

Posted: \_\_\_\_\_  
Remove: 5/22/19



**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)

**New Castle Town Council Work Session**  
**Tuesday, May 21, 2019, 6:15 p.m.**

1. Revenue Discussion

**Agenda**

**New Castle Town Council Meeting**  
**Tuesday, May 21, 2019, 7:00 p.m.**

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

**Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Meeting Notice**  
**Conflicts of Interest**  
**Agenda Changes**

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

-Comments are limited to three minutes-

**Consultant Reports**

Consultant Attorney  
Consultant Engineer

**Items for Consideration**

**A. Councilor Bruce Leland - Spellebration (7:05 p.m.)**

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

**B. Consider a Special Events Liquor License Application from the Town of New Castle for the New Castle Trails Rides and Reggae Event on August 10, 2019 in VIX Ranch Park (7:20 p.m.)**

**C. Consider a Special Events liquor License Application from the New Castle Community Market for the Community Market Sampling Garden in Burning Mountain Park on July 25, August 8 and September 12, 2019 (7:30 p.m.)**

**D. Consider a Special Event Liquor License from the Community Market for the Ritter Plaza Music in the Park Event in Ritter Plaza on June 23 and July 19, 2019 (7:40 p.m.)**

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

- E. Executive Session (1) for conference with Town Attorney for purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); and (2) for 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 purchase of Ware & Hinds Ditch shares (7:50 p.m.)**
- F. Consider a Motion to Approve the Ware & Hinds Ditch Contracts (8:10 p.m.)**
- G. Consider a Motion to Approve an Extension of the Closing Date for the Town-Owned Property Located at 200 S E Avenue, #115, Windridge Condominiums (8:20 p.m.)**
- H. Consider Ordinance TC 2019-3, An Ordinance the New Castle Town Council Authorizing the Sale of Real Property (first reading) (8:25 p.m.)**
- I. Bulk Water Presentation (8:35 p.m.)**

**J. Consent Agenda (8:55 p.m.)**

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

April 2, 2019 council minutes

April 8, 2019 council minutes

**Staff Reports (9:00 p.m.)**

Town Administrator  
Town Clerk  
Town Planner  
Public Works Director

**Commission Reports (9:10 p.m.)**

Planning & Zoning Commission  
Historic Preservation Commission  
Climate Action Advisory Committee  
Senior Program  
RFTA  
AGNC  
GCE  
EAB

**Council Comments (9:20 p.m.)**

**Adjourn (9:45 p.m.)**

# Memo

**To:** Local Liquor Authority

**From:** Melody Harrison, Town Clerk

**Date:** 5/21/2019

**Re:** Town of New Castle Special Event Liquor Permit for the August 10, 2019 New Castle Trails Rides & Reggae Event

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**Request:** The Roaring Fork Mountain Bike Association d/b/a New Castle Trails through its representative Adam Cornely requests that the Town of New Castle obtain a special events liquor license for the New Castle Trails Rides & Reggae Event, located in VIX Ranch Park, on Saturday, August 10, 2019.

Town Staff and representatives of RFMBA and NCT have done exhaustive work to understand liability issues for the event related to alcohol service and biking events. After consulting with the town's attorney and the town's insurance carrier, CIRSA and their attorney, it was determined that a resolution adopting the event as a town event was appropriate. The resolution also assigns authority to Adam Cornely and Joe Urnise to act on the town's behalf as volunteers, and places their activity under the supervision of the Town Clerk. The resolution was approved by the Town Council at the May 7, 2019 council meeting and is included in the application packet.

In addition, they have provided a serving plan at the request of staff.


Staff feels the serving plan submitted is great as it includes the use of security personnel, however, shift assignment details and copies of ServSafe certifications for each server should be submitted to the Town Clerk no later than Monday, August 5, 2019 for staff review.

**Recommendation:** If Council's consensus is to approve the attached application for a special event liquor permit for the Town of New Castle/New Castle Trails, the Clerk's Office staff recommends that Council consider the following conditions:

- That although the application requests a permit time until 10:00 p.m. on August 10, 2019, staff recommends alcohol be served only until 9:30 p.m., and alcohol be allowed on premises until 10:00 p.m.
- Staff also suggests that a 100% ID check be conducted, and that wristbands or handstamps be provided to guests over the legal drinking age of 21.
- Currently, none of the representatives or members of RFMBA/NCT are known to be SafeServ (TIPS) Certified, and staff's final recommendation is that council require SafeServ Certified volunteers to be on premises for the event, whether they are CARE volunteers or NCT volunteers, and that evidence of training is submitted to the Town Clerk.

**Policy Implications:** The policy implication of Council's approval of this special event license is that the Town of New Castle/New Castle Trails shall have the authority to serve, sell or distribute malt, vinous and spirituous liquors for on-premises consumption at the August 10, 2019 New Castle Trails Rides & Reggae Event, from 10:00 a.m. to 10:00 p.m.

**Budget Implications:** Adopting staff's recommendation would increase sales tax revenues. Even though the applicant is a non-profit organization, it is required to collect and remit sales tax on alcohol sales.

  
Department Head (signature)

**Background:** Special Events Coordinator Debbie Nichols filed the application on behalf of the Town of New Castle and New Castle Trails through it's representative Adam Cornely on January 15, 2019, which is acceptable by the State Liquor Code. The public hearing has been properly noticed. The application is properly completed and fees have been paid.

# Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

- |                                    |  |  |
|------------------------------------|--|--|
| <input type="checkbox"/> Social    | <input type="checkbox"/> Athletic                              | <input 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 type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution                 | <input checked="" type="checkbox"/> <i>government</i>        |

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>Town of New Castle, Colorado</i>	State Sales Tax Number (Required) <i>00402950-0000</i>
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>450 W. Main Street PO Box 90 Newcastle CO 81647</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>Vix Ranch Park 627 N. Wildhorse Drive Newcastle CO 81647</i>
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Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <i>Debbie Nichols</i>	<i>7.29.55</i>	<i>1169 CR 250 Silt CO 81652</i>	<i>7204273678</i>
5. Event Manager <i>Adam Cornely</i>	<i>9.26.80</i>	<i>150 Little Bear Peak Newcastle CO 81647</i>	<i>4022501727</i>

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

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	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
<i>8.10.19</i>				
From <i>10.00 a.m.</i>				
To <i>10.00 P.m.</i>				

**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 <i>Debbie Nichols</i>	Title <i>Special Events Coordinator</i>	Date <i>1.15.19</i>
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**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 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> 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
- 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.
- The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (12-48-106 C.R.S.)
- An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- Check payable to the Colorado Department Of Revenue

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 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.

If an event is cancelled, the application fees and the day(s) are forfeited.

# Rides + Reggae 2019 Liquor Permit Application

August 10, 2019

- Legend**
- Proposed Perimeter
  - VIX Ranch Park

EVENT  
PARKING AT  
SCHOOL

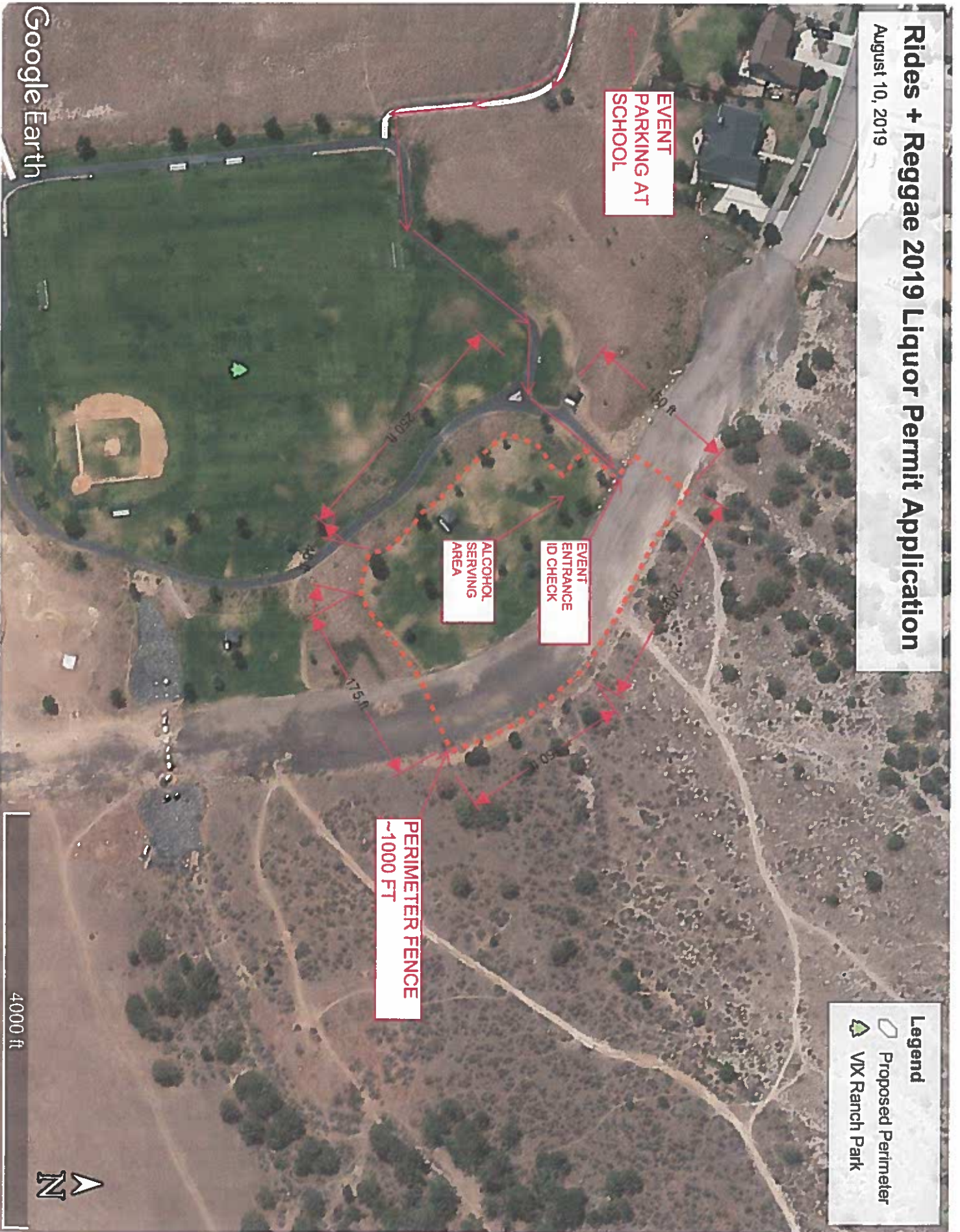
EVENT  
ENTRANCE  
ID CHECK

ALCOHOL  
SERVING  
AREA

PERIMETER FENCE  
~1000 FT

Google Earth

40000 ft



## **New Castle Trails – Rides and Reggae Beverage Serving Plan**

Rides and Reggae will open the event at 7:00 AM on August 10<sup>th</sup> and will not begin alcohol service until 11:00 AM. Alcohol service will last from 11:00 AM to 9:00 PM with last call anticipated to be at 8:30 PM.

