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**New Castle Town Council Meeting
Tuesday, September 16, 2014, 7:00 p.m.**

Call to Order

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

Pledge of Allegiance

Roll Call

Present	Councilor Means
	Councilor Riddile
	Councilor Metzger
	Mayor Gordon
	Councilor Breslin
	Councilor Leland
	Councilor Stuckey

Also present at the meeting were Public Works Director John Wenzel, Town Clerk Melody Harrison, Finance Director Lyle Layton, Town Planner Tim Cain and Town Engineer Jeff Simonson.

Meeting Notice

Town Clerk Melody Harrison verified that her office gave notice of the meeting in accordance with Resolution TC-2014-1.

Conflicts of Interest

Councilor Stuckey said that he may have an appearance of conflict with the Warrior item and would recuse himself. The council agreed.

Agenda Changes

There were no agenda changes.

Citizen Comments on Items not on the Agenda

There were no citizen comments.

Consultant Reports

Consultant Attorney – not present

Consultant Planner – not present

Consultant Engineer – Town Engineer Jeff Simonson said that the pedestrian bridge project was progressing well. He said that all the piles had been drilled. He explained that three had to be drilled an additional ten feet down, so council would see a slight increase in the construction costs.

Items for Consideration

Consider a Letter of Interest from Dudley Blaylock for Appointment to a Seat on the Historic Preservation Commission

1 The council greeted Mr. Blaylock and invited him to tell the council about himself.
2 Mr. Blaylock said he was originally from Georgia but had been living in Colorado for 20
3 years. He said he was retired and looking for volunteer opportunities. Mr. Blaylock told the
4 council that in Georgia his hobby was metal detecting for Civil War relics, and that he had
5 always been interested in history.

6 Councilor Metzger said she worked with Mr. Blaylock on many volunteer projects and felt
7 he was very reliable as well as an asset to the community. Councilor Means agreed.

8 Councilor Leland said he knew Mr. Blaylock indirectly through the Lions Club, and had
9 heard positive things about him.

10
11 **MOTION: Councilor Leland made a motion to appoint Mr. Dudley Blaylock to the**
12 **Historic Preservation Commission. Councilor Riddile seconded the motion and it**
13 **passed unanimously.**
14

15
16 **Introduction: Dawn Ellis of An Exquisite Design and Emily Barham of Me and My**
17 **House**

18 Ms. Dawn Ellis introduced herself to the council. Ms. Ellis said she was the owner of the
19 new flower shop, An Exquisite Design, located at 240 W. Main Street. She said she liked
20 New Castle very much and had received a warm welcome. A veteran of the flower
21 business, Ms. Ellis said she had been self-employed for 17 years. Her business provided
22 daily delivery service from Rifle to Glenwood Springs. She said her specialty was
23 weddings.

24 The council thanked Ms. Ellis for choosing New Castle, and for coming to council.
25

26
27 **CLEER Budget Request**

28 Ms. Heather McGregor, Administrative Manager for Garfield Clean Energy (GCE). Ms.
29 McGregor said that GCE was the state's very first intergovernmental clean energy
30 authority.

31 Ms. McGregor told the council she was prepared to ask them to consider their membership
32 contribution for 2015. She said that earlier in the summer Shelly Kaup had made GCE's
33 annual energy presentation to the council and provided information on upcoming energy
34 projects. She said the 2015 contribution would help fund those projects.

35 Ms. McGregor told the council that CLEER was the organization that managed the
36 programs and services of GCE, and they were fortunate to have received two awards from
37 the Colorado Health Department. They are called SEP Grants that are funded through
38 fines levied against the oil and gas industry for environmental violations. The first one was
39 \$40k, and GCE has used those funds for rebates households and businesses in Western
40 Garfield County that has done energy efficiency upgrades. The second grant will be used
41 for a program targeting deep-level energy efficiency upgrades for homes for those low-
42 income households whose incomes are too high for the NWCOG free program, but who
43 also could not otherwise afford the upgrades, and who could benefit from the upgrades.
44 GCE will be working with real estate professionals to bring a state-level program to
45 Garfield County called Green MLS. This program will provide an energy efficiency rating to
46 MLS listings so potential buyers will get a sense of the homes' efficiency.

47 Another program GCE is interested in doing for its members called Energy Star
48 Benchmarking for buildings. Member's buildings will be rated, and if a building is rated at

1 75 or higher for their energy efficiency performance, they will get a plaque to post that
2 shows the accomplishment.

3 Ms. McGregor said that GCE intended to update the Energy Inventory. The inventory was
4 a study done in 2010, using 2009 energy usage figures across the county for electricity,
5 natural gas and petroleum. Many of GCE's goals are targeted towards 2020, and 2015 will
6 be the halfway mark. GCE had set some very ambitious goals for energy use reduction,
7 and the update will indicate how they were progressing towards the goal.

8 Ms. McGregor reviewed some of the statistics of how many people, homes and businesses
9 they have helped, and how much money that has been saved.

10 Ms. McGregor told the council that the Town of New Castle's contribution was critical to
11 the health of GCE, and asked if the council would consider funding equal to 2014, in the
12 amount of \$15,500.00.

13 The council agreed they would consider it during the budget discussions.

14 Councilor Breslin asked what their position was on water and water conservation. Ms.
15 McGregor said that the board had not really had any vigorous discussion regarding water
16 conservation, but in informal conversation, they felt that any place that water touches
17 energy was where a nexus existed that would allow them to get involved. Councilor
18 Breslin said he would like to see GCE get directly involved with the Colorado Water
19 Conservation Board.

20 The council and Ms. McGregor briefly discussed the annual financials of GCE and the use
21 of coal as an energy resource.

22 The council thanked Ms. McGregor for coming in.

23 Councilor Breslin said he wanted to follow up the discussion with a fact-finding workshop.
24
25

26 **Update: LaRoca Property Clean Up**

27 Town Planner Tim Cain explain told the council that there were architectural renderings of
28 the building in the packet. Ha also said that Dennie Talbott had submitted a letter stating
29 that Roberts and Michaels had been retained to represent the property. A Commercial
30 Marketing Analysis was underway, and should be completed soon so that the property
31 could be appropriately advertised.

32 The council briefly discussed it, noting that the property owners were making good effort
33 to comply with the council requests. They agreed with the staff recommendation to
34 extend the clean up deadline to December 31, 2014.
35

36 **Update: Lakota Warranty Work**

37 Councilor Stuckey left council chambers at 7:39 p.m.

38 Town Engineer Jeff Simonson told the council he had spoken to Blain Wright who is
39 watching the work for the town. Mr. Wright said certain areas in filing 5 were paved, and
40 the remaining areas should be complete the next day. Engineer Simonson said Bob Gibson
41 of Warrior Acquisitions confirmed that no other areas of roadway would be opened up until
42 the areas that were open are repaired. He said that the recent rain had caused some
43 delays.

