

1
2 **Celebrate 125: New Castle's 125th Birthday**
3

4 **New Castle Special Town Council Meeting**
5 **Saturday, February 2, 2013, 6:00 p.m., Town Hall**
6
7

8 Mayor Breslin welcomed everyone to the celebration and invited Pastor Eddie Piker to do
9 an invocation.

10
11 **Call to Order**

12 Mayor Breslin called the meeting to order at 6:01 p.m.
13

14 **Pledge of Allegiance**

15 Mayor Breslin invited Cub Scout Pack 221 to lead the pledge of allegiance.
16

17 **Roll Call**

18 Present Councilor Russi
19 Councilor Riddile
20 Councilor Metzger
21 Mayor Breslin
22 Councilor Gordon
23 Councilor Leland
24 Councilor Stuckey
25

26 Also present at the meeting were Town Administrator Tom Baker, Town Clerk Melody
27 Harrison, Town Human Resources Manager Mike Edgar, most of the Town Staff and
28 hundreds of citizens.
29

30 **Meeting Notice**

31 Clerk Harrison verified that her office gave notice of the meeting in accordance with
32 Resolution TC-2013-1.
33

34 **Proclamation Commemorating the Town of New Castle's 125th Anniversary -**
35 **Mayor Breslin**

36 Mayor Breslin read the proclamation into the town record.
37

38 **Mayor's Remarks - Mayor Del Dawson 1982 – 1987 (unable to attend)**
39 **Mayor Bill Wentzel 2001 - 2006**
40 **Mayor Steve Rippy 1994 - 2001**
41 **Mayor Frank Breslin 1988 - 1993 & 2006 - present**

42 Mayors Wentzel, Rippy and Breslin each addressed the audience, speaking of their history
43 and memories of the their tenure as mayor, and of their family connections in the area.
44

45 **Set Dates for Celebration Events in 2013**

46 Mayor Breslin and the council agreed on the proposed dates and events coming in 2013.
47

48 **Time Capsule Unveiling**

49 Councilor Leland and LaRue Wentz unveiled the time capsule. They explained to the
50 audience that they would be accepting items from the residents of New Castle to be

1 placed in the time capsule. A Time Capsule Committee would be formed to choose the
2 final items, and the capsule would be buried at a location yet to be determined.

3
4 **Student Essay Contest - Winner Readings**

5 The essay winners were:

6 Carrie Walters, 5th grade, The Garden School

7 Andy Ostrum, 6th grade, Riverside Middle School

8 Kelsey Fauser, Coal Ridge High School

9 Garrett Senor, Coal Ridge High School

10
11 The essay winners present read their essays to the audience.

12
13 **Recognition of Elmer Richel, Monk Dawson and Virginia Erickson**

14 Mayor Breslin introduced Mr. Richel, Mr. Dawson and Ms. Erickson to the audience, and
15 described their contributions to the Town of New Castle.

16
17 **Acknowledgements**

18 Mayor Breslin thanked all the people and agencies that had and were volunteering to help
19 make New Castle's 125th Anniversary a success.

20
21 **Sing Happy Anniversary**

22 Mayor Breslin lead everyone in singing "Happy Anniversary."

23
24 Mayor Breslin thanked everyone for coming, and invited them to enjoy refreshments and
25 the fireworks show.

26
27 **MOTION: Councilor Metzger made a motion to adjourn. Councilor Gordon**
28 **seconded the motion and it passed unanimously.**

29
30 The meeting adjourned at 7:30 p.m.

31
32
33 Respectfully Submitted,

34
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36
37
38 _____
39 Mayor Frank Breslin

40
41
42 _____
43 Town Clerk Melody Harrison

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4 **New Castle Town Council Meeting**
5 **Tuesday, February 5, 2013, 8:00 p.m., Town Hall**
6

7 **Call to Order**

8 Mayor Breslin called the meeting to order at 7:52 p.m.
9

10 **Roll Call**

11 Present	Councilor Russi
	Councilor Riddile
	Councilor Metzger
	Mayor Breslin
	Councilor Gordon
	Councilor Leland
	Councilor Stuckey
18 Absent	None

19

20 Also present at the meeting were Town Administrator Tom Baker, Town Clerk Melody
21 Harrison, Human Resources Manager Mike Edgar, Public Works Director John Wenzel,
22 Town Planner Tim Cain and Consultant Attorney David McConaughy.
23

24 **Meeting Notice**

25 Clerk Harrison verified that her office gave notice of the meeting in accordance with
26 Resolution TC-2013-1.
27

28 **Conflicts of Interest**

29 Councilor Stuckey said he had a conflict with the executive session regarding Warrior Golf
30 and would recuse himself from the discussion.
31

32 **Items for Consideration**

33
34 **Consider Denise Scheberle for appointment to the Climate Action Advisory**
35 **Committee**

36 Ms. Scheberle was not present.

37 **MOTION: Councilor Russi made a motion to appoint Denise Scheberle to the**
38 **Climate Action Advisory Committee. Councilor Metzger seconded the motion and**
39 **it passed unanimously**

40 Councilor Gordon said he was impressed with Ms. Scheberle's resume. Councilor Russi
41 agreed, adding that he felt she would be a valuable addition to the committee.

