associated with a business or use. The sign area of any auxiliary sign is calculated in the sum of total square footage for all signs. For example, an awning sign may be considered an auxiliary sign when used in conjunction with a wall sign for a business.

"Awning" means a cloth, plastic, or other nonstructural covering that either is not moveable and permanently attached to a building or can be raised or retracted to a position against the building when not in use.

"Banner" means a sign on a lightweight material that may be temporarily but not permanently affixed to a building or other structure and that may be affected by the movement of air.

"Bare-bulb illumination" means a light source that consists of light bulbs with a twenty-watt maximum wattage for each bulb.

"Building" means a structure having a roof supported by columns or walls.

"Bulletin board" means a type of changeable copy sign located on a premises used for temporary posting of bulletins or notices. Bulletin boards may be open or enclosed, and/or protected by glass, Plexiglas or a similar clear protective cover.

"Canopy" means a structure other than an awning which is made of cloth, wood, metal, or other material with frames affixed to a building and carried by a frame.

"Changeable copy" means copy that changes automatically at intervals of more than once every one hundred eighty (180) seconds.

"Changeable copy—manual" means copy that is changed manually in the field.

"Clearance" means the smallest vertical distance between the grade of the adjacent street or street curb and the lowest point of any sign, including framework and embellishments, extending over that grade.

"Copy" means text, wording or numbers in either permanent or removable form.

"Double-faced" means a sign with two faces.

"External illumination" means illumination of a sign that is affected by an artificial source of light not contained within the sign itself.

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"Facade" means the entire building front including the parapet and any other architectural details which faces and is parallel to or nearly parallel to a public or private street. There can be only one building facade for each street upon which a building faces.

"Face" means the area of a sign on which copy or graphics are placed.

"Flashing illumination" means illumination in which the artificial source of light is not maintained stationary or constant in intensity, color, or focus when a sign is illuminated.

"Frontage" means the length of the property line of any premises along a public right-of-way.

"Graphics" means the presentation of information, logos, or symbols in the form of diagrams and illustrations instead of as words or numbers.

"Ground sign" means a sign supported by one (1) or more uprights, posts, or bases placed upon or affixed in the ground and not attached to any part of a building. It includes a pole sign and a monument sign.

"Height" means the vertical distance measured from the highest point of the sign, excluding decorative embellishment, to the grade of the adjacent street or the surface grade beneath the sign, whichever is lowest in elevation.

"Illumination" or "illuminated" means a source of any artificial or reflected light, either directly from a source of light incorporated in, or indirectly from an artificial source, so shielded that no direct illumination is visible elsewhere than on and in the immediate vicinity of the sign.

"Indirect illumination" means a source of external illumination, located away from the sign, that lights the sign, but which is itself not visible to persons viewing the sign from any street, sidewalk or adjacent property.

"Internal illumination" means a light source that is concealed or contained within the sign and becomes visible through a translucent surface.

"Item of information" means a word, logo, abbreviation, symbol, or geometric shape.

"Legal nonconforming sign" means a sign that was lawfully constructed or installed prior to the adoption or amendment of this chapter and was in compliance with all of the provisions of the sign code then in effect, but which does not presently comply with this chapter. If a premises lawfully has more signs than this chapter would otherwise allow, any sign in excess of that number is nonconforming.

"Lot" means a parcel of land legally defined on a subdivision map recorded with the clerk and recorder or a parcel of land defined by a legal record or survey map.

"Marquee" means a permanent structure other than a roof, awning, or canopy which is attached to, supported by, and projecting from a building. Marquees are often, but not always, designed to accept the placement of changeable copy, typically for the purpose of announcing current or upcoming events at the premises.

"Monument sign" means a ground sign permanently affixed to the ground at its base, supported entirely by a continuous base structure, and not mounted on a pole or system of poles.

"Movement" (*See also "animation"*) means physical redirection or revolution up or down, around, or sideways that completes a cycle of change at set intervals.

"Multi-tenant building" or "multi-building complex" means a grouping of two or more business establishments that either share common parking on the lot where they are located, or that occupy a single structure or separate structures that are physically or functionally related or attached.

"Multi-use building" means a building consisting of more than one separate commercial use.

"Neon tube illumination" means a source of light for externally lit signs supplied by a tube filled with neon or other inert gas and which is bent to form letters, symbols, or other shapes.

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"Occupancy" means the portion of a building or premises owned, leased, rented or otherwise occupied for a given use.

"Occupant" means a use or tenant located in a building and includes multi-use/multi-tenant buildings, or shopping centers.

"Off-premises sign" means a sign which is not related in manner to the property upon which it is located or which directs attention to a person, business, profession, or activity not conducted on the property in which it is located (see "Premises" below).

"Open space" means any interest in real property purchased or leased by the Town, or any interest in real property dedicated to the Town, for open space purposes, including but not limited to lawns, landscaped areas, natural areas, parks and public or private trails and recreation areas.

"Owner" means the person with legal title to all or a portion of a piece of property as evidenced by official records such as a deed or assessor's record. The owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the administrator, e.g., a sign leased from a sign company.

"Painted wall sign" means any sign that is applied with paint or similar substance on the face of a wall.

"Parapet" means the extension of a false front or wall above a roofline.

"Pole cover" means the cover enclosing or decorating a pole or other structural support of a sign.

"Peak" means the highest point on a roof or the highest point on another architectural element that blocks the rear view of a sign.

"Pole sign" means a freestanding sign that is permanently supported in a fixed location by a structure of poles, uprights, or braces from the ground and not supported by a building or a continuous base structure.

"Portable sign" means a sign designed to be transported and not permanently attached to the ground or a building nor designed to be permanently attached to the ground or a building including, but not limited to, menu and sandwich board signs.

"Premises" means the lot or lots, plots, portions, or parcels of land considered as a unit for a single use or development, whether owned or leased.

"Projecting sign" means a sign attached to and projecting from the wall of a building not in the same plane as the wall.

"Public right-of-way" means all streets, roadways, sidewalks and alleys, and all other areas reserved for present or future use by the public as a matter of right for the purpose of vehicular or pedestrian travel.

"Roof sign" (*See also "above-roof sign"*) means a sign painted, erected, constructed, or maintained on the roof of a building; a sign that is displayed above the eaves and under the peak of a building.

"Shopping center" means a commercial development under unified control consisting of four or more separate commercial establishments sharing a common building, or which are in separate buildings that share a common entranceway or parking area.

"Sign" means a lettered, numbered, symbolic, pictorial, or illuminated visual display of copy and/or graphics designed to identify, announce, direct, or inform and that is visible from a public right-of-way. The term "sign" includes banners, pennants, streamers, moving mechanisms, and lights, whether or not the device contains copy or graphics. For the purposes of this Chapter, side-walk chalk art, graffiti art, murals, or similar artistic expressions are not considered signs.

"Sign area" means the surface area that describes the largest square, rectangle, triangle, parallelogram, polygon or sphere as further defined under sign area calculations.

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"Sign area calculations."

1. Awning, banner, bulletin board, canopy, changeable copy, marquee, off-premises, portable, suspended, or similar two-dimensional signs: The area of the sign face within a continuous perimeter composed of a single rectangle, circle, triangle, or parallelogram enclosing the extreme limits of characters, lettering, illustrations, ornamentations, or other figures shall be counted in calculating sign area.
2. Pole and monument signs:
  - a. Signs composed of one (1) or two (2) individual sign faces: The area of the single largest sign face (if the sign faces are different sizes) shall be counted in calculating sign area by using the following formula. The area enclosing the perimeter shall be summed to determine total sign area. The perimeter of measurable area shall not include embellishments such as pole covers, framing, decorative roofing, etc., provided that there is not written advertising copy on such embellishments.
  - b. Signs composed of more than two (2) sign faces: The area enclosing the entire perimeter of each sign face shall be calculated and shall be summed with all other sign faces and divided by one-half to determine total sign area. The perimeter of measurable area shall not include embellishments such as pole covers, framing, decorative roofing, etc., provided that there is not written advertising copy on such embellishments.
3. Projecting signs: The area of the single largest sign face (if the sign faces are different sizes) within a continuous perimeter composed of a single rectangle, circle, triangle, or parallelogram enclosing the extreme limits of characters, lettering, illustrations, ornamentations, or other figures shall be counted in calculating sign area.
4. Wall signs: The area of the sign face free of architectural details on the facade of a building or part of a building within a continuous perimeter composed of a single rectangle, circle, triangle, or parallelogram enclosing the extreme limits of characters, lettering, illustrations, ornamentations, or other figures shall be counted in calculating sign area.
5. Other signs: Other signs that do not fall into any single sign area calculation category due to geometry, design or other characteristics shall be calculated using one (1) or more of the most applicable aforementioned methodologies and based upon the more restrictive area calculation method as determined by Town staff.

"Sign district map" means the map accompanying and to be used with these regulations that identifies the boundaries of each sign district enumerated in these regulations. The official sign district map shall be kept on file in the Town Clerk's office.

"Size" means the total area of the face used to display a sign, not including its supporting poles or structures. If a sign has two faces that are parallel, not more than two feet apart and supported by the same poles or structures, the size of the sign is one-half the area of the two faces. Spherical sign area shall be the entire surface of the sphere. The total area of multi-faced signs (more than two faces) shall be one-half the area of the two smallest faces plus the total area of all faces greater than the two smallest.

"Structure" means anything which is built or constructed, an edifice or building of any kind or any piece of work artificially built or composed of parts joined together in some definite manner. This term includes a building.

"Suspended sign" means a sign that is suspended from the underside of a horizontal plane surface of a building or structure such as a canopy, porch ceiling or portico and is typically used as a pedestrian scale sign.

"Temporary sign" means a non-permanent sign subject to the requirements of section 17.18.040(B) and 17.18.050(B.14).

"Temporary window sign" means a temporary sign displayed in a window.



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"Town" means the Town of New Castle, Colorado.

"Unified sign band" means a coordinated arrangement of signs on a structure with the same design style, font type, sign face, height and similar characteristics that create a unified appearance.

"Use" means the purpose for which a building, lot, sign or structure is intended, designed, occupied or maintained.

"Wall sign" means a sign painted on or attached directly to an exterior wall of a building or that which is dependent upon a building for support, with the exposed face of the sign located in a place substantially parallel to the exterior building wall to which the sign is attached or which supports the sign.

"Window sign" means a sign applied, painted or affixed to or in the window of a building. A window sign may be temporary or permanent.

#### **17.18.040 Sign permits and administration.**

- A. Sign Permit Required. To ensure compliance with the regulations of this chapter, a sign permit shall be required in order to erect, move, alter, reconstruct or repair any permanent or temporary sign, except signs that are exempt as set forth in section 17.18.050 (Exempt Signs). In multitenant buildings, a separate permit shall be required for each business entity's sign(s). Separate building and electrical permits may be required for signs and will be determined on a case-by-case basis. Changing or replacing the copy or graphics on an existing lawful sign shall not require a permit, provided the change does not result in a violation of this chapter.
- B. Temporary Banners. The Town may approve temporary sign permits subject to the following:
  - 1. Temporary banners displaying a one-time event may only be displayed for a period not to exceed two (2), fourteen (14) day periods within any consecutive three hundred sixty-five (365) days. Such banners shall only be permitted as fourteen (14) day timeframes and may not be further subdivided or prorated.
  - 2. A temporary banner shall be securely attached to the wall of the establishment, other freestanding signs or properly designed and structurally sound poles or posts on private property.
  - 3. One (1) temporary banner per street frontage per establishment shall be permitted unless more than one (1) business occupies the same building. In that case, each business may be allowed to display a temporary banner. However, the other limitations of this section shall not be increased by the number of businesses at a location.
  - 4. A temporary banner shall not be placed within the public right of way nor off the premises granted the permit.
  - 5. A temporary banner shall be limited to the height and size provisions of this chapter.
- C. Application for a Sign Permit.
  - 1. Sign Permit Application Requirements. Applications for sign permits shall be made in writing on forms furnished by Town staff. The application shall contain:
    - a. The location by street number and the legal description of the property upon which the proposed sign structure is to be located;
    - b. Names and addresses of the property owner, applicant (if different from the property owner), sign contractor and erectors;
    - c. Evidence of a current New Castle contractor's license may be required at the sole discretion of the Town Administrator depending on the nature of the sign;