44 Engineer Simonson said the contractor was making other adjustments to ensure Faas
45 Ranch Road would be completed this year.

46 He also said that one concern for the area was lawn drainage that seems to have been
47 part of the reason for the original failures. Landscaping is generally completed well after
48 the inspectors have done their final inspections. What seems to be happening is that
49 drainage from the lawns is directed to the edge of the landscaped areas, moving that

1 water under the sidewalk and/or road, which is a problem. He felt that something needed
 2 to be done to educate lot owners that drainage should be onto the sidewalk, not under.
 3 The water could also be drained onto the lawn ten feet back from the sidewalk. Similarly,
 4 some foundation drains in filing 5 were poorly directed and causing the same problem
 5 undermining the sidewalks. . The second concern was that the contactor had not removed
 6 the water from the open holes in the road, which introduced too much water into the
 7 roadway base and into the roadway itself. This will cause additional repairs that must be
 8 complete before pavement is put down.

9 Engineer Simonson said that the issues with foundation and landscaping drainage needed
 10 to be addressed somehow, so that there is not an ongoing problem with the roads and
 11 sidewalks in Lakota being undermined by water. The council agreed that Engineer
 12 Simonson should develop an education tool for the residents in Lakota.

13 Warrior Representative Bob Gibson told the council he would like to see the drainage issue
 14 be something done at final building inspection, since perimeter drains are done during the
 15 construction phase.

16 Warrior's engineering consultant, Jamie Pappas of Borne Consulting, told the council that
 17 they anticipated it would be another three to four weeks to complete Faas Ranch Road.

18 Public Works Director John Wenzel said that Town Attorney David McConaughy, who was
 19 unable to attend, wanted him to inform council that the deadline for completion of the
 20 warranty work was September 1, 2014. Attorney McConaughy wanted direction from
 21 council regarding filing a notice of breach against Warrior since the deadline for
 22 completion of the project had passed. Attorney McConaughy suggested that council
 23 demand completion and that Warrior request final inspection before October 7, 2014 when
 24 the letters of credit expire.

25 The council discussed it and agreed notice of breach should be filed and directed staff to
 26 begin the process.

27 The council, Engineer Simonson and Director Wenzel discussed the difficulties in obtaining
 28 asphalt so late in the season, and what alternatives there may be to sealing up the roads
 29 for the winter, should asphalt be unavailable. Director Wenzel said he received numerous
 30 phone calls every week from Lakota residents who are upset that the project had not been
 31 completed, and unfortunately, people thought it was a town project and it reflected poorly
 32 on the town.

33
 34 Councilor Stuckey return to council chambers at 8:04 p.m.

37 **Consider Alternate Date for Council Retreat**

38 The council decided on October 18, 2014.

41 **Consent Agenda**

42 Minutes of the September 2, 2014 meeting

43 Hacienda El Patron Hotel & Restaurant Liquor License Renewal

44 City Market 3.2% Beer Liquor License Renewal

45 LiveWell Support Letter

46 **MOTION: Councilor Breslin made a motion to approve the consent agenda without**
 47 **the September 2, 2014 minutes. Councilor Metzger seconded the motion and it**
 48 **passed unanimously.**

49 Councilor Breslin made a clarification on the minutes.

1
2 **MOTION: Councilor Breslin made a motion to approve the September 2, 2014**
3 **council minutes. Councilor Metzger seconded the motion and it passed**
4 **unanimously.**
5
6

7 **Staff Reports**

8 Town Administrator – not present

9 Town Clerk – Town Clerk Melody Harrison suggested that if the council decided to have an
10 opening event to commemorate the new pedestrian bridge and trail, that the 5k/10k run
11 proposed could benefit the town. Each entrant could be charged an entry fee and the
12 proceeds could help fund solar lights for the bridge. Clerk Harrison also said that she sent
13 out an e-mail to the council the Friday before each council meeting. She said that if
14 anything such as the location or start time of the meeting were out of the ordinary, the
15 Friday e-mail would specify the changes. She asked if that was adequate notice for the
16 council, and asked that they offer suggestions if there was some other communication
17 they preferred.

18 Town Planner – present for agenda items

19 Public Works Director – Director Wenzel told the council that he felt the work at Lakota
20 could be completed in three weeks, and that filing a notice of default may inspire Warrior
21 to prioritize completion of the work.

22 Director Wenzel gave the council a brief description of the diffuser problem he had been
23 having at the wastewater plant. He told the council that the problem had finally been
24 resolved.

25 26 **Commission Reports**

27 Planning & Zoning Commission – nothing to report

28 Historic Preservation Commission – nothing to report

29 Economic Advisory Committee – nothing to report

30 Senior Programs – nothing to report

31 RFTA – nothing to report
32

33 **Council Comments**

34 Mayor Gordon thanked the council for changing the council retreat date.

35 Councilor Metzger asked if any more consideration had been given to an online payment
36 option for the citizens. Finance Director Lyle Layton said staff would look into it.

37 Councilor Breslin told the council that town notices were now being posted at River Park.

38 Councilor Breslin asked the council if they thought CRP certification should be reemphasized
39 for staff and council. Mayor Gordon and Director Wenzel thought it was a good idea.

40 Councilor Riddile asked if there would be a fall clean-up this year. Council and staff
41 discussed possible dates, and Director Wenzel said he would let everyone know what the
42 date would be.

43 Councilor Riddile said even with the construction going on, there were many pedestrians
44 that walked over the bridge. Additionally, the drivers were not very careful, and he asked
45 if some thought could be given to creating a three-way stop at the T intersection on the
46 south side of the interchange bridge. He also suggested that the trail from River Park be
47 continued across the commercial property to connect to the intersection. Engineer
48 Simonson said the intent was that when the commercial property was developed, the trail
49 would be completed as part of that developer's obligation. The other thought was to have
50 the trail wind down and under the bridge so there was no interaction between traffic and

1 pedestrians. All the council agreed a trail from River Park would be an amenity to the
2 town. Director Wenzel said he would look into options for providing a temporary trail, and
3 Engineer Simonson said the idea for a three-way stop would have to be approved by
4 CDOT.

5 Councilor Leland told the council that Finance Assistant Debbie Nichols was working on
6 financial statements from Burning Mountain Festival. Once they are complete, council
7 would receive a copy.

