

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, JANUARY 13, 2020 – 7:00 P.M.
MUNICIPAL COUNCIL CHAMBERS**

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTOR
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
7:05	Consent agenda – <ol style="list-style-type: none"> 1. Minutes of the December 9, 2019 Board of Trustees meeting 2. Resolution No. 1, Series 2020, A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICES PER CRS Section 24-6-402(2)(c) 3. Resolution No. 2, Series 2020, A RESOLUTION APPOINTING BLAIR AND ASSOCIATES AS THE TOWN AUDITOR, RESOURCE ENGINEERING AS THE TOWN WATER ENGINEER AND MICHAEL SAWYER AS THE TOWN WATER ATTORNEY 4. Resolution No. 3, Series 2020, A RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING AMIE TUCKER AS THE TOWN TREASURER OF THE TOWN OF SILT, COLORADO 5. Resolution No. 4, Series 2020, A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A MULTIMODAL OPTIONS FUND GRANT IN THE AMOUNT OF \$201,599.75, FOR A TOTAL PROJECT COST OF \$403,199.50, IN ORDER TO OFFSET THE COSTS ASSOCIATED WITH DESIGNING AND ENGINEERING THE PEDESTRIAN OVERPASS OVER INTERSTATE-70, RIVER FRONTAGE ROAD AND THE UNION PACIFIC RAILROAD WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO 	Action Item	Tab B Mayor Richel
	Conflicts of Interest		
7:10	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		
7:25	Agenda Changes		
7:25 10 min	Resolution No. 6, Series 2020 , A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ANGELA ROFF, P.C. AS THE SILT MUNICIPAL COURT PROSECUTOR OF THE TOWN OF SILT, COLORADO	Action Item	Tab C Town Clerk McIntyre

	Mayor declares adjournment as the Board of Trustees and convenes as the Local Liquor Licensing Authority		
7:35 15 min	Golden Gate Petroleum of Nevada, LLC – Retail Fermented Malt Beverage liquor license	Public Hearing	Tab D Town Clerk McIntyre
	Mayor declares adjournment as the Local Liquor Licensing Authority and reconvenes as the Board of Trustees		
7:50 10 min	Ordinance No. 1 Series 2020, AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY APPLICATION FOR A TOWN OF SILT PERMIT OR LICENSE RELATED TO A MEDICAL MARIJUANA DISPENSARY OR A RETAIL MARIJUANA DISPENSARY PURSUANT TO THE AUTHORITY GRANTED BY ARTICLE 12, Section 43.3 AND ARTICLE 12, SECTION 43.4, RESPECTIVELY, OF THE COLORADO CONSTITUTION; DIRECTING THE PROMPT INVESTIGATION OF THE TOWN'S REGULATORY AUTHORITY OVER SUCH BUSINESSES; DECLARING THE INTENTION OF THE TOWN BOARD TO CONSIDER THE ADOPTION OF APPROPRIATE TOWN REGULATIONS WITH RESPECT TO SUCH BUSINESSES IF PERMITTED BY LAW; AND DECLARING AN EMERGENCY	Public Hearing	Tab E Administrator Layman
8:00 20 min	Water/Wastewater System Improvement fee and EQR discussion	Info Item	Tab F Director Aluise
8:20 5 min	2020 Regular Municipal Election update	Info Item	Tab G Town Clerk McIntyre
8:25 5 min	Announce winner of Exterior Christmas Decoration contest	Action Item	Tab H Administrator Layman
8:30 20 min	Request for Support: Census 2020 Complete Count Committee – Jenn Ooten	Action Item	Tab I Administrator Layman
8:50 10 min	Resolution No. 5, Series 2020, A RESOLUTION ADOPTING THE AMENDED PARTICIPATION AGREEMENT FOR THE COLORADO RETIREMENT ASSOCIATION RETIREMENT PLAN AND TRUST AGREEMENT	Action Item	Tab J Administrator Layman and Treasurer Tucker
9:00 5 min	November 2019 financials and balance sheets	Info Item	Tab K Treasurer Tucker
9:05 5 min	Administrator and Staff reports	Info Item	Tab L Administrator Layman
9:10 10 min	Updates from Board / Board Comments		
9:20 10 min	Executive Session – For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f)		
9:30	Adjournment		

The next regularly scheduled meeting of the Silt Board of Trustees is Monday, January 27, 2020. 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.

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
DECEMBER 9, 2019 – 7:00 P.M.**

The Silt Board of Trustees held their regularly scheduled meeting on Monday, December 9, 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 Trustee Sam Walls
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Also present were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Community Development Director Janet Aluise, Public Works Director Trey Fonner, Utilities Director Jack Castle, Chief of Police Mike Kite, Town Attorney Michael Sawyer and members of the public.

Pledge of Allegiance and Moment of Silence

Consent Agenda

- 1) Minutes of the November 25, 2019 Board of Trustees meeting
- 2) **Resolution No. 36, Series 2019**, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT TO SET VARIOUS TOWN FEES AND DEPOSITS FROM JANUARY 1, 2020 TO DECEMBER 31, 2020

Mayor Pro-tem Knott made a motion to approve the consent agenda as presented. Trustee Prieto 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 – There were no agenda changes.

Interview for Planning & Zoning Commission member – Brittany Cocina

Brittany Cocina introduced herself and explained why she would like to sit on the Planning Commission. The Board interviewed Ms. Cocina for one of the vacancies.

Trustee Seifert made a motion to appoint Brittany Cocina to the Planning & Zoning Commission vacancy. Trustee Walls seconded the motion, and the motion carried unanimously.

Water/Wastewater System Improvement fee and EQR discussion – Michael Erion

Director Aluise stated that staff had been asked by an applicant to reduce the tap fees per unit as they feel that the rates are too high. Staff recognized that the code had not been reviewed for several years and that it would be best to have the EQR schedule and tap fees reviewed to see if the town was in line with its current rates. Present tonight was Town Water Engineer Michael Erion with Resources Engineering to go over his report.

Mr. Erion went over the existing water system and the 30-year capital investment costs with the Board. The Board discussed how these fees are necessary to maintain our system. Mr. Erion concluded by recommending that the tap fees increase from \$5835.98 to \$9875 per EQR and to phase that increase in over a 3-year period.

Discussion on limiting the number of marijuana businesses

Director Aluise provided an overview of the zoning code for marijuana businesses in town as requested by the board. Attorney Sawyer also went over use by right and the special use permit process and how the board should handle them. There was discussion regarding the current number of stores in town and how to address potential special use permits in the future. There was also discussion regarding the possibility of imposing a moratorium or limiting the number of licenses for marijuana businesses. Attorney Sawyer stated that the board could indeed impose a moratorium in order to give staff time to enhance its regulations related to how the town licenses marijuana businesses or how special use permits are issued. Mayor Richel opened this discussion up for public comment.

Mark Mayasich asked if any comparative analysis had been done in regards to the amount of revenue that the Town of Silt is making compared to surrounding areas and if not, how does the town know they are maxing out their need for more stores. He added that cannabis is legal and that it would provide more revenue for the town and help the community. He also stated that if all requirements are met, why should there be a need to scrutinize it.

Renee Grossman, owner of High Q stated that she opened in 2014 and explained the changes in the industry since she opened in Silt. She added that certain towns were suffering and that marijuana has been good for them economically but it has reshaped their identities. Ms. Grossman stated that another store would not be consistent with the values of the town and does not believe Silt could support another one and that it could potentially be very disruptive.

Chris Classen stated that the board should look at its zoning as it limits the number of stores in town.

Mike Yorty stated that the board should watch the old videos of when marijuana came before the board years ago. He added that there are still a lot of people who do not like having two stores in town and not sure what will happen with a third.

Jason Grangroth stated that he is against any more marijuana stores coming into this town adding that his morals do not line up with it. He asked that the board limit the number of stores if possible to two.

Tonya Walls stated that she speaks for a lot of people and that two is all we need. She added that she does not want Silt to be like Parachute or Debeque.

Mayor Pro-tem Knott stated that the majority of people that he talks to do not want any additional stores. He added that maybe the board should discuss limiting the number of licenses in town and that he wants to grow the economy here but that a majority of the people do not want to do it with marijuana. Trustee Seifert also stated that most of the people that he has spoken with only want two stores.

Mayor Richel stated that he agrees with Mayor Pro-tem Knott and that he is favor of moving forward with a moratorium to give staff time to draft an ordinance that would limit the number of marijuana businesses or locations where they could go. He believes that the town does not need more than the current two businesses. Trustee Prieto stated that she agrees with the others and that two businesses are enough.

Staff was directed to bring an emergency ordinance to the January 13, 2020 meeting that will address both zoning and licensing of marijuana businesses.

Administrator Layman contacted Treasurer John Lewis and Assistant Treasurer Amie Tucker by phone for the upcoming financial items.

Second reading of **Ordinance No. 10, Series 2019**, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ACTIVITY ENTERPRISE, AUTHORIZING LOANS EVIDENCED BY NOTES FOR THE PURPOSES OF (I) REFUNDING OUTSTANDING BONDS OF THE TOWN AT LOWER INTEREST RATES AND (II) FUNDING WASTEWATER CAPITAL IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE LOANS FROM THE NET REVENUE DERIVED FROM THE OPERATION OF THE TOWN'S WATER AND WASTEWATER SYSTEM COMPRISING THE ENTERPRISE; AND APPROVING DOCUMENTS AND OTHER DETAILS IN CONNECTION WITH THE LOANS

Administrator Layman refreshed everyone on the benefits of the refinance. He added that bond counsel has stated that everything is looking good and that he recommends approval.

The public hearing opened at 8:31 p.m. There were no public comments and the hearing closed at 8:31 p.m.

Attorney Sawyer pointed out a typo in the title to be corrected in the motion tonight.

Mayor Pro-tem Knott made a motion to approve second reading of Ordinance No. 10, Series 2019, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ACTIVITY ENTERPRISE, AUTHORIZING LOANS EVIDENCED BY NOTES FOR THE PURPOSES OF (I) REFUNDING OUTSTANDING BONDS OF THE TOWN AT LOWER INTEREST RATES AND (II) FUNDING WASTEWATER CAPITAL IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE LOANS FROM THE NET REVENUE DERIVED FROM THE OPERATION OF THE TOWN'S WATER AND WASTEWATER SYSTEM COMPRISING THE ENTERPRISE; AND APPROVING DOCUMENTS AND OTHER DETAILS IN CONNECTION WITH THE LOANS with a correction to the word refunding in the title. Trustee Walls seconded the motion, and the motion carried unanimously.

Resolution No. 32, Series 2019, A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF SILT, COLORADO FOR THE 2019 BUDGET YEAR

Administrator Layman stated that the town would like to purchase a plow truck and pay off a police car with savings from the 2019 budget. He added that by making these purchases this year it would free up money in 2020. Treasurer Lewis stated that the funds are still in line with the budget, that it would not be over expended and that we would still be in compliance with State regulations.

The public hearing was opened at 8:37 p.m. There were no comments and the hearing was closed at 8:37 p.m.

Trustee Seifert made a motion to approve Resolution No. 32, Series 2019, A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF SILT, COLORADO FOR THE 2019 BUDGET YEAR. Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously.

Resolution No. 33, Series 2019, A RESOLUTION TO ADOPT THE TOWN OF SILT'S BUDGET FOR CALENDAR YEAR 2020, APPROPRIATE FUNDS AND LEVY PROPERTY TAX

Administrator Layman went over his power point presentation on the 2020 budget. He added that he feels this budget will go a long way in moving forward with the priorities discussed by the Board at their retreat.

The public hearing was opened at 9:00 p.m. There were no comments and the hearing was closed at 9:00 p.m.

Mayor Pro-tem Knott made a motion to approve Resolution No. 33, Series 2019, A RESOLUTION TO ADOPT THE TOWN OF SILT'S BUDGET FOR CALENDAR YEAR 2020, APPROPRIATE FUNDS AND LEVY PROPERTY TAX. Trustee Brintnall seconded the motion, and the motion carried unanimously.

Mayor Richel declared adjournment as the Board of Trustees and convened as the Silt Housing Authority.

Resolution No. 34, Series 2019, A RESOLUTION TO ADOPT THE SILT HOUSING AUTHORITY BUDGET FOR CALENDAR YEAR 2020 AND APPROPRIATE FUNDS

Administrator Layman went over this information during his budget presentation and recommended approval. There was discussion regarding the budgeted amount for water/sewer and there was a consensus to increase it by \$5000 to \$16,800.

The public hearing was opened at 9:07 p.m. There were no comments and the hearing was closed at 9:07 p.m.

Commissioner Walls made a motion to approve Resolution No. 34, Series 2019, A RESOLUTION TO ADOPT THE SILT HOUSING AUTHORITY BUDGET FOR CALENDAR

YEAR 2020 AND APPROPRIATE FUNDS with a change to add \$5000 to line item 015-0000-496-0255 bringing it up to \$16,800. Commissioner Knott seconded the motion, and the motion carried unanimously.

Mayor Richel declared adjournment as the Silt Housing Authority and convened as the Silt Urban Renewal Authority.

Resolution No. 35, Series 2019, A RESOLUTION TO ADOPT THE SILT URBAN RENEWAL AUTHORITY BUDGET FOR CALENDAR YEAR 2020 AND APPROPRIATE FUNDS

Administrator Layman stated that they have gone over this budget tonight as well and there have been no changes.

The public hearing was opened at 9:10 p.m. There were no comments and the hearing was closed at 9:10 p.m.

Commissioner Richel made a motion to approve Resolution No. 35, Series 2019, A RESOLUTION TO ADOPT THE SILT URBAN RENEWAL AUTHORITY BUDGET FOR CALENDAR YEAR 2020 AND APPROPRIATE FUNDS. Commissioner Prieto seconded the motion, and the motion carried unanimously.

The Board was provided a letter from Alpine Planning on behalf of Rocky Mountain Business Association who is under contract to purchase the Town property next to Kum & Go. Attorney Sawyer explained that it is not uncommon during a contract period for an owner of a property to grant consent to the buyer to undertake various land use approvals before the sale happens. The Town has received a request for a special use permit and an application for a license to operate a retail marijuana establishment, but the Board is under no obligation to grant it.

Commissioner Prieto made a motion to direct staff not to grant permission to file permits while the town still owns the property. Commissioner Richel seconded the motion, and the motion carried unanimously.

Mayor Richel declared adjournment from the Silt Urban Renewal Authority and convened as the Board of Trustees.

Second reading of Ordinance No. 9, Series 2019, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, APPROVING THE SALE OF PROPERTY LOCATED ON HIGHWAY 6 & 24 EAST OF THE KUM & GO SERVICE STATION

Administrator Layman stated that no changes have been made to this ordinance since first reading. Attorney Sawyer stated that this is a formality that allows the town to sell this property pursuant to the contract. He added that the buyer is under a due diligence period and they could choose to terminate the contract based upon things that have happened tonight. Director Aluise stated that the property actually is located on Highway 6.

The public hearing was opened at 9:17 p.m. There were no public comments and the hearing closed at 9:17 p.m.

Trustee Seifert made a motion to approve second reading of Ordinance No. 9, Series 2019, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, APPROVING THE SALE OF

PROPERTY LOCATED ON HIGHWAY 6 & 24 EAST OF THE KUM & GO SERVICE STATION with a correction to the title to read Highway 6. Trustee Walls seconded the motion, and the motion carried with Mayor Pro-tem Knott and Trustee Prieto voting nay.

Golden Gate Petroleum of Nevada, LLC Fermented Malt Beverage license application – Notice of public hearing

Town Clerk McIntyre explained to the Board that according to Silt Municipal Code, upon receipt of a completed application for a new liquor license the Licensing Authority must be made aware of the upcoming public hearing. She stated that they would be seeing the application for the Golden Gate Petroleum Fermented Malt Beverage off-premise license on the January 13, 2020 agenda.

Administrator and Staff reports

Chief Kite stated that Off-Highway Vehicles (OHV's) and now officially allowed on Town streets. He asked that residents come down to town hall and get a copy of the regulations for riding them in town along with a town issued sticker. Chief Kite also stated that OHV's are allowed to cross the State highway but not travel on it.

Updates from Board / Board comments

The Board thanked staff for their hard work on the budget and wished everyone a happy holiday. Trustee Brintnall reminded everyone of Sitting with Santa this coming Friday. Mayor Pro-tem Knott asked if staff could maybe put up more Christmas lights on Main Street adding that there is local business support to help financially if necessary.

Mayor Richel stated that he met with the LoVa trail people and they had asked if the town would be in support of them when they go before the Board of County Commissioners to ask for \$300,000 to finish a portion of the trail through South Canyon. He added that once that portion is complete then they would focus on the portion of the trail between New Castle and Silt on the north side of Highway 6.

Mayor Richel adjourned for a break at 9:29 p.m. and reconvened at 9:38 p.m.

Executive Session

Trustee Prieto made a motion to go into an executive session for a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. Section 24-6-402(4)(b). Trustee Brintnall seconded the motion, and the motion carried unanimously. The board adjourned to executive session at 9:39 p.m.

At the end of executive session, Mayor Richel made the following statement: “The time is now 9:54 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, Jerry Seifert, Dina Prieto, Kyle Knott, Sam Walls, Justin Brintnall, Jeff Layman, Sheila McIntyre, Trey Fonner and Michael Sawyer. 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

Trustee Prieto made a motion to adjourn. Trustee Seifert seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 9:56 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre, CMC
Town Clerk

Keith B. Richel
Mayor

**TOWN OF SILT
RESOLUTION NO. 1
SERIES OF 2020**

**A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICES PER
C.R.S. SECTION 24-6-402(2)(c)**

WHEREAS, C.R.S. Section 24-6-402(2)(c) requires the Town to annually designate the public place for posting notices to comply with the Open Meetings Law; and

WHEREAS, the Town of Silt, Colorado wishes to designate the bulletin board located outside the front entrance of the Town of Silt offices located at 231 N. 7th Street as its official public place for posting notices in compliance with the Open Meetings Law, effective January 1, 2019; and

WHEREAS, the Town of Silt, Colorado also posts notices on its website at: www.townofsilt.org; and

WHEREAS, the State Statutes require one posting place within the boundaries of the Town of Silt, Colorado; and

WHEREAS, the Town of Silt, Colorado desires to continue all procedures to insure that meetings are open to the public and encourages input from its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT THAT:

Section I. Designation – The Board of Trustees of the Town of Silt, Colorado hereby designates the bulletin board located outside the front entrance of Town Hall as its official public place for posting notices in compliance with the Open Meetings Law for the year 2019.

Section II. The meeting notice will be posted at the location identified in Section I above not less than 24 hours before the commencement of the posted meeting.

Section III. Meeting notices will also be posted on the Town of Silt website at: www.townofsilt.org.

Section IIII. This Resolution shall take effect immediately upon its passage.

INTRODUCE, APPROVED AND ADOPTED this 13th day of January, 2020.

TOWN OF SILT

ATTEST:

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
RESOLUTION NO. 2
SERIES OF 2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING BLAIR
AND ASSOCIATES AS THE TOWN AUDITOR; RESOURCE
ENGINEERING, INC. AS THE TOWN WATER ENGINEER AND
MICHAEL SAWYER AS THE TOWN WATER ATTORNEY OF THE
TOWN OF SILT, COLORADO**

WHEREAS, the Board of Trustees of the Town of Silt, Colorado, has the authority to appoint the Town Auditor, Town Water Engineer, and Town Water Attorney annually in accordance with the Silt Purchasing and Procurement Policy; and

WHEREAS, the Town Auditor, the Town Water Engineer and Town Water Attorney have served the Town in a manner that does not require any change.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, that

As is required by the Purchasing and Procurement Policy of the Town of Silt, BLAIR AND ASSOCIATES is hereby appointed to serve as the Town Auditor, RESOURCE ENGINEERING, INC. is hereby appointed to serve as the Town Water Engineer, and MICHAEL SAWYER is hereby appointed to serve as the Town Water Attorney for the Town of Silt for the term beginning January 1, 2020 through December 31, 2020. The compensation for each of these appointed positions is established by the Town of Silt general operating budget.

INTRODUCED, APPROVED AND ADOPTED this 13th day of January, 2020.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
RESOLUTION NO. 3
SERIES 2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING AMIE
TUCKER AS THE TOWN TREASURER OF THE TOWN OF SILT,
COLORADO**

WHEREAS, The Board of Trustees of the Town of Silt, Colorado, has the authority to appoint the Town Treasurer in accordance with the Silt Municipal Code, the Home Rule Charter and the Colorado Revised Statutes

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
TRUSTEES OF THE TOWN OF SILT, COLORADO, that**

Subject to the provisions of the Silt Municipal Code and Home Rule Charter, AMIE TUCKER is hereby appointed to hold the office of TOWN TREASURER in the Town of Silt for the term beginning January 13, 2020 and until her successor is appointed and qualified, unless sooner removed as provided by law or ordinance. The compensation that such appointed officer is entitled to receive for her services in such position has been established per the Town of Silt general operating budget.

ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 13th day of January, 2020.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre

**TOWN OF SILT
RESOLUTION NO. 4
SERIES OF 2020**

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR
A MULTIMODAL OPTIONS FUND GRANT IN THE AMOUNT OF
\$201,599.75, FOR A TOTAL PROJECT COST OF \$403,199.50, IN
ORDER TO OFFSET THE COSTS ASSOCIATED WITH
DESIGNING AND ENGINEERING THE PEDESTRIAN OVERPASS
OVER INTERSTATE-70, RIVER FRONTAGE ROAD AND THE
UNION PACIFIC RAILROAD WITHIN THE TOWN OF SILT,
GARFIELD COUNTY, STATE OF COLORADO**

WHEREAS, the Town of Silt ("Town") is a municipal corporation, i.e. political subdivision, of the State of Colorado, and therefore is an eligible applicant for a Multimodal Options Fund (MMOF) Grant awarded by Colorado Department of Transportation through the Inter Mountain Transportation Planning Region (IMTPR)

WHEREAS, the Town has submitted a Multimodal Options Fund Application for the Town of Silt Pedestrian Overpass Project, requesting an award of \$201,599.75 from IMTPR, with an overall budget of \$403,199.50 for such project; and

WHEREAS, the MMOF Grant would allow for the Town to design and engineer the pedestrian overpass, as well as applicable portions of the Interstate-70 acceleration ramp and deceleration ramp on the west side of the existing Interstate-70 interchange; and

WHEREAS, the Town believes that the timing of this design and engineering project is critical to the safety of the Town's citizens, visitors, and businesses, as the proposed pedestrian overpass will eliminate the unsafe conflict points and narrow passageways; and

WHEREAS, the Board recognizes that such grant would help relieve the general fund of the cost of such improvements, as the Town has historically struggled with lack of sales tax and property tax to design and engineer for such improvements; and

WHEREAS, the Town Board of Trustees ("Board") supports staff in its grant application for the Multimodal options fund Grant and if funded, ensures that such project will be complete as per the grant guidelines, which includes negotiation of an intergovernmental agreement and submittal of associated documents: and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT COLORADO, that:

Section 1

- 1) The above recitals are hereby incorporated as findings by the Town of Silt;
- 2) The Board strongly supports the Multimodal options fund Grant application in the total amount of \$403,199.50, with a contribution from the Town's general fund in the amount of \$201,599.75 for the Interstate-70 Pedestrian Overpass Improvement Project;
- 3) If the grant is awarded, the Board strongly supports the completion of the Interstate-70 Pedestrian Overpass Improvement Project;
- 4) The Board authorizes the expenditure of in-kind labor and budget funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement/Intergovernmental Agreement with the Multimodal Options Fund for the Interstate-70 Pedestrian Overpass Improvement Project;
- 5) If a grant is awarded, the Board hereby authorizes Town Administrator Jeff Layman to sign the MMOF Agreement/Intergovernmental Agreement with the Colorado Department of Transportation.

Section 2

This resolution will be in full force and effect from and after its passage and approval.

INTRODUCED, READ, PASSED, AND ADOPTED this 13th, day of January 2020.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
January 13, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Resolution No. 6, Series 2020, A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ANGELA ROFF, P.C. AS THE SILT MUNICIPAL COURT PROSECUTOR OF THE TOWN OF SILT, COLORADO

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

RECOMMENDATION: Staff recommends approval of Resolution No. 6

SUMMARY AND BACKGROUND OF SUBJECT MATTER: It has been several years since the Town has put this position out to bid. The Town entertained bids and conducted interviews after which time Angela Roff was selected to be the new prosecutor for the Town of Silt. Her duties will begin immediately as she prepares for our January 17 court.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY:

PRESENTED BY: Town Clerk, Sheila McIntyre

DOCUMENTS ATTACHED: Resolution No. 6 and Agreement for Professional Services between the Town of Silt and Angela Roff, P.C.

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk

REVIEWED BY:



Jeff Layman, Town Administrator

**TOWN OF SILT
RESOLUTION NO. 6
SERIES 2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH ANGELA ROFF,
P.C. AS THE SILT MUNICIPAL COURT PROSECUTOR OF THE TOWN
OF SILT, COLORADO**

WHEREAS, the Board of Trustees of the Town of Silt, Colorado, has the authority to approve contracts in accordance with the Home Rule Charter and Silt Municipal Code; and

WHEREAS, the Board of Trustees desires to appoint Angela Roff, P.C. as the Silt Municipal Court Prosecutor pursuant to Section 8-2 of the Silt Town Charter; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, that

1. The above recitals are hereby incorporated as findings by the Town of Silt.
2. The Board of Trustees hereby appoints Angela Roff, P.C. as the Silt Municipal Court Prosecutor with all the duties, authority and responsibilities set forth in the Town of Silt Home Rule Charter and Silt Municipal Code.
3. The Board of Trustees hereby approves the Agreement for Professional Services with Angela Roff, P.C. in the form attached hereto as Exhibit A, as it may be amended from time to time.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 13th day of January 2020.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this _____ day of _____, 20__, between the TOWN OF SILT, COLORADO, a home rule municipality (the “Town”) and the LAW OFFICE OF ANGELA ROFF, P.C., a Colorado professional corporation (“Independent Contractor”).

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Independent Contractor agrees to perform Municipal Court Prosecutor services for the Town. Independent Contractor’s duties shall be as described in the Town’s Charter and Municipal Code, which is incorporated herein by this reference.

2. Consideration/Compensation. The Town agrees to pay Independent Contractor the following rate: Angela Roff \$175.00 per hour, legal assistant employed by Independent Contractor \$75.00 per hour. Independent Contractor will not charge for travel, telephone, faxes or supplies.

3. Agreement Subject to Appropriations. It is expressly understood and agreed that the Town’s performance of this Agreement is subject to appropriations being made by the Board of Trustees of the Town of Silt. In the event the Board of Trustees fails to make or maintain sufficient appropriations to pay any costs incurred under this Agreement, the Agreement shall be terminated immediately.

4. Status. Independent Contractor is an independent contractor and shall not be considered an employee or agent of the Town for any purpose. Pursuant to Colorado Revised Statutes (C.R.S.) §§ 8 40 202(2)(b)(II) and 8 70 115(1)(c), the Parties agree that the Town will not:

- (a) Require the Independent Contractor to work exclusively for the Town;
- (b) Establish a quality standard for the Independent Contractor, oversee the actual work or instruct the Independent Contractor as to how the work is to be performed, except the Parties agree that the Independent Contractor's services will be consistent with generally accepted industry standards for the Independent Contractor's customary services;
- (c) Pay the Independent Contractor a salary, but rather will pay only the compensation stated in paragraph 2;
- (d) Provide more than minimal training for the Independent Contractor;

(e) Dictate the time of performance, except that a range of mutually agreeable work hours may be established through an agreement mutually acceptable to both parties for particular work the Independent Contractor accepts from the Town; or

(f) Combine its business operations in any way with the Independent Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

5. Standard of Care. The standard of care applicable to the Independent Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

6. Insurance and Indemnity. The Town shall insure and/or bond the Independent Contractor for all responsibilities, obligations and duties to be performed within the scope of her services to the Town as Municipal Court Prosecutor. The Town will not include Independent Contractor for automobile liability insurance, workers compensation insurance, or for personal or property injuries arising out of Independent Contractor's duties. Independent Contractor shall supply Town with proof on insurance for general liability and professional liability and workers compensation policies. The Town will not include the Independent Contractor as an insured under any other insurance policies or benefits generally available to employees but not available to independent contractors. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents.

7. No Withholdings or Benefits. As provided in C.R.S. §§ 8-40-202(2)(b)(IV) and 8-70-115(2), the Independent Contractor expressly agrees that, as an independent contractor, the Independent Contractor is not entitled to any employee benefits from the Town, including, but not limited to, any employer withholdings or liability for: taxes, FICA, Medicare or Medicaid; medical or disability insurance; vacation or leave; pension; unemployment insurance; or worker's compensation insurance (collectively, "Employee Benefits"). The Independent Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the parties' contractual relationship.

8. Governmental Immunity. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

9. Termination. The Town or the Independent Contractor may terminate this Agreement at any time, with or without cause, by providing sixty (60) calendar days' written notice to the other party. In the event this Agreement is terminated, Independent Contractor shall be compensated for all work performed to date.

10. Agreement Administration and Notice. For purposes of administering this Agreement, the Town hereby appoints the Mayor to represent the Town in carrying out the

purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town: Mayor, Town of Silt, Colorado
231 North 7th Street
P.O. Box 70
Silt, CO 81652

To Independent Contractor: Law Office of Angela Roff, P.C.
817 Colorado Avenue
Suite 206
Glenwood Springs, CO 81601
Phone: 970/928-0970
email: angela@roff-law-office.com

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

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

14. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Independent Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____.

TOWN OF SILT, COLORADO

By: _____
Keith Richel, Mayor

ATTEST

Sheila McIntyre, Town Clerk

APPROVED AS TO SUBSTANCE:

By: _____
Jeff Layman, Town Administrator

APPROVED AS TO FORM:

By: _____
Michael J. Sawyer, Town Attorney

Angela M. Roff

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing Agreement for Professional Services was acknowledged before me this _____, by Angela M. Roff.

Witness my hand and official seal.

Notary Public

TOWN OF SILT
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Independent Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Independent Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Independent Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Independent Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2. Independent Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, “E-Verify Program”) or will participate in the “Department Program” as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Independent Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.

4. Independent Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Independent Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Independent Contractor shall be required to:

(a) notify the subcontractor and the Town within three (3) days that Independent Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Independent Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. If Independent Contractor participates in the Department Program, Independent Contractor shall provide a notarized written affirmation to the Town that Independent Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other

requirements of the Department Program. (A sample contract affirmation maybe obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)

7. Independent Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to its legal authority.

8. Nothing in this Addendum shall be construed as requiring Independent Contractor to violate any terms of participation in the E-Verify Program.

9. If Independent Contractor violates this Addendum, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Independent Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

DATE: _____

Angela M. Roff

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
January 13, 2020**

AGENDA ITEM SUMMARY

SUBJECT: New application for a Retail Fermented Malt Beverage Off-Premise liquor license for Golden Gate Petroleum

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

RECOMMENDATION: Staff recommends approval of the Retail Fermented Malt Beverage Off-Premise liquor license for Golden Gate Petroleum.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Golden Gate Petroleum has applied for a Retail Fermented Malt Beverage Off-Premise liquor license at their new location at 520 Frontage Road. Staff has determined that the application is complete and that all appropriate fees have been paid. The application has also been reviewed by the Town Attorney and Chief of Police, has been reviewed concurrently by State Liquor Enforcement. The applicant hired a company to circulate a Needs of the Neighborhood petition where they gathered signatures from Silt businesses and residents. The outcome of the petitions showed support of the liquor license.