42 Ms. Scheberle arrived at the meeting, apologizing for being late. The council apologized to
43 her, saying they had begun the meeting early. They thanked Ms. Scheberle for her
44 interest in CAAC, and said they were impressed with her resume. They also told her they
45 had already voted to appoint her to the committee.
46

47 **Consider Ordinance 2013-1 - An Ordinance of the Town of New Castle Enacting a**
48 **Temporary Moratorium on the Issuance of Permits Concerning the Sale or Public**
49 **Use of Marijuana (second reading)**

1 Councilor Russi said he felt the council was making a good decision to institute a
2 moratorium pending the state decisions on specific regulations on the legal use of
3 marijuana. He noted that the voters had approved legalizing marijuana by impressive
4 margins, precinct 13 with 62 percent, precinct 14 with 57 percent and precinct 15 with 55
5 percent. New Castle passed it with 57.5 percent approval. He encouraged the council to
6 pay close attention to the progress the state makes with the regulations as well as the
7 local communities decisions.

8 **MOTION: Councilor Riddile made a motion to approve Ordinance 2013-1 - An**
9 **Ordinance of the Town of New Castle Enacting a Temporary Moratorium on the**
10 **Issuance of Permits Concerning the Sale or Public Use of Marijuana on second**
11 **reading. Mayor Breslin seconded the motion and it passed on a roll call vote:**
12 **Councilor Stuckey: yes; Councilor Metzger: yes; Councilor Russi: yes; Mayor**
13 **Breslin: yes; Councilor Gordon: yes; Councilor Leland: yes and Councilor Riddile:**
14 **yes.**

15 16 **Executive Session**

17 **Councilor Russi made a motion at 8:20 p.m. to go into executive session(1) for**
18 **conference with Town Attorney for purpose of receiving legal advice on specific**
19 **legal questions under C.R.S. Section 24-6-402(4)(b); and (2) for purpose of**
20 **determining positions relative to matters that may be subject to negotiations,**
21 **developing strategy for negotiations, and/or instructing negotiators, under**
22 **C.R.S. Section 24-6-402(4)(e) concerning Warrior Golf. Councilor Gordon**
23 **seconded the motion and it passed unanimously.**

24
25 **Councilor Stuckey recused himself and left council chambers.**

26
27 **Executive Session concluded 9:23 p.m.**

28
29 "The time is now 9:23 p.m. and the executive session has been concluded. The
30 participants in the executive session were: Councilors Russi, Riddile and Metzger, Mayor
31 Breslin, Councilors Gordon and Leland, Town Clerk Melody Clerk Harrison, Consultant
32 Attorney David McConaughy, Town Administrator Tom Baker, Human Resources Manager
33 Mike Edgar, Public Works Director John Wenzel and Town Planner Tim Cain. For the
34 record, if any person who participated in the executive session believes that any
35 substantial discussion of any matters not included in the motion to go into the executive
36 session occurred during the executive session, or that any improper action occurred
37 during the executive session in violation of the Open Meetings Law, I would ask that you
38 state your concerns for the record."

39 There were no concerns stated.

40
41 **Councilor Stuckey returned to Council Chambers.**

42 43 **Consent Agenda**

44 Minutes of the January 15, 2013 Council Meeting

45 January Bills of \$745,675.15

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

48 49 **Committee Reports**

1 Planning & Zoning – nothing to report
2 Climate Action Advisory Committee – nothing to report
3 Historic Preservation – nothing to report
4 POSTR – Councilor Russi said the POSTR Committee would like to prioritize the next three
5 grant cycles for the tennis court park and the trail east of town if the council approved.
6 The council agreed.
7

8 **Staff Reports**

9 Town Administrator - Administrator Baker said he and several staff members had met
10 with Theresa Hamilton and Craig Jay of the Garfield RE-2 School District regarding the
11 PTAC's idea of pursuing a fitness grant from GoCo, through the town. They were also
12 considering a Wellness Grant through Kaiser Permanente. Unfortunately, they were not
13 ready to move forward with the project.

14 Councilor Russi asked if they should discuss the \$25,000.00 FMLD grant for the
15 community center that was due at the end of the month. Administrator Baker said that
16 staff felt it would not be good to let an FMLD grant cycle pass, so staff had decided that
17 the for spring grant they would apply for funds to upgrade the community center. For the
18 fall cycle, the town would apply for funds to purchase public safety equipment in the form
19 of flashing speed control signs.

20 Town Clerk - Clerk Harrison told the council that her office continued to receive calls from
21 people interested in getting involved in the 125th anniversary planning. She said that she
22 had a number of conversations with a gentleman who was interested in opening a
23 restaurant in the location where the coffee house had been, and although he had been
24 reluctant to reveal much about his business, she hoped there would be a new eatery in
25 town soon. Clerk Harrison said the Fire Marshall, Orrin Moon, would soon be working with
26 the town and chamber to make contact with all the businesses in town to assist them in
27 ensuring they meet fire code. She said he would be careful and helpful in an effort to
28 maintain good relations. Last, Clerk Harrison told the council that she had received her
29 certification as a municipal clerk the previous Friday.

30 Mayor Breslin presented Clerk Harrison with a card and an orchid from the council,
31 congratulated her for her accomplishment and thanked her for her dedication and hard
32 work. He also said that as town employees raised their skill levels, they were given raises
33 and that her compensation should follow. Clerk Harrison thanked the council.

34 Public Works Director - nothing to report.

35 Town Planner - nothing to report.
36

37 **Council Comments**

38 Councilor Russi said he felt the meeting with the BOCC went very well, and he thought the
39 power point presentation was very good. Brief, to the point and well-organized.

40 Councilor Metzger said she had spoken to Steve Craven. Mr. Craven said he was
41 concerned about Obama-Care and was not interested in doing anything for a year.

