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

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

Agenda

New Castle Town Council Regular Meeting Tuesday, October 18, 2022, 7:00 PM

Starting times on the agenda are approximate and intended as a guide for Council.
The starting times are subject to change by Council, as is the order of items on the agenda.

Virtual Meetings are subject to internet and technical capabilities.

[To join by computer, smart phone or tablet click HERE](#)

If you prefer to telephone in:

Please call: 1-346-248-7799

Meeting ID: 709 658 8400

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

The Council Packet is available [HERE](#)

Call to Order

Pledge of Allegiance

Roll Call

Meeting Notice

Conflicts of Interest

Agenda Changes

Citizen Comments on Items not on the Agenda

-Comments are limited to three minutes-

Consultant Reports

Consultant Attorney

Consultant Engineer

Items for Consideration

A. Introduction: Assistant Planner Lauren Prentice and Finance Assistant Michelle Mills [Page 3](#)

B. Proclamation Honoring John & Cori Webber [Page 4](#)

C. Garfield Clean Energy Update and Budget Request [Page 5](#)

Recess the Town Council Meeting, Convene as the Local Liquor Licensing Authority

D. Consider a Special Events Liquor License Application from P.E.O. Chapter AO for an Event to be Held on December 9, 2022 [Page 16](#)

Adjourn the Local Liquor Licensing Authority, Reconvene the Town Council Meeting

E. Consider Resolution TC 2022-15 - a Resolution of the New Castle Town Council Approving an Intergovernmental Agreement to Fund Withdrawal Management Services in Garfield County [Page 23](#)

F. Discussion and Direction: Town Prosecutor [Page 38](#)

G. Executive session for discussion of a personnel matter under CRS 24-6-402(4)(f) and not involving any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; specifically, regarding candidate(s) for the position of Police Chief

Consent Agenda [Page 39](#)

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

[September 20, 2022 minutes](#)

Staff Reports

Town Administrator
Town Clerk
Town Treasurer
Town Planner
Public Works Director

Commission Reports

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

Council Comments

Adjourn



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Memorandum

To: Mayor and Council
Subject: Council Agenda – Introduction to new staff members
From: David Reynolds
Date: 10/18/22

The purpose of this agenda item is to introduce Town Council to new team members Lauren Prentice and Michelle Mills.

Lauren is a New Castle resident who began her career as the Assistant Town Planner on June 20, 2022. Lauren has demonstrated a passion for her position and has worked tirelessly to advance her training and education related to building code, land use code, building plan reviews, as well as the administrative duties needed to operate Building and Planning. Lauren provides excellent support to our Town Planner and has become a valued member of the New Castle Team.

Michelle is a New Castle resident whose career with the Town began on September 26, 2022. Michelle is doing a great job of absorbing information and learning how we operate Accounts Payables and many other Finance Department tasks. Michelle is a team player and has already stepped up and helped out with our annual *Clean Up Days* and other projects that may normally fall outside of routine Finance Department work. Viktoriya and Loni are encouraged by Michelle's quick advancement, positive attitude, and strong work ethic. We are looking forward to watching Michelle continue in her understanding of our operations and anticipate good things for Michelle in her career with New Castle.



Town of New Castle, State of Colorado

Proclamation

WHEREAS, John and Cori Webber opened their restaurant in the historic Barry Building in 1999; and

WHEREAS, first as Elk Creek Mining Company and later as 88 Grill, the restaurant gained widespread popularity with faithful local patrons as well as with visitors to New Castle; and

WHEREAS, in both incarnations the restaurant has been an enthusiastic supporter of the town and its residents; and

WHEREAS, the Elk Creek Mining Company and 88 Grill has consistently and generously donated to local schools, charities and organizations; and

WHEREAS, Volunteer New Castle named the restaurant as the very first Business Volunteer of the Year; and

WHEREAS, the town staff and council consider the Webbers to be models of civic involvement and cooperation; and

WHEREAS, after 23 years the Webbers will close the 88 Grill, leaving a gap in the life of downtown New Castle; and

WHEREAS, while the Ore House will keep the Webbers active in the town, the closing of their restaurant must be acknowledged;

NOW THEREFORE, the Town Council of the Town of New Castle speaks for our residents in regretting the loss of an iconic business; and

FURTHER, the Council thanks John and Cori Webber for their exemplary service to the town, welcomes their continued involvement as owners and operators of The Ore House, and declares them to be Honorary Citizens of New Castle.

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

ATTEST:

Melody Harrison, Town Clerk

Art Riddile, Mayor



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Memorandum

To: Mayor and Council
Subject: Council Agenda – Update Report from Garfield Clean Energy (GCE)
From: David Reynolds
Date: 10/18/22

The purpose of this agenda item is to allow time for representatives from Garfield Clean Energy to update Town Council on the work that they have been doing in 2022, and the work that they have planned for 2023.

With programs that include, 2021 Solarize Garfield County, 2022 ReEnergize Garfield County, multiple educational webinars, Western Colorado Solar Event, DOLA Renewable Energy Challenge Grant, CMC/Holy Cross Community Scale Solar Project, and multiple transportation initiatives, GCE has been busy in Garfield County working to assure that energy conservation awareness and real-world solutions are available to a wide range of area residents and businesses.

Because GCE relies heavily on local financial support, their presentation also includes an update on their current funding sources, as well as a request for continued Town support. Historically the Town of New Castle has budgeted funding amounts to GCE that ranged from \$13,000 in 2012, to \$17,500 in 2016 to 2019, and \$7,500 from 2020 to 2022. GCE is requesting that Town Council considers raising our funding to GCE for budget year 2023.



Town of Parachute | City of Rifle | Town of Silt
Town of New Castle | City of Glenwood Springs
Town of Carbondale | Roaring Fork Transportation Authority
Garfield County | Colorado Mountain College
Holy Cross Energy

Managed by CLEER: Clean Energy Economy for the Region / (970) 704-9200 / P.O. Box 428, Carbondale, Colorado 81623

To: Mayor Riddile and the New Castle Town Council
Through: David Reynolds, Town Manager
From: Garfield Clean Energy Collaborative
Date: August 17, 2022
Re: **Garfield Clean Energy 2023 budget request**

As the Town of New Castle starts the 2023 budget process, the Garfield Clean Energy Board would like to request that GCE membership be included in your 2023 budget and that your jurisdiction considers increasing the amount above the 2022 level.

The Town of New Castle's participation in the Garfield Clean Energy Collaborative is deeply appreciated and has been critical to GCE's original founding and continued success. As a county-wide effort, together we have created very significant measurable results. (Please see the attached summary and brochure on GCE's cumulative results in the region.) Looking ahead to 2023, we have significant opportunities to continue to grow the positive results of GCE for our region and to achieve GCE Goals to increase energy efficiency, renewables and clean transportation throughout the region.

The attached chart shows the historic amounts that each partner has contributed to this countywide effort and a suggested minimum amount for your jurisdiction for 2023. As the chart demonstrates, the GCE budget has remained relatively flat since GCE started over 10 years ago. The GCE Board has given direction to ask each partner to consider increasing budget amounts to ensure that GCE can continue to create countywide energy efficiency, clean energy, and clean mobility benefits.

The chart indicates what we know so far has been included as a placeholder in the Garfield County Budget for GCE 2023, and the minimum amounts recommended for 2023 for each partner.

Over the past years, GCE typically requests time on each GCE partner's agenda to provide an update on GCE results and share the next year's scope of work. To ensure that the GCE amount is included early enough in your budget process we are submitting this request now and would like to follow up as works best for your board on a presentation in October. Please let us know if any additional background on the budget request would be helpful.

Garfield Clean Energy														
Partnership Function	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Known 2023 Placeholder	Suggested amounts for 2023	
Garfield County	155,000	255,000	155,000	180,000	150,000	150,000	150,000	160,000	170,000	150,000	150,000	\$330,000	\$330,000	
Parachute	1,000	1,000	1,000	2,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000		\$3,000	
Rifle	38,000	38,000	30,150	3,000	3,000	3,000	3,000	3,000	3,000	0	10,000		\$10,500	
Silt	2,500	2,500	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000		\$3,150	
New Castle	13,000	13,000	15,500	15,500	17,500	17,500	17,500	17,500	7,500	7,500	7,500		\$16,500	
Glenwood Springs	43,000	43,000	43,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000		\$55,000	
Carbondale	25,000	85,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		\$35,000	
RFTA	20,000	20,000	27,500	25,000	25,000	25,000	30,000	30,000	30,000	30,000	30,000		\$35,000	
Colorado Mountain	29,000	29,000	29,000	30,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000		\$36,830	
Holy Cross											10,000		\$10,500	
Subtotal	\$326,500	\$486,500	\$329,150	\$329,000	\$305,000	\$155,000	\$160,000	\$160,000	\$150,500	\$147,500	\$317,500		\$535,480	
Grants														
Garfield County Re-energize Rebates for distribution											\$150,000			

Cumulative Results:

Since GCE’s initial start-up, GCE’s emphasis has been on making it easier for governments, schools, households, and businesses to use energy more efficiently, save on energy bills, tap locally available renewable energy, develop cleaner mobility options, and do all this in a way that helps diversify the Garfield economy and provides additional opportunities for Garfield residents businesses. Through joining forces, Garfield communities are able to create economies of scale in program delivery and leveraged significant outside funding.

Cumulatively this has resulted in over 2,000 energy efficiency projects, 15.6 MW of solar across the county, and over \$2.27 million in annual energy savings. Please see the attached brochure for more background, and below are more detailed lists of results.

2021-2022 Highlights

Residential and Commercial Program

In addition to continuing to provide energy coaching services for homeowners and businesses interested in efficiency, beneficial electrification, and/or solar, here are some highlights of our work in the residential and commercial sector.

