Posted: _____ Remove: 3/20/19



Town of New Castle

450 W. Main Street PO Box 90 New Castle, CO 81647 Administration DepartmentPhone:(970) 984-2311Fax:(970) 984-2716www.newcastlecolorado.org

New Castle Town Council Work Session Tuesday, March 19, 2019, 6:15 p.m.

1. Revenue Discussion

Agenda New Castle Town Council Meeting Tuesday, March 19, 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. Chamber of Commerce (7:05 p.m.)
- B. Mountain Waste & Recycling Annual Diversion Report Mike Hinkley (7:20 p.m.)
- C. Resolution TC 2019-7 Implementing Parking Regulations on the Kamm Lot (7:35 p.m.)
- D. Consider Authorizing Town Staff to Approve and Execute an Escrow Agreement for Lakota Ridge Senior Apartments (7:50 p.m.)

- E. 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 (8:05 p.m.)
- F. Consider Approving a Listing Agreement for Town-Owned Property (8:20 p.m.)
- G. Executive Session (1) for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding Warrior Acquisitions (8:35 p.m.)

H. Discussion: Golf Carts on Town Streets (8:55 p.m.)

I. Consent Agenda (9:10 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. February 5, 2019 council minutes Resolution TC 2019-5 – Approving the 2019 Mosquito IGA with Garfield County Resolution TC 2019-6 – Approving the 2019 Senior Programs MOU

Staff Reports (9:15 p.m.)

Town Administrator Town Clerk Town Planner Public Works Director

Commission Reports (9:25 p.m.)

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

Council Comments (9:35 p.m.)

Adjourn (10:00 p.m.)



Town of New Castle

Administration Department Phone: (970) 984-2311 450 W. Main Street PO Box 90 Fax: (970) 984-2716 www.newcastlecolorado.org New Castle, CO 81647

Memorandum

- To: Mayor & Council
- From: David Reynolds
- Re: Council Agenda Item – Chamber of Commerce
- Date: 3-14-19

Purpose:

The New Castle Chamber of Commerce has been hard at work with business owners and perspective business owners in the Town of New Castle. Our Chamber would like the opportunity to meet with Council and update them on Chamber work and upcoming items for 2019.



TOWN OF NEW CASTLE YEAR END DIVERSION REPORT 2018

Mountain Waste & Recycling is proud to present our annual recycling and diversion report for 2018. Our recycling program is our commitment to the conservation of planet Earth's natural resources and by providing this report, we hope to inspire the community at large to become involved in our efforts.

Community Diversion Rate

A diversion rate compares the amount of material collected that was recycled or diverted from the landfill, compared to the total waste generated by the town. This information is useful for tracking trends in the community.

Mountain Waste & Recycling manages the solid waste generated by the residences of New Castle, Co. This includes the safe and proper disposal of municipal solid waste and recyclables. The recyclables collected from the Town of New Castle, Co. are taken to the Alpine Waste All Together MRF in Denver, Co.

Mountain waste serviced an average of 1431 households weekly within the town limits of New Castle, Co. in 2018.

Managed Recyclables

- Office paper and discarded mail Newspaper and magazines
- Corrugated cardboard, brown paper bags, paperboard and pizza boxes
- gable-top cartons, aseptic cartons
- Glass food and beverage containers Metal food and beverage containers
- #1-7 plastic bottles Rigid plastics Soft cover books •Yard waste

The Town of New Castle saw steady volumes in all major recyclable commodities with a higher

diversion rate in 2018 (15.58%) compared to 2017 (14.66%).

Mountain Waste & Recycling is proud of the fact that we've served the community for 5+ years. We are proud of our company and of our team, but most of all, we are proud of our customers/partners commitment to saving the environment one aluminum can at a time.

Mountain Waste & Recycling would like to thank the Town of New Castle and its citizens for their commitment to the program, because it would not be possible without your involvement.

Mike Hinkley District Manager Mike.hinkley@mountainwaste.com 970-340-7022

2018 Annual Waste Diversion Report to The Town of New Castle CO

	Number of Residential			Total Landfill Diversion /	2018 Landfill Diversion	2017 Landfill Diversion
	Customers	Trash Tonnage	Single Stream Recycling	TONS	Rate	Rate
January	1420	125.94	23.9	23.9	15.95%	14.49%
February	1414	111.46	18.8	18.8	14.43%	13.97%
March	1427	110.21	21.7	21.7	16.45%	14.61%
April	1423	136.38	23.6	23.6	14.75%	14.20%
May	1422	182.19	28.4	28.4	13.49%	15.47%
June	1430	118.73	26.3	26.3	18.13%	14.99%
July	1428	128.24	27.2	27.2	17.50%	14.98%
August	1433	183.93	32.3	32.3	14.94%	15.04%
September	1442	151.19	26.5	26.5	14.91%	13.90%
October	1446	139.41	28.4	28.4	16.92%	14.52%
November	1444	138.66	24.5	24.5	15.02%	14.91%
December	1445	122.66	22.8	22.8	15.67%	14.46%
Summary	1431	1649	304.4	304.4	15.58%	14.66%
		3,298,000.00	Pounds!	608,800.00	Pounds!	

Note: 5 Service Weeks

Colorado	2021	Target -	28.00%

Town of New Castle - Diversion Comparison			FIGURE 3. COLORADO'S F	RECYCLING GO	ALS ^{xi}		
City of Aspen, Co	38.00%	Down 2.0% from 2017	DIVERSION GOALS	2016	2021	2026	2036
National Average	35.00%	Down 1.0% from 2017					
City of Rifle, Co.	22.17%	Down 1.42% from 2017	Front Range		32%	39%	51%
Town of Silt, Co	18.00%	Up .19% from 2017	Greater Colorado		10%	13%	15%
Town of New Castle, Co	15.58%	Up .92% from 2017	Statewide	12%	28%	35%	45%
Colorado Average	12.00%	No Change from 2017				Achievab	le - ?

Recycling	Recycling Processing	Rate includes 3rd Party Hauling & Tipping Fees at MRF Only)		
	Cost Per Ton			
July 2016	\$38.80			
July 2017	\$52.70	35.82% Increase	in 12 Months	
January 2018	\$66.17	70.54% Increase	in 18 Months	
July 2018	\$90.54	133.35% Increase	in 24 Months	
January 2019	\$91.32	135.36% Increase	in 36 Months	



Town of New Castle

Administration Department 450 W. Main Street **Phone:** (970) 984-2311 PO Box 90 (970) 984-2716 Fax: New Castle, CO 81647 www.newcastlecolorado.org

Memorandum

To: Mayor & Council

David Reynolds From:

Council Agenda Item – Kamm Lot Re:

Date: 3-14-19

Purpose:

The purpose of this agenda item is to consider a resolution regarding the use of Town owned property at the corner of 6th and Main Street. This property, commonly known as the Kamm Lot, is an empty parcel with an undefined use. This parcel has experienced unregulated and defined uses by the general public for a period of time.

In an effort to create an understanding of appropriate and consistent activity for this property, until such time that the Town may sell the property or otherwise define its use, it is suggested that the Town allow this area to be utilized as a Day Parking Lot with signage that indicates Public Parking 24 Hour Limit.

The Resolution for consideration by Council will address the above Kamm Lot concerns while allowing flexibility for to define a more permanent Town use or sale at a later date.

TOWN OF NEW CASTLE, COLORADO RESOLUTION NO. TC 2019-07

<u>A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE,</u> COLORADO, IMPOSING PARKING REGULATIONS ON TOWN-OWNED PROPERTY

WHEREAS, the Town of New Castle ("Town") is the owner of Parcel No. 212331301004 located at the intersection of West Main Street and Kamm Avenue (the "Property"); and

WHEREAS, the Property is not held by the Town or otherwise reserved for any governmental purpose; and

WHEREAS, the Property is currently vacant; and

WHEREAS, the Town Council has agreed to allow the Property to be used as a parking lot on a temporary basis until the Town decides to use the Property for another purpose or sells the Property; and

WHEREAS, to ensure the orderly use of the Property for parking purposes, the Town now desires to adopt certain regulations and restrictions regarding the same.

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

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

<u>Section 2.</u> The Town Council hereby approves the use of the Property for public parking purposes, subject to the rules and regulations adopted in the next Section. Said use may continue for the period of one year from the date of this Resolution, and Town Council may extend the period of use by resolution. Town Council reserves the right to discontinue the use of the Property approved herein for any reason or no reason in its sole discretion. Nothing herein shall limit the Town's ability to market the Property for sale at any time, and notwithstanding the foregoing, the use approved in this Section 2 shall terminate immediately upon the sale of the Property to a third party.