42 Councilor Leland said he had been working on a proclamation for Alice McInnis but was
43 struggling with it because he did not have much information. Councilor Russi said Alice
44 had written an autobiographical piece for the Aspen Times. Councilor Riddile said it was a
45 world cup race. Clerk Harrison said it was a women's downhill race and stats were
46 available on the world cup web page.

47 Councilor Leland felt the council should acknowledge Mayor Breslin's ability to keep
48 control of meetings as he demonstrated during the joint council/BOCC meeting.

1 Councilor Riddile said he had spoken to Jim Gerber who lives in Senior Housing, and he
2 said that during the water main break the town staff were wonderful, particularly Bob
3 Gordon and Tim Cain. Councilor Russi and Councilor Gordon both said that public works
4 deserved recognition as well. Administrator Baker said staff was working to close out the
5 financial aspects of the water break.

6 Councilor Stuckey told the council that it looked as though the clubhouse at Lakota would
7 get started some time in late summer, after the August golf tournament.

8 Mayor Breslin said he had received an e-mail from a Randy Fricke indicating that Mr.
9 Fricke would be writing a book about New Castle and that he wished to donate the book to
10 the town for the 1255th anniversary.

11
12 **MOTION: Councilor Riddile made a motion to adjourn. Councilor Gordon**
13 **seconded the motion and it passed unanimously.**

14
15
16 The meeting adjourned at 9:12 p.m.

17
18
19 Respectfully Submitted,

20
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22
23
24 _____
25 Mayor Frank Breslin

26
27
28 _____
29 Town Clerk Melody Harrison
30

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC-2013- 03**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL
SUPPORTING THE APPLICATION FOR A GRANT FROM THE GARFIELD
COUNTY FEDERAL MINERAL LEASE DISTRICT FOR IMPROVEMENTS TO THE
COMMUNITY CENTER**

WHEREAS, the Town of New Castle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Garfield County Federal Mineral Lease District ("GCFMLD"); and

WHEREAS, the Town of New Castle has submitted a Grant Application for the Community Center Improvements Project requesting a total award of \$25,000.00; and

WHEREAS, the Town of New Castle supports the Improvements to the Community Center Project if a grant is awarded by the GCFMLD.

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 strongly supports the Grant Application.
3. If the grant is awarded, the Town of New Castle strongly supports the completion of the Improvements to the Community Center Project.
4. The Town of New Castle authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.
5. The Community Center is owned by the Town of New Castle and will be owned by The Town of New Castle for its foreseeable, useful life. The Town of New Castle will continue to maintain the Community Center in a high quality condition and will appropriate funds for maintenance annually. The estimated annual maintenance cost of Community Center is \$1750.
6. If a grant is awarded, the Town of New Castle hereby authorizes the Mayor to sign a Grant Agreement with the GCFMLD.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on February 19, 2013.

TOWN OF NEW CASTLE

ATTEST:

Frank Breslin, Mayor

Melody L Harrison, Town Clerk

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC-2013 - 4**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL SUPPORTING THE
APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE
DISTRICT FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS AND
ROADWAYS**

WHEREAS, the Town of New Castle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Garfield County Federal Mineral Lease District ("GCFMLD"); and

WHEREAS, the Town of New Castle has submitted a Grant Application for the Construction and Maintenance of Public Sidewalks and Roadways requesting a total award of \$377,050.00; and

WHEREAS, the Town of New Castle supports the Construction and Maintenance of Public Sidewalks and Roadways if a grant is awarded by the GCFMLD.

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 strongly supports the Grant Application.
3. If the grant is awarded, the Town of New Castle strongly supports the completion of Construction and Maintenance of Public Sidewalks and Roadways
4. The Town of New Castle authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.
5. The project properties are owned by the Town of New Castle and will be owned by The Town of New Castle for its foreseeable, useful life. The Town of New Castle will continue to maintain the properties in a high quality condition and will appropriate funds for maintenance annually. The estimated annual maintenance cost of said properties is estimated to be \$20,000.00 annually.
6. If a grant is awarded, the Town of New Castle hereby authorizes the Mayor to sign a Grant Agreement with the GCFMLD.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on August 21, 2012.

TOWN OF NEW CASTLE

ATTEST:

Frank Breslin, Mayor

Melody L Harrison, Town Clerk

Memo

To: Town Council

From: Lyle L Layton 

Date: 2/14/2013

Re: Garfield County FMLD Grant – Pedestrian Bridge Design

Recommendation:

Approve authorizing Mayor Breslin to sign the SGM "Agreement For Professional Services" for the Pedestrian Bridge and Roundabout design, which agreement stipulates that total costs will not exceed \$390,000,

Policy Implications: With Resolution #2012-11 Town Council authorized the Town Administrator to execute grant agreement with the FMLD to fund the design of certain pedestrian safety improvements for the area surrounding the Exit 105 interchange. The FMLD is requiring that an approved agreement between the Town and SGM be provided to them **before** any of the grant funds can be released to the Town.

Council has already authorized this scope of work; therefore this agreement formalizes this arrangement. Town Attorney David McConaughy has reviewed and edited this agreement that is presented for Council approval.



AGREEMENT FOR PROFESSIONAL SERVICES

Date: February 14, 2013 Project Name: Pedestrian Bridge and Roundabout
Client Name: Town of New Castle Description: Studies, Survey, Design and Permitting
Address: P.O. Box 90 Contact Person: Lyle Layton/Tom Baker
City: New Castle Project Manager: Simonson
State & Zip: Colorado 81647 SGM Project No.: 93128a-093
Phone: 970-984-2311
Mailing Address (if other than above):

Client requests and authorizes SGM to perform the following services:

Scope of Work: (including assumptions, limitations & exclusions) Perform the services outlined in items 5 through 8 of the attached May 1, 2012 correspondence to Andy Barton.

