<table>
<thead>
<tr>
<th>ESTIMATED TIME</th>
<th>AGENDA ITEM</th>
<th>PUBLIC HEARING or ACTION ITEM</th>
<th>STAFF PRESENTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00</td>
<td>Call to order</td>
<td></td>
<td>Mayor Richel</td>
</tr>
<tr>
<td></td>
<td>Roll call</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Pledge of Allegiance and Moment of Silence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7:05</td>
<td>Consent agenda –</td>
<td></td>
<td>Mayor Richel</td>
</tr>
<tr>
<td></td>
<td>1. Minutes of the August 26, 2019 Board of Trustees meeting</td>
<td>Action Item</td>
<td>Tab B</td>
</tr>
<tr>
<td></td>
<td>2. Approval of the High Q Retail Marijuana license renewal</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conflicts of Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7:10</td>
<td>Public Comments - A “Sign In Sheet” is available in the Council Chambers. Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code</td>
<td>Info Item</td>
<td>Tab D</td>
</tr>
<tr>
<td>7:25</td>
<td>Agenda Changes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7:25</td>
<td>Downtown Improvement Grant – Request for additional money – Renee Grossman</td>
<td>Action Item</td>
<td>Tab C</td>
</tr>
<tr>
<td>7:35</td>
<td>Mosquito Control Contract Manager for Garfield County – Stephan Sheaffer</td>
<td>Info Item</td>
<td>Tab D</td>
</tr>
<tr>
<td>7:50</td>
<td>Town of Silt Irrigation Program overview</td>
<td>Info Item</td>
<td>Tab E</td>
</tr>
<tr>
<td>8:00</td>
<td>Area Sector Analysis Process Update</td>
<td>Info Item</td>
<td>Tab F</td>
</tr>
<tr>
<td>8:20</td>
<td>Second reading of Ordinance No. 6, Series 2019, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING THE ZONING FROM R-2 GENERAL RESIDENTIAL DISTRICT TO PUBLIC UTILITY DISTRICT ON A PARCEL KNOWN AS LOTS 4 THROUGH 10, BLOCK 8, BALLARD ADDITION, ALSO KNOWN AS 707 ORCHARD AVENUE, PARCEL 2179-03-31-2008, AND THE SILT HISTORICAL PARK, TO BETTER REFLECT THE ACTUAL LAND USE OF A MUSEUM ON THE PROPERTY WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO</td>
<td>Public Hearing</td>
<td>Tab G</td>
</tr>
<tr>
<td>8:25</td>
<td>Award of Beautiful Yard Contest – Round 2</td>
<td>Action Item</td>
<td>Tab H</td>
</tr>
<tr>
<td>8:30</td>
<td>Nomination of Town Representative to Garfield County Weed Board</td>
<td>Action Item</td>
<td>Tab I</td>
</tr>
<tr>
<td>Time</td>
<td>Item</td>
<td>Duration</td>
<td>Type</td>
</tr>
<tr>
<td>-------</td>
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</tr>
<tr>
<td>8:35</td>
<td>Senior Meals trial run at Town Center</td>
<td>10 min</td>
<td>Info Item</td>
</tr>
<tr>
<td>8:45</td>
<td>Off-Highway Vehicle (OHV) Ordinance consideration</td>
<td>15 min</td>
<td>Action Item</td>
</tr>
<tr>
<td>9:00</td>
<td>Administrator &amp; Staff reports</td>
<td>5 min</td>
<td>Info Item</td>
</tr>
<tr>
<td>9:05</td>
<td>Updates from Board / Board Comments</td>
<td>10 min</td>
<td></td>
</tr>
<tr>
<td>9:15</td>
<td>Adjournment</td>
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</tbody>
</table>

The next regularly scheduled meeting of the Silt Board of Trustees is Monday, September 23, 2019. Items on the agenda are approximate and intended as a guide for the Board of Trustees. “Estimated Time” is subject to change, as is the order of the agenda. For deadlines and information required to schedule an item on the agenda, please contact the Silt Town Clerk at 876-2353.
The Silt Board of Trustees held their regularly scheduled meeting on Monday, August 26, 2019 in the municipal council chambers. Mayor Richel called the meeting to order at 7:00 p.m.

Roll call

Present
Mayor Keith Richel
Mayor Pro-tem Kyle Knott
Trustee Justin Brintnall
Trustee Andreia Poston
Trustee Dina Prieto
Trustee Jerry Seifert

Absent
Trustee Sam Walls

Also present were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Public Works Director Trey Fonner, Chief of Police Mike Kite, Community Development Director Janet Aluise, Town Treasurer Betty Vega and members of the public.

Pledge of Allegiance and Moment of Silence

Consent Agenda

1) Minutes of the August 12, 2019 Board of Trustees meeting
2) Resolution No. 20, Series 2019, A RESOLUTION EXPRESSING THE APPRECIATION OF THE BOARD OF TRUSTEES FOR THE SERVICES OF MARK RINEHART AS A PLANNING COMMISSIONER OF THE TOWN OF SILT
3) Resolution No. 21, Series 2019, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT MINI GRANT IN THE AMOUNT OF $25,000 IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH PURCHASING STREET SAFETY Equipment AND ERGONOMIC OFFICE EQUIPMENT FOR USE IN THE FIELD AND IN TOWN OFFICES WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO
4) Resolution No. 22, Series 2019, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT TRADITIONAL GRANT IN THE AMOUNT OF $375,025 FOR A TOTAL PROJECT COST OF $589,325, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH REPAIRING AND REPLACING SECTIONS OF THE TOWN’S WASTEWATER COLLECTION SYSTEM WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

Trustee Seifert made a motion to approve the consent agenda as presented. Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously.

Conflicts of Interest – There were no conflicts of interest.
Public Comments – There were no public comments.

Agenda Changes – Administrator Layman stated that he would like to add an executive session for negotiations. He also thanked staff for the wonderful pig roast on Friday night and that everyone had a good time.

Recognition of Ross Talbott, Randy Callahan and Orrin Moon for their assistance with Fireworks show

Mayor Richel explained that due to the mudslide, the licensed pyrotechnics person was unable to get through to do the show and that Ross Talbott who is licensed stepped up and filled that position at the last minute. Randy Callahan and Orrin Moon with Colorado River Fire Rescue assisted in finding Mr. Talbott so that the Town could hold their fireworks show as scheduled. They were also instrumental in seeing that the Town had a safe venue from which to shoot the fireworks.

50th Anniversary Heyday wrap up – Peggy Swank

Peggy Swank was present to provide the Board with an update of the 50th Anniversary Heyday celebration. She thanked the Board and Town for their continued support to make this a successful event. The Heydays Committee and the Town both presented the Silt Historical Park with donations for proceeds that were received from the Silent Auction on Saturday and tips from the beer booth on both Friday night and Saturday.

Citizen discussion on future of Community Center

Administrator Layman stated that the condition of the Community Center was discussed at the last meeting and that it was decided to put this out again tonight in an effort to gain more citizen comments before the Board makes a decision. Director Fonner stated that the building appears to have moved a little more but seems to have stopped for the last few days. Administrator Layman stated that he spoke with a structural engineer who stated that it would cost approximately $1500 - $2000 to do a full report on the building but also suggested that based on what he has heard about the building that it may be in the town’s best interest to spend that money on a plan on what would take the buildings place. He added that from all of the people who have visited the building, everyone seems to agree that the building is not worth saving.

Director Aluise stated that the Towns insurance company would be here on September 4 to render their recommendation as well. There was discussion regarding replacing the building at some time in the future on a different site. Staff stated that they have also considered allowing the use of Council Chambers for meetings.

There was a consensus of the Board to have staff put out a RFP to see if there is anyone interested in salvaging the building. If no one shows any interest than the Town would send out another RFP to have the building torn down.
Youth Farm Project – Sara Tymczyszyn

Present tonight was Sara Tymczyszyn who approached staff about the possibility of doing a Youth Farming project at the Silt River Preserve. She stated that the West Slope Farm Project uses sustainable agriculture to transform the lives of young people and increase access to healthy food in Garfield County. The project is a vegetable farm dedicated to stewarding the land, teaching youth job skills and work ethic in the context of agriculture, and providing the community with access to fresh produce.

In conversations with Aspen Valley Land Trust, this project falls within the scope of the agreement for the land. The project will grow over time to a total of five acres and benefit the youth of our area as well as surrounding communities. Ms. Tymczyszyn stated that she hopes to have a pilot program in place by next summer.

There was a consensus of the Board to move forward and have staff work with Ms. Tymczyszyn on this project.

First reading of Ordinance No. 6, Series 2019, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING THE ZONING FROM R-2 GENERAL RESIDENTIAL DISTRICT TO PUBLIC UTILITY DISTRICT ON A PARCEL KNOWN AS LOTS 4 THROUGH 10, BLOCK 8, BALLARD ADDITION, ALSO KNOWN AS 707 ORCHARD AVENUE, PARCEL 2179-03-31-2008, AND THE SILT HISTORICAL PARK, TO BETTER REFLECT THE ACTUAL LAND USE OF A MUSEUM ON THE PROPERTY WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

Director Aluise stated that the current zoning creates a situation where the museum and park is a pre-existing, non-conforming use, presenting problems with permitting and expansion of the museum and park uses. Staff has also asked that the Board consider waiving all fees associated with this application.

The public hearing was opened at 8:04 p.m. Peggy Swank stated that the Heyday Committee works hard to contribute funding to the Historical Park in an effort to help them subsidize them. The hearing closed at 8:05 p.m.

Trustee Brintnall made a motion approve Ordinance No. 6, Series 2019, AN ORDINANCE OF THE TOWN OF SILT, COLORADO AMENDING THE ZONING FROM R-2 GENERAL RESIDENTIAL DISTRICT TO PUBLIC UTILITY DISTRICT ON A PARCEL KNOWN AS LOTS 4 THROUGH 10, BLOCK 8, BALLARD ADDITION, ALSO KNOWN AS 707 ORCHARD AVENUE, PARCEL 2179-03-31-2008, AND THE SILT HISTORICAL PARK, TO BETTER REFLECT THE ACTUAL LAND USE OF A MUSEUM ON THE PROPERTY WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO. Trustee Prieto seconded the motion, and the motion carried unanimously.

Trustee Seifert made a motion to waive the $250 zoning application fee. Trustee Brintnall seconded the motion, and the motion carried unanimously.

Budget Calendar and Overview of Budget

Administrator Layman went over his budget philosophy for next year and noted how the Town could be affected by new oil and gas guidelines and the chance of a possible recession. He
also spoke about the positive impacts to the budget based on new projects in the plans. He stated that staff would be taking a conservative approach by providing additional attention to people, not things. Focus will be on retaining current staff and improving service to our community. Administrator Layman asked the Board to think about these things and let him know what they feel should be considered.

Treasurer Vega went over the budget calendar and stated that staff would like to schedule a potential retreat to discuss the budget in more depth. She added that staff hopes to have a draft budget ready to present to the Board on October 15. Administrator Layman stated that at the retreat staff would like to discuss capital projects for 2020 based on the recently completed Water/Wastewater/Irrigation Master Plan as well as the Park, Recreation and Culture Master Plan that is currently in the works.

There was a consensus to have a budget work session on September 25 from 5:00 – 8:00 p.m.

July 2019 financials and balance sheets

Treasurer Vega went over the July 2019 financials and balance sheets.

Updates from Board / Board comments

The Mayor and Trustees all thanked staff for their work at the Pig Roast and for Heydays weekend. They also thanked Public Works for their efforts and the long days they put in to address a water break on Domelby Court last week. Mayor Pro-tem Knott stated that with budget season coming on that citizens should let them know how they would like to see their money spent. Trustee Brintnall also reminded people to contact Dispatch if they see something wrong such as water running where it shouldn’t be so that potential water breaks can be addressed as soon as possible. Mayor Richel reminded those who have branches that overhang sidewalks or blocking alleyways to keep them trimmed as they make it harder to see the kids now that school is back in session.

Administrator Layman reminded everyone about the Silt Block Party this Thursday from 5:00 – 7:30 p.m. to celebrate all of the businesses in Town.

Mayor Richel adjourned for a break at 8:31 p.m. and reconvened at 8:37 p.m.

Executive Session

Trustee Poston made a motion to go into an executive session to discuss the purchase, acquisition, lease, transfer, or sale of any real, personal or other property interest under C.R.S. Section 24-6-402(4)(a). Trustee Seifert seconded the motion, and the motion carried unanimously. The board adjourned to executive session at 8:38 p.m.

At the end of executive session, Mayor Richel made the following statement: “The time is now 8:51 p.m., and the executive session has concluded. No formal action was taken in executive session. The participants in the executive session were: Keith Richel, Andreia Poston, Dina Prieto, Jerry Seifert, Kyle Knott, Justin Brintnall, Jeff Layman,
Sheila McIntyre and Trey Fonner. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record”. No objections were stated.

_____

Adjournment

Mayor Pro-tem Knott made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 8:52 p.m.

_____

Respectfully submitted,  

Approved by the Board of Trustees

____________________________   ____________________________
Sheila M. McIntyre, CMC    Keith B. Richel
Town Clerk                  Mayor
TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
September 9, 2019  

AGENDA ITEM SUMMARY

SUBJECT: HQ, LLC dba High Q – Retail Marijuana license renewal  
PROCEDURE: (Public Hearing, Action item, Information Item) Action item  
RECOMMENDATION: Staff recommends approval of the High Q, Retail Marijuana license renewal  
SUMMARY AND BACKGROUND OF SUBJECT MATTER: Applicant Renee Grossman has submitted her renewal application for High Q at 730 Main Street. Staff has reviewed the application and deemed it complete. All fees have been paid and their business license and sales tax are current.  
FUNDING SOURCE: N/A  
ORDINANCE FIRST READING DATE: N/A  
ORDINANCE SECOND READING DATE: N/A  
RESOLUTION READING DATE: N/A  
ORIGINATED BY: Renee Grossman  
PRESENTED BY: Town Clerk McIntyre  
DOCUMENTS ATTACHED: Retail marijuana license renewal application  
TOWN ATTORNEY REVIEW [x] YES [ ] NO INITIALS ______  
SUBMITTED BY:  
Sheila McIntyre, Town Clerk  
REVIEWED BY:  
Jeff Layman, Town Administrator
TOWN OF SILT

MEDICAL MARIJUANA AND/OR RETAIL MARIJUANA STORE BUSINESS LICENSE
NEW AND RENEWAL APPLICATION

NEW □ RENEWAL ☒

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Applicant Address and Phone Number(s):</th>
<th>Social Security # or FEIN:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renée S. Grossman</td>
<td>314 Sopris Circle Basalt, CO 81621</td>
<td>46-2296641</td>
</tr>
<tr>
<td>HQ LLC</td>
<td>(212) 851-6448</td>
<td></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>dba (Doing Business As) Name:</th>
<th>Business Legal Name:</th>
<th>Business Phone Number(s):</th>
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<tbody>
<tr>
<td>High Q</td>
<td>HQ LLC</td>
<td>970-876-4114</td>
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<tr>
<th>Business Mailing Address:</th>
<th>Physical Business Address and Zoning District:</th>
<th>Landlord Name &amp; Mailing Address:</th>
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<tbody>
<tr>
<td>122 Little Elk Creek Ave. Snowmass, CO 81654</td>
<td>730 Main Street, Silt, CO 81652 Zone B-1</td>
<td>HQ Holdings LLC</td>
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<thead>
<tr>
<th>Business Manager and Date of Birth:</th>
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<th>E-Mail:</th>
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<tbody>
<tr>
<td>Renée S. Grossman</td>
<td>314 Sopris Circle Basalt, CO 81621</td>
<td><a href="mailto:reene@highqrockies.com">reene@highqrockies.com</a></td>
</tr>
<tr>
<td>(212) 851-6448</td>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Business Owners (all must be listed) and Dates of Birth:</th>
<th>Business Owners Addresses and Phone #:</th>
<th>Owners' Social Security Numbers:</th>
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</thead>
<tbody>
<tr>
<td>Renée S. Grossman</td>
<td>122 Little Elk Creek Ave. Snowmass, CO 81654 970-920-7552</td>
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<tr>
<th>US Citizen:</th>
<th>YES ☐ NO ☑</th>
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<tr>
<th>US Citizens:</th>
<th>YES ☑ NO ☐</th>
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<tr>
<th>Hours of Operation:</th>
<th>Days of Operation:</th>
<th>Business Square Footage:</th>
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</thead>
<tbody>
<tr>
<td>SU 12-8PM, M-T 10AM-9PM, W-SA 10AM-10PM</td>
<td>SUN-SAT</td>
<td>1,000</td>
</tr>
</tbody>
</table>

Nature of Business (as you would like it described on your license):
Retail Marijuana Store
TYPE OF BUSINESS:
☐ Medical Marijuana Store (requires a public hearing) – List of Products:
☒ Retail Marijuana Store (requires a public hearing) – List of Products: marijuana, infused products & accessories
☐ Medical/Retail Marijuana Store (requires a public hearing) – List of Products:
Marijuana, marijuana-infused products, accessories and merchandise

TYPE OF OWNERSHIP:
☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship ☐ Franchise
☐ Non-profit Corporation (attach IRS Letter of Determination) ☐ Other

STATE LICENSES (COPIES MUST BE ATTACHED TO THIS APPLICATION, IF AVAILABLE):
☒ State Medical/Retail Marijuana License #(s) 402R-00332 ☒ FEIN # 46-2296641

☐ State Health Department License # ☐ State Sales Tax # 29843485 (registered Silt as home base)

REQUIRED DECLARATIONS:

1. Has the applicant or any of the owners of this business been denied a medical marijuana or retail marijuana business or liquor license or similar State or local license, or had such a license suspended or revoked? If yes, please explain on a separate sheet of paper.
   x Yes ☒ No

2. Has the applicant or any of the owners of this business been convicted of a felony or has completed any portion of a sentence due to a felony conviction within the past 5 years, or has the applicant or any of the owners completed any portion of a sentence for a conviction of a felony regarding the possession, distribution, manufacturing, cultivation or use of a controlled substance within the past 10 years? If yes, please explain on a separate sheet of paper.
   ☑ Yes ☐ No

3. Is the applicant and the owners or manager U.S. Citizens and Colorado residents of two years and twenty-one (21) years of age or older?
   ☐ Yes ☒ No
   If no, please explain on a separate sheet of paper.