2021 Solarize Garfield County

GCE launched and implemented a very successful bulk buy solar program called Solarize Garfield County. The program launched on March 2021, with local company Active Energies Solar as the solar installer (selected through a competitive RFP process). We partnered with Solar Energy International to utilize their Solarize tool kit to provide us with the tools and materials to help launch a program (saving on start-up costs). We set a goal to spur 40 new solar installations in Garfield County through this program, a goal based on other counties’ success in implementing the program. We far exceeded those goals, as detailed in the tables below and in this article:

<https://www.postindependent.com/news/local-solarize-campaign-boosts-garfield-county-solar-energy-investment/>

Total Enrollments	Xcel customers (eligible for GCE rebate)	Holy Cross customers	Glenwood Springs Electric	Total enrollments
Carbondale	83	51		134
Glenwood Springs	17	34	81	131
New Castle	44	3		47
Silt	16	6		22
Rifle	18	1		19
Parachute/Battlement Mesa	1	6		7
Unknown location / outside of Garfield County / duplicates				48
				408

Systems Sold	Xcel customers (eligible for GCE rebate)	Holy Cross customers	Glenwood Springs Electric	Total Systems sold	Total PV Sold (kW)	Project Costs
Carbondale	23	20	-	43	368.33	\$1,122,863
Glenwood Springs	4	10	28	42	320.3	\$1,092,181
New Castle	12	-	-	12	86.72	\$262,953
Silt	5	-	-	5	50.83	\$159,355
Rifle	4	-	-	4	18.08	\$57,318
Parachute/ Battlement Mesa	1	3	-	4	27.21	\$84,175
Totals	49	33	28	110	854.975	\$2,840,383

Rebates Provided	Total Systems sold	Total rebate amount
Garfield Clean Energy	49	\$67,500
Holy Cross Energy	33	\$112,251
Glenwood Springs Electric	28	\$40,500
Active Energies Solar	110	\$38,325
Total	110	\$258,576

2022 ReEnergize Garfield County

Garfield Clean Energy was able to provide rebates for energy efficiency improvements to low-to-moderate income households in 2022 thanks to the \$150,000 provided by Garfield County. ReEnergize Garfield County’s main focus is to help families reduce their utility bills, improve their comfort level and address health and safety issues in the home.

ReEnergize partnered with existing income-qualified programs such as WAP and CARE to fill in the gaps and will also offer rebates to families that might make too much to qualify for these programs but still fall within moderate income guidelines. The program launched in March with a week-long in-person event hosted in each Garfield County Library. We partnered with the Northwest Council of Governments to provide energy audits and energy efficiency measures to all ReEnergize participants. We set a goal to spur 50 new LMI projects in Garfield County through this program, a goal based on previous years in implementing a similar program. The ReEnergize program has helped many families address health and safety in their homes and reduce their energy bills. The program has also helped several families qualify for other state and federal weatherization programs that offer additional incentives for energy efficiency measures. We far exceeded those goals, as detailed in the tables below and in this article:

<https://www.postindependent.com/news/reenergize-program-so-popular-that-funding-is-running-out/>

2022 ReEnergize Garfield County Program to date	Qualified to date*	Home visits	Upgrades complete	ReEnergize funding allocated	Total paid for completed projects
Parachute / Battlement	15	7	21	\$22,378	\$8,163
Rifle	20	8	22	\$32,239	\$15,509
Silt	12	4	26	\$12,980	\$4,980
New Castle	21	4	21	\$28,160	\$12,437
Glenwood Springs	35	10	22	\$29,569	\$14,315
Carbondale	20	8	9	\$29,493	\$10,626
Countywide total	123	41	121	\$154,819	\$66,030

As of 8/9/22

*Qualified number includes all ReEnergize applicants who qualified for CARE and WAP. All others are ReEnergize numbers only.

Educational Webinars

Garfield Clean Energy events and trainings 2021-2022 (as of 8/19/22)			
Event / Webinar name	Date	Location	Participants
Money Saving Seminar for Homeowners with Electric Heating Systems	1/12/2021	Zoom	88
Money Saving Seminar for Homeowners with Propane Heating Systems	1/19/2021	Zoom	41
Replacing your natural gas furnace or AC – consider a Cold Climate Heat Pump	1/26 - 1/30/2021	Zoom	70
Solar + Storage: Is battery backup right for your home?	4/1/2021	Zoom	70
ASHP New Build – for contractors	5/4/2021	Zoom	39
ASHP New Build – for consumers	6/15/2021	Zoom	38
Ductless Mini-split Heat Pumps	8/31/2021	Zoom	57
Heat Pumps for existing homes with electric baseboard heating	9/7/2021	Zoom	42
Heat Pumps for existing homes with ducted furnace systems	9/14/2021	Zoom	26
Electric Vehicle Ride and Drive	12/11/21	Fairgrounds during the Flea Market	40
ReEnergize Garfield County - Launch week	2/28/2022	Carbondale Public Library	12
	3/1/2022	Glenwood Springs Public Library	20
	3/2/2022	New Castle Public Library	7
	3/2/2022	Silt Public Library	15
	3/3/2022	Rifle Public Library	15
	3/4/2022	Parachute Public Library	2

Partners in Energy	5/11/2022	Morgridge Commons	29
Bike There Event	6/22/2022	Garfield County Libraries/RFTA stations	193
COSSA Solar Event	6/24/2022	Rifle Public Library	50
Partners in Energy	7/13/2022	Morgridge Commons	28
Mini-Split Heat Pumps for cooling (and heating)	7/19/2022	Zoom webinar	48
Ducted Heat Pumps	7/26/2022	Zoom Webinar	36

Harnessing the Benefits of Solar for Western Colorado event

GCE co-hosted, with the Colorado Solar and Storage Association (COSSA), a one-day seminar for six western Colorado counties and solar-industry professionals to learn about and discuss the benefits of large-scale solar installations. The event was held at the Rifle Branch Library on June 24 and included about 50 individuals. Representatives from Garfield, Montrose, Delta, Moffat, Mesa, and Routt counties, plus national and local BLM representatives, heard presentations on a regional solar plus storage study, the life cycle impacts of solar and storage equipment, land use codes, and agriculture and solar symbiosis. Local, national, and international solar industry professionals were also on hand to answer questions, and hear concerns and comments from county representatives.

Here is an article about the event:

<https://www.postindependent.com/news/garfield-neighboring-counties-prepare-pave-the-way-for-solar-surge/>

Commercial Coaching

Staff continued to do outreach and provide coaching to businesses, but have found that businesses continue to have limited capacity to pursue projects. With many facing staffing shortages following the pandemic, they have not been able to prioritize tackling efficiency projects. While the numbers have not been close to our goals, here is a list of entities we've provided energy coaching and rebate assistance to in 2022:

- Charcoal Burger - Glenwood Springs
- Colorado River Fire and Rescue - New Castle, Silt and Rifle
- YouthZone - Glenwood Springs
- Our School - Glenwood Springs
- ECOS Enviro and Disaster Restoration - Glenwood Springs
- Honey Butter - Carbondale
- Glenwood Adventure Park and Caverns - Glenwood Springs
- Ascendigo Autism Services - Carbondale
- Colorado River Fire and Rescue - New Castle, Silt and Rifle
- YouthZone - Glenwood Springs
- Our School - Glenwood Springs
- Iron Mountain Hot Springs - Glenwood Springs
- Glenwood Arts Center

Multi-family Design Assistance

With many new construction projects happening, we've provided varying levels of design assistance to help project owners and managers understand the opportunities and benefits of incorporating efficiency and electrification technologies. These include:

- Wapiti Commons, a Habitat for Humanity project in Rifle.
- Painted Pastures, a multi-family project in Silt

- Sopris Apartments in Carbondale
- Rifle Tiny Homes
- Red Hill Lofts in Carbondale
- Sopris Storage and Apartments in Carbondale
- New Habitat for Humanity multi-family project in Glenwood Springs

Renewable Energy

The staff for GCE have achieved some significant accomplishments in 2021 related to solar energy. The Post Independent summarized the activity in this article:

<https://www.postindependent.com/news/solar-power-projects-flaring-up-all-over-garfield-county/>

DOLA Renewable Energy Challenge Grant

In partnership with CORE and Walking Mountains Science Center, we completed all components of the DOLA grant which includes:

- Three County Solar +Storage Study: Meeting local, state and utility clean energy targets while maximizing regional benefits in Eagle, Garfield and Pitkin Counties. We'll provide more details of the findings of this report during the presentation and we've provided the Executive Summary in this packet. The full study can be found at: <http://wccleanenergy.org/3-county-solar-study/>
- Solar Development Resources for local governments and landowners, along with a dynamic solar map available to solar developers and also useful for planning staff and local utilities.
 - <http://wccleanenergy.org/local-government-resources/>
 - <http://wccleanenergy.org/landowner-resources/>
 - <http://wccleanenergy.org/solar-map/>
- Economic Transition Assessment: A preliminary look at the level of dependence of Garfield County and governmental entities in the county on revenue derived from the oil and gas industry, such as property taxes, severance taxes, and federal mineral lease funding.

CMC/Holy Cross Community Scale Solar Project

- Staff worked closely with CMC to identify a solar developer to work with while also working with Holy Cross Energy to put together a tariff program to ensure that the project created wins for all entities involved. This project has taken a few years to put together and here is a great summary article published in the spring: <https://www.solarpowerworldonline.com/2021/04/amesco-plans-solar-storage-project-on-colorado-university-land/>

Transportation

Our transportation programs focus on promoting transit and biking/walking and increasing availability of charging stations and electric vehicles.

Electric Vehicle and Charging Station Work

- Grant application submitted on behalf of the Town of New Castle for a new charger.
- Helped Garfield County submit an application for its administration offices in Rifle.
- Assisted the Third Street Center in Carbondale in submitting grant applications for EV charging.
- Look into funding opportunities for developing a Garfield Clean Energy EV Readiness Plan.

#BikeThere

- Hosted a Bike to Work Day event in June 2022 with breakfast stations at RFTA Park and Rides. Bike to Work Day also featured an e-bike prize drawing courtesy of Colorado E-Bikes. Participants can enter to win the Magnum Cosmos e-bike (a \$2,000 value) during the event or by entering at any Garfield County library during the week of June 20-26.
 - <https://www.postindependent.com/news/glenwood-springs-celebrates-bikethere-bike-to-work-day-on-wednesday/>

Outlook and Planning for 2023

A countywide Energy Action Plan is currently being updated in collaboration with Xcel Energy Partners in Energy program. A countywide task force is assisting with the plan update, and after a 3rd workshop in late September this plan will go to the GCE board for approval. This updated Garfield Energy Action Plan will guide the 2023 GCE Scope of Work and deliverables for 2023. Given state and federal developments on clean energy, the GCE structure and updated Garfield Energy Action Plan will position our region well to tap these additional sources of funding.