<u>Section 3.</u> Use of the Property for public parking shall be subject to the following regulations to be enforced by Town staff or the New Castle Police Department:

- 1. No vehicle shall remain parked on the Property for more than 24 hours at a time.
- 2. Overnight camping on the Property is prohibited.
- 3. The Town may close the Property to public parking for certain periods upon posting notice of the closure on the Property at least 48 hours prior to the closure.
- 4. All parking regulations adopted by the Town that are generally applicable in the Town shall also apply to the Property. In the event of a conflict, these rules control.
- 5. The Town shall have the right to remove any vehicle from the Property that is found to be in violation of these rules.

<u>Section 4.</u> This Resolution shall take effect immediately upon passage.

INTRODUCED, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of New Castle, Colorado, on March 19, 2019.

TOWN OF NEW CASTLE:

Mayor Art Riddile

ATTEST:

Town Clerk Melody Harrison, CMC

March 15, 2019



"Your Path to Home Ownership"

David Reynolds Town Administrator (970) 984-2311 Ext: 100 dreynolds@newcastlecolorado.org Town of New Castle 450 West Main Street PO Box 90 New Castle CO 81647

RE: Lakota Ridge Senior Apartments Work Plan for Final Certificate of Occupancy.

Mr. Reynolds,

The purpose of this letter is to outline the steps our organization will take to complete the remaining work at Lakota Ridge Senior Apartments. Work will begin as soon as the weather permits, which is anticipated to be at the end of March and beginning of April. All subcontractors are ready to begin on their respective work as soon as the weather and temperature permits. As soon as weather permits the following work items will be completed.

- 1. Exterior painting of the buildings.
 - a. The exterior of the buildings will be prepped for paint complete with the remaining caulking and all the elements that do not receive paint will receive the proper coverings. Any area that will require ladders or lifts will be clearly marked with construction tape and signage indicating that work is being completed and the area is to remain clear of tenants, visitors and staff. At no time will any accessibility paths be blocked to ensure all tenants and visitors will have the ability to move through the site. All areas that are completed will be clearly marked with signage indicating wet paint.
 - b. We anticipate work to begin at the end of March and beginning of April (weather permitting) and we anticipate the work will take 5 to 6 weeks.
- 2. The final topping coat of the private balconies.
 - a. The private balconies will receive their final coat and the door to the balcony will be taped off and the tenant notified that they are not to use their private balcony

Central Office: 7305 Lowell Blvd., Suite 200 • Westminster, CO 80030 • Office: 303.428.1448 Fax: 303.428.1989





until the final topping coat is cured. We anticipate completion of this work in May (weather permitting). This work would take 1 to 2 weeks to complete.

- 3. Final grading and site cleanup.
 - a. The final grading of the neighboring lot as well as a few areas around the site will be completed as soon as weather permits. We anticipate this work will begin at the end of March and beginning of April and would take 2 to 3 weeks to complete.
 - b. Before with work is started, erosion control plans will be in place to mitigate any run off. We will follow the existing erosion control plan already approved for the project. Once all work is completed the erosion control measures will be removed.
- 4. Installation of the perennials and crusher fines paths in our interior courtyard.
 - a. The final plantings and crusher fines paths will be installed per the final design. At all times that the landscaping contractor is working the work area will be blocked off to all tenants, visitors and staff. This work would be completed after all site work listed in #3 above is completed. This work will be completed in April or May (weather permitting) and the work would be completed within 1 to 2 weeks.
- 5. Installation of the site furnishing like benches, trashcans, pet waste stations and cigarette receptacles.
 - a. The final installation of all site furnishings will be placed per the design. All work areas will be blocked off to all tenants, visitors and staff. All site furnishings come pre-finished and will not require any additional painting. This work would be completed after all site work listed in #3 above is completed. We anticipate this work would be completed in April or May (weather permitting) and the work would be completed within 1 to 2 weeks. This work can be completed at the same time as the work outlined in #4 above.
- 6. Re-seeding.
 - a. On the north side of the asphalt walkway along Castle Valley Blvd. we will reseed the swale. The neighboring lot to the west, owned by the School District, will also be reseeded when temperatures allow.
 - b. The areas that require reseeding with the "weed free seed" will be clearly marked off and will be reopened after the work is completed. We anticipate this work would be completed in April or May (weather permitting) and the work would be completed within 1 to 2 weeks. This work will begin after the work outline in #3 above is completed and can happen at the same time as the work identified in #4 and #5 are being completed.
 - c. Once this work is completed we can request a formal sign off and acceptance from the school district.
- 7. Within the public improvements the road stripping and the T-Patch which is the connection from the new public road to the existing Castle Valley Blvd. will need to be completed when temperatures allow and when asphalt is available.
 - a. Upon inspection by the Town of New Castle's Public Works Department it was brought to our attention that the lower sewer man hole lid, at the entrance to the

Central Office: 7305 Lowell Blvd., Suite 200 • Westminster, CO 80030 • Office: 303.428.1448 Fax: 303.428.1989





senior housing, will need to be re-installed correctly and the water line valve riser, also at the entrance, will need to be dug up and re-installed so as to allow access to the valve. Both of these items and the T-patch will be completed with the assistance of traffic controls. Traffic controls include clearly marked reroute lanes and personnel directing all traffic moving in and out of the site. The final painting of the road will be completed also with the assistance of traffic controls and personnel directing traffic. Our property management will also notify all tenants of the painting activities to ensure they will temporarily move their vehicles to allow the final stripping to be completed. We anticipate completion in April (weather permitting). The asphalt contractor would be working for up to 1 week. The pavement markings would only take 1 day anticipated to be completed at the end of March or beginning of April (weather permitting).

- 8. Installation of two concrete walkways neither of which is direct access to units but rather secondary walkways.
 - a. There are two walkways that will need to be installed one is on the southeast side of Building F (6) and the other is on the north side of Building C (3). The work areas will be clearly marked and blocked off to all tenants, visitors and staff. The work areas will be completely blocked off until all work is completed including the railing that will be required as part of the walkway and steps that are to be installed on the southeast side of Building F (6). We anticipate this work would be completed in May (weather permitting) and the work would be completed within 2 to 3 weeks.

We anticipate much of the work outlined above can be completed concurrently. Depending on the weather, we anticipate all the work will be completed no later than May 31st, 2019. Thank you for your consideration of this request. Please feel free to contact me directly, Carly Johansson, CRHDC Director of Real Estate Development, at 720-542-6570 if you have any questions or concerns. We thank you and appreciate your time and efforts.

Sincerely,

Arturo Alvarado, Executive Director, Community Resources and Housing Development Corporation

Central Office: 7305 Lowell Blvd., Suite 200 • Westminster, CO 80030 • Office: 303.428.1448 Fax: 303.428.1989



Schedule B to the Escrow Agreement Special Instruction Number 1-A (Completion)

Escrow No.: Property Address: Purchaser: Seller:

- 1. The Escrow deposit shall be held by Escrow Holder for the completion of the following repairs or incomplete work: (the "Work")
 - 1)
 Exterior painting
 \$139,070.00

 2)
 Final topping coat on the private balconies
 \$ 4,825.20

 3)
 Final grading, site clean up, final landscaping, reseeding and site furnature installation
 \$138,295.00

 4)
 T-patch and asphalt repair and asphalt painting
 \$ 11,303.10

 5)
 Sidewalks
 \$ 14,375.00

 (List in detail the Work required)
 (Amount)
- 2. The Work is to be performed by the Seller.
- The Work is to be carried out on the property located at: Described per the work plan letter dated March 15th, 2019.
- 4. Upon receipt of Notice (including evidence of payment of all invoices) from Seller with a copy to the Buyer, evidencing completion, installation or delivery of the item(s) listed above, Escrow Holder shall release and disburse that portion of the Escrow Deposit(s) relating to those specific repair(s) to the Seller.
- 5. In the event that Escrow Holder has not received Notice that the Work has been completed within one year from the date of this agreement (insert date of this agreement)): <u>March xx, 2019</u> then Escrow Holder is authorized, without Notice to the parties, to release and disburse the Escrow Deposit to:

(Seller) _____ Initial _____ Initial

(Buyer) _____ Initial _____ Initial

- 6. Escrow Holder shall have no independent duty to determine if the Work has been completed and may conclusively rely upon the Notice and may disregard any warnings or notice given it to the contrary.
- 7. Any and all warranty issues concerning the Work will be dealt with directly between the Purchaser, the Seller and their contractor/supplier.
- 8. In the event that the Work may give rise to a mechanic's or materialman's lien, which may affect the coverage provided to the parties insured under a policy of title insurance issued by Escrow Holder, as agent for its underwriter, Escrow Holder shall be entitled, in its sole discretion, to use the Escrow Deposit, or portion thereof, to pay, or to reimburse itself for the payment of, any sums of money to such mechanic's or materialman lien claimants for the protection of itself, and it's insured, under the policy of title insurance.
- 9. On release and disbursement of the Escrow Deposit, the Escrow Holder shall be relieved of any and all further liability in connection with the Escrow Deposit and the Escrow Agreement.