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- d. Legible accurately scaled plan which includes the specific location of the sign and setbacks to adjacent property lines and buildings;
  - e. A detailed accurately scaled drawing indicating the dimensions, materials, and colors of the proposed sign structure. A certification by a structural engineer may be required by staff for a freestanding or projecting sign;
  - f. A graphic drawing or photograph of the sign;
  - g. A description of the lighting to be used including a listing of the energy conservation measures incorporated in sign (light fixture type(s), materials used etc.), fixture specifications, bulb type, wattage and placement, and an estimate of energy consumption by the sign;
  - h. Proof of premises liability insurance covering freestanding, projecting and wall signs;
  - i. If the sign is to be located off the premises listed in the application, a written lease or permission from the property owner of the site on which the sign will be located; and
  - j. Payment of a nonrefundable sign permit fee as established by the current fee schedule. The applicant shall pay all costs billed by the Town of New Castle relative to the review of the application including review fees by any outside consultants. Approved sign permit applications shall expire six (6) months from the date of issuance if installation of the sign has not been completed. A single six (6) month extension may be granted administratively upon completion of an extension application including a written narrative by the applicant explaining the basis for the extension request and payment of an extension application fee.
2. Sign Permit Application Review of Completion. Within fifteen (15) business days of the date of submission of an application, the Town Administrator or their designee shall determine whether the application is complete. If the application is deemed incomplete, the Town Administrator shall give written notice of the deficiency to the applicant. The applicant shall have fifteen (15) business days, or such other additional time as the Town Administrator may grant in their sole discretion, to correct the deficiency or the Town Administrator may deny the application.
  3. Review and Approval. When the application has been determined to be complete, the Town Administrator or their designee shall review the sign permit in accordance with the established review criteria. Within fifteen (15) business days of the determination of completeness, the Town Administrator must issue a written decision on the application. The Town Administrator may approve, approve with conditions or deny the sign permit. Upon approval of the sign permit, the sign permit and any building permits required for the sign must be obtained by the applicant prior to construction. Electrical permits, if required, shall be obtained from the state electrical inspector and evidence of an approved permit shall be provided to the Town prior to construction.
- D. Sign Permit Review Criteria. The following review criteria will be used by Town staff to evaluate all sign permit applications:
1. Sign meets the requirements of this chapter;
  2. Sign conforms to the requirements of all applicable codes, including, but not limited to, building and electrical codes;
  3. Sign conforms to the applicable zoning requirements, including but not limited to, size, height, material and location for the zoning and sign district in which it is located;
  4. Sign would not create visual obstructions which adversely impact public safety and/or that otherwise interfere with pedestrian or vehicular safety;
  5. Sign would not detract from the character of an architectural, historic, or scenic area;
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6. Sign would not be located so as to have a negative impact on adjacent residential property including, but not limited to, impacts from excessive lighting, shading of or impairment of solar access, visibility of or from public rights-of-way and similar adverse impacts;
  7. Sign would not impair pedestrian access of a street or area;
  8. Sign would not add to an over-proliferation of signs on a particular property or area; and
  9. Sign does not contain hateful, obscene, or threatening speech.
- E. Appeals.
1. An applicant may file an appeal of the Town Administrator's decision on a sign permit application to the Town Council for any of the reasons set forth below. Sign application appeals to the Town Council shall be filed with the Town Clerk no later than ten (10) calendar days after the date of action by the Town Administrator. The following items constitute a basis upon which an applicant may file an appeal. Notice of appeal shall be in writing and shall state specifically any action appealed from and the grounds for such appeal.
    - a. Failure of the Town Administrator to provide a written response concerning completion of an application within fifteen (15) calendar days of the Town's receipt of the sign permit application.
    - b. Any written decision rendered by the Town Administrator concerning a permit or an interpretation of this chapter.
  2. The action being appealed shall be held in abeyance pending the decision of the Town Council. The appeal shall be heard by the Town Council at the next available meeting, as determined by the Town Clerk. The Town Council shall review the decision of the Town Administrator under the same criteria applied by the Town Administrator. The Town Council is not bound by the findings and determinations of the Town Administrator, but may give such findings deference as determined by Town Council.
- F. Variances. Any variance requested in association with a sign shall be processed pursuant to the provisions of Chapter 17.12 of the New Castle Municipal Code.

### **17.18.050 Exemptions and exceptions.**

- A. Sign Permit Exemptions. This chapter does not apply to the following types of signs:
1. Signs of any type that are installed or posted, or required to be installed or posted, by the Town of New Castle, Garfield County, State of Colorado, Federal Government, or a School District, including but not limited to signs posted in Town open space.
  2. Required signs, posted in accordance with applicable law and regulations.
- B. Sign Permit Exceptions. The following types of signs may be displayed, constructed, installed, erected, or altered in any zoning/sign district without a sign permit. Such signs shall otherwise be in conformance with all applicable requirements contained in this chapter. All such signs (except government signs) shall be located outside of the public right of way. Signs shall not interfere with traffic signs or the sight distance triangle at intersections. Evidence of owner's permission to install sign may be required. All other signs shall be allowed only with permit and upon proof of compliance with this chapter.
1. Address. Non-illuminated signs not to exceed two (2) square feet in area that identify the address and/or occupants of a building.
  2. Building Identification, Historical Markers. Non-illuminated signs not exceeding four (4) square feet, constructed of metal, wood or masonry that are permanently affixed to buildings or structures for the purpose of identifying the name of a building, date of erection or other historical information as approved by Town staff.

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3. Bumper Stickers. Bumper stickers on vehicles.
  4. Carried Signs. Signs that are being carried by people or by service animals recognized under the Americans with Disabilities Act, provided that such signs are not set down or propped on objects.
  5. Temporary Site Signs. Temporary site signs installed in association with an active building permit that are removed upon issuance of a certificate of occupancy or expiration of the building permit, provided that:
    - a. Such signs shall have a maximum sign area of twelve (12) square feet.
    - b. Such signs shall be oriented toward the street.
    - c. Such signs shall not be illuminated.
    - d. Such signs shall only be installed on the private property on which the construction activity is located.
    - e. Such signs shall be removed within seven (7) days after issuance of a certificate of occupancy or expiration of the building permit.
  6. Directional. On-premises directional and instructional signs not exceeding four (4) square feet in area apiece.
  7. Flags. Flags that do not exceed thirty (30) square feet in area that are affixed to permanent flagpoles or flagpoles that are mounted to buildings (either temporary or permanent).
  8. Holiday or Seasonal Decorations.
  9. Private Property Signs. Signs erected on private property that do not exceed two (2) square feet per face, or four (4) square feet in total surface area, limited to four (4) such signs per use or per building, whichever is the greater number.
  10. "Sandwich Board" Signs. A single, temporary, portable sign not exceeding four (4) square feet per face and no more than eighteen (18) inches wide placed in front of the business and only during business hours on sidewalk in a manner that does not present a risk to public safety, accessibility (including handicap) or visibility.
  11. Scoreboards. Scoreboards for athletic fields.
  12. Signs with De Minimus Area. Signs that are affixed to a building or structure (even if wall signs are not permitted) that do not exceed one (1) square foot in sign area, provided that only one (1) such sign is present on each elevation that is visible from public rights-of-way or neighboring properties, and signs that are less than three-fourths of a square foot in area that are affixed to machines, equipment, fences, gates, walls, gasoline pumps, public telephones or utility cabinets.
  13. Strings of Light Bulbs. Displays of string lights, provided that:
    - a. They are steady burning, clear, non-colored bulb lights. No blinking, flashing, intermittent changes in intensity or rotating shall be permitted.
    - b. They are no greater in intensity than five (5) watts.
    - c. They shall not be placed on or used to outline signs, sign supports, awnings and/or canopies.
    - d. They shall not be assembled or arranged to convey messages, words, commercial advertisements, slogans and/or logos.
    - e. They shall not create a safety hazard with respect to placement, location of electrical cords or connection to power supply.
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- f. They shall be placed only on private property.
  - g. They shall be maintained and repaired so that no individual light bulb is inoperative. In the event the bulbs are not maintained or repaired, the string lights may be removed at the expense of the owner after giving notice to the owner pursuant to this chapter.
14. Temporary Yard Signs. Temporary yard signs are allowed without a sign permit pursuant to the following:
- a. In Residential Zoning Districts.
    - i. Shall not exceed more than four (4) signs per property at any one (1) time;
    - ii. Shall not exceed twenty-four (24) square feet total yard signage on any property;
    - iii. Shall not exceed a height of forty-two (42) inches;
    - iv. Shall not be located in the public right-of-way;
    - v. Shall be located at least five (5) feet from any property line; and
    - vi. Shall not be displayed for a period of more than ninety (90) days per calendar year.
  - b. In Non-Residential Zoning Districts.
    - i. Shall not exceed more than four (4) signs per property at any one (1) time;
    - ii. Shall not exceed twenty-four (24) square feet total yard signage on any property;
    - iii. Shall not exceed a height of six (6) feet, or forty-two (42) inches if placed within a sight distance triangle;
    - iv. Shall not be located in the public right-of-way; and
    - v. Shall not be displayed for a period of more than ninety (90) days per calendar year.
15. Text. No permit shall be required for text or copy changes on conforming or legal nonconforming signs specifically designed to permit changes of the text or copy, provided that there are no structural changes, changes to sign area, change in illumination or other modifications.
16. Vehicular Signs. Signs displayed on trucks, buses, trailers or other vehicles that are regularly being operated or stored in the normal course of a business, such as signs indicating the name of the owner or business that are located on moving vans, delivery trucks, rental trucks and trailers and the like, shall be exempt from the provisions of this chapter, provided that the primary purpose of such vehicles is not for the display of signs and that the vehicles are parked or stored in areas appropriate to their use as vehicles for periods that do not exceed thirty (30) days.
17. Window Sign. Signs affixed, painted on, or otherwise attached to door glass.

#### **17.18.060 Prohibited signs.**

- A. Prohibited Signs. The following signs are inconsistent with the purposes and standards in this chapter and are prohibited in all zoning districts within the Town:
    - 1. Signs located in the public right-of-way subject to the exemptions in section 17.18.050.
    - 2. Animated signs or signs that flash, rotate, blink or moving signs, signs with moving, rotating or flashing lights or signs that create the illusion of movement, except for time and temperature devices.
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3. Any sign that is erected in such a location as to cause visual obstruction or interference with motor vehicle traffic, or traffic-control devices including any sign that obstructs clear vision in any direction from any street intersection or driveway.
  4. Mechanical or electrical appurtenances, such as "revolving beacons," that are designed to attract attention.
  5. Off-premises signs.
  6. Any sign that interferes with free passage from or obstructs any fire escape, downspout, window, door, stairway, ladder or opening intended as a means of ingress or egress or providing light or air.
  7. Any sign located in such a way as to intentionally deny an adjoining property owner visual access to an existing sign.
  8. Vehicle-mounted signs, including but not limited to, signs painted on or attached to semi-trailers or cargo containers when exhibited on private property adjacent to public right-of-way for the purpose of advertising the business or services offered on the property. Vehicle-mounted signs used in connection with a special event are exempted from the requirements of this section during the duration of the special event only and not exceeding seventy-two (72) hours. Upon the conclusion of the special event, such signs must be dismantled.
  9. Portable signs or signs not permanently affixed or attached to the ground or to any structure, except as permitted by this chapter.
  10. Searchlights.
  11. Signs with optical illusion of movement by means of a design which presents a pattern capable of reversible perspective, giving the illusion of motion or changing of copy.
  12. Inflatable freestanding signs or tethered balloons or other inflatable figures or devices installed with the primary purpose of attracting attention.
  13. Stationery or portable electronic message boards, except governmental signs.
  14. Wind signs designed or installed to be activated by movement of the atmosphere.
  15. Any sign or sign structure that:
    - a. Is structurally unsafe;
    - b. Constitutes a hazard to safety or health by reason of inadequate maintenance or dilapidation;
    - c. Is not kept in good repair; or
    - d. Is capable of causing electrical shocks.
  16. Any sign or sign structure that:
    - a. In any other way obstructs the view of, may be confused with or purports to be an official traffic sign, signal or device or any other official sign;
    - b. Uses any words, phrases, symbols or characters implying the existence of danger or the need for stopping or maneuvering a motor vehicle;
    - c. Creates in any other way an unsafe distraction for motor vehicle operators or obstructs the view of motor vehicle operators entering a public roadway from any parking area, service drive, private driveway, alley or other thoroughfare.
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### 17.18.070 Removal, enforcement, and penalties.

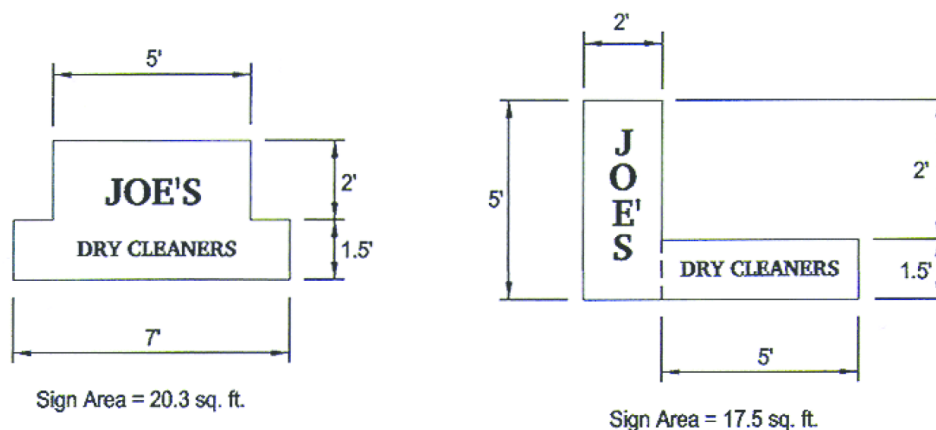
#### A. Removal of Signs.

1. Discontinued Establishments. Whenever a business, industry, service or other use is discontinued, the sign(s) pertaining to the use shall be removed by the person or entity owning or having possession over the property within ninety (90) days after the discontinuance of such use.
2. Removal of Illegal Signs in the Public Right-of-Way. The Town may cause the removal of any sign within the public right-of-way or on property that is otherwise abandoned that has been placed there without first complying with the requirements of this chapter.
3. Storage of Removed Signs. Signs removed by the Town or its designee in compliance with this chapter shall be stored by the Town for thirty (30) days, during which they may be recovered by the owner only upon payment to the Town for costs of removal and storage. If not recovered within the thirty (30) day period, the sign and supporting structure shall be declared abandoned and title shall vest with the Town. The costs of removal and storage, up to thirty (30) days, may be billed to the owner. If not paid, the applicable costs may be imposed as a tax lien against the property.

#### B. Enforcement. The provisions of this chapter shall be enforced by the Town Administrator.

#### C. Penalties. Violations of this chapter shall be subject to the penalties of the Town of New Castle Municipal Code Chapter 17.96.

