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

Administration Department
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

Agenda
New Castle Town Council Regular Meeting 9.15.2026
September 15, 2026 at 7:00 PM

Virtual Meetings are subject to internet and technical capabilities.

To join by computer, smart phone or tablet:
https://us02web.zoom.us/j/7096588400

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

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

Call to Order

Pledge of Allegiance

Roll Call

Meeting Notice

Conflicts of Interest

Agenda Changes

Citizen Comments on Items not on the Agenda
Comments are limited to three minutes

Consultant Reports
Consultant Attorney
Consultant Engineer

Items for Consideration

A. **Consider Letters of Interest for Seat on Planning & Zoning Commission**

B. **Update – Region 10 Broadband/Fiber Optic**

C. **Consider Resolution TC2026-18 - Approving an Intergovernmental Agreement Between the Town of New Castle and Garfield County RE2 School District for School Property Sidewalk and Crosswalk Improvements**

D. **Consider Council Appointment to New Castle Affordable Housing Committee**

E. **Consider Resolution TC2026-19 – Supporting S. 5101 and H.R. P826, The Glenwood Hot Springs Protection Act**

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

Minutes

F. Minutes from 09 01 2026

Staff Reports
Town Administrator
Town Clerk
Town Treasurer
Town Planner
Public Works Director

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

POSTR

Items for Future Council Agenda

Council Comments

Adjourn

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Memorandum

To: Mayor & Council

From: David Reynolds

Re: Agenda Item: Consider Letters of Interest for a Planning and Zoning Commission Seat Appointment

Date: 09/15/2026

Purpose:

The purpose of this agenda item is to consider Letters of Interest for appointment to the New Castle Planning and Zoning Commission. The Commission currently has one vacant seat. The Town Clerk has posted notice of the vacancy and has received Letters of Interest for the position.

Town Council may review the submitted Letters of Interest, interview interested candidates and consider appointing one candidate to fill the vacancy. At its discretion, Town Council may also choose to extend the posting period and consider additional candidates before making an appointment.

Mindy Andis

From: [redacted]
Sent: Thursday, July 23, 2026 11:13 AM
To: Mindy Andis
Cc: Michelle Huster
Subject: RE: P&Z Vacancy

Good morning Mindy,

Thank you for the heads-up. I am interested in the full-time seat on the P&Z Commission, and please accept this email as my letter of interest for the term running through April 2028.

Serving on the commission has been a rewarding way to contribute to New Castle, and I would welcome the opportunity to step into the full-time seat and continue that work. Outside of P&Z, I stay closely involved in the community through the New Castle Trails committee and the RFMBA board, which keeps me engaged with the land-use, recreation, and growth questions that come before the commission.

I am available for the interview with town council on September 1. If you need anything more formal than this email, or any additional information beforehand, just let me know.

Thanks,
Trent Mahaffey

Chris Heinz
[redacted]
New Castle, CO 81647
[redacted]

September 8, 2026

Mindy Andis, Town Clerk
Town of New Castle
450 W. Main Street / PO Box 90
New Castle, CO 81647

Re: Letter of interest, Planning and Zoning Commission vacancy

Mindy,

I'd like to be considered for the open seat on the Planning and Zoning Commission.

I have lived in New Castle since 2013, and my wife [redacted] and I own the building and business [redacted].

I've noticed something downtown in the last two years. I don't have an explanation for it, but Main Street is fun right now in a way it wasn't when I moved here. There's a buzz. Sara and I are down there all the time, and it feels like a different place than it was.

Then there's the back side of town, the stretch exposed to the interstate. Lots of people pass New Castle every day, and that view is the whole town as far as they're concerned. It also looks about the same as it did in 2013. I don't have the fix and I'm not going to pretend I do. But it seems like the kind of question this commission could be working through, and I'd like to help do that.

I've been at four or five P&Z meetings over the past year. The North Wildhorse project drew me in because it's at the end of my street, and I wanted to understand a zoning change happening that close to my house. Archwood is the one that got me. Once the workforce housing piece came into focus, I stopped watching as a neighbor and started paying attention to how a decision like that actually gets made. That's when I realized I do have something to contribute. I went far enough into it that I ran the market analysis myself: the closed comps, the way price per square foot falls as unit size climbs, and what New Castle's actual absorption rate for attached product has been.

Some of that interest comes from the Carter, the Habitat for Humanity project in Glenwood. I've been on the buy side of roughly eight purchases there, and I work closely with the listing agent, who is on my team. It has taught me how much harder the math on an affordable unit is than people assume from the outside, and how much work it takes for a buyer to get to the table at all.

What I'd also bring is twenty-four years in restaurants, fifteen of them as a co-owner of Grind in Glenwood and nine before that as an employee. That put me on the applicant's side of counters like this one for a long time. We put up a sign. We changed a use. We paid for a patio. I know those requirements are there for a reason. I also know what they cost on the other side of the counter, because I've paid those bills myself.

[redacted]

On how I'd serve, I'll come prepared. I'll read the packet before the meeting and bring questions that help the commission get to a decision it can stand behind.

I'm available for the interview on the 15th, and I'm happy to answer anything before then. Thank you for extending the deadline.

Chris Heinz

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Memorandum

To: Mayor & Council

From: David Reynolds

Re: Agenda Item: Regional Broadband Update – Region 10 Corey Bryndal

Date: 09/01/2026

Purpose:

The purpose of this agenda item is to provide time for the Regional Broadband Director Corey Bryndal to update Town Council on what may be happening in our area concerning the possibilities for expansion of a fiber broadband network.

