



Town of New Castle
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New Castle Town Council Work Session
Tuesday, July 2, 2019, 6:30 p.m.

1. Update: Garfield Clean Energy

Agenda

New Castle Town Council Meeting
Tuesday, July 2, 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. Proclamation Honoring Storm King Firefighters (7:05 p.m.)**
- B. Consider Ordinance TC 2019-4, An Ordinance of the New Castle Town Council Approving a Final PUD Development Plan and Final Subdivision Plat for Lot 2B, Phase 7, Lakota Canyon Ranch, Also Known as Eagle's Ridge Ranch (7:15 p.m.)**
- C. 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) regarding town-owned property (8:15 p.m.)**

D. Consider a Motion to Ratify a Sales Contract for the Town- Owned Property at 200 S E Avenue, #115 Windridge Condominiums (8:30 p.m.)

E. Discussion: CDOT Traffic Study (8:45 p.m.)

F. Proclamation – July as Independent Retailer Month (9:05 p.m.)

G. Consent Agenda (9:20 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.
June Bills of \$351,720.39

Staff Reports (9:25 p.m.)

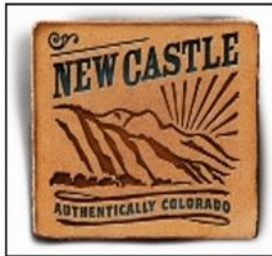
Town Administrator
Town Clerk
Town Planner
Public Works Director

Commission Reports (9:35 p.m.)

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

Council Comments (9:45 p.m.)

Adjourn (10:00 p.m.)



Town of New Castle, State of Colorado

Proclamation

WHEREAS, on July 2, 1994, a lightning strike sparked a fire on Storm King Mountain which grew to create one of the most disastrous wildfires in Colorado history; and

WHEREAS, firefighters from around the country joined the attempt to control the fire, including the Prineville Hotshots, the Missoula Smokejumpers, and the McCall Smokejumpers; and

WHEREAS, on July 6 flames rushed up the mountain and fourteen firefighters lost their lives: Kathi Beck, Tamera Bickett, Scott Blecha, Levi Brinkley, Douglas Dunbar, Terri Hagen, Bonnie Holtby, Rob Johnson, Jon Kelso, Don Mackey Roger Roth, Jim Thrash, Robert Browning, Jr. and Richard Tyler; and

WHEREAS, the Storm King fire has been carefully analyzed, leading to major changes in the way wildfires are combated, and

WHEREAS, the firefighters who died are memorialized on the Storm King trail and in Two Rivers Park in Glenwood Springs. New Castle's Hot Shot Park further honors the Prineville firefighters; and

WHEREAS, July 6, 2019 marks the 25th anniversary of the fire;

NOW THEREFORE, the Town Council of the Town of New Castle honors the victims of the Storm King Fire and expresses deep appreciation to all firefighters: members of our local Colorado River Fire Rescue and the wildfire experts who travel across the West. All citizens of New Castle are encouraged to pay tribute to these courageous men and women.

Let this Proclamation be entered into the official records of the Town

Mayor Art Riddile

ATTEST:

Town Clerk Melody Harrison

**TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. TC 2019-4**

**A ORDINANCE OF THE NEW CASTLE TOWN COUNCIL APPROVING A
FINAL PUD DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT FOR
LOT 2B, PHASE 7, LAKOTA CANYON RANCH, ALSO KNOWN AS EAGLE’S
RIDGE RANCH**

WHEREAS, Malo Development Company – Lakota, LLC is the owner of certain real property within the Town of New Castle (“Town”) described on Exhibit A (the “Property”); and

WHEREAS, the Property is part of the Lakota Canyon Ranch PUD and is zoned mixed use (MU); and

WHEREAS, on February 2, 2019, James P. Colombo (“Applicant”) submitted an application requesting approval of a PUD Development Plan and subdivision plat for the Property (“Application”); and

WHEREAS, the Applicant proposes to construct 36 residential units on the Property; and

WHEREAS, once developed, the Property will be known as “Eagle’s Ridge Ranch;” and

WHEREAS, the Planning & Zoning Commission (“Commission”) held a duly noticed public hearing on April 10, 2019 to consider the Application and approved a preliminary PUD development plan and a preliminary subdivision plat pursuant to the terms and conditions of Resolutions PZ 2019-2 and 2019-3; and

WHEREAS, the Commission held a public hearing on the final PUD development plan and final subdivision plat on May 8, 2019 and recommended approval by the Town Council subject to the terms and conditions of Resolutions PZ 2019-4 and 2019-5; and

WHEREAS, the Town Council considered the Application and the recommendations of the Commission at public meetings on July 2, 2019 and on _____, 2019; and

WHEREAS, subject to compliance with the terms and conditions of this Ordinance, the Town Council finds:

1. that the Application is generally compatible with adjacent land uses;
2. that the Application is consistent with the Town’s comprehensive plan;
3. that the Town has the capacity to serve the proposed uses with water, sewer, fire and police protection;
4. that the uses proposed within the PUD are uses permitted outright within the zoning district contained within the PUD;

5. the number of dwelling units permitted by the underlying zone district is not exceeded by the PUD plan; and
6. the PUD utilizes the natural character of the land, includes compatible land uses, provides for fire and police protection, off-street parking, vehicular, pedestrian, and bicycle circulation, outdoor recreation, is of overall compatible architectural design, achieved adequate screening, buffering and aesthetic landscaping, avoids development of areas of potential hazard, ensures compliance with performance standards, and meets all other provisions of the applicable ordinances of the Town; and

WHEREAS, based on the Application and the testimony and other evidence presented to the Commission and the Town Council, the Town Council desires to approve the Application subject to the terms and conditions set forth below.

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

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the New Castle Town Council.
2. Definition of the Application. The “Application” consists of the documents and information identified by the Town Clerk on Exhibit B, which has been prepared by the Town Clerk based upon the materials properly submitted to the Town and entered into the record of the public hearings. Additionally, the “Application” includes all representations of the Applicant reflected in the minutes of the Planning and Zoning Commission public hearings referenced above, and the Town Council public meetings on July 2, 2019 and _____, 2019. Copies of all exhibits to this Ordinance are available for inspection at the office of the Town Clerk.
3. Subdivision Approval. The Town Council hereby grants the Applicant’s request to subdivide the Property as follows:

Building 1: 5 two-bedroom units
1 one-bedroom unit

Building 2: 6 two-bedroom units
2 one-bedroom units

Building 3: 2 three-bedroom units
1 two-bedroom unit

Building 4: 2 three-bedroom units
3 two-bedroom units

Building 5: 1 three-bedroom unit
2 two-bedroom units

Building 6: 2 three-bedroom units
3 two-bedroom units

Building 7: 2 two-bedroom units

Building 8: 2 two-bedroom units

Building 9: 2 two-bedroom units

There shall be a two-step process for the final subdivision plats. First, an initial plat shall be recorded with the Garfield County Clerk and Recorder that identifies nine separate building envelopes or “blocks” corresponding to each of the buildings described above (the “Final Block Plat”). The Final Block Plat shall also identify separate parcels to be dedicated to the owners’ association and rights-of-way to be dedicated to the Town. Building permits may be issued for the construction each building within each block at any time after recording of the Final Block Plat, subject to all applicable building permit and code requirements.

Upon completion of each building to a level sufficient to prepare an as-built survey of the precise unit boundaries within each block, the Applicant may submit one or more second final plats depicting the unit boundaries within such block (the “Individual Building Plat”). The Individual Building Plats may be approved on a staff level without further action by the Town Council. No individual residential dwelling unit shall be sold or conveyed into separate ownership until and unless the Individual Building Plat depicting the boundaries of such unit has been approved by Town staff and recorded in the real estate records of Garfield County.

5. Zoning and PUD Approval. The Property remains zoned as “MU” pursuant to Section 17.128.070 of the Code. The Town Council hereby approves the Application as a final PUD development plan to include 36 units on the Property notwithstanding the presumptive maximum density standards for the MU zone district set forth in Section 17.128.070 of the Code, provided, however, this increase in density shall apply only to the PUD development plan included in the Application and shall not increase the total number of residential units allowed within the entire Lakota Canyon Ranch PUD, which is capped at 827. In the event of any conflict between the MU zoning regulations, the final PUD development plan and final subdivision plat approved by this ordinance shall control.

6. Subdivision and PUD Development Agreement. The approvals herein are contingent upon the execution and recording of the Subdivision and PUD Development Agreement (“SIA”) attached hereto as Exhibit C, which the Mayor and Town Clerk are authorized to execute on behalf of the Town. All terms and conditions of the SIA are incorporated by reference herein as additional conditions of approval.

7. Conditions.

A. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application and before the planning commission or Town Council shall be considered part of the application and binding on the applicant.

B. The Applicant shall comply with all applicable building, residential, electrical, and municipal code requirements when developing the Property;

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

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

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

F. The site and retaining walls on the Property shall have a natural stone look that complies with the Lakota Canyon Ranch design guidelines.

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

H. The form of the Final Block Plat and Individual Building Plats, including any revisions to plat notes and certificates, are subject to final review and approval by the Town Engineer and Town Attorney.

I. The right-of-way will include area for sidewalks and on-street parking. The Town Council approves the Applicant's request for a variance from design standards to allow for attached sidewalks. Any additional area to be dedicated for right-of-way shall be from the Applicant's property and not the adjacent property owned by others.

J. All exit discharge paths must remain unobstructed from exit doors to the public way.

K. Compact parking spaces shall be permitted only in places where they do not obstruct the exit discharge path to the public way.

L. Building heights for Buildings 7, 8 and 9 shall be lowered to meet the maximum height of 35 feet pursuant to Sections 17.128.010 and 070 of the Town Code

[ALTERNATIVE]: Building height variances are approved for Buildings 7, 8, and 9, provided that the buildings comply with the architectural plans included on sheets A3.71, A3.81, and A3.91 of the Application.

M. In units with flex walls (*e.g.*, the middle unit of Building 3) storage closets shall be omitted from the design if full partitions are used to create an office or den. Otherwise an enclosed room with a closet will be considered a sleeping room requiring an emergency escape window or door to the public way, and the EQR rating for such units as provided in the SIA may require adjustment to account for an additional bedroom.

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

O. All lighting shall be downcast and dark-sky compliant.

P. No excavation permits shall be issued separately from issuance of a building permit.

INTRODUCED on July 2, 2019, 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 _____, 2019, read by title and number, passed without amendments, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE,
COLORADO

Mayor

ATTEST:

Town Clerk

EXHIBIT LIST

- A Property Description
- B Application Materials
- C Subdivision and Development Agreement



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

Planning & Code Administration
Department
Phone: (970) 984-2311
Fax: (970) 984-2716

Staff Report

**Eagle's Ridge Ranch
Final PUD & Final Subdivision Development Plans
New Castle Town Council – Meeting – July 2, 2019**

Report Compiled: 6/27/2019

Project Information

Name of Applicant: Colombo International, Inc.

Applicant's Mailing Address: 300 Horseshoe Dr., Basalt, CO. 81621

Phone/Email: (970) 618-9222; colombo@sopris.net

Property Address: 741 Castle Valley Blvd, New Castle, CO 81647

Property Owner: Malo Development Lakota, LLC.

Owner Mailing Address 300 Horseshoe Dr., Basalt, CO 81621

Proposed Use: 14 Condominiums, 16 Townhomes, & 6 Duplexes; 9 Total Buildings

Legal Description: Lot 2B, Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009, as Reception No. 763774, and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010, as Reception No. 789213

Street Frontage: North – Castle Valley Blvd; West – Town of New Castle ROW shared with Lakota Ridge Senior Housing;

Existing Zoning: Mixed Use (MU)

Surrounding Zoning: North – Mixed Use (MU), South – R/2, West – Mixed Use (MU) and East – Mixed Use (MU)

I Description of Application:

On May 8th, 2019 the planning and zoning recommended conditional approval of a combined PUD & subdivision application for the Eagle's Ridge Ranch development located in the Lakota Canyon Ranch PUD between the current fire station (CRFR) and the Lakota Ridge Senior Housing.

The proposal consists of 36 total residential units including:

- 14 Condominium Units (1&2 bedrooms, 1,302sf - 1343sf)
- 16 Townhome Units (2&3 bedrooms, two-story, 1,750sf - 1839sf)
- 6 Duplex Units (2 bedroom, two-story, 869sf).

The Applicant proposes residential development in order to target the ostensive need in the community for "reasonably priced residences" and designs which accommodate first time homeowners, new families, and retirees.

Per Municipal Code (MC) 17.100.080, Council has "sixty (60) days from the date of the planning commission's written decision on a final application, or within such time as is mutually agreed by the town council and the Applicant" (Council extended to August 6th, 2019) to make one of the following decisions:

- 1.) Approve the application unconditionally;
- 2.) Approve the application with conditions;
- 3.) Deny approval of the application;

The Staff Report evaluates an application for compliance with the regulations and requirements set forth in the Town of New Castle Comprehensive Plan (CP), the Town of New Castle Municipal Code (MC), and the Town of New Castle Public Works Manual (PW). The report also explores the viability of the proposal in terms of life safety, environmental impact, and community benefit.

Note:

- *As is customary, the Staff recommendation with suggested conditions will be provided at the end of this report (see pp. 10-11).*

II Application Progression:

A. P&Z Preliminary Application Hearing

The Planning and Zoning Commission held a noticed public hearing on April 10th, 2019 for a combined preliminary/final PUD and preliminary/final subdivision application. The hearing resulted in Resolutions PZ 2019-2 (PUD) and PZ 2019-3 (Subdivision) recommending conditional approval of *only* the preliminary component of the applications. A preliminary approval in isolation was viewed as a way for the application process to continue while the Applicant addressed various deficiencies which included, but were not limited to the following:

1. The proposed unit density (18.0 units/acre) which exceeded code (12.0 units/acre);
2. The shared public road was not designed to Town standards and did not include a cul-de-sac as required by code;
3. A traffic impact study had not been performed.
4. Water and sewer design reports were not submitted in time to be adequately reviewed;
5. Drainage calculations needed modification;
6. Parking lot design did not comply with Town standards;
7. Pedestrian access from units to sidewalks and trails was limited;
8. Screening of north parking lot and trash enclosure was inadequate;
9. The trash enclosure was set within the front setback;
10. On site snow storage was below capacity;
11. It was unclear whether the proposed development would be annexed into the Lakota HOA;
12. Building and site plans were inconsistent and not clear in several areas;

B. P&Z Final Application Hearing

An ensuing public hearing was held on May 8th, 2019 for a combine final PUD and final subdivision application. The hearing resulted in Resolutions PZ 2019-4 (PUD) and PZ 2019-5 (Subdivision) recommending conditional approval of the final applications. Changes made to the preliminary application for the second and final visit to P&Z include:

1. Unit density was reduced from 40 units to 36 units (16.23 units/acre). Code requirements allow for 26 units (12.00 units/acre);
2. The width of the public road was increased to 36' and the roundabout radius was increased to 45' as specified by Town code;
3. A traffic impact study was submitted. No evidence for improvements to Castle Valley Blvd, nearest intersections, or private roads were found.
4. Water and sewer designs were submitted, though problems with calculations persisted. Various water and sewer details remained unspecified.
5. Drainage calculations were revised, though there was a conflict with the time of concentration and developed flow rates as well as issues with the capacity of the retention pond;
6. Size of parking spaces were increased to the code specified 9'x19'. Center drainage swales were modified to concrete v-pans;
7. Sidewalk connectivity was improved allowing better access to local paths;
8. Berm height was increased along Castle Valley Blvd. and landscape screening improved around the trash enclosure;
9. The trash enclosure was moved inside of the front setback;
10. Snow storage now complies with Town specifications;
11. The development will definitively be annexed into the Lakota HOA
12. Building and site plans were modified with some remaining exceptions outstanding;

C. Public Comment Notes

During both preliminary and final hearings, public comment was generally supportive of the proposal. There was some concern with the traffic increase to Castle Valley Boulevard as a result of a high density build. Various residents of Lakota Canyon Ranch were resolute that the appearance of the PUD should match the rest of the Lakota as specified in the Master Plan. The applicant had made efforts early in the application stage to meet with residents of the Lakota HOA for input. As a result there was positive consensus with the overall design or "look" of the proposed facilities.

D. P&Z Acknowledged Code Deviations

At the final application hearing, the Planning Commission noted the following code deviations that remained in the development plan:

1. Proposed density of 16.23 units/acre exceeding the 12.0 units/acre (an equivalence of 26.6 units on the property) permitted by the Lakota Master plan.
2. Proposed development is comprised strictly of residential units rather than mixed residential/commercial as defined in the Comprehensive Plan and Lakota Master Plan.
3. Thunderbird Lane lacks T-turnaround as required for dead-end streets per the public works manual
4. East sidewalks along the public road are "attached" at the curb rather than separated by landscaping as specified by Town code.

Note:

- *As the approving body, the Council has the prerogative whether or not to accept these deviations from the Code.*

E. Additional Non-Conformance Items with Code

The Applicant's efforts to meet the Town standards and code requirements have been consistent and commendable throughout the application process. Following the final P&Z Hearing, the Applicant worked with Staff to correct any new issues and make recommended changes prior to submitting the current review materials on June 19th, 2019. After reviewing, Staff highlighted additional deviations from the applicable codes which were not noted by the Planning Commission. These include:

1. Compact parking was not presented to P&Z nor is it permitted in the Lakota PUD (MC, 17.76.110);
2. Townhome exit doors are obstructed by compact parking spaces. Exit discharge must provide direct and unobstructed access to a public way (2015 IBC, 1028.5);
3. Height limits for Buildings 7-9 exceed the maximum allowed 35' (see Sheets A3.52, A3.62, & A3.71). Building height is measured from the uppermost part of the roof to the lowest point of finished grade within 5' of the tallest side of the building;
4. Three of the required 12 off-street parking spaces for Buildings 7-9 are not in close enough proximity to the units. Two of those three must be accommodated by "on"-street parking.

Note:

- *Nonconformities on this list were either not reviewed or not endorsed by the Planning Commission and will need to be considered by Council at the approval stage.*

III Process of Approval PUD and Subdivision:

A. PUD Approval

In accordance with MC 17.100.090, a PUD application shall be approved by Town Council only if it is found to be compliant with the following criteria:

1) The proposal is generally compatible with adjacent land uses:

Staff Comment: The property is surrounded by mixed use and residential zones. As is typical of mixed use development, a variety of uses are employed in these zones. To the east, is located the Town fire house. Situated to the west is the Lakota Ridge Senior Housing – a Section 8 affordable living complex. North of the property, across Castle Valley Blvd, are single family homes (~2500-4000sf), multi-family homes, and the Lakota Canyon Ranch golf course. Finally, to the south exists residential zoning and open space. Other than the fire house, the neighboring land uses are generally compatible with the residential use proposed in this development plan.

2) Is consistent with the comprehensive plan & the uses proposed within the PUD are uses permitted outright or by special review within the zoning district or districts contained with the PUD (combined with 17.100.090 #5):

Future development in New Castle is guided by the 2009 Comprehensive Plan. The guiding principle for community growth states:

New growth and expansion in New Castle will maintain the concept of a compact community with a defined urban edge thereby avoiding sprawl. Ensuring a mix of uses both within the community as a whole and within individual developments will ensure the vitality of New Castle as it grows...The choice to grow is based upon the long-term interests of the municipal residents, the community vision and economic health (CP, 50)

Therefore the CP expects that,

Applicants will be required to clearly demonstrate substantial conformity with the comprehensive plan in all applications (Policy CG-1B)

The property is part of the original Lakota Canyon Ranch PUD Master Plan established by Ordinance 2002-18. The PUD adopted four zone districts: 1.) residential low-density, 2.) residential medium-density, 3.) mixed-use (MU), and 4.) open space. Water, utility, and traffic impact studies stipulated a maximum allowance of 827 total residential units – variously dispersed among zone districts – and up to 100,000sf (~2.3acres) of commercial space, all situated within in the MU district (MC, 17.128.020).

The proposed development resides entirely in the MU zone district of Lakota. The development concept for Lakota mixed-use (MC,17.128.070) typifies the CP's guiding principle for community growth. It states:

The planning concept for the mixed-use zone is to create an attractive environment for community, commercial and retail in a pleasant central location. The community commercial area would be located close to the highway intersection for easy access to non-resident shoppers and would be convenient to the main Boulevard to cut down on traffic trip length and be located near residential areas to cut down on vehicle trips. In keeping with the objective to reduce motor vehicle trips, non-motorized trail systems shall be designed throughout the project and connect residential and commercial districts in a convenient and logical manner. Office and service uses would be mixed into the development in non-store front locations including at the periphery of retail areas as well as on second stories...In some cases, smaller

residential units may be mixed in with the commercial/office development, provided that in any building containing both residential and commercial space(.) (MC, 17.128.070 § K)

Staff Comment: The Applicant has consistently maintained that the best strategy for this property – given location, current community need, and likelihood for success – is strictly a high-density residential development. And though no areas are designated for commercial as required by code, it is noteworthy that historically this is the norm in Lakota. To date, three parcels zoned MU have been approved exclusively for residential development. A fourth parcel, occupied by the fire house, is neither residential nor commercial.

Nevertheless, this strategy for preferencing residential in the MU zone is potentially concerning. Moving forward, an imbalance between residential and commercial can result in potential fiscal disparities. In a memo written during the drafting of the *CP* in 2009, planning consultant Davis Ferrar identified “sales tax leakage” as a possible headwind when development skews towards residential. He writes:

Generally, experts agree that residential development costs more to service by the public sector than it generates in revenues. As a result, Colorado municipalities rely heavily on sales tax to offset those expenses...Sales tax leakage is a significant problem in New Castle. The close proximity of Glenwood Springs and Rifle as major retail hubs that offer greater availability of services and better pricing enhance sales tax leakage. This situation points to the importance of maintaining a good balance of land-use types in the community to keep people, jobs and dollars in town. This concept has been an important consideration in the New Castle Comprehensive Planning process.

As New Castle progresses to more of a bedroom community, with residents spending on goods and services elsewhere, sales tax revenue may be lost to other towns which have the needed services and/or more competitive prices. Furthermore, demands placed on police, fire, and public works create additional fiscal demands which are hard to neutralize. Stopgaps such as impact fee are usually poor substitutes for the permanent revenues produced by balanced land use. To be sure, there are still MU areas vacant for genuine MU development, including the present parcel. However whether or not these future developments are to be more aligned with the guiding principles of the *CP* will likely be influenced by the precedent set with the decision on the present application.

3) The Town has the capacity to serve the proposed use with water, sewer, fire, and police protection:

Per the 2013 Lakota Agreement section 6.d,

The Town has previously entered into loan agreements and completed construction of improvements to its wastewater treatment plant in order to provide adequate capacity to serve Lakota Canyon Ranch PUD at full buildout...The water storage tank described in the Water Tank Agreement has been completed, and capacity for Lakota Canyon Ranch PUD has been reserved as provided therein.

Staff Comment: At current build out levels, the Lakota PUD is well short of exhausting the present water and sewer capacity. The existing main lines would be sufficient to meet the requirement of the proposed density and use. The Applicant anticipates the availability of RAW water to the property. However RAW water service ends near the Lakota Canyon Recreation Center at Clubhouse Drive, about ¼ mile short of this project.

The fire marshal has noted that the hammerhead turnarounds at the east end of the residential streets are not ideal. However the installation of monitored fire suppression systems will help

extend the time for emergency response in case of fire. Finally, the requisite smoke and CO detectors will be installed and hydrants will be placed per Town requirements.

4) The number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan:

The density within the Lakota Master Plan is regulated in two ways: 1.) the number of *units-per-zone* district and 2.) the number of *units-per-acre*. The number of units allowed in the MU zone district of the Lakota PUD is set at 345. The number of lots currently approved through ordinance total 174. This means roughly half of the MU zone is currently not earmarked for immediate development.

With respect to density in terms of units-per-acre, the municipal code permits a maximum of 12.0 dwelling units per gross useable acre (*MC*, 17.128.070 § F). A gross useable area is defined as land that has less than 35% slope. (*MC*, 17.128.010). The Lakota Master Plan also diffuses concentrated development with the presence of open space. The MU zone specifies 15% of the gross project area to be open space (*MC*, 17.128.070 § E). Open space may include parks, recreational areas, landscaped or unimproved areas, courts, play areas, easements, or rights of ways not used for streets and sidewalks.

Staff Comment: The Applicant has reduced the total residential dwelling units from an originally proposed 40 to 36 in response to the Planning Commission's recommendation for 35 total units. Though this is one more than recommended, the Applicant feels 36 units is economically optimal while still accommodative to the conditions of Resolution PZ 2019-02.

With respect to *units-per-zone*, the current development proposal would increase the total units in the MU zone by 36 to an overall total of 210. This leaves 135 residential units remaining for the undeveloped portion of the Lakota MU zones. Less the current property, the vacant MU parcels consist roughly of 15.6 acres centered at the Faas Ranch road entry. If the owners of these vacant parcels build strictly residential at the maximum allowed 12.0 per acre, they would approach 187 units, and thus exceed the overall zone density by 52 units.