How energy efficiency, clean transportation and local power create measurable economic benefits:

- Diversify the economy
- Create and expand new business opportunities
- Lower energy costs for families, businesses, and governments, freeing up funds for other priorities
- Grow the local economy
- Create new jobs
- Lower business operating expenses
- Create competitive advantages
- Stabilize energy costs



Garfield Clean Energy Targets

Energy efficiency:

- Achieve a 20 percent increase in energy efficiency over the 2015 baseline by 2030

Local power:

- Obtain 35 to 50 percent of energy from renewable sources by 2030

Clean transportation:

- Reduce petroleum consumption by 25 percent from the 2009 baseline by 2020

Energy efficiency and renewable energy targets adopted in 2017 through the Partners in Energy project, sponsored by Garfield Clean Energy, Xcel Energy and CLEER

Main images on this page and on cover courtesy of Ryan Mackley, Align Multimedia.

KEYS TO SUCCESS

The benefits to Garfield County's economy from energy efficiency, local renewable energy and alternative transportation fuels have been made possible by:

- State-local partnerships
- Ongoing multiple sources of investment and funding, including state and federal funding
- Countywide collaborative framework
- Public sector/private sector partnerships
- Local, regional and state leadership and vision

PARTNERS INCLUDE:

Garfield Clean Energy Collaborative: Parachute, Rifle, Silt, New Castle, Glenwood Springs, Carbondale, Garfield County, Roaring Fork Transportation Authority, and Colorado Mountain College.

CLEER, Energy Outreach Colorado, Holy Cross Energy, Xcel Energy, Glenwood Springs Municipal Electric, New Energy Technology, Aspen Skiing Company Environment Foundation, CORE, Alpine Bank, Energy Smart Colorado, Roaring Fork School District, and all the many participating contractors and Garfield residents.

STATE AND FEDERAL FUNDING SOURCES:

Colorado Department of Local Affairs (2009-2011)
Colorado Energy Office
Department of Energy/Better Buildings Grants (through 2014)

FOR MORE INFORMATION

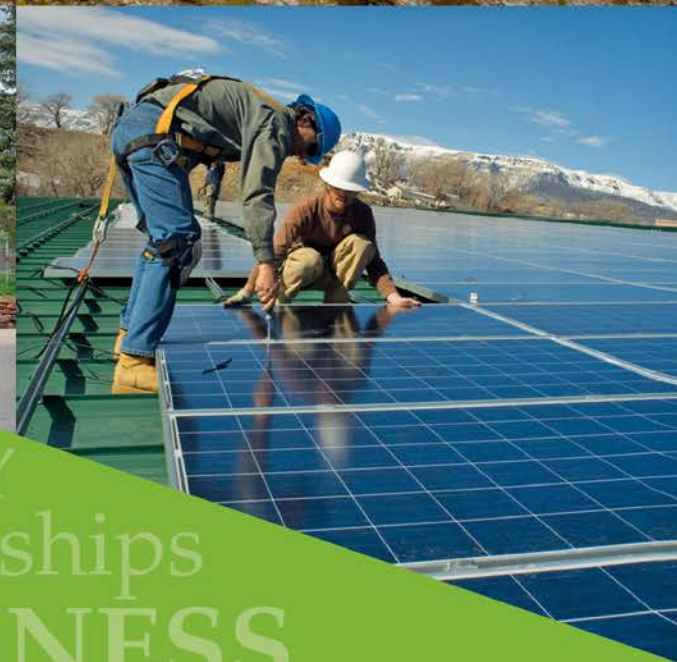
GCE: GarfieldCleanEnergy.org

CLEER: CleanEnergyEconomy.net

CLEER Offices: 970-704-9200

Garfield Clean Energy

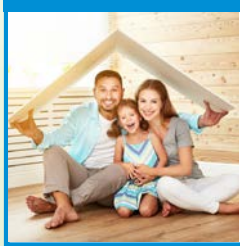
Economic growth through energy efficiency, local power and clean transportation



resilience
 security
 family
 new jobs
 future
 opportunity
 savings
 innovation
 ENERGY
 partnerships
 BUSINESS
 independence
 diversification

ENERGY INNOVATIONS CREATE COUNTYWIDE ECONOMIC DEVELOPMENT

JUST A FEW EXAMPLES



SUPPORTING WORKING FAMILIES

Launched in early 2022, ReEnergize Garfield County provides financial aid and individual coaching to help low- to moderate-income residents make energy-saving and money-saving home improvements.



COMMUNITY-SCALE SOLAR

Garfield County is a solar leader, with GCE playing a key role in projects such as this one in Silt and another at Colorado Mountain College's Spring Valley campus.



WASTEWATER TREATMENT EFFICIENCY

Fine-tuning operations at New Castle's wastewater treatment plant delivered significant cost savings.



LOCAL POWER FOR BUSINESS

Glenwood Springs Subaru replaced parking lot lights with dimmable LEDs and installed a 96-kW solar array, cutting electric bills by 44%.



ELECTRIFYING TRANSPORTATION

Garfield County now boasts 31 electric vehicle charging stations, thanks in large part to GCE/CLEER's efforts to help site owners access funding.

PARACHUTE



RIFLE

SILT

NEW CASTLE


GLENWOOD SPRINGS

Colorado River




BETTER BOTTOM LINE

GCE has helped nearly 400 businesses with technical advice and incentives to achieve rapid payback through energy-saving projects.



SENDING SOLAR THROUGH THE ROOF

Solarize Garfield County exceeded all expectations in 2021, generating \$2.8 million in rooftop solar and battery investment, adding 850 kW of renewable energy to the grid and helping county residents bank \$270,000 in rebates.



BATTLEMENT MESA WATER PLANT

Mesa Metro District installed a 435-kW solar array for its water treatment plant, providing all its electricity.



EXPERIENCE ELECTRIC RIDE & DRIVES

This event series promotes the adoption of EVs in Garfield County and the wider region through in-person demos, educational presentations and webinars, and group-buy campaigns.



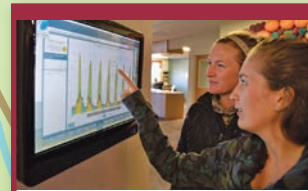
PROJECTS SPUR BUSINESS DEVELOPMENT

Clean energy projects have stimulated demand for nearly 400 contractors and suppliers since 2010, aided by GCE's contractor expos and trainings.




CELEBRATING PEDAL POWER

GCE launched BikeThere Garfield County in 2021 to encourage residents to look at ways to reduce their carbon footprint and choose healthy, fun alternatives to driving.



BUILDING ENERGY NAVIGATOR

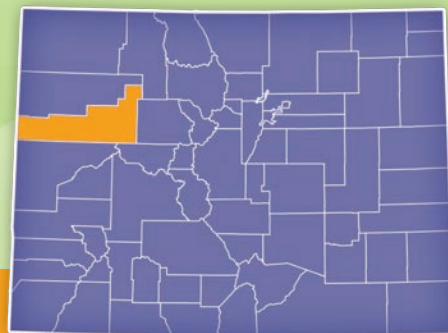
CLEER's Building Energy Navigator website displays energy data for 90 government buildings countywide. It's a valuable tool for facility managers. Kiosks, like this one at the Carbondale Recreation Center, provide easy public access to energy data.



100% SOLAR HIGH SCHOOL

Through student initiative, Roaring Fork High School in Carbondale invested in efficiency, then installed a 379-kW solar array to power 100% of annual electric use.

CARBONDALE



GARFIELD COUNTY
COLORADO
POPULATION 60,000

x 64 counties = more resilient statewide economy and achieving statewide goals

BY THE NUMBERS

Energy efficiency, local power, and clean transportation add up to measurable economic and environmental benefits.

CUMULATIVE RESULTS 2010-2021:
(except where noted)

ENERGY EFFICIENCY

Households

1,460 Household projects
\$729,000 Annual energy savings
\$9.7 million Investment stimulated

Commercial

398 Business, church & nonprofit projects
\$1.37 million Annual energy savings
\$7.24 million Investment stimulated

Government

43 Government facility energy efficiency upgrades
\$2.96 million Investment stimulated
90 buildings Using Navigator data to cut costs
\$173,000 Annual energy savings

LOCAL POWER

37 Government buildings, facilities, schools and libraries powered by solar energy
2.2 megawatts

8 Community solar gardens
13.4 megawatts

TOTAL of all government and solar gardens produces enough to power 3,350 homes

CLEAN TRANSPORTATION

31 Public EV charging stations (**96** plugs)
3 Public compressed natural gas (CNG) fueling stations
8 RFTA fleet electric buses
34 RFTA fleet CNG buses
319 Electric vehicles (EV) and **153** plug-in hybrids registered countywide
120,000 Bicycle miles ridden

ECONOMIC BENEFITS

392 Participating contractors and distributors
\$7.71 million Cumulative energy savings
\$50.73 million stimulated including all solar, CNG stations and energy efficiency upgrades

ENVIRONMENTAL BENEFITS

54,655 metric tons of carbon avoided annually from energy efficiency projects alone – equivalent to emissions from 6,585 homes or 11,880 vehicles

Memo

To: Local Liquor Authority
From: Melody Harrison, Town Clerk
Date: 10.18.2022
Re: PEO Chapter AO

Request: The PEO Sisterhood, Chapter AO through its representative Mary Gervais requests a special events liquor license for the PEO Sisterhood, Chapter AO Brunch.

Recommendation: PEO representative, Mary Gervais, informed staff that Rolling Fork will cater the brunch event and will serve champagne and orange juice in the form of mimosas. If Rolling Fork is not able to provide the alcohol service, members of PEO will serve. Guests will be limited to two drinks.

Ms. Gervais also confirmed to staff that PEO is aware of their liability as related to alcohol service which was why their event was early in the day and why they are limiting how many drinks a guest may have.

Last, the applicant lists the license time to be from 9:00 a.m. to 5:00 p.m. These times include several hours for set up and clean up. Alcohol will be served for a three-hour window from 10:30 a.m. to 1:30 p.m.

If Council's consensus is to approve the attached application for a special event liquor permit for PEO, Chapter AO's brunch event, the Clerk's Office staff recommends that Council consider requiring a 100% I.D. check. Currently, it is unknown if anyone from Rolling Fork or PEO is Responsible Service of Alcohol (TiPS) trained, and staff suggests that the Council determine if they comfortable with that.

Council's approval of this special event license will mean that PEO, Chapter AO shall have the authority to serve, sell or distribute malt, vinous and spirituous liquors for on-premises consumption at the December 9, 2022, Brunch event, from 9:00 a.m. to 5:00 p.m.