SELLER(S):

BUYER/ BORROWER(S):

All rights reserved by Land Title Guarantee Company Form 13534 12/2013 spec.ins1a.dot

All rights reserved by Land Title Guarantee Company Form 13534 12/2013 spec.ins1a.dot

EMERGENCY ACCESS EASEMENT

THIS EMERGENCY ACCESS EASEMENT (the "<u>Easement</u>") is made this <u>26th</u> day of <u>February</u>, 2019, by Lakota Ridge Senior Apartments, LLLP, a Colorado limited liability limited partnership ("<u>Owner</u>") for the benefit of the Town of New Castle, Colorado, a Colorado home rule municipality ("<u>Town</u>") for the purposes recited herein.

RECITALS

A. Owner is the owner of real property located in Garfield County, Colorado, known as Lot 2A, Amended Final Plat, Lot 2, Lakota Canyon Ranch Phase 7, according to the plat thereof recorded July 30, 2010, as Reception No. 789213 (the "Property"); and

B. Pursuant to the Development Agreement for Lakota Ridge Senior Apartments recorded at Reception No. 893283, Owner is required to convey certain public improvements located on the Property to the Town, including a public roadway; and

C. Until Owner transfers the roadway to the Town, the Town has requested that Owner convey a non-exclusive emergency access easement over and across the Property in the area described and depicted on **Exhibit A** attached hereto and incorporated by this reference (which real property shall be referred to herein as the "<u>Emergency Access Easement</u>"), for the benefit of the New Castle Police Department, code enforcement and other staff as well as fire, ambulance or other emergency service providers whether affiliated with the Town or not; and

D. Owner has agreed to such conveyance upon the terms and conditions set forth in this Easement.

NOW, THEREFORE, in consideration of TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant as follows:

1. <u>Grant of Easement</u>. Owner hereby grants and conveys unto the Town, its successors and assigns, and all other emergency service providers, including, without limitation, law enforcement personnel, fire and rescue personnel, emergency medical personnel, and ambulance services (collectively, the "<u>Beneficiaries</u>"), a nonexclusive easement and right of way over and across the Emergency Access Easement for the purpose of emergency ingress to and egress over and across the Emergency Access Easement area.

(

2. <u>Term</u>. The term of this Easement shall commence upon the date that both parties and any lienholders on the Property have signed this Agreement and shall automatically terminate and expire by its own terms upon the recordation of a deed conveying the roadway to the Town, which roadway shall be coextensive with and have the same description as the Emergency

1

Access Easement. No document terminating this Easement need be recorded unless the parties mutually agree to terminate the easement before the time set forth in this Section 2.

3. <u>Owner's Use of Easement</u>. Owner retains all rights to the Emergency Access Easement area except as otherwise provided herein and provided that Owner's exercise of such rights does not interfere with the rights of emergency service providers under this Agreement. Owner shall not modify the Emergency Access Easement area so as to make it impossible or difficult to use the easement area for emergency vehicles such as fire trucks.

4. <u>Obligation to Maintain</u>. During the term of this Easement, Owner shall have the obligation to maintain, and if necessary, in the sole reasonable discretion of the Town, improve the Emergency Access Easement, as is reasonably necessary to accomplish the intention of this Agreement. The Beneficiaries' use of the easement shall not unreasonably interfere with Owner's use of its Property.

5. <u>Binding Effect: Successor Owners</u>. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The benefits and burdens of this Agreement shall run with the land.

6. <u>Ownership</u>. Owner covenants that it is the owner of the above-described property on which the Emergency Access Easement is situated, that it has the right to convey the easement interest described herein, and that consent to and approval of the easement grant has been obtained from all lienholders.

7. <u>Attorneys' Fees; Costs</u>. In the event that litigation is necessary to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit actually incurred in such litigation.

8. <u>Governing Law: Venue</u>. The terms and conditions of this Agreement shall be construed, interpreted, and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the jurisdiction and venue for bringing such action shall be the appropriate court in Garfield County, Colorado.

9. <u>Signatures</u>; <u>Counterparts</u>. The parties agree that signatures obtained by facsimile transmission shall be sufficient and binding for purposes of this Agreement and the original signatures shall be forwarded to each party. This Agreement may be executed in multiple original counterparts, each of which shall constitute an original, but all of which shall constitute one and same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

OWNER:

Lakota Ridge Senior Apartments, LLLP, a Colorado limited liability limited partnership

By: Lakota Ridge Senior Apartments, LLC, a Colorado limited liability company, its general partner

By: Community Resources and Housing Development Corporation, a Colorado nonprofit corporation, its sole member and manager

By: Arturo T. Alvarado, Executive Director

STATE OF COLORADO) ss. COUNTY OF

Acknowledged and subscribed before me this <u>26</u> day of <u>February</u>, 2019, by Arturo T. Alvarado, Executive Director of Community Resources and Housing Development Corporation, a Colorado nonprofit corporation, as sole member and manager of Lakota Ridge Senior Apartments, LLC, a Colorado limited liability company, as general partner of Lakota Ridge Senior Apartments, LLLP, a Colorado limited liability limited partnership.

202

WITNESS my hand and official seal.

My Commission expires: (

mie Mayerander

Melanie Mayeranderson NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20174033348 MY COMMISSION EXPIRES 08/08/2021

3

LIENHOLDER CONSENT AND SUBORDINATION

Wells Fargo Bank N.A. (the "Lienholder") is the beneficiary of a deed of trust (the "Deed of Trust") recorded on August 1, 2017, at Reception No. 895550, in the records of the Garfield County, Colorado, Clerk and Recorder, which constitutes a lien upon the real estate described therein (the "Property"). Lienholder hereby consents to the Emergency Access Easement ("Easement") located over and across the Property. Lienholder further agrees to subordinate its interests in the Property as evidenced by the Deed of Trust to the Easement and agrees that, in the event of foreclosure of the Lienholder's interests, the Easement will remain in full force and effect.

DATED this 28 day of February, 20/9.

LIENHOLDER: Wells Fargo Bank N.A.

Bv: Name: Title: Preside

STATE OF COLGRADO COUNTY OF DEN 1EL) ss.

This instrument was acknowledged before me on this $\frac{2019}{100}$ by $\frac{2019}{100}$ by $\frac{2019}{100}$ by acting as $\frac{2019}{100}$. [*title*] on behalf of Wells Fargo Bank N.A.

Witness my hand and official seal:

My commission expires:

SUSAN RICH NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20144044071 MY COMMISSION EXPIRES NOVEMBER 14, 2022

AAA.
Nøtary Public



Town of New Castle

Administration Department 450 W. Main Street **Phone:** (970) 984-2311 PO Box 90 (970) 984-2716 Fax: New Castle, CO 81647 www.newcastlecolorado.org

Memorandum

To: Mayor & Council

David Reynolds From:

Re: Council Agenda Item - Street Legal Golf Carts

Date: 3-14-19

Purpose:

The purpose of this agenda item is to discuss the idea of legalizing Golf Carts or other Off-Highway Vehicles (OHV) on Town owned roads. During the 2018 Fall Council Retreat this topic was discussed as a means to bring visitors into Town as well as create an OHV and Golf Cart friendly environment for our residents.

Throughout the country many Towns have adopted provisions that allow the use of golf carts and other utility types vehicles on their non-state-owned roadways. Garfield County along with at least thirty-six other Towns, Cities, and Counties, now have provisions allowing for the use some form of OHV's, on roads within their jurisdictions.