Two security guards will be provided by First Executive Security and have been contracted to remain on duty by New Castle Trails (“NCT”) for the duration of the event.

Age verification and perimeter control will be performed by one security guard posted at the event entrance. One to two volunteers working at the event entrance will be available to assist as needed. Guard will provide verified, of age individuals with wrist bands.

Alcohol service will be divided into five, two-hours shifts (11:00A-1:00P, 1:00P-3:00P, 3:00P-5:00P, 5:00P-7:00P, 7:00P-9:00P). Each shift will be manned by a minimum of two volunteers. These volunteers will primarily, if not completely, be provided by Colorado Animal Rescue (“CARE”) workers volunteering for the event. CARE will provide a minimum of one TIPS/SafeServe certified worker for each of the five shifts. NCT’s primary contact at CARE is Emily Sampley (Phone: (605)310-2679). In exchange for their donated time CARE will receive all alcohol tips during the event.

All volunteers working with alcohol are planned to be over 21 years of age. If a volunteer is found to be under 21, they will be over the age of 18 and under the supervision of a TIPS/SafeServe certified volunteer at least 21 years of age.

In the event that CARE cannot provide TIPS/SafeServe certified workers, NCT will provide certified volunteers to assist. Additionally, New Castle Trails will ensure that a minimum of one volunteer from CARE or NCT will be present to assist the safe serve certified volunteer.

An additional security guard will be tasked with monitoring the event within the perimeter. This guard will be posted by the beer tent to be available to CARE workers and volunteers working in the event that their assistance is needed. The guard will patrol the festival from time to time and is not expected to be at the beer tent the entire duration of the event but will be able to respond quickly should the event arise.

With the event being six months away, exact shift assignments aren’t known at this point, but New Castle Trails intends to have the assignments and volunteer commitments established prior to the event to ensure that safe serve principals are in place for the duration of the event.

If more information is needed or if there are any additional questions, please let me know.



TOWN OF NEW CASTLE, COLORADO  
RESOLUTION NO. TC 2019-9

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE,  
COLORADO ADOPTING NEW CASTLE RIDES AND REGGAE FESTIVAL AS AN  
OFFICAL TOWN FUNCTION

WHEREAS, the volunteer group, New Castle Trails, has hosted the New Castle Rides and Reggae Festival event ("Event") for the past two years to encourage residents and visitors alike to enjoy both the experience and culture of New Castle's trails; and

WHEREAS, the Event has grown in size and popularity for the enjoyment of the Town of New Castle ("Town") and has become difficult for New Castle Trails to administer within its scope; and

WHEREAS, the Event, due to its size and popularity, provides significant benefits to the Town, as do the volunteers who plan and execute the Event; and

WHEREAS, the Board therefore desires to support the Event and the volunteers whose efforts are instrumental to its success by making the Event an official Town event.

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

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

Section 2. The Town Council hereby designates the New Castle Rides and Reggae Festival as an official Town event.

Section 3. The Town Council hereby designates Adam Cornely and Joseph Urnise as authorized volunteers of the Town within the meaning of CRS § 24-10-103(4), while they are actually performing duties within the scope of their authority for the Event. Mr. Cornely and Mr Urnise shall report to and be subject to supervision and control by the Town Clerk in the performance of such duties.

Section 4. Mr. Cornely and Mr. Urnise, in their capacity as authorized volunteers of the Town, may select, train, supervise, and otherwise control additional volunteers to provide assistance in the planning and execution of the Event. A log shall be kept of the names, contact information, and authorized duties of each such additional volunteer. Each such additional volunteer shall be considered to be an authorized volunteer of the Town within the meaning of CRS § 24-10-103(4) while actually performing duties within the scope of his or her authority for the Event.

INTRODUCED, PASSED, AND ADOPTED at a regular meeting of the Town Council  
of the Town of New Castle, Colorado, on May 7, 2019.



ATTEST:

TOWN OF NEW CASTLE

A handwritten signature in black ink, appearing to read 'Art Riddile', written over a horizontal line.

Mayor Art Riddile

A handwritten signature in black ink, appearing to read 'Mindy Andis, CMC', written over a horizontal line.  
Deputy Town Clerk Mindy Andis, CMC

**AUG  
10**

**NEW CASTLE  
RIDES AND  
REGGAE FESTIVAL**

**CALLING ALL SPONSORS**

**EVENT SPONSORSHIP LEVELS**

**\$250 - \$500 - \$1,000**

**FOR MORE INFORMATION VISIT [newcastletrails.com](http://newcastletrails.com)**

# Memo

**To:** Local Liquor Authority

**From:** Melody Harrison, Town Clerk

**Date:** 5/21/2019

**Re:** Community Market Special Event Liquor Permit for the Ritter Plaza Music in the Park Event

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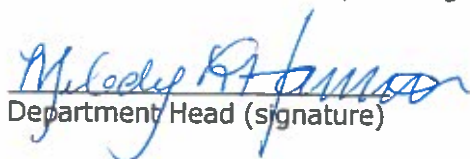
**Request:** The Downtown Alliance through its representative, Kathryn Ruggles, requests that the Liquor Authority consider approving a special events liquor permit held by the non-profit organization the New Castle Community Market, providing liquor licensing for two days that they would be able to serve alcohol in Ritter Plaza at their Music in the Park Event. The music events will take place on six separate Fridays throughout the year, however, the Downtown Alliance is only requesting that the Community Market sponsor two of the days. Either the Town of New Castle or Roaring Fork Mountain Bike Association will sponsor the other four days.

Staff has received a serving schedule from the Downtown Alliance. The servers listed are currently certified or will be ServSafe or TIPs certified at the time of the music events noted above. The Alliance also provided an example of a 2018 circumstance where they refused service to a guest, who subsequently left without incident.

**Recommendation:** If Council's consensus is to approve the special event liquor permit for the Ritter Plaza Music in the Park event through the Community Market, the Clerk's Office recommends that although alcohol will be served from 5:00 p.m. to 6:30 p.m. on June 23, that alcohol be allowed on premises from 4:30 p.m. to 7:00 p.m. to allow for set-up and tear-down; and that 'last call' be at 6:00 p.m. to allow time for guests to consume their drinks. On July 19, 2019, staff recommends that alcohol be allowed on premises from 5:30 p.m. to 9:00 p.m. to allow for set-up and tear-down, and that 'last call' be at 8:00 p.m. to allow time for guests to consume their drinks. The Clerk's Office further recommends that a 100% ID check be required.

**Policy Implications:** The policy implication of Council's approval of this special event license is that the town shall have the authority to serve, sell or distribute malt, vinous and spirituous liquors for on-premises consumption at the June 23, 2019 event, and the July 19, 2019 event.

**Budget Implications:** Adopting staff's recommendation would increase sales tax revenues. Even though the applicant is a non-profit organization, it is required to collect and remit sales tax on alcohol sales.

  
Department Head (signature)

**Background:** The Town of New Castle Special Event Coordinator filed the application on April 22, 2019, 62 days prior to the event date, within the application guidelines as required by the State Liquor Code. The public hearing has been properly noticed. The application is properly completed and application fees have been paid.

# Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic                              | <input 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 type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution                 |  |

<b>LIAB</b>	<b>Type of Special Event Applicant is Applying for:</b>	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor	\$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage	\$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate: New Castle Community Market State Sales Tax Number (Required): 81-5363201

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP):  
PO BOX 445  
New Castle, CO 81647

3. Address of Place to Have Special Event (include street, city/town and ZIP):  
Burning MtN Park  
157 Main Street  
New Castle 81647

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <u>Noreen Nolan</u>	<u>11-4-50</u>	<u>PO BOX 445</u> <u>111 N A Avenue New Castle</u>	<u>970-984-3420</u>

5. Event Manager: same

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?  
 NO  YES HOW MANY DAYS? 3

7. Is premises now licensed under state liquor or beer code?  
 NO  YES TO WHOM? Noreen Nolan

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
<u>7/25/2019</u>	<u>4:30 p.m.</u>	<u>7:00 p.m.</u>	<u>8/10/2019</u>	<u>4:30 p.m.</u>	<u>7:00 p.m.</u>	<u>11/2/2019</u>	<u>4:30 p.m.</u>	<u>7:00 p.m.</u>			

**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: Noreen Nolan Title: organizer Date: 7/22/2019

**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
		<u>-750 (999)</u>	\$

## 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
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

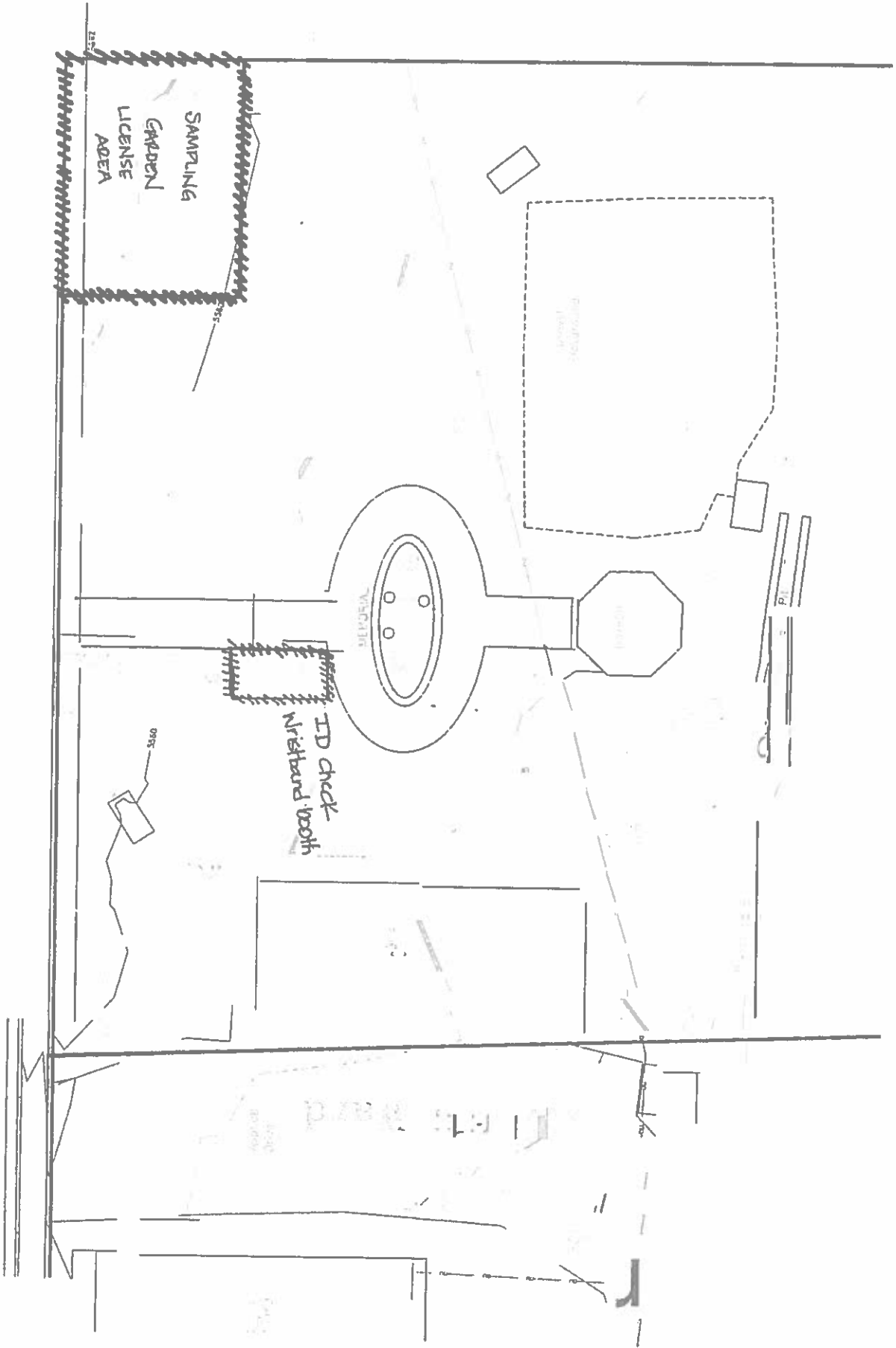
- Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.
- The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (44-5-106 C.R.S.)
- An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- Check payable to the Colorado Department Of Revenue

(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.

If an event is cancelled, the application fees and the day(s) are forfeited.

Main Street (Hwy)



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 31 2018

NEW CASTLE COMMUNITY MARKET  
PO BOX 632  
NEW CASTLE, CO 81647-0000

Employer Identification Number:  
81-5363201  
DLN:  
26053530005208  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Form 990-PF Required:  
Yes  
Effective Date of Exemption:  
May 8, 2018  
Addendum Applies:  
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 1076



# Memo

**To:** Local Liquor Authority

**From:** Melody Harrison, Town Clerk

**Date:** 5/21/2019

**Re:** Community Market Special Event Liquor Permit for the Ritter Plaza Music in the Park Event

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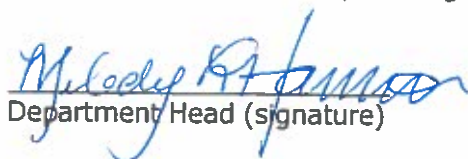
**Request:** The Downtown Alliance through its representative, Kathryn Ruggles, requests that the Liquor Authority consider approving a special events liquor permit held by the non-profit organization the New Castle Community Market, providing liquor licensing for two days that they would be able to serve alcohol in Ritter Plaza at their Music in the Park Event. The music events will take place on six separate Fridays throughout the year, however, the Downtown Alliance is only requesting that the Community Market sponsor two of the days. Either the Town of New Castle or Roaring Fork Mountain Bike Association will sponsor the other four days.

Staff has received a serving schedule from the Downtown Alliance. The servers listed are currently certified or will be ServSafe or TIPs certified at the time of the music events noted above. The Alliance also provided an example of a 2018 circumstance where they refused service to a guest, who subsequently left without incident.

**Recommendation:** If Council's consensus is to approve the special event liquor permit for the Ritter Plaza Music in the Park event through the Community Market, the Clerk's Office recommends that although alcohol will be served from 5:00 p.m. to 6:30 p.m. on June 23, that alcohol be allowed on premises from 4:30 p.m. to 7:00 p.m. to allow for set-up and tear-down; and that 'last call' be at 6:00 p.m. to allow time for guests to consume their drinks. On July 19, 2019, staff recommends that alcohol be allowed on premises from 5:30 p.m. to 9:00 p.m. to allow for set-up and tear-down, and that 'last call' be at 8:00 p.m. to allow time for guests to consume their drinks. The Clerk's Office further recommends that a 100% ID check be required.

**Policy Implications:** The policy implication of Council's approval of this special event license is that the town shall have the authority to serve, sell or distribute malt, vinous and spirituous liquors for on-premises consumption at the June 23, 2019 event, and the July 19, 2019 event.

**Budget Implications:** Adopting staff's recommendation would increase sales tax revenues. Even though the applicant is a non-profit organization, it is required to collect and remit sales tax on alcohol sales.

  
Department Head (signature)

**Background:** The Town of New Castle Special Event Coordinator filed the application on April 22, 2019, 62 days prior to the event date, within the application guidelines as required by the State Liquor Code. The public hearing has been properly noticed. The application is properly completed and application fees have been paid.

# Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic                              | <input 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 type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution                 |  |

**LIAB Type of Special Event Applicant is Applying for:**

2110  Malt, Vinous And Spirituous Liquor \$25.00 Per Day

2170  Fermented Malt Beverage \$10.00 Per Day

**DO NOT WRITE IN THIS SPACE**

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: New Castle Community Market State Sales Tax Number (Required) 81-5363201

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)  
PO Box 445  
New Castle, CO 81647

3. Address of Place to Have Special Event (include street, city/town and ZIP)  
Ritter Plaza  
400 Block of N. main St.  
Between Lazy Bear & Trimble Bldg

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
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4. Pres. Secy of Org or Political Candidate <u>M</u> <u>11/1</u> <u>Abraev Nolan</u>	<u>11-4-50</u>	Home Address (Street, City, State, ZIP) <u>PO Box 445</u> <u>111 N A Avenue New Castle, 81647</u>	Phone Number <u>970-984-3420</u>
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5. Event Manager <u>Kathryn Riggles</u>	<u>3-27-72</u>	Home Address (Street, City, State, ZIP) <u>513 Honeycuckle Rd</u> <u>New Castle, 81647</u>	Phone Number <u>970-366-1889</u>
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?  
 NO  YES HOW MANY DAYS? 2

7. Is premises now licensed under state liquor or beer code?  
 NO  YES TO WHOM? Abraev Nolan

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	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To
<u>6/23/2019</u>	<u>4:30 p.m.</u>	<u>7:00 p.m.</u>	<u>7/19/2019</u>	<u>6:00 p.m.</u>	<u>8:00 p.m.</u>						

**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 <u>Abraev Nolan</u>	Title <u>organizer</u>	Date <u>3/22/2019</u>
-------------------------------	------------------------	-----------------------

**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)	<input type="checkbox"/> City <input type="checkbox"/> 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
- 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.
- The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (44-5-106 C.R.S.)
- An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- Check payable to the Colorado Department Of Revenue

(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.