Working for Region 10, Corey has had the opportunity to help steer Broadband Projects throughout many parts of the state. In 2021 Garfield County entered into a partnership with the nonprofit Region 10 organization and CDOT to successfully obtain funding from DOLA to establish middle-mile infrastructure along the interstate corridor. As part of this project Garfield County was able to construct and connect Carrier Neutral Locations (CNL's) in several area towns to a growing network of high-speed fiber optic cables that run along I-70. The Town of New Castle was outfitted with a middle-mile CNL in preparation for future last-mile expansion of broadband throughout Garfield County.

https://region10.net/

https://www.garfieldcountyco.gov/news/county-partnership-aims-to-further-broadband-goals/

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Memorandum

To: Mayor & Council

From: David Reynolds

Re: Agenda Item: Consider IGA with Garfield County RE-2 School District

Date: 08/18/2026

Purpose:

The purpose of this agenda item is to consider an Intergovernmental Agreement (IGA) with Garfield County RE-2 School District. As Council may recall, the Town has partnered with LoVa and RE-2 to submit a grant application to RFTA for the design and construction of a sidewalk section that will extend from the west side of the Elk Creek Pedestrian Bridge on Main Street to the west side of the Elk Creek Elementary School entry area. As part of the grant requirements, the IGA for Council consideration identifies the various Town, LoVa, and School District responsibilities should the RFTA Grant Application be approved. Council may consider the IGA as is, make suggested changes, or direct staff to work with RE-2 to complete an acceptable IGA.

See attached IGA.

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2026-18

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A(N) INTERGOVERNMENTAL AGREEMENT WITH THE GARFIELD COUNTY RE-2 SCHOOL DISTRICT FOR SCHOOL PROPERTY SIDEWALK AND CROSSWALK IMPROVEMENTS.

WHEREAS, the Town of New Castle (the “Town”) is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and New Castle Home Rule Charter (the “Charter”); and

WHEREAS, the Garfield County RE-2 School District (the “School District”) is a Colorado school district that owns and operates the Elk Creek Elementary School Campus (“ECE”) located within the Town; and

WHEREAS, the Town and the School District recognize the importance of improving pedestrian connectivity, safety, and accessibility for students, families, staff, and the surrounding community; and

WHEREAS, the Town desires to enter into an intergovernmental agreement (“IGA”) with the School District to partner on the construction of an approximately seven-hundred-foot (700’) long by ten-foot (10’) wide concrete sidewalk located entirely on School District property at ECE (the “Sidewalk Project”), together with two associated crosswalk lights located on Town property; and

WHEREAS, the Town, as a member of the Roaring Fork Transportation Authority (“RFTA”), has applied for grant funding from RFTA for the Sidewalk Project and associated pedestrian safety improvements (the “RFTA Grant”), which is a reimbursement grant requiring a fifty percent (50%) cash match; and

WHEREAS, under the IGA, the Town will act as the applicant and fiscal agent for the RFTA Grant and will be responsible for the purchase, financing, installation, and maintenance of the two crosswalk lights located on Town property; and

WHEREAS, under the IGA, the School District will manage and oversee the engineering, permitting, bidding, construction, and initial financing of the sidewalk portion on School District property, and will retain ownership and responsibility for the maintenance and operation of the sidewalk following its completion; and

WHEREAS, LoVa has committed Two Hundred Five Thousand Dollars ($205,000) in private match funding to the School District to support eligible Sidewalk Project expenses, including engineering, permitting, and construction costs; and

WHEREAS, the Town and the School District are authorized and encouraged to cooperate with each other to make the most efficient use of their powers and responsibilities as acknowledged in Colo. Const. art XIV, § 18(2) (a)-(c) and art. XI, § 2, and C.R.S. § 29-1-201; and

WHEREAS, Section 14.4 of the Charter requires that all IGAs be approved by ordinance or resolution; and

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

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

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Town Council.

2. Approval. The Town Council hereby approves the IGA attached hereto as Exhibit A and authorizes the Mayor and Town Clerk to execute the same.

3. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no manner affect any remaining provision of this Resolution.

4. Effective Date. The effective date of this Resolution shall be immediately upon adoption.

INTRODUCED, PASSED, AND ADOPTED by a vote of ___ to ___ at a regular meeting of the New Castle Town Council held on September 15, 2026.

TOWN OF NEW CASTLE TOWN COUNCIL

____
Grady Hazelton, Mayor

ATTEST:

____
Mandy Andis, Town Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF NEW CASTLE AND GARFIELD COUNTY RE-2 SCHOOL DISTRICT FOR SCHOOL PROPERTY SIDEWALK AND CROSSWALK IMPROVEMENTS

This Intergovernmental Agreement ("Agreement" or "IGA") is entered into by and between the Town of New Castle, a Colorado home rule municipality ("Town"), and Garfield County RE-2 School District, a Colorado School District ("School District"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Town and the School District recognize the importance of improving pedestrian connectivity, safety, and accessibility for students, families, staff, and the surrounding community; and

WHEREAS, the Town and the School District desire to partner on the construction of an approximately seven-hundred-foot (700') long by ten-foot (10') wide concrete sidewalk located entirely on School District property at the Elk Creek Elementary School Campus ("ECE"); and

WHEREAS, the proposed sidewalk will generally extend along the southern area of the ECE facilities, from the Colorado Department of Transportation (CDOT) connection at the eastern end to the existing School District sidewalk at the western end (the "Sidewalk Project"); and

WHEREAS, the Town, as a member of the Roaring Fork Transportation Authority (RFTA), has applied for grant funding from RFTA for the Sidewalk Project and associated pedestrian safety improvements (the "RFTA Grant"); and

WHEREAS, the RFTA Grant is a reimbursement grant requiring a fifty percent (50%) cash match; and

WHEREAS, LoVa has committed Two Hundred Five Thousand Dollars ($205,000) in private match funding to support the Sidewalk Project, including engineering, permitting, and construction costs; and

WHEREAS, the Sidewalk Project will be constructed entirely on School District property, and the School District is therefore best positioned to manage and oversee its engineering, permitting, bidding, construction, initial funding, and related activities; and

WHEREAS, two crosswalk lights associated with the Sidewalk Project will be located on Town property, and the Town is therefore best positioned to manage their purchase, financing, installation, and reimbursement; and

WHEREAS, the Parties desire to establish their respective responsibilities for the Sidewalk Project, the RFTA Grant, the associated match funding, and the crosswalk lights; and

WHEREAS, the Parties are authorized and encouraged to cooperate with each other to make the most efficient and effective use of their powers and responsibilities as acknowledged in Colo. Const. art. XIV, § 18(2) (a)-(c) and art. XI, § 2, and C.R.S. § 29-1-201; and

WHEREAS, the Parties now desire to enter into this Agreement pursuant to their respective governmental authorities and applicable provisions of Colorado law.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein as if set forth in full.

