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4 **New Castle Town Council Meeting**
5 **Tuesday, February 3, 2015, 7:00 p.m.**
6 **423 W. Main Street**
7 **New Castle Community Center**
8
9
10

11 **Call to Order**

12 Mayor Gordon called the meeting to order at 7:18 p.m.

13
14 **Pledge of Allegiance**

15
16 **Roll Call**

17 Present Councilor Means
18 Councilor Riddile
19 Councilor Metzger
20 Mayor Gordon
21 Councilor Breslin
22 Councilor Leland
23 Councilor Stuckey

24 Also present at the meeting were Town Administrator Tom Baker, Town Clerk Melody
25 Harrison, Town Planner Tim Cain and Town Engineer Jeff Simonson.

26
27 **Meeting Notice**

28 Town Clerk Melody Harrison verified that her office gave notice of the meeting in
29 accordance with Resolution TC-2015-1.

30
31 **Conflicts of Interest**

32 There were no conflicts of interest.
33

34 **Agenda Changes**

35 Clerk Harrison told the council that staff wanted to remove item C, regarding the
36 road/bridge maintenance at Elk Creek Campground because Mr. Briston Peterson was ill
37 and could not make it to the meeting. She also said staff wanted to remove item E
38 regarding a Discussion with the Historic Preservation Committee because it had been
39 placed on the agenda prematurely. Last, Clerk Harrison said that because the council
40 meeting began early, she asked that the proclamation be set aside until Ms. Kathy Kopf
41 arrived. The council agreed.
42
43

44 **Items for Consideration**

45
46 **Town Hall Meeting – Garfield County Board of County Commissioners and New**
47 **Castle Town Council**

48 This agenda items was completed during the work session with the BOCC.
49

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2
3 **~~Discussion Regarding Road/Bridge Maintenance – Briston Peterson – Elk Creek~~**
4 **~~Campground~~**

5 Item was removed from the agenda.
6

7 **Bridge Lighting Proposal – SGM**

8 Town Engineer Jeff Simonson told the council that Alpine Bank Manager Angela had
9 approached the town about providing safety lighting for the pedestrian bridge. He gave
10 the council a memo from SGM's Energy Engineer, Jeff Grebe, which outlined three
11 lighting alternatives for the three bridges. Engineer Simonson described each of them.

- 12 1. Self-contained solar path lights. Cost: Approximately \$10,600.00
- 13 2. Self-Contained solar street lights. Cost: Approximately \$60,000.00
- 14 3. Conventional LED path lights with pole-mounted solar array. Cost:
15 Approximately \$40,000.00 to \$50,000.00

16 The council and Engineer Simonson discussed each alternative in detail. Engineer
17 Simonson also suggested several combinations of the alternatives that may provide
18 more reliable lighting on the river bridge.

19 Administrator Baker asked the council to allow staff to meet with Angela Meraz of Alpine
20 Bank to better understand the banks partnership capacity on the project. Based on that
21 information, there may be additional options for lighting the bridge. Administrator
22 Baker said the updated project would come back to the council for their approval to
23 proceed.
24

25 Clerk Harrison introduced Kate Gazunis, from Garfield County Housing Authority who
26 had some comments for the council regarding senior housing.

27 Ms. Gazunis introduced herself to the council and apologized for missing the 6:00 work
28 session with the county commissioners. She said her office was working with the
29 developer of the proposed senior housing complex in New Castle in regard to rental
30 assistance. She said she had extensive experience with the tax credit program, and
31 would act as the town's resource for information about it. Ms. Gazunis said that the
32 application for the tax credit program was due in May, 2015. She said it was very
33 unusual for an agency to get funding on the first submittal, and she wanted the town
34 to understand that it was likely they would not get funding in 2015. She explained
35 some of the application processes and said she would be meeting with staff to make
36 some corrections to the documents before they are sent in to the state.
37

38 Ms. Joann Clemens, New Castle resident. Ms. Clemons told the council that the senior
39 housing complex in the Town of Silt was conscious of storage need in the units, and
40 asked that the new senior housing development consider storage as well. Mayor Gordon
41 said staff had noted that storage was important. Councilor Means said that the
42 management of the existing New Castle senior housing had listed storage space as a
43 key element in the proposed senior complex.
44
45

46 **~~Historic Preservation Committee Discussion~~**

47 Item was removed from the agenda.
48

49 **Kathy Kopf Proclamation**

1 Mayor Gordon read the proclamation honoring Kathy Kopf into the record. Ms. Kopf
 2 thanked the council and said that the credit should really go to the talented and fun
 3 group of people that volunteered on the Downtown Group. She also said she and her
 4 husband were not moving away from New Castle, but were moving to California and to
 5 kids and grandbabies. The council and staff wished her good luck.

6 7 **Visitor's Center: Discussion on Location**

8 Administrator Baker said that originally, the discussion was to be about securing some
 9 space planning services, but had changed to a consideration of the location because it
 10 was probably not the best location. He suggested that the staff and council walk to the
 11 other part of the community center building to consider it.