4. Is the applicant or any of the owners a law officer and/or employee of the State or local licensing authority?
   ☐ Yes ☐ No

5. Has a transfer of capital stock, change in principal officers or directors, transfer of membership interest or managers occurred?
   ☒ Yes ☐ No

6. Does the business utilize any hazardous, toxic or flammable materials?
   If so, please list out which kind, quantities, and for what purpose.
   ☐ Yes ☒ No

7. Is your business a change of use or occupancy for this location?
   (If a change of use, then two sets of registered design professional stamped plans are required. Please go to: http://townofsilt.org to apply for a building permit.)
   ☒ Yes ☒ No

8. Will there be ANY remodeling or building alterations?
   (Please go to: http://townofsilt.org to apply for a building permit.)
   ☐ Yes ☒ No

9. If renewal, have you added any space to your previous square footage?
   ☐ Yes ☒ No

10. Will you be installing a new sign or changing an existing sign?
    ☒ Yes ☒ No
**FEE SCHEDULE:**

1. New license application for medical/retail marijuana store. $1500.00
2. Renewal license application for medical/retail marijuana store. $500.00
   - A change of ownership requires a new license application and fee.
   - A license must be obtained for each marijuana establishment location.
   - A license is valid for one year

**REQUIRED ATTACHMENTS:**

- Completed copy of the State Medical/Retail Marijuana application(s) (as submitted to the State)
- Copy of State Sales Tax License Application
- Copies of Articles of Incorporation or Partnership/Operating Agreements
- Lease or Deed for Premises, listing the business as the Owner or Lessee
- Floor plan diagram, drawn to scale, showing public medical/retail store area and private areas (offices, etc), as well as secured areas for marijuana storage.

- Completed fingerprint card(s) for applicant, manager, and all owners, with a cashier’s check or money order for $39.50 made payable to CBI for each card.
- All necessary Town fees, in checks payable to the Town of Silt.

**REQUIRED APPROVALS PRIOR TO ISSUANCE OF LICENSE:**

1. **Town of Silt Community Development Department:**
   
   Please contact the Community Development Department at 970-876-2353, ext. 108 to confirm zoning.
   
   **ZONING District:** ____________________ Zoning Use Correct? □ Yes □ No
   
   Date of application ____________________ Date of Planning Commission Hearing ____________________
   
   Date of Notice in the Paper ___________ Date of Notice to 200’ property owners' ________________
   
   Date of Board of Trustees Hearing ________________ Date of Approval ____________________
   
   License and Certificate Issued? □ Yes □ No

   Does medical/retail store meet setback of 500’ from another licensed medical/retail marijuana store? □ Yes □ No
   
   Does medical/retail store meet setback of 500’ from private or public school, daycare or preschool that is located outside of a commercial zone district? □ Yes □ No
   
   Date of Board of Trustees public hearing ____________________
   
   Date of Notice in the Paper ___________ Date of posting notice at establishment ________________
   
   Date of Approval ____________________ Conforming Sign: □ Yes □ No
   
   □ Approved □ Denied □ Held
   
   Reason if held ____________________
   
   Zoning Administrator Signature: ____________________ Date: ________________
   
   Comments: ____________________
2. **Town of Silt Building Department:**

Please go to: [http://townofsilt.org](http://townofsilt.org) or apply at Community Development Department for a building permit to schedule a medical/retail marijuana store building life safety inspection.

☐ Change of Location ☑ Approved ☐ Denied ☐ Held
Reason if held __________________________________________________________

Building Official Signature: ___________________________ Date: 5/13/19
Comments: ________________________________________________

3. **Town of Silt Police Department:**

Town staff will contact the Town of Silt Police Department for review.

☑ Approved ☐ Denied ☐ Held
Reason if held _______________________________________________________

Police Chief Signature: _____________________________________________ Date: 9/3/19
Comments: _______________________________________________________

**PLEASE READ CAREFULLY AND INITIAL THE FOLLOWING STATEMENTS:**

RSG 1. I have obtained and examined a copy of all ordinances pertaining to the regulation of marijuana, and I agree to abide by and conform to all of the conditions of any license issued to me thereunder. [http://townofsilt.org/ordinances/](http://townofsilt.org/ordinances/).

RSG 2. I understand an approved and issued business license is required to conduct business within the Town of Silt. I fully understand and will comply with all the rules and regulations of the State and the Town of Silt. It is my responsibility to acquire all necessary approvals for this application, and to submit a completed application annually with appropriate fees to the Town Clerk. Finally, this application is complete and correct to the best of my knowledge.

RSG 3. I will operate my establishment in a safe manner that does not endanger the public welfare, and will post all licenses in a conspicuous location at the marijuana establishment(s).

RSG 4. I understand that the Town accepts no legal liability in connection with the approval and subsequent operation of the medical/retail marijuana-based business.

RSG 5. I understand that by accepting a medical/retail marijuana business license issued pursuant to the ordinances of the Town of Silt, the licensee, jointly and severally if more than one, agrees to indemnify and defend the Town, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.
PLEAS SIGN AND DATE BELOW

Renée S. Grossman
Print Applicant Name

Managing Member
Title

8/3/19
Date

FOR OFFICE USE ONLY

Paid $500.00
Date of Completed Application 8-6-19
Received by Sheila McIver

The Local Licensing Authority shall approve, deny, or conditionally approve a pending application within 45 days from the receipt of a completed application.

Inspections completed: Yes  No ☐

Application Approved ☐ or Denied ☐

Clerk Signature

If Denied, please state reason:

If Renewal and applicable, confirmed with Town Treasurer that sales tax has been collected ☐

Treasurer Signature

Revoked or suspended ____________ Date ____________ by ____________

Reason:
Addendum to
Retail Marijuana Business License Renewal Application
HQ LLC

Required Declarations #1

In January 2015, Renée S. Grossman, managing member of HQ LLC, was denied licenses to operate a Retail Marijuana Cultivation Facility and a Retail Marijuana Products Manufacturing Facility in Silt, CO.

MAILING ADDRESS CHANGE

The mailing address for HQ LLC and Renée S. Grossman is now 314 Sopris Circle, Basalt, CO 81621. The previous address was 0122 Little Elk Creek Ave., Snowmass, CO 81654.
**SALES TAX LICENSE**

<table>
<thead>
<tr>
<th>STATE</th>
<th>COUNTY</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLORADO</td>
<td>GARFIELD</td>
<td>SILT</td>
</tr>
</tbody>
</table>

**USE ACCOUNT NUMBER**

<table>
<thead>
<tr>
<th>USE ACCOUNT NUMBER</th>
<th>LIABILITY INFORMATION</th>
<th>ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>29843485-0000</td>
<td>24-0042-007 L 100114</td>
<td>Nov 21 17</td>
</tr>
</tbody>
</table>

**LICENSE VALID TO**

DECEMBER 31 2019

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION IN A CONSPICUOUS PLACE:

**HQ LLC**

730 MAIN ST SILT CO 81652-8620

**ATIN:** RENEE S GROSSMAN

0122 LITTLE ELK CREEK AVE

SNOWMASS CO 81654

**Executive Director**

Department of Revenue
COMMERCIAL LEASE

THIS LEASE replaces that certain lease dated August 11, 2014 between Glenn Ault, Colorado West Brokers, Inc. as Landlord and High Q LLC as Tenant, which is terminated effective December 1, 2014.

THIS LEASE is effective the 1st day of December, 2014, by and between HQ Holdings LLC, whose address is 319 Aspen Airport Business Center, Unit D, Aspen CO 81611 its affiliates, beneficiaries, successors, and assigns ("Landlord") and High Q LLC, whose address is 319 Aspen Airport Business Center, Unit D, Aspen CO 81611 its affiliates, beneficiaries, successors, and assigns ("Tenant"). The Landlord and Tenant agree as follows:

1. **Leased Premises.** For and in consideration of the payment of rent and the keeping and performing of the covenants and agreements by Tenant as hereinafter provided, Landlord hereby leases to Tenant as commercial property the premises known as 730 Main Street, Silt, Colorado 81652 and legally described in Exhibit A, attached hereto, consisting of approximately 2,497 square feet (the “Premises”).

2. **Term.** The Term of this Lease and Tenant’s obligation to pay rent hereunder shall be for a period of three (3) years commencing on December 1, 2014.

3. **Rent.** Rent shall be payable monthly at a rate of $ per month, beginning on the date of commencement of the Term. The Rent shall be due on the first day of each month during the Term. The Rent shall escalate annually on January 1 of each year at a rate of increase equal to the published CPI-U.

4. **Late Payment Charge.** If Tenant fails to pay Rent in full before the end of the 5th day after it’s due, Tenant will be assessed a late charge of fifty dollars ($50.00) plus interest on the outstanding balancing at eighteen percent (18%) until Rent is paid in full. Landlord reserves the right to waive such late charges.

5. **Permitted Uses.** Landlord permits Tenant to operate a Medical or Retail (recreational) Marijuana Store and such other businesses as the parties hereto agree upon on the Premises pursuant to the applicable Colorado and local laws.

6. **Subletting.** Landlord grants Tenant the right to sublet the Premises or any portion thereof for the Permitted Uses, subject to Landlord’s approval, which approval shall not be unreasonably withheld.
7. **Utility Charges/Janitorial.** Landlord shall pay all charges for telephone, internet, cable TV, water, sewer, trash, gas, electricity, heat and air conditioning and all other similar services to the Premises. Tenant shall be responsible for all interior maintenance and sewer/drain cleaning because of the nature of the business.

8. **Real Property Taxes.** Landlord shall pay the real property taxes annually assessed against the Premises.

9. **Maintenance and Repair.** Tenant shall be responsible for conducting all maintenance and repairs necessary to maintain the Premises and the utilities in a good and operating condition. Tenant will maintain and make all necessary repairs to: the roof, windows, doors, ceilings, floor coverings, structural components, exterior walls, and interior walls of the Premises, and the plumbing, electrical, heating, ventilating, and air-conditioning systems. Tenant will also clean and maintain (including snow removal) the sidewalks, walkways, parking areas, yards, common areas, and exterior of the Premises so that the Premises will be kept in a safe and attractive condition. Tenant shall repair or restore any damage or injury to all or any part of the Premises caused by Tenant or Tenant's agents, employees, invitees, or visitors.

10. **Insurance.** The Landlord shall keep and maintain fire, casualty and extended coverage insurance on the building with minimum coverage limits equal to the actual replacement cost of the same as Landlord shall from time to time determine. Tenant shall provide public liability insurance in connection with the utilization of the Premises and the operation of any business conducted by Tenant on the Premises with minimum coverage limits in an amount to be agreed upon by the Landlord and Tenant, and shall name the Landlord as an additional insured on said policy or policies. Tenant shall provide Landlord with a certificate of such insurance from time to time as Landlord may require and no such policy or policies may be canceled without thirty (30) days prior written notice to Landlord, and said certificate shall so provide. Without affecting any other rights or remedies, Tenant and Landlord each hereby fully release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against under this Section 10. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable thereto. The parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.
11. **Eminent Domain.** If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then this Lease shall terminate as to the part so taken, as of the date said public authority obtains the right to possession, and Rent shall abate thereafter in the same proportion to which the square footage of the part taken bears to the square footage of the entire Premises. In the event the portion taken is such as to render the balance of the Premises unfit for its intended purpose, then either party hereto shall have the right to terminate this Lease as of the date said public authority obtains the right to possession. The parties may receive any awards or rights in condemnation or payments in lieu thereof as their interests may be determined in such proceedings.

12. **Bankruptcy.** If Tenant is adjudicated bankrupt, or if Tenant shall file a voluntary petition in bankruptcy, or if Tenant makes an assignment for the benefit of creditors, or if a receiver is appointed over all or any portion of the Tenant’s assets located upon the Premises and such receivership continues for a period of thirty (30) days, then Landlord, at its option, may terminate this Lease. Upon any such termination, Landlord shall have the right to retake possession of the Premises and to recover possession from Tenant or any other person who may be occupying the Premises or any part thereof; and Landlord shall have the further right to recover liquidated damages in an amount equal to the Rent reserved herein for six (6) months next succeeding the date of surrender of the Premises to Landlord. Landlord may also recover all unpaid Rent accrued up to the date of termination.

13. **Possession.** Tenant shall be entitled to possession of the Premises upon commencement of the Term.

14. **Landlord’s Access.** Landlord or Landlord’s agent shall have the right to enter the Premises at any reasonable time to examine the same and to show the Premises to prospective purchasers or Tenants of the Premises and to make such repairs, alterations, improvements or additions as Landlord may deem necessary. Landlord may advertise the Premises for sale and may place “For Lease” signs upon the Premises provided that such signs shall not unreasonably interfere with Tenant’s business. Landlord also authorizes the State of Colorado and the Town of Silt to enter the property for inspection of the licensed Medical and Retail Marijuana Store in accordance with the Colorado law and the Silt Municipal Code and Tenant consents to such Landlord authorization.
15. **Signs.** Tenant may erect and install signs and related symbols in and about the Premises, subject to the conditions of this section. All such signs shall comply with local statutes and codes and shall be kept in good condition and repair at Tenant’s sole cost and expense. Damage to the building from any signs shall be repaired at the expense of the Tenant.

16. **Permitted Exceptions, Subordination, Quiet Enjoyment.** This Lease and all of Tenant’s rights hereunder are subject to all the matters, restrictions and encumbrances of record and all restrictions in this Lease (collectively, the "Permitted Exceptions"). This Lease shall be subject and subordinate to all mortgages and deeds of trust which may now or hereafter affect the real property of which the Premises form a part, and also to all renewals, modifications, consolidations and replacements of said mortgages and deeds of trust, provided that any subordination by Tenant of Tenant’s rights under this Lease shall provide that while Tenant is not in default under the terms of this Lease, Tenant shall be entitled to the use, possession and quiet enjoyment of the demised Premises in accordance with the terms of this Lease. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will nevertheless execute and deliver all further instruments required to verify or confirm such subordination as may be desired by the holders of said mortgages or deeds of trust. Tenant hereby appoints Landlord attorney-in-fact, irrevocably, to execute and deliver any such instrument for Tenant.

17. **Landlord’s Right to Cure.** If Tenant breaches any covenant or condition of this Lease, Landlord may cure such breach at the expense of Tenant and the reasonable amount of all expenses, including attorney’s fees, incurred by Landlord in doing so shall be deemed additional rent payable on demand.

18. **Covenants of Landlord.** Landlord covenants that it is the owner of the Premises and has the power and authority to grant and make the within lease; that during the term hereof and on condition that Tenant shall discharge all obligations hereunder, Tenant shall have and enjoy the quiet and undisturbed possession of the Premises; that Landlord shall perform all covenants and obligations on its part to be performed under any mortgage, deed of trust, or other security instrument to which Landlord is a party or shall become a party, to the extent that the same may in any way affect the Premises. Landlord shall keep and maintain the physical and structural integrity of the building, including the roof, exterior walls and all exterior common areas, as well as maintain in good working order all electrical, plumbing and heating, and bear the costs of all normal maintenance and repairs in connection therewith. In the event Landlord fails to maintain the Premises in accordance with the provisions stated herein, Tenant shall have the right to perform or contract for such maintenance and Landlord shall be responsible for the reasonable cost of such services.
19. **Miscellaneous Covenants of Tenant.** Tenant agrees as follows:

   a. To pay the Rent, all adjustments thereto, and all other sums chargeable to Tenant hereunder, on or before the time the same shall be due;

   b. To not use the Premises for any use other than the Permitted Uses;

   c. To neither permit nor suffer the Premises or the walls or floors thereof to be endangered by overloading;

   d. To indemnify, protect, defend and hold Landlord, its officers, directors, shareholders, managers, members, agents, employees, successors and assigns free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the Premises, unless such accident, injury, or damage shall be caused by the gross negligence or willful misconduct of the Landlord, its agents, servants and/or employees;

   e. To be responsible for and pay all personal property taxes levied against the personal property of Tenant kept at the Premises; to pay any and all bills and accounts for labor performed, supplies and materials furnished, not to allow any claim or lien to be effectively made or served against the Landlord or the Premises, and to pay all federal, state and local income taxes, sales taxes, employee withholding taxes, unemployment taxes and workmen’s compensation charges on or before the time the same shall become due, and to indemnify and hold the Landlord harmless from any and all liability for claims in connection therewith, and against any and all claims and demands of whatsoever kind or nature which may be made against the Landlord or against the Premises for or on account of any debt, expense, transaction or omission of Tenant, or Tenant’s agents or employees;

   f. Within ten (10) days after request by Landlord, to deliver a statement certifying that this Lease is in full force and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

   g. To not use or occupy or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, which would in any way make void or voidable any insurance then in force with respect to it, or which would make it impossible to obtain fire or other insurance required to be furnished by Tenant, or which will cause structural injury to the Premises, or as will constitute a public or private nuisance (as determined by a court of law), and shall not use or occupy or permit the
Premises to be used or occupied in a manner which violates any present or future federal (excluding federal laws and regulations related to marijuana), state, city, quasi-governmental and utility provider laws, statutes, ordinances, orders, codes, rules, regulations, covenants and restrictions now or hereafter in effect (including the Americans With Disabilities Act and all environmental laws) (collectively referred to as "Laws") applicable to Tenant's use, occupancy or alteration of the Premises.

h. To be fully compliant with all applicable federal, state and local laws and regulations, including but not limited to, zoning and licensing laws and regulations.

i. To obtain all permits or licenses required for its business conducted at the Premises.

j. To not commit waste or permit waste to be committed or cause or permit any unpleasant odor or noise or other nuisance in, from, or on the Premises.

k. To not store, keep, use, sell, dispose of or offer for sale in, from, or on the Premises any article or substance prohibited by any insurance policy covering the Premises nor shall Tenant keep, store, produce, dispose of or release on, in, from, or on the Premises (or allow others to do so) any substance which may be deemed an infectious waste, hazardous waste, hazardous or toxic material, or hazardous substance under any Laws (collectively called "Hazardous Materials") except customary cleaning supplies stored and used in accordance with Laws. Tenant represents and warrants to Landlord that it shall not bring onto or allow others to bring any Hazardous Materials onto the Premises, and that it has received no notice or complaint from any governmental authority or third party that the business it intends to operate in the Premises or that any property or materials it intends to keep or allow on or in the Premises is a Hazardous Material or violates any Laws. Tenant shall give prompt notice to Landlord of any such notice or complaint it has received or does receive in the future.
20. **Hold Over.** If, after the expiration of this Lease, Tenant shall remain in possession of the Premises and continues to pay Rent without written agreement as to such possession, then Tenant shall be regarded as Tenant from month-to-month at a rent payable in advance, equivalent to the Rent in effect during the last month of the Term, as it may be extended or renewed according to the terms herein, which Rent shall continue to escalate annually on January 1 of each year as provided in Section 3.