### 17.18.080 Measurement of sign area and height.

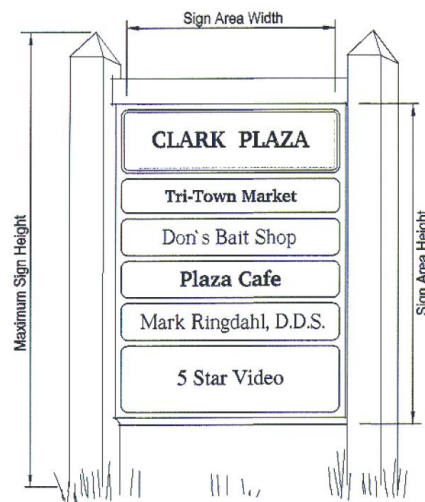
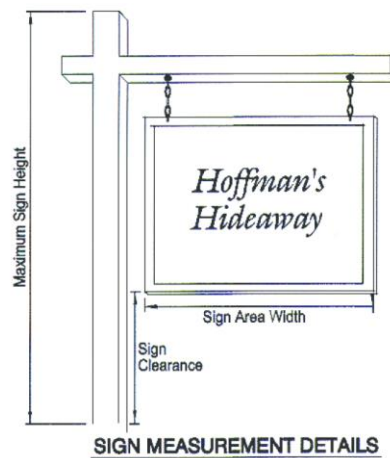


#### SIGN AREA MEASUREMENT

Figure 7-1

- A. Sign Surface Area. The area of a geometric shape enclosing any message, logo, symbol, name, photograph or display face shall be measured using standard mathematical formulas. Time and temperature devices shall not be included within the measurement of maximum sign area.
- B. Sign Support. Supporting framework or bracing that is clearly incidental to the display itself and does not include logos, advertising text or similar commercial messages shall not be computed as sign area.

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- C. Back-to-Back (Double-Faced) Signs. Back-to-back signs shall be regarded as a single sign only if mounted on a single structure, and the distance between each sign face does not exceed two feet at any point.
- D. Three-Dimensional Signs. Where a sign consists of one (1) or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture), the sign area shall be measured as their maximum projection upon a vertical plane. Signs with three-dimensional objects that exceed a projection of six (6) inches from the sign face may be approved in compliance with section 7.18.120 (Creative Signs).
- E. Wall Signs. The area of a rectangle or geometric shape that most closely outlines the sign face or letters of the sign shall be the calculated sign area. F. Sign Height. The height of a sign shall be measured from the highest point of a sign, excluding decorative embellishment, to the grade of the adjacent street or the surface grade beneath the sign, whichever is lower in elevation. When berms are used in conjunction with signage, the height of the sign shall be measured from the mean elevation of the fronting street.



**Figure 7-2**

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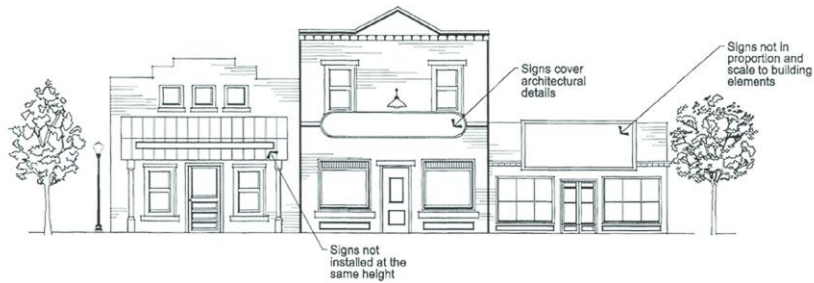
## **17.18.090 Sign design.**

### **A. Design Compatibility.**

1. Creative Design Encouraged. Signs shall make a positive contribution to the general appearance of the street and commercial area in which they are located. A well-designed sign can be a major asset to a building. The Town of New Castle encourages imaginative and innovative sign design. The creative sign application procedure (section 7.18.120) is specifically designed for artistic and unusual signs that might not fit the standard sign regulations and categories.
2. Proportionate Size and Scale. The scale of signs shall be appropriate for the building on which they are placed and the area in which they are located. Building signs shall be compatible in scale and proportion to the building facade upon which they are mounted.
3. Sign Location and Placement.
  - a. Visibility. Signs shall not visually overpower nor obscure architectural features.
  - b. Integration With the Building and Landscaping. Signs shall be carefully coordinated with the architectural design, overall color scheme and landscaping. Signs shall be designed to complement or enhance the other signs for a building.
  - c. Unified Sign Band. Whenever possible, signs located on buildings with the same block-face shall be placed at the same height, in order to create a unified sign band. Wall signs for retail uses may only be located at the first floor level.
  - d. Monument Signs. Monument signs should be located in a planter setting within a landscaped area at the primary entries to residential, commercial and industrial subdivisions to provide an overall project identity.
  - e. Pedestrian-Oriented Signs. Pedestrian-oriented signs are encouraged. It is desirable to include a pedestrian-oriented sign as one of the permitted signs for a business. These signs are designed for and directed toward pedestrians so they can easily and comfortably read the sign as they stand on a sidewalk or location adjacent to the business.
  - f. Signs near or within the public right-of-way. The provisions of sections 17.18.050-17.18.060 notwithstanding, no sign shall be erected near the intersection of any road(s) or driveways in such a manner as to obstruct free and clear vision of motorists or pedestrians or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device. Signs located at an intersection must be outside of the sight distance triangle.



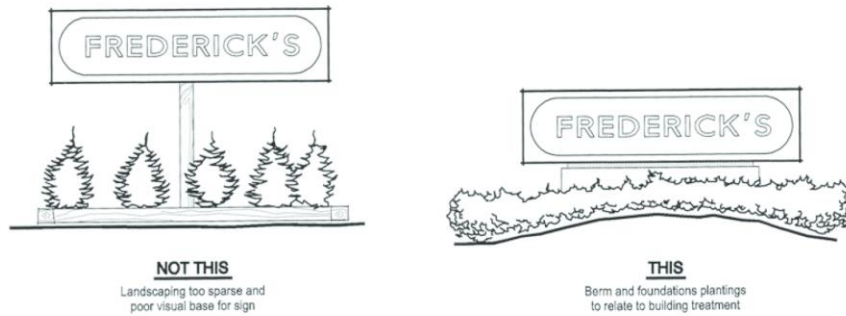
**THIS**



**NOT THIS**

**Figure 7-3**

4. Landscaping. Freestanding signs shall be landscaped at their base in a way harmonious with the landscape concept for the whole site. Landscaping shall form an attractive, dense cluster at the base of the sign that is equally attractive in winter and summer.



**Figure 7-4**

5. Low Impact Signs. Signs adjacent residential neighborhoods shall be designed and located so that they have little or no impact on residential areas. Small-scale signs are encouraged.



### REDUCE SIGN IMPACT

**Figure 7-5**

#### B. Color.

1. Color Selection. Colors shall be selected to contribute to legibility and design integrity. Sign colors shall complement the colors used on the structures and the project as a whole. Colors or combinations of colors that are harsh and disrupt the visual harmony and order of the street are unacceptable.
2. Contrasting Colors. Substantial contrast between the color and the material of the background and the letters or symbols will make the sign easier to read during both the day and night. Light letters on a dark background or dark letters on a light background are most legible.



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3. Excessive Colors. Colors or color combinations that interfere with legibility of the sign copy or that interfere with viewer identification of other signs shall be avoided.

C. Materials.

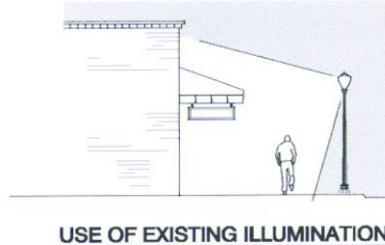
1. Signs shall be constructed of durable, high quality architectural materials. The sign package must use materials, colors and designs that are compatible with the building facade. Sign materials must be of proven durability. Treated wood, manufactured composite products with ingredients that use recycled materials, painted/treated/patina metal, stone, brick and stucco are the preferred materials for signs.

D. Legibility.

1. Signs shall be adequately legible under the circumstances in which they are primarily seen. The legibility of signs is related to:
  - a. The speed at which they are viewed;
  - b. Distance from the edge of the right-of-way;
  - c. The context and surroundings in which they are seen; and
  - d. The design, colors and contrast of the sign copy and sign face.
  - e. The design of the sign including copy, lettering size and style, and colors shall logically relate to the average speed of the traffic which will see it. Signs shall legibly convey their messages without being distracting or unsafe to motorists reading them. Symbols and logos can be used in place of words whenever appropriate.

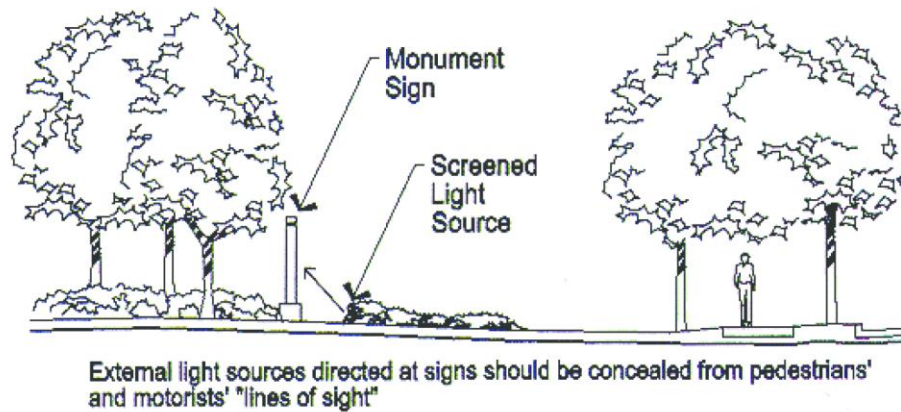
E. Sign Illumination.

1. Unnecessary lighting is to be avoided.



**Figure 7-6**

2. Sign illumination shall complement, not overpower, the overall composition of the site.
3. All lighted signs incorporating a direct light source shall be designed to direct lighting to illuminate only the face of the sign. External light sources aimed at a sign shall be concealed from pedestrians' and motorists' lines of sight.
4. Signs must be illuminated in a way that does not cause lighting trespass, illumination of adjacent properties, over-lighting or glare onto the street and adjacent properties. Signs shall be lighted only to the minimum level for nighttime readability.



**Figure 7-7**

5. All lighted signs shall meet all applicable electrical codes and the electrical components used shall bear the label of an approval agency. Additionally, electrical permits shall be obtained for electric signs.
6. Flashing, moving, blinking, chasing or other animation effects shall be prohibited on all signs except time and temperature signs.
7. Neon tubing is an acceptable method of sign illumination for window signs in commercial districts.
8. The use of individually cut, back-lit letter signs is encouraged.
9. The use of solar electric lighting devices to illuminate signs is encouraged.

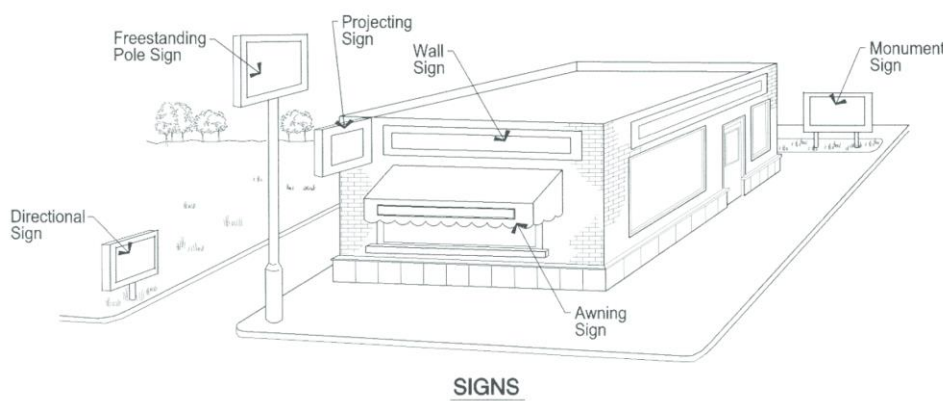
#### **17.18.100 Sign installation and maintenance.**

- A. Projecting signs shall be mounted so they generally align with others in the block.
- B. Owners of signs extending over public right-of-way shall be required to maintain public liability insurance in an amount to be determined appropriate by the Town, in which the Town is named as an "other or named insured."
- C. All signs and all components thereof, including sign structures and sign faces, shall be kept neatly painted, in a good state of repair and in compliance with all building and electrical codes so they do not constitute a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.
- D. The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign, including any illumination sources in neat and orderly condition, and in a good working order at all times, and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such sign. The sign must also be in compliance with all building and electrical codes.

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- E. The owner of any sign regulated by this chapter shall be required to keep signs and supporting hardware structurally safe, clean, free of visible defects and functioning properly at all times. Repairs to signs shall be equal to or better in quality of materials and design than the original sign.
- F. The Town may inspect any sign governed by this chapter and shall have the authority to order the painting, repair, alteration, or removal of a sign which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.

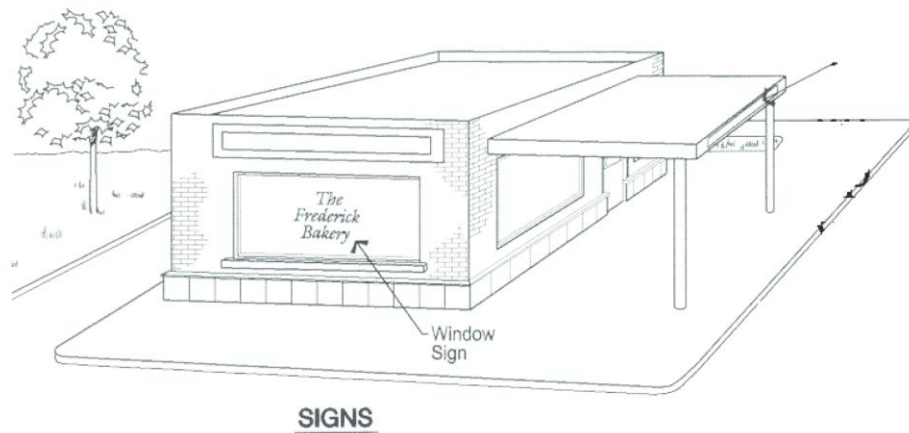
#### **17.18.110 Standards for specific types of signs.**

- A. **Awning Signs.** An awning sign is a wall sign which is painted, stitched, sewn or stained onto the exterior of an awning. An awning is a movable shelter supported entirely from the exterior wall of a building and composed of non-rigid materials except for the supporting framework.