8 Councilor Leland proposed that perhaps the council should consider changing the name of
9 the Climate Action Advisory Committee. He suggested the Environmental Advisory
10 Committee, and said it could be considered another time.

11 Mayor Gordon said he appreciated when the council members brought things to the
12 council. Councilor Riddile's comments about safety for the town, and Councilor Metzger
13 inviting new business owners to come to council. Councilor Breslin's creative ideas and for
14 looking out for the town. Mayor Gordon thanked them for their positive contributions.

15 Councilor Metzger told the council that New Hope Church would hold their first service in
16 their new building on the weekend.

17 **MOTION: Councilor Metzger made a motion to adjourn. Councilor Means**
18 **seconded the motion and it passed unanimously.**

19
20 The meeting adjourned at 8:55 p.m.

21
22
23 Respectfully Submitted,

24
25
26
27
28 _____
29 Mayor Bob Gordon

30
31
32 _____
33 Town Clerk Melody Harrison, CMC
34

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2
3 **New Castle Special Town Council Meeting**
4 **Tuesday, October 7, 2014, 6:00 p.m.**
5

6 **Call to Order**

7 Mayor Gordon called the meeting to order at 6:01 p.m.
8

9 **Pledge of Allegiance**

10
11 **Roll Call**

12 Present	Councilor Means
	Councilor Riddle
	Councilor Metzger
	Mayor Gordon
	Councilor Breslin
	Councilor Leland
	Councilor Stuckey
19 Absent	None

20
21 Also present at the meeting were Town Administrator Tom Baker, Town Clerk Melody
22 Harrison, Town Attorney David McConaughy, Town Planner Tim Cain and Town Finance
23 Director Lyle Layton.
24

25 **Meeting Notice**

26 Clerk Harrison verified that her office gave notice of the meeting in accordance with
27 Resolution TC-2014-1.

28 **Conflicts of Interest**

29 There were no conflicts of interest.
30

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

32 There were no citizen comments.
33

34 **Items for Consideration**

35
36 Town Attorney David McConaughy told the council that they could discuss the Senior
37 Housing project in open session, and the council could decide during that discussion if an
38 executive session was necessary.
39

40 Attorney McConaughy told the council that he had received a draft lease-purchase
41 agreement from Community Resource Housing Development Corporation (CRHDC) that he
42 had made changes to and sent back to them. CRHDC had not disagreed with the proposed
43 changes. He said that he would like to know if the council agreed with the staff
44 suggestions. He said he felt the real issue was whether the council agreed with the terms

1 of the deal, which included a lease term of two to four years for the nominal amount of
 2 \$1,000.00 per year and an option agreement that gave CRHDC the right to purchase the
 3 property after the deed restriction on the property expired. If CRHDC decided to purchase
 4 the property, it would be at full fair market value as determined by an appraiser. Attorney
 5 McConaughy had proposed a process by which an appraiser would be chosen. He said
 6 there was a requirement the applicant should be aware of in that the parcel is part of the
 7 Lakota Canyon Ranch PUD, which means nothing can be built until a PUD approval
 8 process is done. This will include sketch, preliminary and final plan approval through the
 9 Planning & Zoning Commission, as well as approval of an ordinance by town council. The
 10 process will take three to four months. Attorney McConaughy said he had provided this
 11 information to the applicant in November 2013 through Town Planner Tim Cain. Signing
 12 the lease prior to the land use approval is unusual but the applicant needed to show they
 13 had legal rights to the property to qualify applying for the necessary grants that will pay
 14 for the project.

15 Administrator Baker explained that CRHDC had done the same thing on the Front Range
 16 and had invested almost \$400k before they were able to get the tax credit authorization.
 17 He said they would explain later why their plan changed from the four percent to the nine
 18 percent tax credit program, and what it means. He said he felt they were committed to
 19 moving forward on the process while they applied for the tax credit program. This meant
 20 they were putting their money at risk, even if it took more than one application cycle to
 21 qualify for the tax credit.

22 Attorney McConaughy told the council that he felt the whole proposal was very
 23 straightforward. He asked if the council was willing to tie up the parcel and preclude other
 24 uses for as long as four years, for \$1,000.00 per year. There was the possibility they may
 25 not exercise the option to buy the land.

26 After a brief discussion, the council felt they should go ahead with the staff suggestions.
 27 Administrator Baker and Attorney McConaughy explained the process and basic timeline of
 28 the project including the lease-purchase, the application for the tax credits, the land use
 29 process for sketch, preliminary and final plans, and the land purchase and construction.
 30 They also said that CRHDC could explain some of the changes in the process they made
 31 since the last time council met with them.

32 ~~**Executive Session (1) for conference with Town Attorney for purpose of receiving**~~
 33 ~~**legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); and**~~
 34 ~~**(2) for purpose of determining positions relative to matters that may be subject**~~
 35 ~~**to negotiations, developing strategy for negotiations, and/or instructing**~~
 36 ~~**negotiators, under C.R.S. Section 24-6-402(4)(e) concerning Colorado Resource**~~
 37 ~~**Housing Development Corporation Lease Purchase Agreement**~~

38 The executive session was cancelled.

39 **2015 Budget Proposal**

40 Finance Director Layton gave a copy of the proposed 2015 budget to each council member.
 41 He reviewed some of the major points in the budget. He asked that the council to review it
 42 and contact him with questions. He told the council that the proposal did not include any
 43 salary increases or additional positions, those items would be considered during the council
 44 retreat.
 45

1 Administrator Baker told the council that the budget could be further refined at a special
2 meeting and at the retreat.

3
4 At 6:40 Administrator Baker told the council that after conferring with the town attorney,
5 they felt the senior housing discussion could begin immediately as a work session, and once
6 the regular meeting began at 7:00, the discussion could continue.

7
8 Andy Proctor, Department of Local Affairs, Division of Housing. Mr. Proctor explained to
9 the council that CRHDC had altered the project to the nine percent tax program because
10 the previously proposed four percent tax created a funding gap that was too large to
11 overcome, and keep the project affordable.

12 Administrator Baker asked Mr. Proctor if the reason they wanted to purchase the land was
13 because of the nine percent tax program. Mr. Proctor said that the four percent program
14 gave them less equity, not enough to purchase the land. The nine percent gave them
15 enough to pay for the land rather than a ground lease, although purchasing the land was
16 not required for the tax program.