These figures do not preclude the approval of this proposal as it stands. There is no way to surmise the density intended by a future proposal of an undeveloped parcel nor whether a future development would have significantly more commercial than residential. However it is important to respect how any single development proposal can have an impact on the development of future parcels in Lakota, especially as density limits are approached. Though zone densities could feasible be mollified through amendment, such modifications would no doubt affect development (and developers) in Lakota elsewhere.

With respect to *units-per-acre*, the property occupies 2.607 acres. Of that, the south most 73' is deemed unusable due to a slope greater than 35%. Therefore, the total useable acreage amounts to 2.218 useable acres. With a design of 36 units, the number of units per acre comes to 16.23, down from the 18.03 as originally proposed. For the current proposal to conform to code, it would need to be limited to a maximum of 26 units.

Another relevant metric to help perceive density is the floor-area-ratio (FAR). FAR is the ratio of gross floor area (including all floors) to gross lot area. The FAR for the proposed development is 48%. Though *MC* does not regulate for FAR in the Lakota *MU* district, the proposed project is denser than the 43% FAR typically allowed in other zones in New Castle.

Finally, open space will be identified entirely by the areas between structures. The steepness of the land on the south end of the property excludes its participation in the open space total (*MC*, 17.128.070). In spite of this exclusion, the open space requirement is met at 20.5%.

5) The PUD will:

- **Provide off-street parking** – *MC 17.76* requires two off-street parking places per dwelling unit. 90 degree parking places are to be 9'x19'. The proposed development purports to offer 101 total parking spaces. Of these, three are on-street parking, four are ADA parking spaces, and 10 are compact parking spaces which are not permitted for reasons addressed in Section I. This results in 84 off-street parking spaces for 36 units. Since 36 units require only 72 off-street parking spaces, strictly speaking, off-street parking is compliant with code.

However, on closer inspection, a few issues with the parking layout are apparent. According to Sheet SP2.0:

- There is one extra parking space for tenants of Buildings 1 & 2;
- There is no extra parking spaces for tenants of Buildings 3-6;
- There is a deficit of three parking spaces for Buildings 7-9;

Buildings 7-9 have only nine off-street parking spaces within close proximity to their respective units. When their lot is full tenants must resort to on-street parking, which is inconsistent with Code.

- **Utilize the natural character of the land** – The property has a natural slope that rises approximately 25' from north to south. The building layouts utilize this slope, tiered with the rise in elevation. The rear duplex units are at the very top of the property and are visually prominent when viewed from the I-70 interchange. The exterior design premise is a stone and wood veneer with metal shed roofs – components obvious throughout the landscape in New Castle.
- **Provide pedestrian and bicycle circulation** – A pedestrian path along Castle Valley Blvd is anticipated to connect with the Town ROW at Lakota Ridge Senior Housing and terminate at the northeast corner of the lot line with the fire station path. Interior pedestrian paths are also provided from east-to-west between the townhome units and from north-to-south for the length of the property. Continuous paths, therefore, are included in the design.
- **Provide outdoor recreation** – Of the two main areas conducive for outdoor recreation, one identified as open space area is confined between the building structures (varying from 22'-32' in width). The development will pave over at least one known use trail on the south ridge of the property. Interior paths all feed to the main pathway along Castle Valley Boulevard.

The second area for outdoor recreation is provided by the Lakota Canyon Recreation Center located at the intersection of Clubhouse Drive and Castle Valley Boulevard. As HOA members, residents will have full access to the Lakota pool and fitness facility.

- **Is of overall compatible architectural design** – According to *MC 17.128.030*, prior to building permit issuance the owner will submit, process, and obtain approval from the design review committee of the Lakota Canyon Ranch HOA for the development of townhome units. The proposal will therefore be expected to be in strict compliance with the HOA design guidelines. After some minor modifications with roof pitches, the development tentatively appears to meet Lakota DRC standards.
- **Achieves adequate screening** – Per *MC, 17.104.100 § P.3*, every parking area should

be adequately screened from adjoining residential uses by a fence or wall 3.5' to 6' tall or by a strip of a least 4' wide of densely planted trees or shrubs. The north parking lot will have a heavily landscaped berm to shield the rest of the Lakota Canyon development from the condominium parking lot. It is anticipated that all exterior lightening will be dark sky compliant.

- **Ensures compliance with performance standards** – As a residential use, no unusual pollution hazards are anticipated per the Colorado Department of Public Health's rules and regulations.

B. Subdivision Approval

A subdivision application will be approved by Town Council only if it is found to be compliant with the criteria set forth in *MC 16.16.030*. The approved final plat is included in the plan set Exhibit #41 as well as engineered utility designs and preliminary cost estimates pursuant to *MC 16.16.030.2.b*. The subdivision improvement agreement has been formalized and included in the packet per *MC 16.16.030.2.c*. The plat has been reviewed by the Town attorney and engineer for compliance. The current plat shows building envelopes for each of the 9 blocks rather than individual units. Per *PZ 2019-5*, "One or more amended plats to define the boundaries of the individual units within each building shall be prepared for each building envelope based on as-built surveys after construction, which may be approved on staff level." Sale of individual units may not occur until the amended plat is recorded with Garfield County.

IV Staff Recommendations & Conditions:

Staff recommends that Town Council consider the following conditions in its decision on the PUD and Subdivision applications:

1. The total density of the project shall be reduced to a maximum of 36 units or 16.23 units per usable acre. This increase in the presumptive density from the underlying zone district shall be subject to approval by the Town Council and shall not increase the total number of residential units allowed within the entire Lakota Canyon Ranch PUD, which is capped at 827;
2. The right-of-way will include area for sidewalks and on-street parking. The Commission recommends that the Town Council approve the Applicant's request for a variance from design standards to allow for attached sidewalks. Any additional area to be dedicated for right-of-way shall be from the Applicant's property and not the adjacent property owned by others.
3. Parking shall not be allowed in front of exit discharges as currently depicted on plans. All exit discharge paths must remain unobstructed from exit doors to the public way (2015 IBC 1028.5). Total parking count shall be adjusted to reflect the removal of these parking spaces in front of exit discharges. Applicant shall provide for two off-street parking spaces per unit pursuant to MC, 17.76.110
4. Building heights for Buildings 7-9 be lowered below the maximum allowed 35' per MC 17.128.010 and 17.128.070 § H. *Alternatively*, building heights be permitted as drawn on sheets A3.71, A3.81, & A3.91.
5. In units with flex walls (e.g. middle unit on Sheet A1.32), storage closets shall be omitted from the design if full partitions are used to create an office or den. Otherwise an enclosed room with a closet will be considered a sleeping room requiring an emergency escape window or door to the public way (2015 IBC 1030.1).
6. The property shall be annexed into the Lakota Canyon Ranch Homeowners' Association. A supplemental declaration shall be prepared and submitted for review by the Town prior to recording, which shall include provisions obligating the association to own and maintain the private roads, utilities, open space and common elements and to maintain the sidewalks adjacent to the public right of way on the side of the property. The supplemental declaration shall also provide that utility charges for all units within Buildings 1 and 2 shall be billed to the HOA, which shall be responsible to collect from the unit owners. The supplemental declaration shall also address the unit owners' rights regarding HOA amenities and how assessments will be calculated;
7. A construction phasing plan be submitted which identifies, at minimum, each of the following components:
 - Buildout phases identified/Sequencing of occupancy
 - Traffic flow for construction equipment as each phase is completed
 - Traffic flow for pedestrians and private vehicles during each phase
 - Safety measures or procedures isolating construction from occupied units
 - Safety measures or procedures for tenants of finished units
8. The representations of the Applicant in written and verbal presentations submitted to the Town or made at public hearings before the Planning Commission or Town Council shall be considered part of the application and binding on the Applicant;
9. The Applicant shall comply with all applicable building, residential, electrical, and municipal code requirements when developing the Property according to the PUD plan as may be finally

approved;

10. The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including without limitation all costs incurred by the Town's outside consultants such as legal and engineering costs;
11. Buildings and units may not be sold separately from the entire property unless a subdivision plat depicting the boundaries of the unit to be sold is approved by the Town Council and recorded with the Garfield County Clerk and Recorder.
12. All further deviations from the development standards not approved in this ordinance as identified by Staff shall be subject to special review and approval by Town Council;
13. A subdivision improvements agreement will be prepared by the Town Attorney for consideration by the Town Council as part of any subdivision application. If the PUD application is approved separately from subdivision, then the Town and the Applicant shall enter into a development agreement to provide security for all required public improvements as generally described in Chapter 16.32 of the Town Code;
14. The Applicant shall provide the Town with a policy of title insurance for at least \$25,000 to insure any property dedicated to the Town, which shall be free and clear of any liens or encumbrances.
15. Impact fees, tap fees, and water rights dedication fees will be required as set forth in the 2013 Amendment to Development Agreements for Lakota Canyon Ranch PUD dated March 19, 2013 and recorded as Reception No. 833371.
16. All disturbed land shall be predominantly weed free during and after development and re-seeded according to the seed mix used by the Town of New Castle Park's Department.
17. All lighting shall be downcast and dark-sky compliant.
18. No excavation permits shall be issued separately from issuance of a building permit.
19. Due to the nature of, and proposed density of this application, and without benefit of an approved construction schedule, staff recommends that no Certificates of Occupancy's or Temporary Certificates of Occupancy's shall be considered for any building within this PUD until such time that a plan can be established which considers the health and safety considerations of the residents.

V Development Application Exhibits:

(Documents 1-22 submitted prior to the preliminary P&Z hearing on April 10th, 2019)

- 1) PUD & Subdivision Combination Applications
- 2) Agreement to Pay Consulting Fees & Expenses, February 15th, 2019
- 3) Legal Description
- 4) Public Notice
- 5) Title Commitment
- 6) Warranty deed
- 7) List of Properties within 250' of Development
- 8) Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7
- 9) Referral Comment, Colorado Parks & Wildlife
- 10) Referral Comment, Town of New Castle PD
- 11) Referral Comment, XCEL, February 13, 2019
- 12) Referral Comment, Mountain Waste & Recycling
- 13) Referral Comment, Lakota Canyon Ranch HOA
- 14) Referral Comment, Garfield RE-2 School District
- 15) Environmental Site Assessment, Kumar & Associates
- 16) Drainage & Soils Reports, 2191001.00, February 12, 2019
- 17) Traffic Study, McDowell Engineering, April 2, 2019
- 18) Preliminary/Final Review, David McConaughy, March 7 & April 4, 2019
- 19) Preliminary/Final Review, Orrin Moon, March 12 & April 2, 2019
- 20) Preliminary Review, John Wenzel & Daniel Becker, March 5, 2019
- 21) Preliminary Review, Jeff Simonson, March 6, 2019
- 22) Plan Review Set, T1.0 – C5.10, February 20, 2019
- 23) Plan Review Revised Civils, C1.0 – C6.03, February 4, 2019

(Documents 23-30 submitted prior to the final P&Z hearing on May 9th, 2019)

- 24) Referral Comment, Lakota Canyon Ranch HOA, April 25, 2019
- 25) Final Review, Orrin Moon, May 2, 2019
- 26) Final Review, John Wenzel & Daniel Becker, May 2, 2019
- 27) Final Review, Jeff Simonson, May ,1 2019
- 28) Plan Set, Revised Architecturals, T1.0 – A3.91, February 19, 2019
- 29) Plan Set, Revised Civils, C1.00 – C8.03, April 25, 2019
- 30) Revised Sheet, SP2.0, May 2, 2019
- 31) Sheet, SP Exhibit, May 2, 2019

(Documents 31- submitted prior to the Staff Report deadline of June 27th, 2019)

- 32) Affidavit of Notice
- 33) Declaration of Covenants, Conditions, and Restrictions for Eagle's Ridge: A Subarea Located within Lakota Canyon Ranch, Received May 30th, 2019
- 34) DRAFT Supplemental Declaration of Covenants, Conditions, and Restrictions for Lakota Canyon, Received, May 30th, 2019
- 35) Eagle Ridge Ranch Utility Report, Revised May 28th, 2019
- 36) Detention Pond Memorandum from Jeff Simonson, May 28th, 2019
- 37) Alternative Sidewalk Memorandum from John Wenzel, May 29th, 2019
- 38) Summary of Engineer's Estimated Preliminary Costs, May 27th, 2019
- 39) Plan Set, Revised Renderings, Received June 19th, 2019
- 40) Plan Set, Revised Civils, C1.00 – C8.04, Received June 19th, 2019
- 41) Plan Set, Revised Architecturals, T1.0 – A4.12, Received June 19th, 2019
- 42) Request for Response: Means of Egress, Architect Brad Jordan, June 19th, 2019
- 43) Request for Response: Parking Spaces, Architect Brad Jordan, June 19th, 2019
- 44) Final Review, Jeff Simonson, June 24th, 2019
- 45) Subdivision Improvement Agreement (SIA), Attorney David McConaughy, Received June 25th, 2019

- 46) Compact Parking Renderings ED1 & ED2, Submitted June 26, 2019
- 47) Extension of PUD Approval Deadline, Memorandum from Dave Reynolds, Approved June 18th, 2019



WILL SERVE LETTER

February 13, 2019

Malo Development Company- Lakota, LLC
300 Horseshoe Drive
Basalt, CO 81621

Re: 741 Castle Valley Blvd., New Castle, CO 81647, Lot 2B Phase 7, Lakota Cayon Ranch PUD.

Dear Malo Development Company,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electrical service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 741 Castle Valley Blvd., New Castle, CO.

Your utility service(s) will be provided after the following steps are completed:

- **Application submitted to Public Service's "Builders Call Line (BCL)"** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- **Utility design is completed** – you must provide your design representative with the site plan, the one line diagrams, and panel schedules for electric and gas loads if applicable
- **All documents provided by design representative are signed and returned**
- **Payment is received**
- **Required easements are granted** - you must sign and return applicable easement documents to your Right-of-Way agent
- **Site is ready for utility construction**

A scheduled in-service date will be provided once these requirements have been met.

It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for these requirements can be found under Site Requirements at www.xcelenergy.com. Easement requirements can be found under Utility Design and Layout.

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Cole Axthelm
Xcel Energy Technician
970-244-2727
Cole.Axthelm@xcelenergy.com

Mailing address: Public Service Company of Colorado
2538 Blichmann Ave
Grand Junction, CO 81505

Paul Smith

From: Gray - DNR, Brian <brian.gray@state.co.us>
Sent: Wednesday, March 27, 2019 11:30 AM
To: Paul Smith
Subject: Re: TOWN CLERK shared "Eagle's Ridge Ranch @ Lakota" with you

Thanks Paul. We don't typically provide comments on land use referrals under 5 acres in size, unless there are issues with wildlife impacts or habitat. That being said, this proposal would not fall under that category due to its small size and proximity to other development.

I appreciate you sending this out and keep us in mind when other referrals come up.

Thanks

Brian Gray
District Wildlife Manager / Rifle North
Northwest Region



P 970.255.6157 | C 970.366.1968
711 Independent Ave., Grand Junction, CO., 81505
brian.gray@state.co.us | www.cpw.state.co.us



On Wed, Mar 27, 2019 at 11:22 AM Paul Smith <psmith@newcastlecolorado.org> wrote:

Hi Brian,

Thanks for looking at these. The only other item I have that may be of interest is a "Phase I Environmental Site Assessment" performed by Kumar. In sum it says no evidence of RECs (recognized environmental conditions) were found. I would need to scan it if you want to see it.

Otherwise, what more do you typically require? I would then notify the developer.

Paul Smith

From: Tony Pagni
Sent: Thursday, April 04, 2019 3:30 PM
To: Paul Smith
Subject: RE: Eagle's Ridge Ranch Commentary

Paul: From the P.D.'s perspective I have no problems with entry or egress to any of the units on the site plan.

Tony Pagni
Chief of Police #601
(970) 984-2302 Ext. #301
apagni@newcastlecolorado.org



New Castle
Police Department

801 West Main Street
New Castle, CO 81647

From: Paul Smith
Sent: Monday, April 1, 2019 2:51 PM
To: Tony Pagni <apagni@newcastlecolorado.org>
Subject: Eagle's Ridge Ranch Commentary

Hi Tony,

I am forwarding you the documentation for Colombo's new development – Eagle's Ridge Ranch – in a separate 'dropbox' email. I want to make sure you have a chance to review what you need and provide comment if necessary. The development anticipates 40 units or 84 bedrooms.

Let me know if you have any questions.

Thanks,
Paul

Town Planner
Town of New Castle
970-319-1923



Colombo International, Inc.
Eagle's Ridge at Lakota Canyon Ranch
Phase 7, 2B
741 Castle Valley Blvd
New Castle, Co. 81647

March 21, 2019

RE: Will serve letter for Eagle's Ridge Ranch, 741 Castle Valley Blvd, New Castle, Co. **Site Plan – SP2.0 dated 2/19/19.**

To Whom It May Concern:

Mountain Waste & Recycling will be able to service all waste collect for Eagle's Ridge Ranch located at 741 Castle Valley Blvd in New Castle, Co. as it is laid out on **Site Plan SP2.0 dated 2/19/19**. This site plan is laid out with 3 street service locations being Thunderbird, Little Bar and Eagle's Ridge. The location and layout of these on this plan will be serviced as follows: Thunderbird will be serviced/collected at a bulk waste location or enclosure for all waste generated along this street. Little Bear and Eagle's Ridge will be serviced at each location as curbside collection.

Mountain Waste & Recycling is confident that these streets can be fully serviced as designed including trash waste and recycle collection at bulk waste collection/trash enclosure locations and at each location as curbside collection.

Thank You

Mike Hinkley
Mountain Waste & Recycling
District Manager
Mike.hinkley@mountainwaste.com

Lakota Canyon Ranch Homeowner's Association
c/o Integrated Mountain Management
1001 Grand Ave.
Glenwood Springs, CO. 81601
970-230-9615

April 25, 2019

Dear Town of New Castle,

I am writing to advise you that Eagles Ridge Subdivision and the Lakota Canyon Master Association have full intentions of working together and working through the documentation required to finalize the relationship. Eagles Ridge has expressed a desire to be included in the Lakota Canyon Master Association.

Referenced as: Legal Description: Section: 32 Township: 5 Range: 90 Subdivision: Lakota Canyon Ranch Phase 7 Lot: 2B AMENDED PLAT, LOT 2, Rec. #789213. Owner: Malo Development Company-Lakota LLC, 300 Horseshoe Dr., Basalt, CO. 81621

Eagles Ridge is currently in the process of drafting the proposed Declarations for Eagles Ridge which will also lay out the relationship to the Lakota Canyon Master Association. Once these Declarations are drafted Eagles Ridge will work closely with the LCMA for formal acceptance.

Should you have any questions please feel free to contact our property manager Bob Johnson of Integrated Mountain Management.

Respectfully,

Bob Johnson

Bob Johnson
On behalf of LCR Master Association

June 28, 2019

LAKAOTA CANYON RANCH HOA

151 CLUBHOUSE DRIVE

NEW CASTLE, COLORADO 81647

Re: Eagle Ridge Ranch Sub Association

To: Town of New Castle

MALO DEVELOPMENT COMPANY -LAKOTA LLC has submitted a Declaration of Covenants to the Board of Directors of the Lakota Canyon Ranch Master Association as required for Eagles Ridge Ranch Homeowners Association to be attached to the Lakota Canyon Ranch as a sub association of the Lakota Canyon Ranch Master Association.

The Master Association expects creation of an additional sub-association and declarations to be created for the Eagle Condominiums as a part of this development.

The Property will be annexed into the Common Interest Community with a Supplemental Declaration of Covenants as Lots and Units are established within the Property.

Lakota Canyon Ranch HOA Master will accept Eagles Ridge Sub Division as a sub association upon recording of the Declaration of Covenants for Eagles Ridge Ranch Homeowners Association.

Lakota Canyon Ranch Master Association

Mark McDonald - Board President



AGREEMENT TO PAY CONSULTING FEES AND EXPENSES

It is the policy of the Town of New Castle that all land use applications must be filed in the Office of the Town Clerk to receive formal consideration. Please refer to the Town Clerk's Office for all applicable procedures.

However, the Town encourages land use applicants to consult informally with members of the Town Staff, including outside consultants, prior to filing applications if the applicant has questions regarding areas within Staff members' particular expertise; PROVIDED THAT THE POTENTIAL APPLICANT AGREES TO REIMBURSE THE TOWN FOR ALL FEES AND EXPENSES RELATING TO SUCH INFORMAL MEETINGS.

The Town employs outside consultants for engineering, surveying, planning, and legal advice. These consultants bill the Town on an hourly basis as well as for expenses including but not limited to copies, facsimile transmissions, and long distance telephone calls.

It is the Town's policy that all persons wishing to hold informal meetings with members of the Town Staff acknowledge responsibility for all fees and expenses charged by outside consultants by signing this Agreement below.

I acknowledge and agree to pay the Town of New Castle all actual costs incurred by the Town in relation to legal, engineering, surveying, planning, or other services performed by consultants to the Town as a result of such consultants' review and comment upon, or other services related to, land use proposals and/or applications proposed by me or on my behalf, regardless of whether or not such application is formally filed with the Town. Interest shall be paid at the rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect all costs of collection in addition to the amount due and unpaid, including but not limited to reasonable attorney's fees and costs.

SO AGREED this 15 day of FEB., 2019

JAMES P. COLOMBO
Applicant (Print Name)

[Signature]
Signature of Applicant

970 618-9222
Telephone

300 HORSESHOE DR.
Mailing Address of Applicant BAZCO CO 81621

MALO DEVELOPMENT COMPANY LAKOTA LLC.
Property Owner Mailing Address if different from above

[Signature]
Signature of Property Owner

OWNER
Relationship to Applicant or Potential Applicant

Type of application: PUD FINAL/PRELIM APPLICATION
Property description: SEE ATTACHMENT

June 24, 2019

Mr. Paul Smith, Planner
Town of New Castle
P.O. Box 90
New Castle, CO 81647

**RE: Review of Final Plat/Subdivision
6/18/2019 Improvements Construction Drawings
Eagles Ridge Ranch
Lot 2B, Phase 7, Lakota Canyon Ranch Subdivision**

Dear Paul,

The purpose of this letter is to transmit our concerns, questions and comments following our review of the 6/18/2019 submittal for the Final Plat and Subdivision for the Eagles Ridge Ranch project located on Lot 2B, Phase 7 of Lakota Canyon Ranch Subdivision. To conduct our review, we have been provided the following information:

1. Final Plat changes dated 6/18/19 as prepared by Bookcliff Surveying.
2. 6/12/19 Drawings of Redi-Rock walls prepared by Ground Engineering
3. Final Plat Review correspondence prepared by HCE dated 6/19/19
4. A 23 Sheet set of drawings prepared by HCE dated 6/18/19 in the revision block noted as Town Council Submittal
5. A 43 Sheet set of drawings prepared by Colombo International containing the Subdivision Plat, Existing Conditions Survey, Architectural, Site Plan, Landscaping and Perspective Drawings.

Based upon our review of the aforementioned information, please note the following noteworthy comments for Council review and focus.


1. Between Buildings 3 and 5, a Keystone wall was proposed. It has now been replaced with the Redi-Rock wall design as depicted on the Ground Engineering drawings.
2. It shall be noted that less than 5 feet exists between the building corner of Building 4 and the Redi-Rock wall.
3. Our prior 3/10/19 review to you contained a number of construction detail items that the applicant's engineer has deferred to final construction drawing submittal. We believe that each of these items can be adequately addressed without material change to the application. However, absent the specific detailed construction drawings that will be needed to assure the contractor has proper and specific instruction for construction, the final cost estimate for security and the Town's ability to

allow construction to proceed, if approved by Council, will need to be received and reviewed. The previous recommendation that a condition exist stating that all outstanding issues need to be resolved to staffs satisfaction with the construction plans of the improvements prior to any grading permit, site work and building permit issuance needs to be part of the approval.

Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,

SGM



Jefferey S. Simonson, P.E.
Principal



Planning Department
 (970) 984-2311
 Fax: (970) 984-2716
 Email: tnc@glenwood.net

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

LAND DEVELOPMENT APPLICATION

Note: You are required to meet with the Town Planner to review a checklist of items applicable to your project before filing this application with the Town. Call Town Hall to schedule this meeting.