2. **Purpose.** The purpose of this Agreement is to formalize the Parties' respective responsibilities for planning, funding, engineering, permitting, construction, and completion of the Sidewalk Project and associated crosswalk lights.

3. **Project Description.** The project contemplated by this Agreement generally consists of:

   A. An approximately 700-foot-long by 10-foot-wide concrete sidewalk located entirely on School District property;
   B. A sidewalk alignment generally along the southern area of the ECE facilities, from the CDOT connection at the eastern end to the existing School District sidewalk at the western end;
   C. Two associated crosswalk lights located on Town property; and
   D. Related engineering, permitting, bidding, construction, inspection, closeout, and grant administration activities

The final alignment, design, dimensions, materials, and scope shall be subject to applicable engineering, permitting, grant, and governmental requirements and approval by the School District and applicable governmental agencies.

4. **School District Responsibilities.** The School District shall be responsible for the following with respect to the portion of the Sidewalk Project on School District property:

   A. Engineering and Design. The School District shall procure and oversee engineering and design services that are reasonably necessary for the Sidewalk Project, including plans, specifications, cost estimates, and other technical documents required for approvals and construction.

   B. Permitting and Approvals. The School District shall obtain and maintain all permits, approvals, authorizations, and other governmental or regulatory approvals applicable to construction on School District property.

C. Procurement and Bidding. The School District shall procure construction services in accordance with applicable federal, state, and local procurement requirements and RFTA Grant requirements.

D. Construction. The School District shall manage and oversee and enter into contracts for construction on School District property, including contractor coordination, construction administration, inspections, and resolution of construction-related issues.

The School District shall ensure that construction is performed in accordance with approved plans, specifications, permits, applicable laws, and RFTA Grant requirements.

E. Project Management. The School District shall designate appropriate staff or consultants to manage and oversee its responsibilities under this Agreement.

The School District shall maintain documentation of project expenditures, contracts, invoices, payments, inspections, and other records that are reasonably necessary to demonstrate compliance with grant and funding requirements.

F. Temporary Financing. Because the RFTA Grant is a reimbursement grant, the School District shall temporarily finance eligible costs for the Sidewalk Project as necessary to allow the project to proceed, subject to the availability and use of the $205,000 LoVa contribution described below.

The School District shall not be required to advance funds for the Town's portion of the project, including the purchase and installation of the crosswalk lights, unless otherwise agreed to in writing by the Parties.

G. School District Property. The School District acknowledges that the Sidewalk Project is located on School District property and that the School District shall be responsible for the ongoing ownership, maintenance, repair, and operation of the sidewalk following completion of the Sidewalk Project unless otherwise agreed to in writing by the Parties.

5. **Town Responsibilities.** The Town shall be responsible for the following:

A. RFTA Grant Application. The Town shall act as the applicant for the RFTA Grant and shall submit the grant application and related documentation necessary to obtain funding for the project.

B. Fiscal Agent. The Town shall serve as Fiscal Agent for the RFTA Grant. Following project completion and submission of required grant closeout documents, the Town shall receive RFTA reimbursement funds and administer them in accordance with the grant.

C. Grant Administration and Coordination. The Town shall coordinate with the School District regarding RFTA Grant requirements, reimbursement documentation, project milestones, and closeout. The Parties shall provide information and documentation reasonably necessary to administer the grant.

D. Crosswalk Lights. The Town shall be responsible for the purchase, financing, and installation of the two crosswalk lights located on Town property. The Town shall be responsible for engineering, permitting, approvals, installation, and related costs for the crosswalk lights to the extent applicable to Town property.

E. Crosswalk Grant Reimbursement. The Town shall receive and retain RFTA reimbursement attributable to eligible crosswalk light costs.

F. Fiscal Agent and Pass-Through of School District Grant Funds. Following completion of the Sidewalk Project and satisfactory submission of all required reimbursement and closeout documentation, the Town shall act as Fiscal Agent between RFTA and the School District for the purpose of the RFTA Grant, including grant fund distributions. Upon receipt of grant funding from RFTA, the Town shall timely remit to the School District the portion attributable to eligible School District costs, subject to RFTA requirements, applicable law, and the Town's receipt of funds. The Town shall not withhold or retain such funds except as required by RFTA, applicable law, or written agreement of the Parties.

6. **LoVa Matched Funding.** The Parties acknowledge that LoVa has committed $205,000 to the School District as private match funding for the Sidewalk Project. The $205,000 contribution shall be provided to the School District and shall be used for eligible project expenses, including, but not necessarily limited to: (i) engineering and design; (ii) permitting and related approvals; (iii) initial project expenses; and (iv) eligible construction costs.

The School District shall manage and account for the LoVa contribution in accordance with applicable terms imposed by LoVa and RFTA Grant requirements. Nothing in this Agreement shall be construed as creating an obligation of the Town to provide, replace, or otherwise manage the $205,000 LoVa contribution. The Parties acknowledge that LoVa is not a party to this Agreement unless LoVa separately executes this Agreement or another written funding agreement establishing its obligations.

7. **RFTA Reimbursement.** The Parties acknowledge that the RFTA Grant is a reimbursement grant subject to a fifty percent (50%) cash match requirement.

The Parties shall cooperate to ensure that expenditures submitted for reimbursement are eligible under the RFTA Grant. Upon completion, the Parties shall jointly provide RFTA with documentation reasonably required for reimbursement and closeout, including invoices, proof of payment, contracts, project records, photographs, certifications, and other required documentation. Reimbursement is subject to RFTA's determination that expenses are eligible and that grant requirements have been satisfied.

8. **Grant Documentation and Records.** The School District shall maintain complete and accurate records for its portion of the project, including engineering costs, permits, contracts, bids, invoices, payments, construction records, and other documentation reasonably necessary for grant administration and audit purposes.

The Town shall maintain complete and accurate records concerning the RFTA Grant, including grant agreements, reimbursement requests, grant payments, and crosswalk-light documentation.

Each Party shall provide the other reasonable access to records necessary to satisfy RFTA Grant, audit, or legal requirements.