17 Attorney McConaughy asked what would happen if the land appraisal came back twice as
18 high as everyone expected. Mr. Al Gold said they wanted to have the land appraised now,
19 and the council felt that was not beneficial for the town. Councilor Stuckey asked if the
20 appraisal was done now, if the town could request a percentage increase of the property
21 value based on the market, and Mr. Gold agreed it could be negotiated. Mayor Gordon
22 said he thought it was reasonable the CRHDC was asking for a locked-in land purchase
23 price because the town was asking them to proceed with the project. Mr. Proctor said that
24 locking in a price now gave both parties clarity and assurance to move forward. The draft
25 contract had an agreement on how the land would be fairly appraised. He felt that both
26 parties were helping the other achieve their goals.

27 Attorney McConaughy said a provision could be added to the lease-option agreement to
28 provide an adjustment to the purchase price should the economy increase or decrease. He
29 thought that perhaps the Consumer Price Index could be the appropriate gauge for any
30 change in land value.

31 Carly Johansson, of CRHDC, said that there was survey work being done on the property
32 as part of the tax credit application process. The next date for applying will be February or
33 May, 2015. She said they would like to have an appraisal done as well as release an RFP
34 for an architect. The market study is very much in favor of affordable senior housing.
35 Moving forward with the PUD process would make their tax credit application more
36 competitive.

37 Ms. Johansson said that finalizing the lease-option agreement would be the first step
38 towards finalizing the tax credit application.

39 Attorney McConaughy advised the council that the regular meeting should be called to
40 order.

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3 **New Castle Town Council Meeting**
4 **Tuesday, October 7, 2014, 7:00 p.m.**
5 **Town Hall**
6 **450 W. Main Street**
7

8 **Call to Order**

9 Mayor Gordon called the meeting to order at 7:00 p.m.

10
11 **Pledge of Allegiance**
12

13 **Roll Call**

14 Present Councilor Means
15 Councilor Riddile
16 Councilor Metzger
17 Mayor Gordon
18 Councilor Breslin
19 Councilor Leland
20 Councilor Stuckey
21

22 Also present at the meeting were Town Administrator Tom Baker, Town Clerk Melody
23 Harrison, Town Attorney David McConaughy, Town Planner Tim Cain and Town Finance
24 Director Lyle Layton.
25

26 **Meeting Notice**

27 Clerk Harrison verified that her office gave notice of the meeting in accordance with
28 Resolution TC-2014-1.
29

30 **Conflicts of Interest**

31 Councilor Stuckey stated that he may have a conflict or the appearance of a conflict with
32 the Warrior item, and would recuse himself. The council agreed.
33

34 **Agenda Changes**

35 Administrator Baker told the council he would like to remove the minutes from the
36 consent agenda. He explained that staff had had an extraordinary week, and it had been
37 necessary to remove Clerk Harrison from her regular duties. He said the minutes would be
38 available very soon. The council agreed.
39

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

41 There were no citizen comments.
42

43 **Update: Colorado Community Resource Housing Development Corporation**

44 Administrator Baker summarized the work session discussion for the council:

1 During the work session council received an explanation why the financing strategy was
2 changed from a four percent to a nine percent tax credit. This was because the financing
3 gap seemed to be insurmountable with the four percent strategy. The nine percent
4 strategy is more rigorous but provides a higher chance of success.

5 The first step needed was that council and Community Resource Housing Development
6 Corporation (CRHDC) needed to agree on a lease-purchase option that would provide
7 CRHDC site control needed to proceed with the tax credit application. There was talk
8 about an escalator/de-escalator clause if an appraisal would be done in the near term.
9 Last, CRHDC agreed that once they had site control, they would move forward
10 immediately with the project.

11 Councilor Leland asked how long it took for CRHDC to get the tax credit on their other
12 project. Ms. Johansson said it took about a year and a half. Councilor Leland said that was
13 probably good since there was still two years on the property restrictions.

14 Councilor Leland asked about the results of the market report.

15 Ms. Johansson described the competition and capture rates in the study. She also
16 described how they pertained to the tax credit application. She also described the waiting
17 lists at the other senior housing projects in the county, which were very high.

18 Councilor Riddile asked how the project would be handled should Mr. Gold or Ms.
19 Johansson leave employment at CRHDC. Mr. Gold said that CRHDC had been in operation
20 for forty-three years, and they had a succession plan in place. He felt that there was
21 enough stability in the organization to easily move forward should one person leave the
22 company.

23 Councilor Stuckey asked if any infrastructure or other work would be done on the site
24 prior to receiving the grant. Mr. Gold said some preliminary work would be done, such as
25 soils tests and engineering, but no construction would be done before financing was in
26 place. Mr. Gold and Ms. Johansson said they would like to get through the land use
27 process as well.

28 Attorney McConaughy said he would draft another lease-purchase document for the
29 council to consider at the next meeting.

30 The council thanked Mr. Gold, Mr. Proctor and Ms. Johansson.

34 **Items for Consideration**

37 **Update: Lakota Warranty Work**

38 Councilor Stuckey asked to be recused. The council agreed. Councilor Stuckey left council
39 chambers at 7:20 p.m.

40 Administrator Baker asked Town Engineer Jeff Simonson to provide the council an update
41 on the bridge and pedestrian trail after the Warrior discussion.

42 Engineer Simonson told the council he had spoken with Blaine Wright who is inspecting
43 the work for the town. He said the original bid-scheduled work in filing 5 was complete,
44 but that there was additional work that would have to be done. This was a result of
45 additional damage done during construction and because of the recent wet weather. Spur
46 Drive subgrade improvements/repairs have been done and they were waiting for the holes
47 to dry out. Paving is scheduled to take place on the 17th. Work on Faas Ranch Road was
48 supposed to begin the next week.

1 Bob Gibson and Engineer Simonson agreed that it was important to seal up the open
2 areas of roadway before winter weather set in. Engineer Simonson told the council there
3 was crack sealing and chip sealing that should be scheduled in the spring, when there was
4 warmer weather.

5 Mr. Gibson said that the letters of credit had been extended into November, so that the
6 town was covered.

7 Engineer Simonson felt that the work could be complete in 2014, with the exception of the
8 crack and chip seal. The letters of credit would have to be readdressed to accommodate
9 that work next year.

10 Attorney McConaughy said that the agreement that required completion of the warranty
11 work by September 1, 2014 had not been amended. The direction to staff had been to
12 send the applicant a notice of breach. The letters of credit had been extended to
13 November 28, 2014. The council had the option to call those letters of credit at any time
14 and then the town would complete the work, although staff was not recommending it.
15 Attorney McConaughy said the agreement could be amended to include the scope of work
16 that could not be completed by November 28, and felt that Engineer Simonson should
17 provide a list of incomplete items and an appropriate amount of security. Attorney
18 McConaughy said staff was not recommending the agreement be amended or that any
19 remedies be exercised, instead he thought the default should be remedy enough for the
20 time being.

