

**TOWN OF SILT  
REGULAR BOARD OF TRUSTEES AGENDA  
MONDAY, JUNE 8, 2020 – 7:00 P.M.  
MUNICIPAL COUNCIL CHAMBERS**

<b>ESTIMATED TIME</b>	<b>AGENDA ITEM</b>	<b>PUBLIC HEARING or ACTION ITEM</b>	<b>STAFF PRESENTOR</b>
	<b>Agenda</b>		<b>Tab A</b>
<b>7:00</b>	<b>Call to order</b>		<b>Mayor Richel</b>
	<b>Roll call</b>		
	<b>Pledge of Allegiance and Moment of Silence</b>		
<b>7:05</b>	<b>Public Comments</b> - The Mayor will announce the time for public comment. Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment. For those attending in person, 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.		
<b>7:20</b>	<b>Consent agenda –</b>  <ol style="list-style-type: none"> <li>1. Minutes of the May 22, 2020 Emergency Board of Trustees meeting</li> <li>2. Minutes of the May 26, 2020 Board of Trustees meeting</li> <li>3. Renewal of Hotel &amp; Restaurant liquor license for Miner’s Claim Restaurant</li> </ol>	<b>Action Item</b>	<b>Tab B Mayor Richel</b>
<b>7:25</b>	<b>Conflicts of Interest</b>		
	<b>Agenda Changes</b>		
<b>7:25 30 min</b>	<b>River Valley Metropolitan District Fee Sharing agreement</b>	<b>Action Item</b>	<b>Tab C Administrator Layman</b>
<b>7:55 5 min</b>	Second reading of <b>Ordinance No. 11, Series 2020</b> , AN ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY NEW 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 XVIII, SECTION 14 AND ARTICLE XVIII, 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	<b>Public Hearing</b>	<b>Tab D Director Aluise</b>

<b>8:00 10 min</b>	<b>Declaration of breach of Annexation and Development Agreement for Ferguson Crossing and direction to take legal action to enforce Town's rights</b>	<b>Action Item</b>	<b>Tab E Attorney Sawyer</b>
<b>8:10 10 min</b>	<b>Plans for the re-opening of Town Hall</b>	<b>Info Item</b>	<b>Tab F Administrator Layman</b>
<b>8:20 5 min</b>	<b>Administrator and Staff reports</b>	<b>Info Item</b>	<b>Tab G Administrator Layman</b>
	Mayor declares adjournment as the Board of Trustees and convenes as the Silt Urban Renewal Authority		
<b>8:25 10 min</b>	<b>Approval of Silt Urban Renewal Authority amended By-laws</b>	<b>Action Item</b>	<b>Tab H Attorney Sawyer</b>
	Mayor declares adjournment as the Silt Urban Renewal Authority and reconvenes as the Board of Trustees		
<b>8:35 10 min</b>	<b>Updates from Board / Board Comments</b>		
<b>8:45</b>	<b>Adjournment</b>		
<p>The next regularly scheduled meeting of the Silt Board of Trustees is Monday, June 22, 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.</p>			

**TOWN OF SILT  
EMERGENCY BOARD OF TRUSTEES MEETING  
MAY 22, 2020 – 10:00 A.M.**

The Silt Board of Trustees held an emergency meeting remotely on Friday, May 22, 2020. Mayor Richel called the meeting to order at 10:00 a.m.

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<b>Roll call</b>	Present	Mayor Keith Richel Mayor Pro-tem Kyle Knott Trustee Sam Flores Trustee Andreia Poston Trustee Jerry Seifert Trustee Sam Walls
	Absent	Trustee Justin Brintnall

Also present remotely were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Community Development Director Janet Aluise, Town Treasurer Amie Tucker, Public Works Director Trey Fonner, Chief of Police Mike Kite, Town Attorney Anna Itenberg and members of the public.

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**Pledge of Allegiance and Moment of Silence**

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**Conflicts of Interest** – There were no conflicts of interest.

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**Public Comments** – There were no public comments.

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**Agenda Changes** – There were no agenda changes.

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**Resolution No. 19, Series 2020 – State of Emergency discussion**

Administrator Layman stated that the Board had commented at their last meeting their desire to possibly rescind Resolution No. 19. He pointed out that the emergency ordinances being considered today were made possible because of the state of emergency and recommended that both Resolutions 19 and 20 stay in place at this time. He added that it is possible that some of the reimbursement from State and Federal sources might require that they be in place and that it could be premature to terminate either of them right now. **There was a consensus not to rescind Resolutions 19 and 20.**

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**Emergency Ordinance No. 13, Series 2020, AN EMERGENCY ORDINANCE AMENDING THE APPROVAL PROCESS FOR AN APPLICATION REQUESTING A CHANGE OF LOCATION OF PREMISES UNDER AN EXISTING LIQUOR LICENSE FOR USE DURING A LOCAL EMERGENCY DECLARATION**

Administrator Layman and Attorney Itenberg went over the intent of Ordinances 13 and 14 that would both help assist restaurants in recovering from the pandemic now that the State has provided guidance to local municipalities allowing the local liquor authorities to temporarily

extend licensed premises to encompass larger areas so that they can serve while still recognizing social distancing. Administrator Layman stated that Ordinance No. 13 specifically allows restaurants to extend their premise in which to serve alcohol temporarily.

The public hearing was opened at 10:33 a.m. There were no public comments and the hearing was closed at 10:34 a.m.

**Mayor Pro-tem Knott made a motion to approve emergency Ordinance No. 13, Series 2020, AN EMERGENCY ORDINANCE AMENDING THE APPROVAL PROCESS FOR AN APPLICATION REQUESTING A CHANGE OF LOCATION OF PREMISES UNDER AN EXISTING LIQUOR LICENSE FOR USE DURING A LOCAL EMERGENCY DECLARATION. Trustee Flores seconded the motion, and the motion carried unanimously.**

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**Emergency Ordinance No. 14, Series 2020, AN EMERGENCY ORDINANCE AMENDING SECTION 9.08.010 TO ALLOW CONSUMPTION OF ALCOHOLIC BEVERAGES IN DESIGNATED PUBLIC PLACES**

Administrator Layman explained the intent of Ordinance No. 14 stating that is would allow the Town Administrator to designated public areas in town in which consumption of alcohol could take place.

The public hearing was opened at 10:40 a.m. There were no public comments and the hearing was closed at 10:41 a.m.

**Mayor Pro-tem Knott made a motion to approve emergency Ordinance No. 14, Series 2020, AN EMERGENCY ORDINANCE AMENDING SECTION 9.08.010 TO ALLOW CONSUMPTION OF ALCOHOLIC BEVERAGES IN DESIGNATED PUBLIC PLACES. Trustee Walls seconded the motion, and the motion carried unanimously.**

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#### **Updates from Board / Board comments**

The Board thanked staff for all of their work putting these two ordinances together and doing what they can for our businesses. Christian Harra owner of Miner's Claim Restaurant stated that he truly appreciates everything that staff and the Board has done and commended everyone for being one step ahead of the game and doing what they can to continue to define Silt in a different fashion.

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#### **Adjournment**

**Trustee Seifert made a motion to adjourn. Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 10:47 a.m.**

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Respectfully submitted,

Approved by the Board of Trustees

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Sheila M. McIntyre, CMC  
Town Clerk

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Keith B. Richel  
Mayor

**TOWN OF SILT  
REGULAR BOARD OF TRUSTEES MEETING  
MAY 26, 2020 – 7:00 P.M.**

The Silt Board of Trustees held their regularly scheduled meeting on Tuesday, May 26, 2020. Mayor Richel called the meeting to order at 7:00 p.m.

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<b>Roll call</b>	Present	Mayor Keith Richel Mayor Pro-tem Kyle Knott Trustee Justin Brintnall Trustee Sam Flores Trustee Andreia Poston Trustee Jerry Seifert Trustee Sam Walls
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Also, present remotely were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Community Development Director Janet Aluise, Town Treasurer Amie Tucker, Public Works Director Trey Fonner, Chief of Police Mike Kite, Town Attorney Michael Sawyer and members of the public.

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**Pledge of Allegiance and Moment of Silence**

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**Public Comments** – There were no public comments.

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**Consent Agenda**

- 1) Minutes of the May 11, 2020 Remote Board of Trustees special meeting
- 2) Intergovernmental Agreement between the Town of Silt and Garfield County for Mosquito Control – 2020
- 3) Annual renewal of Retail Liquor Store license for Silt Discount Liquor

**Trustee Seifert made a motion to approve the consent agenda as presented. Trustee Brintnall seconded the motion, and the motion carried unanimously.**

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**Conflicts of Interest** – There were no conflicts of interest.

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**Agenda Changes** – Trustee Walls stated that he would like to have a discussion about opening up the playgrounds again.

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Second reading of **Ordinance No. 3, Series 2020**, AN ORDINANCE ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO

Director Aluise went over the Annexation and Development Agreement. There was extensive discussion regarding the prepayment of fifty EQR's and the fact that the cost of the EQR's would need to eventually be increased. Staff stated that they were in favor of the prepayment for the Village portion of the development as the cash flow could help the water and wastewater plant this year. Staff added that the developer would use up that allotment fairly quickly. Chad Lee stated that they feel that the number of EQR's are an appropriate amount.

The public hearing was opened at 7:43 p.m. There were no public comments and the hearing was closed at 7:44 p.m.

**Trustee Seifert made a motion to approve second reading of Ordinance No. 3, Series 2020, AN ORDINANCE ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO. Trustee Brintnall seconded the motion, and the motion carried with Mayor Pro-tem Knott voting nay.**

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Second reading of **Ordinance No. 4, Series 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS A PLANNED UNIT DEVELOPMENT CERTAIN ANNEXED LAND KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO**

Director Aluise stated that this item had already been covered by prior conversations.

The public hearing was opened at 7:46 p.m. There were no public comments and the hearing was closed at 7:47 p.m.

**Trustee Seifert made a motion to approve second reading of Ordinance No. 4, Series 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS A PLANNED UNIT DEVELOPMENT CERTAIN ANNEXED LAND KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO. Trustee Poston seconded the motion, and the motion carried unanimously.**

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**Resolution No. 27, Series 2020, A RESOLUTION APPROVING THE RIVER VALLEY METROPOLITAN DISTRICT SERVICE PLAN**

Administrator Layman and Bob Cole went over their staff presentations. Mr. Cole went over the resolution stating that the Board has the option to approve, disapprove or approve with conditions. He stated that there is a date reference that would need to be corrected should this be approved tonight.

Administrator Layman went through his memorandum from the last meeting that addressed various aspects of the service plan that staff had concerns with and how they have been

addressed since the last meeting between the Town and the developer. He added that staff has also received a last-minute addition regarding refunding debt. Jim Mann explained how refunding debt works in relation to the principal amount, adding that it is a standard inclusion.

There was Board discussion regarding length of debt, system development fees that would be used toward the early years of maintenance, a mill levy cap of either 50 or 60 mills, the concern that the developers weren't providing extraordinary benefits such as playgrounds, recreation facilities, soccer fields and ballfields, that the roundabout was to be constructed with the other development, the possibility of people building someplace else in town that doesn't have additional fees and that the Board's idea of an extraordinary benefit is different from the developers.

Russ Hatle stated that they do plan on providing a park in the center of the Village, a dog park, trail and natural open space. He also stated that approximately \$85,000 from the multi-family project would be paid into the park fund. Mr. Hatle asked that the Board approve this tonight as time is short to make the TABOR election in November adding that there is a limit on the amount of time that the funding must be invested.

Jim Mann provided information about the mill levy and stated that there may be some flexibility on the cap. Mr. Hatle stated that they are not asking for anything out of the normal compared to other metro districts throughout Colorado and that they need the 50-mill in order to be profitable. Mr. Hatle explained that the additional amount paid in tax by tenants in the multi-family would be \$45 per month and \$240 annually for single family homes. Jim Higgins stated that the fees would add approximately ten percent to a person's monthly payment which he feels would not be a deal breaker for potential buyers.

Mayor Pro-tem Knott stated that he would like to see a sports area on the north side that fits within that development for the entire town to use and would like to see the town get more than what is being proposed. Mr. Hatle explained how difficult the Village property will be to develop and that they don't have the real estate to develop something like that without giving up a substantial part of the project. Mayor Richel stated that he would like to see a sunset on the system development fees of 10-15 years until the project is at a point that the 10-mills for operation can handle it.