12
 13 Staff and council walked to the northern portion of the building. Councilor Metzger gave
 14 each council member some drawings, and explained the various options as she saw
 15 them. The council discussed it at length and determined that a kiosk should be placed
 16 in the community center foyer, with maps and brochures of local attractions. Signs
 17 would direct people to "Visitor Information". Administrator Baker offered that the
 18 council could reconsider it at the fall retreat to decide if expanding the visitor
 19 information area were necessary. The council thanked Councilor Metzger for her efforts.

20 21 **Consent Agenda**

22 Minutes of the January 20, 2015 meeting

23 January Bills of \$745,521.35

24 Lakota Food and Beverage Golf Course Liquor License Renewal

25 Lakota Food and Beverage Recreation Center Liquor License Renewal

26 **MOTION: Councilor Stuckey made a motion to approve the consent agenda.**

27 **Councilor Means seconded the motion and it passed unanimously.**

28 29 **Staff Reports**

30 Police Chief – Police Chief Tony Pagni updated the council on the progress of the police
 31 department remodel of the lower level of the public works building.

32 Town Administrator – Administrator Baker asked the council for permission to authorize
 33 Town Attorney David McConaughy to engage B&B Appraisal to appraise the town-owned
 34 property that the senior housing project would be built on. The council agreed. He said
 35 some research had been done on an employee assistance program, and he had a
 36 proposal for the 2016 budget. Last, he said he and several staff had gone to Grand
 37 Junction and met with CDOT regarding angled parking on Main Street, pedestrian
 38 crosswalks on Main Street and a stop sign and crosswalk at the T intersection of Castle
 39 Valley Boulevard and county road 335. The council reviewed the information he
 40 provided them. Administrator Baker explained the idea of devolution and the two
 41 alternatives he and Engineer Simonson had developed, and said that CDOT had agreed
 42 to evaluate the alternatives. Mayor Gordon said that the meeting with had gone very
 43 well and he felt like they CDOT was willing to partner with the town. Administrator
 44 Baker agreed and said he would like to bring devolution back to the council at the next
 45 meeting for them to consider. Engineer Simonson said that the process might take a
 46 year, but that the town could have angled parking in 2016. Administrator Baker said
 47 that CDOT asked for drawings on the proposed pedestrian crossings at Highway 6 and
 48 Castle Valley Boulevard so they had something to look at. CDOT also wanted to see
 49 traffic counts and drawings for the proposed stop sign at CR 335. Administrator Baker

1 asked the council if they would allow him to send the letter. Council agreed.
2 Town Clerk – Nothing to report
3 Town Planner – not present
4 Public Works Director – not present

5

6 **Committee Reports**

7 Planning & Zoning Commission – nothing to report
8 Historic Preservation Commission – nothing to report
9 Economic Advisory Committee – nothing to report
10 Senior Programs – Councilor Metzger said that New Castle would be serving breakfast
11 at the next Senior Advisory Committee meeting.
12 RFTA – Mayor Gordon said the next RFTA meeting would be on February 12 and asked
13 if Councilor Stuckey could attend because he could not.
14 AGNC – Councilor Breslin asked if everyone received the AGNC newsletter. He said they
15 were the western slope’s advocate at the legislature.

16

17 **Council Comments**

18 Councilor Means asked if he could be allowed to leave because he was not feeling well.
19 The council dismissed him and he left at 8:50 p.m.
20 Councilor Riddile said he had heard there was a new general manager at Lakota Canyon
21 Ranch and he felt that the council should invite that person to council to update them.
22 Clerk Harrison said that Brain Pemberton was the new operating manager. Mayor
23 Gordon asked Clerk Harrison to find out who the person was and invite them.
24 Councilor Metzger asked what happened with the Cultural Heritage Tourism sign.
25 Councilor Leland said that the woman who runs the organization hired a designer from
26 Denver who is pressed for time and there have been significant delays getting the
27 signs. He said he had no idea when the New Castle sign would be installed, and that the
28 town had not paid for it yet.
29 Councilor Metzger felt that the council should recognize Mike Miller by naming the trail
30 suggested last meeting. Administrator Baker said that the trail existed mostly on
31 private land, and that the town did not have easements on all those properties. As the
32 land developed, he felt it would be easy to get the easements. Councilor Breslin recalled
33 that Lakota had stated in the past that that they preferred there be a buffer between
34 Castle Valley Ranch and Lakota Canyon Ranch, and that the cemetery road would be
35 completed as a trail. Councilor Leland recalled that Castle Valley Ranch asked the town
36 to give up the cemetery road ROW, and the town did with a written promise from them
37 that there would be a pedestrian trail across that property, but that the trail would not
38 be laid out until the property was platted. Councilor Leland was certain there was a
39 written agreement somewhere.
40 Councilor said that every time the council used the power point projector it did not
41 seem to work. Clerk Harrison said it had been working earlier, and something in the
42 power point software program caused a fatal error in the laptop and the laptop crashed.
43 Administrator Baker said that the problem was that the town did not have a working
44 laptop, and that staff was using either his or Clerk Harrison’s personal computers, and
45 both had crashed. He said staff would look into purchasing a good laptop for the town.
46 Councilor Metzger said that she was not comfortable with the presentation given to the
47 council at the last meeting by Terri Knobb. She felt that some things Ms. Knobb said
48 were not true, and wondered if the town had any control over what she did because she
49 seemed to be representing the town. Councilor Breslin said Ms. Knobb was working with

1 Debbie Nichols, and he felt that any outside person who has access to staff sometimes
2 felt they could direct staff, and he did not feel that was appropriate, and that staff
3 should be protected from that. Councilor Leland said he thought the town had gotten
4 too enmeshed with the old chamber and referring to them as an outside agency
5 clarified their position. He thought the town could back away and let them get started
6 and function, but it wasn't the town's responsibility.