If an event is cancelled, the application fees and the day(s) are forfeited.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 31 2018

NEW CASTLE COMMUNITY MARKET  
PO BOX 632  
NEW CASTLE, CO 81647-0000

Employer Identification Number:  
81-5363201  
DLN:  
26053530005208  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Form 990-PF Required:  
Yes  
Effective Date of Exemption:  
May 8, 2018  
Addendum Applies:  
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

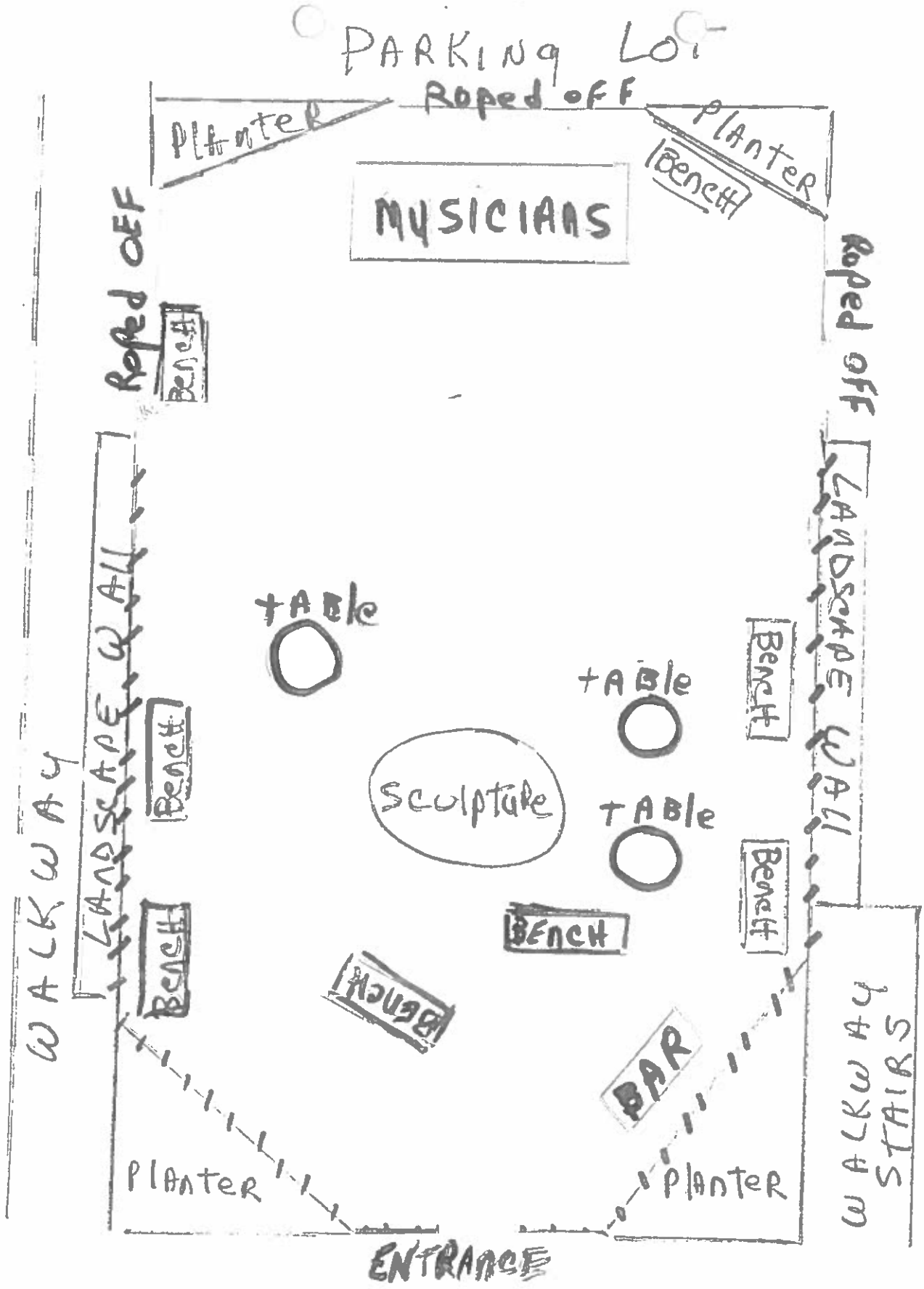
Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 1076



MAIN STREET

Ritter Plaza

SPECIAL EVENTS



# RITTER PLAZA

MUSIC SERIES  
NEW CASTLE, CO



**FREE MUSIC!**

WINE AND BEER WILL BE  
AVAILABLE FOR PURCHASE

Sunday, June 23, 5:00-6:30pm

**Rodrigo Arreguin**

Friday, July 19, 6:30-8:00pm

**Porch Pickers**

Friday, August 9, 5:00-8:00pm

**MountainUs, Beyond  
Bridges and SoulFeel**

Friday, August 23, 6:30-8:00pm

**Frank Martin**

Friday, September 20, 6:30-8:00pm

**Amy Mathesius**

Friday, December 20, 6:00-7:30pm

**Visit from Santa!**

## CONTRACT

This CONTRACT (this "**Contract**") is made by and between JOHN KUERSTEN ("**Seller**") and TOWN OF NEW CASTLE, COLORADO, WATER AND SEWER ENTERPRISE, an enterprise of the Town of New Castle, Colorado within the meaning of Article X, Section 20 of the Colorado Constitution ("**Buyer**") and is effective on the last date this Contract is signed by both parties ("**Effective Date**") as shown on the signature page of this Contract.

### W I T N E S S E T H:

**WHEREAS**, Seller desires to sell and Buyer desires to purchase, upon the terms and conditions hereinafter set forth, 8 shares in the Ware and Hinds Ditch Association and the water right interests represented thereby.

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

1. **Ditch Shares.** Subject to the terms and conditions of this Contract, Buyer agrees to purchase and Seller agrees to sell 8 shares (delineated as Class A Stock) in the Ware and Hinds Ditch Association, a Colorado nonprofit corporation (the "**Company**"), which shares are represent entitlement to delivery of approximately 72 g.p.m. of water decreed to the Ware & Hinds Ditch adjudicated in the District Court in and for Garfield County, Colorado, as follows:

A. Civil Action No. 103, with an adjudication date of 5/11/1889 and an appropriation date of 10/1/1883 for 5 c.f.s. for irrigation;

B. Civil Action No. 103, with an adjudication date of 5/11/1889 and an appropriation date of 3/1/1886 for 10.30 c.f.d.s for irrigation;

C. Civil Action No. 103, with an adjudication date of 5/11/1889 and an appropriation date of 5/1/1888 for 5.50 c.f.s. for irrigation;

D. Civil Action No. 767, with an adjudication date of 11/15/1897 and an appropriation date of 4/18/1896 for 1.60 c.f.s. for irrigation;

E. Civil Action No. 779, with an adjudication date of 6/15/1898 and an appropriation date of 3/3/1896 for 0.20 c.f.s. for irrigation;

F. Civil Action No. 883, with an adjudication date of 12/18/1900 and an appropriation date of 10/8/1898 for 3.60 c.f.s for irrigation;

G. Civil Action No. 3431, with an adjudication date of 1/11/1943 and an appropriation date of 3/4/1921 for 21.3 c.f.s. for irrigation.

(the "**Ditch Shares**").

2. **Purchase Price.** The purchase price for the Ditch Shares is **\$120,000.00** (the "***Purchase Price***"), to be paid to Seller in good and sufficient funds at Closing (as hereinafter defined).

3. **Seller's Documents.** Within ten (10) days after the Effective Date, Seller agrees to deliver to Buyer any and all documents in Seller's possession or control relating to the Ditch Shares ("***Seller's Documents***").

4. **Buyer's Due Diligence Review.** Buyer shall have from the Effective Date until the date which is thirty (30) days after delivery to Buyer of Seller's Documents to perform such inspections and investigations related to the Ditch Shares as Buyer in its sole and absolute discretion deems necessary or appropriate, including without limitation, investigations related to title to the Ditch Shares, information regarding the Company, any Company limitations or requirements on use of the Ditch Shares, and suitability of the Ditch Shares for Buyer's intended uses ("***Due Diligence Period***"). In the event Buyer is not satisfied with its inspections or determines not to purchase all or any portion of the Ditch Shares for any or no reason at all, Buyer may, in its sole and absolute discretion, either (a) submit a due diligence objection ("***Objection***") to Seller on or before the expiration of the Due Diligence Period or (b) terminate the Contract by providing written notice to Seller prior to expiration of the Due Diligence Period, in which event the parties shall have no further obligations hereunder. In the event Buyer elects to submit an Objection, Seller will respond to the same within three (3) days of the date of the Objection. If the parties cannot resolve Buyer's Objection within three (3) days of the date of the Objection, Buyer may, in its sole and absolute discretion, terminate the Contract, in which event the parties shall have no further obligations hereunder.

5. **Financing Contingency/Seller Financing.** Buyer may obtain a new loan for all or a portion of the Purchase Price. Buyer shall apply for such financing no later than seven (7) days following the expiration of the Due Diligence Period ("***Application Deadline***"). Seller is also willing to finance Buyer based upon \_\_\_% down at \_\_\_% interest amortized over \_\_\_ months with a final payment due on \_\_\_\_\_. This Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the new loan or the Seller financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the right to terminate this Contract within thirty (30) days of the Application Deadline ("***Loan Termination Deadline***"), if the new loan or Seller financing terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

6. **Seller's Representations.** Seller makes the following representations:

(a) Other than this Contract, Seller is not a party to any contract for sale, option to purchase, lease, or any other agreement existing and in force with respect to or in any manner affecting all or any portion of the Ditch Shares or any interest therein;

(b) Seller obtained title to the Ditch Shares via quitclaim deed from CB Minerals, LLC, on April 11, 2019 and shall convey title to the Ditch Shares via quitclaim deed to Buyer. Seller *does not* warrant title; (c) Neither the execution of the Contract nor the consummation of the transaction contemplated herein will result in a breach, default, or violation of any agreement to which Seller is a party;



(e) Since acquiring the Ditch Shares on April 11, 2019, Seller has taken no action and does not have any knowledge of facts which would give rise to a claim for a lien, encumbrance, or any other type of claim to or against the Ditch Shares;

(f) Seller has not received written notice and has no actual knowledge of: (i) any condemnation or governmental taking threatened or pending against all or any portion of the Ditch Shares; or (ii) any litigation, claim, judgment, or proceeding relating to, affecting, or which could become a lien on, the Ditch Shares part thereof;

(g) Seller has not received written notice and has no actual knowledge that the Ditch Shares are not in compliance with all governing documents and requirements of the Company; and

(i) There are no maintenance, service, or other contracts or agreements concerning or affecting the Ditch Shares to which Seller is a party which would be binding on Buyer after Closing, except as disclosed in Seller's Documents.