Director Aluise relayed to the Board that staff supports this project and Administrator Layman explained that this project allows the town to capitalize on its opportunity zone status and that it is the number of rooftops that helps draw economic development to Silt. Attorney Sawyer commented about money that would be collected in the form of use tax on this project and how it could be used towards the construction of parks and ballfields. He added that there would also be future discussions about cost sharing from the roundabout that would produce revenue that could be earmarked to achieve some of the goals discussed tonight.

Mayor Pro-tem Knott commented about a five-year sunset and Mr. Hatle stated that they had intended on ten years. Mr. Higgins stated that it takes about eight years to break even and would be comfortable with ten years. Mr. Hatle stated that they plan on starting the roundabout in July 2020 with an October 2020 completion date. Trustee Brintnall stated that he supports the work that staff has put together on this project and that it is important to the town, adding that money can be used from the improvement fees to purchase property for additional recreation. There was additional discussion about open space, trails and parks and it was explained by staff that the Board will have another opportunity to discuss these items at other stages of the process before construction begins.

There was additional discussion about the mill levy being proposed and Mayor Richel stated his concern that it could hurt the town in the future when there may be a need to go to the voters for a mill levy increase for the entire town. Mr. Hatle stated that they would be agreeable with the sunset conditions on the system development fee and the 50-mill debt service with a 10-mill operating mill levy.

The public hearing was opened at 9:39 p.m. There were no comments and the hearing was closed at 9:39 p.m.

**Trustee Brintnall made a motion to approve Resolution No. 27, Series 2020, A RESOLUTION APPROVING THE RIVER VALLEY METROPOLITAN DISTRICT SERVICE PLAN with the following changes: that any date reference of May 25 be changed to May 26, that a sunset of ten-years be added on system development fees, that there is a modification to the provision regarding the refunding of debt so that it doesn't count toward the total debt and a modification to the definition of system development fee to include a fee cap that would lower the rates depending on whether it is single-family attached, detached, multi-family or commercial. Trustee Walls seconded the motion, and the motion carried with Mayor Richel, Mayor Pro-tem Knott and Trustee Seifert voting nay.**

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Second reading of **Ordinance No. 10, Series 2020**, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ADOPTING A NEW TITLE 18 OF THE SILT MUNICIPAL CODE ADDRESSING SPECIALS DISTRICTS – Robert Cole

Bob Cole went over the ordinance asking for an amendment to all references of public hearing in Section 18.01.060(h)(4) and throughout the ordinance be changed to read public meeting.

The public hearing was opened at 9:47 p.m. There were no public comments and the hearing was closed at 9:48 p.m.

**Trustee Brintnall made a motion to approve second reading of Ordinance No. 10, Series 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ADOPTING A NEW TITLE 18 OF THE SILT MUNICIPAL CODE ADDRESSING SPECIALS DISTRICTS with a change to Section 18.01.060(h)(4) and throughout the ordinance to change all references from public hearing to public meeting. Trustee Seifert seconded the motion, and the motion carried unanimously.**

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**Resolution No. 24, Series 2020**, A RESOLUTION ADOPTING A MODEL SERVICE PLAN FOR METROPOLITAN DISTRICTS – Robert Cole

Bob Cole stated that this will adopt the model service plan that is consistent with the policy set forth in the ordinance that was just adopted adding that it will serve as a guide for future metropolitan districts as they come before the board.

The public hearing was opened at 9:51 p.m. There were no comments and the hearing was closed at 9:51 p.m.

**Trustee Seifert made a motion to approve Resolution No. 24, Series 2020, A RESOLUTION ADOPTING A MODEL SERVICE PLAN FOR METROPOLITAN DISTRICTS. Trustee Brintnall seconded the motion, and the motion carried unanimously.**

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First reading of **Ordinance No. 11, Series 2020, AN ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY NEW 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 XVIII, SECTION 14 AND ARTICLE XVIII, 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**

Director Aluisse explained that staff would be bringing two ordinances to the Board in the near future to address changes in both Titles 5 and 17. This ordinance would cover any gap there could be between the expiration of the emergency ordinance and when those two ordinances would be in full effect. She added that the Title 17 ordinance would go before the Planning Commission for a recommendation to the Board.

The public hearing was opened at 9:55 p.m. There were no public comments and the hearing was closed at 9:56 p.m.

**Mayor Pro-tem Knott made a motion to approve first reading of Ordinance No. 11, Series 2020, AN ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY NEW 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 XVIII, SECTION 14 AND ARTICLE XVIII, 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. Trustee Walls seconded the motion, and the motion carried unanimously.**

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#### **Discussion regarding the reopening of playgrounds/parks**

Trustee Walls stated that now that businesses have been reopened that he feels that it is time and safe now to open the parks back up to the kids. He added that if people don't feel safe going to the parks than they can choose not to use them at this time. Director Fonner read the variance from the County that states that park facilities could be opened as long as there are adequate controls in place to maintain six-foot social distancing. Staff will post signs at the playgrounds to let people know that they are open once again but to exercise six-foot social distancing. **There was a consensus to open the parks back up.**

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#### **April 2020 financials and balance sheets**

Treasurer Tucker went over the April 2020 financials and balance sheets adding that the sales tax numbers are looking good considering the state of the economy right now.

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#### **Updates from Board / Board comments**

Trustee Walls thanked staff for all of their work at getting businesses back open again and for all of their work behind the scenes that people don't see. Trustee Poston stated that she is optimistic about the town opening back up and that the financials are looking good and hopefully that will continue with businesses now opening back up at fifty percent. Trustee Seifert commented on the big decision made tonight regarding the metro district and that even though it was divided, there was good discussion and it showed the diversity of the board. Trustee Brintnall stated that it is good to see the restaurants open back up. He added that despite the fear factor, he reminded everyone to be respectful of each other and to work together.

Mayor Pro-tem Knott agreed that the metro district is a great opportunity for the town and thanked staff for their hard work on this process. Trustee Flores stated he is pleased to see the town open back up and that the decision on the metro district will be good for the town. Mayor Richel stated that he had spoken with citizens who were out on their OHV's and how much they appreciate being able to ride them in town. He added that he feels that it is also the Boards job to help educate people on the use of them. He stated that he is glad to see the parks open up again and thought the Board had some good discussion on metro district tonight. He added that in the future he would like to see developments provide a plan of what they are doing before the Board has any type of metro district discussion.

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### **Adjournment**

**Trustee Seifert made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 10:14 p.m.**

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Respectfully submitted,

Approved by the Board of Trustees

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Sheila M. McIntyre, CMC  
Town Clerk

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Keith B. Richel  
Mayor

**Submit to Local Licensing Authority**

**MINER'S CLAIM RESTAURANT  
PO BOX 169  
Silt CO 81652**

Fees Due	
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**Retail Liquor or Fermented Malt Beverage License Renewal Application**

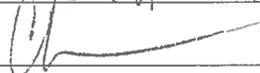
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>MINER'S CLAIM CORPORATION</b>			Doing Business As Name (DBA) <b>MINER'S CLAIM RESTAURANT</b>	
Liquor License # <b>07-59215-0000</b>	License Type <b>Hotel &amp; Restaurant</b>	Sales Tax License # <b>07592150000</b>	Expiration Date <b>06/27/2020</b>	Due Date <b>05/13/2020</b>
Business Address <b>740 MAIN ST Silt CO 81652</b>			Phone Number <b>9708765372</b>	
Mailing Address <b>PO BOX 169 Silt CO 81652</b>			Email <i>miner914@hotmail.com</i>	
Operating Manager <i>Christina</i>	Date of Birth [REDACTED]	Home Address <i>0149 Lafrenz Circle</i>		Phone Number <i>970-448-8340</i>
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No          Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____</p>				
<p>2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>3a. Since the date of filing of the last application, 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"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>3b. Since the date of filing of the last application, 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"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				

**Affirmation & Consent**

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.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Christian Harra	Owner
Signature	Date
	06-02-20

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For	Date	
Signature	Title	Attest

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
June 8, 2020**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** River Valley Metropolitan District Fee Sharing Agreement Proposal

**PROCEDURE:** Action Item

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Proponents of the proposed River Valley Metro District have presented a proposal to the Town of Silt to enter into an Intergovernmental Agreement to proportionally share the costs of designing, constructing and financing the roundabout.

Attached are documents from RVMD describing their proposal and the fees they believe their project will generate and a response by Town Staff regarding the Town's future needs with some alternatives for the Silt Board of Trustees to consider.

**ORIGINATED BY:** Jeff Layman

**PRESENTED BY:** Jeff Layman

**DOCUMENTS ATTACHED:**  
-RVMD Fee Sharing Proposal  
-Town of Silt Fees and Taxes  
-Staff Memo

**TOWN ATTORNEY REVIEW [ ] YES [ x ] NO**      **INITIALS:**

**SUBMITTED BY:**

Jeff Layman  
Jeff Layman, Town Administrator

**REVIEWED BY:**

  
Sheila M. McIntyre, Town Clerk

**River Valley Metropolitan District  
Fee Sharing Proposal**

An integral element of the development of Painted Pastures sub division is the approval of an Intergovernmental Agreement (IGA) sharing fees and use taxes from development within the River Valley Metropolitan District (RVMD) between the Town of Silt and RVMD.

Raley Ranch Projects, LLC will construct and RVMD will ultimately finance the roundabout and associated landscaping at Highway 6 and Overo Boulevard. As has been discussed, the roundabout will provide significant public benefits for the Town of Silt:

- Provide a “sense of arrival” for westbound traffic on Highway 6 from New Castle
- Improved traffic flow for eastbound traffic via Grand Avenue and Overo Blvd.
- Reduction in traffic at the intersection of Highway 6 and 16<sup>th</sup> Street
- Possible delay of CDOT requirement for multi-million dollar intersection upgrade at Highway 6 and 16<sup>th</sup> Street.

In recognition for the benefits received by the Town, the developer is requesting an agreement between the Town and RVMD to proportionately share the costs of designing, constructing and financing the roundabout. Total costs of the roundabout are estimated at \$1,787,000.

Exhibit 1 provides an analysis of the fees and taxes anticipated with a full buildout of the projects located within the boundaries of the RVMD. Total fees are \$6,320,000 and comprised of:

Water, Wastewater & Irrigation Fees	\$3,587,000
Permit, Impact and Review Fees	\$1,975,000
Use Tax	<u>\$757,000</u>
Total	\$6,320,000

The developer recognizes the Town’s requirement to invest in their water infrastructure and is not proposing any fee participation with water, wastewater or irrigation fees. The developer is requesting to share in 50% of the permit, impact, review fees and use tax up to a maximum of \$750,000. Fees would be paid by developers when building permit are drawn and the Town would make quarterly payments to RVMD. RVMD would use the funds for infrastructure costs and debt service.

Exhibit 2 provides an analysis by fee category and the year fees would be generated. After excluding the water fees, it is anticipated that fee sharing to RVMD will extend for 4 years. The \$750,000 participation by the Town in the cost of the roundabout represents approximately 42% of the total cost. The developer is funding 58%. In aggregate, RVMD will share in 12% of the total fees. The Town will collect \$5,570,000 or 88% of all fees and \$3,587,000 or 100% of water fees.