21
22 Councilor Stuckey returned to chambers at 7:30 p.m.

23
24 Engineer Simonson said that the railroad section of the pedestrian bridge was scheduled
25 to be set on October 14. The I-70 section would be set on October 15, and the river
26 section on October 21. He described how the bridge sections would be assembled and set,
27 and when there would be road closures.

28 He said the pedestrian trail was essentially on schedule and budget.

29
30 Mr. Zachariah Milby, of 841 Mt. View Drive, asked Councilor Stuckey by what criteria he
31 chose to recuse himself. Councilor Stuckey said that Warrior was one of his clients; that
32 he had designed the clubhouse and he had designed some homes for them. Mr. Milby said
33 there had been no topic discussed in which Councilor Stuckey had a substantial economic
34 interest. Councilor Stuckey said he recused himself to avoid there being the appearance of
35 a conflict of interest. Mr. Milby asked if the municipal code or the council had a list of
36 criteria for recusal. Councilor Stuckey said he had been advised by the town attorney,
37 David McConaughy, and whenever there was a possible question, or the appearance of a
38 conflict, he felt it was better to err on the side of caution by recusing.

39 Mr. Milby said he felt that the councilors were elected to make decisions on behalf of the
40 citizens, and to be in attendance at meetings, and he was concerned Councilor Stuckey
41 was recusing himself unnecessarily.

42 Again, Councilor Stuckey stated that he wished to err on the side of caution, and would
43 not want to appear conflicted in some way, or appear to be influencing the other council
44 members. Anything that influenced his client financially could influence whether or not
45 they employ him. The warranty work is a substantial amount of money and it could
46 influence them to do or not do something else that he may be involved in.

1
2
3 Councilor Breslin asked Attorney McConaughy if FedEx might have been interested in a
4 site in New Castle.

5 Attorney McConaughy said he was the attorney for the developer and could not comment,
6 but said he had put his client directly in touch with Administrator Baker.

7
8 **Consent Agenda**

9 September bills of \$759,523.58

10 Silver Club Saloon Tavern Liquor License Renewal

11 Proclamation -October Conflict Resolution Month

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

13 **Councilor Riddile seconded the motion and it passed unanimously.**

14
15 **Rosie Ferrin – Historic Community Discussion**

16 Administrator Baker said he had begun a flip chart in relation to the Historic Community
17 discussion and would get up from time to time to write down the various ideas.

18 Rosie Ferrin, New Castle resident.

19 Ms. Ferrin greeted the council and thanked them for allowing her to speak with them.

20 Ms. Ferrin told the council that she was establishing the Ferrin Foundation, and would like
21 to see a collaborative effort between the town and her foundation to make her dream of a
22 historical community come true. The historic community would include, arts, music,
23 history and environment.

24 Ms. Ferrin said when she was teaching second grade social studies she obtained
25 information about the Williamsburg Historical Community, and felt that Williamsburg
26 reminded her of Main Street New Castle. After the school district moved out of the old
27 schoolhouse, she told herself she wanted to do something with the old building. Ms. Ferrin
28 did not feel she and her husband's heirs would carry on with her work towards a historical
29 community. This is why she was speaking with the council.

30 Ms. Ferrin described her efforts over the years to preserve and protect the New Castle
31 community, as well as the surrounding area. She also described her efforts to help the
32 homeless, as well as restore the old schoolhouse building. Ms. Ferrin felt she had a good
33 relationship with the Garfield County Commissioners, and had their commitment to assist
34 her in building a historical community in New Castle.

35 Ms. Ferrin and the council discussed her ideas at length. The council stated their interest
36 in the historical community idea, and told Ms. Ferrin they needed more information and
37 also needed to speak with the town attorney for advise on how to proceed.

38 Ms. Ferrin felt it was too soon to involve attorneys and stated that she was disappointed in
39 the reception the council offered her and her historic community dream. Ms. Ferrin said
40 she would have to reconsider her partnership offer to the town.

41
42 Zachariah Milby said he felt the council was acting appropriately, because it would be
43 irresponsible for the council to jump into such a project without any deliberative
44 discussion. The purpose of any legislative or governing body. He said he felt discussion

1 with the town attorney was appropriate, and felt that the county commissioners should do
2 the same.

3
4 Mayor Gordon thanked Ms. Ferrin for making her presentation to the council, and assured
5 her they would study it thoroughly.

6
7 **Consultant Reports**

8 Consultant Attorney – present for agenda items

9 Consultant Planner – not present

10
11 **Staff Reports**

12 Town Administrator – Administrator Baker told the council that Public Works Director John
13 Wenzel would attend the next council meeting and describe the ICS planning model for
14 the council, so they could understand how Debbie Nichols utilized it to plan Burning
15 Mountain Festival. He asked the council to feel free to comment so that their ideas could
16 be incorporated into the next event planning.

17 Councilor Metzger said that the organization at Elk Creek Elementary for the parade was a
18 little messy. She thought that each parade entrant could be assigned a number and the
19 parking lot be staked out with those numbers so each entrant was staged and things
20 stayed more organized. Administrator Baker said that task could be assigned for next
21 year. Councilor Leland suggested that John Harcourt be asked to share the organization
22 system he used for the 125th anniversary parade because that seemed to work well.

23 Councilor Breslin said he was impressed how well everything went with Burning Mountain
24 Festival. How much the very small staff was able to accomplish in such a short time frame
25 and to have the event go so well was quite an accomplishment. Councilor Leland said his
26 wife was a vendor this year, and the vendors all liked the way they had been managed.
27 Administrator Baker said he had also hear that the vendors were pleased.

28 Administrator Baker told the council that occasionally, the staff received special event
29 applications for block parties. There had recently been a block party on Safflower Court
30 that had gone very well. The applicant asked if the party could be done strictly on private
31 property because they could not afford the liability insurance necessary to use the public
32 right of way. Staff felt that as long as the neighbors were notified, the event remained on
33 private property and the music ended at a reasonable time the applicant should move
34 forward with their event. Administrator Baker felt this was in line with the council's effort
35 of civic engagement and encouraging community-building efforts.

36 Administrator Baker said that at the retreat he would like to concentrate the time that
37 Town Clerk Harrison, Finance Director Layton and Public Works Director Wenzel were in
38 attendance. He did not want to bring in more staff than necessary, and wanted to dismiss
39 them late morning, with council finishing in the early afternoon. The council agreed.