Legal Description of Property: (including owner's name, address & phone) Interstate 70 Exit 105 and the intersection of Highway 6 and Castle Valley Boulevard

Time & Compensation by Client to SGM will be on the basis of: (Time & Materials per current Fee Schedule, Not to Exceed amount, Lump Sum, Per Proposal, etc.) Time and materials per current Fee Schedule not to exceed \$390,000, of which \$123,307.97 has been previously invoiced through 1/23/2013.

When compensation is on a cost-reimbursable basis, a service charge of 10% will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to SGM's compensation when invoicing Client.

Other Terms:

Services covered by this Agreement will be performed in accordance with the Provisions stated on the next two (2) pages along with any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement to be effective as of the date first above written.

CLIENT

BY:
NAME: Frank Breslin, Mayor (PLEASE PRINT)
DATE:

SGM

BY: [Signature]
NAME: Jeffrey S. Simonson, PE, CFM (PLEASE PRINT)
DATE: February 14, 2013

CLIENT'S REPRESENTATIVE

BY:
NAME: (PLEASE PRINT)
DATE:

Provisions

1. Authorization to Proceed

Execution of this Agreement by Client will be authorization for SGM to proceed with the Project, unless otherwise provided for in this Agreement.

2. Billing Rates

Both parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis and shall be in addition to any budget, bid or maximum price agreement for the above-described Scope of Work. Fee adjustments shall be made accordingly for delays and interruptions not the fault of SGM.

3. Direct Expenses

SGM Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, courier services, equipment materials and supplies; (2) SGM's current standard rate charges for direct use of SGM's vehicles, computing systems, word processing and printing.

4. Standard of Care

Services performed under this Agreement are performed with care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by the interpretation of consulting services or by furnishing oral or written reports of the findings made. SGM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

5. Termination

This Agreement may be terminated for convenience on 30 days written notice, or for

cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 5 days of written notice and diligently complete the correction thereafter. On termination, SGM will be paid for all authorized work performed up to the termination date plus any related closeout costs such as copying of files, blueprints copies, etc.. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

6. Payment to SGM

All fees, commissions, product charges and expenses billed shall be due within thirty (30) days of the date of billing. ~~Interest on unpaid or late bills shall accrue at 1½ percent per month (18.0 % A.P.R.). In the event any sum is not timely paid, SGM shall be entitled to the recovery of all costs of collection, including reasonable attorney's fees and expenses. In addition to any right and remedy conferred hereunder or by law, SGM shall specifically have the right to assert a lien on the property described above.~~ Client agrees that all Statements not objected to in writing within fifteen (15) days of receipt are assumed to be final and binding upon the parties as to the amount due, the adequacy of SGM's performance and the value of the services provided to Client.

7. Venue

This Agreement is subject to the Laws of the State of Colorado, the venue of the County of Garfield shall control any proceedings arising in the transaction described herein.

8. Engineers' Responsibilities

Engineer shall review laws, codes, and regulations applicable to the Engineers' services. The Engineer shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction

over the Project. Engineer's certification of the amounts due the Engineer shall constitute a representation that to the best of the Engineer's knowledge, information & belief, the quality of the work is in accordance with the contract documents. Engineers may review shopdrawings "for the limited purpose of checking for conformance with information given & the design concept expressed in the Contract Documents." This review will not relieve the Contractor or client from the responsibility for errors or deviations from the Contract requirements. "Contract Documents" include; Advertisement For Bid, Instructions To Bidders, Bid, Agreement, General Conditions, Supplementary General Conditions, Notice of Award, Notice To Proceed, Change Order, Drawings, Specifications and Addenda.

9. Insurance

SGM shall secure and maintain throughout the full period of this Agreement, sufficient insurance to protect itself adequately from claims made by its employees under applicable Workers' Compensation Act and from claims of bodily injury, death or property damage as may arise from the performance of services under the Agreement. CLIENT must obtain its own insurance. SGM will, upon request, file certification of such insurance coverage with CLIENT or authorized representative.

10. Limitation of Liability

The liability of SGM, for any actions, damages, claims, demands, judgments, losses, costs and expenses arising out of or resulting from the negligent acts, errors or omissions of SGM is limited to the proceeds available to SGM. The term 'proceeds available to SGM' means the proceeds of liability and/or errors and omissions insurance available to SGM. The parties understand and agree that SGM is acting as an engineer and not as a contractor hereunder and nothing shall be construed as imposing on SGM any duty or obligation to have authority over Contractor's work, nor shall SGM have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or for

safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

11. Indemnity - Not applicable

~~Client and SGM each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, claimed by third parties to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and SGM, they shall be borne by each party in proportion to their respective negligence.~~

12. Opinions of Cost

When included in SGM's scope of services, opinions or estimates of probable construction cost are prepared on the basis of SGM's experience and qualifications and represent SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's opinions or estimates of probable construction cost.