21. **Default.** Landlord's rights under this paragraph are in addition to any remedy allowed by law. It is mutually agreed by the parties hereto as follows: (a) that if default shall be made in any of the covenants or agreements herein contained to be kept and performed by the Tenant, including without limitation the payment of the Rent and any other amounts due herein required to be made by the Tenant, and such default shall continue for a period of ten (10) days after written notice thereof shall have been provided by Landlord, it shall thereafter be lawful for said Landlord to declare said term ended and, without releasing Tenant from any of Tenant's obligations hereunder, to enter into the Premises and repose said leased property, either with or without process of law, and in this event, Tenant hereby covenants and agrees to surrender and deliver up the Premises peaceably to said Landlord immediately upon such termination, but Tenant shall remain liable as hereinafter provided; and (b) that in case the Premises are left vacant and any part of the Rent herein reserved be unpaid, or in case Landlord shall recover possession of the Premises by reason of Tenant's default, then the Landlord may, without being obligated to do so and without terminating this Lease, retake possession of the Premises and rent the same for such rent and upon such conditions as the Landlord may be able to obtain, making such repairs as may be required, giving credit to Tenant for the amount of the rent so received less all expenses of such repairs, and Tenant shall be liable for the balance of the Rent and other sums herein agreed to be paid by Tenant for the unexpired term of this Lease.

22. **Casualty.** In the event the Premises are destroyed or become untenanted as a result of damage by fire or other casualty, the Landlord shall have the obligation of repairing and restoring the Premises to their former state and condition within sixty (60) days from and after the date of said casualty; provided, however, such repairs and restoration can be reasonably so accomplished within said period of time. If the damages are so extensive that such repairs and restoration cannot reasonably be made within said sixty (60) day period, then this Lease shall be terminated at the option of either party. During such period that the Premises are wholly or partially untenanted, the Rent shall abate proportionately. If the Lease be terminated as herein provided, the Tenant's obligations for the payment of Rent shall cease as of the day following such casualty.
23. **Condition of Premises/Tenant Finish.** Tenant accepts the Premises in "AS-IS, WITH ALL FAULTS" condition and shall be responsible for any Tenant finish desired by Tenant. Landlord permits Tenant to alter, re-key or install locks or doors to the Premises and install or alter any alarm system on the Premises. Landlord further permits Tenants to remodel and make structural changes and alterations to the Premises, subject to Landlord’s approval. Tenant shall permit no mechanic’s, materialmen’s or other lien to be filed with respect to the Premises as a result of any work performed by or on behalf of the Tenant upon the Premises. In the event any such lien is filed, Tenant shall bond against or otherwise secure the release of such lien within ten (10) days after the filing thereof. Tenant shall indemnify and hold harmless the Landlord, its officers, directors, shareholders, managers, members, agents, employees, successors and assigns against any loss or damage arising as the result of any such lien or any claim arising therefrom. Prior to any remodeling or alteration of the Premises, Tenant shall post and keep posted until the completion of such work, in a conspicuous place upon the doors providing entrance to the Premises, and shall personally serve upon any contractors or subcontractors performing such work, a notice, in the form provided by local law, stating that Landlord’s interest in the Premises shall not be subject to any lien for such work.

24. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed ordinary mail, postage prepaid, addressed (a) if to Tenant, at the Premises, and (b) if to Landlord, at Landlord’s address first above set forth, or at such other address as a party may designate in writing. Notice shall be deemed to have been fully given, if personally delivered, upon delivery thereof, and if mailed, three days after the mailing thereof.

25. **Force Majeure.** Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except for the payment of monies by Tenant, there shall be excluded from the computation of such period of time any delays due to strikes, riots, acts of God, shortages of labor or any cause or causes, whether or not similar to those enumerated, beyond the parties' reasonable control or the reasonable control of their agents, servants, employees and any contractor engaged by them to perform work in connection with this Lease.
26. **Miscellaneous.** If any clause or provision of this Lease be determined to be illegal, invalid, or unenforceable under present or future laws, then it is the intention of the parties hereto that the other terms and provisions of this Lease shall remain in full force and effect. No assent, expressed or implied, to any breach of any one or more of the covenants hereof shall be taken or deemed to be a waiver of any succeeding or other breach. This Lease shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. Any word contained in the text of this Lease shall be read as the singular or the plural and as the masculine and feminine or neutered gender as may be applicable in the particular context. The captions of this Lease are for convenience only, are not part of the Lease, and do not in any way limit or amplify the terms and provisions hereof. None of the terms of this Lease shall be waived or modified to any extent, except by written instrument signed and delivered by both parties. This Lease may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

27. **Attorney’s Fees.** In the event of a default on the part of either party in any of the terms and conditions of this Lease, the defaulting party agrees to pay any and all attorney’s fees and expenses incurred by the non-defaulting party as a result of such default.

28. **Corporate Authority.** Any corporate Tenant represents and warrants that it has full corporate power and authority to enter into this Lease Agreement and has taken all corporate action necessary to carry out the transaction contemplated hereby, so that when executed this Lease Agreement constitutes a valid and binding obligation enforceable in accordance with its terms. Any corporate Tenant shall provide Landlord its corporate resolution authorizing execution of the Lease at the time of said execution.

29. **Paragraph Headings.** The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Lease and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

30. **Entire Agreement.** This document constitutes the final and entire agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenants. Neither Landlord nor Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

31. **Governing Law.** This Lease shall be governed by the laws of the state of Colorado.
Executed the date first above written.

LANDLORD:

[Signature]

Renée S. Grossman, Managing Member
HQ Holdings LLC

TENANT:

[Signature]

Renée S. Grossman, Managing Member
High Q LLC
EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF LOTS 17, 18 AND 19, BLOCK 20, TOWN OF SILT, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 17 WHENCE THE SOUTHWEST CORNER OF SAID LOT 17 BEARS SOUTH 89 DEGREES 46' 40" WEST 12.50 FEET;
THENCE NORTH 00 DEGREES 13' 20" WEST 105.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 17;
THENCE ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 46' 10" EAST 39.00 FEET;
THENCE SOUTH 00 DEGREES 13' 20" EAST 36.10 FEET;
THENCE NORTH 89 DEGREES 46' 40" EAST 10.00 FEET;
THENCE SOUTH 00 DEGREES 13' 20" EAST 26.81 FEET;
THENCE NORTH 89 DEGREES 46' 40" EAST 4.00 FEET;
THENCE SOUTH 00 DEGREES 13' 20" EAST 40.09 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 19;
THENCE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 46' 10" WEST 53.00 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
STATE OF COLORADO
COMMERCIAL LEASE AMMENDMENT

This letter hereby amends the lease dated December 1, 2014 between HQ Holdings LLC as Landlord and HQ LLC as Tenant. It is amended as follows:

3. Rent. Rent shall be payable monthly at a rate of [redacted] dollars per month, beginning on the date of commencement of the Term. The Rent shall be due on the first day of each month during the Term. The Rent shall escalate annually on January 1 of each year at a rate of increase equal to the published CPI-U.

Executed on January 1, 2016.

LANDLORD:

[Signature]
Renée S. Grossman, Managing Member
HQ Holdings LLC

TENANT:

[Signature]
Renée S. Grossman, Managing Member
HQ LLC
COMMERCIAL LEASE AMMENDMENT

This letter dated January 1, 2017, hereby amends the lease dated December 1, 2014 between HQ Holdings LLC as Landlord and HQ LLC as Tenant, as amended on January 1, 2016. It is further amended as follows:

3. **Rent.** Rent shall be payable monthly at a rate of $____________ per month, beginning on January 1, 2017.

Executed and effective on January 1, 2017.

LANDLORD:

[Signature]
Renée S. Grossman, Managing Member
HQ Holdings LLC

TENANT:

[Signature]
Renée S. Grossman, Managing Member
HQ LLC
COMMERCIAL LEASE AMENDMENT

This letter hereby amends the lease dated December 1, 2014 between HQ Holdings LLC as Landlord and HQ LLC as Tenant, as amended on January 1, 2016. It is amended as follows:

HQ Holdings LLC’s address is amended to be 0122 Little Elk Creek Ave., Snowmass, CO 81654.

HQ LLC’s address is amended to be 0122 Little Elk Creek Ave., Snowmass, CO 81654.

2. **Term.** The Term of the Lease and Tenant’s obligation to pay rent hereunder shall be extended for an additional period of three (3) years commencing on December 1, 2017 and expiring on November 30, 2020.

Executed and effective on July 24, 2017.

**LANDLORD:**

[Signature]

Renée S. Grossman, Managing Member
HQ Holdings LLC

**TENANT:**

[Signature]

Renée S. Grossman, Managing Member
HQ LLC
COMMERCIALLEASE AMMENDMENT

Thisletterherebyamends the lease datedDecember 1, 2014 between HQ Holdings LLC as Landlord and HQ LLC as Tenant, as amended on January 1, 2016 and on July 24, 2017. It is further amended as follows:

3. Rent. Rent shall be payable monthly at a rate of ________________ dollars per month, beginning on January 1, 2018.

Executed and effective on November 3, 2017.

LANDLORD:

[Signature]

Renée S. Grossman, Managing Member
HQ Holdings LLC

TENANT:

[Signature]

Renée S. Grossman, Managing Member
HQ LLC
COMMERCIAL LEASE AMMENDMENT

This letter dated January 1, 2018, hereby amends the lease dated December 1, 2014 between HQ Holdings LLC as Landlord and HQ LLC as Tenant, as amended on January 1, 2016, January 1, 2017 and July 24, 2017. It is further amended as follows:

3. Rent. Rent shall be payable monthly at a rate of $_______ dollars ($_____) per month, beginning on January 1, 2018.

Executed and effective on January 1, 2018.

LANDLORD:

[Signature]
Renée S. Grossman, Managing Member
HQ Holdings LLC

TENANT:

[Signature]
Renée S. Grossman, Managing Member
HQ LLC
COMMERCIAL LEASE AMENDMENT

This letter hereby amends the lease dated December 1, 2014 between HQ Holdings LLC as Landlord and HQ LLC as Tenant, as amended. It is further amended as follows:

HQ Holdings LLC's address is amended to be 314 Sopris Circle, Basalt, CO 81621.

HQ LLC's address is amended to be 314 Sopris Circle, Basalt, CO 81621.

2. Term. The Term of the Lease and Tenant's obligation to pay rent hereunder shall be extended for an additional period of ten (10) years commencing on December 1, 2017 and expiring on November 30, 2027.

Executed and effective on August 2, 2019.

LANDLORD:

[Signature]

Renée S. Grossman, Managing Member
HQ Holdings LLC

TENANT:

[Signature]

Renée S. Grossman, Managing Member
HQ LLC
AMENDED AND RESTATED OPERATING AGREEMENT OF HQ LLC

This Operating Agreement (the "Agreement") is effective July 1, 2014, by Renée S. Grossman the sole Member of HQ LLC (the "Company"), a Colorado limited liability company (the "Member").

WITNESSETH:

WHEREAS, HQ LLC was formed as a limited liability company pursuant to the Limited Liability Company Act of the State of Colorado by the filing of the Articles of Organization with the Colorado Secretary of State on November 18, 2012;

WHEREAS, Ms. Grossman is the sole member of HQ LLC;

WHEREAS, this Agreement shall provide for the governance of the Company; and

WHEREAS, by execution hereof, the Member represents that she has sufficient right and authority to execute this Agreement and is not acting on behalf of any undisclosed or partially disclosed principal.

NOW, THEREFORE, in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the party hereto agrees as follows effective as of the date first written above:

SECTION 1 THE LIMITED LIABILITY COMPANY

1.1 Formation. Ms. Grossman organized a Colorado limited liability company under the name HQ LLC on November 18, 2012, by delivering the articles of organization to the Colorado Secretary of State in accordance with and pursuant to the Limited Liability Company Act of the State of Colorado (the "Act"). In order to maintain the Company as a limited liability company and to qualify the Company to do business under the laws of the State of Colorado, the Members shall from time to time take appropriate action and file the appropriate documents and amendments.

1.2 Office. The Company will maintain its principal business office within the State of Colorado at the following address: 319 Aspen Airport Business Center, Unit D, Aspen, CO, 81611.

1.3 Purpose. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be formed within the State of Colorado.

1.4 Registered Agent. Ms. Grossman is the Company’s registered agent in the State of Colorado and the registered office is: 319 Aspen Airport Business Center, Unit D, Aspen, CO, 81611.

1.5 Managing Member. Ms. Grossman is the sole Member and the Managing Member of the Company.

1.6 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.
1.7 **Names and Addresses of Members.** The Member’s name and address is:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renée S. Grossman</td>
<td>319 Aspen Airport Business Center</td>
</tr>
<tr>
<td></td>
<td>Unit D</td>
</tr>
<tr>
<td></td>
<td>Aspen, CO 81611</td>
</tr>
</tbody>
</table>

1.8 **Admission of Additional Members.** Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the Company of a new interest in the Company without the prior unanimous written consent of the Members.

**SECTION 2**

**CAPITAL CONTRIBUTIONS**

2.1 **Contributions.** The Member’s initial contribution to the Company capital is stated to be $50,000. The Member’s individual portion of this capital contribution and percentage ownership interest (“Interest”) in the Company is as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contribution</th>
<th>Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renée S. Grossman</td>
<td>$50,000</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

2.2 **Additional Contributions.** No Member shall be obligated to make any additional contribution to the Company’s capital without the prior unanimous written consent of the Members.

2.3 **No Interest on Capital Contributions.** Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

**SECTION 3**

**ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

3.1 **Profits/Losses.** For financial accounting and tax purposes, the Company’s net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member’s Interest in the Company as set forth in Section 2, as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 **Distributions.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managing Member. Distributions in liquidation of the Company or in liquidation of a Member’s interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 **No Right to Demand Return of Capital.** No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.
SECTION 4
INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5
POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions relating to the management and operation of the Company shall be made by the Managing Member.

5.1.3 Except as otherwise provided in this Agreement, all documents relating to the management and operation of the Company shall be executed by the Managing Member.

5.1.4 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Managing Member to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean unanimous consent of all the Members.

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6
SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.
6.2 **Salary.** No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved by unanimous consent of all the Members.

6.3 **Legal and Accounting Services.** The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

**SECTION 7**

**BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING**

7.1 **Method of Accounting.** The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 **Fiscal Year; Taxable Year.** The fiscal year and the taxable year of the Company is the calendar year.

7.3 **Capital Accounts.** The Company shall maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 **Banking.** All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by the Managing Member.

**SECTION 8**

**TRANSFER OF MEMBERSHIP INTEREST**

8.1 **Sale or Encumbrance Prohibited.** Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, “Transfer”) an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 **Right of First Refusal.** A member wishing to transfer all or any part of his/her interest in the Company (the “Interest”) in accordance with Section 8.1 (the “Transferor”), may do so as follows:

8.2.1 The Transferor first must provide written notice (the “Notice”) to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the “Offer”).

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the Transferor of their desire to acquire the Interests within 30-days of receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest, and the Transferor may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that such third-party is qualified to own the Interests in accordance with the business and licenses of the Company and that notwithstanding
anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the Transferor must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

8.3.1 The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

8.3.2 The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 Death Buy Out. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The purchase price for a decedent Member's Interest will be based upon the value of the Company Interests owned by the decedent at the time of death by a qualified appraiser. The value will be based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal
to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The costs and expenses of the appraiser will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.2 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate.

8.5.3 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than $1,000.00, the purchase price will be paid in cash; if the purchase price is $1,000.00 or more, the purchase price will be paid as follows:

(1) $1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.4 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.5 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9
DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the assets of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the
remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 **Winding Up.** On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company’s assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company’s obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members’ Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company’s debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

**SECTION 10**

**GENERAL PROVISIONS**

10.1 **Amendments.** Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 **Governing Law.** This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Colorado (without regard to principles of conflicts of law).

10.3 **Entire Agreement; Modification.** This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 **Attorney Fees.** In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 **Further Effect.** The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.
10.6 **Severability.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 **Captions.** The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 **Notices.** All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Agreement as of this 1st day of July 2014.

THE MEMBER:

[Signature]

Renée S. Grossman
AMENDMENT TO OPERATING AGREEMENT

This Amendment hereby amends the Operating Agreement dated July 1, 2014 by Renée S. Grossman the sole Member of High Q LLC (the “Company”), a Colorado limited liability company and as amended on September 25, 2015 and September 15, 2016. The Operating Agreement shall be modified as follows:

Section 1.2. Office. The address of the Company’s principal business office shall be changed to 314 Sopris Circle, Basalt, CO 81621.

Section 1.7. Name and Addresses of Members. Ms. Grossman’s address shall be changed to 314 Sopris Circle, Basalt, CO 81621.

IN WITNESS WHEREOF, the parties to this Agreement execute this Agreement as of this 2nd day of August 2019.

THE MEMBER:

[Signature]

Renée S. Grossman
STATE OF COLORADO
DEPARTMENT OF REVENUE

Marijuana
Enforcement Division

Retail Marijuana
Conditional License

HQ, LLC
HIGH Q
730 Main Street, Silt, CO 81652
Retail Marijuana Store - 402R-00332
License Issue Date: 10/01/2018
License Valid Through: 10/01/2019

This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(1) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

James Burack, Division Director

Michael Hartman, Executive Director
Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

High Q LLC

(The name of a limited liability company must contain the term or abbreviation
"limited liability company", "llc, liability company", "limited liability co.", "ltd.
liability co.", "limited", "llc.", "llc", or "ltd."). See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company’s initial principal office is

Street address

319 Aspen Airport Business Center

Unit D

Aspen

CO 81611

United States

(City) (State) (ZIP/Postal Code)

3. The registered agent name and registered agent address of the limited liability company’s initial registered agent are

Name

Grossman

(Renée) (S)

Name

OR

(If an individual)

(If an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

319 Aspen Airport Business Center

Unit D

Aspen

CO 81611

(City) (State) (ZIP Code)
Mailing address
(leave blank if same as street address)

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<thead>
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(The following statement is adopted by marking the box.)

☑ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

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(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.
| OR |
| ☑ the members. |

6. (The following statement is adopted by marking the box.)

☑ There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are

(ann/dd/yyyy hour:minute am/pm)
Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

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Disclaimer:

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Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 2012163970

1. Entity name: High Q LLC

2. New Entity name: (if applicable)
   HQ LLC

3. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):
   □ “bank” or “trust” or any derivative thereof
   □ “credit union”  □ “savings and loan”
   □ “insurance”, “casualty”, “mutual”, or “surety”

4. Other amendments, if any, are attached.

5. If the limited liability company’s period of duration as amended is less than perpetual, state the date on which the period of duration expires:

   ______/_____/______ (mm/dd/yyyy)

   or

   If the limited liability company’s period of duration as amended is perpetual, mark this box:  □

6. (Optional) Delayed effective date: 02/02/2015 (mm/dd/yyyy)

Notice:
Causings this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual’s act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:
   Grossman
   Renee  S
   (Last)  (First)  (Middle)  (Suffix)

AMD LLC

Page 1 of 2

Rev. 12/01/2012
Disclaimer:
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Statement of Change
Changing the Principal Office Address
filed pursuant to § 7-90-305.5 and § 7-90-705 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

   Entity ID number: 20121633970
   (Colorado Secretary of State ID number)

   Entity name or True name: HQ LLC

2. The entity's principal office address has changed.

   Street address: 122 Little Elk Creek Ave
   (Street number and name)

   Snowmass, CO 81654
   (City)     (State)     (ZIP/Postal Code)

   United States
   (Country)

3. (If applicable, adopt the following statement by marking the box and include an attachment.)