7 Councilor Metzger was concerned about some of the information on that as well.

8 Councilor Leland said the members listed on the chamber website did not look the
9 membership of a chamber of commerce that would be helpful to businesses. He felt the
10 town did not need to concern themselves with it, and thought the town should keep
11 their involvement at arms-length.

12 Councilor Stuckey asked if the chamber had been officially turned over to Ms. Knobb,
13 and Administrator Baker said it had. Councilor Riddile said the council did not have
14 control over the chamber except for funding. Councilor Breslin said their job was to
15 advocate for businesses. Councilor Metzger felt that was missing, but hoped that they
16 succeeded.

17 Councilor Breslin said he was proud of the town staff for implementing strategy to
18 manage events, and he hoped the chamber would succeed in their efforts.

19 Councilor Breslin asked the council for permission to speak with Lee Price about his
20 volunteer database, and to see if the town could implement a plan to categorize the
21 database to list hard and soft assets. The council discussed the incident command
22 system briefly.

23 Councilor Breslin said that he felt a state grant would be a good idea to assist the
24 museum to improve and secure the museum.

25 Councilor Breslin said there were several New Castle citizens who died while serving
26 their country in air wing units, and he saw some aviation equipment possibly coming
27 available from the livery stable, and he asked the council to think about dedicating a
28 place in town to aviation history.

29
30 **MOTION: Mayor Gordon made a motion to adjourn. Councilor Metzger**
31 **seconded the motion and it passed unanimously.**

32
33 The meeting adjourned at 9:25 p.m.

34
35 Respectfully Submitted,

36
37
38
39
40 _____
41 Mayor Bob Gordon

42
43 _____
44 Town Clerk Melody Harrison, CMC

**INTERGOVERNMENTAL
AGREEMENT
OF
GARFIELD COUNTY
EMERGENCY
COMMUNICATIONS
AUTHORITY**

INTERGOVERNMENTAL AGREEMENT ESTABLISHING GARFIELD COUNTY COMMUNICATIONS AUTHORITY

THE PARTIES to this Agreement are THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO, (a legal and political subdivision of the State of Colorado); THE TOWN OF CARBONDALE, (a duly organized corporation within the State of Colorado), THE CARBONDALE RURAL FIRE PROTECTION DISTRICT, (a duly organized special district and governmental entity within the State of Colorado); THE CITY OF GLENWOOD SPRINGS, (a duly organized municipal corporation within the State of Colorado); GLENWOOD SPRINGS RURAL FIRE PROTECTION DISTRICT, (a duly organized special district and governmental entity within the State of Colorado); THE TOWN OF SILT, COLORADO, (a duly organized municipal corporation within the State of Colorado); THE TOWN OF NEW CASTLE, (a duly organized municipal corporation within the State of Colorado); ~~THE BURNING MOUNTAINS FIRE PROTECTION DISTRICT~~ THE COLORADO RIVER FIRE PROTECTION DISTRICT, (a duly organized special district within the State of Colorado); THE CITY OF RIFLE, (a duly organized municipal corporation within the State of Colorado); THE TOWN OF PARACHUTE, (a duly organized municipal corporation within the State of Colorado); ~~THE RIFLE FIRE PROTECTION DISTRICT, (a duly organized special district within the State of Colorado)~~; and THE GRAND VALLEY FIRE PROTECTION DISTRICT, (a duly organized special district within the State of Colorado).

WHEREAS, pursuant to the provisions of Section 29-1-201, C.R.S., as amended, the parties have the power and authority to enter into this Agreement for the purpose of providing a unified County emergency communications system; and

WHEREAS, this Intergovernmental Agreement is intended to promote the coordination of full-time and event-specific emergency service communications, and dispatching by and for the parties; and

WHEREAS, this Intergovernmental Agreement is further intended to lead to the creation of a centralized countywide emergency communications operation; and

WHEREAS, significant cost and organizational efficiencies can be realized if such facilities or site acquired is constructed, leased, operated and maintained jointly by the parties through a separate, durable intergovernmental agreement, and entity.

NOW, THEREFORE, in consideration of the mutual covenants and commitments set forth herein, the parties agree as follows:

Article I - Purpose

As permitted by Section 29-1-203, C.R.S., as amended, the parties hereby establish a separate legal entity to be known as the "Garfield County Emergency Communications Authority," (herein-after referred to as the "Authority"), which shall be, responsible for establishing and

administering the operation of a countywide emergency communications and dispatch program as set forth herein. All parties to this agreement are aware that the Authority as so established is a separate legal entity, which entity can enter into independent contracts, sue and be sued, and bears its own liability. This Authority has been established to implement that portion of the sales tax enacted in 1996 concerning the provision of County-wide emergency communications and dispatch services. (See Section 2.a. of Garfield County Resolution 96-54.)