FUNDING SOURCE: N/A

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A

ORIGINATED BY: Golden Gate Petroleum

PRESENTED BY: Sheila McIntyre

DOCUMENTS ATTACHED: Liquor license application and supporting documents

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:

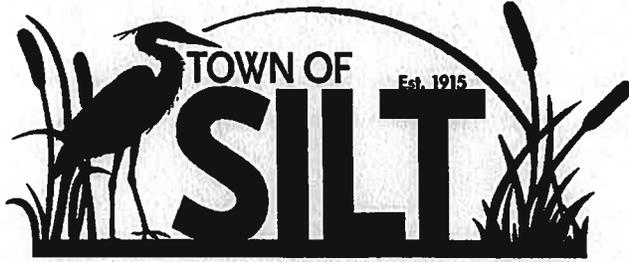
REVIEWED BY:



Sheila M. McIntyre, Town Clerk, CMC



Jeff Layman, Town Administrator



231 N. 7th Street / P.O. Box 70 / Silt, CO 81652
Phone: 970-876-2353 / Fax: 970-876-2937

November 25, 2019

Colorado Dept. of Revenue
LIQUOR ENFORCEMENT DIVISION
1697 Cole Boulevard, Suite 200
Golden, CO 80401

Dear Liquor License Administrator,

Please find enclosed the Retail Fermented Malt Beverage Off-Premises Liquor License Application for Golden Gate Petroleum of Nevada, LLC. The applicant has also paid the concurrent review amount of \$100 so that this application can be reviewed by the State while the Town of Silt goes through its standard licensing process.

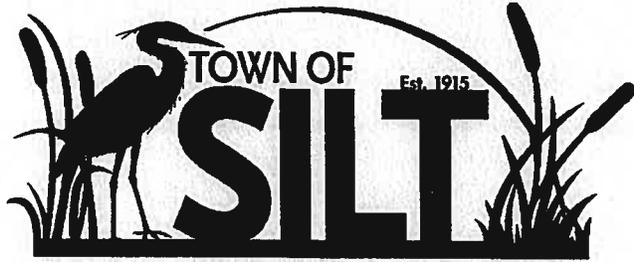
Enclosed please find the appropriate fees in the amount of \$1746.25 to cover the application fee for a new license with concurrent review. Golden Gate Petroleum is scheduled to appear before the Silt Board of Trustees on January 13, 2020 for approval by the local licensing authority.

Please feel free to call me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sheila M. McIntyre', is written over the typed name.

Sheila M. McIntyre
Town Clerk, CMC



231 N. 7th Street / P.O. Box 70 / Silt, CO 81652
Phone: 970-876-2353 / Fax: 970-876-2937

November 25, 2019

Colorado Bureau of Investigation
690 Kipling Street, Suite 3000
Denver, CO 80215-9901
Attn: CCIC

Dear CCIC,

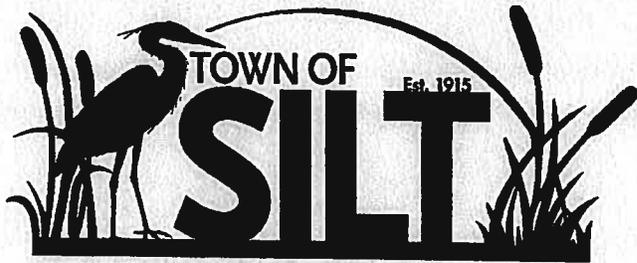
Please find enclosed two fingerprint cards for Dennis O'Keefe for your review for a new liquor license in the Town of Silt. Also enclosed is a business check in the required amount of \$38.50.

Please contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Sheila M. McIntyre". The signature is written in a cursive style.

Sheila M. McIntyre
Town Clerk, CMC



COPY

231 N. 7th Street / P.O. Box 70 / Silt, CO 81652
Phone: 970-876-2353 / Fax: 970-876-2937

December 19, 2019

Golden Gate Petroleum of Nevada, LLC
16580 Wedge parkway #300
Reno, NV 89511

Dear applicant,

On November 19, 2019 the Town of Silt received your application for a Fermented Malt Beverage off-premise liquor license for your new store at 520 River Frontage Road and it was deemed complete on November 25, 2019. Staff has processed your application and has determined that all information required has been provided. Your application has been reviewed by not only myself, but by our Town Attorney and Chief of Police and was also mailed to the State for concurrent review.

Staff feels that there are no outstanding issues with this application. Please be sure to have your signed Needs of the Neighborhood petitions to me no later than January 6, 2020 so that the information from them can be included in staffs' report to the Board.

The Board of Trustees will be reviewing your application at their January 13, 2020 meeting at 7:00 pm. Your presence or that of a representative at this meeting is required so that the Board can discuss your application with you and ask any questions that they might have. Staff will be recommending approval of your application at that time.

Should you have any questions prior to the meeting, please do not hesitate to contact me at 876-2353 ext. 102.

Sincerely yours,

Sheila M. McIntyre
Town Clerk, CMC

**NOTICE FOR APPLICATION
FERMENTED MALT BEVERAGE LICENSE**

NOTICE IS HEREBY GIVEN that Golden Gate Petroleum of Nevada, LLC, has made application to the Silt Board of Trustees for a Fermented Malt Beverage License for the sale of Retail beer for consumption off premises, located at 520 River Frontage Road, Town of Silt, County of Garfield, State of Colorado.

A hearing will be held at 7:00 p.m. on Monday, January 13, 2020, at the Silt Municipal Building at 231 N. 7th St., Silt, Colorado to determine if this application should be approved.

Information may be obtained up to 5:00 p.m. the date of the hearing and all persons desiring to protest the granting of this application may file their petition or remonstrances until that time.

**BY ORDER OF SILT BOARD OF TRUSTEES
BY: _____
Sheila M. McIntyre, Town Clerk, CMC
Town of Silt**

Published in the Citizen Telegram on December 26, 2019

*Oedipus, Inc.*TM

Empirical Data Services

***Golden
Gate Gas***

**520 River Frontage Road
Silt, CO 81652**

**Fermented Malt
Beverage License**

Oedipus,™ Inc.

Empirical Data Services

13 January 2020

P.O. BOX 1012
LAFAYETTE, CO 80026
303 661 0638
303 604 2862 FAX

Local Licensing Authority
Silt, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires
of the Defined Neighborhood in the Application of:

Golden Gate Gas
520 North Frontage Road, Silt, CO 81652
Fermented Malt Beverage License

• PETITION & TELEPHONE
SURVEYS
Liquor & Beer Licensir
Rezoning
Opinion Poll
Venue
Special Tax Districts
• LIQUOR LICENSE SITE &
ECONOMIC ANALYSIS

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus, Inc. management, the Oedipus, Inc. employee was briefed on the application.
2. The employee carried a clipboard with the following:
 - A. A map of the area denoting the proposed location of the licenses and the boundaries of the defined neighborhood;
 - B. Petitions allowing individuals contacted to indicate their opinion with instructions and qualifications for signing;
 - C. A stat sheet to record the opinion of those not signing and not-at-homes.
3. Business and residential petitioning was conducted on 19-21 December 2019 within the neighborhood defined by the Town Clerk's office of Silt as the town limits of the Town of Silt, Colorado.
4. Individuals were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the stat sheet.
5. Two (2) petition packets (one packet representing businesses, one packet representing residences), together with a Summary Letter and this Report were prefiled via Federal Express with the office of Ms. Sheila M. McIntyre, CMC, Town Clerk for the Town of Silt, to comply with prefiling deadline.

PETITION/OPINION POLL RESULTS

1.	<u>Total Doorknocks:</u>		
	Not-at-Homes and/or Business Owners/Managers Not Available		153
	Not Qualified to Sign		8
	Preferred to Not Participate		13
	Parties in Interest that Participated		156
	Deleted Signatures		<u>7</u>
	Total Base Figure		337
2.	<u>Qualified Contacts:</u>		
	A. <u>Signatures</u>		
	Signatures Favoring Issuance		142
	Businesses	24	
	Residences	118	
	Signatures Opposing Issuance		14
	Businesses	1	
	Residences	13	
	Total Contacts		156
	B. <u>Breakdown of Reasons of Signatures in Opposition:</u>		
	No Need	1	
	Abhorrence of Alcohol	4	
	Religious Objections	1	
	Usage Objections	2	
	Miscellaneous Reasons	5	
	No Reason Given	<u>1</u>	
	Total Signatures	14	

C. Breakdown of Signatures Favoring and Opposing:

Favoring Issuance (Based on Needs/Desires)	142	=	91.03%
Opposing Issuance (Based on Needs/Desires)	1	=	0.64%
Abhorrence of Alcohol	4	=	2.56%
Religious Objections	1	=	0.64%
Usage Objections (Commercial, Traffic, Parking, Crime)	2	=	1.28%
Other Miscellaneous Reasons	5	=	3.21%
No Reason Given	<u>1</u>	=	<u>0.64%</u>
Total Base Figure	156	=	100.00%

3. Needs and Desires Signatures:

Signatures Favoring Issuance (Based on Needs/Desires)	142	=	99.30%
Signatures Opposing Issuance (Based on Needs/Desires)	<u>1</u>	=	<u>0.70%</u>
Total Base Figure	143	=	100.00%

The petition packets are presented as follows: Petitions and affidavit.

#1 & #2 / Mark Steffek / Businesses & Residences

CATEGORIES OF SIGNATURES IN OPPOSITION

NN NEEDS & DESIRES CRITERIA:

Individuals opposed to the license application based on needs and desires criteria per the Colorado Liquor/Beer Codes (currently existing licensed establishments of a same or similar type of license now located within the defined neighborhood are meeting the reasonable requirements of the adult inhabitants of the defined neighborhood at this time).

NON NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:

Individuals opposed to the license application because they do not drink alcohol beverages, do not approve of alcohol consumption, and/or abhor alcohol.

RO RELIGIOUS OBJECTIONS:

Individuals opposed to the license application based on religious beliefs/reasons.

OBJ USAGE OBJECTIONS:

Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial usage in the neighborhood, any new growth in the neighborhood; or, individuals who think this type of business (if issued a liquor/beer license) should not be located near a residential neighborhood, church, or school, etc.; or, individuals who opposed because they are against any alcohol service at this type of facility, location, or atmosphere; or, individuals who favor the service of beer and wine but oppose the service of distilled spirits (on H&R applications).

MS MISCELLANEOUS OBJECTIONS:

Individuals opposed to the license application for other miscellaneous reasons to include: fear or concern for the possibility of drunk drivers in the area, fear or concern of resulting behavioral problems, individuals who would purchase alcohol beverages then drink and drive, sales to minors/underaged drinking, the location becoming a teen hang-out and the problems that can arise from this, and the effect it could have on family values or their family in general because they have young children or teens; or, individuals who opposed because competition is not desired or how said business may affect the livelihood of existing businesses; or, individuals who compared the "needs and desires" criteria to existing licensed outlets other than the type of license applied for.

NR NO REASON GIVEN:

Individuals who preferred to not state a reason for opposing.

Colorado Fermented Malt Beverage License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ <u>1,746.25</u> • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation <p style="text-align: center;">Golden Gate Petroleum of Nevada, LLC</p>			FEIN <p style="text-align: center;">26-1136036</p>
2a. Trade Name of Establishment (DBA) <p style="text-align: center;">Golden Gate Gas</p>		State Sales Tax No. <p style="text-align: center;">36374420</p>	Business Telephone <p style="text-align: center;">775-850-3010</p>
3. Address of Premises (specify exact location of premises) <p style="text-align: center;">520 River Frontage Road</p>			
City <p style="text-align: center;">Silt</p>	County <p style="text-align: center;">Garfield</p>	State <p style="text-align: center;">CO</p>	ZIP Code <p style="text-align: center;">81652</p>
4. Mailing Address (Number and Street) <p style="text-align: center;">16580 Wedge Parkway #300</p>		City or Town <p style="text-align: center;">Reno</p>	State ZIP Code <p style="text-align: center;">NV 89511</p>
5. Email Address <p style="text-align: center;">nkilbourn@ggpetro.com</p>			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA)		Present State License No.	Present Class of License
Present Expiration Date			
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage Beer License Fees	
<input type="checkbox"/> Application Fee for New License \$1,550.00		<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25	
<input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,650.00		<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50	
<input type="checkbox"/> Application Fee for Transfer \$1,550.00		<input checked="" type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City) \$96.25	
		<input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County) \$117.50	
		<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25	
		<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50	
		<input type="checkbox"/> Master File Location Fee \$25.00 x _____ To _____	
		<input type="checkbox"/> Master File Background \$250.00 x _____ Total _____	
Questions? Visit www.colorado.gov/enforcement/liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only			
Liability Information			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	Applicant Information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Submit originals to local authority <input type="checkbox"/> E. Additional information required by the local licensing authority
II.	Diagram of the Premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Bold/Outlined licensed premises
III.	Proof of Property Possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant ONLY (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease
IV.	Background Information (DR 8404-I) and Financial Documents <input type="checkbox"/> A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: (844) 539-5539 (toll-free) Identogo FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans.
V.	Sole Proprietor/Husband and Wife Partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI.	Corporate Applicant Information (If Applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership Applicant Information (If Applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company Applicant Information (If Applicable) <input type="checkbox"/> A. Copy of Articles of Organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes	No			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
(a) been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
(b) had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
If you answered yes to 8a, b or c, explain in detail on a separate sheet					
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____					
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:					
Landlord	Tenant	Expires			
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest	
See Attached Promissory Note					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
15. Name of Manager(s) for all on premises applicants.					
Last Name	First Name	Date of Birth			
16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.					
				<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Tax Information.					
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				<input type="checkbox"/>	<input checked="" type="checkbox"/>

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
Dennis O'Keefe	[REDACTED]	7/7/1944	Man. Mem.	100
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Dennis O'Keefe, Managing Member	Date 11-5-19
--------------------------	---	-----------------

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

Date application filed with local authority Nov 19, '19	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
--	--

Each person required to file DR 8404-I has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

- Date of Inspection or Anticipated Date _____
- Upon approval of state licensing authority
- New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied
- New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for TOWN OF SILT	Telephone Number 970-876-2353	Ext. 102	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Printed Name KEITH B RICHEL	Title Mayor	Date 11-25-19
Signature (attest) 	Printed Name SHEILA M. McINTYRE	Title TOWN CLERK	Date 11-25-19

SUPPLEMENT TO QUESTION 12

Golden Gate Petroleum of Nevada, LLC dba Golden Gate Gas also owns two current Fermented Malt Beverage licenses at the following locations:

- 780 37 3/10 Rd., Palisade, CO 81526 – License # 03-09777
- 2395 G Road, Grand Junction, CO 81505 – License # 04-01193

In addition Golden Gate Petroleum of Nevada, LLC dba Golden Gate Gas is applying for two more Fermented Malt Beverage licenses at the following locations:

- 399 29 Road, Grand Junction, CO 81501
- 520 Frontage Road, Silt, CO 81652

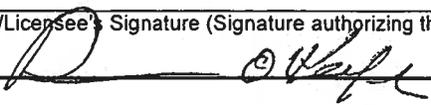
Tax Check Authorization, Waiver, and Request to Release Information

I, Dennis O'Keefe am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Golden Gate Petroleum of Nevada, LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Golden Gate Petroleum of Nevada, LLC		Social Security Number/Tax Identification Number 26-1136036	
Address 16580 Wedge Parkway #300			
City Reno		State NV	Zip 89511
Home Phone Number		Business/Work Phone Number 775-850-3010	
Printed name of person signing on behalf of the Applicant/Licensee Dennis O'Keefe			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 11-5-19

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Golden Gate Gas		Home Phone Number 775-850-3010	Cellular Number [REDACTED]	
2. Your Full Name (last, first, middle) O'Keefe, Dennis M.		3. List any other names you have used None		
4. Mailing address (if different from residence) 16580 Wedge Parkway #300, Reno, NV 89511		Email Address nkilbourn@ggpetro.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current	[REDACTED]	Reno, NV 89511	2005	Current
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
From		To		
Golden Gate Petroleum		1340 Arnold Dr. #231, Martinez, CA 94553		President/CEO
Jan 1971		Present		
Golden Gate Petroleum of Nevada, LLC		16580 Wedge Parkway #300, Reno, NV 89511		Managing Member
Oct 2007		Present		
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
Name of Licensee				
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<ul style="list-style-type: none"> • Golden Gate Petroleum of Nevada LLC for location at 780 37310 Road, Palisade, license # 4709777 - i for location at 2395 G Road, Grand Junction, license # 04-01193. 				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

FIDELITY NATIONAL TITLE COMPANY

4643 South Ulster Street, Suite 500, Denver, CO 80237

Phone: (303) 689-8200 Fax: (303) 633-1986

Buyers/Borrowers Settlement Statement
FINAL

Escrow No: F0604033 - 158 MR1 Close Date: 05/31/2019 Proration Date: 05/31/2019 Disbursement Date: 05/31/2019

Buyer(s)/Borrower(s): Golden Gate Petroleum of Nevada, LLC, a Nevada limited liability company
Seller(s): Ferguson Crossing LLC, a Colorado limited liability company

Property: 520 River Frontage Road
 Silt, CO 81652
Brief Legal: Title Parcel 2

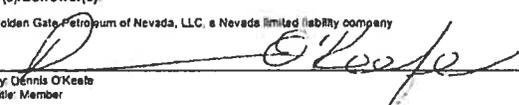
Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	1,000,000.00	
ESCROW CHARGES		
Escrow Fee to Fidelity National Title Company	275.00	
TITLE CHARGES:		
Title Insurance to Commonwealth Title Company	1,116.00	
Tax certificate to Commonwealth Title Company	15.00	
OEC to Commonwealth Title Company	32.50	
RECORDING FEES:		
Recording Fees to Clerk and Recorder	13.00	
State Tax Stamps to Clerk and Recorder	100.00	
Statement of Authority to Clerk and Recorder	13.00	
PRORATIONS AND ADJUSTMENTS:		
County Taxes from 1/1/2019 to 5/31/2019 based on the Annual amount of \$4,198.24		1,725.30
EM pass through to Seller		15,000.00
Addl EM pass through to Seller		15,000.00
Addl EM pass through to Seller		15,000.00
Addl EM pass through to Seller		15,000.00
Sub Totals	1,001,564.50	61,725.30
Balance Due From Buyer/Borrower		935,839.20
Totals	1,001,564.50	1,001,564.50

APPROVED AND ACCEPTED

Sales or use taxes on personal property not included. Fidelity National Title Company assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by Seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Escrow Holder is hereby authorized to disburse as Trustee funds as indicated.

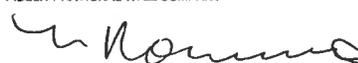
Buyer(s)/Borrower(s):

Golden Gate Petroleum of Nevada, LLC, a Nevada limited liability company

By 
Dennis O'Keefe
Title Member

Closing Agent:

FIDELITY NATIONAL TITLE COMPANY



by Mary Romano

FIDELITY NATIONAL TITLE COMPANY

4643 South Ulster Street, Suite 500, Denver, CO 80237

Phone: (303) 889-8200 Fax: (303) 633-1986

Sellers Settlement Statement
FINAL

Escrow No: F0604033 - 158 MR1 Close Date: 05/31/2019 Proration Date: 05/31/2019 Disbursement Date: 05/31/2019

Buyer(s)/Borrower(s): Golden Gate Petroleum of Nevada, LLC, a Nevada limited liability company

Seller(s): Ferguson Crossing LLC, a Colorado limited liability company

Property: 520 River Frontage Road

Silt, CO 81652

Brief Legal: Title Parcel 2

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration		1,000,000.00
PAYOFFS:		
Total Payoffs (See Attached)	494,811.06	
ESCROW CHARGES		
Escrow Fee to Fidelity National Title Company	275.00	
TITLE CHARGES:		
OEC to Commonwealth Title Company	32.50	
RECORDING FEES:		
Recording Fees to Clerk and Recorder	26.00	
Statement of Authority to Clerk and Recorder	13.00	
ADDITIONAL CHARGES:		
2016, 2017 & 2018 taxes due to Garfield County Treasurer	17,301.92	
PRORATIONS AND ADJUSTMENTS:		
County Taxes from 1/1/2019 to 5/31/2019 based on the Annual amount of \$4,198.24	1,725.30	
EM pass through to Seller	15,000.00	
Addl EM pass through to Seller	15,000.00	
Addl EM pass through to Seller	15,000.00	
Addl EM pass through to Seller	15,000.00	
COMMISSIONS:		
Commission	15,000.00	
\$15,000.00 (1.5% of \$1,000,000.00) to BRC Real Estate Corporation		
Sub Totals	589,784.78	1,000,000.00
Proceeds Due Seller	410,215.22	
Totals	1,000,000.00	1,000,000.00

APPROVED AND ACCEPTED

Sales or use taxes on personal property not included. Fidelity National Title Company assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by Seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Escrow Holder is hereby authorized to disburse as Trustee funds as indicated.

Seller(s):

Ferguson Crossing LLC, a Colorado limited liability company

Ted V. Clark

By: Ted V. Clark
Title: Manager

Broker/Agent:

BRC Real Estate Corporation
JASON KEITH
465A3B070C104C9

Closing Agent:

FIDELITY NATIONAL TITLE COMPANY

Mary Romano

by Mary Romano

FIDELITY NATIONAL TITLE COMPANY

4643 South Ulster Street, Suite 500, Denver, CO 80237

Phone: (303) 889-8200 Fax: (303) 633-1986

Sellers Settlement Statement

FINAL

Escrow No: F0604033 - 158 MR1

Close Date: 05/31/2019

Proration Date: 05/31/2019

Disbursement Date: 05/31/2019

Payoff Details

Description	Amount	Debit
Payoff to Kathryn Carson Payoff as of 5/31/19 <i>/no per diem</i>	75,533.36	
Payoff Total		75,533.36
Payoff to David J Rowley Truste dated 1/15/99 Payoff as of 5/31/19 <i>/per diem</i>	99,827.83	
Payoff Total		99,827.83
Payoff to Bill Martin and Janet Martin, JTWROS Payoff as of 5/31/19 <i>/per diem</i>	24,974.21	
Payoff Total		24,974.21
Payoff to Jeanne M. Wing and Layne K. Wing, JTWROS Payoff as of 5/31/19 <i>/per diem</i>	84,484.00	
Payoff Total		84,484.00
Payoff to Kerry Lynn Lloyd Payoff as of 5/31/19 <i>/no per diem</i>	92,751.75	
Payoff Total		92,751.75
Payoff to James H. Toomer and Kathy Toomer, JTWROS Payoff as of 5/31/19 <i>/per diem</i>	117,239.91	
Payoff Total		117,239.91
Total as shown on Settlement Statement		494,811.06

The printed portions of this form, except for bracketed additions, have been approved by the Colorado Real Estate Commission (CLE-R-11) (mandatory 1-13)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: Mar 31, 2019

1. PARTIES, PROPERTY Ferguson Crossing LLC, a Colorado limited liability company Seller, and Golden Gate Petroleum of Nevada, LLC, a Nevada limited liability company

Buyer, engage Fidelity National Title Company, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. 370 River Frontage Road, Silt, CO 81652, and more fully described in the Contract to Buy and Sell Real Estate, dated February 22, 2018, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company Agrees Does Not agree that upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company Agrees Does Not agree to furnish copies of Exceptions.

3. INFORMATION, PREPARATION, CLOSING, RECORDING. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare, (excluding legal documents), deliver, and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. CLOSING FEE. Closing Company will receive a fee of \$350.00 for providing closing settlement services (Closing Fee)

5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9, 10 and 11.

6. DISBURSER. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing can assure that payoff of loans and other disbursements will actually be made.

7. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated: Cashier's Check, at Seller's expense Funds Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense Closing Company's trust account check.

8. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

9. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before the Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust, or other evidence of indebtedness signed by Buyer, will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

10. RETURN OF EARNEST MONEY. Except as otherwise provided in § 11, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

11. EARNEST MONEY DISPUTE. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole subjective discretion, has several options: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

12. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

13. CHANGE IN OWNERSHIP OF WATER WELL: Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.

14. WITHHOLDING. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller is either of the following: (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

15. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

16. COUNTERPARTS. This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

17. **BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission

18. **NOTICE, DELIVERY AND CHOICE OF LAW.**

18.1. **Physical Delivery.** Except as provided in § 18.2, all notices must be in writing. Any notice to Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

18.2. **Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notices may be delivered in electronic form by the following indicated methods only: Facsimile E-mail Interjet No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

18.3. **Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado Residents who sign a contract in this state for a property located in Colorado.

SELLER:

Ferguson Crossing LLC, a Colorado limited liability company

By: Ted V. Clark
Title: Manager
Date: 5/31/19

BUYER:

Golden Gate Petroleum of Nevada, LLC, a Nevada limited liability company

By: Dennis O'Keefe
Title: Member
Date: 5/30/19

Closing Company: Fidelity National Title Company

Authorized Signature: [Signature] Title: [Blank] Date: May 31, 2019

Address: 4643 South Ute Street, Suite 500

Denver, CO 80237

Phone No.: (303) 889-8200

Fax No.: (303) 623-1986

Electronic Address: [Blank]

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

BRC Real Estate Corporation (Broker)

Working with Seller Working with Buyer engages Closing Company as Broker's scrivener to complete, the following legal documents:

Deed Bill of Sale Colorado Real Estate Commission approved Promissory Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Brokerage Firm's Name: BRC Real Estate Corporation
Broker's Name: Jason Keith
Broker's Signature: [Signature] Date: May 31, 2019

Date: May 31, 2019
Closing Company's Name: Fidelity National Title Company
Authorized Signature: [Signature] Title: [Blank] Date: May 31, 2019

SPECIAL WARRANTY DEED

THIS DEED, Made this 31st day of May, 2019 between

Ferguson Crossing LLC, a Colorado limited liability company
of the County of Mesa and State of COLORADO, grantor(s), and
Golden Gate Petroleum of Nevada, LLC, a Nevada limited liability company
whose legal address is 16580 Wedge Parkway, #300 Reno, NV 89511
of the County of Washoe, State of Nevada, grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of One Million Dollars and No/100's (\$1,000,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the City and County of Garfield, State of COLORADO, described as follows:

Title Parcel 2
Lot Line Adjustment Plat of Ferguson Crossing LLC Properties
In the Town of Silt
According to the plat thereof recorded August 20, 2013 as Reception No. 839516

Doc Fee
\$ 100.00

also known by street and number as 520 River Frontage Road, Silt, CO 81652

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

SELLER:

Ferguson Crossing LLC,
a Colorado limited liability company

Ted V. Clark
By: Ted V. Clark
Title: Manager

STATE OF COLORADO
COUNTY OF Mesa

} ss:

The foregoing instrument was acknowledged before me this 31st day of May, 2019 by Ted V. Clark as Manager of Ferguson Crossing LLC, a Colorado limited liability company

Nickole Mozell Brown
Notary Public

Witness my hand and official seal
My Commission expires:

NICKOLE MOZELL BROWN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20154019213
My Commission Expires May 14, 2023

County of Mesa



Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, That Ferguson Crossing LLC, a Colorado limited liability company of the County of Garfield, in the State of COLORADO, of the first part, for and in consideration of TEN DOLLARS and other valuable consideration to them in hand paid at or before the ensembling or delivery of these presents by Golden Gate Petroleum of Nevada, LLC, a Nevada limited liability company,

of the County of Garfield in the State of COLORADO, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey unto said parties of the second part, their executors, administrators, successors or assigns, the following property, goods and chattels, to wit:

2.5 – Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1 Inclusions - Attached. If attached to the Property on the date of this contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating, and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), and garage door openers (including N/A remote controls). If checked, the following are owned by the seller and are included. (leased items should be listed under Due Diligence Documents): None Solar Panels Water Softeners, Security Systems, Satellite Systems (including satellite dishes) If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2 Inclusions – Not Attached. If on the Property whether attached or not on the date of this contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds carbon monoxide alarms, smoke and fire detectors and all keys.

2.5.3. The Personal Property – Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4 Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price. N/A.

If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.5 Parking and Storage Facilities. The use or ownership of the following parking facilities: N/A; and the use or ownership of the following storage facilities: N/A.

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.6 Exclusions. The following items are excluded (Exclusions): N/A

2.7 Water Rights, Well Rights.

2.7.1 Deeded Water Rights: The following legally described water rights: N/A. Any deeded water rights will be conveyed by a good and sufficient N/A deed at closing.

2.7.2 Other Rights Relating to Water. The following rights relating to water not included in 2.7.1, 2.7.3 and 2.7.4 will be transferred to Buyer at Closing.

2.7.3 Well Rights Seller agrees to supply the required information to Buyer about the well. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well used for ordinary household purposes, Buyer must, prior to or at Closing complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form: for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days of closing. The Well Permit # is N/A

2.7.4 Water Stock Certificates: The water stock certificates to be transferred at Closing are as follows: N/A

2.7.5 Conveyance. If Buyer is to receive any rights to water pursuant to 2.7.2 (Other Rights Relating to Water), 2.7.3 (Well Rights) or 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to buyer by executing the applicable legal instrument at closing.

located at 520 River Frontage Road, Silt, CO 81652

TO HAVE AND TO HOLD the same unto the said parties of the second part, their executors, administrators, successors or assigns, forever. And said parties of the first part, for themselves, their heirs, executors, administrators, successors or assigns, covenant and agree to and with the parties of the second part, their executors, administrators, successors or assigns to WARRANT and DEFEND the sale of said property, goods and chattels, hereby made unto said parties of the second part, their executors, administrators, successors or assigns against all and every person or persons whomsoever.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals this 31st day of May, 2019 Signed, Sealed and Delivered in the Presence of

SELLER:

Ferguson Crossing LLC, a Colorado limited liability company

Ted V. Clark
By: Ted V. Clark
Title: Manager

STATE OF COLORADO)ss:
COUNTY OF Mesa

The foregoing instrument was acknowledged before me this 31st day of May, 2019 by Ted V. Clark as Manager of Ferguson Crossing LLC, a Colorado limited liability company

Witness my hand and official seal.
My Commission expires:

Nickole Mozell Brown
Notary Public



Fidelity National Title Company
F0604033 Mary Romano

TAXES/WATER/SEWER/HOA AGREEMENT

PROPERTY: 520 River Frontage Road, Silt, CO 81652

I. TAXES, TAX PRO-RATIONS

Purchaser has received, as of this date, a credit from seller for taxes for the current year. This pro-ration was calculated based on:

Most recent Mill Levy and the most recent Assessed Value, adjusted by any applicable qualifying seniors tax exemption or qualifying disabled veteran exemption

THIS ADJUSTMENT BETWEEN SELLER AND PURCHASER SHALL BE CONSIDERED A FINAL SETTLEMENT.

Fidelity National Title Company assumes no responsibility for the adjustment of special taxes or assessments or for the exception of these items in the conveyance. Seller(s) hereby warrants that special assessments affecting subject property, including but not limited to Homeowners Association dues or assessments, are paid in full, except as reflected on the statements of settlement.

Fidelity National Title Company is holding \$0.00 to pay the taxes. Once the exact amount has been established, Fidelity National Title Company will remit the amount due to the county Treasurer and refund any overage to the undersigned. In the event the amount escrowed is insufficient to pay the full amount due, we agree to promptly pay Fidelity National Title Company the difference.

THE UNDERSIGNED, by their signatures below agree to and understand the above information.

May 31, 2019

BUYER:

Golden Gate Petroleum of Nevada, LLC, a
Nevada limited liability company

By: Deonts O'Keefe
Title: Member

SELLER:

Ferguson Crossing LLC, a Colorado limited
liability company

By: Ted V. Clark
Title: Manager

AFFIDAVIT AND INDEMNITY

TO Fidelity National Title Insurance Company

This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanic's or materialmen's liens affecting the property for materials or labor furnished for the construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

520 River Frontage Road , Silt, CO 81652

and legally described as:

Title Parcel 2
Lot Line Adjustment Plat of Ferguson Crossing LLC Properties
In the Town of Silt
According to the plat thereof recorded August 20, 2013 as Reception No. 839516

We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.