**Figure 7-8**

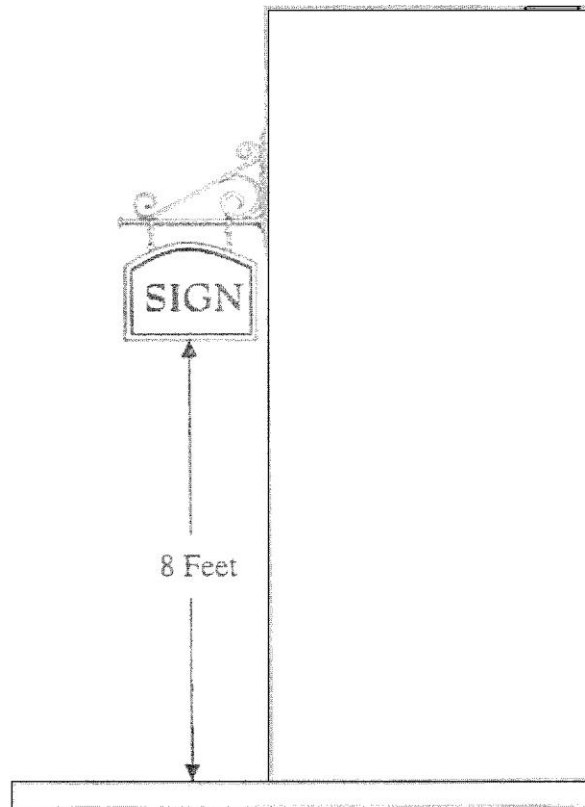
1. **Location.** Signs may be placed only on awnings that are located on first- and second-story building frontages, including those fronting a parking lot or pedestrian way. No awning sign shall project beyond, above or below the face of an awning.
  2. **Maximum Area and Height.** Sign area shall comply with the requirements established by section 17.18.130, Sign Matrices. No structural element of an awning shall be located less than eight feet above finished grade. Awnings on which awning signs are mounted may extend over a public right-of-way no more than seven (7) feet from the face of a supporting building but in no case shall extend over a roadway or parking area. No awning, with or without signage, shall extend above the roof line of any building.
  3. **Lighting.** Awnings shall not be internally illuminated except as part of a creative sign. Lighting directed downwards that does not illuminate the awning is allowed.
  4. **Required Maintenance.** Awnings shall be regularly cleaned and kept free of dust and visible defects.
- B. **Canopy Signs.** A canopy sign is a wall sign that is permanently affixed to a roofed shelter attached to and supported by a building, by columns extending from the ground or by a combination of a building and columns.



**Figure 7-9**

1. **Maximum Area and Height.** Sign area shall comply with the requirements established by section 17.18.130, Sign Matrices. No canopy, with or without signage, shall extend above the roof line of any building. No canopy sign shall project above the top of the canopy upon which it is mounted. However, such signs may project horizontally from the face of a canopy the distance necessary to accommodate the letter thickness and required electrical equipment, but not more than twelve (12) inches (measured from the bottom of the sign). Under-canopy signs which are perpendicular to the face of the building shall be deemed to be projecting wall signs. Under-canopy signs which are parallel to the face of the building shall be a minimum of eight feet above grade and shall be deemed to be flush wall signs.
2. **Required Maintenance.** Canopies shall be regularly cleaned and kept free of dust and visible defects.
- C. **Freestanding Signs.** A freestanding sign is a sign which is supported by one (1) or more columns, uprights, poles or braces extended from the ground, or which is erected on the ground and shall also include a monument sign and pole signs but does not include a sign attached to a structure.
  1. **Location.** The sign may be located only on a site frontage adjoining a public street. No freestanding sign in any zoning/sign district can be erected closer than eight feet from any curblane, nor closer than four feet to any building. No freestanding signs in business and industrial districts may be located less than twenty-five (25) feet from any property line adjacent to a residential zoning district line.
  2. **Maximum Area and Height.** The sign shall comply with the height and area requirements established in section 17.18.130, Sign Matrices.
  3. **Sign Mounting.** The sign shall be mounted on one (1) or more posts or have a solid monument-type base. Posts shall not have a diameter greater than twelve (12) inches. Pole bases shall be protected by concrete or a similar sturdy structure to prevent damage. Pole base structures may be used as landscaping planters.
  4. **Pole Signs.** Pole signs should not be so large as to obscure the patterns of front facades and yards.
- D. **Monument Signs.** A monument sign is a permanent sign where the entire bottom of the sign is affixed to the ground, not to a building.

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1. Location. The sign may be located only along a site frontage adjoining a public street.
  2. Maximum Area and Height. The sign shall comply with the height and area requirements established in section 17.18.130, Sign Matrices.
  3. Design. The design of a monument sign shall be consistent with the overall scale of the building. The design and placement of the sign shall not obstruct traffic safety sight distance areas. Project monument signs shall contain only the name and address of the project which it identifies.
  4. Landscaping Requirements. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, twenty (20) square feet of sign area equals forty (40) square feet of landscaped area. The planning commission may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project.
- E. Projecting Signs. A projecting sign is any sign supported by a building wall and projecting therefrom at least twelve (12) inches or more horizontally beyond the surface of the building to which the sign is attached, but shall not extend more than four feet from the building face.
1. Location. Projecting signs shall be placed only on a ground floor facade, except for businesses located above the ground level with direct exterior pedestrian access. Projecting signs shall generally align with other projecting signs in the block to create a "canopy line" that gives scale to the sidewalk.
  2. Maximum Area and Height. Projecting signs shall not be higher than the wall from which the sign projects if attached to a single story building, or the height of the bottom of any second story window if attached to a multi-story building. Projecting signs must have eight feet clearance and may not extend more than four feet from the building wall except where the sign is an integral part of an approved canopy or awning. The size of projecting signs is limited to three feet wide and six square feet.
  3. Sign Structure. Sign supports and brackets shall be compatible with the design and scale of the sign.
  4. Quantity. The number of projecting signs is limited to one per business.



**Figure 7-10**

- F. Standard Brand-Name Signs. A standard brand-name sign is any sign devoted to the advertising of any standard brand-name commodity or service which is not the principal commodity or service being sold or rendered on the premises, or are not a part of the name or business concern involved.
1. Maximum Area. Not more than twenty (20) percent of the total allowable sign area for any permitted use shall be devoted to the advertising of any standard brand-name commodity or service.
- G. Wall Signs. A wall sign is any sign painted on, incorporated in or affixed to the building wall, or any sign consisting of cut-out letters or devices affixed to the building wall with no background defined on the building wall.
1. Location. The sign shall not be placed to obstruct any portion of a window, doorway or other architectural detail. Locate wall signs on buildings at the first floor level only for retail uses. No part of a wall sign shall be located more than twenty-five (25) feet above grade level nor shall it extend above the building eave.
  2. Maximum Area and Height. Wall signs shall not be higher than the eave line of the principal building. The sign shall comply with the height and area requirements established in section 17.18.130, Sign Matrices.



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3. Projection from Wall. No sign part, including cut-out letters may project from the surface upon which it is attached more than required for construction purposes and in no case more than twelve (12) inches.
  4. Design. Wall signs shall identify the individual business, building or building complex by name or trademark only.
- H. Window Signs. A window sign is a sign that is painted on, applied or attached to a window or that can be read through the window from the public right-of-way and may be placed at or below the second story above grade.
1. Maximum Area. When a sign is displayed in a window and is visible beyond the boundaries of the lot upon which the sign is displayed, the total area of such sign shall not exceed twenty-five (25) percent of the window or door area at the ground floor level; and twenty-five (25) percent of the total allowable sign area for the premises.
  2. Lighting. All illuminated window signs shall be included in the total allowable sign area for the premises.
  3. Temporary Window Signs. Temporary signs or posters displayed for periods not exceeding fourteen (14) days shall be exempt from limitations for window signs.

### **17.18.120 Creative signs.**

- A. Purpose. This section establishes standards and procedures for the design, review and approval of creative signs. The purposes of this creative sign program are to:
1. Encourage signs of unique design, and that exhibit a high degree of thoughtfulness, imagination, inventiveness, and spirit; and
  2. Provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the Town of New Castle, while mitigating the impacts of large or unusually designed signs.
- B. Applicability. An applicant may request approval of a sign permit under the creative sign program to authorize on-site signs that employ standards that differ from the other provisions of this chapter but comply with the provisions of this section.
- C. Approval Authority. A sign permit application for a creative sign shall be subject to approval by the planning commission.
- D. Application Requirements. A sign permit application for a creative sign shall include all information and materials required by the Town of New Castle, and the filing fee based on the same fee schedule as a building permit.
- E. Design Criteria. In approving an application for a creative sign, the planning commission shall ensure that a proposed sign meets the following design criteria:
1. Design Quality. The sign shall:
    - a. Constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area;
    - b. Be of unique design, and exhibit a high degree of thoughtfulness, imagination, inventiveness, and spirit;
    - c. Provide strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.
  2. Style Criteria. The sign shall contain at least one of the following elements:

- a. Classic historic design style;
  - b. Creative image reflecting current or historic character of the Town of New Castle;
  - c. Creative symbols or imagery compatible with the classic historic design style; or
  - d. Inventive representation of the use, name or logo of the structure or business.
3. Architectural Criteria. The sign shall:
    - a. Utilize and/or enhance the architectural elements of the building;
    - b. Be placed in a logical location in relation to the overall composition of the building's facade;
    - c. Not cover any key architectural features/details of the facade.

### **17.18.130 Sign matrices.**

The following section of these regulations corresponds to the following sign districts identified on the sign district map.

1. Residential district;
2. Gateway district;
3. Downtown and mixed-use district; and
4. Industrial district.

This section includes a series of sign matrices that address permitted, exempt or prohibited signs, sign area, sign illumination and sign height. These tables are intended to assist the user in understanding the type, size, illumination and height of various signs in each sign district. This information is intended to be used in conjunction with the sign district map and other sections of these regulations.

### **17.18.131 Sign standards matrix—Permitted, exempt or prohibited.**

Sign Type	Residential District	Gateway District	Downtown & Mixed-Use District	Industrial District
Awning Sign	Prohibited	Permitted	Permitted	Permitted
Banner	Prohibited	Permitted	Permitted	Permitted
Bulletin Board	Exempt	Exempt	Exempt	Exempt
Canopy Sign	Prohibited	Permitted	Permitted	Prohibited
Changeable Copy Sign	Prohibited	Permitted	Prohibited	Permitted
Creative Sign	Prohibited	Permitted	Permitted	Permitted
Marquee Sign	Prohibited	Permitted	Permitted	Permitted
Monument Sign	Permitted	Permitted	Prohibited	Permitted
Off-Premises Sign	Prohibited	Prohibited	Prohibited	Prohibited
Painted Wall Sign	Prohibited	Permitted	Permitted	Permitted
Pole Sign	Prohibited	Permitted	Prohibited	Permitted

Portable Sign	Prohibited <sup>a</sup>	Permitted	Permitted	Prohibited
Projecting Sign	Permitted	Permitted	Permitted	Permitted
Roof Sign	Prohibited	Prohibited	Prohibited	Prohibited
Suspended Sign	Permitted	Permitted	Permitted	Permitted
Temporary Sign	Permitted	Permitted	Permitted	Permitted
Wall Sign	Permitted	Permitted	Permitted	Permitted
Window Sign	Prohibited	Permitted	Permitted	Permitted

(a) Portable signs shall be permitted within the residential zone provided all the following conditions are met:

- The portable sign shall be an on-premises sign.
- The portable sign shall be stored inside the establishment after hours of operation.
- The portable sign shall not cause visual interference with motor vehicle traffic, pedestrian traffic, or traffic control devices.