   ☐ This document contains additional information as provided by law.

4. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

   (If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

   The delayed effective date and, if applicable, time of this document are ________________
   (mm/dd/yyyy hour:minute am/pm)

Notice:
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conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing this document to be delivered for filing are

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Statement of Change
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Entity ID number
20121633970
(Co/Colorado Secretary of State ID number)

Entity name or True name
HQ LLC

2. The entity's principal office address has changed.

Such address, as changed, is

Street address
314 Sopris Circle

Basalt
(City)
CO
(State)
81621
(ZIP/Postal Code)
United States
(Country)

Mailing address
(leave blank if same as street address)

3. (If applicable, adopt the following statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

4. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
The delayed effective date and, if applicable, time of this document are 08/28/2019

Notice:
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in
conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing this document to be delivered for filing are

<table>
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<th>Renee (First)</th>
<th>S (Middle)</th>
<th>(Suffix)</th>
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☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 9, 2019

AGENDA ITEM SUMMARY

SUBJECT: Downtown Improvement Grant – Request for additional money

PROCEDURE: (Public Hearing, Action item, Information Item) Action item

RECOMMENDATION: The Board has had discussions in the past to allot up to $10,000 each year in matching monies for Downtown Improvement grants. There have been no other applications received this year to date, and the grant directives give the Board the discretion to award more than the $1000 maximum amount. Staff would recommend that the Board consider awarding additional grant monies to Ms. Grossman for her recent renovations to the exterior of her downtown business.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Applicant Renee Grossman, owner of High Q at 730 Main Street has recently remodeled the front of her business and has submitted a Downtown Exterior Improvement application. Ms. Grossman will be present to ask the Board to consider reimbursing her up to $4000 of the $7660 total project cost.

FUNDING SOURCE: N/A

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A

ORIGINATED BY: Renee Grossman

PRESENTED BY: Town Clerk McIntyre

DOCUMENTS ATTACHED: Downtown Exterior Improvement Grant application and supporting documentation

TOWN ATTORNEY REVIEW [x] YES [ ] NO INITIALS 

SUBMITTED BY: Sheila McIntyre, Town Clerk

REVIEWED BY: Jeff Layman, Town Administrator
DOWNTOWN EXTERIOR IMPROVEMENT
GRANT APPLICATION

Date of Application: 7/2/19

Applicant Information:

Applicant's name: Renée Grossman
Business name: HQ LLC d/b/a High Q
Street address: 730 Main St. Silt
Mailing address: 01/22 Little Elk Creek
City: Snowmass State: CO Zip code: 81654

Building Information:

Address of building (where work is to be done): 730 Main St. Silt
Name of owner (if different from above): HQ Holdings LLC
Building renter(s) / occupants: HQ LLC d/b/a High Q

Financial Information:

Total amount of project: $6,595
Total grant amount applied for: $1,000

Guidelines:

- Match must be 50/50 with the Town's funds.
- Maximum grant amount per property is $1000.00 (unless otherwise approved by the board of Trustees).
- Grant must only be used to enhance the exterior appearance of the property (i.e. paint, landscaping, siding, sidewalk, façade, etc.).
- Work must be completed by 12/31/2019 (unless otherwise approved by the Board of Trustees).
- Receipts must be submitted for reimbursement.

Description of Improvements:

Describe the exterior improvements.

See attached. We also intend to upgrade the signs on the window.
Please attach the following:

- Drawings that show the work to be done
- Pictures of the building in its present condition
- Copies of any written estimates for the building improvements

Is a building permit required for the project? Yes ___ No ___

Project Timetable:
Date work is to start ______ 7/8/19 ______
Date work is to be completed ______ 7/22/19 ______

Declarations:

I / we HEREBY APPLY for a grant under this program.

I / we HEREBY AGREE to abide by the terms and conditions of the grant program.

I / we HEREBY CERTIFY that the information contained in this application is true, correct and complete in every aspect and may be verified by the Town by such inquiries as it deems appropriate, including inspection of the property for which this application is being made.

I / we HEREBY GRANT permission to the Town, or its agents, to inspect my/our property that is subject of this application.

I / we HEREBY AGREE that all grants will be calculated and awarded in the sole discretion of the Town. The Town is not responsible for any costs incurred by the Owner/Applicant in any way relating to the program, including, without limitation, costs incurred in anticipation of the grant.

I / we HEREBY UNDERSTAND that the Town in its sole discretion may choose to end the program at any time.

[Signatures]

Applicant’s Signature ______ 7/2/19 ______

Building Owner’s Signature ______ 7/2/19 ______
DOWNTOWN EXTERIOR IMPROVEMENTS GRANT

Submitted to the Town of Silt, CO
September 9, 2019

Any communications or inquiries regarding this application should be directed to:

HQ LLC
314 Sopris Circle
Basalt, CO 81621

Renée S. Grossman
Managing Member
+1 (212) 851-6448
renee@highqrockies.com
EXTERIOR IMPROVEMENTS

On July 2, 2019, High Q Silt, which operates a Retail Marijuana Store at 730 Main Street in Silt, applied for the Town of Silt Downtown Exterior Improvement Grant in the amount of $1,000. In the interest of making a meaningful impact and improving the exterior of the store on Main Street, High Q conducted exterior improvements totaling $8,649.39 High Q is requesting the Town of Silt consider increasing the grant to $4,000.

The following is a list of the improvements made to the building as well as before and after photographs. High Q believes the improvements made have materially improved the look of the building and enhance the Town of Silt’s downtown core. In our request for the grant, we have excluded the cost of the window signs and decorations.

- Removed and replaced entire deck along the front of the building on Main Street, including the ADA ramp to access the building
- Removed old wood railing and replaced with new wood railings that are more modern but remain consistent with the Western feel of downtown Silt
- Removed two unusable doors to streamline the look of the building (previously one of the doors was blocked from the exterior by the railing for the ADA ramp)
- Power washed and re-stained the exterior building front
- Repainted black railings on the ADA ramp and steps
- Repaired and painted the concrete on the lower left of the front of the building that is visible on Main Street
- Repainted front door
- Installed removable flower boxes (to be delivered shortly)
- Installed new window and door signs
- Installed window decorations
BEFORE PICTURES
Jeff Layman

From: renee@highqsilt.com
Sent: Tuesday, June 04, 2019 5:04 PM
To: Jeff Layman
Cc: Renee Grossman
Subject: Downtown Exterior Improvement Grant

Jeff,

I own High Q on Main Street in Silt. I intend to apply for the Downtown Exterior Improvement Grant. I have asked one of my contractors to give me a quote for the following improvements. I would prefer to not spend money needlessly on drawings. Can we just give you a list of the improvements, show you the color stain and paint for the doors and go from there? They are fairly straight forward:

1. Re-stain the entire front of the building the same or similar color
2. Paint all three front doors. The two doors that are not used will be painted dark gray and the front door green. These are the colors of our logo.
3. Sure up the front deck – it sags in front of the front door
4. Fix and re-stain the front railing the same as the building
5. Paint the black hand railing in the front of the building
6. Add flower boxes on the front railing

I will likely get everything to you by the end of the month. Please let me know the process for getting this approved. Thank you.

Regards,

Renée

Renée S. Grossman
High Q LLC
+1 (212) 851-6448 (m)
renee@highqrockies.com

High Q

www.highqrockies.com

922 Highway 133, Carbondale, CO
730 Main Street, Silt, CO
(844) 420-DANK

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Hello Renee,

Here is the complete list we had discussed at the shop. I did labor and materials bid because it will make it more efficient. If I have to have you or Reed pick up materials or make lumber runs for me, it will drag the project out too long. As it is I am going to have to work around store hours, and customers as I work. That alone is a tall task. Estimated time to complete project is 1.5 weeks.

**SCOPE OF WORK:**
1. Power wash front of building
2. Stain front of building
3. Paint metal handrails
4. Fix/repair concrete under west door (to be removed) and cover with black waterproofing paint
5. Paint entry door
6. Remove both east and west doors
7. Frame in openings from removed doors
8. Replace siding from removed doors
9. Install baffle kill pine on interior walls from removed doors
10. Remove existing decking
11. Repair/replace framing under entry door
12. Install new decking (2x8 pressure treated materials)
13. Build new handrails with 4x4 square fencing materials and pressure treated materials, using existing 4x6 structural posts.
14. Stain new handrails
15. Build and install custom flower boxes (2x)

**Total Estimate $6,595.00**

Price includes all materials (ie. Stain, lumber, siding, paint, insulation, etc.)
All extra cost will be discussed and approved before executed. All extras will be billed separately at a time and materials cost. $45 per man hour for time and materials beyond original bid.

Thank you for the opportunity to serve you,
Justin Page and Humboldt Construction

On Jun 4, 2019 5:06 PM, <renee@highsilt.com> wrote:

Justin,

I hope you are well. We are planning to remodel Silt in January or February to look more like Carbondale. We held off last year but now it really needs to be done. I would like to work with you on that project. In the meantime, we would
Hello Renee!
I have occurred some extra costs and would like to go over them with you.

1. Cedar decking. Using pressure treated materials as originally discussed was not going to work. The look of the material was not close to the details of the building. In addition to that it would not hold up and last as long as cedar, and it was too thick. The entry door is not set to code as the threshold is at the same hight as the decking. The cedar conformed to the existing details of the building. In total, the extra cost for using cedar: $73 in stain, $365 for the decking (that is above what was originally bid out for decking materials). I did not charge for any labor to do the additional staining (5.5 hours x2 guys at $25 and $35 per hour= $330), or time to go to grand junction to get the materials (2.5 hours at $35 per hour = $87.50). Total = $438.00

2. Stairs at East side. When we removed the stair treads to install new ones, the framing material fell apart. The were never mounted properly and were grotesquely out of code to begin with. In total, extra cost for replacement of stairs: $100 in materials, 1 hour labor at $35.00 per hour. Total = $135.00

3. Permit cost. Permit fees were not in original bid. Total cost: $115 for the permit, 1 hour of my time $35.00. = $150.00

Total extra charges = $723.00

I will be there tomorrow and would like to have Reed disperse the funds for the extras, upon your approval. Please feel free to contact me with any questions.

Thank you,
Justin Page and Humboldt Construction
Final invoice for High Q in silt

1) Remaining balance for original scope of work
   $2,095.00

2) Stain matching. New materials came out a different color due to lack of maintenance on existing materials on
   building. Materials and labor
   $345.00

3) time and materials to match paint for front door.
   $135.00

4) dump fees and labor to: remove old decking, old handrails, removed doors.
   $155.00

5) repair framing on ADA ramp, repair framing of posts in order to install new handrails. Labor and materials
   $280.00

6) cosmetic repair to bathroom door, and labor and material to add small handle to security room.
   $50.00

Grand total $3,060.00

Thank you for your business,
Justin Page and Humboldt Construction
bid
8/1/2018  JOB#5

Customer Approval:
Please sign and date Customer Approval form or reply to original email approving art, layout and spelling.

X
WHERETHIS APPROVA IS BELIEVED AND SUBMITTED FOR PRODUCTION PURPOSES.

Date: ________

---STOP---IF YOU DO NOT UNDERSTAND THE PAYMENT POLICY DO NOT OK OR APPROVE ORDER

JOB NO. | ORDER DATE | SALESPERSON | DELIV. DATE | TERMS | SHIPPING | P.O. NO.
---|---|---|---|---|---|---

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Comments: 

PAYMENT POLICY: THANK YOU FOR YOUR BUSINESS!

Payment is due upon approval of sign(s) costing under $300 for production to begin. Deposit of 65% or more, contingent on materials requirements, required on orders of $300 or greater to begin work. Unpaid balance due immediately upon completion/installation. If we have to invoice you, a $20 charge will incur. Unpaid balance accrues 2% interest per month, compounded daily. All estimates good for five (5) days. We do not guarantee that any sign will be legal. Check your local codes to save charges which may incur. $35.00 fee for any returned check, or 10% of the bill, whichever is greater. We honor all major credit cards. We reserve copyright until all work is paid in full. ARROW SIGN & DESIGN LLC OWNS ALL VECTOR FILES (AI,EPS,WMF,CDR) CREATED BY US. ANY COPY REQUIRED BY CUSTOMERS MUST BE PAID FOR ---All or any signs not paid within 60 days after installation or delivery will be repossessed, customer is responsible for all expenses incurred.

SUBTOTAL $338.00
SALES TAX $ 28.39
sign permit
TOTAL DUE $366.39

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TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
September 9th, 2019  
AGENDA ITEM SUMMARY

SUBJECT: Mosquito Control Contract Manager for Garfield County  
PROCEDURE: Information Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Stephan Sheaffer will be here from Vector Disease Control International, Garfield County office to explain the process of trapping mosquitos. Along with this Stephan will explain how they use the trap count numbers in the decision process if a spraying should occur. Stephan will also discuss the types of mosquitos that are prevalent to Garfield County as well as which ones are carriers of the West Nile Virus.

PRESENTED BY: Stephan Sheaffer

DOCUMENTS ATTACHED: None

TOWN ATTORNEY REVIEW [ ] YES [x] NO  INITIALS ___

SUBMITTED BY:  
Trey M Fonner, Public Works Director

REVIEWED BY:  
Jeff Layman, Town Administrator
TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 9th, 2019

AGENDA ITEM SUMMARY

SUBJECT: Irrigation system overview
PROCEDURE: Info Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER: In 1990 the Town put in an irrigation system to supply the Town with non-potable water for irrigation purposes. This system to date consists of 94,335 feet of piping, 8 pump stations and 4 storage tanks, following is a brief explanation of the above and how the system functions.

The Town has useable water rights from 5 different ditches. The Cactus Valley ditch operated by the Grand River Ditch Company is the ditch that runs through Town. The Town currently owns 24.56 shares on this ditch, one share is approximately 64gpm. The Ware and Hines ditch runs east of Town and the Town has 68.50 shares on this ditch each share is approximately 9gpm. Ditch 19 feeds Eagles View subdivision, the Town has 13 shares and each share is approximately 3gpm. Mesa View is fed from the Giacinta ditch which we have 1.512 shares. This ditch does not have a company associated with it so we are not for sure what a share is but it supplies Mesa View with about 50gpm. Eagles View HOA has 15-acre feet of project water which is pumped out of the Silt Pump Canal. This is a different kind of water right which will be covered later in this document.

While all the system is connected, there are 3 different “zones” that all function and receive water in different manners. Looking at the attached map you will see an area marked with red. This part of the system is commonly referred to as “Old Town”. As you can see this is all of the lower sections of Town. The majority of the water that is used throughout Town originates from the Old Town section. There are 4 pump stations located on this part of the system. The Tara pump station, located by the pond in Tara Park, has 2 pumps, only one can run at a time and it pumps 250gpm. The Willow pump station located in the 500 block of Ballard has 4 pumps and when all are running it pumps 400gpm. Orchard pump station is in the 900 block of Orchard it has 2 pumps with only one running at a time it will add 400gpm to the system. All of the above pumps are on the Cactus Valley ditch. The Davis Point pump station located on the Davis Point road pulls water from the Ware and Hines ditch. There are 2 pumps at this location, only one is on at a time. The pumps here are Variable Frequency pumps, which mean they will fluctuate in the amount of water that can be pumped depending on demand. They will run as low as 100gpm and up to 500gpm. All of the above-mentioned pumps feed the Old Town system and 2 tanks. One tank is located at the Cemetery and hold 265,000 gallons, the other one is a square concrete tank located on the hill behind the Town Shop and holds 57,000 gallons.
The Mesa View zone is the next area that will be discussed. Mesa View gets its water from the Gincinta ditch, as this ditch only supplies 50gpm it is not enough for Mesa View to stand on its own with irrigation water. This zone is supplemented by Old Town for more water. There is a transfer pump station at 16th and Em, this station pulls water from Old Town and transfers it to the Mesa View zone. This pump will move 250 to 300gpm of water. Mesa View has an irrigation tank which will store up to 55,000 gallons of water.

The last zone is the Eagles View zone. It receives water from Ditch 19 this puts approximately 40gpm into the system. The Eagles View HOA has 15 acres of project water. This water is not a true right. When a call is placed on the Colorado River this is usually the first water to be taken away. The pump at Eagles View is a 50gpm pump. With the placement of a water order enough water has to be ordered to supply 50gpm to this pump. This arrangement results in Eagles View running out of water by the end of June. This year I contacted the HOA with the option to buy more water out of the Pump Canal to help keep more water in the area. They agreed and we bought more project water to keep the pump running. This will have to be a yearly deal to keep water all irrigation season. With all of this Eagles View still can not stand on its own with irrigation water. There is a transfer pump located at the tank behind the Town shop. This transfer pump was just updated, on the map it says 100gpm, this was the old pump. The new pump will actually do about 200gpm. The water being transferred into the Eagles View zone is pulled from the Old Town zone.

The remain 2 subdivisions not covered are Stoney Ridge, who's HOA runs the irrigation system and it is not part of the Towns system. Iron Horse is the other one, they are not on any irrigation system. In Iron Horse they use potable water for irrigations. In that subdivision tap fees are higher and the base rate for water is higher as a result of no irrigation.

Comparing data from the Town's 3 biggest pump stations thru the week of August 13th, we find that for 2018 Orchard pump station pumped 26,212,000 gallons, Tara 11,383,400 and Davis Point 21,681,200. In the current year those same pump stations have pumped 29,057,700 gallons, 12,014,900 gallons, and 28,580,786 gallons. For Davis Point it was the first of July last year when they had to put a call on and that station was down about 6 days, this year that call did not happen till the end of August. This is to give you an idea about how much water we move thru the system in a year. Due to some meter issues the data for the other pump stations are incomplete. As to how the water is used, the typical homeowner's irrigation system will use anywhere from 30gpm to 50gpm per zone on their system. Some of the bigger lots will use more. This is dependent on the type of head that is used and the nozzle size in the head. For an example, some of the Town's parks have zones that flow around a 100gpm per zone.