We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.

We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.

We further represent that we are in sole possession of the real property described herein other than lease hold estates reflected as recorded items under the subject commitment for title insurance.

We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced herein.

We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Insurance Company and Fidelity National Title Company against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing and forms a complete agreement by itself for any action thereon.

SELLER:

Ferguson Crossing LLC, a Colorado limited liability company

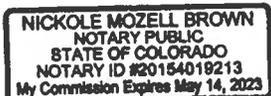
Ted V. Clark
By: Ted V. Clark
Title: Manager

STATE OF COLORADO)
COUNTY OF Mesa) ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me this 31st day of May, 2019 by Ted V. Clark as Manager of Ferguson Crossing LLC, a Colorado limited liability company.

(SEAL)

Nickole Mozell Brown
Notary Public
My Commission Expires:



County of Mesa

AFFIDEMTS

File No F0604033
Affidavit and Indemnity



4643 South Ulster Street, Suite 500

Denver, CO 80237
Phone: (303) 889-8200
Fax: (303) 633-1986

SETTLEMENT AGENT RESPONSIBILITY

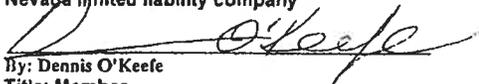
Date: May 29, 2019
Escrow No: F0604033-158-MR1
Settlement Agent: Fidelity National Title Company
Seller: Ferguson Crossing LLC, a Colorado limited liability company
Purchaser: Golden Gate Petroleum of Nevada, LLC, a Nevada limited liability company
Property: 520 River Frontage Road, Silt, CO 81652

To: Settlement Agent

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Fidelity National Title Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Fidelity National Title Company will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Fidelity National Title Company is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Fidelity National Title Company is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Fidelity National Title Company is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Fidelity National Title Company is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

PURCHASER(S):

Golden Gate Petroleum of Nevada, LLC, a
Nevada limited liability company


By: Dennis O'Keefe
Title: Member

PROMISSORY NOTE SECURED
BY DEED OF TRUST

\$5,275,000.00

September 25, 2019

FOR VALUE RECEIVED, at the times hereinafter stated, the undersigned, GOLDEN GATE PETROLEUM OF NEVADA, LLC, a Nevada limited liability company (the "Borrower"), promises to pay to WESTERN ALLIANCE BANK, an Arizona corporation, or order (the "Lender"), at 5335 Kietzke Lane, Reno, Nevada 89511, or at such other place as Lender may from time to time designate in writing, in legal tender of the United States of America, the principal sum of FIVE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND AND NO/100THS DOLLARS (\$5,275,000.00) or so much thereof as may be advanced (the "Loan") pursuant to the terms of that certain Construction/Permanent Loan Agreement of even date herewith between Lender and Borrower (the "Loan Agreement"), with interest thereon as follows:

(A) Construction Term Interest: During the construction term (the "Construction Term"), the principal balance from time to time outstanding hereunder shall bear interest (the "Construction Term Interest Rate") from the dates of disbursement, at a rate equal to the prime rate as announced from time to time in the Wall Street Journal (the "Prime Rate"), plus one percent (1.00%), adjusted each time that the Prime Rate changes until the Loan Conversion Date (as hereinafter defined) but in no event shall the Construction Term Interest Rate be less than six and one-quarter percent (6.25%) per annum; and

(B) Permanent Term Interest: During the permanent term (the "Permanent Term") which shall commence on the Loan Conversion Date, the principal balance from time to time outstanding hereunder shall bear interest (the "Permanent Term Interest Rate") at a fixed rate equal to two and three-quarters percent (2.75%) in excess of the Five (5) Year Treasury Rate as obtained from Bloomberg Financial Services System (the "Five Year Treasury") in effect as of the Loan Conversion Date. The Permanent Term Interest Rate shall be adjusted on September 25, 2025, and September 25, 2030, to a new fixed rate equal to the then current Five Year Treasury plus two and three-quarters percent (2.75%). In no event, however, shall the Permanent Term Interest Rate ever be less than four and one half percent (4.50%) per annum.

Neither the Prime Rate nor the Five Year Treasury (the "Indexes") is necessarily the basis for the lowest rate charged by Lender on its loans. Borrower understands that Lender may make loans based on other rates as well. If either of the Indexes is no longer available, the Lender shall choose a new rate or index which is based upon comparable information and shall notify Borrower of such change. Interest shall be computed on the basis of a 360 day year and the actual number of days elapsed during the Construction Term and the Permanent Term.

Principal and interest shall be due and payable as follows:

(i) Until the Loan Conversion Date, interest only shall be payable on the 25th day of each month commencing with the 25th day of the first month following the date hereof, and continuing until the Loan Conversion Date; and

(ii) Following the Loan Conversion Date, principal and interest shall be due and payable on the 25th day of each and every month, commencing with the 25th day of the first month following the Loan Conversion Date, in an amount sufficient to fully amortize the then principal balance hereunder, at the Permanent Term Interest Rate (as the same may be adjusted as herein provided), based upon a twelve (12) year amortization schedule commencing on the Loan Conversion Date, with the balance of principal and interest due and payable in full on the date which is twelve (12) years following the Loan Conversion Date (the "Maturity Date"). Notwithstanding the foregoing, in the event that the Loan Conversion Date occurs on a day other than the 25th day of the month, then Borrower shall make one (1) additional payment of interest only on the 25th day of the first month following the Loan Conversion Date, and the monthly payments of principal and interest shall begin on the 25th day of the second month following the Loan Conversion Date.

For the purposes hereof, the term "Loan Conversion Date" shall mean the date, on or before three hundred sixty four (364) days following the date of this Note, upon which Lender shall, at Borrower's option upon not less than thirty (30) days notice to Lender prior to the expiration of the Construction Term, convert the principal amount disbursed under the Loan during the Construction Term to the Permanent Term subject to satisfaction of each of the following conditions precedent (the date upon which all such conditions are satisfied is the "Loan Conversion Date"):

(a) No Event of Default (as defined in the Loan Agreement), or event which with the passage of time or the giving of notice or both would constitute an Event of Default, under this Agreement or any of the Loan Documents shall have occurred and be continuing on the Loan Conversion Date;

(b) Borrower shall execute and deliver to Lender, on or before the Loan Conversion Date, such documents and instruments, as Lender may reasonably require, to evidence the conversion of the Loan to the Permanent Term, and to insure the continuation of the liens and security interests granted by Borrower to secure the Loan;

(c) Construction of the Improvements has been substantially completed and Lender shall have received a copy of the recorded notice of completion and a final inspection report for the Improvements, satisfactory to Lender in its reasonable discretion;

(d) Lender shall have received from Borrower evidence reasonably acceptable to Lender that the Debt Coverage Ratio is not less than 1.40 to 1.00;

(e) Lender shall have received a copy of the final unconditional certificate of occupancy for the Improvements, all utilities shall be operational to the Improvements, and Lender shall have received satisfactory evidence that all Legal Requirements relating to the construction of the Improvements have been satisfied;

(f) Lender shall have received copies of all final lien waivers from all contractors, subcontractors and suppliers for the Improvements and any other evidence required by Lender of the lien free completion of the Improvements;

(g) There shall have been no material adverse change in the financial condition of Borrower or any of the Guarantors;

(h) Lender's receipt of its permanent loan fee in the amount of \$2,500.00; and

(i) Borrower shall have complied with any other reasonable requirement of Lender in connection with the conversion of the Loan to the Permanent Term, which is consistent with Lender's prevailing practice for similar loans.

Notwithstanding anything to the contrary contained herein, in the event that the Loan Conversion Date does not occur on or before three hundred sixty four (364) days following the date of this Note, then Lender shall have no obligation to convert the Loan to the Permanent Term, the Loan shall continue to bear interest at the Construction Term Interest Rate, and any balance of principal and accrued interest hereunder shall be due and payable in full upon demand.

Any capitalized words or terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

At no time shall the applicable Construction Term Interest Rate or Permanent Term Interest Rate in effect hereunder (the "Interest Rate") exceed the legal rate of interest permitted to be charged by the Lender. In the event any law precludes Lender from charging the Interest Rate otherwise permitted hereunder, the rate of interest hereunder for the period during which such rate is unlawful shall be the highest rate permitted by law. The rate of interest hereunder shall immediately increase to the rate permitted hereunder as soon as permitted by law. Any interest which would otherwise have become due to Lender but for the application of any law, shall, to the extent legally permitted, be repaid to Lender in equal monthly installments above the interest otherwise due at such time, so that the interest otherwise due to Lender hereunder, but not permitted by law, shall be fully repaid to Lender by the Maturity Date. Such payments shall be made at the time and in the manner set forth herein for the payment of interest.

This Note is issued pursuant to the Loan Agreement and is secured by, among other instruments, a Construction Deed of Trust And Security Agreement And Fixture Filing With Assignment of Rents (the "Deed of Trust") of even date herewith encumbering certain real property in Garfield County, Colorado, and improvements thereon, as more particularly described in the Deed of Trust (the "Property").

All payments on this Note shall be applied first to accrued interest and the balance to principal and if interest is unpaid it shall bear interest like principal at the Interest Rate. Borrower acknowledges that the foregoing, and other provisions of this Note, shall result in compounding of

interest and Borrower agrees thereto pursuant to the provisions of Nevada Revised Statutes 99.050. During the Construction Term, Borrower shall have the right to prepay without penalty all or any portion of the Loan. Upon each such prepayment, Borrower shall also pay all accrued interest on the principal amount prepaid. During the Permanent Term, Borrower shall have the right to prepay principal hereunder in whole or in part, provided that each such prepayment shall be accompanied by a prepayment fee calculated as follows (the "Prepayment Fee"):

(1) a Prepayment Fee equal to five percent (5.00%) of the principal amount prepaid if the prepayment occurs in the first Loan Year;

(2) a Prepayment Fee equal to four percent (4.00%) of the principal amount prepaid if the prepayment occurs in the second Loan Year;

(3) a Prepayment Fee equal to three percent (3.00%) of the principal amount prepaid if the prepayment occurs in the third Loan Year;

(4) a Prepayment Fee equal to two percent (2.00%) of the principal amount prepaid if the prepayment occurs in the fourth Loan Year;

(5) a Prepayment Fee equal to one percent (1.00%) of the principal amount prepaid if the prepayment occurs in the fifth Loan Year; and

(6) a Prepayment Fee equal to zero percent (0.00%) of the principal amount prepaid if the prepayment occurs after the fifth Loan Year.

For purposes hereof, the term "Loan Year" shall mean the twelve (12) month period following the Loan Conversion Date and each subsequent twelve (12) month period. The Prepayment Fee shall not be payable in connection with principal reduction payments resulting from the application of insurance or condemnation proceeds.

Borrower agrees with Lender that it would be extremely difficult or impracticable to fix the actual damages of Lender in the event that any installment of interest or principal hereunder shall not be paid when due and that Lender will incur extra administrative expenses and loss of use of funds; therefore, Borrower agrees to pay Lender, in the event a payment is not made within ten (10) days of the date it is due, an amount equal to the lesser of \$1,000.00 or 5% of such late installment. Acceptance of such amount by Lender shall be in lieu of its actual damages for any such delinquent payment of an installment. Nothing in this Note shall be construed as an express or implied agreement by Lender to forebear in the collection of any delinquent payment, or be construed as in any way giving the Borrower the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The right of Lender to receive payment of such damages, and receipt thereof, are without prejudice to the right of Lender to collect such delinquent payments or any other amounts provided to be paid hereunder or under any security for this Note or to declare a default hereunder or under any security for this Note.

Failure to make any payment of principal and/or interest within ten (10) days after the date such payment is due or to otherwise perform hereunder, or the occurrence of an Event of Default by Borrower under the terms of the Loan Agreement, the Deed of Trust, any other agreement or instrument securing the indebtedness evidenced hereby, or any other obligations of Borrower to Lender, shall constitute a default hereunder (each an "Event of Default") and shall, without notice, at the option of Lender, cause all of the unpaid principal of this Note, with interest accrued thereon and any other sums due under the Loan Agreement, Deed of Trust or other instruments, to become immediately due and payable. Upon the occurrence of an Event of Default hereunder, at the option of Lender, all amounts then unpaid under this Note, the Loan Agreement, the Deed of Trust or any other instrument securing the Note or the Loan Agreement shall bear interest from the Event of Default until such Event of Default is cured at a default rate equal to five percent (5%) above the applicable Interest Rate (the "Default Rate") and shall be immediately due and payable. Delay or failure to exercise said options shall not constitute a waiver of the right to exercise same at any time thereafter or in the event of any subsequent Event of Default.

The acceptance of any payment hereunder which is less than payment of all amounts then due and payable shall not constitute a waiver of any of the rights or options of Lender or to the exercise of those rights and options at the time of such acceptance or at any subsequent time. Principal, interest and any fees hereunder shall be payable in lawful money of the United States of America in immediately available funds free and clear of, and without deduction for, any and all present and future taxes, withholdings, and costs or reserves.

In the event that suit be brought hereon, or an attorney be employed or expenses be incurred to compel payment of this Note or any portion of the indebtedness evidenced hereby, whether or not any suit, proceeding or any judicial or non-judicial foreclosure proceeding be commenced, Borrower promises to pay all such expenses and reasonable attorneys' fees, including, without limitation, any attorneys' fees incurred in any bankruptcy proceeding.

This Note shall be construed and enforced in accordance with the laws of the State of Nevada, except as may be pre-empted by federal law. Borrower agrees that Lender shall have the rights and remedies available to a creditor under the laws of the State of Nevada. Borrower consents to the exclusive personal jurisdiction of the appropriate state or federal court located in Washoe County, Nevada. Included in Lender's rights, Lender shall have a right of setoff against all monies, securities and other property of Borrower now or hereafter in the possession of, or on deposit with, Lender, whether held in a general or special account or deposit, or for safekeeping or otherwise. Such right is in addition to any right of setoff Lender may have by law. All rights of setoff may be exercised without notice or demand to Borrower. No right of setoff shall be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right of setoff, or by any delay in doing so. Every right of setoff shall continue in full force and effect until specifically waived or released by an instrument in writing executed by Lender.

No waiver by Lender of any right or remedy shall be effective unless in writing and signed by Lender, and no such waiver, on one occasion, shall be construed as a waiver on any other occasion. Borrower waives any right of offset now or hereafter existing against Lender.

Borrower, to the extent permitted by law, waives notice of intent to accelerate, demand, presentment for payment, protest and notice of protest and non-payment of this Note; waives any and all lack of diligence or delays in the collection or enforcement hereof; and expressly agrees to remain and continue bound for the payment of the principal, interest and other sums provided for by the terms of this Note, the Loan Agreement or the Deed of Trust, notwithstanding any extension of time for the payment of said principal or interest or other sum, or any change in the amount agreed to be paid under this Note, the Loan Agreement or in the Deed of Trust, or any change by way of release or surrender, exchange or substitution for any real estate security or other collateral security now held or which may hereafter be held as security for this Note.

In the event that the interest of Borrower in the Property encumbered by the Deed of Trust, or any part thereof, or any interest therein is sold, conveyed, alienated, further encumbered or otherwise transferred by Borrower, whether by operation of law or otherwise, the obligations hereunder, irrespective of the maturity dates expressed herein, at the option of Lender and without demand or notice, shall immediately become due and payable. In the event that Lender does not elect to declare this Note immediately due and payable, then, unless indicated otherwise in writing by Lender, Borrower shall remain primarily liable for the obligations hereunder, under the Deed of Trust and under any other instrument securing this Note or executed in connection herewith. This provision shall apply to each and every sale, conveyance, alienation, encumbrance or transfer, regardless of whether or not the holder has consented to, or waived, holder's rights hereunder, whether by action or nonaction, in connection with any previous sale, conveyance, alienation, encumbrance or transfer and whether or not the holder has received any payments after such event.

If an Event of Default shall have occurred and be continuing, Lender and its affiliates are hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by Lender or any such affiliate, to or for the credit or the account of Borrower against any and all of the obligations of Borrower now or hereafter existing under this Note or any other Loan Document to Lender or its affiliates, irrespective of whether or not Lender or affiliate shall have made any demand under this Note or any other Loan Document and although such obligations of Borrower may be contingent or unmatured or are owed to a branch, office or affiliate of Lender different from the branch, office or affiliate holding such deposit or obligated on such indebtedness.

BORROWER AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE OR ANY OTHER RELATED DOCUMENT OR LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS.

This Note may be executed in any number of counterparts, each of which shall constitute an

original and all, when taken together, shall constitute one document.

**GOLDEN GATE PETROLEUM OF NEVADA,
LLC, a Nevada limited liability company**

By: 
DENNIS O'KEEFE
Managing Member

"Borrower"

ROSS MILLER
 Secretary of State
 206 North Carson Street
 Carson City, Nevada 89701-4200
 (775) 684 6798
 Website: secretaryofstate.biz

**Articles of Organization
 Limited-Liability Company**
 (PURSUANT TO NRS 89)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20070618242-72
	Filing Date and Time 09/10/2007 12:00 PM
	Entity Number E0629972007-5

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited Liability Company. <i>(Must contain name of limited liability company as per NRS 89A.010.)</i>	Golden Gate Petroleum of Nevada, LLC		Check box if a Series Limited-Liability Company <input type="checkbox"/>	
2. Resident Agent Name and Street Address. <i>(Must be a Nevada address when process may be served.)</i>	Jones Vargas, Chartered Name 100 West Liberty Street 12th Floor (MANDATORY) Physical Street Address Reno Nevada 89501 City State Zip Code P.O. Box 281 (OPTIONAL) Mailing Address Reno NV 89504 City State Zip Code			
3. Dissolution Date: <i>(OPTIONAL: see instructions.)</i>	Latest date upon which the company is to dissolve (if existence is not perpetual):			
4. Management:	Company shall be managed by <input type="checkbox"/> Manager(s) OR <input checked="" type="checkbox"/> Members <i>(check only one box)</i>			
5. Name and Address of each Manager or Managing Member. <i>(Attach additional pages known as 5.1.)</i>	Dennis O'Keefe Name c/o Golden Gate Petroleum, 501 Shell Ave. Address Martinez CA 94553 City State Zip Code			
6. Name, Address and Signature of Organizer. <i>(Attach additional copies known as 6.1.)</i>	Jesse A. Wadhams Name P.O. Box 281 Address Reno NV 89504 City State Zip Code  Signature			
7. Certificate of Acceptance of Appointment of Resident Agent.	I hereby accept appointment as Resident Agent for the above named limited liability company. <input checked="" type="checkbox"/>  Authorized Signature of R.A. or On Behalf of R.A. Company Date 9/10/2007			

This form must be accompanied by appropriate fees.

ATTACHMENT "1"
TO
ARTICLES OF ORGANIZATION
OF
GOLDEN GATE PETROLEUM OF NEVADA, LLC

The following Articles are hereby adopted as additional Articles to the Articles of Organization of Golden Gate Petroleum of Nevada, LLC ("Company").

ARTICLE VIII
INDEMNIFICATION AND PAYMENT OF EXPENSES

Section 8.1. Indemnification and Payment of Expenses. In addition to any other rights of indemnification permitted by the laws of the State of Nevada as may be provided for by the Company in its operating agreement or by any other agreement, the expenses of members and managers incurred in defending a civil or criminal action, suit or proceeding, involving alleged acts or omissions of such member or manager in its, his or her capacity as a member or manager of the Company, must be paid by the Company, or through insurance purchased and maintained by the Company or through other financial arrangements made by the Company permitted by the laws of the State of Nevada, as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an unsecured undertaking by or on behalf of the member or manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that it, he or she is not entitled to be indemnified by the Company.

Section 8.2. Repeal, Modification and Conflicts. Any repeal or modification of Section 8.1 approved by the members of the Company shall be prospective only. In the event of any conflict between Section 8.1 and any other article of the Company's Articles of Organization, the terms and provisions of Section 8.1 shall control.

ARTICLE IX
GAMING RESTRICTION

The character and general nature of the business to be conducted by the Company is to operate, manage and conduct gaming operations at gaming establishments for which the Company has been licensed to operate gaming.

Notwithstanding anything to the contrary expressed or implied in these articles, the sale, assignment, transfer, pledge or other disposition of any interest in the Company is ineffective unless approved in advance by the Nevada Gaming Commission ("Commission"). If at any time the Commission finds that a member which owns an interest is unsuitable to hold that interest, the Commission shall immediately notify the Company of that fact. The Company shall, within 10 days from the date that it receives notice from the Commission, return to the unsuitable

member the amount of his capital account as reflected on the books of the Company. Beginning on the date when the Commission serves notice of a determination of unsuitability, pursuant to the preceding sentence, upon the Company, it is unlawful for the unsuitable member: (a) To receive any share of the distribution of profits or cash or any other property of, or payments upon dissolution of, the Company, other than a return of capital as required above; (b) To exercise directly or through a trustee or nominee, any voting right conferred by such interest; (c) To participate in the management of the business and affairs of the Company; or (d) To receive any remuneration in any form from the Company, for services rendered or otherwise.

Any member that is found unsuitable by the Commission shall return all evidence of any ownership in the Company to the Company, at which time the Company shall within 10 days, after the Company receives notice from the Commission, return to the member in cash, the amount of his capital account as reflected on the books of the Company, and the unsuitable member shall no longer have any direct or indirect interest in the Company.



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Colorado Secretary of State
 Date and Time: 11/06/2017 12:46 PM
 ID Number: 20171836815
 Document number: 20171836815
 Amount Paid: \$100.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority
 filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20171836815
(Colorado Secretary of State ID number)

Entity name Golden Gate Petroleum of Nevada LLC

True name _____
(if different from the entity name)

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction Nevada

3. The principal office address of the entity's principal office is

Street address 16580 Wedge Parkway #300
(Street number and name)

Reno NV 89511
(City) (State) (ZIP/Postal Code)

United States
(Province - if applicable) (Country)

Mailing address _____
(leave blank if same as street address) (Street number and name or Post Office Box information)

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

(Province - if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name
 (if an individual) Lemieux Darren J
(Last) (First) (Middle) (Suffix)

or

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

Street address

1200 17th Street

(Street number and name)

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

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

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

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 03/01/2018.

(mm/dd/yyyy)

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

This document contains additional information as provided by law.

7. (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 _____.
(mm/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.

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

Kilbourn

(Last)

Norma

(First)

(Middle)

(Suffix)

16580 Wedge Parkway #300

(Street number and name or Post Office Box information)

Reno

(City)

NV

(State)

89511

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

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

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Colorado Secretary of State
 Date and Time: 11/06/2017 12:50 PM
 ID Number: 20171836836
 Document number: 20171836836
 Amount Paid: \$20.00

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 Paper documents are not accepted.
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 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
 filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20171836815</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Golden Gate Petroleum of Nevada LLC</u>
Form of entity	<u>Foreign Limited Liability Company</u>
Jurisdiction	<u>Nevada</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Golden Gate Gas

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Gas Station and Convenience Store

4. *(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.

5. *(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:

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.

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

Kilbourn	Norma		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
16580 Wedge Parkway #300			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Reno	NV	89511	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
United States			
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Golden Gate Petroleum of Nevada LLC

is an entity formed or registered under the law of Nevada has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20171836815 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/12/2019 that have been posted, and by documents delivered to this office
electronically through 11/13/2019 @ 11:17:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/13/2019 @ 11:17:28 in accordance with applicable law.
This certificate is assigned Confirmation Number 11909436 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice. A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site. <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site. <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING

January 8, 2020

AGENDA ITEM SUMMARY

SUBJECT: Ordinance No. 1, Series 2020: Imposing a Temporary Moratorium on Permits or Licenses Related to Marijuana Businesses

PROCEDURE: Public Hearing

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the Board of Trustees meeting held on December 9, 2019, members of the public expressed concern about the number and location of marijuana related businesses in the Town of Silt and asked the Town Board to consider imposing limitations on marijuana dispensaries in the Town.

The Board agreed and asked the Town staff to prepare an ordinance that would provide for the imposition of a 180 day moratorium on the submission, acceptance, processing, and approval of all applications for Town permits and licenses related to the operation of marijuana businesses. This action will allow the Town staff and the Town Board to investigate the current regulations, zoning criteria, and zone districts and determine whether such regulations should be amended further.

During the period of the moratorium, Town staff will research and recommend appropriate changes in regulations for marijuana businesses operating in Silt for consideration by the Town Board. Board members should be prepared to discuss their thoughts on what these changes might be.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Anna Itenberg, Attorney

DOCUMENTS ATTACHED: TOWN OF SILT ORDINANCE
NO. 1, SERIES OF 2020

SUBMITTED BY:



Jeff Layman, Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
ORDINANCE NO. 1
SERIES OF 2020**

AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY APPLICATION FOR A TOWN OF SILT PERMIT OR LICENSE RELATED TO A MEDICAL MARIJUANA DISPENSARY OR A RETAIL MARIJUANA DISPENSARY PURSUANT TO THE AUTHORITY GRANTED BY ARTICLE 18, SECTION 14 AND ARTICLE 18, SECTION 16, RESPECTIVELY, OF THE COLORADO CONSTITUTION; DECLARING THE INTENTION OF THE TOWN BOARD TO CONSIDER THE ADOPTION OF APPROPRIATE TOWN REGULATIONS WITH RESPECT TO SUCH BUSINESSES; AND DECLARING AN EMERGENCY

WHEREAS, in the November 2000 general election, the voters of the State of Colorado adopted Amendment 20 to the Colorado Constitution (“Article XVIII Section 14”), which authorizes and limits the sale of medical marijuana for use in the treatment of debilitating medical conditions;

WHEREAS, in the November 2012 general election, the voters of the State of Colorado adopted Amendment 64 to the Colorado Constitution (“Article XVIII Section 16”), which authorizes and limits the sale of retail marijuana; and

WHEREAS, at the Board of Trustees meeting held on December 9, 2019, members of the public expressed concern about the number and location of marijuana related businesses in the Town of Silt and asked the Town Board to consider imposing limitations on marijuana dispensaries in the Town; and

WHEREAS, the Town Board is concerned that current land use code provisions regulating and governing the licensing of these businesses will result in a proliferation of marijuana dispensaries in the Town; and

WHEREAS, the imposition of a one hundred and eighty (180) day moratorium on the submission, acceptance, processing, and approval of all applications for Town permits and licenses related to the operation of Medical Marijuana Dispensaries and Retail Marijuana Dispensaries will allow the Town staff and the Town Board to investigate the current regulations, zoning criteria, and zone districts and determine whether such regulations should be amended further; and

WHEREAS, a one hundred and eighty (180) day moratorium is a reasonable length of time and no longer than necessary for the Town to properly investigate, develop, and, if appropriate, adopt and implement any regulations with respect to Medical Marijuana Dispensaries and Retail Marijuana Dispensaries; and

WHEREAS, proprietors of Medical Marijuana Dispensaries and Retail Marijuana Dispensaries will not be unduly prejudiced by the imposition of such moratorium.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THE FOLLOWING:

Section 1. Findings and Intent. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Board of the Town of Silt.

Section 2. Imposition of Temporary Moratorium on Applications for Permits and Licenses Related to Businesses That Sell Medical Marijuana and Retail Marijuana. Upon the adoption of this Ordinance, a moratorium is imposed upon the submission, acceptance, processing, and approval of all applications for permits and licenses by the Town of Silt, related to a Medical Marijuana Dispensary or a Retail Marijuana Dispensary. The Town staff is directed to refuse to accept for filing, and not to process or review, any such new applications for such businesses during the moratorium period.

Section 3. Staff To Investigate and Prepare Proposed Regulations. Before the expiration of the moratorium imposed by this Ordinance the Town staff, working with the Town Attorney, shall prepare appropriate regulations for Medical Marijuana and Retail Marijuana licensing and zoning, for consideration by the Town Board.

Section 4. Police Power Finding. The Town Board hereby finds, determines, and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort, and convenience of the Town of Silt and the inhabitants thereof.

Section 5. Authority. The Town Board hereby finds, determines, and declares that it has the power to adopt this Ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv) Section 31-15-401, C.R.S. (concerning municipal police powers); (v) Section 31-15-501 (concerning municipal power to

regulate businesses); (vi) the authority granted to home rule municipalities by Article XX of the Colorado Constitution; (vii) the powers contained in the Town of Silt, Colorado Home Rule Charter (the "Charter"); and (viii) the authority granted to local governments by Article XVIII, Section 16 of the Colorado Constitution to regulate time, place, manner and number of marijuana establishment operations.

Section 6. Emergency Declared; Effective Date; Expiration. Pursuant to Section 1-12 of the Charter, the Board finds, determines and declares that passage of this Ordinance is necessary for the immediate preservation of the public peace, health and safety in order to prevent a person from filing an application for a Town permit or license relating to the operation of a Medical Marijuana Dispensary or a Retail Marijuana Dispensary until the Town has had a reasonable opportunity to determine: (i) if current codes are adequate to meet the needs of the Town; and (ii) what additional regulations, if any, should be imposed by the Town upon such businesses. Failure to immediately impose the moratorium provided for in this Ordinance will potentially allow acquisition of certain rights with respect to Medical Marijuana Dispensaries and Retail Marijuana Dispensaries before the Town has had the reasonable opportunity to consider appropriate regulations thereof. The Town Board further determines that the adoption of this Ordinance as an emergency ordinance is in the best interest of the citizens of the Town of Silt. This Ordinance shall be effective upon adoption. The moratorium imposed by this Ordinance shall commence as of the date of the adoption of this Ordinance, and shall expire one hundred and eighty (180) days thereafter, unless repealed prior to that date.

INTRODUCED, READ, PASSED AND ADOPTED this 13th day of January, 2020.

TOWN OF SILT, COLORADO

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING

January 8, 2020

AGENDA ITEM SUMMARY

SUBJECT: Water and Wastewater System Improvement Fees-2020

PROCEDURE: Discussion

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The attached memo by Community Development Director Janet Aluise and letter from Town Water Engineer Michael Erion describe the history and current status of our water and wastewater systems and offer recommendations regarding fees to be charged in 2020 and beyond.

RECOMMENDATION:

Staff, including Water Engineer Michael Erion, recommends that the Town update its fees as below:

- EQR rating of .60 for "tiny homes".
- EQR rating of .20 for washing machine
- Increase in Tap Fees to \$7,000 for 2020

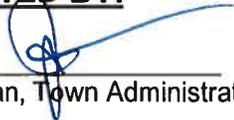
A complete discussion of these recommendations can be found in the attached documents.

ORIGINATED BY: Janet Aluise

PRESENTED BY: Janet Aluise

DOCUMENTS ATTACHED: Aluise memo dated: 12/18/19
Erion letter dated: 12/4/19

SUBMITTED BY:



Jeff Layman, Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

Interoffice Memorandum

To: Jeff Layman, Town Administrator

From: Janet Aluise, Community Development Director

Re: System Improvement Fees - 2020

Date: December 18, 2019

Water and wastewater system improvement fees constitute the largest singular charges related to building permit issuance. The system improvement fees are a component of the capital infrastructure and replacement that occurs at the Water Treatment Plant and the Wastewater Treatment Plant, but is also used to fund mains, tanks, and pumps, when necessary. As such, this fee, in association with the calculated portion of EQR attributable to a proposed use, must accurately represent the impact that such use will have on the water/wastewater system. Below is a history of the system improvement fees (tap fees) over the years:

System Improvement Fee Schedule

Year	Water	Wastewater
2000	\$3,000	\$3,000
2001	\$3,500	\$3,500
2007	\$3,500	\$3,500
2008	\$4,900	\$4,900
2009	\$5,194	\$5,192
2010	\$5,505.64	\$5,505.64
2011 - present	\$5,835.98	\$5,835.98
2020	\$7,000*	\$7,000*
2021	\$8,000*	\$8,000*
2122	\$9,000*	\$9,000*
2123	\$10,000*	\$10,000*
Includes increase in capacity	\$11,060*	\$11,060*

* Recommended by Water Engineer Michael Erion

** "The Town currently serves 1648 EQRs. The water treatment plant is operating at 50% of its capacity and could serve approximately 3,300 EQRs. The 20 year capital improvements plan is designed to provide service for growth including replacement and upsizing of water transmission lines and constructing additional system storage. Therefore, RESOURCE believes 3,300 EQRs is a reasonable basis for determining the tap fee rate. As shown on Table 1, the resulting tap fee rate is \$11,060 per EQR. RESOURCE notes that if the tap fee were based only on the existing infrastructure, the rate would be \$8,750 per EQR. While the capital improvements plan includes*

items that increase the capacity of the system, some items are for the benefit of all users. Therefore, RESOURCE recommends a tap fee rate of \$9,875.