7. **Closing; Closing Costs; and Deliverables.** This transaction shall close no later than seven (7) days after the end of Buyer's Due Diligence Period ("**Closing**"). Seller and Buyer shall equally share all costs associated with the Closing, including any and all fees and costs charged or assessed by the Company for the transaction and Closing, if any. Except as otherwise provided herein, each party shall pay its own attorney's fees. At Closing, Buyer shall deliver the Purchase Price in good and sufficient funds to Seller, and Seller shall execute and deliver to Buyer the following:

(a) Quitclaim Deed conveying Seller's title to the Ditch Shares (the "**Deed**"), which Deed shall be recorded in the records of the Office of the Garfield County Clerk and Recorder;

(b) Such further documents as may be required for the transfer to Buyer of the Ditch Shares, including without limitation as may be required by the Company to complete the transaction contemplated by this Contract and the recording in the Company records of Buyer's ownership of the Ditch Shares.

At Closing, Seller shall request the Company to transfer the Ditch Shares to Buyer on the books and records of the Company.

8. **Proration of Assessments.** All 2019 Company assessments and charges against the Ditch Shares, if any, shall be paid by Buyer at Closing.

9. **Default and Remedies.** If either party defaults or breaches its obligations under this Contract, the non-defaulting party may (i) sue to specifically enforce this Contract; or (ii) terminate this Contract by written notice to the defaulting party. 10. **Ratification \_\_\_\_\_ by Buyer.** This Contract must be ratified by the Town Council for the Town of New Castle at its next regularly scheduled meeting on May \_\_, 2019. In the event the Town Council does not

ratify the Town Administrator's execution of this Contract, this Contract shall be void and of no force and effect.

11. **Miscellaneous.** The parties acknowledge and agree that the following terms and conditions are a material part of this Contract:

(a) In the event either party is required to provide notice to the other party, such notice shall be by hand-delivery, by U.S. First Class Mail, or by overnight delivery service or by electronic mail. Notice shall be deemed given (i) when received if transmitted by hand-delivery, (ii) on the third (3<sup>rd</sup>) business day if transmitted by U.S. Mail, (iii) the next business day if transmitted by overnight delivery, or (4) within one hour of sending via electronic mail if sender does not receive a notice of undeliverability. Notice shall be sent to the following addresses:

To Seller: John Kuersten  
4250 County Road 214  
Silt, Colorado 81652  
[john@kuerstenconstruction.com](mailto:john@kuerstenconstruction.com)

with copy to: Edward B.Olszewski  
Olszewski, Massih & Maurer, P.C.  
P.O. Box 916  
Glenwood Springs, CO 81601  
[ed@ommpc.com](mailto:ed@ommpc.com)

To Buyer: Town of New Castle  
Attn: David Reynolds, Town Administrator  
450 W. Main Street  
New Castle, Colorado 81647  
[dreynolds@newcastlecolorado.org](mailto:dreynolds@newcastlecolorado.org)

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

(b) This Contract shall be governed by and construed according to the laws of the State of Colorado. Venue for any legal action or suit related to this Contract shall be in the District Court in and for Garfield County, Colorado.

(c) There are no oral agreements, understanding, representations or promises made by either party which modify, contradict, or supersede this Contract. This Contract constitutes the entire and complete agreement of the parties concerning the subject matter hereof. This Contract may be modified only by a written agreement signed by both parties.

(d) Should either party commence legal action to enforce or construe this Contract, the prevailing party in such action is entitled to recover its attorney fees and costs actually incurred in such action from the other party.

(e) This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

(f) This Contract may be executed in duplicate original counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Contract to be executed on the dates shown below.

SELLER:

BUYER:

Town of New Castle, Colorado, Water and  
Sewer Enterprise

\_\_\_\_\_  
John Kuersten

\_\_\_\_\_  
David Reynolds, Town Administrator

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

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

## CONTRACT

This CONTRACT (this “*Contract*”) is made by and between CHET STICKLER and MERIYA STICKLER (collectively, “*Seller*”) and TOWN OF NEW CASTLE, COLORADO, WATER AND SEWER ENTERPRISE, an enterprise of the Town of New Castle, Colorado within the meaning of Article X, Section 20 of the Colorado Constitution (“*Buyer*”) and is effective on the last date this Contract is signed by both parties (“*Effective Date*”) as shown on the signature page of this Contract.

### W I T N E S S E T H:

**WHEREAS**, Seller desires to sell and Buyer desires to purchase, upon the terms and conditions hereinafter set forth, 10 shares in the Ware and Hinds Ditch Association and the water right interests represented thereby.

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

1. **Ditch Shares.** Subject to the terms and conditions of this Contract, Buyer agrees to purchase and Seller agrees to sell 10 shares (delineated as Class A Stock) in the Ware and Hinds Ditch Association, a Colorado nonprofit corporation (the “*Company*”), which shares are represent entitlement to delivery of approximately 90 g.p.m. of water decreed to the Ware & Hinds Ditch adjudicated in the District Court in and for Garfield County, Colorado, as follows:

A. Civil Action No. 103, with an adjudication date of 5/11/1889 and an appropriation date of 10/1/1883 for 5 c.f.s. for irrigation;

B. Civil Action No. 103, with an adjudication date of 5/11/1889 and an appropriation date of 3/1/1886 for 10.30 c.f.d.s for irrigation;

C. Civil Action No. 103, with an adjudication date of 5/11/1889 and an appropriation date of 5/1/1888 for 5.50 c.f.s. for irrigation;

D. Civil Action No. 767, with an adjudication date of 11/15/1897 and an appropriation date of 4/18/1896 for 1.60 c.f.s. for irrigation;

E. Civil Action No. 779, with an adjudication date of 6/15/1898 and an appropriation date of 3/3/1896 for 0.20 c.f.s. for irrigation;

F. Civil Action No. 883, with an adjudication date of 12/18/1900 and an appropriation date of 10/8/1898 for 3.60 c.f.s for irrigation;

G. Civil Action No. 3431, with an adjudication date of 1/11/1943 and an appropriation date of 3/4/1921 for 21.3 c.f.s. for irrigation.

(the “*Ditch Shares*”).

2. **Purchase Price.** The purchase price for the Ditch Shares is **\$150,000.00** (the “***Purchase Price***”), to be paid to Seller in good and sufficient funds at Closing (as hereinafter defined).

3. **Seller’s Documents.** Within ten (10) days after the Effective Date, Seller agrees to deliver to Buyer any and all documents in Seller’s possession or control relating to the Ditch Shares “***Seller’s Documents***”).

4. **Buyer’s Due Diligence Review.** Buyer shall have from the Effective Date until the date which is thirty (30) days after delivery to Buyer of Seller’s Documents to perform such inspections and investigations related to the Ditch Shares as Buyer in its sole and absolute discretion deems necessary or appropriate, including without limitation, investigations related to title to the Ditch Shares, information regarding the Company, any Company limitations or requirements on use of the Ditch Shares, and suitability of the Ditch Shares for Buyer’s intended uses (“***Due Diligence Period***”). In the event Buyer is not satisfied with its inspections or determines not to purchase all or any portion of the Ditch Shares for any or no reason at all, Buyer may, in its sole and absolute discretion, either (a) submit a due diligence objection (“***Objection***”) to Seller on or before the expiration of the Due Diligence Period or (b) terminate the Contract by providing written notice to Seller prior to expiration of the Due Diligence Period, in which event the parties shall have no further obligations hereunder. In the event Buyer elects to submit an Objection, Seller will respond to the same within three (3) days of the date of the Objection. If the parties cannot resolve Buyer’s Objection within three (3) days of the date of the Objection, Buyer may, in its sole and absolute discretion, terminate the Contract, in which event the parties shall have no further obligations hereunder.

5. **Financing Contingency.** Buyer may obtain a new loan for all or a portion of the Purchase Price. Buyer shall apply for such financing no later than seven (7) days following the expiration of the Due Diligence Period (“***Application Deadline***”). This Contract is conditional upon Buyer determining, in Buyer’s sole subjective discretion, whether the new loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the right to terminate this Contract within thirty (30) days of the Application Deadline (“***Loan Termination Deadline***”), if the new loan is not satisfactory to Buyer, in Buyer’s sole subjective discretion.

6. **Seller’s Representations.** Seller makes the following representations:

(a) Other than this Contract, Seller is not a party to any contract for sale, option to purchase, lease, or any other agreement existing and in force with respect to or in any manner affecting all or any portion of the Ditch Shares or any interest therein;

(b) Seller obtained title to the Ditch Shares via quitclaim deed from CB Minerals, LLC on April 11, 2019 and shall convey title to the Ditch Shares via quitclaim deed to Buyer. Seller *does not* warrant title;

(c) Neither the execution of the Contract nor the consummation of the transaction contemplated herein will result in a breach, default, or violation of any agreement to which Seller is a party;

(e) Since acquiring the Ditch Shares on April 11, 2019, Seller has taken no action and does not have any knowledge of facts which would give rise to a claim for a lien, encumbrance, or any other type of claim to or against the Ditch Shares;

(f) Seller has not received written notice and has no actual knowledge of: (i) any condemnation or governmental taking threatened or pending against all or any portion of the Ditch Shares; or (ii) any litigation, claim, judgment, or proceeding relating to, affecting, or which could become a lien on, the Ditch Shares part thereof;

(g) Seller has not received written notice and has no actual knowledge that the Ditch Shares are not in compliance with all governing documents and requirements of the Company; and

(i) There are no maintenance, service, or other contracts or agreements concerning or affecting the Ditch Shares to which Seller is a party which would be binding on Buyer after Closing, except as disclosed in Seller's Documents.