~~It is recognized that all services cannot be provided on the effective date of creation of this Authority, but that such services will be provided pursuant to an anticipated schedule attached hereto as **Exhibit A**.~~

Article II - Effect

The Agreement shall take effect and the Authority shall be formed upon the execution of this agreement by the Board of County Commissioners of Garfield County, the City of Glenwood Springs, and the City of Rifle. Additional members shall be considered joined to the Authority upon the date of their execution of this Agreement.

Article III - Additional Members

Additional members may be added to the Authority, if an entity is qualified to enter into an Intergovernmental Agreement pursuant to the provisions of Section 29-1-201, C.R.S., as amended, and such entity application for membership is accepted by the majority of the Authority members as such exists on the date of the requesting entity's application. The parties to this Agreement shall not be subject to these restrictions.

Article IV - Duties and Powers of the Authority

A. The authority of any party shall not be imputed to any other party or the Authority, and no debt, liability or obligation of the Authority shall be imputed to any party.

B. In order to achieve its purpose, the authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of its powers including the following:

1. To make and enter into contracts, including agreements to receive and provide services, including administrative and financial services necessary for the operation of the authority, including auditing, financial and payroll services, legal services, and other incidental services normally associated with the operation of a governmental entity.

2. To provide dispatch services and emergency communication services of all kinds, including the handling and processing of arrest warrant information for arrest warrants issued by the courts in the State of Colorado and other states of the United States, for the benefit of and on behalf of all of the parties to this Agreement, including the provision of 911 and E-911 services directly or by contract.

3. To provide emergency communications and dispatch services as defined in paragraph 2 above for private organizations to the extent that such contract requires the payment of adequate consideration for the provision of those services.
4. To employ agents and employees necessary to carry out the purposes of this Agreement.
5. To acquire, construct, maintain, manage, lease, hold or dispose of any real property necessary for the purposes of this Agreement.
6. To acquire, construct, maintain, manage, lease, hold or dispose of any personal property necessary for the purposes of this Agreement.
7. To condemn property for public use to the extent needed for the acquisition of utility easements, access easements, repeater, and transmission facilities, to the extent all such facilities or similar facilities are located at sites remote from a central dispatch center and not otherwise held or owned by another public entity.
8. To incur debts, liabilities and obligations necessary for the operation of the Authority, to sue and be sued in its own name.
9. To have and use a corporate seal.
10. To fix, maintain, revise, fees, rates and charges for functions or services or facilities provided by the entity for those not members of the Authority, as well as fees to members for special services not contemplated in the day-to-day operation of the Authority, pursuant to a fee schedule adopted by the Board of Directors.
11. To adopt by resolution, regulations respecting the exercise of the authorities, powers and carrying on of its purposes.
12. To apply for and accept grants, advances and contributions.
13. To adopt annually a budget setting forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserves expenditures, and submit that budget for final approval to the Board of County Commissioners of Garfield County as required by Section 30-11-107, C.R.S., as amended.
14. To authorize expenditures pursuant to the approved budget and appropriations.

Article V - Board of Directors

The governing body of the Authority shall be known as the Board of Directors, in which all legislative power of the Authority shall be vested. The Board of Directors shall be comprised of the following:

- A. Each member shall be entitled to one representative on the Board of Directors.

1. For those members that are municipal entities, their designees shall be their Chief of Police or Chief Law Enforcement Officer.
 2. For those members that are Special Districts, their representative shall be appointed by the Board of that Special District and shall be either a Board member or member of the staff.
- B. The Board of County Commissioners of Garfield County shall be entitled to one member of the Board of Commissioners as elected by that Board.
- C. The Garfield County Sheriff.
- D. Two elected officials selected by lot annually' from member agencies for a one (1) year term.
- E. One (1) citizen representative who is not otherwise associated with any of the member agencies to be appointed by a majority of the other members of the Board of Directors.

Article VI - Actions, Powers and Duties of the Board of Directors

- A. The Board of Directors shall have general supervision over all financial, budgetary and administrative affairs of the Authority except as specifically provided in this Intergovernmental Agreement.
- B. The Board of Directors shall adopt Bylaws within sixty (60) days of the first meeting of the Board of Directors in order to conduct its business in proper manner. The Bylaws shall control to the extent they do not conflict with this IGA.
- C. The Board of Directors shall meet at least once annually to approve the budget for the Authority, as set forth herein.
- D. The Board of Directors shall have authority to act on all matters by a majority of the quorum, except as set forth herein, at a regularly scheduled Board of Directors meeting. The quorum of the Board shall consist of a majority of the member's representatives. The Board of Directors shall meet at times and places established by the Bylaws or by resolution of the Board of Directors. In the following areas, the Board of Directors shall act with approval of a majority of the membership:
1. Approval of the annual budget;
 2. Contract approval for agreements with member entities, when such agreement provide for general emergency dispatch and communication services to be provided by that member entity. (This area of contract approval may not be delegated.)
- E. The meetings of the Board of Directors shall be subject to the provisions of the Colorado Open Meetings Law, and the Colorado Open Records Act. All meeting minutes and notices shall be maintained as required pursuant to those provisions.