The current tap fee rate is \$5,835.98 per EQR and the 2019 analysis recommends a tap fee rate at \$9,875 per EQR. It is recommended that the Town phase in the new rate over a 3 year time frame. The rate would be \$7,000 for 2020 and increasing to \$10,000 by 2023. It is recommended that the annual rate then be increased by 3% each year to account for inflation."

In 2008, at the height of the Great Recession, tap fees were increased dramatically from \$3,500 to \$4,900 per EQR (each, water and wastewater). This likely had a great effect on the rate of building permit issuance, but obviously cannot be the sole reason for the Town having no (or few) applications. After its adoption, Ordinance 8, Series of 2008 required an automatic 6% escalation of the system improvement fees, until 2012, when the Board of Trustees changed the mechanism for setting the fee from ordinance (Silt Municipal Code) to Resolution (non-codified adoption by Board). This procedural change allowed the Board of Trustees to review the fee in a cost-efficient, annual fashion, where national and local economic factors could be considered, as well as the rate of building permit submittals.

Each year since 2012, the Board has reviewed fees in this fashion and has not elected to increase the system improvement fees. One of the reasons for the Board keeping the fees the same was the fact that there was not an engineering study that specifically supported the fees. These fees are generally in conformance with neighboring communities, although not all communities have the same needs, systems, or impacts.

As the Town recently completed its Water/Wastewater/Irrigation Master Plan, this study was a quick follow-up to ensure that the fees in place are adequate to complete the proposed and necessary improvements over a twenty-year time period. Mr. Erion suggests that the system improvement fees are not adequate to cover the Town's existing infrastructure. Mr. Erion also provided information related to an applicant's request for reduction of system improvement fees for a tiny home community within the Ferguson Crossing PUD. Any request for reduction of system improvement fees should be heavily scrutinized, and the staff should provide the Board with engineering, legal, and planning perspectives so that the Board can make an informed decision. Anything less than full research and disclosure constitutes a basis for other applicants to question the EQR chart and the system improvement fee schedule. Again, in his memorandum dated December 5, 2019, Mr. Erion suggests that the Town's institution of .6 EQR for a tiny home is accurate, but that the existing .2 EQR for 12-pound washing machines should be increased to .3 EQR; staff could prepare an ordinance for the Board's consideration. Mr. Erion suggests that the Town increase its system improvement fees, and the staff could prepare a resolution for the Board's consideration.



Jeff Layman, Town Manager
Town of Silt
PO Box 70
Silt CO 81652

December 4, 2019

RE: Town of Silt – EQR and Water Tap Fee Update

Dear Jeff:

At the request of the Town of Silt (Town), Resource Engineering, Inc. (RESOURCE) reviewed and updated the Town's Equivalent Residential Unit (EQR) schedule and potable water tap fee. The first task includes providing a recommended EQR rating for "Tiny Homes" and updates to the existing schedule. The second task is to review the existing tap fee and recommend an updated tap fee, if appropriate, based on a rational nexus for the fee. The EQR and tap fee update are presented below.

SUMMARY

Based on RESOURCE's analysis, the following recommendations are offered to the Town.

1. The EQR rating for a "Tiny Home" is recommended at 0.6 EQR.
2. The EQR rating for additional washing machines, up to 12 pound capacity (A.2., B.5., C.6. and J.2.) is recommended at 0.30 rather than 0.20.
3. The Potable Water Tap Fee rate is recommended at \$9,875 per EQR based on a rational nexus methodology for determining the fee. The new rate could be phased in over 4 years starting with \$7,000 per EQR in 2020 and increasing to \$10,000 by 2023.

EQR SCHEDULE

Existing

The Town's EQR schedule is set forth in the Table of Equivalent Units in Section 13.04.260 if the Town Municipal Code. An EQR value is used by water and sewer service providers for purposes of tap fees for water and sewer facilities. The EQR represents a widely accepted methodology for equitably determining the cost to buy into the existing systems. The existing infrastructure includes diversion and treatment facilities, water/sewer mains, storage tanks, lift stations, and pressure reducing valves. Some of these facilities have an inverse relationship to daily water use. For example, fire flows are a significant portion of storage tank and water

main sizing (and looping of water mains). Multi-story multi-family buildings require more fire flow capacity than single family units. For sewer systems, there is both a hydraulic loading and an organic loading to the system that requires treatment and must meet discharge standards. The organic loading is the same whether the toilet uses 5 gallons or 1.5 gallons and the concentration is higher in lower flows requiring more treatment to meet standards. Tap fees provide revenue to the Town's capital improvement funds and are utilized so that development pays its own way rather than being subsidized by monthly service fees of existing residents.

The origin of the Town's current EQR schedule is not readily traced to a report in the Town's archives. However, review of the EQR schedule indicates that it is reasonable and generally consistent with other municipalities in the area. It is RESOURCE's opinion that the EQR schedule is based on reasonable engineering values, is equitable, and has a rational basis for the ratings. A proposed update is provided below.

Proposed Update

The Town will be reviewing a land use application for a subdivision that includes "Tiny Homes." The Town currently does not have a specific category for a Tiny Home and RESOURCE was asked to provide an EQR rating for such, and any other updates that may be recommended.

A Tiny Home is a 400 square foot (or less) single family dwelling unit with a kitchen and a bathroom. It is essentially the same as an accessory dwelling unit or apartment with one bathroom. Based on the existing Town Code, an EQR rating of 0.60 would be appropriate and consistent with a studio apartment. From a water rights engineering analysis, a single family home (1.0 EQR) would be assumed to have 3.5 occupants and a Tiny Home 2 occupants. This results in an EQR rating of 0.6 ($2/3.5 \times 1.0$). Also, as discussed above, the EQR rating must reflect the fact that storage tanks and water mains must be sized to accommodate fire flows and peak hour usage. Therefore, RESOURCE recommends an EQR rating of 0.60 for a Tiny Home.

In reviewing the EQR schedule, RESOURCE noticed a minor inconsistency with laundry facilities. Consistent with other municipalities, washing machines with a capacity of up to 12 pounds are generally rated at 0.35 EQR. The Town's rating for laundry facilities with up to three machines is 1.0 EQR (0.33 EQR per machine). Therefore, RESOURCE recommends increasing the additional washing machine rating from 0.20 EQR to 0.30 EQR. This change would occur in categories A.2, B.5., C.6., and J.2.

POTABLE WATER TAP FEE

RESOURCE was asked to review and update, if appropriate, the potable water tap fee. A prior analysis for the Town's tap fee could not be located. The current potable water tap fee is \$5,835.98 per EQR. The tap fee was reportedly set at \$3,500 in 2007 and has increased annually at rates between 3% and 6%.

The Town imposes a tap fee on new development to offset the cost of infrastructure and related costs such as water rights.

Rational Nexus

The Town's tap fee must meet a rational nexus test and have a reasonable connection between the fee charged and the impact from new development. For tap fees, the rational nexus involves developing a cost per EQR. The cost per EQR provides a reasonable connection between the demand on the Town's water infrastructure from new development and the cost to the Town to provide the facilities necessary to meet the demand. As presented earlier, the Town has an EQR schedule that is equitable, reasonable, rational, and consistent with other municipalities.

Another factor in the rational nexus is the policies and goals of the Town related to the purpose of the tap fee. These generally include paying for major capital improvements, paying for infrastructure to increase the capacity of the system for future growth, minimizing debt and monthly service fees to fund debt, equity recovery, and maintaining cash reserves for emergency and capital expenses. The 2019 Water-Wastewater Irrigation Master Plan specifically identifies capital improvements and the goal of funding these improvement with tap fees.

The Colorado Supreme Court set criteria for a defensible tap fee in *Krupp v. Breckenridge Sanitation District* (2001). The criteria includes a clear underlying philosophy for the fee that is legally implemented (Town goals, water master plan, and Town Municipal Code), fair and rational basis for class distinctions (EQR schedule), tap fee study completed by competent independent experts (RESOURCE), use pertinent data and analysis correctly done (factual data on water facilities and AWWA method), and resulting rate and fee charge is rational (rate set within range of RESOURCE analysis and fee charged based on EQR schedule). This letter report provides the Town with a rational nexus utilizing the Town's EQR schedule, estimated costs for wholesale infrastructure, and the water capital improvements plan in the 2019 Master Plan.

Methodology

A tap fee, also referred to as a system development charge (SDC) or plant investment fee, must be an equitable amount based on a methodology that has a rational basis to meet the Town's goals. The American Water Works Association (AWWA) outlines two methodologies for SDC's in its Manual of Water Supply Practices AWWA M1, "Principles of Water Rates, Fees, and Charges." These include the Equity Method and the Incremental Cost Method. A hybrid of the two could also be utilized. The Equity Method approach assess the new customers a fee to approximate the equity position of current customers. The Incremental Cost Method is based on the concept of new development paying for the incremental cost of system facilities needed to serve new development. The Hybrid Method includes both existing infrastructure and future capital improvement project. Since the Town has significant existing

infrastructure and a capital improvements plan, the Hybrid Method is appropriate for the analysis.

Costs

The estimated 2019 cost wholesale infrastructure and the 20 year capital improvements for water infrastructure make up the basis for calculating the tap fee. The number of EQR's that can be served from these facilities allows the tap fee to be expressed in a per EQR measurement. The attached **Table 1** summarized the water system costs. The quantities and costs were provided by Town staff, except for water rights, which was developed by RESOURCE. A discussion of costs is presented below.

The Town staff estimated there is over 100 acres in water easements. However, only easements that were purchased by the Town can be included in the analysis. For purposes of this study, one acre of easement is used.

The Town owns several water rights and contract storage water. For this analysis, the value of adjudicating municipal water rights, the value of historic consumptive use credits from senior water rights purchased by the Town (water rights dedicated to the town are not included), and the value of Ruedi Reservoir storage purchased by the Town are included in the cost for water rights. The Town purchased 35 acre feet of HCU in the Last Chance Ditch in addition to the 75 acre feet dedicated for Mira Loma. The Town purchased 217 acre feet of storage in Ruedi Reservoir in 2009.

The Town has approximately 144,000 linear feet of treated water pipeline in the Town. However, only the transmission lines are considered wholesale infrastructure. The Town has approximately 109,067 linear feet of transmission pipeline. These pipes are 8 inches and larger.

As shown on **Table 1**, the total 2019 replacement value of the existing wholesale water infrastructure and water rights is \$28,885,400. The 20 year water capital improvements plan totals \$7,613,888. The total costs for the basis of the tap fee is \$36,499,288.

Tap Fee Rate

The Town currently serves 1648 EQR's. The water treatment plant is operating at 50% of its capacity and could serve approximately 3,300 EQR's. The 20 year capital improvements plan is designed to provide service for growth including replacement and upsizing of water transmission lines and constructing additional system storage. Therefore, RESOURCE believes 3,300 EQR is a reasonable basis for determining the tap fee rate. As shown on **Table 1**, the resulting tap fee rate is \$11,000 per EQR. RESOURCE notes that if the tap fee were based only on the existing infrastructure, the rate would be \$8,750 per EQR. While the capital improvements plan includes items that increase the capacity of the system, some items are for the benefit of all users. Therefore, RESOURCE recommends a tap fee rate of \$9,875.

Implementation

The current tap fee rate is \$5,835.98 per EQR and the 2019 analysis recommends a tap fee rate at \$9,875 per EQR. It is recommended that the Town phase in the new rate over a 3 year time frame. The rate would be \$7,000 for 2020 and increasing to \$10,000 by 2023. It is recommended that the annual rate then be increased by 3% each year to account for inflation.

Please call if you have any questions or need additional information.

Sincerely,

RESOURCE ENGINEERING, INC.

DRAFT

Michael J. Erion, P.E.
Water Resources Engineer

MJE/mmm
1168-8.0

Attachments

CC: Janet Aluise, Town Planner
Trey Fonner, Public Works Director

Table 1
Town of Silt
Existing Water System and 30 Year Capital Investment Costs

Type	Quantity/Capacity	Replacement Value
Land	9 acres/WTP-WWTP (\$40K/acre)	\$ 360,000
Easements	1 acre (purchased) (\$30K/acre)	\$ 30,000
Water Rights	Water Court Cost Municipal Water Rights 217 AF Ruedi Reservoir 55 AF HCU Last Chance Ditch	\$ 725,000
Water Tanks	4 Tanks Tank # 1, 800,000 gallons Tank # 2, 600,000 gallons Tank # 3, 250,000 gallons Tank # 4, 150,000 gallons Total	\$ 3,336,000 \$ 2,502,000 \$ 1,042,500 \$ 625,500 \$ 7,506,000
Pump Stations	Mesa View Pump Station (2-15 hp submersibles) Sunrise Pump Station (3-15 hp Berkley pumps) Total	\$ 4,800 \$ 4,600 \$ 9,400
PRVs	3 (\$5K each)	\$ 15,000
Water Treatment Plant/Capacity	2 Micro Filtration Skids Building and Associated Infrastructure Total	\$ 800,000 \$ 7,440,000 \$ 8,240,000
Treated Transmission Lines	109,067 linear feet, 8 inch and larger	\$ 12,000,000
TOTAL INFRASTRUCTURE		\$ 28,885,400
Capital Improvements	20-Year Water Capital Improvement Plan	\$ 7,613,888
GRAND TOTAL		\$ 36,499,288
Current EQRs = 1,648 At 50% capacity in WTP (1 MGD)		
TOTAL EQRs		3300
2019 TAP FEE RATE		
EXISTING INFRASTRUCTURE		\$ 8,753
WITH CAPITAL IMPROVEMENTS		\$ 11,060

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
January 13, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Election update

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

RECOMMENDATION:

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Town of Silt will be having its Regular Municipal Election on April 7 to fill five upcoming vacancies on the Board. Please see the attached information regarding the upcoming process.

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

ORIGINATED BY:

PRESENTED BY: Town Clerk, Sheila McIntyre

DOCUMENTS ATTACHED: General Election memo and calendar

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:



Sheila M. McIntyre, Town Clerk

REVIEWED BY:



Jeff Layman, Town Administrator

MEMORANDUM

Date: January 2, 2020

To: Mayor Richel and Board of Trustees

From: Sheila McIntyre, Town Clerk

Re: General Election update

Mayor and Trustees,

Staff felt this might be a good time to provide the Board with an update on the General Election that will be taking place on April 7 at which time five seats will be up.

Three of the seats are for four-year terms:

- Mayor Pro-tem Knott – who was elected to a two-year term in 2018
- Trustee Prieto – who has completed her full four-year term
- Trustee Walls – who has completed Mayor Richels' four-year term as Trustee since he was elected Mayor in 2018

According to State Statutes, if an elected official resigns from their position the person appointed to fill that position will only be able to do so until the next general election. With that being said, the other two seats up for election are for two-year terms:

- Trustee Poston – who was appointed when Trustee Tucker resigned
- Trustee Brinrnall – who was appointed when Mayor Pro-tem Alexander resigned

I have included with this memo my "Election Calendar" which lays out the process and timelines. Nomination petitions will be available beginning January 7 through January 27 for any qualified registered elector who chooses to run. To be qualified a person must be:

- Eighteen years of age
- A registered elector
- A resident of Silt for at least 12 consecutive months immediately preceding the date of the election

If anyone should have any questions regarding the calendar or any part of the process, please don't hesitate to contact me.

Sheila McIntyre
Town Clerk / Designated Election Official

**TOWN OF SILT
MUNICIPAL STAND ALONE MAIL BALLOT ELECTION CALENDAR
APRIL 7, 2020
Title 31, Article 10, Part 3**

Exclude Election Day and count backwards; the day before the election will be day number one. If the last day of any period is a Saturday, Sunday or legal Holiday, the period is extended to the next day which is not a Saturday, Sunday or legal Holiday

EXCEPT for petition circulation and filing a petition; if the last day of any period is a Saturday, Sunday or legal Holiday, the period shall be the day preceding the Saturday, Sunday or a legal Holiday.

RED = CLERK

BLUE = TABOR DEADLINES FOR CLERK

GREEN = CANDIDATE

BLACK = COLORADO REVISED STATUTES

Date	Number of Days	Action
2019		
November 25, 2019 <i>Monday</i>	N/A	<input type="checkbox"/> RESOLUTION For Nov 25 th BOT Meeting authorizing a mail ballot election and for the Town Clerk to appoint election judges CRS 31-10-401 (Resolution 31-2019)
December 11, 2019 <i>Wednesday</i>	N/A	<input type="checkbox"/> PRESS RELEASE sent to Citizen Telegram to run on December 19, 2019
2020		
January 6, 2020 <i>Monday</i>	N/A	<input type="checkbox"/> LAST DAY for clerk to prepare the petition forms for nomination. CRS 31-10-302 (1)(2)
January 7, 2020 <i>Tuesday</i>	91 Days	<input type="checkbox"/> FIRST DAY that nomination petitions may be circulated. CRS 31-10-909(a)
Within 10 Days after petition received	VARIES	<input type="checkbox"/> Candidates must file Candidate Affidavit / Fair Campaign Practices Act Paperwork with Town Clerk; Title 1, Article 45
January 8, 2020 <i>Wednesday</i>	90 Days	<input type="checkbox"/> FIRST DAY absentee ballot applications may be requested orally or in writing with the municipal clerk. CRS 31-10-1002
January 27, 2020 <i>Monday</i>	71 Days	<input type="checkbox"/> LAST DAY for nomination petitions to be filed with the municipal clerk. CRS 31-10-909 (a) <input type="checkbox"/> All petitions and nominations that are in apparent conformity with the Municipal Election Code, as determined by the municipal clerk, are valid unless there is a written objection within THREE DAYS after the filing of the nomination petition. Notice of the objection must be mailed “forthwith” to the affected candidate. The municipal clerk must determine the validity of the objection within at least 48 hours after it is filed. Any sustained objection may be remedied or any defect cured by an amendment to the original petition, or by filing a new petition within three days after the objection is sustained and no later than the 64TH DAY before the election.**All nominations valid unless objection filed within 3 days CRS 31-10-305 <input type="checkbox"/> MAIL sufficient / insufficient letters to candidates

February 3, 2020 <i>Monday</i>	64 Days	<input type="checkbox"/> WRITE IN CANDIDATE: If the governing body has so approved by ordinance, no write-in vote for any municipal office shall be counted unless an <u>affidavit of intent</u> has been filed with the clerk prior to 64 days before the day of the election by the person whose name is to be written in indicating that such person desires the office and is qualified to assume the duties of that office if elected. CRS 31-10-912 and SMC 1.16.040 <input type="checkbox"/> LAST DAY nomination petitions may be amended to correct or replace signatures <input type="checkbox"/> **LAST DAY to withdraw nomination petition. See requirements in Elections Book or CRS 31-10-909 (b)
February 4, 2020 <i>Tuesday</i>	63 Days	<input type="checkbox"/> LOT DRAWING for names on ballot; candidates MUST have submitted and signed their letter of acceptance/withdraw for candidacy <input type="checkbox"/> If an ordinance has been adopted by the governing body pursuant to Section 31-10-507; SMC 1-16-050, the clerk may CANCEL THE ELECTION and declare the candidates elected upon a <u>resolution</u> by the governing body if the election of persons to office is the only matter before the voters, and there are not more candidates than offices to be filled at such election, including write-in candidates filing affidavits of intent. In the event of such cancellation, <u>notice of cancellation:</u> <input checked="" type="checkbox"/> shall be published in Citizen Telegram <input checked="" type="checkbox"/> shall be posted in at least one public place
February 5, 2020 <i>Wednesday</i>	62 Days	<input type="checkbox"/> Request UOCAVA list from the County
February 7, 2020 <i>Friday</i>	60 Days	<input type="checkbox"/> LAST DAY County Clerk can provide list of military/oversees voters to DEO CRS 31-10-102.8(5)
February 10, 2020 <i>Monday</i>	57 Days	<input type="checkbox"/> ORDER Ballots <input type="checkbox"/> RESOLUTION declaring candidates elected on agenda if no more candidates than offices to be filled
February 12, 2020 <i>Wednesday</i>	55 Days	<input type="checkbox"/> CONTACT Chamber regarding candidate forum <input type="checkbox"/> CONTACT Michael Churchill to televise forum
February 21, 2020 <i>Friday</i>	46 Days	<input type="checkbox"/> LAST DAY to file written comments concerning TABOR issues to be included in the issue mailing. **TABOR = Taxpayer Bill of Rights; debt or a tax increase (CO Constitution Article 10-20(3)(b)(v). Must be filed 45 days prior to election which is always a Saturday, therefore must be filed on the Friday preceding the 45 th day. Title 1-7-901(4) and CRS 31-10-501.5.) ***If no comments = must indicate “NO COMMENTS WERE FILED BY THE CONSTITUTIONAL DEADLINE” Title 1-7-903(4) <input type="checkbox"/> LAST DAY to mail UOCAVA Ballot to overseas voters CRS 31-10-102.8(2)(a)

February 24, 2020 <i>Monday</i>	43 Days	<input type="checkbox"/> LAST DAY for petition representatives for TABOR initiated measures, to submit a summary of comments in FAVOR of the measure to the DEO. Title 1-7-903(3) **must submit all written comments, not just their own. ** <u>Typewritten</u> comments must be submitted no later than 3:00 pm CRS 31-10-501.5 **The DEO <u>summarizes</u> comments filed in opposition to the initiated measure. ** DEO creates pro/con summaries if item is referred to ballot by the board. **If no comments are filed must indicate, “NO COMMENTS FILED BY THE STATUTORY DEADLINE” Title 1-7-904
March 3, 2020 <i>Tuesday</i>	35 Days	<input type="checkbox"/> ORDER voter registration list from County <input type="checkbox"/> ORDER ballot box from County Clerk <input type="checkbox"/> MAIL Judges packets and acceptance/standby letters
March 6, 2020 <i>Friday</i>	32 Days	<input type="checkbox"/> LAST DAY to mail TABOR Ballot Issue Notice to all “Registered households” CO. Constitution Art. 10, 20(3)(b) CRS 1-7-901 <input type="checkbox"/> LAST DAY to get from County Clerk a preliminary list of registered electors. CRS 31-10-910 (1)(a) <input type="checkbox"/> Email candidates FCPA dates and reminders
March 11, 2020 <i>Wednesday</i>	27 Days	<input type="checkbox"/> TENTATIVE Candidate forum – Hosted by the Chamber
March 13, 2020 <i>Friday</i>	25 Days	<input type="checkbox"/> EMAIL candidates FCPA date and reminder for March 17
March 16, 2020 <i>Monday</i>	22 Days	<input type="checkbox"/> LAST DAY a person can establish residency in the State of Colorado. CRS 31-10-201(1)(b) <input type="checkbox"/> FROM THIS DAY registered voter can change their address. Can be done any day up to election day. <u>CAN ONLY BE DONE AT COUNTY CLERKS OFFICE</u> CRS 31-10-208 <input type="checkbox"/> REQUEST from County Clerk supplemental list of names of eligible electors whose names were NOT on the preliminary list. CRS 31-10-910 (1)(b) <input type="checkbox"/> FIRST DAY ballots can be made available in clerks office for pick-up / replacement. CRS 31-10-910(d) <input type="checkbox"/> *FIRST DAY DEO can mail out ballots CRS 31-10-910(2)(a) <input type="checkbox"/> Secure Judges
*No sooner than 22 Days and no later Than 15 Days		
March 17, 2020 <i>Tuesday</i>	21 Days	<input type="checkbox"/> Contribution reports required by the Fair Campaign Practices Act to be filed with the municipal clerk must be filed on the twenty-first day and on the Friday before (April 1st) and thirty days (May 5th) after the election. ** Send a \$50 per day fine to candidate who does not turn them in on time. Title 1-45-108 (1)(a)(I) and 1-45-108 (1)(II) and 1-45-108 (2)(II)

March 18, 2020 <i>Wednesday</i>	20 Days	<input type="checkbox"/> LAST DAY a ballot issue concerning the creation of debt or other financial obligation must post a notice, as described in CRS 1-7-908. This notice is in addition to any required TABOR BALLOT issue notice. CRS 31-10-501.5 <input type="checkbox"/> LAST DAY for County Clerk to provide supplemental list of eligible electors whose name were NOT on the preliminary list
March 19, 2020 <i>Thursday</i>	19 Days	<input type="checkbox"/> LAST day to email election notice to Citizen Telegram to be published in the March 26th edition
March 23, 2020 <i>Monday</i>	15 Days	<input type="checkbox"/> LAST DAY for the CLERK to appoint election judges (MINIMUM OF THREE JUDGES ARE NEEDED FOR ELECTION) CRS 31-10-401 <input type="checkbox"/> FIRST DAY Mail Ballots may be counted. CRS 31-10-911 <input type="checkbox"/> LAST DAY mail ballots may be mailed to registered elector CRS 31-10-910(2)(a) <input type="checkbox"/> CONDUCT Judges Training <input type="checkbox"/> ISSUANCE of certificate of appointment to judge <input type="checkbox"/> ISSUANCE of certificate of judges training
March 26, 2020 <i>Thursday</i>	12 Days	<input type="checkbox"/> LAST DAY that notice of election can be in the paper
March 27, 2020 <i>Friday</i>	11 Days	<input type="checkbox"/> LAST DAY TO POST: CRS 31-10-501 (3) <input checked="" type="checkbox"/> "POLLING PLACE FOR THE TOWN OF SILT REGULAR MUNICIPAL ELECTION" <input checked="" type="checkbox"/> Election date <input checked="" type="checkbox"/> Election Hours
April 1, 2020 <i>Wednesday</i>	6 Days	<input type="checkbox"/> Email candidates FCPA date and reminder for April 3
April 3, 2020 <i>Friday</i>	Friday before the election	<input type="checkbox"/> LAST DAY to request an absentee ballot with DEO CRS 31-10-1002 <input type="checkbox"/> LAST DAY to file with the Clerk, contribution reports required by the Fair Campaign Practices Act. CRS 1-45-108 (2)(a)
April 6, 2020 <i>Monday</i>	1 Day before the election	<input type="checkbox"/> JUDGES will take the oath. CRS 31-10-407 <input type="checkbox"/> SWEAR in the judges <input type="checkbox"/> FIRST DAY judges will start counting ballots
April 7, 2020 <i>Tuesday</i>	Election Day	<input type="checkbox"/> ELECTION DAY – Town Hall will be open from 7 am to 7 pm CRS 31-10-601 <input type="checkbox"/> LAST DAY for registered electors to file an affidavit of <u>change of address</u> with the county clerk. CRS 31-10-208 <input type="checkbox"/> LAST DAY for Emergency Ballot to be requested. CRS 31-10-1010(1)(a) <input type="checkbox"/> LAST DAY to request replacement ballot. CRS 31-10-910 (e)(I) <input type="checkbox"/> LAST DAY to vote via absentee ballot. CRS 31-10-1004

		<input type="checkbox"/> Check Post Office at end of day for ballots <input type="checkbox"/> Contact candidates and current board <input type="checkbox"/> PUBLISH unofficial certified statement of election in the Citizen Telegram CRS 31-10-1205 (2) **CLERK must sign unofficial results <input type="checkbox"/> POST unofficial results on: Front door (kiosk) Town of Silt Access Channel Town of Silt website
April 8, 2020 <i>Wednesday</i>	Day after election	<input type="checkbox"/> Thank you letters to all candidates <input type="checkbox"/> Thank you letters to Judges <input type="checkbox"/> Order name plaques for newly elected candidates <input type="checkbox"/> Order name badges for newly elected candidates <input type="checkbox"/> Order signature stamp for Mayor (if Mayoral election) <input type="checkbox"/> Certificates of Election <input type="checkbox"/> Prepare Oaths of office <input type="checkbox"/> Request picture from new candidates <input type="checkbox"/> Set up email for newly elected candidates <input type="checkbox"/> Add newly elected candidates to Trustees list <input type="checkbox"/> Update history spreadsheet of candidates
April 15, 2020 <i>Wednesday</i>	8 Days After	<input type="checkbox"/> LAST DAY UOCAVA Ballot can be counted per 31-10-102.8(3) <input type="checkbox"/> LAST DAY to receive letters sent to voters whose signatures had been disqualified
April 16, 2020 <i>Thursday</i>	9 Days After	<input type="checkbox"/> JUDGES in to complete counting once UOCAVA Ballots and signature verification ballots are received <input type="checkbox"/> EMAIL unofficial results to: mvanderbrook@cml.org (Name of new candidates elected, address, phone and who they replaced) media, and all others who have requested results
April 17, 2020 <i>Friday</i>	10 Days After	<input type="checkbox"/> LAST DAY for municipal clerk to open the returns and make all abstracts of votes for each office in the presence of the Mayor or other assistant. CRS 31-10-1201 <input type="checkbox"/> CANVASS must be completed and election results certified; copy of the Official Abstract of Votes Cast must be sent to SOS; newspaper; website. CRS 31-10-1201 ** Results are official only after canvass <input type="checkbox"/> Clerk shall notify DOLA of election results CRS 31-10-1205(2) <input type="checkbox"/> LAST DAY an interested party may submit a written request for recount, at their expense. CRS 31-10-1207(2) <input type="checkbox"/> SEND Certificate of Determination to newspaper <input type="checkbox"/> RETURN ballot box to County Clerk
April 22, 2020 <i>Wednesday</i>	15 Days After	<input type="checkbox"/> LAST DAY for mandatory recounts. CRS 31-10-1207(1) Highest number – lowest number = X If X less than or = to ½ of 1%

April 23, 2020 <i>Thursday</i>	16 Days	<input type="checkbox"/> RESULTS of election in the Citizen Telegram
April 24, 2020 <i>Friday</i>	17 Days After	<input type="checkbox"/> LAST DAY for a person to contest the election of any person to a municipal office by filing such contest with the municipal clerk's office. CRS 31-10-1303 (pursuant to 31-10-1301)
April 27, 2020 <i>Monday</i>	20 Days 1st BOT Meeting After Election is complete	<input type="checkbox"/> Summary of Election to Town Administrator <input type="checkbox"/> Issue certificates of candidacy to newly elected candidates <input type="checkbox"/> SWEAR IN NEW BOARD <input type="checkbox"/> APPOINT MAYOR-PRO-TEM according to Section 2-5 of the Silt Home Rule Charter <input type="checkbox"/> LAST DAY to contest if recount is conducted. CRS 31-10-1303 <input type="checkbox"/> Put new Mayor on bank accounts (if Mayoral election) <input type="checkbox"/> Pull mail from outgoing Mayor/Trustees mailboxes
May 5, 2020 <i>Tuesday</i>	28 Days	<input type="checkbox"/> Email candidates FCPA date and reminder for May 7
May 7, 2020 <i>Thursday</i>	30 Days	<input type="checkbox"/> LAST DAY for Contribution reports required by the Fair Campaign Practices Act (FCPA) to be filed with the municipal clerk. Title 1-45-108(1)(a)(I) and 1-45-108(1)(II) and 1-45-108 (2)(II)
October 8, 2020 <i>Thursday</i>	6 Months 1 Day After	<input type="checkbox"/> If no challenges made, ballots and absentee voter identification envelopes may be destroyed. CRS 31-10-616
April 8, 2022 <i>Friday</i>	2 Years 1 Day After	<input type="checkbox"/> All nomination petitions may be destroyed. CRS 31-10-302 (7)

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
January 13, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Award of best decorated yard for Christmas

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

RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Town opened up a contest for the best decorated yard for Christmas. Staff only received one vote and it was for 1004 Grand Avenue.