7. **Closing; Closing Costs; and Deliverables.** This transaction shall close no later than seven (7) days after the end of Buyer's Due Diligence Period ("**Closing**"). Seller and Buyer shall equally share all costs associated with the Closing, including any and all fees and costs charged or assessed by the Company for the transaction and Closing, if any. Except as otherwise provided herein, each party shall pay its own attorney's fees. At Closing, Buyer shall deliver the Purchase Price in good and sufficient funds to Seller, and Seller shall execute and deliver to Buyer the following:

(a) Quitclaim Deed conveying Seller's title to the Ditch Shares (the "**Deed**"), which Deed shall be recorded in the records of the Office of the Garfield County Clerk and Recorder;

(b) Such further documents as may be required for the transfer to Buyer of the Ditch Shares, including without limitation as may be required by the Company to complete the transaction contemplated by this Contract and the recording in the Company records of Buyer's ownership of the Ditch Shares.

At Closing, Seller shall request the Company to transfer the Ditch Shares to Buyer on the books and records of the Company.

8. **Proration of Assessments.** All 2019 Company assessments and charges against the Ditch Shares, if any, shall be paid by Buyer at Closing.

9. **Default and Remedies.** If either party defaults or breaches its obligations under this Contract, the non-defaulting party may (i) sue to specifically enforce this Contract; or (ii) terminate this Contract by written notice to the defaulting party. 10. **Ratification by Buyer.** This Contract must be ratified by the Town Council for the Town of New Castle at its next regularly scheduled meeting on May \_\_, 2019. In the event the Town Council does not ratify the Town Administrator's execution of this Contract, this Contract shall be void and of no force and effect.

11. **Miscellaneous.** The parties acknowledge and agree that the following terms and conditions are a material part of this Contract:

(a) In the event either party is required to provide notice to the other party, such notice shall be by hand-delivery, by U.S. First Class Mail, or by overnight delivery service or by electronic mail. Notice shall be deemed given (i) when received if transmitted by hand-delivery, (ii) on the third (3<sup>rd</sup>) business day if transmitted by U.S. Mail, (iii) the next business day if transmitted by overnight delivery, or (4) within one hour of sending via electronic mail if sender does not receive a notice of undeliverability. Notice shall be sent to the following addresses:

To Seller:

Chet Stickler  
4100 County Road 214  
Silt, Colorado 81652  
[stickman1511@LIVE.COM](mailto:stickman1511@LIVE.COM)

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

To Buyer: Town of New Castle  
Attn: David Reynolds, Town Administrator  
450 W. Main Street  
New Castle, Colorado 81647  
[dreynolds@newcastlecolorado.org](mailto:dreynolds@newcastlecolorado.org)

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

(b) This Contract shall be governed by and construed according to the laws of the State of Colorado. Venue for any legal action or suit related to this Contract shall be in the District Court in and for Garfield County, Colorado.

(c) There are no oral agreements, understanding, representations or promises made by either party which modify, contradict, or supersede this Contract. This Contract constitutes the entire and complete agreement of the parties concerning the subject matter hereof. This Contract may be modified only by a written agreement signed by both parties.

(d) Should either party commence legal action to enforce or construe this Contract, the prevailing party in such action is entitled to recover its attorney fees and costs actually incurred in such action from the other party.

(e) This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

(f) This Contract may be executed in duplicate original counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Contract to be executed on the dates shown below.

SELLER:

BUYER:

Town of New Castle, Colorado, Water and  
Sewer Enterprise

\_\_\_\_\_  
Chet Stickler

\_\_\_\_\_  
David Reynolds, Town Administrator

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

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

\_\_\_\_\_  
Meriya Stickler

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





The Property Shop, Inc.  
 Haddie Lopez  
 Ph: 970-947-9300 Fax: 970-947-9335

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE41-6-18) (Mandatory 1-19)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**AGREEMENT TO AMEND/EXTEND CONTRACT**

Date: 5/17/2019

1. This agreement amends the contract dated 4/26/2019 (Contract), between **Town of New Castle** (Seller), and **Deborah Lynn Herrell** (Buyer), relating to the sale and purchase of the following legally described real estate in the County of **Garfield**, Colorado:  
**Subdivision: WINDRIDGE CONDOS Unit: 115**  
 known as No. **200 S E Avenue, 115 New Castle, CO 81647** (Property).

**NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.**

2. **§ 3.1 Dates and Deadlines.** [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 4.3	Alternative Earnest Money Deadline	<i>no change</i>		
<b>Title</b>					
2	§ 8.1, § 8.4	Record Title Deadline	<i>no change</i>		
3	§ 8.2, § 8.4	Record Title Objection Deadline	<i>no change</i>		
4	§ 8.3	Off-Record Title Deadline	<i>no change</i>		
5	§ 8.3	Off-Record Title Objection Deadline	<i>no change</i>		
6	§ 8.5	Title Resolution Deadline	<i>no change</i>		
7	§ 8.6	Right of First Refusal Deadline	<i>no change</i>		
<b>Owners' Association</b>					
8	§ 7.2	Association Documents Deadline	<i>no change</i>		
9	§ 7.4	Association Documents Termination Deadline	<i>no change</i>		
<b>Seller's Disclosures</b>					
10	§ 10.1	Seller's Property Disclosure Deadline	<i>no change</i>		
11	§ 10.10	Lead-Based Paint Disclosure Deadline CBS1, 2, F1	<i>no change</i>		
<b>Loan and Credit</b>					
12	§ 5.1	Loan Application Deadline	<i>no change</i>		
13	§ 5.2	Loan Termination Deadline	<i>6/12/2019</i>	<i>Wednesday</i>	
14	§ 5.3	Buyer's Credit Information Deadline	<i>no change</i>		
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	<i>no change</i>		
16	§ 5.4	Existing Loan Documents Deadline	<i>no change</i>		
17	§ 5.4	Existing Loan Documents Termination Deadline	<i>no change</i>		
18	§ 5.4	Loan Transfer Approval Deadline	<i>no change</i>		

Initials \_\_\_\_\_

19	§ 4.7	Seller or Private Financing Deadline	<i>no change</i>			
<b>Appraisal</b>						
20	§ 6.2	Appraisal Deadline	<i>6/7/2019</i>	Friday		
21	§ 6.2	Appraisal Objection Deadline	<i>6/7/2019</i>	Friday		
22	§ 6.2	Appraisal Resolution Deadline	<i>6/10/2019</i>	Monday		
<b>Survey</b>						
23	§ 9.1	New ILC or New Survey Deadline	<i>no change</i>			
24	§ 9.3	New ILC or New Survey Objection Deadline	<i>no change</i>			
25	§ 9.3	New ILC or New Survey Resolution Deadline	<i>no change</i>			
<b>Inspection and Due Diligence</b>						
26	§ 10.3	Inspection Objection Deadline	<i>no change</i>			
27	§ 10.3	Inspection Termination Deadline	<i>no change</i>			
28	§ 10.3	Inspection Resolution Deadline	<i>no change</i>			
29	§ 10.5	Property Insurance Termination Deadline	<i>no change</i>			
30	§ 10.6	Due Diligence Documents Delivery Deadline	<i>no change</i>			
31	§ 10.6	Due Diligence Documents Objection Deadline	<i>no change</i>			
32	§ 10.6	Due Diligence Documents Resolution Deadline	<i>no change</i>			
33	§ 10.6	Environmental Inspection Objection Deadline CBS2, 3, 4	<i>no change</i>			
34	§ 10.6	ADA Evaluation Objection Deadline CBS2, 3, 4	<i>no change</i>			
35	§ 10.7	Conditional Sale Deadline	<i>no change</i>			
36	§ 10.10	Lead-Based Paint Termination Deadline CBS1, 2, F1	<i>no change</i>			
37	§ 11.1, 11.2	Estoppel Statements Deadline CBS2, 3, 4	<i>no change</i>			
38	§ 11.3	Estoppel Statements Termination Deadline CBS2,3,4	<i>no change</i>			
<b>Closing and Possession</b>						
39	§ 12.3	<b>Closing Date</b>	<i>6/20/2019</i>	Thursday		
40	§ 17	Possession Date	<i>6/20/2019</i>	Thursday		
41	§ 17	Possession Time	<i>closing and delivery of deed</i>			
42	<i>n/a</i>	<i>n/a</i>	<i>no change</i>			
43	<i>n/a</i>	<i>n/a</i>	<i>no change</i>			

18 **3.** Other dates or deadlines set forth in the Contract are changed as follows:

19 *n/a*

20

21 **4.** Additional amendments:

22 *n/a*

23 All other terms and conditions of the Contract remain the same.

24

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before *5/22/2019 5 PM MDT*.

Date Time

26

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

27 Seller: *Town of New Castle*  
*By: David Reynolds, Town Administrator*

28

29 Seller: \_\_\_\_\_ Date: \_\_\_\_\_

30 Address:

31

32

33 \_\_\_\_\_ Date: \_\_\_\_\_  
Buyer: **Deborah Lynn Herrell**

34

35 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

36 Address:

37

---

**AE41-6-18. AGREEMENT TO AMEND/EXTEND CONTRACT**

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Initials \_\_\_\_\_

**TOWN OF NEW CASTLE, COLORADO  
ORDINANCE NO. 2019-3**

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL AUTHORIZING  
THE SALE OF REAL PROPERTY.

WHEREAS, the Town of New Castle (“Town”) is the owner of that certain real property described as Windridge Condos Unit 115, also known as 200 S E Avenue, 115, New Castle, Colorado (the “Property”); and

WHEREAS, the Town has entered into a contract to sell the Property to Deborah Lynn Herrell (“Buyer”) dated May 1, 2019, as amended; and

WHEREAS, Article IV, Section 4.1 of the Town Charter requires an ordinance for the disposition of municipally-owned real estate; and

WHEREAS, the Property is not being used or held for any municipal or governmental purpose; and

WHEREAS, the Town Council desires to authorize the sale of the Property pursuant to the contract with Buyer.