Even though the applicant is a non-profit organization, it is required to collect and remit sales tax on alcohol sales.

The application is complete, all fees are paid.

Melody L Harrison, CMC

Department Head (signature)

Application for a Special Events Permit

Departmental Use Only

State Only Permit/State Property

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input checked="" type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate PEO Chapter AO	State Sales Tax Number (Required) * 42-0453829
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) Chapter AO / PEO c/o Mary Murray 81601 1920 Midland Ave SWS CO	3. Address of Place to Have Special Event (include street, city/town and ZIP) Lakota Rec Center 151 Clubhouse DR. New Castle CO 81647
--	---

4. Authorized Representative of Qualifying Organization or Political Candidate Mary Gervais	Date of Birth 4/18/51	Phone Number 970-470-3678
---	---------------------------------	-------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
140 Lakota Dr. New Castle 81647

5. Event Manager Mary Gervais	Date of Birth 4/18/51	Phone Number 970-470-3678
---	---------------------------------	-------------------------------------

Event Manager Home Address (Street, City, State, ZIP) 140 Lakota Dr. New Castle 81647	Email Address of Event Manager mzgervais@yahoo.com
---	--

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
---	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
12/9	9 A	.m.												
	To	5 P												

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature Mary Gervais	Title PEO Member Lakota BOD	Date 10/6/22
----------------------------------	---------------------------------------	------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
-----------	-------	------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

(Instructions on Reverse Side)

*awaiting call back from treasurer - ~~out of town~~? got sales tax number from i

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee. *\$50*
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- If not incorporated, a NONPROFIT charter; **or**
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

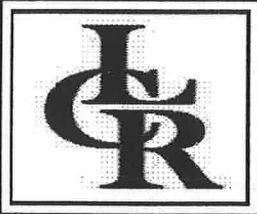
Waiting email photo

- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



Lakota Canyon Rec Center Facility Reservation

Today's Date 10/04/22

Resident/Contact Name: Mary Gervais Phone: 970-470-367
 Resident Address: 140 Lakota Dr Email: mzgervais@yahoo
 Event Theme/Organization: PEO / Chapter A0 Date of Event: 12/9
 Expected Attendance: 60 Start Time: 9 End Time: 5

(Include time for set-up and clean-up)

Space Requested:

Capacity:

- Dining Area 50
- Balcony 48
- Dining Area & Balcony 98
- Board Room 23
- Lower Banquet Room 40
- Pool - Reserved (Adult Swim 8:00-10:00 AM and 8:00-10:00 PM)

1 - Picnic Table 2 - Picnic Tables

- Non-resident swimmer: Adult \$10/each, Child (3-17 yr) \$5/each, Baby (0-2 yr) \$0
- Children's parties must be completed & cleaned by 7:30 PM

Payment: \$200 damage/cleaning refundable deposit

- Check Credit Card (Visa/Master Card/Discover/American Express)

N/A

#: _____ # _____ Exp. Date: _____ or Credit Card on file

Food and Beverage:

- Provided by Resident Provided by Rolling Fork Food Truck Provided by Outside Cater

Special Request & Notes:

*Please initial acknowledging that you have reviewed and received the following information:

mg I acknowledge that I take full responsibility for my guest and release the Lakota Canyon Rec Center and Homeowners Association for any and all liability during my event and that I have completed the Annual Club Membership Agreement and the Lakota Canyon Ranch Rec Center Use Waiver & Release forms.

mg I acknowledge space is reserved and on the event calendar after confirmed availability and all forms and refundable deposit has been received.

mg I acknowledge that the space reserved is designated for my event though residents will still have full access to the rest of the facility.

mg I acknowledge that reserving space at the Lakota Canyon Rec Center does not include the use of the fitness room or pool for my guest (non-residents) without paying additional fees.

mg I acknowledge that adult supervision is REQUIRED for all attendees under the age of 16.

mg I acknowledge that my space **DOES NOT include access to the kitchen area** or use of any appliances, equipment or supplies.

mg I acknowledge that any alcohol sales require a special license issued by the City of New Castle.

mg I acknowledge that I am responsible for cleaning up the event area per the attached Event Cleaning Checklist and if not completed, my deposit will not be refunded.

- Add event to calendar as pending (P)
- Check Event Calendar and confirm with Social Committee & The Rolling Fork Food Truck
- Confirm resident has completed Annual Club Membership Agreement and the Lakota Canyon Ranch Rec Center Use Waiver & Release forms
- If event is for a client of The Rolling Fork food truck, have them complete the Event form and the Lakota Canyon Ranch Rec Center Use Waiver & Release form
- Add to calendar as confirmed (C), after confirmation of availability and ALL required forms/deposit received
- Make reserved signs for the event and file all paperwork in the Event folder

Reservation completed by Lakota Staff: [Signature]

Mary Lewis BOD
Social Committee Chair

8
Call



International Chapter P.E.O. Sisterhood

Director of Finance/Treasurer
P.E.O. Executive Office
3700 Grand Avenue
Des Moines, Iowa 50312-2899

515-255-3153, Ext 3715
Fax 515-255-3820

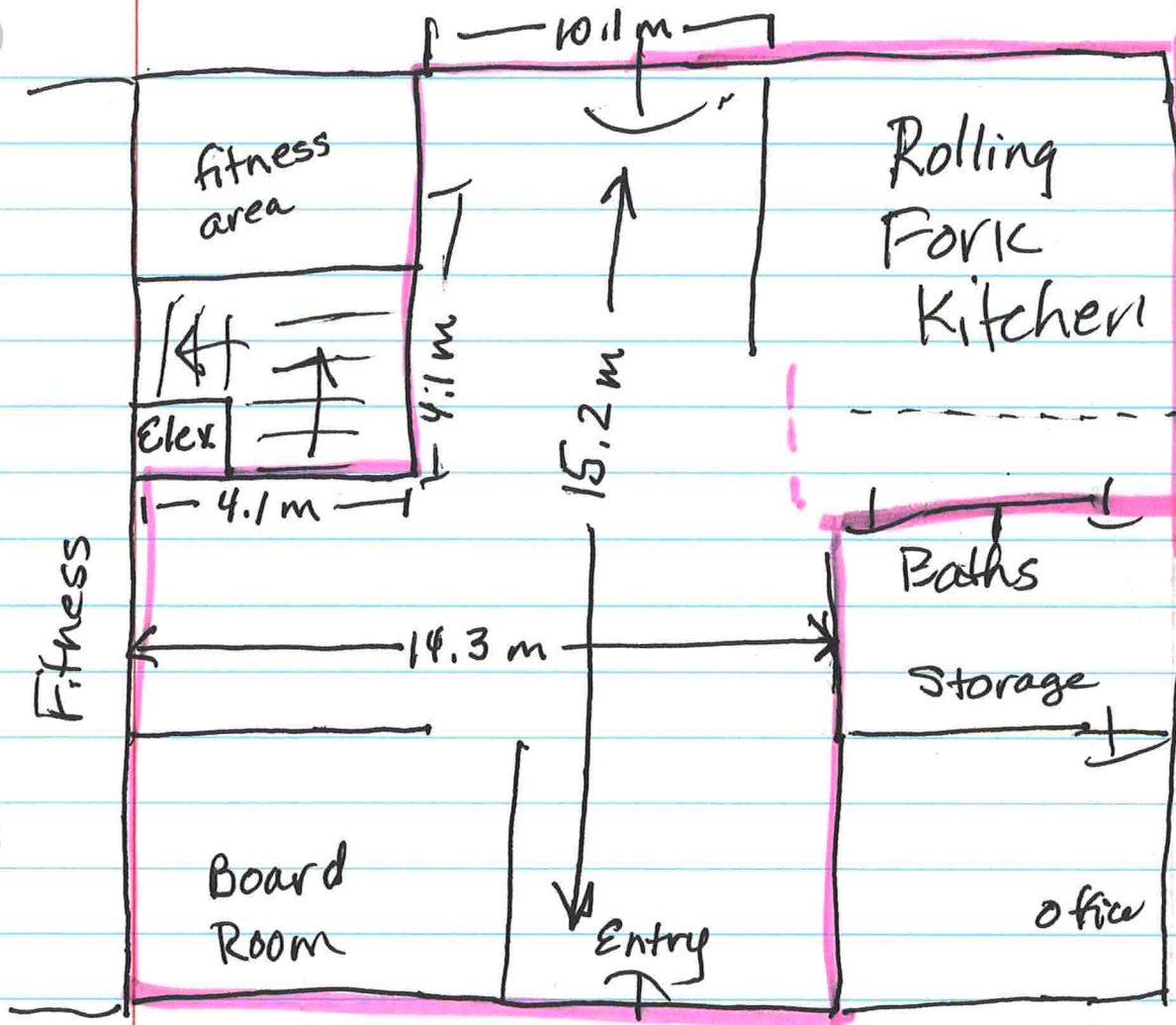
Nancy Carlson
2780 Co Rd 113
Carbondale, CO 81623-9651

I am sending this letter to verify that Chapter AO, CO is a subordinate chapter of the International Chapter of the P.E.O. Sisterhood and falls under the 501(c)(4) group ruling granted by the IRS in 1950. All local chapters are unincorporated associations organized under the nonprofit corporation International Chapter of the P.E.O. Sisterhood.

In order to conduct business, Chapter AO is authorized to open bank accounts as deemed necessary by the elected officers of the chapter using the tax ID number 84-6051808 which was assigned to Chapter AO by the IRS.

Sincerely,

Kathy A. Soppe
Director of Finance/Treasurer





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

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

Memorandum

To: Mayor and Council
Subject: Council Agenda – Consider approval of Detox Center IGA
From: David Reynolds
Date: 10/18/22

The purpose of this agenda item is to consider the approval of an Inter-Governmental Agreement (IGA) concerning the establishment of a regional Detox Center.

The establishment of a regional detoxification and withdrawal management center has long been a discussion among local municipalities, local hospitals, and Garfield County. After many years of working through the details of how a detox center might be established, the partners have advanced the project to the point of preparing an IGA. The following partners are all party to the proposed IGA: Carbondale, Glenwood Springs, New Castle, Silt, Rifle, Parachute, Valley View Hospital, Grand River Hospital, and Garfield County.