#### 17.18.132 Sign area matrix.

Sign Type	Residential District Sq. Ft.	Gateway District Sq. Ft.	Downtown & Mixed-Use District Sq. Ft.	Industrial District Sq. Ft.
Awning Sign	0	Sum of all signs on a given wall shall not exceed 5% of the side of the wall area, but shall not exceed 150 ft. <sup>(a)</sup>	10 if main business sign; 4 if it is an auxiliary business sign	Sum of all signs on a given wall shall not exceed 5% of the side of the wall area, but shall not exceed 150 ft. <sup>(a)</sup>
Banner	0	24	24	60
Bulletin Board	15	15	15	15
Canopy Sign	0	Sum of all signs on a given wall shall not exceed 5% of the side of the wall area, but shall not exceed 150 ft. <sup>(a)</sup>	10 if main business sign; 4 if it is an auxiliary business sign	0
Changeable Copy Sign	0	15	15	15
Creative Sign	0	Sum of all signs on a given wall shall not exceed 5% of the side of the wall area,	10 if main business sign; 4 if it is an auxiliary business sign	Sum of all signs on a given wall shall not exceed 5% of the side of the wall area,

		but shall not exceed 150 ft. <sup>(a)</sup>		but shall not exceed 150 ft. <sup>(a)</sup>
Directional Sign	4	4	4	4
Marquee Sign	0	See "Wall Sign"	See "Wall Sign"	See "Wall Sign"
Monument Sign	64 <sup>(b)</sup>	120 <sup>(c)</sup>	0	120 <sup>(c)</sup>
Painted Wall Sign	0	See "Wall Sign"	See "Wall Sign"	See "Wall Sign"
Pole Sign	0	128 <sup>(e)</sup>	0	128 <sup>(e)</sup>
Portable Sign	0	4	4	0
Projecting Sign	6 <sup>(g)</sup>	6 <sup>(f)</sup>	6 <sup>(f)</sup>	6 <sup>(f)</sup>
Suspended Sign	6 <sup>(g)</sup>	6 <sup>(f)</sup>	6 <sup>(f)</sup>	6 <sup>(f)</sup>
Temporary Site Sign	12	12	12	12
Wall Sign	6 <sup>(g)</sup>	6 <sup>(f)</sup>	6 <sup>(f)</sup>	6 <sup>(f)</sup>
Window Sign	0	25% window area <sup>(i), (j)</sup>	25% window area <sup>(i), (j)</sup>	25% window area <sup>(i), (j)</sup>

<sup>(a)</sup> Allowed in place of a wall sign and one per individual building tenant.

<sup>(b)</sup> Downward and direct illumination only; when placed on subdivision entry features, only the sign face shall be used to calculate the sign area.

<sup>(c)</sup> Minimum horizontal distance between signs on the same property is seventy-five (75) feet.

<sup>(d)</sup> In place of project monument sign; not allowed on local or collector streets. Minimum horizontal distance between signs on the same property is seventy-five (75) feet.

<sup>(f)</sup> One per individual tenant building frontage. The sum of all wall signs on a given wall shall not exceed five percent of the wall area, but shall not exceed one hundred fifty (150) square feet; cannot be more than twenty-five (25) feet above grade level or higher than the eave line of the principal building; first floor level only for retail uses.

<sup>(g)</sup> One per street frontage, all signs may be no higher than the eave line of the principal building; may be lighted (shielded light source) and include name and address of facility only. Childcare center and bed and breakfast only.

<sup>(h)</sup> Cannot exceed twenty-five (25) percent of the total allowable sign area for the premises.

<sup>(i)</sup> Illuminated window signs shall be included in the total allowable sign area for the premises.

<sup>(j)</sup> Temporary signs or posters displayed for periods not exceeding fourteen (14) days announcing or advertising events sponsored by noncommercial organizations shall be exempt from limitations for window signs.

### 17.18.133 Sign illumination matrix.

Sign Type	Residential District-Illumination Allowed Y/N	Gateway District-Illumination Allowed Y/N	Downtown & Mixed-Use District-Illumination Allowed Y/N	Industrial District-Illumination Allowed Y/N
Awning Sign	N	N	N	N
Banner	N	N	N	N
Bulletin Board	N	Y	Y	Y

Canopy Sign	N	N	N	N
Changeable Copy Sign	N	Y	N	Y
Creative Sign	N	N	N	N
Marquee Sign	N	Y	Y	Y
Monument Sign	Y <sup>(a)</sup>	Y	Y	Y
Painted Wall Sign	N	Y	Y	Y
Pole Sign	N	Y	N	Y
Political Sign	N	N	N	N
Portable Sign	N	N	N	N
Projecting Sign	N	Y	Y	Y
Roof Sign	N	N	N	N
Suspended Sign	Y <sup>(a)</sup>	Y	Y	Y
Temporary Sign	N	N	N	N
Wall Sign	Y <sup>(a)</sup>	Y	Y	Y
Window Sign	N	(b)	(b)	(b)

<sup>(a)</sup> Downward aimed direct light source only; may not be illuminated between 10:00 p.m. and 7:00 a.m. if within five hundred (500) feet of existing residential uses.

<sup>(b)</sup> Illuminated window signs shall be included in the total allowable sign area for the premises.

#### 17.18.134 Sign height matrix.

Sign Type	Residential District-Max Height-Feet	Gateway District-Max Height-Feet	Downtown & Mixed-Use District-Max Height-Feet	Industrial District-Max Height-Feet
Awning Sign	0	(a)	(a)	(a)
Banner	0	(a)	(a)	(a)
Bulletin Board	6	6	6	6
Canopy Sign	0	(a)	(a)	0
Changeable Copy Sign	0	(a)	0	(a)
Creative Sign	0	4	4	4
Marquee Sign	0	(a)	(a)	(a)
Monument Sign	5	6	0	6
Nameplate	Exempt	6 <sup>(a)</sup>	6 <sup>(a)</sup>	6 <sup>(a)</sup>
Painted Wall Sign	0	(a)	(a)	(a)

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Pole Sign	0	25	0	25
Political Sign	Exempt	Exempt	Exempt	Exempt
Portable Sign	0	4	4	0
Projecting Sign	6	(b)	(b)	(b)
Roof Sign	0	0	0	0
Suspended Sign	6	(b)	(b)	(b)
Temporary Yard Sign	3.5	3.5	3.5	3.5
Wall Sign	6 <sup>(a)</sup>	(c)	(c)	(c)
Window Sign	0	(d)	(d)	(d)

<sup>(a)</sup> May be no higher than the eave line of the principal building.

<sup>(b)</sup> Minimum height above sidewalk or grade eight feet. Shall not be higher than the eave from which the sign projects if attached to a single story building or fifteen (15) feet above grade, whichever is less, or the height of the bottom of any second story window if attached to a multi-story building.

<sup>(c)</sup> Cannot be twenty-five (25) feet above grade level or higher than the eave line of the principal building; first floor level only for retail uses.

<sup>(d)</sup> Window signs visible beyond the boundaries of the lot upon which the sign is displayed shall not exceed twenty-five (25) percent of the window or door area at the ground floor level; and twenty-five (25) percent of the total allowable sign area for the premises.



# New Castle Sign District Map

**Legend**

Residential Sign District

Gateway Sign District

Downtown Mixed-use Sign Dist

Industrial Sign District

Open Space

City

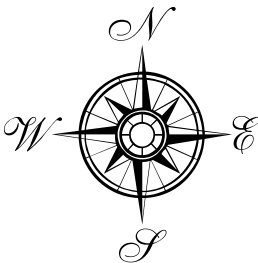
StreamsDitches

flood

Railroads

Highways

This map is to be used in conjunction with the New Castle Sign Code. The outlines of each district shown on the map follow property lines, zone district boundaries and rights-of way. The level of map accuracy is intended to be sufficient for sign code administration purposes only. Interpretation of sign district boundaries shall be made by the New Castle Planner based upon the purpose and intent of the sign regulations as well as application of a sign district to the underlying uses defined by zoning. Appeals of interpretations made by the Planner shall be in conformance with the relevant section(s) of the New Castle Municipal Code. Areas that do not have a sign district designation do not allow signs.





**Town of New Castle**  
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New Castle, CO 81647

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

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## Memorandum

**To:** Mayor & Council

**From:** Paul Smith, Dave Reynolds

**Re:** Agenda Item: Consider Ordinance TC 2023-7 Adoption of the Wildland Urban Interface Code (WUI) on first reading.

**Date:** 10/017/23

**Purpose:**

The purpose of this agenda item is to consider Ordinance TC 2023-7 on first reading. During Town Council meetings held on March 21, 2023, and on Sept. 19, 2023, Town Planner Paul Smith had the opportunity to explain the WUI Code to Town Council. After receiving feedback from both meetings, and after conferring with Colorado River Fire Rescue (CRFR), Paul has made amendments to the code which we believe will move the town in a positive direction related to Wildland Interface and our exposure to wildfires. While no plan or code can totally protect us from the on-going threat of fire, the adoption of the WUI Code can act as an important step in moving toward more resilient buildings and landscaping.

**TOWN OF NEW CASTLE, COLORADO**  
**ORDINANCE NO. TC 2023-7**

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL ADDING  
CHAPTER 15.25 TO THE NEW CASTLE MUNICIPAL CODE FOR THE  
ADOPTION OF THE 2021 EDITION OF THE INTERNATIONAL WILDLAND  
URBAN INTERFACE CODE WITH AMENDMENTS.

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

WHEREAS, the Town has previously adopted by reference the 2015 editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Fuel Gas Code, the International Plumbing Code, the International Existing Building Code, and the International Fire Code (collectively, the “ICodes”); and

WHEREAS, the ICodes serve as the building codes for the Town as set forth in Title 15 of the New Castle Municipal Code (“Town Code”); and

WHEREAS, Colorado River Fire Rescue (“CRFR”) has recommended that the Town adopt regulations to protect from potential wildfire impacts within Town limits by requiring improved fire resistance of newly built structures including provisions for vegetative fuel management; and

WHEREAS, other neighboring municipalities with high exposure to wildland fire risk have adopted similar ordinances meant to improve resilience and safety during a local wildfire event; and

WHEREAS, to be consistent with these communities and promote the health, safety, and welfare of Town residents, the Town Building Official has recommended that the Town adopt the 2021 version of the International Wildland Urban Interface Code (“WUI Code”); and

WHEREAS, Town staff has reviewed the WUI Code in light of the Town’s unique physical setting and development needs and determined that the amendments set forth herein will ensure efficient administration and enforcement; and

WHEREAS, on March 21<sup>st</sup>, 2023 and again on September 19<sup>th</sup>, 2023, Town Council (“Council”) conducted a public workshop to discuss the merits and practicality of such adoption; and

WHEREAS, on October 17, 2023 (FIRST READING), Council conducted a duly noticed public hearing regarding the adoption of the updated editions of the International Codes pursuant to C.R.S. § 31-16-203; and

WHEREAS, on November 7, 2023 (SECOND READING), Council conducted a duly noticed public hearing regarding the adoption of the updated editions of the International Codes pursuant to C.R.S. § 31-16-203;

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

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

Section 2.     Adoption. Council hereby adopts by reference the 2021 edition of the International Wildland Urban Interface Code, subject to the amendments set forth in Section 3 of this Ordinance. The new provisions will occupy Chapter 15.25 of the New Castle Municipal Code.

Section 3.     Code Amendments to Town Code Chapter 15.25. New section Chapter 15.25 of the Municipal Code shall include the following amendments to the WUI Code. Appendices A through H of the 2021 WUI Code shall not be mandatory, but may serve to inform risk assessments and vegetation management planning. Those sections of the WUI Code not expressly amended in this Ordinance shall remain unchanged and in full force and effect. All title pages and tables of contents shall be updated accordingly.

## **Chapter 15.25 – International Wildland Urban Interface Code**

### **15.25.010     Adoption by reference.**

Pursuant to the power and authority conferred by the Town Charter and C.R.S. § 31-16-201 et seq., there is adopted by reference thereto the International Wildland Urban Interface Code, 2021 Edition, promulgated by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, Illinois 60478. The purpose and subject matter of this code is to regulate and govern the safeguarding of life and property from conditions hazardous to life or property in the occupancy of buildings and premises in the Town. Where conflicts exist between this code and other adopted codes, the more conservative code shall be enforced.

### **15.25.020     Amendments.**

The International Wildland Urban Interface Code, 2021 Edition, is hereby amended as follows:

Section 101.1 Insert: “Town of New Castle”

Section 103.1 Insert: “The Town of New Castle Building Department”

Sections 104.3 through 104.3.1 are hereby deleted. Section 15.04.030 of the Municipal Code shall control.

Subsection 106.3 #2 is hereby deleted. Chapter 15.48 of the Municipal Code shall control.

Section 106.3 substitute the following in place of # 2 above:

2. Planting or maintenance of vegetation on lots with primary structures constructed prior to the adoption of this Chapter;

Chapter 3 is hereby repealed and replaced by the following text:

### **Chapter 3: Wildland-Urban Interface Area**

**Section 301.1** Studies provided by the Garfield County Community Wildfire Protection Plan (2022, see Exhibit A, Figure 1) demonstrate that all lands within Town boundaries and all lands within the proposed the Urban Growth Boundary (“UGB”) as represented in the New Castle Comprehensive Plan (Exhibit A, Figure 3) are subject to wildland fire potential that poses hazards to human life, safety, and property. CRFR therefore deems the entirety of these lands within the UGB as *Wildland-Urban Interface Area* as defined by WUI Code Chapter 2 and subject to the mitigation provisions below. In consultation with the staff, CRFR, and any other outside referral agencies, Council may reevaluate and recommend modification to the wildland-urban interface area as necessary.

Chapter 4 is hereby repealed and replaced by the following text:

### **Chapter 4: Wildland-Urban Interface Area Requirements**

**Section 401.1** As part of the wildland-urban interface area, all new land use applications submitted to the municipality, including but not limited to annexations, master plans, planned urban developments (“PUDs”), subdivisions, rezoning, PUD or master plan amendments, or any other land use proposals considered by the Town Planner to be at risk for wildland fire impact, shall be subject to review and comment by CRFR.

**Section 402.1** Applications subject to CRFR review will be evaluated for wildfire hazard posed to persons and/or property and any proposed mitigation measures considered. CRFR will be asked to evaluate the site plan for planned or existing roads, water supply facilities, configuration and location of lots, topography of the site, types and density of vegetation or other fuels present, the fire protection measures proposed by the applicant, and any other relevant factors in making its recommendation.

**Section 403.1** If CRFR finds that wildland fire hazards exist to persons and property as a result of the proposed land use, CRFR is requested to recommend mitigation strategies to be incorporated by the Town into the land use application approval, including but not limited to additional access for emergency vehicles, turnouts, establishment of adequate grades and sight distances, the establishment of fuel breaks, location of proposed landscape vegetation, and any mitigation measures for current vegetation.