40 Administrator Baker told the council that there was an effort by Terry Knobb to resurrect
41 the chamber of commerce. He said staff was working with them, and that Ms. Knobb
42 would bring her ideas to them in the future.

43 Town Clerk – Clerk Harrison told the council that she and Debbie Nichols had been
44 discussing the town Christmas party, and were wondering how the council felt about

1 moving the party to January, and calling it an Employee Appreciation party. The council
2 generally agreed with the idea, as it provided some extra time, and some more open
3 scheduling in the local restaurants. Clerk Harrison told the council that she had been
4 looking into the online bill-pay option for the town and would bring that information to the
5 council retreat. She also told the council that she would be bringing the citizen votes to
6 them at the next council meeting for their consideration. She asked if they wanted to see
7 all votes, or just the top few. The council agreed that they wanted to see all the name
8 suggestions so they could choose their favorite one and that they would not necessarily
9 choose the name with the most votes.

10 Town Planner – not present

11 Public Works Director – not present

12 13 **Commission Reports**

14 Planning & Zoning Commission – nothing to report

15 Historic Preservation Commission – nothing to report

16 Economic Advisory Committee – nothing to report

17 Senior Programs – nothing to report

18 RFTA – nothing to report

19 Associated Governments of Colorado – not so many citizen initiatives on ballot

20 21 **Council Comments**

22 Councilor Stuckey said that he felt it would be a good idea that Attorney McConaughy
23 provide the council with a list or some written guidelines regarding conflict of interest. He
24 felt the information could be provided at the council retreat.

25 Councilor Leland told the council that the construction of the Jolley Trail was complete. He
26 said there were a lot of citizens that volunteered as well as Roaring Fork Outdoor
27 Volunteers. He said he had already seen people using the trail.

28 Councilor Leland read an e-mail from Anne Stuckey that stated there were perhaps events
29 on the town website that were outdated because that section of the site was an ongoing
30 social media blog.

31 Administrator Baker said he had a discussion with the Garfield county webmaster who said
32 the new town website was wonderful.

33 Councilor Breslin said that he and his wife had recently reflected on the town and how
34 talented the staff was, and felt that the town should be poised for success.

35 Councilor Metzger told the council that Emily Barham of Me and My House was unable to
36 attend the council meeting on September 16 because she was so busy. Councilor Metzger
37 was not sure why Ms. Barham had not shown up this evening.

38 Councilor Metzger said that a doctor friend of hers, who lived in Glenwood Springs,
39 brought his children to New Castle because the recreation programs were so wonderful.
40 She said the Larry McDonald, the Recreation Director, was doing a very good job.

41 Councilor Metzger thought flowers should be sent to Elk Creek Elementary to congratulate
42 them for being chosen as a National Blue Ribbon School. Councilor Leland said he would
43 write a proclamation.

1 Councilor Riddile asked that Public Works Director John Wenzel be complimented on the
2 excellent job he did running the previous council meeting. Administrator Baker said he
3 would pass it along.

4 Mayor Gordon wanted to clarify that the Talbotts had not graduated from the old
5 schoolhouse. He said his class was the last to graduate there.

6 Councilor Metzger asked what they would do about Ms. Ferrin.

7
8 **MOTION: Councilor Metzger made a motion to adjourn. Councilor Metzger**
9 **seconded the motion and it passed unanimously.**

10
11 The meeting adjourned at 9:55 p.m.
12

13 Respectfully Submitted,
14
15
16
17

18 _____
19 Mayor Bob Gordon
20
21

22 _____
23 Town Clerk Melody Harrison, CMC
24

LEASE AND OPTION TO PURCHASE

1. Grant of Option.

- a. Lease: Pursuant to this Lease and Option to Purchase (“Agreement”) ← *Formatted: Justified*
~~the~~ Town of New Castle, Colorado, whose address is 450 W. Main Street, P.O. Box 90, New Castle, Colorado 811647, in the County of Garfield and State of Colorado (hereinafter called the “Town” or “Grantor” or “Lessor”) in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable considerations provided in hand paid by Community Resources & Housing Development Corporation, a Colorado nonprofit corporation, of 7305 Lowell Blvd, Suite 200, Westminster, Colorado 80030 (hereinafter called “CRHDC” or “Grantee” or “Lessee”) does hereby lease the Property to CRHDC for ~~two (2) years~~ the Term at \$1,000 rent per year for the duration of the Term.
- b. **Option:** In addition, the Town gives and grants to CRHDC the exclusive right and option to purchase the Property (“Option”) at any time after ~~two (2) years from the date hereof and within three (3) years from the date hereof~~ December 4, 2016, and before the end of the Term, with an option to extend the Option for an additional year in the event CRHDC is not awarded low-income housing tax credits (“Tax Credits”) from Colorado Housing and Finance Authority (“CHFA”) ~~within during three (3) the Term. years with the~~ CRHDC shall inform the Town at least sixty days before the end of the Term of its intent to extend the Option.
- c. **Option Price:** If CRHDC exercises its Option, the purchase price shall be the fair market value of the Property to be determined by an appraisal performed by a Colorado Housing and Financing Authority (“CHFA”) approved appraiser (“Option Price”). CRHDC shall provide a list of approved appraisers, and the parties hereto shall mutually appoint one appraiser from the list to determine the Option Price. The parties shall split the cost of the appraisal. In the event the parties cannot agree on an appraiser, each party shall conduct an independent appraisal at its own expense, and the Option Price shall be an average of the two appraisals. The appraisal ~~shall~~ may occur any time after prior to the signing of this Agreement, and the Option Price shall be due and payable in certified funds at the time and in the manner hereinafter provided. Upon exercising the Option and paying the Option Price, all right, title, and interest in the following property in Garfield County shall pass to CRHDC, to wit:

LOT 2A, AMENDED FINAL PLAT, LOT 2, LAKOTA CANYON RANCH,
PHASE 7, ACCORDING TO THE PLAT THEREOF RECORDED JULY
30, 2010 UNDER RECEPTION NO. 789213.