F. The officers of the Authority shall consist of the Chairman, the Vice-Chairman, the Secretary and the Treasurer. The Chairman shall be responsible for conducting all meetings pursuant to Robert's Rules of Order unless other meeting procedures are adopted by the Board of Directors as a part of their Bylaws. The Vice-Chairman shall be responsible for conducting all meetings in the absence or disqualification of the Chairman. The Secretary shall be responsible for preparing, reviewing and verifying all minutes of the meetings of the Board of Directors and shall attest all documents executed by the Chairman on behalf of the Authority. The Treasurer shall be responsible for all financial affairs of the Authority, including but not limited to, budget preparation, long range financial planning, banking activities and accounting reports. Funds of the Authority shall be expended in conformity with the Bylaws of the Authority.

G. Action of the Board of Directors shall be by motion or resolution.

H. By motion or resolution the Board may implement all powers of the Authority.

Article VII - Colorado Crime Information Center Control Committee

The Colorado Crime Information Center Control Committee, also referred to as "CCIC Committee" shall consist of three (3) Chief Law Enforcement Executives active in Garfield County, as appointed by the Board of Directors. The duties of the CCIC Committee shall be as set forth herein. The CCIC Committee, at its first meeting, shall elect a Chair, Vice-Chair and Secretary. In conducting its business, the CCIC Committee shall meet at least one time per month.

Unless the CCIC computer terminals are controlled by separate entities through contract, the CCIC Committee shall be specifically responsible for overseeing and supervising the operation of the CBI Criminal Records Computer Terminal. In regard to operation and maintenance of that facility, the CCIC Committee shall have the sole and exclusive authority superseding the authority of the Board of Directors in that regard. All employees and staff of the Authority responsible for any operational aspects of that computer terminal shall be supervised by the CCIC Coordinator.

Article VIII - Executive Board

A. Purpose

There shall exist an executive Board for the Authority whose purpose shall be to serve as primary supervisors and administrators of the Authority on a day-to-day basis. The Executive Board shall consist of the Garfield County Sheriff, one (1) member of the Board of County Commissioners of Garfield County, as elected by that Board, one (1) private citizen not otherwise associated with the Authority to be appointed by the Authority Board of Directors, two (2) law enforcement representatives to be appointed by the Authority Board of Directors and two (2) Fire/EMS representatives to be appointed by the Authority Board of Directors. All members of the Executive Board must also be members of the Board of Directors. The Garfield County Sheriff may appoint the Garfield County Undersheriff to attend Executive Board meetings in the absence of the Sheriff, ~~and~~ the Garfield County Commissioner representative may appoint one

other County Commissioner to attend in his/her absence, a law enforcement representative may appoint another member from that jurisdiction's police department in his/her absence, and a Fire/EMS representative may appoint another member from that jurisdiction's fire department/district in his/her absence. Such designated representatives shall have full power to participate and vote at such meetings to the same extent as the ~~Sheriff and the County Commissioner~~absent representative.

~~No other Executive Board member shall be permitted to appoint or substitute a replacement.~~

B. Terms

The terms of all members of the Executive Board shall be established in the Bylaws of the Authority. At a minimum, the terms of some members shall be staggered and none shall exceed three years in length. In addition, the status of Executive Board officers and procedural roles for the Executive Board shall be established by the Authority Bylaws.

C. Meetings of Executive Board

The Executive Board shall establish a regular meeting schedule which schedule shall be published during January of every calendar year. The Executive Board shall ~~hold at least one regularly scheduled meeting every month and may~~ conduct as many regularly scheduled meetings, special meetings, or emergency meetings as that Board deems necessary to properly conduct its business. All Executive Board members shall attend all meetings of the Executive Board. Any Executive Board member, except the Garfield County Sheriff and the Garfield County Commissioner representative, who fails to attend five (5) regularly scheduled meetings in any twelve (12) month period may be removed by the Executive Board. Any member so removed shall be replaced for the unexpired term of the member removed by a representative from the same discipline occupied by the removed Board member.

D. Powers, Actions and Duties of Executive Board

In order to achieve the purpose set forth above, the Executive Board shall have the following powers, duties and responsibilities:

1. To recommend contracts for execution by the Board of Directors.
2. To have all personnel responsibility for the staff of the Authority, including the initial hiring, termination and disciplinary responsibility for that staff. ~~In this capacity, the Executive Board shall have the authority to hire individuals pursuant to a properly adopted personnel policy.~~ In this capacity, the Executive Board shall have the authority to hire, discipline and terminate individuals pursuant to a properly adopted personnel policy and to conduct such review of termination and disciplinary actions as it shall establish by the personnel policy to be adopted by the Executive Board. ~~Additionally, the Executive Board shall have the authority to terminate employees, subject to review by the Board of Directors, as established by that policy.~~

3. Additionally, the Executive Board shall have supervisory responsibility over the day-to-day decision making process of the staff and employees of the Authority, which supervision powers shall be subject to review by the Authority Board of Directors only when acting in its capacity as that Board. Staff supervision shall not be subject to review by individual members of the Board of Directors.
4. The ability to enter into contracts and agreements as established by the Board of Directors through resolution.
5. All other powers, duties and responsibilities delegated to the Executive Board by the Board of Directors, except those responsibilities set forth at Article Four - B.5 which shall be non-delegable to the Executive Board.