**Section 404.1** The Town will consider the recommendations of CRFR and incorporate them into any final land use approval that is determined to be appropriate.

Section 502 is hereby deleted.

Section 503.1 is hereby deleted and replaced by the following text:

**503.1 General.** All primary and accessory structures hereafter constructed or relocated into or within wildland-urban interface areas shall meet the requirements for Class 1 ignition-resistant construction in Section 504. Materials required to be ignition-resistant shall comply with the requirements of Section 503.2.

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

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

Section 504.10 is hereby deleted and replaced by the following text:

**504.10 Vents.** Attic ventilation openings, foundation or underfloor vents, or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m<sup>2</sup>) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed a minimum of 1/16-inch and a maximum of 1/8-inch.

**Exception:** Openings size is not limited where approved rated vents are installed.

Subsection 504.10.1 is hereby amended to include the following exception:

**Exception:** Attic ventilation may be permitted in soffits if vents are listed with an approved testing agency in compliance with ASTM E2886.

Section 505 is hereby deleted.

Section 506 is hereby deleted.

Section 601.1 is hereby deleted and replaced with the following text:

**601.1 Scope.** The provisions of this chapter establish general requirements for properties with new principal structures built within the wildland-urban interface area.

Section 602 is hereby deleted.

Section 603.2 and Table 603.2 are hereby deleted. Section 603.2 is replaced by the following text:

**603.2 Fuel Modification.** The fuel modification distance in any direction shall be not less than 30 feet or the distance to the lot line, whichever is less. The distance shall be



measured on a horizontal plane from the furthest projection point of each wall line as shown in Figure 603.2. The fuel modification distance may be modified at the discretion of the Building Official if it is found that conditions on the site exist such that the required distance is impracticable.

1. *Nonfire-resistive* shrubs or plants (not including trees), combustible landscape materials (e.g. wood fencing, mulch, wood retaining walls), or other combustible yard ornamentation may be located anywhere within the fuel modification distance.

**Exception 1:** In no instance shall nonfire-resistive shrubs and plants, combustible landscape materials (e.g. wood fencing, mulch, wood retaining walls), or other combustible yard ornamentation be located within five (5) feet of any structure.

**Exception 2:** In no instance shall nonfire-resistive shrubs and plants, combustible landscape materials (e.g. wood fencing, mulch, wood retaining walls), or other combustible yard ornamentation be located within ten (10) feet of any tree or tree cluster as specified in Section 603.2.2.

2. *Fire-resistive* shrubs or plants (not including trees), as listed on the FireWise Plant List provided by Colorado State University or other equivalent list, may be planted within the fuel modification distance without limitation.
3. Ignition-resistant building materials subject to the provisions of Section 503.2 may be used for landscaping or other yard ornamentation within the fuel modification distance without limitation.

Section 603.2.2 is hereby amended to include the following exception:

**Exception:** The Building Official or designated representative may allow tree clustering (i.e. densification) of certain species on the property only if such species are listed on the FireWise Plant List provided by Colorado State University or other equivalent list. For purposes of this code, a cluster is any grouping of trees wherein the area of the cluster occupies no more than fifty (50) square feet (e.g. 8 foot diameter circle) as bounded by the tree trunks. Each cluster must maintain the required ten (10) feet of separation between other trees, tree clusters, and other nonfire-resistive vegetation.

Section 604.4 is hereby deleted and replaced by the following text:

**604.4 Trees.** Tree crowns extending to less than (10) feet from any building structure shall be pruned to maintain a minimum horizontal clearance of ten (10) feet.

Trees shall not be planted within any side or rear setbacks, unless, at the discretion of the Building Official, trees within such setback locations are considered nonhazardous to adjoining properties.



All trees within the fuel modification distance shall be pruned to remove lower limbs up to a minimum of 4 feet above the adjacent ground surface.

**Exception:** For newly planted trees, pruning of limbs above the ground surface shall not be required to exceed a pruning height-to-tree height ratio of 1:6. (For example, a newly planted six foot spruce shall have limbs removed one foot above surrounding grade. Or, a tree that has grown to twelve (12) feet shall have lower limbs removed at least two (2) feet above surrounding grade). However, at no time shall any tree limbs be lower than one (1) foot above the adjacent ground surface.

Section 4. Severability. Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.

Section 5. Effective Date. This Ordinance shall take effect on January 1<sup>st</sup>, 2024..

INTRODUCED on October 17, 2023 at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado on November 7, 2023 read by title and number, passed with amendments, approved, ordered, and published as required by the Town Charter.

TOWN OF NEW CASTLE, COLORADO  
TOWN COUNCIL

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

ATTEST:

\_\_\_\_\_  
Mindy Andis, Town Clerk

EXHIBIT A

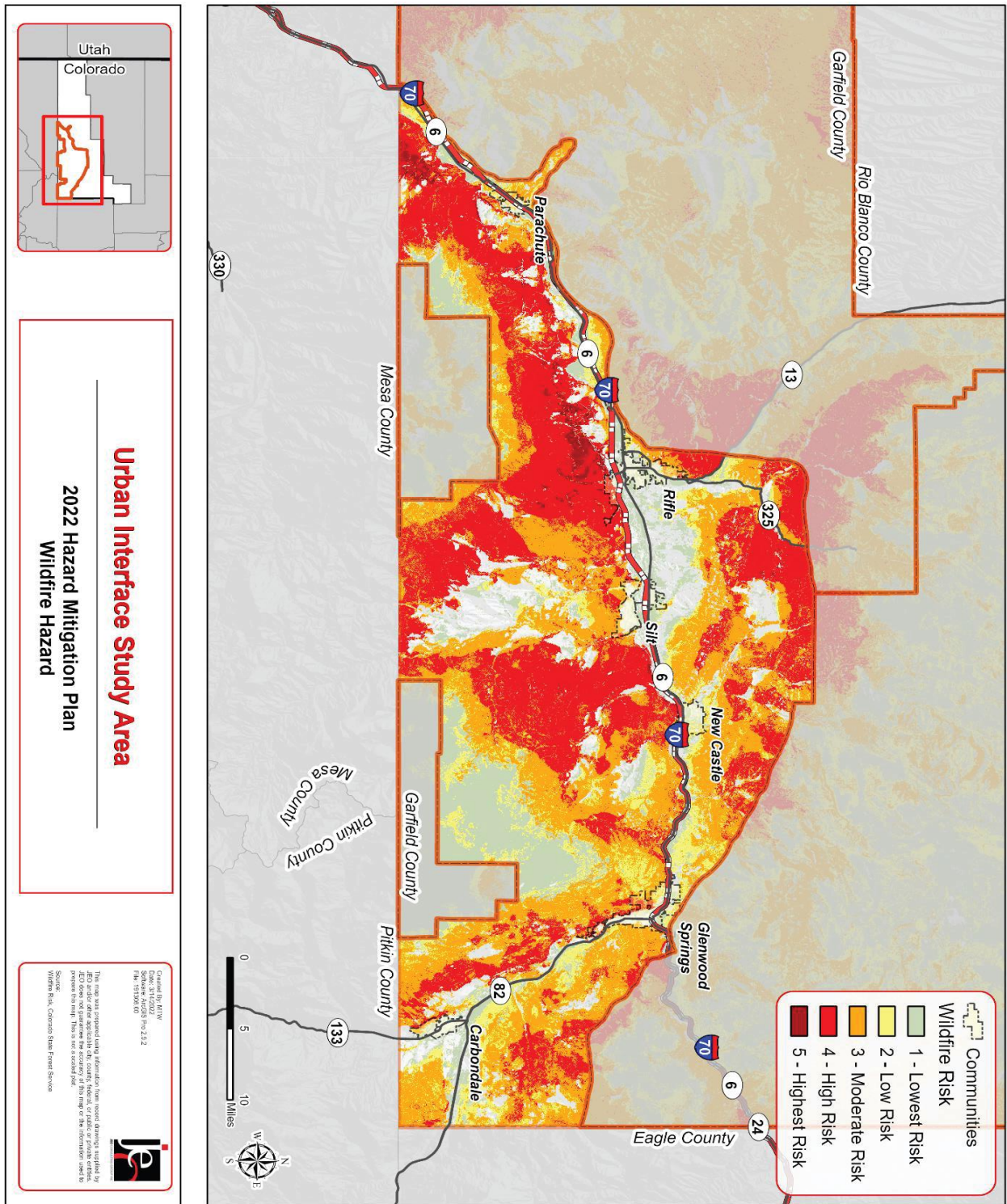


Figure 1: Garfield County Urban Interface Study Area - Wildfire Risk Levels



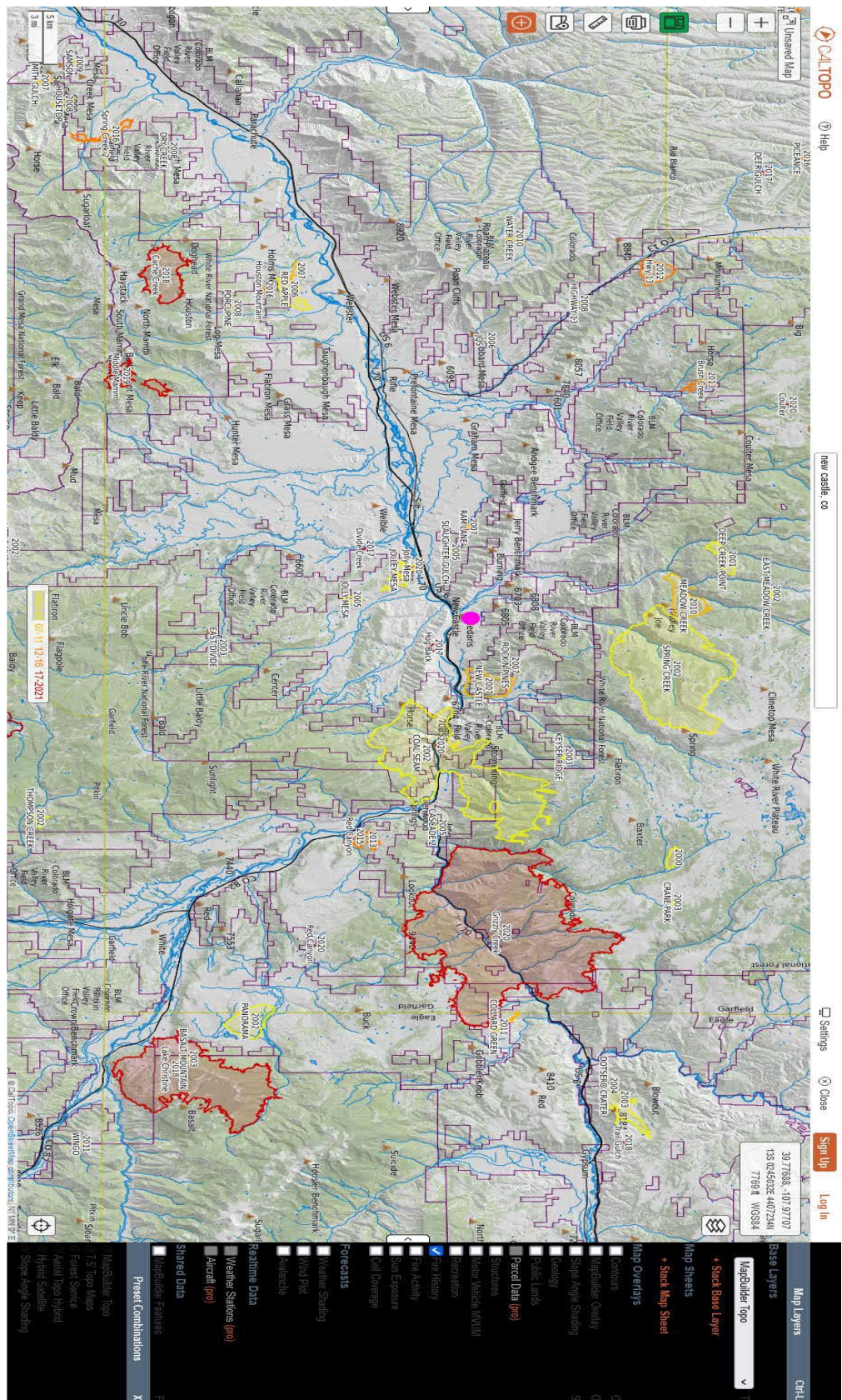


Figure 2: CalTopo - New Castle Wildland Fire History









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is on your side

## NOTICE OF NON-RENEWAL

Page 1 of 1

**Date prepared:** Sep 15, 2023  
**Policy number:** [REDACTED]  
**Insuring Company:** Allied P&C Insurance Company  
**Policy type:** Homeowner  
**Property Location:** [REDACTED] N 6th St  
New Castle  
CO 81647-5004  
**Questions?** See section titled "For more information"  
**Visit us online:** Go to [nationwide.com](http://nationwide.com) to view and pay your bill, report claims and more.

### Your policy will not be renewed

Thank you for choosing Nationwide for your Homeowner insurance protection. Unfortunately we're unable to continue this coverage. Your policy will not be renewed and coverage will end as of 12:01 A.M., local time on Nov 24, 2023. Please review the details below regarding this non-renewal.

#### About our decision

Your Homeowner insurance will not be renewed for the following reason(s):

Risk is ineligible due to wildfire risk assessment of the dwelling location.

#### What to expect

If you're entitled to a refund, it will be sent to you directly. If your payment was made with a credit card, your premium refund will be credited to that account. If a balance is due on your policy, you'll receive a bill.

Also, if you've received a bill for a premium payment that is due prior to the non-renewal date, and you don't make that payment, your policy could be terminated prior to the date stated in the opening paragraph of this letter.