9. Breach and Notice. If either Party fails to perform its respective obligations under this Agreement, the non-breaching party shall provide thirty (30) days' notification of such breach to the breaching party's representative. If the breaching party fails to correct or remedy the breach, the non-breaching party may proceed in law or equity to seek injunctive relief, specific performance and/or damages incurred as a result of the breach.

10. **Right to Opt Out.** Either Party shall have the opportunity to decline participation in the Sidewalk Project if, in the Party's reasonable determination, circumstances arise that materially affect the Party's ability to successfully undertake or complete its responsibilities under this Agreement or the RFTA Grant.

Circumstances that may support a Party's decision to opt out include, but are not limited to:

A. Failure to obtain required state, CDOT, or other governmental approvals;
B. Conflict with required project timelines;
C. Budgetary or funding concerns;
D. Insufficient staffing capacity to adequately manage or oversee the project;
E. Unanticipated project cost estimates prior to construction, or conditions beyond the the Party's control that materially affect the Party's ability to complete the project; or
F. Changes to RFTA Grant requirements or other funding conditions that materially alter the feasibility of the project.

Either Party shall provide written notice to the other as soon as reasonably practicable after determining that it cannot proceed. Each party shall be responsible for its own costs incurred.

11. **Ownership and Maintenance.** Unless otherwise agreed in writing, the School District shall retain ownership of the sidewalk and, following completion and acceptance, be responsible for its maintenance, repair, replacement, snow and ice removal, and general upkeep.

The Town shall retain responsibility for the crosswalk lights located on Town property, including ongoing maintenance and operation, subject to applicable Town policies and funding.

12. **Changes to Project Scope.** Neither party shall materially alter the project scope, design, location, or funding structure in a manner affecting the other party's obligations without prior written agreement.

Any material change affecting RFTA Grant eligibility shall be coordinated with RFTA before implementation.

Additional work or costs outside the approved scope shall be the responsibility of the party incurring them unless otherwise agreed in writing.

13. **Cost Overruns.** Each party shall be responsible for cost overruns associated with the portion of the project for which it is responsible.

The School District shall be responsible for cost overruns associated with the Sidewalk Project on School District property, except to the extent additional funding is obtained or the Parties otherwise agree in writing.

The Town shall be responsible for cost overruns associated with the crosswalk lights on Town property, except to the extent additional funding is obtained or the Parties otherwise agree in writing.

Neither party shall be obligated to expend funds beyond those appropriated or otherwise legally available to it.

14. **Compliance with Law.** Each party shall perform its responsibilities in compliance with applicable federal, state, and local laws, regulations, grant and procurement requirements, building codes, accessibility requirements, and other governmental requirements.

The Parties shall cooperate in good faith to satisfy requirements imposed by RFTA or other governmental entities having jurisdiction over the project.

15. **No Joint Venture.** Nothing in this Agreement creates a partnership, joint venture, agency relationship, or other legal relationship between the Town and School District other than the contractual relationship expressly established herein.

Each party shall remain an independent governmental entity and shall retain all powers, duties, and responsibilities provided to it by law.

Neither party shall have authority to bind the other party without its prior written authorization.

16. **Insurance and Contractors.** Each party shall maintain insurance or self-insurance coverage required by applicable law and its policies. The School District shall require contractors performing work on School District property to maintain insurance and comply with applicable contractual requirements. The Town shall require contractors or vendors performing work

associated with the crosswalk lights on Town property to maintain insurance and comply with applicable Town requirements.

17. **Term and Termination.**

This Agreement shall become effective upon execution by both Parties and shall remain in effect until completion and closeout of the project and fulfillment of the Parties' respective obligations, unless earlier terminated in accordance with this Agreement. Termination shall not relieve either party of obligations that have accrued before the effective date of termination or obligations imposed by the RFTA Grant that survive termination.

18. **Dispute Resolution.**

The Parties shall first attempt in good faith to resolve disputes through discussions between their authorized representatives. If the representatives cannot resolve a dispute, either party may pursue remedies available under Colorado law.

19. **Notice and Representatives.** All notices required under this Agreement shall be provided in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

Town:
Town of New Castle
c/o Town Administrator
450 W. Main Street
PO Box 90
New Castle, CO 81647

School District:

Either party may change the identity of its designated representative and the address to which future notices shall be sent by providing written notice in accordance with this paragraph. Formal amendment of this Agreement to effect such change is not required.

20. **Amendment and Assignment.** This Agreement may be amended only by a written document executed by authorized representatives of both Parties. Any amendment affecting the RFTA Grant shall be subject to any required approval by RFTA. This Agreement may not be assigned by either party.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter addressed herein and supersedes any prior oral or written understandings concerning that subject matter.

22. **Severability.** Should any provision of this Agreement be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that

the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this Agreement.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

24. **No Third-Party Beneficiaries.** Except for the rights of RFTA or other governmental entities expressly established by applicable grant requirements, this Agreement is intended solely for the benefit of the Town and School District and does not create rights in any third party.

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures may be used to execute this Agreement to the extent permitted by applicable law.

26. **Appropriation of Funds.** No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the Parties to make any payment in any year in excess of amounts budgeted and appropriated for such year; ii) as creating a debt, multiple fiscal year direct or indirect debt, or other financial obligations whatsoever within the meaning of Article X, Section 16 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provisions; or iii) as a donation or grant by the Parties to or in aid of any person, company, or corporation under applicable Colorado law. All fiscal or monetary obligations of the Parties under this Agreement are subject to and contingent upon annual budgeting and appropriation, and nothing herein shall be construed to directly or indirectly obligate either Party to make payment in any year in excess of amounts budgeted and appropriated for such year. Should either Party fail to appropriate the sums required by this Agreement, the other Party may declare a default and terminate this Agreement unless the defaulting Party cures the default within 30 days after written notice.

27. **Governmental Immunity.**

No term of this Agreement shall be construed as a waiver, or partial waiver, by either Party of any portion of the Colorado Governmental Immunity Act (“CGIA”), C.R.S. § 24-10-101, et seq.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the dates set forth below.