Article IX - Budget

The Board of Directors shall provide in the Bylaws for an Authority budget cycle which coincides with the budget cycle for Garfield County and complies with the Local Government Budget Law of Colorado. ~~The Board of Directors shall adopt its budget at least three months prior to the end of the fiscal year.~~ That budget shall set forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserve expenditures for the following fiscal year. Such budget shall anticipate that the primary source of revenue will be from the Garfield County Sales Tax as adopted by the electorate in November of 1996. (See Section 2.a. of Garfield County Resolution 96-54.) The budget shall be subject to annual review, approval and appropriation by the Board of County Commissioners. Once appropriated, all expenditures will not exceed the budget or amended budget approved by the Board of County Commissioners. Additionally, the Board of Directors may anticipate revenue from grants, donations, non-member user charges, fees collected from an approved schedule, fees for special services to members, and interest on funds received by the Authority. All revenue sources shall be specifically identified in the budget process. ~~To the extent funds are appropriated by the Board of County Commissioners for county wide emergency communications for budget years 1997, 1998, and 1999, the Board shall appropriate the designated sales tax to the Authority. This provision shall be reviewed in May 1999.~~

Article X - Financial Services

The Authority shall maintain its own bank accounts and funds separate from those of the members. All monies shall be kept in accordance with statutory requirements for public funds specified in Section 24-75-601, and Section 11-10.5-101, C.R.S., as amended. All investments of funds appropriated to the Authority shall comply with statutory limitations. No member agency shall be permitted to provide the services set forth in this section.

Article XI - Personnel

The Authority is authorized to employ necessary staff and personnel to perform its purpose of providing a county-wide emergency communications and dispatch operation. The Authority

shall maintain adequate insurance to cover employment-related lawsuits brought by or on behalf of any employee retained by the Authority. Additionally, the Authority is authorized to contract with members and parties to this Agreement for the provision of necessary staff and personnel to perform its functions. Through such contractual arrangement with members and parties to this Agreement, the Authority shall not undertake an employee/employer relationship with the employees of the party performing the contracted services.

To the extent the Authority retains its own staff; the Authority shall adopt a personnel policy specifying the conditions of that employment. For the position of Executive Director and other specific positions denominated by the Board of Directors, the Authority may enter into a contractual arrangement, which contracts must establish an at-will employment status, but contain specific severance provisions to the extent permitted by law, and by the budget of the Authority.

Article XII - Records

The parties to this Agreement and all other members shall, have access at all times to the records of the Authority. Nevertheless, the records of police dispatching activities shall be deemed criminal justice investigatory files, and the records of the agency or agencies involved, not the records of the Authority. Records of medical dispatching activities shall be deemed medical records and shall be further deemed to be the records of the agency or agencies involved and the not the records of the Authority. All requests for release of the foregoing records shall be directed to the affected agencies. All other records shall be deemed public records and their release governed by law.

Article XIII - Audits

Pursuant to Colorado law, the Authority shall cause an annual independent audit to be made of its books and records. This audit shall be provided to the governing body of each party to this Agreement.

Article XIV - Legal Services

The Authority through the Board of Directors, may contract for legal services within limitations of its budget. Legal advice provided by the attorneys for members, and the parties to this Agreement, shall not constitute legal advice to the Authority, but shall be deemed legal advice to that party. ~~The Authority may not retain any attorney who also advises a member agency.~~

Article XV - Insurance

The Authority shall maintain the following insurance coverages as established by the Board of Directors in the Bylaws or otherwise.

A. Workers Compensation Insurance as required by law to cover all employees, Board members, officials and volunteers of the Authority.

- B. General liability insurance, including without limitation, insurance covering employment-related claims. Where deductibles or retentions are involved, the budget of the Authority shall include an appropriate reserve to cover such expenses.
- C. Automobile liability insurance in at least the statutory minimum. Where deductibles or retentions are involved, the budget of the Authority shall include an appropriate reserve to cover such expenses.
- D. Errors and omissions insurance covering each director and member of the Executive Committee.
- E. Property insurance in amounts to cover accidental damage, loss or destruction of Authority property.

Article XVI - Services to Non-Members or Non-Parties

The Authority may contract to provide services to governments or organizations. All such contracts shall require consideration paid to the Authority in an amount at least equivalent to the services provided, unless a lesser amount of consideration has been approved by a majority of the membership of the Authority. Services may be terminated for failure to provide prompt payment.