Applicant: JAMES P. COLOMBO / COLOMBO INT'L LLC.	
Address: 741 NEW CASTLE VALLEY BLVD.	Phone: 970 618-9222 FAX: E-mail: colombo@sopris.net

Property Owner: MALO DEVELOPMENT LAKOTA LLC.	
Address: 300 HORSESHOE DR. BASALT, CO 81602	Phone: 970 618-9222 FAX: E-mail: colombo@sopris.net

Contact Person: JIM COLOMBO	
Address: 300 HORSESHOE DRIVE BASALT, CO 81602	Phone: 970 618-9222 FAX: E-mail: colombo@sopris.net

Property Location/Address: 741 WEST CASTLE VALLEY BLVD NEW CASTLE, 81647	
Legal Description: SEE ATTACHMENT	Acres: 2.604

Existing Zone (e.g., Residential R-1, Commercial C-1): M-U	Existing Land Use: M-U
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TYPE(S) OF LAND USE(S) REQUESTED

- | | |
|--|--|
| <input type="checkbox"/> Pre-Annexation Agreement | <input type="checkbox"/> Conditional Use Permit or Special Review Use Permit |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Lot Line Adjustment or Dissolution |
| <input type="checkbox"/> Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations) | <input type="checkbox"/> Site Specific Development Plan/Vested Rights |
| <input type="checkbox"/> Amended Plat | <input type="checkbox"/> Variance |
| <input checked="" type="checkbox"/> Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans) | <input type="checkbox"/> Zoning |
| | <input type="checkbox"/> Zoning Amendment |
| | <input type="checkbox"/> Re-zoning |

Applicant Signature 	Date 2/15/19
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PRELIMINARY/FINAL
 PUD APPLICATION

Planning Department
 (970) 984-2311
 Fax: (970) 984-2716
 Email: tnc@glenwood.net



subdivision

LAND DEVELOPMENT APPLICATION

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

Note: You are required to meet with the Town Planner to review a checklist of items applicable to your project before filing this application with the Town. Call Town Hall to schedule this meeting.

Applicant: COLOMBO INTERNATIONAL, INC. - SIM COLOMBO	
Address: 300 HORSESHOE DR. BASALT, CO 81621	Phone: 970 618-9222 FAX: E-mail: colombo@sopriss.net

Property Owner: MAD Development Company - LAKOTA, LLC.	
Address: 300 HORSESHOE DRIVE BASALT, CO. 81621	Phone: FAX: SAME E-mail:

Contact Person: Jim Colombo	
Address: 300 Horseshoe Drive, Basalt.	Phone: FAX: SAME E-mail:

Property Location/Address: 741 CASTLE VALLEY BLVD. NEW CASTLE, CO 81647	
Legal Description: See Previous Submissions	Aeres: 2.64

Existing Zone (e.g., Residential R-1, Commercial C-1): MV	Existing Land Use: VACANT
--	------------------------------

TYPE(S) OF LAND USE(S) REQUESTED

- | | |
|---|--|
| <input type="checkbox"/> Pre-Annexation Agreement | <input type="checkbox"/> Conditional Use Permit or Special Review Use Permit |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Lot Line Adjustment or Dissolution |
| <input checked="" type="checkbox"/> Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations) | <input type="checkbox"/> Site Specific Development Plan/Vested Rights |
| <input type="checkbox"/> Amended Plat | <input type="checkbox"/> Variance |
| <input checked="" type="checkbox"/> Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans) | <input type="checkbox"/> Zoning |
| | <input type="checkbox"/> Zoning Amendment |
| | <input type="checkbox"/> Re-zoning |

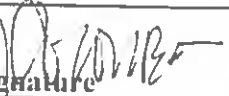
Applicant Signature 	Date 3/12/19
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Exhibit A
LEGAL DESCRIPTION

File Number: 931602

A PARCEL OF LAND BEING A PORTION OF LOT 2, LAKOTA CANYON RANCH, PHASE 7 RECORDED AS RECEPTION NO. 763774 IN THE OFFICE OF THE GARFIELD COUNTY CLERK AND RECORDER, SAID PARCEL SITUATE IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, ALL BEARINGS RELATIVE TO A BEARING OF N89°40'33"W BETWEEN THE EAST 1/4 CORNER OF SAID SECTION 32 AND THE CENTER 1/4 CORNER OF SAID SECTION 32, BOTH GARFIELD COUNTY SURVEYOR BRASS CAPS IN PLACE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID CENTER 1/4 CORNER; THENCE N89°41'47"W 17.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°41'47"W 235.30 FEET; THENCE N00°00'00"E 447.87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CASTLE VALLEY BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1.) N86°06'36"E 98.06 FEET
 - 2.) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 532.92 FEET, AN ARC LENGTH OF 195.25 FEET (CHORD BEARS S83°23'37"E 194.16 FEET);
- THENCE DEPARTING SAID RIGHT-OF-WAY S12°25'54"W 278.62 FEET; THENCE S01°37'09"E 161.41 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 2.607 ACRES MORE OR LESS.

Also Known As:

2B

Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009 as Reception No. 763774 and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010 as Reception No. 789213

County of Garfield, State of Colorado

Stewart Title of Colorado, Inc. - Glenwood Springs Division reserves the right to add and/or delete requirements and/or exceptions upon disclosure of additional information relating to subject property.

AFFIDAVIT AS TO NOTICE OF PUBLIC HEARING

I, James P. Colombo representing Malo Development Company - Lakota, LLC. , do hereby certify that pursuant to ordinances of the Town of New Castle, Colorado, I provided notice of a public hearing before the New Castle Planning and Zoning Commission on a Preliminary/Final Application by doing the following:

1. At least thirty (30) days prior to such hearing, I sent a copy of the **attached** Notice of Public Hearing by certified mail to the owners of all property within two hundred fifty (250) feet of the subject property, all owners of mineral estates with respect to the subject property, and to the Town of New Castle.
2. At least fifteen (15) days prior to such hearing, I posted notice of the hearing on the property on a sign approved by the Town at least twenty-two (22) inches wide, twenty-six (26) inches high, with letters at least one (1) inch in height. The sign was posted so that it was visible from a public street.




Signature

STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

Subscribed and sworn to before me this 6 day of June,
2019, by James P. Colombo

Witness my hand and official seal.



Notary Public
My commission expires: 9/14/2019

ASHLEY MONTANO
Notary Public
State of Colorado
Notary ID # 20114058514
My Commission Expires 09-14-2019

stewart title

Stewart Title Company
620 E Hopkins Ave
Aspen, CO 81611

Real partners. Real possibilities.™

Date: March 21, 2019
File Number: 386348
Property Address: 741 Castle Valley Boulevard, New Castle, CO 81647
Buyer/Borrower: TBD Buyer

TBD Buyer
Delivery Method: Emailed
Malo Development Company-Lakota, LLC
Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE REPORT OF THE CONDITION OF TITLE. LEGAL OPINION OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION ARE PROPRIETARY TO THE COMPANY AND WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice, Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount, as the Proposed Policy Amount; and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized CounterSignature
Stewart Title Company
620 E Hopkins Ave
Aspen, CO 81611



Matt Morris
President and CEO

Denise Carrara
Secretary

For purposes of this form the Stewart Title logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No. 386348
ALTA Commitment For Title Insurance B-1-16
Page 1 of 3



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known" Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land" The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent of a right of access to and from the Land to be insured by the Policy.
- (c) "Mortgage" A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy" Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured" Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount" Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records" Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (h) "Title" The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice.
- (b) the Commitment to Issue Policy.
- (c) the Commitment Conditions.
- (d) Schedule A.
- (e) Schedule B, Part I - Requirements.
- (f) Schedule B, Part II - Exceptions, and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, address claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements.
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions, or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.aitla.org/aidid/PRO>

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment For Title Insurance 8.1.16

Page 2 of 3



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ALTA Commitment For Title Insurance 8.1.16

Page 3 of 3



ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A
ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent:	Stewart Title Company
Issuing Office:	620 E Hopkins Ave, Aspen, CO 81611
Loan ID Number:	
Commitment Number:	386348
Issuing Office File Number:	386348
Property Address:	741 Castle Valley Boulevard, New Castle, CO 81647
Revision Number:	

1. Commitment Date March 1, 2019 at 8:00AM
2. Policy to be issued
Proposed Policy Amount:
 - (a) ALTA Owner's Standard
Proposed Insured TBD Buyer
 - (b) ALTA Loan Standard
Proposed Insured
3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE
4. The title is, at the Commitment Date, vested in Male Development Company - Lakota LLC, a Colorado limited liability company
5. The Land is described as follows
See Exhibit "A" Attached Hereto

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 1 of 7



ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION
ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 386348

A PARCEL OF LAND BEING A PORTION OF LOT 2, LAKOTA CANYON RANCH, PHASE 7, RECORDED AS RECEPTION NO 76377A IN THE OFFICE OF THE GARFIELD COUNTY CLERK AND RECORDED SAID PARCEL SITUATE IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, ALL BEARINGS RELATIVE TO A BEARING OF N89°40'33"W BETWEEN THE EAST 1/4 CORNER OF SAID SECTION 32 AND THE CENTER 1/4 CORNER OF SAID SECTION 32, BOTH GARFIELD COUNTY SURVEYOR BRASS CAPS IN PLACE SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT SAID CENTER 1/4 CORNER, THENCE N89°41'47"W 17.07 FEET TO THE TRUE POINT OF BEGINNING, THENCE N89°41'47"W 235.30 FEET, THENCE N00°00'00"E 447.87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CASTLE VALLEY BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES
1) N86°06'36"E 88.06 FEET
2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 532.92 FEET, AN ARC LENGTH OF 195.25 FEET (CHORD BEARS S83°23'37"E 194.16 FEET), THENCE DEPARTING SAID RIGHT-OF-WAY S12°25'54"W 278.62 FEET, THENCE S01°37'09"E 161.41 FEET TO THE TRUE POINT OF BEGINNING.

Also Known As

Lot 2B
Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009 as Reception No. 76377A and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010 as Reception No. 789213
County of Garfield, State of Colorado

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 2 of 7



ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 385348

Requirements

All of the following Requirements must be met

- 1 The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2 Pay the agreed amount for the estate or interest to be insured.
- 3 Pay the premiums, fees, and charges for the Policy to the Company.
- 4 Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5 Payment to or for the account of the grantor(s) or mortgagee(s) of the full consideration for the estate or interest to be insured.
- 6 Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
- 7 Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
- 8 Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.
NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.
- 9 Payment of any and all Homeowners assessments and expenses which may be assessed to the property.
- 10 Execution of an acceptable survey affidavit certifying that there have been no new improvements constructed or major structural changes made on the subject property.
NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.
- 11 Relating to Malo Development Company-Lakota LLC, The Company requires for its review the following:
 - a) Copy of the "Articles of Organization", the Operating Agreement and the regulations of the limited liability company, and any amendments thereto.

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 3 of 7



ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- b) A certificate of good standing, evidencing that the company is in good standing in the state of its formation.

c) Execution and recordation of Statement of Authority pursuant to the provisions of Section 38-30-172 C.R.S.

Note: At the time the Company is furnished these items, the Company may make additional requirements or exceptions.

NOTE: Statement of Authority for Malo Development CO Lakota LLC, recorded November 21, 2016 as Reception No. 895437, discloses the following persons as those authorized to transact business on behalf of said entity: James P. Colombo if there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.

12 Release by the Public Trustee of the Deed of Trust from Malo Development CO Lakota LLC for the use of Weinberg Servicing LLC to secure \$100,000.00, recorded November 21, 2016, as Reception No. 895438.

NOTE: Assignment of Deed of Trust to Darysa Weinberg, Glen Weinberg, Garry Inc. S.S. 4014, Leona Busey, Patricia Bongiov, Weinberg Fund LLC, Novak Fund a, Steven J. Morris, Novak Developer Member LLC, Daniel S. Fossitt, Seth Braver, Melissa Braver, Penaco Trust CO, Weiss Ira Melvin, Melvin Weiss, Christian Brothers Properties LLC and Charli J. Kornbraser, recorded March 15, 2017, as Reception No. 890132.

13 Deed from vested owner(s) vesting fee simple title in the purchaser(s).

NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to statute on recording of deeds, CRS 38-35-109 (2). Deed of Trust from the Borrower to the Public Trustee for the use of the proposed lender to secure the loan.

NOTE: The vesting deed is shown as follows
Warranty Deed recorded November 21, 2016, as Reception No. 895435

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 4 of 7



ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 386348

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company.

- 1 Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 2 Rights or claims of parties in possession, not shown by the public records.
- 3 Easements, or claims of easements, not shown by the public records.
- 4 Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
- 5 Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6 (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) Minerals of whatsoever kind, substances and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
- 7 Water rights, claims or title to water.
- 8 Any and all unpaid taxes and assessments and any unredeemed tax sales.
- 9 The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.
- 10 Reservations or exceptions contained in U.S. Patents, or in Acts authorizing the issuance thereof, recorded October 24, 1895 in Book 12 at Page 384 as Reception No. 18793, reserving "1 Rights of the proprietor of a vein or lode to extend and remove his ore therefrom and 2) rights of way for ditches and drains constructed under the authority of the United States.

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ALTA Commitment For Title Insurance 8 1 16 (4 2 18)
Page 5 of 7

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- 11 Easement and right of way for the Prandergrast Ditch by and rights-of-way for ditch laterals as disclosed by Warranty Deed recorded January 29, 1915 in Book 93 at Page 559 as Reception No. 51104.
- 12 Easement and right of way for the Prandergrast Enlargement and Extension of the Spoon-Kop Ditches as disclosed by Quit Claim Deed recorded May 27, 1926 in Book 133 at Page 473 as Reception No. 51133.
- 13 Right of Way recorded March 22, 1934 in Book 174 at Page 555 as Reception No. 117859.
- 14 Any and all Placer and Lode Mining Claims and any and all assignments of record or otherwise thereof, or interests therein.
- 15 Matters related to the mineral estate as disclosed by Deed recorded April 4, 1960 in Book 325 at Page 82 as Reception No. 208938, and any and all assignments of record, or otherwise, thereof, or interests therein.
- 16 Matters related to the mineral estate as disclosed by Warranty Deed recorded August 15, 1996 in Book 693 at Page 460 as Reception No. 373515, and any and all assignments of record, or otherwise, thereof, or interests therein.
- 17 Town of New Castle Resolution TC 99-7 recorded June 16, 1999 in Book 1135 at Page 481 as Reception No. 547370.
- 18 Town of New Castle Resolution No. TC 99-8 recorded June 16, 1999 in Book 1135 at Page 484 as Reception No. 547371.
- 19 Town of New Castle Ordinance No. 99-9 recorded June 16, 1999 in Book 1135 at Page 489 as Reception No. 547372.
- 20 Annexation and Development Agreement recorded June 16, 1999 in Book 1135 at Page 520 as Reception No. 547373, Amendment recorded May 2, 2005 in Book 1683 at Page 556 as Reception No. 673269.
- 21 Town of New Castle Ordinance No. 99-10 recorded June 16, 1999 in Book 1135 at Page 548 as Reception No. 547375.
- 22 Town of New Castle, Colorado Ordinance No. 2002-8 recorded July 1, 2002 in Book 1366 at Page 337 as Reception No. 609212.
- 23 All matters disclosed on the Plat of Eagles Ridge Ranch Subdivision Exclusion/Exemption plat recorded July 17, 2002 as Reception No. 607173.
- 24 Town of New Castle, Colorado Ordinance No. 2002-17 recorded January 8, 2003 in Book 1424 at Page 933 as Reception No. 618282.

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ALTA Commitment For Title Insurance 8 1 16 (4 2 18)
Page 6 of 7

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11111
11111
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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

25 Town of New Castle, Colorado Ordinance No. 2002-18 recorded January 8, 2003 in Book 1424 at Page 970 as Reception No. 618234

26 Water Storage Tank Agreement recorded January 8, 2003 in Book 1425 at Page 239 as Reception No. 618303

27 Town of New Castle, Colorado Ordinance No. 2003-2 recorded July 18, 2003 in Book 1494 at Page 621 as Reception No. 632112

28 Matters disclosed on the Amended and Restated Subdivision Exclusion / Exemption Map of Lakota Canyon Ranch (Formerly Eagles Ridge Ranch) recorded July 18 2003 as Reception No. 632118, and on the Second Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch (Formerly Eagles Ridge Ranch) recorded October 19, 2006 as Reception No. 709280, and the Final Plat Lakota Canyon Ranch, Phase 7, recorded February 26, 2009 as Reception No. 763774 and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July, 20, 2010 as Reception No. 789213

29 Bylaws of Lakota Canyon Ranch Master Association, Inc. recorded December 11, 2003 in Book 1545 at Page 939 as Reception No. 642713

30 First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch recorded October 19, 2004 in Book 1632 at Page 9 as Reception No. 661854; First Supplement to First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch recorded December 23, 2004 in Book 1650 at Page 645 as Reception No. 665845; Second Supplement recorded August 10, 2005 in Book 1715 at Page 459 as Reception No. 679902; Amendment to the First and Second Supplements recorded February 8, 2006 in Book 1770 at Page 826 as Reception No. 691993; Third Supplement recorded October 19, 2006 in Book 1854 at Page 684 as Reception No. 709285; Amendment to the Third Supplement recorded December 28, 2007 as Reception No. 740134; Fourth Supplement recorded February 4, 2008 as Reception No. 742251

31 Town of New Castle, Colorado Ordinance No. 2009-1 recorded February 25, 2009 as Reception No. 763773

32 Town of New Castle Colorado, Ordinance No. 2009-2 recorded February 26, 2009 as Reception No. 763775

33. All matters shown on the plat of PLT recorded July 30, 2010 as Reception No. 789213.

File No.: 386348
STATEMENT OF CHARGES
These charges are due and payable before a policy can be issued

TBD Rate	\$0.00
----------	--------

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Government Conditions, Schedule A, Schedule B, Part I, Requirements, and Schedule B, Part II, Exceptions, and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8/1/16 (4/2/16)
Page 7 of 7

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Government Conditions, Schedule A, Schedule B, Part I, Requirements, and Schedule B, Part II, Exceptions, and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8/1/16

DISCLOSURES

File No 386348

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT.
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT.
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER OR THE COUNTY ASSESSOR.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed. Provided that Stewart Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued."

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unified Mechanic's and Materialmen's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include disclosure of certain construction information, financial information as to the seller, the builder and/or the contractor, payment of the appropriate premium, fully executed indemnity agreements satisfactory to the company and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C(1)(X), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

**Stewart Title Guaranty Company Privacy Notice
Stewart Title Companies**

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—in process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information, the reasons that we choose to share, and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes—to process your transaction and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies that share common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name (financial companies, such as Stewart Title Company).	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to refer to you—for your convenience. Stewart has developed a means for you to opt out from its affiliate marketing even though such mechanism is not legally required.	Yes	Yes, and your first and last name, the email address used in your transaction, Stewart file number and the Stewart office location handling your transaction by email to optout@stewart.com or fax to 1 800 335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at Stewart Title Guaranty Company, 1500 Post Oak Blvd., Privacy Officer, Houston, Texas 77056.

WARRANTY DEED

State Doc Fee: ~~\$16.00~~ ^{5.17}
Recording Fee: \$16.00

THIS DEED, is dated the 29th day of July, 2010, and is made between
Lakota Investment Company, LLC, a Colorado Limited Liability Company
(whether one, or more than one), the "Grantor," of the County of Garfield and State
of Colorado, and
James Patrick Colombo

(whether one, or more than one), the "Grantee," whose legal address is: 300
Horseshoe Drive, Basalt CO 81621 of the County of and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of (\$10.00) Ten dollars and Zero cents, the receipt and
sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the
Grantee's heirs and assigns forever, all the real property, together with improvements thereon, located in the County of
Garfield and State of Colorado described as follows:

See "Exhibit A" attached hereto

also known by street and number as: TBD, New Castle, CO 81647

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the
reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of
the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee
and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the
Grantee, and the Grantee's heirs and assigns, that at the time of the ensealing and delivery of these presents, the Grantor is well
seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee
simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as
aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except and subject to:

General taxes for the year 2010 and subsequent years.

And the Grantor shall and will **WARRANT AND FOREVER DEFEND** the above described premises, *but not any
adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the
Grantee, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Lakota Investment Company, LLC.

By: J. Brett Benzel, Authorized Agent

State of Colorado)
County of Garfield) ss.

The foregoing instrument was acknowledged before me this 29th day of July, 2010, by J. Brett Benzel as Authorized Agent
for Lakota Investment Company, LLC.

Witness my hand and official seal
Notary Public:
My commission expires:



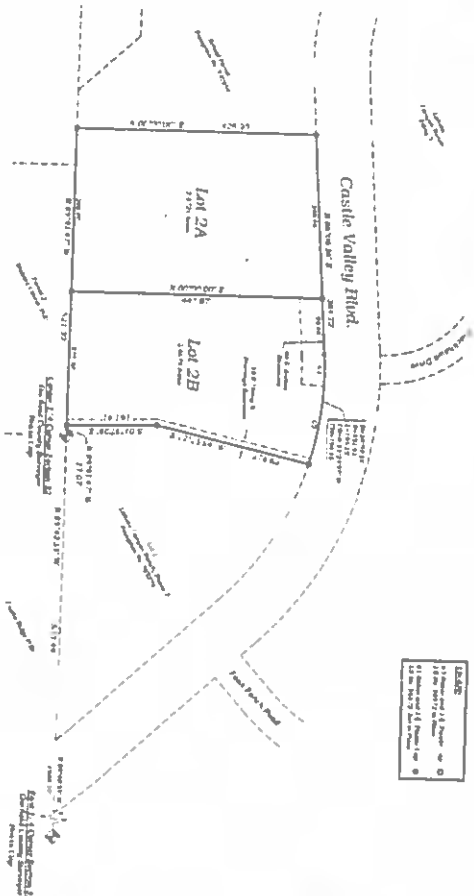
431600



Vicinity Map
Scale: 1" = 2000'

Amended Final Plat Lot 2 LAKOTA CANYON RANCH, PHASE 7 Town of New Castle, County of Garfield, State of Colorado

AREA	ACRES	PERCENT
Lot 2A	1.17	58.5%
Lot 2B	0.83	41.5%
TOTAL	2.00	100%



AREA	ACRES	PERCENT
Lot 2A	1.17	58.5%
Lot 2B	0.83	41.5%
TOTAL	2.00	100%



TOWN ADMINISTRATOR CERTIFICATE

I, the undersigned, being the duly authorized Town Administrator of the Town of New Castle, County of Garfield, State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office, and that the same is in accordance with the provisions of the laws of the State of Colorado relating to the recording of plats.

[Signature]
Town Administrator

PLAT NOTES

1. All measurements were taken from the center of the river to the center of the lot.

2. The area of the river shown on this plat is for informational purposes only and does not constitute a warranty of accuracy.

3. The plat is subject to the provisions of the laws of the State of Colorado relating to the recording of plats.

CONSENT AND SUBDIVISION OF NEED OF TRUST

I, the undersigned, being the duly authorized Trustee of the Trust, do hereby consent to the subdivision of the property described herein into the lots shown on this plat, and I do hereby certify that the same is in accordance with the provisions of the laws of the State of Colorado relating to the recording of plats.

[Signature]
Trustee

PLAT NOTES

1. The area of the river shown on this plat is for informational purposes only and does not constitute a warranty of accuracy.

2. The plat is subject to the provisions of the laws of the State of Colorado relating to the recording of plats.

SURVEYOR'S NOTES

1. The area of the river shown on this plat is for informational purposes only and does not constitute a warranty of accuracy.

2. The plat is subject to the provisions of the laws of the State of Colorado relating to the recording of plats.

PLAT NOTES

1. The area of the river shown on this plat is for informational purposes only and does not constitute a warranty of accuracy.

2. The plat is subject to the provisions of the laws of the State of Colorado relating to the recording of plats.

SURVEYOR'S CERTIFICATE

I, the undersigned, being the duly authorized Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office, and that the same is in accordance with the provisions of the laws of the State of Colorado relating to the recording of plats.

[Signature]
Surveyor

PLAT NOTES

1. The area of the river shown on this plat is for informational purposes only and does not constitute a warranty of accuracy.

2. The plat is subject to the provisions of the laws of the State of Colorado relating to the recording of plats.

CERTIFICATE OF OWNERSHIP

I, the undersigned, being the duly authorized Owner, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office, and that the same is in accordance with the provisions of the laws of the State of Colorado relating to the recording of plats.

[Signature]
Owner

TITLE INSURANCE COMPANY CERTIFICATE

I, the undersigned, being the duly authorized Title Insurance Company, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office, and that the same is in accordance with the provisions of the laws of the State of Colorado relating to the recording of plats.

[Signature]
Title Insurance Company

CLASS AND MATRICES CERTIFICATE

I, the undersigned, being the duly authorized Clerk and Matrices, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office, and that the same is in accordance with the provisions of the laws of the State of Colorado relating to the recording of plats.

[Signature]
Clerk and Matrices

PLAT NOTES

1. The area of the river shown on this plat is for informational purposes only and does not constitute a warranty of accuracy.