TOWN OF NEW CASTLE

By: ____________________________________

Name: __________________________________

Title: ___________________________________

Date: ___________________________________

ATTEST:

____
Town Clerk

GARFIELD COUNTY RE-2 SCHOOL DISTRICT

By: ____________________________________

Name: __________________________________

Title: ___________________________________

Date: ___________________________________

ATTEST:

____
Secretary/Clerk of the Board

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

Memorandum

To: Mayor & Council

From: David Reynolds

Re: Agenda Item: Affordable Housing Committee Appointments

Date: 09/15/2026

Purpose:

The purpose of this agenda item is to discuss the creation of an Affordable Housing Committee and, if Council wishes to proceed, consider Council appointments to the committee.

Over the past several years, the Town has approved three land use development applications that included some form of affordable housing requirement or commitment. These include both rental housing programs and deed-restricted housing. As these developments move forward and become occupied, staff and Council recognize the need to further define how these affordable housing components will be administered, monitored, and maintained over the long term.

An Affordable Housing Committee could provide a forum for Council, and staff to work through these issues and develop consistent policies and procedures for the Town's affordable housing programs. The committee could also help establish expectations regarding eligibility, income requirements, resale restrictions, compliance, monitoring, and other administrative matters associated with affordable and deed-restricted housing.

If Council determines that establishing the committee is appropriate, Council may make appointments at this meeting or establish a process for soliciting interested from Council members.

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Memorandum

To: Mayor & Council

From: David Reynolds

Re: Agenda Item: Consider Resolution TC 2026-19

Date: 09/15/2026

Purpose:

The purpose of this agenda item is to consider support for Resolution TC 2026-19 A RESOLUTION OF NEW CASTLE TOWN COUNCIL SUPPORTING S.5101 AND H.R. 9826, THE GLENWOOD HOT SPRINGS PROTECTION ACT.

Pease see attached letter from Glenwood Springs Assistant City Attorney Richard Peterson-Cremer explaining their request for support of this issue, along with a copy of the resolution for consideration.

Karp Neu Hanlon PC
ATTORNEYS AT LAW

WWW.MOUNTAINLAWFIRM.COM

Mail to:
Glenwood Springs
201 14th Street
Suite 200
Glenwood Springs, CO 81602

Aspen
0133 Prospector Road
Suite 4102-J
Aspen, CO 81611

Basalt
200 Basalt Center
Suite 200
Basalt, CO 81621

Ridgway
565 Sherman Street
Suite 6
Ridgway, CO 81432

DATE: September 15, 2026

TO: Town of New Castle Mayor and Town Council

FROM: Richard Peterson-Cremer, Glenwood Springs Assistant City Attorney

RE: Resolution of Support for Glenwood Hot Springs Protection Act

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In July, Representative Hurd and Senators Bennet and Hickenlooper introduced H.R. 9826 and S. 5101, the Glenwood Hot Springs Protection Act (the "Act"), which will prohibit expansion of the Mid-Continent Limestone Quarry (the "Quarry") on Bureau of Land Management ("BLM") land outside of Glenwood Springs. The Quarry has been in operation since 1982 and currently operates under a 14-acre permit. In 2019 the new owner submitted an application to BLM to expand the Quarry permit to over 400 acres. The expansion proposal would essentially remove the hillside behind the Glenwood Caverns Adventure Park above Glenwood Springs, require hundreds of daily truck trips to the rail loadout, and be visible from most locations in the City. It would also potentially threaten the hot springs aquifer that supplies water to the Glenwood Hot Springs Poola and the Iron Mountain Hot Springs.

The Quarry owner continues to press for expansion, though presently at a smaller scale, that continues to threaten the hot springs and Glenwood Springs' economic engine. As a result of years of advocacy by the City, local businesses, and concerned residents, the area's Congressional representatives introduced the Act in order to block processing of any application to expand the Quarry.

The Glenwood Springs City Council has declared September 4 as "Love Glenwood Day" in partnership with the Glenwood Springs Citizens Alliance, which has additional information on the Quarry and proposals to expand it at https://loveglenwood.org/.

The City of Glenwood Springs respectfully requests that the Town of New Castle demonstrate their support for the Act by passing the resolution attached below.

TOWN OF NEW CASTLE
RESOLUTION NO. XX

A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL SUPPORTING S. 5101 AND H.R. P826, THE GLENWOOD HOT SPRINGS PROTECTION ACT

WHEREAS, the Town of New Castle is a close neighbor to Glenwood Springs, and affirms the strong cultural, social and economic ties between the two communities; and

WHEREAS, the natural hot springs resources in Glenwood Springs provide health, recreational and economic benefits to New Castle residents and businesses; and

WHEREAS, since 1982, the Mid-Continent limestone quarry has been operated in close proximity to the Glenwood Springs city limits on federal public land managed by the U.S. Bureau of Land Management; and

WHEREAS, the operator of the Mid-Continent Limestone Quarry is seeking a new mining permit with the intent of expanding to 56 acres from the current size of 16 acres; and

WHEREAS, any expansion of the mine poses a serious and irreversible risk of damage to the fragile groundwater network, which channels snowpack and rainfall downward from the Flat Tops mountains to the artesian hot springs that emerge along the Colorado River in Glenwood Springs; and

WHEREAS, the members of Congress representing the Town of New Castle – Representative Jeff Hurd, Senator Michael Bennet and Senator John Hickenlooper – recognize the unified community opposition to the mine expansion and have introduced the bi-partisan Glenwood Hot Springs Protection Act (S. 5101 and H.R. 9826) that would prohibit the U.S. Secretary of Interior from processing or approving any application to expand the federal permit for limestone mining in the vicinity of the quarry; and

WHEREAS, the Town of New Castle desires to see the Glenwood Hot Springs Protection Act enacted by Congress and passed into law.

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

1. The above recitals are hereby incorporated as findings by the Town of New Castle.

2. The Town of New Castle hereby endorses S. 5101 and H.R. 9826, the Glenwood Hot Springs Protection Act, as introduced in the 119th Congress by U.S. Rep. Jeff Hurd and U.S. Sens. Michael Bennet and John Hickenlooper.