**RIVER VALLEY METRO DISTRICT DEVELOPMENT PLAN**

Phase	Name and Land Use	Units	Unit Value	Gross Value	Assessed Rate	Assessed Value (1)	O & M Mill Levy (1)	Debt Service Mill Levy (1)	Total Mill Rate	Start	Finish
	<b>Homestead</b>								<b>60</b>		
1	Townhomes for Rent	8	\$275,000	\$2,200,000	7.15%	\$157,300	\$1,573	\$7,865	\$9,438	03/2021	09/2022
1	Townhomes for Rent	15	\$285,000	\$4,275,000	7.15%	\$305,663	\$3,057	\$15,283	\$18,340	03/2022	09/2023
	<b>Sub Total</b>	<b>23</b>		<b>\$6,475,000</b>		<b>\$462,963</b>	<b>\$4,630</b>	<b>\$23,148</b>	<b>\$27,778</b>		
	<b>RiverView</b>										
1	SF Homes for Sale	10	\$450,000	\$4,500,000	7.15%	\$321,750	\$3,218	\$16,088	\$19,305	03/2023	08/2024
1	Apartments for Rent	55	\$145,000	\$7,975,000	7.15%	\$570,213	\$5,702	\$28,511	\$34,213	01/2023	04/2024
1	SF Homes for Rent	30	\$185,000	\$5,550,000	7.10%	\$394,050	\$3,941	\$19,703	\$23,643	03/2024	06/2025
	<b>Sub Total</b>	<b>95</b>		<b>\$18,025,000</b>		<b>\$1,286,013</b>	<b>\$12,860</b>	<b>\$64,301</b>	<b>\$77,161</b>		
	<b>The Village</b>										
1	Multi Use Commercial I	12	\$288,000	\$3,456,000	29.0%	\$1,002,240	\$10,022	\$50,112	\$60,134	03/2021	09/2022
1	Mixed Use Commercial II	12	\$290,000	\$3,480,000	29.0%	\$1,009,200	\$10,092	\$50,460	\$60,552	06/2022	06/2035
1	Warehouse Facility	1	\$2,475,000	\$2,475,000	29.0%	\$717,750	\$7,178	\$35,888	\$43,065	06/2022	06/2023
1	Apartments for Rent	96	\$135,000	\$12,960,000	7.15%	\$926,640	\$9,266	\$46,332	\$55,598	07/2020	11/2021
	<b>Sub Total</b>	<b>121</b>		<b>\$22,371,000</b>		<b>\$3,655,830</b>	<b>\$36,558</b>	<b>\$182,792</b>	<b>\$219,350</b>		
	<b>Phase 1 Total</b>	<b>239</b>		<b>\$46,871,000</b>		<b>\$5,404,805</b>	<b>\$54,048</b>	<b>\$270,240</b>	<b>\$324,288</b>		
	<b>The Highlands</b>										
2	SF Homes for Sale (A)	10	\$500,000	\$5,000,000	7.15%	\$357,500	\$3,575	\$17,875	\$21,450	03/2022	06/2023
2	SF Homes for Sale (B)	10	\$500,000	\$5,000,000	7.15%	\$357,500	\$3,575	\$17,875	\$21,450	03/2023	06/2024
2	SF Homes for Sale (C)	12	\$500,000	\$6,000,000	7.15%	\$429,000	\$4,290	\$21,450	\$25,740	03/2024	06/2025
2	Apartments for Rent	60	\$160,000	\$9,600,000	7.15%	\$686,400	\$6,864	\$34,320	\$41,184	03/2024	06/2025
2	Townhomes for Rent (A)	8	\$300,000	\$2,400,000	7.15%	\$171,600	\$1,716	\$8,580	\$10,296	03/2024	06/2025
2	Townhomes for Rent (B)	23	\$315,000	\$7,245,000	7.15%	\$518,018	\$5,180	\$25,901	\$31,081	03/2025	06/2026
	<b>Sub Total</b>	<b>123</b>		<b>\$35,245,000</b>		<b>\$2,520,018</b>	<b>\$25,200</b>	<b>\$126,001</b>	<b>\$151,201</b>		
	<b>Phase 2 Total</b>	<b>123</b>		<b>\$35,245,000</b>		<b>\$2,520,018</b>	<b>\$25,200</b>	<b>\$126,001</b>	<b>\$151,201</b>		
	<b>Total Project</b>	<b>362</b>		<b>\$82,116,000</b>		<b>\$7,924,823</b>	<b>\$79,248</b>	<b>\$396,241</b>	<b>\$475,489</b>		

1. Estimates only, see Strifel model for actual values

**EXHIBIT 1  
Fees and Taxes by Project and Neighborhood Generated in RVMD**

		Dedication "In Lieu" Fees		Sub Total	Permit & Review Fees			Sub Total	Total
		Tap Fees	Water	Impact Fees	Use Tax	Other			
<b>Roundabout</b>		\$0	\$0	\$0	\$0	\$0	\$26,209	\$26,209	\$26,209
<b>Homestead (1)</b>									
Townhomes	23	\$0	\$274,190	\$274,190	\$32,085	\$51,586	\$47,165	\$130,836	\$405,026
<b>Sub Total</b>	<b>23</b>	<b>\$0</b>	<b>\$274,190</b>	<b>\$274,190</b>	<b>\$32,085</b>	<b>\$51,586</b>	<b>\$47,165</b>	<b>\$130,836</b>	<b>\$405,026</b>
<b>The Village</b>									
Vista 96	96	\$91,470	\$762,720	\$854,189	\$119,520	\$151,142	\$110,177	\$380,839	\$1,235,028
Multi Use Commercial	20	\$19,056	\$240,276	\$259,332	\$15,000	\$45,212	\$41,589	\$101,801	\$361,133
Warehouse Facility	1	\$953	\$15,090	\$16,043	\$5,000	\$4,733	\$6,093	\$15,826	\$31,869
<b>Sub Total</b>	<b>117</b>	<b>\$111,479</b>	<b>\$1,018,086</b>	<b>\$1,129,565</b>	<b>\$139,520</b>	<b>\$201,087</b>	<b>\$157,859</b>	<b>\$498,465</b>	<b>\$1,628,030</b>
<b>RiverView (1)</b>									
Single Family	10	\$0	\$124,187	\$124,187	\$13,950	\$32,354	\$36,619	\$82,922	\$207,109
Apartments	55	\$0	\$544,532	\$544,532	\$68,475	\$87,648	\$64,494	\$220,616	\$765,149
SF Homes for Rent	30	\$0	\$357,626	\$357,626	\$41,850	\$83,527	\$87,885	\$213,262	\$570,888
<b>Sub Total</b>	<b>95</b>	<b>\$0</b>	<b>\$1,026,346</b>	<b>\$1,026,346</b>	<b>\$124,275</b>	<b>\$203,528</b>	<b>\$188,997</b>	<b>\$516,801</b>	<b>\$1,543,146</b>
<b>The Highlands</b>									
Single Family	32	\$76,225	\$426,001	\$502,226	\$44,640	\$112,194	\$131,242	\$288,075	\$790,302
Apartments	60	\$142,922	\$637,267	\$780,188	\$74,700	\$101,635	\$78,174	\$254,509	\$1,034,698
Townhomes	31	\$73,843	\$379,330	\$453,173	\$43,245	\$91,905	\$99,896	\$235,046	\$688,219
<b>Sub Total</b>	<b>123</b>	<b>\$292,990</b>	<b>\$1,442,598</b>	<b>\$1,735,588</b>	<b>\$162,585</b>	<b>\$305,734</b>	<b>\$309,312</b>	<b>\$777,631</b>	<b>\$2,513,219</b>
<b>Total</b>	<b>358</b>	<b>\$404,468</b>	<b>\$3,761,220</b>	<b>\$4,165,688</b>	<b>\$458,465</b>	<b>\$761,935</b>	<b>\$729,541</b>	<b>\$1,949,942</b>	<b>\$6,115,630</b>
(1) "In Lieu" Fees previously paid									

**EXHIBIT 2**

**RVMD Proposal for Sharing of Fees and Use Tax Generated by RVMD Projects**

	2020	2021	2022	2023	2024	2025	Total	%
Water & Wastewater Fees	\$747,005	\$210,095	\$420,191	\$768,015	\$1,174,199	\$268,455	\$3,587,961	59%
Other Impact & Permit Fees	\$377,846	\$74,163	\$205,783	\$310,181	\$663,430	\$166,726	\$1,798,128	29%
Use Tax	\$136,386	\$37,200	\$98,660	\$142,125	\$241,054	\$74,116	\$729,541	12%
<b>Total Revenue</b>	<b>\$1,261,237</b>	<b>\$321,458</b>	<b>\$724,633</b>	<b>\$1,220,321</b>	<b>\$2,078,684</b>	<b>\$509,297</b>	<b>\$6,115,630</b>	<b>100%</b>
<b>RVMD Total Cap on Fee Share \$750,000</b>								
Water & Wastewater <b>0%</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
I&P <b>50%</b>	\$188,923	\$37,081	\$155,090	\$49,330	\$331,715	\$0	\$762,140	
S&U <b>50%</b>	\$68,193	\$18,600	\$49,330	\$71,063	\$120,527	\$0	\$327,713	
<b>RVMD Share</b>	<b>\$257,116</b>	<b>\$55,681</b>	<b>\$204,421</b>	<b>\$120,393</b>	<b>\$112,390</b>	<b>\$0</b>	<b>\$750,000</b>	<b>12%</b>
<b>RVMD Cumulative</b>	<b>\$257,116</b>	<b>\$312,797</b>	<b>\$517,218</b>	<b>\$637,610</b>	<b>\$750,000</b>	<b>\$750,000</b>		
<b>Silt Share</b>	<b>\$1,004,121</b>	<b>\$265,776</b>	<b>\$520,213</b>	<b>\$1,099,928</b>	<b>\$1,966,294</b>	<b>\$509,297</b>	<b>\$5,365,630</b>	<b>88%</b>
<b>Silt %</b>	<b>80%</b>	<b>83%</b>	<b>72%</b>	<b>90%</b>	<b>95%</b>	<b>100%</b>		
<b>RVMD %</b>	<b>20%</b>	<b>17%</b>	<b>28%</b>	<b>10%</b>	<b>5%</b>	<b>0%</b>		

## 2020 Property Tax Example

### Typical Painted Pasture Home

Purchase Price		\$375,000
Assessor Value	80%	\$300,000
Assessed Value	7.15%	\$21,450

### Garfield County Property Tax as of 12/30/2019

		<u>Taxes</u>
Garfield County	11.6910	\$250.77
Garfield County - Airport	0.0000	\$0.00
Garfield County - R&B Fund	0.0400	\$0.86
Garfield County - Silt R&B Fund	0.0400	\$0.86
Garfield County - Social Service Fund	0.0000	\$0.00
Garfield County - Capital Expenditures	1.4030	\$30.09
Garfield County - Retirement Fund	0.4810	\$10.32
Town of Silt - General Fund	8.9730	\$192.47
Colorado River Fire Protection	6.1020	\$130.89
Colorado River Water Cons	0.2350	\$5.04
Silt Water Cons	0.8290	\$17.78
Grand River Hospital	4.8390	\$103.80
School Dist RE-2 General Fund	4.8210	\$103.41
School Dist RE-2 Bond	11.1380	\$238.91
Colorado Mtn College	4.0130	\$86.08
Grand River Hospital - Bond	4.3960	\$94.29
Garfield County Public Library District	2.5050	\$53.73
Town of Silt - Bond	0.0000	\$0.00
Garfield County - Oil & Gas	0.0000	\$0.00
School Dist RE-2 - Mill Levy Override	11.4250	\$245.07
<b>Sub Total</b>	<b>72.9310</b>	<b>\$1,564.37</b>
River Valley Metropolitan District	60.0000	\$1,287.00
<b>Total</b>	<b>132.9310</b>	<b>\$2,851.37</b>

## MEMORANDUM

To: Board of Trustees  
From: Jeff Layman, Town Administrator  
Date: June 3, 2020  
Re: River Valley Metro District Fee Sharing Proposal: Roundabout Cost Recovery

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### **BACKGROUND:**

Proponents of the proposed River Valley Metro District have presented a proposal to the Town of Silt to enter into an Intergovernmental Agreement to proportionally share the costs of designing, constructing and financing the roundabout.

Raley Ranch Projects will design and construct a CDOT approved roundabout at the entrance to the Painted Pastures development at Overo Boulevard and State Highway 6. RVMD will ultimately finance the improvements.

In consideration for the benefits received by the Town, the developer is requesting an intergovernmental agreement (Cost Recovery IGA) between the Town and the Metro District to proportionally share the costs of designing, constructing and financing the roundabout initially incurred by the Metro District.

Terms of the proposed Cost Recovery IGA are outlined in the attached information provided by the developer. The Town's maximum payment proposed is 50% in Town Permit Fee revenue, up to a total of \$750,000 to the Metro District upon collection by the Town on development within the Metro District boundaries. The revenue remitted to the Metro District from the Permit Fees would be pledged to either costs of additional public infrastructure to be installed by the Metro District or repayment of Metro District debt incurred for the installation of the roundabout.