2. The plat is subject to the provisions of the laws of the State of Colorado relating to the recording of plats.



Kumar & Associates, Inc.
Geotechnical and Materials Engineers
and Environmental Scientists

ACEC
MEMBER

2390 South Lipan Street
Denver, Colorado 80223
phone: 303-742-9700
fax: 303-742-9666
email: kadenver@kumarusa.com
www.kumarusa.com

Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, and Summit County Colorado

**PHASE I ENVIRONMENTAL SITE ASSESSMENT
2.607-ACRE UNDEVELOPED PARCEL
EAGLES RIDGE, LOT 2B, PHASE 7, LAKOTA CANYON RANCH
NEW CASTLE, GARFIELD COUNTY, COLORADO**

Prepared by:

Andrei Andronescu
Environmental Staff Scientist

Reviewed by:

Mark E. Selman
Environmental Services Manager
Environmental Professional

Prepared for:

Malo Development Company, LLC
300 Horseshoe Drive,
Basalt, Colorado 81621

Attention: Jim Colombo
Phone: 970-618-9222
Email: colombo@sopris.net

Project No. 17-1-728

November 15, 2017

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
1.1	Scope of Services.....	3
1.2	Limitations, ASTM Deviations, and Significant Data Gaps.....	4
1.3	Reliance.....	5
1.4	User Responsibilities and Provided Information.....	5
1.4.1	User's Specialized Knowledge or Experience.....	5
1.4.2	User's Actual Knowledge of Environmental Liens or Activity and Use Limitations.....	5
1.4.3	Valuation Reduction for Environmental Issues.....	6
1.4.4	Commonly Known or Reasonably Ascertainable Information.....	6
1.4.5	Obvious Indicators of Contamination.....	6
1.4.6	Reason for Performing the Phase I ESA.....	6
2.0	PHYSICAL SETTING.....	6
3.0	SUBJECT PROPERTY RECONNAISSANCE.....	8
3.1	Subject Property Occupants and Operations.....	8
3.2	Interior and Exterior Observations.....	9
3.3	Subject Property Reconnaissance Summary.....	10
4.0	ADJOINING PROPERTIES AND SURROUNDING AREA.....	10
5.0	HISTORICAL USE INFORMATION.....	11
5.1	Historical Sources.....	11
5.1.1	USGS Topographic Maps.....	11
5.1.2	Aerial Photographs.....	12
5.1.3	Local Street Directories.....	13
5.1.4	Fire Insurance Maps.....	13
5.1.5	Property Tax Files.....	13
5.1.6	Land Title Records.....	13
5.1.7	Building Department Records.....	13
5.1.8	Zoning/Land Use Records.....	14
5.1.9	Other Historical Sources.....	14
5.2	Historical Use Summary.....	14
6.0	ENVIRONMENTAL REGULATORY RECORDS.....	15
6.1	Federal, State, and Tribal Databases.....	15
6.2	Additional Environmental Record Sources.....	17
6.2.1	Oil and Gas Development.....	17
6.2.2	Health Department / Environmental Division.....	18
6.2.3	Fire Department.....	18
6.3	Regulatory Records Summary.....	18

7.0	ADDITIONAL SERVICES.....	18
8.0	FINDINGS AND CONCLUSIONS.....	18
9.0	OPINION.....	19
10.0	ENVIRONMENTAL PROFESSIONAL STATEMENT.....	20

APPENDIX A FIGURES

FIGURE 1 – TOPOGRAPHIC MAP

FIGURE 2 – SITE AND VICINITY DIAGRAM

APPENDIX B HISTORICAL DOCUMENTATION

FIGURE 1 – 1958 AERIAL PHOTOGRAPH

FIGURE 2 – 1973 AERIAL PHOTOGRAPH

FIGURE 3 – 1985 AERIAL PHOTOGRAPH

FIGURE 4 – 1993 AERIAL PHOTOGRAPH

FIGURE 5 – 2005 AERIAL PHOTOGRAPH

FIGURE 6 – 2017 AERIAL PHOTOGRAPH

APPENDIX C PROPERTY RECONNAISSANCE PHOTOGRAPHS

APPENDIX D REGULATORY DATABASE INFORMATION

APPENDIX E RECORDS OF COMMUNICATION

APPENDIX F QUALIFICATIONS OF THE ENVIRONMENTAL PROFESSIONAL

SUMMARY

Kumar & Associates, Inc. (K+A) has performed a Phase I Environmental Site Assessment (ESA) in accordance with our proposal No. P-17-797, dated November 3, 2017, consistent with the procedures included in United States Environmental Protection Agency (EPA), *All Appropriate Inquiries Final Rule*, 40 CFR Part 312 (AAI) and ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The Phase I ESA was prepared for the benefit of Malo Development Company, LLC, which is a "user" of the ESA as defined by ASTM E1527-13. The Phase I ESA was conducted under the supervision or responsible charge of Mark Selman, Environmental Professional. Andrei Andronescu performed the property reconnaissance on November 5, 2017.

A summary of the findings of the Phase I ESA is provided below. Details of the assessment of the Subject Property have not been included or fully developed in this summary, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

- The purpose of the assessment was to identify Recognized Environmental Conditions (RECs) associated with a 2.607-acre undeveloped parcel located at Eagles Ridge Ranch, Lot 2B, Phase 7, Lakota Canyon Ranch in New Castle, Garfield County, Colorado, (including buildings and other fixtures and improvements located on the site at the time of the reconnaissance) hereafter referred to as the "Subject Property".
- The Subject Property consists of approximately 2.607 acres of undeveloped property defined by Castle Valley Boulevard and adjoining properties. Access to the Subject Property is located off Castle Valley Boulevard on the northern border of the property.
- No RECs were identified through assessment of the current site characteristics observed during the Subject Property reconnaissance.
- The Subject Property is bordered by the following adjoining properties:
 - Northwest, North and Northeast – Castle Valley Boulevard, followed by undeveloped land
 - East – Colorado River Fire Rescue, Station #64
 - Southeast, South, Southwest and West – undeveloped land

The current adjoining land uses do not present a REC associated with the Subject Property.

- The following summary is based on a review of historical information.
 - Subject Property – undeveloped and agricultural land since at least 1906.
 - Northwest, North and Northeast – undeveloped and agricultural land since at least 1906.
 - East – undeveloped and agricultural land from at least 1906 until the mid to late 2000s, when the current Colorado River Fire Rescue, Station #64 building was constructed.
 - Southeast, South, Southwest and West – undeveloped and agricultural land since at least 1906.

No RECs in connection with the subject site were identified through review of historical information.

- The review of environmental records identified 2 regulatory listings within the ASTM-specified approximate minimum search distances. Based on regulatory status, distance, and/or topographic location, the facility listings do not present RECs associated with the Subject Property.
- In accordance with the scope of work, no additional services were requested in conjunction with the Phase I ESA.

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E1527-13 of a 2.607-acre undeveloped parcel located at Eagles Ridge Ranch, Lot 2B, Phase 7, Lakota Canyon Ranch in New Castle, Garfield County, Colorado, the Subject Property. Any exceptions to, or deletions from, this practice are described in Section 1.0 of this report. This assessment has revealed no evidence of RECs associated with the Subject Property.

AFTER RECORDING RETURN TO:
Altitude Community Law P.C.
555 Zang Street, Suite 100
Lakewood, CO 80228
Attn: DAF

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
LAKOTA CANYON**

THIS SUPPLEMENTAL DECLARATION is made this ___th day of May, 2019.

RECITALS

A. WHEREAS, Lakota Canyon Ranch Development, LLC acting as the Declarant ("Declarant"), created Lakota Canyon Ranch Homeowners Association, Inc. ("Association") by recording that certain Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch, which was recorded on January 8, 2003, at Reception No. 618287, which declaration was subsequently amended and restated by that certain First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch recorded in the real property records of the County of Garfield County, State of Colorado, at Reception No. 661954, on October 19, 2004 (collectively the "Declaration"); and

B. WHEREAS, the Declaration encumbers the real property described as Lot 2B, Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009, as Reception No. 763774, and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010, as Reception No. 789213 (the "Property"); and

C. WHEREAS, the Declaration requires a Supplemental Declaration be recorded to reestablish allocated interests for the Property as set forth on Exhibit "A" of the Declaration.

D. WHEREAS, CRS §38-33.3-210(3) requires the creation of a Supplemental Declaration to reallocate the allocated interests within the community; and

E. WHEREAS, the Master Association and the Owner of the Property may record additional Supplemental Declarations for the purpose of reallocating the allocated interests upon the creation of additional Lots.

NOW THEREFORE, Malo Development Company – Lakota LLC as the owner of the Property hereby makes the following Amendments:

I. The Declaration is hereby amended as follows:

RECEIVED

MAY 30 2019

**Town of
New Castle, CO**

- 1. Annexation of Property. The Property legally described on Exhibit "A" attached hereto shall be annexed into the Lakota Canyon Ranch Subdivision and made subject to in all instances the Declaration.

- 2. Creation of Lots.
 - (a). Additional Lot. The Owner establishes additional Lots within the community which Lots are described on Exhibit "A".

- 3. Allocated Interests. Immediately upon the recording of this Supplemental Declaration, the Lots and their allocated interests shall be as set forth on Exhibit "B".

- 4. Additional Restrictions. The real property described in Exhibit "A" attached hereto is subject to the following additional restrictions set forth on that certain Declaration of Covenants Conditions and Restrictions for Eagle's Ridge which is attached hereto as Exhibit "C".

- 5. Definitions. Unless otherwise defined herein, initially capitalized terms defined in the Declaration shall have the same meaning herein.

II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

Lakota Canyon Ranch Homeowners Association,
 Inc., as the Master Association

By: _____
 Its: _____

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Lakota Canyon Ranch Homeowners Association, Inc.,

Witness my hand and official seal.
 My commission expires: _____

 Notary Public

Malo Development Company – Lakota LLC as the
Property Owner

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of Malo Development Company – Lakota
LLC.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT "A"
ADDITIONAL LOTS

Lot 2B, Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009, as Reception No. 763774, and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010, as Reception No. 789213.

EXHIBIT "B"
ALLOCATED INTERESTS

Lakota Canyon Ranch Filings 1 & 2, Block C, Lots 1-24, inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Lakota Canyon Ranch Filings 1 & 2, Block D, Lots 1-12, inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Lakota Canyon Ranch Filings 1 & 2, Block E, Duplex Lots 1-13, inclusive (containing Units 1-26 inclusive)	Common Expense Liability: 1/___ Vote: 1 each Lot
Lakota Canyon Ranch Filings 1 & 2, Block F, Lots 1-21, inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Lakota Canyon Ranch Filings 1 & 2, Block G, Lots 1-21 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Lakota Canyon Ranch Filings 1 & 2, Block H, Lots 1-33, inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Lakota Canyon Ranch Filings 1 & 2, Block I, Lots 1-27 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block A-1, Lots 1-5 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block A-2, Lots 1-6 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block A-3, Lots 1-6 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block A-4, Lots 1-6 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block A-5, Lots 1-5 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block A-7, Lots 1-7 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block A-8, Lots 1-11 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block B-1-2, Lots 1-6 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block B-1-3, Lots 1-6 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block B-1-4, Lots 1-6 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block B-1-5, Lots 1-6 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Whitehorse Village at Lakota Ranch Phase 2, Block B-1-1, Lots 1-5 inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Lakota Canyon Ranch Filing 3, Phase 1, Lots 1-22, inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot

Lakota Canyon Ranch Filing 4, Lots 1-34, inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot
Lakota Canyon Ranch Filing 5, Lots 1-55, inclusive, of which 17 are Duplex Lots, for a total of 38 Lots and 34 Units	Common Expense Liability: 1/___ Vote: 1 each Lot
Lakota Canyon Ranch Filing 6A, Lots 1-32, inclusive	Common Expense Liability: 1/___ Vote: 1 each Lot

EXHIBIT "C"
DECLARATION FOR EAGLE'S RIDGE RANCH

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
EAGLE'S RIDGE RANCH HOMEOWNERS ASSOCIATION**

**LAKOTA CANYON RANCH
NEW CASTLE, COLORADO**

Table of Contents

ARTICLE 1..... 3
INTRODUCTION AND PURPOSE 3
ARTICLE 2..... 3
COMMON AREAS..... 3
2.1 Common Areas and Limited Common Areas - Defined. 3
2.2 Powers and Duties of the Master Association.. 3
2.3 Assessments..... 4
2.4 Maintenance Easement - Town of New Castle, Colorado..... 4
2.5 Owner's Negligence. 4
ARTICLE 3..... 5
APPLICATION OF EAGLE DECLARATION TO SUBSEQUENT PHASES 5
ARTICLE 4..... 5
TRANSFER FEE..... 5
ARTICLE 5..... 5
MAINTENANCE 5
EXHIBIT A..... 7
LEGAL DESCRIPTION 7

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
EAGLE'S RIDGE

A SUBAREA LOCATED WITHIN LAKOTA CANYON RANCH
NEW CASTLE, COLORADO

ARTICLE 1

INTRODUCTION AND PURPOSE

This Declaration of Covenants, Conditions, and Restrictions for Eagle's Ridge Ranch a subarea of Lakota Canyon Ranch (the "Eagle Declaration") is made this ___ day of _____, 2019, by Malo Development Company – Lakota LLC (the "Declarant") as owner of the certain real property located in Garfield County, more particularly described on Exhibit A, attached hereto (the "Project"). This Eagle Declaration is and constitutes a Supplemental Declaration as defined in Section 2.52 of the First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch, recorded October 19, 2004, as Reception No. 661954 in the office of the Clerk and Recorder of Garfield County, Colorado (the "Master Declaration"). This Eagle Declaration affects only the property specifically described in Exhibit A.

The purpose of the Declaration is to set forth additional limitations and restrictions with respect to the development and use of the Project consistent with the purposes of the Master Declaration, which also governs the Project. All capitalized terms used in this Declaration shall have the meaning established by the Master Declaration.

The Project shall consist of no more than 36 Units.

ARTICLE 2

COMMON AREAS

2.1 **Common Areas and Limited Common Areas - Defined.** Consistent with the definition of Common Areas and Limited Common Areas as set forth in the Master Declaration, the Common Areas and Limited Common Areas within the Project shall consist of and contain the following specific elements: driveways, sidewalks, water lines, sewer lines, electric, gas, telephone and other underground utility lines, curb and gutter, drainage improvements, irrigation lines and systems, trash receptacles, private roads depicted within Eagle's Ridge Subdivision and landscaping. The Common Areas and Limited Common Areas are, for all intents and purposes, Master Association Property and shall be held, maintained, regulated and operated by the Master Association pursuant to the Master Declaration and in accordance with this Eagle Declaration. The Common Areas shall be depicted on the Plat Map Eagle's Ridge of Lakota Canyon Ranch.

2.2 **Powers and Duties of the Master Association.** The Master Association, without the requirement of approval of any Owners, shall maintain and keep in good repair, and shall replace or improve as the Master Association deems appropriate, in its discretion, the Common

Areas and Limited Common Areas within the Eagle's Ridge Project. If any portion of said Common Areas or Limited Common Areas are damaged or destroyed, the Master Association shall cause same to be repaired and reconstructed substantially in accordance with the original plans and specifications.

2.3 Assessments.

(a) General. The cost of maintaining, repairing or replacing the Master Association Common Areas shall be considered a Common Expense and shall be included in the calculation of Common Expense Assessments levied by the Master Association against all Owners within the Master Association. The costs incurred by the Master Association in connection with the maintenance, repair or replacement of the Common Areas located within the Eagle's Ridge Project shall be assessed as a Common Expense, but shall be included as a Reimbursement Assessments to be allocated to the Owners of Lots, within the Eagle's Ridge Project. Assessments shall be allocated in accordance with the provisions of the Master Declaration based upon product type and cost of maintenance. In the event condominiums are constructed within the Eagle's Ridge Project, such condominiums shall be maintained by the Master Association and shall require the recordation of a condominium declaration naming the Master Association as the Association for the condominiums.

(b) Buildings 1 & 2. In addition to the Common Expense Assessments set forth above, all utility charges for the units contained within Buildings 1 & 2 shall be billed to the Master Association. The Master Association shall then collect from the individual unit owners all such costs and expenses

2.4 Maintenance Easement - Town of New Castle, Colorado. Consistent with the provisions of Section 7.2 of the Master Declaration, the Town is hereby granted a blanket easement upon and across the Common and Limited Common Areas within the Project for all purposes related to the operation, maintenance, repair or replacement of water and sewer utility lines located within such Limited Common Areas.

2.5 Owner's Negligence. In the event that the need for maintenance, repair or replacement of all or any portion of the Limited Common Areas within the Project is caused through or by the negligent or willful act or omission of an Owner, then the expenses incurred by the Master Association for such maintenance, repair or replacement shall be a personal obligation of such Owner; and, if the Owner fails to repay the expense incurred by the Master Association within ten (10) days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner and such expense shall automatically become a Reimbursement Assessment determined and levied against the Owner's Lot, enforceable by the Master Association in accordance with the Master Declaration.

ARTICLE 3

APPLICATION OF EAGLE DECLARATION TO SUBSEQUENT PHASES

Upon recording in the office of the Clerk and Recorder of Garfield County, Colorado, of a Final Plat for any subsequent phase of the Eagle Ridge Project within the land areas identified on Exhibit A, the land area shown on such Final Plat shall be subject to the provisions of this Eagle Declaration upon the recording of a fully executed amendment to this Declaration in the office of the Clerk and Recorder of Garfield County, Colorado, identifying the land area to be governed thereby.

ARTICLE 4

TRANSFER FEE

Each purchaser of a Unit in the Eagle Ridge Ranch Community shall be required to remit to the Master Association an initial transfer fee of \$750.00. This fee shall be non-refundable to the purchaser of the Unit.

ARTICLE 5

MAINTENANCE

Each Owner of a townhome, duplex or single family unit shall maintain own structure. Condominiums shall be maintained pursuant to a condominium declaration to be recorded prior to conveyance of the first condominium.

IN WITNESS WHEREOF, this Declaration is executed as of the day and year first above written.

MALO DEVELOPMENT COMPANY – LAKOTA LLC,
a Colorado limited liability company

By: _____

Its: _____

STATE OF COLORADO)
)
COUNTY OF GARFIELD) ss.

The foregoing _____ Declaration was acknowledged before me on this ___
day of _____, 2019, by _____, as _____
of Malo Development Company – Lakota LLC., a Colorado limited liability company.

Witness my hand and official seal.
My commission expires _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 2B, Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009, as Reception No. 763774, and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010, as Reception No. 789213.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
EAGLE'S RIDGE RANCH HOMEOWNERS ASSOCIATION**

**LAKOTA CANYON RANCH
NEW CASTLE, COLORADO**

RECEIVED

MAY 30 2019

**Town of
New Castle, CO**

Table of Contents

ARTICLE 1 3
INTRODUCTION AND PURPOSE 3
ARTICLE 2..... 3
COMMON AREAS 3
2.1 Common Areas and Limited Common Areas - Defined. 3
2.2 Powers and Duties of the Master Association.. 3
2.3 Assessments..... 4
2.4 Maintenance Easement - Town of New Castle, Colorado..... 4
2.5 Owner's Negligence. 4
ARTICLE 3..... 5
APPLICATION OF EAGLE DECLARATION TO SUBSEQUENT PHASES 5
ARTICLE 4..... 5
TRANSFER FEE 5
ARTICLE 5..... 5
MAINTENANCE 5
EXHIBIT A..... 7
LEGAL DESCRIPTION 7

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
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IN WITNESS WHEREOF, this Declaration is executed as of the day and year first above written.

MALO DEVELOPMENT COMPANY – LAKOTA LLC,
a Colorado limited liability company

By: _____



Its: _____

PRESIDENT

STATE OF COLORADO)
)
COUNTY OF GARFIELD) ss.

The foregoing _____ Declaration was acknowledged before me on this 30
day of May, 2019, by James Colombo, as President
of Malo Development Company – Lakota LLC., a Colorado limited liability company.

Witness my hand and official seal.
My commission expires Feb 6, 2023

Christine H Bostick

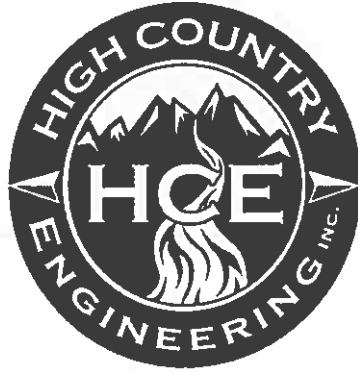
Notary Public

CHRISTINE H BOSTICK
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19944005658
MY COMMISSION EXPIRES FEB 6, 2023

EXHIBIT A

LEGAL DESCRIPTION

Lot 2B, Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009, as Reception No. 763774, and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010, as Reception No. 789213.



EAGLES RIDGE RANCH

UTILITY REPORT

PREPARED FOR:

COLOMBO INTERNATIONAL, INC.
300 Horseshoe Dr.
Basalt, CO 81621

Prepared By:

HIGH COUNTRY ENGINEERING, INC.
1517 Blake Avenue, Suite 101
Glenwood Springs, CO 81601
(970) 945-8676

HCE Project No. 2191001.00

April 9, 2019
Revised: May 28, 2019

RECEIVED

MAY 30 2019

**Town of
New Castle, CO**

TABLE OF CONTENTS

INTRODUCTION	2
Location	2
Existing Land Use.....	2
Proposed Land Use	2
WASTEWATER SYSTEM.....	2
Sanitary Sewer System	2
WATER DISTRIBUTION	3
Water Distribution	3
System Demand	3
RAW WATER IRRIGATION.....	4
DRY UTILITIES	5
Electric	5
Gas	5
Cable	5
Telecommunications	5
CONCLUSION.....	6
Water and Sewer	6
Dry Utilities	6
REFERENCES	6

APPENDICES

INTRODUCTION

Location

The subject property is located at Lot 2B in the Lakota Canyon Ranch Subdivision within the Town of New Castle, State of Colorado, parcel ID 212332240004. The site is located at the physical address of 741 Castle Valley Boulevard.

Existing Land Use

The parcel is approximately 2.607 acres in size. The existing lot consists of undeveloped sparsely grassed open space. The site is bordered by Castle Valley Boulevard right-of-way to the north, private property to the east and south, and public access road right-of-way to the west. The adjacent public access road to the west serves Lot 2A Lakota Canyon Ranch, private property west of the site.

Proposed Land Use

Proposed development consists of the construction several multi-unit residential buildings as follows: Two; eight-unit condominium buildings; two, four-unit townhome buildings; two, five-unit townhome buildings, and three duplexes. Additional improvements include three asphalt parking areas and driveways, an asphalt pedestrian path within Castle Valley Boulevard right-of-way.

WASTEWATER SYSTEM

Sanitary Sewer System

There is an existing sanitary sewer main located north of the site within Castle Valley Boulevard right-of-way. This sanitary sewer is located south of the roadway and will serve the proposed development. The connection to this main will be an existing sanitary manhole located north of the parcel. An 8-inch gravity main is proposed into the site and will extend north through the middle of the property and serve the entirety of the proposed development. A 20 foot utility easement is proposed to encompass this sanitary line.

The proposed development has and will have minimal system flows. The proposed sanitary system will serve residential uses. The two condominium buildings will have single services for each building. The four townhome and three duplex buildings will have individual services to each unit. For calculation purposes, each unit has been considered a single-family residence. In total the system demand has been analyzed for 40 single-family residences. Effluent flows are estimated to be 11,200 gallons per day, with a peak flow of 28,000 gallons per day. These flows will be conveyed by 6" and 8" pipes. At maximum capacity the pipes are well under 80% capacity. Sanitary sewer demand calculations can be referenced in **Appendix A**.

WATER DISTRIBUTION

Water Distribution

The proposed development will be served by existing water mains located to the north within Castle Valley Boulevard, and east on the adjacent Colorado River Fire Rescue (CRFR) private property. An extension from an existing stub located on the southern property line near the center of the parcel will be required on the adjacent CRFR property. There is an existing 10-foot utility easement along the southern and western property lines on the CRFR parcel for this extension onto Lot 2B. A loop will be completed by running an 8-inch C900 PVC main through the site. This loop will connect to the existing Castle Valley Boulevard main, route north/south through the site and connect to the CRFR extension near the southeastern portion of the parcel at the end of the proposed Little Cloud Drive. The propose 8-inch line provides system demand and fire flows to the development. Water demand calculations can be referenced in **Appendix A**, water line sizing calculations can be referenced in **Appendix B**.

System Demand

Assuming the presence of 3.5 people per single-family unit with a per capita demand of 100-gallons per day (1 EQR=350 gpd) and a 16-hour day for 40 units, the Average Daily Demand for the residential units will be 14,000 gallons per day (14.58 gpm). Peak

hour would typically be 4 times the average daily demand or 58.32 gpm. This assumes that the multi-family housing units are contributing the same flows as the single-family units.

We have also compared this number with fixture units within the buildings. Based on fixture units and conversion to demand in gpm the 431 fixture units is equivalent to 110 gpm overall or 293 gpm based on all individual buildings. The overall 293 will be used for determination of service sizes and demand on top of fire flows, which is the more conservative approach.

According to the 2009 Uniform Building Code and the 2006 International Fire Code (IFC), the proposed single-family residential structures are Type V-B buildings will require a fire flow of 1,500 gallons per minute if less than 3600 square feet and up to 2,750 gallons per minute up to 11,300 square feet. The developer has elected that all buildings will have in-house sprinkler systems, which allows the fire flows to be reduced by up to 50% or a minimum of 1500 gallons per minute minimum plus the site demand of 293 gpm. This brings the demand to 1793 gpm. This demand must be sustained for a minimum of 2 hours. Irrigation demand was determined for the site at a rate of 1/4" per day over the landscaped area. This was equivalent to 10.3 gpm over an 8 hour period and was added to all individual flows.