On the monetary side of running the system, using numbers from 2018, the Town spent $20,649 on electrical cost to run the pumps. For repair and maintenance $7,810 was spent. This number fluctuates yearly, in 2018 it was a pretty good year as we did not have any big breaks and little to no pump problems. The Total budget spent for 2018 was $397,926 the Town Budgeted $466,308. The Town was $74,381 under budget last year, but $49,170 of that was a backfill from the Water/Wastewater budget. This
transfer has been done in the past to help the irrigation budget out, but in 2019 this practice was stopped and that money is no longer transferred in to the irrigation budget. As for what a homeowner will pay for irrigation, the base rate is $15.43 for 3500 square feet of irrigatable space or less. The price then goes up based on a tiered system and how much irrigatable space the homeowner has.

If any homeowner thinks that they have less irrigatable space than they are being charged for they can contact Town Hall and we will come out and measure their space and adjust accordingly.

PRESENTED BY: Trey Fonner

DOCUMENTS ATTACHED: Town's irrigation system map

TOWN ATTORNEY REVIEW [ ] YES [x] NO INITIALS ____

SUBMITTED BY: Trey H Fonner, Public Works Director

REVIEWED BY: Jeff Layman, Town Administrator
TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 9, 2019

AGENDA ITEM SUMMARY

SUBJECT: Area Sector Analysis Process (ASAP) Update

PROCEDURE: Discussion Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Western Rural Development Center (WRDF) wrapped up its work with our steering committee in July. The committee continues to meet to refine our goals, plan our marketing strategy, target businesses and industries and implement our strategy.

As you will recall, the Town of Silt shared the expenses of the WRDF with the Town of Parachute. Silt has spent approximately $2,700 on this effort.

The highest ranking business and industry sectors involved agriculture, establishing merchant wholesale businesses and natural resources development and distribution. Please see the WRDF ASAP final report, attached.

After much discussion, the steering committee skipped a bit down the list and identified telecommunications (including attracting “location neutral” workers), scientific research and development services (including hemp and other testing services) and developing educational and instructional resources and facilities.

We have developed a rudimentary marketing and implementation strategy, and at the same time, are pursuing targeted businesses and industries. Admittedly, these items need additional refinement.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED:

SUBMITTED BY: Jeff Layman, Town Administrator

REVIEWED BY: Sheila M. McIntyre, Town Clerk
Silt, Colorado

Area Sector Analysis Process (ASAP)

Summary and Implementation Report
Silt ASAP

- Module 1 – Introduction and Overview of ASAP
- Module 2 – Goals and Community Assets Data and Surveys
- Module 3 – Overview of Socioeconomic Factors
- Module 4 – Presentation of ASAP Output
- Module 5 – Quantitative Analysis of ASAP Results
- Module 6 – Focus Economic Development Efforts

- Participants
  - Don Albrecht
  - Kent Albrecht
  - Joe Carpenter
  - Derek Hanrahan
  - Chris Claussen
  - Misty Kearns
  - Carolyn Tucker
  - Larry Williams
  - Andreia Posten
  - Jerry Seifert
  - Sam Walls
  - Samantha Alexander
  - Janet Aluise
  - Kyle Knott
  - Jeff Layman
Community Economic Development Strategies

- Improve efficiency of existing firms
- Improve ability to capture dollars
- Attract new basic employers
- Encourage business formation
- Increase aids received from broader units of government
Silt Survey Results

Figure 1: Community Development Goal Weights:
Silt, CO

Social Quality
19.9%

Economic Quality
42.7%

Environmental Quality
37.5%
## High Ranking Selected NAICS Sectors

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<tr>
<td>4</td>
<td>6116</td>
<td>Other schools and instruction</td>
<td>X</td>
<td>0.3873</td>
<td>0.9292</td>
</tr>
<tr>
<td>5</td>
<td>9261</td>
<td>Administration of Economic Program</td>
<td>X</td>
<td>0.6188</td>
<td>0.6467</td>
</tr>
</tbody>
</table>
Three Targets of Future Economic Development Efforts:
Scientific Research, Telecom, Schools and Instruction
Implementation Strategy – Next Steps

- Contact persons in the various industries and collect additional information.
- Develop a marketing strategy to help targeted persons become aware of Silt and the community’s many benefits.
- Identify potential local, regional, and state partners to help in the development of the implementation strategy.
- Maintain an up-to-date asset inventory.
- Utilize existing resources to leverage and inform implementation strategy.
- Consider both short-term and long-term strategies.
- Utilize ASAP Team contacts when appropriate: Request a list of individual businesses with contact information from various locations.
- Encourage entrepreneurs to develop industries in the targeted sectors and assist existing businesses to remain in the community and possibly expand.
- Strategies for this include:
  - Providing technical assistance to existing firms and new start-ups and building and facilitating networking opportunities.
  - Provide an inventory of resources/services available to entrepreneurs, engage RREDC, Co-Venture
Implementation Strategy – Next Steps

- Other schools and instruction (Joe/Kyle)
  - CMC, RE2

- Other telecommunications (Derek)
  - Rise Broadband
  - Cedar Fiber

- Scientific Research and Development (Jeff/Janet)
  - Hemp/Marijuana Testing
  - Bio Medical Testing for Cannabis Effects
  - Social Science Research (Innovation Labs)

- Retail Stores (Chris/Dr. Kent)
Silt, Colorado

Area Sector Analysis Process (ASAP) Summary and Implementation Report
Implementing ASAP in Silt, Colorado

1. Introduction

The economic structure of the United States is changing rapidly. As a consequence, the economies of many communities are struggling with limited employment opportunities and stagnant wages, especially for working class, service, and blue-collar jobs. In rural communities, problems are compounded because of declining employment in agriculture, mining, logging, and manufacturing, historically the primary employers of rural Americans. Such is the case with Silt, Colorado. In an effort to assist Silt and other communities with their economic development efforts, the Western Rural Development Center and its partners throughout the western region have developed ASAP (Area Sector Analysis Process), a strategic planning model designed especially for rural communities in the Western United States.

2. ASAP Model

The ASAP model and process has been applied or is in the process of being applied, in over 40 communities in the West, including Alaska, Arizona, California, Colorado, Hawaii, Idaho, Nevada, New Mexico, and Utah.

The ASAP process consists of six modules that are delivered once each month for six months. Module topics are: 1: Introduction and Overview of the ASAP Process; 2: Community Goals and Assets: Acquiring County Data and Surveys; 3: Overview of County Socioeconomic Factors; 4: Presentation and Discussion of ASAP Output (Target Industry Data Report analyzed and discussed); 5: Quantitative Analysis of ASAP Results; 6: Applying ASAP Results to Community Economic Development Efforts.

During the six-module process, community goals are determined through a survey of residents. Community infrastructure, economic, and quality of life assets are also determined. Finally, survey data from over 2,500 businesses from all geographic regions of the country and a wide range of industrial sectors are reviewed to determine what industries need to succeed in a target community or county and what benefits or costs the industry brings to the local community.

The ASAP process then matches community survey and asset input with industry data. The ASAP model helps communities determine industries that are both desirable for local residents and compatible with industry needs. Extensive data and information are provided to the community on industries that are both desirable and compatible and are selected by the steering committee for further research and analysis. Utilizing ASAP output, the ASAP team helps the community team to develop and implement an economic development strategic plan.

3. Survey Results (Desirability)

A goals survey to determine desirability is provided by the ASAP team and implemented by the local steering committee. A total of 111 residents of Silt responded to printed or on-line surveys of economic development preferences and goals. Results are summarized in Tables 1 and 2. Questions are organized around the relative importance of economic, environmental and social quality goals for community residents with recognition that there are trade-offs. For example, extensive economic growth may have environmental and social costs. In Silt, survey respondents placed top priority on “Economic Quality.” The individual indicator receiving top priority was “New businesses return profits to the community,” a measure of economic quality. Residents also placed
extensive emphasis on “Environmental Quality.” The second, third and fourth individual indicators with highest priority were environmental measures. These included “New businesses do not pollute the water;” “New businesses do not release toxic chemicals into the air;” and “New businesses are in compliance with hazardous waste management regulations.” Other measures of economic quality were also highly ranked (5-7) “New businesses hire locally,” “Every new job generates additional jobs in the community,” and “New businesses buy locally.” These community development choices and preferences comprise a desirability index, which is one critical component of the ASAP matching process.

**TABLE 1: Community Development Goal Rankings**

<table>
<thead>
<tr>
<th>Goal</th>
<th>Weight</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Quality</td>
<td>42.70%</td>
<td>1</td>
</tr>
<tr>
<td>Environmental Quality</td>
<td>37.50%</td>
<td>2</td>
</tr>
<tr>
<td>Social Quality</td>
<td>19.90%</td>
<td>3</td>
</tr>
</tbody>
</table>

**TABLE 2: Community Development Indicator Rankings**

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Weight</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>G1.I1 - Every new job generates additional jobs in the community</td>
<td>7.69%</td>
<td>6</td>
</tr>
<tr>
<td>G1.I2 - New businesses return profits to the community</td>
<td>12.51%</td>
<td>1</td>
</tr>
<tr>
<td>G1.I3 - New businesses hire locally</td>
<td>8.97%</td>
<td>5</td>
</tr>
<tr>
<td>G1.I4 - New businesses buy locally</td>
<td>6.83%</td>
<td>7</td>
</tr>
<tr>
<td>G1.I5 - New businesses increase the average local wage</td>
<td>6.75%</td>
<td>8</td>
</tr>
<tr>
<td>G2.I1 - New businesses do not pollute the water</td>
<td>10.13%</td>
<td>2</td>
</tr>
<tr>
<td>G2.I2 - New businesses do not release toxic chemicals in the air</td>
<td>9.53%</td>
<td>3</td>
</tr>
<tr>
<td>G2.I3 - New businesses are in compliance with hazardous waste management</td>
<td>9.45%</td>
<td>4</td>
</tr>
<tr>
<td>G2.I4 - New businesses do not emit greenhouse gas</td>
<td>5.14%</td>
<td>10</td>
</tr>
<tr>
<td>G2.I5 - New businesses do not develop undeveloped land</td>
<td>3.26%</td>
<td>14</td>
</tr>
<tr>
<td>G3.I1 - New businesses increase the local tax base</td>
<td>4.70%</td>
<td>11</td>
</tr>
<tr>
<td>G3.I2 - New jobs are full-time</td>
<td>3.64%</td>
<td>13</td>
</tr>
<tr>
<td>G3.I3 - New jobs offer benefits (health and/or retirement)</td>
<td>5.51%</td>
<td>9</td>
</tr>
<tr>
<td>G3.I4 - New jobs provide training programs</td>
<td>2.37%</td>
<td>15</td>
</tr>
<tr>
<td>G3.I5 - New businesses support community activities</td>
<td>3.70%</td>
<td>12</td>
</tr>
</tbody>
</table>

**NUMBER OF OBSERVATIONS** 111
4. Asset Evaluation Results (Compatibility)

Table 3 identifies community assets that are important and in some cases critical for the operation of businesses and industry in Silt. Factors such as accessibility, available retail and industrial space, cell phone and Internet service, water and power supply are all compared to national standards and evaluated as assets. These assets are then compared to the stated needs of 2,500 businesses and industries. These data become a critical part of a compatibility index used to match and target industries with community goals and preferences.

TABLE 3: ASAP Asset Values

<table>
<thead>
<tr>
<th>Asset</th>
<th>Description</th>
<th>Source</th>
<th>Silt, CO</th>
<th>Baseline</th>
<th>Ratio</th>
<th>Asset Value Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1</td>
<td>Local acreage available (private)</td>
<td>CAI</td>
<td>79</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>S2</td>
<td>Local manufacturing space availability (sq ft)</td>
<td>CAI</td>
<td>14,453</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>S3</td>
<td>Local warehouse availability (sq ft)</td>
<td>CAI</td>
<td>31,152</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>S4</td>
<td>Local office space availability (sq ft)</td>
<td>CAI</td>
<td>7,845</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>S5</td>
<td>Local retail space availability (sq ft)</td>
<td>CAI</td>
<td>7,845</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A1</td>
<td>Access within 30 minutes to interstate</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A2</td>
<td>Access within 30 minutes to package freight</td>
<td>CAI</td>
<td>No</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A3</td>
<td>Access within 30 minutes to railhead</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A4</td>
<td>Access within 30 minutes to rail freight</td>
<td>CAI</td>
<td>No</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A5</td>
<td>Access within 30 minutes to passenger air</td>
<td>CAI</td>
<td>No</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A6</td>
<td>Access within 30 minutes to port/harbor</td>
<td>CAI</td>
<td>No</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A7</td>
<td>Access within 30 minutes to international port</td>
<td>CAI</td>
<td>No</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A8</td>
<td>Access to natural gas pipeline</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A9 &amp; A10</td>
<td>Driving miles to metropolitan area population &gt; 50,000</td>
<td>CAI</td>
<td>68</td>
<td>282</td>
<td>24.113%</td>
<td>Grand Junction, CO Glasgow, MT</td>
</tr>
<tr>
<td>A11</td>
<td>3-phase electric</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A12</td>
<td>Fiber optic lines</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A13</td>
<td>High-volume water supply</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A14</td>
<td>High-volume wastewater disposal</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A15</td>
<td>Solid waste disposal</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A16*</td>
<td>Cell phone service</td>
<td>CAI</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>---</td>
</tr>
<tr>
<td>A17</td>
<td>Local public transportation</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A18</td>
<td>Expansion site</td>
<td>CAI</td>
<td>No</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A19</td>
<td>High-speed internet</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A20</td>
<td>% of workforce with college degree or equivalent</td>
<td>CAI</td>
<td>0.302</td>
<td>0.781</td>
<td>38.668%</td>
<td>Falls Church City, VA</td>
</tr>
<tr>
<td>A21</td>
<td>% of workforce with HS degree or equivalent</td>
<td>CAI</td>
<td>0.573</td>
<td>0.858</td>
<td>66.783%</td>
<td>Daggett County, UT</td>
</tr>
<tr>
<td>A22</td>
<td>% of workforce with less than HS degree</td>
<td>CAI</td>
<td>0.125</td>
<td>0.586</td>
<td>21.331%</td>
<td>Kenedy County, TX</td>
</tr>
<tr>
<td>A23</td>
<td>Prevailing yearly wage</td>
<td>CAI</td>
<td>$40,191.00</td>
<td>$75,466.00</td>
<td>33.271%</td>
<td>Los Alamos County, NM</td>
</tr>
<tr>
<td>A24</td>
<td>Workers compensation tax rate</td>
<td>CAI</td>
<td>0.014</td>
<td>0.031</td>
<td>46.429%</td>
<td>New York</td>
</tr>
<tr>
<td>A25</td>
<td>Business income tax rate</td>
<td>CAI</td>
<td>0.046</td>
<td>0.100</td>
<td>46.346%</td>
<td>Pennsylvania</td>
</tr>
<tr>
<td>A26*</td>
<td>Local and state government incentives</td>
<td>CAI</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>---</td>
</tr>
<tr>
<td>A27*</td>
<td>Union labor</td>
<td>CAI</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>---</td>
</tr>
<tr>
<td>A28</td>
<td>Specialized job training programs (excl. college and univers)</td>
<td>CAI</td>
<td>No</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A29</td>
<td>Short- and long-term financing</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A30*</td>
<td>Business/trade association</td>
<td>CAI</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>---</td>
</tr>
<tr>
<td>A31</td>
<td>Crime rate</td>
<td>CAI</td>
<td>0.011</td>
<td>0.081</td>
<td>13.035%</td>
<td>St. Louis, MO</td>
</tr>
<tr>
<td>A32</td>
<td>Median home price</td>
<td>CAI</td>
<td>$335,000.00</td>
<td>$1,251,200.00</td>
<td>26.774%</td>
<td>San Jose (et.al), CA MSA</td>
</tr>
<tr>
<td>A33</td>
<td>Air and water quality</td>
<td>CGS</td>
<td>72.358</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A34</td>
<td>Natural ecosystem</td>
<td>CGS</td>
<td>74.151</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A35</td>
<td>Outdoor recreation opportunities</td>
<td>CGS</td>
<td>70.283</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A36</td>
<td>Social and cultural opportunities</td>
<td>CGS</td>
<td>48.679</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A37</td>
<td>Retail shopping opportunities</td>
<td>CGS</td>
<td>31.509</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A38</td>
<td>Education system (K-12)</td>
<td>CGS</td>
<td>55.481</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A39</td>
<td>Access within 3 minutes to a college or university</td>
<td>CAI</td>
<td>Yes</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A40</td>
<td>Health care services</td>
<td>CGS</td>
<td>53.019</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>A41</td>
<td>Public safety services (e.g. police, fire)</td>
<td>CGS</td>
<td>73.048</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>

* = Not included in ASAP Model
CAI = Community Asset Inventory - values provided by steering committee; ratio values validated and modified where necessary
CGS = Community Goal Survey - average of all community survey rankings (1=lowest, 10=highest)
5. Target Industry Sectors

The ASAP model develops both a desirability and compatibility score for each industry at the four-digit NAICS level. Results of particular interest are sectors with desirability and compatibility matches greater than 0.5. Industries that are both desirable and compatible are presented on the scatter gram shown in Figure 1. In Silt, there were about 25 sectors that were both desirable and compatible.
After discussion and analysis, the steering committee narrowed the list of targeted sectors to 12. The 12 selected sectors and their rankings are presented in Table 4 and have compatibility matches greater than 0.50.