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

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated by reference herein as findings and determinations of the Town Council.
2. Sale Authorization. The Town Council hereby authorizes the sale of the Property pursuant to the terms set forth in the contract with the Buyer. The Mayor and/or Town Administrator are authorized to execute the deed and such other and further documents as may be necessary to effectuate the sale of the Property pursuant to the contract and any amendments separately approved by the Town Council.

INTRODUCED on \_\_\_\_\_, 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 \_\_\_\_\_, read by title and number, passed with amendment as set forth herein, approved, and ordered published as required by the Charter.

NEW CASTLE TOWN COUNCIL

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

ATTEST:

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



# SAMPLE

<b>Project Budget: 2019 Town of New Castle Streets Maintenance</b>							
	Source of Funds	Date Secured		GCFMLD Grant Request	Applicant Match (\$)	Partner Match (\$)	Total Funding (\$)
<b>CASH</b>							
	Garfield County Federal Mineral Lease District	<i>17-Apr-19</i>		<b>\$72,054.20</b>			\$72,054.20
	Town of New Castle	Jan. 1 2019			\$37,215.80		\$37,215.80
<b>IN-KIND</b>							
<b>TOTAL SOURCE OF FUNDS</b>				<b>\$72,054.20</b>	<b>\$37,215.80</b>	<b>\$0.00</b>	<b>\$109,270.00</b>
<b>Project Budget: 2019 Town of New Castle Streets Maintenance</b>							

<b>CASH</b>	<b>Use of Funds</b>	<b>Number of Units</b>	<b>Cost Per Unit</b>	<b>GCFMLD Funds</b>	<b>Applicant Funds</b>	<b>Partner Funds</b>	<b>Total Funding (\$)</b>
<b>CATEGORY 1</b>							
<i>Pre Fab Bulk Water Dispenser</i>		1.00	55,000.00	36,300.00	\$18,700.00		\$55,000.00
<b>CATEGORY 2</b>							
<i>Concrete curb and Gutter</i>	18 inch concrete curb and gutter	470.00	28.00	8,685.60	\$4,474.40		\$13,160.00
<b>CATEGORY 3</b>							
<i>Roadway subgrade class 6 material (6" depth)</i>	Excavation of native materials and placement of new subgrade	135.00	32.00	2,851.20	\$1,468.80		\$4,320.00
<i>Hot Bituminous Asphalt Paving (3" depth)</i>	Paving of new road section per ton	54.00	115.00	4,098.60	\$2,111.40		\$6,210.00
<i>Asphalt Overlay ( 1.5" depth)</i>	Overlay of existing chip seal roadway per ton	32.00	115.00	2,428.80	\$1,251.20		\$3,680.00
<b>CATEGORY 4</b>							
<i>Electrical</i>		1.00	3,500.00	2,310.00	\$1,190.00		\$3,500.00
<i>Light pole and Base</i>		1.00	4,000.00	2,640.00	\$1,360.00		\$4,000.00
<i>Security cameras</i>	Vandal deterrent	1.00	4,000.00	2,640.00	\$1,360.00		\$4,000.00
<b>CATEGORY 5</b>							
<i>Extension of water mainline</i>	Material purchase	1.00	2,500.00	1,650.00	\$850.00		\$2,500.00
<i>Drain Installation</i>	Material Purchase	1.00	2,500.00	1,650.00	\$850.00		\$2,500.00
<b>USE OF FUNDS - CASH SUBTOTAL</b>				<b>\$65,254.20</b>	<b>\$33,615.80</b>	<b>\$0.00</b>	<b>\$98,870.00</b>



**Project Budget: 2019  
Town of New Castle  
Streets Maintenance**

<b>IN-KIND</b>	<b>Use of Funds</b>	<b>No. of Units / Hours</b>	<b>Cost Per Unit / Hour</b>	<b>GCFMLD Funds</b>	<b>Applicant Funds</b>	<b>Partner Funds</b>	<b>Total Funding (\$)</b>
Professional Services							
Materials							
Equipment							
	<b>USE OF FUNDS - IN-KIND SUBTOTAL</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<i>10% Contingency</i>			<b>\$6,800</b>	<b>\$3,600</b>	<b>\$0</b>	<b>\$10,400</b>
	<b>TOTAL PROJECT COST</b>			<b>\$72,054.20</b>	<b>\$37,215.80</b>	<b>\$0.00</b>	<b>\$109,270.00</b>

Flowpoint Return on Investment Calculator



Days of Operation

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

Bill Rate

- \$/m<sup>3</sup>
- \$/1000 US Gallons
- \$/Barrel
- \$/1000 Imperial Gallons
- \$/ft<sup>3</sup>

Billing Rate  per 1000 US Gallons

Average Load Volume  US Gallons

Average Number of Users per Day

Quoted Price

Return on Investment  months

**Income per Year**

*Note: Green Indicates a Required Field*

New Castle Town Council Meeting  
Tuesday, April 2, 2019, 7:00 p.m.

Call to Order

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

Pledge of Allegiance

Roll Call

Present      Councilor Mariscal  
                 Councilor Owens  
                 Councilor Hazelton  
                 Mayor A Riddile  
                 Councilor Copeland  
                 Councilor Leland  
                 Councilor G Riddile

Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody Harrison, Town Planner Paul Smith and Town Treasurer Loni Burk.

Meeting Notice

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

Conflicts of Interest

There were no conflicts of interest.

Agenda Changes

There were no agenda changes.

Citizen Comments on Items not on the Agenda

There were no citizen comments.

Consultant Reports

Consultant Attorney – not present.

Consultant Engineer – not present.

Items for Consideration

Update: Judge Amanda Maurer & Prosecutor Angela Roff

Judge Amanda Maurer and Prosecutor Angela Roff greeted the council. Judge Maurer told the council that she and Prosecutor Roff had conferred before the meeting and they noted that there was little to update the council on regarding new law, as there had not been any real changes since their last visit to council. Judge Maurer and Prosecutor Roff discussed the effects that the legalization of marijuana seemed to have had on youth and

1 what other issues they were seeing in the courts. They also discussed the problem of  
2 minors using vape pens. Law enforcement and the school districts were working hard to  
3 come up with some solutions. One solution was to have school resource officers in the  
4 schools.

5 Judge Maurer and Prosecutor Roff briefly discussed other court issues and they agreed  
6 that traffic and criminal citations in New Castle had remained steady, neither increasing or  
7 decreasing. Prosecutor Roff said that communication with the police department was very  
8 good.

9 Judge Maurer and Prosecutor Roff invited the council to attend court some time if they  
10 were interested in watching the court process.

11 The council thanked Judge Maurer and Prosecutor Roff.

#### 12 13 Downtown Alliance Presentation

14 Administrator Reynolds introduced two members of a very active downtown group who  
15 recently changed their name to the Downtown Alliance.

16 Bronwyn Rittner and Summer Lajoie greeted the council. Ms. Rittner thanked  
17 Administrator Reynolds and the council for allowing the group to continue their work in  
18 the downtown. She said that they would continue the Ritter Plaza Music in the Park event.  
19 The "Welcome to New Castle" sign was being repainted, and the group was continuing  
20 their work on Liberty Park.

21 Ms. Lajoie told the council that she was very interested in nature and conservation. She  
22 passed out information to the council regarding pollinators. She said she had contacted  
23 the town regarding pollinator gardens and was subsequently invited to attend a Parks,  
24 Open Space, Trails and Recreation meeting to present her idea of planting native species  
25 of plants to support native pollinators. Ms. Lajoie spoke in detail regarding pollinator  
26 gardens and her efforts to educate and involved the community. She also said she had  
27 **been hired as the Town of New Castle's Horticulturalist.**

28 Administrator Reynolds told the council that the Downtown Alliance was considering a  
29 scavenger hunt in the downtown as well as a ghost walk for Halloween and caroling  
30 around Christmastime. He said that the Alliance was also working on advertising. He said  
31 that Garfield County was putting together a magazine and it would feature each of the  
32 towns in the county. In addition, Administrator Reynolds said that the Downtown Alliance  
33 was considering a full-page ad. One-third of the page would be dedicated to the  
34 Community Market; one-third would be for the Ritter Plaza Music in the Park event and  
35 the remaining third would be a "Welcome home to New Castle" **section with photos of**  
36 town events and Main Street and the town brand. Administrator Reynolds said the  
37 magazine would run seasonally.

38 The council thanked Ms. Lajoie and Ms. Rittner.

#### 39 40 41 Discussion: Golf Carts on Town Streets

42 Administrator Reynolds described in detail the work that staff had done in researching the  
43 idea of allowing golf carts on town streets. This included the available connections  
44 between Castle Valley, Lakota and the downtown; the types of off-highway vehicles that  
45 could be used; the benefits it would provide to the residents and businesses and the rules  
46 or regulations that may need to be in place. Administrator Reynolds said that the  
47 ordinance would come to the council very soon, but not until after an open house was

1 held to inform the public of the idea and to gather thoughts, concerns and ideas from the  
2 citizenry. The council agreed an open house was a good idea.

3  
4  
5  
6 Review: The Downtown Plan

7 Administrator Reynolds told the council that the downtown plan was a document that was  
8 a long time in the making. He said that Councilor Leland and the Planning & Zoning (P&Z)  
9 Commission had spent a lot of time rewriting the document, and it had been a great  
10 learning tool for them since many of the commission members were new. Administrator  
11 Reynolds reviewed some of the changes that P&Z had made including the removal of  
12 specific business names, property owners and language that threatened vested rights in  
13 other areas of town.

14 Administrator Reynolds said that staff was asking council to review the downtown plan  
15 and offer suggestions for revisions that would go back to the P&Z as recommendations.  
16 After that, it will go to a P&Z public hearing for approval. Once approved it will be  
17 incorporated as an amendment to the Comprehensive Plan.