Service sizes were reviewed specifically for buildings 1,2,6,9 and based on those results the sizes for the other buildings were determined based on being more conservative for equivalent buildings at lower elevations or buildings with much less demand or fireflow.

The table below shows the results:

	BLDG FF	EST. SPRINKLER FLOW GPM	DOMESTIC USE + IRR GPM	FIRE SERVICE SIZE IN.	DOMESTIC SERVICE SIZE IN.	BASED ON
BLDG 1	5760.31	603	42	6	1.5	B2
BLDG 2	5755.57	804	50	6	1.5	CALC
BLDG 3	5766.73	413	43	4	1.5	B6
BLDG 4	5762.20	679	64	6	1.5	B6
BLDG 5	5777.10	451	43	4	1.5	B6
BLDG 6	5776.90	679	64	6	1.5	CALC
BLDG 7	5776.90	132	27	2	1	B9
BLDG 8	5776.55	132	27	2	1	B9
BLDG 9	5776.25	132	27	2	1	CALC

RAW WATER IRRIGATION

No raw water irrigation is proposed for this subdivision.

DRY UTILITIES

Electric

The point of contact for electrical service is Sam Wakefield with Xcel Energy (970-244-2622).

There is a proposed underground electric line that is to be installed along the eastern property line on the adjacent Lot 2A as part of construction of the Lakota Ridge Senior Apartments. This line will serve as the main electric supply for the Eagles Ridge development. Three transformers are proposed to connect to this adjacent electric main line on Lot 2A that will serve the site. The developer will contract with Xcel energy for costs associated with extending the electric utility to the site.

Gas

There is a proposed gas line that is to be installed along the eastern property line on the adjacent Lot 2A as part of construction of the Lakota Ridge Senior Apartments. This line will serve as the main gas supply for the Eagles Ridge development. The contractor will contract with Xcel energy for gas service extension.

Cable

Comcast Cable is to be installed on the adjacent Lot 2A eastern property line as part of construction of the Lakota Ridge Senior Apartments. This line will serve as the main feed for the development. The point of contact for Comcast Cable Television service is (970-945-7292). The contractor will contract with Comcast Cable for cable tv service extension.

Telecommunications

The point of contact for Telecommunications service is Jason Sharpe with CenturyLink communications (970-309-2973).

A telecommunications line is to be installed on the adjacent Lot 2A eastern property line as part of construction of the Lakota Ridge Senior Apartments. This line will serve as the main feed for the development. The contractor will contract with Century Link for telecommunications service extension.

CONCLUSION

Water and Sewer

This utility report was prepared in compliance with the Town of New Castle standards and specifications. This report and the associated plans identify the proposed water, sewer and dry utility layouts for the proposed Eagles Ridge Ranch development. The proposed onsite sanitary sewer will provide adequate capacity to serve the proposed residential development. The existing water main within Castle Valley Boulevard will provide adequate water service to meet the domestic water demands and fire flows required when construction is completed. All lots will be required to meet building code requirements when constructing the final water system for each lot.

Dry Utilities

Dry utilities to service the site are to be installed along the eastern property line of Lot 2A as part of construction of the Lakota Ridge Senior Apartments. This includes gas, electric, telephone and cable to all lots.

REFERENCES

International Fire Code: International Code Council. International Conference of Building Officials, Whittier, CA, 2009.

Uniform Building Code: International Conference of Building Officials. Whittier, CA, 2009.

APPENDIX A

EAGLES RIDGE RANCH
ESTIMATED WATER/SEWER REQUIREMENTS

Date: 4/4/2019
HCE Project No: 2191001.00
By: MGG

WATER (OVERALL DEVELOPMENT)		NOTE
No. Single-family Residences (EQR's)	40	1
Average Daily Domestic Demand @ 350 GPD/EQR	14,000 GPD	
Fire Flow Required	1,500 GPM	2
Max. Day (Average Daily x 2.0)	28,000 GPD	
Peak Flow (Average Daily x 2.5)	35,000 GPD	
Max. Day Demand	1,529 GPM	3,4

WATER - DOMESTIC (CONDO BUILDINGS)		
No. Single-family Residences (EQR's)	8	1
Average Daily Domestic Demand @ 350 GPD/EQR	2,800 GPD	
Max. Day (Average Daily x 2.0)	5,600 GPD	
Peak Flow (Average Daily x 2.5)	7,000 GPD	
Max. Day Demand	5.83 GPM	3

WATER - DOMESTIC (TOWNHOME & DUPLEX UNITS)		
No. Single-family Residences (EQR's)	1	1
Average Daily Domestic Demand @ 350 GPD/EQR	350 GPD	
Max. Day (Average Daily x 2.0)	700 GPD	
Peak Flow (Average Daily x 2.5)	1,400 GPD	
Max. Day Demand	0.73 GPM	3

SANITARY SEWER (OVERALL DEVELOPMENT)		
Domestic Average Day Use	11,200.0 GPD	5
Peak Flow (Average Daily x 2.5)	28,000.0 GPD	
Peak Flow (CFS)	0.043 CFS	

Notes

- 1) Each unit in condo buildings, townhomes and duplexes considered single-family residences.
- 2) 2 hour minimum duration.
- 3) 1 day calculated as 16 hours.
- 4) Fire flow included for 1 building in max day demand
- 5) Calculated as 80% of average daily domestic water demand

APPENDIX B

Main - FIRE+Site Domestic

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From	Castle Valley Blvd
To	Service Tee

Input Data

Pressure 1	80.00 psi
Elevation 1	5747.5 ft
Elevation 2	5756.4 ft
Roughness Coefficient	150
Diameter	8 in
Flow	1803 gpm
Length	126 feet

Results

Elevation Head	8.9 ft
Friction Loss	5.26 ft
Velocity	11.51 fps
Total Head Loss	14.16 ft
Pressure Loss	6.13 psi
Pressure 2	73.87 psi

BUILDING 1 & 2 - FIRE+Site Domestic

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From Castle Valley Blvd
To Service Tee

Input Data

Pressure 1	80.00 psi
Elevation 1	5747.5 ft
Elevation 2	5756.4 ft
Roughness Coefficient	150
Diameter	8 in
Flow	1710.3 gpm
Length	126 feet

Results

Elevation Head	8.9 ft
Friction Loss	4.77 ft
Velocity	10.92 fps
Total Head Loss	13.67 ft
Pressure Loss	5.92 psi
Pressure 2	74.08 psi

BUILDING 1 - FIRE service

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From	Service Tee
To	Building

Input Data

Pressure 1	74.08 psi
Elevation 1	5756.4 ft
Elevation 2	5756.8 ft
Roughness Coefficient	150
Diameter	6 in
Flow	614.3 gpm
Length	15 feet

Results

Elevation Head	0.4 ft
Friction Loss	0.35 ft
Velocity	6.97 fps
Total Head Loss	0.75 ft
Pressure Loss	0.32 psi
Pressure 2	73.76 psi

BUILDING 2 - FIRE

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From	Service Tee
To	Building

Input Data

Pressure 1	74.08 psi
Elevation 1	5756.4 ft
Elevation 2	5756.8 ft
Roughness Coefficient	150
Diameter	6 in
Flow	815.3 gpm
Length	15 feet

Results

Elevation Head	0.4 ft
Friction Loss	0.58 ft
Velocity	9.25 fps
Total Head Loss	0.98 ft
Pressure Loss	0.43 psi
Pressure 2	73.65 psi

BUILDING 2 - DOMESTIC

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From To	Service Tee Building
------------	-------------------------

Input Data

Pressure 1	74.08 psi
Elevation 1	5756.4 ft
Elevation 2	5756.8 ft
Roughness Coefficient	150
Diameter	1.5 in
Flow	49.3 gpm
Length	15 feet

Results

Elevation Head	0.4 ft
Friction Loss	2.77 ft
Velocity	8.95 fps
Total Head Loss	3.17 ft
Pressure Loss	1.37 psi
Pressure 2	72.71 psi

BUILDING 6 - FIRE FLOW MAIN+ SITE DOMESTIC

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From Castle Valley Blvd
To Service Tee

Input Data

Pressure 1	80.00 psi
Elevation 1	5747.5 ft
Elevation 2	5770.2 ft
Roughness Coefficient	150
Diameter	8 in
Flow	982.3 gpm
Length	126 feet

Results

Elevation Head	22.7 ft
Friction Loss	1.71 ft
Velocity	6.27 fps
Total Head Loss	24.41 ft
Pressure Loss	10.57 psi
Pressure 2	69.43 psi

BUILDING 6 - FIRE FLOW SERVICE

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From To	Service Tee Building
------------	-------------------------

Input Data

Pressure 1	69.43 psi
Elevation 1	5747.5 ft
Elevation 2	5770.2 ft
Roughness Coefficient	150
Diameter	6 in
Flow	689.3 gpm
Length	15 feet

Results

Elevation Head	22.7 ft
Friction Loss	0.43 ft
Velocity	7.82 fps
Total Head Loss	23.13 ft
Pressure Loss	10.01 psi
Pressure 2	59.42 psi

BUILDING 6 - Domestic SERVICE

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From	Service Tee
To	Building

Input Data

Pressure 1	69.43 psi
Elevation 1	5747.5 ft
Elevation 2	5770.2 ft
Roughness Coefficient	150
Diameter	1.5 in
Flow	63.8 gpm
Length	15 feet

Results

Elevation Head	22.7 ft
Friction Loss	4.47 ft
Velocity	11.58 fps
Total Head Loss	27.17 ft
Pressure Loss	11.76 psi
Pressure 2	57.67 psi

BUILDING 9 - FIRE+ SITE DOMESTIC

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From	Castle Valley Blvd
To	Service Tee

Input Data

Pressure 1	80.00 psi
Elevation 1	5747.5 ft
Elevation 2	5770.2 ft
Roughness Coefficient	150
Diameter	8 in
Flow	435.3 gpm
Length	483 feet

Results

Elevation Head	22.7 ft
Friction Loss	1.45 ft
Velocity	2.78 fps
Total Head Loss	24.15 ft
Pressure Loss	10.46 psi
Pressure 2	69.54 psi

BUILDING 9 - FIRE

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From	Service Tee
To	Building

Input Data

Pressure 1	69.54 psi
Elevation 1	5770.2 ft
Elevation 2	5770.7 ft
Roughness Coefficient	150
Diameter	2 in
Flow	142.3 gpm
Length	6 feet

Results

Elevation Head	0.5 ft
Friction Loss	1.94 ft
Velocity	14.53 fps
Total Head Loss	2.44 ft
Pressure Loss	1.06 psi
Pressure 2	68.48 psi

BUILDING 9 - DOMESTIC

HAZEN-WILLIAMS EQUATION, CIRCULAR PIPE

From	Service Tee
To	Building

Input Data

Pressure 1	70.07 psi
Elevation 1	5770.2 ft
Elevation 2	5770.7 ft
Roughness Coefficient	150
Diameter	1 in
Flow	8.5 gpm
Length	6 feet

Results

Elevation Head	0.5 ft
Friction Loss	0.31 ft
Velocity	3.47 fps
Total Head Loss	0.81 ft
Pressure Loss	0.35 psi
Pressure 2	69.72 psi

Paul Smith

From: John Wenzel
Sent: Wednesday, May 29, 2019 8:25 AM
To: Paul Smith
Cc: Jim Colombo
Subject: Alternative sidewalk alignment

Paul,

I have had the opportunity to review the Eagle Ridge alternative sidewalk alignment, adjacent to the public street, with the maintenances crews. We have no objections.

Thank you

Thank you

John Wenzel
Town of New Castle
Public Works Director
801 W. Main Street
New Castle, Colorado 81647
(970)984-0669 ex 200

EAGLES RIDGE RANCH PUD
SUMMARY OF ENGINEER'S ESTIMATED PROBABLE
PRELIMINARY CONSTRUCTION COST

May 27, 2019

HCE JOB NO: 2191001.00

ITEM	QUANTITY	UNIT COST	COST
Demolition			
Sawcut Existing Asphalt	576 L.F.	\$1.50	\$864.00
Remove Existing Asphalt	375 S.Y.	\$5.00	\$1,875.00
Remove Existing Curb & Gutter	444.00 L.F.	\$2.50	\$1,110.00
Salvage Existing Street Sign	5 Each	\$50.00	\$250.00
Salvage Existing Flared End Section	1 Each	\$100.00	\$100.00
		SUB TOTAL	\$4,199.00
Grading and Earthwork			
Earthwork - Unclassified Excavation	2,346 C.Y.	\$8.00	\$18,768.00
Earthwork - Import	5,100 C.Y.	\$12.00	\$61,200.00
Topsoil Stripping, Stockpile and Placement (Public)	295 C.Y.	\$10.00	\$2,950.00
Drill seed and Hydromulch	0.25 Acre	\$3,700.00	\$925.00
Erosion and Sediment Control Blanket Type SCI50	420 S.Y.	\$5.50	\$2,310.00
Topsoil Stripping, Stockpile and Placement (Private)	1,075 C.Y.	\$10.00	\$10,750.00
		SUB TOTAL	\$96,903.00
Road and Path Construction (Public)			
4" Asphalt	1,348 S.Y.	\$28.00	\$37,744.00
8" Class 6 Base coarse (Senior Center Road Asphalt Section)	300 C.Y.	\$45.00	\$13,500.00
6" Class 6 Base coarse (Senior Center Road Curb and Gutter Section)	13 C.Y.	\$45.00	\$585.00
6" Class 6 Base coarse (Senior Center Road Drain Pan Section)	183 C.Y.	\$45.00	\$8,235.00
6" Class 6 Base coarse (Senior Center Road Walk Section)	18 C.Y.	\$45.00	\$810.00
18" Vertical Curb & Gutter	237 L.F.	\$18.00	\$4,266.00
18" Spill Curb & Gutter	70 L.F.	\$18.00	\$1,260.00
Handicap Ramps	6 Each	\$1,800.00	\$10,800.00
Concrete Cross Pans	555 S.F.	\$11.00	\$6,105.00
2.0' Valley Pan	30 L.F.	\$33.00	\$990.00
5.0' Concrete Sidewalk	234 L.F.	\$32.00	\$7,488.00
6" Class 6 Base coarse (8' Pedestrian Path - Castle Valley Boulevard)	43 C.Y.	\$45.00	\$1,935.00
2" Asphalt (8' Pedestrian Path - Castle Valley Boulevard)	257 S.Y.	\$15.00	\$3,855.00
		SUB TOTAL	\$97,573.00
Road and Path Construction (Private)			
4" Asphalt (Parking Heavy Duty Section)	1,615 S.Y.	\$30.00	\$48,450.00
3" Asphalt (Parking Standard Duty Section)	1,489 S.Y.	\$28.00	\$41,692.00
9" Class 6 Base coarse (Parking Heavy Duty Asphalt Section)	404 C.Y.	\$45.00	\$18,180.00
8" Class 6 Base coarse (Parking Standard Duty Asphalt Section)	331 C.Y.	\$45.00	\$14,895.00
6" Class 6 Base coarse (Parking Curb and Gutter Section)	3 C.Y.	\$45.00	\$135.00
6" Class 6 Base coarse (Parking Drain Pan Section)	25 C.Y.	\$45.00	\$1,125.00
6" Class 6 Base coarse (Parking Walk Section)	53 C.Y.	\$45.00	\$2,385.00
18" Vertical Curb & Gutter	86 L.F.	\$18.00	\$1,548.00
2.0' Valley Pan	667 L.F.	\$18.00	\$12,006.00
5.0' Concrete Sidewalk	573 L.F.	\$32.00	\$18,336.00
		SUB TOTAL	\$158,752.00
Domestic Water			
—price includes trenching and fittings—			
8" C-900, Class 200 PVC water main	1,205 L.F.	\$42.00	\$50,610.00
8" Gate Valve	12 Each	\$1,500.00	\$18,000.00
8" Tee	4 Each	\$1,700.00	\$6,800.00
8" Cross	1 Each	\$2,200.00	\$2,200.00
8" PRV Vault and Assembly	1 Each	\$10,000.00	\$10,000.00
Fire Hydrant Assembly	1 Each	\$5,500.00	\$5,500.00
1" PureCore Water Service w/curb stop	6 Each	\$870.00	\$5,220.00
1.5" PureCore Water Service w/curb stop	16 Each	\$950.00	\$15,200.00
2" Fire Service w/4" valve	3 Each	\$3,250.00	\$9,750.00
4" Fire Service w/4" valve	2 Each	\$3,500.00	\$7,000.00
6" Fire Service w/6" valve	4 Each	\$3,700.00	\$14,800.00
2" Blow-off Valve	3 Each	\$2,000.00	\$6,000.00
Water/Sewer/Storm Sewer Crossings	2 Each	\$4,600.00	\$9,200.00
Connect to Existing Water Main	2 Each	\$1,500.00	\$3,000.00
		SUB TOTAL	\$163,280.00

RECEIVED

MAY 30 2019

**Town of
New Castle, CO**

EAGLES RIDGE RANCH PUD
SUMMARY OF ENGINEER'S ESTIMATED PROBABLE
PRELIMINARY CONSTRUCTION COST

May 27, 2019

HCE JOB NO: 2191001.00

ITEM	QUANTITY	UNIT COST	COST
Sewer			
---price includes trenching and fittings---			
8" SDR-35 Sewer Pipe	695 L.F.	\$31.00	\$21,545.00
4' Dia. Manhole	10 Each	\$3,500.00	\$35,000.00
Connect to Existing Sewer Manhole	1 Each	\$3,700.00	\$3,700.00
6" Sewer Service	24 Each	\$1,500.00	\$36,000.00
		SUB TOTAL	\$96,245.00
Storm Sewer System (Public)			
---price includes trenching and fittings---			
12" Water Tight ADS-N12	50 L.F.	\$39.00	\$1,950.00
12" ADS Flared End Section	1 Each	\$375.00	\$375.00
2' x 3' Combo Inlet	2 Each	\$3,000.00	\$6,000.00
9" Rip Rap	2 C.Y.	\$155.00	\$310.00
		SUB TOTAL	\$8,635.00
Storm Sewer System (Private)			
---price includes trenching and fittings---			
12" Water Tight ADS-N12	572 L.F.	\$39.00	\$22,308.00
12" ADS Flared End Section	4 Each	\$375.00	\$1,500.00
Type 13 Inlet	3 Each	\$3,000.00	\$9,000.00
9" Rip Rap	2 C.Y.	\$155.00	\$310.00
24" Nyloplast Catch Basin	2 Each	\$1,500.00	\$3,000.00
4' Dia. Manhole	2 Each	\$3,500.00	\$7,000.00
Type C Inlet	1 Each	\$3,000.00	\$3,000.00
15" PVC	9 L.F.	\$20.00	\$180.00
		SUB TOTAL	\$46,298.00
Irrigation			
---price includes trenching and fittings---			
Valve Box	2 Each	\$550.00	\$1,100.00
2" Irrigation Service	476 L.F.	\$23.00	\$10,948.00
		SUB TOTAL	\$12,048.00
Shallow Utilities			
Shallow Utility Trench	1,672 L.F.	\$8.00	\$13,376.00
4" electric conduit installation (conduit furnished by utility)	1,227 L.F.	\$5.00	\$6,135.00
4" Telephone Conduit (conduit furnished by utility)	1,034 L.F.	\$5.00	\$5,170.00
4" Cable TV Conduit (conduit furnished by utility)	1,059 L.F.	\$5.00	\$5,295.00
4' Dia. Manhole	5 Each	\$3,400.00	\$17,000.00
		SUB TOTAL	\$46,976.00
Miscellaneous			
Class I Ground Sign (Stop, No Parking - Fire Lane)	3 Each	\$550.00	\$1,650.00
Traffic Control	1 Each	\$10,000.00	\$10,000.00
Street Lights	3 Each	\$3,000.00	\$9,000.00
Sediment Control Fence	733 L.F.	\$2.50	\$1,832.50
Inlet Protection	8 Each	\$250.00	\$2,000.00
Redi Rock Wall	1 L.S.	\$55,000.00	\$55,000.00
Boulder Wall	453 L.F.	\$75.00	\$33,975.00
		SUB TOTAL	\$113,457.50
Totals			
		SUB TOTAL	\$844,366.50
		Contingency 10%	\$84,436.65
		Construction Testing 2.5%	\$21,109.16
		Mobilization 10%	\$84,436.65
		Survey and Construction Management 10%	\$84,436.65
		SUB TOTAL	\$1,118,785.61

These bids and the estimate do not include engineering services, tap fees, or utility soft costs. High Country Engineering, Inc. cannot be held responsible for variances from its estimate as actual costs may vary due to bid and market fluctuations.

Jordan Architecture Inc.

PO Box 1031 Glenwood Springs, CO 81602

Phone: 970.618.6690

Email: bradjordanarchitect@gmail.com

Web: www.jordanarchitecture.com

11 June 2019

Jim Colombo
Colombo International
colombo@sopris.net

RE: Lot 2B, 7th Filing
Lakota Canyon Ranch

Jim,

I spent some time reviewing the notes/emails from Paul Smith, Planner for the Town of New Castle. I also did some further research regarding Mr. Smith's commentary pertaining to the International Building Code. In so doing, I contacted an associate that I have worked very closely with over the past several years. John Plano currently serves as the building official and inspector for the Town of Carbondale, and previously performed the same duties at Eagle County. John also teaches code interpretation of the IRC and IBC, so I felt that he was a good resource to discuss options with pertaining to your project and code compliance.

Following are several items for consideration, as well as responses to Mr. Smith's commentary regarding potential code compliance issues:

Means of Egress: This item in the code specifically addresses the use of one stair for egress. As referenced, Table 1006.3.2(1) specifically applies to 'stories with one exit or access to one exit for R-2 occupancies'. The affected buildings (1 & 2) have been revised with the addition of another exit stair, which supersedes the requirements for the 125' travel distance. With multiple exits, the requirement becomes 250' in sprinkled buildings, which is specified for these buildings.

Emergency Escape and Rescue: Upper Level – With the addition of the second exit stair, there would be no dead end travel conditions with the opening of the 'corridor' (50% minimum), and the re-labeling to Egress Balcony (Section 1021), the exterior wall of the structure is no longer required to be a rated wall or a fire separation wall. Therefore, non-rated egress windows and doors can exit onto the Egress Balcony. In saying this, there is no definitive written information in the IBC that contradicts this use for egress, nor completely supports this in black and white. It is a 'gray' area and has been interpreted both ways. Based on my conversation with Mr. Plano, he is supportive of this type of use and provided additional alternate methods that suggest it would satisfy the proper interpretation for the protection of life, health and safety. He suggested that we consider adding a layer of sheet rock to the exterior side of the adjacent wall and provide a 'dry' sprinkler system in this area.

Lower Level Egress – The plans have been revised to eliminate any openings or means of egress into the carport area, as required by the IBC.

Private Garage: The plans have been revised in which the South and East sides of the carport are 'open'. Therefore, the need to separate the area in 1000 sf increments is no longer a requirement.

Step Clarification: The Egress Balcony will have steps as now indicated on the floor plans, and complies with the ICC. The elevations have been revised to indicate a continuous slope across the carport area, which is the intention of the civil engineering drawings.

Potential Window Wells: We rearranged the floor plans which now provide egress windows on the ends of buildings 1 & 2. Upon further review of this revision along with the proposed grading plan, window wells will not be necessary to provide code compliant egress per the IBC.

Please feel free to contact us with any questions.

Respectfully,

Brad Jordan

Brad Jordan
Principal Architect

Jordan Architecture Inc.

PO Box 1031 Glenwood Springs, CO 81602

Phone: 970.618.6690

Email: bradjordanarchitect@gmail.com

Web: www.jordanarchitecture.com

11 June 2019

Jim Colombo
Colombo International
colombo@sopris.net

RE: Lot 2B, 7th Filing
Lakota Canyon Ranch

Jim,

Here is a more comprehensive summary of the parking that has been provided on the site plan, using the Lakota Canyon Ranch PUD design standards for 2 parking spaces per unit:

Proposed Development - 9 buildings consisting of 36 total units

Parking Requirement of 2 spaces per Unit (Lakota Canyon Ranch PUD) - 72 required spaces

Proposed Full Sized Parking Stalls/Spaces - 91 spaces

Proposed Handicap Spaces (not required by PUD, voluntarily added) - 4 spaces (included in the 93 spaces above)

* Potential Compact Spaces (8' x 16' per definition) - 10 spaces

Total Proposed Parking Spaces - 91 spaces (19 over requirement)

Total Proposed Parking Spaces with Compact Spaces - 101 spaces (29 over requirement)

* A compact space requirement of 8' x 15' with curb stop allows for a minimum 4'-0" access walkway in front of units. The current Lakota Canyon Ranch PUD does not include any definitions for standard or compact parking spaces but instead refers to the requirement of the Town of New Castle Municipal Code. Town of New Castle C-1 Zone District defines compact parking spaces as 7'-6" X 15'. The compact units indicated on the site plan range from 9' to 12' - 6" in width.