New Castle Town Council has reviewed the idea of a regional detox center on several occasions and has concluded that there is a demonstrated need for such a project in our area. They have also discussed that under the right agreement (IGA) and oversight, this project could be a value to our community and worthy of Town funding. As directed by Town Council, staff has been working with the above-mentioned partners in order to develop an IGA which establishes the frame work by which the partners will establish funding and management oversight. Staff from each partner organization has conferred with their legal teams who have reviewed the document and have made multiple revisions.

The highlights of the IGA include the following:

- Day to day operations of the detox center shall be managed by Mind Springs Health (vendor).
- A Governance Committee made up of one representative from each partnership organization shall have an oversight role related to the withdrawal management services provided by Mind Springs Health.
- Each partner shall commit to a specific funding amount for budget year 2023.
- The agreement shall automatically renew for four successive one-year terms.
- Partners shall retain the ability to withdraw from future obligations.
- Obligations of the partners and the vendor (Mind Springs) are clearly established in the IGA.

Staff is prepared to discuss the details of the IGA in greater detail prior to Council consideration.

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2022-15

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING AN
INTERGOVERNMENTAL AGREEMENT TO FUND WITHDRAWAL MANAGEMENT
SERVICES IN GARFIELD COUNTY.

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

WHEREAS, applicable data confirm that substance use and abuse in Colorado, and in Garfield County, has increased to crisis levels; and

WHEREAS, Mind Springs Health recently purchased a facility within Glenwood Springs city limits that, with modifications, can house withdrawal services and, with funding assistance, can retain the staff necessary to provide and manage withdrawal services in Garfield County; and

WHEREAS, the Town wants withdrawal services to be available to the residents of the Town, specifically, and the citizens of Garfield County, generally; and

WHEREAS, the Town desires to enter into an intergovernmental agreement (“IGA”) with Valley View Hospital, Grand River Hospital District, the City of Glenwood Springs, the City of Rifle, the Town of Carbondale, the Town of Silt, the Town of Parachute, Garfield County, and Mind Springs Health to help fund withdrawal management services; and

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

WHEREAS, the Town Council finds it is in the best interests of the Town and its residents to enter into an IGA to provide funding assistance for the services described in the IGA.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Approval. The Town Council hereby approves the IGA attached hereto as Exhibit A and authorizes the Mayor and the Town Clerk to execute the same.
3. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no manner affect any remaining provision of this Resolution.

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

INTRODUCED AND ADOPTED at a regular meeting of the Town of New Castle Town Council held on October 18, 2022.

TOWN COUNCIL OF THE TOWN OF NEW
CASTLE, COLORADO

By: _____
Mayor Art Riddile

ATTEST:

Deputy Town Clerk Remi Bordelon

**AGREEMENT TO FUND WITHDRAWAL
MANAGEMENT SERVICES IN GARFIELD COUNTY**

This Agreement to fund Withdrawal Management Services in Garfield County (“Agreement”) is made by and between:

**Valley View Hospital (“VVH”)
Grand River Hospital District (“GRHD”)
The City of Glenwood Springs
The City of Rifle
The Town of Carbondale
The Town of New Castle
The Town of Silt
The Town of Parachute
Garfield County (the “County”)**

(collectively, the “Contributing Entities”) and **Mind Springs Health (“VENDOR”)** (the “Parties”) to set forth the terms and conditions of their cooperative provision, administration, and funding of withdrawal management services in Garfield County beginning in calendar year 2023. This Agreement is effective as of November 1, 2022, regardless of the dates on which it is signed (the “Effective Date”).

RECITALS

A. WHEREAS county and municipal governments are authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments pursuant to, *inter alia*, C.R.S. §§ 29-1-201, *et seq.*, and Article XIV, Section 18 of the Colorado Constitution.

B. WHEREAS applicable data confirm that substance use and abuse in Colorado, and in each municipality and unincorporated area within Garfield County, has increased to crisis levels.

C. WHEREAS for several years the Recovery Continuum Task Force has held meetings and engaged stakeholders to address substance abuse issues in Garfield County. The Task Force has identified the priority project most likely to make an immediate and positive impact to be the establishment of a social setting withdrawal management (“SSWM”) facility that, in addition to medically safe detoxification from drugs and alcohol, includes case management support for individually identified needs.

D. WHEREAS traditional impediments to withdrawal management services in Garfield County include the absence of a suitable location and facility and the lack of sustained and reliable funding for such services.

E. WHEREAS VENDOR has recently purchased a facility within Glenwood Springs city limits that, with modifications, can house withdrawal services and, with funding assistance, can retain the staff necessary to provide and manage withdrawal services in Garfield County.

F. WHEREAS the Contributing Entities want withdrawal management services to be available to the citizens of Garfield County now and in the future and want to enter into this Agreement for the purpose of contracting with VENDOR for the provision of withdrawal management services.

G. WHEREAS each Contributing Entity is entering into this Agreement to participate in the collective provision and funding of withdrawal management services pursuant to the terms and conditions set forth below.

H. WHEREAS VENDOR desires to provide withdrawal management services for the Contributing Entities on an independent contractor basis in accordance with the terms of this Agreement and all applicable laws and regulations.

I. WHEREAS the Parties do hereby individually and collectively determine and declare that this Agreement is necessary, proper, and convenient for the continued fostering and preservation of the public peace, health, and safety.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Purpose of this Agreement. The purpose of this Agreement is to define the terms and conditions by which the Parties will individually and collectively support, and or fund withdrawal management services in Garfield County.

3. Initial Term, Renewals, and Extensions. The Initial Term of this Agreement shall begin on the Effective Date defined above and continue through December 31, 2023. Thereafter, the Agreement shall automatically renew for four successive one-year terms, unless sooner terminated in accordance with paragraph 6 below, and shall finally terminate on December 31, 2027.

4. Obligations of Contributing Entities.

A. 2023 Financial Obligation. In consideration for the Services defined in paragraph 5 to be provided by VENDOR during the Initial Term of this Agreement, each Contributing Entity agrees to pay to VENDOR the amount designated in **Attachment A**, which is attached and incorporated here for all purposes. Together, these amounts represent the 2023 Collective Contribution. Each governmental entity that is a Party to this Agreement acknowledges that funds sufficient to meet its portion of the Collective Contribution reflected in Attachment A will be appropriated by the applicable statutory deadline and made available through December 31, 2023.

B. Financial Obligations after 2023. In consideration for the Services to be provided by VENDOR during each renewal term after 2023, unless a Contributing Entity withdraws from this Agreement or this Agreement is terminated in accordance with paragraph 6, each Contributing Entity agrees to budget for and pay, subject to paragraph 15 its allocated share of the Collective Contribution determined annually by the Governance Committee in accordance with paragraph 4(E).

C. Payment Obligation. Each Contributing Entity is individually responsible for payment of its respective share of the Collective Contribution to VENDOR. Payment shall be made directly to VENDOR within thirty (30) days of receipt of an invoice from VENDOR in the amount determined by the Governance Committee, unless the Contributing Entities, or any of them, claim that VENDOR's performance is unsatisfactory, in which case the Parties shall promptly cooperate to resolve the dispute, or in the alternative exercise their rights of termination under paragraph 6. Payments under this Agreement shall be made to the trade or business name indicated by VENDOR in its invoice. No payment will be made to an individual or in the name of an individual under this Agreement.

D. Indemnification. To the extent authorized by law and within the limitations imposed by the Colorado Constitution and statutes, each Contributing Entity shall indemnify and hold harmless the other individual Contributing Entities and their respective officers, employees, and agents from any and all claims for personal injury or property loss or damage, to the extent such claims arise from or result from the acts and/or omissions of such Contributing Entity.

E. Contributing Entities Oversight and Governance Commitment. Each Contributing Entity acknowledges that initiating withdrawal management services in the County is a significant undertaking that requires a sustained commitment to fully define, establish, and evaluate the success of such services. Accordingly, each Contributing Entities agrees to:

i. Appointment of a Representative. Appoint an elected official or manager level representative to serve on a Governance Committee created by this Agreement for each year of the term of this Agreement.

ii. Quality Assurance. Work together to ensure that all relevant performance measures are defined, received, reviewed, and utilized for the purpose of ongoing evaluation of services.

iii. Governance Committee. A Governance Committee is hereby established to conduct oversight of the withdrawal management services to be provided by VENDOR. The Governance Committee shall be composed of one representative from each Contributing Entity, and each Contributing Entity will have one vote on the Governance Committee to be cast by the Contributing Entity Governance Committee representative. The Governance Committee shall meet at least quarterly to review and discuss the following, but not limited to:

a. At least one meeting per year will be the annual budget meeting to review annual utilization, proposed budget and cost allocation methodology, financial expenditures, and budget compliance.

b. Identify appropriate metrics to be provided by VENDOR to help assess the use and success of the withdrawal services, including but not limited to the number of first time and repeat clients; residency of clients; insurance and other coverage; private pay; budget revenues and expenditures; participation levels in case management follow-up; number of contacts by response team; and other metrics provided by VENDOR.

c. Identify deadlines by which metrics must be provided and program budget submitted to Governance Committee for discussion and planning

d. Create a methodology by which financial needs of the withdrawal program will be identified and costs will be allocated among the Contributing Entities, including appropriate deadlines to allow time to meet governmental budget appropriation deadlines. The projected gap between cost of services and revenues collected (“Operating Funding Gap”) will be identified in a line-item budget for the coming fiscal year.

e. The Governance Committee will communicate funding needs and suggested allocations to each Contributing Entity and propose each Contributing Entity’s pro rata share of the Collective Contribution for the approaching calendar year by August 1 of each year.

f. The Governance Committee will work to build a Contributing Entities Reserve Fund for use by the Contributing Entities to assure consistent and adequate contribution to the Operating Funding Gap. The Governance Committee will oversee the Contributing Entities Reserve Fund.

g. New members may join this Agreement at full participation levels by majority vote of the Governance Committee.

5. Obligations of VENDOR.

A. Program Manager. VENDOR will serve as the Program Manager and be responsible for coordinating meetings of the Governance Committee and producing metrics required for program oversight; meeting deadlines for provision of all metrics required; meeting deadlines for submitting annual proposed budget to Governance Committee and the organization of required quarterly meetings.