### **ANALYSIS:**

The purpose of this memo is to evaluate the future needs of the Town in the context of the growth suggested over the length of time covered in this proposal. It should be noted that it is generally accepted that residential growth does not "pay its own way".

The RVMD "Development Plan" projects apartments to begin construction in 2020, with full build-out of all units in 2026, a period of six years. The first full year of housing to be occupied will be 2021 and the first full year of final phase housing is anticipated to be 2027.

It appears that the developer expects population growth of between 700 and 900 people based on construction of between 358 and slightly over 400 units. Using 800 results in a 26% increase in the Town's current population over a six-year period.

The developer is requesting to share in 50% of the permit, impact, review fees and use tax up to a maximum of \$750,000. Fees would be paid by developers when building permits are drawn and the Town would make quarterly payments to RVMD. RVMD would use the funds for infrastructure costs and debt service. The developer anticipates that fee sharing to RVMD will extend for 4 years.

The below table illustrates that 800 additional Silt residents will have an approximate \$741,000 impact on Town services at full buildout in 2027—and in the intervening years will have a cumulative \$1,518,000 and a total of \$2.2 M General Fund impact.

By 2027, residents living in the development may contribute over \$111,000 in sales tax revenue. In the intervening years, residents may have contributed as much as \$222,000 sales tax revenue for a total of \$333,000. This assumes that 50% of sales taxes are paid by residents. Additionally, these new homes may contribute more \$147,000 in additional property taxes.

Park Impact fees (fees used to “defray the costs of improving parkland within the Town as a result of such new construction”) to be paid by developers would total around \$301,615, while Construction Impact fees (fees used to address the costs of impacts to existing town facilities caused by annexations) would be about \$156,850.

We believe the total fee revenue between 2020 and 2027, if the development achieves buildout by then, will be about \$1,451,800. Use taxes paid on construction materials may amount to \$703,332 for a total of \$2,155,133. If sales and property taxes are included, the additional revenue over the period might reach as much as \$2,526,826.

This may result in net revenue of about \$267,826.

Operations Expenses/Impacts thru 2026						
	Adm/Ops (2020 budget)	Adm/Ops (2025 Projected)	Intervening Incremental Impact 22-25	Impact of RVMD Development at build out 2026	Incremental Contribution/Impact of RVMD	
General Fund	3,195,378	3,704,000	1,518,000	741,000	(2,259,000)	(2,259,000)
Sales Tax (50%)	429,500	498,220	100,000	124,694	224,694	224,694
Property Tax	322,284	373,600	75,000	72,000	147,000	147,000
Impact Fees*						458,465
RVMD Fees Paid thru 26**						993,335
Use Tax						703,332
<b>Total Fees and Taxes</b>						<b>2,526,826</b>
<b>Net</b>						<b>267,826</b>
*Park, Construction Impact fees						
**Bldg, Plan fees, Use Tax						

**ADDITIONAL:**

The Developer has asked that the Town pay for a share of the legal and financial review costs associated with the development of the Town’s Model Service Plan and Special District Ordinance. This is the work that was completed by Bob Cole and Jim Mann. Staff believes that the Town received considerable

value by this work as it will be helpful for future development applications. Staff believes that it is appropriate to reimburse the developer for a portion of these costs through the fee sharing arrangement. We are awaiting a formal request from the developer.

**CONCLUSION:**

The Town approved the River Valley Metro District's Service Plan which was justified as a way to provide the public benefit of the roundabout. It has been acknowledged by the developer that the roundabout is required to accommodate the additional residents the development will generate. The future taxpayers of the District will pay for the full cost of the roundabout.

It seems reasonable that the Town of Silt should pay for the additional costs of serving its new residents out of the fees and taxes collected. In that the developer is not proposing much in the way of additional recreational facilities for the residents of this development, both the Park Impact and Construction Impact fees should be withheld and used for those purposes.

In order to encourage the developer to pursue sales tax generating businesses for the commercial development, it might be worth considering that some percentage of the cost recovery could come directly from sales tax generated by those businesses.

There are multiple scenarios to consider:

- Pay 50% of building and planning fees with maximum of \$750,000 over four years or some variant of time and reimbursement.
- Park and Construction Impact Fees should be withheld from the reimbursement.
- Emphasize rebates of retail sales tax generated in new commercial.

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**TOWN OF SILT  
ORDINANCE NO. 11  
SERIES OF 2020**

**AN ORDINANCE EXTENDING 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 XVIII, SECTION 14 AND ARTICLE XVIII, 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**, the Town Board is concerned that there would be a proliferation of marijuana dispensaries in the Town, under the current land use code regulating and governing the licensing of these businesses; and

**WHEREAS**, the Town Board of Trustees passed Ordinance No. 1, Series of 2020 that enacted a moratorium for a period of one hundred and eighty (180) day 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

**WHEREAS**, the Town continues to examine and study the current regulations, zoning criteria, and zone districts, to determine whether such regulations should be amended further; and

**WHEREAS**, an extension of the moratorium for an additional one hundred and eighty (180) day period 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 New Permits and Licenses Related to Businesses That Sell Medical Marijuana and Retail Marijuana.** Upon the adoption of this Ordinance, the moratorium adopted by Ordinance No. 1 of Series 2020 is extended and applies to the submission, acceptance, processing, and approval of all applications for permits and licenses by the Town of Silt, related to a new Medical Marijuana Dispensary or a new Retail Marijuana Dispensary. The Town staff is directed to refuse to accept for filing, and not to process or review, any such applications for new 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 the authority granted to local governments to regulate the sale of medical marijuana and retail marijuana pursuant to Article XVIII, Sections 14 and 16 of the Colorado Constitution.

**Section 6. Effective Date; Expiration.** Pursuant to Section 1-6, 1-7, and 1-8 of the Charter, the Board finds, determines and declares that passage of this Ordinance is necessary for the 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 new Medical Marijuana Dispensary or a new 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 regulations, if any, should be imposed by the Town upon such businesses. Failure to impose the moratorium provided for in this Ordinance will potentially allow acquisition of certain rights with respect to new Medical Marijuana Dispensaries and new 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 a regular 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 APPROVED ON FIRST READING** this 26<sup>th</sup> day of May, 2020.

**PASSED, APPROVED ON SECOND READING, following a continued public hearing, ADOPTED AND ORDERED PUBLISHED,** this 8th day of June 2020.

TOWN OF SILT, COLORADO

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Mayor Keith B. Richel

ATTEST:

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Town Clerk Sheila M. McIntyre, CMC

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
June 8, 2020  
Council Action Form**

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**SUBJECT:** Notice of Breach of Annexation and Development Agreement – Ferguson Crossing LLC

**PROCEDURE:** Board shall determine if Ferguson Crossing LLC is in breach of Section 10 of the Ferguson Crossing Annexation and Development Agreement, recorded on May 11, 2000 as Reception Number 563329.

**RECOMMENDATION:** (Staff) recommends Board direct the Town Attorney to send a Notice of Breach of Annexation and Development Agreement to Ferguson Crossing LLC regarding the entity's failure to dedicate .625 shares in the Grand River Ditch.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** On March 27, 2000, the Board approved the Ferguson Crossing Annexation and Development Agreement, setting forth development obligations for that developer (& its heirs, successors, and assigns). Section 10 of the Agreement stipulated that the developer dedicate to the Town 4 shares in the Grand River Ditch. In 2014, the Board approved the Camp Colorado RV Park and its dedication of 3.375 shares in the Grand River Ditch for all but the 5+ acre parcel that Ted Clark (Ferguson Crossing LLC) retained and which would be later sold to Golden Gate Petroleum. As such, Ferguson Crossing LLC has an obligation to dedicate the remaining .625 shares of the Grand River Ditch immediately, as Golden Gate Petroleum is installing landscaping soon.

<b>FUNDING SOURCE:</b>	Ferguson Crossing LLC
<b>ORDINANCE FIRST READING DATE:</b>	N/A
<b>ORDINANCE SECOND READING DATE:</b>	N/A
<b>RESOLUTION READING DATE:</b>	N/A
<b>ORIGINATED BY:</b>	Town
<b>PRESENTED BY:</b>	Town Attorney Michael Sawyer
<b>DOCUMENTS ATTACHED:</b>	1) Town Attorney Notice of Breach; & 2) Ferguson Crossing ADA (2000).

**TOWN ATTORNEY REVIEW**  YES  NO      **INITIALS** \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**

  
\_\_\_\_\_  
Janet Aluise, Community Development Director

  
\_\_\_\_\_  
Jeff Layman, Town Administrator

*Glenwood Springs – Main Office*  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

*Aspen*  
323 W. Main Street  
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*[\\*Direct Mail to Glenwood Springs](#)*

March 15, 2020

Ferguson Crossing, LLC  
Attn: Ted Clark  
P.O. Box 930  
Palisade, CO 81526

**RE: Breach of Annexation and Development Agreement for Ferguson Crossing**

Dear Ted Clark:

This letter is sent pursuant to the Annexation and Development Agreement for Ferguson Crossing, a/k/a C.R. Commercial Properties, Inc. Annexation (the “Agreement”). Prior attempts by the Town of Silt to resolve this matter were met with no response. You are hereby notified that you are in breach of the Agreement for failing to comply with the underlying water dedication requirements as described below.

It is our understanding that Ferguson Crossing, LLC is a successor-in-interest to C.R. Commercial Properties, Inc. under the Agreement. As successor-in-interest, Ferguson Crossing, LLC is subject to the terms of the Agreement, including all rights and obligations thereto. Under the Agreement, the recordation of a final plat for any phase of development triggers certain water rights dedication obligations. Specifically, you are obligated to convey four (4) shares of the capital stock of the Grand River Ditch Company to the Town of Silt (the “Town”). This provision guarantees a secure, legal water supply for that referenced phase of development.

When you divided the Property subject to the Agreement, you conveyed Parcel No. 217910200008 to Camp Colorado River LLC and Parcel No. 217910200001 to Golden Gate Petroleum of Nevada LLC. As a result, 3.375 shares were designated for Camp Colorado River LLC and 0.625 shares were designated for Golden Gate Petroleum of Nevada LLC to fulfill the obligations of their respective parcels. In compliance with the Agreement, Camp Colorado River LLC conveyed its 3.375 shares to the Town once a final plat was recorded. No shares were conveyed to Golden Gate Petroleum of Nevada LLC. The outstanding 0.625 shares remain in your name and have yet to be conveyed to the Town. A final plat of Parcel No. 217910200001 was recorded on August 20, 2013 in the public records of Garfield County as Reception No. 839516. As a result, you are in breach of the Agreement until you convey 0.625 shares of capital stock of the Grand River Ditch Company to the Town.

You must communicate with the Town immediately regarding this matter. If no timely conveyance of the shares is made, the Town is prepared to exercise the full extent of its rights under the Agreement and initiate an action against you in court for breach of the Agreement.

Page 2

Furthermore, the Town has the right of specific performance to seek an order of the court ordering you to convey the shares. You should be aware that per the terms of the Agreement, the prevailing party will be entitled to attorneys' fees and costs should the Agreement become the subject of litigation between you and the Town.

Again, this is an urgent matter that requires you communicate with the Town immediately regarding this matter.

Very truly yours,

KARP NEU HANLON, P.C.



Michael J. Sawyer

MJS: dts

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# ANNEXATION AND DEVELOPMENT AGREEMENT

## FOR FERGUSON CROSSING, A/K/A C.R. COMMERCIAL PROPERTIES, INC. ANNEXATION

THIS ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 27th day of March, 2000, by and between the TOWN OF SILT, COLORADO, a Colorado municipal corporation (hereinafter the "Town"), and C. R. COMMERCIAL PROPERTIES, INC., its successors, assigns and its legal or other representatives (hereinafter collectively "Owner");

### WITNESSETH:

WHEREAS, Owner owns certain real property currently located in unincorporated Garfield County, Colorado, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Property"), which Property has been described as the Keithley Subdivision Exemption in Garfield County and which Property shall be known upon annexation to the Town as "FERGUSON CROSSING"; and

WHEREAS, on or about June 10, 1998, Owner filed with the Clerk of the Town a petition and request for annexation of the Property into the Town; and

WHEREAS, on or about September 27, 1999, Owner submitted an application to the Town for approval of planned unit development (P.U.D.) zoning for the Property; and

WHEREAS, on December 13, 1999 the Town Board of Trustees ("Board") passed Ordinance No. 19, Series of 1999, approving the Property's annexation upon the condition of the terms in this Agreement; and

WHEREAS, the Board's motion to pass the Ordinance was conditioned upon certain language being crafted for this Agreement; and

WHEREAS, thereafter Owner requested additional changes to the terms of this Agreement, and the Board approved this Agreement at its regularly scheduled meeting on March 27, 2000; and

WHEREAS, the Town and Owner desire to enter into this Agreement to set forth their agreements in writing concerning the terms and conditions of annexation of the Property to, and development of the Property in, the Town; and

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WHEREAS, Owner intends to submit its development proposal to the Town for subdivision review and approval and to construct the development in phases, it being understood that nothing herein shall confer upon Owner any other or further rights not expressly contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Owner agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the annexation of the Property to and development of the Property in the Town. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements concerning annexation and development contained in the Municipal Code of the Town of Silt (hereinafter "Town Code"), the Town of Silt Subdivision Regulations, the Municipal Annexation Act of 1965, as amended at C.R.S. §31-12-101 et seq., and other applicable laws.