**FEE SCHEDULE
March 2011**

HOURLY RATE

PRINCIPAL ENGINEER	\$155.00
SENIOR ENGINEER II.....	\$140.00
SENIOR ENGINEER I.....	\$130.00
SENIOR PROJECT MANAGER.....	\$125.00
PROJECT MANAGER	\$110.00
DESIGN ENGINEER II.....	\$110.00
DESIGN ENGINEER I.....	\$ 90.00
DESIGN TECHNICIAN	\$ 65.00
SENIOR ENERGY CONSULTANT	\$120.00
ENERGY MANAGER.....	\$100.00
ENERGY AUDITOR.....	\$ 90.00
CONSTRUCTION MANAGER	\$105.00
CONSTRUCTION TECHNICIAN II	\$ 95.00
CONSTRUCTION TECHNICIAN I	\$ 85.00

CADD MANAGER.....	\$115.00
SENIOR CADD DESIGNER.....	\$100.00
CADD DESIGNER	\$ 90.00
CADD DRAFTER.....	\$ 75.00
GIS TECHNICIAN	\$ 95.00
MARKETING MANAGER.....	\$ 85.00
CLERICAL STAFF	\$ 65.00

SURVEY MANAGER	\$140.00
LAND SURVEYOR	\$120.00
SURVEY PROJECT MANAGER.....	\$100.00
SENIOR SURVEY TECHNICIAN.....	\$ 85.00
SURVEY TECHNICIAN	\$ 75.00
FIELD SURVEY (1-Man Crew)	\$150.00
FIELD SURVEY (1-Man Crew OVERTIME).....	\$225.00
FIELD SURVEY (2-Man Crew)	\$200.00
FIELD SURVEY (2-Man Crew OVERTIME).....	\$300.00

EXPERT TESTIMONY.....	\$300.00
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REIMBURSABLES

<u>Equipment</u>	<u>Rate</u>
Vehicle Mileage.....	\$ 0.70/mile
ATV / SNOWMOBILE	\$ 125.00/day
Flow Tote	\$ 125.00/day

<u>Reproduction</u>	
(Plot Sheets are typical "D" size @ 2' x 3', Oversize higher)	
Black & White Plots.....	\$ 5.50/sheet
Mylar Plots	\$19.00/sheet
Color Plots	\$30.00/sheet
Photocopies	\$ 0.25/page

Miscellaneous

Overtime will be charged out at 1½ times hourly rate (field survey overtime rates noted above).
 10% will be added to all direct expenses, including FedEx, special delivery and courier charges, special consultants, subcontractors, laboratory tests, airfare, lodging, meals, car rental, telephone, outside printing expense, etc. **Interest of 1.5% per month will be charged for invoices past 30 days.**



SCHMUESER | GORDON | MEYER

MEMORANDUM

To: Mr. Andy Barton, Town Administrator
Town of New Castle
P.O. Box 90
New Castle, CO 81647

Date: Tuesday, May 01, 2012

Subject: **New Castle Blvd / State Highway 6 / I-70 Exit 105 Ramps Corridor Scoping**

The Town of New Castle is a valuable client, one which Schmueser Gordon Meyer feels privileged to work for. We understand the importance of this corridor to New Castle and we look forward to the opportunity to assist you with the advancement of vehicular and pedestrian improvements to provide for a safer and more efficient transportation connection. This project will provide design and planning tools to advance concepts and budgets to begin conversations with CDOT and other agencies for funding opportunities for their construction.

As you are aware, SGM has worked with the Town in this corridor prior to even the development of Burning Mountain Phase 1 and Phase 2 (City Market) subdivisions. We have been involved in the planning and subdivision reviews of all land use applications within Town since 1993. Having had this opportunity, we have both institutional knowledge and physical data critical to the success of this evaluation. SGM's project approach, therefore, will be to verify and use the information available in our engineering records and our past experience to efficiently conduct the studies. We will be able to limit investigative efforts and cost by taking advantage of this existing knowledge, data and input into the corridor studies that have been previously developed from the prior work. In essence, we will not have to go "gather" the bulk of the necessary data to conduct the studies as much of it already is in our possession.

Our Transportation Staff includes expertise in project management, traffic engineering, design and most importantly, experience as the municipal consulting engineer. Possibly as equally important, our team has experience in working with diverse stakeholders to develop consensus and with CDOT Region 3 Traffic to guide our clients through their complicated permitting and approval processes.

Attached to this scoping letter are several of the conceptual figures, a planning approach and preliminary costs to help define the magnitude of the projected improvements. As discussed in our meeting on September 22nd with Town Staff, to advance potentially two projects into the various funding streams, several preliminary steps should be taken to define the projects and provide technical backup for their submission. The following cost estimates are provided to help define the anticipated overall costs.

Castle Valley Blvd / SH 6 Improvements	\$350,000 to \$2,000,000
I-70 Ramp Improvements	\$100,000 to \$250,000
Pedestrian Improvements	\$2,100,000 to \$6,600,000
Total Range of Potential Costs	\$2,550,000 to \$7,050,000

The likely outcome of study and analysis after input from the community, Council, Town Staff, and CDOT is that the improvements would typically fall in the middle of a range knowing the desires of the community. In that range of costs are planning, design, construction, observation and testing as well as project contingencies.

To initiate the design components SGM would outline the following steps be taken in the immediate future to be prepared for the CDOT enchantment grant cycle the will begin in 2012 for the 2015-2017 funding period. Prior to that even, SGM would provide immediate evaluations of existing conditions and problems highlighted by Chief Sadler and Counselors as related to the City Market/Walters Lane intersection with Castle Valley Boulevard. This preliminary work would be performed to provide recommendations towards cost effective solutions to current problems without wholesale improvements such as a traffic light or a roundabout at the CVBLVD/Highway 6 intersection. Please note the following recommended steps towards performing the study through implementation:

- ~~1. Temporary Traffic Mitigations on Castle Valley Blvd – Short term analysis to deal with the circulation of vehicles around adjacent intersections to Castle Valley Blvd / SH 6. – **Approximately \$2,400 Engineering and Mitigations TBD**~~
- ~~2. Castle Valley Blvd / State Highway 6 / I-70 Exit 105 Ramps Corridor Study – A traffic engineering study to gather vehicular and pedestrian movements, project growth rates and offer several solutions to mitigate capacity and safety issues in the corridor. **Approximately \$20,000 Engineering**~~
- ~~3. Design Surveys of Entire Corridor – Improvements to the existing SGM Base Map information in the corridor that is used of the detailed intersection layouts and structure designs. – **Approximately \$20,000 Survey**~~
- ~~4. Intersection Operational and Feasibility Study of the Castle Valley Blvd and SH 6 Intersection – During the corridor study a preferred solution to intersection improvements would be identified that CDOT Region 3 would require full analysis prior to initiating preliminary designs of intersection improvements. – **Approximately \$10,000 Engineering**~~
5. Preliminary Design Process for Intersection and Pedestrian Projects – Advancement of design concepts that have concurrence from CDOT, to the FIR (Field Inspection Review) stage or about 30%. This effort is the baseline of detailed design and critical to define project impacts to ROW. **Approximately \$90,000 Engineering**
6. Geotechnical Engineering and Environmental clearance studies – Because the majority of work will be within CDOT ROW required soil investigations and environmental clearances are started after preliminary designs define the footprint of the project. (NOTE: This is also the point to initiate ROW acquisitions if necessary, but they are not likely in this instance.) **Approximately \$80,000 Studies**
7. Final Design Process – The last stage of the CDOT design process is the FOR (Final Office Review) or about 90% design reviews. After the review meeting final design modifications are made and plans and specifications are “shovel ready” to bid to Contractors. **Approximately \$180,000 Engineering**
8. CDOT Bid Process – If funds are allocated, a fairly rigorous bidding process is required by CDOT/FHWA that requires attention and a certified pool of Contractors to do the work. **Approximately \$40,000 Engineering**
9. Construction of project (s) – Due to community priorities, funding, or safety concerns the improvements to intersections and pedestrian facilities can be one large project that would enjoy savings because of its magnitude or it could be broken into components. **Assume Approximately \$4,000,000 in Construction**
10. Construction Oversight, Inspections and Testing – Typically a portion of the CDOT/FHWA oversight requirements that can be done by Town Staff, Consultants or

CDOT employees. When performed by CDOT it is at a rate of approximately 21% of the construction costs. **Approximately \$320,000 Engineering**

The incremental components listed in this scoping effort are based upon preliminary work done by SGM to define the corridor and can be initiated on a individual task order basis as funding is available from the Town or other funding streams. Each engineering component will have a separate scope and budget after directed by the Town of New Castle.

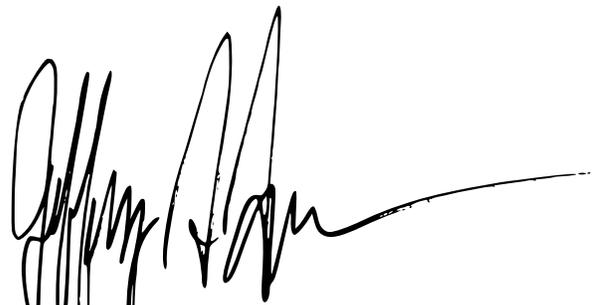
We look forward to answering any questions you may have and the opportunity to demonstrate our transportation expertise and commitment to the Town of New Castle's engineering needs.

Sincerely,

SCHMUESER GORDON MEYER, INC.



Nicholas A. Senn
Transportation Team Leader



Jeff Simohson, PE
New Castle Town Engineer

Attachments

Dear Mayor Breslin and the New Castle Town Council:

Aspen Valley Land Trust and the family of Louis and Carol Dodo would like to once again request the support of the Town of New Castle for an upcoming grant application to Great Outdoors Colorado on March 9 to help conserve the West Elk Ranch in Grass Valley. These support letters weigh significantly in the grant selection process, and your support of the neighboring Dry Elk Valley Ranch conservation project last year helped put us over the top for that application!

AVLT proposes to purchase a conservation easement over the west side (528 acres) of West Elk Ranch, 5 miles northwest of New Castle. The Dodo family is donating an easement this year on the east 305 acres. Altogether, they will contribute approximately half of the value of the conservation easement, but need funding in order to protect the rest. We believe that conserving this land will benefit the public through preservation of a working cattle and sheep ranch that provides outstanding scenic views from Buford Road and Grass Valley Road, important wildlife habitat, and over 1.6 miles of West Elk Creek. Attached is a template letter that may be edited to include any information that you find relevant, as well as maps of the property and the region.

Interesting Points:

- West Elk Ranch is a 1,000+-acre working cattle ranch located in Grass Valley along West Elk Creek, 4.6 miles northwest of New Castle and 8.6 miles north of Silt on Buford Road. Long-time area ranchers Louis and Carol Dodo have passed the property on to their 3 children. Son Dominic Dodero is now manager, and Louis and Carol continue to live on and work the ranch.
- It is adjacent to BLM land on one side and 720-acre Dry Elk Valley Ranch on the other. Dry Elk Ranch, owned by Scot Dodero and Mike Dodo, received GOCO and NRCS grant awards last year that will enable it to be entirely conserved by the end of 2013.
- The family has agreed to donate a conservation easement to AVLT on the east part of the property (305 acres) this year, and will apply for grant funding to bargain sell a conservation easement to AVLT on most of the west side of the property (528 acres) next year.
- The proposed easement will protect scenic irrigated pastures and a 1.6-mile stretch of West Elk Creek near the White River National Forest boundary, and 1.7 mile stretch of Buford Road – ranked the County's 12th most heavily traveled road according to a 2002 traffic study.
- The ranch lies within 6 miles of three State Parks (Harvey Gap, Rifle Gap and Rifle Falls State Parks), the West Rifle Creek State Wildlife Area, West Elk Reservoir, and the Flat Tops.
- The ranch is a major part of the scenic corridor along West Elk Creek from Buford Road on route to the Flat Tops and from Grass Valley Road. It is also visible from North Cutoff Road and surrounding public lands.
- It is located in the middle of critical winter habitat for elk, mule deer and bald eagles, and is within a seasonal transition area for big game.