FUNDING SOURCE: N/A

ORDINANCE FIRST READING DATE: N/A

ORDINANCE SECOND READING DATE: N/A

RESOLUTION READING DATE: N/A

ORIGINATED BY:

PRESENTED BY: Mayor Richel

DOCUMENTS ATTACHED:

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

SUBMITTED BY:

REVIEWED BY:



Sheila M. McIntyre, Town Clerk, CMC



Jeff Layman, Town Administrator



**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
December 3, 2019**

AGENDA ITEM SUMMARY

SUBJECT: Request for Support: Census 2020 Complete Count Committee

PROCEDURE: Action Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Garfield County Government is working with the **Aspen to Parachute Complete Count Committee (A2PCCC)** to develop a coordinated outreach program to ensure everyone in our region is counted in the upcoming 2020 Census. They are asking area municipalities to contribute to the cause. Please see Garfield County Manager Kevin Batchelder's email content, addressed to municipal managers, attached.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED: Kevin Batchelder Email Content

SUBMITTED BY:

Jeff Layman
Jeff Layman, Town Administrator

REVIEWED BY:


Sheila M. McIntyre, Town Clerk

11/21/19

Managers,

Garfield County is currently working with the **Aspen to Parachute Complete Count Committee (A2PCCC)** to develop a coordinated outreach program to ensure everyone in our region is counted in the upcoming 2020 Census. There are many good reasons to ensure every person is counted:

- For every person that wasn't counted in the 2010 census, \$2300 year was lost in federal funding.
- Businesses/industry use census data in making location decisions.
- Census data is used in determining necessary levels of service for safety and emergency preparedness.
- The Colorado River Valley in Garfield County has the highest hard to count populations in the county (see attached screen shots from the Hard To Count maps provided by the US Census- the Rifle area has some of the highest hard to count populations in the state). The higher the "hard to count populations" the higher likelihood that folks won't be counted. Thus, the greater need for upgraded outreach.

The outreach efforts will be primarily focused on media campaigns (print, radio, bus advertising, social media) and targeted outreach through a number of different partnerships (the A2PCCC includes representatives from governments (Planners, DHS specialists, PIO's), libraries, schools, interested individuals, along with social groups that cater to hard to count populations- Latinos, children under 5, the elderly, those without internet, those with a distrust in government, etc....).

The partnership outreach will include providing materials to be distributed at events throughout the A2P region, providing census training and outreach via all the libraries in the area and creating census related events. It is the goal of the A2PCCC to ensure that all areas of the A2P region are equitably covered.

The A2PCCC had applied for a grant from DOLA to assist with our efforts and augment funds committed from local government. Unfortunately, that grant was denied, leaving a large gap in our funding. The A2PCCC currently has local government committing funds totaling \$121,000 (with \$91,000 of that coming from outside Garfield County).

Funds Committed

Community	Amount
Aspen	\$37,000
Basalt	\$7,000
Carbondale	\$5,000 (maybe up to 7k)
Eagle	\$10,000
Garfield County	\$10,000
Glenwood Springs	\$15,000
Pitkin County	\$37,000
Total	\$121,000

After receiving word on the denial of the DOLA grant, the A2PCCC is in the process of creating a new, downsized budget. This budget will rely solely on funds committed from local governments and in-kind services received (RFTA has donated spots on their buses for ads- we will need to cover the cost of printing).

On behalf of our Complete Count Committee, I have been asked to reach out to New Castle, Silt, Rifle and Parachute to see if your communities can support this effort, even a small contribution of \$1,000 to \$2,500 would be helpful. Thank you for your consideration, please let me know if you are willing to consider this request.

Sincerely,

Kevin Batchelder
Garfield County Manager



The Census is a constitutionally required ten-year count to produce statistics of all people living in the US regardless of citizenship.

For the past several months, a cross-sector coalition of leaders from Aspen to Parachute has been collaborating to address the barriers to achieving a complete Census count in the Roaring Fork Valley and Colorado River Valley. The strategy is to create trust among residents and motivate participation among residents to ensure a complete count of our areas in the 2020 Census.

A Steering Committee including members from Eagle County, Valley Settlement, the Aspen Community Foundation, Town of Carbondale, City of Glenwood Springs, Pitkin County, City of Aspen, Garfield County, Town of Snowmass Village and the Town of Basalt is currently working with Rachel Brenneman from Manifest Communications on an outreach campaign that will kick off at the end of the month.

**TOGETHER
WE COUNT**

ASPEN ► PARACHUTE



**CENSUS
2020**

The Aspen to Parachute Complete Count Committee

A cross-sector coalition of leaders from Aspen to Parachute to address the barriers to achieving a complete Census count in the Roaring Fork Valley and Colorado River Valley.

Local Government: Pitkin County, Garfield County, Eagle County, City of Aspen, Town of Snowmass Village, Town of Basalt, Town of Carbondale, City of Glenwood Springs, City of Rifle, Town of New Castle, Town of Silt and Town of Parachute.

Non-Profits, Institutions, Business, Media: Aspen Community Foundation, Valley Settlement, YouthZone, Literacy Outreach, English in Action, Catholic Charities, Alpine Legal Services, Garfield County Libraries, Roaring Fork Transportation Authority, Colorado Mountain College, Roaring Fork Schools' Family Resource Center, School Districts (RE-1, RE-2, Aspen, RE-16), Alpine Bank, Aspen Chamber Resort Association, Aspen Skiing Co., El Montañés, La Tricolor, Aspen Daily News/Aspen 82, the Sopris Sun, Entravision, KDNK Radio, and Aspen Magazine

The Goal

The goal of the A2PCCC is to increase participation in the 2020 Census. The focus will be on the following hard-to-count populations:

- Young children
- Seniors
- Seasonal Workers
- People without mailboxes
- Latinx

The Strategy

Create a comprehensive public outreach and education campaign to reach all hard to count populations as well as the general public from Aspen to Parachute.

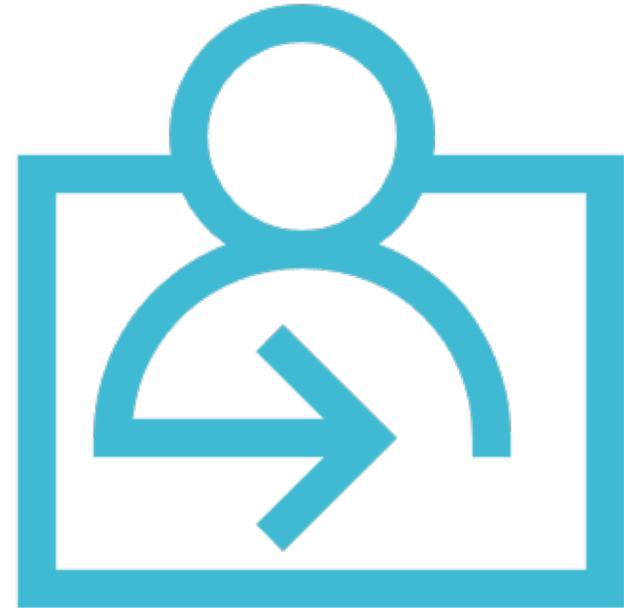
The focus is to develop key messages and delivery mechanisms that:

- Engender trust
- Dispel myths
- Assuage fears
- Explain why the census is important
- Demonstrate that completing the census is easy

The Plan

These are a number of “general” outreach tactics. Following slides outline specifics for each population.

- Advertising campaign – radio, print (newspapers and RFTA), digital, social media
- Grassroots video campaign
- Inserts in utility bills
- City Market presence
- Table-top displays at municipalities and valley organizations
- Posters at key community locations + libraries
- Social Media – Branded channels (FB/Instagram/YouTube) with relevant content through May 1
- Media/Press – Work with A2PCCC media partners to get editorial coverage.



Census 2020 Timeline

January – A2PCCC Campaign Kicks Off

Early March – Postcard sent to physical addresses with instructions for participation

March 23 – Census opens for responses! Online, phone, mail-in forms

April 1 – Census Day

April - June - Group quarters count (dorms, nursing homes, etc.)

March 16 - April 27th – 4 reminder letters sent . Third mailing will include paper questionnaire

May – Census representatives visit homes of non-respondents

December – Data delivered to the President of the United States and Congress

Why is the census important?

1. Money - Each person counted in the Census equates to approximately \$2,300 annually in federal funds allocated to Colorado for important for community services like schools, health services, road improvements, public housing and Veterans programs.
2. Voice in government- Colorado could gain a seat in the House of Representatives with a complete count
3. Important Decisions - Census data is used by decision makers to plan for community development, services and more.

Key Messages

1. It's Important – Money, voice in government, decisions
2. It's Easy – 10 Questions/10 minutes!
3. It's Safe - 100% Confidential
4. It's Not Personal - No social security numbers or citizen questions

Why participate in 2020?

It's Easy – 10 Questions/10 minutes!

The questions include:

- Number of people living or staying in your home on April 1, 2020 (include renters, seasonal stays, multiple generations)*
- Name, sex, age, date of birth, race of each person in the home, their relationship to a central person in the home, a phone number, if you own or rent

*Only ONE census form per household. Counting people where they live and sleep most of the time.

Hard to Count Population Outreach Tactics

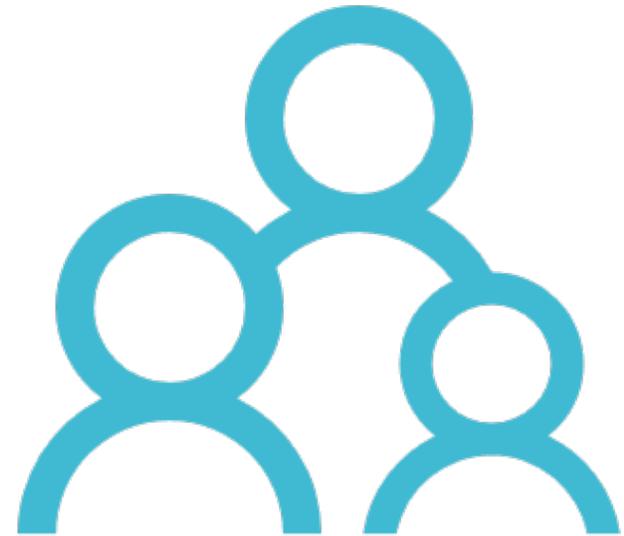
KIDS – 5th Grade and Under

Collaborating with RE-1 to create:

- Coloring sheet (2nd grade and under)
- Word puzzle (3-5th graders)
- Census CREW lesson
- “Count me” stickers

Work with all public schools to
distribute material and conduct
lesson on Census Day

(RE-1, RE-2 , Aspen , RE-16)



Latinx

- Videos - 15-20 second videos to share on social platforms
- Partnerships – Work with local organizations like churches from Basalt to Parachute , Valley Settlement, Alpine Legal Services, libraries etc.
- Libraries - Have info in Spanish, utilize their programs (English classes and kids programs) to distribute information, utilize computer stations
- Events - A mobile computer station to bring to various community events put on by churches and/or local organizations
- Brush Creek/Intercept Lot Carpool Kiosk - Coffee/donuts and info handed out each morning during census week
- Advertising – RFTA, La Montanas, La Tricolor/La Nueva Mix
- City Market - People handing out info at the door
- Speak Series - Latino Chamber, Club Rotano

Senior Citizens

- Produce a large-print information sheet specific for senior needs
- Lunch site tour
 - Utilize a singer/guitarist to visit lunch sites to do a fun musical presentation, talk about census and distribute materials
- Work with health and human services from all counties to spread the word
- Table top display at senior centers
- Posters at libraries

Seasonal Workers

Work directly with Ski Co HR and marketing to promote through:

- Flyers with specific messages
- Table top display in operations offices
- Possible event
- Email messages / internal communications
- ACRA – Educate membership base of business owners – especially lodges/restaurants
- Temp Agencies – Distribute information
- Contractor Licenses – Add info sheet to packet
- Chambers – Utilize chambers from each town/city to reach business owners

No Mailboxes

- Post office box holder mailing
 - Send two mailings to ALL residential PO boxes from Aspen to Parachute
- Posters on community centers/gathering places and bulletin boards
- Collaborate with US Post Office – Post Masters
- Door knocking to homes in areas of low response

Organizational outreach

Educate ALL A2PCCC members that represent local institutions and organizations so they can educate their staff/employees/networks

- Census 101 basics – Create a simple PowerPoint and train members on the presentation (Held January 15 in Carbondale)

How YOU can help

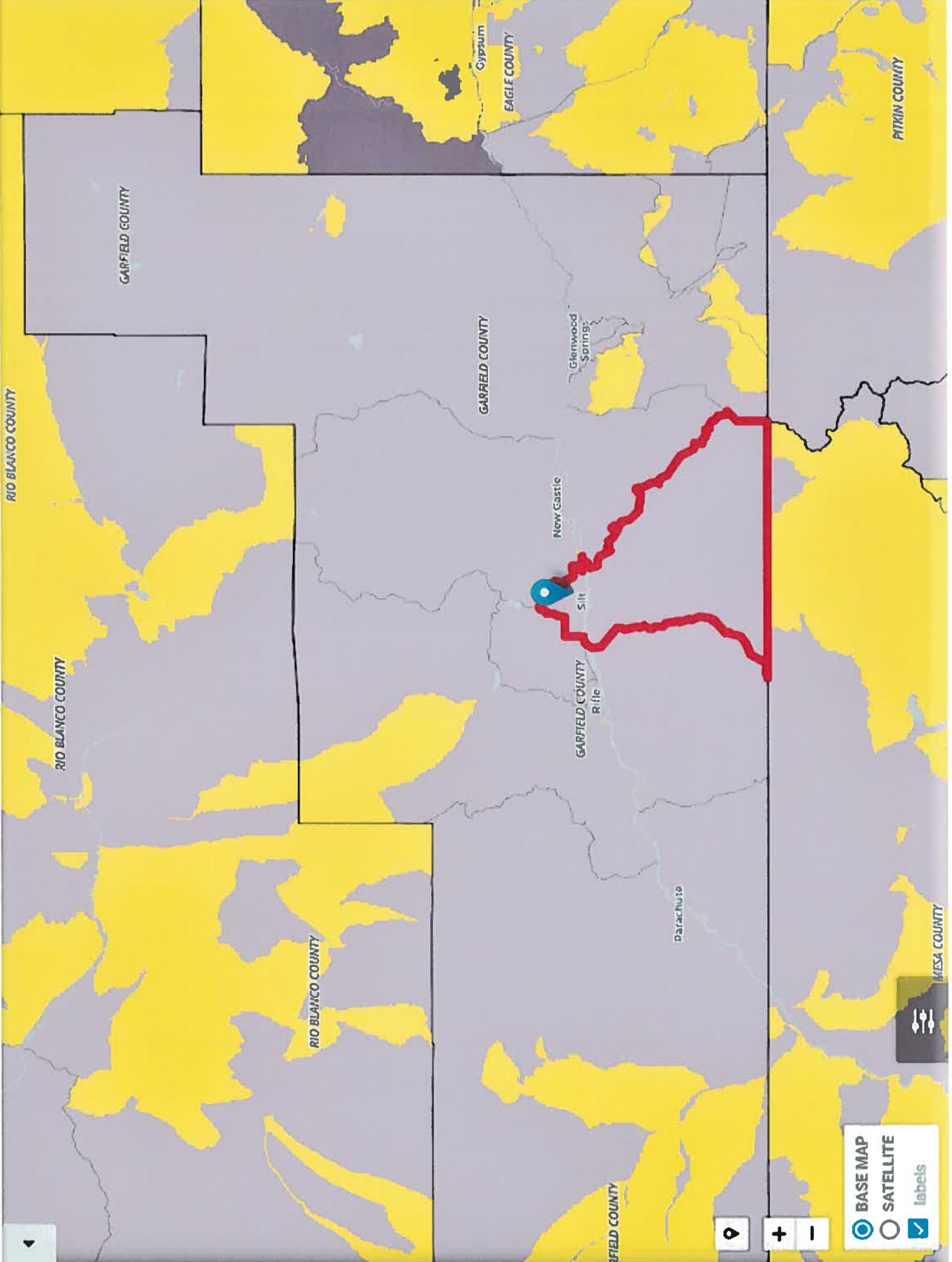
1. Complete your 2020 Census
2. Be a Census 2020 Ambassador
 - Encourage your friends, family, neighbors and colleagues to do so as well.
 - Write a letter to the editor about why it is important or why you are participating
 - Volunteer for an Aspen to Parachute Complete Count Committee Event

Thank you for
your support!!

**TOGETHER
WE COUNT**
ASPEN ▶ PARACHUTE



**CENSUS
2020**



- BASE MAP
- SATELLITE
- labels



LEG.

JS

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TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING

March 4, 2019

AGENDA ITEM SUMMARY

SUBJECT: Employee Retirement Contribution

PROCEDURE: Discussion Item

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2020 budget passed last month includes a provision that increases the Town's retirement contribution from 4% to 5% on a voluntary basis, based on whether an employee wished to match the increase or not. The intent of the Human Resources subcommittee was to allow some choice in the matter for employees. We have now been advised by our retirement provider (Colorado Retirement Association, formerly CCOERA), that due to recent changes in the law, the IRS will not allow such an option without a corresponding penalty. In this case, the penalty is that the employee would be required to keep that retirement contribution for the entirety of their time with the Town.

In talking with Town employees and realizing that most were inclined to take the Town's offer, we have decided to make this 5% matching contribution a requirement of all covered employees.

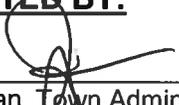
ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

FUNDING SOURCE: General Fund: No additional cost to the 2020 budget

DOCUMENTS ATTACHED: N/A

SUBMITTED BY:



Jeff Layman, Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

**TOWN OF SILT
RESOLUTION NO. 5
SERIES 2020**

**A RESOLUTION ADOPTING THE AMENDED PARTICIPATION
AGREEMENT FOR THE COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

WHEREAS, the Town Board of Trustees (Board) has reviewed the participation plan for the Colorado Retirement Association Retirement Plan; and

WHEREAS, the Town of Silt has been a member of the Colorado Retirement Association previously known as Colorado County Officials and Employee Retirement Association plan since May 1, 1977; and

WHEREAS, the plan has been amended to reflect changes made in the contribution amounts made by the Town of Silt,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Town of Silt, that:

Section 1. The Colorado Retirement Association retirement plan has been amended and restated due to changes in the contribution amount.

Section 2. The amended and restated retirement plan is hereby approved and adopted for all applicable employees with the Town of Silt.

APPROVED AND ADOPTED this 13th day of January, 2020

TOWN OF SILT

ATTEST:

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC

**COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Town of Silt

Association Member Original Participation Date: March 1, 1979

Participation Agreement Effective Date: January 1, 2020

Prior Participation Agreement Date: July 1, 2008

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to

perform the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS.** All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE.** “Eligible Employee” means the following:

[Specify one option only.]

- All Employees.** Every Employee of the Participating Employer.
- All Benefitted Positions.** Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer’s standard personnel practices.
- Every Employee of the Participating Employer who works at least _____ months per year and at least _____ hours per week.
- Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION.** An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

- Immediately as of:
 - The Eligible Employee’s Date of Hire.
 - The first day of the Eligible Employee’s first full payroll period.
- Immediately after 6 Plan Months. (Not to exceed twelve (12) months).
- Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official’s commencement of term of office.

2.5(a)

REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.

- Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within 12 Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within 12 Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a)

CHANGE IN STATUS.

[Specify one option only.]

- Status of Employee is not applicable. All Employees are *Eligible Employees*, per Section 1.16.
- In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an *Eligible Employee* is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Participating Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

- Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.
- Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.
- A Participant who continues in the employ of the Participating Employer but ceases to be employed as an *Eligible Employee* will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Participating Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a)

EMPLOYER CONTRIBUTIONS. The Participating Employer will make an Employer Contribution for each Participant (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- The Participating Employer will contribute 5 % of the Compensation of such Participant for the Plan Month.
- The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ___% and a maximum of ___% of the Compensation of such Participant. **Once an election is made, it is an irrevocable election.**
- The Participating Employer will contribute for each Participant:
- ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
- For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

3.2

PRIOR SERVICE BENEFIT CONTRIBUTIONS. The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant's annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

- Not Applicable. Employer is an existing Participating Employer.
- The Participating Employer elects not to make Prior Service Benefit Contributions.
- The Participating Employer will contribute to each Participant ____% (*no less than three percent (3%)*) of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

- A. The ***Prior Service Period*** is ____ (*number from one to five*) twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.
- B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over ____ (*number from one (1) to thirty-six (36)*) continuous calendar month(s) (the "***Pay Out Period***"). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a)

MANDATORY PARTICIPANT CONTRIBUTIONS. Each Participant will make a contribution (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- The Mandatory Participant Contribution will equal 5 % of the Compensation of such Participant for the Plan Month.
- The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of ___% and a maximum of ___% of the Compensation of such Participant for the Plan Month.
- The Mandatory Participant Contribution will equal:
- ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
- For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Mandatory Participant Contributions will be:

[Specify one option only.]

- Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*
- After-tax.

5.1(b)(1) **VESTING OF PARTICIPANT’S ACCOUNTS.** In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.

[Specify one option only.]

- Immediate Vesting.*** A Participant is 100% vested upon Plan participation.
- Graded Vesting.*** A Participant will vest pro rata monthly at 20 % annual rate. (must be more than 10%).
- Specified Vesting.*** A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant’s Years of Service):
- 1st Year of Service: _____ %
- 2nd Year of Service: _____ %
- 3rd Year of Service: _____ %
- 4th Year of Service: _____ %
- 5th Year of Service: _____ %
- 6th Year of Service: _____ %

* Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as “picked-up” and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the “pick-up” nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.

5.1(c)

RE-EMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.

- Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

- In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within 12 Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within 12 Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(e) **SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.**

[Select the following option if desired.]

- Not Applicable. Employer is an existing Participating Employer.
- Past Service Credit.*** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 **FORFEITURES ACCOUNT.**

- Not Applicable. Participants are 100% vested in their Accounts.
- Forfeitures will be allocated to reduce future Participating Employer contributions in accordance with the **default** provisions of Section 11.6 of the Plan.
- Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

- Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.
- Participant loans are *not* allowed.

1.9 **DEFINITION OF COMPENSATION.** For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

- Bonuses.
- Overtime pay.
- Premiums for shift differential.
- Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.
- Holiday pay.
- Vacation pay.

- Sick pay.
- Paid Time Off (PTO).
- All post-severance compensation.
- Other *[please specify]*: _____.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION
 Plan Sponsor

By: _____

Title: _____

**COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Town of Silt

Association Member Original Participation Date: March 1, 1979

Participation Agreement Effective Date: January 1, 2020

Prior Participation Agreement Date: July 1, 2008

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to

perform the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS.** All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE.** “Eligible Employee” means the following:

[Specify one option only.]

- All Employees.** Every Employee of the Participating Employer.
- All Benefitted Positions.** Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer’s standard personnel practices.
- Every Employee of the Participating Employer who works at least 12 months per year and at least 40 hours per week.
- Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION.** An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

- Immediately as of:
 - The Eligible Employee’s Date of Hire.
 - The first day of the Eligible Employee’s first full payroll period.
- Immediately after 6 Plan Months. (Not to exceed twelve (12) months).
- Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official’s commencement of term of office.

2.5(a)

REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.

- Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within 12 Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within 12 Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a)

CHANGE IN STATUS.

[Specify one option only.]

- Status of Employee is not applicable. All Employees are ***Eligible Employees***, per Section 1.16.
- In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Participating Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

- Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.
- Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.
- A Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Participating Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a)

EMPLOYER CONTRIBUTIONS. The Participating Employer will make an Employer Contribution for each Participant (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- The Participating Employer will contribute 5 % of the Compensation of such Participant for the Plan Month.
- The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ___% and a maximum of ___% of the Compensation of such Participant. **Once an election is made, it is an irrevocable election.**
- The Participating Employer will contribute for each Participant:
- ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
- For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

3.2

PRIOR SERVICE BENEFIT CONTRIBUTIONS. The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant's annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

- Not Applicable. Employer is an existing Participating Employer.
- The Participating Employer elects not to make Prior Service Benefit Contributions.
- The Participating Employer will contribute to each Participant ____% (*no less than three percent (3%)*) of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

- A. The ***Prior Service Period*** is ____ (*number from one to five*) twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.
- B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over ____ (*number from one (1) to thirty-six (36)*) continuous calendar month(s) (the "***Pay Out Period***"). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a)

MANDATORY PARTICIPANT CONTRIBUTIONS. Each Participant will make a contribution (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- The Mandatory Participant Contribution will equal 5 % of the Compensation of such Participant for the Plan Month.
- The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of ___% and a maximum of ___% of the Compensation of such Participant for the Plan Month.
- The Mandatory Participant Contribution will equal:
- ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
 - ___% of Compensation based on ___ attained Years of Service
- For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Mandatory Participant Contributions will be:

[Specify one option only.]

- Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*
- After-tax.

5.1(b)(1) **VESTING OF PARTICIPANT’S ACCOUNTS.** In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.

[Specify one option only.]

- Immediate Vesting.*** A Participant is 100% vested upon Plan participation.
- Graded Vesting.*** A Participant will vest pro rata monthly at 20 % annual rate. (must be more than 10%).
- Specified Vesting.*** A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant’s Years of Service):
- 1st Year of Service: _____ %
- 2nd Year of Service: _____ %
- 3rd Year of Service: _____ %
- 4th Year of Service: _____ %
- 5th Year of Service: _____ %
- 6th Year of Service: _____ %

* Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as “picked-up” and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the “pick-up” nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.

5.1(c)

RE-EMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.

- Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

- In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within 12 Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within 12 Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(e) **SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.**

[Select the following option if desired.]

- Not Applicable. Employer is an existing Participating Employer.
- Past Service Credit.*** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 **FORFEITURES ACCOUNT.**

- Not Applicable. Participants are 100% vested in their Accounts.
- Forfeitures will be allocated to reduce future Participating Employer contributions in accordance with the **default** provisions of Section 11.6 of the Plan.
- Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

- Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.
- Participant loans are *not* allowed.

1.9 **DEFINITION OF COMPENSATION.** For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

- Bonuses.
- Overtime pay.
- Premiums for shift differential.
- Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.
- Holiday pay.
- Vacation pay.

- Sick pay.
- Paid Time Off (PTO).
- All post-severance compensation.
- Other *[please specify]*: _____.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION
 Plan Sponsor

By: _____

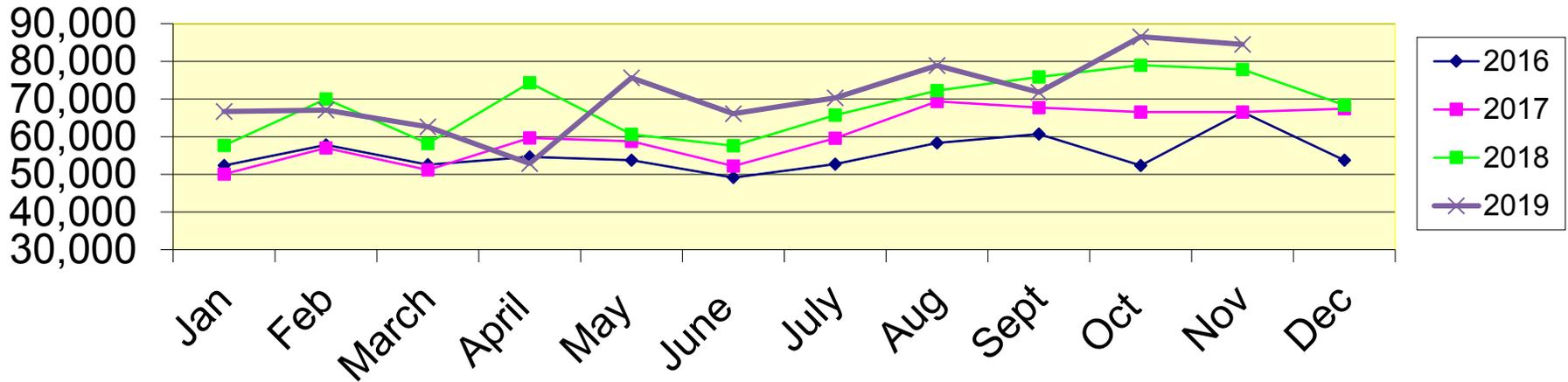
Title: _____

Town of Silt

Month Town Received Funds

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2016	52,385	57,830	52,615	54,665	53,794	49,149	52,739	58,328	60,720	52,339	66,555	53,769
2017	50,080	57,035	51,212	59,655	58,779	52,208	59,598	69,393	67,756	66,559	66,518	67,410
2018	57,660	70,030	58,182	74,318	60,672	57,601	65,718	72,248	75,837	78,986	77,830	68,435
2019	66,667	67,063	62,651	52,890	75,666	66,144	70,293	78,867	71,805	86,548	84,521	

Sales Tax Collected 2016-2018



Y-T-D	Total
611,119	2016 | 664,888
658,793	2017 | 726,203
749,082	2018 | 817,517
783,115	2019 | 783,115

Town of Silt Finance Report

Month: November (92 % of year has elapsed)

General Fund

Revenue	\$ 2,771,106	104%
Expenditures	\$ 2,084,944	79%

General Fund Revenue

Sales Tax:	\$ 786,609	94%
Use Tax:	\$ 358,645	124%

Funds Report

Water/Wastewater:

Revenue	\$ 2,145,496	80%
Expense	\$ 2,068,219	76%

Irrigation:

Revenue	\$ 295,319	94%
Expense	\$ 313,789	89%

Silt Housing Authority:

Revenue	\$ 219,155	97%
Expense	\$ 196,763	89%

Capital Improvement Expenses

Baseball field scoreboard repaired
Community Center demo

Investments

Cash:	\$ 3,560,600	ANB
Checking:	\$ 591,277	ANB
Money Market:	\$ 2,995,915	ANB
Utilities Cash Clearing:	\$ 409	ANB
W/WW Reserved Cash:	\$ (27,000)	ANB

Town of Silt Monthly Financial / Cash Flow Report

November 2019 (92% of the Year has elapsed)

Fund	YTD Revenues	Budgeted Revenues	%	YTD Expenses	Budgeted Expenses	%	Revenues over/under Expenses	Grant Reimb	Current Fund Balance
General Fund	2,771,106	2,663,149	104%	2,084,944	2,629,843	79%	686,162		2,331,056
Conservation Trust Fund	28,933	32,060	90%	17,591	35,000	50%	11,342		80,270
Water & Wastewater Fund	2,145,496	2,679,725	80%	2,068,219	2,732,981	76%	77,277		2,285,268
Irrigation Fund	295,319	315,100	94%	313,789	351,338	89%	-18,470		598,837
Victim Assistance Fund	5,523	5,000	110%	12,276	15,000	82%	-6,753		56,053
Beautification Fund	60,280	45,025	134%	35,701	168,000	21%	24,579		259,057
Park Impact Fund	6,318	15,000	42%	0	10,000	0%	6,318		50,064
Construction Impact Fund	4,152	12,000	35%	0	20,000	0%	4,152		48,138
Silt Housing Authority	219,155	226,500	97%	196,763	220,316	89%	22,392		928,930
Economic Devel. Revolving	16,474	16,990	97%	16,119	16,995	95%	355		13,491
Total	5,552,756	6,010,549		4,745,402	6,199,473		807,354	0	6,651,164
	YTD Revenue	% of Budget							
Sales Tax	786,609	93.60%							
Use Tax	358,645	123.7%							
	YTD Revenue	% of Budget							
Trash Service Fees	357,081	95.0%							
Water Service Fess	721,308	97.0%							
Wastewater Service Fees	875,118	95.0%							
Irrigation Fees	211,143	94.4%							