### TABLE 4: High Ranking Selected NAICS Sectors

<table>
<thead>
<tr>
<th>Rank</th>
<th>NAICS4</th>
<th>Description</th>
<th>Existing Sector</th>
<th>DI</th>
<th>CI</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>1113</td>
<td>Fruit and Tree Nut Farming</td>
<td>X</td>
<td>0.3997</td>
<td>0.9180</td>
</tr>
<tr>
<td>8</td>
<td>2212</td>
<td>Natural Gas Distribution</td>
<td>X</td>
<td>0.5970</td>
<td>0.6455</td>
</tr>
<tr>
<td>11</td>
<td>3231</td>
<td>Printing</td>
<td>X</td>
<td>0.4255</td>
<td>0.9114</td>
</tr>
<tr>
<td>2</td>
<td>4233</td>
<td>Lumber and Other Construction Materials Merchant Wholesalers</td>
<td>X</td>
<td>0.5001</td>
<td>0.5697</td>
</tr>
<tr>
<td>1</td>
<td>4244</td>
<td>Grocery and Related Product Merchant Wholesalers</td>
<td>X</td>
<td>0.5608</td>
<td>0.6049</td>
</tr>
<tr>
<td>6</td>
<td>4249</td>
<td>Miscellaneous Nondurable Goods Merchant Wholesalers</td>
<td>X</td>
<td>0.5033</td>
<td>0.5247</td>
</tr>
<tr>
<td>12</td>
<td>5179</td>
<td>Other Telecommunications</td>
<td></td>
<td>0.5576</td>
<td>0.7293</td>
</tr>
<tr>
<td>10</td>
<td>5412</td>
<td>Accounting services</td>
<td>X</td>
<td>0.4136</td>
<td>0.9344</td>
</tr>
<tr>
<td>7</td>
<td>5417</td>
<td>Scientific Research and Development Services</td>
<td>X</td>
<td>0.5540</td>
<td>0.5982</td>
</tr>
<tr>
<td>9</td>
<td>5617</td>
<td>Buildings/dwelling services</td>
<td>X</td>
<td>0.3585</td>
<td>0.9855</td>
</tr>
<tr>
<td>4</td>
<td>6116</td>
<td>Other schools and instruction</td>
<td>X</td>
<td>0.3873</td>
<td>0.9292</td>
</tr>
<tr>
<td>5</td>
<td>9261</td>
<td>Administration of Economic Program</td>
<td>X</td>
<td>0.6188</td>
<td>0.6467</td>
</tr>
</tbody>
</table>

The ASAP team then provided additional information on each of these 12 sectors. This includes the number of firms and employees within this sector and the wages paid. Utilizing this information and their knowledge of the community, the steering committee selected three sectors to be the target of future economic development efforts. The three targeted sectors are:

**5417 – Scientific Research and Development Services**

This sector was found to be both compatible and desirable by the model. The steering committee felt that this sector has considerable potential in Silt. A business of this type has thrived in the community in recent years. Wages paid in this sector are relatively high which would provide benefits to the community. Several factors seem to make Silt a prime community for these types in industries: (1) An Interstate highway passes through Silt, making it easy to transport individuals and products; (2) Many individuals would like to live in Silt. Residents of Silt enjoy the many benefits of rural living such as a lack of the crowding, congestion and pollution common in urban areas. Additionally, residents of Silt are near the mountains and other outstanding amenity and recreational opportunities.

**5179 – Other Telecommunications**

While some technological developments have eliminated many jobs in rural areas, other technological developments have opened doors for rural areas that previously didn’t exist. With modern information and communication technology, it is possible for a person to live in Silt or any other community with sufficient broadband and market their skills and products globally. In the world of today, there numerous jobs where it is not essential for the employee to be in the office on a daily basis since their job is done on the Internet. As noted earlier, many people with such jobs would prefer to live in a rural community with high quality amenities, such as Silt.

There is also a need for Broadband providers to live and have offices on Colorado’s West Slope. For example, Rise Broadband has numerous clients on the West Slope, but service providers all live on the Front Range which results
in significant time and travel costs. It would make sense for providers to establish an office and hire providers on the West Slope. Silt has many locational advantages for this office.

**6116 – Other Schools and Instructions**

In the modern economy, there is significant demand for persons with job skills learned through Trade Schools. There is also a lack of opportunities to learn such skills on the West Slope. Under these circumstances, establishing a Trade School in Silt makes sense.

**6. Implementation Strategy – Next Steps**

In moving forward, the following steps should be taken:

1. The steering committee will make assignments for members of the committee to contact persons in the various industries and collect additional information. Committee members will report to Jeff Layman on a regular basis.
2. The steering committee should develop a marketing strategy to help targeted persons become aware of Silt and the community’s many benefits.
3. The steering committee will work identify potential local, regional, and state partners to help in the development of the implementation strategy.
4. The steering committee should maintain an up-to-date asset inventory. The ASAP Asset Value Table (Table 3) could be used as a guide.
5. The steering committee should utilize existing resources to leverage and inform implementation strategy.
6. The implementation team should consider both short-term and long-term strategies. Short-term strategies are those that will result in immediate economic development. Long-term strategies include infrastructure improvements that will aid future development efforts.
7. When questions arise or whenever it may be helpful, the steering committee is encouraged to contact Don Albrecht of the Western Rural Development Center who has access to the assets of the ASAP team. For example, the ASAP team can provide a list of individual businesses with contact information from various locations.
8. ASAP is more than a business recruitment tool. It should also be used to encourage entrepreneurs to develop industries in the targeted sectors and assist existing businesses to remain in the community and possibly expand. Strategies for this include:
   a. Providing technical assistance to existing firms and new start-ups and building and facilitating networking opportunities.
   b. Provide an inventory of resources/services available to entrepreneurs.
   c. Develop a coding program in schools and/or community program.
8. ASAP Contacts

Don Albrecht  
Director  
Western Rural Development Center  
Utah State University  
4880 Old Main Hill  
Logan UT 84322-4880  
Tel: 435-797-9731  
Email: don.albrecht@usu.edu
SUBJECT:
Ordinance to approve a rezone in property known as Silt Historical Society's parcel from R-2 (General Residential) to Public Utility

PROCEDURE: (2nd Reading – Continued Public Hearing) Ordinance 6, Series of 2019, AN ORDINANCE OF THE TOWN OF SILT, COLORADO (“TOWN”) AMENDING THE ZONING FROM R-2 GENERAL RESIDENTIAL DISTRICT TO PUBLIC UTILITY DISTRICT ON A PARCEL KNOWN AS LOTS 4 THROUGH 10, BLOCK 8, BALLARD ADDITION, ALSO KNOWN AS 707 ORCHARD AVENUE, PARCEL 2179-03-31-2008, AND THE SILT HISTORICAL PARK, TO BETTER REFLECT THE ACTUAL LAND USE OF A MUSEUM ON THE PROPERTY WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

RECOMMENDATION: On or about July 2, 2019, the Planning and Zoning Commission recommended approval of Ordinance 6, Series of 2019, as written. On August 26, 2019, the Board of Trustees approved 1st Reading.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The current zoning (R-2 General Residential) creates a situation where the museum and park is a pre-existing, non-conforming use, presenting problems with permitting and expansion of the museum/park uses.

FUNDING SOURCE: Town
ORDINANCE FIRST READING DATE: August 26, 2019
ORDINANCE SECOND READING DATE: September 9, 2019
RESOLUTION READING DATE: N/A
ORIGINATED BY: Silt
PRESENTED BY: Janet Aluise, CDD
DOCUMENTS ATTACHED: 1) Ordinance 6, Series of 2019; 2) Rezone Application

TOWN ATTORNEY REVIEW [ ] YES [ ] NO INITIALS ____

SUBMITTED BY: Janet Aluise, Community Development Director

REVIEWED BY: Jeff Layman, Town Administrator
TOWN OF SILT
ORDINANCE NO. 6
SERIES OF 2019

AN ORDINANCE OF THE TOWN OF SILT, COLORADO, AMENDING THE
ZONING FROM R-2 GENERAL RESIDENTIAL DISTRICT TO PUBLIC UTILITY
DISTRICT ON A PARCEL KNOWN AS LOTS 4 THROUGH 10, BLOCK 8,
BALLARD AVENUE, ALSO KNOWN AS 707 ORCHARD AVENUE, PARCEL #
AND THE SILT HISTORICAL PARK, TO BETTER REFLECT THE ACTUAL
LAND USE OF A MUSEUM ON THE PROPERTY WITHIN THE TOWN OF
SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Local Government Land Use Control Enabling Act of
1974, §§29-20-101, et seq., C.R.S.; Article 23 of Title 31, C.R.S.; and other
applicable laws grant broad authority to the Town of Silt, Colorado ("Town") to
plan for and regulate the development and use of land on the basis of the impact
thereof on the community and surrounding areas; and

WHEREAS, Silt Historical Society, Inc. (hereinafter "Owner") is the owner
of certain real property ("Property") adjacent to and south of Orchard Avenue
known as Lots 4 through 10, Block 8, Ballard Addition, and further commonly
known as 707 Orchard Avenue, hereinafter “Subject Property”; and

WHEREAS, on or about June 14, 2019, the Owner submitted to the Town
an application to rezone the Subject Property from R-2 General Residential
District to Public Utility Zone, in order to better reflect the actual museum uses on
the property; and

WHEREAS, on or about July 2, 2019, the Planning & Zoning Commission
considered the application and documents, as well as staff memoranda, in a duly
noticed and conducted public meeting; and

WHEREAS, on or about July 2, 2019, the Planning & Zoning Commission
made a recommendation that the Board of Trustees approve the Owner’s
request for rezone of Subject Property from R-2 General Residential District to
Public Utility District, to better reflect the actual land use of a museum; and

WHEREAS, on August 26, 2019 and September 9, 2019, in its regular
meetings, the Board of Trustees considered the application and documents, plus
various staff memoranda, in duly noticed and conducted public hearings; and

WHEREAS, the Board determined that the proposed Public Utility zoning
for the Property is consistent and in conformity with the existing pattern of
zoning within the Town, and in keeping with the existing use of museum on the
Subject Property.
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT:

Section 1.

Findings of Fact. The Board incorporates the foregoing recitals as findings and determinations, and conclusively makes all of the Findings of Fact, Determinations, and Conclusions contained herein.

Section 2.

Public Utility Zoning. The Subject Property shall be considered, and is hereby zoned as Public Utility District.

Section 3.

Zone District Maps. By the adoption of this Ordinance, the Town has brought the Property under the Town’s zoning ordinance and has authorized the amendment of the Town’s zone district maps to include the Property. The Town's zone district maps are currently on file at the Town Hall, in accordance with the Colorado Revised Statutes.

Section 4.

Severability. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a courts of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

INTRODUCED, READ AND APPROVED ON FIRST READING, a public hearing, the 26th day of August, 2019, at 7 p.m. in the Municipal Building of the Town of Silt, Colorado.

PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED FOLLOWING A CONTINUED PUBLIC HEARING, this 9th day of September, 2019 at 7:00 p.m. in the Municipal Building of the Town of Silt, Colorado.
Approved as to form:

________________________
Town Attorney Michael Sawyer

Agreed and accepted to:

________________________
Christopher Classen, President, Silt Historical Society

TOWN OF SILT

________________________
Mayor Keith B. Richel

ATTEST:

________________________
Town Clerk Sheila M. McIntyre, CMC
Exhibit A
Legal Description

Lots 4 through 10, Block 8, Ballard Addition, inclusive
### STAFF REPORT

For the Board of Trustees Meeting of August 26, 2019

**Application:** Silt Historical Park Rezone  
**Applicant:** Silt Historical Society, Inc. (A Nonprofit Corporation)  
**Property Owner:** Same  
**Site Location:** Lots 4-10, Block 8, Ballard Addition, Parcel # 2179-033-12-008  
**Acreage:** 20,125 square feet (.46 acres)  
**Present Zoning:** R-2 General Residential District (Medium Density – 4 to 8 units per acre)  
**Present Land Use:** Historical Museum  
**Proposed Zoning:** Public Utility  
**Public Notice:** Town published public notification in newspaper and notified adjacent owners within 200’.  
**Fees & Application:** Application submitted on June 14, 2019; SHS will request waiver of fee from Board of Trustees  

**Vicinity Map:**

![Vicinity Map Image]
Zone District Map:

II. Comprehensive Plan General Policies– Designated Urban Growth Areas

“Those properties within the Comprehensive Plan Land Use Designation of “Mixed Use/Neighborhood Center” are properties that may develop over time at a street junction where an exceptionally large number of vehicle trips are evident or at a location that the Town anticipates will be developed into a street junction in the future. These commercial uses should not compete with the “Downtown” or the “Service and Commercial Support” Comprehensive Land Use Designations in any way, but could simply enhance the overall functionality of the community by spreading out shorter vehicle trips over a larger area and by creating commercial establishments that perhaps have good visibility from State Highway 6 and/or Interstate-70. The Town anticipates and expects that these properties will bring in additional tax revenue into the Town. These areas could well support upper residential units, but again, a landowner would be required to plan carefully in order to avoid suburban sprawl and a disjointed community. The Town would not expect these properties to develop until or unless the Town’s “Downtown” and “Service and Commercial Support” areas had nearly completely developed or redeveloped, in order to show responsible growth with regards to infrastructure, pedestrian amenities, parks, open space and Town Administrative facilities. The “Mixed Use/Neighborhood Center” areas would logically be located along or near State Highway 6. Density in the area should be between
eight (8) and twenty (20) units per acre, in order to fully utilize the Town’s infrastructure and create an appropriate residential support for the neighborhood commercial. The Town anticipates and expects that these areas will be connected to the Town’s infrastructure, to include water and wastewater.”

III. Pertinent Silt Municipal Code (Ctrl + click to view website)

**16.14.030 Zoning and Zoning amendments (rezoning).**

A. The applicant for zoning or zoning amendment (rezoning) shall publicly notice the time, date and location of the public hearing per the guidelines set forth in this title;

B. No public hearing may occur if the public notification has not occurred per the provisions of this title;

C. The commission shall consider the application for zoning or zoning amendment (rezoning) at a regularly scheduled meeting, and shall make a recommendation to the board for approval, approval with conditions, or denial of the application;

D. The commission meeting minutes shall be promptly forwarded to the board;

E. If the commission recommends to the board approval or approval with conditions of the (rezone), the town shall prepare an ordinance for the board’s consideration;

F. The board shall consider the application for zoning or zoning amendment (rezoning), as well as the commission’s recommendation, at a regularly scheduled meeting, and shall, in its sole discretion, approve, approve with conditions or deny the application:

1. If the board denies the zoning or zoning amendment (rezoning) application and ordinance, the applicant may submit a new application to the town in compliance with this section;
2. If the board approves the application with conditions, the town may either require one of the following:
   a. Applicant shall submit a revised application for future consideration by the board, without submittal of an additional application fee, but the applicant shall be subject to all costs incurred by the town for review of the application.
   b. Applicant shall submit a new application to the town in compliance with this section; 
   G. If the board approves such zoning or zoning amendment (rezoning) application and ordinance, the town clerk will publish such ordinance pursuant to this title, within the newspaper, and the ordinance becomes effective thirty days following publication of the ordinance.  
   (Staff note: The P & Z Commission considered this application in a duly noticed public hearing on July 2, 2019, and recommended approval as written.)

IV. Staff Comments

Rezone
The Town’s rezoning/zoning process allows an individual and/or entity to request specific zoning that is suited to that individual’s or entities desires for development and utilization of that property, and conversely, it allows the Board of Trustees the ability to give that individual/entity the legal basis to develop/utilize that property. The Re-2 School District formerly owned Lots 4-10, Block 8 of the Ballard Addition, using it as a parking lot for staff working at the Roy Moore Elementary School. In the early 1980s, the Silt Historical Society requested that the school district donate the land for use as a museum, and the school district did just that. The school district still retains ownership of the parking lot to the east of the developed parcel. The Silt Historical Society’s request for a rezone is also in keeping with good planning practice; that is, the zoning should match what the Town supports as a use on the property. The existing zoning on the property is R-2 General Residential District, which makes the museum a nonconforming use. Further, the Town very much supports this historical museum, and believes that the applicant’s request for Public Utility zoning is more closely aligned to the actual uses on the property.

Comprehensive Plan
The 2017 Comprehensive Plan designates this property (Lots 4-10, Block 8, Ballard Addition) as a Tier 1 (Priority Growth Area) that is within one half of a mile of existing town services (including existing Town limits). Since the Silt Historical Park is substantially developed, this rezone proposal neither adds nor detracts from this goal of the Comprehensive Plan.

The 2017 Comprehensive Plan Land Use and Growth of Town section provides a Goal (2): create a health balance of housing, employment, availability of goods and services, recreation and cultural opportunities as the town grows. As the existing land use (museum) offers a high degree of cultural significance, the Comprehensive Plan supports this rezone proposal.

The 2017 Comprehensive Plan Image and Design section provides a Goal (2): Develop a highly visible community identity that expresses Silt’s values and character. While this section has guidance as to signage for the Town, the fact that a goal is to develop (and preserve) Silt’s character is only strengthened by the Silt Historical Park.
The 2017 Comprehensive Plan **Image and Design** section provides a **Goal (4):** Create a Silt visitor’s center at an appropriate, highly visible, highly accessible location, such as along State Highway 6. The center shall highlight local history and direct visitors to walking tours, amenities, other significant destinations in the Silt area, and house or direct people to the Historical Park.

*Action B7.1:* Investigate the feasibility of moving Silt Historical Park to a more visible location, in conjunction with a visitor’s center, along State Highway 6.

The 2017 Comprehensive Plan **Economic Development** section provides a **Policy C5:** Establish partnerships with public and private entities to benefit the community.

*Action C5.3:* Strengthen tourism potential by working collaboratively with organizations throughout the community to capitalize upon Silt’s environmental resources, wildlife habitat, and unique recreational and cultural assets.

The 2017 Comprehensive Plan **Economic Development** section provides a **Policy C6:** Develop streamlined development and building permit processes.

*Action C6.3:* Amend the Official Zoning Map to be consistent with the existing and planned land uses as depicted on the Future Land Use Plan.

The 2017 Comprehensive Plan **Community Involvement & Services** section states: “Silt has a strong cultural and historic background that should be shared with residents and visitors to facilitate civic identity and economic sustainability...Many citizens felt that it’s important for all community members to learn about Silt’s history, nature of the area and build upon Silt’s western legacy”

**Goal 1:** Develop and support existing cultural facilities and events that contribute to a sense of community.

- *Action E1.1:* Support and expand, as appropriate, existing cultural festivals and celebrations, such as Silt Hey Days, Chautauqua Days, Vintage Baseball Game, Winter Celebration, and Pig Roast.
- *Action E1.2:* Promote cultural events for families and other community members, such as outdoor concerts, farmers markets, theater, and park events, and develop/enhance amenities for hosting such events.
- *Promote community-building events, such as volunteer clean ups or community improvement, that bring together citizens of different backgrounds.*

**Policy E2:** Promote, support, and expand historical resources of the community.

- *Action E2.1:* Support, fund, and expand as appropriate the Silt Historical Society and Park;

**Policy E4:** Collaborate with local social, historical, educational organizations to create a community network that contributes to a strong sense of community identity.

The 2017 Comprehensive Plan **Open Space, Trails, and Tourism** section provides a **Goal (2):** Promote Silt as a tourism destination for our citizens & visitors.

**Policy G5:** Promote the wide variety of attractions in and around Silt, including camping, multi-use trails (biking, hiking, and equestrian), kayaking and rafting, hunting, fishing, picnicking, historic interest, festivals and celebrations.
Policy G6: Promote Silt’s historical and cultural legacy as a local and regional attraction.

- Action G6.1: Identify opportunities to tie into other regional networks, such as famous railroad events or other historical points of interest.

Obviously, there are numerous sections that suggest collaboration with and support for the Silt Historical Park and the Silt Historical Society.