In essence, we currently meet and exceed the parking requirements per the Lakota Canyon Ranch PUD. We are providing an additional minimum of 19 spaces for use by guests, not including compact spaces.

Please feel free to contact us with any questions.

Respectfully,
Brad Jordan
Brad Jordan
Principal Architect

PRIVATE DRIVE

COMPACT

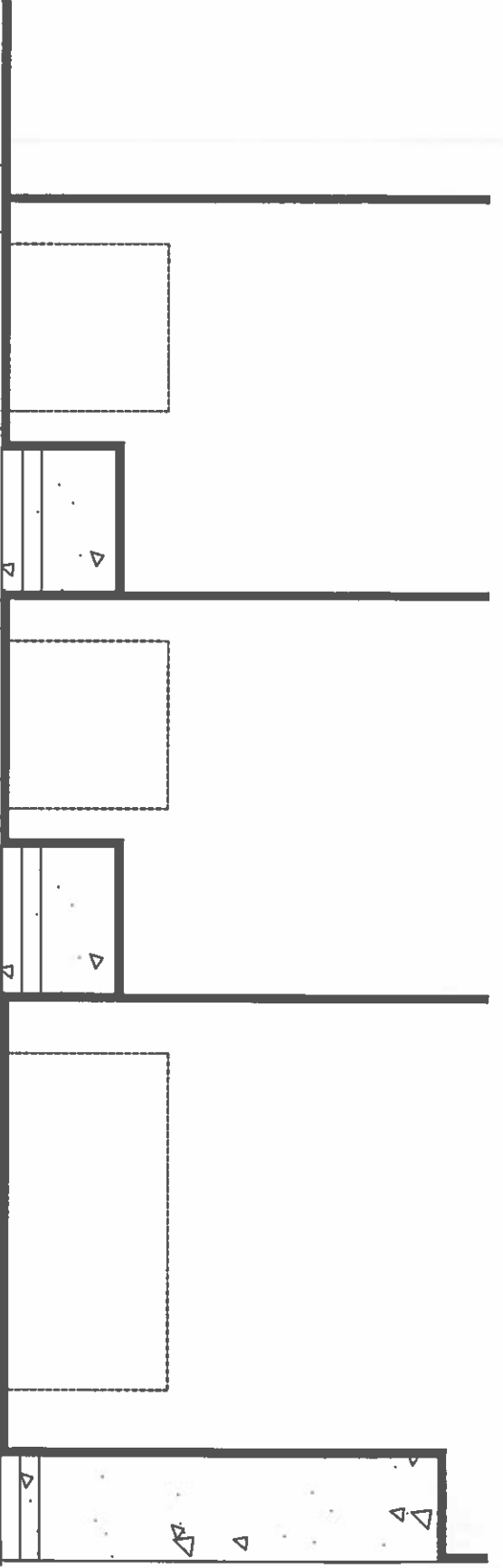
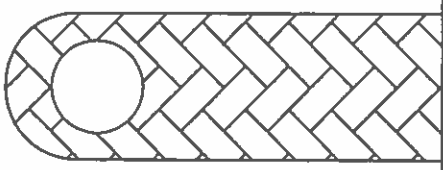
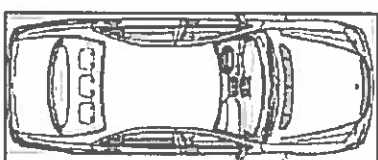
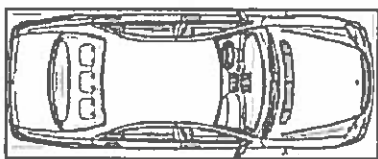
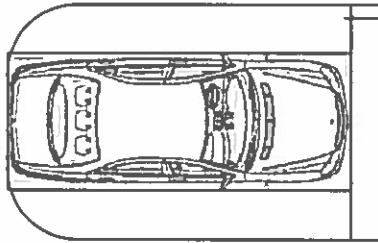
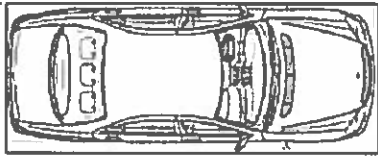
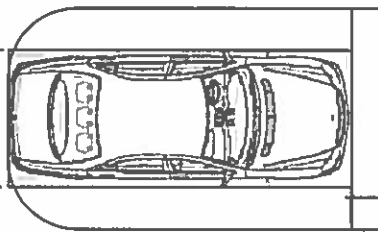
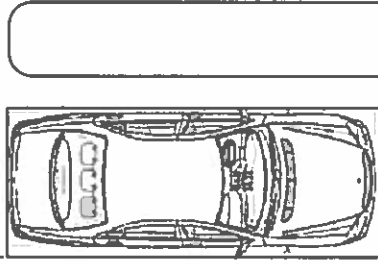
COMPACT

3'-5"

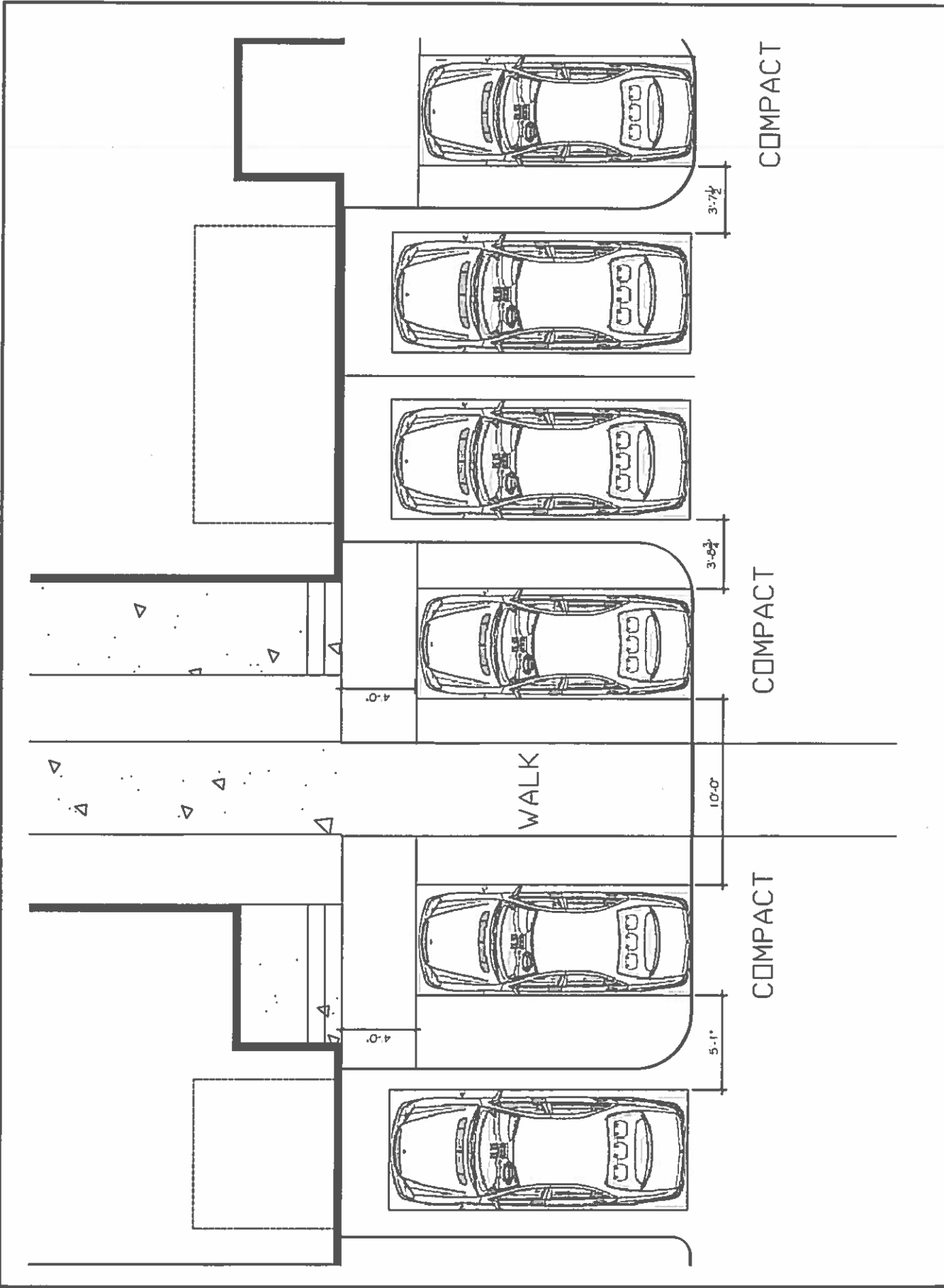
4'-0"

3'-5"

4'-5"



PRIVATE DRIVE





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

Office of the Town Administrator
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

Memorandum

Date: June 12, 2019
To: Mayor and Council
Subject: Extension of PUD Hearing Date
From: David Reynolds

Purpose:

The purpose of this agenda item is to seek an extension of the time allowed for the final Processing of a Planned Unit Development Application (PUD).

Per Municipal Code Section 17.100.080, a PUD Application which has received a final written decision from the Planning and Zoning Commission shall have not more than 60 days to receive a final decision from Town Council. Such final decision from Town Council may extend beyond 60 days if mutually agreed to by Town Council and the applicant.

Developer Jim Columbo / Malo Development LLC received a final decision from the Planning and Zoning Commission on May 8, 2019 concerning his application to develop property along Castle Valley Blvd. Mr. Columbo has been working with staff to provide updates to his development plans as required in the conditions of the Planning and Zoning findings. As of June 12, 2019 Mr., Columbo has not fully completed his final drawings related to various aspects of the project. Mr. Columbo and staff discussed the possibility of delaying the first Council meeting that would review this project until such time that Mr. Columbo's staff can make the needed changes to the applicable drawings and Town Staff has had the opportunity to review and comment.

Mr. Columbo was offered the opportunity to present his project as designed on June 18th, which would allow Council to consider the project within the required 60-day window, or push the first Council review back to July 2nd. Mr. Columbo decided to ask for a postponement of his first meeting with Town Council which was scheduled for June 18th and seek an extension of the 60-day window for a final Council Decision.

Because the Municipal Code states that an extension of the 60-day final decision shall be by mutual agreement, Town Council is being asked to consider an extension of the time period needed for a final decision in this matter.

Staff Recommendation:

Staff recommends that Council extend the 60-day final decision period for this application for an additional period of 30 days.

**SUBDIVISION AND PUD DEVELOPMENT AGREEMENT
FOR EAGLE’S RIDGE, LAKOTA CANYON RANCH, LOT 2B, PHASE 7**

THIS SUBDIVISION AND PUD DEVELOPMENT AGREEMENT (hereinafter “AGREEMENT”) is made this ___ day of _____, 2019, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality (“Town”); COLOMBO INTERNATIONAL, INC., a Colorado corporation (“Developer”); and MALO DEVELOPMENT COMPANY—LAKOTA, LLC, a Colorado limited liability company (“Owner”):

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located within the Lakota Canyon Ranch Subdivision in the Town of New Castle, Colorado, more particularly described as:

Lot 2B, Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009, at Reception No. 763774, and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010, at Reception No. 789213.

(the “Property”); and

WHEREAS, Owner has authorized Developer to pursue development of the Property; and

WHEREAS, Developer has filed an application with the Town seeking approval of a Final PUD Development Plan (“Final Plan”) and final Subdivision Plat (“Final Plat”) for the Property for the creation of 36 residential units in 9 buildings on the Property; and

WHEREAS, the Town Council has approved the Final Plan and Final Plat subject to the terms and conditions set forth in Ordinance No. TC 2019-4; and

WHEREAS, the approvals cited above are contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

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

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer in connection with developing the Property and to set forth the fees to be paid by the Developer in connection with the development. All terms and conditions contained herein are in addition to all terms and conditions of Ordinance No. TC 2019-4, the Town Code, and state and federal statutes, and all previous recorded agreements with the Town affecting the Property, including but not limited to the First Supplement to 1999 Annexation and Development Agreement dated January 3, 1999 and recorded as Reception No. 618282 (“Annexation Agreement”), and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Definition of the Application and Terms. For purposes of this Agreement, the “Application” consists of all the documents and information listed in Exhibit A attached to Ordinance No. TC 2019-4, which are incorporated herein by reference. Any terms defined in Ordinance TC 2019-4 shall have the same meaning for purposes of this Agreement.

4. Representations Reflected in the Minutes. The Developer shall comply with all representations made by the Developer or its agents or representatives and reflected in the minutes of the Planning Commission public hearings and Town Council meetings regarding the Application.

5. Public Improvements. The Public Improvements required by this Agreement are listed in **Exhibit A** attached hereto (“Public Improvements”), and the estimated costs for construction of such improvements are set forth therein. All Public Improvements shall be installed and completed at the expense of the Developer. The Public Improvements shall be constructed in conformance with the plans and specifications submitted by the Developer and approved in writing by the Town Engineer, the Town of New Castle Public Works Manual then in effect, and any utility plan (hereinafter collectively referred to as “Plans and Specifications”). The Developer shall install the Public Improvements in compliance with the Plans and Specifications and in accordance with the terms and provisions of this Agreement and the Town Code.

6. Construction Observation and Inspection.

A. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the Town Engineer and the Developer and Developer’s engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

B. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer’s engineer to provide, when improvements are submitted to the Town for acceptance, a stamped certification that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

C. Construction Observation by the Town. The Town shall have the right to make engineering inspections at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer shall inspect the Public Improvements on at least a weekly basis, and shall provide the Town Engineer with the supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, the Developer, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 7 and 8 below.

7. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements no later than one year from the date of recording of the Final Block Plat. Said period may be extended in writing by Town staff for a period of up to six (6) months, provided the performance guarantee provided pursuant to Paragraph 10 is similarly so extended by Developer in a form approved by Town staff. Developer is entitled to begin construction of the Public Improvements at any time after the Application is approved, the Final Block Plat is recorded, and all necessary permits have been obtained. However, any construction performed in a public right-of-way and all ties to Town utilities must be completed (1) within 180 days of the date such construction begins and (2) no later than one year from the issuance of a building permit, unless said date is otherwise extended as provided herein.

Upon the Developer's completing construction of the Public Improvements, the Developer or its engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the Town a completed acceptance checklist on a Town-approved form. Thereafter, and within ten (10) business days after Developer's request for final inspection, the Town Engineer shall inspect the Public Improvements and notify the parties in writing and with specificity of their conformity or lack thereof to the Plans and Specifications. The Developer shall

make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the Town. The "as-built" drawings and costs summary shall be forwarded to the Town for review and approval. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer shall promptly notify the parties in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such notification shall be known as the Engineering Acceptance Date. The Town shall be under no obligation to provide any water or sewer service until all water and sewer Public Improvements are brought into conformance with the Plans and Specifications as determined by the Town Engineer.

8. Town Council Acceptance; Conveyance. Within thirty (30) days of the Engineering Acceptance Date, the Developer shall execute a bill of sale conveying any portion of the Public Improvements constituting personal property to the Town, free and clear of all liens and encumbrances. The matter shall be submitted to the Town Council for final acceptance in accordance with the procedures set forth in Section 16.32.020 of the Town Code. As a condition precedent to Town Council's acceptance of the Public Improvements, Developer shall provide the Town with a policy of title insurance for at least \$25,000 to insure any property dedicated to the Town, which shall be free and clear of any liens or encumbrances. The effective date of any resolution of acceptance under said section shall be known as the Final Acceptance Date. The Town Council may condition Final Acceptance on the provision of additional collateral from the Developer to secure warranty obligations pursuant to Section 16.32.020(B) of the Town Code, which collateral will not to exceed fifteen (15) percent of the total cost of all Public Improvements secured by this Agreement.

9. Warranty. Developer shall warrant any and all Public Improvements and facilities conveyed to the Town pursuant to this Agreement for a period of two (2) years from the Final Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- B. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above; and
- C. The title conveyed shall be good and its transfer rightful.

10. Performance Guarantee. The total amount of required security for the Public Improvements shall be 110% of the amount specified on Exhibit A.

- A. In order to secure the construction and installation of the Public Improvements above described, for which the Developer is responsible, the Developer shall, prior to recording of the Final Block Plat, provide the Town with an irrevocable letter of credit issued or confirmed by a commercial banking institution that shall be valid for at least 13 months from the date of recording of the Final Block Plat. If the time for completion of the Public Improvements is extended, the letter of credit shall be similarly extended. Under the terms of the letter of credit, the Town shall be allowed to present drafts and accompanying documents to the banking institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit prior to accepting it.
- B. If the improvements are not completed within the required time, this shall constitute a default. If the guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance. A portion of the performance guarantee may be released as specific improvements are completed and approved in accordance with the procedures set forth in Section 16.32.020(A) of the Town Code.
- C. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth on Exhibit A attached hereto, which includes a 10% contingency. The parties agree that this amount does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town was required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth on Exhibit A, Developer shall be solely responsible for the actual cost. The purpose of Exhibit A is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- D. The parties expressly agree that Developer's preparation and submission to the Town of as-built drawings and a summary of actual construction costs for the Public Improvements to be dedicated to the Town are essential requirements of this Agreement. In the event that Developer fails to provide the as-built drawings and summary to the Town fifteen (15) business days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to liquidated damages in the amount of \$10,000, which the Town may collect pursuant to the default and breach provisions of this Agreement.

E. Neither approval of any reduction to the letter of credit, nor any other reduction in security, shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur in accordance with Section 16.32.020 of the Town Code.

11. Temporary Irrigation. Developer agrees to construct and install, at Developer's sole expense, an irrigation system sufficient to irrigate all disturbed areas requiring revegetation. Irrigation systems in the drainage ways and re-vegetated slopes may be installed temporarily and may be removed when revegetation has been established and irrigation is no longer necessary. Developer may use raw water to comply with this provision of the Agreement.

12. Weed and Dust Control. Prior to issuance of a building permit, Developer shall submit a Weed and Dust Management Plan that complies with the Town of New Castle Noxious Weed Management Plan. Developer agrees to comply with and be bound by this plan throughout the development and approved operation of the Property. Developer further agrees to reseed the Property according to the seed mix used and approved by the Town's Park Department.

13. Off-Site Easements and Dedications. Prior to issuance of a building permit, the Developer shall cause documents of conveyance for all off-site easements and/or dedications, if any, to be recorded in accordance with forms subject to approval of the Town Attorney.

14. EQRs. The EQR rating development of the Property shall comply with the Table of Equivalent Units ("EQRs") as set forth in Chapter 13.20 of the Town Code, as in effect at the time of application for a building permit. As of the date of this Agreement, the Town Code provides for the following EQR calculations:

Building 1: 5 two-bedroom units: $0.8 \text{ EQR} \times 5 = 4 \text{ EQR}$
1 one-bedroom unit: $0.8 \text{ EQR} \times 1 = .8 \text{ EQR}$
Total: 4.8 EQR

Building 2: 6 two-bedroom units: $0.8 \text{ EQR} \times 6 = 4.8 \text{ EQR}$
2 one-bedroom units: $0.8 \text{ EQR} \times 2 = 1.6 \text{ EQR}$
Total: 6.4 EQR

Building 3: 2 three-bedroom units: $1.0 \text{ EQR} \times 2 = 2 \text{ EQR}$
1 two-bedroom unit: $1.0 \text{ EQR} \times 1 = 1 \text{ EQR}$
Total: 3 EQR

Building 4: 2 three-bedroom units: $1.0 \text{ EQR} \times 2 = 2 \text{ EQR}$
3 two-bedroom units: $0.8 \text{ EQR} \times 3 = 2.4 \text{ EQR}$
Total: 4.4 EQR

Building 5: 1 three-bedroom unit: 1.0 EQR x 1 = 1 EQR
 2 two-bedroom units: 1.0 EQR x 2 = 2 EQR
 Total: 3 EQR

Building 6: 2 three-bedroom units: 1.0 EQR x 2 = 2 EQR
 3 two-bedroom units: 0.8 EQR x 3 = 2.4 EQR
 Total: 4.4 EQR

Building 7: 2 two-bedroom units: 1.0 EQR x 2 = 2 EQR

Building 8: 2 two-bedroom units: 1.0 EQR x 2 = 2 EQR

Building 9: 2 two-bedroom units: 1.0 EQR x 2 = 2 EQR

Total Units (all buildings): 36
 Total EQR (all buildings): 32

Notwithstanding that the Table of Equivalent Uses provides that 2-bedroom units in multifamily buildings of 4 or more units shall be rated at 0.8 EQR only if billed collectively for the entire building, the Town agrees to apply the 0.8 EQR rating to all buildings of four or more units, provided that separate or collective metering and billing for water service shall be in accordance with the recommendations of the Public Works Department.

If the plans for any of the buildings or units are modified to change the number of bedrooms, square footage, or other factors described in the Table of Equivalent Uses then the EQR ratings set forth above shall be adjusted to conform to the Town Code, and the water rights dedication fees and tap fees shall be adjusted accordingly, with the difference either credited to or paid by the Applicant as appropriate. Any such modifications shall be subject to the procedures for amendment of a PUD development plan as set forth in Section 17.100.110 of the Town Code.

15. Irrigation Water. The Application contemplates irrigation of common areas within the Property from the New Castle municipal potable water system, which is included in the EQR calculations set forth above in Section 14, not to exceed 75,500 square feet of irrigated area. If the Developer instead installs a raw water irrigation system pursuant to plans approved by the Town Engineer, then Developer may be entitled a 25% reduction in water tap fees and water rights dedication fees pursuant to Section 13.38.030 of the Town Code. Nothing herein guarantees the availability of raw water to serve the Property, which shall be determined by the Town in its sole discretion.

16. Water Rights Dedication. Developer is required to pay a cash-in-lieu-of-dedication fee in the amount of \$6,000.00 per EQR (“Dedication Fee”). Pursuant to Section 6(f) of the Annexation Agreement, Developer shall pay the required Dedication Fee at the time of recording of the Final Block Plat.

17. Payment of Tap Fees. Developer shall pay water and sewer tap fees in the amount provided in Chapter 13.20 of the Town Code to account for the total EQR rating for the Property as set forth above. Pursuant to Section 13.20.020 of the Code, all tap fees shall be paid at the time Developer applies for utility service, *i.e.* at the time of issuance of a building permit.

18. Grading and Excavation. No grading or excavation shall occur on the Property until the Final Block Plat has been recorded and security has been provided for all public improvements as required by this Agreement.

19. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Town Code, the Town Building Code, and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. The Final Block Plat has been approved by Town Staff, signed by all required parties, and recorded with the office of the Garfield County Clerk and Recorder.
- B. Town staff approves a construction phasing plan that identifies, at minimum, each of the following components:
 - 1. Buildout phases identified/Sequencing of occupancy
 - 2. Traffic flow for construction equipment as each phase is completed
 - 3. Traffic flow for pedestrians and private vehicles during each phase
 - 4. Safety measures or procedures isolating construction from occupied units
 - 5. Safety measures or procedures for tenants of finished units
 - 6. Schedule submitted by Developer that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
- C. All conditions and concerns identified in the Public Works Department and Town Engineer reports attached collectively hereto as **Exhibit B** have been addressed and resolved to the satisfaction of Town staff;
- D. All complete construction plans, drawings, and estimates and all other plans required under the Town Code or this Agreement, including, but not limited to, a dust and weed mitigation plan, lighting plan, and final geotechnical report, have been submitted to and approved by Town staff;
- E. All invoices from the Town have been paid by Developer;
- F. The Lakota Canyon Ranch Design Review Committee has approved all plans and designs for the Property as required by the Lakota Canyon Ranch governing documents and the Town Code; and

- G. All off-site easement and/or dedication conveyance documents are fully-executed and properly recorded with the Garfield County Clerk & Recorder's office.
- H. Developer has paid all tap fees and water rights dedication fees;

No Certificate of Occupancy shall be issued until:

- A. The Town Engineer has determined that the Property has adequate access and that all water and sewer utility improvements have been completed and accepted by the Town.
- B. Developer submits, and Town Staff approves, an adequate safety plan to ensure that ongoing construction of other buildings and improvements on the Property does not interfere with the health and safety of any residents.

20. Fees and Expenses. Developer agrees to reimburse the Town for any and all fees and expenses actually incurred by the Town in connection with or arising out of the development of the Property, the applications and approvals referenced in Ordinance No. TC 2019-4 and this Agreement, including, without limitation, all of the Town's planning, engineering, surveying, and legal costs, copy costs, recording costs, and other expenses whatsoever. Developer shall pay all such fees and costs as they come due.

21. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Developer, Owner, and the Town. Developer and Owner agree that all terms and conditions of this Agreement, including, specifically, the payment of all fees, and the completion and satisfaction of all terms and conditions of Ordinance Nos. TC 2019-4, are agreed to and constitute the voluntary actions of the Developer and Owner.