Also known as TBD Castle Valley Blvd. (the “Property”)

1.2 Lease Terms.

- a. **Rent:** Rent is \$1,000 per year which amount shall be due and payable in full on the first day of each year and all rent paid is to be applied as a credit to the Option price.
- b. **Lease Term:** The term of the lease is a minimum of two (2) years and a maximum of ~~four-three (43)~~ years. If CRHDC has not obtained CHFA tax credits by the end of the Term, CRHDC shall have the option to extend the lease for an additional year. Lessee shall inform Lessor of its intent to extend the lease at least sixty (60) days before the end of the Term, that is dependent upon the exercise of the Option to Purchase and the option to extend the lease, both as described above.
- c. **Use of Premises:** The Premises shall be used for the purpose of determining soils conditions and constructing, operating, improving, and maintaining dwelling and related structures on the Property as a low-income housing project (the "Project"), and this ~~A~~ agreement is to evidence site control for such Project. The development, use and occupancy of the Property is expressly contingent upon the processing and approval of a Final PUD Development Plan subject to all applicable requirements for the Lakota Canyon Ranch PUD. Lessee shall bear all expense and risk associated with the processing of such application and understands that final approval is not guaranteed.
- d. **Indemnification:** Lessee agrees to indemnify and hold Lessor and all of its officers, agents, and employees harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the Premises; provided, however, that this indemnification shall not cover any Losses arising out of Lessor's negligence or willful misconduct, or the negligence or willful misconduct of its officers, agents, or employees.
- e. **Notice and Cure:** A breach ~~of by~~ Lessee in the performance or observance of any of the covenants of Lessee in this Lease and the failure of Lessee to cure such breach within thirty (30) days after written notice to do so is given by Lessor to Lessee shall constitute a violation by Lessee, unless the nature of the default is not curable within such time period and Lessee is diligently proceeding in its efforts to cure the breach, in which event the cure period shall be extended for a cure period not to exceed of at least ninety (90) days. Unless and until Lessor issues written notice to Lessee and Lessee has had the opportunity to cure a breach as provided in the preceding sentence, Lessee shall not be liable to Lessor for any violation.
- f. **General Remedies:** Should Lessee's breach remain uncured beyond the thirty- or ninety-day period, Lessor is entitled but not limited to the following remedies: right of eviction; termination of the lease and/or option; suing for damages resulting from the uncured breach; suing for

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specific performance of this Agreement, not including force of sale; and any other remedy available to Lessor in law or equity.

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f.g. Quiet Enjoyment: Lessor agrees that Lessee, its successors and assigns, shall peaceably and quietly hold, enjoy and occupy the Premises for the Lease Term without any hindrance, interruption, ejection or molestation by Lessor or by any other persons whatsoever; provided, however, nothing herein shall limit the Lessor's rights and jurisdiction to enforce state, federal, or local laws or regulations through its police department or code enforcement officers.

g.h. Surrender of Possession: If upon expiration or termination of the Lease Term, Lessor does not grant further use rights to the Lessee or its assigns, through the Option to Purchase or otherwise, Lessee shall, upon demand, peaceably surrender possession of the Premises to Lessor.

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h.i. Insurance: Lessee agrees to obtain and maintain insurance in a commercially reasonable amount to cover losses occurring on the Property such as property damage, personal injury or death. All such insurance policies shall name Lessor as an additional insured.

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i.j. Maintenance Costs: Lessee shall pay all costs ~~for~~ of maintaining the vacant land of the Property in its current condition (~~ie.g.:~~ mowing, trimming ...etc.). Lessee shall comply with the Town of New Castle weed management plan and all applicable ordinances. Furthermore, Lessee shall comply with the Lakota Ranch Wildfire Hazard Mitigation and Response Plan and all maintenance obligations imposed on the Property by the First Amended and Restated Master Declaration of Protective Covenants, Conditions and Restrictions for Lakota Canyon Ranch.

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2.3. Notice of Exercise of Option.

a. **Exercise of Option:** Written notice of the election of ~~the~~ CRHDC to purchase under the terms of the Option ("Notice") must be given to the Town at least sixty (60) days prior to the date on which CRHDC desires to take possession of the Property. Notice may be given to the Town at 450 W. Main Street, P.O. Box 90, New Castle, Colorado 811647, within during three (3) years of the date of the Term of this agreement, but no sooner than December 4, 2016. ~~and~~ In case ~~said n~~ Notice is given by such mailing, the time of the deposit of the same in such prepaid sealed envelope in a depository for the receipt of the United States mail shall not only constitute sufficient notice to the Town of such action, but the time of such ~~notice of election acceptance~~ Notice shall be in such case the time of the delivery of the same in a United States post office as aforesaid.

b. **Right to Second Appraisal:** The Option Price determined in accordance with Paragraph 1c. of this Agreement shall remain valid until

December 4, 2016, and shall be the Option Price to be paid by CRHDC if Notice is given on or within sixty (60) days after December 4, 2016. In the event CRHDC provides Notice after said time, either party shall have the right to conduct a new appraisal at its own expense to determine the fair market value of the Property as of the Notice date and establish a new purchase price ("New Option Price"). If the other party disputes the New Option Price, said party shall have the right to conduct its own appraisal at its expense, and the closing date shall be extended accordingly. The New Option Price, if any, shall reflect the Property's updated fair market value as determined by either (a) the electing party's appraisal, if there is no contest; or (b) the average of both parties' appraisals if there was disagreement over the electing party's appraisal.

3.4. Engineering. Any engineering expenses incurred by CRHDC shall be at its expense. ~~The parties agree that they will keep this agreement and terms in strict confidence and will not publish the terms of this agreement to any third parties.~~

Commented [DHM1]: Town is subject to Open Records Act and Open Meetings Law. Confidentiality is not possible.

4.5. Conveyance. Upon the giving of ~~such notice of election to purchase~~ Notice in compliance with Paragraph 3a. above, the Town shall within ~~60~~ 30 days close the purchase of the Property. ~~Lessee agrees to accept the Property "as is" and acknowledges that it will complete all inspections and due diligence investigation before giving notice of election to exercise the option~~ Notice to the Town.

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5.6. Taxes and Special Assessment. During the Term, Lessee is required to pay all tap fees, water, sewer, and other utility costs associated with the Property. The Property is tax-exempt until closing, at which time Lessee shall become responsible for All taxes and special assessments, if any water and sewer charges shall be prorated to the date of closing of the purchase. CRHDC and the Town shall split the costs of closing.

Commented [DHM2]: Lessee will need to cover water and sewer costs (including tap fees) during the lease term. The property is tax-exempt until closing so there is nothing to prorate.