B. Services. VENDOR agrees to perform the following services (the “Services”) in a professional and efficient manner in accordance with all applicable laws, regulations, and standards of the profession: Withdrawal management services for persons arriving at the facility with medical screening as outlined in the MOU between VENDOR and medical authorities including but not limited to hospitals and Emergency Medical Services operating within Garfield County. The Contributing Entities shall rely upon VENDOR’s expertise, and VENDOR is free from control and direction by Contributing Entities in performance of said Services except for the oversight of the withdrawal management services by the Governance Committee as provided in Section 4.E.iii above. VENDOR represents and acknowledges that VENDOR is engaged in providing these types of services for persons or entities other than the Contributing

Parties, and VENDOR is not required to provide services exclusively to the Contributing Parties during the term of this Agreement.

C. Invoicing Contributing Entities. VENDOR will send annual invoices to each Contributing Entity for its respective share of the Collective Contribution as determined by the Governance Committee. VENDOR shall use the Collective Contribution funds for the provision of those Services defined above only.

D. Billing Non-Contributing Partner Opportunities. VENDOR will bill services to Medicaid, private pay, private insurance, or other referring organizations at every applicable opportunity.

E. Operation of Facility. The withdrawal management facility shall be operated under the exclusive control, direction, and supervision of VENDOR. All clinical decisions, including admissions, denials, appropriate treatment course and discharge planning will be at the professional discretion of VENDOR. VENDOR is encouraged to work with community partners in creating the most effective plan and follow-up services for SSWM clients.

F. Responsibility for Patients. VENDOR accepts responsibility for persons admitted to their facility while in their facility. As participation in SSWM is voluntary, VENDOR is not responsible for persons who leave the facility prior to discharge except to notify local authorities of any concerns for the client's or community's health or safety.

G. Licenses and Certifications. VENDOR certifies that, at the time of entering into this Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the Services and/or deliver the supplies covered by this Agreement. VENDOR warrants that it will maintain all necessary licenses, certificates, approvals, insurance permits, etc. required to properly perform this Agreement. Additionally, all employees of VENDOR performing Services under this Agreement shall hold the required licenses or certifications, if any, to perform their responsibilities hereunder. Any revocation withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for VENDOR to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Entities for default. At the time of Agreement execution, VENDOR shall provide evidence of the following licenses: non-hospital detoxification facility license from the Office of Behavioral Health. VENDOR shall notify the Contributing Entities immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.

H. Indemnification of Contributing Entities. VENDOR agrees to defend, indemnify, and hold harmless each Contributing Entity including their elected and appointed officials, employees, contractors, and agents, from and against any cost (including reasonable attorneys' fee), claim, damage, or liabilities of any kind, including but not limited to, personal injury or property loss, incurred because of any act or omissions by VENDOR, or its employees, agents, subcontractors, or assignees arising out of VENDOR's provision of Services hereunder and the operation of the facility.

I. Insurance Requirements. VENDOR shall obtain and maintain during the term of this Agreement, professional liability insurance in the following amounts:

i. Professional liability insurance with limits or liability in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The policies shall include a “tail” covering acts of occurrences during the term of this Agreement as to which a claim may be asserted after termination of this Agreement.

ii. Each of the Contributing Entities shall be named as additional insured on all liability policies, except for any professional liability insurance policy.

iii. The insurance shall include provisions preventing cancellation without 60 days prior to notice to the Contributing Entities.

iv. VENDOR shall provide certificates showing adequate insurance coverage to the Governing Committee within 7 working days of contract execution, unless otherwise provided.

J. Independent Contractor. VENDOR is an Independent Contractor, not an employee of the Contributing Entities. VENDOR is responsible for complying with all employment laws and insurance laws relating to its own employees. VENDOR is and shall remain a separate and distinct entity from the Contributing Entities; the business operations of the Contributing Entities shall in no way combine with the business operations of VENDOR. This Agreement does not create and is not intended to create a joint venture or tother such relationship between or among one or more to the Contributing Entities or among the Contributing Entities and VENDOR

K. Use of Funds. Any funds contributed by a Contributing Entity shall only be used for the startup and ongoing operation of the Services and shall not be used for any other purpose.

6. Termination.

A. Withdrawal by a Contributing Entity. Any Contributing Entity may withdraw from participation in the Agreement for any reason by providing written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. If one Contributing Entity terminates its participation via withdrawal, each of the other Contributing Entities has until the later of ninety (90) days before the end of the then-current calendar year or ten (10) days after receipt of the notice of termination from the first Contributing Entity to terminate its own participation in the Agreement. Notwithstanding such termination of participation, any Contributing Entity electing to terminate its participation in the Agreement shall remain obligated for its share of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed to be effective at the end of the then-current calendar year.

B. Termination by VENDOR. VENDOR may terminate its provision of the Services, with or without cause, by providing written notice to the Contributing Entities not less

than one hundred twenty (120) days prior to the end of the current calendar year. In the event of termination by VENDOR, the Collective Contribution shall be paid to VENDOR by the Contributing Entities or refunded by VENDOR to the Contributing Entities, as applicable and necessary, so that VENDOR is paid for its Services to the actual termination date, not more or less.

C. Termination by the Contributing Entities.

i. Without Cause. The Contributing Entities may terminate the Agreement without cause upon majority vote of the then current Contributing Entities and the provision of written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. Notwithstanding such termination, the Contributing Entities shall individually and collectively remain obligated for payment of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed effective at the end of the then-current calendar year.

ii. For Cause. The Contributing Entities may terminate the Agreement for cause if VENDOR has defaulted or violated the terms of this Agreement. The Contributing Entities shall provide VENDOR written notice of default/violation and allow VENDOR thirty (30) days within which to cure the default/violation to the satisfaction of the then current majority of the Contributing Entities. Failure to timely cure the default/violation will result in the termination of the Agreement for cause, which shall be effective ninety (90) days after the date of the written notice of default/violation.

7. Incorporation of Terms. Except as expressly provided herein, this IGA shall replace and supersede all prior agreements of any kind between all or any of the Contributing Entities and any or all other Contributing Entities hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of funding collaborative and detoxification and withdrawal management facility services.

8. Third Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the Contributing Entities and VENDOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Contributing Entities and VENDOR that any such person or entity, other than the Contributing Entities or VENDOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

9. Assignability. This agreement is not assignable by any Party hereto.

10. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards or Councils of the Governments and signed by authorized officers of each party.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and all other promises and agreements regarding this Agreement, whether oral or written, are merged herein.

12. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

13. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below and by one of the following methods: (1) hand-delivery or (2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each Party, by notice sent under this paragraph, may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

Mind Springs Health: *Elizabeth Tice, Chief Operating Officer*
515 28 3/4 Road, Grand Junction, CO 81501
Phone: 970-683-7159
Email: etice@mindspringshealth.org;

Valley View Hospital Association: *Brian Murphy, MD, Chief Executive Officer*
PO Box 1970, Glenwood Springs, CO 81602
Phone: 970-384-6600
Email: Brian.murphy@vvh.org

Grand River Hospital District: *Teresa Wagenman, Controller*
501 Airport Road, Rifle, CO 81650
Phone: 970-440-4131
Email: twagenman@grhd.org

Town of Carbondale: *Lauren Gister, Town Manager*
511 Colorado Avenue, Carbondale, CO 81623
Phone: 970-510-1207
Email: lgister@carbondaleco.net

City of Glenwood Springs: *Jenn Ooton, Assistant City Manager*
101 W. 8th Street,
Glenwood Springs, CO 81601
Phone: 970-384-6404
Email: jenn.ooton@cogs.us

Town of New Castle: *David Reynolds, Town Administrator*
PO Box 90, New Castle, CO 81647
Phone: 970-984-2311
Email: dreynolds@newcastlecolorado.org

Town of Silt: *Jeff Layman, Town Administrator*
231 N. 7th Street, Silt, 81652

Phone: 970-876-2353 ext. 103
Email: jlayman@silt.org

City of Rifle:

Tommy Klein, City Manager
202, Railroad Ave, Rifle, CO 81650
Phone: 970-665-6409
Email: tklein@rifleco.org

Town of Parachute:

Travis Elliot, Town Manager
222 Grand Valley Way, Parachute, CO 81635
Phone: 970-665-1147
Email: telliott@parachutecolorado.com

Garfield County:

John Martin, Chair of BOCC
108 8th Street, Suite 101
Glenwood Springs, CO 81601
Phone: 970-945-1377
Email: jmartin@garfield-county.com

County Attorney
108 8th Street, Suite 219
Glenwood Springs, CO 81601
Phone: 970-945-9150
Email:

14. Government Immunity. The Parties agree and understand that all governmental entities that are parties to this Agreement are relying on and do not waive the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Parties or any of their officers, agents, or employees.

15. Current Year Obligations. The Parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the Parties. The Parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of any of the Parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of any of the Parties' bonds or any obligations payable from any class or source of each individual party's money.

16. Binding Rights and Obligations. The rights and obligations of the Parties under this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

17. Agreement Made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court, 9th Judicial District, in and for Garfield County, Colorado.

18. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

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

20. Counterparts. This Agreement may be executed in counterparts, each of which, upon execution of a counterpart by all Parties, shall be considered an original.

In Witness Whereof, the Parties hereto have caused this agreement to be executed as of the day and year first above written.

MIND SPRINGS HEALTH:

Elizabeth Tice, Chief Operating Officer

VALLEY VIEW HOSPITAL ASSOCIATION:

Brian Murphy, MD, Chief Executive Officer

GRAND RIVER HOSPITAL DISTRICT:

Terry Collins, Chief Financial Officer

TOWN OF CARBONDALE:

Ben Bohmfalk, Mayor

CITY OF GLENWOOD SPRINGS:

Jonathan Godes, Mayor

TOWN OF NEW CASTLE:

Art Riddle, Mayor

TOWN OF SILT:

Jeff Layman, Town Administrator

CITY OF RIFLE:

Ed Green, Mayor

TOWN OF PARACHUTE:

Travis Elliot, Town Manager

GARFIELD COUNTY:

John Martin, Chair of BOCC

Attachment A

Cash Funding for 2023. The respective Contributing Partner councils and trustees represent that they have lawfully appropriated an amount sufficient to pay Mind Springs Health the following:

1. The Town of Carbondale agrees to pay agrees to pay \$10,000 towards the cost for the provision of detoxification and withdrawal management services.
2. The City of Glenwood Springs agrees to pay up to \$100,000 towards the cost for the provision of detoxification and withdrawal management services.
3. The Town of New Castle agrees to pay \$10,000 towards the cost for the provision of detoxification and withdrawal management services.
4. The Town of Silt agrees to pay \$2,000 towards the cost for the provision of detoxification and withdrawal management services.
5. The City of Rifle agrees to pay \$40,000 towards the cost for the provision of detoxification and withdrawal management services.
6. The Town of Parachute agrees to pay \$2,000 towards the cost for the provision of detoxification and withdrawal management services.
7. Valley View Hospital agrees to pay \$100,000 towards the cost for the provision of detoxification and withdrawal management services.
8. Grand River Hospital District agrees to pay \$12,500 towards the cost for the provision of detoxification and withdrawal management services.
9. Garfield County agrees to pay up to \$100,000 towards the cost for the provision of detoxification and withdrawal management services.