2. Impact Fees, Land Impacts and School Dedication.

a. Impact Fees and Land Impacts. The Property shall be subject to Section 16.04.873 of the Town Code, concerning the exaction of a construction impact fee. Any future impact fees, surcharges, special permit fees, special taxes or assessments, development fees or tap fees, and other items not addressed by this Agreement shall be exacted uniformly and non-discriminately on the Property as exacted throughout the Town. Notwithstanding the foregoing, nothing herein affects or shall affect the Town's ability to exact impact fees for different facilities from certain residents or as to certain geographical areas. Owner specifically agrees that the Owner and the Property are subject to all Town ordinances of general applicability for off site impacts, including but not limited to traffic impacts, for all phases of this development, and for design and site review procedures.

In particular, Owner agrees to participate financially in a traffic study for the Property and other nearby properties along the I-70 Corridor, including, but not limited to, all of the development commonly known as "Stillwater Ranch," all of which properties shall pay their equitable share of the costs of such study, based upon estimated vehicle trips per day per property, or other similar equitable formula to be developed by the Town at a later date, with the assistance of a traffic engineer or other consultants.

b. School Dedication - Fees In Lieu. If the Property is subject to school dedication requirements under the Town Code, the Owner shall make a monetary contribution to the Town in lieu of dedicating land for a school site or contributing to the cost of land for the purposes of educational facilities. The amount of such



fee in lieu or land dedication shall be determined by the Town and contributed by Owner before the Town permits or allows any residential use on the Property.

3. Conditions Precedent.

a. Annexation of the Property to the Town shall not be effective until the following conditions have been satisfied in full:

i. Owner and the Town have mutually executed and delivered this Agreement; and

ii. Final approval has occurred.

(1) For the purposes of this Agreement, final approval occurs on the thirtieth (30th) day following the effective date of the latest of the ordinance or resolution by which the Town's Board of Trustees (hereinafter "Board") authorizes the Mayor to execute, and he executes, this Agreement.

2) Final approval shall be deemed not to have occurred if on or before such thirtieth (30th) day either:

(a) Owner withdraws the annexation petition and the offer to enter into this Agreement pursuant to Paragraph 5 below;

(b) Any legal proceeding challenging any of such approvals is commenced;

(c) Any petition for a referendum seeking to reverse or nullify any of such approvals is duly filed; or

(d) An election is called for by the Board to request ratification by the electorate of the Town of the approval by the Board of this Agreement, or the annexation of the Property into the Town, unless within fifteen (15) months after the effective date of such legal proceedings, referendums or elections are concluded or resolved affirming such approvals.

b. If any legal proceedings, referendums or elections are commenced pursuant to Subparagraph (2)(b) above, but are not favorably concluded within



fifteen (15) months thereafter, this Agreement may be terminated by either party upon notice to the other.

c. If none of the actions addressed in items (a) or (b) is taken or commenced within such thirty (30) days, and if an election is called pursuant to item (b) and ratification thereafter made by the voters of the Town, then Final Approval shall occur upon conclusion of the election.

4. Cooperation in Defending Legal Challenges. If any legal or equitable action or other proceeding is commenced by a third party: (a) within two (2) years after the Final Approval, challenging the validity of the annexation of the Property into the Town or the Town's execution and delivery of this Agreement, Owner and the Town shall cooperate in defending such action or proceeding and Owner shall bear the Town's reasonable expenses and Owner's expenses incurred in connection with such defense; or (b) subsequent to such two-year period, challenging the validity of any provision of this Agreement (other than as set forth in clause (a) above), Owner and the Town agree to cooperate in defending such action or proceeding, and in connection with any such action or proceeding, the Town shall bear its own expenses and Owner shall bear Owner's expenses. Unless the Town and Owner otherwise agree, each party shall select its own legal counsel to represent it in connection with any such action or proceeding.

5. Owner's Offer to Enter Into this Agreement. Until all of the conditions set forth in Paragraph 3 have been satisfied, this document shall constitute an offer by Owner to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this Agreement), and the annexation of the Property to the Town shall not be effective. Consequently, at any time before such conditions are satisfied, Owner may withdraw the annexation petition and the offer to enter into this Agreement. If Owner withdraws the annexation petition and the offer to enter into this Agreement, or if final approval does not occur, then this Agreement shall be deemed void and of no force and effect, and Owner's petitions for annexation and all accompanying requests or materials submitted simultaneously therewith or thereafter shall be deemed withdrawn.

6. Deannexation. The provisions of this Agreement, as well as acceptable Town zoning of the Property, are material considerations of Owner's agreement to annex the Property to the Town. Therefore, in the event (a) the Town fails to perform under the terms of this Agreement, or (b) Owner is unable to obtain, either before or after annexation proceedings are complete, P.U.D. zoning approval which Owner, in its sole discretion, finds acceptable, Owner and the Town stipulate and agree, pursuant to C.R.S. §31-12-501, that it shall be in the best interest of the Town that the Property be deannexed from the Town. In such event, the Town agrees to enact an ordinance effecting, and to take all other steps necessary to effect, the deannexation. The Town further acknowledges and agrees that deannexation is not prohibited by the Town Code and ordinances, and that the Town will not amend its ordinances to preclude a deannexation permitted hereunder. The parties' right to deannex shall be in addition to those



rights set forth in Paragraph 3 above. If the Property is deannexed, all land dedicated or otherwise conveyed to the Town prior to deannexation shall remain within the Town limits and shall remain Town property, unless the Town shall reconvey such property to Owner by written instrument.

7. Owner Representations. All written representations of Owner set forth in its annexation petition, annexation plat, P.U.D. zone district application, and related documents shall, if accepted by the Town, be considered incorporated into this Agreement as if set forth in full herein. Notwithstanding their incorporation by reference, the Town makes no representation about the accuracy of such documents.

8. Phasing/Plats/Subdivision Improvements Agreements. The Town and Owner agree to the following terms and conditions regarding phasing, vested rights, and subdivision improvements and development agreements (hereinafter "SIAs") and plat recordation:

a. Phasing. Unless otherwise mutually agreed upon by the parties, Owner shall develop the property in separate phases. The Owner and the Town shall negotiate the phasing plan and phasing schedule for the Property after the parties execute this Agreement. Development of the Property shall be subject to the parties' agreement on such plan and schedule, which shall be embodied in a document or documents and incorporated herein by reference. During the subdivision process for each phase, Owner shall submit to the Town a final plat, which plat shall correspond to and indicate the proposed development of that phase of the Property (the "final plat"). The parties agree that the final plat shall be recorded promptly following approval.

b. Interim Infrastructure. Regardless of Owner's phasing plan and schedule, Owner agrees to provide infrastructure for roads, water and sewer facilities, electrical and natural gas service, and other facilities and services as mutually agreed upon by Owner and the Town engineer to serve the Property adequately during the interim period(s) between development of phases. Such infrastructure shall be provided at Owner's expense, and shall be reviewed and subject to approval by the Town. Owner will loop water or sewer lines or provide other stand alone features of such infrastructure, all as approved by the Town engineer, to accomplish this goal.

c. SIAs and Plat Recordation. The Town and Owner shall, in conjunction with Board approval of the subdivision final plat, negotiate acceptable terms of a separate SIA for each phase of development. The Town Board of Trustees shall authorize the Mayor to execute the SIA for any phase following final plat approval for the subject phase under the following conditions:

- i. No SIA for any phase shall be recorded until all necessary documents in support of that phase, including a financial guarantee acceptable to the Town, updated cost estimates for public improvements, and an updated title commitment, all pursuant to the Town Code (the "Financial Items") have been provided to the Town and approved by Town staff. Upon the Town's receipt of the Financial Items, no public hearing shall be necessary if all Town review agencies approve the Financial Items without imposing conditions thereon and without recommending or requesting a public hearing. Nevertheless, the SIA for each phase shall be subject to Board review and approval at a regular Board meeting. Promptly following final approval and execution, the Town shall record the SIA for the phase which will thereafter proceed to be developed.
  
- i. The parties agree that, subject to future written agreements between the Owner and the Town, any filing or other numbers which appear on the final plat for the various phases are for reference and identification purpose only and have no bearing on the sequence in which the Property may be developed.
  
- ii. Owner may only sell lots within, or portions of, the Property located in a phase:
  - (1) which includes within its plans and design the lot(s) or portions to be sold;
  - (2) for which an SIA designating said lots or portions has been executed and recorded; and
  - (3) for which acceptable financial guarantees have been posted to secure construction of improvements.
  
- d. Compliance with Phasing Schedule. Notwithstanding any provision herein to the contrary, Owner's compliance with any phasing schedule approved in writing by the Town shall be a condition of subdivision approval. If, for any reason, Owner fails to meet the time deadlines set forth in such phasing schedule, Owner may attend a regular meeting of the Board to negotiate mutually agreeable terms for a revised phasing schedule. Notwithstanding the foregoing, nothing herein shall constitute a guarantee, covenant or agreement that the Town shall approve such revised schedule. If Owner and the Town are unable to agree on a revised schedule, the vested rights granted under Paragraph 9 herein shall terminate as to all incomplete work within the phase in progress and all other phases.



9. Vested Rights. In order to allow Owner a reasonable opportunity to develop the Property in accordance with the Final Approval, the development rights and uses approved thereby shall, to the extent allowed by law, constitute a "site specific development plan" under C.R.S. §24-68-101 et seq. (hereinafter the "Site Specific Development Plan"). Subject to Owner's completion of phases of development pursuant to any phasing schedules agreed upon by the parties, site specific development plans for the respective phases (the "Respective Phase Plans") shall be vested in Owner under the following conditions:

a. Subject to the terms herein, the period during which vested rights shall attach to the Site Specific Development Plan shall hereinafter be called the "Entire Vested Period" and shall not exceed a total of ten (10) years, beginning on the date the first final plat for any phase is recorded for the Property; provided, however, that if no final plat for the Property or any phase of development is recorded within three (3) years of the date of this Agreement, the vested property rights of the Site Specific Development Plan shall expire and the Entire Vested Period shall terminate. The Entire Vested Period may be extended upon the party's mutual agreement, following a public hearing before the Board of Trustees, duly noticed in the manner of a zone district amendment.

b. The site specific development plan as to the first phase developed shall be vested for a period of five (5) years, beginning on the date the final plat is recorded. The parties hereto shall negotiate the periods during which vested rights shall attach to the subsequent Respective Phase Plans in conjunction with Board approval of SIAs for such phases (hereinafter the "Phase Vested Rights Period"). The Property as to which rights have been vested shall be immune from changes in the Town's land use regulations for the duration of any of the Entire Vested Period, subject to Paragraph e. below.

c. After the Entire Vested Period expires, this Agreement shall be deemed terminated and of no further force or effect as to such phase; provided, however, that such termination shall not affect (a) annexation of the Property to the Town; (b) any common law vested rights obtained prior to such termination; (c) any right arising from Town permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequently to the approval of this Agreement; (d) any continuing obligations of Owner regarding providing services or facilities to such phase, performing covenants implied within this Agreement, or other Owner responsibilities under this Agreement, which shall survive termination; or (e) any rights of the Town relating in any way to Owner's performance or nonperformance hereunder.

d. Notwithstanding the foregoing, if Owner does not complete the items listed

and intended for each phase within the time period allotted for construction of such phase, pursuant to a phasing schedule agreed upon by the parties, the Phase Vested Rights Period as to all uncompleted work on the Property in connection with that phase shall expire, and vested rights as to such uncompleted work shall be extinguished. "Completion" for the purpose of this paragraph shall mean that all work for such phase shall have been performed, submitted to the Town for approval, and finally approved pursuant to applicable Town subdivision and platting requirements, and that Owner properly posted financial guarantees acceptable to the Town to assure completion of that phase's improvements within the time period upon which the parties agree.

e. The Town shall not initiate any zoning or land use action which would alter, impair, prevent, diminish, impose a moratorium or development, or otherwise unreasonably delay any of Owner's rights set forth in this Agreement or Owner's plans for development or zoning, as approved by the Town.

f. Notwithstanding the foregoing, the establishment of vested property rights under this Agreement shall not prevent the Town from enacting and enforcing regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes, including the preliminary plat and final plat subdivision requirements under the Town Code and other Town rules and regulations), except where the approved plans for development of the Property or state or federal regulations provide otherwise, as all of such regulations exist on the date of this Agreement or may be enacted or amended after the date of this Agreement.