3. The Town of New Castle further urges the respective chambers of the U.S. Congress to take up and enact the Glenwood Hot Springs Protection Act.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on September __, 2026.

TOWN OF NEW CASTLE

____
Mayor Grady Hazelton

ATTEST:

____
Town Clerk Mindy Andis, CMC

TOWN OF NEW CASTLE
RESOLUTION NO. TC 2026-19

A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL SUPPORTING S. 5101 AND H.R. P826, THE GLENWOOD HOT SPRINGS PROTECTION ACT

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3. The Town of New Castle further urges the respective chambers of the U.S. Congress to take up and enact the Glenwood Hot Springs Protection Act.

INTRODUCED, PASSED, AND ADOPTED by a vote of ___ to ___ at a regular meeting of the New Castle Town Council held on September 15, 2026.

TOWN OF NEW CASTLE

____
Mayor Grady Hazelton

ATTEST:

____
Town Clerk Mindy Andis, CMC

New Castle Town Council Regular Meeting
Tuesday, September 1, 2026, 7:00 PM

Call to Order
Mayor Art Riddile called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Roll Call

Councilor Mariscal
Councilor Leifeld
Councilor Carey
Mayor Hazelton
Councilor G Riddile
Councilor Sampley
Councilor Copeland

Absent None

Also present at the meeting were Town Clerk Mindy Andis, Administrator Dave Reynolds, Town Planner Paul Smith, Town Attorney Haley Carmer and members of the public.

Meeting Notice
Clerk Andis verified that her office gave notice of the meeting in accordance with Resolution TC 2026-1.

Conflicts of Interest
There were no conflicts of interest

Agenda Changes
There were no agenda changes

Citizen Comments on Items not on the Agenda
There were no Citizen Comments

Consultant Reports
Consultant Attorney –present for agenda items
Consultant Engineer – not present

Items for Consideration

Proclamation Recognizing Dr. Jackie Davis
Mayor Hazelton read the proclamation into the record.
Mayor Hazelton introduced Dr. Jackie Davis.

Public Hearing

Consider Ordinance TC2026-07 – An Ordinance of the New Castle Town Council Approving a Final PUD Development Plan, Final Subdivision Plat, and Vested Rights for Castle Valley Ranch Planning Area 12, Filing 14 (Archwood Townhomes) (2nd reading)

Planner Paul Smith reviewed his memo with the council. (**Exhibit A**)
On August 4, 2026, the Applicant for Archwood Townhomes (TC Midwest) was conditionally approved on 1st reading for 66, for-sale Townhome units in Castle Valley Ranch, Planning Area 12. During deliberations, Council recommended that the Applicant consider revising certain design and functional aspects of the proposal prior to 2nd reading. Those aspects included:

1. *Location and design of retaining walls on the northeast corner of the parcel.*
2. *Consideration for extending or altering the 180-day deed restriction expiration for the affordable housing proposal (Re: 10% price reduction on three units).*
3. *Explanation of yard maintenance responsibilities;* (updated in the ordinance and in the HOA covenants and the HOA will be taking care of the yards) (condition T in the ordinance)
4. *Clarification of inclusion in sub-association or just the CVR master association;* (the development would have a sub-association within the Castle Valley Ranch master association)

Also during the hearing, Council and the Applicant reached agreement on the following outstanding matters:

1. *Vested rights will be extended from five to seven years.* (Was resolved and reflected in the ordinance, and the red line in the ordinance, include the vested rights. The vested rights were changed from 5 to 7 years for applicants' requests. Which is in Section 6 of the ordinance.)
2. *Rear patio areas will be advertised as customizable or "build-to-suit" options for initial buyers.* (Was resolved and reflected in the ordinance as condition C & R)
3. *The proposed bike path and kids' play area will be built by the Applicant and dedicated to Town.* (Was clarified in the ordinance as condition K)
4. *Design of the kids' play area will be reviewed and approved by the Town's Parks Department prior to permitting.* (Was clarified in the ordinance as condition S)

Planner Smith went through the changes that were made in the ordinance (**Exhibit B**).
Planner Smith said condition C: The rear patio area will be advertised as customizable or "built-to-suit for the initial buyers.
Planner Smith said condition D is always asked of the applicate to ensure the applicant

shall demonstrate compliance with all the recommendations of the county.
Planner Smith said letter K & S pertains to the bike path adjacent to Katherine Senior Elementary School will be built by the applicant and dedicated to the town. The kids park will be also built by the applicant and dedicated to the town but vetted through the Parks Department for final approval.
Planner Smith said Q&R is about the retaining wall. The retaining wall that was discussed at the prior meeting was along the north side of the development along the pump track. Staff asked the applicant for some design changes that would allow for reducing the mass of the wall. The applicant was able to create steps in the wall. He said by stepping the wall, the wall will encroach one way or the other and the encroachment goes quite ways. Then it became an issue and can the applicant go into the town's property. Attorney Carmer said the town code allows for encroachments into town parks and other town-owned property with an encroachment permit or encroachment license. The code contemplates an administrative process. She said council should consider and incorporate it into the approvals, if that is acceptable with council, because it's sort of part and parcel of this whole development project. So, there can be an application form ready, and the town administrator can make sure there's security for it. Then, it can be incorporated into the provisions related into the SIA, which is the contract with the applicant setting forth their obligations for installing public improvements and it will outline who is responsible for maintaining the retaining wall. Having security for it will make sure it works. Attorney Carmer said there would be encroachment onto the open space parcel that would ultimately be dedicated to the town and an encroachment onto VIX Park. Planner Smith said the face of the wall would be on the property line but the structure itself and some of the footers and the blocks would encroach back towards VIX Park. Attorney Carmer said council could consider adding another conditions to say: Council approves that encouragement, subject to documenting it properly in SIA. Planner Smith said the applicant did some design analysis to keep the wall on the property line and through the permitting process staff or property management would be able to service the wall if necessary. The other reason too was to make sure the wall didn't get pushed any closer to the buildings. Also, wanted to make sure the lots have as much yard as possible. Planner Smith said the wall would be a Ready Rock Wall (**Exhibit C**). He said there were some concerns about the height around the kid's park. The wall will step down from the street and that would be a boulder wall. There'll be some paths that would lead from the parking area up towards North Wild Horse Drive and it drops down to the kid's park. Councilor Riddile asked if the boulder wall going north-south along North Wild Horse Drive will the wall be in the town right-of-way. Attorney Carmer said she believes it's on HOA property. Rishi Kaithala Triangle Engineering said the boulder wall along North Wild Horse Drive is within the HOA open space. He said the town's right-of-way ends at the sidewalk one foot off of the sidewalk. Mr. Kaithala said currently the site plan **(Exhibit D**) in green is currently within the property lines. He said the applicant tried to make sure the base and the wall detailing was within the property boundary. Mr. Kaithala said the applicant wanted to have the conversation with the council about the encroachment option in case there was design change with the retaining wall. As of now the wall limitation and all the cross section of the wall is within the property. There is no encroachment into the town