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

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

Memorandum

To: Mayor and Council
Subject: Council Agenda – Discussion and Direction: Town Prosecutor
From: David Reynolds
Date: 10/18/22

The purpose of this agenda item is to discuss and gain direction regarding the position of Town Prosecutor. As you may know, after over a decade of service as our Town Prosecutor, Angela Roff has accepted an appointment to replace the retiring Judge Metzger on the Garfield County bench.

Staff wishes to discuss the options available for filling the now vacant Town Prosecutor position, and gain direction from Town Council regarding the best path forward.

1
2
3 **New Castle Town Council Regular Meeting**
4 **Tuesday, September 20, 2022, 7:00 PM**

5
6 Virtual Meetings are subject to internet and technical capabilities.

7
8 To join by computer, smart phone or tablet click [HERE](#)

9
10 If you prefer to telephone in:

11 Please call: 1-346-248-7799

12 Meeting ID: 709 658 8400

13
14 Follow the prompts as directed. Be sure to set your
15 phone to mute until called on

16
17 The Council Packet is available [HERE](#)

18
19 **Call to Order**

20 Mayor A Riddile called the meeting to order at 7:00 p.m.

21
22 **Pledge of Allegiance**

23
24 **Roll Call**

25 Present	Councilor Mariscal
	Councilor Carey
	Councilor Hazelton
	Mayor A Riddile
	Councilor Copeland
	Councilor Leland
	Councilor G Riddile
32 Absent	None

33
34 Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody
35 Harrison and Town Treasurer Loni Burk.

36
37 **Meeting Notice**

38 Town Clerk Melody Harrison verified that her office gave notice of the meeting in
39 accordance with Resolution TC 2022-1.

40
41
42 **Conflicts of Interest**

43 There were no conflicts of interest.

44
45 **Agenda Changes**

1 Town Administrator Dave Reynolds asked the council if they minded completing the
2 budget talk in the council meeting. The council agreed.
3 Clerk Harrison told the council that she needed to remove the September 6, 2022, council
4 minutes from the consent agenda because she had been unable to complete them
5 because she had been on jury duty. The council agreed.
6
7

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

9 There were no citizen comments.

10
11
12 **Consultant Reports**

13 Consultant Attorney – not present.
14 Consultant Engineer – not present.
15
16
17

18 **Items for Consideration**

19
20 The council and staff completed the conversation from the work session regarding the
21 draft 2023 budget.
22

23 **Discussion: Detox Center Agreement and Funding**

24 Administrator Reynolds said that the council had heard about the detox center project for
25 some years. He said that the past two meetings they had with Mind springs and Debbie
26 Wilde that a location had been purchased. That all the towns had been asked to enter into
27 an IGA. The IGA was not completed and agreed to by all the towns. But it was close, and
28 the thought was that it would be ready by the end of October. He said that the heart of
29 the agreement was that essentially each entity that enters into the IGA will have one
30 committee member who will sit on an oversight committee that will not necessarily review
31 day-to-day operations, but they will oversee that the program was operating as Mind
32 Springs was contracted to operate it.

33 Administrator Reynolds said that the agreement said that Mind Springs was the third-
34 party vendor hired by the collective of municipalities and hospitals to operate the center.
35 There was an expectation that the money that went into it from insurance, etc. would not
36 be sufficient, so that municipalities would fund the difference. He said that as council had
37 heard from Mind Springs, they randomly chose \$10k for the contribution from New Castle,
38 and \$2k for Silt. Glenwood Springs stepped up and they are at \$100k, Rifle had yet to
39 commit but it appeared they will contribute around \$40k and Parachute had not made a
40 decision.

41 Administrator Reynolds said that when Mind Springs had attended a council meeting
42 earlier in the year, it was quite a confusing how the numbers worked, and it left the
43 council with a lot of questions. Then there was a follow-up meeting with Debbie Wilde and
44 Roger Sheffield and that was when Mind Springs was in the news.

45 Administrator Reynolds said that the point of the discussion was to understand what
46 direction the council wanted to go with the project. He offered that Debbie Wilde and/or

1 Mind Springs could be invited back to council, or the council could look at the IGA and
2 determine for themselves what the value was. He said there were safeguards built into
3 the IGA to protect the towns and there was the opportunity to withdraw from the IGA with
4 notice if necessary.
5
6

7 **Consider Resolution TC 2022-25 - a Resolution of the Town Council of the Town**
8 **of New Castle, Colorado, Revising Invoice Approval Procedures**

9 Administrator Reynolds told the council that they had spoken about the invoice approval
10 procedure at the August 16 council meeting, and the fact that the numbers in the previous
11 resolution were antiquated. He said the proposed change was a matter of staff time and
12 efficiency. Administrator Reynolds said that staff was proposing to change the invoice
13 approval amount for the town administrator or finance director from \$1500 to \$3000 and
14 the invoice approval amount for the finance committee from \$5000 to \$10,000.

15 **MOTION: Councilor Leland made a motion to approve Resolution TC 2022-25, a**
16 **Resolution of the Town Council of the Town of New Castle, Colorado, Revising**
17 **Invoice Approval Procedures. Councilor G Riddile seconded the motion and it**
18 **passed unanimously.**
19
20

21 **Consider Ordinance TC 2022-11 - an Ordinance of the New Castle Town Council**
22 **Repealing Emergency Ordinance TC 2020-5 (1st reading)**

23 Clerk Harrison said that at the September 6, 2022, council meeting the council had
24 discussed whether they felt it was necessary to keep the emergency ordinance in place.
25 The council decided that it was no longer necessary and directed staff to bring back an
26 ordinance either repealing or altering emergency Ordinance TC 2020-5.

27 Clerk Harrison explained that the proposed ordinance TC 2022-11 will repeal Emergency
28 Ordinance TC 2020-5 entirely.

29 **MOTION: Councilor G Riddile made a motion to approve Ordinance TC 2022-11,**
30 **an Ordinance of the New Castle Town Council Repealing Emergency Ordinance**
31 **TC 2020-5 on 1st reading. Councilor Mariscal seconded the motion and it passed**
32 **on a roll-call vote: Councilor Leland: yes; Councilor Hazelton: yes; Councilor**
33 **Copeland: yes; Councilor Carey: yes; Councilor G Riddile: yes; Mayor A Riddile:**
34 **yes; Councilor Mariscal: yes.**
35
36
37

38 **MOTION: Councilor Leland made a motion at 7:33 p.m. to go into Executive**
39 **Session for discussion of a personnel matter under C.R.S. Section 24-6-402 (f)(I)**
40 **for an evaluation of the Town Administrator, and not involving: any specific**
41 **employees who have requested discussion of the matter in open session; any**
42 **member of this body or any elected official; the appointment of any person to fill**
43 **an office of this body or of an elected official; or personnel policies that do not**
44 **require the discussion of matters personal to particular employees. Councilor A**
45 **Riddile seconded the motion and it passed unanimously.**
46

1 Executive session concluded.
2

3 At the end of the executive session, Mayor A Riddile made the following statement:
4

5 "The time is now 7:55 p.m. and the executive session has been concluded. The participants
6 in the executive session were: Councilors Mariscal, Carey and Hazelton; Mayor A Riddile;
7 Councilors Copeland, Leland and G Riddile and Town Administrator Dave Reynolds. For the
8 record, if any person who participated in the executive session believes that any substantial
9 discussion of any matters not included in the motion to go into the executive session
10 occurred during the executive session, or that any improper action occurred during the
11 executive session in violation of the Open Meetings Law, I would ask that you state your
12 concerns for the record."
13

14 No concerns were stated.
15
16
17

18 **Consent Agenda**

19 ~~September 6, 2022 minutes removed~~

20 Kum & Go Fermented Malt Beverage Liquor License Renewal

21 **MOTION: Councilor Hazelton made amotion to approve the consent agenda**
22 **without the September 6, 2022 minutes. Councilor Carey seconded the motion**
23 **and it passed unanimously.**
24
25

26 **Staff Reports**

27 Town Administrator – Administrator Reynolds told the council that there was a moose in
28 town, and it was last seen headed north through Lakota. Administrator Reynolds said that
29 the town had message boards going regarding bears. He said that staff had been working
30 with CPW to come up with maybe an open house with the bear coalition to discuss bear
31 awareness. Administrator Reynolds reminded the council that the retreat was on
32 Saturday, from 9am to 2pm. He gave each council member a questionnaire to complete
33 regarding possible topics for discussion if anyone had any suggestions. Administrator
34 Reynolds said there had been a lot of positive feedback regarding Burning Mountain
35 Festival. He said the parade and car show were very successful and he had heard from
36 residents that they appreciated it. Administrator Reynolds said that the residents needed
37 that. Administrator Reynolds said that he wanted to talk with the council about a
38 conversation he had the previous week with the department heads. He said staff got
39 together every Thursday morning. He said the concern that staff is seeing in town with
40 stress and pressure in the residents. Some of the issues that he felt were feeding into the
41 issue were: Development. He said the town had gone from nothing to full steam. Along
42 with that were concerns about water, fire, and proper growth; Political divides in national
43 news; inflation, the prices at the gas station and supermarket; The cost of living in the
44 area; bears; traffic concerns and the roundabout; canyon closures; the survey put out by
45 the town had to be done but it had people questioning what the town was thinking; the
46 dog park had certainly brought up concerns; the police chief being in the news; staffing