22. Breach by Developer; Town's Remedies. In the event of any default or breach by Developer of any term, condition, covenant, or obligation under this Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare and to protect the citizens of the Town from hardship. The Town's remedies include:

- A. Refusing to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;
- B. Recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either approve

the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on the Property until the default has been cured. An affidavit signed by the Town Administrator or his designee and approved by the Town Council stating that the default has been cured shall remove this restriction;

- C. A demand that the security given for the completion of the Public Improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period Developer may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

23. Assignment. This Agreement may not be assigned by the Owner or Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based, among other things, upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event Owner or Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

24. Indemnification. Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the development of the Property and all other approvals pursuant to Ordinance Nos. TC 2019-4. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. The parties hereto agree to cooperate in full to minimize expenses incurred as a result of the indemnification herein described.

25. Waiver of Defects. In executing this Agreement, Owner and Developer waive all objections either may have concerning defects, if any, in the formalities whereby it is

executed, or concerning the power of the Town to impose conditions on Owner or Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

26. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

27. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

28. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the state courts located in Garfield County, Colorado, and all parties consent and agree to the jurisdiction and venue of such courts.

30. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation to resolve a claim of default in performance by the Developer, the prevailing party shall be entitled to attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

31. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

32. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument. The parties hereto consent to the use of electronic signatures, which shall be as binding as if they were handwritten.

33. Owner Bound. Owner agrees that it is and will be bound by the terms of this Agreement and that the Town may enforce the terms hereof against Owner in the event Developer does not perform hereunder. Owner and Developer are jointly and severally liable under this Agreement.

34. Notice. All notices required under this Agreement 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 herein set forth. A courtesy copy may also be sent by e-mail. All notices so given shall be considered effective three (3) mail delivery days

after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town of New Castle
P. O. Box 90
New Castle, CO 81647
Phone (970) 984-2311
Fax (970) 984-2312

With a copy to:

David H. McConaughy, Esq.
Garfield & Hecht, P.C.
901 Grand Avenue, Suite 201
Glenwood Springs, CO 81601
Phone (970) 947-1936
Fax (970) 947-1937
E-mail: dmcconaughy@garfieldhecht.com

Notice to Developer:

James P. Colombo
Colombo International, Inc.
300 Horseshoe Drive
Basalt, CO 81621
Phone: (970) 918-9222
E-mail: Colombo@sopris.net

Notice to Owner:

James P. Colombo
Malo Development Company–Lakota, LLC
300 Horseshoe Drive
Basalt, CO 81621
Phone: (970) 918-9222
E-mail: colombo@sopris.net

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF NEW CASTLE, COLORADO

ATTEST:

Art Riddile, Mayor

Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2019, by Art Riddile, as Mayor, and by Melody Harrison, as Clerk, for the Town of New Castle, Colorado, a Colorado home rule municipality.

WITNESS my hand and official seal.
My Commission expires:

Notary Public

COLOMBO INTERNATIONAL, INC.

James P. Colombo
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2019, by James P. Colombo, _____ (title) of Colombo International, Inc., a Colorado corporation.

WITNESS my hand and official seal.
My Commission expires:

Notary Public

**MALO DEVELOPMENT COMPANY—
LAKOTA, LLC.**

James P. Colombo
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2019, by James P. Colombo, _____ (title) of Malo Development Company—Lakota, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My Commission expires:

Notary Public



Town of New Castle

450 W. Main Street

PO Box 90

New Castle, CO 81647

Office of the Town Administrator

Phone: (970) 984-2311

Fax: (970) 984-2716

www.newcastlecolorado.org

Memorandum

Date: July 2, 2019
To: Mayor and Council
Subject: Main Street Speed Limit Discussion
From: David Reynolds

Purpose:

The purpose of this agenda item is to provide Council with information regarding a CDOT speed limit study which is proposed for the east end of Main Street, and make a determination on an agreement with CDOT.

A request has been made to CDOT for the reduction in the 45 MPH speed limit that currently is in effect at the east end of Main Street. As part of CDOT's policy for such requests, the Town has been asked to enter into an agreement which allows CDOT to perform a traffic study that will analyze the appropriate speed for this stretch of road. CDOT's has indicated that once the study is complete CDOT reserves the right to change the speed limit either up or down depending on the results.

The desired outcome of this discussion will be to determine if Council would like to pursue this agreement with CDOT.



COLORADO
 Department of Transportation
 Transportation Systems
 Management & Operations

Letter of Understanding
 Traffic Investigation (Speed Study)

This Letter of Understanding, dated this ____ day of _____, 2019, between the Colorado Department of Transportation, "CDOT", and the Town of New Castle, "Local Agency", for the purpose of performing traffic investigation of vehicle speeds on U.S. Highway 6 starting at approximately mile post 105 and ending at or before approximately mile post 110.8.

In accordance with the Manual on Uniform Traffic Control Devices (MUTCD), a Traffic Investigation to determine an appropriate speed limit will consider all of the following factors applicable to the portion of highway being studied:

- Prevailing speed data (85th percentile) (Primary Consideration)
- Roadside development
- Accident experience
- Road characteristics
- Pace speed
- Parking practices/pedestrian activity

IT IS UNDERSTOOD:

That CDOT will perform a traffic investigation (speed study) at the above location for the purpose of determining the most reasonable and prudent speed limit, which is required by section 42-4-1102 C.R.S. The outcome of the traffic investigation and supporting documentation will be furnished to the Local Agency once completed.

Upon receipt of the official speed study results and supporting documentation, the Region Traffic Engineer or their representative will contact the Local Agency to review the results. After that review, CDOT will implement the results of the investigation including the determined appropriate speed limit. The speed study could raise or lower the current posted speed limit and the outcome of the investigation is final once completed.

Failure to sign and return this document to CDOT within 90 days by an authorized agent for the local agency will void the speed study request and no further action will be taken by CDOT.

For the Local Agency:

Name *Title* *Date*

For CDOT:

Name *Title* *Date*



Town of New Castle, State of Colorado

Proclamation

Whereas, Independent Retailer Month provides a time to celebrate the independence of the members of the community of New Castle, Colorado, and the entrepreneurial spirit represented by our core of local independent retailers; and

Whereas, the individual decisions every community member makes today affect the future of New Castle, Colorado; and

Whereas, New Castle's local independent retailers help preserve the uniqueness of the community and give us a sense of place; and

Whereas New Castle's core of independently owned retailers give back to this community in goods, services, time and talent; and

Whereas, the health of New Castle's economy depends on our support of businesses owned by our friends and neighbors; and

Whereas, New Castle's independent retailer owners and employees enrich community members' shopping experiences with their knowledge & passion;

Therefore, as we celebrate Independent Retailer Month 2019, we acknowledge that the ability to choose the direction of New Castle, Colorado, lies within each of us.

***NOW, THEREFORE,** I, Art Riddile, Mayor of the Town of New Castle, do hereby proclaim the month of July 2019, as: "Independent Retailer Month" and salute our community members and locally owned independent retailers who are integral to the unique flavor of New Castle, Colorado, and honor their efforts to make New Castle the place we want to live and work,*

Let this proclamation be entered into the official records of the Town.

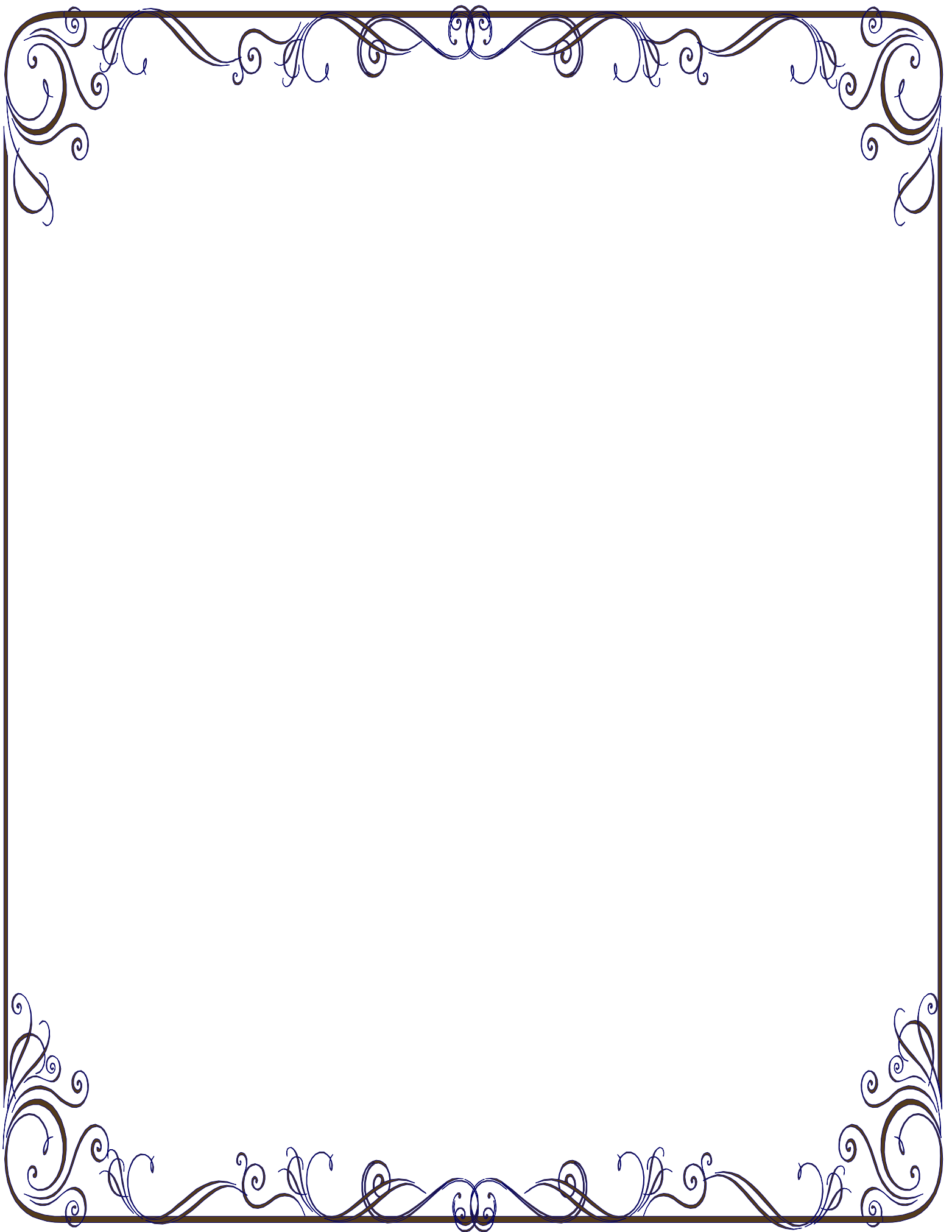
Dated this 2nd day of July, 2019

Mayor:

Arthur B. Riddile

Attest:

Melody L Harrison, Town Clerk



TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - June 2019

6/2019 INVOICES PAID	176,269.20
VIX PARK LOAN PAYMENT	5,129.61
NET PAYROLL (2)	112,267.75
FED & STATE EMPLOYMENT TAXES (2)	42,111.14
RETIREMENT PLAN PAYMENTS (2)	14,982.75
CREDIT CARD FEES	<u>959.94</u>
5/2019 TOTAL PAYMENTS	<u>\$ 351,720.39</u>