TOWN OF SILT
 COMBINED CASH INVESTMENT
 NOVEMBER 30, 2019

COMBINED CASH ACCOUNTS

100-0000-100-0101	COMBINE CHECKING-AMERICAN NAT	591,276.81
100-0000-100-0106	MONEY MARKET / COMBINED	2,995,914.58
100-0000-100-0175	CASH CLEARING - UTILITIES	409.00
100-0000-100-0185	RESERVED CASH/WATER/WW	(27,000.00)
	TOTAL COMBINED CASH	3,560,600.39
100-0000-100-0100	CASH ALLOCATED TO OTHER FUNDS	(3,560,600.39)
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	2,395,142.38
3	ALLOCATION TO CONSERVATION TRUST FUND	(44,396.04)
5	ALLOCATION TO WATER & WASTEWATER FUND	763,524.51
6	ALLOCATION TO IRRIGATION FUND	518,312.67
8	ALLOCATION TO VICTIM ASSISTANCE FUND	56,052.95
9	ALLOCATION TO BEAUTIFICATION FUND	241,997.37
12	ALLOCATION TO PARK IMPACT FEE FUND	24,226.01
13	ALLOCATION TO CONSTRUCTION IMPACT FEE FUND	48,138.23
15	ALLOCATION TO SILT HOUSING AUTHORITY	(455,889.01)
17	ALLOCATION TO ECONOMIC DEVELOPMENT REVOLVING	13,491.32
	TOTAL ALLOCATIONS TO OTHER FUNDS	3,560,600.39
	ALLOCATION FROM COMBINED CASH FUND - 100-0000-100-0100	(3,560,600.39)
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

TOWN OF SILT
PAYABLES CLEARING FUND ALLOCATIONS
NOVEMBER 30, 2019

PAYROLL PAYABLES

PAYROLL PAYABLES ALLOCATION RECONCILIATION

1 ALLOCATION TO GENERAL FUND	(375.00)
5 ALLOCATION TO WATER & WASTEWATER FUND	17,739.07
6 ALLOCATION TO IRRIGATION FUND	4,550.35
15 ALLOCATION TO SILT HOUSING AUTHORITY	1,158.04

TOTAL ALLOCATIONS TO OTHER FUNDS	23,072.46

ZERO PROOF IF ALLOCATIONS BALANCE	23,072.46

TOWN OF SILT
BALANCE SHEET
NOVEMBER 30, 2019

GENERAL FUND

ASSETS

001-0000-100-0100	CASH - COMBINED FUND	2,395,142.38	
001-0000-100-0101	ANB BANK	12,539.20	
001-0000-100-0109	XPRESS DEPOSIT ACCOUNT	2,515.02	
001-0000-100-0114	CASH IN BANK - COLO TRUST	35,648.40	
001-0000-100-0125	PETTY CASH	400.00	
001-0000-100-0127	REC. PETTY CASH	4,000.00	
001-0000-100-0135	INVENTORY - RFTA PASSES	192.10	
001-0000-100-0201	ACCOUNTS RECEIVABLE	35,100.46	
001-0000-100-0205	TRASH ACCOUNTS RECEIVABLE	38,735.30	
001-0000-100-0209	A/R - OTHER GOV'T ENTITIES	201,819.87	
	TOTAL ASSETS		2,726,092.73

LIABILITIES AND EQUITY

LIABILITIES

001-0000-200-0101	ACCOUNTS PAYABLE	122,677.20	
001-0000-200-0120	LANDSCAPING DEPOSITS	7,350.00	
001-0000-200-0200	PAYROLL PAYABLES ALLOCATION	(375.00)	
001-0000-200-0204	CHILD SUPPORT PAYABLES	(4,983.48)	
001-0000-200-0205	FEDERAL WITHHOLDING	6.37	
001-0000-200-0206	STATE WITHHOLDING	(182.00)	
001-0000-200-0207	SOCIAL SECURITY WITHHOLDING	3,179.57	
001-0000-200-0208	MEDICARE WITHHOLDING	1,797.51	
001-0000-200-0209	POLICE PENSION PAYABLE	57.68	
001-0000-200-0210	RETIREMENT PAYABLE	1,261.34	
001-0000-200-0211	HEALTH / LIFE PAYABLE	397.25	
001-0000-200-0214	STATE UNEMPLOYMENT PAYABLE	641.79	
001-0000-200-0216	DEATH & DISABILITY	(312.38)	
001-0000-200-0301	ESCROW - CONTRACTOR BONDS	8,470.00	
001-0000-200-0302	STREET CUT DEPOSITS	3,040.00	
001-0000-200-0304	RECR SCHLORSHIP ESCROW	166.00	
001-0000-200-0308	SALES TAX REFUND	32,772.44	
001-0000-200-0316	6 & 24 @ 1ST TURN LANE	29,911.58	
001-0000-200-0317	LYON'S ARADR & SIA DEPOSIT	1,000.00	
001-0000-200-0550	ACCRUED LIABILITY/VACATION	110,322.85	
	TOTAL LIABILITIES		317,198.72

FUND EQUITY

001-0000-250-0101	RESERVE	77,838.00	
	UNAPPROPRIATED FUND BALANCE:		
001-0000-240-0101	FUND BALANCE	1,644,894.52	
	REVENUE OVER EXPENDITURES - YTD	686,161.49	
	BALANCE - CURRENT DATE		2,331,056.01
	TOTAL FUND EQUITY		2,408,894.01

TOWN OF SILT
BALANCE SHEET
NOVEMBER 30, 2019

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

2,726,092.73

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
001-0000-300-0101	(12,575.57)	284,067.73	287,700.00	3,632.27	98.7
001-0000-300-0103	56,347.22	524,406.09	560,000.00	35,593.91	93.6
001-0000-300-0104	11,872.13	105,932.19	90,000.00	(15,932.19)	117.7
001-0000-300-0105	26,690.90	358,645.33	290,000.00	(68,645.33)	123.7
001-0000-300-0106	4,143.92	62,443.57	65,000.00	2,556.43	96.1
001-0000-300-0107	8,100.17	29,189.29	25,000.00	(4,189.29)	116.8
001-0000-300-0108	.00	.00	900.00	900.00	.0
001-0000-300-0109	1,960.40	18,841.35	16,000.00	(2,841.35)	117.8
001-0000-300-0111	28,173.61	262,203.02	280,000.00	17,796.98	93.6
TOTAL TAXES	124,712.78	1,645,728.57	1,614,600.00	(31,128.57)	101.9
<u>INTERGOVERNMENTAL REVENUE</u>					
001-0000-300-0201	187.66	2,056.39	2,400.00	343.61	85.7
001-0000-300-0202	9,349.74	119,325.12	101,500.00	(17,825.12)	117.6
001-0000-300-0203	1,463.60	14,331.56	14,500.00	168.44	98.8
001-0000-300-0204	.00	299,082.03	190,000.00	(109,082.03)	157.4
001-0000-300-0205	.00	19,589.00	19,500.00	(89.00)	100.5
TOTAL INTERGOVERNMENTAL REVENUE	11,001.00	454,384.10	327,900.00	(126,484.10)	138.6
<u>LICENSES/PERMITS</u>					
001-0000-300-0301	50.00	5,425.00	6,000.00	575.00	90.4
001-0000-300-0302	120.00	6,455.00	5,500.00	(955.00)	117.4
001-0000-300-0303	345.00	3,040.00	2,300.00	(740.00)	132.2
001-0000-300-0304	.00	2,132.50	2,500.00	367.50	85.3
001-0000-300-0305	65.00	655.00	1,000.00	345.00	65.5
001-0000-300-0306	1,005.00	44,009.01	50,000.00	5,990.99	88.0
001-0000-300-0308	.00	3,050.00	1,200.00	(1,850.00)	254.2
001-0000-300-0309	70.00	280.00	200.00	(80.00)	140.0
001-0000-300-0310	.00	.00	50.00	50.00	.0
001-0000-300-0312	.00	800.00	800.00	.00	100.0
001-0000-300-0313	.00	750.00	800.00	50.00	93.8
001-0000-300-0314	.00	80.00	40.00	(40.00)	200.0
TOTAL LICENSES/PERMITS	1,655.00	66,676.51	70,390.00	3,713.49	94.7

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
001-0000-300-0401	RECREATION FEES	.00	785.00	250.00 (535.00)	314.0
001-0000-300-0402	CEMETERY FEES	50.00	1,095.00	2,000.00	905.00 54.8
001-0000-300-0403	TRASH SERVICE FEES	33,755.65	357,080.93	376,000.00	18,919.07 95.0
001-0000-300-0405	POLICE SERVICE FEES	142.00	2,404.28	4,500.00	2,095.72 53.4
001-0000-300-0410	PUBLIC WORKS SERVICE FEES	2,552.00	2,552.00	.00 (2,552.00)	.0
001-0000-300-0435	VENDOR FEES	.00	140.00	40.00 (100.00)	350.0
001-0000-300-0437	COMMUNITY/CONCERT EVENTS	707.47	10,275.75	15,500.00	5,224.25 66.3
001-0000-300-0440	COM. DEV. ADMIN FEES	.00	1,028.19	1,000.00 (28.19)	102.8
001-0000-300-0444	AMBULANCE FEES	10.00	41.98	100.00	58.02 42.0
	TOTAL CHARGES FOR SERVICES	37,217.12	375,403.13	399,390.00	23,986.87 94.0
<u>FINES</u>					
001-0000-300-0501	COURT FINES	1,336.00	20,273.25	24,000.00	3,726.75 84.5
001-0000-300-0502	POLICE SURCHARGE FINES	99.00	2,829.00	3,400.00	571.00 83.2
001-0000-300-0503	USEFUL PUBLIC SERVICE	.00	55.50	100.00	44.50 55.5
001-0000-300-0504	IMPOUND CHARGES	.00	641.00	.00 (641.00)	.0
	TOTAL FINES	1,435.00	23,798.75	27,500.00	3,701.25 86.5
<u>GRANTS/CONTRIBUTIONS</u>					
001-0000-300-0601	POLICE - BIKE RODEO	.00	2,950.00	500.00 (2,450.00)	590.0
001-0000-300-0602	POLICE REIMBURSEMENT	.00	29,492.95	10,000.00 (19,492.95)	294.9
001-0000-300-0603	MISC. GRANTS	.00	.00	25,000.00	25,000.00 .0
001-0000-300-0604	POLICE - CAMP BADGE	.00	3,050.00	2,500.00 (550.00)	122.0
001-0000-300-0606	DONATIONS - POLICE	.00	.00	4,500.00	4,500.00 .0
001-0000-300-0607	POLICE GRANT/DONATION - K9	.00	.00	2,000.00	2,000.00 .0
001-0000-300-0609	DONATIONS - RECREATION	50.00	4,400.00	5,000.00	600.00 88.0
	TOTAL GRANTS/CONTRIBUTIONS	50.00	39,892.95	49,500.00	9,607.05 80.6
<u>ADMINISTRATION FEES</u>					
001-0000-300-0702	ADMIN FEE - WATER & WW	.00	78,763.30	94,516.00	15,752.70 83.3
001-0000-300-0703	ADMIN FEE - IRRIGATION	.00	9,950.00	11,940.00	1,990.00 83.3
001-0000-300-0705	ADMIN FEE - SENIOR HOUSING	.00	8,427.50	10,113.00	1,685.50 83.3
	TOTAL ADMINISTRATION FEES	.00	97,140.80	116,569.00	19,428.20 83.3

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
001-0000-300-0801	INTEREST INCOME	1,293.73	20,930.91	8,500.00 (12,430.91)	246.3
001-0000-300-0802	COPIES/FAXES/NOTARY	86.75	997.15	500.00 (497.15)	199.4
001-0000-300-0803	RECREATION CONCESSION SALES	.00	206.17	3,000.00	2,793.83 6.9
001-0000-300-0804	TOWN CENTER REVENUE	602.50	7,583.00	11,000.00	3,417.00 68.9
001-0000-300-0808	MISCELLANEOUS	426.32	15,493.78	10,000.00 (5,493.78)	154.9
001-0000-300-0812	LEGAL REIMBURSEMENT	.00	7,781.70	3,000.00 (4,781.70)	259.4
001-0000-300-0817	WATER SALES STREET REVENUE	225.00	5,124.65	8,000.00	2,875.35 64.1
001-0000-300-0818	ENGINEERING REIMBURSEMENT	.00	2,639.50	2,000.00 (639.50)	132.0
001-0000-300-0825	ROYALTY REVENUE	41.21	1,050.08	1,300.00	249.92 80.8
001-0000-300-0835	BEER/WINE SALES	228.00	6,274.00	10,000.00	3,726.00 62.7
	TOTAL MISCELLANEOUS	2,903.51	68,080.94	57,300.00 (10,780.94)	118.8
	TOTAL FUND REVENUE	178,974.41	2,771,105.75	2,663,149.00 (107,956.75)	104.1

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
001-0100-405-0101	3,000.00	29,200.00	36,000.00	6,800.00	81.1
001-0100-405-0106	238.50	2,321.40	2,950.00	628.60	78.7
001-0100-405-0110	.00	.00	500.00	500.00	.0
001-0100-405-0112	.00	.00	500.00	500.00	.0
001-0100-405-0213	320.00	3,374.91	4,500.00	1,125.09	75.0
001-0100-405-0235	.00	.00	1,000.00	1,000.00	.0
001-0100-405-0242	.00	1,100.00	2,000.00	900.00	55.0
001-0100-405-0277	445.00	445.00	500.00	55.00	89.0
001-0100-405-0401	.00	42.41	50.00	7.59	84.8
001-0100-405-0404	.00	414.80	425.00	10.20	97.6
001-0100-405-0406	.00	1,433.59	1,380.00	(53.59)	103.9
001-0100-405-0425	137.53	906.02	1,000.00	93.98	90.6
	<u>4,141.03</u>	<u>39,238.13</u>	<u>50,805.00</u>	<u>11,566.87</u>	<u>77.2</u>
<u>BOARD OF TRUSTEES-CONTRIB</u>					
001-0100-406-0540	.00	1,000.00	1,000.00	.00	100.0
001-0100-406-0545	.00	814.34	1,450.00	635.66	56.2
001-0100-406-0552	.00	3,000.00	3,000.00	.00	100.0
001-0100-406-0557	.00	3,000.00	3,000.00	.00	100.0
001-0100-406-0596	100.00	3,403.62	500.00	(2,903.62)	680.7
001-0100-406-0599	.00	2,500.00	2,500.00	.00	100.0
	<u>100.00</u>	<u>13,717.96</u>	<u>11,450.00</u>	<u>(2,267.96)</u>	<u>119.8</u>
<u>TOWN ADMINISTRATOR</u>					
001-0200-410-0101	3,790.61	37,156.80	40,000.00	2,843.20	92.9
001-0200-410-0106	294.57	2,879.34	4,600.00	1,720.66	62.6
001-0200-410-0107	112.46	1,293.29	2,150.00	856.71	60.2
001-0200-410-0109	596.41	6,560.51	8,475.00	1,914.49	77.4
001-0200-410-0110	.00	415.00	1,000.00	585.00	41.5
001-0200-410-0112	225.94	1,696.30	500.00	(1,196.30)	339.3
001-0200-410-0251	.00	282.91	650.00	367.09	43.5
001-0200-410-0406	192.20	507.20	1,000.00	492.80	50.7
	<u>5,212.19</u>	<u>50,791.35</u>	<u>58,375.00</u>	<u>7,583.65</u>	<u>87.0</u>

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN CLERK</u>					
001-0300-415-0101	3,209.49	36,500.10	41,000.00	4,499.90	89.0
001-0300-415-0106	254.78	2,897.65	5,975.00	3,077.35	48.5
001-0300-415-0107	128.38	1,459.99	2,250.00	790.01	64.9
001-0300-415-0109	494.10	5,435.10	5,925.00	489.90	91.7
001-0300-415-0110	.00	.00	800.00	800.00	.0
001-0300-415-0112	.00	241.16	350.00	108.84	68.9
001-0300-415-0204	.00	.00	3,000.00	3,000.00	.0
001-0300-415-0235	.00	.00	50.00	50.00	.0
001-0300-415-0251	40.00	520.00	600.00	80.00	86.7
001-0300-415-0402	31.78	440.20	300.00	(140.20)	146.7
001-0300-415-0403	113.00	113.00	200.00	87.00	56.5
001-0300-415-0404	.00	1,500.00	3,000.00	1,500.00	50.0
001-0300-415-0406	14.99	359.99	350.00	(9.99)	102.9
001-0300-415-0499	39.98	129.92	75.00	(54.92)	173.2
	<u>4,326.50</u>	<u>49,597.11</u>	<u>63,875.00</u>	<u>14,277.89</u>	<u>77.7</u>
<u>TREASURER</u>					
001-0400-420-0101	3,258.99	40,964.12	35,630.00	(5,334.12)	115.0
001-0400-420-0106	255.80	3,220.37	3,925.00	704.63	82.1
001-0400-420-0107	100.67	1,138.29	2,000.00	861.71	56.9
001-0400-420-0109	578.57	7,191.49	7,500.00	308.51	95.9
001-0400-420-0110	.00	419.86	1,000.00	580.14	42.0
001-0400-420-0112	.00	553.41	500.00	(53.41)	110.7
001-0400-420-0201	3,462.50	3,462.50	3,500.00	37.50	98.9
001-0400-420-0202	972.62	7,458.83	5,600.00	(1,858.83)	133.2
001-0400-420-0203	.00	6,846.25	9,000.00	2,153.75	76.1
001-0400-420-0205	(1,695.57)	1,607.00	1,900.00	293.00	84.6
001-0400-420-0214	2,366.39	2,366.39	8,000.00	5,633.61	29.6
001-0400-420-0402	56.44	477.16	775.00	297.84	61.6
001-0400-420-0406	.00	50.00	100.00	50.00	50.0
001-0400-420-0413	.00	.00	50.00	50.00	.0
001-0400-420-0499	.00	571.40	150.00	(421.40)	380.9
	<u>9,356.41</u>	<u>76,327.07</u>	<u>79,630.00</u>	<u>3,302.93</u>	<u>95.9</u>

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL ADMINISTRATION</u>					
001-0500-425-0101	PAYROLL	2,665.03	30,183.00	42,000.00	11,817.00 71.9
001-0500-425-0106	PAYROLL TAXES	205.57	2,330.30	5,000.00	2,669.70 46.6
001-0500-425-0107	RETIREMENT PLAN	105.82	1,201.08	1,900.00	698.92 63.2
001-0500-425-0109	INSURANCE	793.20	8,725.20	9,450.00	724.80 92.3
001-0500-425-0110	TRAINING/REGISTRATIONS	.00	.00	1,000.00	1,000.00 .0
001-0500-425-0112	TRAVEL/MEALS	239.28	303.43	500.00	196.57 60.7
001-0500-425-0214	CONTRACT SERVICE	1,282.00	4,748.00	250.00 (4,498.00)	1899.2
001-0500-425-0215	ADMIN CARWASH	.00	.00	25.00	25.00 .0
001-0500-425-0230	CONTRACT SERVICE - COMPUTER	762.97	18,293.19	19,000.00	706.81 96.3
001-0500-425-0235	LEGAL FEES	.00	.00	200.00	200.00 .0
001-0500-425-0236	ENGINEER FEES	.00	1,311.25	1,000.00 (311.25)	131.1
001-0500-425-0244	REPAIRS - VEHICLE	.00	266.31	450.00	183.69 59.2
001-0500-425-0248	EQUIPMENT MAINTENANCE	37.32	1,020.45	2,000.00	979.55 51.0
001-0500-425-0250	TELEPHONE EXPENSE	752.00	7,323.84	8,285.00	961.16 88.4
001-0500-425-0251	CELL PHONE	.00 (	120.00)	430.00	550.00 (27.9)
001-0500-425-0260	POSTAGE	465.00	4,170.00	4,300.00	130.00 97.0
001-0500-425-0276	EMPLOYEE RECOGNITION	40.74	1,022.78	1,500.00	477.22 68.2
001-0500-425-0355	CELEBRATION - FIREWORKS	.00	14,000.00	14,000.00	.00 100.0
001-0500-425-0370	HR CONSULTANT	.00	200.00	2,500.00	2,300.00 8.0
001-0500-425-0401	ADVERTISING	.00	757.70	200.00 (557.70)	378.9
001-0500-425-0404	WORKERS' COMP	.00	3,060.74	3,000.00 (60.74)	102.0
001-0500-425-0405	INSURANCE/CIRSA	.00	21,434.48	20,289.00 (1,145.48)	105.7
001-0500-425-0406	DUES/MEMBERSHIPS/SUBS	.00	392.49	700.00	307.51 56.1
001-0500-425-0422	SUPPLIES - OFFICE	617.19	3,917.53	3,000.00 (917.53)	130.6
001-0500-425-0423	NEWS LETTER	.00	.00	250.00	250.00 .0
001-0500-425-0425	SUPPLIES - OPERATING	140.16	2,429.82	2,500.00	70.18 97.2
001-0500-425-0435	VEHICLE - FUEL	48.69	264.91	500.00	235.09 53.0
001-0500-425-0450	MISCELLANEOUS - SUPPLIES	74.35	142.26	500.00	357.74 28.5
001-0500-425-0460	SAFETY SUPPLIES	.00	34.80	35,750.00	35,715.20 .1
001-0500-425-0499	SMALL TOOLS & SUPPLIES	.00	172.16	200.00	27.84 86.1
001-0500-425-0550	BAD DEBT EXPENSE	.00	24.41	25.00	.59 97.6
001-0500-425-0555	ECONOMIC DEVELOPMENT	37.00	7,522.45	24,000.00	16,477.55 31.3
001-0500-425-0601	CAPITAL/CASH PURCHASES	.00	10,452.87	6,000.00 (4,452.87)	174.2
001-0500-425-0602	LEASE/COPIER-FAX	188.82	2,129.68	2,600.00	470.32 81.9
001-0500-425-0603	LEASE/POSTAGE MACHINE	780.00	2,965.00	3,000.00	35.00 98.8
001-0500-425-0606	CAPITAL VEHICLE REPLACEMENT	.00	30,000.00	30,000.00	.00 100.0
001-0500-425-0655	CONTINGENCY	.00	275.00	250.00 (25.00)	110.0
001-0500-425-0808	MISCELLANEOUS	.00	200.00	10,000.00	9,800.00 2.0
001-0500-425-0810	SALES TAX / TIF CONTRIBUTION	.00	1,064.34	3,000.00	1,935.66 35.5
	TOTAL GENERAL ADMINISTRATION	9,235.14	182,219.47	259,554.00	77,334.53 70.2

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GEN ADMIN/BLDG OPERATIONS</u>					
001-0500-427-0214	.00	899.50	1,200.00	300.50	75.0
001-0500-427-0215	.00	1,750.00	2,300.00	550.00	76.1
001-0500-427-0220	60.00	1,391.17	6,600.00	5,208.83	21.1
001-0500-427-0241	39.99	303.98	2,000.00	1,696.02	15.2
001-0500-427-0252	571.70	9,383.22	10,000.00	616.78	93.8
001-0500-427-0425	.00	1.72	200.00	198.28	.9
001-0500-427-0606	.00	5,000.00	5,000.00	.00	100.0
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TOTAL GEN ADMIN/BLDG OPERATIONS	671.69	18,729.59	27,300.00	8,570.41	68.6
 <u>COMM. DEV. ADMINISTRATION</u>					
001-0600-430-0101	1,807.92	17,435.23	19,200.00	1,764.77	90.8
001-0600-430-0106	144.51	1,329.19	2,760.00	1,430.81	48.2
001-0600-430-0107	72.32	697.38	1,050.00	352.62	66.4
001-0600-430-0109	24.96	4,196.86	5,000.00	803.14	83.9
001-0600-430-0110	.00	937.86	950.00	12.14	98.7
001-0600-430-0112	.00	37.34	250.00	212.66	14.9
001-0600-430-0235	.00	.00	500.00	500.00	.0
001-0600-430-0244	392.36	536.34	500.00	(36.34)	107.3
001-0600-430-0276	.00	.00	100.00	100.00	.0
001-0600-430-0401	.00	37.40	50.00	12.60	74.8
001-0600-430-0402	.00	157.07	150.00	(7.07)	104.7
001-0600-430-0403	.00	.00	75.00	75.00	.0
001-0600-430-0406	.00	1,000.00	800.00	(200.00)	125.0
001-0600-430-0425	186.79	1,814.69	1,400.00	(414.69)	129.6
001-0600-430-0435	.00	65.06	300.00	234.94	21.7
001-0600-430-0499	.00	214.99	300.00	85.01	71.7
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TOTAL COMM. DEV. ADMINISTRATION	2,628.86	28,459.41	33,385.00	4,925.59	85.3
 <u>COMM. DEV/PLANNING DIVISION</u>					
001-0600-432-0101	2,109.24	36,582.90	59,900.00	23,317.10	61.1
001-0600-432-0106	167.30	2,826.86	5,000.00	2,173.14	56.5
001-0600-432-0107	84.38	1,424.32	2,850.00	1,425.68	50.0
001-0600-432-0109	24.96	8,261.46	15,500.00	7,238.54	53.3
001-0600-432-0110	.00	588.00	250.00	(338.00)	235.2
001-0600-432-0112	.00	1,007.97	150.00	(857.97)	672.0
001-0600-432-0235	.00	742.00	1,500.00	758.00	49.5
001-0600-432-0251	.00	(3.54)	640.00	643.54	(.6)
001-0600-432-0406	200.00	200.00	250.00	50.00	80.0
001-0600-432-0425	.00	400.10	300.00	(100.10)	133.4
001-0600-432-0499	.00	62.83	1,300.00	1,237.17	4.8
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TOTAL COMM. DEV/PLANNING DIVISION	2,585.88	52,092.90	87,640.00	35,547.10	59.4

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMM. DEV/BUILDING DIVISION</u>					
001-0600-434-0101	PAYROLL	1,029.46	10,144.92	11,500.00	1,355.08 88.2
001-0600-434-0106	PAYROLL TAXES	82.24	805.61	1,275.00	469.39 63.2
001-0600-434-0107	RETIREMENT PLAN	41.19	405.82	625.00	219.18 64.9
001-0600-434-0109	INSURANCE	167.17	1,803.17	1,950.00	146.83 92.5
001-0600-434-0110	TRAINING/REGISTRATIONS	.00	777.00	1,400.00	623.00 55.5
001-0600-434-0112	TRAVEL/MEALS	.00	974.74	800.00 (	174.74) 121.8
001-0600-434-0244	REPAIRS - VEHICLE	.00	670.00	500.00 (	170.00) 134.0
001-0600-434-0251	CELL PHONE	42.40	463.61	630.00	166.39 73.6
001-0600-434-0406	DUES/MEMBERSHIPS/SUBS	.00	263.00	150.00 (	113.00) 175.3
001-0600-434-0425	SUPPLIES - OPERATING	64.00	839.76	1,000.00	160.24 84.0
001-0600-434-0435	VEHICLE - FUEL	46.71	512.65	750.00	237.35 68.4
001-0600-434-0499	SMALL TOOLS & SUPPLIES	.00	.00	1,000.00	1,000.00 .0
	TOTAL COMM. DEV/BUILDING DIVISION	1,473.17	17,660.28	21,580.00	3,919.72 81.8

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
001-0700-436-0101	25,575.65	312,391.78	360,000.00	47,608.22	86.8
001-0700-436-0102	2,374.35	20,517.47	21,900.00	1,382.53	93.7
001-0700-436-0105	726.80	16,351.08	24,000.00	7,648.92	68.1
001-0700-436-0106	644.76	7,335.97	13,000.00	5,664.03	56.4
001-0700-436-0107	.00	514.75	.00	(514.75)	.0
001-0700-436-0108	2,029.93	24,818.35	40,000.00	15,181.65	62.1
001-0700-436-0109	5,672.02	70,680.32	85,800.00	15,119.68	82.4
001-0700-436-0110	.00	7,446.93	8,500.00	1,053.07	87.6
001-0700-436-0112	746.76	3,898.53	6,000.00	2,101.47	65.0
001-0700-436-0214	.00	.00	250.00	250.00	.0
001-0700-436-0215	126.60	1,073.60	1,000.00	(73.60)	107.4
001-0700-436-0224	500.00	3,319.75	5,000.00	1,680.25	66.4
001-0700-436-0229	.00	.00	2,000.00	2,000.00	.0
001-0700-436-0235	112.00	329.00	500.00	171.00	65.8
001-0700-436-0242	.00	.00	700.00	700.00	.0
001-0700-436-0244	3,660.07	18,085.82	7,500.00	(10,585.82)	241.1
001-0700-436-0251	339.20	3,756.17	4,200.00	443.83	89.4
001-0700-436-0276	.00	.00	300.00	300.00	.0
001-0700-436-0404	.00	20,557.40	21,500.00	942.60	95.6
001-0700-436-0405	.00	19,508.76	18,525.00	(983.76)	105.3
001-0700-436-0406	600.00	2,401.85	6,000.00	3,598.15	40.0
001-0700-436-0410	.00	874.31	5,000.00	4,125.69	17.5
001-0700-436-0411	.00	4,508.91	2,500.00	(2,008.91)	180.4
001-0700-436-0412	681.30	2,722.01	3,500.00	777.99	77.8
001-0700-436-0415	69.06	992.98	2,500.00	1,507.02	39.7
001-0700-436-0425	76.95	10,486.55	7,000.00	(3,486.55)	149.8
001-0700-436-0430	438.50	7,584.35	4,000.00	(3,584.35)	189.6
001-0700-436-0435	1,049.20	13,360.00	13,000.00	(360.00)	102.8
001-0700-436-0439	504.50	5,178.24	1,500.00	(3,678.24)	345.2
001-0700-436-0492	240.00	1,536.00	1,500.00	(36.00)	102.4
001-0700-436-0499	316.14	1,495.23	1,500.00	4.77	99.7
001-0700-436-0501	.00	2,217.50	1,750.00	(467.50)	126.7
001-0700-436-0601	8,670.00	10,745.86	12,000.00	1,254.14	89.6
001-0700-436-0608	(8,670.00)	13,877.39	13,877.00	(.39)	100.0
001-0700-436-0650	.00	967.37	11,000.00	10,032.63	8.8
001-0700-436-0651	473.06	15,534.34	5,000.00	(10,534.34)	310.7
TOTAL PUBLIC SAFETY	46,956.85	625,068.57	712,302.00	87,233.43	87.8