In looking at this idea staff is currently studying and wishes to discuss the following:

Safety equipment requirements

Registration requirements

Driver's License requirements

Mapping and routes available to Golf Carts and OHV users

Areas that may be off limits to use by Golf Carts and OHV users

Possible "C Avenue" connections to Castle Valley

Insurance restrictions and requirements

State Law as related to Low Speed Electric Vehicles and OHVs

Examples, models, and ordinances from other municipalities

1		
2		
3		
4		
5		New Castle Town Council Meeting
6		Tuesday, February 5, 2019, 7:00 p.m.
7		New Castle Community Center 423 W. Main Street
8 9		425 W. Main Street
10	Call to Order	
11		alled the meeting to order at 7:07 p.m.
12		
13	Pledge of Allegi	ance
14		
15	Roll Call Present	Councilor Mariscal
16 17	Present	Councilor Owens
18		Councilor Hazelton
19		Mayor A Riddile
20		Councilor Copeland
21		Councilor Leland
22	A Ia a a a I	Councilor G Riddile
23 24	Absent	None
24	Also present at th	e meeting were Town Administrator Dave Reynolds, Town Clerk Melody
26	Harrison, Town Pl	
27		
28	Mooting Notice	
29 30	Meeting Notice	ly Harrison verified that her office gave notice of the meeting in
31		Resolution TC 2019-1.
32		
33	Conflicts of Inte	
34	There were no co	nflicts of interest.
35	Agondo Chongo	
36 37	Agenda Change There were no ag	
38	mere were no ag	enda changes.
39	Citizen Commer	nts on Items not on the Agenda
40	There were no cit	
41		
42	Consultant Repo	
43		ley – present for agenda items.
44 45	Consultant Engine	ser – not present.
45 46		
47		
48		
		Town Council Meeting

Tuesday, February 5, 2019

1 **Items for Consideration**

2 3

Thank you – Susane Ruggles 4

Mayor A Riddile greeted Ms. Ruggles and told her how much the council appreciated her 5 dedication to New Castle through her efforts on Liberty Park, the Downtown Group, Lions 6 Club, the Ritter Plaza Music series and Planning & Zoning Commission. He presented her 7 8 with an appreciation award. Ms. Ruggles thanked the council for recognizing her, and said that she was happy to have been able to dedicate her efforts to the community. The 9 council and staff applauded her extraordinary contributions to the town. 10

11 12

Finance Update: Loni Burk 13

Town Treasurer Loni Burk greeted the council. Treasurer Burk told the council that she 14 was still receiving invoices for 2018, but would have a 2018 year-end report to the council 15 soon. She said she had been with the town for four months and had spent quite a bit of 16 17 that time cleaning up things from the past such as old, outstanding checks and accounts

- receivable. She said that she and Accounting Assistant Debbie Guccini had also spent a lot 18
- 19 of time streamlining processes for added efficiency. Treasurer Burk said they were
- 20 reviewing the sales tax reports to ensure those revenues were being properly managed,
- and her department was also going to make sure that monthly financial reports were 21
- provided in a timely manner to the department heads so they would know where their 22 budgets stood. Treasurer Burk said her department was working hard to organize and
- 23 24 manage all the various grants the town had in process.
- Treasurer Burk also told the council that she was going to keep a close eye on the 2019 25
- budget and keep the council informed on it throughout the year. The council asked that 26
- Treasurer Burk provide some explanation with the monthly bills report so they could 27
- 28 understand when there are infrequent large payments such as the wastewater plant loan.
- They also asked for a summary sheet for items such as salaries since those were allocated 29
- 30 to many different line items and were difficult to read.
- 31 The council thanked Treasurer Burk.
- 32

33 **Discussion: Public Comments Policy**

Assistance Town Attorney Haley Carmer explained that Attorney David McConaughy had 34 taught a class at the CML conference regarding public comment policies. She said that 35 residents had a constitutional right to free speech, however council meetings were

- 36
- considered a 'limited public forum' which meant that residents could not say anything and 37
- everything at a council meeting, and that the council could place a reasonably limited 38
- amount of time on a public comment and what happened at a meeting. There were many 39
- 40 benefits of adopting a public comment policy, including order during the meeting and
- avoidance of any liability issues regarding free speech by providing an even-handed set of 41 rules for all public comments. 42
- The council reviewed the proposed policy and made a few, minor changes. Administrator 43 Reynolds said it would come back to the council for approval at the next meeting. 44
- 45

Update: Employee Handbook Committee 46

- 47 Mayor A Riddile thanked Councilor Owens and Councilor Copeland for the time they put
- into reviewing the employee handbook. 48
- 49 Administrator Reynolds said that because there were some concerns about some sections
- of the handbook, a committee had been formed to review it. The committee consisted of 50

- himself, Public Works Director John Wenzel, Police Chief Tony Pagni as well as Councilors 1
- Owens and Copeland. 2
- 3 Administrator Reynolds had a thorough conversation with the council on the sections of the handbook they had reviewed. 4
- 5

6 Consider Ordinance TC 2019-1, An Ordinance of the Town Council of the Town of

New Castle, Colorado, Amending Chapters 5.12 and 15.04 of the Town Municipal 7

8 Code (second reading)

- Clerk Harrison told the council that the item was the second reading of the ordinance to 9 move the contractor licensing requirement into business licensing to streamline the 10
- 11 process.
- MOTION: Councilor Leland made a motion to approve Ordinance TC 2019-1, An 12
- Ordinance of the Town Council of the Town of New Castle, Colorado, Amending 13
- Chapters 5.12 and 15.04 of the Town Municipal Code on second reading. 14
- 15 Councilor Mariscal seconded the motion and it passed on a roll-call vote:
- Councilor G Riddile: yes; Councilor Mariscal: yes; Councilor Hazelton: yes; 16
- Councilor Copeland: yes; Mayor A Riddile: yes; Councilor Owens: yes; Councilor 17
- Leland: yes. 18
- 19 20
- Recess the Town Council Meeting; Convene as the Local Liquor Licensing Authority 21

MOTION: Mayor A Riddile made a motion to recess the town council meeting and 22 to convene the local liquor licensing authority. Councilor Owens seconded the 23 24 motion and it passed unanimously.

25 26

Consider a Special Events Liquor License Application for the Roaring Fork 27

28 Mountain Bike Association Winter Event at the Community Center on February 15, 2019

29

30 Clerk Harrison told the council that the Roaring Fork Mountain Bike Association (RFMBA), 31 who is a 501 c-3 organization, was applying for a special event liquor license for the New

- Castle Trails Winter Movie Night that would be held on February 15, 2019. Food will be 32 served, and beer and wine would also be served from 5:00 p.m. to 9:30 p.m. She said the 33 application was complete, and all fees were paid. Clerk Harrison also said that several 34 members from RFMBA and New Castle Trails would be obtaining their TIPS certification. 35 Staff recommended approval. 36
- MOTION: Mayor A Riddile made a motion to approve a Special Events Liquor 37
- License Application for the Roaring Fork Mountain Bike Association's Winter 38
- Movie Night in the Community Center on February 15, 2019. Councilor Hazelton 39
- seconded the motion and it passed unanimously. 40
- 41
- 42

Consider a Special Events Liquor License Application for the Roaring Fork 43 Mountain Bike Association Summer Event in Ritter Plaza on August 9, 2019 44

- Clerk Harrison told the council that RFMBA had planned their summer conference for 45
- August 9 and 10, 2019. The Friday, August 9 event will be held in Ritter Plaza, and will be 46
- 47 a registration event for the conference in VIX Ranch Park the following day. Again, Clerk
- Harrison said that the application was complete and all fees were paid and that staff 48
- recommended approval. 49

MOTION: Councilor Owens made a motion to approve a Special Events Liquor license application for the Roaring Fork Mountain Bike Association's registration event in Ritter Plaza on August 9, 2019. Councilor Mariscal seconded the motion and it passed unanimously.

5 6

Consider a Special Events Liquor License Application for the Town of New Castle, for the RFMBA Summer Event in VIX Ranch Park on August 10, 2019

9 Clerk Harrison noted for the council that at the January 15, 2019 council meeting, Adam 10 Cornely of New Castle Trails, had provided an overview of the groups' 2019 goals and 11 events. Those included the summer conference that will be held in VIX Ranch Park on 12 August 10, 2019. Mr. Cornely had asked the council to consider obtaining the liguor

- August 10, 2019. Mr. Cornely had asked the council to consider obtaining the liquor license for the event because the event was a New Castle Trails event which is a town
- organization, and also because RFMBA was limited to 14 special events liquor days per
- 15 year. The council had verbally agreed to obtain the liquor license at that time. Clerk
- Harrison said that the town had 14 days per year that they could hold a special events liquor license. She said that in 2018 the town had used six days for town events and five
- for the Music in Ritter Plaza events, for a total of 11 days. It appeared that there would be plenty of liquor-licensed days remaining for the town to use in 2019.
- 13 prenty of inquor-incensed days remaining for the town to use in 2019.
- 20 Councilor Hazelton said that the time period they were asking for, 10:00 a.m. to 10:00 21 p.m., was a very long day. He asked if they had provided any kind of a shift schedule for
- the servers, who those servers were and whether the town had any control of the license
- at all. Clerk Harrison said that it was also one of her concerns when other entities used a
- 24 town liquor license, because the town would have liability should something unfortunate
- 25 happen related to alcohol service.
- Clerk Harrison advised the council that because the event was not until August, there was
 time bring the application back with some clarification on scheduling.
- After a brief discussion, the council agreed to table the application until there was more information.
- 30 MOTION: Councilor Leland made a motion to table the special events liquor
- 31 license application for the Summer Conference Event on August 10, 2019 until
- 32 there was more information. Councilor Mariscal seconded the motion and it
- 33 passed unanimously.
- 34 35