V. Staff Recommendation:

1) That all statements made by the applicant in the application and in meetings before the Planning & Zoning Commission be considered conditions of approval, unless modified in the following recommendations; &

2) That the applicant signs the rezone ordinance prior to recordation;
Town of Silt Community Development  
231 N. 7th Street, Silt Colorado 81652; (970)876-2353 ext. 108

Land Use Application Form

- Amended Plat
- Boundary Adjustment
- Subdivision Exemption
- Annexation
- Sketch Plan
- Floodplain Development
- Final Plan
- Planned Unit Development
- Vacation of Right-of-Way
- Text Amendment
- Site Plan Review
- Re-Subdivision Final Plan
- Easement Agreement
- Zoning or Rezoning
- Subdivision Improvement Agreement
- Preliminary Plan
- Special Use Permit
- Annexation & Development Agreement
- Zoning Variance
- Other: 

Project Name: Silt Historical Society

Project Description / Property Information:

Address: 707 Orchard Ave. Parcel ID Number: 217903312008

Legal Description (attach additional sheets if necessary):

Lots 4-10 Block 8, Ballard Addition to the Town of Silt

Access to Property: Street, alley and parking lot

Acreage or Square Footage: 80,185 sq ft Existing Land Use Designation: museum

Proposed Land Use Designation: No change

Existing Zoning: R2 Residential Proposed Zoning: Public Utility

Proposed Use / Intensity of Use: Museum

Submittal Requirements:
- Initially, a completed application with original signatures and four copies shall be submitted to the department for review. The application shall include four sets of 24” x 36” plans, plats and other appropriate drawings. Application must also be submitted in electronic format (MS Word).
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications will not be accepted and will delay processing.
- When the documents are deemed adequate, additional copies as required by the department shall be submitted ten (10) days before the public hearing.
- All documents submitted for public hearing shall be hole-punched, collated and paper-clipped (no staples). All plans, plats or drawings shall be folded to 8 1/2” x 11” and inserted into the collated application. Each individual application shall be banded together and ready for public distribution.

STAFF USE ONLY

Pre-app conference: ________________ (date) Application received: ________________ (date)

Application complete: ________________ (date) File Number: __________________________

Fees: ____________________________ (date) Referrals Sent: ____________________________ (date)
Deposits: ____________________________ (date) PZC approval: ____________________________ (date)
Paid: ____________________________ (date) BOT approval: ____________________________ (date)
Project Team Information (fill in all that apply) (add additional sheets of needed):

Property Owner(s): Name: **Silt Historical Society** Phone: **876-5801**
Company: ____________________________ Fax: __________
Address: **707 Orchard Avenue Silt CO 81652**

Authorized Rep.: Name: **N/A** Phone: ____________________________
Company: ____________________________ Fax: __________
Address: ______________________________________________________________________

Engineer/Designer: Name: **N/A** Phone: ____________________________
Company: ____________________________ Fax: __________
Address: ______________________________________________________________________

Billable Party: Owner ___ Representative ____ Engineer ______

The Billable Party, by signing below, hereby agrees to reimburse the Town the actual costs to the Town plus 15% administrative fees for all engineering, surveying and legal services rendered in connection with the review of the Application. The Billable Party shall also reimburse the Town for the cost of making any corrections or additions to the master copy of the official Town map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that interest shall be imposed at a rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect attorney’s fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

**Chris Clouser - President SHS**

Name (printed)

**707 Orchard Ave**

Address

**876-5801**

Phone

Fax

Signature

Drivers license

Type of Identification

Disclosure of Property Ownership

___ If owner is an individual, indicate name exactly as it appears on the deed.

___ X If owner is a corporation, partnership, limited partnership or other business entity, name principals on a separate page. Please include articles of organization, partnership agreement, etc., as applicable.

___ If owner is a land trust, name beneficiaries on a separate page.

___ If applicant is a lessee, indicate the owner(s) on a separate page.

___ If applicant is a contract purchaser, attach a copy of the contract and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es) and phone number(s) for all owners.
Property Owner Affidavit

I/We, The Silt Historical Society, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data and all other supplementary matter attached hereto and made part of this application are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize Town staff to visit the site as necessary for proper review of this application.

(If there are special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site)

Christopher P. Classen
Name (printed)
President - Silt Historical Society
Address
707 Orchard Ave
Phone
970-404-5050
Fax
None
Signature

Driver's License
Type of Identification

County of Garfield
State of Colorado

Sworn to and subscribed before me this 14 day of June, 2019.

By Christopher P. Classen
(name printed)

Witness my hand and official seal.

Jane E. Dyke
Notary Public
My Commission expires: 04-14-23
TOWN OF SILT, PROOF OF PUBLIC NOTICE AND CERTIFICATE OF MAILING

Project: ____________

I HEREBY AFFIRM THAT Public Notice requirements of the Silt Municipal Code have been met for the Public Hearing before the Silt Planning & Zoning Commission/Board of Trustees to be held on __________________, 200__.

In addition, I hereby affirm that on _______ day of ____________________, 200__, I mailed first class, certified return receipt, a true copy of the attached Public Notice by placing the same postage prepaid in the United States Mail at ____________________, Colorado, addressed to those property owners on the attached list.

Attached are:

1. Certificate(s) of Mailing (green cards and return receipts)

2. Proof of publication from a newspaper of general circulation within the Town showing that prior to the meeting, the Public Notice was advertised as required per Silt Municipal Code.

3. List of names and mailing addresses of all surrounding property owners within 200 feet of subject property.

Christopher P. Classen
Name of Applicant (printed)

Signature of Applicant
Date 6/14/19

County of ____________

State of ____________

ss.

Sworn to and subscribed before me this _______ day of ____________, _____________.

(fill in day)  (fill in month)  (fill in year)

By ________________________________
Name (printed)

Witness my hand and official seal.

____________________________________________
Notary Public

My Commission Expires: ________________________________
LAND USE ACTIVITY IMPACT STATEMENT

Name of Applicant: Silt Historical Society  

Location of Property: 707 Orchard Ave, Silt CO 81652

Land Use Request: Zoning change

Please answer the following questions to the best of your ability. Attach additional pages as needed.

1. Is your request compatible with the Silt Municipal Code?  Yes  No

2. Is your request compatible with the Silt Comprehensive Plan?  Yes  No
   
   If not, how is your request useful to the Town of Silt?

3. Explain how your request is compatible with the immediate area surrounding the site.
   R-2 zoning is not compatible with the current use. Changing the zoning to Public Utility would be compatible.

4. How is your request desirable for the Town of Silt?
   It allows the Silt Historical Park to be in compliance with the Silt Municipal Code.

5. Detail any real or possible environmental, town service, or other impacts your request may have.  None
6. Are there or have there ever been any landfills on any part of the property included in your request?  Yes/(No)

7. Please mark all the concerns or impacts listed below which apply to your request and give a brief statement about how you have addressed them.

a. _____ traffic
b. _____ town services (water, sewer, etc.)
c. _____ signage
d. _____ open space
e. _____ schools
f. _____ emergency services (police, fire, medical)
g. _____ other utilities (electrical, etc.)
h. _____ other (pollution, etc.)

Please list any other items or information which you feel would be of help in assessing your application.
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<th>Physical Address</th>
<th>Owner</th>
<th>Account Num</th>
<th>Mailing Address</th>
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<td>430 NORTH 7TH STREET SILT, CO 81652</td>
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<tr>
<td>217903312007</td>
<td>400 N 7TH ST SILT</td>
<td>DUNCAN, PATRICIA M</td>
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<tr>
<td>217903312008</td>
<td>8TH ST SILT</td>
<td>SILT HISTORICAL SOCIETY INC</td>
<td>R350650</td>
<td>PO BOX 401 SILT, CO 81652-0401</td>
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<tr>
<td>217903321001</td>
<td>391 8TH ST SILT</td>
<td>PAYNE, JESSE J &amp; REBECCA M</td>
<td>R350134</td>
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<td>AULT, GLENN M &amp; CRYER, BARRY &amp; EATON, JOHN</td>
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<td>4243 COUNTY ROAD 214 SILT, CO 81652</td>
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<tr>
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<td>VOGEL, MOLLIE N &amp; BARKER LAURIE JEAN</td>
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<tr>
<td>217903321005</td>
<td>311 BALLARD AVE SILT</td>
<td>JANECEK, KENNETH E &amp; HAMPTON-DE</td>
<td>R350060</td>
<td>811 BALLARD AVENUE SILT, CO</td>
</tr>
</tbody>
</table>

about:blank
I, MARY ESTILL BUCHANAN, Secretary of State of the State of Colorado hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues a CERTIFICATE OF INCORPORATION to SILT HISTORICAL SOCIETY, INC., A NONPROFIT CORPORATION

DATED: MAY 12, 1982

Mary Estill Buchanan
SECRETARY OF STATE
The undersigned person(s) acting as incorporator(s) of a corporation under the Colorado Nonprofit Corporation Act, sign and, acknowledge the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is **SILT HISTORICAL SOCIETY, INC.**

SECOND: The period of duration is **PERPETUAL**

(a stated number of years, or the word PERPETUAL)

THIRD: The purpose or purposes for which the corporation is organized: **To bring together those persons interested in history, and especially in the history of Silt & vicinity; to collect & provide for the preservation of historical material; and to disseminate historical information and arouse interest in the past.**

FOURTH: The address of the initial registered office of the corporation in Colorado is

Silt City Hall, 231 North 7th, Silt, Garfield County, Colorado 81652
(Address must include Building number, Street (or rural route number), Town or City, County and Zip code.)

and the name of its initial registered agent at such address is **Martha Edwards**

FIFTH: Address of the principal office **Same as registered office**

(if not the same as its registered office)

SIXTH: The number of directors constituting the initial board of directors of the corporation is (at least one) **two**, and the names and addresses of the persons who are to serve as the initial directors are:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Boulton</td>
<td>5440 Road 331, Silt, CO 81652</td>
</tr>
<tr>
<td>Martha Edwards</td>
<td>690 Front Street, Silt, CO 81652</td>
</tr>
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</table>

Subscribed and sworn to before me this 27 day of April 1982

[Signature]

NOTARY PUBLIC

My commission expires 6-16-84

[Signature]

NOTARY PUBLIC

Note: One or more persons may incorporate. The name and address of each incorporator is to be typed below his signature unless one of more of the incorporators are also initial directors, the address of such incorporator(s) need not be repeated.
Garfield County, CO

Summary
Account: R390650
Parcel: 2179033320008
Property: 06TH ST, SILT, CO 81652
Address
Legal: Section: 3 Township: 6 Range: 92 Subdivision: BALLARD ADD Block: 8 Lot: 4 THRU- Lot: 10 STATE EXEMPT #35-01110-01
Acres: 0
Land SqFt: 0
Tax Area: 35
Mill Levy: 74.516
Subdivision: BALLARD ADD

Owner
SILT HISTORICAL SOCIETY INC
PO BOX 401
SILT CO 81652-0401

Land
EXEMPT/NONIS ES CHARITABLE-LAND - 9179
SqFt: 0

Actual Values
Assessed Year	2019	2018	2017
Land Actual	$22,000.00	$22,000.00	$22,000.00
Improvement Actual	$7,720.00	$7,210.00	$7,210.00
Total Actual	$29,720.00	$29,210.00	$29,210.00

Assessed Values
Assessed Year	2019	2018	2017
Land Assessed	$9,280.00	$9,280.00	$9,280.00
Improvement Assessed	$2,100.00	$2,100.00	$2,100.00
Total Assessed	$11,380.00	$11,380.00	$11,380.00

Tax History
Tax Year	2018	2017	2016	2015
Taxes Billed	$0.00	$0.00	$0.00	$0.00

Transfers
Sale Date: 7/1/1966
Deed Type: SPECIAL WARRANTY DEED
Receipt Number: 0690-0772
Book - Page: 0690-0772

No data available for the following modules: Buildings, Photos, Sketches.

The Garfield County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein. Its use or interpretation. Data is subject to constant change and its accuracy and completeness cannot be guaranteed.

Last Data Upload: 6/15/2019 12:05:00 AM
Version 2.2.25

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 5, 2019
Council Action Form

SUBJECT:
Beautiful Yard Contest Round 2 – Picking a Winner!

PROCEDURE:  Consensus or Motion

RECOMMENDATION: (Staff) recommends the Board award the yard with the most votes: 321 N. 4th Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER:  The Town entered all the 1st Round non-winners into the contest again, plus an additional entrant who applied. The yard that got the most votes is 321 N. 4th Street, with nine votes. 260 N. 11th Street came in second with six votes, and 311 N. 7th Street came in third with four votes.

FUNDING SOURCE:  

ORDINANCE FIRST READING DATE:  

ORDINANCE SECOND READING DATE:  

RESOLUTION READING DATE:  

ORIGINATED BY:  Mayor Richel

PRESENTED BY:  Jeff Layman

DOCUMENTS ATTACHED:  Memo

TOWN ATTORNEY REVIEW [ ] YES [X] NO

TOWN ENGINEER REVIEW [ ] YES [X] NO

SUBMITTED BY:  Janet Aluise, Community Development Director

REVIEWED BY:  Jeff Layman, Town Administrator
TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 9, 2019

AGENDA ITEM SUMMARY

SUBJECT: Nomination of Town Representative to Weed Board

PROCEDURE: (Public Hearing, Action item, Information Item) Action item

RECOMMENDATION: Staff asks that the board select a representative to fill our vacancy on the Garfield County Weed Board

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Prior Trustee Sonny Fernandez served on the Weed Board for many years but has recently decided to step down prior to the expiration of his term of January 2020. The Weed Board meets quarterly which includes one field trip. Most of the meetings are held at the County Administration Building in Rifle although they have met at other locations. Their next meeting will be November 7 at the County Admin Building in Rifle. The meetings run from 11:00 a.m. – 2:00 p.m. with lunch included.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY:

PRESENTED BY: Town Clerk McIntyre

DOCUMENTS ATTACHED: N/A

TOWN ATTORNEY REVIEW [] YES [x] NO INITIALS ___

SUBMITTED BY: ___________________________ REVIEWED BY: ___________________________
Sheila M. McIntyre, Town Clerk     Jeff Layman, Town Administrator
TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
September 9, 2019
AGENDA ITEM SUMMARY

SUBJECT: Senior Meals at Silt Town Center

PROCEDURE: Discussion Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Colorado River Fire Rescue has hosted Silt’s senior community meals at its Silt firehouse on Wednesdays for many years. The meals are paid for by Silt, administered by Garfield County and prepared at the Rifle Senior Center. Firefighters, when available, assist with setting up the room and serving the meals. It is a true multi-agency collaboration. The Silt lunch hosts between 35-50 people each week.

The fire district recently contacted us to explore the idea of moving the meals to a Town of Silt facility in order for them to consider moving additional on-duty firefighters in. They are desirous of exploring the concept of housing their wildland fire crew at the Silt station.

Additionally, the current location is limited by the fact that it has only one restroom.

The only Town of Silt facility that would be large enough to host this event is the Town Center. Fire and ToS staff inspected the building recently and determined with no modification, it would serve the use nicely. It has parking available, ready access, space in which to serve food, two restrooms and, of course, adequate seating capacity. Fire trucks may be parked on 6th Street, just west of the building.

At some point in the future, whether this program moves here or not, the Town should consider improving ADA access to the front door.

We will invite the Senior Lunch group to use the Silt Town Center for its lunches during the month of October 2019 on a trial basis to make sure that it will work for all involved. The agreement with CRFR will be that they will continue, as availability dictates, to help with setting up and taking down tables and chairs for the lunches. In return, the Silt community may get an additional fire crew in town during periods when the wildland crew is not deployed.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

SUBMITTED BY: Jeff Layman, Town Administrator

REVIEWED BY: Sheila M. McIntyre, Town Clerk
To Jeff Layman

From: Chief Kite

Date: 09/05/2019

Re: ATV/ OHV being operated within the Town Of Silt City limits. (this will be all city streets, not state highway at this time)

Following you will find a summary of various Town/City/County codes that allow for the use of ATV/OHV’s within their jurisdiction. It appears that they are all fairly similar in their requirements and follow Article 14.5 of Colorado Revised Statues.

The information was gathered from the Town of Parachute, Garfield County, Rio—Blanco, Meeker, Craig, Hayden, Silverton, Nucla and Crestone.

(a) Anyone operating an off highway vehicle within the Town Of Silt must have a valid driver’s License.

(b) The off highway vehicle must have current and valid insurance for that vehicle.

(c) Every person operating an off highway vehicle shall do so in compliance with the applicable Laws of the State of Colorado and the Model Traffic Code.

(d) All off highway vehicles will possess and display a Colorado Division Parks and Wildlife registration and a Town of Silt registration which will be displayed on the back of the off highway vehicle.

(e) Every off highway vehicle will be required to have the following equipment and this equipment will be in good operating condition.

1. At least one head light.
2. At least one red tail light.
3. Breaking system
4. Spark arrester and muffler.

(f) Everybody under the age of 18 years of age will be required to wear a helmet.

It has been approved within CDOT to allow off highway vehicles on state highways. This is being discussed as a case by case basis. If you have any questions please contact me Chief Kite
Date: September 4, 2019  
To: Mayor Richel & Board of Trustees  
From: Jeff Layman, Town Administrator  
Subject: Staff Report

Activities, initiatives and news:

- **Community Center Building Update**
  - An RFP for salvage has been issued. We have established a deadline of September 17th for proposals. So far, we have not heard from anyone interested in salvage. If we do not receive proposals by the due date, we'll issue a demolition RFP.

- **Silt Interchange Improvement Planning**
  - Working with our grant writer on figuring out how to structure an acceptable grant application has become a weekly event. We continue to explore a variety of avenues that best leverage our resources.

- **“Silt Stands Out” Block Party Town Celebration of “Local’s Choice” Awards: “Celebrating WITH and Promoting ALL”**
  - We had something close to 300 folks celebrating last Thursday night. We had many positive comments about the event.
  - Silt businesses garnering awards were Misty’s Coffee Shop, West and Blessed Clothing, Miner’s Claim Restaurant, Whimsical Wagon Gifts, Green Cross Dispensary, Burning Mountain Pizza and Subs and Property Professionals Real Estate.
  - Gina Reece-Long volunteered to organize the party, which was loosely based on the Chamber mixer held last April. She did a terrific job!

- **Golden Gate Petroleum**
  - Progress continues and they anticipate opening in January.

- **CRAFT Grant Denied**
  - You'll recall that we teamed up with New Castle, Rifle and Parachute to apply for a grant that would assist us develop and market our common goals with the Colorado River.
  - We were just notified that we were denied due to the fact that our application was “too outdoor recreation oriented”.
- We'll continue to explore this opportunity and develop better relationships with State funders.