6.7. Evidence of Title. The Town will provide to CRHDC a title insurance commitment from a reputable title insurance company approved by CRHDC at least thirty (30) days before the day of closing the purchase of the Property. The title insurance shall be in the amount of the purchase price and paid for by CRHDC. ~~The Title Commitment will commit to delete or insure over the standard exceptions, and the Town shall pay for any premium expenses to obtain endorsement for the extended coverage. CRHDC shall receive copies of any plats, declarations, covenants, conditions, and restrictions burdening the Property, and copies or summaries of any other documents listed in the schedule of exceptions in the Title Commitment ("Title Documents"). CRHDC has until ten days after receipt of the Title Documents to review and object to: (1) any required Title Document, (2) any change to the Title Commitment or Title Documents, or (3) any endorsement in or exception to the Title Commitment. If the Town has fulfilled its obligations, if any, to deliver to CRHDC the Title Commitment and all Title Documents and the Town does not receive CRHDC's Notice of Title Objection by the applicable deadline specified above, CRHDC accepts the condition of title as disclosed by the Title Commitment and Title Documents as satisfactory. If CRHDC objects to any Title Document or exception, the Town shall have ten (10) days from the receipt of the Notice of Title Objection to cure~~

Commented [DHM3]: Add standard title review/cure process per CO real estate commission form.

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any deficiency. If the Town fails to cure or the parties cannot come to an agreement on the title issue within the ten-day period, CRHDC shall have the option to terminate the Agreement. Lessor and Lessee acknowledges that the Property is subject to deed restriction prohibiting conveyance until December 4, 2016.

7.8. Warranty Deed. Upon the exercise of the Option to Purchase, the Town will execute and deliver a good and sufficient Special General Warranty Deed to CRHDC free and clear of all liens and encumbrances subject only to the exceptions show on the approved title commitment pursuant to Paragraph 7 ~~(→) above, existing easements, mineral and other reservations, rights of way for roads, ditches, and utilities and subject to inclusion of said land in special assessments districts,~~ and subject to the zoning rules of the Town of New Castle.

9. Time of the Essence/Remedies. Time is of the essence hereof. In the event that a default occurs in this contract, then the non-defaulting party shall have any and all remedies existing at law and equity including specific performance.

8.10. Miscellaneous.

~~a) The Town shall provide an updated survey of the Property prior to closing the purchase of the Property. The Property shall be delivered in the same condition as it was at the signing of this Lease and Option to Purchase Agreement, customary use and wear expected.~~

~~a) Both the Town and CRHDC shall maintain loss or damage and liability insurance pertaining to the Property during the Lease Term to cover property damage, personal injury or death and shall add the other party as an additional insured to the policy.~~

b) ~~c) The Town hereby allows CRHDC to grade and prepare the entire Property according to CRHDC's plans and conduct soils testing. Said permission is expressly contingent upon CRHDC obtaining the necessary permits and approvals from the Town pursuant to the New Castle Municipal Code. No grading relating to public improvements shall be allowed until the Final PUD Development Plan has been approved and a Development Agreement has been created between CRHDC and the Town. Security may be required for any and all approvals required under this Paragraph.~~

e) ~~d) CRHDC is, and will remain, the only party granted this exclusive Option to Purchase until the Option expires by its terms. CRHDC shall have the right to extend the Option beyond the ~~three-four (34)~~ years for an additional year if it is not awarded Tax Credits from CHFA during the ~~three (3) year period of Term of this Lease and Option to Purchase Agreement.~~~~

d)

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Commented [HMC4]: Need to follow up per comment at 10/7/14 meeting?

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Commented [DHM5]: Lessor needs to submit an application for a grading permit. Security may be required. No grading relating to public improvements is allowed until the PUD plan is approved.

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e) The Option to Purchase will be contingent upon CRHDC's receiving an award of Tax Credits and/or acceptable alternative funding for the development of the Property and a clear Phase I environmental review.

9.11. Failure to Exercise Option. If the CRHDC shall fail to exercise the Option to Purchase within the period provided therefore, then this agreement shall be void and of no further force or effect and the money paid for the Option and all rents shall be non-refundable.

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10.12. Assignment/Successors Bound. The Town hereby consents to CRHDC assigning the Option to Purchase to a CRHDC-affiliated single asset ownership entity for purposes of developing the Property.

Commented [DHM6]: Add standard provisions including no waiver of governmental immunity, all monetary obligations of Town are subject to TABOR, etc.

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13. Counterparts. This Lease and Option to Purchase may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

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14. Entire Agreement. This Agreement memorializes and constitutes the final, complete and exclusive Agreement and understanding between the Town and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or oral. CRHDC acknowledges that no officer, partner, agent, attorney or representative of the Town has made any promises or representations whatsoever, express or implied which is not expressly contained in this Agreement. CRHDC further acknowledges that it has not executed this Agreement in reliance upon any representation, or in reliance upon any belief as to any fact not expressly stated in this Agreement. This Agreement may not be amended or modified, except in a writing signed by all parties to this Agreement.

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

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16. TABOR. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the Town to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

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17. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado. Any monetary obligations of the Town herein are subject to all requirements and limitations of the

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Colorado Constitution including but not limited to annual budgeting and appropriation procedures.

18. Attorneys' Fees; Survival. Notwithstanding anything to the contrary, should this Agreement become the subject of litigation to resolve a claim of default in performance, to the extent permitted by law, the prevailing party shall be entitled to reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

19. Immunity. The Parties hereto understand and agree that the Town does not waive or intend to waive by this Agreement or any provision hereof the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq. as amended from time to time or otherwise available.

In Witness Whereof, the parties have executed this Lease and Option to Purchase with an effective date of ~~September~~ November _____, 2014.

GRANTOR:

THE TOWN OF NEW
CASTLE, COLORADO

By: _____
Name:
Its:

GRANTEE:

COMMUNITY RESOURCES &
HOUSING DEVELOPMENT
CORPORATION

Alfred Gold, Executive Director

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Town of New Castle, State of Colorado

Proclamation

WHEREAS, Elk Creek Elementary School serves New Castle Students from pre-school through Grade Four; and

WHEREAS, on September 29 the United States Department of Education announced the selection of Elk Creek Elementary School as a National Blue Ribbon School; and

WHEREAS, this honor recognized Elk Creek for Exemplary Achievement Gap Closing, meaning that the school has closed the learning gap among students of different socioeconomic backgrounds; and

WHEREAS, Secretary of Education Arne Duncan said: "These great schools are fulfilling the promise of American education—that all students, no matter their name or zip code, can flourish when schools provide safe, creative, and challenging learning environments"; and

WHEREAS, Elk Creek Elementary was one of only four Colorado schools recognized with a Blue Ribbon award; and

WHEREAS, all New Castle citizens are proud of the hard work and achievement of the students, faculty and staff which made this award possible;

NOW, THEREFORE, the Town Council of the Town of New Castle recognizes Elk Creek Elementary School for this extraordinary achievement and the honor it brings to the RE-2 School District and to the Town.

*Let this Proclamation be entered into the official records of the Town
On this 21st day of October, 2014.*

Mayor : _____
Bob Gordon

Attest: _____
Town Clerk Melody Harrison, CMC