Consider a Special Events Liquor License Application for the Town of New Castle Recreation Department Event on February 23, 2019

- 38 Clerk Harrison told the council that the last special events liquor license application was
- 39 for an event in recreation called 'Bad Art Night', which would be for adults 21 and over.
- 40 There will be cheese and crackers and other snacks available as well as beer and wine.
- 41 The application was complete, and staff recommended approval.
- 42 **MOTION:** Councilor Leland made a motion to approve the special events liquor
- 43 license application for the Town of New Castle Recreation event on February 23,
- 44 **2019.** Councilor G Riddile seconded the motion and it passed unanimously.
- 45 46
- 47 Adjourn the Local Liquor Licensing Authority; Reconvene as Town Council
- 48 MOTION: Councilor Leland made a motion to adjourn the local liquor licensing
 49 authority and to reconvene the town council meeting. Councilor Owens seconded
 50 the motion and it passed unanimously.

- 1
- 2

3 Consent Agenda

4 January Bills of \$784,753.13

5 Spirits of New Castle Retail Liquor Store Liquor License Renewal

6 **MOTION: Councilor Hazelton made a motion to approve the consent agenda.**

7 Councilor G Riddile seconded the motion and it passed unanimously.

8 9

10 Staff Reports

Town Administrator – Administrator Reynolds told the council that the staff had been 11 12 discussing the budget every week at staff meeting with the intent to keep close watch on it. In addition, staff had looked at other ways to reduce spending or make adjustments. 13 Several steps had already been taken to reduce spending. One was that the town hall 14 staff had agreed to clean their own offices, and they would take turns cleaning public 15 spaces like the bathrooms, rather than paying a cleaning service. Another reduction was 16 the use of porta-johns in the parks, and several unused ones were eliminated. 17 Administrator Reynolds said that Clerk Harrison was in the process of obtaining 18 19 competitive bids for hosting of the town website which could result in a savings of \$4k. 20 Also, Town Planner Paul Smith was taking over more of the inspection duties, reducing the cost of the contract inspector. Staff was also working on consolidating the Comcast and 21 trash services, providing a saving of about \$6k. Staff was looking at IT services and 22 obtaining competitive bids on that too. Administrator Reynolds said he and Treasurer Burk 23 were looking at a handful of other things. Administrator Reynolds said that he would be 24 out of the office at a three-day conference specifically for new town managers, and he 25 26 was very excited about it. Administrator Reynolds said that the public works department was working on their annual plan that was very extensive and thorough. The remodel of 27 28 the community center should be completed by the end of the month. Planner Smith was working hard on the inspections for senior housing, who was losing their general 29 contractor on Friday. Administrator Reynolds said that he and Planner Smith and Clerk 30 Harrison were working on the town code, rewriting outdated sections, particularly in land 31 use because there were many holes in the code making it difficult to understand. 32 33 Mayor A Riddile said that he was impressed with the work that staff was doing, and he appreciated how hard they were working to update 34 Town Clerk – clerk Harrison said that at the back of the room was a banner that staff had 35 made, thanking Alpine Bank for how much they help the community. Recently, with the 36 government shutdown, they had offered people interest-free loans to tide them over. In 37 addition, they were always great supporters of everything going on in town. Clerk 38 Harrison said that recently there was a new phishing e-mail scam going around where 39 40 town e-mail addresses were being hijacked and to be wary of any e-mails that looked suspicious. Clerk Harrison said she was working on the Founders Day presentation. She 41 42 also said she was looking at companies that provided website hosting and the costs associated with migrating the website. She said she was considering applying to the AGNC 43 technical grant to offset the costs. Councilor Leland said that there were a number of 44 pages on the current site that needed updating and they should be redone before any 45 migration took place and Clerk Harrison agreed. Clerk Harrison also thought that it might 46 be a consideration in the next few years to apply for the AGNC grant for a better sound 47 system for council chambers. 48

49 Town Planner – not present

50 Public Works Director – not present

1

2 Commission Reports

- 3 Planning & Zoning Commission Councilor Hazelton said they had
- 4 Historic Preservation Commission nothing to report.
- 5 Climate Action Advisory Committee nothing to report.
- 6 Senior Program Councilor Mariscal said they had reviewed their budget and how they
- 7 would pay for the Traveler. She also said that Leslie Means was retiring and would not
- 8 work for Senior Housing any more.
- 9 RFTA nothing to report.
- 10 AGNC nothing to report.
- 11 GCE nothing to report.
- 12 EAB nothing to report.
- 13

14 Council Comments15

- 16 Councilor Mariscal said that she attended the senor lunch and really enjoyed it and wanted
- 17 to attend at least once per month.
- 18 Councilor Mariscal said that she and Norma Teran were working on funding for developing
- 19 Spanish classes, a walking club and a cooking matters classes for seniors.
- 20 Councilor Owens said he wanted to begin a conversation to look at marijuana in town.
- 21 Perhaps a non-binding ballot issue. Councilor Owens felt that there could be revenues the
- town was leaving behind. Administrator Reynolds said that he would have staff do some
- thorough research on the marijuana question and bring it back to the council. The council agreed.
- Councilor Hazelton said that he thought the town hall staff doing the cleaning of the townhall was pretty fantastic.
- 27 Councilor Hazelton said that he really liked that the town staff rallied around Colton
- 28 Odykirk and donated sick time for his recovery. He felt that staff having the opportunity to
- donate time to a specific person was a good thing. He also thought the town could do
- 30 something like a welcome back/fundraiser party when Colton returned. Councilor Owens
- 31 said there was already a GoFundMe account for Colton.
- 32 Councilor Hazelton said he would not be at the next council meeting.
- 33 Councilor Copeland said she had been doing some online reading about hemp and
- marijuana and there were links to sales tax information. Councilor Owens asked if CML
 had more thorough information.
- 36 Councilor Leland told the council that Spellebration would be on April 5, 2019. The town-
- sponsored team was ready to go. The event will be held at the La Quinta Inn in GlenwoodSprings.
- 39 Councilor Leland said that he had heard from Northwest Colorado Cultural Heritage &
- 40 Tourism and the town's permanent sign was next to be produced.
- 41 Councilor Leland said that he had participated in oral boards for a police department
- applicant two weeks earlier and although the applicant was impressive, he did not meet allqualifications, so the Chief was again looking for officers.
- Councilor Leland said that Founders Day would be on Saturday and he asked thateveryone come if they can.
- 46 Councilor G Riddile said he was impressed with the meeting with the BOCC.
- 47 Councilor G Riddile asked that the savings that staff was implementing be documented
- 48 because people should probably know that the town hall staff was cleaning their own
- 49 toilets to save money.

- 1 Councilor G Riddile said he knew that Rifle had outsourced their payroll and he wondered
- 2 if that could be a less-expensive option for some savings.
- 3 Councilor G Riddile said that he thought the town should begin charting out the ballot
- 4 issue for the vehicle use tax idea again.
- 5 Mayor A Riddile said that perhaps it would be a good idea to get a workshop set with the 6 department of agriculture regarding hemp.
- 7 Mayor A Riddile asked that everyone come to Founders Day if they could make it.
- 8 Mayor A Riddile said that Silt will not disclose what their revenues are from their town pot
- 9 shops, but Carbondale will, and he suggested that Administrator Reynolds contact them.
 10
- 11

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

14 15

15 The meeting adjourned at 9:20 p.m.

16 17

TOWN OF NEW CASTLE, COLORADO RESOLUTION NO. TC 2019-6

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A(N) INTERGOVERNMENTAL AGREEMENT WITH GARFIELD COUNTY AND OTHER MUNICIPALITIES WITHIN THE COUNTY.

WHEREAS, Garfield County, the Town of New Castle ("Town") and the other municipalities within Garfield County desire to work together to provide a county-wide mosquito control and program; and

WHEREAS, the Town will benefit from such a program and its services; and

WHEREAS, the Town Council finds that entering into the Intergovernmental Agreement ("IGA") attached hereto as Exhibit "A" will further the Town's goals and is in the Town's best interests.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE TOWN COUNCIL:

1. <u>Recitals</u>. The foregoing recitals are incorporated by reference as findings and determinations of the Council.