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY/MUNICIPAL COURT</u>					
001-0700-438-0101	PAYROLL	800.00	7,200.00	9,600.00	2,400.00 75.0
001-0700-438-0103	PAYROLL - PARTTIME	534.92	6,083.34	7,500.00	1,416.66 81.1
001-0700-438-0106	PAYROLL TAXES	106.06	991.79	1,850.00	858.21 53.6
001-0700-438-0107	RETIREMENT PLAN	21.40	243.37	375.00	131.63 64.9
001-0700-438-0109	INSURANCE	82.35	905.85	1,050.00	144.15 86.3
001-0700-438-0110	TRAINING/REGISTRATIONS	.00	.00	50.00	50.00 .0
001-0700-438-0112	TRAVEL/MEALS	153.12	765.60	1,000.00	234.40 76.6
001-0700-438-0218	CONTRACT SERVICE/JUDGE	.00	.00	500.00	500.00 .0
001-0700-438-0220	CONTRACT SERVICE/COMPUTER	.00	5,043.00	5,100.00	57.00 98.9
001-0700-438-0227	WITNESS FEE	.00	.00	100.00	100.00 .0
001-0700-438-0228	INTERPRETER	116.40	1,060.64	500.00	(560.64) 212.1
001-0700-438-0235	LEGAL FEES - PROSECUTOR	4,537.90	19,506.66	25,000.00	5,493.34 78.0
001-0700-438-0238	BOND REIMBURSEMENT	.00	520.00	250.00	(270.00) 208.0
001-0700-438-0406	DUES/MEMBERSHIPS/SUBS	.00	40.00	100.00	60.00 40.0
001-0700-438-0499	SMALL TOOLS & SUPPLIES	12.69	(13.90)	50.00	63.90 (27.8)
001-0700-438-0601	CAPITAL/CASH PURCHASES	.00	.00	3,000.00	3,000.00 .0
	TOTAL PUBLIC SAFETY/MUNICIPAL COURT	6,364.84	42,346.35	56,025.00	13,678.65 75.6
<u>PUBLIC WORKS ADMINISTRATION</u>					
001-0800-440-0101	PAYROLL	1,419.48	16,143.03	18,100.00	1,956.97 89.2
001-0800-440-0106	PAYROLL TAXES	112.68	1,281.48	2,000.00	718.52 64.1
001-0800-440-0107	RETIREMENT PLAN	56.78	645.69	1,000.00	354.31 64.6
001-0800-440-0109	INSURANCE	230.58	2,536.38	2,750.00	213.62 92.2
001-0800-440-0110	TRAINING/REGISTRATIONS	65.40	275.65	300.00	24.35 91.9
001-0800-440-0112	TRAVEL/MEALS	.00	47.23	300.00	252.77 15.7
001-0800-440-0117	PUBLIC WORKS - MISC.	194.99	358.29	250.00	(108.29) 143.3
001-0800-440-0218	MOSQUITO CONTROL	.00	5,175.00	5,175.00	.00 100.0
001-0800-440-0219	CONTRACT SERVICE/TRASH PICKUP	28,737.68	293,138.83	345,000.00	51,861.17 85.0
001-0800-440-0223	CLEAN-UP MONTH	.00	3,108.90	2,500.00	(608.90) 124.4
001-0800-440-0230	CLOTHING ALLOWANCE	.00	674.19	900.00	225.81 74.9
001-0800-440-0236	ENGINEER FEES	.00	1,372.50	10,000.00	8,627.50 13.7
001-0800-440-0241	REPAIRS - BUILDING	.00	415.96	.00	(415.96) .0
001-0800-440-0244	REPAIRS - VEHICLE	599.23	662.67	400.00	(262.67) 165.7
001-0800-440-0251	CELL PHONE	78.71	860.35	1,200.00	339.65 71.7
001-0800-440-0276	EMPLOYEE RECOGNITION	.00	75.99	200.00	124.01 38.0
001-0800-440-0401	ADVERTISING	.00	337.60	50.00	(287.60) 675.2
001-0800-440-0404	WORKERS' COMP	1,000.00	12,837.64	11,115.00	(1,722.64) 115.5
001-0800-440-0405	INSURANCE/CIRSA	.00	13,005.84	12,350.00	(655.84) 105.3
001-0800-440-0406	DUES/MEMBERSHIPS/SUBS	.00	1,200.00	100.00	(1,100.00) 1200.0
001-0800-440-0432	SUPPLIES-SAFETY	60.00	810.74	1,000.00	189.26 81.1
001-0800-440-0435	VEHICLE - FUEL	61.42	967.66	400.00	(567.66) 241.9
001-0800-440-0601	CAPITAL/SHOP PURCHASE	13,341.07	19,114.91	60,000.00	40,885.09 31.9
	TOTAL PUBLIC WORKS ADMINISTRATION	45,958.02	375,046.53	475,090.00	100,043.47 78.9

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/STREETS</u>					
001-0800-442-0101	PAYROLL	3,702.75	46,270.08	69,500.00	23,229.92 66.6
001-0800-442-0106	PAYROLL TAXES	271.46	3,860.18	7,300.00	3,439.82 52.9
001-0800-442-0107	RETIREMENT PLAN	121.02	1,780.04	3,750.00	1,969.96 47.5
001-0800-442-0109	INSURANCE	1,462.86	15,949.35	24,500.00	8,550.65 65.1
001-0800-442-0110	TRAINING/REGISTRATIONS	.00	.00	100.00	100.00 .0
001-0800-442-0112	TRAVEL/MEALS	.00	.00	100.00	100.00 .0
001-0800-442-0242	STREET SIGNS	.00	2,693.55	2,500.00 (	193.55) 107.7
001-0800-442-0243	REPAIRS - EQUIPMENT	63.98	7,906.68	7,000.00 (	906.68) 113.0
001-0800-442-0244	REPAIRS - VEHICLE	200.23	4,234.75	4,000.00 (	234.75) 105.9
001-0800-442-0245	REPAIRS - STREETS	1,447.25	31,550.08	46,000.00	14,449.92 68.6
001-0800-442-0249	EQUIPMENT RENTAL	.00	575.00	7,000.00	6,425.00 8.2
001-0800-442-0251	CELL PHONE	54.25	525.78	1,000.00	474.22 52.6
001-0800-442-0252	UTILITIES	430.21	6,106.90	10,025.00	3,918.10 60.9
001-0800-442-0253	UTILITIES - STREET LIGHTING	10.26	45,450.03	63,500.00	18,049.97 71.6
001-0800-442-0425	SUPPLIES - OPERATING	.00	2,186.84	1,500.00 (	686.84) 145.8
001-0800-442-0427	GRAVEL	.00	956.48	4,000.00	3,043.52 23.9
001-0800-442-0435	FUEL	645.84	5,287.59	6,000.00	712.41 88.1
001-0800-442-0499	SMALL TOOLS & SUPPLIES	165.00	607.56	750.00	142.44 81.0
001-0800-442-0601	CAPITAL/CASH PURCHASES	940.36	7,277.05	15,000.00	7,722.95 48.5
001-0800-442-0608	CAPITAL LEASE/BACKHOE	.00	.00	4,930.00	4,930.00 .0
001-0800-442-0650	CAPITAL/CHRISTMAS DECORATIONS	.00	.00	400.00	400.00 .0
	TOTAL PUBLIC WORKS/STREETS	9,515.47	183,217.94	278,855.00	95,637.06 65.7
<u>PUBLIC WORKS/PARKS</u>					
001-0800-443-0101	PAYROLL	3,220.43	46,106.72	70,100.00	23,993.28 65.8
001-0800-443-0106	PAYROLL TAXES	150.24	2,457.11	7,300.00	4,842.89 33.7
001-0800-443-0107	RETIREMENT PLAN	125.96	1,608.67	4,800.00	3,191.33 33.5
001-0800-443-0109	INSURANCE	1,257.88	13,909.07	22,500.00	8,590.93 61.8
001-0800-443-0110	TRAINING/REGISTRATIONS	.00	45.00	100.00	55.00 45.0
001-0800-443-0112	TRAVEL/MEALS	.00	.00	100.00	100.00 .0
001-0800-443-0214	CONTRACT SERVICE	815.00	9,715.00	7,900.00 (	1,815.00) 123.0
001-0800-443-0240	REPAIRS - GAZEBO & SHELTERS	.00	25.96	500.00	474.04 5.2
001-0800-443-0241	REPAIRS - TENNIS COURT	.00	62.65	200.00	137.35 31.3
001-0800-443-0242	REPAIRS - BASKETBALL COURT	.00	133.16	100.00 (	33.16) 133.2
001-0800-443-0244	REPAIRS - VEHICLE	229.67	1,457.65	1,500.00	42.35 97.2
001-0800-443-0246	REPAIRS & MAINT-PARKS/CEMETERY	606.95	12,640.30	8,500.00 (	4,140.30) 148.7
001-0800-443-0247	WEED CONTROL	.00	71.38	6,500.00	6,428.62 1.1
001-0800-443-0248	EQUIPMENT MAINTENANCE	438.45	1,688.58	2,500.00	811.42 67.5
001-0800-443-0251	CELL PHONE	124.92	1,241.25	1,200.00 (	41.25) 103.4
001-0800-443-0252	UTILITIES	190.18	3,159.98	3,500.00	340.02 90.3
001-0800-443-0270	TOWN CENTER	18,728.04	41,902.54	39,500.00 (	2,402.54) 106.1
001-0800-443-0425	SUPPLIES - OPERATING	1,302.25	3,251.49	3,000.00 (	251.49) 108.4
001-0800-443-0435	VEHICLE - FUEL	72.44	2,698.15	5,000.00	2,301.85 54.0
001-0800-443-0499	SMALL TOOLS & SUPPLIES	4.55	707.89	2,250.00	1,542.11 31.5
001-0800-443-0601	CAPITAL/CASH PURCHASES	2,798.18	20,734.26	20,000.00 (	734.26) 103.7
	TOTAL PUBLIC WORKS/PARKS	30,065.14	163,616.81	207,050.00	43,433.19 79.0

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VEHICLE MAINTENANCE</u>					
001-0800-444-0101	PAYROLL	1,862.79	21,319.85	24,200.00	2,880.15 88.1
001-0800-444-0106	PAYROLL TAXES	141.04	1,617.31	2,600.00	982.69 62.2
001-0800-444-0107	RETIREMENT PLAN	74.52	847.40	1,350.00	502.60 62.8
001-0800-444-0109	INSURANCE	657.78	7,235.58	7,900.00	664.42 91.6
001-0800-444-0214	CONTRACT SERVICE	55.00	1,467.00	1,500.00	33.00 97.8
001-0800-444-0241	SHOP BUILDING REPAIRS	.00	3,312.79	5,000.00	1,687.21 66.3
001-0800-444-0244	REPAIRS - VEHICLE	1,276.67	1,973.30	2,000.00	26.70 98.7
001-0800-444-0251	CELL PHONE	42.40	463.61	400.00	(63.61) 115.9
001-0800-444-0425	SUPPLIES - OPERATING	1,065.59	4,277.48	4,000.00	(277.48) 106.9
001-0800-444-0435	VEHICLE - FUEL	338.31	1,812.03	3,000.00	1,187.97 60.4
001-0800-444-0499	SMALL TOOLS & SUPPLIES	170.84	1,802.23	1,500.00	(302.23) 120.2
001-0800-444-0640	SHOP EQUIPMENT	.00	472.16	2,000.00	1,527.84 23.6
	TOTAL VEHICLE MAINTENANCE	5,684.94	46,600.74	55,450.00	8,849.26 84.0
<u>COMMUNITY SPECIAL EVENTS</u>					
001-0900-450-0103	PAYROLL - PARTTIME	1,054.62	16,681.93	20,000.00	3,318.07 83.4
001-0900-450-0106	PAYROLL TAXES	82.00	1,266.68	2,100.00	833.32 60.3
001-0900-450-0107	RETIREMENT PLAN	42.18	667.24	1,050.00	382.76 63.6
001-0900-450-0109	INSURANCE	7.13	4,179.03	5,000.00	820.97 83.6
001-0900-450-0110	TRAINING/REGISTRATIONS	.00	50.00	750.00	700.00 6.7
001-0900-450-0112	TRAVEL	.00	.00	100.00	100.00 .0
001-0900-450-0214	CONTRACT SERVICE	.00	1,542.12	2,500.00	957.88 61.7
001-0900-450-0240	REPAIRS - GENERAL	.00	.00	600.00	600.00 .0
001-0900-450-0251	CELL PHONE	42.40	474.11	500.00	25.89 94.8
001-0900-450-0404	WORKERS' COMP	.00	1,746.81	4,045.00	2,298.19 43.2
001-0900-450-0405	INSURANCE/CIRSA	.00	929.00	882.00	(47.00) 105.3
001-0900-450-0413	SUMMER BROCHURES	.00	.00	900.00	900.00 .0
001-0900-450-0425	SUPPLIES - OPERATING	1,586.71	12,168.37	12,000.00	(168.37) 101.4
001-0900-450-0435	VEHICLE - FUEL	41.45	182.55	300.00	117.45 60.9
001-0900-450-0437	COMMUNITY/CONCERT EVENTS	.00	25,864.00	24,000.00	(1,864.00) 107.8
001-0900-450-0438	ADVERTISING	.00	15,308.25	12,000.00	(3,308.25) 127.6
001-0900-450-0439	HOSPITALITY	.00	2,980.46	2,000.00	(980.46) 149.0
001-0900-450-0445	RECREATION ACTIVITY EXPENSE	650.00	2,273.40	3,000.00	726.60 75.8
001-0900-450-0499	EQUIPMENT	.00	6,827.13	9,500.00	2,672.87 71.9
	TOTAL COMMUNITY SPECIAL EVENTS	3,506.49	93,141.08	101,227.00	8,085.92 92.0
<u>TOWN ATTORNEY</u>					
001-1000-460-0214	CONTRACT SERVICE	3,066.40	23,316.21	46,500.00	23,183.79 50.1
	TOTAL TOWN ATTORNEY	3,066.40	23,316.21	46,500.00	23,183.79 50.1

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>P & Z COMMISSION</u>					
001-1100-470-0101	PAYROLL	200.00	3,150.00	3,000.00	(150.00) 105.0
001-1100-470-0106	PAYROLL TAXES	15.92	230.84	250.00	19.16 92.3
001-1100-470-0110	TRAINING/REGISTRATIONS	.00	340.00	300.00	(40.00) 113.3
001-1100-470-0425	SUPPLIES - OPERATING	13.73	35.92	200.00	164.08 18.0
	TOTAL P & Z COMMISSION	<u>229.65</u>	<u>3,756.76</u>	<u>3,750.00</u>	<u>(6.76) 100.2</u>
	TOTAL FUND EXPENDITURES	<u>191,078.67</u>	<u>2,084,944.26</u>	<u>2,629,843.00</u>	<u>544,898.74 79.3</u>
	NET REVENUE OVER EXPENDITURES	<u>(12,104.26)</u>	<u>686,161.49</u>	<u>33,306.00</u>	<u>(652,855.49) 2060.2</u>

TOWN OF SILT
BALANCE SHEET
NOVEMBER 30, 2019

CONSERVATION TRUST FUND

ASSETS

003-0000-100-0100	CASH - COMBINED FUND	(44,396.04)	
003-0000-100-0117	MONEY MARKET/LOTTERY	124,665.94	
	TOTAL ASSETS		<u>80,269.90</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
003-0000-240-0101	FUND BALANCE	68,928.37	
	REVENUE OVER EXPENDITURES - YTD	11,341.53	
	BALANCE - CURRENT DATE	80,269.90	
	TOTAL FUND EQUITY		<u>80,269.90</u>
	TOTAL LIABILITIES AND EQUITY		<u>80,269.90</u>

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

CONSERVATION TRUST FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>INTERGOVERNMENTAL REVENUE</u>					
003-0000-300-0206 STATE LOTTERY	.00	28,417.46	29,000.00	582.54	98.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	28,417.46	29,000.00	582.54	98.0
<u>GRANTS/CONTRIBUTIONS</u>					
003-0000-300-0606 DONATIONS	.00	.00	3,000.00	3,000.00	.0
TOTAL GRANTS/CONTRIBUTIONS	.00	.00	3,000.00	3,000.00	.0
<u>MISCELLANEOUS</u>					
003-0000-300-0801 INTEREST	29.71	515.54	60.00	(455.54)	859.2
TOTAL MISCELLANEOUS	29.71	515.54	60.00	(455.54)	859.2
TOTAL FUND REVENUE	29.71	28,933.00	32,060.00	3,127.00	90.3

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

CONSERVATION TRUST FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CONSERVATION TRUST</u>						
003-0000-460-0611	PROJECTS	108.52	17,591.47	35,000.00	17,408.53	50.3
	TOTAL CONSERVATION TRUST	108.52	17,591.47	35,000.00	17,408.53	50.3
	TOTAL FUND EXPENDITURES	108.52	17,591.47	35,000.00	17,408.53	50.3
	NET REVENUE OVER EXPENDITURES	(78.81)	11,341.53	(2,940.00)	(14,281.53)	385.8

TOWN OF SILT
BALANCE SHEET
NOVEMBER 30, 2019

WATER & WASTEWATER FUND

ASSETS

005-0000-100-0100	CASH - COMBINED FUND	763,524.51	
005-0000-100-0112	ABN W / WWW	101,061.34	
005-0000-100-0114	CASH IN BANK - COLO TRUST	801,871.43	
005-0000-100-0123	REVENUE STABILIZATION / WW B	27,000.00	
005-0000-100-0124	RESERVE ACCT / WW BOND	591,811.14	
005-0000-100-0201	ACCOUNTS RECEIVABLE	174,941.03	
005-0000-100-0501	ACCOUNTS REC - EDRF	131,853.47	
005-0000-100-0750	INVENTORY - WATER METERS	11,918.22	
005-0000-100-0801	LAND	32,077.92	
005-0000-100-0803	LAND/NEW WW PLANT	152,914.57	
005-0000-100-0807	WATER PLANT	2,969,892.69	
005-0000-100-0808	SEWER PLANT	5,145,537.64	
005-0000-100-0809	DISTRIBUTION SYSTEM	4,468,172.10	
005-0000-100-0812	MACHINERY & EQUIPMENT	105,301.93	
005-0000-100-0813	COMPUTER EQUIPMENT	32,675.00	
005-0000-100-0814	OFFICE EQUIPMENT	25,520.24	
005-0000-100-0817	WATER RIGHTS	362,745.00	
005-0000-100-0822	ACCUM DEPRECIATION	(4,301,296.30)	
	TOTAL ASSETS		11,597,521.93

LIABILITIES AND EQUITY

LIABILITIES

005-0000-200-0101	ACCOUNTS PAYABLE	(705.00)	
005-0000-200-0200	PAYROLL PAYABLES ALLOCATION	17,739.07	
005-0000-200-0400	MESA VIEW UPPER PRES. TANK	386.88	
005-0000-200-0550	ACCRUED LIABILITY/VACATION	8,958.44	
005-0000-200-0575	LAFARGE - HYDRANT DEPOSIT	1,000.00	
005-0000-200-0601	DEFERRED REVENUE	4,000.00	
005-0000-200-0650	LEASE PAYABLE	4,751.00	
005-0000-200-0801	ACCRUED INTEREST PAYABLE	11,866.67	
005-0000-200-0804	SERIES 2011 BONDS PAYABLE	3,560,000.03	
005-0000-200-0807	HOLIDAY INN - DEPOSIT	500.00	
	TOTAL LIABILITIES		3,608,497.09

FUND EQUITY

005-0000-250-0115	DONATED CAPITAL	148,000.00	
	UNAPPROPRIATED FUND BALANCE:		
005-0000-245-0101	RETAINED EARNINGS	2,292,136.26	
005-0000-245-0105	CONTRIB IN AID OF CONST	5,471,611.30	
	REVENUE OVER EXPENDITURES - YTD	77,277.28	
	BALANCE - CURRENT DATE	7,841,024.84	
	TOTAL FUND EQUITY		7,989,024.84

TOWN OF SILT
BALANCE SHEET
NOVEMBER 30, 2019

WATER & WASTEWATER FUND

TOTAL LIABILITIES AND EQUITY

11,597,521.93

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

WATER & WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
005-0000-300-0410	64,370.32	721,308.41	744,000.00	22,691.59	97.0
005-0000-300-0412	78,623.47	875,118.48	921,000.00	45,881.52	95.0
005-0000-300-0415	419.76	4,973.08	400.00	(4,573.08)	1243.3
005-0000-300-0420	62.00	1,697.00	1,000.00	(697.00)	169.7
005-0000-300-0421	.00	2,321.28	1,500.00	(821.28)	154.8
TOTAL CHARGES FOR SERVICES	143,475.55	1,605,418.25	1,667,900.00	62,481.75	96.3
<u>GRANTS/CONTRIBUTIONS</u>					
005-0000-300-0603	189,333.00	272,264.50	679,400.00	407,135.50	40.1
TOTAL GRANTS/CONTRIBUTIONS	189,333.00	272,264.50	679,400.00	407,135.50	40.1
<u>MISCELLANEOUS</u>					
005-0000-300-0801	1,294.17	18,001.89	6,000.00	(12,001.89)	300.0
005-0000-300-0808	.00	8,208.00	10,000.00	1,792.00	82.1
005-0000-300-0812	808.07	10,371.49	7,000.00	(3,371.49)	148.2
005-0000-300-0814	457.49	5,311.78	4,000.00	(1,311.78)	132.8
005-0000-300-0825	.00	5,500.00	6,000.00	500.00	91.7
TOTAL MISCELLANEOUS	2,559.73	47,393.16	33,000.00	(14,393.16)	143.6
<u>TRANSFERS FROM OTHER FUNDS</u>					
005-0000-300-0901	14,095.00	14,095.00	14,925.00	830.00	94.4
TOTAL TRANSFERS FROM OTHER FUNDS	14,095.00	14,095.00	14,925.00	830.00	94.4
<u>WATER/WASTEWATER FEES</u>					
005-0000-300-1008	4,040.25	59,908.47	55,000.00	(4,908.47)	108.9
005-0000-300-1009	.00	7,520.33	7,000.00	(520.33)	107.4
005-0000-300-1010	.00	69,448.16	110,000.00	40,551.84	63.1
005-0000-300-1012	.00	69,448.16	110,000.00	40,551.84	63.1
005-0000-300-1015	.00	.00	1,000.00	1,000.00	.0
005-0000-300-1018	.00	.00	1,500.00	1,500.00	.0
TOTAL WATER/WASTEWATER FEES	4,040.25	206,325.12	284,500.00	78,174.88	72.5
TOTAL FUND REVENUE	353,503.53	2,145,496.03	2,679,725.00	534,228.97	80.1

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

WATER & WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
005-0000-470-0101	20,896.13	250,453.49	272,600.00	22,146.51	91.9
005-0000-470-0106	1,601.84	19,212.58	33,150.00	13,937.42	58.0
005-0000-470-0107	789.46	9,397.49	14,950.00	5,552.51	62.9
005-0000-470-0109	5,261.80	61,273.27	68,500.00	7,226.73	89.5
005-0000-470-0110	90.00	315.76	1,500.00	1,184.24	21.1
005-0000-470-0112	41.77	289.21	500.00	210.79	57.8
005-0000-470-0201	3,462.50	3,462.50	3,500.00	37.50	98.9
005-0000-470-0202	.00	.00	50.00	50.00	.0
005-0000-470-0203	50.00	50.00	.00	(50.00)	.0
005-0000-470-0214	704.28	4,481.38	4,500.00	18.62	99.6
005-0000-470-0235	140.00	439.00	6,000.00	5,561.00	7.3
005-0000-470-0236	.00	.00	2,000.00	2,000.00	.0
005-0000-470-0239	.00	300.16	3,500.00	3,199.84	8.6
005-0000-470-0244	186.73	1,428.41	1,500.00	71.59	95.2
005-0000-470-0251	155.05	1,944.95	3,900.00	1,955.05	49.9
005-0000-470-0260	735.00	5,880.00	6,900.00	1,020.00	85.2
005-0000-470-0267	.00	78,763.30	94,516.00	15,752.70	83.3
005-0000-470-0370	.00	.00	500.00	500.00	.0
005-0000-470-0401	.00	273.20	250.00	(23.20)	109.3
005-0000-470-0403	110.00	201.00	300.00	99.00	67.0
005-0000-470-0404	.00	10,668.58	14,500.00	3,831.42	73.6
005-0000-470-0405	.00	21,366.72	20,289.00	(1,077.72)	105.3
005-0000-470-0406	60.00	60.00	350.00	290.00	17.1
005-0000-470-0407	.00	.00	100.00	100.00	.0
005-0000-470-0425	365.09	1,312.28	2,000.00	687.72	65.6
005-0000-470-0435	583.53	5,084.84	5,000.00	(84.84)	101.7
005-0000-470-0451	.00	.00	100.00	100.00	.0
005-0000-470-0499	.00	254.19	750.00	495.81	33.9
005-0000-470-0601	.00	(5,293.05)	5,000.00	10,293.05	(105.9)
005-0000-470-0814	457.42	9,056.40	3,500.00	(5,556.40)	258.8
TOTAL ADMINISTRATION	35,690.60	480,675.66	570,205.00	89,529.34	84.3

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

WATER & WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATIONS</u>					
005-0000-472-0101	PAYROLL	8,525.78	98,671.61	93,600.00 (5,071.61)	105.4
005-0000-472-0106	PAYROLL TAXES	647.45	7,575.51	10,300.00	2,724.49 73.6
005-0000-472-0107	RETIREMENT PLAN	315.62	3,864.71	5,100.00	1,235.29 75.8
005-0000-472-0109	INSURANCE	3,182.77	28,446.66	25,300.00 (3,146.66)	112.4
005-0000-472-0110	TRAINING/REGISTRATIONS	.00	107.61	1,500.00	1,392.39 7.2
005-0000-472-0214	CONTRACT SERVICE	.00	511.50	2,000.00	1,488.50 25.6
005-0000-472-0230	TESTING & PERMITS	313.80	4,917.54	4,000.00 (917.54)	122.9
005-0000-472-0235	LEGAL FEES	.00	.00	1,000.00	1,000.00 .0
005-0000-472-0236	ENGINEER FEES	.00	.00	5,000.00	5,000.00 .0
005-0000-472-0241	RPRS & MAINT/WATER PLANT	19,373.99	66,311.37	50,000.00 (16,311.37)	132.6
005-0000-472-0246	RPRS & MAINT/DIST SYSTEM	1,252.21	102,484.20	75,000.00 (27,484.20)	136.7
005-0000-472-0247	RPRS & MAINT/BULK WATER	89.69	3,861.73	10,000.00	6,138.27 38.6
005-0000-472-0250	TELEPHONE EXPENSE	246.32	2,440.45	1,358.00 (1,082.45)	179.7
005-0000-472-0252	UTILITIES	5,871.62	53,798.83	54,000.00	201.17 99.6
005-0000-472-0406	DUES/MEMBERSHIPS/SUBS	.00	1,075.00	1,000.00 (75.00)	107.5
005-0000-472-0416	SUPPLIES - MAINT/DISTRIB	3,508.88	3,641.59	1,000.00 (2,641.59)	364.2
005-0000-472-0417	SUPPLIES - OPERATING/DIST SYS	.00	7,207.57	15,000.00	7,792.43 48.1
005-0000-472-0418	SUPPLIES - OPER/WATER PLANT	244.28	275.79	1,500.00	1,224.21 18.4
005-0000-472-0432	SUPPLIES - LAB	.00	2,940.18	2,000.00 (940.18)	147.0
005-0000-472-0437	CHEMICALS - TREATMENT PLANT	1,750.77	20,565.58	25,000.00	4,434.42 82.3
005-0000-472-0498	SMALL TOOLS & SUPPLIES/LAB	.00	.00	500.00	500.00 .0
005-0000-472-0499	SMALL TOOLS & SUPPLIES	.00	237.68	1,000.00	762.32 23.8
005-0000-472-0601	CAPITAL/CASH PURCHASES	8,836.82	350,244.50	520,000.00	169,755.50 67.4
005-0000-472-0608	CAPITAL LEASE/BACKHOE	.00	4,929.45	4,930.00	.55 100.0
005-0000-472-3001	DEBT SERVICE - PRINCIPAL	.00	162,500.00	162,500.00	.00 100.0
005-0000-472-3010	DEBT SERVICE - INTEREST	.00	36,259.38	72,519.00	36,259.62 50.0
	TOTAL WATER OPERATIONS	54,160.00	962,868.44	1,145,107.00	182,238.56 84.1

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

WATER & WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER OPERATIONS</u>					
005-0000-474-0101	PAYROLL	7,254.52	93,612.58	93,600.00 (12.58)	100.0
005-0000-474-0106	PAYROLL TAXES	551.82	7,194.22	10,300.00	3,105.78 69.9
005-0000-474-0107	RETIREMENT PLAN	265.78	3,665.18	5,100.00	1,434.82 71.9
005-0000-474-0109	INSURANCE	2,703.71	26,530.35	25,300.00 (1,230.35)	104.9
005-0000-474-0110	TRAINING/REGISTRATIONS	.00	30.00	1,500.00	1,470.00 2.0
005-0000-474-0112	TRAVEL/MEALS	.00	.00	500.00	500.00 .0
005-0000-474-0214	CONTRACT SERVICE	.00	335.12	1,500.00	1,164.88 22.3
005-0000-474-0230	TESTING & PERMITS	.00	1,854.92	5,000.00	3,145.08 37.1
005-0000-474-0236	ENGINEER FEES	.00	.00	100.00	100.00 .0
005-0000-474-0241	REPAIRS & MAINTENANCE/WWTP	7,524.75	36,824.15	40,000.00	3,175.85 92.1
005-0000-474-0246	REPAIRS & MAINT/COLLECTION SYS	412.08	12,031.72	25,000.00	12,968.28 48.1
005-0000-474-0249	EQUIPMENT RENTAL	.00	.00	200.00	200.00 .0
005-0000-474-0250	TELEPHONE EXPENSE	192.62	1,829.25	2,200.00	370.75 83.2
005-0000-474-0252	UTILITIES	4,734.08	32,475.16	53,000.00	20,524.84 61.3
005-0000-474-0299	SLUDGE REMOVAL	12,633.88	42,658.25	50,000.00	7,341.75 85.3
005-0000-474-0415	SUPPLIES - MAINT./COLLECTION	.00	228.22	250.00	21.78 91.3
005-0000-474-0419	SUPPLIES - OPER/WWTP	.00	97.17	1,500.00	1,402.83 6.5
005-0000-474-0432	SUPPLIES - LAB	.00	342.89	3,500.00	3,157.11 9.8
005-0000-474-0438	CHEMICALS - WW TREATMENT PLANT	.00	4,045.67	11,000.00	6,954.33 36.8
005-0000-474-0450	MISCELLANEOUS	2,524.33	8,376.14	1,500.00 (6,876.14)	558.4
005-0000-474-0498	SMALL TOOLS & SUPPLIES/LAB	123.66	2,752.74	1,500.00 (1,252.74)	183.5
005-0000-474-0601	CAPITAL/CASH PURCHASES	119.00	78,512.80	450,000.00	371,487.20 17.5
005-0000-474-0627	WETLANDS	.00	.00	100.00	100.00 .0
005-0000-474-3001	DEBT SERVICE - PRINCIPAL	.00	162,500.00	162,500.00	.00 100.0
005-0000-474-3010	DEBT SERVICE - INTEREST	.00	108,778.12	72,519.00 (36,259.12)	150.0
	TOTAL WASTEWATER OPERATIONS	39,040.23	624,674.65	1,017,669.00	392,994.35 61.4
	TOTAL FUND EXPENDITURES	128,890.83	2,068,218.75	2,732,981.00	664,762.25 75.7
	NET REVENUE OVER EXPENDITURES	224,612.70	77,277.28	(53,256.00) (130,533.28)	145.1

TOWN OF SILT
BALANCE SHEET
NOVEMBER 30, 2019

IRRIGATION FUND

ASSETS

006-0000-100-0100	CASH - COMBINED FUND	518,312.67	
006-0000-100-0201	ACCOUNTS RECEIVABLE	23,433.15	
006-0000-100-0802	IRRIGATION SYSTEM	1,329,256.99	
006-0000-100-0803	EQUIPMENT	30,474.83	
006-0000-100-0817	SHARES/CACTUS VALLEY DITCH	29,175.94	
006-0000-100-0821	ACCUM DERPRECIATION	(917,238.08)	
	TOTAL ASSETS		<u>1,013,415.50</u>

LIABILITIES AND EQUITY

LIABILITIES

006-0000-200-0200	PAYROLL PAYABLES ALLOCATION	4,550.35	
006-0000-200-0650	LEASE PAYABLE	4,751.00	
	TOTAL LIABILITIES		<u>9,301.35</u>