#### Keep in mind

To ensure you have the coverage you need going forward, we suggest you contact your Nationwide representative or agent. Nationwide offers many types of affordable insurance products to meet your personal needs.

#### For more information

We appreciate your business and look forward to continuing to serve you. If you have any questions or concerns, please contact your agent, CHANTEL ELIZABETH ETZLER at 9709459111.

cc: AGENT NUMBER 00007239

WPCN\_010NR

86682000121011



**Agenda**  
**New Castle Town Council Regular Meeting**  
**Tuesday, October 03, 2023, 7:00 PM**

**Call to Order**

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

**Pledge of Allegiance**

**Roll Call**

Present	Councilor Mariscal
	Councilor Carey
	Councilor Hazelton
	Mayor A. Riddle
	Councilor Copeland
	Councilor Leland
	Councilor G Riddle

Absent	none
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Also present at the meeting were Town Administrator Dave Reynolds, Town Attorney David McConaughy, Town Clerk Mindy Andis, Town Planner Paul Smith, Town Treasurer Loni Burk, Assistant Treasurer Viktoriya Ehlers and members of the public.

**Meeting Notice**

Town Clerk Mindy Andis verified that her office gave notice of the meeting in accordance with Resolution TC 2023-1.

**Conflicts of Interest**

No conflicts stated

**Agenda Changes**

There were no agenda changes

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

There were no Citizen Comments.

**Consultant Reports**

Consultant Attorney – He has been in contact with Mike Santo an attorney in Grand Junction to help with updating the employee handbook.

Consultant Engineer - not present

**Items for Consideration**

**Garfield Clean Energy (GCE) Update**

Ms. Morgan Hill, Associate Director and Ms. Christina Matzl, Energy Program Associate with GCE explained GCE program is managed with a contract by Clean Energy Economy for the Region (CLEER). CLEER is made up of 9 local governments.

The Town of New Castle's participation in the Garfield Clean Energy (GCE) Collaborative is deeply appreciated and has been critical to GCE's original founding and continued success. As a county-wide effort we have significantly benefited residents, businesses, and governments in Garfield County. Looking ahead to 2024, GCE have significant

opportunities to continue to grow the positive results of GCE for the region and to achieve GCE goals.

1. 12% **energy savings** in the built environment by 2030
2. 100% **carbon-free electricity** by 2030
3. **Clean mobility**: 15% of all registered vehicles are zero-emissions EVs by 2030
4. 100% reduction in **greenhouse gas emissions** from electricity and 10% reduction in emissions relating to natural gas use
5. Harness the benefits of **economic development and job creation** of the clean energy transition while minimizing impacts

As the Town of New Castle starts the 2024 budget process, the Garfield Clean Energy (GCE) Board would like to request that GCE membership be included in the Town's 2024 budget.

The GCE Board is asking all GCE members to increase their contributions to the collaborative in 2024. To continue to sustain and grow these essential GCE programs and to help reach adopted targets, the Board is requesting that the Town of New Castle expand their contribution to **\$17,300** in 2024.

Ms. Hill and Ms. Matzl reviewed their presentation with council which is Exhibit A to these minutes.

Mayor A. Riddile asked how someone applies for a e-bike grant.

Ms. Hill said the qualification the person has to be at or below 80 percent of area media income. She encourages people to apply and get verified. GCE had 40 bikes and they had 340 applicants. The State of Colorado also has started an e-bike grant program.

Mayor A. Riddile asked what type of integration GCE has for e-cycling.

Ms. Hills said they view the communities who implement that program as a partner.

Councilor Leland said the increase ask is about a 5 percent increase. GCE looked at both a 5 percent and a 10 percent increase for all of the members and then came up with a figure between the two. New Castle come down on the 5 percent increase.

Mayor A. Riddile said the council will be reviewing the budget later on the agenda and suggested council to review and discuss the request then.

Councilor Leland asked how the progress is coming with the Energy Management device at the wastewater plant.

Ms. Matzl said they have ben troubleshooting and discovered the device was put in 10 plus years ago and working on it and will have the device functioning just as quickly as possible.

Recess the Town Council Meeting, Convene as the Board of Zoning Adjustment

**MOTION: Councilor Hazelton made a motion to recess the town council meeting and to convene as the Board of Zoning Adjustment. Councilor G. Riddile seconded the motion and it passed unanimously.**

**Consider Resolution BZ 2023-1 - A Resolution of the Board of Zoning Adjustment of the Town of New Castle, Colorado (Rippy Lot 221 W. Main St.)**

Town Planner Paul Smith reviewed the staff report.

<b>Name of Applicant</b>	Miles Rippy
<b>Mailing Address</b>	1297 CR 240, New Castle, CO 81647
<b>Property Address</b>	221 East Main Street, New Castle, CO 81647
<b>Name of Property Owner</b>	Dale Don Shrull
<b>Existing Zoning</b>	Residential R-1
<b>Surrounding Zoning</b>	Residential R-1
<b>Surrounding Land Uses</b>	Single Family Homes
<b>Existing use of property</b>	Vacant/Storage sheds
<b>Proposed use of property</b>	Single Family Home
<b>Lot size</b>	2,500 square feet

### 1) **Background:**

The Applicant requests a zoning variance in the R-1 district to improve the buildable area for the construction of a 672 square feet single-family home. The property is adjoined by single-family homes of separate ownership to the west and east and is fronted by Main Street to the north and Rodreick Lane to the south. The lot dimensions are narrow (25 feet wide by 100 feet long), but consistent with a majority of the lots in the New Castle Original Townsite.

A brief history of the property by the owner given. The lot was occupied by a mobile home from at least 1974 and later removed in 2000. Presently, two sheds, a boat, and a camper occupy the lot. Garfield County Assessor lists it as vacant. Water, sewer, and gas service have been located, and the property owner has faithfully paid the Town's annual \$25 inactive tap fee to maintain water service.

The property is atypical in comparison to today's larger lot size standards (SF lots in CVR and LCR range from 8,000sf to 16,000sf) and is considered *nonconforming* according to the Municipal Code. Pursuant to Section 17.04.050:

*"A nonconforming lot" means any parcel of land, held in separate ownership from adjoining properties, which does not conform to the minimum lot area required by this title, prior to the effective date of this title or any predecessor or amendment thereto.*

The current lot qualifies as nonconforming because:

- The east and west adjoining lots are held in separate ownership (see **Exhibit B & C Site Plan**);
- The lot itself consists of 2,500 square feet or half of the 5,000 square feet required by R-1 zoning regulations;
- The effective date of Section 17.04.050 is 1983. The earliest record of ownership with the county is 1974;



## 2) Variance Request:

Section 17.88.040 (A.) regarding nonconforming lots of record states:

*"In any district, principal and customary accessory buildings may be erected on any legally existing single lot of record that existed prior to the effective date of this title. Such lot must have been in separate ownership and not of continuous frontage with other lots under the same ownership. This provision shall apply even though such lot fails to meet the requirements of the district in which it is located for area, width, or both area and width; provided, **however, that the requirements of the district for minimum yard dimensions shall be met unless a variance to the requirements has been granted.**"*

To summarize, the code affords a property owner the opportunity to build a home on a nonconforming lot if other yard dimensions are satisfied. A variance to those yard dimensions may be considered if the dimensions are perceived as unnecessarily burdensome.

Chapter 17.20 specifies the following relevant yard dimensions for the R-1 zone district:

- i. 5,000 square feet minimum lot area;
- ii. Eight feet side setbacks;
- iii. 800 square feet minimum floor area;

As mentioned above, the Applicant is exempt from (i) pursuant to 17.88.040 (A). The setback requirements (ii), however, pose a challenge since 8 foot side setbacks reduce the buildable width to only nine feet. Practically speaking, other than a mobile home (also prohibited), a conventionally sized home will not accommodate the width. In addition, a home with a minimal 800 square foot floor area at nine foot wide would result in an 89 foot length, which would also conflict with the front and rear setback requirements. As a result of the amalgam of yard dimension provisions in the Code, the lot is virtually unbuildable.

Because of the difficulty of building a home under such constraints, the Applicant is requesting the following two variances:

1. **Reduction of side setbacks** (Section 17.20.090(C)) – The applicant proposes 6.5 foot setback instead of the required 8 foot setback;
2. **Reduction in minimum floor area** (Section 17.20.070) – In order to fit the proposed setbacks, the required floor area must be reduced. The applicant proposes a 672 square foot footprint instead of the required 800 square foot.

*Mr. Miles Rippy said the reason for the purchase of the lot and the ask for the variances is to help his child and grandchildren for a start in New Castle. The lot has been vacant for years. Mr. Rippy explained the proposed home similar to be built on the lot. (Exhibit D).*

*Mayor A. Riddile asked how many bedrooms there will be.*

*Mr. Rippy said probably two bedrooms.*

*Councilor Hazelton said he did look through Garfield County website to see what other lots similar to this one. He did see a couple of similar lots. Councilor Hazelton said he feels like what the council will see more of is a resident who owns three lots, and the house sits on two of the three lots. The owner then decides to do something different with the third lot.*

*Planner Smith said the code does not allow for the third lot to be split off and to be built on because the newly created lot is owned by the same person. For there to be a hardship there has to be a separate property owner.*

### **3) Decision Criteria:**

The Board of Zoning Adjustment shall consider the following decision criteria (Section 17.12.020) when considering an application for a variance:

*"The Board shall hear and decide applications for variances where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this title. The board has the power to vary or modify the application of the regulations or provisions of this title relating to the use, construction, or alteration of buildings or structures, or the use of land, so that the spirit of this title is observed, public safety and welfare secured in substantial justice done, provided the board finds that the following criteria, in so far as applicable, have been satisfied:*

- 1. That there are unique physical circumstances or conditions, such as a regularity, narrowness, shallowness or size of the lot, or exceptional topographical or other physical conditions peculiar to the affected property,*
- 2. That, because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of this title,*
- 3. That such unnecessary hardship has not been created by the applicant,*
- 4. That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located nor substantially or permanently impair the appropriate use or development of adjacent property,*
- 5. That the variance, if granted, is the minimum variance that will afford relief and is the least modification possible of this title's provisions that are in question;"*

### **4) Findings and Staff Comments:**

221 E. Main St. is exceptional for New Castle. Though most lots in the Original Townsite are 25 feet by 100 feet, few others, if any, are isolated between lots of separate ownership and qualify under Section 17.88.040 (A). Because of the lot's unique physical conditions, it cannot reasonably be developed in conformance with the provisions of this title. These exceptional conditions are the result of zoning changes made subsequent to the lot's creation and are not the result of any actions on the part of the Applicant or Owner.

Though the current code does steer property owners away from "stuffing" lots with structures, Staff expects that a small single-family home with respectable setbacks will only slightly increase the surrounding density and in no way impair the safety nor function of the adjacent properties. In conclusion, Staff concurs that the site plan proposed is the least feasible variance that would afford relief to the Applicant's circumstances.

### **5) Staff Recommendations:**

Staff recommends approval of Resolution BZ 2023-1 with the following conditions:

1. All representations for the Applicant contained in the Application or otherwise stated in writing or presented verbally at the public hearing before the Board of Zoning Adjustment shall be considered part of the Application and binding on the Applicant.
2. Applicant shall comply with all applicable building, residential, electrical, and municipal code requirements including all sign code regulations.
3. The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including, without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs.
4. Violation of any of the above conditions shall be cause for revocation of the variance.

*Attorney David McConaughy reminded the board this is a public hearing and need to base your decision on the record and not to express your opinion on how you are going to vote until after you have heard from staff, applicant, and the public.*

Mayor A. Riddile opened the public hearing at 7:30pm

Mr. Brent Peterson said he owns 203 and 241 E Main Street. 221 East Main Street is in between the two lots he owns. He said 203 East Main Street has been encroached on from the west side and the house is not centered on a 50x100 foot lot. The house is situated approximately 4 feet off of the east property line.

Mr. Peterson said when he purchased 241 East Main Street, he had placed the mobile home as far east on the lot as he could to protect as much property to the west and potentially do a lot split.

Mr. Dale Shrull, property owner (seller) 221 East Main Street said this is only a single home which is being proposed however it is a step towards affordable housing. This is a good opportunity to reevaluate the opportunity for affordable housing in New Castle. The water and sewer taps have been purchased and are currently on the property.

Mayor A. Riddile closed the public hearing at 7:49pm.

Planner Smith said he has spoken with Orin Moon, Fire Marshal regarding the setback for fire safety concerns. Fire Marshal Moon reported 5-foot setbacks are the minimum preferred if there is nothing obstructing in the setback.

**MOTION: Councilor Hazelton made a motion to approve Resolution BZ 2023-1 - A Resolution of the Board of Zoning Adjustment of the Town of New Castle, Colorado (Rippy Lot 221 E. Main St.) Councilor Mariscal seconded the motion and it passed unanimously.**

Adjourn the Board of Zoning Adjustment, Reconvene the Town Council Meeting

**MOTION: Councilor Hazelton made a motion to adjourn the Board of Zoning Adjustment and to reconvene the town council meeting. Mayor A Riddile seconded the motion and it passed unanimously.**

#### **Appointment of Town Clerk - Oath of Office**

Interim Town Clerk Mindy Andis thanked the town council for the opportunity and for having the faith in her to perform the job. She is looking forward to what the position and the future holds.