We would really appreciate your support. If possible, a *letter addressed to Great Outdoors Colorado on official Town letterhead should be returned to the AVLT office at the address below by **March 1st***.

AVLT and the Dodo family thank you in advance for your help in ensuring the future of this beautiful ranch! Please call me if you have any questions or concerns.

Very Truly Yours,
Suzanne

Suzanne Stephens
Associate Director
Aspen Valley Land Trust
320 Main Street, Suite 204
Carbondale, CO 81623
t 970-963-8440
f 970-963-8441
www.avlt.org

saving the best... to last

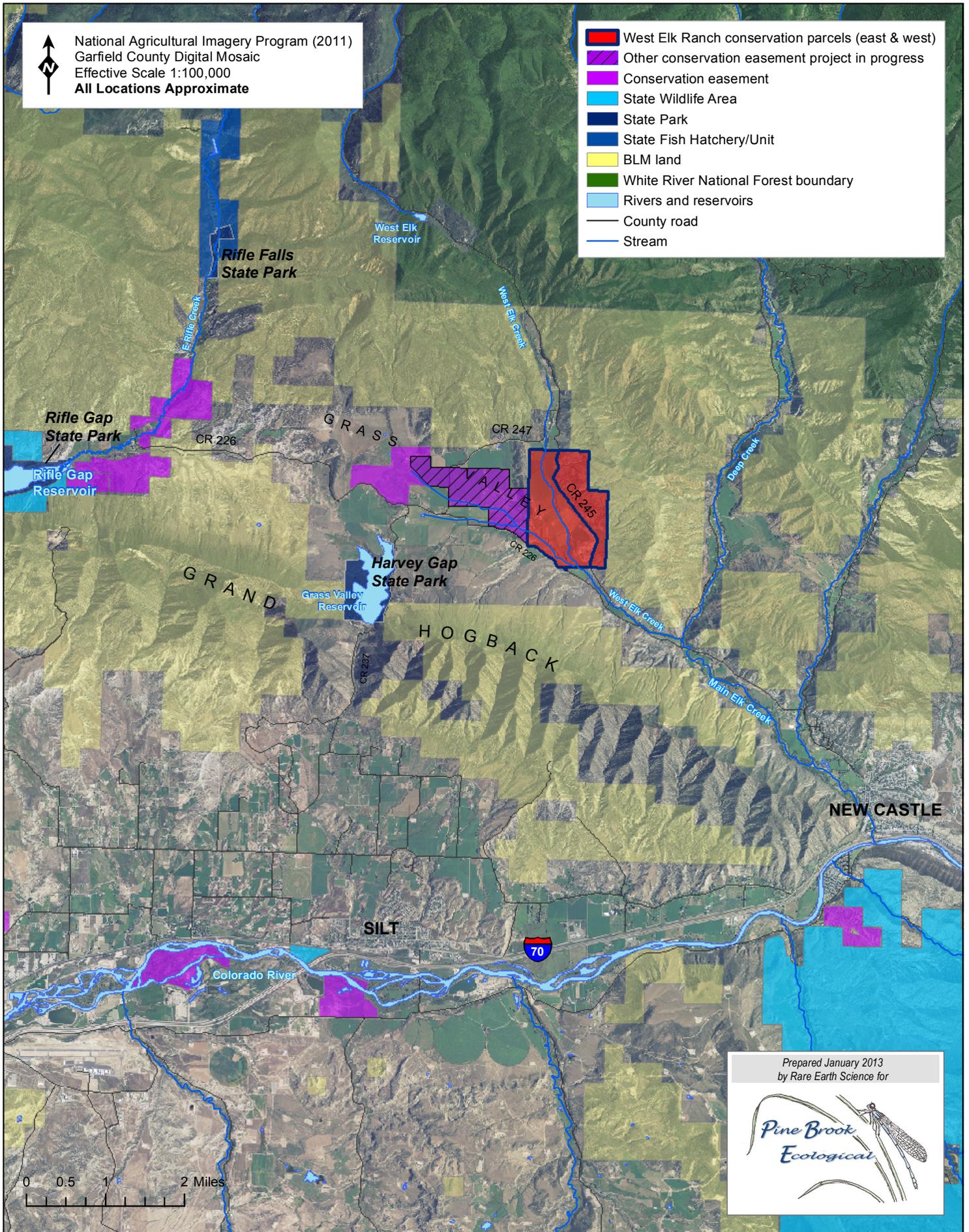


Figure 3. Area Map of West Elk Ranch and Vicinity, Garfield County, Colorado

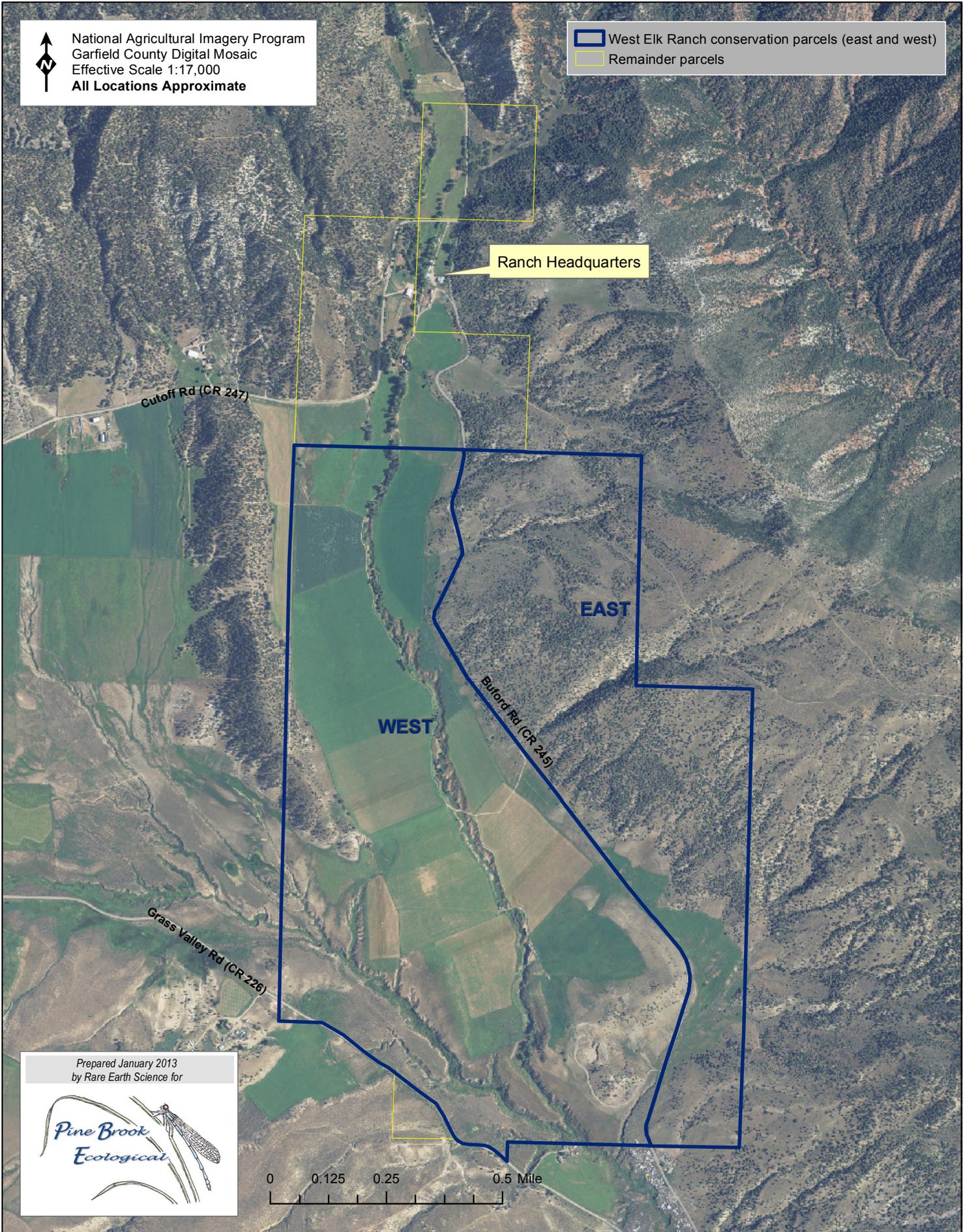


Figure 5a. Aerial Photograph of West Elk Ranch, Garfield County, Colorado



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

February 15, 2013

Open Space Grant Program
Great Outdoors Colorado
303 E. 17th Ave., Suite 1060
Denver, Colorado 80203

Re: West Elk Ranch Conservation Easement Grant Request

Dear Staff and Board of Great Outdoors Colorado,

Please accept this letter on behalf of the Town of New Castle as evidence of our full support of the West Elk Ranch Conservation Project and grant application. Aspen Valley Land Trust will be applying to Great Outdoors Colorado for Open Space funding this spring for the bargain sale purchase a conservation easement on 528-acres of West Elk Ranch, five miles northwest of New Castle in a scenic and historically agricultural part of the County of great importance to the Town.