2. <u>Adoption</u>. Pursuant to Section 14.4 of the Town Charter, the Town Council hereby approves the IGA attached as Exhibit A and authorizes the Mayor to execute the same.

INTRODUCED, PASSED, AND ADOPTED by a vote of _____ to ____ at a regular meeting of the New Castle Town Council held on March 19, 2019.

TOWN COUNCIL OF TOWN OF NEW CASTLE, COLORADO

Mayor Art Riddile

ATTEST:

Town Clerk Melody Harrison, CMC

INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL - 2019

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO, (hereinafter referred to as "County"); the CITY OF GLENWOOD SPRINGS, STATE OF COLORADO, (hereinafter referred to as "Glenwood"); the TOWN OF CARBONDALE, STATE OF COLORADO, (hereinafter referred to as "Carbondale"); the CITY OF RIFLE, STATE OF COLORADO, (hereinafter referred to as "Rifle"); the TOWN OF SILT, STATE OF COLORADO, (hereinafter referred to as "Silt"); the TOWN OF NEW CASTLE, STATE OF COLORADO, (hereinafter referred to as "New Castle"); and the TOWN OF PARACHUTE, STATE OF COLORADO, (hereinafter referred to as "Parachute").

WHEREAS, the parties to this IGA are authorized by Section 29-1-201, et seq., C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

WHEREAS, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

WHEREAS, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

NOW, THEREFORE, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

PROJECT. The Project that is the subject of this IGA 1. is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitoes. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. Each jurisdiction is responsible for working with the Contractor to

insure that their jurisdiction is in compliance with the Federal Clean Water Act and the Colorado Discharge Permit System as administered by the Colorado Department of Public Health and Environment. The independent contractor will also provide community outreach and public education.

2. <u>PROJECT COSTS</u>. The cost for the entire Project that is the subject of this IGA shall not exceed One Hundred Seventy-Six Thousand Nine Hundred Seventy-Two Dollars and No Cents (\$176,972.00), with each town and city contributing the amounts set forth below for a total contribution of Fifty-One Thousand Six Hundred Thirty-Five Dollars (\$51,635.00) of the Project Cost. The remainder will be contributed by the County for the twenty-nine (29) square miles of service area outside of the municipalities.

COUNTY RESPONSIBILITIES. The County shall be the 3. coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall also continue its leadership role in the functioning of the informal West Nile Working Group. The County shall pay an amount not to exceed One Hundred Twenty-Five Three Hundred Thirty-Seven Dollars and No Thousand Cents (\$125,337.00) of the total Project Cost of One Hundred Seventy-Six Thousand Nine Hundred Seventy-Two Dollars and No Cents (\$176,972.00), unless emergency services are required.

4. <u>GLENWOOD SPRINGS RESPONSIBILITIES</u>. Glenwood Springs shall be responsible for payment to the County of \$5,355.00.

5. <u>CARBONDALE RESPONSIBILITIES</u>: Carbondale shall be responsible for payment to the County of \$7,075.00.

6. <u>RIFLE RESPONSIBILITIES</u>: Rifle's proportionate share is \$19,320.00.

7. <u>SILT RESPONSIBILITIES</u>: Silt shall be responsible for payment to the County of \$5,175.00.

8. <u>NEW CASTLE RESPONSIBILITIES</u>: New Castle shall be responsible for payment to the County of \$5,840.00.

9. <u>PARACHUTE RESPONSIBILITIES</u>: Parachute shall be responsible for payment to the County of \$8,870.00.

10. <u>PARTY RESPONSIBILITIES</u>: All parties to this IGA shall cooperate with and assist the independent contractor chosen by the County to perform the work of the Project.

11. <u>REMEDIES</u>. If any of the cities or towns, identified in Paragraphs 4 through 9 above, fails to perform their payment obligation(s), the County may assume responsibility for the defaulting payment(s), and all other obligations of this IGA shall remain in full force and effect.

12. <u>CONTRACT AWARD</u>. The contract anticipated to define the Scope of Work needed for the Project shall be awarded by Garfield County pursuant to the terms of its Procurement Manual. The Notice to Proceed may be awarded prior to the payment obligations of the municipalities and towns being met.

13. <u>INDEMNIFICATION</u>. The parties acknowledge each is subject to the constitutional prohibitions against indemnification in Colo. Const. art XI, § 1. Neither can indemnify the other.

Nothing herein shall be interpreted as a waiver of governmental immunity to which each party would otherwise be entitled under Section 24-10-101, et seq., C.R.S., as amended.

contingent 14. APPROPRIATION. This IGA is upon appropriation and budgeting for the costs required for the Project. Should any party fail to appropriate or have available sufficient funds to pay for the costs of its obligations set forth herein, this IGA shall be considered of no force or effect, except to the extent that the County has assumed the obligations of another party, as set forth herein. This IGA is not intended to, nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado.

15. <u>EFFECTIVE DATE</u>. This IGA shall be effective January 1, 2019 through December 31, 2019, no matter the date of execution.

16. <u>AMENDMENT</u>. This IGA may be amended by the parties solely through a written agreement signed by each.

17. <u>FACSIMILES AND COUNTERPARTS</u>. This IGA may be signed in counterparts, and facsimile signatures may be substituted for original signatures.

18. <u>GOVERNING LAW</u>. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

3

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. NOTICE. All notices required under this IGA shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the parties set forth below. Notice addresses may be changed without amendment to this IGA.

Notice to County:

Board of County Commissioners Attn: County Manager 108 8th Street, Suite 213 Glenwood Springs, CO 81601 Phone: (970) 945-9150 Fax: (970) 384-5005

Notice to Glenwood:

Notice to Carbondale:

Glenwood Springs, CO 81601 Phone: 384-6400 Town of Carbondale Attn: Town Manager

City of Glenwood Springs

Attn: City Manager

101 W. 8th St.

511 Colorado Avenue Carbondale, CO 81623 Phone: (970) 963-2733 Fax: (970) 963-9140

City of Rifle Attn: City Manager 202 Railroad Avenue P.O. Box 1908 Rifle, CO 81650 Phone: (970) 625-2121

Notice to Silt:

Notice to Rifle:

Town of Silt Attn: Town Administrator 231 N. 7th St., Box 70 Silt, CO 81652 Phone: (970) 876-2353

Notice to New Castle:

Town of New Castle Attn: Town Administrator 450 W. Main P.O. Box 90 New Castle, CO 81647 Phone: (970) 984-2311

- Notice to Parachute: Town of Parachute Attn: Town Administrator 222 Grand Valley Way Box 100 Parachute, CO 81635 Phone: (970) 285-7630

ATTEST:

ATTEST:

City Clerk

Clerk to the Board

By:

Chairman

Dated:

CITY OF GLENWOOD SPRINGS, STATE OF COLORADO

By:		
	Mayor	

BOARD OF COUNTY COMMISSIONERS

OF GARFIELD COUNTY, COLORADO

Dated:

ATTEST:

Town Clerk

Mayor

TOWN OF CARBONDALE

STATE OF COLORADO

Dated:

By:

19 - IGA - Mosquito

ATTEST:

CITY OF RIFLE STATE OF COLORADO

TOWN OF SILT

Mayor

STATE OF COLORADO

By: Mayor

Dated:_____

Dated:

City Clerk

ATTEST:

Town Clerk

ATTEST:

Town Clerk

ATTEST:

Town Clerk

TOWN OF NEW CASTLE STATE OF COLORADO

By: Mayor

Dated:

By:

TOWN OF PARACHUTE STATE OF COLORADO

By: Mayor

Dated:_____

T \MyFiles\VEGETATION MGMT - PEST & WEED\IGAs - INTERGOVERNMENTAL\MOSQUITO IGA\2019 IGA Mosquitos.doc

6

TOWN OF NEW CASTLE, COLORADO RESOLUTION NO. TC 2019-5

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING WITH GARFIELD COUNTY SENIOR PROGRAMS.

WHEREAS, the Garfield County Senior Program provides transportation (the "Traveler") and nutrition (congregate meals); and

WHEREAS, the Town of New Castle ("Town") benefits from said services/program/resources to support New Castle's senior population; and

WHEREAS, the Town Council finds that entering into the Memorandum of Understanding ("MOU")/Intergovernmental Agreement ("IGA") attached hereto as Exhibit "A" will further the Town's goals and is in the Town's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE TOWN COUNCIL:

1. <u>Recitals</u>. The foregoing recitals are incorporated by reference as findings and determinations of the Council.

2. <u>Adoption</u>. Pursuant to Section 14.4 of the Town Charter, the MOU/IGA attached hereto as Exhibit A is hereby adopted by the Council, and the Mayor is authorized to execute the same.