property as of now. Administrator Reynolds asked when the retaining wall is being built what impact if any would there be to VIX Park during construction. Mr. Kaithala said there would probably be a small temporary construction into the town's property to build the wall. Planner Smith said there would be a split rail and mesh fence on top of the wall (**Exhibit E**). Administrator Reynolds asked of the step in the wall would be landscaped or cobbled as it is shown in the picture. Marjan Hashami Applicant said have some landscaping that would not require too much maintenance because the HOA would be maintaining it and there is also a safety concern. She said it could also be crushed rock or mulch. Planner Smith asked how tall the wall was going to be on the southside of the development. Mr. Kaithala said the maximum would be 4.6 feet down to 2 feet. Attorney Carmer said at the first reading the conditions for the retaining wall read that the applicant would come back with the explanation one it was designed, but council was to have more of the information for tonight's meeting. So, the condition now read that those walls will be built consistent with what was presented tonight.

Planner Smith said condition B (v) as of no reads: any timeline for sale of the restricted lot after which the restricted lot will be sold in market value. He said the 180-day shot clock was part of the applicant's packet. The applicant doesn't want to have a lot, on the market for longer than 6 months that doesn't sell and would like to go to market rates at that point, and then they could sell it on an open market. Councilor Carey asked to clarify the 180 days starts at the sale of the lot or the completion of the building until. Administrator Reynolds said the time of listing the unit. Attorney Carmer said developers will take reservations for units before they're constructed, and the developer can list it that way or advertise it that way as taking reservation on the unit before it's plated and built. She said to clarifying 180 days from CO would make sense, because they may be able to get it under contract well before CO, which is great. But if not, then once the CO has been issued that's when that clock starts, and that gives a little extra time. Therefore, it's better for the developer to get it under contract as soon as possible due to the deed restriction. Karsten Boudreau said once the deed restriction is set up there's a long lead time to advertise to whoever qualifies before the unit has a CO and then the 180 days starts. Ideally there would be applicants before the unit has a CO. He said there was discussion of 2 years from start of vertical construction from the first unit could be considered and the applicant would be happy to consider that option. Planner Smith explained when the first building has a unit with a CO that's when the clock would start, and then when the second building unit gets a CO then that clock would start. The first unit may not sell withing the 180 days, then it would go on the free market. There may be several years until the units are built and the affordable housing units would come online over time. Planner Smith said staff would likely work with Garfield County to help put an affordable housing plan together. Administrator Reynolds said Garfield County Housing is interested in administering the program. He said there was discussion about forming a council committee to come together and meet with Garfield County to create guidelines. The program would be up to council to define what the qualifiers are such as: income, category of worker, or where they work. Garfield County Housing Authority would need input from the staff and council to set and define the program as far as who would be eligible. Mr. Boudreau said he would be happy to be part of the committee as a third party.

Mayor Hazelton opened the public hearing at 7:43pm
There were no public comments
Mayor Hazelton closed the public hearing at 7:44pm

Councilor Riddile said the HOA would maintain the landscaping, but would the HOA also maintain the exterior of the buildings. Attorney Carmer said yes.

Councilor Riddile said he has concerns about the deed restrictions with 10% off the market value. The targeted workforce may not be able to afford the units. He suggested having two 90-day shock clocks. The first 90 days would be to qualify the targeted workers and if there is no one who can make that work; then the second 90 days would be opened up with fewer deed restrictions. Then after the second 90 days it would go onto the free market. Attorney Carmer said for purposes of the approval, for the initial sale of those three, it's 180 after the CO for the units that are designated. Councilor Carey asked if the 90 days would start the clock on all three units once there is a CO issued for the first unit even if the other two units has not broken ground. Administrator Reynolds said each unit would have their own start clock. He said the question for the applicant and for council is to let the first unit go through the 180 days before the next unit becomes available so there are not three restricted units for sale at the same time. The concern for the program is finding a buyer and if it would be possible to string out the three units. Ms. Hashami said the project would be phased, and the building would start in the middle of the development. She said one out of three units would be small. Councilor Carey said she would like the units to be available for family and just to single or couples. Administrator Reynolds said 180 days would stop once there unit is under contract, not when the unit closes. Ms. Hashami said she was fine with that option.

Attorney Carmer said council supports the encroachment, the applicant and staff would go through the process in the code.

Councilor Carey said she has concerns about the design review committee as it pertains to the build-to-suit patios or covered areas. The concern is there would be lack of uniformity. Want to make sure council provides any guidance to the applicant, possibly the HOA document may need to have some kind of design review component. Attorney Carmer said they would be subject to the Castle Valley Ranch Design Review Board. The development would have sub-HOA but they would be subject to the master HOA. She said the Castle Valley Ranch Master Documents would be on any title commitment.

Councilor Carey said she had a concern HOA enforcing the parking on public streets is going to be problematic. Attorney Carmer said it would need to be signed properly for where parking would be and would not be allowed.

Council Carey asked about the no-pet policy unless it’s a canine or cat. Ms. Hashami said that is what the HOA provided to the applicant and the property management is managing another townhome down the street from the proposed development. Councilor Carey said since the document is not itemized it appears to be exclusive. Attorney Carmer said it could read as household pets but no livestock.