West Elk Ranch is a working ranch located along the well-traveled Buford Road near the entrance to the National Forest and Flat Tops Wilderness – New Castle’s scenic backyard. New Castle is known as the “Gateway to the Flat Tops,” which together with Harvey Gap, Rifle Gap and Rifle Falls (state parks located near the ranch), attract hundreds of thousands of visitors and recreationists to the New Castle area each year. West Elk Ranch is a big part of the scenic landscape and ranching heritage of Grass Valley, and is visible to all travelers on Grass Valley Road, which accesses the state parks, and along a 1.7 mile stretch of Buford Road en route to the Flat Tops.

This conservation easement will also protect 1.6 miles of West Elk Creek, one of the main tributaries to the Colorado River near New Castle, and vital wildlife habitat for a range of species, including deer and elk winter range and migration corridors, and winter foraging habitat for bald eagles.

Last year, the Town of New Castle also urged your support for the conservation of Dry Elk Valley Ranch, which is formerly part of West Elk Ranch and directly adjacent to it. All together, the conservation of these two ranches will protect nearly half of the agricultural land (more than 1,500 acres) in Grass Valley – one of Garfield County’s most productive, unspoiled and scenic agricultural areas.

The conservation of agriculture, natural resources and rural landscapes is increasingly critical to the State of Colorado, and the conservation of this large part of Grass Valley will benefit residents and visitors to New Castle and Garfield County for years to come. We hope you will choose to fund this worthy project and help to save this important piece of the Western Slope for future generations.

Sincerely,

Frank Breslin
Mayor