18 The council briefly discussed their thoughts on the downtown plan, and clarified that the  
19 document would be approved during a public hearing that would be noticed. They  
20 generally agreed that it may be a good idea to do some additional outreach to the  
21 downtown area.

22 Mayor A Riddile asked that each council member review the plan and bring their  
23 comments back at the next meeting.

24  
25  
26 Update: Senior Housing

27 Administrator Reynolds said that staff expected to be able to issue the TCO. He said that  
28 the escrow agreement was signed, but the wire transfer of the funds had not happened,  
29 so the TCO was not issued. The escrow account was to ensure that the necessary work  
30 was completed on the project. He said that the TCO will be good until May 31, 2019.

31 Administrator Reynolds also said that unfortunately staff had fielded a number of calls  
32 complaining that the town had delayed residents from moving into senior housing. He also  
33 said that the manager, Leslie Means, was no longer with the project and they had a  
34 temporary person handling both locations.

35  
36  
37 Councilor Art Riddile made a motion at 8:46 p.m. to go into Executive Session (1)  
38 to discuss the purchase, acquisition, lease, transfer, or sale of real, personal or  
39 other property interest under C.R.S. Section 24-6-402(4)(a); and (2) for the  
40 purpose of determining positions relative to matters that may be subject to  
41 negotiations, developing strategy for negotiations, and/or instructing  
42 negotiators under C.R.S. Section 24-6-402(4)(e) and concerning town-owned  
43 property. Councilor Hazelton seconded the motion and it passed unanimously.

44  
45  
46 Executive session concluded.

47  
48 At the end of the executive session, Mayor A Riddile made the following statement:

1  
2 "The time is now 9:05 p.m. and the executive session has been concluded. The participants  
3 in the executive session were: Councilors Mariscal, Owens and Hazelton; Mayor A Riddile;  
4 Councilors Copeland, Leland and G Riddile; Town Administrator Dave Reynolds and Town  
5 Clerk Melody Harrison. For the record, if any person who participated in the executive  
6 session believes that any substantial discussion of any matters not included in the motion  
7 to go into the executive session occurred during the executive session, or that any improper  
8 action occurred during the executive session in violation of the Open Meetings Law, I would  
9 ask that you state your concerns for the record."

10  
11 No concerns were stated.

12  
13 Clerk Harrison told the council that the last item on the consent agenda was a  
14 modification of the liquor license for cooler space for alcohol at Kum & Go. She said the  
15 store held a fermented malt beverage license for off-premises consumption. The  
16 modification was to expand from two cooler doors to four cooler doors and did not require  
17 a public hearing unless the council felt otherwise. In that case, they could remove the  
18 application from the consent agenda and set it for a public hearing. The council did not feel  
19 a public hearing was necessary.

20  
21 Consent Agenda

22 February 19, 2019 council minutes

23 March 5, 2019 council minutes

24 March Bills of \$454,555.11

25 Kum & Go FMB Liquor License Cooler Modification

26 MOTION: Councilor Leland made a motion to approve the consent agenda.

27 Councilor Mariscal seconded the motion and it passed unanimously.

28  
29  
30 Staff Reports

31 Town Administrator – Administrator Reynolds said that the next town municipal court will  
32 be held on Monday, April 8, and the Ferrin Case will be heard. He said he, Town  
33 Prosecutor Angela Roff and Town Attorney David McConaughy had been in meetings  
34 regarding the case. Administrator Reynolds told the council that Debbie Guccini would be  
35 out of work indefinitely on medical leave, so finance would be short-staffed. He said staff  
36 was looking at how responsibilities could be shifter to ease the burden. Clerk Harrison  
37 suggested that shortening the hours the town hall was open might help and the council  
38 agreed that was a good plan. Administrator Reynolds said that staff had signed a contract  
39 to subcontract an operator in charge of the wastewater treatment plant since Greg Jacob  
40 had accepted employment elsewhere. Administrator Reynolds said that P&Z was working  
41 on the downtown plan, and their first big items will be Jim Columbo's subdivision  
42 application that will go to P&Z next week. Administrator Reynolds told the council that  
43 Town Planner Paul Smith was working on some possible revisions to the land use section  
44 of the town codes to make it more user-friendly for P&Z and citizens alike.

45 Town Clerk – Clerk Harrison told the council that she had attended the AGNC meeting on  
46 March 20 in Glenwood Springs. She said it was a great meeting and she was glad to be  
47 able to attend. She also said she had not yet heard if she had been awarded the grant  
48 from the AGNC, but hoped results would come in soon. Clerk Harrison said that

1 Spellebration would be on Friday and she hoped everyone could attend. Clerk Harrison  
2 said she had met with Sue Ruggles of the Downtown Group, and they would be moving  
3 forward with the Ritter Plaza Music in the Park series for 2019. She said that in 2018 the  
4 council had allowed Ms. Ruggles to use the town to obtain a special events liquor license  
5 for the event, and If they were amicable, Ms. Ruggles would like the same opportunity for  
6 2019. The council agreed. Clerk Harrison said that she, Administrator Reynolds, and  
7 members of New Castle Trails had met with Attorney McConaughy regarding liability  
8 issues for special events, specifically the trails summer conference.

9 Town Planner – not present.

10 Public Works Director – not present.

11

12 Commission Reports

13 Planning & Zoning Commission – Councilor Hazelton suggested that Councilor Copeland  
14 might want to attend the next P&Z meeting since she was next in the council rotation.

15 Historic Preservation Commission – Councilor Copeland said that at the last HPC meeting  
16 they had heard and approved an application for an expansion for EAT Bistro.

17 Climate Action Advisory Committee -

18 Senior Program – Councilor Mariscal said that senior programs was hiring more instructors  
19 for Tai Chi classes, and they had also approached the County Commissioners for more  
20 grant funding.

21 RFTA – Mayor A Riddile said that RFTA will be sending a letter to CDOT requesting a speed  
22 reduction on US Highway 6 near the park and ride and Stop and Save because of safety  
23 concerns. He said that if they get CDOT permission, RFTA might install flashing yellow  
24 lights and crosswalk striping.

25 AGNC – Councilor Hazelton said Administrator Reynolds and Clerk Harrison had attended  
26 the AGNC meeting. Congressman Tipton gave an interesting update. The guest speaker  
27 was Andy Mueller from the Colorado River District who talked about the snowpack and  
28 advised that although the snowpack was wonderful, it would take 10 more years of the  
29 same snowpack to get Lake Powell back to normal levels.

30 GCE – nothing to report

31 EAB – nothing to report

32

33 Council Comments

34 Councilor Hazelton felt that a more aggressive stance on underage tobacco sales was  
35 appropriate and the council should consider it.

36 Councilor Hazelton asked if anyone had contact information for Cedar Networks. He said  
37 they had contacted him about installing fiber at his home, but no one had returned his  
38 call. Clerk Harrison said she had contact information she would send to him.

39 Councilor Mariscal asked the council for some assistance with the joint meeting with the  
40 Board of County Commissioners and the Mexican Consulate. She said she wanted to hold  
41 a luncheon at the Community Center. The council agreed the meeting was a great  
42 opportunity.

43 Councilor Hazelton complimented Councilor Mariscal because her name had come up a  
44 number of times at a school meeting regarding her wonderful ability to bridge the gap of  
45 the Latino community.

46 Councilor Leland noted that fire restrictions for New Castle had gone into effect on April 1  
47 and the large amount of precipitation for the year seemed helpful, but in fact, it would





New Castle Special Town Council Meeting  
Monday, April 8, 2019, 6:30 p.m.

Call to Order

Mayor A Riddile called the meeting to order at 6:30 p.m.

Pledge of Allegiance

Roll Call

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

Also present at the meeting were Town Administrator Dave Reynolds and Town Clerk Melody Harrison.

Meeting Notice

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

Conflicts of Interest

There were no conflicts of interest.

Agenda Changes

There were no agenda changes.

Citizen Comments on Items not on the Agenda

There were no citizen comments.

Items for Consideration

MOTION: Councilor Leland made a motion at 6:32 p.m. to go into Executive Session (1) to discuss the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. Section 24-6-402(4)(a); 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) and concerning town-owned property. Mayor A Riddile seconded the motion and it passed unanimously.

1 Executive session concluded.

2

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

4

5 "The time is now 6:46 p.m. and the executive session has been concluded. The participants  
6 in the executive session were: Councilor Hazelton; Mayor A Riddile; Councilors Copeland,  
7 Leland and G Riddile; Town Administrator Dave Reynolds and Town Clerk Melody Harrison.  
8 For the record, if any person who participated in the executive session believes that any  
9 substantial discussion of any matters not included in the motion to go into the executive  
10 session occurred during the executive session, or that any improper action occurred during  
11 the executive session in violation of the Open Meetings Law, I would ask that you state your  
12 concerns for the record."

13

14 No concerns were stated.

15

16 Councilor G Riddile asked if the motion would be to provide the Town Administrator  
17 authority to sign the contract. The council agreed, saying that the motion should also  
18 provide latitude to spend up to \$1,000.00 to address issues on the inspection report once  
19 it was provided, and to make date changes as necessary.

20

21 MOTION: Councilor G Riddile made a motion to authorize the Town Administrator  
22 to sign a contract to buy and sell real estate with Jennifer and Blake Ruechel for  
23 the amount detailed in the contract; also providing staff the authority to spend  
24 up to \$1,000.00 to address objections identified in the inspection of the unit; and  
25 to authorize staff to amend the date or deadline schedule as needed. Councilor  
26 Hazelton seconded the motion and it passed unanimously.

27

28 Councilor Leland offered congratulation to the New Castle Blues Spellebration team for  
29 their tie for first place.

30

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

33

34 The meeting adjourned at 6:50 p.m.

35

36 Respectively submitted,

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41

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Mayor Art Riddile

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Town Clerk Melody Harrison, CMC

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