MOTION: Councilor Riddile made a motion to approve Ordinance An Ordinance of the New Castle Town Council Approving a Final PUD Development Plan, Final Subdivision Plat, and Vested Rights for Castle Valley Ranch Planning Area 12, Filing 14 (Archwood Townhomes) With the Following Changes: Condition B Restricted Units Can Be, Sold At Market Value if They're Not Sold Within 180 Days of the CO for A Unit That is Restricted; The Encroachment of the retaining wall would be subject to staff review per the Code as Amended (2nd reading). Councilor Mariscal seconded the motion, and it passed unanimously on a roll call vote. Councilor Mariscal: yes; Councilor Carey: yes; Mayor Hazelton: yes; Councilor Liefeld: yes; Councilor Copeland: yes; Councilor Sampley: yes; Councilor Riddile: yes.

Consent Agenda

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

August 18, 2026, minutes
August Bills $1,245,272.50
Liquor License Corporation Name Change Kum & Go, Lc to Maverik Group LLC

MOTION: Councilor Mariscal made a motion to approve the Consent Agenda. Councilor Carey seconded the motion, and it passed unanimously.

Staff Reports

Town Administrator –Administrator Reynolds said he and assistant Rochelle Firth visited former Councilor Bruce Leland.

Administrator Reynolds said he and Public Works Director John Wenzel have been working with Attorney Mike Swayer on water right's questions regarding the augmentation station.

Administrator Reynolds said the public works department have been cleaning up Main Street from the mud and the flooding from the weekend.

Administrator Reynolds said bears continue to be a concern. He said as concerns arise staff is working with the homeowners or business owners to address the bear concerns.

Administrator Reynolds said he would be sending out a questionnaire to council for the council retreat.

Administrator Reynolds said Burning Mountain Festival is approaching quickly. He asked council if they had time during the weekend staff is still needing help with the parade Saturday, September 12, 2026.

Administrator Reynolds said staff were busy writing and working on grants last week. All the grants were submitted on time and should know the results in a few weeks. He said there are two federal grants: one is a FLAP grant (Federal Land Access Point) which

Administrator Reynolds has been working on with the LOVA Trail in South Canyon. The other FLAP grant Garfield County is trying to make improvements on County Road 245 heading towards the Flat Tops.

Administrator Reynolds said he has been in conversations with a company called WaterWorth out of Canada, but they do most of their work in the United States. WaterWorth is a company that specializes in heling municipalities through a software program to figure out where the water rates should be for future growth of the water plants and infrastructure projects. He said he is working through the process to find out the cost and if it’s worth building into the 2027 budget.

Administrator Reynolds said department heads are working and helping neighboring towns on various issues that they have. He said Chief Curry is working with a neighboring town to purchase a K9 vehicle.

Town Clerk – Clerk Andis said there would be a blood drive on October 2, 2026, from 10:30am – 2:30pm. If council is interested you can sign up now.

Clerk Andis said Assistant Michelle Huster has applied for her CMC (Certified Municipal Clerk) certification through the IIMC (International Municipal Clerk) and should know if she has enough credits in a few weeks.

Clark Andis said with the website migration happening soon, her and Assistant Firth are working on records destruction on the website but also on the server. Cleaning up the website before the migration happens.

Clerk Andis said she gets weekly emails regarding the website ADA compliance, and she was pleased to announce the notice she received yesterday the website was 100% complaints.

Clerk Andis said she and Assistant Huster were working on utility billing and she should be on her own in a month or two.

Clerk Andis said she was preparing the court docket for the September 14th court session.

Town Treasurer – not present

Town Planner – Planner Smith said he has been working with the owner of the Livery building for an addition. He said the addition will be a two-stories in the back.

Public Works Director – not present

Commission Reports

Planning & Zoning Commission – have not met

Historic Preservation Commission – have not met

Climate and Environment Commission –Councilor Leifeld said the commission discussed having composting and recycling at the Community Market. Also, discussed the fall cleanup on October 10, 2026, from 9:00am-12:00pm.

Senior Program – Clerk Andis said there were 88 meals served in July. The Board of County Commissioner’s asked to have the Traveler and the nutrient to be separated into two MOU’s. She said she was not sure if that would happen for 2027 or 2028. Clerk Andis said the board is working with RFTA to come up with a plan to lower the cost of the

Traveler without reducing services. Clerk Andis said the County had received a STEP grant to have classes for the seniors to help with balance.

RFTA – have not met
AGNC – have not met
GCE – have not met
EAB – have not met
POSTR – have not met

Items for Future Council Agenda

Councilor Carey asked for a work session to discuss parking issues.
Councilor Mariscal said she has spoken with the owner of Lazy Bear and would like to come to council and introduce himself to council.

Council Comments

Councilor Riddile said the ribbon cutting at the Wastewater Treatment was great. The facilities look good.
Councilor Mariscal said she would miss the next meeting; she would be in Denver for work. She reminded the council about the Community Workshop Service Sunday, September 13, 2026, at 10:30 am at Burning Mountain Park.
Councilor Leifeld said it's back to school season and it's also fall sports season.
Councilor Carey said she had received a call from a resident about a water leak that is running into Elk Creek and they were concerned about the amount of water going into the creek. Administrator Reynolds said staff have been looking into the leak for some time. She said she would like to speak with Public Works Direct John Wenzel about reclaiming the space between Riverside Middle School and her house because it flooded on Sunday with the rain storm and will flood again. She said have received emails and text messages from the Lakota Senior Housing about the trash cans and the bears are getting into them. Administrator Reynolds said that he has spoken to management about the issue.
Mayor Hazelton said he attended the mayor's meeting in Rifle and New Castle will be hosting the meeting in November. He said that meeting will be about grant writing. He said the recognition for Alpine Bank will be October 2, 2026, at 3:00pm. Mayor Hazelton said he likes the idea of ribbon cuttings to celebrate what staff have accomplished. He encouraged the council if there is someone or something that needs to be recognized council can discuss it whether it's a proclamation or recognition.

Adjourn

MOTION: Mayor Hazelton made a motion to adjourn.

The meeting adjourned at 8:43 p.m.

Respectfully submitted,

Mayor Grady Hazelton

Town Clerk Mindy Andis, CMC