- **Rifle Regional Economic Development Corporation**
  - We conducted a SWOT exercise (Strengths, Weaknesses, Opportunities, Threats) recently. The results sound familiar to a lot of our talk in our ASAP working group.
  - We're discussing a regional marketing effort based on our identity as the "Colorado River Valley" and what a great place to "live, work, play and breathe" it is!

- **Human Resources Subcommittee**
  - Our first meeting is September 5. We'll review the salary survey and external equity information, and then take up internal equity issues.
  - Results of this group's work will inform the 2020 budget process.

- **Town Condo Contamination**
  - The owner's at-fault in this contamination event have finally contacted Michael Sawyer's office and had a fruitful conversation. They have notified their insurance company and we are all awaiting their response.
Date: September 3, 2019
To: Mayor, Trustees and Administrator Layman
From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk
Re: Staff report for August 2019

Town Clerk duties:

- Reviewed timesheets for Treasurer
- Index filing and purging
- Signed A/P and payroll checks
- Emailed various public notices and RFP’s to newspaper
- Mailed public notices to adjoining property owners
- Attended weekly staff meetings
- Misc research for staff
- Met with Administrator re: various items
- Took deposits to bank on regular basis
- Prepared and sent out BOT packets
- Attended BOT meetings and work sessions
- Follow up on meetings and transcribed minutes
- Customer service in office
- Prepared meeting/sub-committee meeting spreadsheet
- Prep for and attended Camp BADGE graduation
- Attended safety meeting/video
- Processed liquor license renewals
- Research mass email companies
- Prepared appreciation certificates
- Attended interviews for public works position
- Process background check for public works candidate
- Attended AGNC meeting in Delta
- Prepared for and assisted with Pig Roast
- Pig Roast/Concert follow up
- Prepared RFP and ad for Town Prosecutor
- Processed tastings permit
- Prep for and worked Block Party

Municipal Court & Police Dept. duties:

- Prepared court docket and files for Prosecuting Attorney, Judge and YouthZone
- Sealed juvenile files
- Input municipal tickets and parking tickets along with payments
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Assist with phone calls and walk-ins regarding tickets
- Send out late payment letters
- Attended court and court follow up (bench warrants, OJW’s, update bench warrant list for officers, OJW releases)
- Emailed Warrantless Arrest Affidavits to the courts
- Assisted officers with Appearance Bonds
- Released bench warrant and OJW’s
- Assisted with records requests
The following department report is a snapshot of some of the tasks and projects the Public Works staff has undertaken over the past several weeks.

- Complete Pioneer Drive walkthrough for finished project
- Replace valve cluster at Home Ave. and Birch Ct.
- Main line saddle break Domelby Ct.
- Set up and tear down for Hey Days
- Set up for Camp Badge
- Remove concrete ditch on Grand Ave. between 11th and 10th street
- Rewire Tara pond irrigation pump station
- Install new radio receiver at Tara pond irrigation pump station
- Rewire 16th and Em transfer pump on irrigation system
- Replace dead pump at 16th and Em transfer pump on irrigation system
- Remove dead tree in Domelby
- Remove trees in island at business center
- Remove dead trees and replace with new along Main St.
- Parks maintenance as scheduled
- Install truck route signs
- Set up and tear down for Pig Roast
- Replace irrigation clock at Painted pastures park
- Fence off Community Center
- Weekly staff meetings
- Meetings with Sara on Silt River Preserve farm plots
- Meet with Lanni on the possibility of using goats at Silt River Preserve for weed control
- Meeting with B.O.R on Stoney Ridge phase 3 build phase 2
- Meeting with attorney, engineer and Kelly Lyons on Stoney Ridge phase 3 build phase 2
- Write proposal for salvage of the Community Center
- Attend meeting with Ware and Hines ditch company of special assessment for ditch repair
Water, Waste Water Memo

Activities August 2019

Jeff, Town Administrator

From: Jack Castle, Utilities Director

WASTE WATER

- Wasted 4 loads of sludge
- Ran Lab, Dailies, weeklies, DMR
- Housekeeping
- Changed filters on blowers, and cleaned blower room
- Settleometer test, TSS’s on AB’s and Digesters weekly
- Lift stations were checked at Camp Colorado and Holiday Inn

WATER

- Rotate Acid and Cl2 MCIPs on skids 1 and 2 daily
- Gather dailies/ monthly samples
- Turbidity meters cleaned
- Weekly Lab
- Standard Acid and Cl2 MCIP’s preformed on each skid.
- 10,238,362 gallons of finished water was made from 11,434,962 gallons of raw water

DISTRIBUTION

- Meters were read
- Door hangers were hung
- Field testing
- Read meters
- Four MXU’s were replaced and one meter was installed for a total of $974.80

[Signature]
**MEMORANDUM**

**TO:** Jeff Layman, Town Administrator  
**FROM:** Janet Aluise, Community Development Director  
**DATE:** September 4, 2019 (for August 12 – September 8, 2019)

### Studies/Master Plans/Research
- Parks/Recreation/Culture Master Plan Survey  
- Insurance – State Cost Containment  
- Roof Structure (777 Main Street)  
- RV Park Code for Silt Trade Center  
- New Format Website  
- Community Innovation Labs  
- Traditional & Mini Grants FMLD  
- Driving history for new hires  
- Flood Zone – Meyer Boiler Company

### Meetings/Events
- Pig Roast (Friday, Aug. 23) Pinnacol  
- Planning & Zoning/BOT Meetings (4)  
- Prospective building permit applicants (10)  
- Western Planners Conference (9-8 to 9-11)  
- CIRSA/Pinnacol Safety Meetings (1)  
- ASAP Meeting (2)  
- Richard Niday on Camario Development  
- PRC Subcommittee 8-26 (Rescheduled)  
- SRP – Youth Corps  
- Jayne Poss – GlenX High School Career  
- Trent Thompson/Ashley Badesch re: EDA  
- Town prosecutor re: 512 Main Street

### Pre-Application Conferences/Submittals
- Beatriz Soto re: Stoney Ridge Arch. Deviations  
- Ray Nielsen re: reduction in tap fees  
- Dennie Rae re: 6’ fence in front yard (exception)  
- Marcus Slaton re: water to food trailer  
- Heron’s Nest Annexation  
- Jim Luginbuhl re: soccer field for Town  
- Remi re: development of SFD

### Building Department
- Cover office for training/vacation/sick time  
- Contractor Licensing, BEST Tests, Monthly Reports  
- Fee estimates for building permits (2)  
- Training

### Administration
- Staff meetings (3)  
- P & Z meeting minutes (September 3, 2019)  
- Planning for 2019 Events (2)  
- Advertisements/LED Sign Requests (10)  
- Website Revisions for 2019 (All departments)  
- P & Z/BOT Meeting Packets  
- Beautiful Yard Contest  
- Planning for Punkin’ Chuckin’, Chili Cook-Off

### Economic Development
- Bob Fullerton re: OZ and Multifamily  
- Alpaca Farm re: provision of potable water  
- John Dyet re: Town sales tax incentive prog  
- Jim Cardamone re: OZ south of Silt

### Ordinances & Resolutions
- Ordinance 6, Silt Historical Park Rezone  
- Resolution 21, FMLD Grant Mini  
- Resolution 22, FMLD Traditional

### Customer Questions
- Amy Leutke re: residential zoning  
- Michelle Xander re: vendor booth  
- Jeff @ Cheryl & Co. re: tap fees paid on lot  
- Connie Detmer re: vendor booth  
- Casie Fritzian re: another address  
- Jay Duplesys re: vendor booth  
- Architect re: design criteria metal building  
- Robert Grace – BEST Test  
- Steve Craven re: Town fees  
- Patrick Doty re: marijuana licensing  
- Gary Vick re: setbacks from river  
- Robert @ Pinnacle Homes re: drainage  
- Kelly Lyon re: subdivision of laundromat  
- Kirk Hunt re: SFD/Modular requirements
## 2019 Applications

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<tr>
<th>Received</th>
<th>Type</th>
<th>Permit No.</th>
<th>Issued</th>
<th>Structure</th>
<th>Address</th>
<th>Contractor/Applicant</th>
<th>Phone</th>
<th>EQRs</th>
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<td>Misc</td>
<td>19-001</td>
<td>Abandoned</td>
<td>Install New Door</td>
<td>145 Home Avenue</td>
<td>Bautista/Maria Mancinas</td>
<td>970-355-9592</td>
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<td>1/9/2019</td>
<td>Misc</td>
<td>19-002</td>
<td>1/11/2019</td>
<td>Replace Windows</td>
<td>304 N. 16th Street</td>
<td>Renewal By Andersen/Anna Loya</td>
<td>303-483-8984</td>
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<td>19-003</td>
<td>1/14/2019</td>
<td>Install Solar System</td>
<td>1247 Stoney Ridge Drive</td>
<td>Beautifi Install LLC/Remington Way</td>
<td>801-918-7526</td>
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<td>1/14/2019</td>
<td>Repair Water Service Line</td>
<td>910 Grand Avenue</td>
<td>Canyon Excavating/Shane Mello</td>
<td>970-379-4496</td>
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<td>1/15/2019</td>
<td>Remediation/Cleanup</td>
<td>1290 Main Street</td>
<td>Faith Construction/Skip Doty</td>
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<td>2/6/2019</td>
<td>Shed</td>
<td>1430 Em Avenue</td>
<td>Nick &amp; Jason Irion/Owner</td>
<td>970-462-3113</td>
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<td>323 Dogwood Drive</td>
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<td>574 Eagles Nest Drive</td>
<td>Rocky Mtn. Steel Structures/TOS</td>
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<td>Sign</td>
<td>19-015</td>
<td>2/25/2019</td>
<td>Subdivision Sign</td>
<td>1st Mesa &amp; Stoney Ridge</td>
<td>Micro Plastics/Stoney Ridge HOA</td>
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<td>concessive Owner</td>
<td>970-349-8572</td>
<td>TBD</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7/15/2019</td>
<td>Misc</td>
<td>19-131</td>
<td>concessive Owner</td>
<td>970-349-8572</td>
<td>TBD</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
TOWN OF SILT
MINUTES FOR
REGULAR PLANNING & ZONING COMMISSION MEETING
TUESDAY, AUGUST 6, 2019, 6:30 P.M.

Call to Order
Chair Classen called the meeting to order at 6:30p.m.

Roll Call
Present: Chair Chris Classen
         Vice Chair Mark Rinehart
         Commissioner Eddie Aragon
         Commissioner Joelle Dorsey
         Commissioner Marcia Eastlund

Absent: Alternate Commissioner Lindsey Sidener

Also present at the meeting were Community Development Director Janet Aluise, Cameron Construction Superintendent Art Brubacher and YesCo LLC representative Tom Weatherby.

Pledge of Allegiance
At 6:31 p.m., the Commission cited the Pledge of Allegiance.

Public Comments
There were no public comments.

Agenda Changes
There were no agenda changes.

Conflicts of Interest
There were no stated conflicts of interest.

Tab 2 - Consent Agenda
At 6:32 p.m., Commissioner Dorsey made a motion to approve the July 2, 2019 Planning & Zoning Commission meeting minutes, as written. Commissioner Eastlund seconded the motion and the motion carried unanimously.

Tab 3 – Golden Gate Petroleum, Inc. Sign Exception Request
At 6:33 p.m., Tom Weatherby of Young Electric Sign Company, LLC and Art Brewbaker, Superintendent with Cameron Construction, introduced themselves to the Commission.
At 6:34 p.m., Director Aluse reviewed the staff report for the eleven (11) requested Golden Gate Petroleum Signs, as follows:

<table>
<thead>
<tr>
<th>Type of Sign</th>
<th>Purpose of Sign</th>
<th>Materials</th>
<th>Dimensions</th>
<th>Total Height of Sign</th>
<th>Total Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monument Sign (NE corner)</td>
<td>Business Identification/Price</td>
<td>Sheet metal/aluminum; LED/translucent</td>
<td>Total 12’ tall x 11.58’ (4.3’ tall x 10.5’ wide; 2.5’ deep)</td>
<td>12 feet (max. 6 feet)</td>
<td>278 sf (139 sf sign area) (1 max. - 60 sf)</td>
</tr>
<tr>
<td>Pole Sign</td>
<td>Business Identification/Price</td>
<td>Steel pipe; Sheet metal/aluminum; LED/translucent</td>
<td>21.9’ tall x 41.5’ wide x 5’ deep</td>
<td>90 feet (max. 6 feet)</td>
<td>1818 sf (909 sf/side) (1 - max. 60 sf)</td>
</tr>
<tr>
<td>Wall-Mounted (West)</td>
<td>Business Identification (One Side)</td>
<td>LED/translucent</td>
<td>2.17’ tall x 20.75’ wide</td>
<td>17.64 feet (max. 12 feet)</td>
<td>45 square feet (max. 16 sf)</td>
</tr>
<tr>
<td>Wall-Mounted (East)</td>
<td>Business Identification (One Side)</td>
<td>LED/translucent</td>
<td>6’ tall x 6’ wide</td>
<td>18.85 feet (max. 12 feet)</td>
<td>36 square feet (max. 16 sf)</td>
</tr>
<tr>
<td>Wall-Mounted (North)</td>
<td>Business Identification (One Side)</td>
<td>LED/translucent</td>
<td>8.58’ tall x 10’ wide</td>
<td>25.1 feet (max. 12 feet)</td>
<td>85.8 square feet (max. 16 sf)</td>
</tr>
<tr>
<td>Freestanding (North/South)</td>
<td>Directional (Double-Sided)</td>
<td>Steel pipe; Aluminum face</td>
<td>3’ tall x 4’ wide</td>
<td>8 feet (max. 2 feet)</td>
<td>24 sf (max. 1.5 sf)</td>
</tr>
<tr>
<td>Freestanding (North/South)</td>
<td>Directional (Double-Sided)</td>
<td>Steel pipe; Aluminum face</td>
<td>3’ tall x 4’ wide</td>
<td>8 feet (max. 2 feet)</td>
<td>24 sf (max. 1.5 sf; 2’ tall)</td>
</tr>
<tr>
<td>Freestanding (4 locations)</td>
<td>Informational (One Side)</td>
<td>Steel pipe; Aluminum face</td>
<td>4’ tall x 2’ wide</td>
<td>8 feet (max. 2 feet)</td>
<td>4 - 8 square feet 32 square feet (max. 2 sf)</td>
</tr>
<tr>
<td>Gas Pumps</td>
<td>Informational (One Side)</td>
<td>Vinyl cladding</td>
<td>1’ tall x 2’ wide</td>
<td>&lt;2 feet (max. 6 feet)</td>
<td>Unknown (based on #)</td>
</tr>
<tr>
<td>Gas Pumps</td>
<td>Product (Double-Sided)</td>
<td>Cardboard</td>
<td>1.5’ tall x 2’ wide</td>
<td>~ 6 feet (max. 6 feet)</td>
<td>Unknown (based on #)</td>
</tr>
<tr>
<td>11 known</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,342.8 sf</td>
</tr>
</tbody>
</table>
Director Aluise stated that the Silt Municipal Code allows for a maximum of two freestanding signs with a maximum sign area of sixty (60) square feet, based on the speed of traffic passing the site (75 m.p.h.) and the length of property frontage along River Frontage Road (570'). She stated that the directional and informational signs, although taller and larger than allowed by code, are necessary signs in the information they relay.

At 7:03 p.m., Mr. Weatherby and Mr. Brewbaker addressed the Commission, presenting a PowerPoint Presentation entered into the record as Exhibit A. They each explained the process that they went through to determine the minimum amount of signage for both the pole sign and the monument sign. Mr. Brewbaker stated that Golden Gate Petroleum will be widening the east bound off-ramp to appeal and accommodate truckers, per CDOT requirements.

At 7:22 p.m., the Commission had the following discussion:
- This request is blowing the Town’s sign code out of the water;
- How else will Golden Gate Petroleum advertise to market its operation (Mr. Weatherby stated that the company purchases CDOT (blue) signs, has a fuel app for over-the-road truckers, advertises on its website and has a special purchasing card);
- Is ‘Ferguson Crossing’ and the Town’s logo on the monument sign? (Mr. Weatherby stated that it was not, but that he could amend the signage to include);
- The science of sign making is immovable (Mr. Weatherby stated that they have to use the science as presented in order to know how to size signage properly);
- 75 mph is lowest speed on Interstate-70;
- Golden Gate is a truck stop (Mr. Weatherby stated that it is technically not a truck stop, as it does not have showers and overnight parking – but they do cater to local trucking companies);
- How is lighting measured on the large LED price signs? (Mr. Weatherby stated that the LED sign has sensors that are at 80% transmittance during the day and then decreases at night; as well, there is no lighting facing the RV park);
- Pole height – will there be a problem with it blocking I-70? (Mr. Brewbaker stated that the nearest southern right-of-way to I-70 measures 110').

At 8:12 p.m., Vice Chair Rinehart made a motion to approve the Golden Gate Petroleum signage as presented, with the inclusion of the Town’s logo and ‘Ferguson Crossing’ on both sides of the monument sign. Commissioner Aragon seconded the motion and the motion carried unanimously.

Tab 4 – Garfield County Referral – Pollard Amended Plat
At 8:15 p.m., Director Aluise stated that Garfield County had submitted to the Town a referral for an amended plat located in the area of Antlers Orchard. As the number of lots remains the same, the impact of those units on the Town remains the same, as well, and staff has no additional concerns.

The Commission had consensus that Director Aluise send Garfield County notice that the Planning & Zoning Commission has no concerns.
Tab 5 - Parks, Recreation, and Culture Master Plan
At 8:17 p.m., Director Aluise stated that the inclusion of the last PowerPoint presentation from the Parks, Recreation, and Culture Master Plan is in the packet in order to elicit additional feedback from the Commission as this process moves forward. She stated that the next installment of the PRC Subcommittee is tomorrow, August 7, at 5:30 p.m., and encourage those interested to attend. She further stated that the topic will be inventory of buildings, including conditions.

Old Business
There was no old business.

New Business
At 8:19 p.m., Vice Chair Rinehart submitted his resignation, stating that his work schedule did not allow for him to continue to serve. He expressed his satisfaction for being on the Commission for eleven (11) years, and wished all the Commissioners and the Town well. The Commission thanked Vice Chair Rinehart for his many years of service and his valuable contribution to the Town of Silt, stating that he will be sorely missed.

Other Business
There was no other business.

Future Business
There was no future business.

Commissioner and Staff Comments

Adjournment
At 8:29 p.m., Commissioner Eastlund made a motion to adjourn. Commissioner Aragon seconded the motion, and the motion carried unanimously.

Chairman Chris Classen
Community Development Director Janet Aluise