1 issues for local businesses; pending recession. He said staff had talked about it the
2 previous week and tried to determine how they could manage what they could manage, to
3 try to continue with customer service. Administrator Reynolds said that one of the reasons
4 he had brought it up to staff was because he wanted them to be aware the town was
5 going to be getting more cranky calls from residents and that it was already happening.
6 He said that it was normal and expected because of everything that the community was
7 going through. Administrator Reynolds said that he had a three-hour meeting that started
8 out with a single phone call from someone who had attended a land use meeting and did
9 not like what they had heard. He said the caller brought a dozen other people to attend a
10 meeting with him. Planner Smith and Assistant Planner Lauren Prentice attended as well.
11 He said that he did not expect the meeting to last three hours. He said that the same
12 thing happened at the BLD Group's open house, and with the permission from their
13 attorney, he ended up answering questions from the public about the development.
14 Administrator Reynolds said that group he had met with later attended the BLD Group
15 meeting and they later told him that without having the information he had given them,
16 they admitted that they would have picked the (BLD Group) application apart. He said
17 that to some degree, others did, but they were able to subdue a lot of the things that
18 were not real. Administrator Reynolds said that the message to the staff was that there
19 were concerned residents out there, and that the town was in a position to treat everyone
20 fairly and to provide all the information they needed and to let them know they had been
21 heard. Administrator Reynolds said that he felt it really might be a retreat conversation
22 and he offered ideas for communicating with the public such as listening session/open
23 houses where residents could come in and get information. He noted that staff had heard
24 loud and clear from the residents that they wanted a fire evacuation plan, and Fire
25 Marshall Orrin Moon agreed. Administrative Assistant Rochelle Firth had been working on
26 that plan along with the fire district and in the listening sessions staff could let the public
27 know they had been heard. The town will have a published emergency evacuation plan,
28 which Administrator Reynolds said will go a long way in helping the residents with that
29 fear. Administrator Reynolds said that staff had been talking to the Lakota HOA about
30 building materials and how to solve for the fire issue in Lakota because everything was
31 built with fairly flammable materials. He said he was working on how to get the HOA on
32 board. Administrator Reynolds said again that he thought it would be a good conversation
33 for Saturday to discuss having eye open to what the public was going through, not being
34 blind to it and perhaps being more proactive to helping them through understanding how
35 the town had their back. Administrator Reynolds said that so many of the things staff
36 heard at P&Z and council meeting was simply a lack of knowledge and he felt there could
37 be better ways of informing the public than was currently being done. Councilor G Riddile
38 asked how much was actually related to development. Administrator Reynolds said he
39 thought perhaps half of it. He said that he felt that the development questions had made
40 people aware of the other questions, certainly the police chief issue spurred some
41 conversations. Councilor G Riddile said that he felt the town had done a lot over the years
42 to tell the residents what was going on. He said that he appreciated the amount of
43 empathy Administrator Reynolds was giving the residents, but he felt that some of it was
44 on the developers to explain themselves. Councilor G Riddile said it was something
45 perhaps they could discuss at the retreat. Councilor Leland said that it was great news
46 that the Fire Marshall was on board. He said that the CEC had been working on fire issues

1 for more than a year with the fire department but had not been able to get more then the
2 ready-set-go information. Councilor Leland felt that a written evacuation plan would be
3 very helpful for the public. Administrator Reynolds said that it was a big day because it
4 was Clerk Harrison’s 12-year anniversary. The council congratulated her. Administrator
5 Reynolds said that Molly had been picked up, and they were working on locating the other
6 dog, although the animal shelter was not being forthcoming with information, and they
7 had to go back to court.

8 Town Clerk – Mayor A Riddile asked Clerk Harrison to tell the council about her jury duty
9 experience. Clerk Harrison said that she had spent the previous Friday and Monday on a
10 jury selection panel on an attempted murder case, but ultimately was not selected. She
11 said it was fascinating and that she was disappointed that she was not on the jury. She
12 said that there was an article in the newspaper about it if anyone was interested. Clerk
13 Harrison said that Burning Mountain Festival was fun and that her department had made
14 some improvements from last year and had some good takeaways for next year’s beer
15 tent. Clerk Harrison said that the jury trial in the municipal court that was scheduled at
16 the end of September had been cancelled. She said that was unfortunate from the
17 standpoint that the practice would be good as her staff had not managed a jury trial in
18 about 11 years. Clerk Harrison thanked the council for getting the Filing 11 information
19 she had requested to her quickly. She said her work on the lawsuit had been extensive
20 and taken a lot of time. Clerk Harrison said that she and Deputy Town Clerk Remi
21 Bordelon had been studying the surcharges that were being charged to River Park
22 Condominiums. There were two and it appeared that one of them had expired and the
23 other went until 2038. The latter one was confusing in that they could not determine how
24 the rate had been decided, and by what parameters the rate had been marginally
25 increased over the years. Clerk Harrison said she had been working on a rotation program
26 for all the computer systems the town owned. She said that she would have information
27 to the treasurer within a few days for the 2023 budget. She said there were not too many
28 that needed to be done in 2023. Clerk Harrison told Councilor Carey that registration for
29 the Effective Governance Workshop that she wanted to attend was still not open, but she
30 will register as soon as it was. Clerk Harrison said she will meet with the new partner of 2
31 Coronas on Friday to discuss transfer of the liquor license. Councilor G Riddile asked if
32 there was any language barrier. Clerk Harrison said that she did not think there was as
33 she had worked with the current owner before, and the communication was fine. She said
34 the current owner was taking on a partner. Clerk Harrison said that she talked to the
35 partner on the phone and the communication seemed fine there as well. Councilor G
36 Riddile said that looking back at the Black Bear hearing, he felt that it might be a good
37 idea to have an interpreter. The council and Clerk Harrison discussed it and the council
38 felt a third-party interpreter during the council meeting hearings was appropriate. Clerk
39 Harrison said that she will locate an interpreter. Clerk Harrison said that at the October 4
40 council meeting the council will do Treasurer Burk’s employee review, and she said she
41 will send the evaluation form to the council members for that. She said that if anyone
42 wanted paper forms to let her know.

43 Town Treasurer – Treasurer Burk pointed out that in the budget packet in addition to the
44 general fund was the utility fund, and it was looking good as it was up \$306k. She also
45 said there were two small funds, the cemetery and conservation trust fund and she asked
46 that the council take a look at those as well. Treasurer Burk told the council that she had

1 hired a finance assistant. Her name is Michelle Mills and Treasurer Burk said she will start
2 work the following week. Treasurer Burk said that American Fidelity had been at town hall
3 for two days for the annual health insurance reenrollment.
4 Town Planner – not present.
5 Public Works Director – not present.

6
7

8 **Commission Reports**

9 Planning & Zoning Commission – Councilor G Riddile said the P&Z had a busy meeting the
10 week before. He said they had heard from Jim Colombo who had submitted a revised plan
11 to reduce the density in the Eagles Ridge Subdivision. Councilor G Riddile said that they
12 also heard the Romero Group for preliminary for their multi-use development, and it was
13 approved with conditions.

14 Historic Preservation Commission – Councilor Hazelton said they installed plaque for the
15 old schoolhouse. He said there was a good meeting afterwards regarding the historic
16 property survey.

17 Climate and Environment Commission – Councilor Leland said they CEC had decided to
18 wait until the February grant cycle for the EV charging station. He said the charger on the
19 Kamm lot was easy, but the high-speed charged for the Plaza was more complicated.
20 Kevin from New Castle Coffee was spearheading the project and was very enthusiastic but
21 not getting very far. Councilor Leland said that Kevin was nervous about meeting with the
22 owner of the property. He asked if anyone had a good relationship with Rue Balcomb
23 because it might be helpful for him to have someone with him. Councilor Leland said that
24 once Ms. Balcomb was on board, they had to get Xcel in to determine the electrical needs,
25 and then there was the matter of the \$15k match. Ideally, he said it would be on business
26 property and will be good for the businesses, but there were only about ten small
27 businesses, and he was not certain they would be able to come up with the \$1,500.00.
28 Councilor Hazelton suggested Alpine Bank. Administrator Reynolds said suggested the
29 New Hope Church property because they owned the eastern section of the parking lot.
30 Senior Program – nothing to report.

31 RFTA – Mayor A Riddile said they discussed the possibility of mobile ticketing through an
32 app on smart phones, and they discussed the budget.

33 AGNC – Councilor Hazelton said they would meet the next day and the meeting will
34 consist of mostly housekeeping items and then it will move into round two of the
35 economic development meeting.

36 GCE – nothing to report.
37 EAB – nothing to report

38
39

40 **Council Comments**

41 Councilor Leland said that Burning Mountain Festival was good, and the vendors had done
42 well.

43 Councilor Leland said that if anyone had anything for newsletter to let him know.

44 Councilor Copeland asked for declaration pages for the town’s CIRSA insurance so that
45 she could review them.

1 Councilor Copeland said that she would like to talk about communicating with citizens,
2 ways to reach out to them.
3 Councilor Leland said that the Next Door social media platform caused rumors to explode.
4 Councilor Mariscal said that she had been introduced to Tiffany Pehl of AGNC.
5 Councilor Mariscal said she will be teaching how to make tortillas the following Monday
6 from 11 to 12 for anyone was interested. She said the proceeds will go to the Spanish
7 cooking classes.
8 Councilor Mariscal thanked the mayor for open house that was held on September 7.
9 Councilor Mariscal said that on September 27 there will be a meeting in the library at 7:00
10 p.m. about the water in Apple Tree.
11 Councilor Mariscal said that she will likely be Zooming into the next council meeting.
12 Councilor Carey said that she will not be able to attend the retreat.
13 Councilor Carey said that the foam pit at Burning Mountain Festival was fantastic.
14 Councilor Carey said that she wanted to talk with the council about holding 'coffee with a
15 council member' meetings with the public because said she receives a lot of contact from
16 people in town.
17 Mayor A Riddile said that the council retreat will be Saturday from 9 to 2, across street at
18 community center.
19 Mayor A Riddile said that the staff will get a \$100 bonus in their paychecks for their
20 dedication to events. He said they will also receive a half-day of vacation time.
21 Mayor A Riddile thanked everyone on the council for being a great council. He also
22 thanked staff.

23
24
25 **MOTION: Mayor A Riddile made a motion to adjourn. Councilor G Riddile**
26 **seconded the motion and it passed unanimously.**

27
28 The meeting adjourned at 8:48 p.m.

29
30 Respectfully submitted,

31
32
33
34
35 _____
36 Mayor Art Riddile

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38 _____
39 Town Clerk Melody Harrison, CMC
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