**MOTION: Mayor A. Riddile made a motion to Appoint Interim Town Clerk Mindy Andis to Town Clerk. Councilor Mariscal seconded the motion, and it passed on a roll call vote: Councilor Hazelton: Yes; Councilor G. Riddile: Yes; Councilor Mariscal: Yes; Councilor Leland: Yes; Councilor Carey: Yes; Councilor Copeland: Yes; Mayor A. Riddile: Yes.**

**Deputy Town Clerk Remi Bordelon gave the Oath of Office to Town Clerk Mindy Andis.**

**Appointment of Town Treasurer - Oath of Office**

**MOTION: Mayor A. Riddile made a motion to appoint Assistant Town Treasurer Viktoriya Ehlers to Town Treasurer. Councilor Carey seconded the motion, and it passed on a roll call vote: Councilor G. Riddile: Yes; Mayor A. Riddile: Yes; Councilor Carey: Yes; Councilor Hazelton: Yes; Councilor Leland: Yes; Councilor Copeland: Yes; Councilor Mariscal: Yes.**

**Mayor A. Riddile designated Loni Burk to officiate the Oath of Office to Town Treasurer Viktoria Ehlers.**

**Executive Session (1) for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) regarding the Town Administrator position, 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, and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e)**

**Executive Session (1) for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) regarding the Town Treasurer position, 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, and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e)**

**Executive Session (1) for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) regarding the Town Clerk position, 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, and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e)**



**Motion: Councilor Leland made a Motion at 8:11 p.m. to go into Executive Session Session (1) for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I) regarding the Town Clerk position, Town Treasure position and Town Administrator position 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, and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e). Councilor Hazelton seconded the motion and it passed unanimously.**

Executive session concluded.

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

"The time is now 8:19p.m. and the executive session has been concluded. The participants in the executive sessions were: Councilor Mariscal, Councilor Carey, Councilor Hazelton; Mayor A. Riddile; Councilors Copeland, G Riddile, Councilor Leland, Town Administrator Reynolds, Town Clerk Andis, Town Planner Smith, Town Attorney McConaughy. 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 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.**

**Motion: Councilor Leland made a Motion at 8:20 p.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. Councilor Hazelton seconded the motion and it passed unanimously.**

Executive session concluded.

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

"The time is now 8:50p.m. and the executive session has been concluded. The participants in the executive sessions were: Councilor Mariscal, Councilor Carey, Councilor Hazelton; Mayor A. Riddile; Councilors Copeland, G Riddile, Councilor Leland, Town Administrator Reynolds, Town Clerk Andis, Town Planner Smith, Town Attorney McConaughy. 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.

### **Proposed 2024 Budget Presentation**

Town Treasurer Loni Burk greeted the council. She asked if everyone received the proposed budget. The council agreed they had.

Treasurer Burk said they had met on September 19, 2023, and the preliminary budget had been presented. She said that they had discussed the budget extensively and things had been added and some taken out. In addition, the council retreat was on September 21, 2023, and more items discussed, and since that time, other items had changed. Treasurer Burk, Treasurer Ehlers and Administrator Reynolds reviewed the many changes in the following report:

After council discussion the following changes were made.

#### *Proposed 2024 Budget Changes from 9/19/2023*

##### General Overview

1. General Fund went from +\$239,217 to (\$49,318) (\$29,318)
2. Utility Fund went from +24,307 to (\$40,816) *will need to look at changing the percentage of increase for 2025. Trash rates will increase four percent for 2024.*

##### Personnel

1. Salary adjustments were made for all employees effective in September 2023, thereby increasing the starting salaries for the 2024 budget. Until the salary survey is received, a 10% COLA has been added to the current 2023 salaries as a placeholder.
2. A 12th police officer was added into the 2024 budget.
3. The current 4% retirement contribution was increased to 6% as a placeholder. Each 1% costs the Town approximately \$36,000.
4. The 2023 mid-year 5 percent increase resulted in a total of just under \$262,000 in additional salaries, payroll taxes and retirement contributions for the 2024 budget a placeholder for up to a 10 percent increase in salaries. – split \$199,245-General Fund and \$63,075-Utility Fund.

##### Administration – p. 4-6

1. Proposition HH estimate would reduce Property Tax Revenues by \$42,117 if passed
2. Increased computer hardware by \$8,000 to include 4 new towers (10-5040-103)

##### Building & Planning – p. 7

1. Increased computer hardware by \$2,000 for new tower (10-5030-103)

##### Parks Capital Committee – p.9

1. Added \$20,000 for Dog Park shade structure (10-5075-700) *(apply for an FMLD Mini Grant)*

##### Recreation – p.14-15

1. Increased computer hardware by \$6,000 for 3 new towers (10-5070-103)

##### Utility Fund

1. Salary increases cost \$63,075 taking the 2024 budget from +\$24,307 to (\$40,816)

2. Assumed rate increase = 3%; each additional 1% rate increase equates to approximately \$28,344 in revenues

**Notes & other considerations:**

A. The Raw Water Irrigation project funding is dependent on the outcome of the 2023 Fall FMLD grant that was applied for in August. We hope to have an answer soon. If we aren't awarded the grant; we will use ARPA funds to help fund this project. If we are awarded the grant, we will use APRA funds to supplement the funding of the Digester Blower building.

B. Discretionary expenditures included in the current version of the 2024 budget are:  
General Fund -

Donations to Special Interest Groups & Committees

- Chamber of Commerce - \$7,000
- Downtown Group - \$3,000
- CRVEDP - ~~\$8,000~~ **\$10,000**
- Historic Preservation Commission - \$10,000
- Climate & Environment Commission - \$2,000
- Burning Mountain Festival - expenses net of revenue - \$4,500
- Community Market - net revenue - \$2,000
- Other Special Events (Chili Cook Off, etc) - expenses net of revenue - \$2,000
- Rides & Reggae Event - ~~\$20,000~~ **\$10,000**
- Outgoing Grants - ~~\$16,000~~ **\$18,000**
- River Center Donation - ~~\$15,000~~ **\$18,000**
- Garfield County Detox Center - \$10,000
- Youth Zone - \$4,000
- New Castle Trails - ~~\$55,000~~ **\$35,000**
- ~~Wildlife~~ **Wildfire** Collaborative - \$2,000
- \* **Spanish Communication Outreach \$10,000 (information only - radio and Facebook)**

Capital/Other Items

- Vehicle for Building & Planning - \$35,000
- ~~Boat Ramp Planning~~ **move to Capital Committee** ~~\$30,000~~
- Roundabout plan set & construction observation - \$25,000
- Police Department MDT computers - \$75,000 (1/2 of estimated cost)
- Streets Trucks to replace 2014 truck & plow (\$58,000) & 2017 crew cab (\$52,000) - sale of both estimated to bring in \$46,000
- 12th Police Officer ~~-\$107,361~~ **\$54,000**

Utility Fund -

Donations to Special Interest Groups & Committees

- Garfield Clean Energy - ~~\$16,500~~ **\$17,300**
- Middle CO Watershed - \$2,500

C. Consideration of CDOT Roundabout & Landscaping project

Discussion:

Councilor Copeland asked how the Downtown Group and the Chamber related. Administrator Reynolds said they are not.

Councilor Copeland said she has heard concerns about the chamber not doing enough to help with the business downtown. She doesn't fully understand what the chamber's role is in for helping businesses.

Mayor A. Riddile said the chamber holds a monthly business after hours at a different business each month. They support Burning Mountain Festival and other town events. The chamber also spotlights chamber members in the monthly town newsletter.

Councilor Hazelton asked about the \$8,000 for CRVEDP (Colorado River Valley Economic Development Program).

Administrator Reynolds said originally it had started at \$10,000 but, then when the budget was in the deficit, he lowered it to \$8,000. He had found out that Rifle is ready to commit \$30,000 in 2024. Silt and Parachute are both at \$10,000 to commit in 2024.

Councilor Hazelton asked to review Rides and Reggae Event. Since this is a town event would like to see Rides and Reggae handled the same way as any other town run event and to reevaluate how the event is handled. Not to just give a check.

Councilor Leland said the event is to raise money for trails.

Councilor Hazelton said the town is already giving money to the trails as a separate line item.

Councilor Carey said she agrees since it is a town event it should be handled like a town event.

Councilor Leland asked how that would look and be handled.

Councilor Hazelton said it can be done in two ways:

- \* The town gives them \$20,000 and make them accountable for the money or
- \* Make the event like Burning Mountain Festival and there is no reimbursement.

Councilor G. Riddile said all the expenses are ran through the town because it is volunteers who runs the event and they don't have liability. However, the town is reimbursed for all expenses.

After further discussion the council agreed to lower Ridges and Reggae to \$10,000.

### **Consider Ordinance TC2023-5 - an Ordinance of the New Castle Town Council Adopting 2020 Model Traffic Code (2nd reading)**

**MOTION: Mayor A. Riddile made a motion to approve the Ordinance TC2023-5 Ordinance of the New Castle Town Council Adopting 2020 Model Traffic Code (2<sup>nd</sup> reading) Councilor G. Riddile seconded the motion, and it passed on a roll call vote: Councilor Leland: Yes; Councilor Mariscal: Yes; Councilor G. Riddile: Yes; Councilor Carey: Yes; Councilor Hazelton: Yes; Mayor A. Riddile: Yes; Councilor Copeland: Yes.**

### **Consider Ordinance TC 2023-6 - An Ordinance of the Town of New Castle, Colorado Amending Chapter 17.18 of the New Castle Municipal Code, Also Known as the New Castle Sign Code (1<sup>st</sup> reading)**

Administrator Reynolds said nothing has changed from when the ordinance was first present as a discussion item a couple of weeks ago.

**MOTION: Mayor A. Riddile made a motion to approve the Ordinance TC 2023-6 - An Ordinance of the Town of New Castle, Colorado Amending Chapter 17.18 of the New Castle Municipal Code, Also Known as the New Castle Sign Code (1<sup>st</sup> reading) Councilor Carey seconded the motion, and it passed on a roll call vote:**



**Councilor Mariscal: Yes; Councilor Carey: Yes; Councilor Hazelton: Yes; Mayor A. Riddile: Yes; Councilor Copeland: Yes; Councilor Leland: Yes; Councilor G. Riddile: Yes.**

**Consider Ordinance TC 2023-7 - An Ordinance of the New Castle Town Council Adding Chapter 15.25 to the New Castle Municipal Code for the Adoption of the 2021 Edition of the International Wildland Urban Interface Code with Amendments (1st reading)**

Administrator Reynolds said the ordinance was first present as a discussion item a couple of weeks ago and there were some changes made from the comments during the discussion.

Planner Smith said there were minor changes in the language regarding trees encroaching a building from 10 feet to 5 feet. There was language added regarding side setbacks for trees.

**MOTION: Councilor G. Riddile made a motion to table Ordinance TC 2023-7 - An Ordinance of the New Castle Town Council Adding Chapter 15.25 to the New Castle Municipal Code for the Adoption of the 2021 Edition of the International Wildland Urban Interface Code with Amendments (1st reading). Councilor Carey seconded the motion, and it passed.**

**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.

**September 5, 2023 minutes**

**September 19, 2023 minutes**

**Kum & Go Fermented Malt Beverage Liquor License Renewal**

**September Bills of \$968,646.17**

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

**Staff Reports**

Town Administrator – Administrator Reynolds said there was a bid put out to put in two windows in offices that currently don't have windows in them. The bid came back \$53,000, there is money in the 2023 budget for the project. He would like to move forward with the project if the council doesn't have any objection to the project.

Administrator Reynolds has spoken with Scott Owens about HR consulting help, the town can sign on with Mr. Owens' firm. He said there will be a ribbon cutting for the LOVA Trail project: Meet Me in the Middle. The ribbon cutting will be October 11, 2023, at 12:00pm at the wastewater plant in Glenwood Springs.

Town Clerk – Clerk Andis said Mayor A. Riddile's term on P&Z will be up October 31, 2023, and Councilor Carey's term will start November 1, 2023 as the council rep. Deputy Remi Bordelon will be sending out e-mails regarding the change.

Town Treasurer – nothing to report

**MOTION: Mayor A. Riddile made a motion to continue the meeting. Councilor Leland seconded the motion and it passed unanimously.**

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

The meeting adjourned at 10:03 p.m.

Respectfully submitted,

---

Mayor Art Riddile

---

Town Clerk Mindy Andis, CMC

Submit to Local Licensing Authority

**NEW CASTLE LIQUORS**  
**820 CASTLE VALLEY BLVD SUITE 104**  
**New Castle CO 81647**

Fees Due	
Renewal Fee	352.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$ 352.50</b>

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

## Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name NEW CASTLE LIQUORS INC		Doing Business As Name (DBA) NEW CASTLE LIQUORS	
Liquor License # 03-05761	License Type Liquor Store (city)		
Sales Tax License Number 30132697	Expiration Date 01/10/2024	Due Date 11/26/2023	
Business Address 820 CASTLE VALLEY BOULEVARD #104 New Castle CO 81647			Phone Number 9709843707
Mailing Address 820 CASTLE VALLEY BLVD SUITE 104 New Castle CO 81647		Email scott@newcastleliquors.com	
Operating Manager Scott Gaudin	Date of Birth [REDACTED]	Home Address 3714 County Road 214, Silt, CO 81652	Phone Number 970 379-4063
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>11/30/26</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>J. Scott Gauldin</i>	Title <i>Pres.</i>
Signature <i>J. Scott Gauldin</i>	Date <i>10-3-23</i>

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For		Date
Signature	Title	Attest



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

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

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

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

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

Name (Individual/Business) <u>New Castle Liquors, Inc.</u>		Social Security Number/Tax Identification Number <u>47-4710125</u>	
Address <u>820 Castle Valley Blvd., Ste. 104</u>			
City <u>New Castle</u>		State <u>CO</u>	Zip <u>81647</u>
Home Phone Number <u>970-379-4063</u>		Business/Work Phone Number <u>970-984-3707</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>J. Scott Gaudin</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>J. Scott Gaudin</u>			Date signed <u>10-3-23</u>

### Privacy Act Statement

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