Article XVII - Withdrawal, Termination and Dissolution

- A. Parties and members may withdraw from this Agreement upon written notice to the Authority, giving six (6) months notice prior to the commencement of the fiscal year in which membership in the Authority will cease. A party which has given notice of withdrawal retains all rights and obligations of a party until the effective date of the withdrawal.
- B. Except as otherwise provided in this IGA, upon the effective date of withdrawal or termination of participation in this intergovernmental agreement and in the Authority, the party or member forfeits any and all right, title and interest that it might otherwise have in the property or assets of the Authority.
- C. Termination of the membership of any party or member may be accomplished by a 2/3 vote of the members of the Authority. Such termination may be accomplished solely through a finding that a member has violated the terms of this Agreement.
- D. The Authority may be dissolved through termination of this Agreement by the written mutual consent of three-quarters (3/4) of all members in good standing, which 3/4 majority must include the City of Glenwood Springs, the City of Rifle, and the Board of County Commissioners of Garfield County. The agreement providing for dissolution of the Authority shall also provide that all assets titled to or held in the ownership of the Authority shall become the property and under the ownership of the Board of County Commissioners.

E. Upon withdrawal, termination or dissolution, members shall retain ownership of all property and assets separately titled to those owners.

Article XVIII - E-911

The Authority may contract with municipalities, special districts or other authorities to undertake the provision of 911 or E-911 services. Any agreement to provide that service must also provide for full reimbursement for undertaking E-911 operations. E-911 service provided on behalf of a separate entity shall be undertaken pursuant to written contracts approved by a majority of the members.

Article XIX - Contracts with Members

The Authority may not enter into contracts with members for the provision of administrative services required to be performed by the Authority pursuant to this Agreement. However, the Authority may enter into contracts with members for the purchase or lease of equipment, sites, or real property. Additionally, the City of Rifle and Garfield County may enter into contracts with the Authority for the provision of initial general emergency dispatch and communication services. Such contracts may continue until the Authority is able to provide general emergency county-wide communications and dispatch services through its own staff and equipment.

Article XX - Radio Frequencies

Each member shall offer for the common use of the Authority all radio frequencies licensed to the member which are appropriate for fire or law enforcement use. Each member agrees to abide by the decisions of the Authority concerning use of such frequencies. Every member agrees to renew such licenses unless relieved of that obligation by the Authority. The Authority shall bear all costs and undertake all duties regarding transfer of ownership of such licenses, if required by Federal regulation. The Executive Director and Authority shall coordinate renewal and management of all licenses to ensure their viability.

Article XXI - Amendments

Except as set forth in this paragraph, this IGA may be amended by the approval of not less than two-thirds (2/3) of the entire membership of the members and parties in good standing, including approval of the City of Glenwood Springs, the City of Rifle, and the Board of County Commissioners of Garfield County. For all amendments concerning budget, appropriation, membership on the Board of Directors or membership in the IGA, unanimous approval shall be required.

Article XXII - Miscellaneous Provisions

A. The waiver by the Authority or any party of any breach of any term, covenant, or condition of this intergovernmental agreement by any other party or the Authority shall not be

deemed a waiver of such term, covenant, or condition for any subsequent breach of the same or of any other term, covenant, or condition of this intergovernmental agreement.

B. Any party shall have the right to enjoin any substantial breach or threatened breach of this intergovernmental agreement by any other party, and shall have the right of specific performance of this intergovernmental agreement.

C. This intergovernmental agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as expressly provided herein.

D. This intergovernmental agreement contains the entire agreement between the parties and shall not be amended or modified in any manner except in accordance with the amendment procedure set forth herein.

E. All notices to parties shall be deemed to have been given when mailed to the governing body of a party. Additionally, all notice to the Authority shall be deemed to have been given when mailed to the Board of Directors of the Authority.

F. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application; and, to this end, the provisions of the Agreement are deemed to be severable.

G. No assignment of any of the rights or obligations created by this Agreement in favor of any party to this Agreement may be assigned in whole or in part without the prior written approval of that party or parties, and all such assignments so approved shall be null and void. This provision shall not bar the undertaking of a contractual agreement by the Authority to obtain provision of these services required to be provided by the Authority.

H. The section headings of this Agreement are for convenience only and are not to be used to interpret or give effect to this Agreement. Unless otherwise indicated by the text, the singular includes the plural, and the masculine includes the feminine.

I. The provisions of this Agreement shall apply to and bind the legal representatives and successors of interest of all of the parties and all of the covenants are to be construed as conditions of this Agreement.

J. The Authority created through the execution of this document shall hold harmless, indemnify and defend the Board of County Commissioners of Garfield County and every member to the Authority from any claim arising from or in any way related to the creation, operation or performance of the Authority, its officers, directors, employees or agents, whenever that entity or those individuals are acting in their capacity on behalf of the Authority.