LESS CAPITAL EXPENDITURES *	(12,900.00)
LESS CHARGE-BACKS **	-
LOAN PAYMENTS / DEPOSIT REFUNDS	<u>(400.00)</u>

6/2019 OPERATING EXPENSES: **338,420.39**

*** CAPITAL:**

Xylem Water Solutions 12,900.00

Total 12,900.00

****CHARGE-BACKS:**

-

Report Criteria:
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
71	A Clean Break LLC	06011945	5/19 cleaning-ps	05/31/2019	250.00	.00	250.00	49527	06/06/2019
Total 71:					250.00	.00	250.00		
165	Action Shop	SI109868	hard hat w/face,ear protecti	06/06/2019	69.99	.00	69.99	49589	06/19/2019
Total 165:					69.99	.00	69.99		
213	AFLAC	086989	6/19 premium	06/11/2019	1,085.25	.00	1,085.25	49590	06/19/2019
Total 213:					1,085.25	.00	1,085.25		
385	Alpine Garden Center, Inc.	528896	annual flowers-pks	06/01/2019	227.68	.00	227.68	49528	06/06/2019
Total 385:					227.68	.00	227.68		
497	American Linen	LGRA223171	mats,mops cleaned-c.c.	05/23/2019	68.61	.00	68.61	49529	06/06/2019
		LGRA223728	mops & mats-rec	06/06/2019	68.61	.00	68.61	49591	06/19/2019
Total 497:					137.22	.00	137.22		
1097	Berthod Motors, Inc.	01-601519	ztrak mower tire-pks	06/04/2019	99.99	.00	99.99	49530	06/06/2019
		01-60237	mower parts-pks	05/24/2019	74.64	.00	74.64	49530	06/06/2019
		01-60810	street mower part-sts	06/12/2019	52.76	.00	52.76	49593	06/19/2019
		01-60835	street mower part-sts	06/12/2019	63.95	.00	63.95	49593	06/19/2019
Total 1097:					291.34	.00	291.34		
1553	BSN Sports, Inc.	301076309	baseball equip-rec	05/30/2019	207.39	.00	207.39	49531	06/06/2019
		301076309	beg baseball equip-rec	05/30/2019	78.69	.00	78.69	49531	06/06/2019
		301076309	softball equip-rec	05/30/2019	106.58	.00	106.58	49531	06/06/2019
		301076309	field maint-rec	05/30/2019	36.45	.00	36.45	49531	06/06/2019
Total 1553:					429.11	.00	429.11		
1749	Cadfish, LLC	1490	5/16-5/31/19 plan review-b	05/31/2019	412.50	.00	412.50	49594	06/19/2019
		1501	6/1-6/15/19 plan review-b&	06/15/2019	275.00	.00	275.00	49594	06/19/2019
Total 1749:					687.50	.00	687.50		
1831	Capital Deli	124	wellness program lunch for	05/24/2019	11.95	.00	11.95	49532	06/06/2019
		124	wellness program lunch for	05/24/2019	66.86	.00	66.86	49532	06/06/2019
		124	wellness program lunch for	05/24/2019	11.95	.00	11.95	49532	06/06/2019
		124	wellness program lunch for	05/24/2019	66.86	.00	66.86	49532	06/06/2019
		124	wellness program lunch for	05/24/2019	66.86	.00	66.86	49532	06/06/2019
		124	wellness program lunch for	05/24/2019	66.86	.00	66.86	49532	06/06/2019
		124	wellness program lunch for	05/24/2019	66.86	.00	66.86	49532	06/06/2019
Total 1831:					358.20	.00	358.20		
1897	Caselle, Inc.	95356	6/19 software support-b&p	06/01/2019	187.55	.00	187.55	49533	06/06/2019
		95356	6/19 softwre support-admin	06/01/2019	187.55	.00	187.55	49533	06/06/2019
		95356	6/19 software support-court	06/01/2019	87.18	.00	87.18	49533	06/06/2019
		95356	6/19 software support-rec	06/01/2019	137.37	.00	137.37	49533	06/06/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		95356	6/19 software support-pks	06/01/2019	137.37	.00	137.37	49533	06/06/2019
		95356	6/19 software supoort-sts	06/01/2019	185.52	.00	185.52	49533	06/06/2019
		95356	6/19 software support-wate	06/01/2019	458.73	.00	458.73	49533	06/06/2019
		95356	6/19 software support-w/w	06/01/2019	458.73	.00	458.73	49533	06/06/2019
	Total 1897:				1,840.00	.00	1,840.00		
1961	CEBT	INV 0029854	7/19 health ins	06/14/2019	40,089.10	.00	40,089.10	49595	06/19/2019
	Total 1961:				40,089.10	.00	40,089.10		
1965	Cedar Networks	283225	6/19 internet-town hall	06/01/2019	180.00	.00	180.00	49534	06/06/2019
		283227	6/19 cc internet	06/01/2019	180.00	.00	180.00	49534	06/06/2019
		283237	6/19 internet-ps	06/01/2019	90.00	.00	90.00	49534	06/06/2019
		283237	6/19 internet-town maint	06/01/2019	36.00	.00	36.00	49534	06/06/2019
		283237	6/19 internet-w/wtr	06/01/2019	54.00	.00	54.00	49534	06/06/2019
	Total 1965:				540.00	.00	540.00		
1993	CenturyLink	774B - 5/19	5/19 phone-wtp	05/19/2019	128.13	.00	128.13	49535	06/06/2019
		957B-5/19	5/19 fax line-ps	05/19/2019	59.49	.00	59.49	49535	06/06/2019
	Total 1993:				187.62	.00	187.62		
2033	Challenger Sports Teamwe	0129249-IN	baseball jerseys-rec	06/04/2019	477.63	.00	477.63	49596	06/19/2019
		0129249-IN	softball jerseys-rec	06/04/2019	281.57	.00	281.57	49596	06/19/2019
		1029684-IN	CP & T-ball jerseys-rec	06/10/2019	727.60	.00	727.60	49596	06/19/2019
		1029742-IN	coaches shirts-baseball-rec	06/10/2019	83.31	.00	83.31	49596	06/19/2019
		1029742-IN	coaches shirts-beg basebal	06/10/2019	83.31	.00	83.31	49596	06/19/2019
		1029742-IN	coaches shirts-softball-rec	06/10/2019	83.33	.00	83.33	49596	06/19/2019
	Total 2033:				1,736.75	.00	1,736.75		
2497	Colorado Analytical Lab	190523005	lab tests-wtr	05/30/2019	25.00	.00	25.00	49537	06/06/2019
	Total 2497:				25.00	.00	25.00		
2561	Colorado Mtn. News Media	174269-0531	Downtown Plan public heari	05/31/2019	20.19	.00	20.19	49597	06/19/2019
		174269-0531	ad in magazine-TONC dev	05/31/2019	416.66	.00	416.66	49597	06/19/2019
		174269-0531	ad in magazine-Downtown	05/31/2019	516.67	.00	516.67	49597	06/19/2019
		174269-0531	ad in magazine-Comm Mkt	05/31/2019	316.67	.00	316.67	49597	06/19/2019
		428207	Downtown Plan public heari	05/28/2019	20.19	.00	20.19	49538	06/06/2019
	Total 2561:				1,290.38	.00	1,290.38		
2709	Confluence Architecture	05302019	5/19 consultant fees-b&p	05/30/2019	316.25	.00	316.25	49539	06/06/2019
	Total 2709:				316.25	.00	316.25		
2729	Conoco Fleet	59524502	5/19 fuel-admin	05/31/2019	6.95	.00	6.95	49598	06/19/2019
		59524502	5/19 fuel-admin	05/31/2019	186.79	.00	186.79	49598	06/19/2019
		59524502	5/19 fuel-ps	05/31/2019	1,772.38	.00	1,772.38	49598	06/19/2019
		59524502	5/19 fuel-pks	05/31/2019	1,148.94	.00	1,148.94	49598	06/19/2019
		59524502	5/19 fuel-sts	05/31/2019	533.29	.00	533.29	49598	06/19/2019
		59524502	5/19 fuel-wtr	05/31/2019	491.44	.00	491.44	49598	06/19/2019
		59524502	5/19 fuel-w/water	05/31/2019	377.79	.00	377.79	49598	06/19/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2729:					4,517.58	.00	4,517.58		
2749	Consolidated Electrical Dist	4983-635586	gfi outlets-pks	05/29/2019	38.52	.00	38.52	49599	06/19/2019
		4983-635885	parts for grit pump-w/wtr	05/31/2019	23.28	.00	23.28	49599	06/19/2019
Total 2749:					61.80	.00	61.80		
2893	CPS Distributors, Inc	02947156-00	irrigation repair part for pon	05/21/2019	4.71	.00	4.71	49540	06/06/2019
		02951637-00	irrigation controller station	05/21/2019	264.00	.00	264.00	49540	06/06/2019
		02951637-00	spare decoder & controller	05/23/2019	250.87	.00	250.87	49540	06/06/2019
		02960031-00	plumbing parts-wtr	05/21/2019	187.68	.00	187.68	49540	06/06/2019
		02962833-00	irrigation parts-pks	05/23/2019	283.65	.00	283.65	49540	06/06/2019
		02965891-00	irrigation multitool-pks	05/28/2019	36.12	.00	36.12	49540	06/06/2019
		02965891-00	irrigation valve, controller, r	05/28/2019	265.80	.00	265.80	49540	06/06/2019
		02980991-00	irrigation supplies-pks	06/07/2019	447.49	.00	447.49	49600	06/19/2019
Total 2893:					1,740.32	.00	1,740.32		
3009	CT Electric & Automation,	15098	lift station repairs-w/wtr	06/07/2019	170.00	.00	170.00	49601	06/19/2019
		15098	lift station repairs-w/wtr	06/07/2019	255.00	.00	255.00	49601	06/19/2019
Total 3009:					425.00	.00	425.00		
3425	Dodson Engineered Produ	243145	pipe fittings-m&o distr-wtr	06/06/2019	127.46	.00	127.46	49602	06/19/2019
		243146	parts for digester pump-w/	06/06/2019	183.35	.00	183.35	49602	06/19/2019
		243253	parts for digester pump-w/	06/07/2019	329.82	.00	329.82	49602	06/19/2019
Total 3425:					640.63	.00	640.63		
3529	DPC Industries, Inc.	737001950-1	chlorine-water	05/29/2019	763.30	.00	763.30	49603	06/19/2019
		737002062-1	replacement parts for chlori	05/23/2019	762.25	.00	762.25	49603	06/19/2019
		DE73000515	chlorine demurrage-wtr	05/31/2019	70.00	.00	70.00	49603	06/19/2019
Total 3529:					1,595.55	.00	1,595.55		
3665	Earth-Wise Horticultural, In	74969	tree spray-BDP-pks	06/06/2019	130.00	.00	130.00	49604	06/19/2019
		74970	tree spray-GR park-pks	06/06/2019	140.00	.00	140.00	49604	06/19/2019
Total 3665:					270.00	.00	270.00		
3685	Econo Sign & Barricade, L	10-952953	signs-sts	05/21/2019	141.69	.00	141.69	49541	06/06/2019
Total 3685:					141.69	.00	141.69		
3817	Ennis-Flint, Inc	234971	thermo plastic crosswalks-	05/29/2019	754.11	.00	754.11	49542	06/06/2019
Total 3817:					754.11	.00	754.11		
3825	Environmental Process Co	7760	6/19 contract plant operato	06/01/2019	1,450.00	.00	1,450.00	49544	06/06/2019
Total 3825:					1,450.00	.00	1,450.00		
3881	Esteban Gomez, Patricia	MAY 2019	park rental refund due to c	05/23/2019	45.00	.00	45.00	49545	06/06/2019
Total 3881:					45.00	.00	45.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
3925	Executech Utah, Inc	131584	4/19 exchange hosting, fire	04/30/2019	124.05	.00	124.05	49546	06/06/2019
		131584	4/19 exchange hosting, fire	04/30/2019	147.75	.00	147.75	49546	06/06/2019
		131584	4/19 exchange hosting, fire	04/30/2019	133.81	.00	133.81	49546	06/06/2019
		131584	4/19 exchange hosting, fire	04/30/2019	140.78	.00	140.78	49546	06/06/2019
		131584	4/19 exchange hosting, fire	04/30/2019	124.05	.00	124.05	49546	06/06/2019
		131584	4/19 exchange hosting, fire	04/30/2019	150.53	.00	150.53	49546	06/06/2019
		131584	4/19 exchange hosting, fire	04/30/2019	287.13	.00	287.13	49546	06/06/2019
		131584	4/19 exchange hosting, fire	04/30/2019	285.74	.00	285.74	49546	06/06/2019
		EXEC-61984	4/19 contract labor overage	04/30/2019	494.67	.00	494.67	49546	06/06/2019
		EXEC-61984	4/19 contract labor overage	04/30/2019	228.31	.00	228.31	49546	06/06/2019
		EXEC-61984	4/19 contract labor overage	04/30/2019	342.46	.00	342.46	49546	06/06/2019
		EXEC-61984	4/19 contract labor overage	04/30/2019	209.28	.00	209.28	49546	06/06/2019
		EXEC-61984	4/19 contract labor overage	04/30/2019	19.03	.00	19.03	49546	06/06/2019
		EXEC-62436	4/19 email, backup, etc-b&	04/30/2019	121.49	.00	121.49	49546	06/06/2019
		EXEC-62436	4/19 email, backup,etc-ad	04/30/2019	144.69	.00	144.69	49546	06/06/2019
		EXEC-62436	4/19 email, backup, etc-ps	04/30/2019	131.04	.00	131.04	49546	06/06/2019
		EXEC-62436	4/19 email, backup, etc-rec	04/30/2019	137.87	.00	137.87	49546	06/06/2019
		EXEC-62436	4/19 backup,email, etc-pks	04/30/2019	121.49	.00	121.49	49546	06/06/2019
		EXEC-62436	4/19 backup,emial, etc-sts	04/30/2019	147.42	.00	147.42	49546	06/06/2019
		EXEC-62436	4/19 email, backup, etc-wtr	04/30/2019	281.19	.00	281.19	49546	06/06/2019
		EXEC-62436	4/19 email, backup, etc-w/	04/30/2019	279.81	.00	279.81	49546	06/06/2019
Total 3925:					4,052.59	.00	4,052.59		
3953	Family Support Registry	06072019-A	Remittance ID 15120108 R	06/07/2019	142.61	.00	142.61	49547	06/06/2019
		06072019-B	Remittance ID 12733887 M	06/07/2019	234.00	.00	234.00	49547	06/06/2019
		06212019-A	Remittance ID 15120108 R	06/19/2019	142.61	.00	142.61	49605	06/19/2019
		06212019-B	Remittance ID 12733887 M	06/19/2019	234.00	.00	234.00	49605	06/19/2019
Total 3953:					753.22	.00	753.22		
4073	First String	11405	T-shirts for b-ball camp-rec	06/03/2019	341.25	.00	341.25	49548	06/06/2019
		11466	basketball camp-rec	06/14/2019	175.50	.00	175.50	49606	06/19/2019
Total 4073:					516.75	.00	516.75		
4089	Flag Resources Inc.	4911	road base stock shop-sts	05/31/2019	426.27	.00	426.27	49607	06/19/2019
Total 4089:					426.27	.00	426.27		
4253	Freedom Mailing Service, I	36069	insert newsletters-admin	06/04/2019	22.50	.00	22.50	49608	06/19/2019
		36069	5/19 utility bills-water	06/04/2019	280.38	.00	280.38	49608	06/19/2019
		36069	5/19 utility bills-trash	06/04/2019	83.00	.00	83.00	49608	06/19/2019
		36069	5/19 utility bills-w/water	06/04/2019	280.37	.00	280.37	49608	06/19/2019
Total 4253:					666.25	.00	666.25		
4341	Galls,LLC	012775060	uniform-ps	05/21/2019	16.27	.00	16.27	49549	06/06/2019
		012808167	duty belt equip-ps	05/24/2019	45.99	.00	45.99	49549	06/06/2019
Total 4341:					62.26	.00	62.26		
4377	Garcia, Samuel & Leticia	JUNE 2019	6/19 parking lot rent-eco de	06/01/2019	500.00	.00	500.00	49550	06/06/2019
Total 4377:					500.00	.00	500.00		
4469	Garfield County-Human Se	SRPROG-20	2019 senior meals	05/29/2019	902.81	.00	902.81	49551	06/06/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 4469:					902.81	.00	902.81		
4697	Glenwood Springs, City of	547040	sludge hauling-w/wtr	05/20/2019	272.50	.00	272.50	49552	06/06/2019
		547059	sludge hauling-w/wtr	05/20/2019	259.19	.00	259.19	49552	06/06/2019
		547092	sludge hauling-w/wtr	05/20/2019	278.14	.00	278.14	49552	06/06/2019
		547116	sludge hauling-w/wtr	05/20/2019	266.86	.00	266.86	49552	06/06/2019
		547138	sludge hauling-w/wtr	05/20/2019	267.26	.00	267.26	49552	06/06/2019
		547329	sludge hauling-w/wtr	05/23/2019	239.04	.00	239.04	49552	06/06/2019
		547520	sludge hauling-w/wtr	05/24/2019	249.92	.00	249.92	49552	06/06/2019
		547540	sludge hauling-w/wtr	05/24/2019	210.42	.00	210.42	49552	06/06/2019
		547807	sludge hauling-w/wtr	05/28/2019	246.30	.00	246.30	49552	06/06/2019
		547852	sludge hauling-w/wtr	05/28/2019	266.04	.00	266.04	49552	06/06/2019
		547868	sludge hauling-w/wtr	05/28/2019	224.13	.00	224.13	49552	06/06/2019
		547932	sludge hauling-w/wtr	05/29/2019	226.55	.00	226.55	49552	06/06/2019
		547961	sludge hauling-w/wtr	05/29/2019	246.70	.00	246.70	49552	06/06/2019
		548000	sludge hauling-w/wtr	05/29/2019	310.39	.00	310.39	49552	06/06/2019
		549083	sludge hauling-w/wtr	06/07/2019	195.10	.00	195.10	49610	06/19/2019
		549100	sludge hauling-w/wtr	06/07/2019	217.27	.00	217.27	49610	06/19/2019
		549111	sludge hauling-w/wtr	06/07/2019	199.93	.00	199.93	49610	06/19/2019
		549133	sludge hauling-w/wtr	06/07/2019	214.86	.00	214.86	49610	06/19/2019
		549156	sludge hauling-w/wtr	06/07/2019	205.99	.00	205.99	49610	06/19/2019
Total 4697:					4,596.59	.00	4,596.59		
4795	Gonzales, Hilda Lorena	06062019	com ctr damage dep refun	06/06/2019	200.00	.00	200.00	49553	06/06/2019
Total 4795:					200.00	.00	200.00		
4877	Grand Junction Pipe	1003918	irrigation part repair-pks	05/28/2019	9.02	.00	9.02	49554	06/06/2019
Total 4877:					9.02	.00	9.02		
5001	Guccini, Debra	2ND QTR 20	Apr-June 2019 cell phone r	06/05/2019	30.00	.00	30.00	49555	06/06/2019
Total 5001:					30.00	.00	30.00		
5633	Impressions of Aspen Inc.	28607	ofc supplies-b&p	05/22/2019	34.99	.00	34.99	49556	06/06/2019
		28607	ofc supplies-admin	05/22/2019	41.09	.00	41.09	49556	06/06/2019
		28607	ofc supplies-town maint	05/22/2019	22.50	.00	22.50	49556	06/06/2019
		28608	ofc supplies-b&p	05/22/2019	16.06	.00	16.06	49556	06/06/2019
		28608	ofc supplies-admin	05/22/2019	16.06	.00	16.06	49556	06/06/2019
Total 5633:					130.70	.00	130.70		
5681	Innermountain Dist. Co.	495245	DHD food trays-pks	06/11/2019	35.85	.00	35.85	49612	06/19/2019
Total 5681:					35.85	.00	35.85		
5849	Jeans Printing	190968	programs-LaRue's svc-spe	06/07/2019	114.51	.00	114.51	49613	06/19/2019
Total 5849:					114.51	.00	114.51		
5913	John Cutler & Associates	2018-1	2018 audit field work-b&p	05/31/2019	612.00	.00	612.00	49558	06/06/2019
		2018-1	2018 audit field work-ps	05/31/2019	468.00	.00	468.00	49558	06/06/2019
		2018-1	2018 audit field work-pks	05/31/2019	600.00	.00	600.00	49558	06/06/2019
		2018-1	2018 audit field work-water	05/31/2019	2,640.00	.00	2,640.00	49558	06/06/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		2018-1	2018 audit field work-w/wat	05/31/2019	1,680.00	.00	1,680.00	49558	06/06/2019
	Total 5913:				6,000.00	.00	6,000.00		
6037	Karp, Neu, Hanlon, P.C.	17836	5/19 legal svcs-wtr	06/04/2019	329.93	.00	329.93	49614	06/19/2019
		17837	5/19 general legal svcs-wtr	06/04/2019	62.50	.00	62.50	49614	06/19/2019
	Total 6037:				392.43	.00	392.43		
6175	Klein, Craig	06062019	reimb for sprayer hose-pks	06/06/2019	65.15	.00	65.15	49559	06/06/2019
	Total 6175:				65.15	.00	65.15		
6425	Law Office of Angela Roff,	2405	prosecutor svcs-Mar-May 2	05/31/2019	2,716.00	.00	2,716.00	49560	06/06/2019
	Total 6425:				2,716.00	.00	2,716.00		
7009	Maurer Miller, Amanda	126	6/19 judge fee-court	06/10/2019	800.00	.00	800.00	49616	06/19/2019
	Total 7009:				800.00	.00	800.00		
7075	McDaniel, Georgiann	06062019	Naturally Powered by Plant	06/06/2019	144.00	.00	144.00	49617	06/19/2019
		MAY 2019	5/1-5/31/19 advanced belly	05/31/2019	179.20	.00	179.20	49561	06/06/2019
	Total 7075:				323.20	.00	323.20		
7109	MCHD Regional Lab	1645-19	bac-t test-water	06/04/2019	22.00	.00	22.00	49618	06/19/2019
		1649-19	bac-t test-water	06/04/2019	20.00	.00	20.00	49618	06/19/2019
		1650-19	bac-t test-water	06/04/2019	20.00	.00	20.00	49618	06/19/2019
		1651-19	bac-t test-water	06/04/2019	20.00	.00	20.00	49618	06/19/2019
		1652-19	bac-t test-water	06/04/2019	20.00	.00	20.00	49618	06/19/2019
	Total 7109:				102.00	.00	102.00		
7633	Mountain View Tree Farm	36214	trees-Bear Dance Park-FM	06/06/2019	5,093.00	.00	5,093.00	49620	06/19/2019
	Total 7633:				5,093.00	.00	5,093.00		
7637	Mountain Waste & Recycli	1769675	5/19 t/h trash	06/01/2019	31.00	.00	31.00	49621	06/19/2019
		1769675	5/19 comm ctr trash	06/01/2019	105.00	.00	105.00	49621	06/19/2019
		1769675	5/19 porta jons-pks	06/01/2019	1,106.15	.00	1,106.15	49621	06/19/2019
		1769675	5/19 pwf trash	06/01/2019	283.50	.00	283.50	49621	06/19/2019
		1769675	5/19 w/wtr trash	06/01/2019	105.00	.00	105.00	49621	06/19/2019
		1776813	5/19 trash service	05/31/2019	26,687.24	.00	26,687.24	49562	06/06/2019
	Total 7637:				28,317.89	.00	28,317.89		
7717	Municipal Code Corporatio	00327294	new website-admin	05/13/2019	2,300.00	.00	2,300.00	49563	06/06/2019
	Total 7717:				2,300.00	.00	2,300.00		
7949	New Castle Gardens, LLC	10885	downtown hanging baskets	06/04/2019	1,499.96	.00	1,499.96	49564	06/06/2019
	Total 7949:				1,499.96	.00	1,499.96		
8041	Nichols, Debbie	JUNE 2019	6/19 cell phone reimb-admi	06/01/2019	30.00	.00	30.00	49565	06/06/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 8041:					30.00	.00	30.00		
8357	Paper Wise	737707	doc shredding-admin	06/07/2019	40.00	.00	40.00	49622	06/19/2019
		737791	document shredding-ps	06/06/2019	50.00	.00	50.00	49622	06/19/2019
Total 8357:					90.00	.00	90.00		
8413	Patterson, Jamie	651259	uniform alterations-ps	05/29/2019	11.50	.00	11.50	49566	06/06/2019
Total 8413:					11.50	.00	11.50		
8609	Pinnacol Assurance	19587025	workers comp ins-bldg/plan	06/10/2019	125.89	.00	125.89	49623	06/19/2019
		19587025	workers comp ins-admin	06/10/2019	265.03	.00	265.03	49623	06/19/2019
		19587025	workers comp ins-ps	06/10/2019	1,298.64	.00	1,298.64	49623	06/19/2019
		19587025	workers comp ins-town mai	06/10/2019	13.25	.00	13.25	49623	06/19/2019
		19587025	workers comp ins-rec	06/10/2019	284.91	.00	284.91	49623	06/19/2019
		19587025	workers comp ins-pks	06/10/2019	499.98	.00	499.98	49623	06/19/2019
		19587025	workers comp ins-sts	06/10/2019	616.19	.00	616.19	49623	06/19/2019
		19587025	workers comp ins-water	06/10/2019	847.69	.00	847.69	49623	06/19/2019
		19587025	workers comp ins-w/water	06/10/2019	686.42	.00	686.42	49623	06/19/2019
Total 8609:					4,638.00	.00	4,638.00		
8641	Pitney Bowes - Purchase P	8135-5.24.19	postage-b&p	05/24/2019	1.00	.00	1.00	49624	06/19/2019
		8135-5.24.19	postage-admin	05/24/2019	23.00	.00	23.00	49624	06/19/2019
		8135-5.24.19	postage-ps	05/24/2019	3.00	.00	3.00	49624	06/19/2019
		8135-5.24.19	postage-muni ct	05/24/2019	11.30	.00	11.30	49624	06/19/2019
		8135-5.24.19	postage-rec ctr	05/24/2019	28.65	.00	28.65	49624	06/19/2019
		8135-5.24.19	postage-sts	05/24/2019	28.65	.00	28.65	49624	06/19/2019
		8135-5.24.19	postage-wtr	05/24/2019	27.20	.00	27.20	49624	06/19/2019
		8135-5.24.19	postage-w/wtr	05/24/2019	27.20	.00	27.20	49624	06/19/2019
Total 8641:					150.00	.00	150.00		
8697	Polydyne Inc.	1356077	poly-w/wtr	05/29/2019	2,310.12	.00	2,310.12	49567	06/06/2019
Total 8697:					2,310.12	.00	2,310.12		
8893	Psychological Resources	1904202	officer psyc testing- ps	06/06/2019	135.00	.00	135.00	49625	06/19/2019
Total 8893:					135.00	.00	135.00		
9249	Ricoh USA, Inc.	5056793291	copies - ps	06/01/2019	53.39	.00	53.39	49626	06/19/2019
Total 9249:					53.39	.00	53.39		
9253	Riddile, Art	MAY 2019	5/19 mileage reimb-admin	05/31/2019	136.88	.00	136.88	49568	06/06/2019
Total 9253:					136.88	.00	136.88		
9345	Riffe, City of	MAY 2019	5/19 senior meals	05/31/2019	63.80	.00	63.80	49627	06/19/2019
Total 9345:					63.80	.00	63.80		
10105	Sherwin-Williams Co.	5892-0	curb paint-sts	05/29/2019	260.10	.00	260.10	49569	06/06/2019
		8310-3	Paint sprayer parts-sts	05/30/2019	103.55	.00	103.55	49569	06/06/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 10105:					363.65	.00	363.65		
10813	TASC	IN1521681	6/19 cafe plan-admin	05/22/2019	82.62	.00	82.62	49571	06/06/2019
Total 10813:					82.62	.00	82.62		
10981	Timber Line Elect. & Contr	3656	alarm call out problems at	05/21/2019	350.00	.00	350.00	49572	06/06/2019
		3747	troubleshoot valve on filter	06/06/2019	624.40	.00	624.40	49629	06/19/2019
Total 10981:					974.40	.00	974.40		
11049	Tom's Carpet Care & Rest	5350	carpet cleaning town apt#1	06/06/2019	175.38	.00	175.38	49630	06/19/2019
Total 11049:					175.38	.00	175.38		
11285	Upper Case Printing, Ink	14501	6/19 newsletter-admin	05/24/2019	543.95	.00	543.95	49573	06/06/2019
Total 11285:					543.95	.00	543.95		
11321	USA Bluebook	896837	lab tests-wtr	05/15/2019	101.50	.00	101.50	49574	06/06/2019
		904528	dechloro ascorbic acid-wtr	05/23/2019	641.57	.00	641.57	49574	06/06/2019
Total 11321:					743.07	.00	743.07		
11345	Utility Notification Center-C	219050702	5/19 utility locates-water	05/31/2019	46.86	.00	46.86	49575	06/06/2019
Total 11345:					46.86	.00	46.86		
11493	Verizon Wireless	9831393937	6/19 cell phones-b&p	06/03/2019	52.57	.00	52.57	49631	06/19/2019
		9831393937	6/19 cell phones-admin	06/03/2019	105.14	.00	105.14	49631	06/19/2019
		9831393937	6/19 cell phones-ps	06/03/2019	473.13	.00	473.13	49631	06/19/2019
		9831393937	6/19 cell phones-rec	06/03/2019	88.75	.00	88.75	49631	06/19/2019
		9831393937	6/19 cell phones-pks	06/03/2019	88.75	.00	88.75	49631	06/19/2019
		9831393937	6/19 cell phones-sts	06/03/2019	122.67	.00	122.67	49631	06/19/2019
		9831393937	6/19 cell phones-water	06/03/2019	149.48	.00	149.48	49631	06/19/2019
		9831393937	6/19 cell phones-w/water	06/03/2019	214.15	.00	214.15	49631	06/19/2019
Total 11493:					1,294.64	.00	1,294.64		
11581	Wade, Tom	06092019	brake repair inspect-ps	06/09/2019	90.00	.00	90.00	49632	06/19/2019
Total 11581:					90.00	.00	90.00		
11585	Wagner Equipment Co.	P55C014708	backhoe part-sts	06/05/2019	54.94	.00	54.94	49633	06/19/2019
Total 11585:					54.94	.00	54.94		
11645	Wanco, Inc	31321	message board repair part	05/30/2019	69.00	.00	69.00	49576	06/06/2019
		31826	repair LED character for m	06/10/2019	245.00	.00	245.00	49634	06/19/2019
Total 11645:					314.00	.00	314.00		
11721	Water Technology Group	5451437	motor for grit pump-w/wtr	05/06/2019	1,780.00	.00	1,780.00	49577	06/06/2019
Total 11721:					1,780.00	.00	1,780.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
11787	Wells Fargo Vendor	102165874	copier lease-ps	05/24/2019	112.69	.00	112.69	49578	06/06/2019
Total 11787:					112.69	.00	112.69		
11965	White, Stephen L.	06172019	5/31-6/17/19-fall soccer pro	06/17/2019	1,260.00	.00	1,260.00	49635	06/19/2019
		MAY 2019	5/4-5/30/19 soccer prog 80	05/31/2019	56.00	.00	56.00	49579	06/06/2019
Total 11965:					1,316.00	.00	1,316.00		
12185	XCel Energy	5284-5 - 5/19	5/19 apt #115 electric	05/17/2019	31.40	.00	31.40	49580	06/06/2019
		5285-6 5/19	5/19 apt #112 electric	05/17/2019	29.03	.00	29.03	49580	06/06/2019
		53-1025287-	5/19 utilities- admin	05/23/2019	72.79	.00	72.79	49580	06/06/2019
		53-1025287-	5/19 utilities-rec	05/23/2019	210.51	.00	210.51	49580	06/06/2019
		53-1025287-	5/19 utilities-pks	05/23/2019	156.00	.00	156.00	49580	06/06/2019
		53-1025287-	5/19 utilities-sts	05/23/2019	145.56	.00	145.56	49580	06/06/2019
		53-1025287-	5/19 elec-street lights-sts	05/23/2019	3,825.83	.00	3,825.83	49580	06/06/2019
		53-1025287-	5/19 utilities-water admin	05/23/2019	72.79	.00	72.79	49580	06/06/2019
		53-1025287-	5/19 utilities-wtr oper	05/23/2019	3,459.04	.00	3,459.04	49580	06/06/2019
		53-1025287-	5/19 utilities-raw water	05/23/2019	1,587.07	.00	1,587.07	49580	06/06/2019
		53-1025287-	5/19 utilities-w/wtr admin	05/23/2019	72.79	.00	72.79	49580	06/06/2019
		53-1025287-	5/19 utilities-w/wtr	05/23/2019	6,679.90	.00	6,679.90	49580	06/06/2019
		53-1025287-	5/19 utilities-w/wtr south	05/23/2019	114.82	.00	114.82	49580	06/06/2019
Total 12185:					16,457.53	.00	16,457.53		
12189	Xerox Corporation	097103572	copier lease & copies-b&p	06/01/2019	85.37	.00	85.37	49636	06/19/2019
		097103572	copier lease & copies-admi	06/01/2019	85.41	.00	85.41	49636	06/19/2019
		097103572	copier lease & copies-rec	06/01/2019	85.37	.00	85.37	49636	06/19/2019
		097103572	copier lease & copies-wtr	06/01/2019	85.37	.00	85.37	49636	06/19/2019
		097103572	copier lease & copies-w/wa	06/01/2019	85.37	.00	85.37	49636	06/19/2019
Total 12189:					426.89	.00	426.89		
12193	Xpress Bill Pay	40393	5/19 eft cc fees-wtr	06/01/2019	247.12	.00	247.12	6052019	06/05/2019
		40393	5/19 eft cc fees-w/wtr	06/01/2019	247.13	.00	247.13	6052019	06/05/2019
Total 12193:					494.25	.00	494.25		
12195	Xylem Water Solutions US	3556A68869	FMLD UV Light Grant-sub	05/21/2019	12,900.00	.00	12,900.00	49581	06/06/2019
Total 12195:					12,900.00	.00	12,900.00		
12213	YipTel, LLC	8199190601	6/19 phone svc-admin	06/01/2019	188.24	.00	188.24	49582	06/06/2019
		8199190601	6/19 phone svc-ps	06/01/2019	143.51	.00	143.51	49582	06/06/2019
		8199190601	6/19 phone svc-rec	06/01/2019	85.12	.00	85.12	49582	06/06/2019
		8199190601	6/19 phone svc-pks	06/01/2019	68.37	.00	68.37	49582	06/06/2019
		8199190601	6/19 phone svc-sts	06/01/2019	68.37	.00	68.37	49582	06/06/2019
		8199190601	6/19 phone svc-water	06/01/2019	260.77	.00	260.77	49582	06/06/2019
		8199190601	6/19 phone svc-w/water	06/01/2019	260.77	.00	260.77	49582	06/06/2019
Total 12213:					1,075.15	.00	1,075.15		
12233	Your Parts Haus	537018	battery for rec truck-rec	05/22/2019	158.77	.00	158.77	49583	06/06/2019
		538538	Jacobsen hydraulic hose-p	06/06/2019	90.41	.00	90.41	49637	06/19/2019
		538664	case windshield fluid-pks	06/07/2019	17.94	.00	17.94	49637	06/19/2019
		538664	hydraulic fluid for Jacobsen	06/07/2019	53.77	.00	53.77	49637	06/19/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 12233:					320.89	.00	320.89		
12293	Zep Sales & Service	9004306149	shop supplies-pks	06/03/2019	249.36	.00	249.36	49638	06/19/2019
		9004306149	shop supplies-sts	06/03/2019	249.36	.00	249.36	49638	06/19/2019
Total 12293:					498.72	.00	498.72		
12334	Inky Hands Studio	MAY 2019	instructor-Paint your Pet-re	05/31/2019	72.00	.00	72.00	49557	06/06/2019
Total 12334:					72.00	.00	72.00		
12369	Enriquez, Griselda	MAY 2019	comm ctr deposit refund-ev	05/18/2019	200.00	.00	200.00	49543	06/06/2019
Total 12369:					200.00	.00	200.00		
12374	ProVelocity	22819	IT support svcs-b&p	06/01/2019	191.35	.00	191.35	6032019	06/03/2019
		22819	IT support svcs-admin	06/01/2019	227.90	.00	227.90	6032019	06/03/2019
		22819	IT support svcs-ps	06/01/2019	206.40	.00	206.40	6032019	06/03/2019
		22819	IT support svcs-rec	06/01/2019	217.15	.00	217.15	6032019	06/03/2019
		22819	IT support svcs-pks	06/01/2019	191.35	.00	191.35	6032019	06/03/2019
		22819	IT support svcs-sts	06/01/2019	232.20	.00	232.20	6032019	06/03/2019
		22819	IT support svcs-wtr	06/01/2019	442.90	.00	442.90	6032019	06/03/2019
		22819	IT support svcs-w/wtr	06/01/2019	440.75	.00	440.75	6032019	06/03/2019
Total 12374:					2,150.00	.00	2,150.00		
12379	Chavez, Maria	06062019	com ctr damage dep refun	06/06/2019	200.00	.00	200.00	49536	06/06/2019
Total 12379:					200.00	.00	200.00		
12384	Storm King 14	06062019	contribution for Storm King	06/06/2019	200.00	.00	200.00	49570	06/06/2019
Total 12384:					200.00	.00	200.00		
12389	Arreguin, Rodrigo	JUNE 2019	Ritter Plaza Music 6.21-Do	06/01/2019	150.00	.00	150.00	49592	06/19/2019
Total 12389:					150.00	.00	150.00		
12394	Gerber, Hunter	JUNE 2019	Basketball camp 6.10-6.13.	06/13/2019	1,474.60	.00	1,474.60	49609	06/19/2019
Total 12394:					1,474.60	.00	1,474.60		
12399	Holiday Inn Express and S	08092019	lodging for Rides & Regga	06/19/2019	1,725.00	.00	1,725.00	49611	06/19/2019
Total 12399:					1,725.00	.00	1,725.00		
12404	Madison House LLC	08102019	Kash'd Out 8/10/19-Rides	06/19/2019	375.00	.00	375.00	49615	06/19/2019
Total 12404:					375.00	.00	375.00		
12409	Salviderez, Nida	06082019	Deposit refund comm ctr re	06/08/2019	200.00	.00	200.00	49628	06/19/2019
Total 12409:					200.00	.00	200.00		
12414	Mendoza, Bartolo	06192019	meals for training - 6/13/19	06/19/2019	11.13	.00	11.13	49619	06/19/2019
		06192019	meals for training - 6.14.19	06/19/2019	17.63	.00	17.63	49619	06/19/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 12414:					28.76	.00	28.76		
Grand Totals:					176,269.20	.00	176,269.20		

Report Criteria:

Detail report type printed