INTRODUCED, PASSED, AND ADOPTED by a vote of _____ to ____ at a regular meeting of the New Castle Town Council held on March 19, 2019.

TOWN COUNCIL OF TOWN OF NEW CASTLE, COLORADO

ATTEST:

Mayor Art Riddile

Town Clerk Melody Harrison, CMC

7-PARTY MEMORANDUM OF UNDERSTANDING REGARDING GARFIELD COUNTY SENIOR PROGRAMS FOR 2019

This Memorandum of Understanding is entered into between:

The Garfield County Board of County Commissioners, ("BOCC") The City of Rifle, Colorado, The City of Glenwood Springs, Colorado, The Town of Carbondale, Colorado, The Town of New Castle, Colorado, The Town of Silt, Colorado, Roaring Fork Transportation Authority, ("RFTA")

(collectively, the "7-Parties") in order to set forth the terms and conditions of their cooperative provision, administration and funding of a county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2019 (the "MOU"). This MOU is effective as of January 1, 2019, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens of Garfield County ("the 9-Party MOU"). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party's annual commitment to share the administrative and operational costs of the Senior Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the "MOU").
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. In 2017, it was determined that Colorado Mountain College no longer needs to be part of the MOU beginning 2019.

E. Each of the remaining 7-Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2019 in accordance with the original 9-Party MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

1. <u>Incorporation of Recitals</u>. The foregoing Recitals are incorporated as if set forth in full.

2. <u>Purpose of this Agreement</u>. The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2019.

3. <u>Term of Agreement</u>. This Agreement shall have an Effective Date of January 1, 2019 regardless of the dates signed and shall terminate on December 31, 2019.

4. <u>Senior Services to be Provided</u>. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.

5. <u>Congregate Meal Services</u>. The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times set forth in Attachment A and further agree that the costs to provide such services will be allocated among them as follows:

- a. <u>Cost Methodology Nutrition</u>: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2019.
- b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2017 and June 2018 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.
- c. <u>Application of Cost Methodology to the 2019 Budget</u>: As illustrated in **Attachment B**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2018 is \$397,991.00. The BOCC's 40% share of that amount equals \$159,196.40. Anticipated grant and program funding

income for 2018 is **\$218,816.00**. The remaining balance of \$19,978.60 is distributed among the Municipalities based upon the portion of total meals provided to residents of each Municipality between July 2017 and June 2018, which results in the following amounts due:

Municipality	Number of Meals	Percent of Total	Amount Due
Carbondale	1,241	7.64%	\$1,526.41
Glenwood Springs	3,873	23.84%	\$4,763.72
New Castle	734	4.52%	\$902.81
Silt	2,477	15.25%	\$3,046.67
Rifle	87,918	48.75%	\$9,739.00
TOTAL	16,243	100%	\$19,978.60

6. <u>Transportation Services</u>. The BOCC, RFTA and Municipalities agree that Senior Program transportation services will be provided to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation ("Seniors") and citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation on the schedule set forth in **Attachment C**. These services will be provided by RFTA's Traveler bus system and will be wheel chair accessible, curb to curb, driver assisted transportation and will also include the delivery of meals to the meal site locations. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology:

- a. <u>Cost Methodology Transportation</u>: The BOCC agrees to be responsible for fifty-percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2019. The remaining fifty-percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the number of rides provided to residents of each Municipality. RFTA agrees to be responsible for the cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle, the Town of Silt agree to pay their proportionate share of transportation costs based upon the number of rides provided to the residents of each. The BOCC agrees to be responsible for all rides provided to residents of unaffiliated Garfield County as well as any shortfall in anticipated grant and program funding income.
 - <u>Application of Cost Methodology to 2019 Budget</u>. As illustrated in Attachment
 D, the total budgeted cost to provide Senior Transportation Services in 2019 is
 \$693,231.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of \$34,981.00 and \$688,250.00 respectively, less the amount of \$30,000 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this

MOU. The BOCC's 50% share of this amount equals \$346,615.50. Anticipated grant and program funding income for 2019 is \$80,677.00. The remaining balance of \$265,938.50 is distributed among the Municipalities based upon the portion of total rides provided to residents of each Municipality between July 2017 and June 2018, which results in the following amounts due:

Municipality	Number of Rides	Percent of Total	Amount Due
Carbondale*	248	2.85%	\$7,572.94
Glenwood Springs*	3,827	43.94%	\$116,861.48
New Castle*	375	4.31%	\$11,451.02
Silt	394	4.52%	\$12,031.21
Rifle	3,865	44.38%	\$118,021.85
TOTAL	8,709	100%	\$265,938.50

c. <u>Payment</u>. The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of **\$522,364.56** in twelve (12) equal monthly payments for Senior Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2019 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.

7. <u>Appropriation</u>. This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end.

8. <u>Whole Agreement</u>. This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

9. <u>Amendment and Assignment</u>. This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of the all.

10. <u>Facsimiles and Counterparts</u>. This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

11. <u>Authority</u>. Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

12. <u>Governing Law</u>. The laws of the State of Colorado shall govern the validity, performance and enforcement of this MOU. Venue for any action instituted pursuant to this MOU shall lie in Garfield County.

13. <u>Notice</u>. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale	Jay Harrington, Town Manager Town of Carbondale 511 Colorado Avenue Carbondale, CO 81623 (970) 963-2733 ext. 1207 jharrington@carbondaleco.net
Garfield County	Mary Baydarian, Director Garfield County Department of Human Services 195 West 14 th Street Rifle, CO 81650 (970) 625-8282 <u>mbaydarian@garfield-county.com</u>
Glenwood Springs	Debra Figueroa, City Manager City of Glenwood Springs 101 W. 8 th Street Glenwood Springs, CO 81601 (970) 384-6500
New Castle	Dave Reynolds, Town Administrator New Castle Town Hall 450 West Main Street, P O Box 90 New Castle, CO 81647 970) 984-2311 Dreynolds@newcastlecolorado.org
RFTA	Dan Blankenship, Chief Executive Officer Roaring Fork Transportation Authority 2307 Wolfshon Road Glenwood Springs, CO 81601 (970) 384-4981 dblankenship@rfta.com

Scott Hahn, City Manager City of Rifle 202 Railroad Ave P. O. Box 1980 Rifle, CO 81650 (970) 625-6266 shahn@rifleco.org

Silt

Rifle

Jeff Layman, Town Administrator Town of Silt 231 N. 7th Street, PO BOX 70 Silt, CO 81652 970-876-2353, ext. 813 jlayman@townofsilt.org IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2019.

ATTEST:	TOWN OF CARBONDALE, COLORADO
Town Clerk	By: Dan Richardson, Mayor
NELD COURT	Date:
ATTEST:	BOARD OF COUNTY COMMISSIONERS GARFIELD COUNTY, COLORADO and BOARD OF SOCIAL SERVICES
Jen Mallerico	By:John Martin, Chairman
ATTEST:	Date: 79 19 CITY OF GLENWOOD SPRINGS, COLORADO
City Clerk	By: Michael Gamba, Mayor Date:
ATTEST:	TOWN OF NEW CASTLE, COLORADO
Town Clerk	By: Art Riddile, Mayor
	Date:

2019 7-Party Memorandum of Understanding Regarding Senior Meal and Transportation Programs Page 7

ROARING FORK TRANSPORTATION AUTHORITY

	Ву:
Secretary to the Board of Directors	, Chair
	Date:
ATTEST:	CITY OF RIFLE, COLORADO
City Clerk	By: Barbara Clifton, Mayor
	Date:
ATTEST:	TOWN OF SILT, COLORADO
Town Clerk	By: Rick Aluise, Mayor
	Date:

ATTEST:

ATTACHMENT A

2019 CONGREGATE MEAL SCHEDULE

J 은 <u>Meal Site Name/location</u>	Roaring Fork & Spoon Crystal Meadows Senior Housing 1250 Hendrick Drive in the Romminger Room	Chat n' Chew 1402 Blake Avenue Glenwood Springs, CO 81601 in Lucy Huntley Senior Center	Sunnyside 601 21 st Street Glenwood Springs, CO 81601 in the Kitchen	The Gathering 201 Castle Valley Blvd New Castle, CO 81647 In the Community Room	Valley Senior Center 540 N. Parachute Parachute, CO 81635	Meet n' Eat, Sitt Fire Station 611 Main Street Sitt, CO 81652
2019 Senior Programs Congregate Meal Schedule	Wednesday	Tuesday/Friday	Monday/Thursday	Monday	Wednesday	Wednesday
enior Programs Co	Valley View Hospital	Valley View Hospital	Valley View Hospital t	City of Rifle	City of Rifle	City of Rifle
2019 S MEAL SITE CONTACT	Jerilyn Nieslanik, Manager Crystal Meadows Senior Housing 1250 Hendrick Drive Carbondale, CO 81623 970- 963-9326 <u>cqa@qwestoffice.net</u>	JULIE S. HANSON Purchasing & Contracts Director Colorado Mountain College (CMC) 802 Grand Avenue Glenwood Springs, CO 81601 970.947.8402 i <u>Ishanson@coloradomtn.edu</u>	Monique Hermosillo, Site Coordinator Sunnyside Retirement Center 601 21 st Street #106 Glenwood Springs, CO 81601 970-945-9234 sunnyside1@questoffice.net	Leslie Means, Property Manager New Castle Senior Housing 201 Castle Valley Blvd New Castle, CO 81647 (970) 984-0779 newcastle@crhdc.org	Ken Bachus, Board President Valley Senior Center PO BOX 932 Parachute, CO 81635-0932 (970) 285-6492 rcampbell623@gmail.com	Colorado River Fire Rescue 1850 Railroad Avenue Rifle, CO 81650 Attention: Chief Rob Jones

а ⁴ у х

Scott Hahn, City Manager City of Rifle 202 Railroad Avenue Rifle, CO 81650 Included in the meal contract (970) 665-6409 SHahn@riflco.org

Tuesday, Thursday & Friday

Senior Delight Rifle Senior Center 50 Ute Avenue Rifle, CO 81650

ATTACHMENT B

2018 CONGREGATE MEAL BUDGET AND COST METHODOLOGY

9
1
0
03
- 1
2 H.
\geq
- CT
0
ю
ğ
ă
"Ж
-
Ð
Ξ.
<u>المعر</u>
in the second second
102
9
C)
÷.

PAGE ONE

.

Nutrition Budget		Annual
Wages	69	142,497.00
Employee Benefils	ю	75,244.00
Professional - Other	\$	148,200.00
Prof Oth - County Attorney Contr	69	500.00
Rental of Land & Buildings	⇔	500.00
Communications	69	600.00
Printing and Binding	\$	300.00
DHS - Destruction of Records	ф	300.00
Travel	Э	300.00
Motor Pool Charges	¢	12,000.00
Professional Affiliations	ф	100.00
Training	⇔	500.00
Office Supplies	↔	800.00
Operating Supplies	⇔	9,000.00
Computer Supplies	⇔	250,00
Freight, postage, Delivery	⇔	2,000.00
Other Supplies	69	1,200.00
Copy Machine Usage	69	1,600.00
Food - non travel related	69	2,100.00
Total 12 Month Budget		\$397,991.00

Total 12 Month Budget		\$397,991.00
Less AAA funding Less NSiP Incentives	ю 69	167,816.00 15.000.00
Less Program Income	\$	36,000.00
Grant & Program income Total	\$	218,816.00
40% County Share of Total Expenses	Ю	159,196.40
Garfield County Share	\$	159,196.40
Projected Income/County Share	63	378,012.40
Income less expenses		\$19,978.60
Municipal Budget Share		
tor Distribution		\$19,978.60

	Staff: 75% Manager	71% Program Coordinator	75% Program Coordinator			
Annual	,497.00	,244.00	,200.00	500.00	500.00	

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES	OWN SUMMAR	RY FOR MUI	NICIPALITIES			30	0		
2019			Municipal	20	2018		20	2017	
	# of Meals	Percent	Nutrition						
Jurisdiction	Served	of Total	Contribution	# Meals	S	Contributions	# Meals	Contr	Contributions
Carbondale	1,241	7.64%	\$1,526.41	1,267	\$	497.67	1,239	\$	
Glenwood Springs	3,873	23.84%	\$4,763.72	4,041	69	1,587.28	4,400	69	ť
New Castle	734	4.52%	\$902.81	743	69	291.85	787	ଡ଼	ı
Silt	2,477	15.25%	\$3,046.67	2,080	\$	817.01	1,990	ь	
Parachute	,	0.00%	\$0.00	•	θ	r	1	Ф	•
Rifle	7,918	48.75%	\$9,739.00	8,301	69	3,260.59	9,383	€9	ı
Municipal Total	16,243	100.00%	\$19,978.60	16,432	69	6,454.40	17,799	÷	ı
Garfield County	3,253			2,966			2,435		
Parachute	•			•			108		
Grand Total	19,496			19,398			20,342		
Based on July 2017 - June 2018 Usage	June 2018 Usa	ge		Based on July 2	016 -	June 2017	Based on July 2016 - June 2017 Based on July 2015 - June 2016	015 - Ju	ne 2016

ATTACHMENT C

•

2019 SENIOR TRANSPORTATION SERVICES SCHEDULE

.....

Traveler Transportation Schedule - 2019

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
Glenwood Springs	Monday- Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	2-4
	Tuesday	Meal transportation	11 a.m. – 2 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, New Castle, Silt, New Castle & Rifle	8 a.m. – 5 p.m.	1
	Friday	Meal transportation	11 a.m. – 2 p.m.	1
Carbondale	Monday – Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation and local shopping	11 a.m. – 4 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	I
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
	Thursday Battlement Mesa to 8 a.m 5 p.m. Carbondale with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1	
Rifle	Monday	Customer transportation	8 a.m. – 5 p.m.	2
	Tuesday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
1	Wednesday	Customer transportation/ Shopping	8 a.m. – 5 p.m.	3-4
	Thursday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt and New Castle	8 a.m. – 5 p.m.	2-3

	Thursday	Battlement Mesa to Carbondale with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
	Friday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
Battlement Mesa	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Tuesday	Shopping day in Rifle	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/Local transportation	11 a.m. – 2 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, and Glenwood Springs	8 a.m 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa	8 a.m. – 5 p.m.	1
Silt	Monday - Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/shopping	11 a.m. – 4 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	l Ig
	Thursday	Carbondale to Battlement Mesa with stops in Rifle	8 a.m. – 5 p.m.	1
New Castle	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Monday	Meal transportation/shopping	11 a.m4:00 p.m.	1
	2nd Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Silt, Rifle	8 a.m. – 5 p.m.	1

.

° 9

ATTACHMENT D

2019 TRANSPORTATION BUDGET AND COST METHODOLOGY

PAGE TWO		1anager	ordinator							2		chual Exnenditures												
gy2019		Staff: 25% Manager	10% Prog Coordinator								1	688.250.00 Projected hased on RETA Actual Expenditures						r						
Cost Methodology-2019	Annual	24,819.00	7,912.00	500.00	200.00	650.00	200.00	200.00	200.00	300.00	34,981.00	688.250.00	30,000 00	658,250.00	693,231.00	28,000 00	52,677.00	80,677.00	346.615.50	346,615.50	427 292 50	693,231.00	265,938.50	
Co		67	69	Contr \$	Ю	θ	ω	₩	64	6 7	63	63	-	63	69	S	S	5	69	69	5	69	5	
	Transportation Budget	Wages	Employee Benefits	Prof Oth - County Attorney Contr	Language Translation	Communication	Printing and Binding	Office Supplies	Computer Supplies	Freight, Postage, Delivery	Total County Expenses	RFTA	MINUS GWS Paratransit	Total RFTA Expenses	Total Expenses	Less Program Income	Less CSBG	Total G/P Income	Less 50% County Share	Total County Share	Total Revenue	Total Expenses	income less expenses	

÷ .

.

\$6,675,12 \$127,459.46 \$16,864.80 \$8,141.63 \$0.00 \$109,557.99 \$268,699.00 Contributions 2017 3,674 1,173 147 15,621 264 5,041 667 322 4,333 10,627 . # Rides \$5,384.18 \$125,080.81 \$18,265.68 \$10,594.67 \$0.00 \$108,986.17 \$268,311.50 Contributions 2018 15,480 186 4,321 631 366 3,765 9,269 3,272 2,939 1 # Rides Transportation Contribution \$7,572.94 \$116,861.48 \$11,451.02 \$12,031.21 \$118,021.85 \$265,938.50 Municipal TRANSPORTATION BREAKDOWN Based on July 2017 - June 2018 Usage 2019 Percent of Total 43.94% 4.31% 4.52% 0.00% 44.38% 100.00% 248 3,827 375 394 8,709 3,865 3,150 2,608 14,467 # of Rides Provided ı MUNICIPAL TOTAL * RFTA Members Rural Garfield County Glenwood Springs* New Castle* Jurisdiction Carbondale* Mt. Valley Parachute Total Parachute Rifle siit

265,938.50

\$

for Distribution