10. Water Rights Dedication. At or before the time the final plat for any phase is recorded, Owner shall convey to the Town water rights by special warranty deed, or by other documents acceptable to the Town, free and clear of all liens and encumbrances, to provide a secure, legal water supply for that phase. By such a conveyance, and except as noted herein, Owner shall fully satisfy any and all water rights dedication requirements of the Town for the development of the Property, as set forth in the Code, and as approved by the Board. The specific water rights and conditions deemed acceptable to the Town are as follows:

a. Four (4) shares of the capital stock of the Grand River Ditch Company represent the water rights historically used for irrigation on the property.

b. As set forth more fully in Paragraph 12(c), Owner intends to construct a raw water irrigation system for use on the Property following development of the Property. It is anticipated that the landscaped area of the Property will remain irrigated through the raw water irrigation system by the Owner's Grand River Ditch Company water right.

c. As part of the subdivision process, Owner shall prepare and deliver to the Town for its review and approval a plan for a pressurized raw water irrigation system for lawn and landscaping irrigation of the Property. The raw water irrigation system shall be constructed and installed at Owner's expense, which shall be to Town specifications and subject to Town review and approval and shall be subject to any applicable warranties. The plan shall provide for raw water irrigation to the maximum extent feasible to minimize the impact of irrigation season requirements upon the Town's potable water system. Town and Owner shall agree in a separate written document on a mutually acceptable plan for the dedication of the Property's irrigation system and its interconnection with the Town's irrigation system, or other appropriate local irrigation systems, at or before preliminary plan approval on the first phase.

d. Owner shall dedicate and convey to the Town sufficient shares of Owner's interest in the Grand River Ditch Company water right at the time this Agreement is executed, to satisfy the requirements for dedication of irrigation water for lawn and landscaping irrigation of the Property under Section 16.08.060.B. of the Town Code. The Owner's dedication of, and the Town's acceptance of, these irrigation water rights shall satisfy the requirements for dedication of irrigation water under Section 16.08.060.B. of the Town Code.

e. The parties agree that the Town's annual delivery requirement associated with development of the Property is estimated to be approximately 27.92 acre-feet per year (.4 acre-feet per Equivalent Residential Unit ["EQR"] X 69.8 EQRs). Owner shall pay fees in lieu of domestic water rights dedication requirements as allowed under Section 16.08.060.B. of the Town Code. Owner shall pay the appropriate fees in lieu of domestic water rights dedication for each phase of the development before any final plat applicable to the development of such phase may be recorded. The amount of such appropriate fees in lieu of domestic water rights dedication for each phase are subject to change and will be calculated by the Town prior to execution of such final plat for the development of such phase(s). Nothing herein is intended to constitute, or constitutes, a waiver by the Town of Town Code requirements for water rights dedications.

f. At the time water rights are conveyed, the water and sewer demand calculations shall be revised, if necessary, to reflect actual demands of any particular development phase.

g. Until the above water rights are conveyed to the Town, Owner shall not encumber, sell or use such water rights for any purpose other than purposes related to development or irrigation of the Property.



h. Before the above water rights are conveyed to the Town, Owner will examine, or cause to be examined, the title to said water rights and will furnish the Town a title opinion as evidence of good and marketable title to said water rights. The Town will not unreasonably withhold acceptance of the title opinion as evidence of good title.

i. If the Town is made an involuntary party to any water rights proceedings prior to conveyance of water rights, Owner shall pay the Town's reasonable expenses in connection therewith including, but not limited to, attorney and expert fees.

j. Before the Town accepts any potable or irrigation water system for operation and maintenance, Owner shall convey adequate water rights to the Town to operate the applicable system. After the Town accepts any water system for operation and maintenance, but before water rights are conveyed to the Town, Owner shall defend, indemnify and hold harmless the Town from and against all claims and demands in any manner arising out of or related to inadequacy of water supply.

k. If any portion of the Property is deannexed pursuant to Paragraph 6 above, and Owner has conveyed the above-described water rights, the Town shall reconvey any of the same water rights to Owner which are not already committed to serve water or sewer facilities for the Property.

11. Public Improvements. The following are some of the Property's public improvements, which shall be included and subject to performance guarantee requirements referenced in the respective SIAs. Additionally, at the time the final plat is recorded, Owner shall dedicate, convey and assign to the Town all public improvements within the subject phase, and the Town will assume the obligation to operate, maintain, repair and replace said public improvements in perpetuity. Finally, Owner shall dedicate or convey such public improvements by special warranty deed, free and clear of any liens or encumbrances, which would prevent the Town from using, said public improvements for their intended purposes.

a. Internal Roads. All roads within the Property shall be constructed at Owner's sole expense to Town standards, or as otherwise specified on the subdivision sketch plan as approved or as otherwise approved by the Town during the subdivision process.

b. Trails. As part of the subdivision process, Owner shall propose a trail system for the Property which is subject to Town review and approval, and shall include within such design and construction off-site trail connectors. Conceptual

trail planning should be included in all sketch plan submittals and refined in detail and design at the time of preliminary plan. In the event that the Property is developed without subdivision, a non-motorized trail plan showing both on-site and off-site design shall be submitted for review and approval by the Town prior to issuance of building permits. In either event, off-site trail connectors shall be designed to the north of the Property, up to the I-70 Interchange; to the west boundary of the Property; and to the east, along the south frontage road to County Road 331, up to the trail system connection for Stillwater Ranch P.U.D.

c. Sewer/Wastewater Service. Owner shall extend service line(s) from the existing Town sewer main to service any improvements to the Property, as such improvements are constructed and occupied. The line(s) shall be built to then-existing Town standards and specifications. Owner acknowledges that the Property is subject to the cost recovery provisions set forth in Paragraph 13 of that certain Subdivision Improvements Agreement between Lyon Family Limited Liability Co. and the Board of Trustees of the Town dated December 6, 1994 and recorded in Book 924 at Page 973 in the Office of the Garfield County Clerk and Recorder, and agrees to recovery of payment of sewer main construction costs provided therein. Further, Owner acknowledges the Town's disclosure that if wastewater treatment facilities are close to capacity, and that, subject to written agreements for the reservation of tap, the Town will provide sewer taps on the first-come, first served basis. Additionally, Owner acknowledges that other development proposals are proceeding through the Town procedures for subdivision approval at the same time as Owner's proposals, which other projects may compete with the Property for available sewer taps.

d. Water System Infrastructure Requirements. As part of the subdivision process, Owner shall design the water system infrastructure required to serve the Property, which shall be constructed to Town specifications then existing, shall be subject to Town review and approval and shall be constructed at Owner's sole cost and expense.

In the event the Town water or sewer service is not available to the Property at final plat approval, the Town will allow the Owner to use, only for the period such service(s) are unavailable, temporary facilities approved by the State of Colorado for such service(s). Owner shall connect to Town service(s) and terminate use of, and eliminate, the temporary facilities when the Town notifies the Owner of plant capacity. The Property shall be connected to the Town service(s) within ninety (90) days following the Town's transmittal of such notice, barring unforeseen or adverse weather conditions which, upon review and approval by the Town administrator, may at the Town's discretion extend the deadline for connection to the Town's service(s).



12. Park Land Dedication. In full and complete compliance with relevant park land dedication and open space requirements referenced in Town Code Section 16.04.780, Owner will dedicate areas, as shown on the P.U.D. zone plan, to the Town at final plat recordation.

13. Reimbursement For Flood Study. To the extent that Owner's flood study as required under Chapter 16 of the Town Code for the Property, benefits and is utilized by properties that adjoin or abut the Property, the Town agrees to consider adopting an ordinance which would require such adjoining or abutting properties to reimburse the Owner for a portion of the flood study costs.

14. Provisions Exclusive. Subject to paragraph 1 herein, the Town and Owner acknowledge and agree that this Agreement contains all basic requirements of Owner concerning the provision of water and sewer service to the property, raw water irrigation, open space, and park land dedication, trails, utilities, infrastructure, water rights dedications and other matters expressly addressed under this Agreement. Additional specifications and regulations shall be imposed upon Owner during the subdivision process with regard to these enumerated items.

15. Breach by Owner; Town's Remedies. In the event of any default or breach by Owner of any term, condition, covenant or obligation under this Agreement, the Board shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the Town from hardship. The Town's remedies include:

a. The refusal to issue to Owner any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described in Subparagraph b. below has been recorded. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;

b. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that Owner has breached the terms and conditions of this Agreement. At the next scheduled Board meeting, the Board shall either approve the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the breach, or default, has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. The execution of an affidavit by the Town Administrator or his designee and approved by the Board stating that the default has been cured shall remove this restriction;

- c. A demand that the security given for the completion of the public improvements be paid or honored;
- d. The refusal to consider further development plans within the Property; and/or
- e. Any other remedy available at law.

Unless necessary to protect immediate health, safety and welfare of the Town or Town residents, the Town shall provide Owner ten (10) days written notice of its intent to take any action under this paragraph during which ten-day period Owner may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described in this paragraph has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder unless a notice of breach has been served upon Owner as described above, in which event Owner shall be expressly responsible for informing any such third party of the claimed default by the Town.

16. Breach By Town; Owner's Remedies.

a. A "breach" or "default" by the Town under this Agreement shall be defined as:

- i. Any zoning or land use action by the Town which would alter, impair, prevent, diminish, impose a moratorium on development, or unreasonably delay the development or use of the Property as set forth in the site specific development plan, and specifically excluding any non-discriminatory regulatory actions, inaction, or circumstances beyond the reasonable control of the Town; or
- ii. The Town's failure to fulfill or perform any material obligation of the Town contained in this Agreement.

b. If any default by the Town under this Agreement is not cured as described herein, Owner shall have the right to pursue the defaulting party's remedies allowable by Colorado law, subject to the limitations herein. Although C.R.S. Section 24-68-101 *et seq.* allows for certain monetary damages in the event of Town breach or default, Owner's sole remedies hereunder shall be to enforce the Town's obligations under this Agreement by an action for any available equitable remedy, including, without limitation, specific performance or mandatory or prohibitory injunction. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement.



17. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions herein.

18. Expenses. In connection with the Town's review and approval of the Annexation Petition, Zoning Application and Sketch Plan Subdivision Application, Owner shall pay the amount of any expenses incurred by the Town upon twenty (20) days written notice by the Town specifying said expenses. In addition, Owner shall pay all reasonable costs incurred by the Town for fees and expenses of outside consultants in connection with the implementation of this Agreement, including, but not limited to, document and planning reviews, advice and assistance to the Board or administration or any agency of the Town, election matters and other issues after approval of this Agreement by the Board. Outside consultants shall include but not necessarily be limited Town staff, attorneys, engineers and planners. Owner shall also timely pay to the Town all appropriate standard processing, application and permit fees of general applicability charged by the Town pursuant to the Town Code in connection with Owner's development of the Property, including, without limitation, the Town's standard processing or other fees for preliminary plat and final plat approvals, building permits and the like. In addition to the foregoing, Owner agrees to reimburse the Town for any expense incurred in connection with an election or ballot issue concerning the Property.