K. This Agreement may be executed in counterpart copies and shall be in full force and effect as set forth above.

IN WITNESS WHEREOF, the parties to this intergovernmental agreement have affixed their seals and signatures on the day and year set forth below their respective signatures.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
GARFIELD COUNTY, COLORADO

Clerk of the Board
Dated: _____

By: _____
Chairman

ATTEST:

TOWN OF CARBONDALE

Town Clerk
Dated: _____

By: _____
Mayor

ATTEST:

CARBONDALE RURAL FIRE PROTECTION
DISTRICT

Secretary
Dated: _____

By: _____

ATTEST:

CITY OF GLENWOOD SPRINGS

City Clerk
Dated: _____

By: _____
Mayor

ATTEST:

GLENWOOD SPRINGS RURAL FIRE
PROTECTION DISTRICT

Secretary

Dated: _____

By: _____
President

ATTEST:

TOWN OF SILT

Town Clerk

Dated: _____

By: _____
Mayor

ATTEST:

TOWN OF NEW CASTLE

Town Clerk

Dated: _____

By: _____
Mayor

ATTEST:

~~BURNING MOUNTAIN~~ COLORADO RIVER
FIRE PROTECTION DISTRICT

Secretary

Dated: _____

By: _____
President

ATTEST:

CITY OF RIFLE

City Clerk
Dated: _____

By: _____
Mayor

ATTEST:

TOWN OF PARACHUTE

Town Clerk
Dated: _____

By: _____
Mayor

~~ATTEST:~~

~~RIFLE FIRE PROTECTION DISTRICT~~

~~Secretary~~
Dated: _____

By: _____
~~President~~

ATTEST:

GRAND VALLEY FIRE PROTECTION DISTRICT

Secretary
Dated: _____

By: _____
President

Memo

To: Town Council

From: Debbie Nichols

Date: February 11, 2015

Re: Dates for Burning Mountain Festival and Chili Cook-Off

Recommendation: Staff recommends the following dates for the two events:

Burning Mountain Festival: September 11 & 12, 2015.

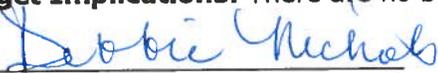
In the past few years, the Festival has been held the first weekend in September. In 2015, the first weekend is also Labor Day weekend, so Staff recommends moving the festival to the second weekend of September. The River Center would like to add a Community Worship service on Sunday September 13th.

Chili Cook-Off: December 5, 2015

The Chili Cook-Off has been held the first weekend in December for numerous years. Staff recommends staying with the tradition.

Policy Implications: There are no policy implications

Budget Implications: There are no budget implications



Department Head (signature)

Finance Director (signature)

Town Administrator (signature)

_____ No _____
Consultant needed at Council Meeting? Whom? Estimated meeting time cost, if known.

[In order for any item with financial implications for the Town to be placed in the agenda packet, it must be reviewed and approved by the persons noted above.]

Background: None

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC-2015-05**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL
SUPPORTING THE APPLICATION FOR A GRANT FROM THE GARFIELD
COUNTY FEDERAL MINERAL LEASE DISTRICT FOR PEDESTRIAN
SAFETY AND DOWNTOWN STREETScape**

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

WHEREAS, the Town of New Castle has submitted a Grant Application for a Pedestrian Safety and Downtown Streetscape project, requesting a total award of \$ _____ ; and

WHEREAS, the Town of New Castle supports the Pedestrian Safety and Downtown Streetscape Project if a grant is awarded by the GCFMLD.

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

1. The above recitals are hereby incorporated as findings by the Town of New Castle.
2. The Town of New Castle strongly supports the Grant Application.
3. If the grant is awarded, the Town of New Castle strongly supports the completion of the Pedestrian Safety and Downtown Streetscape Project.
4. The Town of New Castle authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.
5. The project properties are owned by the Town of New Castle and will be owned by The Town of New Castle for its foreseeable, useful life. The Town of New Castle will continue to maintain the properties in a high quality condition and will appropriate funds for maintenance annually. The estimated maintenance cost of said properties is estimated to be \$ _____ annually.
6. If a grant is awarded, the Town of New Castle hereby authorizes the Mayor to sign a Grant Agreement with the GCFMLD.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on February 17, 2015.

TOWN OF NEW CASTLE

ATTEST:

Mayor Bob Gordon

Town Clerk Melody L Harrison, CMC

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC-2015-06**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL
SUPPORTING THE APPLICATION FOR A GRANT FROM THE GARFIELD
COUNTY FEDERAL MINERAL LEASE DISTRICT AND THE COMPLETION OF
PUBLIC SAFETY FLEET PROJECT**

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

WHEREAS, the Town of New Castle has submitted a Grant Application for the Public Safety Fleet Project requesting a total award of \$25,000.00; and

WHEREAS, the Town of New Castle supports the completion of the Public Safety Fleet Project if a grant is awarded by the GCFMLD.

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

1. The above recitals are hereby incorporated as findings by the Town of New Castle.
2. The Town of New Castle strongly supports the Grant Application.
3. If the grant is awarded, the Town of New Castle strongly supports the completion of the Public Safety Fleet Project.
4. The Town of New Castle authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.
5. The Public Safety Fleet is owned by the Town of New Castle and will be owned by The Town of New Castle for its foreseeable, useful life. The Town of New Castle will continue to maintain the Public Safety Fleet Project in a high quality condition and will appropriate funds for maintenance annually. The estimated annual maintenance cost of the fleet addition is \$800.00.
6. If a grant is awarded, the Town of New Castle hereby authorizes the Mayor to sign a Grant Agreement with the GCFMLD.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on February 17, 2015.

TOWN OF NEW CASTLE

ATTEST:

Mayor Bob Gordon

Town Clerk Melody L Harrison, CMC