FUND EQUITY

006-0000-250-0110	RESERVE/DEBT REPAYMENT	280,511.72	
006-0000-250-0115	DONATED CAPITAL	124,765.54	
	UNAPPROPRIATED FUND BALANCE:		
006-0000-245-0101	RETAINED EARNINGS	617,306.63	
	REVENUE OVER EXPENDITURES - YTD	(18,469.74)	
	BALANCE - CURRENT DATE	598,836.89	
	TOTAL FUND EQUITY		<u>1,004,114.15</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,013,415.50</u>

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GRANTS/CONTRIBUTIONS</u>					
006-0000-300-0603 MISC. GRANTS	.00	82,533.21	86,500.00	3,966.79	95.4
TOTAL GRANTS/CONTRIBUTIONS	.00	82,533.21	86,500.00	3,966.79	95.4
<u>IRRIGATION FEES</u>					
006-0000-300-1014 IRRIGATION FEES	19,245.41	211,142.61	223,600.00	12,457.39	94.4
006-0000-300-1017 IRRIGATION TAP FEES	.00	1,643.16	5,000.00	3,356.84	32.9
TOTAL IRRIGATION FEES	19,245.41	212,785.77	228,600.00	15,814.23	93.1
TOTAL FUND REVENUE	19,245.41	295,318.98	315,100.00	19,781.02	93.7

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IRRIGATION</u>					
006-0000-480-0101	8,455.80	109,226.32	118,400.00	9,173.68	92.3
006-0000-480-0106	651.00	8,419.69	13,300.00	4,880.31	63.3
006-0000-480-0107	266.20	3,445.29	5,900.00	2,454.71	58.4
006-0000-480-0109	1,886.33	23,420.41	27,050.00	3,629.59	86.6
006-0000-480-0201	3,462.50	3,462.50	3,500.00	37.50	98.9
006-0000-480-0235	.00	.00	100.00	100.00	.0
006-0000-480-0241	104.75	18,982.51	15,000.00	(3,982.51)	126.6
006-0000-480-0244	.00	1,381.14	1,000.00	(381.14)	138.1
006-0000-480-0251	63.78	631.19	850.00	218.81	74.3
006-0000-480-0252	1,285.18	15,280.29	20,000.00	4,719.71	76.4
006-0000-480-0260	200.00	1,600.00	1,100.00	(500.00)	145.5
006-0000-480-0268	.00	9,950.00	11,940.00	1,990.00	83.3
006-0000-480-0370	.00	.00	200.00	200.00	.0
006-0000-480-0404	.00	3,984.90	4,100.00	115.10	97.2
006-0000-480-0405	.00	12,076.84	11,468.00	(608.84)	105.3
006-0000-480-0407	.00	7,602.71	9,000.00	1,397.29	84.5
006-0000-480-0435	.00	828.41	1,500.00	671.59	55.2
006-0000-480-0499	.00	652.59	1,500.00	847.41	43.5
006-0000-480-0608	.00	4,929.45	4,930.00	.55	100.0
006-0000-480-0615	.00	71,865.62	85,000.00	13,134.38	84.6
006-0000-480-0616	.00	15,248.86	15,000.00	(248.86)	101.7
006-0000-480-0808	.00	800.00	500.00	(300.00)	160.0
TOTAL IRRIGATION	16,375.54	313,788.72	351,338.00	37,549.28	89.3
TOTAL FUND EXPENDITURES	16,375.54	313,788.72	351,338.00	37,549.28	89.3
NET REVENUE OVER EXPENDITURES	2,869.87	(18,469.74)	(36,238.00)	(17,768.26)	(51.0)

TOWN OF SILT
 BALANCE SHEET
 NOVEMBER 30, 2019

VICTIM ASSISTANCE FUND

ASSETS

008-0000-100-0100	CASH - COMBINED FUND		56,052.95	
	TOTAL ASSETS			<u>56,052.95</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
008-0000-240-0101	FUND BALANCE		62,805.50	
	REVENUE OVER EXPENDITURES - YTD	(	6,752.55)	
	BALANCE - CURRENT DATE		<u>56,052.95</u>	
	TOTAL FUND EQUITY			<u>56,052.95</u>
	TOTAL LIABILITIES AND EQUITY			<u>56,052.95</u>

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

VICTIM ASSISTANCE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>FINES</u>						
008-0000-300-0501	VICTIM ASSISTANCE FINES	350.60	5,523.06	5,000.00	(523.06)	110.5
	TOTAL FINES	350.60	5,523.06	5,000.00	(523.06)	110.5
	TOTAL FUND REVENUE	350.60	5,523.06	5,000.00	(523.06)	110.5

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

VICTIM ASSISTANCE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
008-0000-492-0425 SUPPLIES	.00	1,226.15	1,000.00	(226.15)	122.6
008-0000-492-0613 VICTIM ASSISTANCE	399.46	11,049.46	14,000.00	2,950.54	78.9
TOTAL EXP PROGRAM 492	<u>399.46</u>	<u>12,275.61</u>	<u>15,000.00</u>	<u>2,724.39</u>	<u>81.8</u>
TOTAL FUND EXPENDITURES	<u>399.46</u>	<u>12,275.61</u>	<u>15,000.00</u>	<u>2,724.39</u>	<u>81.8</u>
NET REVENUE OVER EXPENDITURES	<u>(48.86)</u>	<u>(6,752.55)</u>	<u>(10,000.00)</u>	<u>(3,247.45)</u>	<u>(67.5)</u>

TOWN OF SILT
 BALANCE SHEET
 NOVEMBER 30, 2019

BEAUTIFICATION FUND

ASSETS

009-0000-100-0100	CASH - COMBINED FUND	241,997.37	
009-0000-100-0105	CASH IN BANK - MONEY MKT	17,059.95	
	TOTAL ASSETS		<u>259,057.32</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
009-0000-240-0101	FUND BALANCE	234,478.22	
	REVENUE OVER EXPENDITURES - YTD	24,579.10	
	BALANCE - CURRENT DATE		<u>259,057.32</u>
	TOTAL FUND EQUITY		<u>259,057.32</u>
	TOTAL LIABILITIES AND EQUITY		<u>259,057.32</u>

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

BEAUTIFICATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 01</u>					
009-0000-300-0111	LODGING TAX	9,700.33	60,152.30	45,000.00	(15,152.30) 133.7
	TOTAL SOURCE 01	9,700.33	60,152.30	45,000.00	(15,152.30) 133.7
<u>SOURCE 06</u>					
009-0000-300-0610	DONATIONS	.00	100.00	.00	(100.00) .0
	TOTAL SOURCE 06	.00	100.00	.00	(100.00) .0
<u>MISCELLANEOUS</u>					
009-0000-300-0801	INTEREST INCOME	2.71	28.19	25.00	(3.19) 112.8
	TOTAL MISCELLANEOUS	2.71	28.19	25.00	(3.19) 112.8
	TOTAL FUND REVENUE	9,703.04	60,280.49	45,025.00	(15,255.49) 133.9

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

BEAUTIFICATION FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
009-0000-492-0613 PROJECTS	730.70	35,701.39	168,000.00	132,298.61	21.3
TOTAL EXP PROGRAM 492	<u>730.70</u>	<u>35,701.39</u>	<u>168,000.00</u>	<u>132,298.61</u>	<u>21.3</u>
TOTAL FUND EXPENDITURES	<u>730.70</u>	<u>35,701.39</u>	<u>168,000.00</u>	<u>132,298.61</u>	<u>21.3</u>
NET REVENUE OVER EXPENDITURES	<u>8,972.34</u>	<u>24,579.10</u>	<u>(122,975.00)</u>	<u>(147,554.10)</u>	<u>20.0</u>

TOWN OF SILT
 BALANCE SHEET
 NOVEMBER 30, 2019

PARK IMPACT FEE FUND

ASSETS

012-0000-100-0100	CASH - COMBINED FUND	24,226.01	
012-0000-100-0105	CASH IN BANK - MONEY MKT	25,838.09	
	TOTAL ASSETS		<u>50,064.10</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
012-0000-240-0101	FUND BALANCE	43,746.02	
	REVENUE OVER EXPENDITURES - YTD	6,318.08	
	BALANCE - CURRENT DATE	50,064.10	
	TOTAL FUND EQUITY		<u>50,064.10</u>
	TOTAL LIABILITIES AND EQUITY		<u>50,064.10</u>

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

PARK IMPACT FEE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>	
<u>FEEES</u>						
012-0000-300-0319	PARK IMPACT FEES	.00	6,268.08	15,000.00	8,731.92	41.8
	TOTAL FEES	.00	6,268.08	15,000.00	8,731.92	41.8
<u>MISCELLANEOUS</u>						
012-0000-300-0801	INTEREST	4.11	50.00	.00	(50.00)	.0
	TOTAL MISCELLANEOUS	4.11	50.00	.00	(50.00)	.0
	TOTAL FUND REVENUE	4.11	6,318.08	15,000.00	8,681.92	42.1

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

PARK IMPACT FEE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>PARK IMPACT FEE</u>						
012-0000-492-0611	PROJECTS	.00	.00	10,000.00	10,000.00	.0
	TOTAL PARK IMPACT FEE	.00	.00	10,000.00	10,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
	NET REVENUE OVER EXPENDITURES	<u>4.11</u>	<u>6,318.08</u>	<u>5,000.00</u>	<u>(1,318.08)</u>	<u>126.4</u>

TOWN OF SILT
 BALANCE SHEET
 NOVEMBER 30, 2019

CONSTRUCTION IMPACT FEE FUND

ASSETS

013-0000-100-0100	CASH - COMBINED FUND		48,138.23	
	TOTAL ASSETS			<u>48,138.23</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
013-0000-240-0101	FUND BALANCE	43,986.69		
	REVENUE OVER EXPENDITURES - YTD	<u>4,151.54</u>		
	BALANCE - CURRENT DATE		<u>48,138.23</u>	
	TOTAL FUND EQUITY			<u>48,138.23</u>
	TOTAL LIABILITIES AND EQUITY			<u>48,138.23</u>

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

CONSTRUCTION IMPACT FEE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>FEEES</u>					
013-0000-300-0375	IMPACT FEE	.00	4,151.54	12,000.00	7,848.46	34.6
	TOTAL FEES	.00	4,151.54	12,000.00	7,848.46	34.6
	TOTAL FUND REVENUE	.00	4,151.54	12,000.00	7,848.46	34.6

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

CONSTRUCTION IMPACT FEE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CONSTRUCTION IMPACT FEE</u>						
013-0000-492-0611	PROJECTS	.00	.00	20,000.00	20,000.00	.0
	TOTAL CONSTRUCTION IMPACT FEE	.00	.00	20,000.00	20,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	20,000.00	20,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	4,151.54	(8,000.00)	(12,151.54)	51.9

TOWN OF SILT
BALANCE SHEET
NOVEMBER 30, 2019

SILT HOUSING AUTHORITY

ASSETS

015-0000-100-0100	CASH - COMBINED FUND	(455,889.01)	
015-0000-100-0105	CASH IN BANK - MONEY MARKET	487,791.41	
015-0000-100-0114	CASH IN BANK - COLO TRUST	117,210.53	
015-0000-100-0801	LAND	154,120.00	
015-0000-100-0805	BUILDINGS	1,368,907.41	
015-0000-100-0810	EQUIPMENT	26,198.63	
015-0000-100-0820	ACCUM DEPRECIATION	(743,858.45)	
	TOTAL ASSETS		954,480.52

LIABILITIES AND EQUITY

LIABILITIES

015-0000-200-0200	PAYROLL PAYABLES ALLOCATION	1,158.04	
015-0000-200-0407	GARCO HOUSING MAINTENANCE FUND	24,392.56	
	TOTAL LIABILITIES		25,550.60

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
015-0000-245-0101	RETAINED EARNINGS	(135,277.70)	
015-0000-245-0105	CONTRIB IN AID OF CONST	1,041,815.60	
	REVENUE OVER EXPENDITURES - YTD	22,392.02	
	BALANCE - CURRENT DATE		928,929.92
	TOTAL FUND EQUITY		928,929.92
	TOTAL LIABILITIES AND EQUITY		954,480.52

TOWN OF SILT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

SILT HOUSING AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	
<u>TRANSFERS FROM OTHER FUNDS</u>						
015-0000-300-0271	TRANSFER IN	.00	.00	12,000.00	12,000.00	.0
	TOTAL TRANSFERS FROM OTHER FUNDS	.00	.00	12,000.00	12,000.00	.0
<u>GRANTS/CONTRIBUTIONS</u>						
015-0000-300-0603	MISC. GRANTS	35,000.00	38,200.00	25,000.00	(13,200.00)	152.8
	TOTAL GRANTS/CONTRIBUTIONS	35,000.00	38,200.00	25,000.00	(13,200.00)	152.8
<u>MISCELLANEOUS</u>						
015-0000-300-0801	INTEREST INCOME	318.81	4,726.96	1,500.00	(3,226.96)	315.1
015-0000-300-0808	MISC. INCOME	.00	228.54	.00	(228.54)	.0
	TOTAL MISCELLANEOUS	318.81	4,955.50	1,500.00	(3,455.50)	330.4
<u>HOUSING FEES</u>						
015-0000-300-1502	RENTAL REVENUE - SENIOR HSNG	14,782.08	173,760.08	186,000.00	12,239.92	93.4
015-0000-300-1505	LAUNDRY REVENUE	163.00	2,238.99	2,000.00	(238.99)	112.0
	TOTAL HOUSING FEES	14,945.08	175,999.07	188,000.00	12,000.93	93.6
	TOTAL FUND REVENUE	50,263.89	219,154.57	226,500.00	7,345.43	96.8

TOWN OF SILT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

SILT HOUSING AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONDO EXPENDITURES</u>					
015-0000-495-0214	.00	2,420.00	.00	(2,420.00)	.0
015-0000-495-0240	.00	130.59	500.00	369.41	26.1
015-0000-495-0254	5.64	548.27	.00	(548.27)	.0
015-0000-495-0255	197.66	1,183.08	1,200.00	16.92	98.6
015-0000-495-0408	140.00	1,540.00	1,680.00	140.00	91.7
015-0000-495-0450	420.00	2,583.41	25.00	(2,558.41)	10333.
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL CONDO EXPENDITURES	763.30	8,405.35	3,405.00	(5,000.35)	246.9
<u>SENIOR HOUSING EXPENDITURES</u>					
015-0000-496-0101	1,851.62	27,307.64	30,000.00	2,692.36	91.0
015-0000-496-0106	144.67	2,123.53	3,400.00	1,276.47	62.5
015-0000-496-0107	62.05	897.24	1,700.00	802.76	52.8
015-0000-496-0109	352.79	5,600.34	7,650.00	2,049.66	73.2
015-0000-496-0201	(10,387.50)	3,462.50	3,500.00	37.50	98.9
015-0000-496-0212	.00	8,427.50	8,000.00	(427.50)	105.3
015-0000-496-0214	95.00	1,942.00	2,100.00	158.00	92.5
015-0000-496-0215	.00	1,750.00	2,100.00	350.00	83.3
015-0000-496-0225	2,217.31	26,919.01	27,900.00	980.99	96.5
015-0000-496-0240	1,195.97	8,526.01	6,000.00	(2,526.01)	142.1
015-0000-496-0250	56.26	495.05	650.00	154.95	76.2
015-0000-496-0254	507.88	8,682.99	13,500.00	4,817.01	64.3
015-0000-496-0255	2,989.12	17,302.46	16,800.00	(502.46)	103.0
015-0000-496-0258	.00	6,503.32	7,900.00	1,396.68	82.3
015-0000-496-0370	.00	.00	200.00	200.00	.0
015-0000-496-0404	.00	3,051.13	2,800.00	(251.13)	109.0
015-0000-496-0405	.00	4,644.96	4,411.00	(233.96)	105.3
015-0000-496-0425	.00	39.49	200.00	160.51	19.8
015-0000-496-0499	.00	157.24	100.00	(57.24)	157.2
015-0000-496-0540	444.80	3,514.93	23,000.00	19,485.07	15.3
015-0000-496-0601	.00	57,009.86	55,000.00	(2,009.86)	103.7
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TOTAL SENIOR HOUSING EXPENDITURES	(470.03)	188,357.20	216,911.00	28,553.80	86.8
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TOTAL FUND EXPENDITURES	293.27	196,762.55	220,316.00	23,553.45	89.3
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	49,970.62	22,392.02	6,184.00	(16,208.02)	362.1

TOWN OF SILT
BALANCE SHEET
NOVEMBER 30, 2019

ECONOMIC DEVELOPMENT REVOLVING

ASSETS

017-0000-100-0100	CASH - COMBINED FUND	13,491.32	
017-0000-100-0201	ACCTS REC - DOLLAR GENERAL	131,853.47	
	TOTAL ASSETS		145,344.79

LIABILITIES AND EQUITY

LIABILITIES

017-0000-200-0600	NOTES PAYABLE - W/WW	131,853.47	
	TOTAL LIABILITIES		131,853.47

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
017-0000-240-0101	FUND BALANCE	13,136.57	
	REVENUE OVER EXPENDITURES - YTD	354.75	
	BALANCE - CURRENT DATE		13,491.32
	TOTAL FUND EQUITY		13,491.32
	TOTAL LIABILITIES AND EQUITY		145,344.79

TOWN OF SILT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

ECONOMIC DEVELOPMENT REVOLVING

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>TRANSFERS FROM OTHER FUNDS</u>						
017-0000-300-0271	TRANSFER IN	16,473.94	16,473.94	13,750.00	(2,723.94)	119.8
017-0000-300-0275	SALES TAX / TIF DEDICATED	.00	.00	3,240.00	3,240.00	.0
TOTAL TRANSFERS FROM OTHER FUNDS		<u>16,473.94</u>	<u>16,473.94</u>	<u>16,990.00</u>	<u>516.06</u>	<u>97.0</u>
TOTAL FUND REVENUE		<u>16,473.94</u>	<u>16,473.94</u>	<u>16,990.00</u>	<u>516.06</u>	<u>97.0</u>

TOWN OF SILT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

ECONOMIC DEVELOPMENT REVOLVING

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EDRF EXPENDITURES</u>					
017-0000-498-0204 SALES TAX / TIF CONTRIBUTION	2,024.19	2,024.19	2,900.00	875.81	69.8
017-0000-498-3001 DEBT SERVICE - PRINCIPAL	10,590.00	10,590.00	10,590.00	.00	100.0
017-0000-498-3010 DEBT SERVICE - INTEREST	3,505.00	3,505.00	3,505.00	.00	100.0
TOTAL EDRF EXPENDITURES	<u>16,119.19</u>	<u>16,119.19</u>	<u>16,995.00</u>	<u>875.81</u>	<u>94.9</u>
TOTAL FUND EXPENDITURES	<u>16,119.19</u>	<u>16,119.19</u>	<u>16,995.00</u>	<u>875.81</u>	<u>94.9</u>
NET REVENUE OVER EXPENDITURES	<u>354.75</u>	<u>354.75</u>	<u>(5.00)</u>	<u>(359.75)</u>	<u>7095.0</u>

TOWN OF SILT
BALANCE SHEET
NOVEMBER 30, 2019

COMBINED CASH FUND

ASSETS

100-0000-100-0100	CASH ALLOCATED TO OTHER FUNDS	(3,560,600.39)	
100-0000-100-0101	COMBINE CHECKING-AMERICAN NAT	591,276.81	
100-0000-100-0106	MONEY MARKET / COMBINED	2,995,914.58	
100-0000-100-0175	CASH CLEARING - UTILITIES	409.00	
100-0000-100-0185	RESERVED CASH/WATER/WW	(27,000.00)	
	TOTAL ASSETS		<u>.00</u>



Date: January 8, 2020
To: Mayor Richel & Board of Trustees
From: Jeff Layman, Town Administrator
Subject: Staff Report

Activities, initiatives and news:

- **OHV Implementation**

- The OHV implementation has gone smoothly and without any drama. In fact, Chief Kite reports few OHVs on the roads, likely due to the recent cold weather. We have had quite a few citizens stopping by Town Hall to pick up the “rules of the road” and the stickers.
- We have confirmed that the speed limit on River Frontage Road will be reduced to 35 MPH. The immediate result will be that Low Speed Electric Vehicles (LSEV) will be able to operate there and into Town via the 9th Street bridge over I-70.
- We’ve met with CDOT to discuss using OHVs on River Frontage Road, the 9th Street bridge and other state roads and have been encouraged to be patient. The state’s transportation commission has granted a “test case” status to an OHV state highway use in Lake City through 2020. They will evaluate the results of this test prior to granting additional waivers.
- We have contacted Garfield County about modifying their regulations north of Silt, but haven’t yet met with them.

- **Water/Wastewater/Irrigation**

- As a staff, we have spent a significant amount of time thinking and talking about water!
 - EQR Study with Engineer Michael Erion (Report included in the January 13 Board Packet)
 - Water rights with Attorney Michael Sawyer and Engineer Michael Erion
 - Water system improvements with Engineer Deric Walter, Jack Castle, Janet Aluise and Trey Fonner in preparation for the Spring FMLD grant application
 - Water operations with Jack Castle
 - Energy usage at our Water/Wastewater plant with Jack Castle, Trey Fonner and the folks at GCE/CLEER.

*Stay tuned for reports regarding all of these areas.

- **Colorado Municipal League Legislative Update**
 - I participated in the CML 2020 Legislative Kickoff Webinar on January 8, 2020. The CML staff discussed many topics of municipal interest being considered by the Colorado General Assembly this session.
- **Rifle Animal Shelter Capital Update**
 - Heather Mullen wanted me to let you know that they were awarded a grant, received two individual donations and the City of Rifle granted them \$90,000 towards the capital campaign. They have currently raised \$1,759,366 of the \$2.2 million needed to complete the campaign. They are working with the City of Rifle to break ground in the spring of 2020.
- **CMC West Garfield Campus Advisory Council**
 - CMC Rifle campus Dean Tinker Duclou asked me to serve on their advisory council. Since education is so integral in regional economic development, I agreed and have participated in one of their quarterly meetings.
- **Metro District Subcommittee**
 - The subcommittee has met once and is studying some materials in preparation for making some recommendations to the Board.
- **Golden Gate Petroleum is Open for Business**
 - GG received its temporary certificate of occupancy permitting it to operate on or about December 19. They have a few minor "punch list" items to complete, but they are in business and are generating sales tax revenue for the Town. Perhaps more importantly, the additional business located south of the interchange has the potential to attract additional business.
- **Silt I-70 Interchange**
 - Our IMTPR (Intermountain Traffic Planning Region) recently presented our interchange project as #7 on the priority list. This is out of the roughly 160 projects from our region presented for review. Please see the attached list.
- **CRAFT Grant**
 - The Town of Parachute is leading the effort to once again apply for this grant with New Castle and Rifle to assist us in developing and marketing our recreational amenities, including the Colorado River.
- **Town Condo Contamination**
 - Remediation of the methamphetamine contamination has begun at our unit. We are anticipating a February 1 completion of the project.



Date: January 3, 2020

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

Re: Staff report for December 2019

Town Clerk duties:

- Completed and submitted Tree City application
- Prepared and posted public hearing sign for liquor license
- Misc research for staff members
- Signed A/P and payroll checks
- Emailed public notices to newspaper
- Attended Heyday meeting
- Prepared flyer for best Christmas yard decorations
- Pick up food for work shop
- Meeting with Peggy Swank and Administrator re: Heyday 2020
- Prepared wine tasting permit for licensee
- Prepared public notices for new liquor license public hearing
- Prepared 2020 calendars
- Attended Election webinar
- Index filing
- Attended work session and BOT meeting
- Prepared directives list
- Attended staff meetings
- Met with Administrator re: various items
- Took deposits to bank on regular basis, Micro Plastics & locksmith
- Prepared and sent out BOT packets
- Follow up on meetings and transcribed minutes
- Customer service in office
- Placed stop payment on checks
- Swore in new police officer and went over new hire paperwork
- Signed 2020 business licenses
- Working on upcoming election (i.e. nomination petitions, notices for paper, calendar)
- Worked on employee evaluation

Municipal Court & Police Dept. duties:

- Prepared and sent out VALE packet, attended meeting, transcribed minutes
- 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
- Prepared notice to set trial for pending jury trial
- 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)
- Emailed Warrantless Arrest Affidavits to the courts
- Assisted officers with Appearance Bonds
- Released bench warrant and OJW's

MEMORANDUM

TO: Jeff Layman, Town Administrator
FROM: Janet Aluise, Community Development Director
DATE: January 3, 2020 (for December 9, 2019 to January 12, 2020)

Studies/Master Plans/Research

Parks/Recreation/Culture Master Plan
Pinnacol Insurance re: comp. bid CIRSA

Pre-Application Conferences/Submittals

Heron's Nest RV Park Annexation
Painted Pastures Annexation
Condominiumization 2119 Horseshoe Trail
SUP – Retail Marijuana
Ms. Kearns re: Spruce Meadows SFD
Yancy Nichol re: PP Roundabout

Building Department

Cover office for training/vacation/sick time
Contractor Licensing, BEST Tests, Monthly Reports
Fee estimate for building permits (2)
End of Year Permit Reports
Review of all building/misc. permits 2019

Administration

Staff meetings (2)
P & Z meeting minutes (January 7, 2020)
Planning for 2020 Events – 2020 Schedule
Advertisements/LED Sign Requests (15)
Website Revisions for 2020 (All departments)
P & Z/BOT Meeting Packets (January 7, 13)
Business License & Contractor License Renewals
Interviewing & Selection of New Employee
RE-2 re: PRC Survey
Devin Dreyton @ CDOT re: GG TCO
Nettie @ GarCO Health re: GG TCO
Michelle @ Commerce City re: Opp. Zone

Training

Webinar – Recycling
Webinar – Granicus
Webinar - Pictometry

Meetings/Events

OEDIT Pitch Event - Denver
Planning & Zoning/BOT Meetings (2)
Prospective building permit applicants (4)
CIRSA Safety (Safe Winter Driving)
Sitting with Santa (Dec. 13)
Team Sports (NC Rec) (January 3)

Economic Development

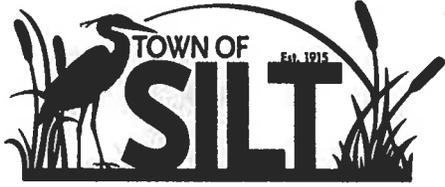
Manufacturing Plant
Jason Dobbs re: Multi-Family development
Jeff Johnson re: 4-plex
Gabe @ ICMA re: SolSmart Program adver

Ordinances & Resolutions

Marijuana Moratorium Emerg. Ordinance

Customer Questions

John Dyet re: B-3 and B-Industrial
Natalie Wilson re: licensing
Skyline Solar re: Permitting & Inspections
Bridget Koenan re: Comcast permitting
Ray Nielsen @ Camp Colorado re: well
Erika Hernandez re: 4-unit private drive



Public Works Department
Trey H Fonner
Public Works Director

Memo

To: Jeff Layman, Town Administrator
From: Trey Fonner, Public Works Director
Cc: File
Date: January 6, 2020
Subject: Public Works Department Report

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.

- ❖ Rework access path to River at Island Park
 - ❖ Create new trail and block of old trail at Island park
 - ❖ Fill potholes in various locations
 - ❖ Change out dollar bill acceptor on bulk water
 - ❖ Clean drain inlets around Town
 - ❖ AED monthly checks
 - ❖ Repair meter pit 440 9th street
 - ❖ Snow removal operations 12/05/2019 and 12/12/2019
 - ❖ Clean up shop
 - ❖ Prepare for new Shop fence
 - ❖ New shop fence installation started
 - ❖ Fill in and level sunken grave at Cemetery
 - ❖ Elm tree removal 7th street, Eagles View park
 - ❖ Christmas lights on Main St.
 - ❖ Repair on flushing hydrant
 - ❖ Install new parts for commercial bulk water east station
 - ❖ Senior housing maintenance
 - ❖ County meeting for IMTPR priorities list
 - ❖ Meet with GCE on power usage at Water Treatment Plant
 - ❖ Meet with KLJ on Transportation study
 - ❖ Meet on Irrigation audit
 - ❖ Meet with Spruce Meadows HOA
 - ❖ Webinar with Charge ahead Colorado on electric vehicle charging station
 - ❖ Pick up new plow/work truck for Public Works
- ❖ The Public Works employees would like to thank the Board of Trustees for allocating the monies to improve the work environment in this department, such as the new break room, new shop insulation, new fence around the facility, and the first new work truck purchased for the Public Works Department.
- 

Water, Waste Water Memo

Activities December 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
- Settleometer test, TSS' on AB's and Digesters weekly
- Lift stations were checked at Camp Colorado and Holiday Inn
- Motor installed on blower number 2

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.
- House keeping

DISTRIBUTION

- Meters were read
- 52 door hangers were hung
- 4 addresses were turned off/back on
- 31 meters that are inside houses would not read
- 16 meters that are in pits would not read
- Field testing/Hydrant flushing (weather permitting)





SILT POLICE DEPARTMENT

231 North Seventh Street / PO Box 70 / Silt CO 81652
Phone: 970-876-2735 / Fax: 970-876-0205

To : Jeff Layman
From : Chief Kite
Re: Monthly Activity Report , December 31 2019 End Of Year Report

In the month of December 2019 the Silt Police Department had 327 calls for service.

29 penalty assessment tickets were issued for traffic violations.

30 warnings were issued for infractions of the law.

23 calls for service were related to Animal Complaints.

There were also 32 arrest made by the Silt police Department for criminal charges in the month of December and 0 Juvenile arrest.

At the end of December 2018, the total number of calls for service was 463

There were 2 K9 deployments and 0 finds.

At the end of 2018 we were at 5614 calls for service. At the end of 2019 we were at 4403 calls for service.

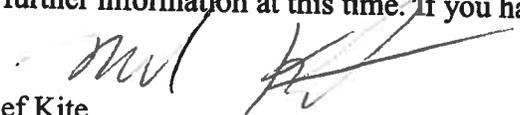
We have hired a new officer his name is Nick Martin and we have a new hire in the process I hope to have her hired the first week of February and that will bring us back to full staff.

The two new patrol vehicles have arrived.

Community relations

Working with the Garfield County Sheriffs Department we were able to help 10 family's within the town of Silt with food for the holidays. The Town Of Silt Police Department sponsored 4 children with Christmas gifts.

No further information at this time. If you have any questions please contact me.


Chief Kite



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
INCIDENTS 2019	446	365	359	408	459	480	441	494	324	381	327	327	4403
INCIDENTS 2018	467	362	432	443	524	445	573	476	395	499	535	463	5614
CASES 2019	16	29	19	23	28	31	21	32	25	34	22	16	273
CASES 2018	27	30	40	33	24	41	47	37	41	46	41	28	435
ANIMAL 2019	12	13	24	23	29	21	25	19	18	19	26	23	229
ANIMAL 2018	0*	16	27	26	35	33	32	35	26	18	24	14	286
ADULT ARRESTS 19	12	22	12	20	21	37	25	30	12	30	31	32	264
ADULT ARRESTS 18	33	21	29	20	24	22	28	18	17	28	28	13	281
JUVENILE ARRESTS 19	2	5	0	0	0	3	4	3	2	1	3	0	23
JUVENILE ARRESTS 18	0	0	0	1	0	2	0	1	3	6	0	4	17
TICKETS 2019	60	43	42	29	62	58	78	52	22	53	42	29	541
TICKETS 2018	80	42	66	63	64	52	80	60	76	94	78	58	813
WARNINGS 2019	111	100	90	48	104	124	100	97	60	107	88	30	1012
WARNINGS 2018	19*	17*	14*	81	119	77	143	122	76	135	184	135	1122