19. Waiver of Defects. By executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Owner as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

20. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the Town and Owner.

21. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the Town and Owner.

22. Captions. The captions in this Agreement are inserted only for convenience and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.



23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Further, the terms and conditions of this Agreement shall constitute a covenant running with the land.

24. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

25. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

31. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees. All rights concerning remedies and/or attorney's fees shall survive any termination of this Agreement.

27. Authority. Each person signing this Agreement represents and warrants that he, she or they is/are fully authorized to enter into and execute this Agreement, and to bind the party represented to the terms and conditions hereof.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

29. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to Town:

TOWN OF SILT  
P. O. Box 70  
Silt, CO 81652

With Copy to:

Karen Sloat, Esq.  
BEATTIE & CHADWICK  
710 Cooper Avenue, Suite 200  
Glenwood Springs, CO 81601

Notice to Owner:

C. R. Commercial Properties, Inc.  
c/o Jack Pretti  
P. O. Box 1385  
Rifle, CO 81650

With copy to:

Thomas W. Stuver, Esq.  
STUVER & GEORGE, P.C.  
P. O. Box 907  
Rifle, CO 81650

30. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

31. Force Majeure. Neither party shall be liable to the other for damages for any failure or delay in performance under this Agreement caused directly or indirectly by any third person, authority, event or circumstance beyond such party's reasonable control and without such party's fault or negligence, including without limitation, fire, casualty, strike, lockout, government control and shortages resulting therefrom, failure in supply of any necessary utility service or act of God.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



TOWN OF SILT, COLORADO

By   
Mayor

ATTEST:

  
Town Clerk



**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
June 4, 2020**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Re-opening Town Hall

**PROCEDURE:** Discussion Item

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Many Towns are beginning to re-open their Town Halls to citizens, keeping in mind the necessity of taking care of our customers and employees. Attached please find a policy that will guide our employees in opening the building. We anticipate opening on Monday, June 8, 2020.

**ORIGINATED BY:** Jeff Layman

**PRESENTED BY:** Jeff Layman

**DOCUMENTS ATTACHED:**

**TOWN ATTORNEY REVIEW [  ] YES [  ] NO**      **INITIALS:**

**SUBMITTED BY:**

Jeff Layman  
Jeff Layman, Town Administrator

**REVIEWED BY:**

Sheila M. McIntyre  
Sheila M. McIntyre, Town Clerk

# Town Hall to Reopen June 8

Town of Silt staffers are busy making arrangements to reopen Town Hall on Monday, June 8. Protocols being developed are intended to keep both visitors to Town Hall and employees safe and comfortable. The following practices will be followed:

- Customers
  - Are encouraged to make phone appointments, when possible.
  - Are encouraged to handle Town business by phone, if possible, and pay bills by phone, through Xpress Billpay, US Mail or the night drop box outside of Town Hall.
- Visitors to Town Hall will be asked:
  - To refrain from visiting if they are sick or suspect that they are sick.
  - To maintain 6 feet social distancing when in the Town Hall lobby. The floor will be marked with 6 foot intervals.
  - To limit the number of visitors to the lobby to four.
  - To wear a mask when entering Town Hall.
  - To limit the amount of time customers spend in Town Hall.

Masks and hand sanitizer will be available for customers in the Town Hall lobby. A plexiglas screen has been installed across the front desk with slot at bottom.

- Employees in Town Hall:
  - Will wear masks when working with customers or within 6 feet of other employees and emphasize the reason for the masks is to protect others.
  - Will use appropriate routes to Town Hall rooms to insure least amount of contact with others as possible.
  - “Cubicle” screens will be provided around open work stations.
  - Will assess screening questions daily and go home if ill.
- Guidelines for public meetings:
  - Protocols in place will help elected and appointed officials, staff, participants and other guests feel safe and comfortable. They will allow all to serve in a modified public capacity.
  - Trustees’ seats will be spaced to recognize social distancing and the hazard that meeting in a small room presents.
  - Remote meeting methods will continue to be used by members of the public, consultants and others. Please see the Town of Silt website for access to a particular meeting.
  - Required staff members will have the choice of meeting in person or via remote means.

The Town of Silt staff looks forward to welcoming Silt residents back to their Town Hall!

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## Public Works Department

*Trey H Fonner*

*Public Works Director*

# Memo

**To:** Jeff Layman, Town Administrator

**From:** Trey Fonner, Public Works Director

**Cc:** File

**Date:** June 2, 2020

**Subject:** Public Works Department Report

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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.

- ❖ Irrigation leak/mystery at 387 Tobiano
- ❖ Finish up Town Condo
- ❖ Help Highwater Farms at Silt River Preserve
- ❖ Equipment maintenance
- ❖ Flush Fire Hydrants (Town wide)
- ❖ Fix irrigation filter screen on Spruce Meadows
- ❖ Fix flags on irrigation tanks to show water levels
- ❖ Mow roadside shoulders
- ❖ Get park's irrigation up and running
- ❖ Prep flower pots for flowers
- ❖ Plant flower pots
- ❖ Fix irrigation break 1141 Grand Ave
- ❖ Repour sidewalk at 1141 Grand Ave
- ❖ Set up 2 tents on 8<sup>th</sup> Street
- ❖ Replace irrigation pump on Cemetery system
- ❖ Replace irrigation pump on Flying Eagle Park
- ❖ Install new pump at 16<sup>th</sup> and EM on Town irrigation system
- ❖ Town clean up week, manage dumpsters at shop
- ❖ Review human resource Manual
- ❖ Meet with citizen on tree concerns
- ❖ Meet with CDOT on MMOF grant
- ❖ Meet with property owners on 8<sup>th</sup> street water line project
- ❖ Meet with Engineer on 8<sup>th</sup> street project and wastewater collections boring
- ❖ Meet with CDOT on next steps in design of Pedestrian overpass



Date: June 3, 2020

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

Re: Staff report for May 2020

Town Clerk duties:

- In contact with CRFR re: upcoming election and ballot drop off point
- Set up account with Free Conference Call
- Attended Special BOT, emergency and regular BOT meetings by Zoom
- Attended staff meetings by Zoom
- Signed A/P and payroll checks
- Prepared and emailed various public notices to newspaper
- Index filing
- Prepared directives list
- Took deposits to bank
- Prepared and sent out BOT packets for regular and special meetings
- Follow up on meetings and transcribed minutes
- Attended webinar re: COVID
- Reviewed employee manual revision and provided feedback
- Assisted with headstone locate
- Provided info to attorney re: Rule 106 – Silt Castle
- Misc research for various staff members
- Coordinating with Micro Plastics re: senior picture banners
- Attended Granicus webinar
- Went to GWS to record
- Worked with individual re: cemetery map changes
- Worked with staff, licensees and state liquor re: temporary modified premise license
- Attended Liquor Enf. Division webinar re: temporary modification licenses
- Spoke with attorney and reviewing information re: court related code changes
- Prepared and emailed ad for PD position to newspaper
- Met with locksmith re: keys

Municipal Court & Police Dept. duties:

- Working with prosecuting attorney and defendants regarding plea deals
- Submitted OJW release report for DOR
- Prepared VALE packet, attended meeting, transcribed minutes and process approved application
- In touch with Judge and prosecutor re: court re-opening
- Input municipal tickets and parking tickets along with payments
- Contacting people re: court order requirements, payments and appearances
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Released bench warrant and OJW's

Water, Waste Water Memo

Activities May/June 2020

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
- Lift stations were checked at Camp Colorado and Holiday Inn

**WATER**

- Rotate Acid and CL2 MCIPs on skids 1 and 2 daily
- Gather dailies/ monthly samples
- Turbidity meters cleaned
- Weekly Lab
- Standard Acid and Cl2 MCIP's preformed on each skid.
- House keeping
- 28,308,000 gallons of raw water was used to make 9,832,263 gallons of finished water

**DISTRIBUTION**

- Meters were read
- 7-meter pits must be dug up (spring?)
- Field testing/Hydrant flushing (weather permitting)

PLEASE NOTE THAT DUE TO METER READING, DISTRIBUTION'S MONTH RUNS FROM APRIL 17<sup>TH</sup> TO MAY 17<sup>TH</sup>

A handwritten signature in black ink, consisting of a circular loop followed by a long, sweeping horizontal stroke that extends to the right.

MEMORANDUM

TO: Jeff Layman, Town Administrator  
FROM: Janet Aluise, Community Development Director  
DATE: June 4, 2020

Please accept this memo as a monthly report for May 11, 2020 to June 7, 2020:

**Studies/Master Plans/Research**

Painted Pastures Metro District Fee Reimb.

**Pre-Application Conferences/Submittals**

Schoeller SUP for Modular Duplex Pre-App  
Misty Kearns re: expansion & signage  
Tim Pace re: Lot Line Dissolution  
Moore Lot Line Adjustment

**Building Department**

Zoning Review (Fences, Sheds, Decks)  
Contractor Licensing, BEST Tests (18)  
Permit Issuance (18)

**Administration**

Staff/Jeff meetings (4)  
LED Sign Changes (15)  
Website Revisions for 2020 (All departments)  
P & Z meeting minutes  
Review of Budget Cut-Backs

**Agreements**

**Recreation**

Public Health Distancing Plans for Events

**Meetings/Events**

P & Z & BOT Meetings (4)  
Census Advertising and Outreach  
Numerous Metro District Staff Meetings  
Regional Public Information Meetings  
Marijuana Ordinances - Mtg w/ attorney

**Economic Development**

Aspen/Parach.C-19 Econ. Dev. Response  
David Heyl re: expansion of business

**Subdivisions**

Camario Parkland & Recreation Amenities  
Stoney Ridge PUD – Modular units  
Painted Pastures Phase I Changes

**Resolutions**

**Ordinances**

Ords 7 & 12, Marijuana Code Changes

**Special Events**

Rescheduling all Events



TOWN OF SILT  
STAFF REPORT

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Date: May 29, 2020

To: Mayor and Board of Trustees

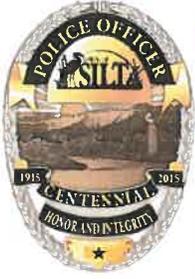
From: Amie Tucker, Treasurer

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Tasks Completed in May

- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Accounts Payable
- Petty Cash Reconciliation
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Monthly Disbursements
- Senior Programs Meeting
- FPPA audit
- CGFOA Trainings
- Zoom meeting hosting for staff , Board and P & Z meetings

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the name of the author, Amie Tucker.



## 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 , May 31 2020

In the month of May 2020 the Silt Police Department had 398 calls for service.

29 penalty assessment tickets were issued for traffic violations.

68 warnings were issued for infractions of the law.

31 calls for service were related to Animal Complaints.

There were also 24 arrests made by the Silt Police Department for criminal charges in the month of May and 2 Juvenile arrests.

At the end of May 2019, the total number of calls for service was 459

There were 0 K9 deployments and 0 finds.

We have one officer out on medical leave for at least 5 months due to a motorcycle accident. We have lost one of our new hires. She decided this line of work is not for her. We are currently advertising for the open officer position.

We assisted Rifle Police Department with the protest that occurred on Tuesday. We only had two people with signs in our town.

### Community relations

We helped with the birthday parade and had a great time.

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 2020	338	291	347	299	398										1673
INCIDENTS 2019	446	365	359	408	459	480	441	494	324	381	327	327			4403
Cases 2020	30	16	24	22	38										130
CASES 2019	16	29	19	23	28	31	21	32	25	34	22	16			273
Animal 2020	18	11	26	11	31										97
ANIMAL 2019	12	13	24	23	29	21	25	19	18	19	26	23			229
Adult Arrests 2020	36	22	19	29	24										130
ADULT ARRESTS 19	12	22	12	20	21	37	25	30	12	30	31	32			264
Juvenile Arrests 2020	1	1	0	13	2										17
JUVENILE ARRESTS 19	2	5	0	0	0	3	4	3	2	1	3	0			23
Tickets 2020	43	44	37	55	29										208
TICKETS 2019	60	43	42	29	62	58	78	52	22	53	42	29			541
Warnings 2020	74	92	90	63	68										387
WARNINGS 2019	111	100	90	48	104	124	100	97	60	107	88	30			1012

**TOWN OF SILT  
MINUTES FOR  
PLANNING & ZONING COMMISSION MEETING  
TUESDAY, MAY 5, 2020, 6:30 P.M.  
REMOTE MEETING**

**Call to Order**

Chair Classen called the meeting to order at 6:31 p.m.

**Roll Call**

Present:                   Chair Chris Classen  
                                  Vice Chair Lindsey Williams  
                                  Commissioner Eddie Aragon  
                                  Commissioner Marcia Eastlund  
                                  Commissioner Joelle Dorsey  
                                  Alternate Commissioner Brittany Cocina

Absent:                    Alternate Commissioner #2

Also present at the meeting was Community Development Director Janet Aluise, Treasurer Amie Tucker, Doug Pratte, and John Reed.

**Pledge of Allegiance**

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

**Public Comments**

There were no public comments.

**Conflicts of Interest**

There were no stated conflicts of interest.

**Tab 2 - Consent Agenda**

At 6:32 p.m., Commissioner Dorsey made a motion to approve the April 8, 2020 Planning & Zoning Commission meeting minutes, as written. Commissioner Eastlund seconded the motion and the motion carried unanimously.

**Agenda Changes**

There were no agenda changes.

**Tab 3 – Ordinance 5, Series of 2020, AN ORDINANCE ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.743-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO**

At 6:38 p.m., Director Aluise reviewed the staff report for the Commission, stating that the annexation was appropriate per the 2017 Comprehensive Plan, as amended, as well as state statutes. She stated that the annexation process will proceed through the board, with a resolution of substantial compliance on the next Board agenda, following by a resolution of findings of fact and conclusions after four consecutive weekly public notices in the newspaper. She stated that staff recommends approval of the annexation, with the following conditions:

- 1) That all statements made by the Applicant both in the its application and in meetings before the Planning & Zoning Commission and the Board of Trustees be considered conditions of approval, unless modified in the following condition:
- 2) That the Applicant pay all fees associated with the Town's review and approval of the annexation petition and application, including but not limited to attorney, engineering, planning, administrative and public notification costs.

The Commission had the following discussion:

- 1) Will there be parkland dedication in the Highlands at Painted Pastures? (Director Aluise stated that the Town code does require that the applicant provide both land dedication and a park, and that the Commission will see that proposal at Sketch Plan.)
- 2) What will happen to the old silo on the property? (Mr. Pratte responded that his team has not determined what will happen to the silo at this time, as the condition is not known.)

At 6:48 p.m., Chair Classen opened the public hearing. Hearing no testimony, Chair Classen closed the public hearing at 6:48 p.m.

At 6:49 p.m., Commissioner Aragon made a motion to recommend to the Board of Trustees approval of **Ordinance 5, Series of 2020, AN ORDINANCE ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.743-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO**

Commissioner Eastlund seconded the motion, and the motion carried unanimously with a roll call vote.

**Tab 4 – Ordinance 6, Series of 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS R-2, GENERAL RESIDENTIAL DISTRICT, CERTAIN**

**ANNEXED LAND KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.473-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO**

Director Aluise stated that her presentation for Ordinance 5, Series of 2020 was complete as to the R-2 Zoning proposed.

The Commission had no questions.

At 6:51 p.m., Chair Classen opened the public hearing. Hearing no testimony, Chair Classen closed the public hearing.

At 6:52 p.m., Vice Chair Williams made a motion to recommend to the Board of Trustees approval of **Ordinance 6, Series of 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS R-2, GENERAL RESIDENTIAL DISTRICT, CERTAIN ANNEXED LAND KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.473-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO**, as written. Commissioner Aragon seconded the motion and the motion carried unanimously with a roll call vote.

**Old Business**

Chair Classen requested when the Town would have its next draft of the Parks, Recreation, and Culture Master Plan. Director Aluise stated that unfortunately this item has been put on the back burner while staff dealt with land use applications and COVID-19 preparation/business relief tasks, but that she would try to prepare another draft very shortly. She added that the Board of Trustees will offer another quarterly joint BOT/P & Z session shortly after meetings resume in person, and that the Commission should be prepared to speak on marijuana, sign code, and sketch plan requirements.

Chair Classen stated that there was a peaceful show of support for Town businesses urging the Town to petition the County to allow re-opening of economy.

**New Business**

There was no new business.

**Other Business**

There was no other business.

**Future Business**

There was no future business.

**Commissioner and Staff Comments**

There were no Commissioner or staff comments.

**Adjournment**

At 7:04 p.m., Vice Chair Williams made a motion to adjourn. Commissioner Aragon seconded the motion, and the motion carried unanimously.



Chairman Chris Classen



Community Development Director Janet Aluise

**TOWN OF SILT  
BOARD OF TRUSTEES REGULAR MEETING  
June 4, 2020**

**AGENDA ITEM SUMMARY**

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**SUBJECT:** Approval of Silt Urban Renewal Authority amended By-laws

**PROCEDURE:** Action Item

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

When the Board last met as the Urban Renewal Authority, direction was given to staff to evaluate the 2012 By-laws. Staff has completed their review and provided the attached recommended revisions for the Boards approval.

**ORIGINATED BY:** Attorney Sawyer

**PRESENTED BY:** Attorney Sawyer

**DOCUMENTS ATTACHED:** Silt Urban Renewal Authority By-laws - redline

**TOWN ATTORNEY REVIEW [ x ] YES [ ] NO INITIALS:**

**SUBMITTED BY:**

Jeff Layman  
Jeff Layman, Town Administrator

**REVIEWED BY:**

Sheila M. McIntyre  
Sheila M. McIntyre, Town Clerk

## **Bylaws**

### **Silt Urban Renewal Authority Board of Commissioners**

#### **Article I. Purpose and Authority.**

**Section 1: Name of Authority.** The name of this urban renewal authority shall be the "Silt Urban Renewal Authority", also known as SURA, as established by Resolution 10, Series of 2012, on January 23, 2012.

**Section 2. Office of Authority.** The office of the Authority shall be 231 N. 7<sup>th</sup> Street, Silt, Colorado, or at such other place in the Town of Silt, Colorado, as the SURA Board of Commissioners may direct.

#### **Article II. Commissioners and Officers**

**Section 1. Commissioners.** The members of the Board of Trustees of the Town of Silt shall be appointed the Commissioners of the SURA. The terms of office of the Commissioners shall be coterminous with their terms of office on the Board of Trustees.

**Section 2. Officers.** The Commissionoernrs shall select from among their members a Chairperson, a Vice Chairperson, and a Treasurer.

**Section 3. Chairperson.** The Chairperson shall preside at all meetings of the SURA. Except as authorized by resolution by the SURA, the Chairperson shall sign all contracts, deeds and other instruments made by the SURA.

**Section 4. Vice Chairperson.** The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in case of the resignation or death of the Chairperson, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the SURA shall select a new Chairperson.

**Section 5. Treasurer.** The Treasurer shall have the care and custody of all funds of the SURA and shall deposit the same in the name of the SURA in such bank or financial institution as the SURA may designate. The Treasurer shall sign all orders and checks for the payment of money and shall disburse such money under direction of the SURA. The SURA shall authorize all expenditures of funds in excess of \$3,000. Except as otherwise authorized by resolution of the SURA, all checks which exceed \$3,000.00 shall be countersigned by the Chairperson. The Treasurer shall keep records of accounts and other financial matters of the SURA and shall provide to the SURA not less than monthly, or as often as requested by the SURA, a report of all expenditures. The Treasurer shall prepare and submit to the Commissioners an annual budget for the operation of the SURA and shall cause the financial records, documents and accounts of the SURA to be audited annually. If required by the SURA Board of Commissioners, the Treasurer shall be given such bond for the faithful performance of his/her duties as the SURA shall designate.

**Section 6. Executive Director.** The Town Administrator or his/her designee shall service as Executive Director and Secretary for the SURA and shall ensure that the records of the SURA are properly maintained, that all votes are recorded, and that the records of the proceedings of the Authority are maintained in a proper manner. The Secretary/Executive Director shall perform all other duties incident to his or her office and as assigned by the Commissioners.

**Section 7. Additional Duties.** The officers of the SURA shall perform such other duties and functions as may from time to time be required by the SURA or the Bylaws or rules and regulations of the SURA.

**Section 8. Additional Personnel.** The SURA may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the "Urban Renewal Law" of Colorado, and all other laws of the State of Colorado and the Town of Silt. With the consent of the Board of Trustees of the Town, the SURA may utilize the services of the Town's staff from time to time with or without compensation by the SURA to the Town, as may be mutually agreed upon.

## Article III. Meetings

**Section 1. Regular Meetings.** The SURA shall hold regular meetings at such dates and times as determined by the Authority. All SURA meetings are open to the public, and meeting agendas shall be posted in compliance with all open meetings laws and shall serve as notice of meetings. Otherwise posted otherwise, meetings of the SURA shall be held at Town Hall, 231 N 7<sup>th</sup> Street, Silt, Colorado 81652.

**Section 2. Special Meetings.** Special meetings of the SURA shall be called by the Recording Secretary on the written request of the Chairperson, or by any three members of the SURA on at least twenty-four (24) hours written notice to each member of the SURA, served personally, left at his or her usual place of residence, by email, or by regular mail; but a special meeting may be held on a shorter notice if all members of the SURA are present or have waived notice thereof in writing. At such special meeting, no business shall be considered other than as designated in the call, but if all members of the SURA are present at a special meeting, any business which may lawfully come before a regular meeting may be transacted at that special meeting.

**Section 3. Quorum.** A majority of the Commissioners holding office and attending in person shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action can be taken by the SURA upon an affirmative vote by the majority of the quorum.

**Section 4. Teleconferencing.** Commissioners may participate in a meeting through the use of conference telephone or other communications equipment serving similar purpose, so long as all members participating in such meeting can converse with one another. Participation includes voting. Board will adopt further telecommunication policies by resolution.

**Section 5. Order of Business.** At regular meetings of the SURA, the following shall be the order of business:

1. Call to Order;
2. Roll Call;
3. Pledge of Allegiance and moment of silence.
4. Consent Agenda (minutes and other innocuous items);
5. Public Comments;
6. Agenda Changes;
7. New Business;
8. Old Business;
9. Commissioner Comments;
10. Adjournment.

All resolutions shall be reduced to writing and shall be copied in the official minute book or journal of the proceedings of the SURA.

**Section 6. Manner of Voting.** The voting on all questions before the SURA shall be by voice or by show of hands unless a roll call vote is requested by any member of the SURA or required by law. The yes votes, no votes and abstentions shall be entered in the minutes of each meeting. Every member of the SURA, when present, must vote unless excused from voting on matters involving the consideration of his or her own official conduct or when his or her personal financial interest is involved. Any member of the SURA must state at the time of abstention the reason for abstention.

#### **Article IV. Conflict of Interest**

No Commissioner, other Officer or Employee, nor any immediate member of the family of any such Commissioner, Officer or Employee shall acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, nor shall he have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project. If any Commissioner, or Officer or Employee of the SURA owns or controls an interest, direct or indirect, in any property included or planned to be included in any project, he shall immediately disclose the same in writing to the SURA. Upon such disclosure, such Commissioner, Officer or other Employee shall not participate in any action by the SURA affecting the carrying out of the project planning or the undertaking of the project unless the SURA determines that, in the light of such personal interest, the participation of such member in any such act would not be contrary to the public interest. Acquisition or retention of any such interest without such determination by the SURA that it is not contrary to the public interest or willful failure to disclose any such interest constitutes misconduct in office.

#### **Article V. Powers**

**Section 1. General Powers.** The SURA shall have all of the general powers of such an authority granted to it under the Colorado Urban Renewal Law.

**Section 2. Expenditures of Monies.** Pursuant to the Colorado Urban Renewal law, the SURA may expend monies for the acquisition of real estate, or interests therein, and utilize the laws of eminent domain for such acquisition purposes; provided however, such acquisition of real estate shall be for the purpose of effecting a redevelopment project or urban renewal project specifically approved by the SURA Board of Commissioners.

## **Article VI. Amendments**

These Bylaws may be approved and/or amended by an affirmative vote of a majority of the quorum at any regularly scheduled or special meeting of the Commission. Any effort to amend these Bylaws at a meeting of the Commission must be with notice of such a proposed amendment having been published in a newspaper of general circulation in the Town no less than seven (7) days prior to said meeting.

